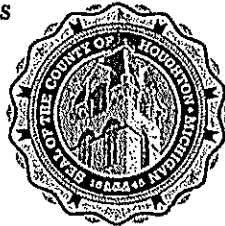


Houghton County Board of Commissioners

Houghton County Courthouse
401 East Houghton Avenue
Houghton, MI 49931
(906) 482-8307



Tom Tikkanen *Chairman*
District 1
Roy Britz *Vice Chairman*
District 5
Joel Keranen *Commissioner*
District 2
Glenn Anderson *Commissioner*
District 3
Gretchen Janssen *Commissioner*
District 4

February 21, 2024

Desiree McCurley
USDA, Rural Development
2847 Ashmun Street
Sault Ste. Marie, MI 49783

Dear Desiree and USDA Rural Development Grant Program Leadership:

The County of Houghton was established on March 19, 1845. Since that time we have had an operating Sheriff and County Jail as part of the County Operations. Fast forward 179 years, and the State of Michigan's 2nd Northernmost County remains in operation, and doing its collective best to serve our citizens including with a proud Law Enforcement effort that is committed to safeguarding our people.

The Project:

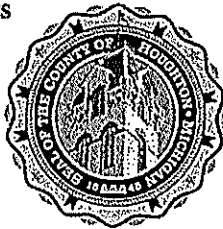
To serve our 37,000 residents, the Sheriff and his Deputies take complaints and calls from a large area each day. To get out and serve those in need, the need for Patrol Vehicles remains a focus and vital requirement. Our cars are subject to the weather, long trips locally and also to downstate locations for Mental Health Transports. We would like to request support for two new Patrol Cars, and we have greatly appreciated the past support for car purchases from USDA RD. If granted the funds, we will commit to the remainder of the cost(s) for a car or possibly two cars if that can be considered. The scope of this project is to provide for two very old vehicles, and to replace them with current models so that our Deputies can serve the public with working transportation. The project service area will be to serve every resident, and in all locations of our County with all of the needs that arise and need responses to from our Law Enforcement team. A detailed write up from the Undersheriff is attached, and as you can see we are talking about two vehicles that are quite ready to be retired.

The Need:

The Community Need for this project is simple. We strive to always be ready to respond to any issue, concern, or need from our citizenry. Having razor thin budgets, and not enough money to continue to purchase the cars as the current livery gets old and worn out is a real problem.

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District 4

We have more than two, but certainly two patrol vehicles that are aging, failing, and really need to be replaced. We also are required to complete many mental health transports to downstate facilities with our vehicles, and many times that means traveling with a patient in need down to places such as Kalamazoo, Dearborn, Caro, and other locations--that are many times 9 hours away. Buying two replacement cars is something that we are committed to, but do wish to have our Project considered by your team as we have been so thankful for your past support. I have learned that the funding has been cut to just 35%, and that we are not seeking 55% any more. I also know that the requests far outweigh the funds to be administered, so if we are successful that we would be fortunate but still at the lower amount. Any help we can get is much appreciated, as the cost of Patrol Vehicles have gone up, and the costs to outfit them with the needed tools, dashboards, etc. has also seen a major uptick. We will seek bids under the MI-Deal plan, which should provide us the absolute cheapest way to get a car under the program.

We greatly appreciate your consideration for this request. If you have any questions or concerns with the attached packet of materials, please don't hesitate to call or email me. On behalf of our County and Sheriff's Office Deputies who have benefitted and will benefit, we thank you for the past support, and hope that you will consider this "next" project to continue to outfit our Law Enforcement Officers with legitimate Patrol Vehicles.

Take Care,

A handwritten signature in black ink, appearing to be "B. Larson", written in a cursive style.

Benjamin A. Larson
County Administrator
ben@houghtoncounty.net

Houghton County is an Equal Opportunity Employer



Joshua B. Saaranen
Sheriff

Houghton County

OFFICE OF THE SHERIFF

403 E. Houghton Ave. • Houghton, Michigan 49931
Phone: (906) 482-0055 • Fax: (906) 487-5949
e-mail: jsaaranen@houghtonsheriff.com



Jonathon M. Giachino
Undersheriff
911 Coordinator

02/21/2024

RE: USDA Application Patrol Cars

To: Desiree McCurley

Houghton County is respectfully applying to participate in the USDA grant funding for patrol cars. Our patrol division currently has four patrol cars with well over 160,000 miles. We would like to obtain two patrol cars and replace the following:

- (1) 2017 Ford Interceptor vin: 1fm5k8ar2hga24357 with 228,500 miles
- (2) 2018 Ford Interceptor vin: 1fm5k8ar5jga37304 with 217,000 miles

With the above vehicles continuing to be kept in patrol the maintenance would far exceed the worth of the vehicles. Repair estimates for the 2018 Ford Interceptor is \$3,794.00 to replace the timing chain. The 2017 has transmission issues and have been quoted for approximately \$7,000.00 for the transmission to be replaced.

In addition to the purchase of the two new patrol vehicles, outfitting and equipment to be included.

Respectfully,

Jon Giachino

Undersheriff

Houghton County

December 21, 2023

Ben Larson, Houghton County Administrator
Houghton County
401 E Houghton Avenue
Houghton, MI 49931

RE: Preapplication for Community Facilities Funding—Patrol Vehicle Grant

Dear Mr. Larson,

Thank you for your interest in the USDA Rural Development Community Facilities (CF) program. This program provides affordable funding to develop essential community facilities in rural areas. The following list of items are required to be considered for funding through the CF program. The application items should be executed by the highest elected official of the organization unless otherwise documented.

Please return the following items to your local USDA Rural Development office as soon as possible to begin the application process. Please note: A fillable PDF file of these items is available (and attached) for your use.

1. Pre-application for Federal Assistance SF424: Complete highlighted sections.
2. Complete customer contacts sheet: To support the implementation of 2 CFR Parts 180 and 417, which are intended to deter fraud, waste, and abuse in federal non-procurement transactions.
3. Certifications of Compliance with Federal Requirements/Laws: these certifications are fillable
4. Project narrative on signed letterhead to answer the following:
 - a. Date organization was created
 - b. Detailed description of the existing equipment's condition
 - c. Scope of project including how funds will be used
 - d. Specify the project service area
 - e. Describe the community need for this project
 - f. Describe the need for USDA's funding
 - g. Describe your intended procurement method. (e.g., State Bid, RFP process, etc.)
5. Audit Report or financial statements (balance sheet and income & expense statement) for last 3 fiscal years.
6. Recent balance sheet: Less than 90 days old
7. Operating budget: proposed financial projections for the first full year in operation. Include proposed development and first full year of operation. Identify income resources and expense items.
8. Availability of Other Credit Certification: CF Michigan Guide 2, Attachment 4 or other format may be submitted.
9. Applicant Contribution: Letter (on signed letterhead) stating that the applicant will provide the remaining funds for the project (if applicable).

USDA is an equal opportunity provider, employer and lender.

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form (PDF), found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

10. Provide quotes for equipment to be purchased.
11. Other Source of Funds: Documentation of funds leveraged from other sources (if applicable).
12. Applicants not required to obtain authorization by vote of its membership or by public referendum, to incur the obligations of the proposed loan or grant, will hold at least one public information meeting. The public meeting must be held after the pre-application is filed and not later than loan approval. The applicant will be required, at least 10 days prior to the meeting, to publish a notice of the meeting in a newspaper of general circulation in the service area, to post a public notice at the applicant's principal office, and to notify Rural Development. The applicant will provide Rural Development a copy of the published notice and minutes of the public meeting.

The maintenance of a Unique Entity ID (UEI) and active registration in the System for Award Management (SAM) database is required. Renewal can be completed online at: <http://sam.gov>. This registration must be renewed and revalidated every 12 months for as long as there is an active loan or grant with the Agency. To ensure the information is current, accurate and complete, and to prevent the SAM account expiration, the review and updates must be performed within 365 days of the activation date, commonly referred to as the expiration date. The registration process may take up to 10 business days. (See 2 CFR Part 25 and the "Help" section at <http://sam.gov>).

Please feel free to contact me if you have any questions or need additional support in providing any of the items listed above. We look forward to working with you on this project.

Sincerely,



Desiree McCurley
Area Specialist

Attachment:
Preapplication Loan Equipment.pdf

Houghton County Board of Commissioners

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(906) 482-8307



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COST BREAKDOWN FOR PATROL VEHICLE 1

Dodge Durango	\$44,628
Laptop	\$4999.98
In Car Equipment	\$11,400
	\$7584.78
	\$3156.81
Graphics, Radar, Watchguard	\$24,455
Total Cost Per Vehicle	\$96,224.57
County Share (65%)	\$62,545.97
USDA RD Requested (35%)	\$33,678.60

Supporting documents for the quoted amounts above are attached.

LaFontaine CDJR-Lansing

6131 S. Pennsylvania Ave.

Lansing, MI 48911

517-394-1022-Direct

517-394-1205-Fax

mdeacon@lafontaine.com

Name:	<u>Houghton County</u>		
Address:	_____		
City:	_____	State:	_____ Zip: _____
Contact:	<u>Jon Giachino</u>		
Phone:	<u>906.482.0055</u>		
Email:	<u>jgiachino@houghtonsheriff.com</u>		

Date:	<u>2/21/2024</u>
Quote	<u>022124</u>

State of Michigan Contract 071B7700183		
WDEE75	2024 Dodge Durango Pursuit AWD	\$39,673.00
22Z	5.7L V8 Hemi	\$3,115.00
PXJ	DB Black	
A7X9	Black Cloth Bucket Seats w/Rear Vinyl	\$150.00
LNF	Black Left LED Spot Lamp	\$640.00
LNA	Black Right LED Spot Lamp	\$610.00
GXF	Entire Fleet Alike Key (FREQ 1) total 8 key fobs	\$350.00
CW6	Deactivate Rear Doors/Windows	\$90.00
Per contract delivery is \$2.00 a mile one way mileage.		
By signing the purchase agreement you agree to purchase of the vehicle or vehicles X_____		
Total Cost:		\$44,628.00

Signed Michelle Deacon

Please note payment is due within 30 days of delivery. Any invoices paid after 30 days may be subject to a 1.5% late fee

09/27/2023

HOUGHTON COUNTY SHERIFF DEPT
401 E HOUGHTON AVE
HOUGHTON, MI 49931

Dear Jon Giachino,

Motorola Solutions is pleased to present HOUGHTON COUNTY SHERIFF DEPT with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide HOUGHTON COUNTY SHERIFF DEPT with the best products and services available in the communications industry. Please direct any questions to Julia Cole at Julia.Cole@motorolasolutions.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Julia Cole

Billing Address:
 HOUGHTON COUNTY SHERIFF
 DEPT
 401 E HOUGHTON AVE
 HOUGHTON, MI 49931
 US

Quote Date:09/27/2023
 Expiration Date:12/26/2023
 Quote Created By:
 Julia Cole
 Julia.Cole@
 motorolasolutions.com

End Customer:
 HOUGHTON COUNTY SHERIFF DEPT
 Jon Giachino
 jgiachino@houghtonsheriff.com
 +1.906.482.1150

Contract: 35115 - STATE OF MICHIGAN
 MA# 190000001544

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
Video as a Service							
1	AAS-M5-5YR-001	M500 IN-CAR VIDEO SYSTEM AND VIDEO MANAGER EL CLOUD - 5 YEARS VIDEO-AS-A-SERVICE*	1	5 YEAR	\$9,900.00	\$9,900.00	\$9,900.00
2	PRS-0619A	VAAS REMOTE SYSSETUPL2,TRAIN,CON FIG,PM	1		\$1,500.00	\$1,200.00	\$1,200.00
3	WGB-0176AAS	VIDEO EQUIPMENT, V300/V700 WIFI BASE FOR M500 VAAS (\$5 PER MON)	1		Included	Included	Included
4	WGB-0700A	VIDEO EQUIPMENT,M500 IN-CAR SYSTEM FRONT/PASSENGER CAM*	1		Included	Included	Included
5	AAS-BWC-WIF-DOC	V300/V700 WIFI CHARGE/UPLOAD DOCK - 5 YEARS VIDEO-AS-A-SERVICE (\$5 PER MON)	1	5 YEAR	\$300.00	\$300.00	\$300.00
6	WGW00502	M500 EXTENDED WARRANTY	1	5 YEAR	Included	Included	Included

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
7	WGB-0189A	MTIK CONF KIT,802.11AC,M500POE,5G HZANT	1		Included	Included	Included
8	WGP01394-001	CBL, WIFI VHCL ANT MNT, NMO, 17'L	1		Included	Included	Included
9	WGC02002-VAAS	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER IN-CAR VIDEO SYSTEM WITH 2 CAMERAS VAAS*	1	5 YEAR	Included	Included	Included

Grand Total
\$11,400.00(USD)
Pricing Summary

	List Price	Sale Price
Upfront Costs for Hardware, Accessories and Implementation (if applicable), plus Subscription Fee	\$3,540.00	\$3,240.00
Year 2 Subscription Fee	\$2,040.00	\$2,040.00
Year 3 Subscription Fee	\$2,040.00	\$2,040.00
Year 4 Subscription Fee	\$2,040.00	\$2,040.00
Year 5 Subscription Fee	\$2,040.00	\$2,040.00
Grand Total System Price	\$11,700.00	\$11,400.00

Notes:

- Additional information is required for one or more items on the quote for an order.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.
- Unless otherwise noted in this quote / order, installation of equipment is not included.

Shipping Group Details

Shipping To

CHRIS VANARDALE
 COUNTY OF HOUGHTON
 401 E HOUGHTON AVE
 HOUGHTON, MI 49931-2099
 (906) 482-6400

Shipping Method

Standard Delivery

Dell Latitude 5430 Rugged	\$2,499.99	Quantity 2	Subtotal \$4,999.98
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Estimated delivery if purchased today:

Aug. 24, 2023

Contract # C000000009850

Customer Agreement # 071B6600111

Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 5430 Rugged	210-BCFW	-	2	-
Intel Core Processor i5-1145G7, (QC, 2.6 to 4.0 GHz, 28W, vPro)	379-BERS	-	2	-
Windows 10 Pro (Includes Windows 11 Pro License) English, French, Spanish	619-AQMP	-	2	-
No Microsoft Office License Included	658-BCSB	-	2	-
Intel® Core™ vPro i5-1145G7 with Iris Xe Graphics	338-CCRI	-	2	-
Intel vPro Technology Advanced Management Features	631-ADEE	-	2	-
16GB, 2x8GB, 3200 MHz DDR4 Non-ECC	370-AGTH	-	2	-
512GB M.2 PCIe NVMe Class 40 Solid State Drive	400-BMRY	-	2	-
14" Touch 1100 nits WVA FHD (1920 x 1080) 100% sRGB Anti-Glare, Outdoor Viewable	391-BGGI	-	2	-
English US RGB Backlit Sealed Internal keyboard	583-BILF	-	2	-
Intel AX210 WLAN Driver	555-BHCC	-	2	-
Intel AX210 Wireless Card with Bluetooth	555-BHCH	-	2	-
Hot surface warning label	389-ECGC	-	2	-
Primary 3 Cell 53.5 Whr ExpressCharge Capable Battery	451-BCWC	-	2	-
90W 461G Type-C EPEAT Adapter	492-BDEL	-	2	-
Full Security - Fingerprint Reader, Contacted Smartcard Reader, Contactless Smartcard Reader	346-BHQJ	-	2	-
Power Cord 1M US	450-AAEJ	-	2	-
Setup and Features Guide	340-CXCE	-	2	-
Dummy Airbay Cover	325-BEIV	-	2	-
ENERGY STAR Qualified	387-BBPC	-	2	-
Custom Configuration	817-BBBB	-	2	-
Dell Applications for Windows 10	658-BFIO	-	2	-
Mix Ship, Notebook, 5430 Rugged	340-CYJC	-	2	-
11th Gen Intel Core i5 vPro label	340-CTSV	-	2	-
VMware Carbon Black Endpoint Standard, NGAV B-EDR with Pro Support 1 Year	528-CHEC	-	2	-
Microphone + IR FHD camera; Touch; WLAN/WWAN antennae; Pogo vehicle docking and RF passthrough	319-BBHT	-	2	-

No Option Included	340-ACQQ	-	2	-
Additional USB-A rear port	590-TFHR	-	2	-
Additional TBT/Type-C port	325-BEJZ	-	2	-
Rigid handle	750-ADPK	-	2	-
ProSupport Plus: Next Business Day Onsite, 2 Years Extended	808-6796	-	2	-
ProSupport Plus: Next Business Day Onsite, 3 Years	808-6797	-	2	-
Dell Limited Hardware Warranty Initial Year	808-6805	-	2	-
ProSupport Plus: Accidental Damage Service, 5 Years	808-6826	-	2	-
ProSupport Plus: Keep Your Hard Drive, 5 Years	808-6827	-	2	-
ProSupport Plus: 7X24 Technical Support, 5 Years	808-6845	-	2	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	2	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	2	-

Subtotal:	\$4,999.98
Shipping:	\$0.00
Estimated Tax:	\$0.00
<hr/>	
Total:	\$4,999.98

Billing Address:
 HOUGHTON COUNTY SHERIFF
 DEPT
 401 E HOUGHTON AVE
 HOUGHTON, MI 49931
 US

Quote Date:02/21/2024
 Expiration Date:04/21/2024
 Quote Created By:
 Jessica Spindler
 Sales Consultant
 jessica_spindler@tele-rad.com
 231-740-2104

End Customer:
 HOUGHTON COUNTY SHERIFF DEPT
 Chris VanArsdale
 oem@houghtoncounty.net
 906-225-8460

Payment Terms:30 NET

Line #	Item Number	Description	Qty	List Price	Disc %	Sale Price	Ext. Sale Price
	APX™ 6500 / Enh Series	ENHANCEDAPX6500					
1	M25URS9PW1BN	APX6500 ENHANCED 7/800 MHZ MOBILE	2	\$3,383.12	30.0%	\$2,368.18	\$4,736.36
1a	GA09008AA	ADD: GROUP SERVICES	2	\$165.00	30.0%	\$115.50	\$231.00
1b	G851AG	ADD: AES/DES-XL/DES- OFB ENCRYP APX AND ADP	2	\$879.00	30.0%	\$615.30	\$1,230.60
1c	GA00318AF	ENH: 5 YEAR ESSENTIAL SVC	2	\$480.00	0.0%	\$480.00	\$960.00
1d	GA01579AB	ADD: BLUETOOTH/WIFI GLASSMOUNT 2.4/5GHZ	2	\$77.00	30.0%	\$53.90	\$107.80
1e	GA00580AA	ADD: TDMA OPERATION	2	\$495.00	30.0%	\$346.50	\$693.00
1f	GA01576AB	ADD: SMA TO QMA ADAPTER	2	\$22.00	25.0%	\$16.50	\$33.00
1g	G51AU	ENH: SMARTZONE OPERATION APX6500	2	\$1,320.00	30.0%	\$924.00	\$1,848.00
1h	G67DT	ADD: REMOTE MOUNT E5 APXM	2	\$327.00	30.0%	\$228.90	\$457.80
1i	GA01620AA	ADD: MULTI SYSTEM OTAR	2	\$165.00	30.0%	\$115.50	\$231.00

Line #	Item Number	Description	Qty	List Price	Disc %	Sale Price	Ext. Sale Price
1j	G892AB	ENH:HAND MIC,GCAI WTR RESISTANT APX	2	\$79.00	30.0%	\$55.30	\$110.60
1k	GA09000AA	ADD: DIGITAL TONE SIGNALING	2	\$165.00	30.0%	\$115.50	\$231.00
1l	GA09001AA	ADD: WI-FI CAPABILITY	2	\$330.00	30.0%	\$231.00	\$462.00
1m	G298AS	ENH: ASTRO 25 OTAR W/ MULTIKEY	2	\$814.00	30.0%	\$569.80	\$1,139.60
1n	GA01580AA	ADD: COVERT GNSS GLASSMOUNT LMR100	2	\$77.00	30.0%	\$53.90	\$107.80
1o	W432AG	ADD: AUXILIARY SPKR 13W (3.2OHM)	2	\$79.00	30.0%	\$55.30	\$110.60
1p	G444AH	ADD: APX CONTROL HEAD SOFTWARE	2	\$0.00	0.0%	\$0.00	\$0.00
1q	G806BL	ENH: ASTRO DIGITAL CAI OP APX	2	\$567.00	30.0%	\$396.90	\$793.80
1r	GA01767AG	ADD: RADIO AUTHENTICATION	2	\$110.00	30.0%	\$77.00	\$154.00
1s	GA01670AA	ADD: APX E5 CONTROL HEAD	2	\$717.00	30.0%	\$501.90	\$1,003.80
1t	QA09113AB	ADD: BASELINE RELEASE SW	2	\$0.00	0.0%	\$0.00	\$0.00
1u	GA01630AA	ADD: SMARTCONNECT	2	\$0.00	0.0%	\$0.00	\$0.00
1v	G174AD	ADD: ANT 3DB LOW-PROFILE 762-870	2	\$47.00	30.0%	\$32.90	\$65.80
1w	G361AH	ENH: P25 TRUNKING SOFTWARE APX	2	\$330.00	30.0%	\$231.00	\$462.00

Grand Total
\$15,169.56(USD)
2%
7584.78 per car
Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Purchase Order Checklist

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead
(PO will not be processed without this)

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

Bill-To Name on PO must be equal to the *Legal* Bill-To Name

Bill-To Address

Ship-To Address (If we are shipping to a MR location, it must be documented on PO)

Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)

PO Amount must be equal to or greater than Order Total

Non-Editable Format (Word/ Excel templates cannot be accepted)

Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept

Ship To Contact Name & Phone #

Tax Exemption Status

Signatures (As required)



Quote

Industrial Networking Solutions
 3321 Essex Dr, Richardson, TX 75082
 Phone: 972-248-7466 Fax: 972-248-9533
 www.industrialnetworking.com

Date	Quote #
5/2/2023	INS-193934

To:	Phone#:
Houghton County Sheriff : Christopher Van Arsdale	(906) 482-6400

E-mail:
 oem@houghtoncounty.net

Terms	Ship Via	Valid Until	Sales Rep
Net 30	UPS® Ground	6/1/2023	Boyer, Rob
Project Name / Number			Inside Sales Rep
			Brown, Ryan

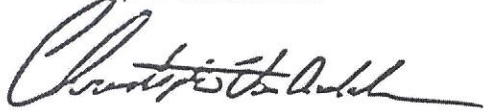
Line	Model / Part#	Qty.	Description	Lead Time	Price/ea.	Extended
1	MBA3-19005GB-G A	2	Cradlepoint 3-yr NetCloud Mobile Performance Essentials Plus Advanced Plan, and R1900 Router with WiFi (5G Modem), No AC Power Supply or Antennas, Global. Uses 4FF SIM. NetCloud Service Includes: Endpoint Device, Centralized Management with Insights and Visual Analytics, 24x7 Enterprise Support, Limited Lifetime Warranty and On-demand Training with Cradlepoint University.		2,634.15	5,268.30
2	PTA8AS4L2WBG1 5B	2	Parsec Australian Shepherd 8-in-1 Antenna, 4 LTE, 2 WIFI, 1 Bluetooth, 1 GPS, 15-FT Cabling, SMA-Male Connectors, Bolt Mount, Black.		452.66	905.32
3	MDMPROV - FirstNet	2	FirstNet Modem Provisioning, includes Black FirstNet SIM card, modem setup with carrier activation, testing and labeling. ***** INS Network Ready Provisioning Service includes: Loading SIM card into hardware Loading wireless network authentication information (provided by the cellular carrier) Documenting network addressing & mobile numbers Testing network connectivity *****		45.00	90.00



Industrial Networking Solutions
 3321 Essex Dr, Richardson, TX 75082
 Phone: 972-248-7466 Fax: 972-248-9533
 www.industrialnetworking.com

Date	Quote #
5/2/2023	INS-193934

Line	Model / Part#	Qty.	Description	Lead Time	Price/ea.	Extended

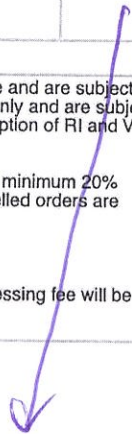
Approved: 5/2/2023 	Subtotal Shipping Charge (UPS® Ground) Total	6,263.62 50.00 \$6,313.62
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All pricing is in US Dollars. Non freight-collect shipping charges will be prepaid and added to the invoice. Freight charges quoted are only an estimate and are subject to change at the time of invoice based on actual carrier charges. Shipping terms are FOB Origin. Any taxes included on the quotation are an estimate only and are subject to change based on the local and state tax rates applied for the location of the purchase. Sales tax is calculated for shipments to all states with the exception of RI and VT. Customers located in RI and VT are responsible for direct payment of all sales/use taxes that may be applicable in their state.

Returns, if authorized, must occur within 90 days of purchase. A Return Authorization (RMA #) must be provided by INS prior to returning materials. A minimum 20% restocking fee will be applied for all returns (subject to inspection). Materials that are damaged or not in original packaging will not be accepted. Cancelled orders are subject to a minimum 20% cancellation fee.

Please review our product support policy at: <http://www.industrialnetworking.com/Support-Policy>

If Net 30 terms have been selected by the customer as the preferred method of payment, but payment is instead made using a credit card, a 4% processing fee will be applied to the billing.



$6313.62 \% 2 =$

3156.81 per
Car



Cruisers Directional Quotation

The following quotation has been prepared for:

February 21, 2024

Houghton County Sheriff
Attn: Undersheriff Jon Giachino
jgiachino@houghtonsheriff.com

Cruisers Inc. is pleased to provide you with this quotation for the Equipment and services for your two (2) **2024 Dodge Durango Patrol Vehicles**.

Department Provided Items

WatchGuard Video System
Modem & Antenna
Motorola Radio

Major Items Provided in Quote

Laptop Docking Station
Stalker Radar Unit
Printek Printer
Graphics

<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Price Total</u>
Provide Equipment & Services for a complete vehicle up-fit of Dodge Durango's to Department specifications.	2	24,455.00 Per Car	\$48,910.00

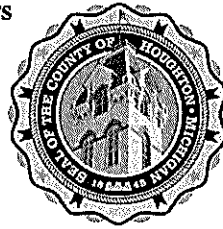
We look forward to working with you on this project and appreciate the opportunity to provide this quotation. If you have any questions please contact me.

Respectfully,

Keith Wallaker
President
517.376.6264

Houghton County Board of Commissioners

Houghton County Courthouse
401 East Houghton Avenue
Houghton, MI 49931
(906) 482-8307



Tom Tikkanen *Chairman*
District 1

Roy Britz *Vice Chairman*
District 5

Joel Keranen *Commissioner*
District 2

Glenn Anderson *Commissioner*
District 3

Gretchen Janssen *Commissioner*
District 4

Applicant Contribution Letter

Sault Ste. Marie Area Office, Rural Development United States Department of Agriculture

2847 Ashmun Street

Sault Ste. Marie, MI 49783

Phone: 906-253-8061

Re: County of Houghton, Michigan Sheriff Office- CF Grant- Patrol Car 2

As part of the application process, this letter is in the form of a statement declaring that the County of Houghton, Michigan has the funds to contribute the difference between the grant amount and the purchase price of the Patrol Car. Applicant contribution to be provided in the amount of \$33,678.

Sincerely,

A handwritten signature in black ink, appearing to be "Benjamin Larson", written over a horizontal line.

Benjamin Larson

County Administrator

Customer Contacts

Applicant Signing Authority:	First Name:	Benjamin	Middle Initial:	A	Last Name:	Larson
Title:	County Administrator					
Address:	401 E. Houghton Avenue, Houghton, MI 49931					
Email Address:	ben@houghtoncounty.net		Phone Number:	906-482-8307		

Applicant Contact:	First Name:	Benjamin	Middle Initial:	A	Last Name:	Larson
Title:	County Administrator					
Address:						
Email Address:	ben@houghtoncounty.net		Phone Number:	906-482-8307		

Applicant Contact:	First Name:		Middle Initial:		Last Name:	
Title:						
Address:						
Email Address:			Phone Number:			

Applicant Contact:	First Name:		Middle Initial:		Last Name:	
Title:						
Address:						
Email Address:			Phone Number:			

Legal Attorney:	Roger Zappa	Company:	Bensinger, Cotant & Menkes
Address:	122 West Bluff Street, Marquette, MI 49855		
Email Address:	rzappa@bcma.net	Phone Number:	906-225-1000

Bond Counsel:		Company:	
Address:			
Email Address:		Phone Number:	

**Architect:		Company:	
Address:			
Email Address:		Phone Number:	

**Engineer:		Company:	
Address:			
Email Address:		Phone Number:	

Financial Advisor:		Company:	
Address:			
Email Address:		Phone Number:	

Application for Federal Assistance SF-424	
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	
* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	
* If Revision, select appropriate letter(s): _____ * Other (Specify) _____	
* 3. Date Received: _____	4. Applicant Identifier: _____
5a. Federal Entity Identifier: _____	* 5b. Federal Award Identifier: _____
State Use Only:	
6. Date Received by State: _____	7. State Application Identifier: _____
8. APPLICANT INFORMATION:	
* a. Legal Name: Houghton County, Michigan	
* b. Employer/Taxpayer Identification Number (EIN/TIN): _____	* c. UEI: _____
d. Address:	
* Street 1: 401 E. Houghton Avenue	
Street 2: _____	
* City: Houghton	
County/Parish: _____	
* State: MI	
Province: _____	
* Country: USA: UNITED STATES	
* Zip / Postal Code: 49931	
e. Organizational Unit:	
Department Name: _____	Division Name: _____
f. Name and contact information of person to be contacted on matters involving this application:	
Prefix: _____	* First Name: Benjamin
Middle Name: A	
* Last Name: Larson	
Suffix: _____	
Title: County Administrator	
Organizational Affiliation: Houghton County, Michigan	
* Telephone Number: 906-482-8307	Fax Number: _____
* Email: ben@houghtoncounty.net	

Application for Federal Assistance SF-424

9. Type of Applicant 1 - Select Applicant Type:

Type of Applicant 2- Select Applicant Type:

Type of Applicant 3- Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

11. Catalog of Federal Domestic Assistance Number:

CFDA Title:

*** 12. Funding Opportunity Number:**

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachments

Delete Attachments

View Attachments

*** 15. Descriptive Title of Applicant's Project:**

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachments

Delete Attachments

View Attachments

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="33,678.60"/>
* b. Applicant	<input type="text" value="62,545.97"/>
* c. State	<input type="text"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text" value="\$0.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

a. This application was made available to the State under the Executive Order 12372 Process for review on

b. Program is subject to E.O. 12372 but has not been selected by the State for review.

c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)**

Yes No

If "Yes, provide explanation and attach.

Add Attachments

Delete Attachments

View Attachments

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:

* First Name:

Middle Name:

* Last Name:

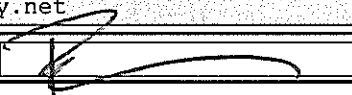
Suffix:

* Title:

* Telephone Number:

Fax Number:

* Email:

* Signature of Authorized Representative: 

* Date Signed:

RURAL DEVELOPMENT, USDA

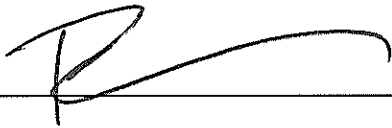
3001 Coolidge Rd Ste 200

East Lansing, MI 48823

This is to certify that the Houghton County, Michigan
is in compliance with Federal, State, and Local requirements include the following:

- a. Compliance with special laws and regulations.
- b. Compliance with State Pollution Control or Environmental Protection Agency standards.
- c. Consistency with other development plans of the area.
- d. Compliance with State agency regulating water rights.
- e. Compliance with Civil Rights Act of 1964.
- f. Compliance with Title IX of the Education Amendments of 1972.
- g. Compliance with Section 504 of the Rehabilitation Act of 1973.
- h. Compliance with Age Discrimination Act of 1975.
- i. Compliance with A-133 audit requirements.

BY: _____



County Administrator

3/5/24

Date

USDA
Form RD 400-4
(Rev. 01-22)

ASSURANCE AGREEMENT
(Under Title VI, Civil Rights Act of 1964)

The Houghton County, Michigan

(name of recipient)

401 E. Houghton Avenue

(address)

As a condition of receipt of Federal financial assistance, you acknowledge and agree that you must comply (and require any subgrantees, subrecipients, contractors, successors, transferees, and assignees to comply) with applicable provisions of national laws and policies prohibiting discrimination, including but not limited to:

1. Title VI of the Civil Rights Act of 1964, as amended, which prohibits you from discriminating on the basis of race, color, or national origin (42 U.S.C. 2000d et seq.), and 7 CFR Part 15, 7 CFR 1901, Subpart E.

As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service) guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [in accordance with USDA RD LEP Guidance for RD Funded (Assisted) Programs]. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. You are encouraged to consider the need for language services for LEP persons served or encountered both in developing your budgets and in conducting your programs and activities. For assistance and information regarding your LEP obligations, go to <http://www.lep.gov>;

2. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating on the basis of sex in education programs or activities (20 U.S.C. 1681 et seq.) [as implemented by 7 CFR Part 15, 7 CFR 1901, Subpart E];

3. The Age Discrimination Act of 1975, as amended, which prohibits you from discriminating on the basis of age (42 U.S.C. 6101 et seq.) [as implemented by 7 CFR Part 15, 7 CFR 1901, Subpart E];

4. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits you from discriminating on the basis of disability (29 U.S.C. 794) [as implemented by 7 CFR Part 15, 7 CFR Part 15b, 7 CFR 1901, Subpart E];

5. Title VIII of the Civil Rights Act, which prohibits you from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units, i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) be designed and constructed with certain accessible features, see 24 CFR Part 100.201; and

6. Titles II and III of the Americans with Disabilities Act, which prohibit you from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189), as implemented by Department of Justice regulations at 28 C.F.R. parts 35 and 36, and 7 CFR Part 15, 7 CFR Part 15b, 7 CFR 1901, Subpart E.

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 0575-0018. Public reporting for this collection of information is estimated to be approximately 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are voluntary. However, in order to obtain or retain a benefit, the information in this form is required by 7 CFR 1901-E. Rural Development has no plans to publish information collected under the provisions of this program. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Rural Development Innovation Center, Regulations Management Division at ICRMTRequests@usda.gov.

You also acknowledge and agree that you must comply (and require any subgrantees, subrecipients, contractors, successors, transferees, and assignees to comply) with applicable provisions governing USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service) access to records, accounts, documents, information, facilities, and staff :

1. You must cooperate with any compliance review or complaint investigation conducted by USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service).
2. You must give USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service) access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by Title VI, Title IX, Age, and Section 504 implementing regulations and other applicable laws or program guidance.
3. You must keep such records and submit to the responsible Department official or designee timely, complete, and accurate compliance reports at such times, and in such form and containing such information, as the responsible Department official or his designee may determine to be necessary to ascertain whether you have complied or are complying with relevant obligations.
4. You must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Make available to users, participants, beneficiaries and other interested persons such information regarding the provisions of this agreement and the regulations, and in such manner as the Rural Development or the U.S. Department of Agriculture finds necessary to inform such persons of the protection assured them against discrimination.
6. If, during the past three years, you (the recipient) have been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, you must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements.
7. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against you, or you settle a case or matter alleging such discrimination, you must forward a copy of the complaint and findings to USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service), Office of Civil Rights.

The United States has the right to seek judicial enforcement of these obligations.

You also acknowledge and agree that you must comply (and require any subgrantees, subrecipients, contractors, successors, transferees, and assignees to comply) with applicable provisions of program-specific nondiscrimination policy requirements found at CFR Part 15, 7 CFR Part 15 b, 12 CFR Part 202, 7 CFR 1901, Subpart E., DR4300-003, DR4330-0300, DR4330-005.

Period of Obligation

In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with federal assistance extended to the Recipient by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service), this assurance obligates the Recipient for the period during which federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which federal assistance is extended. If any personal property is so provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the Recipient for the period during which the federal assistance is extended to the Recipient by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service).

Employment Practices

Where a primary objective of the federal assistance is to provide employment or where the Recipient's employment practices affect the delivery of services in programs or activities resulting from federal assistance extended by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service), the Recipient agrees not to discriminate on the grounds of race, color, national origin, sex, age, or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs; or other forms of compensation and use of facilities.

Data Collection

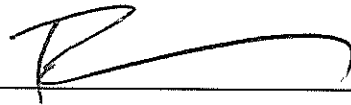
The Recipient agrees to compile and maintain information pertaining to programs or activities developed as a result of the Recipient's receipt of federal assistance from Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service). Such information shall include, but is not limited to the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age, and disability; (3) data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; (5) the present or proposed membership by race, color, national origin, sex, age and disability in any planning or advisory body which is an integral part of the program; and (6) any additional written data determined by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service) to be relevant to the obligation to assure compliance by recipients with laws cited in this assurance agreement.

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations as herein described, that the information submitted in conjunction with this Document is accurate and complete, and that the recipient is in compliance with the nondiscrimination requirements set out above.

Rights and remedies provided for under this agreement shall be cumulative.

In witness whereof, Houghton County, Michigan on this
(name of recipient)
date has caused this agreement to be executed by its duly authorized officers and its seal affixed hereto, or, if a natural person, has hereunto executed this agreement.

(S E A L)

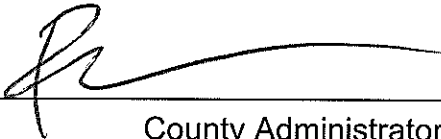


Recipient

3/5/24

Date

Attest:


County Administrator

County Administrator

Title

UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL DEVELOPMENT

APPLICANT CERTIFICATION
FEDERAL COLLECTION POLICIES FOR CONSUMER OR COMMERCIAL DEBTS

The Federal Government is authorized to check credit information about the applicant(s) including using the federal Credit Alert Interactive Voice Response System (CAIVRS) or its successors to check to see if the applicant(s) are delinquent or in default on a Federal debt.

The Federal Government is also authorized by law to take any or all of the following actions in the event your loan payments become delinquent or you default on your loan:

- Report your name and account information to a credit reporting agency, and the Credit Alert Interactive Voice Response System (CAIVRS).
- Assess interest and penalty charges for the period of time that payment is not made.
- Assess charges to cover additional administrative costs incurred by the government to service your account.
- Offset amounts to be paid to you from your Federal income tax refund.
- Offset amounts to be paid to you under other Federal Programs.
- Refer your account to a private collection agency to collect the amount due.
- Foreclose on any security you have given for the loan.
- Pursue legal action to collect through the courts.
- Report any written off debt to the Internal Revenue Service as taxable income.
- If you are a current or retired Federal employee, take action to offset your salary, or civil service retirement benefits.
- Debar or suspend you from doing business with the Federal Government either as a participant or principal throughout the executive branch of the Federal Government for the period of debarment or suspension.
- Refer any debt that is delinquent to the Treasury Offset Program (TOP) in accordance with the Debt Collection Improvement Act of 1996.
- Refer any eligible debt that is delinquent to the Treasury for cross servicing in accordance with the Debt Collection Improvement Act of 1996.
- Garnish your wages as allowed by the Debt Collection Improvement Act of 1996.

Any or all of these actions may be used to recover any debts owed when it is determined to be in the interest of the Government to do so.

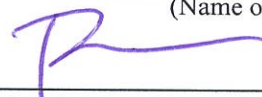
CERTIFICATION: I/we have read and I/we understand the actions the Federal Government may take in the event that I/we fail to meet my/our scheduled payments in accordance with the terms and conditions of my/our agreement. I/we understand that the above list is not all inclusive and that the Federal Government may deem additional actions necessary to collect should I/we become delinquent.

3/5/24

(Date)

Houghton County, Michigan

(Name of Applicant)



(Signature of Authorized Entity Official)


County Administrator

(Title of Authorized Entity Official)

401 E. Houghton Avenue

(Address)

ATTEST:



(Signature of Attesting Official)

County Administrator

(Title of Attesting Official)

CERTIFICATION FOR CONTRACTS, GRANTS AND LOANS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Houghton County, Michigan

(name)

3/5/24

(date)

County Administrator

(title)



000

EQUAL OPPORTUNITY AGREEMENT

This agreement, dated 3/5/24 between
Houghton County, Michigan

(herein called "Recipient" whether one or more) and United States Department of Agriculture (USDA), pursuant to the rules and regulations of the Secretary of Labor (herein called the "Secretary") issued under the authority of Executive Order 11246 as amended, witnesseth:

In consideration of financial assistance (whether by a loan, grant, loan guaranty, or other form of financial assistance) made or to be made by the USDA to Recipient, Recipient hereby agrees, if the cash cost of construction work performed by Recipient or a construction contract financed with such financial assistance exceeds \$10,000 - unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965.

1. To incorporate or cause to be incorporated into any contract for construction work, or modification thereof, subject to the relevant rules, regulations, and orders of the Secretary or of any prior authority that remain in effect, which is paid for in whole or in part with the aid of such financial assistance, the following "Equal Opportunity Clause":

During the performance of this contract, the contractor agrees as follows:

- (a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited, to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the USDA setting forth the provisions of this nondiscrimination clause.
- (b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the USDA, advising the said labor union or workers' representative of the contractor's commitments under this agreement and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of all rules, regulations and relevant orders of the Secretary of Labor.
- (e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, rules, regulations, and orders, or pursuant thereto, and will permit access to his books, records, and accounts by the USDA Civil Rights Office, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by Law.
- (g) The contractor will include the provisions of paragraph 1 and paragraph (a) through (g) in every subcontract or purchase order, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the USDA may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the USDA, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 0575-0018. Public reporting for this collection of information is estimated to be approximately 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are voluntary. However, in order to obtain or retain a benefit, the information in this form is required 7 CFR 1901-E. Rural Development has no plans to publish information collected under the provisions of this program. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Rural Development Innovation Center, Regulations Management Division at ICRMRequests@usda.gov.

2. To be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the organization so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
3. To notify all prospective contractors to file the required 'Compliance Statement', Form RD 400-6, with their bids.
4. Form AD-425, Instructions to Contractors, will accompany the notice of award of the contract. Bid conditions for all nonexempt federal and federally assisted construction contracts require inclusion of the appropriate "Hometown" or "Imposed" plan affirmative action and equal employment opportunity requirements. All bidders must comply with the bid conditions contained in the invitation to be considered responsible bidders and hence eligible for the award.
5. To assist and cooperate actively with USDA and the Secretary in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary, that will furnish USDA and the Secretary such information such as , but not limited to, Form AD-560, Certification of Nonsegregated Facilities, to submit the Monthly Employment Utilization Report, Form CC-257, as they may require for the supervision of such compliance, and that it will otherwise assist USDA in the discharge of USDA's primary responsibility for securing compliance.
6. To refrain from entering into any contract or contract modification subject to such Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by USDA or the Secretary of Labor pursuant to Part II, Subpart D, of the Executive Order.
7. That if the recipient fails or refuses to comply with these undertakings, the USDA may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the organization under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such organization; and refer the case to the Department of Justice for appropriate legal proceedings.

Signed by the Recipient on the date first written above.

Houghton County, Michigan

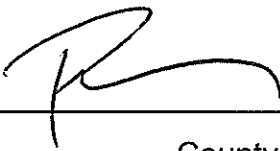
Recipient

Houghton County, Michigan

Recipient

(CORPORATE SEAL)

Attest:

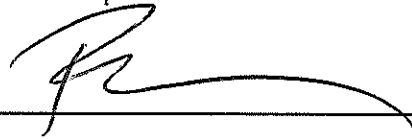


County Administrator

Houghton County, Michigan

Name of Corporate Recipient

By



County Administrator

Attachment regarding assistance provided to Rural Development
Employees as required by RD Instruction 1900-D

APPLICANT Houghton County, Michigan

I hereby certify that:

BAZ There are no relatives or close associates that are currently USDA –
Rural Development employees.

BAZ There are relatives or close associates that are currently USDA –
Rural Development employees, which are listed below:

CERTIFIED THIS _____ DAY OF March 5, 2024

[Signature]

(Signature)

County Administrator

(Title)

Availability of Other Commercial Credit Certification

Applicants must certify in writing that they are unable to finance the proposed project from their own resources or through commercial credit at reasonable rates and terms that will allow them to maintain user rates comparable to other similar systems.

Applicants must sign this certification which provides documentation of contact with a lending institution. Offers or denials of commercial credit should be documented below with the name of lending institution, name of contact, rates and terms available and reason why credit would not be available.

Commercial credit financing in the amount of \$ 62,545.97 was discussed with the following lending institutions:

Lender:	Range Bank	Interest Rate:	8	Term:	60 months
Contact:	Alex Roy				
Lender:	Superior National Bank	Interest Rate:	5.87	Term:	60 months
Contact:	Ross Cooney				
Lender:	Incredible Bank	Interest Rate:	8.75	Term:	60 months
Contact:	Katy Wickstrom				

The undersigned certifies, to the best of their knowledge and belief, that:

1. The organization is unable to finance the proposed project from its own resources or through commercial credit at reasonable rates and terms.
2. No outstanding judgment has been obtained and recorded by the United States of America in a Federal Court (other than in the United States Tax Court).

Houghton County, Michigan

Name of Organization _____

Benjamin Larson 

3/5/24

Name and Signature of Authorized Official

Date



UPPER PENINSULA REALTORS® - Keweenaw Multiple Listing Service
PURCHASE AGREEMENT



Listing Office: CENTURY 21 AFFILIATED REALTOR® KRISTINE M. WEIDNER MLS # 50131007
Selling Office: CENTURY 21 AFFILIATED REALTOR® Kristine M. Weidner Date: 02/26/2024
Buyer Legal Name(s) Chris Downs, Officer
Buyer Company Name Signature Research, Inc. Buyer Address: 51946 Airport Park Rd, Calumet, MI 49913

BUYER'S OFFER TO PURCHASE IS AS FOLLOWS:

1. AGENCY DISCLOSURE: Buyer and Seller agree and understand that Selling Agent is an Agent of the Seller. A Disclosure Regarding Agency Relationships has been signed by Buyer on March 22, 2022. If Broker/REALTOR® is acting as a Dual Agent or Transaction Coordinator in this sale, this offer is contingent upon Buyer and Seller signing the attached Notice of Transaction Coordinator or Dual Agency Agreement prior to their response or signed acceptance of this Purchase Agreement.

2. PROPERTY DESCRIPTION: Buyer agrees to buy from Seller the property located at Outlot A Airpark Boulevard (Street Address) Calumet 49913 31-006-400-050-00 Franklin Twp Houghton (City) (Zip Code) (Tax ID) (Municipality) (County) Michigan and legally described as: OUTLOT "A" HOUGHTON COUNTY AIRPARK.

3. PURCHASE PRICE shall be \$ 20,000.00 (SEE SECTION 18 FOR ESCROW CLAUSE) subject to modification upon completion of title work. (U.S. Dollars).

4. SALE OF ANOTHER PROPERTY: This offer [X] is not contingent upon the sale of another property. [] is contingent upon the sale of the property located at and described as _____ on or before _____.

5. TERMS OF SALE: Title shall be conveyed by Warranty Deed unless otherwise specified in this Agreement. All funds for closing must be paid in the form of a wire transfer or cashier's check. The sale will be completed by the following method(s):

METHOD OF PAYMENT:

[X] CASH: Buyer will pay the purchase price in full at the close of escrow and provide written proof of unrestricted funds confirmed by (check all that apply): [X] Financial Institution Letter [X] Account Statement [] Other: Either/OR within ATTACH days from signed acceptance by Buyer and Seller. If the proof of funds is not timely received, this Agreement shall be deemed voided, the Buyer and Seller signatures below shall act as a mutual release, the earnest money shall promptly be returned to Buyer and the Buyer shall be deemed to have released all claims to the property.

[] NEW MORTGAGE: Offer is contingent upon Buyer obtaining a new mortgage with the terms specified below. Offer is contingent on the Buyer's ability to obtain and provide to Seller a written (check all that apply): [] Conventional [] Home Equity [] VA [] FHA [] USDA Rural Development [] Commercial [] Other: _____ mortgage loan pre-qualification in the amount of _____ (% of purchase price or dollar amount), with normal and customary contingencies; including but not limited to an appraisal meeting or exceeding the purchase price; within _____ days from signed acceptance by Buyer and Seller. Buyer agrees to seek mortgage commitment, satisfactory to Buyer, in good faith, and accept promptly if tendered. Buyer shall deliver to Seller evidence of final loan approval within _____ days of signed acceptance. Proof of final loan approval shall be in the form of a bank letter confirming either that: the conditions for financing have been fully met, or a closing date for funding the loan has been set. If Buyer's financing contingency selected above is a home equity loan, the method of payment shall automatically be amended to be cash upon Buyer's receipt of the home equity funds. If the pre-qualification letter or final loan approval are not timely received, this Agreement shall be deemed voided, the Buyer and Seller signatures below shall act as a mutual release, the earnest money shall promptly be returned to Buyer and the Buyer shall be deemed to have released all claims to the property.

[] SELLER FINANCING: See attached Addendum # _____ for seller financing terms and conditions.

6. EVIDENCE OF TITLE:

6A. Seller shall provide to Buyer, at Seller's expense, a commitment for an owner's policy of title insurance with standard exceptions in the amount of the sales price, insuring title as marketable in fee simple as defined under Act 200 of the Public Acts of 1945 of the State of Michigan, as amended, with only Standard ALTA exceptions, the mineral reservation standard in the county of property location, and the below permitted exceptions. Seller will apply for a commitment for title insurance within 14 days of signed acceptance of this Agreement and shall provide a copy to Buyer within 10 days from Seller's receipt. Buyer shall have 20 days from Buyer's receipt of the Title Commitment to provide Seller with written notice of any objections. If objection to the title is made in writing by Buyer, based upon a title insurance commitment not complying with the above or upon written

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DISCLAIMER: This form is provided as a service of the Keweenaw MLS of the Upper Peninsula Association of REALTORS®. Please review both the form and details of the particular transaction to ensure that each section is appropriate for the transaction. The Upper Peninsula Association of REALTORS® is not responsible for use or misuse of the form, for misrepresentation, or for warranties made in connection with the form.

Buyer Legal Name(s) Chris Downs, Officer MLS: 50131007 Date: 02/26/2024
Buyer Company Name Signature Research, Inc. Buyer Address: 51946 Airport Park Rd, Calumet, MI 49913

opinion of title by Buyer's and/or Lender's attorney that title is not in the condition required for performance hereunder, Seller will have 30 days from receipt of written notice to remedy the claimed defects. If, in the time allowed, Seller either remedies the title to Buyer's satisfaction or provides Buyer with an acceptable commitment for title insurance, the Buyer agrees to complete the sale according to the terms of the Purchase Agreement or within 10 (ten) days of Buyer's receipt of the notification of remedied defects or acceptable title commitment, whichever is later. If Seller is unable to timely remedy the defects or provide Buyer with an acceptable title policy commitment within said 30 day period, this Agreement shall be deemed voided, the Buyer and Seller signatures below shall act as a mutual release, the earnest money shall promptly be returned to Buyer and the Buyer shall be deemed to have released all claims to the property.

6B. Seller represents that, to the best of Seller's knowledge, (presently and at the time of closing): no other person or persons have any right, title, or interest in said real estate (except as disclosed by Seller herein or shown by title insurance commitment); Seller has made no deeds, mortgages, or conveyances not of record; and Seller has not entered into any leases, contracts or agreements to convey said real estate or any mineral, oil, gravel, timber, water, crossage or other right or interest in or affecting said real estate except this Purchase Agreement and as shown by title commitment.

6C. Buyer and Seller acknowledge that REALTOR®(S) are not aware of the condition of title, including easements or agreements of record affecting the property, and have made no representations regarding the same.

6D. Buyer acknowledges that the property is being purchased subject to any applicable zoning ordinances, building codes, restrictions, reservations, exceptions and easements of record (permitted exceptions).

6E. Restrictive Covenants: (Choose one)

Buyer acknowledges that they have read, received a copy of, and accept the Restrictive Covenants affecting this property which are recorded at _____ in the register of deeds OR which are attached here and initialed by the Buyer OR which are to be recorded with the Warranty Deed.

Offer is contingent upon Buyer reviewing and accepting any Restrictive Covenants as disclosed in the Commitment for Owner's Policy of Title Insurance within the 20 day review period as referenced in Paragraph 6a. If Buyer does not reject Restrictive Covenants with written notice to Seller within the timeframe, this contingency shall be deemed waived by Buyer.

6F. Buyer acknowledges that REALTOR® has recommended that Buyer seek an attorney's review of the title commitment and any documents referenced therein.

6G. Buyer acknowledges that additional or expanded title insurance coverage may be available to the Buyer, at the Buyer's sole expense, through endorsements or expanded coverage policies offered by the title agency. REALTOR® recommends that Buyer contact the title agency to obtain or inquire about additional title insurance coverage.

7. **CLOSING:** Closing shall occur with a title agency. If method of payment is a mortgage, the sale shall close with the agency where the lender's policy of title insurance is purchased. For all other method of payments, the sale shall close where the owner's policy of title insurance is purchased. Title agency closing settlement fee shall be shared equally by Buyer and Seller. Buyer and Seller agree to cooperate with the title agency, and to provide and execute all documents requested by the title agency which are reasonably necessary to consummate the transaction contemplated herein.

Sale to close on a mutually agreeable date:

Within 30 days after signed acceptance by Buyer and Seller

No later than _____.

8. **OWNERSHIP AND POSSESSION:** Seller shall convey title to, and ownership of, the property to Buyer at closing, with actual physical possession of the Property to be delivered to Buyer: (Choose all that apply.)

Immediately after closing.

Seller shall occupy the property after closing according to the terms in Addendum # _____.

If tenants occupy the property:

Seller, at Seller's expense, will vacate the tenants prior to closing and give Buyer possession immediately after closing.

The tenants shall be permitted to remain at the property, Buyer will assume the responsibility for the tenants and Seller shall deliver all security deposits, leases, estoppel certificates and inventory checklists, if any, to Buyer at the time of closing. Tenant's rent for the month of closing shall be prorated between the Buyer and Seller at closing.

Other: _____ (See Paragraph 18)

9. **SELLER'S DISCLOSURE STATEMENT: Applies only to residential dwellings of 1 to 4 units which do not qualify for exemption.** Buyer acknowledges that the Seller's Disclosure Statement and its content are NOT part of this Agreement. It is the Buyer's responsibility to: (a) verify the accuracy of all information on the Seller's Disclosure Statement as part of the Buyer's inspection contingency, (b) read the instructions, terms and Seller completed items on the Seller's Disclosure Statement, and (c) to not make decisions regarding the property based solely on the Seller's Disclosure Statement. (Choose one:)

Buyer acknowledges the Seller's Disclosure Statement has been provided and signed as of the date of this offer.

Sale is contingent upon Buyer acknowledging a signed Seller's Disclosure Statement within N/A days of signed acceptance by Buyer and Seller. Pursuant to the Seller Disclosure Act, MCL 565.951, et seq., Buyer will have 72 hours after electronic or hand-delivery of the disclosure statement (or 120 hours after delivery by registered mail) to terminate this Agreement by delivery of a written notice to Seller or Seller's Agent.

Not applicable.

Buyer Legal Name(s) Chris Downs, Officer MLS: 50131007 Date: 02/26/2024
 Buyer Company Name Signature Research, Inc. Buyer Address: 51946 Airport Park Rd, Calumet, MI 49913

10. INSPECTIONS/SURVEY: Buyer acknowledges that REALTOR® has not made any oral or written representations, guarantees or warranties regarding this sale, including but not limited to, the condition of the property and/or any buildings or other attachments, fixtures, personal property, water and sewage systems, or the property's future marketability, property lines, boundaries, setback requirements or compliance, or suitability or qualification for use for a particular purpose.

Buyer acknowledges they have personally examined the property and agree to accept the property in its entirety in AS-IS condition, subject to the inspection contingencies indicated below. If the Buyer has not personally viewed the property, Buyer acknowledges that REALTOR® has recommended that Buyer personally view the property within the property inspection contingency timeframe in Paragraph 10a.

Buyer further acknowledges that REALTOR® has recommended that Buyer make this sale contingent upon Buyer's review and approval of a thorough inspection of all aspects of the property, prior to close of escrow, within the timeframes specified below and at Buyer's expense. Inspections may include, but are not limited to, a registered survey to determine the property corners, actual acreage amounts and legal boundary lines and building setbacks; a thorough inspection of the property including, but not limited to, the electrical, plumbing, heating, and mechanical systems, the structural integrity of all buildings and the condition of the roof, all appliances (if included), the presence of formaldehyde, or other environmental hazards, pest control, the existence of radon, lead, mold, lead-based paint and/or asbestos, site investigations including but not limited to soil borings and mineshafts, whether any carbon monoxide and smoke detectors are installed, health department evaluations and any other pertinent inspections, all as determined by Buyer. Buyer agrees to promptly return the property to its prior condition, at Buyer's expense, once these inspections, evaluations and/or survey have been completed.

Buyer further acknowledges that approval by the Department of Natural Resources (DNR), Michigan Department of Environment, Great Lakes and Energy (EGLE) and/or other local, state or federal government approvals may be required for building on any parcel of land including, but not limited to, those affected by wetlands, protected dunes and floodplains and Buyer, at Buyer's expense, is responsible for confirming, prior to close of escrow and within the timeframes specified in Paragraph 10a, that Buyer will be able to obtain any and all needed or desired approvals following close of escrow.

Buyer's offer is contingent upon Buyer's acceptance of the following selected inspections, on the following terms:

(a) **PROPERTY INSPECTION:** (Choose One)

Buyer, at Buyer's expense, shall have _____ days following execution of this Agreement by both parties to have a licensed contractor and/or inspector of Buyer's choice conduct a physical inspection of the property. Seller shall have all utilities activated and functioning for the inspection. Within the timeframe stated for inspection under this paragraph 10(a), Buyer may deliver to Seller either (a) a written objection to the inspection results with a request to amend the Agreement based on the inspection, or (b) a written notice to rescind this Agreement. If Buyer fails to timely deliver to Seller either a request to amend or rescind this Agreement, Buyer shall be deemed to have approved the inspection results and this contingency shall be deemed waived. If Buyer timely delivers written objections and/or request to amend the Agreement to Seller, this issue shall be handled as stated in subsection 10e.

Buyer's agreement to purchase the Property is not contingent upon Buyer conducting any further inspections of the Property and Buyer therefore is purchasing the Property AS IS, where is, in its present condition and without obligation on the part of Seller to make repairs to, or improve, the Property in any way, except as otherwise stated herein.

(b) **LEAD-BASED PAINT DISCLOSURE/INSPECTION: (Applies to residential, multi-family or commercial/industrial properties with living quarters built prior to 1978)**

(1) Disclosure Requirements: (Choose One)

Buyer has received the following: a Lead-Based Paint Seller's Disclosure Form (L-3) signed by Seller; Responsibilities of Sellers Under Residential Lead-Based Paint Hazard Reduction Act (Form L-2); and a copy of the *Protect Your Family From Lead in Your Home* pamphlet.

This sale is contingent upon Seller delivering to Buyer, within N/A days of execution of this Agreement by all parties, a Lead-Based Paint Seller's Disclosure Form (L-3) signed by Seller, Responsibilities of Sellers Under Residential Lead-Based Paint Hazard Reduction Act (L-2) and a copy of the *Protect Your Family From Lead in Your Home* pamphlet. **NOTICE:** This Purchase Agreement is not binding until Buyer has received all of the referenced Lead-Based Paint information. All other contract deadlines shall begin from the date Buyer has received and signed the L-2 and L-3 forms.

Not Applicable: Seller represents and warrants that the structure on the property was built in 1978 or later, and therefore, the federally-mandated lead-based paint disclosure regulations do not apply to this property.

(2) Lead-Based Paint Inspection: (Choose One)

Buyer, at Buyer's expense, shall have N/A days (but in no case less than 10 days) following execution of this Agreement by both parties to conduct an inspection of the property for presence of lead-based paint and/or lead-based paint hazards. If Buyer fails to deliver written objection to the results of the inspection to Seller within the timeframe

Buyer Legal Name(s) Chris Downs, Officer MLS: 50131007 Date: 02/26/2024
 Buyer Company Name Signature Research, Inc. Buyer Address: 51946 Airport Park Rd, Calumet, MI 49913

stated for inspection under this paragraph 10(b)(2) Buyer shall be deemed to have approved the inspection results. If Buyer timely delivers written objection and/or request to amend the Agreement to Seller, this issue shall be handled as stated below at subsection 10(e).

Buyer does not desire to obtain a lead-based paint inspection and hereby waives their opportunity to conduct a risk assessment or inspection for presence of lead-based paint and/or lead-based paint hazards.

Not Applicable: Seller represents and warrants that the structure on the property was built in 1978 or later, and therefore, the federally-mandated lead-based paint disclosure regulations do not apply to this property.

(c) WELL AND/OR SEPTIC INSPECTION/EVALUATION (Applies to any property that currently has, or will require, a private well and/or septic system): (Choose One)

Buyer shall have _____ days following execution of this Agreement by both parties to inspect and/or obtain a health department site evaluation of the existing and/or proposed septic system and/or water well system at the Property. Buyer shall pay the cost of the inspection and/or evaluation. Seller, at Seller's expense, shall have the septic tank cover located and uncovered for the inspection. Seller shall pay for the pumping of the septic system, if required by the health department or inspector. Within the timeframe stated for inspection under this paragraph 10(c), Buyer may deliver to Seller either (a) written objection to the inspection and/or health department evaluation results with request to amend the Agreement regarding the evaluation, or (b) a written notice to rescind this Agreement. If Buyer fails to timely deliver to Seller either a request to amend or rescind this Agreement, Buyer shall be deemed to have approved the inspection and/or evaluation results and this contingency shall be deemed waived. If Buyer timely delivers written objection and/or request to amend the Agreement to Seller, this issue shall be handled as stated below in subsection 10(e).

Buyer acknowledges that the REALTOR® has recommended that Buyer obtain an inspection and/or evaluation of the existing and/or proposed septic system and water well system at the property. Buyer does NOT desire to obtain a well and/or septic evaluation and hereby waives their opportunity to obtain a health department evaluation and/or inspection.

Not Applicable: Property does not have or require a well or septic system.

(d) SURVEY: (Choose One)

Buyer shall have _____ days following execution of this Agreement by both parties to obtain a registered survey of the property by a licensed surveyor. _____ shall pay the cost of the survey. Within the timeframe stated for obtaining a survey under this paragraph 10(d), Buyer may deliver to Seller either (a) written objection to the survey results with request to amend the Agreement regarding the survey, or (b) a written notice to rescind this Agreement. If Buyer fails to timely deliver to Seller either a request to amend or rescind this Agreement, Buyer shall be deemed to have approved the survey and this contingency shall be deemed waived. If Buyer timely delivers written objection and/or request to amend the Agreement to Seller, this issue shall be handled as stated below at subsection 10(e).

Buyer chooses NOT to obtain a registered survey of the property. Buyer and Seller acknowledge that they shall hold the Listing and Selling Offices and REALTORS® harmless from any discrepancies later found regarding or arising from the actual location of property corners, boundary lines, actual acreage amounts, encroachments or adverse uses.

Buyer has reviewed and accepts the existing registered survey and/or registered State of Michigan Subdivision Plat.

(e) OBJECTIONS WITH REQUESTS TO AMEND: If Buyer timely delivers any written objection(s) with requests to amend this Agreement to Seller pursuant to subsections (a), (b), (c) and/or (d) above, Buyer and Seller must agree in writing to a written amendment within 3 days following the expiration of the timeframe for the specified contingency. If Buyer and Seller do not agree to a written amendment within 3 days following the expiration of the timeframe for the specified contingency, Buyer shall have an additional 24 hours following the failure of Buyer and Seller enter into a written addendum to withdraw Buyer's offer and terminate this Agreement. If Buyer does not provide written withdrawal of their offer based on unsatisfactory inspection/survey results within the timeframe stated in this paragraph 10(e), Buyer shall be deemed to have accepted the property as is, the sale will proceed, and Buyer will lose any right to recovery of any deposit based on a contingency set forth in this Paragraph 10 and its subparts. **Buyer's request to amend the Agreement does not give Seller the right to terminate the Agreement.**

If Buyer, with written notice, terminates this agreement based on unsatisfactory inspection/survey result(s) pursuant to this Paragraph 10 and its subparts, the Buyer and Seller signatures below shall act as mutual release, any deposit shall be refunded to Buyer and Buyer shall be deemed to have released all claims to the property.

11. RESIDENTIAL HOME PROTECTION PLAN: (Choose One)

Buyer to receive a one year home protection plan with a premium in the amount of \$ _____ at _____'s expense. Home protection plan shall be purchased through _____ home protection plan company. Buyer and Seller acknowledge that they have reviewed and accept the home protection plan terms of coverage and that the REALTORS® may receive payment of a marketing fee from the home protection plan company.

Buyer and Seller hereby waive their opportunity to obtain a one year home protection plan.

Not Applicable: Property is commercial, vacant land or contains more units than covered by a home protection plan.

Buyer Legal Name(s) Chris Downs, Officer MLS: 50131007 Date: 02/26/2024
Buyer Company Name Signature Research, Inc. Buyer Address: 51946 Airport Park Rd, Calumet, MI 49913

12. PLATTED or UNPLATTED LAND: (Choose one)
- The property IS part of a registered State of Michigan plat. The remainder of this Paragraph 12 is not applicable; OR
 - The property IS NOT part of a registered State of Michigan plat. The following shall apply to unplatted land:
 - (a) RIGHT TO FARM ACT: Buyer and Seller acknowledge that pursuant to Michigan law, the following statement will be included in the Deed at the time of delivery:
"This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act"
 - (b) LAND DIVISION ACT: (Choose One)
 - LAND DIVISION APPROVAL IS NOT REQUIRED because one or more of the following exemptions apply: (Choose at least one)
 - The property being sold represents all contiguous property owned by Seller (i.e. Seller owns no adjacent parcels) and Seller shall transfer (choose one) ALL available N/A * division rights to Buyer.
 - The property is being transferred to an adjacent land owner with N/A * land divisions included.
 - Although Seller's property will be divided, all of the resulting parcels are 40 acres or larger in size and this transaction is therefore an "exempt split" as defined in the Land Division Act., Seller shall transfer N/A * land divisions to Buyer.
 - No land division approval required for the sale of this property as it has it's own tax identification number and not part of a parent tract or has been previously approved and, upon a request from the Buyer, Seller shall provide a copy of the Land Division approval to Buyer. Seller shall transfer N/A * land divisions to Buyer.
 - LAND DIVISION APPROVAL IS REQUIRED because none of the foregoing exemptions apply. This offer is therefore, contingent upon Seller, at Seller's expense, submitting a land division application to the township/city/village assessor within N/A days of execution of this Agreement by both parties and obtaining land division approval prior to closing. Closing shall be as stated in Paragraph 7 or within 14 days from receipt of written land division approval; whichever is later. Seller shall provide Buyer with a copy of the written land division approval within 5 days of Seller's receipt of said approval. Buyer acknowledges that the municipality has up to 45 days from receipt of application to respond to the land division application.

The deed conveying the title to the Buyer shall include the following statement identifying the number of divisions, if any, being conveyed to the Buyer:
"The grantor grants to grantee the right to make N/A * division(s) under Section 108 of the Land Division Act. Act No. 288 of the Public Acts of 1967."

***NOTICE:** The blank spaces with a * above should be filled in either with a "0" if no divisions are being conveyed to Buyer, or with the specific number of divisions set forth in the approved land division application. If the word "ALL," is inserted Seller will not retain any divisions. If this is a sale that requires land division approval and the space above is left blank, Buyer will not receive any division rights.
NOTE: "ALL" land divisions may equal ZERO, if the Seller does not have any division rights remaining.

13. ARBITRATION:
- Any claim or demand of Seller or Buyer arising out of this Agreement including, but limited to, any dispute over the disposition of earnest money deposits or arising out of or related to the physical condition of any property covered by this Agreement, including without limitation, claims of fraud, misrepresentation, warranty and negligence, shall be settled in accordance with the rules, then in effect, adopted by the Michigan REALTORS®. This is a voluntary agreement between the Buyer and Seller. Failure to agree to arbitrate does not affect the validity of this Agreement. A judgment of any circuit court shall be rendered on the award or determination made pursuant to this agreement. This Agreement is specifically made subject to and incorporates the provisions of Michigan's Uniform Arbitration Act, MCL 691.1681, et seq, as amended, and applicable court rules, MCR 3.602, as amended. This agreement is enforceable as to all parties and Brokers/REALTORS® who have agreed to arbitrate as acknowledged by their signatures below. The terms of this provision shall survive the closing.
 - The parties do NOT wish to agree to arbitrate any future disputes, at this time.

14. **DEPOSIT:** Buyer agrees to make an earnest money deposit of \$ 5,000.00 which shall be deposited in Selling Broker's trust account. Earnest money deposit shall be delivered to the Selling Broker's office within 5 days from signed acceptance of this Agreement by Buyer and Seller, and shall be applied to the purchase price at closing or handled as otherwise stated herein. If the earnest money deposit is not timely delivered, this Agreement shall be terminated, and the Buyer shall be deemed to have released all claims and interest in the property.

Buyer Legal Name(s) Chris Downs, Officer

MLS: 50131007 Date: 02/26/2024

Buyer Company Name Signature Research, Inc.

Buyer Address: 51946 Airport Park Rd, Calumet, MI 49913

If this offer is not timely accepted, if title is not marketable or insurable, if the terms of purchase are contingent upon Buyer's ability to obtain a new mortgage, or if any other contingencies, as specified herein, have not been timely met or waived, then the Buyer and Seller signatures below shall act as mutual release, the earnest money deposit shall be refunded to Buyer, and Buyer shall be deemed to have released all claims and interest in the property, unless otherwise specified.

Disbursement of an earnest money deposit shall be made at consummation or termination of this Agreement in accordance with this Agreement. However, any deposit in the trust account of the Broker for which the Buyer and Seller have made claim shall remain in the Broker's trust account until a civil action has determined to whom the deposit must be paid, or until the Buyer and Seller have agreed, in writing, to the disposition of the deposit. The Broker may also commence a civil action to interplead the parties and determine disposition of the deposit with the proper court. (This paragraph may be subject to the Arbitration provisions in Paragraph 13 above.)

- 15. DEFAULT: If Buyer defaults, Seller may enforce this contract or may cancel the contract, keep the deposit, and pursue legal remedies. If Seller defaults, Buyer may enforce this contract or demand a refund of the deposit and pursue legal remedies.
- 16. PERSONAL PROPERTY: All improvements and appurtenances (currently in or on the property) are included in the purchase price including, but not limited to the following: T.V. antenna and complete rotor equipment; affixed carpeting; permanently installed lighting fixtures and their shades; ceiling fans; drapery hardware and curtain hardware; window shades and blinds; screens; storm windows and doors; shutters; doors; stationary laundry tubs; water softener (unless rented); propane tank (unless rented); water heater; incinerator; heating and permanently installed air conditioning equipment; water pump and pressure tank; mechanical controls; built-in appliances including but not limited to dishwasher, microwave and garbage disposal; fireplace doors and screens; awnings; mailbox; all plantings; electric garage door openers and controls; fence(s); all cabinets or other items which are or give the appearance of permanent attachment to the premises. Any exceptions to be set forth in Paragraph 18, 26 or Addenda of this Purchase Agreement. The following additional items of personal property are included in the purchase price with no added value and with no warranties expressed or implied:

- 17. CONDITION OF PROPERTY: Between the date of this Purchase Agreement and closing date, the property, improvements, and any personal property to be transferred to Buyer shall be maintained by Seller in the same condition as existed on the date of this Purchase Agreement, ordinary wear and tear excepted. If there is a material change(s) to the property during this time, Seller shall promptly provide Buyer with an updated Seller's Disclosure Statement (the "Revised SDS") as required by the Seller's Disclosure Statement. If the material change(s) to the property referenced in the Revised SDS is not acceptable to Buyer, and Buyer and Seller cannot resolve this issue in writing within 7 calendar days of Buyer's receipt of the Revised SDS, Buyer or Seller may terminate this Agreement by delivering written notice (the "Notice of Revocation") to the other party within 14 calendar days of Buyer's receipt of the Revised SDS, in which case Buyer's and Seller's signatures below shall act as mutual release, any deposit shall be refunded to Buyer, and Buyer shall be deemed to have released all claims to the property. If, however, a Notice of Revocation is not timely delivered to the other party within said 14 day period, this contingency shall automatically expire and be of no further force or effect and the sale shall proceed to closing without regards to the material change(s) in question. Seller shall remove all of Seller's personal property (and any trash/debris) from the property prior to the date of occupancy unless otherwise agreed upon in writing. Buyer may complete a final walk-thru of the property within 72 Hours prior to closing in order to confirm that the requirements of this Paragraph 17 have been met.

18. OTHER CONDITIONS:

Offer is contingent upon the Houghton County Board of Commissioners' approval of all terms of this Offer to Purchase prior to closing.

Buyer acknowledges and accepts the Airport Park annual assessment of \$100 per acre annually.

IN THE EVENT OF MULTIPLE BIDDERS SSR WILL INCREASE ITS PURCHASE PRICE OFFER BY \$14,000.00 UP TO AND INCLUDING \$25,000.00 TOTAL PURCHASE PRICE.

- 19. FOREIGN INVESTMENT IN REAL PROPERTY ACT (FIRPTA): For the purpose of the Foreign Investment in Real Property Tax Act (FIRPTA) Buyer's intended use of the Property [] IS [X] IS NOT owner occupancy. Buyer and Seller acknowledge that if 1) the Purchase Price for the property is \$300,000 or greater, or the Buyer's intended use of the Property is not for owner occupancy, and 2) Seller is a "foreign person," as defined by FIRPTA, then Buyer may be subject to certain withholding requirements. Both Buyer and Seller shall comply with all FIRPTA requirements and shall consult a tax or legal professional to ensure compliance. Seller shall pay all costs incurred by Buyer or Seller to comply with FIRPTA requirements.

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Buyer Legal Name(s) **Chris Downs, Officer** MLS: **50131007** Date: **02/26/2024**
 Buyer Company Name **Signature Research, Inc.** Buyer Address: **51946 Airport Park Rd, Calumet, MI 49913**

20. GENERAL CONDITIONS:

a. Property Taxes and Special Assessments

Part I: All **property taxes and assessments** billed in the year(s) prior to closing and all utility bills which were incurred prior to date of closing shall be paid by Seller. Taxes billed or to be billed in the year of closing shall be prorated so that Seller shall be charged with taxes from the first day of the calendar year to the day before the closing date and Buyer shall be charged for the day of closing through the end of the year. Taxes shall be deemed to be billed on a calendar year in arrears basis, if not otherwise agreed to herein. If official bills for taxes prorated hereunder are not yet issued, proration shall be on the basis of tax bills for the previous calendar year or latest millage rate times latest taxable value, whichever is more accurate, and shall be only an estimate of the current year's taxes. Taxes shall be deemed to cover the calendar year in which the taxes are billed and will be prorated on a calendar year basis. Buyer acknowledges that current and prior year real property taxes may not be an accurate forecast of future real property taxes.

Part II: All **special assessments for municipal improvements** which have become a lien on the property shall be paid by the Seller, provided, however, that in the event a special assessment is payable in installments, current and future installments shall be: (Choose one)

allocated between Seller and Buyer using the same method for the proration of real estate taxes in the above paragraph.

paid in full by Seller at closing.

Part III: **BUYER SHOULD NOT ASSUME THAT BUYER'S FUTURE TAX BILLS ON THE PROPERTY WILL BE THE SAME AS THE SELLER'S PRESENT TAX BILLS. UNDER MICHIGAN LAW, REAL PROPERTY TAX OBLIGATIONS CAN CHANGE SIGNIFICANTLY WHEN PROPERTY IS TRANSFERRED. BUYER ACKNOWLEDGES ANY TAX ESTIMATES RECEIVED ARE ONLY ESTIMATES AND PROPERTY IS SUBJECT TO MUNICIPALITY REASSESSMENT AFTER CLOSING.**

b. Prorations: Rent; Insurance, if assigned; interest on any existing land contract, mortgage, or other lien assumed by the Buyer; and other such obligations shall be adjusted to the date of closing of the sale and prorated accordingly.

c. Fuel Prorations:

Propane and/or Oil: (Choose one)

Any fuel remaining in the tanks shall be prorated at the time of closing using the current rate from Seller's current fuel provider and a reading of the tank taken no more than ten (10) calendar days prior to closing, unless otherwise agreed upon. Buyer shall pay the prorated amount to Seller at the closing.

Fuel remaining in the tank is included in the purchase price. Seller shall maintain the fuel level in the tank at or above N/A % capacity, and shall pay to fill the tank to this level if the amount of fuel falls below this level as of the date of closing.

Wood and/or Pellets: (Choose one)

Any remaining Wood and/or Pellets (Choose one) are included in the purchase price Buyer shall pay Seller \$ N/A at the time of closing for all remaining wood and/or pellets located at the property as of the date of closing. Seller shall be permitted to continue normal use of the Wood and/or Pellets between the date of signed acceptance and the date of closing. The term "wood" as used in this paragraph shall only refer to bags of pellets, stacked logs and chopped wood which is intended to be used as a fuel source for the property.

Wood and/or Pellets are not included.

d. All timeframes referenced in this Agreement shall be calendar days and in the eastern time zone.

e. Discrimination because of religion, race, color, national origin, age, sex, disability, familial status, marital status, sexual orientation, or gender identity or expression by Sellers, Buyers, and REALTORS® in respect to the sale or lease of property is strictly prohibited.

f. Buyer and Seller acknowledge that neither the Listing Broker/REALTOR® nor the selling Broker/REALTOR® has made any oral or written representations, guarantees or warranties regarding the present or future value of the real estate being transferred hereunder.

g. If two or more persons execute this Agreement as Buyer or Seller, their obligations hereunder shall be joint and several. All references to Buyer or Seller shall also refer to multiple Buyers and Sellers. Neither Buyer nor Seller shall assign this Agreement without the other's prior written permission.

h. Time is of the essence in this Agreement.

i. All disbursements shall be at the time of closing in accordance with the closing statement as signed by all parties to this transaction.

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Buyer Legal Name(s) Chris Downs, Officer MLS: 50131007 Date: 02/26/2024
 Buyer Company Name Signature Research, Inc. Buyer Address: 51946 Airport Park Rd, Calumet, MI 49913

- j. Listing Broker/REALTOR® acting as agent for Seller, shall submit promptly each and every written offer to the Seller with no priority being granted to any offer by REALTOR®. Seller will ultimately make the final decision as to which offer, if any, they accept, reject, counter offer, or otherwise respond to.
- k. Due on Sale Clause (if applicable): Seller understands that consummation of this sale or transfer of the property described in this Agreement shall not relieve the Seller of any liability that Seller may have under any mortgage(s) or land contract, to which the property is subject, unless otherwise agreed to by the lender or land contract vendor, or as required by law or regulation.
- l. Buyer and Seller acknowledge that Broker/REALTOR® has recommended that they seek an attorney's counsel regarding this transaction.
- m. Buyer and Seller agree to coordinate the changing of utilities and utility company deposits prior to date of closing.
- n. At closing Seller shall pay the cost of: Transfer tax on deed; obtaining the owner's policy of title insurance and clearing title; accumulated interest on any existing indebtedness; deed preparation; one half of the normal and customary title agency closing fee; bill of sale, private road notice, and/or other documents necessary to convey clear and marketable title to Buyer, if required, and Seller's attorney fees, if any.
- o. At closing Buyer shall pay the cost of: Preparation of mortgage, note, or other security instruments; mortgage inspection survey report, if required; recording of deed, survey, mortgage report, mortgage and/or other security instruments; attorney's opinion and/or services on behalf of Buyer; mortgage closing costs as required by mortgagee including appraisal and mortgage closing costs and fees required in connection with the Buyer's loan and the issuance of the lender's policy of title insurance; one half of the normal and customary title agency closing fee; land contract preparation; all inspections unless otherwise specified in this Agreement; and any lender escrow assignment in case of mortgage assumption.
- p. Delivery of Notices and Electronic Communication: The parties agree that during the term of this Agreement, this Purchase Agreement, any amendment or modification of this Purchase Agreement and/or any written notice or communication in connection with this Purchase Agreement shall be delivered to the Seller in care of the Listing REALTOR® and to the Buyer in care of the Selling REALTOR® via any delivery method that is traceable to the receiving party's contact information set forth in this Agreement or listed in the MLS system. Any such communication shall be deemed delivered as of the date/time stamp on the facsimile or email or the date the traceable delivery method is confirmed delivered. Buyer and Seller represent and warrant that an electronic email address, mailing address and/or facsimile number has been provided to their respective REALTORS® from which Buyer and Seller may receive notices. At the request of either party, any such fax or electronically submitted document shall be re-executed by both parties in an original form. Each party is responsible for checking all means of transmittal and in the case of email reviewing any spam filters. Listing REALTOR® and Selling REALTOR® contact information shall be as on record with the Upper Peninsula REALTORS®, in addition to anything specified in Paragraph 25 and 26.
- q. Electronic Signatures: Buyer and Seller represent and warrant that any electronic email address(es) provided to their respective REALTORS® may be used to electronically sign documents related to this Agreement and transaction. The parties agree that the electronic signatures and initials shall be deemed to be valid and binding upon the parties as if the original signatures or initials were present in the documents in the handwriting of each party.
- r. Commercial Forest Act or Qualified Forest Program applies. If the parcel is registered in the Commercial Forest Act (Part 511 of Act 451, P.A. 1994, as amended) or the Qualified Forest Program (as administered by the Michigan Department of Agriculture and Rural Development under MCL 211.7j[1], as amended) the Buyer and Seller agree that the property shall remain be removed from CFA/CFR/QFP status at time of closing. All fees including but not limited to property taxes and/or withdrawal fees shall be paid by Seller Buyer at the time of closing.
- s. Private Road Notice: (Check if applicable) The road and easement serving and adjacent to the parcel of land which Buyer is purchasing is a private road/easement and is not required to be maintained (and will not be maintained) by the _____ County Board of Road Commissioners or any other public agency.
- t. Buyer acknowledges that all data provided to Buyer including, but not limited to, the multiple listing service data sheet and information contained on and location of any signs on the property, is believed accurate but not warranted. Buyer further acknowledges that Buyer is responsible for verifying all information and is not relying upon any representations made by any REALTOR® in entering into this Agreement.
- u. Condominiums: (Applies to condominiums only) See Addendum # N/A for terms related to Condominiums.
- v. Counterparts: This Agreement may be signed in any number of counterparts with the same effect as if the signature of each counterpart were upon the same instrument.

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Buyer Legal Name(s) Chris Downs, Officer MLS: 50131007 Date: 02/26/2024
Buyer Company Name Signature Research, Inc. Buyer Address: 51946 Airport Park Rd, Calumet, MI 49913

w. If any provision of this Agreement shall be declared by any court of competent jurisdiction to be illegal, void, or unenforceable, the other provisions shall not be affected and shall remain in full force and effect.

x. **WIRE FRAUD WARNING:** Buyer and Seller acknowledge that they have been advised to NOT send or receive any wiring instructions by electronic methods including but not limited to email, texting or faxing **without** personally verifying all information by contacting the receiving or sending bank or title agency by telephone using **previously known and verified contact information, and NOT by emailing or texting.**

y. COMMERCIAL, INVESTMENT, VACANT LAND CONTINGENCY ADDENDUM: (Check if applies) [] See Addendum # N/A for additional terms and conditions

21. Buyer and Seller acknowledge that neither the Listing Broker nor the Selling Broker, nor their respective agents/representatives, have made any representations concerning the condition of the property covered by this Purchase Agreement or the marketability of title. Buyer and Seller release and hold harmless the Listing Broker and Selling Broker and their respective agents/representatives with respect to all claims arising out of or related to this Agreement, any addendums or counter offers; all claims arising from any purported representations, including but not limited to, the physical and environmental condition of the property covered by this Agreement or the marketability of title; and all claims arising from any special assessments and/or utility bills which have been or may in the future be charged against the property covered by this Purchase Agreement and, in addition, hereby agree to indemnify and hold harmless the Listing Broker and Selling Broker and their agents/representatives from any and all claims, actions, or lawsuits for damage of any nature whatsoever related to those matters, including but not limited to, their actions leading to this sale and from Buyer and Seller's decision not to avail themselves of any or all inspections and to personally view the property. Agents and representatives shall be entitled to enforce and rely upon all representations, warranties, statements, and acknowledgements made by the parties to this Agreement, as the same may relate to the agent or representative. All references to agents and representatives includes but is not limited to Salesperson(s), Broker(s), Associate Broker(s), Employee(s), Representative(s) and REALTORS®.

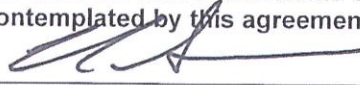
22. Buyer and Seller agree that any and all claims or lawsuits which they may have against the Listing Broker, Selling Broker or their agents/representatives as defined above, relating to their services must be filed no more than six (6) months after the date of closing or termination of the transaction described in this Agreement and any remedy shall be limited to the actual fee paid to Broker(s) by Buyer and/or Seller, as applicable. Buyer and Seller waive any statute of limitations to the contrary.

23. This Agreement constitutes the entire agreement between Buyer and Seller and there are no agreements, representations, statements, or understandings which have been relied upon by the parties which are not stated in this Agreement. This Agreement shall inure to the benefit of and bind the parties hereto and their respective heirs, legal representatives, successors, and permitted assigns. Buyer and Seller further agree that this Agreement supersedes any and all prior agreements, understandings or representations made by the parties or their agents.

24. This offer shall expire if not responded to in writing on or before 3/2/24 at 1:00 [] am pm or upon Seller's receipt of written or verbal revocation from Buyer, whichever is earlier. Buyer reserves the right to withdraw this offer by delivering written or verbal notice of withdrawal to the Seller or Seller's Agent prior to Buyer receiving written notice of Seller's acceptance of this offer. Seller's Acceptance shall not be effective until received in writing by Buyer or Buyer's Agent.

25. BUYER'S RECEIPT AND DIRECTION: Buyer has received a copy of this offer to purchase and acknowledges they have read, understand, and agree to the same. By signing below, Buyer directs Selling REALTOR® to present this offer to Seller and/or Listing REALTOR®.

NOTE: Insert the address and/or electronic delivery address of each party and REALTOR® approved for the receipt of any notice contemplated by this agreement.

Signature: 
Print Name & Title: Chris Downs, Officer
Company Name: Signature Research, Inc.
Email: cdowns@signatureresearchinc.com

Date: 2/27/24
Primary Phone: 906-398-3236
Alternate Phone/Fax: 810-834-7814

Signature: _____
Print Name & Title: _____
Company Name: _____
Email: _____

Date: _____
Primary Phone: _____
Alternate Phone/Fax: _____

SELLING REALTOR® Fax: (906)482-1310 Email: kristine.weidner@c21affiliated.com

Buyer Legal Name(s) Chris Downs, Officer MLS: 50131007 Date: 02/26/2024
Buyer Company Name Signature Research, Inc. Buyer Address: 51946 Airport Park Rd, Calumet, MI 49913

26. SELLER'S RESPONSE:

- Seller accepts this offer to purchase as written with no changes.
- Seller rejects this offer to purchase in its entirety.
- Seller's Counter-Offer: Seller rejects this offer and submits the following counter-offer:

Check if applies: Seller shall have _____ days from signed acceptance to seek legal and/or tax advice to determine if withholding of Seller proceeds at closing is required pursuant to FIRPTA. Seller may terminate this Agreement within the timeframe specified above, if and only if, Seller provides written proof by attorney, tax advisor and/or title agency confirming FIRPTA withholding applies AND Seller net proceeds (purchase price less standard Seller closing costs and any items necessary to provide clear title) are not sufficient to meet FIRPTA withholding requirements. If Seller does not provide written notice within the timeframe specified or does not seek legal or tax advice, this contingency shall be deemed waived by Seller and Seller shall comply with all FIRPTA requirements, including but not limited to bringing additional Seller funds to closing to meet withholding requirements. (If number of days above is left blank, the default timeframe shall be 5 days from signed acceptance.)

This counter-offer shall expire unless a copy with the Buyer's written acceptance is delivered to the Seller or Seller's agent on or before _____ at _____ [] am/ [] pm or upon Buyer's receipt of written or verbal revocation from Seller, whichever is earlier. Seller reserves the right to accept any other offer prior to Seller or Seller's Agent receiving Buyer's written acceptance of this Counter-Offer. Acceptance shall not be effective until received by Seller or Seller's Agent.

SELLER'S RECEIPT AND DIRECTION: Seller has received a copy of this offer to purchase and acknowledges they have read, understand, and agree to the same. By signing below, Seller directs Listing REALTOR® to present this offer to Buyer and/or Selling REALTOR®.

NOTE: Insert the address and/or electronic delivery address of each party and REALTOR® approved for the receipt of any notice contemplated by this agreement.

Signature: *Dennis M. Hext*
Print Name & Title BY: Dennis Hext - Airport Manager
Company Name: Houghton County Airport Committee
Email: dhext@cmxairport.com

Date: 2-29-24
Primary Phone: _____

Signature: _____
Print Name & Title: _____
Company Name: _____
Email: _____

Alternate Phone/Fax: _____

Date: _____
Primary Phone: _____

Alternate Phone/Fax: _____

Seller's Address: 23810 Airpark Blvd Suite 113, Calumet, MI 49913

LISTING REALTOR® Fax: (906)482-1310 Email: Kristine.Weidner@c21affiliated.com

27. BUYER'S RESPONSE:

- Buyer accepts Seller's Counter-Offer in Paragraph 26 and all unchanged terms as written.
- Buyer rejects Seller's Counter-Offer. See Addendum _____ for Buyer's Counter-Offer.
- Buyer has received and accepts Seller's acceptance. (This is only required if Seller's acceptance was received after Buyer's original offer had expired. Effective date of Seller's acceptance is the date received by Buyer or Buyer's Agent.)

Signature: Buyer acknowledges Seller's Acceptance:
Chris Downs, Officer

Date: _____

Signature: Chris Downs

Date: 02/29/2024

28. ACKNOWLEDGEMENT: Seller has received and accepts Buyer's acceptance. (This is only required if Buyer's acceptance of Seller's Counter-Offer was received after Buyer's original offer had expired. Effective date of Buyer's acceptance is the date received by Seller or Seller's Agent.)

Signature: _____
BY: Dennis Hext - Airport Manager

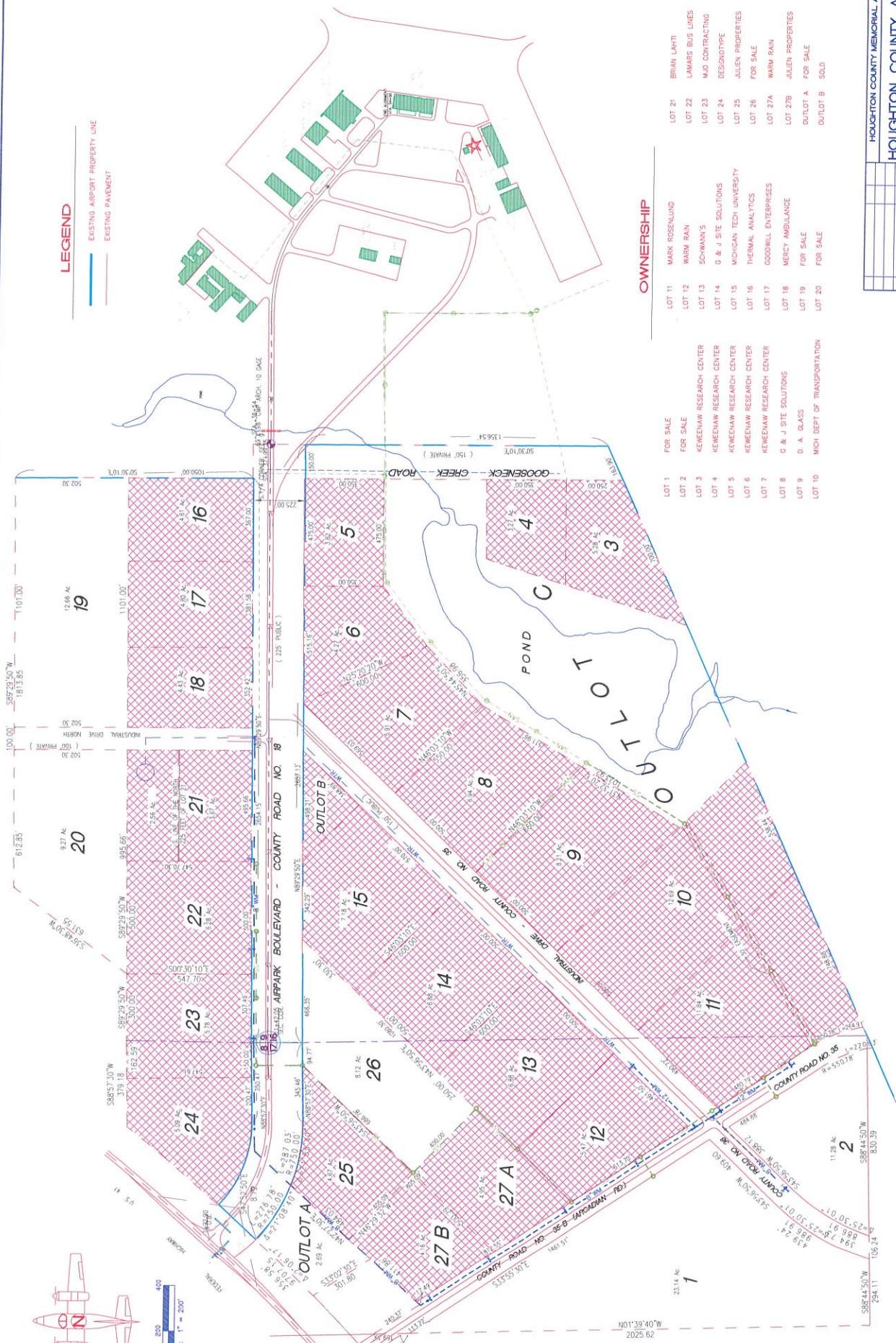
Date: _____

Signature: _____

Date: _____



Chris Thomas
5/2/2024



LEGEND

- EXISTING AIRPORT PROPERTY LINE
- EXISTING PAVEMENT

OWNERSHIP

- | | | | | | |
|--------|-----------------------------|--------|--------------------------|----------|------------------|
| LOT 1 | FOR SALE | LOT 11 | MARK ROSENBLUM | LOT 21 | BRIAN LAHTI |
| LOT 2 | FOR SALE | LOT 12 | WARM RAIN | LOT 22 | LAMARS BUS LINES |
| LOT 3 | KEWENAW RESEARCH CENTER | LOT 13 | SCHWANN'S | LOT 23 | M&O CONTRACTING |
| LOT 4 | KEWENAW RESEARCH CENTER | LOT 14 | G & J SITE SOLUTIONS | LOT 24 | DESIGNOTYPE |
| LOT 5 | KEWENAW RESEARCH CENTER | LOT 15 | MICHIGAN TECH UNIVERSITY | LOT 25 | JULEN PROPERTIES |
| LOT 6 | KEWENAW RESEARCH CENTER | LOT 16 | THERMAL ANALYTICS | LOT 26 | FOR SALE |
| LOT 7 | KEWENAW RESEARCH CENTER | LOT 17 | GOODWILL ENTERPRISES | LOT 27A | WARM RAIN |
| LOT 8 | G & J SITE SOLUTIONS | LOT 18 | MERCY AMBULANCE | LOT 27B | JULEN PROPERTIES |
| LOT 9 | D. A. GLASS | LOT 19 | FOR SALE | OUTLOT A | FOR SALE |
| LOT 10 | MICH DEPT OF TRANSPORTATION | LOT 20 | FOR SALE | OUTLOT B | SOLD |

HOUGHTON COUNTY MEMORIAL AIRPORT			
HOUGHTON COUNTY AIRPARK			
Primary Airport Services, LLC			
NO.	REVISIONS	BY	DATE
1	LOTS 8, 25, 27B	KJJ	12/7/18

HOUGHTON COUNTY MEMORIAL AIRPORT			
HOUGHTON COUNTY AIRPARK			
Primary Airport Services, LLC			
NO.	REVISIONS	BY	DATE
1	LOTS 8, 25, 27B	KJJ	12/7/18

HOUGHTON COUNTY MEMORIAL AIRPORT			
HOUGHTON COUNTY AIRPARK			
Primary Airport Services, LLC			
NO.	REVISIONS	BY	DATE
1	LOTS 8, 25, 27B	KJJ	12/7/18

Houghton County Board of Commissioners

Houghton County Courthouse
401 East Houghton Avenue
Houghton, MI 49931
(906) 482-8307



Tom Tikkanen *Chairman*
District 1
Roy Britz *Vice Chairman*
District 5
Joel Keranen *Commissioner*
District 2
Glenn Anderson *Commissioner*
District 3
Gretchen Janssen *Commissioner*
District 4

Sale of Outlot A to Signature Research, Inc.

RESOLUTION #24-05

WHEREAS, The Houghton County Board of Commissioners, as successor in interest to the dissolved Houghton County Airport Authority on July 24, 1989 is authorized to all rights of interest and statutory authority granted to the dissolved Houghton County Airport Authority.

WHEREAS, The Houghton County Memorial Airport Committee, created on July 26, 1989, under the Authority of the Houghton County Board of Commissioners, pursuant to Act 73 of the Public Acts of 1970 and Act 327 of the Public Acts of 1945, and pursuant to the authority vested in the County of Houghton by the Aeronautics Code of the State of Michigan has the authority to adopt rules and regulations for the management, government and the use of said airport property.

NOW THEREFORE, BE IT RESOLVED, Tom Tikkanen, Houghton County Board Chairman, is authorized to sign all closing documents for the sale of Outlot A of Houghton County Airpark Plat, to Signature Research, Inc.

BE IT FURTHER RESOLVED, at a Houghton County Board of Commissioners Meeting held on March 12, 2024, a resolution was adopted to approve the conditions set forth in the purchase agreement presented on February 29, 2024 with final acceptance of February 29, 2024 from Signature Research, Inc., for Outlot A, Airpark Plat, for the purchase price of \$20,000.00 pursuant to the Airport Industrial Park Covenants Section 5, Resale Rights, contained within the Houghton County Airpark Plat, September 12, 1973, in Liber 23 of Miscellaneous Records, Page 157, Houghton County Register of Deeds Records.

Moved by Commissioner:

Supported by Commissioner:

Roll Call Vote:

Yes:

No:

Motion Carried.

RESOLUTION DECLARED ADOPTED.

Tom Tikkanen, Chairman
Houghton County Board of Commission

Date

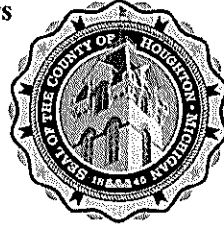
STATE OF MICHIGAN)
) ss.
COUNTY OF HOUGHTON)

I, Jennifer Kelly, County Clerk of Houghton County, do hereby certify and set my seal to the above Resolution as adopted March 12, 2024, at the Houghton County Courthouse, 401 East Houghton Avenue, Houghton, MI 49931.

Jennifer Kelly, Houghton County Clerk

Houghton County Board of Commissioners

Houghton County Courthouse
401 East Houghton Avenue
Houghton, MI 49931
(906) 482-8307



Tom Tikkanen *Chairman*

District 1

Roy Britz *Vice Chairman*

District 5

Joel Keranen *Commissioner*

District 2

Glenn Anderson *Commissioner*

District 3

Gretchen Janssen *Commissioner*

District 4

RESOLUTION #24-06

**REQUESTING STATE AND FEDERAL CONSIDERATION FOR DROUGHT
DECLARATION ADDITION AND SBA LOAN FUNDING OPPORTUNITIES FOR
HOUGHTON, BARAGA AND KEWEENAW COUNTIES**

WHEREAS, on March 4, 2024 Governor Whitmer sent out a message urging Michigan small business owners impacted by the lack of snow to apply for Federal funding from the Small Business Administration through Economic Injury Disaster Loans; and,

WHEREAS, 42 Counties were identified in the release citing disaster drought designation, and businesses in these 42 Counties have the ability to get short term relief in the form of SBA Loans. Surprisingly, Houghton County was not included on this list; and,

WHEREAS, the Governor’s story highlights the impacts of a much warmer than normal winter tourism season, and the negative impacts that has on local communities and businesses who now may be in need. This included spotlighting the Copper Dog 150 sled dog race being cancelled in the Keweenaw; and,

WHEREAS, the Governor, State and Federal Legislators have told our story of winter hardship in the release, and have sympathized with the plight of those in need, but somehow have not included Houghton, Keweenaw, and Baraga Counties on their list of 42; and,

THEREFORE, BE IT RESOLVED that the Houghton County Board of Commissioners, on behalf of every business owner in our County and in our neighboring Counties, strongly encourages Governor Whitmer and our Legislators to ensure that Houghton County and all Counties who were left out receive this same opportunity.

Moved by Commissioner:

Supported by Commissioner:

Roll Call Vote:

Yes:

No:

Motion Carried.

Houghton County Board of Commissioners

Houghton County Courthouse
401 East Houghton Avenue
Houghton, MI 49931
(906) 482-8307



Tom Tikkanen *Chairman*

District 1

Roy Britz *Vice Chairman*

District 5

Joel Keranen *Commissioner*

District 2

Glenn Anderson *Commissioner*

District 3

Gretchen Janssen *Commissioner*

District 4

RESOLUTION DECLARED ADOPTED.

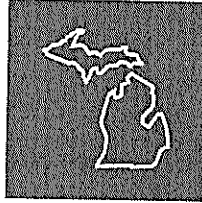
Tom Tikkanen, Chairman
Houghton County Board of Commissioners

Date

I, Jennifer Kelly, County Clerk for Houghton County, do hereby certify and set my seal to the above Resolution as adopted March 12, 2024 at the Houghton County Courthouse, 401 East Houghton Avenue, Houghton, MI, 49931.

Jennifer Kelly, Houghton County Clerk

Resolution #24-06 will be sent to State Representative Greg Markkanen, State Senator Ed McBroom, US Congressman Jack Bergman, US Senator Gary Peters, US Senator Debbie Stabenow, and Governor Gretchen Whitmer.



Whitmer

Gov. Whitmer Urges Small Businesses Impacted by Lack of Snow to Apply for Available Federal Funding

March 04, 2024

Author:

Executive Office of the Governor

Communications Division

press@michigan.gov

FOR IMMEDIATE RELEASE

March 4, 2024

Contact: press@michigan.gov

**Gov. Whitmer Urges Small Businesses Impacted by Lack of Snow to Apply
for Available Federal Funding**

*Amid the warmest winter on record, businesses in federally designated areas can apply
for Economic Injury Disaster Loans*

LANSING, Mich. --As Michigan continues to face record high winter temperatures, Governor Gretchen Whitmer urged Michigan small businesses impacted by lack of snow to apply for federal funding from the Small Business Administration (SBA). Amid

the warmest winter on record, with days in February and March topping 60 degrees, federal Economic Injury Disaster Loans are available because of ongoing federal drought declarations affecting 42 Michigan counties.

"Michiganders are used to tough winters, but this year's record-setting warm winter has been tough in a different way, causing economic hardships for small businesses and regional economies that rely on snow," said **Governor Whitmer**. "I know how hard this winter has been on families and communities who rely on winter tourism revenue and all the associated business that comes with it—hotels, restaurants, and shops. Fortunately, businesses in these 42 counties in the UP and the Northern Lower Peninsula can apply for support right now. A drought is a drought—whether we're talking about rain or snow. Businesses impacted by low snow in these 42 counties can apply for support right now, and I'll continue to push our federal government for more solutions. We'll get through this warm winter together."

Record-Breaking Winter

- The UP200 was cancelled for the second year in a row because of warm weather.
- 16% of the Great Lakes froze over this winter, compared to 53% normally.
- Marquette has seen 72.6 inches of snow this season, compared to 127 inches on average.
- The Copper Dog 150 in the Keweenaw Peninsula was cancelled due to weather.
- The Tahquamenon Country Sled Dog Race in Newberry was cancelled due to weather.
- Detroit reached 73 degrees on February 27, the hottest February day in recorded history—dating back to 1874.
- Snowfall in Grand Rapids is more than three feet—36 inches—below the seasonal average.

"It's all hands on deck to ensure our small businesses affected by the unseasonable lack of snow across the First District are able to make it through this tough winter," said **U.S. Representative Jack Bergman**. "Working together with the Governor, business owners, and local leaders, we will continue to take every step possible to extend necessary resources and assistance to help our communities thrive through this unprecedented winter."

“The many great businesses that depend on a winter wonderland need this chance to access relief funds,” said **state Senator Ed McBroom (R-Vulcan)**. “Winter will be back next year, and we want these shops to be open and ready to serve the visitors who come to the UP.”

“This winter has been especially hard on our businesses that rely on snow. From ski hills to hotels and restaurants, many businesses I've spoken to are concerned whether they can even make it to the summer,” said **state Senator John Damoose (R-Harbor Springs)**. “Thank you to all who took the time to meet with us and to the Governor for working with the Small Business Administration to help make special low-interest EIDL loans available. I encourage all of our businesses to move quickly to secure this critical support.”

“The lack of snow this winter has had a profound impact on our local seasonal economies and the people who depend on them, especially in the U.P.,” said **state Representative Jenn Hill (D-Marquette)**. “I appreciate the governor encouraging Michigan's small businesses to take advantage of the aid that's available. We all want to ensure our communities remain resilient in the face of these unexpected challenges.”

“Michiganders up north know that getting through the winter means pulling together. That's true during unusually warm winters, too,” said **state Representative Betsy Coffia (D-Traverse City)**. “This unseasonably warm winter has created unique challenges, especially for those businesses that rely on snow for a strong tourist season. So, I certainly echo Governor Whitmer's call for small businesses to apply for SBA funds in the face of these unpredictable and difficult times.”

Drought Designation

42 Michigan counties are covered by a disaster designation for drought from the [U.S. Department of Agriculture](#). Through SBA declarations related to those designations, businesses in these counties may be eligible for emergency loans that offset their business losses if the loss is related to the drought.

There are the 42 counties covered by four different SBA drought declarations. Where two declarations cover one county, businesses can apply under either declaration. Applicable SBA declarations and relevant deadlines are as follows:

1. Alcona – Drought Declaration #20175, Deadline 9/26/2024
2. Alger– Drought Declaration #20175, Deadline 9/26/2024
3. Alpena – Drought Declaration #20133, Deadline 8/12/2024 OR Drought Declaration #20175, Deadline 9/26/2024
4. Antrim– Drought Declaration #20133, Deadline 8/12/2024
5. Arenac – Drought Declaration #20133, Deadline 8/12/2024
6. Bay – Drought Declaration #20133, Deadline 8/12/2024
7. Benzie – Drought Declaration #20133, Deadline 8/12/2024
8. Charlevoix – Drought Declaration #20133, Deadline 8/12/2024
9. Cheboygan – Drought Declaration #20133, Deadline 8/12/2024 OR Drought Declaration #20175, Deadline 9/26/2024
10. Clare – Drought Declaration #20133, Deadline 8/12/2024
11. Crawford – Drought Declaration #20133, Deadline 8/12/2024 OR Drought Declaration #20175, Deadline 9/26/2024
12. Delta – Drought Declaration #20175, Deadline 9/26/2024
13. Dickinson – Drought Declaration #20209, Deadline 11/27/24
14. Emmet – Drought Declaration #20133, Deadline 8/12/2024
15. Gladwin – Drought Declaration #20133, Deadline 8/12/2024
16. Gogebic – Drought Declaration #18175, Deadline 5/13/2024
17. Grand Traverse – Drought Declaration #20133, Deadline 8/12/2024
18. Gratiot – Drought Declaration #20133, Deadline 8/12/2024
19. Iosco – Drought Declaration #20175, Deadline 9/26/2024
20. Iron – Drought Declaration #18175, Deadline 5/13/2024
21. Isabella – Drought Declaration #20133, Deadline 8/12/2024
22. Kalkaska – Drought Declaration #20133, Deadline 8/12/2024
23. Leelanau – Drought Declaration #20133, Deadline 8/12/2024
24. Luce – Drought Declaration #20175, Deadline 9/26/2024
25. Mackinac – Drought Declaration #20133, Deadline 8/12/2024 OR Drought Declaration #20175, Deadline 9/26/2024
26. Manistee – Drought Declaration #20133, Deadline 8/12/2024

27. Marquette – Drought Declaration #20175, Deadline 9/26/2024
28. Mecosta – Drought Declaration #20133, Deadline 8/12/2024
29. Menominee – Drought Declaration #20175, Deadline 9/26/2024
30. Midland – Drought Declaration #20133, Deadline 8/12/2024
31. Missaukee – Drought Declaration #20133, Deadline 8/12/2024
32. Montmorency – Drought Declaration #20133, Deadline 8/12/2024 OR Drought Declaration #20175, Deadline 9/26/2024
33. Ogemaw – Drought Declaration #20133, Deadline 8/12/2024 OR Drought Declaration #20175, Deadline 9/26/2024
34. Ontonagon – Drought Declaration #18175, Deadline 5/13/2024
35. Osceola – Drought Declaration #20133, Deadline 8/12/2024
36. Oscoda – Drought Declaration #20133, Deadline 8/12/2024 OR Drought Declaration #20175, Deadline 9/26/2024
37. Otsego – Drought Declaration #20133, Deadline 8/12/2024 OR Drought Declaration #20175, Deadline 9/26/2024
38. Presque Isle – Drought Declaration #20133, Deadline 8/12/2024 OR Drought Declaration #20175, Deadline 9/26/2024
39. Schoolcraft – Drought Declaration #20175, Deadline 9/26/2024
40. Roscommon – Drought Declaration #20133, Deadline 8/12/2024
41. Saginaw – Drought Declaration #20133, Deadline 8/12/2024
42. Wexford – Drought Declaration #20133, Deadline 8/12/2024

“The Michigan Snowsports Industries Association (MSIA) is very appreciative of the work by the Governor’s office, the Small Business Administration and the Michigan Economic Development Corporation to provide disaster relief funding, which will help many Michigan ski areas that are vital job providers and assets to our communities but suffered critical visitation and revenue losses due to weather, with reduced staffing and limited operations during key visitation times,” said **Mickey MacWilliams, president and executive director of MSIA**. “This has been a challenging winter all across the state but we will persevere, and even with the mild temperatures, many Michigan ski areas are still open to welcome guests.”

“This year’s El Nino weather pattern and unusually mild winter have severely affected our snow-dependent industries,” said **Warren Call, President & CEO of Traverse Connect and member of the Northern Michigan Chamber Alliance**. “The loans available through this initiative are a much-needed support effort for northern Michigan’s small

business employees and owners that rely heavily on winter recreation for their livelihood.”

SBA Economic Injury Disaster Loans

SBA [Economic Injury Disaster Loans](#) are designed to help businesses through disaster situations that have impacted their economic well-being. Loans are up to \$2 million to help meet financial obligations and operating expenses that could have been met had the disaster not occurred. Businesses pay no interest on the loan for the first year and a maximum rate of 4% for the rest of the loan period. Businesses must apply by the application deadline for their county.

Submit applications and find additional disaster assistance information at <https://lending.sba.gov>. Call SBA’s Customer Service Center at (800) 659-2955 or email disastercustomerservice@sba.gov for more information on SBA disaster assistance. If you are deaf, hard of hearing, or have a speech-related disability, please dial 7-1-1 to access telecommunications relay services. Applicants may also contact the Michigan Small Business Development Center at 1-833-522-0025 or email sbdcMichigan@gvsu.edu.

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MI Newswire

Governor

03 - March

Press Release

2024

Related News

May 7, 2024: Michigan Event Industry Day

April 2024: Alcohol Awareness and Underage Drinking Prevention Month

March 28, 2024: Medical Biller's Day

March 27, 2024: Amniotic Fluid Embolism Awareness Day

March 26, 2024: Science Appreciation Day

March 25, 2024: Medal of Honor Day

March 22-28, 2024: Doula Appreciation Week

March 18-24, 2024: Fix a Leak Week

March 17-23, 2024: Environmental Health Week

March 17 -23, 2024: Lynch Syndrome Awareness Week



Gov. Whitmer Urges Small Businesses Impacted by Lack of Snow to Apply for Available Federal Funding

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Ben Larson <administrator@houghtoncounty.net>

Resolution to initiate Materials Management Planning

1 message

Jerald Wuorenmaa <jwuorenmaa@wuppdr.org>

Fri, Mar 8, 2024 at 10:55 AM

To: Julie Carlson <clerk@keweenawcountymi.gov>, "goodreauw@baragacounty.org" <goodreauw@baragacounty.org>, Ben Larson <administrator@houghtoncounty.net>, Lynette Lorenz <LLorenz@ironmi.org>, Mary Dalpra <MDalpra@ironmi.org>, "Stacy C. Preiss (SPreiss@ontonagoncounty.org)" <SPreiss@ontonagoncounty.org>, Juliane Giackino <jgiackino@gogebic.gov>, Ramona Collins <clerk@gogebic.gov>
Cc: Lisa McKenzie <lmckenzie@wuppdr.org>

Good Morning,

Here is the long-awaited sample resolution for your county boards to initiate the requirements of the new materials management planning process.

This resolution itself has no significance to EGLE, but it will serve as a preliminary step to confirm your county's approach and prepare to enter into an interlocal agreement, after which an authorized representative of your county will make the official NOI submission, which is via an online form. WUPPDR can assist if needed.

I wanted to get this process rolling with the resolution (which you can put on either your March or April agendas) but will follow up with the interlocal agreement for consideration at your following meeting. We assume the counties may want to have legal counsel look over it.

FINALLY, please ask your board, or board chair, to consider who should initially represent your county on the multicounty materials management planning committee. I know elections are coming up in November, so there will be turnover, but the committee will need to be created before that.

Let me know if you have any questions; otherwise, have a great weekend!

Jerald (Jerry) Wuorenmaa, Executive Director

Western U.P. Planning & Development Region (WUPPDR)

400 Quincy St 8th Floor, Hancock, MI 49930

Working primarily remotely in Bergland, MI

(906) 482-7205 x111, jwuorenmaa@wuppdr.org



WUP Counties CAA multi & DPA resolution v2 Final.docx

38K

Houghton County Board of Commissioners

Houghton County Courthouse
401 East Houghton Avenue
Houghton, MI 49931
(906) 482-8307



Tom Tikkanen *Chairman*
District 1
Roy Britz *Vice Chairman*
District 5
Joel Keranen *Commissioner*
District 2
Glenn Anderson *Commissioner*
District 3
Gretchen Janssen *Commissioner*
District 4

RESOLUTION 24-07

ESTABLISHMENT OF COUNTY APPROVAL AGENCY, MULTI-COUNTY APPROACH, AND DESIGNATED PLANNING AGENCY FOR MATERIALS MANAGEMENT PLANNING UNDER PART 115, PUBLIC ACT 451 OF 1994, AS AMENDED

WHEREAS, the State of Michigan, with the intent to modernize the Solid Waste Management statute, has enacted amendments to Part 115, Public Act 451 of 1994 ("Part 115"), which among other components, will require development of County management plans ("MMP"), and

WHEREAS, the Department of Environment, Great Lakes and Energy "EGLE" issued a call for MMPs effective January 8, 2024, and

WHEREAS, Part 115 requires that within 180 days of the call for MMPs, each County Board of Commissioners for a County with a population of less than 250,000 conduct several actions, the first of which is to submit to EGLE a notice of intent indicating whether the County Board will prepare a MMP and act as the County Approval Agency ("CAA"), and

WHEREAS, if the County Board opts to prepare a MMP and act as the CAA, Part 115 requires that the County Board consult with each of its adjacent Counties regarding the option of preparing a multi-county MMP pursuant to the urban cooperation act, Public Act 7 of 1967, and that the County Board provide to EGLE documentation of both this consultation and the outcome of the consultations, and

WHEREAS, the Houghton County Board of Commissioners has consulted with adjacent Counties through multiple mechanisms, including engagement with other Counties' governing officials, facilitated by Western Upper Peninsula Planning and Development Region Commission, and

WHEREAS, Part 115 requires that if the County Board opts to become part of a multi-county MMP, the County Board will provide to EGLE a copy of an Interlocal Agreement identifying the process for creating a multi-county MMP, and

WHEREAS, Part 115 requires that if the County Board opts to prepare a MMP and act as CAA, the County Board Designates a Planning Agency ("DPA") and an individual within the DPA who shall serve as the DPA's contact person for the purpose of Part 115, and

WHEREAS, Part 115 requires additional actions before preparation of the MMP can proceed, including but not limited to appointment of a planning committee, oversight of creation and implementation of the DPA's work program, and various submittals and public notices.

NOW, THEREFORE, BE IT RESOLVED that all of the following are true

Houghton County's CAA is the Houghton County Board of Commissioners.

The Houghton County Board of Commissioners intends to prepare a multicounty MMP in conjunction with Baraga, Gogebic, Iron, Keweenaw and Ontonagon Counties.

The Houghton County Board of Commissioners has selected WUPPDR for its DPA, and its Executive Director (currently Jerry Wuorenmaa) as the contact person.

The Houghton County Board of Commissioners intends to enter into a multi-county Interlocal Agreement as soon as possible.

The Houghton County Board of Commissioners hereby designates the County Administrator Benjamin Larson as the authorized official who will submit the Notice of Intent for the County.

The Houghton County Board of Commissioners will meet the remaining requirements of Part 115 in the future, and at the appropriate and required times and dates.

Moved by Commissioner:

Supported by Commissioner:

Roll Call Vote:

Yes:

NO:

Motion Carried.

RESOLUTION DECLARED ADOPTED.

Tom Tikkanen, Chairman

Date

Houghton County Board of Commissioners

I, Jennifer Kelly, County Clerk of Houghton County, do hereby certify and set my seal to the above Resolution as adopted March 12, 2024, at the Houghton County Courthouse, 401 East Houghton Avenue, Houghton, MI 49931

Jennifer Kelly, Houghton County Clerk

TLASA Lagoon Expansion

Post Bid Cost Share Analysis for Houghton County Memorial Airport

1/23/24

TLASA received bids for their lagoon expansion project on February 8, 2023, from 4 contractors. The low bidder was Bacco Construction for both the Lake Linden Lagoon (contract 1) and the Tamarack City/Hubbell Lagoons (contract 2). Bids exceeded the original RD Funding by \$3,434,000. Through post bid value engineering, the total overage was reduced by \$429,000.

The construction breakdown for each site was approved at \$6,967,411.50 for Lake Linden Lagoons and \$6,900,509.50 for Tamarack/Hubbell Lagoons. Rural Development provided an additional grant of \$2,008,000 and a loan of \$977,000 which has an interest rate of 2.25% and a 40-year term. Therefore, the total funding from Rural Development includes an \$8,485,000 grant and \$7,000,000 in low interest loans.

Due to this additional \$977,000 loan amount, the Houghton County Airport's cost share for purchase of an additional 10,000 gallons for a total of 20,000 gallons annual daily average is recalculated below using the "Cash Payment Method" and "User Rate Method":

A. Cash Payment Method

➤ Pre-Bid Total Loan (Tamarack/Hubbell)	\$3,011,500
➤ Pre-Bid Airport Buy-in of Future Capacity 10,000 additional gpd annual average or 3,650,000/year $3,650,000 \div 63,500,000 \times 100 = 5.75\%$ $\$3,011,500 \text{ loan} \times 0.0575 = \$173,161;$	\$173,200
➤ Post-Bid Additional Loan = \$977,000 Tamarack/Hubbell Share = \$488,500 Airport Share: $\$488,500 \times 0.0575 = \$28,088.75;$ say \$28,100	
➤ Total Pre-Bid Loan & Post-Bid Loan Cash Payment $\$173,200 + \$28,100 =$	\$201,300

B. Annual Debt/Reserve Determination per year

➤ Pre-Bid Total Annual Debt/Reserve (Tamarack/Hubbell)	\$105,750/year
➤ Pre-Bid Airport Annual Share Based on 5.75% of Flow ($\$105,750 \times 0.0575$)	\$6,080/year

- Post-Bid Additional Annual Debt/Reserve (Lake Linden/Tamarack/Hubbell) (\$977,000 @ 2.25% plus 10% Reserve) \$41,030/year
- Post-Bid Additional Tamarack/Hubbell Share (\$41,030 ÷ 2) \$20,515/year
- Post-Bid Additional Airport Annual Share Based on 5.75% (\$20,515 x 0.0575) \$1,180/year
- Total Airport Annual Cost Share Pre-Bid plus Post-Bid (\$6,080 + \$1,180) \$7,260/year

C. 2024 Airport User Rates including buying future capacity not to exceed a total flow of 20,000 Gallons Per Day Annual Average using TLASA 2023 rates:

- Commodity Charge (O & M) \$11.69/1,000 gallons per month
- Large User Surcharge \$0
(no surcharge for airport until exceed 20,000 gallons per day annual average)
- Airport Expansion Surcharge (\$7,260 ÷ 4,537,253 gallons/year) \$1.60/1000 gallons per month
- Existing Debt Service Charge \$1.58/1,000 gallons per month
- Existing Admin. Base Rate \$12 bimonthly
- 2023 Total Commodity Charge for Airport (\$11.69 + \$1.60) \$13.29/1000 gallons

HOUGHTON COUNTY

CORONAVIRUS State & Local Fiscal Recovery Fu

\$6,931,199.00

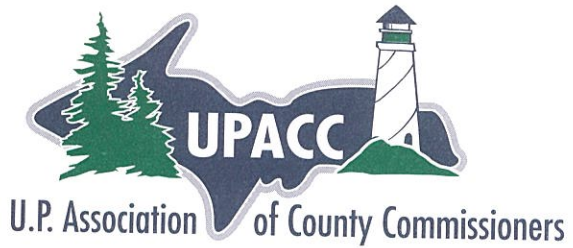
<u>DEPARTMENT</u>	<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>APPROVED</u>
SHERIFF'S DEPARTMENT		(5) PATROL CARS (2) VEHICLES	\$220,000.00 \$105,000.00	BOC APPROVED NOVEMBER 16, 2021 MEETING BOC APPROVED AUGUST 22, 2022 MEETING
SHERIFF'S DEPARTMENT	WATCH GUARD	BODY CAMERAS BODY CAMERAS ANNUAL INVOICE	\$70,287.00 \$10,281.60	BOC APPROVED MAY 26, 2022 MEETING BOC APPROVED MAY 26, 2022 MEETING
SHERIFF'S DEPARTMENT	MOTOROLA SOLUTIONS	PORTABLE RADIOS	\$101,880.76	BOC APPROVED MAY 26, 2022 MEETING
SHERIFF'S DEPARTMENT	AXON ENTERPRISES	TASERS	\$12,056.86	BOC APPROVED MAY 26, 2022 MEETING
SHERIFF'S DEPARTMENT	INDUSTRIAL GRAPHICS	MOBILE COMMAND HEADQUARTERS VINYL WRAP	\$13,044.00	BOC APPROVED MAY 26, 2022 MEETING
SHERIFF'S DEPARTMENT	REJ CONTRACTING	DOOR REPLACEMENT	\$10,454.00	BOC APPROVED MAY 26, 2022 MEETING
SOLID WASTE TRANSFER STATION	U.P. TRUCK CENTER	2023 WESTERN STAR TRACTOR	\$160,066.00	BOC APPROVED MAY 26, 2022 MEETING
SOLID WASTE TRANSFER STATION	INTERGRITY CUSTOM CONC	(2) CONCRETE APRONS	\$15,000.00	BOC APPROVED MAY 26, 2022 MEETING
SOLID WASTE TRANSFER STATION	BENLEE	2023 ROLL-OFF TRAILER	\$151,234.00	BOC APPROVED MAY 26, 2022 MEETING
SOLID WASTE TRANSFER STATION	CONTRACT WELDING	80 YD ROLL OFF CONTAINER	\$48,805.00	BOC APPROVED MAY 26, 2022 MEETING
SOLID WASTE TRANSFER STATION	DSI RECYLING SYSTEMS INC	CLEAN BURN FURANCE	\$12,174.00	BOC APPROVED MAY 26, 2022 MEETING
ROAD COMMISSION	TOWNSHIPS	COUNTY ROAD REPAIRS	\$1,128,105.00	BOC APPROVED JUNE 3, 2022 MEETING
ROAD COMMISSION	TOWNSHIPS	OSCEOLA TOWNSHIP ROAD REPAIRS	\$190,497.00	BOC APPROVED JUNE 3, 2022 MEETING
TRAIL SIGNS	JOE SCHNELLER	TRAIL SIGNS (\$11,000 signs, \$4,000 gas)	\$15,000.00	BOC APPROVED AUGUST 9, 2022 MEETING
COURTHOUSE MAINTENANCE	KEWEENAW CHEVROLET	TRUCK W/PLOW	\$47,000.00	BOC APPROVED AUGUST 22, 2022 MEETING
COURTHOUSE IT			\$180,000.00	BOC APPROVED AUGUST 22, 2022 MEETING
COURTHOUSE IT SECURITY		CYBER SECURITY	\$130,000.00	BOC APPROVED AUGUST 22, 2022 MEETING
COURTHOUSE SECURITY		SINGLE POINT ENTRY	\$250,000.00	BOC APPROVED AUGUST 22, 2022 MEETING
COURTHOUSE MAINTENANCE		LED LIGHT UPGRADES	\$28,500.00	BOC APPROVED AUGUST 22, 2022 MEETING
COURTHOUSE MAINTENANCE		ELEVATOR UPGRADES	\$155,250.00	BOC APPROVED AUGUST 22, 2022 MEETING
COURT UPGRADES		JAVS	\$70,000.00	BOC APPROVED AUGUST 22, 2022 MEETING
COURTHOUSE BUILDING		AC REPAIR/REPLACEMENT (2) UNITS	\$75,000.00	BOC APPROVED SEPTEMBER 29, 2022 MEETING
LAND PURCHASE		SHARON AVE PURCHASE	\$1,200,000.00	BOC APPROVED SEPTEMBER 29, 2022 MEETING
LAND BANK		BUILDING DEMOLITIONS	\$350,000.00	BOC APPROVED OCTOBER 11, 2022 MEETING
CLERK'S OFFICE		OFFICE UPGRADES	\$20,000.00	BOC APPROVED OCTOBER 19, 2022 MEETING
CHILD CARE		CHILD CARE EXPANSION	\$200,000.00	BOC APPROVED OCTOBER 19, 2022 MEETING
DISTRICT COURT/MAGISTRATE'S OFFICE		SECURITY UPGRADES	\$400,000.00	BOC APPROVED OCTOBER 19, 2022 MEETING
SHARON AVE		SHARON AVE. PROPERTY	\$500,000.00	BOC APPROVED OCTOBER 19, 2022 MEETING
AIRPORT		AIRPORT TERMINAL STUDY	\$200,000.00	BOC APPROVED NOVEMBER 15, 2022 MEETING
COURTHOUSE		PARKING DECK & 5TH FLOOR AC	\$25,000.00	BOC APPROVED NOVEMBER 15, 2022 MEETING
EMERGENCY MEASURE		SPILL RESPONSE UNIT	\$30,000.00	BOC APPROVED NOVEMBER 15, 2022 MEETING
SHARON AVE PROPERTY		ENGINEERING/PROFESSIONAL SERVICES	\$25,000.00	BOC APPROVED JANUARY 17, 2023 MEETING

TOTAL OBLIGATIONS

\$6,149,635.22 1/17/2023

REMAINING FUNDS

\$781,563.78



P.O. Box 606
2501 14th Avenue South
Escanaba, MI 49829

906.786.4701 • Fax 906.786.5853
www.upcap.org

February 26, 2024

**TO: Ben Larson
Houghton County Administrator
401 E. Houghton Avenue
Houghton, MI 49931**

**FROM: Upper Peninsula Association of County Commissioners
P.O. Box 606
Escanaba, MI 49829**

INVOICE FOR UPACC DUES - 2024:

\$174.00

WESTERN UPPER PENINSULA PLANNING & DEVELOPMENT REGION

February 16, 2024

INVOICE – VIA: EMAIL

Bill To	
Contact	Ben Larson
Company	Houghton County
Address	401 E. Houghton Ave., Houghton, MI 49931
Phone	(906) 482-8307
WUPPDR Contact	MaryEllen Hyttinen
Payment Terms	Net 30

Qty.	Description	Unit Price	Line Total
1	WUPPDR Member Contribution, Houghton County (WUPPDR FY 2023-24: 2 nd Qtr., Jan. 2024 – March 2024)	\$2,974.25	\$2,974.25
			\$2,974.25

Thank you for your business! Please send payment to:

Western Upper Peninsula Planning & Development Region

400 Quincy St 8th Floor, Hancock, MI 49930 | www.wuppdr.org

p. 906.482.7205 x117 | mhyttinen@wuppdr.org

