



**EMMET COUNTY
BOARD OF COMMISSIONERS'
MEETING AGENDA**

February 13, 2025

6:00 PM

Board of Commissioners Room 160
200 Division Street
Petoskey, MI 49770

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

APPROVAL OF AGENDA

APPROVAL OF MINUTES

- (1) February 3, 2025 Meeting Minutes

PUBLIC COMMENT

APPEARANCES

- (1) NCMC Child Care Initiative

ADMINISTRATOR'S REPORT

- (1) Administrator Report
- (2) Child Care Initiative Quarterly Update
- (3) Headlands 2024 Annual Dark Sky Report
- (4) Finance Report

UNFINISHED BUSINESS

CLAIMS

- (1) Claims and Committee and Travel Voucher Approval

NEW BUSINESS

- (1) 2025 Emmet-Charlevoix Fair Music Concert Agreements
- (2) Gawlinski - Seeking Safety Program
- (3) DPW- Food and Floral Scraps Collection Price Increase
- (4) Empiric Solutions Inc. Agreement 2025
- (5) FY25 Advanced Correctional Health Agreement (ACH)

APPOINTMENTS

- (1) Advisory Committee On Aging
- (2) NLEA Board

- (3) Veteran's Affairs Committee
- (4) Brownfield Redevelopment Authority

COMMUNICATIONS

COMMITTEE REPORTS

PUBLIC COMMENT

ANNOUNCEMENTS

- (1) The next Board of Commissioners meeting will be held on March 3, 2025 at 6:00 p.m. in the Board of Commissioners room, 200 Division St. Petoskey, 49770.

ADJOURNMENT

The Emmet County Board of Commissioners values public input and offers two opportunities for the public to comment, once at the beginning and once at the end of each meeting. Please be reminded that public comment is just that. It affords the County Board an opportunity to hear your views and remarks. The public should not expect to engage Commissioners in debate. Questions about County matters are best directed to individual Commissioners or the County Administrator between meetings. Contact information is available on the County's website at www.emmetcounty.org.

PUBLIC COMMENT AT MEETINGS OF THE EMMET COUNTY BOARD OF COMMISSIONERS

The Emmet County Board of Commissioners values public input and offers two opportunities for the public to comment at its Board meetings, once near the beginning and once near the end. It affords the Board an opportunity to hear your views and remarks. If you speak, you should not expect to engage the commissioners or staff in debate.

The availability of Public Comment is recognized by Robert's Rules of Order - Newly Revised, the Michigan Open Meetings Act, and the Board's Rules of Procedure. All three sources provide that rules are appropriate for orderly comment from the public. To that end, the following information is provided:

1. A person who wishes to speak during Public Comment will first obtain approval of the Chairperson before speaking.
2. The person will stand at the podium so that the microphone located there will be able to amplify the person's voice.
3. The person addresses the Chairperson on behalf of the entire Board. Public Comment is not to be addressed to individual commissioners. The person will first state their first and last name with spelling of the name if necessary.
4. At the Chairperson's discretion, anyone wishing to speak may be asked to fill out a card with the person's name and address, and indicating which agenda item or topic the speaker intends to address.
5. There is a three (3) minute time limit for each speaker. The time limit may be extended by the Chairperson or by a majority of the Board members present. If a speaker uses less than the three (3) minutes allotted, they will not be able to speak on the same topic again during that Public Comment until all other persons wishing to be heard on the subject have had an opportunity to speak. Otherwise,

a speaker may speak only once at each Public Comment. There is no provision in the Rules of Procedure for another audience member to "donate" their three (3) minute time to a speaker.

6. A speaker will be out of order if the speaker disrupts the meeting, fails to be germane, by speaking longer than the allotted time, by speaking vulgarities, or by making a personal attack on a Board member or county employee that is unrelated to the performance of that person's duties.

7. If a speaker is called out of order, that speaker will not be able to speak again at the same meeting except by special leave of the Board. If the speaker continues to disrupt the meeting or is disorderly, the Chairperson may request the removal of the speaker by law enforcement.

8. The Chairperson will have the discretion to permit members of the public to speak at times other than the times reserved for public comment.

Please click [here](#) for the Emmet County Board of Commissioners' complete Rules of Procedure



EMMET COUNTY - Board of County Commissioners Meeting
February 13, 2025 - 6:00 PM

February 3, 2025 Meeting Minutes

SUMMARY:

Draft minutes for the February 3, 2025 meeting have been attached for review and approval.

ATTACHMENTS:

Description

- ▣ February 3, 2025 DRAFT Minutes

**EMMET COUNTY
BOARD OF COMMISSIONERS' MINUTES
200 DIVISION ST. PETOSKEY, MI 49770
February 3, 2025 - 6:00 PM**

DRAFT

CALL TO ORDER

The meeting was called to order by Board Chair, Dave White, at 6:00 p.m.

PLEDGE OF ALLEGIANCE

ROLL CALL

Members present: Chuck Laughbaum, Brett Gooding, Don Mapes, Rich Ginop, Brian Gutowski, Dave White, Matt Koontz.

APPROVAL OF AGENDA

Motion by Commissioner Gutowski and seconded by Commissioner Ginop to approve the agenda as printed. Motion passed by voice vote.

Yes - Ginop, Gooding, Gutowski, Koontz, Laughbaum, Mapes, White

No -

APPROVAL OF MINUTES

January 16, 2025 Meeting Minutes

Motion by Commissioner Mapes and seconded by Commissioner Laughbaum to approve the January 16, 2025 meeting minutes. Motion passed by voice vote.

Yes - Ginop, Gooding, Gutowski, Koontz, Laughbaum, Mapes, White

No -

PUBLIC COMMENT

Scott Hankins, Charlevoix County Board Chair, spoke regarding the interlocal 911 CALM Agreement between Emmet, Charlevoix, and Cheboygan counties. He wanted the entire Board to know that he feels the agreement is "broken" and needs to be fixed, and would like the county board to discuss the agreement.

APPEARANCES

Veterans Affairs

Jeff Urban briefed the board on the services of the Veteran's Affairs Office, and gave them an update on their activity in 2024. The office served 2,183 veterans in 2024 which was a decrease from 2023. They processed 185 claims and disbursed approximately \$71,000 in state grant money.

ADMINISTRATOR'S REPORT

Administrator Report

Dave Boyer reported that the de-icer at the airport is working, and one of the septic pumps is getting replaced. He added that there is a meeting on February 11, at the McKinley Township Hall to discuss tree removal at the airport. He also briefed the status of several facility projects throughout the county.

Boyer responded to Scott Hankin's public comment by noting that the administrators are meeting with the three county board chairs to discuss the CALM agreement. They will bring their suggestions back to the entire county boards once they meet.

CCE Board Minutes

UNFINISHED BUSINESS

NEW BUSINESS

RFP - Ambulance Power Load Cot Fastening System

Motion by Commissioner Mapes and seconded by Commissioner Laughbaum to approve the bid from Stryker Sales, LLC for the purchase of one Power Load Fastener System for Emmet County EMS Ambulance in the amount of \$34,201.39, pending a suitable sales agreement to be determined by Civil Counsel and the Administrator, and authorize the County Administrator to sign all required documents to facilitate the purchase. Motion passed by roll call vote.

Yes - Ginop, Gooding, Gutowski, Koontz, Laughbaum, Mapes, White

No -

Extension of Contract with MGT Consulting regarding CAP

Motion by Commissioner Gutowski and seconded by Commissioner Ginop to approve the attached extension of the 2022-2025 agreement with MGT Consulting Group, and authorize the County Administrator to sign on any and all required documents on behalf of the Board of Commissioners. Motion passed by roll call vote.

Yes - Ginop, Gooding, Gutowski, Koontz, Laughbaum, Mapes, White

No -

Sheriff- MCOLES Public Safety Academy Assistance Program

Motion by Commissioner Koontz and seconded by Commissioner Mapes to approve the Public Safety Academy Assistance Program appropriation, in the amount of \$20,000.00, from the Michigan Commission on Law Enforcement Standards. Motion passed by roll call vote.

Yes - Ginop, Gooding, Gutowski, Koontz, Laughbaum, Mapes, White

No -

Sheriff App OCV LLC

Motion by Commissioner Gutowski and seconded by Commissioner Ginop to approve the proposal from OCV LLC. to provide the SHERIFFAPP not to exceed \$14,490.00, and authorize the County Administrator to sign the agreement. Motion passed by roll call vote.

Yes - Ginop, Gutowski, Koontz, Laughbaum, Mapes, White

No - Gooding

Sheriff's Office- LOU Waiver of Promotion Testing

Motion by Commissioner Koontz and seconded by Commissioner Mapes to approve the Letter of Understanding to the FOP Command Unit Collective Bargaining Agreement waiving the written test requirement required by Section 17.9 of the agreement and authorize the Board Chairperson to sign the agreement. Motion passed by roll call vote.

Yes - Ginop, Gooding, Gutowski, Koontz, Laughbaum, Mapes, White

No -

Planning and Zoning / Building Department New Vehicle Purchase

There was some discussion regarding buying local vs. getting the lowest cost. Dave Boyer will look into the pros and cons of each.

Motion by Commissioner Gutowski and seconded by Commissioner Ginop to approve the purchase of two (2) 2025 Chevrolet Equinox LT vehicles from Berger Chevrolet at \$28,547.00 each, one for the Planning and Zoning Department and one for the Building Department, and authorize the County Administrator to sign all necessary documents to complete the purchase. Motion passed by roll call vote.

Yes - Ginop, Gutowski, Koontz, Laughbaum, Mapes, White

No - Gooding

County Fleet Lease Renewals

Motion by Commissioner Koontz and seconded by Commissioner Laughbaum to approve Enterprise Fleet lease agreements for four (4) 2025 Chevrolet Equinox AWD at a maximum total monthly cost of \$2,842.28 for 48 months. I further move to apply equity from four current Enterprise lease vehicles to the cost and authorize the County Administrator to sign all necessary documents. Motion passed by roll call vote.

Yes - Ginop, Gooding, Gutowski, Koontz, Laughbaum, Mapes, White

No -

Amendment No2 to Qualified Plan Service Agreement

Motion by Commissioner Mapes and seconded by Commissioner Ginop to approve the Amendment NO 2 to the Qualified Plan Service Agreement with Sigma Planning Corporation as presented in an amount not to exceed \$12,500, and authorize the County Administrator to sign the amendment on behalf of the entire Board of Commissioners. Motion passed by roll call vote.

Yes - Ginop, Gooding, Gutowski, Koontz, Laughbaum, Mapes, White

No -

COMMUNICATIONS

Laughbaum read an email from a citizen in Cross Village who is having issues with the Equalization Department regarding the address for his new home. Boyer will reach out to him and try to rectify his issues.

Boyer noted he received a letter from a Mr. Harrington that he will share with the Commissioners.

PUBLIC COMMENT

None

ANNOUNCEMENTS

The next Board of Commissioners meeting will be held on February 13, 2025 at 6:00 p.m. in the Board of Commissioners room, 200 Division St. Petoskey, 49770.

ADJOURNMENT

Motion by Commissioner Ginop and seconded by Brett Gooding to adjourn the meeting at 6:55 p.m. Motion passed by voice vote.

Yes - Ginop, Gooding, Gutowski, Koontz, Laughbaum, Mapes, White

No -

Dated:

Suzanne R. Kanine
Emmet County Clerk

David M. White
Board Chair, Emmet County Board of Commissioners



EMMET COUNTY - Board of County Commissioners Meeting
February 13, 2025 - 6:00 PM

NCMC Child Care Initiative

SUMMARY:

Jennifer Wixson
NCMC Program Coordinator

ATTACHMENTS:

Description

- ▣ Child Care Initiative Emmet Update 2025



Child Care Initiative

North Central Michigan College

A woman with long dark hair, smiling warmly, is sitting on the floor and reading a colorful children's book to two young children. On her left is a white toddler in a pink shirt, and on her right is a Black toddler in a blue shirt. Both children are looking at the book with interest. The woman is wearing a light-colored top and a pearl bracelet. The background is a bright, out-of-focus room with a bookshelf visible on the right.

**A high-quality, accessible child care system
that is supported through community
connections.**

A well functioning ECE system...

- ✓ Benefits the child
- ✓ Benefits the family
- ✓ Benefits our community

Five Impact Areas





Child Care Initiative

North Central Michigan College

Phase 2: Implement and Evaluation Innovations

Concept 1:

True Cost
Fiscal
Modeling

Concept 2:

The HUB:
Aligning the
Child Care
Ecosystem

True Cost Fiscal Modeling

A viable and sustainable change to the child care system depends on a strong foundation of a well-qualified workforce.


Ensuring living wages and benefits, a predictable salary scale, and a defined career pathway are workforce sustainability strategies funded through increased tuition/fees. This defines early care and education businesses' true cost fiscal model (TCM).



Stabilizing the Workforce

EVALUATION TOOL

Living Wage Salary Scale for Early Childhood Professionals

		Competency Level and Education Attainment			
		Beginning Indicates a need for Information/Education Specific to the Role	Developing Incorporates Knowledge and Comprehension	Achieving Incorporates Application and some Analysis	Extending Incorporates Analysis and Synthesis
		High School Diploma	CDA- ECE/CD Associate	ECE/CD Associate- ECE/CD/ED Bachelor	ECE/CD/ED Bachelor- ECE/CD/ED Masters
Professional Level and Role	Base Level-Entry Role	\$18/hr. or \$37,440/yr.	\$20/hr. or \$41,600/yr.		
	ECE I-Support Role	\$22/hr. or \$45,760/yr.	\$24/hr. or \$49,920/yr.	\$26/hr. or \$54,080/yr.	
	ECE II-Lead Role		\$28/hr. or \$58,240/yr.	\$30/hr. or \$62,400/yr.	\$32/hr. or \$66,560/yr. +
	ECE III-Administrative Role			\$34/hr. or \$68,640/yr.	\$36/hr. or \$74,880/yr. +

CAREER PATHWAY

LIVING WAGE

**Current Annual Cost of
Infant-Toddler Care in
Emmet County**

\$14,000



**Annual True Cost of Infant-
Toddler Care in Emmet
County**

\$24,000



**Annual Employer Support
to keep cost down for an
employee**

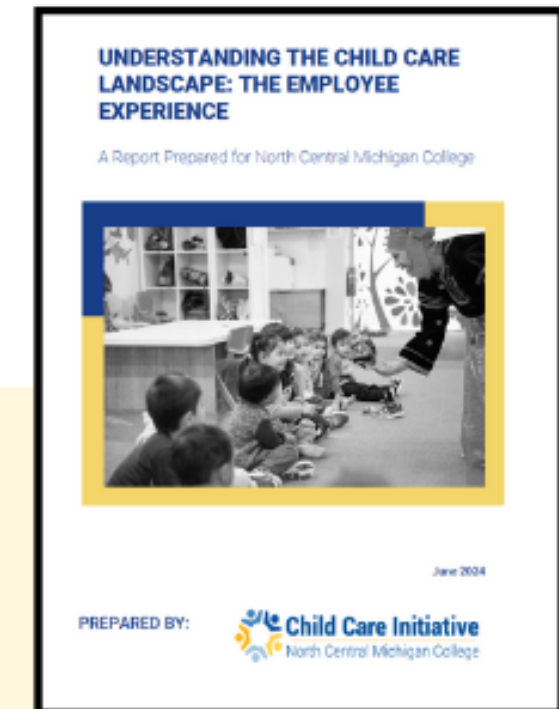
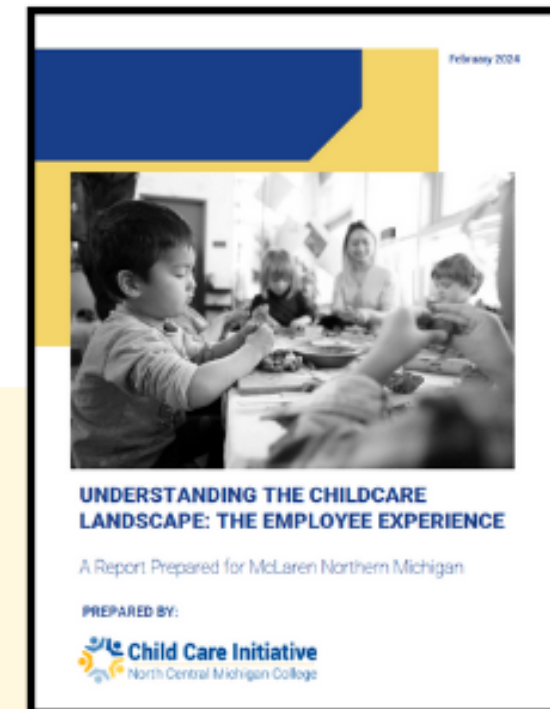
\$10,000

What is the true-cost of an infant-toddler program that pays qualified caregivers a living-wage and benefits?

Making Childcare Affordable: Engaging Employers



The Child Care Initiative is helping employers understand the landscape of employee childcare needs.



What does Employer Engagement look like?

- Family Friendly Policies
 - Stipends
 - Vouchers
 - Onsite Childcare
 - Childcare Benefit options
- Paid Maternity/Paternity Leave
 - Family Friendly Policies,
 - Public Advocacy
 - Cost Sharing options like:



**UNDERSTANDING THE CHILD CARE
LANDSCAPE: THE EMPLOYEE
EXPERIENCE**

A Report Prepared for North Central Michigan College



June 2024

PREPARED BY:



**Child Care Landscape
Assessments
NCMC
McLaren NM
Circuit Control Corp.
Manthei
Irish Boat Shop
LTBB – Government Operations**

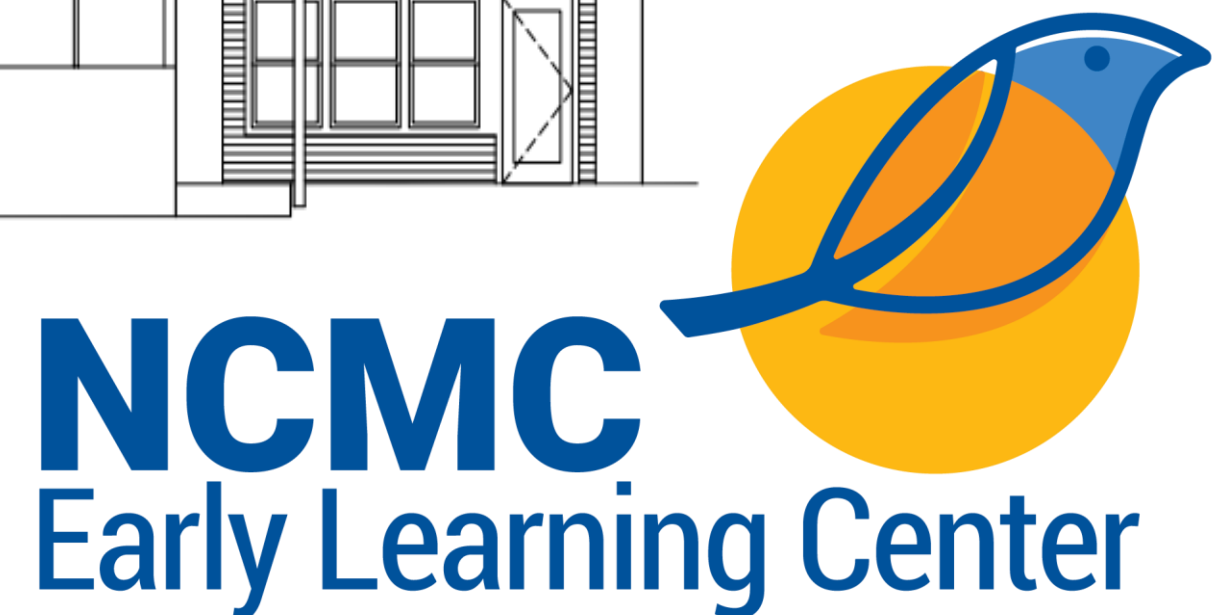


Building Capacity & Testing the Innovations

NCMC Early Childhood Building Renovation



- Reggio Emilia Inspired programming
- Serving 12 children, 0-3 years old
- Open year-round, Monday-Friday
- Opening in April
- Serving student-parents, employer partners, and the general public
- Expanding in 2025







The HUB: Aligning the Child Care Ecosystem

To ensure viable and sustainable change to the child care system parents, early care and education professionals, and employers need to be interconnected and have access to resources and technical support.

Creating connections with stakeholder partners, including the Great Start Collaborative, Great Start to Quality, and the Chamber of Commerce, is key to intentionally aligning resources.

Supported Through Community Connections

Emmet County

Leadership Little Traverse

North Central Michigan College Foundation

Little Harbor Cup

Petoskey-Harbor Springs Area Community
Foundation

Sunrise Rotary

Hestia

Frey Foundation

Women Who Care

University of Michigan – Poverty Solutions
Early Childhood Investment Corporation

US Department of Education – CCAMPIS

Questions?



EMMET COUNTY - Board of County Commissioners Meeting
February 13, 2025 - 6:00 PM

Administrator Report

ATTACHMENTS:

Description

- ▣ Administrator's Report

Emmet County Board of Commissioners Meeting

February 13, 2025
Administrator's Report

Staffing Report

<u>Open</u>	<u>Department</u>	<u>Status</u>
<u>Paramedic PT</u>	<u>EMS</u>	<u>Reviewing applications</u>
<u>Deputy Director Equalization</u>	<u>Equalization/GIS</u>	<u>Reviewing applications</u>
<u>Deputy Sheriff (3)</u>	<u>Sheriff</u>	<u>Reviewing applications</u>
<u>PT Deputy Clerk</u>	<u>District Court</u>	<u>Reviewing applications</u>
<u>Internal Controls Specialist</u>	<u>Treasurer</u>	<u>Reviewing applications</u>
<u>Building Official</u>	<u>Construction Resources</u>	<u>Reviewing applications</u>
<u>Corrections Officer</u>	<u>Sheriff</u>	<u>Just Posted</u>
<u>New Hires</u>		<u>DOH</u>
<u>Jenniffer Azolas</u>	<u>PT District Court Deputy Clerk</u>	<u>1/21/2025</u>
<u>Zachary Bronikowski</u>	<u>GIS Coordinator</u>	<u>2/13/2025</u>
<u>Resignations/Termination</u>		<u>DOT</u>
<u>Brenda Ford</u>	<u>Sheriff</u>	<u>2/12/2025</u>
<u>Malachi Champion</u>	<u>Sheriff</u>	<u>1/20/2025</u>
<u>Cherayn Oom</u>	<u>FOC</u>	<u>1/31/2025</u>
<u>Promotions/Transfers</u>		<u>DOT/DOP</u>
<u>Jayna Steffel</u>	<u>From: Transfer Station Superintendent TO: Recycle Center – Waste Management Director</u>	<u>2/10/2025</u>
<u>Michael White</u>	<u>EMS PT – to FT</u>	<u>1/21/2025</u>
<u>Nick Slowinski</u>	<u>EMS PT – to FT</u>	<u>2/1/2025</u>

Parks and Recreation

The Annual Kids Ice Fishing Day takes place Saturday, Feb. 15, from noon to 4pm at Camp Petosega. The event coincides with the Michigan Department of Natural Resources' free fishing weekend. Kids in kindergarten through eighth grade along with their parents or guardians are welcome to join us for an afternoon of ice fishing and fun.

Volunteers, including the Northmen Anglers, will be helping kids with baiting and fishing. We supply the fishing gear and bait while parents supply the warmly dressed kids.

Planning and Zoning

The Planning Commission (PC) meeting for January was canceled due to lack of agenda items.

The Zoning Board of Appeals heard two cases. One case was approved for a waterfront and road front setback variance in Bear Creek Township. One case for a front and rear yard setback variance in Springvale Township was denied.

Staff participated in the following:

- Two Bear Creek Township Planning Commission meetings and a Local Emergency Planning Committee meeting.
- Staff is working on executing a MSHDA Housing Ready Grant as the Planning & Zoning department updates the County Master Plan.
- Staff organized a stakeholder meeting with various governmental agencies, a non-governmental agency, and property owner interested in redeveloping a site. The site impacts the Tannery Creek during flooding events and causes disruption and damage to public infrastructure. (MDOT, LTBB, ECOEM, EGLE, Bear Creek Township, Emmet County P&Z, TOMWC and the private property owners attended.)
- Staff attended a United States Geological Survey (USGS) presentation related to mapping services (topographical maps) available and provided by the federal government.
- Staff met with Bear Creek Township officials and Petoskey Public School Superintendent regarding a possible Safe Routes to Schools project.
- Staff met with Readmond Township Supervisor to discuss possible project along M-119 (Heritage Route) to improve safety.

Building Department

Inspection activity is just slightly below last year, which is not surprising since do have winter weather this year.

Overall permit activity for January 2025 shows a 13% increase in total permits issued compared to last year.

Permits issued in January include:

- 91 building permits (26% increase from 2024)
- 75 electrical permits (6% increase from 2024)
- 166 mechanical permits (14% increase from 2024)
- 80 plumbing permits (5% increase from 2024)

These levels of permit activity for January are comparable to the past 3 years, all of which ended up being record breaking for the department.

REQUESTS FOR PROPOSALS/BIDS

Self Propelled Plow Truck with Material Spreader and Dump Box
PROPOSAL DUE DATE: February 14, 2025 @ 10:00 AM EST

Camp Petosega Paving Improvements
PROPOSAL DUE DATE: February 21, 2025 @ 3:00 PM EST
MANDATORY SITE VISIT: January 31, 2025 @ 10:00 AM EST

Self Propelled Plow Truck with Deicer

PROPOSAL DUE DATE: February 14, 2025 @ 10:30 AM EST

Pellston Airport Runway 14-32 Crack Sealing & Pavement Marking, Apron Pavement Marking

PROPOSAL DUE DATE: February 12, 2025 @ 3:00 PM EST

Transfer Station Compactor

PROPOSAL DUE DATE: February 27, 2025 @ 3:00 PM ES

Transfer Station Compactor #1 Demolition, New Electrical & Foundations

PROPOSAL DUE DATE: February 27, 2025 @ 3:00 PM EST

Petoskey Curling Club at the Fair Grounds





EMMET COUNTY - Board of County Commissioners Meeting
February 13, 2025 - 6:00 PM

Child Care Initiative Quarterly Update

ATTACHMENTS:

Description

- ▣ Child Care Initiative Quarterly Update



Quarterly Update

February 2025 | Issue 8

Welcome to the Child Care Initiative Quarterly Update!

At the heart of our work is a vision for a high-quality, accessible early care and education system that supports families, children, and employers alike. By fostering strong community connections, we aim to create innovative solutions that address child care needs and promote lasting impact. In this issue, we're excited to share updates on our ongoing efforts, including employer partnerships, the new NCMC Early Learning Center, the Child Care Access Means Parents in School (CCAMPIS)



Featured here is an example of the parent desks with child spaces.

CCAMPIS

We are proud to share that our

program and more. Together, we're building a stronger, more connected community for all.

Employer Engagement

Child Care Landscape Assessments

We are dedicated to addressing the child care needs of our community and supporting local employers in fostering family-friendly workplaces. Through our ongoing Child Care Landscape Assessments, we partner with organizations to understand their unique challenges and opportunities related to child care. These in-depth analyses help identify employer goals, survey workforce needs, and provide tailored, data-driven recommendations to strengthen child care services. Recently, we completed an assessment for the Irish Boat Shop, which provided valuable insights into how child care impacts their workforce. We are now analyzing survey data collected from the Little Traverse Bay Bands of Odawa Indians to support their efforts in meeting the needs of their employees and families.

Summer Care & Programming

Recognizing the importance of accessible child care year-round, we are also working to address summer care challenges. To support working families, we are surveying local organizations that offer summer camps and care programs. By gathering details about program offerings, registration processes, and schedules, we will synthesize this information into a comprehensive resource for employers. This tool aims to help employers support their workforce with families by connecting them to reliable care options during the summer months.

NCMC is an Employer Partner

We are also proud to announce that North Central Michigan College (NCMC) has become an official employer partner with our new Early Learning Center on campus. This partnership enables NCMC employees to access high-quality child care with financial support, reinforcing the college's commitment to supporting its workforce and promoting work-life balance.

Through these initiatives, we are making significant strides in addressing the child care needs of our region, helping employers retain and support their workforce while enhancing the overall well-being of families in our community.

Child Care Access Means Parents in School (CCAMPIS) program has funded 25 student parents, positively impacting 37 children in our region. Having already met our 2024/2025 goal, Kristin Jardine, CCAMPIS Advisor, has supported over 70 student parents and will roll out mandatory advising for all student parents this fall. Mandatory advising ensures that Kristin has direct contact with all enrolled student parents, helping them stay on track with their education plans to complete their degrees quickly and successfully. It also allows her to connect them with resources and support options tailored to their unique needs.

Family-friendly Space

Our first family-friendly space on campus, located in the library, is nearly complete and will open by the end of February. This space includes a redesigned study room outfitted with new round tables and chairs, as well as two glider/swivel/rockers in each room to provide comfortable spots for nursing or rocking little ones. When a student parent reserves a study room, they can select "student parent," ensuring age-appropriate toys are available for their children to play with while they study.

Additionally, we are introducing two student parent desks with "kid corrals" attached, located on the far-left side of the library. This area will also feature a dedicated children's section with beanbag chairs, a Lego table, a magnet board, and plenty of children's books. It will be a vibrant and welcoming space for families to spend time on campus, fostering both education and parenthood.

Student Parent Advisory

Our Student Parent Advisory Team, made up of 8 student parents, is planning their first

NCMC Early Learning Center



NURTURING YOUNG LEARNERS IN EMMET COUNTY
Building Bright Futures Through Exploration & Play

It was an exciting fall working on the build out for the future NCMC Early Learning Center. Our natural playground was finished before the snow fell and we cannot wait to utilize this beautiful learning space! We officially accepted a bid for interior renovation of the early childhood building that will serve as our true-cost business model child care program. The space will serve a small capacity of 12 children aged infant, toddler, and young preschool.

Our team has been diligently working on ordering of materials, creation of policies and procedures, and program development. We are excited for the new NCMC Early Learning Center webpage to be live and have been busy fine tuning our new staff onboarding platform. With the support of NCMC Instructional Design and our own CCI team member, Laura Tuthill, the creation of an intentional way to orient new staff to our program is coming alive! An onboarding and training platform provides crucial support to new child care employees, ensuring a smooth transition into their roles and empowering them to deliver high-quality care. Such platforms have broad benefits, from fostering a sense of purpose to improving retention and creating a culture of continuous learning.

CCI Team member Jen Harris has led the development of the Evaluation Tool that will be used at the ELC. This tool is to complement the Living Wage Salary Scale that will be implemented with all new hires. The tool breaks down eight Core Knowledge and Core Competencies. The Michigan Core Knowledge and Core Competencies are the expectations of the knowledge, skills, and dispositions necessary for all early childhood educators and the tool will be used by both administrators evaluating staff as well as serve as a self-reflection tool.

We look forward to sharing our timeline of

on-campus event: a Valentine's Day family celebration. The event will include food, kids' activities, games, Valentine-themed crafts like popsicle picture frames, a photo shoot, and printed family pictures—a perfect opportunity to celebrate together as a community.

Documentary Film Project

Finally, we are excited to announce our student parent documentary film project, which will feature three student parents: two moms (a nursing student and an ECE graduate) and one dad (a psychology student who works at a substance abuse organization). This mini-documentary will raise awareness about the challenges of being a student parent and showcase the support available at NCMC. It will serve as an advocacy tool for community engagement, faculty and staff awareness, and future funding opportunities while inspiring current and prospective student parents to pursue their goals with confidence

The new Early Learning Center natural playground!



completion, community groundbreaking events and anticipated opening date very soon!

Living Wage Salary Scale

Documenting the Work

We developed two key resources to outline the process of creating and implementing the Living Wage Salary Scale: a White Paper detailing the framework and a How-To-Use document providing practical guidance.

Measuring the Impact

To assess the effects of wages and benefits on the early care and education workforce, we drafted three surveys for data collection. These surveys will be distributed soon to gather critical insights.

Shaping the Utilization

We designed the Evaluation Tool based on the Michigan Core Knowledge and Core Competencies for the Early Care and Education Workforce. An accompanying Indicator Key was also created to support accurate scoring and assessment.



Child Care Initiative Leadership Team



- Jennifer Wixson, ECE Program Director & CCI Faculty Advisor
- Laura Tuthill, Project Coordinator
- Jen Harris, Project Coordinator
- Anne Thornton, NCMC Early Learning Center Director
- Kristin Jardine, CCAMPIS Advisor & Activities Coordinator

Child Care Initiative | [Contact Us](#)

North Central Michigan College | 1515 Howard St. | Petoskey , MI 48770 US

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EMMET COUNTY - Board of County Commissioners Meeting
February 13, 2025 - 6:00 PM

Headlands 2024 Annual Dark Sky Report

ATTACHMENTS:

Description

- ▣ Headlands 2024 Annual Dark Sky Report

SUBMITTED IN PARTIAL FULFILLMENT OF THE REQUIREMENTS
FOR INTERNATIONAL DARK SKY PARK DESIGNATION

2024 ANNUAL DARKSKY REPORT



HEADLANDS

International Dark Sky Park

Headlands International Dark Sky Park

Emmet County Parks and Recreation



2024 Annual DarkSky Report

Reporting Period: January 1 - December 31, 2024

Submitted to DarkSky International on January 6, 2025
in fulfillment of the requirements for designation. Revised for presentation.

Prepared by Park Manager, Jamie Westfall

Introduction

Headlands, an Emmet County park with International Dark Sky Park designation through DarkSky, is required to submit an annual report on related activity. In 2024 DarkSky requested reporting for each dark sky place in the following categories: Night Sky Monitoring, Lighting Compliance, Education, Outreach, and Partnerships; they also requested reporting of future threats, and change in ownership, size, and access.

This report is modified from the original form submission to DarkSky to a printable format and for the purposes of sharing the information, data, and imagery with other stakeholders.

Site Information

Headlands International Dark Sky Park,
15675 Headlands Road, Mackinaw City,
MI 49701

Designation Category: Park

Designation Year 2011

Designated under the 2008 Guidelines
Version



Aurora Borealis, as viewed from Headlands Guest House overlooking Trails End Bay and Headlands Observatory; May, 2024

Night Sky Quality Monitoring

DarkSky uses a standardized approach to monitor changes in zenith night sky brightness across all of the certified Places. The current procedure involves taking measurements with a Sky Quality Meter (SQM) device, whether that is with a handheld or permanently installed device. At the time of Headlands' certification, the Sky Quality Meter SQM-L (Unihedron Company) was utilized for measuring the night sky above the property, on Feb. 2, 2011 (Emmet County, Document of Sky Quality, 2011, p. 28).

Four readings were taken on property in 2011, ranging from 20.7 to 21.35. Orion and the Milky Way were prominent (Emmet County, 2011). Based on these readings, The Headlands was originally certified with Silver Tier Accreditation.



UniHedron Handheld Sky Quality Meter

In 2024, using the same type of device, by Unihedron, readings collected were very similar, with averages ranging from 21.08-21.36, with an overall average of 21.18 (*Figure 1. SQM Data at Headlands, 2024*). Data is now collected from precise locations every month (*Figure 2. 2024 SQM Data Tables and Worksheet*). Orion and the Milky Way remain prominent. There is no detectable decline in the sky quality at this location; in fact, the sky quality meter indicates a slightly darker sky than at the time of certification.

Headlands Sky Quality Data 2024

(Zone map from SQM worksheet below for reference)

2024 SQM DATA HEADLANDS, DARK SKY MEASUREMENTS USING UNIHEDRON HANDHELD SQM, ALL READINGS ARE RECORDED IN MAG/ARC SEC2														
Date	Location Name	Geographic Coordinates - Latitude (in decimal degrees)	Geographic Coordinates - Longitude (in decimal degrees)	Time (24-hour clock)	SQM Reading	SQM AVG	% Cloud Cover	Moon Phase	Air Temperature (Fahrenheit)	Other notes+DLETCX.K2				
1/11/2024	Zone 1	43.7786898	-84.79106	22:45	21.06	21.06	30	NEW	21	partly cloudy- 1. Westhill				
1/11/2024	Zone 2	43.77873	-84.7904	22:45	21.06	21.06	30	NEW	21	partly cloudy- 1. Westhill				
1/11/2024	Zone 3	43.77899	-84.78977	22:47	21.04	21.04	30	NEW	21	partly cloudy- 1. Westhill				
1/11/2024	Zone 4	43.77822	-84.79104	22:48	21.04	21.04	30	NEW	21	partly cloudy- 1. Westhill				
1/11/2024	Zone 5	43.77799	-84.78977	22:48	21.18	21.18	30	NEW	21	partly cloudy- 1. Westhill				
1/11/2024	Zone 6	43.7782	-84.7895	22:49	21.08	21.08	30	NEW	21	partly cloudy- 1. Westhill				
4/11/2024	Zone 1	43.7786898	-84.79106	2:07	21.13	21.13	10	NEW	46	poor seeing conditions- A. Johnson				
4/11/2024	Zone 2	43.77873	-84.7904	2:09	21.16	21.16	10	NEW	46	poor seeing conditions- A. Johnson				
4/11/2024	Zone 3	43.77899	-84.78977	2:11	21.12	21.12	10	NEW	46	poor seeing conditions- A. Johnson				
4/11/2024	Zone 4	43.77822	-84.79104	2:14	21.14	21.14	10	NEW	46	poor seeing conditions- A. Johnson				
4/11/2024	Zone 5	43.77799	-84.78977	2:14	21.31	21.31	10	NEW	46	poor seeing conditions- A. Johnson				
4/11/2024	Zone 6	43.7782	-84.7895	2:14	21.21	21.21	10	NEW	46	poor seeing conditions- A. Johnson				
5/5/2024	Zone 1	43.7786898	-84.79106	23:00	21.39	21.39	0	NEW	43	very good night, very dark- A. Johnson				
5/5/2024	Zone 2	43.77873	-84.7904	23:08	21.32	21.32	0	NEW	43	very good night, very dark- A. Johnson				
5/5/2024	Zone 3	43.77899	-84.78977	23:10	21.39	21.39	0	NEW	43	very good night, very dark- A. Johnson				
5/5/2024	Zone 4	43.77822	-84.79104	23:02	21.25	21.25	0	NEW	43	very good night, very dark- A. Johnson				
5/5/2024	Zone 5	43.77799	-84.78977	23:18	21.35	21.35	0	NEW	43	very good night, very dark- A. Johnson				
5/5/2024	Zone 6	43.7782	-84.7895	23:14	21.36	21.36	0	NEW	43	very good night, very dark- A. Johnson				
7/7/2024	Zone 1	43.7786898	-84.79106	2:35	21.24	21.24	10	NEW	63	bad transparency- A. Johnson				
7/7/2024	Zone 2	43.77873	-84.7904	2:37	21.2	21.20	10	NEW	63	bad transparency- A. Johnson				
7/7/2024	Zone 3	43.77899	-84.78977	2:40	21.24	21.24	10	NEW	63	bad transparency- A. Johnson				
7/7/2024	Zone 4	43.77822	-84.79104	2:30	21.17	21.17	10	NEW	63	bad transparency- A. Johnson				
7/7/2024	Zone 5	43.77799	-84.78977	2:45	21.24	21.24	10	NEW	63	bad transparency- A. Johnson				
7/7/2024	Zone 6	43.7782	-84.7895	2:43	21.21	21.22	10	NEW	63	bad transparency- A. Johnson				
8/4/2024	Zone 1	43.7786898	-84.79106	2:37	21.17	21.17	10	NEW	72	clear, a little hazy- A. Johnson				
8/4/2024	Zone 2	43.77873	-84.7904	2:40	21.14	21.14	10	NEW	72	clear, a little hazy- A. Johnson				
8/4/2024	Zone 3	43.77899	-84.78977	2:42	21.10	21.10	10	NEW	72	clear, a little hazy- A. Johnson				
8/4/2024	Zone 4	43.77822	-84.79104	2:35	21.08	21.08	10	NEW	72	clear, a little hazy- A. Johnson				
8/4/2024	Zone 5	43.77799	-84.78977	2:40	21.10	21.10	10	NEW	72	clear, a little hazy- A. Johnson				
8/4/2024	Zone 6	43.7782	-84.7895	2:44	21.10	21.10	10	NEW	72	clear, a little hazy- A. Johnson				
9/28/2024	Zone 1	43.7786898	-84.79106	0:06	21.16	21.16	10	NEW	39	clear, average- Andrew Johnson				
9/28/2024	Zone 2	43.77873	-84.7904	0:07	21.11	21.11	10	NEW	39	clear, average- Andrew Johnson				
9/28/2024	Zone 3	43.77899	-84.78977	0:08	21.13	21.13	10	NEW	39	clear, average- Andrew Johnson				
9/28/2024	Zone 4	43.77822	-84.79104	0:04	21.16	21.16	10	NEW	39	clear, average- Andrew Johnson				
9/28/2024	Zone 5	43.77799	-84.78977	0:12	21.18	21.18	10	NEW	39	clear, average- Andrew Johnson				
9/28/2024	Zone 6	43.7782	-84.7895	0:16	21.16	21.16	10	NEW	39	clear, average- Andrew Johnson				

Figure 1: SQM Data 2024

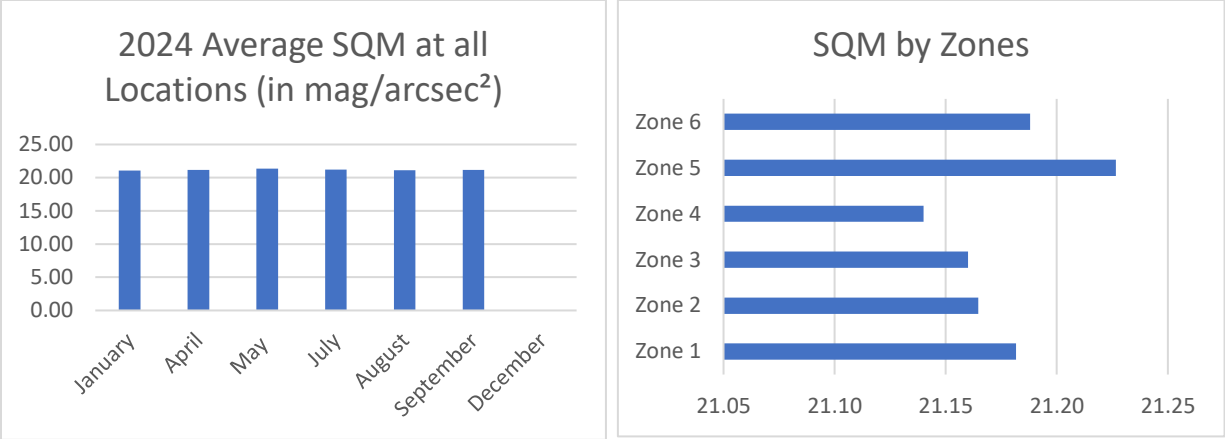


Figure 2: 2024 SQM Data Tables and Worksheet

Lighting Compliance

This section addresses the changes in the compliance rate of exterior light fixtures by standards for lighting set by DarkSky from when the park's original application was submitted to the present day. Parks, Sanctuaries, and Reserve cores need to provide evidence of having 90% of their lighting compliant within 5 years and 100% of their lighting compliant within 10 years.

At the time of certification in 2011 The Headlands was only at 20% compliance; there were several dated fixtures on the property at that time (Emmet County, Lighting Inventory, 2011). Through years of upgrades and the construction of a new facility and viewing area, the property is now at 100% compliance.



Viewing Area Lighting

Within the park, bollard lighting is the most prevalent on the *property* (Figure 3, *Viewing Area Lighting Inventory, 2024*); these fixtures are in compliance with standards at the time of designation and also shielded and red-filtered.

Since its designation in 2011 one-hundred percent of the outdoor lighting on the property has been updated to fixtures that met specifications by DarkSky at the time of installation.

All lighting is shielded, projected downward, and has a CCT of 3,000 or lower. All fixtures in the viewing area are red-filtered. All of the lighting in the park remains in compliance with the county ordinance put in place at the time of designation to restrict lighting within in this dark sky park. The only updates this year were to repair existing units and add two new bollards for the new sidewalk in the parking expansion (Figure 4. *Kickplate Lighting Updates, 2023*; Figure 5. *Map and Detail of Bollard Lighting, 2024*).



Image by Roy McKee III

LIGHTING INVENTORY



Figure 3: Viewing Area Lighting Inventory, 2024

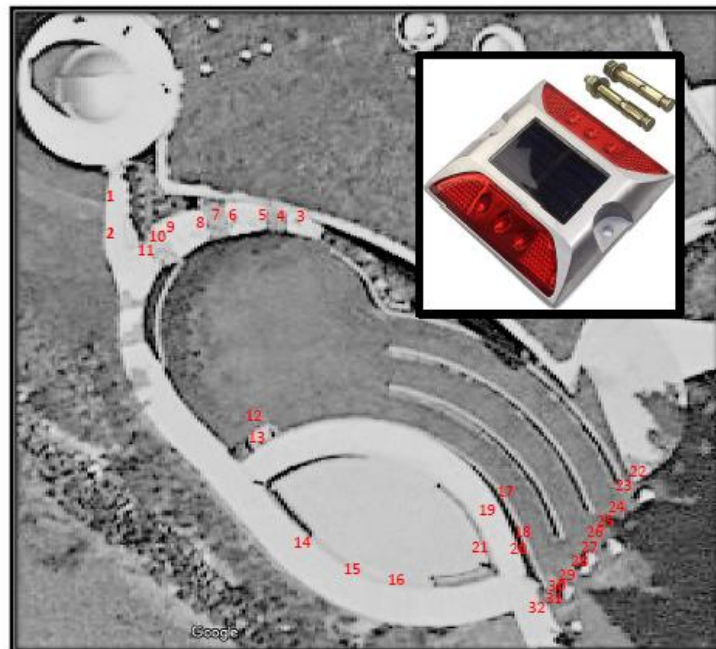


Figure 4: Red Kickplate Lighting inventory, 2024

Dark Sky Viewing Area and Parking Lot Bollard Lighting Map



Image from Sidock Group, Inc. (2024)

31-39 "Turtle" Bollard by Intrigue Lighting (installed 2017): two new bollards (38, 39 installed summer 2024) are displayed in green. In the image shown the constructed "berm" between the viewing area and parking lot is not yet planted with vegetation.



Turtle Bollard by Intrigue Lighting



Satellite image of former parking lot footprint prior to 2024 expansion from Google Maps

Figure 5. Map and Detail of Light Bollards 2024

Outreach, Education, and Media

DarkSky requests that each Dark Sky Place summarize the different methods of dark-sky and light pollution-related outreach, education, and media they have been involved with during the reporting period. They want to know how designation status is impacting each Place, and the visitor/public experience. They request that each Place report how they are integrating DarkSky into programs and messaging and provide a summary of the events hosted at this site, with the following provided:

- Total number of events
- Number of unique efforts offered
- Total number of attendees for all events. Note - “unique efforts” offered represent the number of different programs at the site.



Headlands Sky Docents

Programming

In 2024, the park reported 18 presentations and lectures, the Headlands Lights Out Challenge, and nightly observing as programming efforts (*Figure 6. Programming Attendance, 2024*). The park focuses programming efforts on activities and interests that require a dark sky; with a functioning observatory, there is a heavy focus on the astronomy and astrophotography.

Each event requires an introduction to DarkSky and their cause of dark sky preservation before the presentation. This is a requirement for all presenters partnering with Emmet County at this location.



Program: How Cold Is Space?

Attendance 2022-2024 for the Presentation and Lecture Series

- 2022 14 programs with 489 attendees reported
- 2023 19 programs with 694 in person attendees reported (41.9% increase from year prior)
- 2024 19 programs with 899 in person attendees reported (23% increase from year prior)

Traffic Data

The vehicle counter traffic data for the May 2-October 8 (approximate dates) reporting period 248 people per night (8.65% increase from 2023)*

** Data prior to 9/2024 does not provide information on pedestrians entering from the overflow parking lot. With the parking lot expansion more visitor vehicles will be included in the traffic counter data, which will provide a more accurate estimate of use*

Feedback

- As of December 2024 Headlands International Dark Sky Park maintained a 4.8-star *Excellent* rating with a total of 2,568 reviews on Google.
- As of December 2024 Headlands maintained a 4.5-star rating on Trip Advisor, with 342 reviews. It was ranked #6 of 35 things to do in Mackinaw City



2024 Headlands team enjoys the final event of the season

Social Media

Facebook <https://www.facebook.com/headlandsdarksleepark>

- 43,024 followers on Facebook. The site saw a 3% increase in followers; up from 41,744 followers last year. Overall, growth on this platform is in decline, as 2023 showed an 11.2% increase in followers. *In 2025 the park will begin using the Instagram platform to attempt to establish new audience on that growing platform.*

Headlands Programs 2024			
Program Title	Date	Presenter/Host	# of Participants
Aurora Chasers Workshop	3/16/2024	Aurora Chasers Workshop	100
Listening in the Dark: Soundscapes in the Night Sky	5/15/2024	Good Hart Artist Residency / LTC	40
The OSIRIS-Rex Mission	5/22/2024	NOMAC / Mick Groszko	25
Navigating Through the Night Sky	5/29/2024	NOMAC / Rod Cortright	27
The Experience of "Totality"	6/5/2024	NOMAC / Mick Groszko	29
Comets and Broom Stars of the Night Sky	6/6/2024	Kevin Dehne	31
Introduction to Astronomy	6/26/2024	Angie Morthland	66
Satellites, Starlink, and Space Junk	7/11/2024	Aurelian Balan	68
See the Northern Lights! Make Your Dream a Reality with Ross Elliot	7/15/2024	P+R	72
Space, Rocks, and Ice with Jamey Stutz	7/17/2024	Jamey Stutz	32
Introduction to Astrophotography	7/24/2024	NOMAC / Rod Cortright and Mick Groszko	23
Mysteries of the Southern Skies	7/31/2024	Professor Norbert Vance	79
Headlands Light's Out Challenge	8/4/2024	P+R	0
Why do we have Meteor showers?	8/7/2024	NOMAC / Rod Cortright	76
How Cold Is Outer Space?	8/14/2024	Kevin Dehne	42
James Webb Space Telescope Update	8/21/2024	NOMAC / Mick Groszko	35
Stellar Evolution in Depth	9/4/2024	NOMAC / Mick Groszko	42
Latest Discoveries for the Search of Life in our Solar System	9/11/2024	NOMAC / Mick Groszko	68
The History of the Night Sky and How it shaped Humanity	9/25/2024	Robyn Porteen	44
TOTAL PARTICIPANTS FOR 2024			899

Figure 6: Programming Attendance 2024

Headlands International Dark Sky Park 2024 Traffic Data, May 2-October 8 Reporting						
Date	Meter Reading Raw Data 26 weeks, Cumulative ft Weekly Meter Read	May-Oct Reporting Period Total Vehicles reading divided by four	Total Visitors 2024 Total Vehicles x 1.5	Total Visitors 2023 Total Vehicles x 1.5	2024-2023 Comp. Total # Visitors	
5-May	3489	1521	380.25	570.38	393.75	176.63
12-May	7451	3,962	990.50	1485.75	859.88	625.88
19-May	9,789	2,338	584.50	876.75	916.88	-40.13
26-May	13,032	3,243	810.75	1216.13	1620.75	-404.63
2-Jun	15,452	2,420	605.00	907.50	1128.00	-220.50
9-Jun	18,556	3,104	776.00	1164.00	1074.00	90.00
16-Jun	22,799	4,243	1060.75	1591.13	1704.75	-113.63
23-Jun	26,562	3763	940.75	1411.13	1857.75	-446.63
30-Jun	31,805	5243	1310.75	1966.13	1758.75	207.38
7-Jul	37,190	5385	1346.25	2019.38	2359.50	-340.13
14-Jul	45,151	7961	1990.25	2985.38	2673.38	312.00
21-Jul	53,389	8238	2059.50	3089.25	2189.25	900.00
28-Jul	60,084	6695	1673.75	2510.63	2227.13	283.50
4-Aug	66,372	6288	1572.00	2358.00	2093.63	264.38
11-Aug	72,341	5969	1492.25	2238.38	2560.88	-322.50
18-Aug	79,037	6696	1674.00	2511.00	2275.50	235.50
25-Aug	84,769	5732	1433.00	2149.50	1502.25	647.25
1-Sep	92,400	7631	1907.75	2861.63	2393.25	468.38
8-Sep	96,902	4502	1125.50	1688.25	1265.63	422.63
15-Sep	101,408	4506	1126.50	1689.75	1702.50	-12.75
22-Sep	105,699	4291	1072.75	1609.13	2139.00	-529.88
29-Sep	111,633	5934	1483.50	2225.25	1513.13	712.13
6-Oct	117,979	6,346	1586.50	2379.75	1526.25	853.50
5/5-10/6 Total	117,979 (from April 11-10/6)	116011	29002.75	43504.13	39735.75	3768.38
Weekly Average	4,538	4607.043478	1059.62	1740.17	1589.43	150.74
Nightly Average	648.24	658.1490683	151.37	248.60	227.06	21.54

Figure 7: Traffic Data, 2024

2024 Guest Book Breakdown

- Total of **1,772** entries
- **25** countries and territories
- **43** US states
 - 55% Michigan
 - 45% Other areas
- Of the 45% from other areas, the geographic breakdown was, as follows:
 - 19% Ohio
 - 13% Illinois
 - 13% Indiana
 - 6% Wisconsin
 - 3% Canada



Figure 8: Guest Book Breakdown 2024



Nightly Observing in the Amphitheater

Nightly Observing is an effort that is incredibly popular, drawing large crowds nightly, but remains difficult to measure. Due to staffing limitations in 2024 the park was unable to provide a staff astronomer on duty to provide nightly observing, star tour, and telescope viewing for the first time in several years.

In the past all clear nights June-September, weekends through October were covered. Most nights a staff member or volunteer was available, but not all.

This service is free and open to the public.

An average of 248.60 visitors (*Figure. 5, 2024 Traffic Counter Data*) enter the park nightly; many, but not all, participate in the nightly observing effort in some capacity.

Unfortunately, annual park visitation as measured by the traffic counter, does not include numbers that were parked nightly in the overflow parking field across the street and entered the park by foot (estimated hundreds of visitors and vehicles utilize the overflow nightly Wed-Saturday, July-September).



Excited visitors catch a glimpse of the Aurora Borealis in the overflow parking area at neighboring park, Heritage Village



Parking lot expansion completed September 2024

With the completion of the parking lot expansion project and the reduced need to utilize the overflow area in 2025, the vehicle counter log will now provide a much more accurate count of park visitation.

Since entry fees are not charged, and visitors come and go without passing a single point of entry, staff have not devised a more accurate method to measure nightly attendance for observing. Staff do utilize guest book entries to learn where visitors come from, and keep track of this data in a spreadsheet each year (*Figure 8. Guest Book Breakdown, 2024*)

To meet the requirements for designation, each program begins with a brief history of the park, date of designation, and an introduction to the mission of DarkSky. Staff or a volunteer will discuss the types of lighting in the park, why they are selected, and remind everyone to use red lighting as a courtesy in the viewing area.



Presenters address light pollution at the beginning of each lecture

Signage and Printed Materials

Park staff in the “Out of This World Gift Shop and Visitor Information Center” welcomed visitors with a variety of information relating to Aurora Borealis, stargazing, dark skies and DarkSky brochures, the upcoming eclipse, park maps, nightly programming, and more.



New Informational Signage

The park purchased two new light up marker boards for staff to write necessary information updates on daily. These updates were well

received by visitors.

In addition to the new lobby signage, park staff reprinted an educational brochure as a requirement of designation, as well as a reprint of the general park brochure, and a flyer placed in the neighboring community to promote events in the 2024 reporting period (*Figure. 9*).



Informational signage used to attract seasonal employees at a regional job fair

Culture and Arts in Program Offerings

Dark Sky International requests annual reporting of programming blending the arts and/or culture with dark skies. As a permanent effort, the park provides dynamic cultural interpretation of the dark sky with its Dark Sky Discovery Trail even when the stars aren't shining. It features cultural docents, indigenous artwork, and regional

photography that interprets humanity's relationship to the night sky over the centuries and across a variety of cultures. Additionally, the park participated in the following cultural initiatives in 2024:



- A collaboration with the Mackinaw Area Arts Council for the “Under A Dark Sky” Art Contest,” received 55 submissions. The top three will be installed in the Mackinaw City downtown area, to draw attention to the region’s beautiful dark skies. Cash awards totaling \$1,000 were distributed among three winners, with first prize receiving \$500, second prize \$300, and third prize \$200. Additionally, winning artworks will be printed and displayed on the art walk trail in Mackinaw City, accompanied by the artists' bios.



First place: Victor Spieles “Night Bear and Star Woman Seed the Summer Solstice.” Ink and Pen and Acrylic Paint



Listening exercise with Susan Mayo

- The Headlands collaborated with Good Hart Artist Residency and Little Traverse Conservancy to provide a sensory “Soundscapes of the Night Sky” program featuring their Artist in Residence, cellist, Susan Mayo

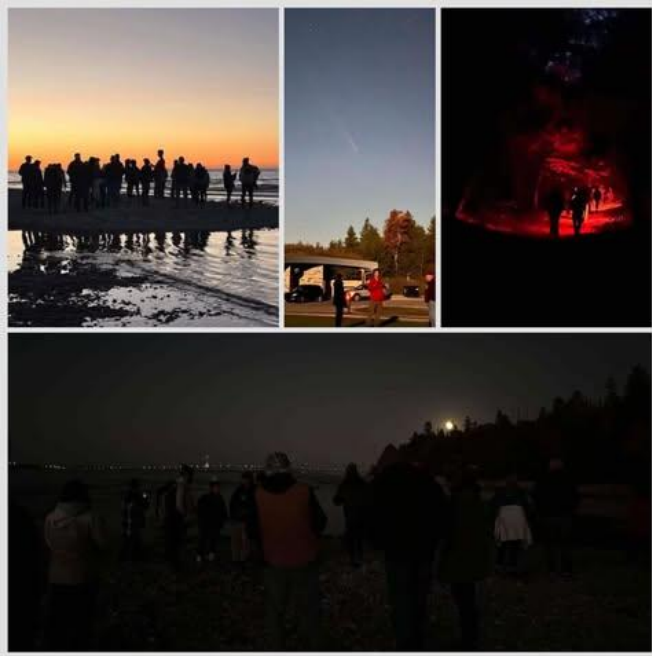


Soundscapes of the Night Sky promotion

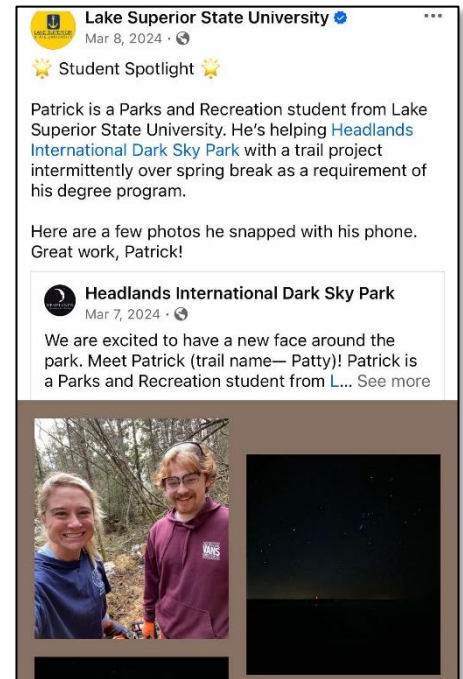
Outreach and Advocacy

- Park staff sent two Celestron telescopes to California for refurbishing. Celestron repaired the telescopes for free of charge as a contribution to the outreach initiatives hosted at the park. The park staff astronomer and volunteer *Sky Docents* utilize these telescopes throughout the season for observing in the dark sky viewing area.
- Two separate students from nearby, Lake Superior University were required to complete a project with a land management entity or park as a component of their degree requirement. Both students chose to fulfill their requirements at the Headlands and seemed to find the concept of light pollution and dark sky conservation a novel one.

They completed meaningful projects, provided unique service to the park, and took away a satisfactory grade, as well as a new appreciation and understanding for dark sky conservation.



Student-led hike participants even saw comet Tsuchinshan-ATLAS under a bright super moon at the park.



Student and park recognized in a student showcase on university Facebook page



- Park Manager collaborated with Dark Sky Michigan and T.K. Lawless Dark Sky Park, and Beaver Island State Wildlife Research Area (BISWRA) Dark Sky

Sanctuary to create a presentation on dark sky-friendly lighting solutions for parks at the statewide mParks conference.

- Two staff members traveled to Keweenaw Dark Sky Park to present on behalf of the Headlands at the Upper Michigan Dark Sky Festival on the topics of Astrotourism and Astrophotography.

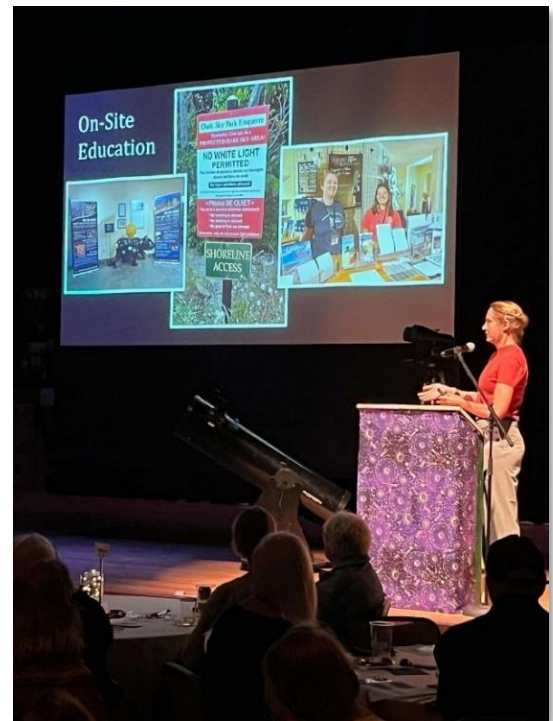


Seasonal astronomer, Andrew Johnson, presents on the topic of astrophotography at UP Dark Sky Festival

- In September, the Park Manager had the honor of presenting with other dark sky advocates at the Beaver Island State Wildlife Research Area Dark Sky Sanctuary Designation Ceremony.
- Staff and Astronomy team created an Observatory Operation Manual and conducted a training session to welcome several new observatory users to utilize the telescope for deep sky imaging.



Left to Right: Jamie Westfall, Headlands IDSP; Robyn Porteen, Dark Sky Michigan; Robert Parrish, Dr. TK Lawless IDSP, Cynthia Hector Johnson, BISWRA Dark Sky Sanctuary present at statewide mParks conference in Kalamazoo, MI.



Headlands Staff welcome BIWRA Sanctuary at designation ceremony

- Nightly updated board in the Visitor Information Center, astronomy on staff most clear nights for viewing.



This Image from Headlands McCormick Observatory of M20, or NGC 6514, Trifid Nebula, represents roughly four hours of imaging data collected during pockets of clear skies in July and August. The nebula's nickname, Trifid, means 'three-lobe'. Visible in the photo is a combination of an open cluster of stars, an emission nebula (the pink portion), a reflection nebula (the blue portion), and a dark nebula (the apparent 'gaps' in color). Andrew Johnson; Trifid Nebula, 2024



Image from Headlands McCormick Observatory by Patrick Grubba; Eagle Nebula | Star Queen Nebula 2024. This is Patrick's first observatory image!

2024 In the News: Features and Mentions

Detroit Free Press. December 29, 2024. Ring in 2025 with the year's first meteor shower, peaking over Michigan Jan. 2-3.

<https://www.freep.com/story/news/local/michigan/2024/12/29/quadrantid-meteor-shower-michigan-january/77228636007/>

UpNorthLive. September 17, 2024. Dark Sky Park Expands Parking to Meet Demand

<https://upnorthlive.com/news/local/headlands-intl-dark-sky-park-expands-parking-lot-to-meet-increased-demand>

MLive. August 9, 2024. Under a Dark Sky art contest offers \$1,000 in awards, public viewing

<https://www.mlive.com/life/2024/08/under-a-dark-sky-art-contest-offers-1000-in-awards-public-viewing.html>

Harbor Lights News. July 31, 2024. Dark Sky Park hosting Lights Out Challenge Aug. 4

<https://www.harborlightnews.com/articles/dark-sky-park-hosting-lights-out-challenge-aug-4/>

Northern Express. July 6, 2024. Looking to the Stars at Headlands International Dark Sky Park

<https://www.northernexpress.com/news/feature/looking-to-the-stars-headlands-dark-sky-park/>

Detroit Free Press. May 10, 2024. Michigan dark sky parks, sanctuaries are best spots to see northern lights, stars

<https://www.freep.com/story/news/local/michigan/2024/05/10/michigan-dark-sky-parks-international-sanctuaries-locations-stargazing/73639108007/>

USA Today. 10 Best. April 2, 2024. These 10 dreamy dark sky parks and places will leave you starry-eyed

<https://10best.usatoday.com/interests/explore/best-dark-sky-parks-places-usa/>

Michigan.gov. April 2, 2024. Governor's Proclamation of April 2-8 as Dark Sky Week

<https://www.michigan.gov/whitmer/news/proclamations/2024/04/02/april-2-8-2024-dark-sky-week>

MLive. February 8, 2024. Michigan dark sky park hosting free night-sky programs in 2024.

<https://www.mlive.com/life/2024/02/michigan-dark-sky-park-hosting-free-night-sky-programs-in-2024.html>

MLive. January 16, 2024. Dark Sky Park along Lake Michigan has trails through forest 'winter wonderland'

<https://www.mlive.com/life/2024/01/dark-sky-park-along-lake-michigan-has-trails-through-forest-winter-wonderland.html>

Headlands uses the following websites and social media pages to promote dark skies:

<http://www.midarkskypark.org>

<https://www.facebook.com/headlandsdarkskypark>

www.emmetcounty.org

April 2-8, 2024: Dark Sky Week

April 02, 2024

WHEREAS, empirical evidence shows the negative effects light pollution has on both the human population and environmental health; and,

WHEREAS, using inefficient outdoor lighting causes light pollution and obstructs the full view of the amazing Michigan sky and its surrounding environment; and,

WHEREAS, we can take steps to minimize the issues associated with light pollution, and preserve the beauty of our environment and night sky; and,

WHEREAS, there are nine dedicated land areas in Michigan, three of which are internationally designated dark sky parks and six of which are designated dark sky preserves in Michigan state parks; and,

WHEREAS, because Michigan is dedicated to the preservation of dark skies, dark sky preserves have been dedicated at: Lake Hudson Recreation Area, Lenawee County; Negwegon State Park, Alcona County; Port Crescent State Park, Huron County; Rockport Recreation Area, Presque Isle County; Thompson's Harbor State Park, Presque Isle County; and Wilderness State Park, Emmet County; and,

WHEREAS, our state is known for three internationally designated dark sky parks, Headlands International Sky Park in Mackinaw City, Dr. T.K Lawless Park in Vandalia, and Keweenaw Dark Sky Park in Copper Harbor; and,

WHEREAS, Beaver Island is seeking to become the first officially recognized international dark sky sanctuary in Michigan for its near absence of all light pollution which provides an extraordinary experience for stargazers; and,

WHEREAS, these parks are designated areas that allow for thousands of Michiganders and tourists to experience the true beauty of the Michigan night sky and observe the wonder of meteorological events such as the Northern Lights; and,

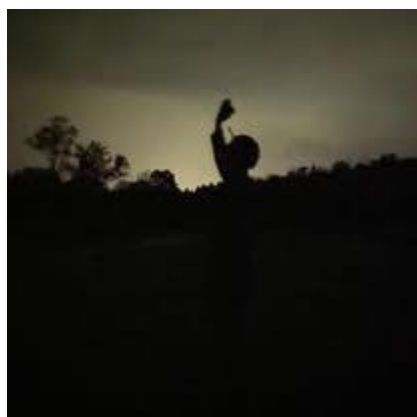
NOW, THEREFORE, I, Gretchen Whitmer, governor of Michigan, do hereby proclaim April 2-8, 2024, as Dark Sky Week in Michigan



#LightsOut

Emmet County Parks and Recreation Department once again hosted the *Headlands Lights Out Challenge*, as its interactive advocacy event.

The Parks department participated in the promotion of the virtual event through the local communities using a press release, graphic displays on public community sign, flyers, the local Chamber of Commerce, and by requesting involvement from the Mackinac Bridge Authority and the local communities.



Staff Astronomer Andrew Johnson takes SGM reading

At 10:00 pm, park department staff went to the Straits of Mackinac shoreline to film a live video on Facebook of the lights turning off on the bridge; spectators waited on shore to watch the cable lights and the tower flood lights powering off.

The Village of Mackinaw City also turned non-essential lights off for the event and park staff utilized Facebook to report video footage of the dark downtown. Non-essential lighting was left off on both the bridge and the downtown area for the entirety of the night.

At the park, while the lights were out for the 1-hour event, park staff returned and conducted SGM readings via live feed on Facebook, while explaining how the handheld



2024 Event Promotion and final reading 20.59

This event sparks conversations and interactions about light pollution largely due to the participation of the Mackinac Bridge Authority and neighboring Mackinaw City. Both entities turned off all non-essential lights in solidarity with the park's effort.



Emmet County Parks go "Lights Out"

SQM meter worked. While staff hoped to see a decrease in the reading and achieve the darkest SQM measurement ever in the park, they were unsuccessful, due to the heavy cloud coverage. It did provide an educational opportunity to discuss why cloud coverage is not conducive to a dark sky. For the second year, staff signed off with promises to “try again next year,” for the darkest reading.

PROGRAMS 2024



HEADLANDS
International Dark Sky Park

Location: Waterfront Event Center
Headlands International Dark Sky Park
15675 Headlands Rd. Mackinaw City, MI

*All events are free and open to
the public- no registration
required unless noted otherwise.*

May	Date	Time
The OSIRIS-REx Mission presented by Northern MI Astronomy Club	Wednesday, May 22	7:00 PM – 8:00 PM
Listening in the Dark: Soundscapes in the Night Sky with composer Susan Mayo *PRE-REGISTRATION REQUIRED	Wednesday, May 15	9:00 PM – 11:00 PM
Navigating Through The Night Sky with Northern MI Astronomy Club	Wednesday, May 29	7:00 PM – 8:00 PM
June	Date	Time
The Experience of "Totality" presented by Northern MI Astronomy Club	Wednesday, June 5	7:00 PM – 8:00 PM
Comets and Broom Stars of the Night Sky with Kevin Dehne from Delta College	Thursday, June 6	7:00 PM – 8:00 PM
Introduction to Astronomy w/ Angie Morthland	Wednesday, June 26	8:00 PM – 9:00 PM
July	Date	Time
Satellites, Starlink, and Space Junk with Aurelian Balan from Delta College	Thursday, July 11, 2024	8:00 PM – 9:00 PM
See The Northern Lights! Make Your Dream A Reality by Meteorologist Ross Ellet- A collaborative event with U of M Biological Station	Monday, July 15, 2024	7:00 PM – 8:00 PM
SpaceRocks and Ice: Connecting Astronomy, Antarctica, and Northern Michigan, Dr. Jamey Stutz, Ohio State University	Wednesday, July 17	8:00PM- 9:00 PM
Introduction to Astrophotography with Northern MI Astronomy Club	Wednesday, July 24	8:30 PM – 9:30 PM
Mysteries of the Southern Skies w/ Norbert Vance, Eastern MI University	Wednesday, July 31	8:30 PM – 9:30 PM
August	Date	Time
Headlands Light's Out Challenge	Sunday, August 4	10:00 PM – 11:00 PM
Why Do We Have Meteor Showers? w/ Rod Cortright, NASA/JPL Ambassador	Wednesday, August 7	8:30 PM – 9:30 PM
How Cold is Outer Space? W/ Kevin Dehne from Delta College	Wednesday, August 14	8:00PM – 9:00 PM
James Webb Space Telescope Mission Update by Northern MI Astronomy Club	Wednesday, August 21	8:30 PM – 9:30 PM
September	Date	Time
Stellar Evolution in Depth with NASA/JPL Ambassador Mick Groszko	Wednesday, September 4	7:00 PM – 8:00 PM
Latest Discoveries for the Search of Life with NASA/JPL Ambassador Mick Groszko	Wednesday, September 11	7:00 PM – 8:00 PM
The History of the Night Sky and How it Shaped Humanity with Robyn Porteen	Wednesday, September 25	7:00 PM – 8:00 PM

Events are coordinated by Emmet County Parks and Recreation. Dates are subject to change. Details online at Midarkskypark.org or findHeadlands International Dark Sky Park on Facebook! Main Phone: (231) 427-1001 Park email: headlands@emmetcounty.org or, for program detail, Program and Sales coordinator Austin LaVigne- alavigne@emmetcounty.org

MIDARKSKYPARK.ORG

Figure 9: Events Flyer

Partnerships

DarkSky International desires that Dark Sky Places form meaningful partnerships within the ark sky movement. They requested details of partnerships and collaborative efforts that are important to the ongoing success of the park's efforts in combating light pollution, both with the public and with DarkSky.

Potential partners include local governments, community organizations, private landowners, conservation non-profit groups, and other Dark Sky Places. Headlands recognizes, with gratitude, the following entities that played an important role in efforts to educate the public on the topic of light pollution in 2024:



Michigan Aurora Chasers welcome participants to the 2024 Workshop

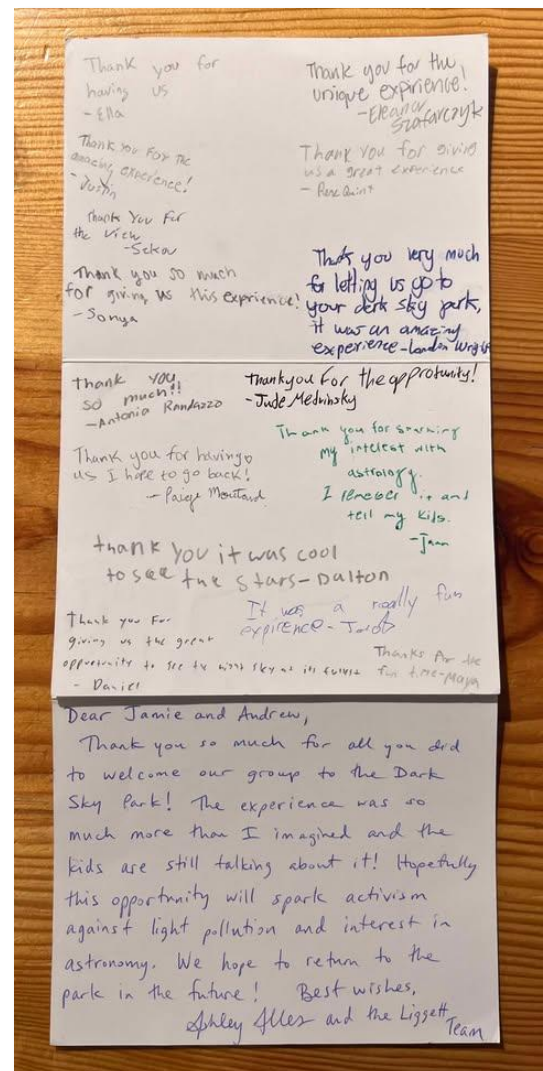
- **Northern Michigan Astronomy Club-**
Volunteers from this club serve as the backbone of the Astronomy Team. They host observing nights when the astronomer has days off, provide instruction on equipment to Sky Docent volunteers who assist them during the busy summer months, train new telescope and observatory users, and more. Members of the Astronomy Club are also NASA-JPL Ambassadors, and they provide numerous presentations, free of charge, on varying topics of astronomy throughout the operating period from May-October.
- **Mackinaw City Area Arts Council-** Hosted the "Under a Dark Sky" photo contest in collaboration with the park, with the intent to draw attention to the region's beautiful dark skies.
- **Greater Mackinaw City Chamber of Commerce** - Emmet County Parks and Recreation recognizes the importance of maintaining a positive relationship with surrounding business communities and maintains annual memberships with these organizations. The Greater Mackinaw City Chamber of Commerce once again hosted their annual Community Excellence Awards Dinner at the park this year, which provided the ideal setting to show the



Chamber of Commerce Community Excellence Award Dinner

surrounding business community the impacts of light pollution and the requirements for a park to maintain a dark sky park designation

- **National Recreation and Parks Association and mParks-** Emmet County Parks recognizes the importance of staying up to date on industry trends and maintains membership to this professional trade organization for the Park Director and Park Manager. Park staff presented at state conference on the topic of dark-sky friendly lighting solutions.
- **Michigan Aurora Chasers-** an active Facebook Group over 100K members strong, hosted their annual workshop session at the park in conjunction with Emmet County Parks.
- **Village of Mackinaw City and Mackinaw Area Historical Society's Heritage Village-** Mackinaw City provides space for overflow parking in their park Heritage Village, which is operated by the Mackinaw Area Historic Society. The Village of Mackinaw City maintains a positive partnership with the Headlands and participated in the Lights Out Challenge by turning off all of the non-essential lighting for one night.
- **Mackinac Bridge Authority-** A partner in the annual event, Headlands Lights Out Challenge, by turning off the lights on the Mackinac Bridge, a five-mile bridge that connects the upper and lower Peninsulas of Michigan.
- **University of Michigan Biological Station-** partnered this year and last to bring a presentation to Headlands. Students and faculty attended the presentations, and it was a great opportunity for both sites to cross-promote their initiatives
- **Little Traverse Conservancy-** The 523 acres of land that is The Headlands is protected by a conservation easement. This partnership protects the land from development, in perpetuity. In 2024 Headlands co-sponsored an event with LTC and look forward to increasing programming with this entity in 2025.



University Liggett Middle School says "Thanks!" for the presentation on Light Pollution

- **Good Hart Artist Residency-** Resident artist cellist hosted a night soundscapes presentation
- **Lake Superior State University-** Headlands welcomed two separate unpaid students who completed valuable work at the park (a nature trail, and a new moonlight hike program).
- **Other Nearby Universities** educators for programming and research and bringing student groups for presentations to learn about preserving Dark Skies.
- **Keweenaw International Dark Sky Park-** Invited staff to present at their annual Dark Sky Festival.
- **Dark Sky Michigan- President, Robyn Porteen** presented at the park in 2024. She also co-presented at the mParks conference and Sanctuary Designation.



WMU Environmental Ethics Class say "Thanks!" for a special presentation on Light Pollution

Success in Light Pollution Control, Leadership, and Future Threats

DarkSky International believes that the identification of major threats are the keys to success for all Dark Sky Places. They request each Dark Sky Place report on how designation status is impacting the site and surrounding community, and how the site is working to mitigate the continued threat of light pollution. Fortunately, no new threats were identified in 2024, and designation continues to provide great benefit to the park.

International Dark Sky Park designation in a popular tourism region provides us with a unique opportunity to connect with tens of thousands of visitors who don't otherwise have a background or interest in the night sky. The status identifies our park as a unique and special destination and attracts crowds from around the world (See Figure 8. 2024 Guest Book Breakdown) that impacts regional tourism. Because



Comet Tsuchinshan-ATLAS shot last Thursday evening under a bright super moon at the park by astronomy team lead, Rod Cortright. This photo nicely captures this comet's "anti-tail." October 21, 2024

The Headlands attracts many visitors as a dark sky park, locals and business owners tend to take pride in the fact that we live in an area with dark skies. This designation validates our intent to save the sky and provides the backing of economic interest to do so.

Further Information

Park staff would like to thank DarkSky for their support throughout the annual certification process. If there are any questions regarding the certification process or designation status at Headlands International Dark Sky Park, please reach out to park staff at the contact information below.

Additional Resources

Emmet County. 2011. *Document of Sky Quality* Application for International Dark Sky Park designation. (p. 28) Retrieved on 1-4-2023 from <https://darksky.app.box.com/s/b6taekaapzzkd99i6fwkdpqiqifa71it>

Emmet County. 2011. *Lighting Inventory and Lighting Matrix* Application for International Dark Sky Park designation. (p. 29-38) Retrieved on 1-4-2023 from <https://darksky.app.box.com/s/b6taekaapzzkd99i6fwkdpqiqifa71it>

Jamie Westfall
Headlands Park Manager
headlands@emmetcounty.org
231-330-2761

Austin LaVigne
Programming/Sales Coordinator
alavigne@emmetcounty.org
231-330-2854

Ryan Bauman
Parks and Recreation Director
rbauman@emmetcounty.org
231-330-1055



EMMET COUNTY - Board of County Commissioners Meeting February 13, 2025 - 6:00 PM

Finance Report

SUMMARY:

There will not be a finance report in January and February. At this point in the year, there is nothing to report as revenues and expenses are just starting to come in.

Below are some of the projects the Finance Department is working on –

- The 2024 audit - The finance department is still receiving invoices for last year, payment reimbursements for grants, and other end-of-the-year tasks. Our information will be submitted to the auditors by the first week of April. Once the auditors get our information, it will take them another 4 – 6 weeks to complete the audit.
- Reconciliation of accounts
- Review Fixed assets, calculate and record depreciation
- End of the year processing for accounts payable
- Ensure all financial statements are accurate and compliant with accounting standards
- Departments are submitting RFPs and purchase orders for 2025
- Training new staff in BS&A



EMMET COUNTY - Board of County Commissioners Meeting
February 13, 2025 - 6:00 PM

Claims and Committee and Travel Voucher Approval

SUMMARY:

The claims are for the period January 9, 2025 - February 6, 2025 and the committee and travel vouchers are for the period of January 9, 2025 - February 6, 2025.

RECOMMENDATION:

I recommend approval of the claims, committee and travel vouchers as presented.
David Boyer, Administrator

MOTION:

I move for the payment of the claims in the amount of \$2,977,771.45 and for payment of the committee and travel vouchers in the amount of \$7,267.39.

Motion - 2nd - Discussion

ATTACHMENTS:

Description

- ▣ Memo - From the Desk of the Administrator
- ▣ Check Disbursement Report - Summary

FROM THE DESK OF THE ADMINISTRATOR
COUNTY OF EMMET

Meeting of February 13, 2025

I recommend approval of the claims and the committee and travel vouchers as presented.



David Boyer, County Administrator

2/13/25

Date

Suggested Motion:

I move for payment of the claims in the amount of \$2,977,771.45 and for payment of the committee and travel vouchers in the amount of \$7,267.39.

Approved by vote of the board of commissioners

Chairman, David White

Date

Total for fund 101 GENERAL FUND	1,266,582.08
Total for fund 149 SUB-GENERAL COURTS FUND	13,703.36
Total for fund 208 PARKS & RECREATION - OPERATIONS	40,686.89
Total for fund 210 AMBULANCE FUND	103,460.11
Total for fund 215 FRIEND OF THE COURT FUND	7,963.12
Total for fund 223 MACKINAW TRIBAL PAYMENT FUND (2%	0.10
Total for fund 225 TRIBAL PAYMENT FUND (2% OF NET)	0.10
Total for fund 243 BROWNFIELD REDEVELOPMENT	3,146.75
Total for fund 254 RECOVERY COURT - CIRCUIT COURT	11,253.48
Total for fund 256 REGISTER OF DEEDS AUTOMATION FUND	3,600.00
Total for fund 259 SOBRIETY COURT	2,329.30
Total for fund 260 INDIGENT DEFENSE FUND	63,270.71
Total for fund 263 CONCEALED PISTOL LICENSING FUND	2,984.15
Total for fund 266 COMMUNITY CORRECTIONS	3,045.37
Total for fund 269 LAW LIBRARY FUND	1,250.68
Total for fund 286 AMERICAN RESCUE PLAN FUND 21.027	94,736.19
Total for fund 287 S.A.N.E. FUND	4,032.32
Total for fund 292 CHILD CARE FUND	23,626.30
Total for fund 293 SOLDIERS RELIEF FUND	7,869.10
Total for fund 296 SENIOR TAX LEVY FUND	183,267.79
Total for fund 402 911 EQUIPMENT & CAPITAL FUND	82,404.25
Total for fund 552 LAND BANK AUTHORITY	250.00
Total for fund 561 COUNTY FAIR FUND	3,046.97
Total for fund 571 DISPOSAL SYSTEM FUND	307,071.87
Total for fund 595 COMMISSARY/CONCESSION FUND - JAIL	3,708.08
Total for fund 622 DTRF - SETTLEMENT 2023; TAX YEAR	3,267.81
Total for fund 624 DTRF - SETTLEMENT 2015; TAX YEAR	132.00
Total for fund 701 TRUST & AGENCY FUND	400,924.61
Total for fund 704 IMPREST PAYROLL FUND	310,315.57
Total for fund 710 DISTRICT (MUNICIPAL) COURT	12,755.20
Total for fund 711 PROBATE COURT CUSTODIAL FUND	3,296.51
Total for fund 712 TRIAL COURT CUSTODIAL FUND	4,501.15
Total for fund 897 SPECIAL ASSESSMENT- BAY BLUFFS	9,289.53
TOTAL - ALL FUNDS	2,977,771.45



EMMET COUNTY - Board of County Commissioners Meeting February 13, 2025 - 6:00 PM

2025 Emmet-Charlevoix Fair Music Concert Agreements

SUMMARY:

Emmet-Charlevoix Fair director seeks approval of artist performance agreements for the upcoming County Fair concert, scheduled for **August 20, 2025**. This concert will serve as one of the key highlights of the fair, and preliminary agreements have been secured with three highly regarded country music artists: **John Michael Montgomery** (Headliner), **Phil Vassar** (Opening Act), and **Waylon Hanel** (Local Artist).

Overview of Artist Agreements

The agreements have been negotiated and are as follows:

1. **John Michael Montgomery** – Headliner

Performance Fee: \$100,000

John Michael Montgomery is a well-known and celebrated country music artist whose career spans over several decades. His chart-topping hits, including "I Swear" and "Sold (The Grundy County Auction Incident)," ensure a highly anticipated and well-attended concert that will significantly enhance the county fair's overall experience.

2. **Phil Vassar** – Opening Act

Performance Fee: \$30,000

Phil Vassar is a talented singer-songwriter, known for his dynamic performances and successful songs like "Just Another Day in Paradise" and "Carlene." His energetic presence will perfectly complement the headliner, setting the tone for the evening and drawing more attendees to the fair.

3. **Waylon Hanel** – Local Artist

Performance Fee: \$1,500

Waylon Hanel is a rising local talent who has developed a strong following in the area. Featuring local artists is a great way to connect with the community, and his performance will provide an exciting opener to the show.

RECOMMENDATION:

I recommend Board approval as presented.

David Boyer, County Administrator

CIVIL COUNSEL REVIEW / RECOMMENDATION:

Civil Counsel has reviewed the attached and has no legal objections to the Board proceeding with this matter.

MOTION:

I move to approve artist agreements for John Michael Montgomery, \$100,000.00, Phil Vassar, \$30,000.00, and Waylon Hanel, \$1,500.00, to provide a musical performance at the 2025 Emmet-Charlevoix Fair on August 20 and authorize the Emmet County Administrator to sign the agreements.

Motion - 2nd – Discussion

VOTE: Roll Call

ATTACHMENTS:

Description

- ▣ John Michael Montgomery Contract
- ▣ Phil Vassar provisional
- ▣ Phil Vassar tour rider
- ▣ Waylon Hanel Contract



Nashville:
1617 17th Ave South
Nashville, TN 37212
P: (615) 208-9596

Artist Name : John Michael Montgomery

THIS CONTRACT made on Wednesday, 27 day of November Year 2024 between John Michael Montgomery (herein referred as Artist) and Emmet Charlevoix County Fair (herein referred as Purchaser). Both parties are aware that Action Entertainment Collaborative is acting as the agent between both parties.

Show Date(s): 20-Aug-2025 Wednesday	Position: 100% Headline
Venue Name: Emmet Charlevoix County Fair	Billing: Headline
Venue Address: 1129 Charlevoix Ave. Petoskey, MI 49770	Show Lineup: John Michael Montgomery, Approved Support TBD
Venue Phone: 561-617-5735	Number of Sets: 1
Venue Capacity: 3500	Set Length: 75-90 Minutes Approx.
Venue Website: https://www.emmetchxfair.org/	Door Time: 5:00 PM
Age Limit: All Ages	Show Time: 6:45 PM
Radius Clause: 150 miles; From confirmation until date of engagement unless approved in writing.	Performance Time: 8:00 PM
Production Contact: To Be Advanced	Covered: yes Outdoor: yes
	Turnhouse: no Private Show: no
	Music Merch: Artist % :90 House % : 10
	Soft Merch: Artist % :80 House % : 20
	Who Sells: Artist
	Accommodations: None

Terms	
Total Amount of Contract:	\$100,000.00 USD
Deposit 1 :	\$50,000.00
Deposit 1 Due :	mutually agreeable 07/20/2025
Terms :	plus sound, lights, local runner, hospitality and catering per rider and advance, and all rider requirements.
Deposits are to be made payable to : Action Entertainment LLC by Cashier's/Certified Check or Money Order.	
BALANCE is due UPON DEMAND day of show in Cash or Cashier's Check and made payable to JMM Company. NO PERSONAL CHECKS WILL BE ACCEPTED without prior written agreement from AEC or Artist Management.	
Additional Provisions on Contract : - Remaining balance of \$50,000.00 due Day of Show upon Artist's request.	
- Per Clause (7) in Additional Terms and Conditions, Artist will be paid rain or shine, only if Artist is ready, willing, able to perform and physically present at the venue at the contracted date and time.	
- Purchaser requests a Meet & Greet for a maximum of (30) people. Meet & Greet to be mutually agreed upon and confirmed during Advance per all current and Day of Show COVID-19 guidelines and Doctor's approval.	
- All admats, announce/on-sale dates, and any other promotional materials MUST be approved in writing before any public announcement is made. Please submit all materials for approval via email no less than 5 days prior to your planned announcement date.	

This engagement is not to be advertised or publicized in any manner or form until this contract is fully processed and signed by both parties or without written approval from Artist Management or Action Entertainment Collaborative. This contract may become void if Purchaser fails to sign and return same within fourteen (14) days of date issued. This contract may be provided to Purchaser's Board of Commissioners for approval prior to signature.

We acknowledge and confirm that we have read and approved the terms and conditions set forth in this contract. Riders attached hereto are hereby made a part hereof.

Purchaser : Emmet Charlevoix County Fair
Signatory : David Boyer, County Administrator

Artist Company : JMM Company
Signatory : Kirk Willie

Signature : _____
Address : P.O. Box 496
Petoskey, MI 49770
Phone : 561-617-5735 231-347-1010
Email : howard@howardpitch.com
dboyer@emmetcounty.org
ashaw@emmetcounty.org
Agnes Shaw, Fair mgt.

Signature : _____
Address : c/o Action Entertainment Collaborative
Nashville, TN 37212
Phone : (615) 208-9596
Email : travis.james@action-ent.com
Agent : Nick Meinema

an 1-5-25



Nashville:
1617 17th Ave South
Nashville, TN 37212
P: (615) 208-9596

(Wire Instructions)

For Credit to (Beneficiary):

Action Entertainment Collaborative
1617 17th Ave South
Nashville, TN 37212

Receiving Bank:

Bank : **First Horizon**

Account Number : **220003647770**

Routing Number : 084000026

Bank Address :

1 Music Circle South Suite 330

Nashville TN 37203

Special Instructions:

Please reference Artist, City, and Show Date(s) when sending a deposit.



Nashville:
1617 17th Ave South
Nashville, TN 37212
P: (615) 208-9596

Additional Terms and Conditions

1. Force Majeure:

In the event of Artist illness or serious injury, or if a performance is prevented, rendered impossible or infeasible by an Act of God, any act or regulation of any public authority or bureau, civil tumult, strike, epidemic, interruption or delay of transportation services, war conditions, emergencies, or any other similar or dissimilar cause beyond the control of either Artist or Purchaser (each a "Force Majeure Occurrence") it is understood and agreed by the parties that there shall be no claim for damages by either party against the other and each party's obligations hereunder shall be deemed waived and any deposit monies paid to Artist by Purchaser shall be refunded to Purchaser. ~~Notwithstanding the foregoing, if Artist's performance is prevented by a Force Majeure Occurrence, but Artist is present, ready, willing and able to render its services in accordance with the terms hereof, then Purchaser shall pay Artist the full amount of the Artist Guarantee. Parties acknowledge that they are entering into this Agreement during a pandemic. Therefore, the presence of COVID-19 by itself in the show market shall not be considered a Force Majeure event under this Agreement. If Purchaser unilaterally cancels the Performance contract as a result of COVID-19 Artist shall be entitled to prompt payment of the Guarantee in full.~~ To the extent that performance of this engagement is prevented by a Force Majeure Event, the engagement shall be cancelled, no consideration shall be payable to Artist and each party shall bear it's own costs. Any rescheduling of the engagement shall be subject to the parties negotiation of new terms and conditions.

2. Reproduction of Performance:

Purchaser shall not authorize anyone under its control nor any third party to ^{professionally} record, stream, broadcast, televise, photograph or otherwise reproduce the audio, visual and/or audio-visual performance, in whole or in part, rendered by Artist hereunder without Artist's prior written approval, which may be withheld for any reason. If Purchaser televises the performance hereunder on a jumbotron or similar screen during Artist's performance, then any and all tapes or other recordings - physical, digital or other - created for purposes of such real-time broadcast, shall be surrendered by Purchaser to Artist at the completion of Artist's performance.
Patrons are permitted to use cellphone or small non pro camera which Purchaser does not police.

3. Merchandise:

Artist shall have the exclusive right to sell souvenir programs, ballet books, photographs, records and any and all types of merchandise including, but not limited to, articles of clothing (i.e. T-shirts, hats, etc.), posters, stickers, etc. on the premises of the place(s) of performance ~~without any participation in the proceeds by PURCHASER subject, however, to concessionaire's requirements, if any.~~

4. Name and Likeness:

Artist to have full control over Artist's name, likeness, and all associated data. Purchaser, or any party under control of the purchaser, shall not endorse, promote, or otherwise advertise Artist unless agreed upon in writing by all parties prior to the performance date.

5. Termination:

Purchaser will have reasonable opportunity to cure any alleged default prior to Artist having a right to refuse to perform.

In the event Purchaser refuses or neglects to provide any of the items or to perform any of its obligations herein stated, and/or fails to make any of the payments as provided herein, Artist shall have the right to refuse to perform the contract, shall retain any amounts theretofore paid to Artist by Purchaser, and Purchaser shall remain liable to Artist for the agreed price herein set forth. In addition, if, on or before the date of any scheduled performance, Purchaser has failed, neglected, or has been impaired or is in Artist's opinion unsatisfactory, Artist shall have the right to demand the payment of the guaranteed compensation forthwith. ~~If Purchaser fails or refuses to make such payment forthwith, Artist shall have the right to cancel this engagement by notice to Purchaser to that effect, and to retain any amounts theretofore paid to Artist by Purchaser and Purchaser shall remain liable to Artist for the agreed price herein and forth.~~

6. Controlling Authority:

Other than the sound volumes

Artist shall have the sole and exclusive control over the production, presentation and performance of the engagement hereunder including, but not limited to the details, means and methods of the performance of the performing artists hereunder, and Artist shall have the sole right to make changes to the performing personnel.

7. Weather:

and physically present at the venue at the contracted date and time.

Inclement weather rendering performance impossible, infeasible or unsafe shall not be deemed a Force Majeure Occurrence and payment of the full amount of the Artist Guarantee shall be made by Purchaser to Artist notwithstanding. If Artist is present, ready, willing and able to render its services as contracted hereunder, irrespective of weather, the full amount of the Artist Guarantee shall be paid by Purchaser to Artist.

8. Cancellation:

There are no cancellation privileges.

~~Unless stipulated by the parties to the contrary, in writing, Purchaser agrees that Artist may cancel the engagement hereunder without liability by giving Purchaser written notice thereof as least thirty (30) days prior to the date of performance. Artist shall have the right to terminate this Agreement without liability to Purchaser if Purchaser fails to sign and return the Agreement within ten (10) days of Purchaser's receipt thereof.~~

9. Independent Contractor:

It is agreed that Artist signs this contract as an independent contractor and not as an employee. This contract shall not, in any way be construed so as to create a partnership, or any kind of joint undertaking or venture between the parties hereto, nor make provisions hereof or otherwise.

10. Authority for Inconsistencies:

In the event of any inconsistency between the provisions of this contract and the provisions of any riders, addenda, exhibits or any other attachments hereto, the parties agree that the provisions most favorable to Artist and Artist shall control.

To the extent provided by law,

11. Indemnification:

All parties to this agreement agree to mutually indemnify each other for any and all liabilities incurred, and claims made as a direct result of any negligent acts or omissions by the Indemnifying party, its agent and/or its employees. Purchaser hereby indemnifies and holds Artist, as well as their respective agents, representatives, principals, employees, officers and directors, harmless from and against any loss, damage or expense, including reasonable attorney's fees, incurred or suffered by or threatened against Artist or any of the foregoing in connection with or as a result of any claim for personal injury or property damage or otherwise brought by or on behalf of any third party person, form or corporation as a result of or in connection with the engagement, which claim does not result from the active negligence of the Artist.

12. Dispute Resolution:

This Agreement and all questions arising hereunder shall be governed by, and construed in accordance with, the laws and decisions of ~~Tennessee~~ ^{MICHIGAN} without giving effect to the principles thereof relating to conflicts of law. Each of the parties hereto (a) irrevocably agrees that the Federal Courts located in the State of ~~Tennessee~~ or the State Courts of ~~Tennessee~~, as applicable, shall have sole and exclusive jurisdiction over any suit or other proceeding arising out of or based upon this Agreement, (b) submits to the venue and jurisdiction of such courts and (c) irrevocably consents to personal jurisdiction by such courts. ^{MICHIGAN}

13. Conflict:

Nothing in this Agreement shall require the commission of any act contrary to law or to any rules or regulations of any union, guild or similar body having jurisdiction over the services and personnel to be furnished by the Purchaser to Artist hereunder. If there is a conflict between any provision of this Agreement and any law, rule or regulation, such law, rule or regulation shall prevail and this Agreement shall be curtailed, modified and/or limited only to the extent necessary to eliminate such conflict. Artist agrees to comply with all regulations and requirements of any union(s) that may have jurisdiction over any of the said materials, facilities, and personnel to be furnished by Purchaser, of which Artist is advised by Purchaser, in writing, prior to arrival at the performance venue.

14. Action Entertainment LLC as Agent:

The Howard Pitch Entertainment Company, Inc as Talent Buyer for Purchaser and ^{are} ^{and HPE} Action Entertainment LLC acts herein only as agent for Artist and is not responsible for any act of commission or omission on the part of Artist or purchaser. In furtherance thereof and for the benefit of Action Entertainment LLC, it is agreed that neither purchaser nor Artist will name or join Agency as a party in any civil action or suit arising out of; in connection with, or related to any act(s) of commission or omission of purchaser or Artist.

15. Assignment:

This Agreement: (a) shall not be assigned or transferred without the written consent of both parties; (b) contains the sole and complete understanding of the parties hereto with respect to the subject matter hereof, and, (c) may not be amended, supplemented, varied or discharged, except by a written instrument, signed by both parties. The person executing this Agreement on Purchaser's behalf warrants his/her authority to do so. The terms, 'Purchaser' and 'Artist' as used herein shall include and apply to the singular, the plural and all genders.

16. Counterparts:

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the parties. The parties agree that transmission to the other party of this Agreement with its facsimile signatures shall suffice to bind the party transmitting the same to this Agreement in the same manner as if an original signature had been delivered. Without limitation of the foregoing, each party who transmits this Agreement with its facsimile signature covenants to deliver the original thereof to the other party as soon as practicable thereafter.

17. Waiver:

No delay or omission by either party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by either party of any breach or covenant shall not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing and signed by the party waiving its rights.

18. Confidentiality:

The terms of this Agreement, as well as correspondence and documentation related to this Agreement, are confidential to the parties and may not

be disclosed to any third parties without the prior written consent of the parties hereto, except as disclosure may be required to professional advisors or by law or court order, or for carrying out the purposes of this Agreement. Further, the parties shall treat as confidential all information, data and documents acquired by each other relating to the business affairs of the other, except as such information may already be in the public domain. Notwithstanding anything to the contrary contained herein, if Artist is subject to a recording contract which mandates disclosure of show- and touring-related information and documentation to the record label as part of that contract, then any disclosures made by Artist (or Artist's agent or representative) in compliance therewith (including, without limitation, this Agreement and documentation ancillary hereto), shall be permitted and shall not be deemed a breach of the confidentiality provision(s) hereof by Artist (or Artist's agent or representative).

19. Security and Insurance: Adequate security will be provided.

(a) Purchaser agrees to provide security personnel and take all security measures to ensure the safety of Artist at all times during the engagement hereunder. ~~Purchaser's failure to provide such security and/or to ensure Artist's safety shall be a material breach of this Agreement and governed by the terms of Paragraph 4 herein.~~

(b) On the date of the contracted performance and through completion of Artist's load-out, Purchaser shall have valid, current and appropriate commercial general liability insurance with limits of no less than \$1,000,000 per occurrence to cover its liability as noted above, and worker's compensation insurance for Purchaser's employees in accordance with legal requirements. As soon as reasonably possible after execution hereof, Purchaser shall provide Artist with a certificate evidencing the above insurance.

20. Licenses:

Purchaser shall be responsible for acquiring all licenses, permits and authorizations required to be obtained for this performance, including without limitation, any and all union, guild, music publisher, record company, performing rights society and public authority permissions, consents and licenses. All such licenses, permits and authorizations shall be valid and in effect throughout the Term of this Agreement and shall specifically cover any and all performance(s) hereunder.

21. Limitation of Liability:

Notwithstanding anything to the contrary contained herein: (i) in no event shall either party be liable for any incidental, special or consequential damages (including, without limitation, any lost profits or loss of business, whether foreseeable or not), occasioned by any cause whatsoever; and (ii) in no event shall Artist's liability to Purchaser hereunder exceed the amount of the deposits and/or fees paid to Artist hereunder.

As

John Michael Montgomery

I. GENERAL INFORMATION

(Contract Rider)

This rider contains requirements deemed necessary to present the best possible performance. In the event that circumstances exist that may require alteration of these requirements, contact should be made to the relevant party listed in the Contacts section below no less than fourteen (14) days prior to the performance. **Buyer** is responsible for all requirements contained in this contract rider. **Buyer** or his authorized representative should be present from time of arrival of production equipment through time of its departure.

CONTACT:

Any questions and / or correspondence should be directed to:

MANAGEMENT

John Dorris Sr.
Hallmark Direction Co
713 18th Ave. South
Nashville, TN 37203
Ph: (615) 320-7714
Fax: (615) 320-5799

BOOKING AGENT

AEC
1617 17TH Ave. South
Nashville, TN 37212
Ph: (615) 208-9596

PUBLICITY

Splash Publicity
Vanessa Davis
615579-8225
vanessadavis@splashpublicity.com

Tour Manager

Kirk Willie
Ph: (270) 804-1755
kirkwillie@gmail.com

John Michael Montgomery

- A.) All advertising for this concert should be approved in advance by and coordinated through **Hallmark Direction Co.** Only current approved **JOHN MICHAEL MONTGOMERY** publicity photographs shall be used in print advertising. **JMM** shall receive 100% sole exclusive headline billing in any and all advertising and publicity, including lights, displays, marquees, tickets, programs, flyers, posters, newspapers, and radio ads, unless directed differently by **Hallmark Direction Co.** The full name **JOHN MICHAEL MONTGOMERY** should appear on all marquees or signs at the venue on the day (s) of the engagement. mutually agreeable
- B.) No advertising may be issued prior to **Buyer's** receipt of a signed agreement from **Hallmark Direction Co.** **Buyer** warrants that in any and all radio and television advertising, **JMM** shall be advertised only and entirely as **JOHN MICHAEL MONTGOMERY** and that **JMM's** name will be mentioned first when he is the Headliner of a concert with other performers. mutually agreeable
- C.) **Buyer** shall use its best efforts to cancel advertising when the show is sold out.
- D.) **Buyer** shall not commit **JMM** to any contests, personal appearances, interviews, "Meet & Greets" or any other type of promotion without the prior approval of **JMM's** Manager. **JMM's** Manager must approve all radio, television, newspaper and magazine interviews, and all "photographer passes" granted in conjunction with this engagement. mutually agreeable
- E.) **Buyer** shall not permit any person or entity to ^{professionally} record, broadcast, film, videotape, or photograph in any manner whatsoever for any reason whatsoever, any performance of the engagement by **JMM** or other talent in the show (including soundchecks & rehearsals) without the express prior written consent of the **JMM** Tour Manager, and **Buyer** shall use any and all reasonable security measures to prevent such activity. Still photographs by general public patrons during the concert will be allowed in a controlled manner.
All "photo passes" will be issued by **JMM's Production manager**. No other photo credentials will be honored.

John Michael Montgomery

PAYMENTS & CALCULATION OF COMPENSATION

- A.) **BALANCE DUE DAY OF SHOW:** Any funds due to **JMM** for services to be rendered or otherwise due to **JMM** for the engagement shall be paid to the **JMM** Tour Manager or Production Manager before the start of **JMM's** performance. All payments should be made in the form of ~~Cash or~~ ^{Fair} ~~Cashiers~~ Check payable to **JOHN MICHAEL MONTGOMERY**.
- B.) **Buyer** shall advise **Hallmark Direction Co** in writing of any withholding taxes or other like taxes (NON-RESIDENT ENTERTAINERS TAX) to be deducted from the sums payable to **JMM** hereunder. In the event that **Buyer** is required by law to deduct any such taxes, **Buyer** shall deliver to **JMM's** Tour Manager immediately a receipt in the name of **JMM**. mutually agreeable and TBD during advance

John Michael Montgomery

COMPLIMENTARY TICKETS, BACKSTAGE PASSES and MEET & GREET

- A.) Buyer shall receive complimentary tickets equaling two percent (2%) of the hall capacity, which will include all obligations to the staff, hall personnel, the owner of the hall or facility, and all media/advertising obligations for this performance. Radio station ticket giveaways or trades in excess of the stated two percent (2%) can only be done with prior approval in writing by **Hallmark Direction Co.** All complimentary tickets issued are to be clearly marked and canceled to prevent resale. TBD during advance
- B.) Buyer shall hold ~~30~~ ^{mutually agreeable number of} (thirty) complimentary tickets for use by JMM, and tour sponsors; the unused portion of which will be released by JMM's Tour or Production Manager for sale to the public at the earliest convenience. mutually agreeable and TBD during advance
- C.) JMM's Production Manager shall control and supply all backstage passes for all personnel required to work the show, including but not limited to Buyer/venue staff, local stagehands, catering, press, radio & television guests, and opening acts' band, crew and guests for each performance scheduled herein. **No other passes or credentials will be honored, to include venue passes or identification.** Pass sheets explaining credentials to be honored will be provided to security for enforcement of this requirement. TBD during advance
- D.) Meet & Greet: JMM's Meet & Greet shall consist of **no more than** thirty (30) individuals and take place 1 hour before or directly after JMM's performance. No Autograph sessions. Please provide a photographer. mutually agreeable and TBD during advance

John Michael Montgomery

MERCHANDISE

- A.) **Buyer** agrees that **JMM's** designated representatives shall have the sole and exclusive right to sell all non-food and non-beverage items including, but not limited to, souvenir booklets, posters, wearing apparel, stickers, programs, and other items of merchandise at, about, or in connection with the concert(s), whether or not such merchandise bears **JMM's** name or likeness. Buyer further agrees that there shall be no sale or distribution of phonograph records, tapes, CD's, or any souvenir material or other items of merchandise without the express permission of **Hallmark Direction Co.** Additionally, inclusion of JMM's name or likeness on an Event-type shirt, either to be sold or given away, must be approved in advance in writing by Hallmark Direction Co. mutually agreeable and TBD during advance
seller + fair agree split of 90/10 CD's, 80/20 merch
- B.) **Buyer** shall insure that adequate space and four (4) folding tables and one (1) chair & electricity are provided for **JMM's** seller to vend such merchandise and **Buyer** agrees that **JMM's** designee shall, as it may require, have access to any hall facilities and any and all areas adjacent to the venue. mutually agreeable and TBD during advance

To the extent provided by law,

MISCELLANEOUS

- A.) **Buyer** represents and warrants to **JMM** and promises as follows:
All parties to this agreement agree to mutually indemnify each other for any and all liabilities incurred, and claims made as a direct result of any negligent acts or omissions by the Indemnifying party, it's agent and/or it's employees.
1. **Buyer** will indemnify, defend, and hold harmless **JMM** and his employees, independent contractors, agents, and representatives from any loss, damage, or expense (including attorney's fees and defense costs) arising from or connected with claim (however asserted) of loss of life, personal injury, invasion of personal rights, or property damage asserted by or on behalf of any person attending the concert or otherwise present at or on or near the premises of the concert, or by or on behalf of any business entity concerned in any way with the concert, and however alleged to have been caused, excepted only by virtue of the intentionally tortuous act of **JMM** or his employees.
 2. To assure to the intended beneficiaries the promise of indemnity contained in item 1 above, **Buyer** shall secure a valid insurance policy or self-insurance in effect for each venue throughout each engagement (including load-in and load-out) and in relations to all rehearsal facilities, to cover **Buyer's** and public liability, worker's compensation third party claims, and any other appropriate cover to a limit of not less than ONE MILLION DOLLARS (US \$1,000,000) per occurrence and unlimited in the aggregate. **JMM** (i.e. **John Michael Montgomery**) shall be named as an additional insured ~~additional insured person~~ on such insurance policies, copies, of which shall be furnished to **Hallmark Direction Co.** prior to each engagement. **Buyer** further agrees to provide full all-risks insurance coverage for all equipment and instruments provided by **JMM** and/or his employees, contractors, and agents

INITIALS as

JMM CONTRACT RIDER

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John Michael Montgomery

against fire, vandalizing, theft, riot, or any other type of act or event causing harm or damage to, or loss of, the instruments and equipment so provided, copies of which should be presented to **JMM** upon request.

For outdoor shows, **BUYER should have RAIN INSURANCE.**

3. **JMM's** obligation to perform hereunder shall be excused if **JMM's** performance is rendered impossible or impractical, or **JMM** is unable to perform as the result of ~~incapacity, illness or injury, transportation or failure thereof, riots or other manifestations of civil strife, emergencies, strikes or other forms of labor difficulties, epidemics, an act or order of any public authority or court,~~ any Act of God, unsafe weather conditions, and/or similar or dissimilar causes beyond **JMM's** reasonable control. In the event of any riot, boycott, pickets, or other manifestation of civil disorder at any performance that will or might subject **JMM**, his employees, contractors, or agents to civil or criminal proceedings, or might in **JMM's** good faith judgment subject them or any of them to physical danger, then **JMM** shall be excused from their obligation to perform hereunder, without any liability to **Buyer**. Each party to this agreement shall bear its own costs, and the deposit paid by the **Buyer** shall be returned to the **Buyer**, and **JMM's** obligations as to the performance affected shall be deemed waived, discharged, and canceled.

B.) Buyer may obtain at its sole expense, not recoupable in any way from **JMM** or out of the full compensation to **JMM** for the concert, adequate cancellation or **inclement weather insurance** in respect to any loss incurred or liability suffered by **Buyer**.

C.) Buyer warrants and represents that all authorities, including but not limited to, the Venue Manager, local law enforcement authorities, and union representatives are aware of the planned finishing time of the concert and that any negotiations with regard to overtime to be paid due to the finishing time shall have been completed before the performance commences. **Buyer** shall ensure that **JMM's** performance is not interrupted or affected local curfew, licensing, or other restrictions affecting the venue or similar cause. Any delay to a concert (whether caused by the length of the opening act's performance or for any other reason) shall not prevent **JMM** from providing his full-intended performance time. If it appears to the **JMM** Tour Manager that there remains less than seventy-five (75) minutes available for Artist's performance before any curfew or other restriction commences, **JMM** will perform as scheduled without interruption, with any fines to be paid by **Buyer**, not recoupable in any way from **JMM** or out of the full compensation due to **JMM** for concert.

Media: All media requests must be made as far in advance as possible and no later than 2 weeks from day of show.

INITIALS as

JMM CONTRACT RIDER

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John Michael Montgomery

CONCLUSION

- A.) Each of the terms of this rider is essential to the production of the concert and necessary for **JMM's** full performance. These obligations, of **Buyer**, which are to be performed hereunder prior to any performance by **JMM**, are conditions precedent, which must be performed in full by **Buyer** unless waived in writing by **JMM** or his designated representative.
- B.) **Buyer** (and his agents and/or employees) shall not disclose to any third party or use for any purposes whatsoever any information or material of personal or confidential nature acquired by **Buyer**, any of his agents, employees, or any persons connected to **Buyer** concerning **JMM** or any persons connected with him without the prior written consent of **Hallmark Direction Co.** **Buyer** shall not take any action that might cause harm to the character, reputation, career, or business of **JMM** or any other person connected with him.
- C.) In some instances, ^{if} ~~an additional rider by a current tour sponsor~~ ^{it} ~~will be~~ ^{is} attached to this agreement, ~~and when done so,~~ shall be incorporated into this agreement and deemed part of this agreement. **Buyer's** responsibilities include performance of those additional provisions as noted in the corporate rider in all respects without omission unless waived in writing by **Hallmark Direction Co.**
- D.) **Buyer** warrants that he has the right to enter into this contract and is of legal age. With respect to those obligations of **Buyer** that must be performed before, during, and after **JMM's** performance hereunder, **Buyer's** failure to comply with any terms contained herein constitutes a breach of this agreement by **Buyer**. This agreement (including, without limitation, this Rider and the Technical Rider, and any other corporate riders) (a) cannot be assigned or transferred without the written consent of the **Hallmark Direction Co.**, (b) contains the complete understanding of the parties, and (c) cannot be amended, supplemented, varied, or discharged except by an instrument in writing signed by the party sought to be, charged. The validity, construction, and effect of this agreement ~~shall be~~ construed under the internal laws of the State of ^{Michigan} ~~applicable to contracts~~ wholly executed and performed therein. The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision hereof.

BUYER:
ACCEPTED AND AGREED TO:

ARTIST REPRESENTATIVE:
ACCEPTED AND AGREED TO:

BY:

f/s/o JOHN MICHAEL MONTGOMERY

INITIALS *AM*

JMM CONTRACT RIDER

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John Michael Montgomery

All production are mutually agreeable and TBD during advance

UPON RECEIPT OF THIS PRODUCTION RIDER, THE PERSON RESPONSIBLE FOR SOUND, LIGHTS, AND STAGING SHOULD CONTACT JMM PRODUCTION MANAGER KIRK WILLIE AT (270) 804-1755 TO ADVANCE THE SHOW

MIX POSITION: In all cases JMM's Production Manager should have final approval over positioning. A space should be reserved for the sound, lighting and video consoles in the center of the audience not less than Seventy- Five (75') feet and not more than Ninety (90) feet from the center of the stage. The size of the mix position should be Twelve (12) feet wide and Twelve (12) feet deep. A Bicycle rack or barricade should surround the mix area.

NOTE: For all outdoor shows, Mix position & stage must be covered.

STAGE SIZE: 40X40 with ROOF

****Any other stage size must be approved by JMM Production Manager****

Risers: ONE (3) 8'x 8'x2'.

OUTDOOR SHOWS: If show is outdoors, the entire stage including sound wings should be covered. Stage top on outdoor shows must be a riggable roof with ability to tilt for water drainage and/ or safety against high winds, and to support lighting system and sound system, per advance with JMM's Production Manager. Documentation of the roof integrity should be available upon request by JMM's Production Manager. There should be lights provided for load out.

JMM WILL NOT PERFORM UNLESS STAGE IS COVERED.

SOUND SYSTEM: JMM carries his own FOH Console and Monitor System for his exclusive use. The sound system is provided by the **buyer** and approved by JMM's Production Manager not less than Two (2) weeks prior to the show date. Sound system must be able to provide clear, undistorted sound to every seat in the house. Approved Line Array PA system, EAW, JBL VERTEC, MEYER ,V-DOSC. **JMM's Production Manager will have final approval of the Sound System**

BUS

NEED A PRIVATE PORTAPOTTY next to where the tour bus will be parked backstage (if an outdoor show) TBD during advance

RUNNER: A runner should be provided from time of load-in thru load-out. TBD during advance

INITIALS

JMM PRODUCTION RIDER

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John Michael Montgomery

All production are mutually agreeable and TBD during advance

STAGE HANDS AND LOADERS:

LOAD- IN: Four (4) to six (6) working stagehands. mutually agreeable and TBD during advance

LOAD- OUT: Four (4) to six (6) working stagehands. mutually agreeable and TBD during advance

Buyer or his representative should be present from the beginning of Load - In and until Load - Out is completed. **Buyer** understands that there may be changes in stage - call times and stage personnel due to unforeseen difficult load - in, long push from loading dock etc. **JMM's** Production Manager will determine additions to local crew.

POWER: Three (3) separate and isolated power sources are required. All power sources must be located within seventy- five (75') feet of upstage center. All power hook- ups are to be made by a qualified licensed electrician. Electrician should be available from load- in, performance and load- out.

SPOTLIGHTS: One (1) or Two (2) spotlights in proper working condition are requested.

PARKING: **Buyer** must provide parking space immediately adjacent to stage door for one (1) forty- five (45') foot tour bus. This does not include opening act requirements, which are noted on their individual riders. **JMM Production Manager reserves right of placement of all opening act buses / trucks.**

21. LIGHTS DURING SHOW: **Buyer** to make arrangements for all lights not specifically required by local safety ordinances be turned off during the show. **Buyer** should also make arrangements for all lighted advertising signs in the arena to be turned off during the show. Center of house scoreboards must be taken to its highest point or removed prior to time of load- in.

22. RENTAL BACKLINE EQUIPMENT: All rental band gear and equipment IF NEEDED, to be supplied by **Buyer** must be present at time of stage call unless otherwise agreed to by **JMM's** Production Manager. See attached Fly Rider and Backline & Audio requirements.

INITIALS as

JMM PRODUCTION RIDER

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John Michael Montgomery

23. **Hotel Rooms** are to be provided as follows: Two (2) singles, and three (3) doubles for cleanup rooms. Eleven (11) singles on overnight stays. If possible, the rooms should be close to the Venue if possible. mutually agreeable and TBD during advance

CATERING

Buyer to arrange catering for **JMM's Band and Crew**. All catering times, menus, number of people and requirements will be per advance with the **JMM Production Manager**. Dressing room and bus supplies will also be coordinated through the **JMM Production Manager**. mutually agreeable and TBD during advance

Opening act requirements are not included in this rider.
Catering should be as follows:

ALL DAY SERVICE: Drinks consisting of assorted soft drinks (Diet Pepsi, Diet Coke, Diet Mountain, coffee with cream & sugar, iced tea, and spring water should be available for local crew as well as **JMM's crew** from time of load-in through load-out. All spring water is to be of individual bottles, no gallons please.

BREAKFAST (if early load in)

Hot breakfast for **JMM's Band and Crew** of 12
Menu to be advanced by the Production Manager.

LUNCH (if early load in)

Lunch to be provided for **JMM Band and Crew** of Twelve (12) people, plus all local stagehand crewmembers.
Menu to be advanced by the Production Manager.

DINNER

Dinner to be provided for **JMM Band and Crew** of Twelve (12) people, plus all local stagehand crewmembers. This should be a sit-down catered meal and should not consist of "take-out" convenience type foods.
The Production Manager will advance the menu.
If there is a local specialty, please advise during the advance call.

INITIALS as

JMM PRODUCTION RIDER

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John Michael Montgomery

~~** If food is not provided, a buy-out at \$40.00 per person Per meal (12 people) shall be substituted, paid to JMM Tour manager or Production Manager at time of load-in.~~

PRODUCTION OFFICE SUPPLIES mutually agreeable and TBD during advance

- ~~1 Dozen Bath Towels (if venue has showers)~~
- ~~1 Dozen Hand Towels (for the stage)~~

DRESSING ROOM SUPPLIES mutually agreeable and TBD during advance

DRESSING ROOM # 1 (Band and Crew (Room should be set up by 3:00PM))

- ~~One (1) Case of Soda (Diet Mtn Dew, Diet Coke)~~
- ~~Two (2) cases of Bottled Water~~
- ~~Two (2) cases of Beer (Coors light Mich Ultra,)~~
- ~~One (1) case of Gold Peak Unsweet Tea & Sweet Tea~~
- ~~Fruit tray or Cheese tray for 11 people~~
- ~~Ice for drinks~~
- ~~Napkins, & Large plastic cups for drinks~~

All Dressing rooms should contain clean, working showers with enough supply of hot water for the Band and Crew to shower after the show. If showers are NOT available, please indicate during the advance call.

BUS SUPPLIES (At Arrival) Purchaser does not provide bus stock.

- ~~Two (2) cases each of Soda (Diet Mtn Dew, Mtn Dew, Diet Coke)~~
- ~~Two (2) cases of Bottled Spring Water~~
- ~~Two (2) cases each of Beer (Mich Ultra, Coors Light)~~
- ~~One (1) case of Gold Peak Unsweet Tea & Sweet Tea~~
- ~~Forty Pounds of Ice~~

NO BUS -
STOCKING
NO ALCOHOL
PROVIDED
PER COUNTY
POLICY.

INITIALS as

JMM PRODUCTION RIDER

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John Michael Montgomery

***** Any changes or modifications to this rider should be advanced with JMM's Production Manager not less than two (2) weeks prior to the show.**

What JMM Brings

- We bring our own FOH console (AVID Venue Profile)
(For our use only)
- We bring our own Monitor console (AVID Venue Profile)
(For our use only)
- We have our own microphones and stands.
- We have cables, snake.
- We have Backline.

What We Need

mutually agreeable and TBD during advance

- We need Racks, Stacks, Front Fills
- ONE (1) 6ft' Table at FOH Position
- ONE (1) 20 amp Circuit at FOH Position
- System Drive should consist of Left, Right, Sub & Front Fill
- We need (2) 20amp Edison circuit's at Monitor world
- We need (3) risers. (3) 8 x 8 x 2
(If event is a festival, 2 rolling risers would be preferred)
(Stage Plot Attached)
- We need a Lighting Director day of show.
- We need (2) 10 x 10 Ez-Ups for FOH & Monitor positions.
- If FOH or Monitor position is on grass, gravel, dirt, etc... please provide enough plywood for a 16 x 12 level floor.
- 40X40X4 stage with a waterproof roof stages must be approved by JMM Production Mgr
- 60K to 120K of lights.

IF WE FLY

INITIALS as
*JAY SAMBORN
SOUND CO

JMM PRODUCTION RIDER

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John Michael Montgomery

WE WILL NEED THE EQUIPMENT ON THE NEXT PAGE.

N/A

John Michael Montgomery Fly Rider

Band Gear

Drums:

DRUM WORKSHOP / Mapex/Pearl

FINISH: First choice **BLACK** but any DW finish will do

22" (18x22) Kick Drum

10" Tom

12" Tom

14" Tom

****With 3 tom stands****

Hardware:

5-Boom Cymbal Stands

1-Snare Stand

1-Drum Throne

1-Hi Hat Stand

1-Bass Drum Pedal

****All DW, Mapex or Pearl Hardware****

Snare Drums:

COLLECTORS SERIES 5 x 14 Maple *or*

EDGE Brass/Maple Snare Drum 5x14

Cymbals:

SABIAN / ZILDJAN

22" HH Ride

16" HH Crash

18" HH Crash

120" HH Crash

16" HH Hi Hat

**ALL DRUMS SHOULD HAVE NEW *or* LIKE NEW HEADS.
CLEAR *or* COATED AMBASSADORS ON TOP.
COATED EMPEROR BATTER HEAD ON SNARE DRUM.**

John Michael Montgomery

N/A

John Michael Montgomery Fly Rider

Band Gear

Lead Guitar:

(1) Gibson Les Paul & (1) Fender Strat

Acoustic Guitar:

(2) Takamine Acoustic Guitars

JMM Guitar:

(1) Fender Telecaster & (1) Fender Strat

(1) Takamine Acoustic Guitar

Bass Guitar:

(2) 5 String Lakeland Bass Guitar
or comparable Bass

Guitar Stands:

(10) Guitar Stands

Keyboards:

(1) Roland RD800 or Roland RD700nx or Roland RD700

OR

Hammond xk5 or Hammond sk3c or Hammond XKLC

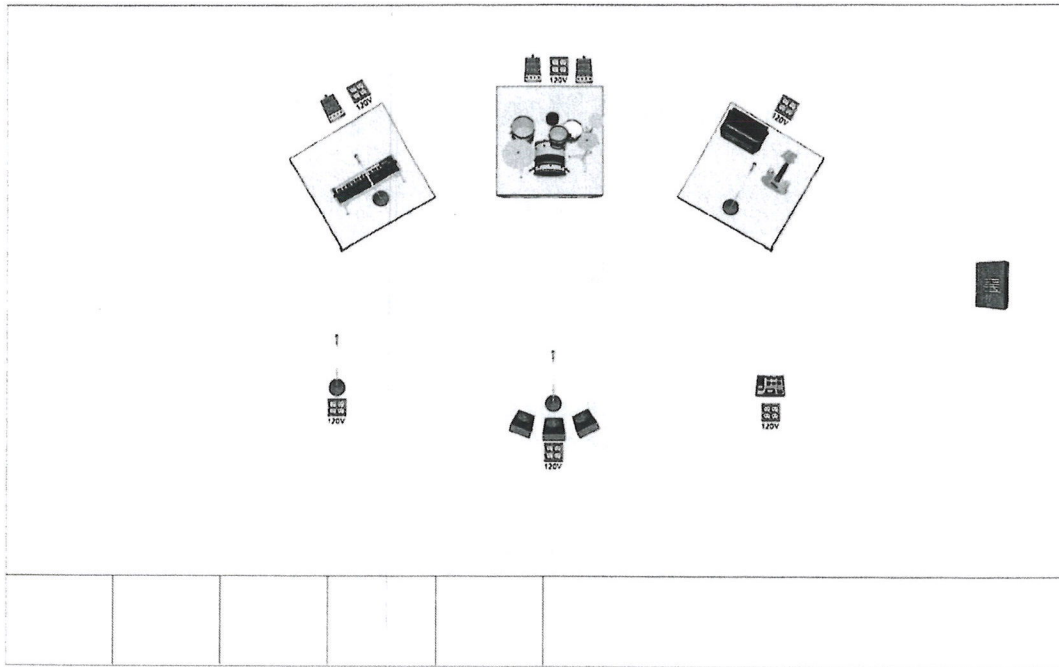
2 Tier Key Stand

(2) Sustain Pedal for Piano

EFX Pedal

New Ventilator 2

John Michael Montgomery



Lines	Mic/DI/Pod	Stage Box #		SL/Drum/SR
Kick	Beta 52	A1		Drum
Kick	Beta 91	A2		Drum
Snare T	Sm 57	A3		Drum
Snare B	Sm 57	A4		Drum
Hat	Sm 81	A5		Drum
Rack 1	Beta 98	A6		Drum
Rack 2	Beta 98	A7		Drum
Floor 1	Beta 98	A8		Drum
Ride	Sm 81	A 10		Drum
Over Head L	Ksm 32	A 11		Drum
Over Head R	Ksm 32	A 12		Drum
Bass	DI	B 1		SL
Piano L	DI	C1		SR
Piano R	DI	C2		SR
Key L	DI	C3		SR
Key R	DI	C4		SR
Lead GTR L	Pod	B2		SL
Lead GTR R	Pod	B3		SL
Acoustic	DI	C5	*	SR
Jmm Acc	Wireless	HR		
Jmm Lead L	Pod	D1		DSC
Jmm Lead R	Pod	D2		DSC
Bass Vocal	Sm 58	B8		USC
Key Vocal	SM 58	C7		SR
Acou Vocal	SM 58	C8		SR
Drum Vocal	Sm 58	B7		SL
GTR Vocal	SM 58	B4		SL
JMM Vocal 1	Wirelss 58	HR		HR
JMM Vocal 2	Wirelss 58	HR		HR
Click L	DI	B5		SL
Hard Wire	DI	D3		DSC
Click R	DI	B6		SL
Kirk Talkback		From FOH		From FOH

(2) Powered Reference monitors

FOH

Avid Profile Console

MONITORS:

AVID Profile Console

(7) Stereo channels of wireless ear monitors

(Sennheiser G2)

(1) Clone pack for monitor engineer

(1) Stereo hardwire ear monitor

MICS:

(1) Beta 52

(1) SM 91

(4) Beta 98's

(4) SM 81

(4) SM 58

(1) wireless beta 87

(6) DI's

(1) vp88 shure mic

Guest
Inputs Leave Open

INITIALS as

JMM PRODUCTION RIDER

PAGE 16

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
John Michael Montgomery dba JMM Company

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☒ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ► _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
5733 Cloverwood Dr

6 City, state, and ZIP code
Brentwood TN 37027

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[] [] [] - [] [] - [] [] [] []

or
Employer identification number
[6] [2] - [1] [5] [1] [1] [7] [2]

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ►  Date ► **1/4/2024**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



Nashville:
1617 17th Ave South
Nashville, TN 37212
P: (615) 208-9596

Artist Name : Phil Vassar

THIS CONTRACT made on Wednesday, 15 day of January Year 2025 between Phil Vassar (herein referred as Artist) and Emmet Charlevoix County Fair (herein referred as Purchaser). Both parties are aware that Action Entertainment Collaborative is acting as the agent between both parties.

Show Date(s): 20-Aug-2025 Wednesday	Position: Direct Support
Venue Name: Emmet Charlevoix County Fair	Billing: Open
Venue Address: 1129 Charlevoix Ave. Talent Buyer Petoskey, MI 49770	Show Lineup: John Michael Montgomery, Phil Vassar
Venue Phone: 561-617-5735	Number of Sets: 1
Venue Capacity: 3500	Set Length: 75 Minutes Approx. (60 min)
Venue Website: https://www.emmetchxfair.org/	Door Time: 5:00 PM
Age Limit: All Ages	Show Time: 6:45 PM 6:30
Radius Clause: 150 miles; From confirmation until date of engagement unless approved in writing.	Performance Time: 6:45 PM 6:30 - 7:30 PM
Production Contact: To Be Advanced	Covered: yes Outdoor: yes
	Turnhouse: no Private Show: no
	Music Merch: Artist % :90 House % : 10
	Soft Merch: Artist % :80 House % : 20
	Who Sells: Artist
	Accommodations: None

Terms

Total Amount of Contract: \$30,000.00 USD

Deposit 1 : \$15,000.00

Deposit 1 Due : 07/20/2025

Terms : plus sound, lights, local runner, hospitality and catering per rider and advance, and all rider requirements.

Deposits are to be made payable to : Action Entertainment LLC by Cashier's/Certified Check or Money Order.

BALANCE is due UPON DEMAND day of show in Cash or Cashier's Check and made payable to BQ Productons, Inc.. NO PERSONAL CHECKS WILL BE ACCEPTED without prior written agreement from AEC or Artist Management.

Additional Provisions on Contract : - Remaining balance of \$15,000.00 due Day of Show upon Artist's request.

- Per Clause (7) in Additional Terms and Conditions, Artist will be paid rain or shine. only if Artist is ready, willing, able to perform and physically present at the venue at the contracted date and time

- Purchaser requests a Meet & Greet for a maximum of (30) people. Meet & Greet to be mutually agreed upon and confirmed during Advance per all current and Day of Show COVID-19 guidelines and Doctor's approval.

- All admats, announce/on-sale dates, and any other promotional materials MUST be approved in writing before any public announcement is made. Please submit all materials for approval via email no less than 5 days prior to your planned announcement date.

This engagement is not to be advertised or publicized in any manner or form until this contract is fully processed and signed by both parties or without written approval from Artist Management or Action Entertainment Collaborative. This contract may become void if Purchaser fails to sign and return same within fourteen(14) days of date issued.

We acknowledge and confirm that we have read and approved the terms and conditions set forth in this contract. Riders attached hereto are hereby made a part hereof.

Purchaser : Emmet Charlevoix County Fair

Signatory : William Shorter, Chairman

Signature : _____

Address : P.O. Box 496
Petoskey, MI 49770

Phone : 561-617-5735

Email : howard@howardpitch.com

Artist Company : BQ Productons, Inc.

Signatory : Jeff Smith

Signature : _____

Address : c/o Action Entertainment Collaborative
Nashville, TN 37212

Phone : (615) 208-9596

Email : info@action-ent.com

Agent : Nick Meinema



Nashville:
1617 17th Ave South
Nashville, TN 37212
P: (615) 208-9596

(Wire Instructions)

For Credit to (Beneficiary):

Action Entertainment Collaborative
1617 17th Ave South
Nashville, TN 37212

Receiving Bank:

Bank : **First Horizon**

Account Number : **220003647770**
Routing Number : 084000026
Bank Address :
1 Music Circle South Suite 330
Nashville TN 37203

Special Instructions:

Please reference Artist, City, and Show Date(s) when sending a deposit.



Nashville:
1617 17th Ave South
Nashville, TN 37212
P: (615) 208-9596

Additional Terms and Conditions

1. Force Majeure:

In the event of Artist illness or serious injury, or if a performance is prevented, rendered impossible or infeasible by an Act of God, any act or regulation of any public authority or bureau, civil tumult, strike, epidemic, interruption or delay of transportation services, war conditions, emergencies, or any other similar or dissimilar cause beyond the control of either Artist or Purchaser (each a "Force Majeure Occurrence") it is understood and agreed by the parties that there shall be no claim for damages by either party against the other and each party's obligations hereunder shall be deemed waived and any deposit monies paid to Artist by Purchaser shall be refunded to Purchaser. ~~Notwithstanding the foregoing, if Artist's performance is prevented by a Force Majeure Occurrence, but Artist is present, ready, willing and able to render its services in accordance with the terms hereof, then Purchaser shall pay Artist the full amount of the Artist Guarantee. Parties acknowledge that they are entering into this Agreement during a pandemic. Therefore, the presence of COVID-19 by itself in the show market shall not be considered a Force Majeure event under this Agreement. If Purchaser unilaterally cancels the Performance contract as a result of COVID-19 Artist shall be entitled to prompt payment of the Guarantee in full.~~

2. Reproduction of Performance:

Purchaser shall not authorize anyone under its control nor any third party to ^{professionally} record, stream, broadcast, televise, photograph or otherwise reproduce the audio, visual and/or audio-visual performance, in whole or in part, rendered by Artist hereunder without Artist's prior written approval, which may be withheld for any reason. If Purchaser televises the performance hereunder on a jumbotron or similar screen during Artist's performance, then any and all tapes or other recordings - physical, digital or other - created for purposes of such real-time broadcast, shall be surrendered by Purchaser to Artist at the completion of Artist's performance.

~~Patrons are permitted to use cellphone or small non pro camera which Purchaser does not police.~~

3. Merchandise:

Artist shall have the exclusive right to sell souvenir programs, ballet books, photographs, records and any and all types of merchandise including, but not limited to, articles of clothing (i.e. T-shirts, hats, etc.), posters, stickers, etc. on the premises of the place(s) of performance ~~without any participation in the proceeds by PURCHASER subject, however, to concessionaire's requirements, if any.~~ <sup>Music Merch: 90% Artist, 10% Venue: Artist Sells
Soft Merch: 80% Artist, 20% Venue: Artist Sells</sup>

4. Name and Likeness:

Artist to have full control over Artist's name, likeness, and all associated data. Purchaser, or any party under control of the purchaser, shall not endorse, promote, or otherwise advertise Artist unless agreed upon in writing by all parties prior to the performance date.

5. Termination:

~~Purchaser will have reasonable opportunity to cure any alleged default prior to Artist having a right to refuse to perform.~~

In the event Purchaser refuses or neglects to provide any of the items or to perform any of its obligations herein stated, and/or fails to make any of the payments as provided herein, Artist shall have the right to refuse to perform the contract, shall retain any amounts theretofore paid to Artist by Purchaser, and Purchaser shall remain liable to Artist for the agreed price herein set forth. In addition, if, on or before the date of any scheduled performance, Purchaser has failed, neglected, or has been impaired or is in Artist's opinion unsatisfactory, Artist shall have the right to demand the payment of the guaranteed compensation forthwith. ~~If Purchaser fails or refuses to make such payment forthwith, Artist shall have the right to cancel this engagement by notice to Purchaser to that effect, and to retain any amounts theretofore paid to Artist by Purchaser and Purchaser shall remain liable to Artist for the agreed price herein and forth.~~

6. Controlling Authority:

^{Other than the sound volumes}

~~Artist~~ shall have the sole and exclusive control over the production, presentation and performance of the engagement hereunder including, but not limited to the details, means and methods of the performance of the performing artists hereunder, and Artist shall have the sole right to make changes to the performing personnel.

7. Weather:

^{and physically present at the venue at the contracted date and time.}

~~Inclement weather rendering performance impossible, infeasible or unsafe shall not be deemed a Force Majeure Occurrence and payment of the full amount of the Artist Guarantee shall be made by Purchaser to Artist notwithstanding. If Artist is present, ready, willing and able to render its services as contracted hereunder, irrespective of weather, the full amount of the Artist Guarantee shall be paid by Purchaser to Artist.~~

8. Cancellation:

^{There are no cancellation privileges.}

~~Unless stipulated by the parties to the contrary, in writing, Purchaser agrees that Artist may cancel the engagement hereunder without liability by giving Purchaser written notice thereof as least thirty (30) days prior to the date of performance. Artist shall have the right to terminate this Agreement without liability to Purchaser if Purchaser fails to sign and return the Agreement within ten (10) days of Purchaser's receipt thereof.~~

9. Independent Contractor:

It is agreed that Artist signs this contract as an independent contractor and not as an employee. This contract shall not, in any way be construed so as to create a partnership, or any kind of joint undertaking or venture between the parties hereto, nor make provisions hereof or otherwise.

10. Authority for Inconsistencies:

In the event of any inconsistency between the provisions of this contract and the provisions of any riders, addenda, exhibits or any other attachments hereto, the parties agree that the provisions most favorable to Artist and Artist shall control.

To the extent provided
by law

11. Indemnification:

All parties to this agreement agree to mutually indemnify each other for any and all liabilities incurred, and claims made as a direct result of any negligent acts or omissions by the indemnifying party, its agent and/or its employees. Purchaser hereby indemnifies and holds Artist, as well as their respective agents, representatives, principals, employees, officers and directors, harmless from and against any loss, damage or expense, including reasonable attorney's fees, incurred or suffered by or threatened against Artist or any of the foregoing in connection with or as a result of any claim for personal injury or property damage or otherwise brought by or on behalf of any third party person, form or corporation as a result of or in connection with the engagement, which claim does not result from the active negligence of the Artist.

To the extent that performance of this engagement is prevented by a Force Majeure Event, the engagement shall be cancelled, no consideration shall be payable to Artist and each party shall bear its own costs. Any rescheduling of the engagement shall be subject to the parties negotiation of new terms and conditions.

12. Dispute Resolution:

This Agreement and all questions arising hereunder shall be governed by, and construed in accordance with, the laws and decisions of Michigan without giving effect to the principles thereof relating to conflicts of law. Each of the parties hereto (a) irrevocably agrees that the Federal Courts located in the State of Michigan or the State Courts of Michigan as applicable, shall have sole and exclusive jurisdiction over any suit or other proceeding arising out of or based upon this Agreement, (b) submits to the venue and jurisdiction of such courts and (c) irrevocably consents to personal jurisdiction by such courts.

13. Conflict:

Nothing in this Agreement shall require the commission of any act contrary to law or to any rules or regulations of any union, guild or similar body having jurisdiction over the services and personnel to be furnished by the Purchaser to Artist hereunder. If there is a conflict between any provision of this Agreement and any law, rule or regulation, such law, rule or regulation shall prevail and this Agreement shall be curtailed, modified and/or limited only to the extent necessary to eliminate such conflict. Artist agrees to comply with all regulations and requirements of any union(s) that may have jurisdiction over any of the said materials, facilities, and personnel to be furnished by Purchaser, of which Artist is advised by Purchaser, in writing, prior to arrival at the performance venue.

14. Action Entertainment LLC as Agent:

The Howard Pitch Entertainment Company, Inc as Talent Buyer for Purchaser and are and HPEC
Action Entertainment LLC acts herein only as agent for Artist and is not responsible for any act of commission or omission on the part of Artist or purchaser. In furtherance thereof and for the benefit of Action Entertainment LLC, it is agreed that neither purchaser nor Artist will name or join Agency as a party in any civil action or suit arising out of, in connection with, or related to any act(s) of commission or omission of purchaser or Artist.

15. Assignment:

This Agreement: (a) shall not be assigned or transferred without the written consent of both parties; (b) contains the sole and complete understanding of the parties hereto with respect to the subject matter hereof, and, (c) may not be amended, supplemented, varied or discharged, except by a written instrument, signed by both parties. The person executing this Agreement on Purchaser's behalf warrants his/her authority to do so. The terms, 'Purchaser' and 'Artist' as used herein shall include and apply to the singular, the plural and all genders.

16. Counterparts:

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the parties. The parties agree that transmission to the other party of this Agreement with its facsimile signatures shall suffice to bind the party transmitting the same to this Agreement in the same manner as if an original signature had been delivered. Without limitation of the foregoing, each party who transmits this Agreement with its facsimile signature covenants to deliver the original thereof to the other party as soon as practicable thereafter.

17. Waiver:

No delay or omission by either party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by either party of any breach or covenant shall not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing and signed by the party waiving its rights.

18. Confidentiality:

The terms of this Agreement, as well as correspondence and documentation related to this Agreement, are confidential to the parties and may not

be disclosed to any third parties without the prior written consent of the parties hereto, except as disclosure may be required to professional advisors or by law or court order, or for carrying out the purposes of this Agreement. Further, the parties shall treat as confidential all information, data and documents acquired by each other relating to the business affairs of the other, except as such information may already be in the public domain. ~~Notwithstanding anything to the contrary contained herein, if Artist is subject to a recording contract which mandates disclosure of show- and touring-related information and documentation to the record label as part of that contract, then any disclosures made by Artist (or Artist's agent or representative) in compliance therewith (including, without limitation, this Agreement and documentation ancillary hereto), shall be permitted and shall not be deemed a breach of the confidentiality provision(s) hereof by Artist (or Artist's agent or representative).~~

or otherwise provided by law

19. Security and Insurance: Adequate security will be provided.

(a) Purchaser agrees to provide security personnel and take all security measures to ensure the safety of Artist at all times during the engagement hereunder. ~~Purchaser's failure to provide such security and/or to ensure Artist's safety shall be a material breach of this Agreement and governed by the terms of Paragraph 4 herein.~~

(b) On the date of the contracted performance and through completion of Artist's load-out, Purchaser shall have valid, current and appropriate commercial general liability insurance with limits of no less than \$1,000,000 per occurrence to cover its liability as noted above, and worker's compensation insurance for Purchaser's employees in accordance with legal requirements. As soon as reasonably possible after execution hereof, Purchaser shall provide Artist with a certificate evidencing the above insurance.

20. Licenses:

Purchaser shall be responsible for acquiring all licenses, permits and authorizations required to be obtained for this performance, including without limitation, any and all union, guild, music publisher, record company, performing rights society and public authority permissions, consents and licenses. All such licenses, permits and authorizations shall be valid and in effect throughout the Term of this Agreement and shall specifically cover any and all performance(s) hereunder.

21. Limitation of Liability:

~~Limitation of Liability excludes based on producer or artist Gross negligence.~~

Notwithstanding anything to the contrary contained herein: (i) in no event shall either party be liable for any incidental, special or consequential damages (including, without limitation, any lost profits or loss of business, whether foreseeable or not), occasioned by any cause whatsoever; and (ii) in no event shall Artist's liability to Purchaser hereunder exceed the amount of the deposits and/or fees paid to Artist hereunder.

Phil Vassar

Production Rider (2024)

John Dauphinee Production Manager

(615) 308-2041, paguru@comcast.net

Requirements are subject to change before the advance of the event. Buyer will be given ample notice to meet said show requirements. Please contact Phil Vassar Production Manager, John Dauphinee at (615) 308-2041, paguru@comcast.net with any questions and or concerns.

Our Tour Manager Jeff Smith will take care of all non-stage related items.

Including but not limited to:

Accommodations, catering, runners, meet & greets

Jeff Smith: (615) 969-4808, jeff@philvassar.com

PLEASE NOTE: It is the sole responsibility of the Promoter to supply the production requirements of any opening act (monitor system & FOH console, etc.). Phil Vassar's personnel & equipment are for Phil Vassar's exclusive use


All production mutually agreeable and TBD during advance

Phil Vassar will supply all backline and audio gear minus the actual PA system. This includes FOH and Monitor consoles, FOH snake, all mics stands and stage cabling.

Please see page 4- 6 for lighting information.

If the show is to be a "Fly" date additional requirement information will be provided

1. **STAGE REQUIREMENTS** - (These can be adjusted to be appropriate for the venue)

- A. Stage dimensions are to be four (4') feet tall depending on venue, and a minimum of forty-eight (48') feet wide by forty (40') feet deep. There can be some flexibility on this depending on the venue and the event.
- B. Two (2) sets of lighted stairs for staging shall be located upstage right and upstage left.
- C. Stage and tech wings must have toe rail around entire perimeter.
- D. Downstage edge of stage should be clearly marked (white or other bright colored tape).
-  E. Separate sound wings are to be included (if PA is not flown) separated from stage and have enough space for working area around enclosures. Downstage edges of sound wings are to be at least two (2') feet downstage from the front edge of the stage.
- F. A Monitor wing may be needed with the following dimensions: 12' wide x 10' deep. This will be discussed during the advance with John Dauphinee. This is usually not required on indoor shows.

- G. Two (2) Risers are needed on stage: (**Both risers below should be the same height**)
 - 1. One (1) 8' x 8' x 18"
 - 2. One (1) 8' x 8' x 18"
- H. Stage, Risers should be **level, sturdy, and stable**
- I. Both risers should be carpeted and skirted.
- II. If carpet is unavailable than a drum rug for the USR riser will be fine
- J. All outdoor events must have complete roofing, rain, or shine, for monitor and FOH positions
- K. Ten (10) large tarps are to be provided for inclement weather.

2. **LABOR**

Labor requirements may vary depending on show. A determination will be made upon show advance

LOAD IN

- 6 experienced, professional stagehands
- 3 Loaders (if required to comply with labor rules of the venue)
 - If loaders are not required, then 6 hands total will be fine.
- 1 House Electrician
- 1 Forklift Operator (if needed to load and unload gear on or off stage and or loading dock)

WE WILL BE TRAVELING IN 1 BUS WITH 1 TRAILER (**Except Fly Dates**)

PLEASE NOTE: THE BUS W/ TRAILER IS 65' IN LENGTH.

The trailer is not dock height.

If there is no ground access to the stage, a long ramp (15') or forklift with operator will be needed for loading gear.

Please provide a map showing load in and or parking areas.

SHOW CALL

- 4 Deck Hands (If there is An Opening Act)
- 2 Spot Operators
- 1 House Light Operator

LOAD OUT

- 6 experienced, professional, IATSE stagehands
- 3 Loaders (if required to comply with labor rules of the venue)
 - If loaders are not required, then 6 hands total will be fine
- 1 House Electrician
- 1 Forklift Operator (if needed to load and unload gear on or off stage and or loading dock)

Note: Due to routing variables and different show times. Load in times will be set on a per show basis and will be discussed upon advance with John Dauphinee.

Please see John Dauphinee on show day for all crew call times.

3. **Power Requirements (Electrical)**

THE FOLLOWING SHOULD BE MADE AVAILABLE FOR CONTRACTED SOUND AND LIGHTING COMPANIES.

- A. **Lighting Service:** 1 service with a minimum of 400 Amp per leg, three phase disconnect, with appropriate neutral and earth ground. This power connect should be no more than 100' from dimmers. This power is to be used by contracted lighting Vendor.
- B. **Sound Service:** A minimum of 200 Amp per leg, three phase disconnect, with appropriate neutral and earth ground. This power is to be used by contracted audio vendor. This source should be on a different transformer from the lighting power source. This will prevent interaction between lighting and sound equipment. This power source should also be isolated from all kitchen equipment, including but not limited to ice machines, ovens, blenders, mixers, cash registers, etc.
- C. If power requirements cannot be met by venue, Purchaser shall provide at his sole expense, quiet show generators with qualified operator for the event.
- D. A Qualified electrician should be on site for hooking up power at load in and disconnecting power upon show completion.

4. **FRONT OF HOUSE AUDIO SYSTEM**

- E. We will provide our FOH/monitor console, all mics, stands, cables and FOH snake
- F. FOH Position and distance from stage must be cleared with Production Manager, John Dauphinee.
- G. **PA SYSTEM SHOULD BE FLOWN IF POSSIBLE.** A line-array system is preferred (L'Acoustics, D&B, JBL VTX, etc.). The PA must be a Full-Range, active four-way, stereo system, capable of producing a flat frequency response from 20Hz to 20KHz, with ample power to provide 110 dBA level (distortion-free) at front-of-house mix position.
- H. Drive rack for PA should be located at FOH if possible.
- I. For larger outdoor events, delay stacks should be made available.
- J. A supplemental front-fill system may be needed depending on the venue. Fill system should be driven off a matrix feed.
- K. Riggers will be provided per contracted sound vendors requirements.
- L. Two (2) experienced, professional system/sound engineers to assist during sound check and performance
- M. We are not carrying a power distro with us. So please provide the following- 5 Edison quad boxes on stage. 1 Edison quad box stage left for monitors. 1 Edison quad box at FOH.

Please contact John Dauphinee with any FOH questions -
(615) 308-2041, paguru@comcast.net

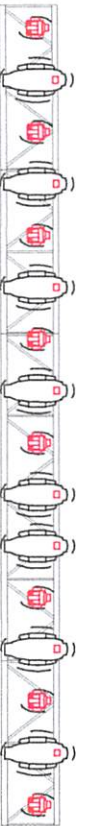
5. **PROFESSIONAL LIGHTING SYSTEM:**

Please note that lighting requirements can change depending on the show. This will be discussed upon advance with John Dauphinee. A suggested lighting plot is included on page 5 of this document. A separate lighting plot can be sent upon request.

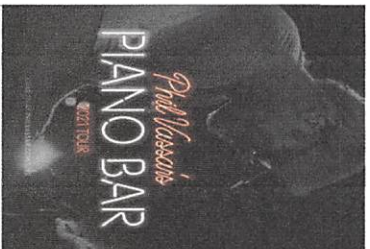
- A. **Please note: Due to unforeseen circumstances, we will not have a LD travelling with us. Please provide a competent LD for the show.** The lucky person will be briefed on show details.
- B. **Locally Provided Fixtures:** Please see attached plot for fixtures to be provided locally. Please inform us upon advance as to the make and model of the automated fixtures being provided. All locally provided fixtures should be hung, cabled, and functional upon Phil Vassar tour load in. Six (6) automated moving spot fixtures, flown either from upstage truss or house pipe. Preferences are Mac Viper, VL 3K (spots) or Mac 700 Profile

(PLEASE SEE SUGGESTED LIGHTING PLOT ON PAGE 5 OF THIS DOCUMENT)

- C. **Spotlights:** Three (2) follow spots with qualified operators –
Spot Gel: (Frame 1 should be L205, Frame 2 L204)
Spotlight Ops should be on headset for the spot meeting 15 minutes prior to the show.
- C. **LED wall:** We will have a LED video wall (16.6' wide x 8.2' high). **(Except Fly Dates)** We would like to hang it from a venue provided upstage truss or fly rail. Approximate weight is 1100 lbs.
If there are logistical concerns over its use, please let John Dauphinee know upon advance. Please provide 3- 20-amp circuits with Edison plugs. If the wall cannot be safely flown. We can use ground support. If this is the case, please provide two 4'x8' risers 24" tall placed upstage end to end for a 16' width.
- E. **Hazer:** DF-50 hazer w/fan
Please disable smoke alarms for focus and show. Also, we request that air handlers be shut off for the Performance.
- F. **Clear-Com:** Separate line of Clear-Com for communication between lighting director, spotlights, dimmers, and house light control




Artist's Floor lighting not shown



Phil Vassar
2021 Light Plot

Moving Light

 Martin Mac 16
Aura

 Martin MAC 8
Viper Profile

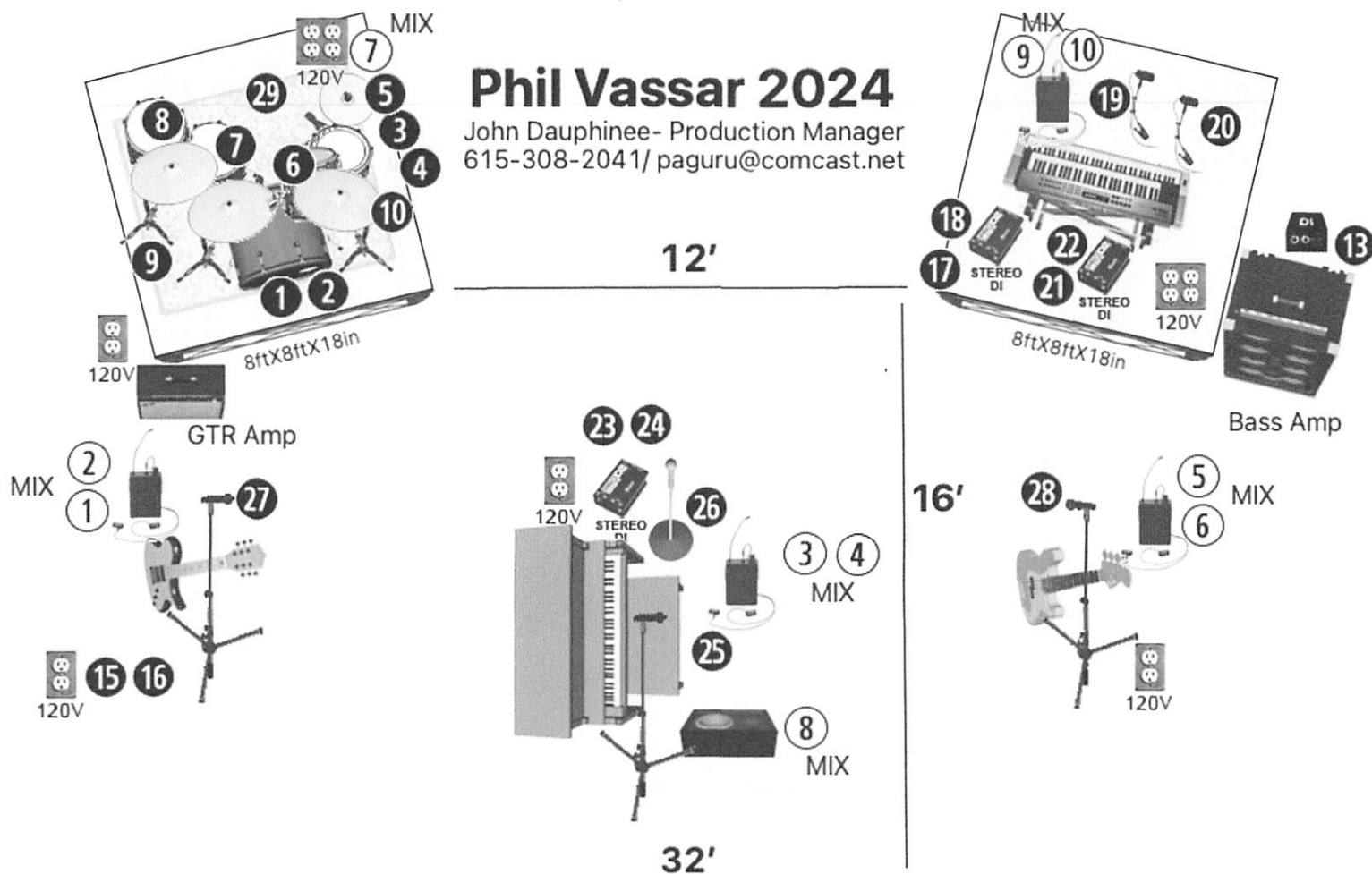
LD

Matt Gillen

email smirkboj@comcast.net

Phone (615) 289-8489





1) Kick In	Beta 91	11) Open		21) Patti PNO L	DI key riser	
2) Kick Out	Beta 52	12) Open		22) Patti PNO R	DI key riser	MIX 1/2- Jeff W/L IEM DS right
3) Snare Up	SM57	13) Bass	Di Bass amp	23) Phil PNO L	Di Center	MIX 3/4- Phil W/L IEM Center
4) Snare Dn	SM57	14) Open		24) Phil PNO R	Di Center	MIX 5/6- Ethan W/L IEM DS left
5) Hat	SM81 or sim	15) GTR L	XLR DS right	25) Phil V	SM 58 W/L	MIX 7- Drums HW IEM XLR
6) Rack	Senn 604	16) GTR R	XLR DS right	26) Spare	SM58 W/L	MIX 8- DS ctr wedge
7) Floor 1	Senn 604	17) Nord L	DI key riser	27) Jeff V	SM58 DS right	MIX 9/10 Pattie Keys
8) Floor 2	Senn 604	18) Nord R	DI key riser	28) Ethan V	SM58 DS left	
9) OH SR	SM 81 or sim	19) Soprano	w/l Clip on mics	29) David V	Beta 56 Drums	
10) OH SL	SM81 or sim	20) Alto	w/l Clip on mics	32) FOH TB		

PHIL VASSAR DRESSING ROOM / BUS STOCK

DRESSING ROOM / STAGE

mutually agreeable and TBD during advance

Beverages:

**These items should be set-up and iced down by 2:00 PM.
Please keep a supply of fresh, clean ice and cups near beverage
service area throughout the day.**

Twelve (12) assorted import beers and/or local micro brews
Twelve (12) Coca Cola
Twelve (12) Ginger Ale (Canada Dry Brand preferred)
One (1) case bottled drinking water (Fiji Brand preferred)
One (1) bottle Cabernet Sauvignon
One (1) bottle Pinot Noir
Twenty Five (25) 16oz-20oz Solo Brand cold drink cups
Clean ice for beverages

Other:

If Dressing Rooms Have Showers

Twelve (12) bath towels

These items should be delivered to the stage prior to house doors opening

Six (6) hand towels

1 Case of room temperature bottled drinking water

BUS STOCK

Purchaser does not provide bus stock.

These items should be delivered to the bus upon arrival, but no later than 2:00 PM.

~~One 10 LB Bag of Ice~~

~~Two (2) Cases Bottled Water (Fiji Brand preferred)~~

~~Twelve (12) Coca Cola~~

~~Twelve (12) Ginger Ale (Canada Dry preferred)~~

~~2 X 12 packs of "K Cup" Coffee Packs (Medium Roast or Breakfast Blend)~~

~~Twenty Five (25) 20oz Paper Hot Drink Cups (No Styrofoam Please)~~

~~Twenty Five (25) 16oz-20oz Solo Brand cold drink cups~~

~~Two (2) rolls of heavy duty paper towels (Brawny Brand preferred)~~

~~Four (4) "Premier Protein" or "Muscle Milk" (Vanilla Flavor)~~

~~Four (4) "Premier Protein" or "Muscle Milk" (Chocolate Flavor)~~

**PLEASE CONTACT JEFF SMITH,
ROAD MANAGER WITH ANY DEVIATIONS OF ABOVE.
(615) 969-4808 jeff@philvassar.com**

**WAYLON HANEL
PERFORMANCE CONTRACT**

This contract, made this day of 21 of January, 2025 as executed by both parties herein and below, will constitute an agreement by and between all parties pursuant to which EMMET-CHARLEVOIX COUNTY FAIR (hereinafter "Venue") hereby engages **WAYLON HANEL** ("Artist"), and as such, Artist will furnish entertainment to Venue subject to and upon the following terms and conditions:

VENUE: **EMMET-CHARLEVOIX COUNTY FAIRGROUNDS**
1129 Charlevoix Ave. (U.S. 31 S)
Petoskey, MI 49770
M: 231-347-1010 - C: 231-758-2288 (Agnes Shaw) - Email: ashaw@emmetcounty.org

RESPONSIBLE PARTY: **Emmet-Charlevoix County Fair**

ARTIST(S) or GROUP(S): **WAYLON HANEL**
DATE(S) OF ENGAGEMENT: **Wednesday, August 20th, 2025**

On-site Contact Name/Phone: **Jay Samborn - 989-239-8797**

Showtime: **TBD**
Load-In/Sound Check: **TBD**
Length of performance: **45 minute acoustic show**
Job Description: **INDOOR/OUTDOOR COVERED STAGE - RAIN OR SHINE EVENT**

ARTIST FEE **\$1500.00 (one thousand five hundred dollars)**
Artist(s) to provide: Instruments, sound and lights
Venue to provide: electricity, stage

DEPOSIT **\$0**
BALANCE DUE AT CONCLUSION OF PERFORMANCE
Payable to: WAYLON HANEL MUSIC, LLC
Mail to: 2773 SWAFFER RD. MILLINGTON, MI 48746

BALANCE **\$1500.00 (one thousand five hundred dollars)**
Payable to: WAYLON HANEL MUSIC, LLC
****ALL PAYMENTS TO BE MADE IN U.S. DOLLARS OR CASHIER'S CHECK
UPON DEMAND PRIOR TO PERFORMANCE
FEE GUARANTEED RAIN OR SHINE**

ARTIST-INDEPENDENT CONTRACTOR:

Artist shall at all times have complete supervision, direction and control over the service of its personnel on this engagement and expressly reserves the right to control the manner, means and details of the performance of services to fulfill the entertainment requirements. The Artist executes this agreement as an independent contractor, not as an employee of the Purchaser.

Venue Capacity: N/A

Ticket Price: N/A • **Venue/Artist Split:** N/A

Venue will allow Artist to sell Merch • Artist Merch Rate @ 100% retained by Artist • Artist Sells
Artist agrees to participate in Meet & Greet on-site @ event if situation permits

* INITIAL
VENUE REP

 HH INITIAL
ARTIST REP

STIPULATIONS**ARTIST PERFORMANCE**

- a) Artist is permitted a 15-minute break for every one hour of performance.
- b) In the event the promoter/venue requests additional performance time, additional rates will apply at ONE HUNDRED DOLLARS (\$100) for every additional 15-minutes of performance time. Extended length of performance will be solely at the discretion of artist.

CANCELLATION

If this contract is cancelled by the Venue/purchaser for any cause other than an Act of God, all deposits are forfeited and WAYLON HANEL MUSIC, LLC maintains the right to claim payment in full.

Cancellation Notice

A 45-day written notice of cancellation—preceding the scheduled show date—is required and shall be submitted to artist (Waylon Hanel Music, LLC) with explanation. Contract will be waived upon cancellation notice submitted 45 days prior to performance. Regardless of reason or cause, the deposit is NON-REFUNDABLE

Cancellations 46 days leading up to the scheduled performance date:

The contracted performance fee will be due and payable in full for any show cancellation beyond 45 days of the date of the scheduled performance.

Artist Cancellation

Waylon Hanel Music, LLC reserves the right to cancel the performance contract in the event:

- 1) Artist becomes ill and is unable to carry out a live performance
- 2) A national recording act solicits and secures artist for a performance
- 3) Artist Management requires artist's presence for special appearance

Should artist cancel under any circumstance as noted above, the deposit WILL BE FULLY REFUNDABLE.

Artist Discretion

Artist and Waylon Hanel Music, LLC reserve the right, solely at artist's discretion, to cancel the performance or delay the performance for a sufficient time to correct or address technical issues or under circumstances brought on by an Act of God (including but not limited to equipment failure or unsafe weather conditions).

In Climate Weather

In the event the artist performance is cancelled or delayed due to venue's failure to provide adequate protection from weather conditions, performance fee will be due and payable in full.

Misc.

Promoter/Venue will allow artist/Waylon Hanel Music LLC to display a tip jar or bucket at any live performance or location. Artist will be entitled to 100% of tip/gratuuity collection from designated jar/bucket.

Waylon Hanel Music LLC will from time-to-time consist of up to 10 team members. Promoter/Venue will provide ALL ACCESS to up to 10 team members (but no greater than 10) for the purpose of set up, tear down and merch sales.

ADVERTISING

THIS ENGAGEMENT IS NOT TO BE ADVERTISED OR PUBLICIZED IN ANY MANNER OR FORM UNTIL THIS CONTRACT IS FULLY EXECUTED, SIGNED BY BOTH PARTIES AND DEPOSIT ISSUED.

Binders and deposits payable to WAYLON HANEL MUSIC, LLC by money order or certified check. No payment will be made by any personal check unless approved by a WAYLON HANEL MUSIC, LLC representative, in writing, prior to the engagement. If this contract is cancelled by the Venue/purchaser for any cause other than an Act of God, all deposits are forfeited and WAYLON HANEL MUSIC, LLC maintains the right to claim payment in full.

This contract cannot be assigned to any other party.

* _____ INITIAL
VENUE REP

HH INITIAL
ARTIST REP

DATE(S) OF ENGAGEMENT: Wednesday, August 20th, 2025
NUMBER OF SHOWS: ONE
VENUE: Emmet-Charlevoix County Fair

NOTES:

- ~~*Seating (smaller venues) - A reserved table for 6, if more seating is needed a WHM Team representative will contact minimum 24hrs in advance~~
- *Merch - A table for merchandise - if no tables available WHM will provide a table
- ~~*Parking (smaller venues) near load in door and/or main door for two (2) WHM vehicles w/one trailer for duration of show~~
- *Parking (concerts) - near stage/merch area for two (2) WHM vehicles with one trailer for duration of show/concert
- *All Waylon Hanel Team Members will have appropriate ID
- *Photograph with headliner for promotional use by Waylon Hanel Music LLC (if applicable)

RIDER:

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SIGNED:

*

PURCHASER /VENUE REPRESENTATIVE

HEIDI HANEL

ARTIST REPRESENTATIVE, MANAGER
WAYLON HANEL MUSIC LLC

DATE* _____

DATE _____ 1/21/2025 _____



EMMET COUNTY - Board of County Commissioners Meeting
February 13, 2025 - 6:00 PM

Gawlinski - Seeking Safety Program

SUMMARY:

Emmet County Community Corrections has a mission to enhance public safety by reducing recidivism, holding offenders accountable and supporting offenders in order to reduce recidivism.

There are limited trauma informed substance abuse specific cognitive programs available locally for the female population in Emmet County and/or surrounding areas. As Alice Gawlinski was identified by MDOC as a Certified Clinical Trauma Professional, Gawlinski Guidance Counseling LLC is being pursued as a provider for conducting the Seeking Safety Program.

Seeking Safety is an evidence based cognitive behavioral counseling program utilized to help people attain safety from trauma and/or addiction. The program has 25 treatment topics for the facilitator to choose from and will be conducted over the course of 16 weeks.

The Seeking Safety program is fully funded in the 2025 budget for Grant Fiscal Year 2025, covering the period from 10/1/2024 to 9/30/2025, through the Community Corrections Grant provided by the Michigan Department of Corrections (MDOC).

RECOMMENDATION:

I recommend Board approval as presented.
David Boyer, County Administrator

CIVIL COUNSEL REVIEW / RECOMMENDATION:

Civil Counsel has reviewed the attached and has no legal objections to the Board proceeding with this matter.

MOTION:

I move to approve Gawlinski Guidance Counseling to provide the Seeking Safety program for the Emmet County Community Corrections Office, not to exceed \$5,500.00, pending a

suitable agreement to be determined by Civil Counsel and the Administrator, and authorize the Emmet County Administrator to sign the same.

Motion - 2nd – Discussion

VOTE: Roll Call



EMMET COUNTY - Board of County Commissioners Meeting
February 13, 2025 - 6:00 PM

DPW- Food and Floral Scraps Collection Price Increase

SUMMARY:

Food and floral scraps collection service is offered in the Petoskey and Harbor Springs areas. While restaurants are the majority of our customers, the following also use the service:

- florists
- grocery stores and
- senior living communities

The program utilizes 64 gallon carts for collection, customers may choose and adjust the number of carts needed to meet their needs. The DPW Board is recommending a \$2.00 price increase for this program. This price increase is necessary to cover rising operational costs to collect and compost food scraps at our organics facility.

2024

Proposed 2025

Number of carts	Price per tip	Number of carts	Price per tip
1	\$8	1	\$10
2	\$7	2	\$9
3	\$6	3	\$8
4 plus	\$5	4 plus	\$7

The last increase for this program was in January 1, 2021. The DPW Board recommends approval of the price increase as presented. If approved, new prices will go into effect April 1, 2025.

RECOMMENDATION:

I recommend Board approval as presented.
David Boyer, County Administrator

CIVIL COUNSEL REVIEW / RECOMMENDATION:

Civil Counsel has reviewed the attached and has no legal objections to the Board proceeding with this matter.

MOTION:

I move that the Board approve the request of the DPW Board to increase the per-tip fee \$2.00 for food and floral scraps collection.

Motion - 2nd – Discussion

VOTE: Roll Call



EMMET COUNTY - Board of County Commissioners Meeting
February 13, 2025 - 6:00 PM

Empiric Solutions Inc. Agreement 2025

SUMMARY:

Since early 2020, Emmet County has contracted with Empiric Solutions, Inc., (ESI, Inc.) a Petoskey-based IT firm, for assistance with administration of IT services throughout multiple departments in the County. County Administration has identified Empiric Solutions Inc. (ESI) as sole source provider that continues to be an integral part of Emmet County IT's success.

ESI's expertise in the IT/government space will help us to continue to build on the technology infrastructure. Technology continues to grow on an exponential basis, and with this growth comes new challenges in education and security. ESI services are critical to the continued security of our technology infrastructure.

ESI provides:

- 24/7 network monitoring
- Data backup scheduling
- IT audit and compliance assistance
- Network administration
- Network planning and engineering

The cost of the agreement is \$11,655.00 per month, \$139,860.00 per year, a 3.4% increase over 2024. The agreement will expire February 28, 2026. This is a budgeted item in the 2025.

RECOMMENDATION:

I recommend Board approval as presented.
David Boyer, County Administrator

CIVIL COUNSEL REVIEW / RECOMMENDATION:

Civil Counsel has reviewed the attached and has no legal objections to the Board

proceeding with this matter.

MOTION:

I move that the Board approve the proposed 2025 Agreement with Empiric Solutions Inc. for technology management services in the amount of \$139,860.00, and authorize the Administrator to sign the same.

Motion - 2nd – Discussion

VOTE: Roll Call

ATTACHMENTS:

Description

- ▣ 2025 Empiric Agreement

EMPIRIC SOLUTIONS, INC.
TECHNOLOGY MANAGEMENT AGREEMENT

This Agreement is made and entered into on the dates shown on the signature page, (hereinafter referred to as "Effective Date") by and between EMPIRIC Solutions, Inc., a Michigan corporation, of 932 Spring Street; Suite 202, P.O. Box 58, Petoskey, Michigan 49770-0058 (hereinafter referred to as "ESI") and EMMET COUNTY, of 200 Division Street; Petoskey, Michigan, 49770 (hereinafter referred to as "Client").

WITNESSETH THAT:

WHEREAS, Client desires to engage ESI to provide the Services; and

WHEREAS, ESI is interested in providing such Services; and

WHEREAS, Client and ESI mutually desire to set forth the terms applicable to such Services.

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

TERM

1. The term of Agreement shall commence on the 1st day of March 2025 and shall continue through the Last day of February 2026 (hereinafter referred to as "Term"). Agreement with all terms and conditions set forth herein shall, at the end of Term, **not** automatically renew. Either party may terminate this Agreement without penalty by providing the other party written notice of the intent to terminate no less than 90 days prior to the effective date of termination.
2. Notwithstanding the foregoing, this Agreement may be terminated by either party, without notice, upon the occurrence of any of the following events: (i) A party's material breach of its obligations hereunder where such breach is not remedied within ten (10) days' notice thereof (ii) subject to applicable law, any assignment by the other party for benefit of creditors, the inability to pay its debts as they fall due, the appointment of a receiver or any execution levied upon all or substantially all of the other party's business or assets, or the filing of any petition for voluntary or involuntary bankruptcy or similar proceeding by or against the other party; or (iii) the other part's dissolution or liquidation.

SERVICES

3. ESI shall provide Client with the services detailed in Exhibit "A" Services (hereinafter referred to as "Services"). These Services are incorporated herein and made a part of this Agreement. ESI shall provide the Services in a workmanlike manner, in accordance with the provisions of this Agreement, applicable law, and all industry standards.
4. Unless otherwise specified in this Agreement, all equipment and software required to provide Services, whether at ESI's premises or at Client's premises and whether owned by ESI ("ESI's Technology") or Client, shall be configured and managed by ESI during the Term of Agreement. Any of ESI's Technology which is located at Client's premises during the Term of Agreement shall be returned within 30 days of the end of Term or any termination of Agreement or ESI may invoice Client for the reasonable then current value of ESI's Technology. These items shall be listed in Exhibit "D": ESI Technology. Furthermore this list shall be updated by ESI and provided to client throughout the term of the Agreement.
5. Client grants ESI the authority to self-initiate actions that are consistent with the duties assigned to ESI so long as these actions are in the best interest of the Client.

6. ESI shall not be responsible to provide Services for technology purchased, installed or modified by Client or any third party after the execution of this Agreement until ESI has reviewed the technology and confirmed compatibility with Services.
7. ESI shall not be responsible for any incidental costs incurred by Client as a result of Services, except for costs as may be incurred by Client as a result of ESI's negligence or willful misconduct. ESI does not guarantee continuous or uninterrupted service. Routine maintenance and periodic system repairs, upgrades, and reconfigurations, public emergency or necessity, force majeure, restrictions imposed by law, acts of God, labor disputes, and other situations beyond the reasonable control of ESI, including mechanical or electronic breakdowns may result in temporary impairment or interruption of Services.
8. ESI shall not be responsible for servicing systems that are; end-of-life, unsupported by the vendor/manufacturer, without a current vendor/manufacture maintenance contract, or not compatible with Services. Both parties agree that, in cases where it is impossible or impractical for the Client to replace the technology, and where those technologies would normally be included in Services, ESI shall use best efforts to provide Services. ESI has inspected Client's current systems and expressly excludes the systems in Exhibit "D": Excluded Technologies from Services.
9. ESI shall provide standard services between M-F 08:30 to 17:30 Eastern Time as observed in Petoskey, Michigan, except for holidays and unexpected closures due to conditions outside ESI's control.

ESI Holidays are:

- January 1st
- July 4th
- Thanksgiving
- December 24th
- December 31st
- Memorial Day
- Labor Day
- Friday after Thanksgiving
- December 25th

10. ESI's shall provide 24/7 service upon a properly received support request from the Client (see Client Requirements). After-hours response times shall be 30 minutes for Clients with the 24/7 Response clause and three hours for Clients without the 24/7 Response clause.
11. ESI shall self-initiate responses to after-hours automated alarms only if the Client has selected the 24/7 Response option as indicated in Exhibit "A" Services.
12. ESI shall follow Client policies indicated in Exhibit "A" Services.

CLIENT REQUIREMENTS

13. Client agrees that ESI is one of the Client's primary technology vendors and Client shall involve ESI in all technology discussions, decisions, changes and purchases, however final decision making authority with respect to same shall rest solely with the Client.
14. Client shall submit support requests consistent with ESI's Daytime, After-hours, and Escalation Procedures. These procedures will be provided upon execution of this Agreement.
15. Client shall maintain manufacturer/vendor support agreements for primary systems such as but not necessarily limited to: server hardware, server software, application software, switch fabric, router(s), firewall(s), any other shared system.

COMPENSATION

16. Both parties have reviewed Exhibit "A" Services and agree with the Resource Level Index and corresponding Monthly Rate shown in this Exhibit.

17. The purpose of the Resource Level "Index" is to provide an easily understood measurement system to allocate ESI Resources. This Index intentionally parallels the FTE method used by many employers to define staffing levels but only in so far as to simplify this client/vendor relationship. It should be strictly understood that ESI Resources consist of a blend of proprietary technology and labor.
18. Index sizing must consist of at least one (1) unit and be scaled in whole numbers. For example, an Index may be 50 or 51 but not 50.5. ESI uses the Index and duties to calculate the Monthly Rate. Therefore, if the Index is adjusted (see below), this will result in a change to the Monthly Rate.
19. Client may resize the Resources by adjusting the Index once every 90 days. This request must be made by providing ESI written notice no less than 90 days prior to the effective date. This change may increase or decrease the allocated Resources. ESI shall review the request and respond with the new Monthly Rate within thirty (30) days. Clients may withdraw the Index change request not less than 45 days prior to the effective date and remain at the existing Index.
20. Both parties may request adding Temporary Resources. If added, these Temporary Resources will be listed as a second Resource Level Index. These Temporary Resources may be used to address any temporary increase in work, such as special projects or short-term increased workloads. Both parties must agree in writing to the temporary increase before it becomes effective. The two Indexes shall be combined and used to determine the Monthly Rate. Temporary Resources shall start on the first of a month and continue for a minimum of one and a maximum of three months. Requesting Temporary Resources shall not affect the Client's 90 day Index change option.
21. ESI is responsible for tracking the Resources used and for providing Client with usage reports. These reports shall be used by both parties for performance evaluations and Service quality assessments. Client may request reports at any time and ESI shall have seven (7) business days from receipt of the request to provide the information.
22. In this Resource/Service model there are few excluded duties. Both parties recognize there will be months that exceed, and other months that fall short of, using all allocated Resources. Both parties agree to regularly review the usage trends in order to avoid significant or long-term imbalances. At no time shall either party seek financial compensation from the other party for imbalances of a prior month's Services. The following steps shall be used to keep Resources allocation in check:
 - A. Regular Performance Reviews between ESI and Client
 - B. Analysis of Usage Reports and trending Resource allocation
 - C. Assignment of Temporary Resources
 - D. Adjustments to Resource Level Index according to usage trends
 - E. Adjustments to and reassignment of duties
23. The Client's costs will not exceed the active Monthly Rate. This essentially eliminates any financial risk and hidden costs for the Client. In order to provide similar protection for ESI, if Client's utilization of ESI Services significantly exceeds the current Index, both parties will work cooperatively to reallocate resources and prioritize projects to the satisfaction of both parties.
24. ESI shall provide, and Client agrees to pay, monthly invoices. Invoices shall include a reasonable description of Services, as well as any supplies or consumables that may have been provided to Client. Client agrees to pay to all federal, state, or local taxes that these authorities may impose on Services during the Term, except that ESI shall be solely responsible to provide any salary or other benefits to its employees and will make all appropriate tax, social security, Medicare and other withholding deductions and payments and will provide worker's compensation insurance coverage for its employees and make all appropriate unemployment tax payments.
25. Client shall deliver payment to ESI by the first day of each Month in advance of the Month in which Services are provided. Client agrees to pay ESI according to the terms stated on each invoice and ESI may assess a late

fee of 1.5 percent per month on past due balances. Any balance greater than 30 days past due may result in suspension of Services.

26. If Agreement is breached by Client, ESI shall stop providing Services and ESI shall be entitled to immediate payment for all materials supplied to client and ninety (90) days of then Current Monthly Fee.

CONFIDENTIALITY AND NON-COMPETITION

27. Both parties acknowledge that, in order for ESI to provide Services, ESI will have access to private, confidential and non-public Client information. ESI agrees that it will not, during or at any time after ESI ceases to provide services, use for itself or others, or disclose or divulge to others, private, confidential and non-public Client information, or any other proprietary Client information without the express written permission of Client, except as required by law or court order or as necessary to provide Services under Agreement or information which is now, or becomes in the future, public knowledge other than through acts or omissions of ESI.
28. Both parties acknowledge that, in order for Client to receive Services, Client will have access to private, confidential and non-public ESI information consisting of but not necessarily limited to: methods, processes, formulae, systems, techniques, inventions, machines, computer programs, unlisted telephone numbers, ESI passwords, encryption codes, and password change schedules. Client agrees that it will not, during or at any time after Client ceases to receive services, use for itself or others, or disclose or divulge to others, private, confidential and non-public information, or any other proprietary ESI information without the express written permission of ESI, except as required by law or court order or information which is now, or becomes in the future, public knowledge other than through acts or omissions of Client.
29. Client acknowledges that upon discontinuance of Services from ESI, Client shall return to ESI all documents and property of ESI, including but not necessarily limited to: drawings, reports, manuals, correspondence, computer software, computer hardware, and all other materials and all copies thereof relating in any way to ESI's confidential business practices, or in any way obtained by Client during the course of receiving services from ESI. Client further agrees that they shall not retain copies, notes or abstracts of the foregoing.
30. ESI acknowledges that upon discontinuance of Services to Client, ESI shall return to Client all documents and property of Client, including but not necessarily limited to: drawings, reports, manuals, correspondence, computer software, computer hardware, and all other materials and all copies thereof relating in any way to Client's confidential business practices, or in any way obtained by ESI during the course of providing services to Client. ESI further agrees that they shall not retain copies, notes or abstracts of the foregoing.
31. Either party will be entitled to obtain an injunction to prevent threatened or continued violation of Section 27 through 30, but failure to enforce these Sections will not be deemed a waiver of this Agreement.
32. ESI may list Client in ESI promotional materials and on ESI's web site and shall be free to engage in an agreement with, and provide services to, any other client.
33. Client shall not attempt to solicit for employment (or hire) or contract services directly from any employee of ESI during the term of Agreement (or for 12 months thereafter) without the express written consent of ESI. ESI understands that Client is a governmental entity and is required to accept all applications for open posted positions. ESI shall not attempt to solicit for employment (or hire) or contract services from any employee of Client during the term of Agreement (or for 12 months thereafter) without the express written consent of Client.

CONDITIONS OF USE

- 34. ESI reserves the right to monitor Client's use of Services for the purpose of ensuring security of ESI's systems, managing resources of ESI's network, and compliance with terms of Agreement.
- 35. Client acknowledges that ESI's staff are authorized for unsupervised access to Client facilities and systems for the purposes of providing Services.
- 36. ESI acknowledges and agrees that ESI's use of Client technology shall be solely limited to providing Services to Client and accessing ESI systems for business purposes.
- 37. ESI shall follow strict hiring guidelines to help ensure ESI staff are ethical and trustworthy.

ACCEPTABLE USE

- 38. Client agrees not to knowingly engage in any activity that would constitute a threat to the security or performance of ESI's systems or services.
- 39. Client acknowledges their sole responsibility to maintain proper software licenses for all software installed on Client's systems. ESI will promptly notify Client of any detected software license violations and provide technical assistance to Client in their efforts to correct any violation. Breach of this section shall be regarded as a material breach of this Agreement. Client acknowledges that failure to comply with software licenses may result in the immediate termination of Services provided by ESI.
- 40. Client may not transfer or sublease any Service, or portion thereof, provided under Agreement unless stipulated otherwise in attachments hereto.

WARRANTY

- 41. ESI warrants to Client that Services will be carried out in a professional and workman like manner consistent with applicable industry standards. If the Services have not been so performed and ESI receives Client's detailed written request to cure a non-conformance within 30 days of its occurrence, ESI will re-perform those Services and/or correct Services which are non-conforming.

EXCEPT AS REFERENCED AND LIMITED IN THIS SECTION, NEITHER ESI NOR ITS LICENSORS OR SUPPLIERS MAKES ANY OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WITH RESPECT TO SERVICE.

EXCLUSIONS

- 42. Except for a breach of its confidentiality obligations under paragraphs 27-30 of this Agreement, ESI shall not be responsible for loss or recovery of any Client data, loss of profits, loss of business or goodwill, loss of use of data, interruption of business, or for any special or incidental damages, whether for breach of warranty, breach of contract, tort, negligence, failure to perform, or otherwise, even if ESI has been advised of the possibility of such loss or damage unless ESI is found to have acted negligently or is found to have engaged in willful misconduct in providing Services.

MISCELLANEOUS

- 43. Neither party may assign its rights and responsibilities under Agreement without the written consent of the other party.

44. The waiver of any breach or default under Agreement shall not constitute the waiver of any subsequent breach or default.
45. The headings used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of the Agreement or the intent of any provision thereof.
46. Client represents to ESI that the Client's Representative executing Agreement on behalf of Client is duly authorized to do so, and that Agreement will be a valid and binding obligation of Client upon acceptance by ESI. Agreement shall not be binding upon ESI until it has been duly executed by ESI's Representative and first month's payment is received by ESI.
47. To the extent permitted by law, Client shall indemnify ESI, its affiliates, officers, directors, licensees and licensors from any and all claims and expenses, including, without limitation, reasonable attorney's fees, arising from Client's breach of any provision of Agreement.
48. ESI shall indemnify Client, its boards, officials, employees, and agents from any and all claims and expenses, including, without limitation, reasonable attorney's fees, arising from ESI's breach of any provision of Agreement.
49. Michigan law shall control in the interpretation of Agreement. In the event that any of the provisions of this Agreement are found by a court or legal authority of competent jurisdiction to be illegal or invalid, said provisions shall be limited or eliminated to the minimum extent possible so that this Agreement shall otherwise remain in full force and effect.
50. The terms and conditions of Agreement shall prevail notwithstanding any inconsistent terms and conditions that may be contained in any purchase order or other document submitted by Client to ESI.
51. Neither party to Agreement shall be responsible to the other party or any third party for failure to fulfill or delay in fulfilling its obligations under Agreement due to causes beyond reasonable control.
52. ESI shall maintain appropriate general liability insurance, workers' compensation insurance, automobile insurance, and professional liability insurance for the duration of this Agreement and will provide a copy of the policy limits and certificates of insurance upon request of Client
53. ESI, as required by law, shall not discriminate against a person to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight or marital status. ESI shall adhere to all applicable Federal, State and local laws, ordinances, rules, regulations and policies prohibiting discrimination.
54. Both parties agree that the relationship between both parties is that of an independent contractor and in accordance therewith, ESI covenants and agrees to conduct itself consistent with such status and that neither it nor its employees, officers or agents will claim to be an officer, employee or agent of the Client or make any claim, demand or application to or for any rights or privileges applicable to any officer or employee of same, including but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit. The parties do not intend the Services provided by ESI to be a joint venture.
55. The agreements, representations, warranties, duties and obligations as set forth in this Agreement, to the extent consistent with the intent and purpose of this Agreement, shall survive the termination of this Agreement.
56. Amendments. This Agreement may be modified from time to time, but such modifications shall be in writing and signed by both parties.

57. Digital Signatures. The parties hereto acknowledge and agree under the Uniform Electronic Transactions Act, MCL 450.832, *et seq.* that this Agreement may be executed with the electronic signature of any person authorized and required to sign on behalf of the parties hereto.
58. Any notice or other communication ("Notice") required or permitted under this Agreement shall be in writing and either delivered personally or sent by e-mail, facsimile, overnight delivery, express mail, or certified or registered mail, postage prepaid, return receipt requested, to the addresses for the parties as shown on Exhibit C. A Notice delivered personally shall be deemed given only if acknowledged in writing by the person to whom it is given. A Notice sent by facsimile shall be deemed given when acknowledged by recipient, provided that the sender obtains written confirmation that the transmission was sent. A Notice sent by e-mail shall be deemed given only when the recipient acknowledges receipt of same. A Notice sent by overnight delivery or express mail shall be deemed given upon confirmed delivery by the courier used. A Notice that is sent by certified mail or registered mail shall be deemed given on the date delivery is accepted by the recipient. If any time period in this Agreement commences upon the delivery of Notice to any one or more parties, the time period shall commence only when all of the required Notices have been deemed given. Either party may designate, by Notice to the other, substitute addressees, addresses or facsimile numbers for Notices, and thereafter, Notices are to be directed to those substitute addresses, or facsimile numbers.

IN WITNESS WHEREOF, the parties hereto have hereunto caused Agreement to be signed and delivered by their duly authorized agents, all as of the dates stated below.

ESI: Empiric Solutions, Inc.

Client: EMMET COUNTY

X. _____

X. _____

By: Eric D. Seelye

By: _____

Title: President

Title: _____

Date: _____

Date: _____

EXHIBIT "A" SERVICES

The following services shall be measured by means of a Resource Level Index ("Index"). The starting Index and the corresponding Monthly Rate are shown as:

Resource Level Index: 60
Monthly Rate: \$11,655/month

Upon any Client approved change in the Resource Level Index (see the Compensation section for details on how the Index can be changed) or after any 12 month period where there has been no change in the Resource Level Index, ESI shall be entitled to recalculate the Monthly Rate using its then current Monthly Rate formulas.

Empiric Solutions, Inc. provides technology management through the use of:

- Proprietary Technology
- Labor - Skilled Technology Staff

The term "Resources" throughout this Agreement shall always refer to the above combination items.

These Resources shall be used to provide the Client with technology management in accordance with ESI's network management philosophy and industry best practices.

Since this Agreement is measured by the Client's usage of the above Resources, there are few restrictions. Unless defined through an addendum to this Agreement, ESI shall provide technology management consisting of but not necessarily limited to the following duties:

NETWORK and SYSTEMS ADMINISTRATION

- Network infrastructure management
- Security hardware and software management
- Server management
- Systems software management
- Infrastructure hardware configuration backups (switches, firewalls, routers)

NETWORK TECHNICIAN ASSISTANCE

- End user hardware support
- End user application support
- Helpdesk services
- Server room management
- User account management (on-boarding/off-boarding)
- Printer setup and installation
- Telephone support
- Email support
- Remote screen share support
- Onsite support

TECHNOLOGY CONSULTING

- Project management
- Policy management
- Network auditing
- Pre-purchase consulting
- Engineering of network solutions
- Security assessment and audits

- Disaster and continuous operation planning
- Vendor coordination

AUTOMATION (Proprietary Technologies from ESI)

- 24/7 Network health checks, monitoring, and alarms ☒ with ☐ without after-hours response
- Centralized log consolidation and archiving ☐ Included ☒ Not Included
- Network health and performance monitoring and logging
- Application health and performance monitoring and logging
- Real-Time remote management
- Customized monitoring and alarming ☒ Included ☐ Not Included ☐
- Client accessible monitoring dashboards ☐ Included ☒ Not Included
- Third party alarm notification ☐ Included ☒ Not Included

ADMINISTRATIVE/CLERICAL

- Server/Application backup configuration, monitoring, and remediation
- Network documentation
- Purchase management
- Software asset tracking
- Hardware asset tracking
- Asset life cycle tracking

OTHER

- Any other applicable technology related duties as directed by Client
- Remote Access Tools: 4 Sessions for client's internal use

In summary, ESI shall maintain the Client's technology systems according to Client requirements and industry best practices.

Client Policies (List any policies that ESI is required to follow)

- 1) In accordance with FBI CJIS Policy this Agreement must incorporate a security addendum approved by the Attorney General of the United States. The approved security addendum is defined in the FBI CJIS Policy as APPENDIX H SECURITY ADDENDUM (H6-H7) and its text is incorporated entirely within this Agreement by unedited attachment.
- 2) Incorporated by reference and made a part thereof as if fully appearing herein:
 - a. CJIS Security Policy <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>
 - b. Management Control Agreement(s)

EXHIBIT "B"
DEFINITIONS

When used in Agreement, the capitalized terms listed in shall have the following meanings:

"Client's Representative" – individual identified by Client on Agreement to be responsible for receiving all notices under Agreement and for all administrative matters such as invoices, payments, and amendments.

"ESI's Representative" – individual identified by ESI on Agreement to be responsible for receiving all notices under Agreement.

"Monthly Fee" – The financial obligation of the Client listed on a Monthly Basis. This fee is based on the Resource Level Index combined with the Services requested.

"Resource Level Index" – A value use to determine the Monthly Fee and the corresponding Labor and Proprietary Technology required to perform requested Services.

"Services" – Exhibit "A"

"Temporary Resource" – Additional Labor or Proprietary Technology requested by either party to address the needs of short-term projects and/or emergency work. Temporary Resources are shown by an added Resource Level Index.

EXHIBIT "C"
REPRESENTATIVES

The following designated Representatives shall be responsible for receiving all notices under Agreement and for all administrative matters such as invoices, payments, and amendments or other authoritative communications. Client may change the name of (and all information pertaining to) Client's Representative and ESI may change the name of (and all information pertaining to) ESI's Representative upon written notice being given to the other party.

Client's Representative shall be:

Name: Tatem Phelps
Company: Emmet County
Address: 200 Division Street
Petoskey, MI 49770
Phone: 231 348-1705 (W) 231-340-6560 (M)
E-Mail: tphelps@emmetcounty.org

Empiric Solutions, Inc Representative shall be:

Name: Eric D. Seelye
Company: Empiric Solutions, Inc.
Address: 932 Sprint Street, Ste 202
Post Office Box 58
Petoskey, MI 49770-0058
Phone: +1.231.348.1035

EXHIBIT "D" TECHNOLOGIES

ESI Technologies

-none-

Excluded Technologies

-none-

FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as “security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information.”

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI’s information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Contracting Government Agency (CGA) – the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor – a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Information Security Officer

Criminal Justice Information Services Division, FBI

1000 Custer Hollow Road

Clarksburg, West Virginia 26306



EMMET COUNTY - Board of County Commissioners Meeting
February 13, 2025 - 6:00 PM

FY25 Advanced Correctional Health Agreement (ACH)

SUMMARY:

The Emmet County Sheriff's Office has contracted with Advanced Correctional Health Care Inc. (ACH) since 2018 for provision of medical services to inmates in the Emmet County Jail. The services are critical to the Correctional Facility Operation.

The agreement provides 32 hours of on site nursing care, 1 on site doctor visit per week, and 24/7 telephone service with a physician. ACH continues to provide excellent service covering the inmate health care needs and is critical to the jail operation.

The base price of the 2025 agreement is \$157,978.51, approximately 3% increase over 2024. The agreement contains potential cost or savings based on the average daily inmate population. If the average daily population drops below 50, the vendor pays the County \$.46 per day per inmate below 50. If the population rises above 50, the County pays ACH \$.46 per day per inmate above 50.

The average daily population of the facility in 2024 was 38.58. This is a budget for item in 2025.

RECOMMENDATION:

I recommend Board approval as presented.
David Boyer, County Administrator

CIVIL COUNSEL REVIEW / RECOMMENDATION:

Civil Counsel has reviewed the attached and has no legal objections to the Board proceeding with this matter.

MOTION:

I move that the Board approve the proposed 2025 renewal with Advanced Correctional Health Care Inc. for Inmate Health Services as presented annual base price not to exceed

\$157,978.51, and authorize the Administrator to sign the same.

Motion - 2nd – Discussion

VOTE: Roll Call

ATTACHMENTS:

Description

- ▣ 2025 ACH Overview
- ▣ 2025 ACH Addendum

Emmet County, MI
CPI is currently 6.21%
1/17/2025

Price(s) good for 90 days	Current 1/1/2024-12/31/2024	Renewal Option 1 1/1/2025-12/31/2025	Renewal Option 2 1/1/2025-12/31/2025
Annual Price	\$153,072.70	\$155,942.43	\$157,978.51
ADP	80 We refunded our clients over \$844K in 2023	50	
Per Diem Rate	\$0.57	\$0.46	
Prescriber	Onsite one time per week (estimate 1 hour) + unlimited 24/7/365 on-call by phone		
Nursing RNs only does not include holiday/pto/sick coverage	32 hrs/wk 108% of contracted nursing hours were met nationwide in 2023		
On-call QMHP (minimum 1 hour increments)	\$150 per hour via telehealth	\$300 per hour in-person \$175 per hour via telehealth	
Rolling Monthly CAP	Not Included		\$333.33 per month Prices are at cost ACH does not “mark up” these items
Biomedical Waste Disposal	ACH Pays	County Pays	CAP
Medical Supplies (disposable)	ACH Pays	County Pays	CAP
TB Skin Tests	ACH Pays	County Pays	CAP
Medical Claims Re-pricing (bill scrubbing)	Included upon request for 30% of savings	Included upon request for 30% of savings + \$17/claim We do NOT charge “savings fees” on denied claims We saved our clients over \$23M nationwide in 2023	
Officer Training Spark Training, LLC	Included On-site and online LMS (learning management system)		
Occupational Health / Officer Wellness	Included CIERR Program (Critical Incident Employee Rapid Response) Face-to-Face Wellness Checks		

Nicholas Burleson (Retired – Washtenaw County MI), Program Consultant
517-290-2526 / Nicholas.Burleson@advancedch.com

Matt Shults (Retired – Phelps County MO), CCHP
Director of Business Development & Client Services
573.578.1978 / Matt.Shults@advancedch.com

for jail, dispatch, first responders, patrol, support staff, etc.	<p>Routine and/or State Mandated Price ranges from \$150 per hour to \$300 per hour (minimum 1 hour increments) In-person or telehealth</p> <p><u>Fitness for Duty Evaluations</u> Evaluation for Hire, Routine Evaluation, Triggered Evaluation Price is case-by-case In-person or telehealth</p>
Prison Rape Elimination Act of 2003 (PREA) Compliance	<p>Included – Victim Advocacy The county may designate Freedom Behavioral Health, Inc. to provide post-incident victim advocacy as required in PREA Standard 115.21, and outside confidential support services as required in PREA Standard 115.53. Upon the county's request, we will provide a QMHP at the rate of \$175 per hour (with a minimum of 1 hour per visit). Services may be provided in-person or via telehealth (as mutually agreed upon). QMHP responsiveness will depend upon the amount of notice given.</p> <p>Included – Medical Specialty Training Upon the county's request, Spark Training, LLC will provide annual PREA medical specialty training for medical and mental health team members. (This training is in addition to the annual PREA training that is already required.) This training is usually presented electronically as a specialized track for medical and mental health team members, covering topics such as evidence collection and emotional support post-incident. Proof of this training is specifically requested by PREA auditors.</p>
DetainEMR Advanced Inmate Medical Management, LLC	<p>Not Included <i>USMS will reportedly require EMR this year</i> Software updates/upgrades are automatic and free, online training is free and unlimited, troubleshooting is free and unlimited, user accounts are free and unlimited. EMR per diem is \$0.33 for Software as a Service (SaaS) costs. EMR per diems do not reconcile down. County must pay one-time startup costs.</p>
Discharge Planner	<p>Not Included This professional assists patients with re-entry and release planning. Components include patient education and connection to needed community resources.</p>
Addiction Professional: Substance Abuse Counselor / Substance Use Disorder Evaluator	<p>Not Included This professional evaluates the presence of substance abuse and addiction; creates individualized treatment plans; coordinates with community treatment resources; and provides stabilization, treatment, and support for those struggling with an addiction to drugs or alcohol.</p>
ASQ Suicide Prevention Tool	<p>The county agrees to implement the nationally validated ASQ suicide prevention tool for use by the security team, as appropriate. For example, it's the county's responsibility to screen patients returning from court, as appropriate.</p>

Nicholas Burleson (Retired – Washtenaw County MI), Program Consultant
517-290-2526 / Nicholas.Burleson@advancedch.com

Matt Shults (Retired – Phelps County MO), CCHP
Director of Business Development & Client Services
573.578.1978 / Matt.Shults@advancedch.com

**DO YOU NEED
ANY TRAINING?**

In partnership, Freedom Behavioral Health, Inc. offers Mental Health First Aid (MHFA) certification. Additionally, Spark Training provides online medical, behavioral/mental health, and legal education courses. Sign up for Spark Training's blog list by emailing: training@sparktraining.us.

Agreed to by:

Option: _____ Sign: _____ Print: _____ Date: _____

Nicholas Burleson (Retired – Washtenaw County MI), Program Consultant
517-290-2526 / Nicholas.Burleson@advancedch.com

Matt Shults (Retired – Phelps County MO), CCHP
Director of Business Development & Client Services
573.578.1978 / Matt.Shults@advancedch.com

**ADDENDUM TO AGREEMENT FOR THE PROVISION
OF INMATE HEALTH SERVICES
EMMET COUNTY, MICHIGAN**

WHEREAS, the Emmet County and Advanced Correctional Healthcare Inc, (“ACH”) previously entered into an Agreement for the Provision of Inmate Health Services last dated October 25, 2017 (“Agreement”) for medical services of inmates of the Emmet County Jail; and

WHEREAS, the original term of the Agreement was through December 31, 2018, but may automatically renew for successive one (1) year periods unless either party gives thirty (30) day’s written notice prior to the end of the term; and

WHEREAS, the parties previously agreed in writing to renew the Agreement for the year 2019-2024; and

WHEREAS, the parties now agree to renew the Agreement for the year 2025; and

WHEREAS, the Agreement provided for an annual payment broken down into monthly payments; and

WHEREAS, the Agreement provided for an increase in compensation based on the CPI for Medical Care; and

WHEREAS, the parties agree to a 1.87% increase for 2025 which would put the annualized amount for 2025 at \$157,978.51 to be paid in monthly installments; and

WHEREAS, The average daily population of the jail will be reduced to 50 and with a reduced per diem rate of \$0.46 (county and non-county inmates).

THEREFORE, the parties agree as follows:

1. The Agreement is renewed for a period of one year, beginning January 1, 2025, through December 31, 2025, on the terms and conditions contained in the Agreement with the following exceptions:

A. The compensation for Section 3.2 of the Agreement will be increased to \$157,978.51 for the year 2025 with said amount to be paid in 11 equal monthly installments of \$13,164.87 and one in the amount of \$13,164.94.

B. The Per Diem rates for Section 3.3.2 will remain \$0.46 per inmate per day for County Inmates and Non-County Inmates for variances in the average daily population. The Average Daily Population in Section 3.3.1 will be reduced to 50.

2. In all other respects, the Agreement shall remain in full force and effect.

DATED this ^{3rd} Day of February 2025.

WITNESS:

**ADVANCED
CORRECTIONAL
HEALTHCARE, INC.**

Print Name:

Jessica Young, President

WITNESS:

EMMET COUNTY SHERIFF

Suzanne R. Kanine, County Clerk

Matthew Leirstein, Sheriff

WITNESS:

COUNTY OF EMMET

Suzanne R. Kanine, County Clerk

David Boyer, County Administrator
Emmet County



EMMET COUNTY - Board of County Commissioners Meeting
February 13, 2025 - 6:00 PM

Advisory Committee On Aging

SUMMARY:

Mike Bigelow, Donna Lively, and Martha Lancaster all have terms expiring. They have all reapplied. There are no other applications.

ATTACHMENTS:

Description

- ▣ Mike Bigelow Application
- ▣ Martha Lancaster Application
- ▣ Donna Lively Application

**APPLICATION REQUESTING
APPOINTMENT TO AN
EMMET COUNTY BOARD OR COMMITTEE**

Last Name Bigelow First Name Michael M.I. D

Address 203 Catob Rd City Harker Springs State MI Zip 49740

Home Phone 231-526-9436 Cell Phone Business Phone

Occupation Retired E-mail essayonsq8@aol.com

Indicate the time(s) you are available ☐ Days ☐ Evenings ☒ Anytime

BOARD COMMISSION POSITION YOU ARE INTERESTED IN BEING APPOINTED TO:

Emmet County Advisory Committee on Aging

Special Qualifications (Experience/Education)

Why do you want to serve on a Board/Commission? senior representation

Do you now or have you served on any County Board/Commission(s)? Yes ☐ No ☒ (If yes, please list.)

From To

From To

Which Commissioner District do you live in? 3

Signature Michael Bigelow Date 1-13-25

Please return this application by regular mail or fax as follows:

Fax: 231-348-0602

Suzanne R. Kanine, County Clerk

Emmet County

200 Division St.

Petoskey, MI 49770

For further information or for assistance in filling out this application please call (231) 348-1744

**APPLICATION REQUESTING
APPOINTMENT TO AN
EMMET COUNTY BOARD OR COMMITTEE**

Last Name Lancaster First Name Martha M.I. _____

Address 7518 Ridge Rd. City Harrison Springs State MI Zip 49740

Home Phone 231-526-2326 Cell Phone 231-881-1363 Business Phone _____

Occupation Retired E-mail Martha.doug@charter.net

Indicate the time(s) you are available ☐ Days ☐ Evenings ☒ Anytime

BOARD COMMISSION POSITION YOU ARE INTERESTED IN BEING APPOINTED TO:

Advisory Committee on Aging

Special Qualifications (Experience/Education)

Education and 40 years work experience in Health and Human Services administration, including grant allocation

Why do you want to serve on a Board/Commission? I believe that my knowledge and experience in this area is helpful to the Committee on Aging

Do you now or have you served on any County Board/Commission(s)? Yes ☒ No ☐ (If yes, please list.)

Advisory Committee on Aging From 2020? To 2024

From _____ To _____

Which Commissioner District do you live in? District 2

Signature Martha Lancaster Date 1-17-25

Please return this application by regular mail or fax as follows:

Fax: 231-348-0602

Suzanne R. Kanine, County Clerk

Emmet County

200 Division St.

Petoskey, MI 49770

For further information or for assistance in filling out this application please call (231) 348-1744

**APPLICATION REQUESTING
APPOINTMENT TO AN
EMMET COUNTY BOARD OR COMMITTEE**

Last Name Lively First Name Donna M.I. M

Address 3481 Shanley Road City Petoskey State MI Zip 49770

Home Phone _____ Cell Phone 231 838 8857 Business Phone _____

Occupation Real Estate Broker E-mail donnalively@remax.net

Indicate the time(s) you are available ☐ Days ☐ Evenings ☒ Anytime

BOARD COMMISSION POSITION YOU ARE INTERESTED IN BEING APPOINTED TO:

Advisory Committee on Aging

Special Qualifications (Experience/Education)

Experience on the ACA, business experience assisting the
aging population w/ housing needs, friends & family that I have

Why do you want to serve on a Board/Commission? I like speaking on behalf of the
elders in our community, encouraging resources to be effectively
utilized - learning various perspectives

*care for
how the
community
support*

Do you now or have you served on any County Board/Commission(s)? Yes ☒ No ☐ (If yes, please list.)

Advisory Committee on Aging From 2022 To 2025

Community Correction Board From 2022 To 2024

Which Commissioner District do you live in? 05 Bear Creek Township

Signature Donna Lively Date 1-10-2025

Please return this application by regular mail or fax as follows:

Fax: 231-348-0602

Suzanne R. Kanine, County Clerk

Emmet County

200 Division St.

Petoskey, MI 49770

For further information or for assistance in filling out this application please call (231) 348-1744



EMMET COUNTY - Board of County Commissioners Meeting
February 13, 2025 - 6:00 PM

NLEA Board

SUMMARY:

Neil Ahrens has applied for the opening on the NLEA Board that was created when George Ranville resigned. There are no other applications.

ATTACHMENTS:

Description

- ▣ Neil Ahrens Application

**APPLICATION REQUESTING
APPOINTMENT TO AN
EMMET COUNTY BOARD OR COMMITTEE**

Last Name Ahrens First Name Neil M.I. W.
Address 5200 W. LAKE ST. City HARBOR SPINGS State MI Zip 49740
Home Phone _____ Cell Phone 231 881-6607 Business Phone _____
Occupation Artist / Biz owner E-mail neilahrens@icloud.com
Indicate the time(s) you are available ☒ Days ☒ Evenings ☐ Anytime

BOARD COMMISSION POSITION YOU ARE INTERESTED IN BEING APPOINTED TO:

NLEA NORTHERN LAKESS ECONOMIC ADVANCE

Special Qualifications (Experience/Education)

CONVENT / PAST NLEA BOARD MEMBER

SMALL BUSINESS OWNER

Why do you want to serve on a Board/Commission? Service to others

Do you now or have you served on any County Board/Commission(s)? Yes ☐ No ☐ (If yes, please list.)

NLEA BOARD From 2016 To 2024
From _____ To _____

Which Commissioner District do you live in? #2

Signature [Signature] Date 11/21/24

Please return this application by regular mail or fax as follows:

Fax: 231-348-0602

Suzanne R. Kanine, County Clerk

Emmet County

200 Division St.

Petoskey, MI 49770

For further information or for assistance in filling out this application please call (231) 348-1744

FILED
5TH CIRCUIT COURT
DEC 11 P 12:46



EMMET COUNTY - Board of County Commissioners Meeting
February 13, 2025 - 6:00 PM

Veteran's Affairs Committee

SUMMARY:

Neil Ahrens and Ryan Bachelor have applied for a seat on the Veteran's Affairs Board. There is one opening, created by the resignation of Dallas Culvahouse.

ATTACHMENTS:

Description

- ▣ Neil Ahrens Application
- ▣ Ryan Bachelor Application

**APPLICATION REQUESTING
APPOINTMENT TO AN
EMMET COUNTY BOARD OR COMMITTEE**

Last Name AHRENS First Name Neil M.I. W.
Address 5200 W. LAKE ST. City HARBOR SPRING State MI Zip 49740
Home Phone Cell Phone 231 881-6669 Business Phone
Occupation Artist / Biz owner E-mail neilahrens@icloud.com
Indicate the time(s) you are available ☒ Days ☒ Evenings ☒ Anytime

BOARD COMMISSION POSITION YOU ARE INTERESTED IN BEING APPOINTED TO:

EMMET CO. Veterans Services Board

Special Qualifications (Experience/Education)

CURRENT / PAST CHAIR OF BOARD, PAST COUNTY COMMISSIONER

Why do you want to serve on a Board/Commission? SERVICE TO OTHERS

Do you now or have you served on any County Board/Commission(s)? Yes ☐ No ☐ (If yes, please list.)

VETS BOARD - LIAISON CHAIR From 2016 To 2024
B.O.C. From 2016 To 2024

Which Commissioner District do you live in? # 2

Signature [Signature] Date 11/12/24

Please return this application by regular mail or fax as follows:

Fax: 231-348-0602

Suzanne R. Kanine, County Clerk

Emmet County

200 Division St.

Petoskey, MI 49770

For further information or for assistance in filling out this application please call (231) 348-1744

FILED
57TH CIRCUIT COURT
2024 DEC 11 P 12:46

**APPLICATION REQUESTING
APPOINTMENT TO AN
EMMET COUNTY BOARD OR COMMITTEE**

Last Name Bachelor First Name Ryan M.I. L

Address 1033 Red School Rd. City Pellston State MI Zip 49769

Home Phone _____ Cell Phone 231-838-2001 Business Phone 231-340-9102

Occupation Airport Director E-mail rbachelor@emmetcounty.org

Indicate the time(s) you are available ☐ Days ☐ Evenings ☒ Anytime

BOARD COMMISSION POSITION YOU ARE INTERESTED IN BEING APPOINTED TO:

Department of Veteran's Affairs

Special Qualifications (Experience/Education)

Master's degree in Management, Strategy and Leadership

10 Years of military experience in Air Traffic Control, Airfield Management & Airspace.

Why do you want to serve on a Board/Commission? To represent veteran's of Emmet County & help those who serve the veteran's community.

Do you now or have you served on any County Board/Commission(s)? Yes ☐ No ☒ If yes, please list.)

_____ From _____ To _____

_____ From _____ To _____

Which Commissioner District do you live in? District 2

Signature Ryan Bachelor

Digitally signed by Ryan Bachelor

Date: 2024.08.29 13:29:50 -04'00' Date 8/29/24

Please return this application by regular mail or fax as follows:

Fax: 231-348-0602

Suzanne R. Kanine, County Clerk

Emmet County

200 Division St.

Petoskey, MI 49770

For further information or for assistance in filling out this application please call (231) 348-1744



EMMET COUNTY - Board of County Commissioners Meeting
February 13, 2025 - 6:00 PM

Brownfield Redevelopment Authority

SUMMARY:

Traven Michaels has applied for an opening on the Brownfield Redevelopment Authority. There are no other applications.

ATTACHMENTS:

Description

- ▣ Traven Michaels Application

**APPLICATION REQUESTING
APPOINTMENT TO AN
EMMET COUNTY BOARD OR COMMITTEE**

Last Name _____ First Name _____ M.I. _____

Address _____ City _____ State _____ Zip _____

Home Phone _____ Cell Phone _____ Business Phone _____

Occupation _____ E-mail _____

Indicate the time(s) you are available ☐ Days ☐ Evenings ☐ Anytime

BOARD COMMISSION POSITION YOU ARE INTERESTED IN BEING APPOINTED TO:

Special Qualifications (Experience/Education)

Why do you want to serve on a Board/Commission? _____

Do you now or have you served on any County Board/Commission(s)? Yes ☐ No ☐ (If yes, please list.)

_____ From _____ To _____

_____ From _____ To _____

Which Commissioner District do you live in? _____

Signature _____ Date _____

Please return this application by regular mail or fax as follows:

Fax: 231-348-0602

Suzanne R. Kanine, County Clerk

Emmet County

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EMMET COUNTY - Board of County Commissioners Meeting
February 13, 2025 - 6:00 PM

Upcoming Meeting Dates

SUMMARY:

The next Board of Commissioners meeting will be held on March 3, 2025 at 6:00 p.m. in the Board of Commissioners room, 200 Division St. Petoskey, 49770.