BARAGA COUNTY BOARD OF COMMISSIONERS
Regular Meeting
Monday, February 13, 2023-5:00 P.M.
16 N. Third Street, L'Anse, MI 49946
PROPOSED AGENDA

---

1. CALL TO ORDER, PLEDG OF ALLEGIANCE, ROLL CALL
Eilola, Dakota, Kent, Menge, and Cichosz

2. PLEDGE OF ALLEGIANCE

3. APPROVE AGENDA

4. APPROVAL OF MINUTES
Regular Meeting, January 9, 2023

5. PUBLIC COMMENTS- Agenda Items Only

6. TREASURER'S REPORT- INFORMATION ONLY – NO MOTION REQUIRED

7. APPROVAL OF BILLS
a. BCMH Trustee Per Diem- $930.00 (January 2022)
b. Approval of County Commissioner and Dept. Bills, $
c. Approval of Prepaid Accounts, $
d. Approval of Sheriff Dept. Commissary Account, $13,413.43

8. UNFINISHED BUSINESS
No old business

9. ACTION ITEMS
a. Board/Committee appointments
- WUPPDR, member at large (advertise)
- Economic Development Corp., Board representative

b. Baraga County Extended Care Corp., Board of Trustees-Resignation (Klassen)
c. Great Lakes Recovery Center, Opioid Settlement Funding
d. Mike DesRochers, Alberta Sawmill Update
d. Probate Court, overnight travel
e. District Court, overnight travel
f. 2023 Remonumentation Grant Agreement
g. Board of Commissioners, Updated Rules of Order
h. Administration Building, Lease office to SOM

10. REPORTS OF STANDING COMMITTEES

11. INFORMATIONAL ITEMS
- BCMH Board of Trustee, Minutes

12. RESOLUTIONS
a. MAC 125th Anniversary

13. COMMISSIONERS COMMENTS

14. PUBLIC COMMENTS

15. ADJOURNMENT

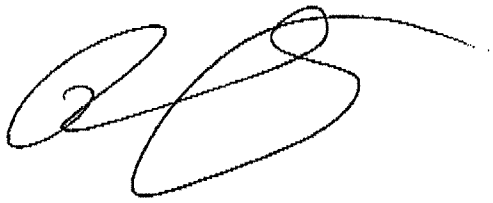
BCMH
Baraga County Memorial Hospital

Board of Trustee Meeting Attendance
January 2023

Monthly Stipend:

Shirley Younggren	$100.00
Jim Loman	$100.00
Carole LaPointe	$100.00
Cathy Wadaga	$100.00
Jayne Walbridge	$100.00
Kate Beer	$100.00

600



1-25-23

Board Briefing of 1-12-23:

Shirley Younggren	$30.00
Jim Loman	$30.00
Carole LaPointe	**$0.00**
Cathy Wadaga	$30.00
Jayne Walbridge	$30.00
Kate Beer	$30.00

150

Regular Board Meeting of 1-17-23:

Shirley Younggren	$30.00
Jim Loman	$30.00
Carole LaPointe	$30.00
Cathy Wadaga	$30.00
Kate Beer	$30.00
Jayne Walbridge	$30.00

180

Medical Control Authority Mtg of 1-23-23 :

Shirley Younggren	$30.00

Checks Written 1/1/2023 to 1/31/2023

Printed 2/8/2023 2:20:39 PM

Number	Date	ID	Comment	Amount
2195	1/3/2023		97th District Court	$300.00
2196	1/4/2023	5728	TODD FRANCIS SELDEN	$119.00
2197	1/8/2023	5451	Mark Joseph Jylha	$352.00
2198	1/9/2023		97th District Court	$300.00
2199	1/9/2023		97th District Court	$1000.00
2200	1/9/2023		97th District Court	$500.00
2201	1/9/2023		Stellar Services	$149.96
2202	1/9/2023		Pats Foods	$59.96
2203	1/9/2023		Pepsi Cola of Houghton, Inc.	$924.40
2204	1/10/2023	4252	LAWRENCE RODNEY DOWD	$45.99
2205	1/11/2023	5389	47th Circuit Court FOTC	$500.00
2206	1/12/2023		Stellar Services	$712.49
2207	1/13/2023		97th District Court	$300.00
2208	1/13/2023		97th District Court	$0.00 VOID
2209	1/14/2023		97th District Court	$2500.00
2210	1/16/2023		97th District Court	$300.00
2211	1/16/2023		97th District Court	$2000.00
2212	1/17/2023		12th Circuit Court	$200.00
2213	1/18/2023	6220	HAROLD REVORD	$215.00
2214	1/19/2023		Stellar Services	$1085.45
2215	1/20/2023	4446	BRYAN SHAWN COLLINS	$26.50
2216	1/25/2023	4313	JOSEPH RAYMOND PAQUETTE	$18.00
2217	1/30/2023		97th District Court	$100.00

Checks Written 1/1/2023 to 1/31/2023

Number	Date	ID	Comment	Amount
2218	1/30/2023		97th District Court	$300.00
2219	1/30/2023		Stellar Services	$47.41
2220	1/31/2023	5736	BRIAN JOHN LUDWIG	$62.00
2221	1/31/2023		Baraga County Treasurer	$1295.27
				$13413.43

January 11, 2023

Wendy Goodreau
Baraga County Clerk
2 S. Main St.
L'Anse, MI 49946

Dear Ms. Goodreau,

1/23/2023 SJK

Effective at the close of our board meeting on ~~1/16/2023~~, I tender my resignation from the Board of Trustees of the Baraga County Extended Care Corporation. It has been my pleasure to serve on the board with many talented and caring people over the last several years.

I've learned a great deal and have come to a tremendous respect for the dedicated women and men who care for our elderly and disabled with such compassion. I wish Bayside Village and its staff and residents the very best.

Regards,

Sally J. Klaasen

Sally Klaasen

THE DISTRICT COURT

FOR THE

97TH DISTRICT OF MICHIGAN

NICHOLAS J. DAAVETTILA
District Judge

COURTHOUSE
16 N. Third Street
L'ANSE, MICHIGAN 49946-1085

Magistrate	524-9201
Court Clerk	524-9202
Probation Dept.	524-7011
Fax	524-7017

Dear Commissioners,

February 13, 2023

I would like to request approval for travel to Lansing for a new Magistrate seminar, and testing for CEO certification. The new Magistrate seminar is required to receive my permanent authorization to conduct informal hearings. The testing for CEO certification falls within the same week, and is also necessary to allow me to record in the courtroom. This testing will be offered in the U.P but that will not be until July and I would like to finalize this as soon as possible if I can. The fact that I will already be in Lansing at the time, also makes sense logistically. This travel would consist of 2 travel days and 3 days in Lansing. Michigan Judicial Institute will cover half of the cost of two of the four nights lodging. I have attached all possible details that I can think of but please feel free to contact me with any further questions or concerns. Thank you all in advance for your time and consideration to this request.

Jill M. Beeler

MICHIGAN SUPREME COURT
MICHIGAN JUDICIAL INSTITUTE
Michigan Hall of Justice • PO Box 30048 • Lansing, MI 48909
Phone: 517-373-7171 *Fax:* 517-373-7615 *Website:* https://courts.michigan.gov/mji

DATE: January 12, 2023

TO: All New Magistrates
cc: Chief Judges

FROM: Peter Stathakis, Program Manager
Anne DeMarco, Program Assistant

SUBJECT: Michigan Judicial Institute (MJI) *New Magistrate* Seminar

---

The second and final step of the new magistrate certification process, pursuant to MCL 600.8512, is mandatory attendance at the new magistrate seminar, which will be held on March 14-15, 2023.

Participation in this seminar will complete your statutorily required training. Upon successful completion, you will receive your permanent authorization to conduct informal hearings from the State Court Administrator. Failure to complete this seminar will result in a loss of your provisional authorization to conduct informal hearings.

The primary focus of the seminar is to ensure that you, as a new magistrate, possess the necessary confidence, and the requisite knowledge and skills to execute your responsibilities.

Logistics
The seminar will be held at the Michigan Hall of Justice Conference Center, located at 925 West Ottawa Street in Lansing, on:
Tuesday, March 14, 2023: 10:00 a.m. to 4:30 p.m. An optional dinner will be sponsored by the Michigan Association of District Court Magistrates (MADCM) on this evening.
Wednesday, March 15, 2023: 9:00 a.m. to 4:00 p.m.

If you require special accommodations because of a disability, please indicate your needs when you e-register.

Meals and Refreshments
Refreshments (coffee, tea, water) and a complimentary group luncheon will be provided both days of the seminar. You and/or your funding unit are responsible for all other meal expenses.

Lodging
MJI will provide single-occupancy lodging the evenings of March 13 and/or March 14, 2023, at the Crowne Plaza Lansing West Hotel for any magistrate who has to travel more than 100 miles to attend the seminar. MJI will pay one-half the cost and the participant is responsible for the other one-half ($53.00/night plus 6% occupancy tax and 6% state tax). Please make the appropriate lodging request when you e-register. MJI will submit a housing list to the hotel which will guarantee lodging reservations.

For participants who will be lodging at the Crowne Plaza Lansing West Hotel, you will need to commute from the hotel to the Michigan Hall of Justice in downtown Lansing (approximately seven miles, or 15 minutes).

Other Expenses
Incidental expenditures, including other meals, entertainment, gratuities, etc., are the responsibility of each individual or his/her governmental funding unit.

Please be advised that neither MJI nor the State Court Administrative Office are able to reimburse you for the time you spend at the seminar. Please contact your court administrator or chief judge to determine your court's policy regarding reimbursement.

How to Register
MJI uses online registration. Please go to the following link to register: https://cvent.me/NXwZmv

Questionnaire
We ask that you complete a short online questionnaire to help us tailor some of the program to your individual needs. The questionnaire is located here:
https://www.surveymonkey.com/r/2023NewMagistrateSemSurvey

Because you are statutorily required to complete the new magistrate seminar, in order to conduct informal hearings, we anticipate that you will attend the entire seminar.

If you have any questions, please contact Anne DeMarco at demarcoa@courts.mi.gov, or Peter Stathakis at stathakisp@courts.mi.gov.

Prior to attending the seminar, you should complete Phase I of the training (the entire self-instructional training package including the magistrate instructor visitation and speed measurement ride-along) and provide the appropriate documentation to MJI.

BARAGA COUNTY
— MICHIGAN —

Jill Beeler <beelerj@baragacounty.org>

Fwd: Enrollment Confirmation

1 message

Jill Beeler <jillmbeeler@gmail.com>
To: beelerj@baragacounty.org

Thu, Jan 12, 2023 at 2:47 PM

---------- Forwarded message ---------
From: **BCI** <bci@lcc.edu>
Date: Wed, Dec 7, 2022 at 2:50 PM
Subject: Enrollment Confirmation
To: <jillmbeeler@gmail.com>

Enrollment Confirmation for Jill Beeler

111 Mesnard St
Lanse MI 49946
jillmbeeler@gmail.com
(906) 201-4992

Memberships: None

CEO - 2023 SCAO State Certification Examination
Dates: 03/16/2023
Meets: Th from 8:30 AM to 11:00 AM
Location: LCC - West Campus - Room S150
5708 Cornerstone Drive
Lansing, MI 48917

Notes:

You are enrolling in the Court Electronic Operator (CEO) State Certification Exam. Please save your receipt as confirmation and your proof of enrollment.

When registering, make sure to use an email that you have access to at all times as you will receive a subsequent notification sent to the email address used for your registration one week prior to the exam session date.

Please save the receipt for your records.

Cancelation Policy:

Seven (7) calendar days or more before exam date - 100% refund; Two (2) to Six (6) calendar days before exam date - 50% refund; One (1) calendar day before, or later - 0% refund.

Fee Summary
Registration Cost: $60.00

Total charges: $60.00

Your credit card has been charged for the amount due

Thank you for your registration. If you have questions, please contact:

BCI
517-483-9853
bci@lcc.edu

Our Programs
Registration FAQs
Your Account
Your Registration History
Forgot your Password? Submit a Password Reset Request

* ESTIMATED DATA FOR APPROVAL PURPOSES ONLY

COUNTY OF BARAGA
MILEAGE AND EXPENSE VOUCHER

Department: DISTRICT COURT Date: _____

Employee: JILL BEELER Month: MARCH 2023

Address: _____

Date of Meeting	Type of Meeting	Amount of Per Diem

TOTAL PER DIEM _____

	Date	Total Miles	Rate	Reimbursement
*		Approx		
		926 RT		

TOTAL MILEAGE REIMBURSEMENT: _____

	Date	Reason for use	Reimbursement
*	5 days	$30/day Meals	
*	4 nights	Hotel - 2 of the nights will be 1/2 price due to conference. For the other 2 nights I will get the best rate available. State Rate is typically between 85 - 110/night.	

Account No: _____

TOTAL: _____

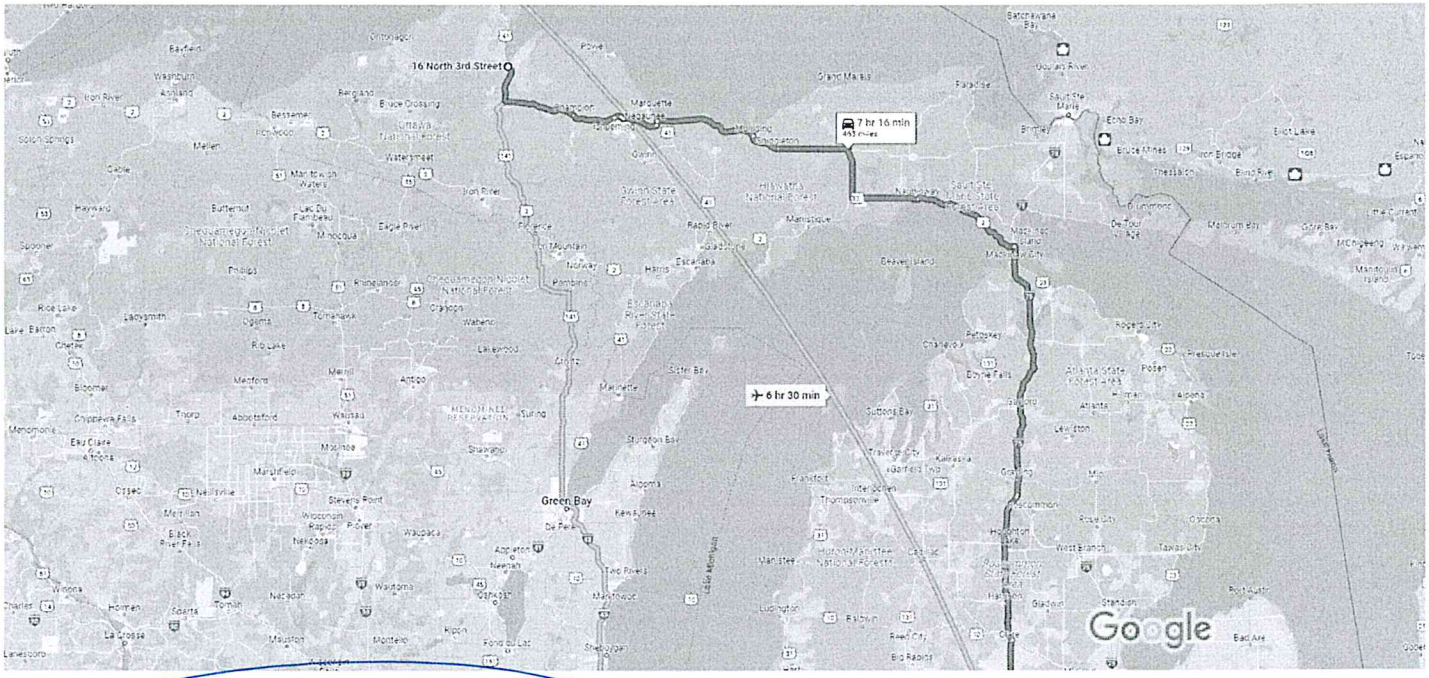
Signature: _____ Date: _____

Supervisor: _____ Date: _____

Google Maps

16 N 3rd St, L'Anse, MI 49946 to Judicial Institute, 925 W Ottawa St, Lansing, MI 48915

Drive 463 miles, 7 hr 16 min



Map data ©2023 Google 20 mi

via US-127 S — 7 hr 16 min
Fastest route now due to traffic conditions — 463 miles
⚠ This route has tolls.

One way

via I-94 E — 10 hr 12 min
600 miles

Hancock, MI—Lansing, MI — 6 hr 30 min

Explore Judicial Institute

Restaurants Hotels Gas stations Parking Lots More

2023 MARCH

Travel Request for Jill Beeler. - District Ct.
Purpose - Magistrate trainin + CEO testing.

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
			1	2	3	4
5	6	7	8	9	10	11
12	13 Travel Hotel #1 (½ $)	14 New Magistrate Seminar @ MI. Judicial Institute DAY 1 OF 2 10AM - 430PM Hotel #2 (½ $)	15 New Magistrate Seminar @ MI. Judicial Institute DAY 2 of 2 9:30AM - 400PM Hotel #3	16 CEO certification Exam. Lansing Community College Time TBD Hotel #4 4-5 HR	17 Travel	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

© BlankCalendarPages.com

GRANT NO. **BCC 23-07**

GRANT BETWEEN
THE STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
AND
BARAGA COUNTY

GRANTEE/ADDRESS:

Wendy Goodreau
County of Baraga
2 S. Main St.
L'Anse, MI 49946

STATE GRANT ADMINISTRATOR/ADDRESS:

Nicholas J. Clever, P.S., Director
Office of Land Survey and Remonumentation
Department of Licensing and Regulatory Affairs
P.O. Box 30254
Lansing, MI 48909
Phone: (517) 241-6321
Email: clevern@michigan.gov

GRANT PERIOD:

From: **01-01-2023** To: **12-31-2023**

TOTAL AUTHORIZED BUDGET: **$64,768.00**

SIGMA Vendor ID: CV0047011
SIGMA Payment Address Code: 001

ACCOUNTING TEMPLATE: 6415137T001

GRANT AGREEMENT

Grant No. **BCC 23-07** from the Department of Licensing and Regulatory Affairs (Grantor) to **Baraga County** (Grantee), is entered into pursuant to the State Survey and Remonumentation Act, 1990 PA 345 (SSRA) and is subject to the terms and conditions of this Agreement (Agreement).

1.0 Statement of Purpose

A Grant is offered annually to the Grantee in accordance with the requirements of the SSRA. Grantee is only entitled to funds through the Grant if Grantee complies with the provisions of this Agreement.

In accordance with the terms and conditions of this agreement, Grantor will reimburse the eligible expenses incurred by the Grantee to carry out the annual work program set forth and approved by the Grantor.

1.1 Statement of Work

The Grant is conditioned on the completion of three components:

- The Grant Agreement.
- The Grant Application.
- The Grant Completion Report.

The Grantee agrees to undertake, perform, and complete the project in the following manner:

1. The Grantee electronically submits a Grant Application using a form provided by OLSR by emailing bccolsr@michigan.gov no later than 11:59pm on December 31 before the grant year. See MCL 54.274(1)(a) and Section 1.2 of this Agreement. OLSR will not approve a Grant Application for payment until the following are met:
    a. The Grant Agreement has been approved and electronically signed by the Grantee.
    b. The Grant Application was received before the statutory deadline.
    c. The Grant Application outlines how funds will be expended, and a list of the corners expected to be completed and conforming with the approved County plan. See MCL 54.274 (1)(b). The Application must be submitted on the proper form provided by OLSR.
    d. The Grant Completion Report for the previous grant year has been received and acknowledged by OLSR, and all Land Corner Recordation Certificates (LCRC) are entered by the Grantee. See MCL 54.274 (1)(b).
2. OLSR emails the approved Grant Application and the Grant Agreement to LARA Finance and Administrative Services Director, or their designee, for review and electronic signature. Once approved and signed, LARA will email the Grant Agreement and approved Grant Application to the specified grantee for electronic signature. Instructions for the use of the electronic signature software can be requested by email to bccolsr@michigan.gov.

3. The Grantee will electronically submit a Grant Completion Report at the conclusion of the Grant year or when granted funds are used by emailing the proper form to bccolsr@michigan.gov. See Section 1.4 of this Grant Agreement. There is no firm deadline for the Grant Completion Report. However, as noted above in Section 1.1.2 of this Grant Agreement, initial payment for the following grant year will not be made until the Grant Completion Report is electronically submitted to, and approved by, OLSR. OLSR will not approve a Grant Completion Report for payment until the following are met:
    a. The Grant Completion Report is signed by the County Grant Administrator.
    b. All LCRCs completed under the Grant and all walk-ins are entered into Accela by the county.
    c. Copies of all invoices paid by the county for the grant year are scanned and included with the Grant Completion Report. Any amount shown on the Grant Completion Report must be justified with invoices. These invoices include:
        i. Any supplies and material needed for the physical monuments.
        ii. Any professional fees for contract surveyors, which outline
            1. the specific corners included in the invoice
            2. tasks included if not paid a lump sum
            3. other fees must be identified
        iii. A narrative is needed to provide reasons why
            1. corners proposed were not done during this contract year
            2. any corners paid from invoices are not included with an LCRC

1.2 Detailed Budget

A. This Agreement does not commit the State of Michigan (State) or the Department of Licensing and Regulatory Affairs (LARA) to release any funds or approve requests for additional funds at any time.

B. If applicable, travel expenses will not be reimbursed at rates greater than the State Travel Rates issued by the Department of Technology, Management and Budget for Classified and Unclassified Employees without the prior written consent of the Grant Administrator. Only Standard mileage rates will be reimbursed.

C. The Grant Application includes the Budget. The Grantee agrees that all funds shown in the Grant Application are to be spent as detailed in the Grant Application.

D. Changes in the Budget of less than 5 percent of the total line item amount do not require prior written approval, but the Grantee must provide notice to the Grant Administrator.

E. Changes in the Budget equal to or greater than 5 percent of the total line item amount will be allowed only upon prior review and written approval by the State Grant Administrator. A formal grant amendment must be signed by both the Grantor and Grantee.

1.3 Payment Schedule

A. The maximum amount of grant assistance offered is **$64,768.00.** An initial payment of **$25,907.20** (40 percent of the State Grant Amount) shall be made to the Grantee upon submittal of the previous Grant Year Completion Report and all required documentation to the State Grant Administrator as explained in Section 1.1.

B. Progress payments up to a total of 85 percent of the Total Authorized Budget may be made upon submission of a Grantee request indicating the grant funds received, project expenditures incurred, and objectives completed to date, as well as backup documentation for all expenditures. Backup documentation must include a printout of the 245 grant account, invoice copies, and a payroll printout for any county costs supported with the grant and be maintained for audit purposes in order to comply with this Agreement.

C. Payment of the final 15 percent of the grant amount shall be made after completion of the project and after the State Grant Administrator has received and approved the Completion Report and supporting documentation as specified in this Agreement.

1984 PA 279 states that the State shall take all steps necessary to assure that payment for goods or services is mailed within 45 days after receipt of the goods or services, a complete invoice for goods or services, or a complete contract for goods or services, whichever is later.

1.4 Program Performance - Monitoring, Reporting and Documentation

A. Monitoring. The Grantee shall monitor performance to assure that time schedules are being met and projected work by time period is being accomplished and provide a status report to the State Grant Administrator upon request.

B. Reporting **(see 1.4.C. for documentation requirements):**

1. The Grantee **may submit** to the State Grant Administrator a Progress Report as soon as July 1 of the grant year but no later than September 30 of the grant year with backup documentation for work completed and expenditures incurred during the reporting period

2. The Grantee **must submit** to the State Grant Administrator a Grant Completion Report as explained above. There is no firm deadline for the Grant Completion Report to be submitted, but no funds will be released for the next year until the Grant Completion Report is received by OLSR.

C. Documentation. Backup documentation must include the following, as applicable:

1. A written narrative of the total work accomplished during the grant year, including an explanation for any additional work completed that was not specified in the approved Grant Application, any work not completed that was specified in the approved Grant Application, and any changes in an approved line item of the budget approved in Grant Application (submit for Grant **Completion Report only).**

2. A narrative of any coordinated efforts with other organizations to complete the project (submit for Grant **Completion Report only**).

3. Invoices:

   a. An invoice from all Peer Review Group members, each surveyor or any other service provider for all services provided to the Grantee under this Agreement, and other supplies and purchases, as outlined in the approved Grant Application (submit for **Progress Report and Grant Completion Report**).

   b. A detailed breakdown and backup documentation for any county costs charged to the program as outlined in the approved Grant Application (submit for **Progress Report and Grant Completion Report**).

4. General Ledger: The County Treasurer's print-out of the State Survey and Remonumentation grant account or equivalent ledger providing a detailed history of each transaction occurring within the account, including all payroll, indirect and/or overhead expenses. If not itemized in the ledger, a salary and fringe benefits breakdown must also be submitted for all administrative staff (submit for **Progress Report and Grant Completion Report**).

5. A recorded LCRC prepared in compliance with the Corner Recordation Act 1970 PA 74 (CRA) and SSRA for each corner shall be submitted through the Accela Citizen Access (ACA) portal. The LCRC shall include geodetic coordinate values for each corner recorded, signed by the county representative and reflect the date of the peer review group meeting at which the corner was reviewed. The county representative will notify the State Grant Administrator when all the contract corners are entered through ACA for the grant year.

PART II - GENERAL PROVISIONS

2.1 Project Changes

Grantee must obtain prior written approval for project changes from the Grant Administrator. See **Section 1.2. Detailed Budget.**

2.2 Delegation

Grantee may not delegate any of its obligations under the Grant without the prior written approval of the State. Grantee must notify the State at least 90 calendar days before the proposed delegation and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Grantee must: (a) be the sole point of contact regarding all project matters, including payment and charges for all Grant Activities; (b) make all payments to the subgrantee; and (c) incorporate the terms and conditions contained in this Grant in any subgrant with a subgrantee. Grantee remains responsible for the completion of the Grant Activities, compliance with the terms of this Grant,

and the acts and omissions of the subgrantee. The State, in its sole discretion, may require the replacement of any subgrantee.

2.3 Project Income

To the extent that it can be determined that interest was earned on advances of funds, such interest shall be remitted to the Grantor. All other program income shall either be added to the project budget and used to further eligible program objectives or deducted from the total program budget for the purpose of determining the amount of reimbursable costs. The final determination shall be made by the Grant Administrator.

2.4 Share-in-savings

The Grantor expects to share in any cost savings realized by the Grantee. Therefore, final Grantee reimbursement will be based on actual expenditures. Exceptions to this requirement must be approved in writing by the Grant Administrator.

2.5 Order of Spending

Unless otherwise required, Grantee shall expend funds in the following order: (1) private or local funds, (2) federal funds, and (3) state funds. Grantee is responsible for securing any required matching funds from sources other than the State.

2.6 Purchase of Equipment

The purchase of equipment not specifically listed in the Grant Application must have prior written approval of the Grant Administrator. Equipment is defined as non-expendable personal property having a useful life of more than one year. In its request for approval of the State Grant Administrator, Grantee must include the following: (1) a definition of the specific equipment Grantee wishes to purchase; (2) an explanation for why the equipment is necessary to complete the Statement of Work; (3) an explanation of why Grantee could not complete the Statement of Work by renting comparable equipment rather than purchasing it; (4) the anticipated life of the equipment; (5) the amount of anticipated maintenance fees required to maintain the equipment and the length of time those fees will need to be paid; (6) whether Grantee intends to pay maintenance fees using current and/or future grant awards; (7) explanation of any housing requirements for the equipment; (8) whether Grantee intends to rent out to a third party; (9) and the agreement by Grantee that, if it rents or sells the equipment, Grantee will remit any and all rental or sale proceeds to the State.

2.7 Accounting

The Grantee shall adhere to the Generally Accepted Accounting Principles and shall maintain records which will allow, at a minimum, for the comparison of actual outlays with budgeted amounts. The Grantee's overall financial management system must ensure effective control over and accountability for all funds received. Accounting records must be supported by source documentation including, but not limited to, balance sheets, general ledgers, time sheets and invoices. The expenditure of state funds shall be reported by line item and compared to the Budget.

2.8 Records Maintenance, Inspection, Examination, and Audit

The State or its designee may audit Grantee to verify compliance with this Grant. Grantee must retain and provide to the State or its designee upon request, all financial and accounting records related to the Grant through the term of the Grant and for 7 years after the latter of termination, expiration, or final payment under this Grant or any extension ("Audit Period"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Grantee must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Grantee's premises or any other places where Grant Activities are being performed, and examine, copy, and audit all records related to this Grant. Grantee must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Grant must be paid or refunded within 45 calendar days.

This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant Activities in connection with this Grant.

If the Grantee is a governmental or non-profit organization and expends the minimum level specified in OMB Uniform Guidance ($750,000 as of December 26, 2013) or more in total federal funds in its fiscal year, then Grantee is required to submit an Audit Report to the Federal Audit Clearinghouse (FAC) as required in 200.36.

2.9 Competitive Bidding

The Grantee agrees that all procurement transactions involving the use of state funds shall be conducted in a manner that provides maximum open and free competition. When competitive selection is not feasible or practical, the Grantee agrees to obtain the written approval of the Grant Administrator before making a sole source selection. Sole source contracts should be negotiated to the extent that such negotiation is possible.

The Grantee agrees that all procurement of Professional Services will be conducted using Quality Based Selection (QBS). The Grantee may use QBS scores to assign work based on complexity.

3.0 Liability

The State is not liable for any costs incurred by the Grantee before the start date or after the end date of this Agreement. Liability of the State is limited to the terms and conditions of this Agreement and the grant amount.

3.1 Reserved

3.2 Safety

The Grantee, and all subgrantees are responsible for ensuring that all precautions are exercised at all times for the protection of persons and property. Safety provisions of all Applicable Laws and building and construction codes shall be observed. The Grantee, and every subgrantee are responsible for compliance with all federal, state and local laws and regulations in any manner affecting the work or performance of this Agreement and shall at all times carefully observe and comply with all rules,

ordinances, and regulations. The Grantee, and all subgrantees shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of this Agreement.

3.3 General Indemnification

Inasmuch as each party to this grant is a governmental entity of the State of Michigan, each party to this grant must seek its own legal representation and bear its own costs, including judgments, in any litigation which may arise from the performance of this grant. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

3.4 Termination

A. Termination for Cause

The State may terminate this Grant for cause, in whole or in part, if Grantee, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Grant will not be construed to mean that other breaches are not material.

If the State terminates this Grant under this Section, the State will issue a termination notice specifying whether Grantee must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Grantee was not in breach of the Grant, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Subsection B, Termination for Convenience.

The State will only pay for amounts due to Grantee for Grant Activities accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Grantee for the State's reasonable costs in terminating this Grant. The Grantee must pay all reasonable costs incurred by the State in terminating this Grant for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Grant Activities from other sources.

B. Termination for Convenience

The State may immediately terminate this Grant in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. If the State terminates this Grant for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Grant Responsibilities.

3.5 Conflicts and Ethics

Grantee will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Grant; (b) doing anything that creates an appearance of impropriety with

respect to the award or performance of the Grant; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Grantee, any consideration contingent upon the award of the Grant. Grantee must immediately notify the State of any violation or potential violation of these standards. This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant Activities in connection with this Grant.

3.6 Non-Discrimination

Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., Grantee and its subgrantees agree not to discriminate against 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, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Grant.

3.7 Unfair Labor Practices

Under MCL 423.324, the State may void any Grant with a Grantee or subgrantee who appears on the Unfair Labor Practice register compiled under MCL 423.322.

3.8 Force Majeure

Neither party will be in breach of this Grant because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Grantee will not be relieved of a breach or delay caused by its subgrantees. If immediate performance is necessary to ensure public health and safety, the State may immediately Grant with a third party.

3.9 Media Releases

News releases (including promotional literature and commercial advertisements) pertaining to the Grant or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.

4.0 Website Incorporation

The State is not bound by any content on Grantee's website unless expressly incorporated directly into this Grant.

4.1 Certification Regarding Debarment

The Grantee certifies, by signature to this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal or State department or agency. If the Grantee is unable to certify to any portion of this statement, the Grantee shall attach an explanation to this Agreement.

4.2 Illegal Influence

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

A. No federal appropriated funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this grant, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The Grantee shall require that the language of this certification be included in the award documents for all grants or subcontracts and that all subrecipients shall certify and disclose accordingly.

The State has relied upon this certification as a material representation. Submission of this certification is a prerequisite for entering into this Agreement imposed by 31 USC § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Grantee certifies, to the best of his or her knowledge and belief that no state funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any State agency, a member of the Legislature, or an employee of a member of the Legislature in connection with the awarding of any state contract, the making of any state grant, the making of any state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state contract, grant, loan or cooperative agreement.

4.3 Governing Law

This Grant is governed, construed, and enforced in accordance with Michigan law. Grantee consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or forum non conveniens.

4.4 Compliance with Laws

Grantee must comply with all federal, state and local laws, rules and regulations.

Grantee is required to possess in order to perform under this Grant.

4.5 Disclosure of Litigation, or Other Proceeding

Grantee must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") involving Grantee, a subgrantee, or an officer or director of Grantee or subgrantee, that arises during the term of the Grant, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Grantee's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Grantee is required to possess in order to perform under this Grant.

4.6 Assignment

Grantee may not assign this Grant to any other party without the prior approval of the State. Upon notice to Grantee, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Grant to any other party. If the State determines that a novation of the Grant to a third party is necessary, Grantee will agree to the novation, provide all necessary documentation and signatures, and continue to perform, with the third party, its obligations under the Grant.

4.7 Entire Grant and Modification

This Grant is the entire agreement and replaces all previous agreements between the parties for the Grant Activities. This Grant may not be amended except by signed agreement between the parties.

4.8 Grantee Relationship

Grantee assumes all rights, obligations and liabilities set forth in this Grant. Grantee, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Grant. Grantee, and not the State, is responsible for the payment of wages, benefits and taxes of Grantee's employees and any subgrantees. Prior performance does not modify Grantee's status as an independent Grantee.

4.9 Dispute Resolution

The parties will endeavor to resolve any Grant dispute in accordance with this provision. The dispute will be referred to the parties' respective Grant Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Grant.

5.0 Severability

If any part of this Grant is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Grant and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Grant will continue in full force and effect.

5.1 Waiver

Failure to enforce any provision of this Grant will not constitute a waiver.

5.2 Signatories

The signatories warrant that they are empowered to enter into this Agreement and agree to be bound by it.

E-SIGNED by Anshu Varma
on 2023-01-24 16:52:23 EST

2023-01-24 16:52:23 UTC

Anshu Varma, Division Director
Procurement & Administration Division
Bureau of Finance and Administrative Services
Department of Licensing and Regulatory Affairs
State of Michigan

Date

Wendy Goodreau
County Grant Administrator
County of Baraga

Date

GRANT NO. **BCC 23-07**

SURVEY & REMONUMENTATION APPLICATION / PROGRESS / COMPLETION REPORT

Michigan Department of Licensing & Regulatory Affairs
Bureau of Construction Codes
Office of Land Survey & Remonumentation
PO Box 30254, Lansing, MI 48909
1st Floor Ottawa Building
611 West Ottawa Street, Lansing, MI 48933
Phone 517-241-6321
E-Mail: bccolsr@michigan.gov
www. Michigan.gov/bcc

Grantee/County: Baraga County

--Section below for OLSR staff use only--

Grant # **BCC 23-07**
VCUST# CV0047011
Address Code 001
GG #
Template: 6415137T001

Grant Year: 2023

$64,768.00	**State Grant Award**			
Grant Application Payment Request			**Grant Application Proposed Corners**	
$25,907.20	Start-Up Payment (40% of Grant Award)		42	Corners anticipated to be paid with funds
$38,860.80	Balance after Start-Up Payment		**Corners Completed**	
Progress Report Payment Request				Corners completed & paid with grant funds
	Amount Requested (up to 85% of Grant)			Corners completed & paid by others
	Grant Balance after Progress Report			Corners revisited & paid with grant funds
Completion Report Payment Request				Corners revisited & paid by others
	Amount Requested (up to 100% of Grant)			Common corners entered into Accela twice
	Grant Balance after Completion Report			Number of records entered into Accela
				Corners revisited without record

I certify to the best of my knowledge and belief that this report is correct and complete, and all expenditures are for the purposes set forth in and comply with the annual grant agreement.

Is this county on an approved Maintenance Plan during this contract? Yes (No)

Wendy Andrian
County Grant Administrator

12/1/2022
Date

--Section below for OLSR staff use only--

Payment Authorized: $ 25,907.20

Grant Balance: $ 38,860.80

Records completed by County in current Grant Year: _____

Records remaining to be completed in County Plan: _____

/s/ Nicholas J. Clever
Nicholas J. Clever, P.S.
Director, Office of Land Survey & Remonumentation

24 January 2023
Date

Administrator	
Name: Wendy Goodreau	Phone: (906) 524-9301
Email Address goodreauw@baragacounty.org	
Physical Address 2 South Main Street	
City, State, Zip L'Anse, MI. 49946	
Representative	
Name: Scott J. Swanson	Phone: (906) 395-0166
Email Address sswanson@baragacountyroads.org	
Physical Address 15654 Golden Rd.	
City, State, Zip L'Anse, MI. 49946	
Address for Payments	
Name: Baraga County Treasurer	Phone: (906) 524-9308
Physical Address 2 South Main Street	
City, State, Zip L'Anse, MI. 49946	

The following section is divided into columns corresponding to the stages of the yearly Remonumentation Grant program, from left to right. Fill out the sections within the column of the current stage, while leaving the information from the previous stages in place. If the county does not submit a Progress Report, leave that column blank.

Budget (Grant Application) column refers to the estimated costs set forth by the County in the Grant Application.

Progress Report column will include any expenditures by the County up to that point. Expenditures must exceed the amount received by the county in the 40% Start-up Payment. Any amount in this column must have receipts or invoices listing completed corners attached for reimbursement.

Completion Report column will include all reimbursable expenditures by the County during the Grant Year. Any amount in this column must have receipts or invoices listing completed corners attached for reimbursement.

County must provide copies of all invoices, receipts, payment vouchers, etc. for any expenditures being submitted for reimbursement under the Remon Grant program. Invoices must be itemized (where applicable) and should not include costs outside of the Remonumentation program. A county requesting payment for a Cost Allocation Program or similar policy must have a complete copy of the Cost Allocation Plan on file with OLSR before payment is made.

County must provide a detailed, itemized budget report for all expenditures under the Remon program. Any payment amount that does not appear on the budget report cannot be considered for reimbursement under the Remon Grant program.

Remonumentation Program
County Expenditure Detail

Work Program Expenditures by Line Item	Budget (Grant Application)	Progress Report Expenditures	Completion Report Expenditures
Item A Remonumentation Services	$53,918.00		
Item B Monument Maintenance Services	$0.00		
Item C Remonumentation Supplies & Materials	$4100.00		
Item D Geodetic Control Maintenance & Operations	$0.00		
Item E Grant Administrator Fees/Wages	$2,300.00		
Item F County Representative Fees/Wages	$3,500.00		
Item G Additional Administrative Staff Fees/Wages	$0.00		
Item H Peer Group	$800.00		
Item I Administrative Supplies & Indirect Costs	$150.00		
Totals	$64,768.00		

2023 REMONUMENTATION PLAN

T49N-R33W
L'ANSE TOWNSHIP

CORNERS TO BE TRAVERSED AND MONUMENTED AND RESEARCHED.

MARKER POSTS =42
MONUMENTS = 42

B9, B11
C8, C9, C10, C11
D7, D9, D11
E6, E7, E8, E9, E10, E11
F7, F9, F11
G6, G7, G8, G9, G10, G11
H7, H9, H11
I6, I7, I8, I9, I10, I11
J7, J9
K6, K7, K8, K9
L7, L9
M7

TOTAL= 42 CORNERS

1 COMMON CORNERS: L'ANSE TOWNSHIP T49N-R32W

A7

TOTAL CORNERS TO BE MONUMENTED INCLUDING COMMON CORNERS

TOTAL = 42 Corners, 43 Records

RULES OF ORDER

Adopted XXXXXXXXX

BOARD OF COMMISSIONERS
BARAGA COUNTY, MICHIGAN

The great purpose of all rules and forms is to subserve the will of the assembly, rather than to restrain it; to facilitate, and not to obstruct, the expression of their deliberate sense.

RULE 1
At the first meeting of the Board of Commissioners held in January of each odd year, the County Clerk shall open the meeting, call the roll, and if a quorum is found to be present, the Board shall proceed to nominate and elect one of their number as chairperson. The commissioner receiving the majority of all votes cast shall be Chairperson of said Board, and immediately assume the duties thereof. The Chairperson shall first proceed to the election of a Vice-Chairperson by a roll call vote.

RULE 2
During the January organizational meeting, the Commission shall review and revise, if deemed necessary, the Rules of Order.

RULE 3
The committees of the Board of Commissioners shall be as follows:

1. Baraga County Memorial Hospital Board of Trustees
2. Baraga County Extended Care Corp. Board of Trustees
3. Baraga County Veterans' Affairs Committee
4. Baraga County Department of Human Services
5. Baraga County Road Commission
6. Baraga County Substance Abuse
7. Child Development Board
8. Board of Directors of Economic Development Corporation
9. 911 Committee
10. Western UP Planning & Development Regional Commission
11. Copper Country Mental Health
12. Baraga County Fair Board
13. UPCAP Board of Directors
14. UP State Fair Authority
15. UPWARD Talent Council Board
16. UP District Health Board
17. UP RC&D Council
18. Baraga County Recreation Committee
19. Western UP Substance Abuse
20. Equalization Committee

21. Finance Committee
22. Personnel Committee

RULE 4
The Chairperson shall appoint the following committees: Equalization Committee, Finance Committee, Personnel Committee, Western UP Health Department Board, Western UP Planning & Development Region, BCMH Board of Trustees (Liaison), Child Development Board, 911 Committee, Parks and Recreation Committee. The Chairperson's appointments shall be made no later than the Monday following the January organizational meeting.

All other appointments shall be made by majority vote of the Board at its January organizational meeting.

RULE 5
Rights and Duties of Committees:
Any matter referred to committee remains the property of that committee until reported to the full board, or another committee, either by a date specified in the motion or at the earliest convenience of said committee. Any matter not reported to the Board within a reasonable length of time may be brought upon the floor for consideration by a majority vote of those present.

RULE 6
All bills must be filed with the County Clerk's Office on or before the Friday before the 2nd Monday of each month in order to be acted upon at the Regular meeting held on the 2nd Monday of each month. Said bills will be available for the Finance Committee to carefully examine and consider all claims against the County.

RULE 7
Dates for committee meetings shall not be changed from the adopted schedule unless all members of the committee are polled and a majority agree to the change.

RULE 8
Powers and Duties of the Chairperson:
The Chairperson shall take the Chair precisely on the day and at the hour to which the Board adjourned at the preceding session. He/She shall immediately call the members to order, and on the appearance of a quorum from a call of the roll, he/she shall cause the minutes of the preceding session to be approved unless otherwise ordered by the Board.

RULE 9
It shall be the duty of the Chair to preserve order, and to call to his/her aid for that purpose the Sheriff of the County or his Deputy. The Chair shall suppress any disorderly conduct and shall strictly enforce the rules and regulations of the Board.

RULE 10
The Chairperson of the Board is authorized to send to any meeting, convention or function deemed important to the conduct of county business, those persons he/she deems necessary, in numbers appropriate to the occasion; said members shall travel by the mode of transportation most suited to the situation. Action taken by the Chairperson shall be subject to later review by the County Board of Commissioners, and when the occasion warrants, it is expected that a written or oral report concerning participation in such activities will be submitted to the full board by a designated participating delegate.

RULE 11
Power and Duties of the Vice-Chairperson:
When the Chairperson is absent from Board meetings or otherwise incapacitated, during interim the Vice-Chairperson shall assume all the duties and obligations of the Chairperson.

RULE 12
Both the Chairperson and Vice-Chairperson, when presiding, shall have the right to name any member of the Board to perform the duties and obligations of the Chair temporarily.

RULE 13
Rights and Duties of Members:

Quorum: Three members of all commissioners duly elected and/or qualified shall constitute a quorum for the transaction of business.

RULE 14
The order of business of the Board of Commissioners shall be as follows:

1. Calling to order, Roll Call, Salute to the Flag and Pledge of Allegiance.
2. Approval of the Agenda.
3. Approval of the minutes of preceding regular and special meetings.
4. Public Comment-Agenda Items Only (Time limit of 3 minutes per person).
5. Treasurer's Report.
6. Approval of Bills.
7. Unfinished Business.
8. New Business.
9. Reports of Standing Committees.
10. Informational Items.
11. Resolutions.
12. Commissioner Comments.
13. Public Comments.
14. Adjournment.

RULE 15
The County Clerk or his/her Deputy shall attend all full board meetings of the County Board and shall keep a correct journal of the Board's proceedings. Minutes of each meeting shall be provided according to the Open Meeting Act of the State of Michigan.

RULE 16
At a meeting called for any special business, such business shall be given first consideration by the Board, and shall have the right of way over all other matters taken up by the Board at such special session.

RULE 17
No member shall speak a second time on a question until all others who wish to have had an opportunity to speak once.

RULE 18
Only members of the Board of Commissioners shall be given the right to speak during any Board meeting except:

1. Any person with the consent of the majority of the Board members present.
2. Any member of the public speaking under the privilege of Public Comment.
3. Any staff person, when requested by any member of the Board.
4. Any member of the public, speaking during a Public Hearing.
5. The Chairperson may limit each speaker to 3 minutes, if in his judgement, the discussion will be lengthy.

RULE 19
A member called to order shall immediately relinquish the floor, unless permitted to explain, and the Board, if appealed to, shall decide the case. If an appeal is not made, the decision of the Chair shall stand. On an appeal, no member shall speak more than once without the consent of the Board.

RULE 20
No rule of the Board shall be suspended, altered or amended without the concurrence of four-fifths of the members present at a meeting.

RULE 21
The rules of parliamentary practice comprised in "Robert's Rules of Order Revised" shall govern the Board in all cases to which they are applicable, providing they are not in conflict with the Board's rules or the laws of the State of Michigan.

RULE 22
When a question is under debate, no motion shall be received or entertained but the following:

To adjourn.
To close debate on the pending question.
To lay on the table.
To postpone to a certain day.
To commit, amend or substitute.
To refer back to committee.

RULE 23
The motion to adjourn shall always be in order; that and the motion to lay on the table, shall be decided without debate.

RULE 24
A motion for reconsideration of a decision shall be in order when:

1. The motion is made at the same meeting or the following meeting.
2. The motion is made by one who voted with the majority on the original motion.

RULE 25
After a motion has been stated by the Chair, it shall be deemed to be in the possession of the Board, but may be withdrawn at any time before amended or otherwise acted upon.

RULE 26
A roll call vote shall proceed according to district from the person making the motion. Every member who is present when a question is last stated by the Chair, and no other, shall vote for or against the same, unless the Board shall excuse him/her, or unless he/she be immediately, financially interested in the question.

RULE 27
A roll call vote shall be taken on any question when called for by any member of the Board.

RULE 28
The Chairperson must vote on all roll call questions unless excused by a unanimous vote of the Board. He/she may vote on all questions before the Board, except on appeal from his/her own decisions.

RULE 29
Public Hearings Rules of Procedure:

(a) Whenever a public hearing on any issue is convened by the Baraga County Board of Commissioners or committee thereof, the Chairperson shall commence the public hearing by:

1. Stating the purpose of the hearing.
2. Advising the public in attendance on the rules procedure set forth in this rule.

(b) The Chairperson shall be responsible for order and procedure at all public hearings, and enforce this rule, as well as the general rules of order of the County Board of Commissioners to the extent applicable.

(c) All persons, organizations, firms, partnerships, corporations, or other such entities shall have the right to address the Board either individually or by agent of representative. Each person addressing the Board must give his name and the name of any organization if he is speaking on behalf of that organization.

(d) All presentations to the Board during a public hearing shall be limited three minutes, unless approved by the Chairperson.

(e) Those parties addressing the Board may also submit such written materials, documents, petitions, and exhibits to support their presentation. They shall be in quantities sufficient so that each Board member shall have a copy.

(f) Following each presentation, each board member may question the individual making the presentation.

RULE 30
For items to appear on the agenda of the regular monthly meeting they must be presented to the Clerk by noon on the Thursday preceding the meeting. A copy of the proposed agenda and supporting documents for regular monthly and special meetings shall be emailed to each commissioner five days prior to said meeting. The Clerk shall cause to be printed notices of meetings as provided for in the Open Meetings Act of Michigan.

RULE 31
The Board may occasionally be faced with problems, on which it needs additional input from individuals with expertise concerning ways to solve the problem. When these situations arise, the Board may create an Ad Hoc Committee to study the problem and made recommendations on the resolution of the problem.

The Ad Hoc Committee shall cease to exist once it has given its report unless the County Board wishes to charge the Committee with new direction.

RULE 32
Board Appointments:

Appointments to the various boards, committees and commissions appointed by the County Board shall be advertised in the local publication prior to making such appointments.

A letter of interest must be filed prior to an individual's consideration for appointment by the County Board. Letters of interest shall be in writing, dated, signed, and are to be submitted to the County Clerk's Office by such deadline as determined by the County Board.

Each member of the Board of Commissioners shall be emailed copies of all letters of interest, complete with any and all supporting documents.

If more applications are received for a particular position than positions are available, all applicants may be interviewed by the County Board if the Board deems it necessary by majority vote.

DRAFT

LEASE

State Lease #**12262-2023**

between

BARAGA COUNTY, as Lessor
and

THE STATE OF MICHIGAN, as Lessee

ARTICLE I - DEFINITIONS

1.1 A.N.S.I.
1.2 Cancellation
1.3 Construction
1.4 Executive
1.5 Maintenance
1.6 Occupancy
1.7 Reserved
1.8 Possession
1.9 Potable Water
1.10 Purpose
1.11 Remodel
1.12 State Government Managed
1.13 State Government Owned
1.14 Substantial Completion
1.15 Tenantable
1.16 Tenant Improvements

ARTICLE II - POSSESSION

2.1 Square footage Leased
2.2 Location of Leased premises
2.3 Early possession
2.4 Initial term of possession
2.5 First renewal option
2.6 Second renewal option
2.7 Deleted, Not Applicable
2.8 Deleted, Not Applicable
2.9 Ninety-day holdover
2.10 Assignment/sublet
2.11 Quiet enjoyment
2.12 Lessor access to Leased premises
2.13 Lessor provides equivalent premises

ARTICLE III - LESSOR OBLIGATIONS

3.1 Lessor obligations
3.2 Asbestos
3.3 Toxic, hazardous, injurious substances
3.4 Defense against claims
3.5 Commence remodeling or construction
3.6 Complete remodeling or construction
3.7 Standards and specifications
3.8 Contract change orders
3.9 Remodeling required by future law
3.10 Damage to Leased premises
3.11 First right of refusal for adjacent
3.12 Discrimination prohibited
3.13 Structural loading
3.14 Notice of Ownership Transfer
3.15 Year 2000
3.16 Time Extension
3.17 Public Notifications
3.18 Energy Efficiency

ARTICLE IV - LESSEE OBLIGATIONS, DUTIES, AND OPTIONS

4.1 Lessee obligations
4.2 Notification to maintain and repair
4.3 Lessee option to add/remove improvements
4.4 Quality of improvements by Lessee
4.5 Move-out condition
4.6 Payment for sign ordinance variances
4.7 Lessee repairs for damage
4.8 Recording of lease
4.9 Protection of Leased premises by Lessee
4.10 Lessee prohibited conduct

ARTICLE V - RENT CONSIDERATION

5.1 Frequency of rent payment
5.2 Late possession - no rent
5.3 Rent during initial term
5.4 Mid Term Rent Increase
5.5 Rent during 1st renewal option
5.6 Consumer Price Index increases
5.7 Rent adjustment for operating expenses
5.8 Rent adjustment for real property taxes
5.9 Real property tax exemptions
5.10 Real property tax assessment appeals
5.11 Waiver of rent adjustments
5.12 Remodeling/get-ready costs
5.13 Reserved
5.14 Reserved
5.15 Remodeling/maintenance costs deduct
5.16 Rent reduced for documentation
5.17 Rent abated for untenantable premises
5.18 Prepaid rent refunded upon damage

ARTICLE VI - STATE OPTION TO PURCHASE

6.1 Definition of seller
6.2 Exclusive right to purchase
6.3 Duration of option
6.4 Written notice
6.5 Purchase price
6.6 Appraiser qualifications
6.7 Payment of appraisals
6.8 Encumbrances considered
6.9 Delivery of title insurance
6.10 Objection to title and cure
6.11 Restrictions, termination of option
6.12 Removal of title defects
6.13 Transfer of title free and clear
6.14 Lessee delivery of purchase price payment
6.15 Title free of other possessory interest
6.16 Seller payment for transfer tax
6.17 Payment for recording documents
6.18 Real Property Tax Adjustment
6.19 Waste to Leased premises
6.20 Reserved
6.21 Toxic, hazardous, or injurious substances

ARTICLE VII - EMINENT DOMAIN/CONDEMNATION

7.1 Lessor to notify Lessee
7.2 Whole taking, rents prorated
7.3 Taking
7.4 Lessor option to terminate
7.5 Award of damages

ARTICLE VIII - ESTOPPEL

8.1 Timeliness, Lessee obligations

ARTICLE IX MANAGEMENT AGREEMENT

Reserved

ARTICLE X - LESSOR'S MORTGAGEE

10.1 Identification of Lessor's mortgagee
10.2 Disclosure of mortgagees, nondisturbance
10.3 Mortgagee right to cure defaults
10.4 Attornment

ARTICLE XI - CANCELLATION

11.1 Cancellation by Lessee
11.2 Cancellation by Lessee
11.3 Cancellation by Lessee
11.4 Cancellation by Lessor

ARTICLE XII - NOTICE, APPLICATION, AND APPROVALS

12.1 Notice mailing addresses and delivery
12.2 Application of laws
12.3 Binding application
12.4 State government approvals required
12.5 Supercede and cancellation
12.6 Severability
12.7 Entire agreement and enclosures
12.8 Electronic Funds Transfer

LEASE

State Lease #**12262-2023**

between

BARAGA COUNTY, as Lessor
A Local Unit of Michigan Government

and

THE STATE OF MICHIGAN, as Lessee

THIS LEASE is entered into by **Baraga County**, as Lessor, whose address is **2. S Main Street, L'Anse, MI 49946**, and the State of Michigan by and between the Department of Technology, Management & Budget, as Lessee.

The parties, for the considerations specified in this Lease, agree to the following terms, conditions, and covenants:

ARTICLE I - DEFINITIONS

1.1 - A.N.S.I.: American National Standards Institute, Inc., a New York corporation that identifies public requirements for national standards and coordinates voluntary standardization activities. A.N.S.I. standards are used in calculating square footage used in this Lease.

1.2 - Cancellation: Ending all rights and obligations of the Lessor and Lessee, except for any rights and obligations that are due and owing.

1.3 - Construction: Assembling of foundation, structural, architectural, electrical, and mechanical systems, on the Leased premises, where none existed prior.

1.4 - Executive: An Executive Order of the Governor pursuant to the Constitution 1963, Article 5, § 2 and 20, or a decision by the Director of the Department of Technology, Management & Budget in conjunction with the head of the principal State department or agency for whose use the Lease was entered.

1.5 - Maintenance: That effort, including repair, replacement, or removal, required to keep the Leased premises and the appearance of said Leased premises functioning or operating as originally designed, constructed, or installed, including but not limited to mechanical, electrical, architectural, or civil systems within the Leased premises, outside the Leased premises, or those systems otherwise attached thereto.

1.6 - Occupancy: Actual physical presence by the Lessee in the Leased premises.

1.7 - Reserved

1.8 - Possession: Lawful availability and physical access to install the Lessee's furnishings and compliance with paragraphs 3.1(z) and 3.7.

1.9 - Potable water: Water free from impurities present in amounts sufficient to cause disease or harmful physiological effects and conforming in its bacteriological and chemical quality to the requirements of the Public Health Service Drinking Water Standards or the regulations of the public health authority having jurisdiction.

1.10 - Purpose: The purpose for this Lease is **office** space use for the department or agency mentioned in the Lease in the specific geographic location described in paragraph 2.2 of the Lease.

1.11 - Remodel: Includes alterations, renovations, and any related demolition, and is the rearranging of existing architectural, civil, electrical, and/or mechanical systems within the Leased premises. Remodeling does not include enlarging or decreasing of structural or foundation systems, or new construction.

1.12 - State Government Managed: Property management tasks and responsibilities provided or contracted for and managed by a) the State of Michigan; b) any of the several departments, boards, commissions, offices, or agencies of the executive, legislative or judicial branches of state government; c) any institution of higher learning funded in whole or in part by the State of Michigan; or d) any entity created by act of the Legislature as an instrumentality of Michigan State government.

1.13 - State Government Owned: Real property fee title to which is held by a) the State of Michigan; b) any of the several departments, boards, commissions, offices, or agencies of the executive, legislative or judicial branches of state government; c) the State Building Authority; d) any institution of higher learning funded in whole or in part by the State of Michigan; or e) any entity created by act of the Legislature as an instrumentality of Michigan State government.

1.14 - Substantial Completion: The construction work has been completed in accordance with Enclosure C and C-1, to the extent that the Lessee can use or occupy the Leased premises for the use intended, without any outstanding or concurrent work remaining, except as required to complete minor punch list items. The Lessee has the sole discretion to determine whether punch list items are "minor". Prerequisites for substantial completion include (a) receipt by the Lessee of all required operating and maintenance documentation, (b) all systems have been successfully tested and demonstrated by the Lessor for their intended use, and (c) the Lessee has received all required certifications and/or occupancy approvals from the State and any other political subdivisions having jurisdiction over the work. Receipt of all certificates and/or occupancy approvals in and of itself does not necessarily connote substantial completion.

1.15 -Tenantable: Habitable for the effective conduct of the Lessee's intended business.

1.16 -Tenant Improvements: Remodeling, attachment of fixtures, erection of additions, partitions, structures or signs by the Lessee in and upon the Leased premises after the Lessee has acquired possession.

ARTICLE II - POSSESSION

2.1 - The Lessor leases to the Lessee **160 usable** square feet of space, referred to as the "Leased premises", which is outlined on a plan attached as Enclosure "A". This square footage is based upon the A.N.S.I. Z65.1 - 1996 method for calculating space.

2.2 - The Leased premises, located on the property described in Enclosure "B" also known as **2 S. Main Street**, in the **City** of **L'Anse**, County of **Baraga**, State of Michigan.

2.3 - If the Leased premises are available for possession by the Lessee prior to the commencement of the term defined in paragraph 2.4, the Lessee, at its sole option, may possess the Leased premises when the same are available. The Lessor shall provide written notice to the Lessee of such availability. For each day of possession prior to commencement of such term, the Lessee shall pay to the Lessor, at the same time that rent consideration for the first month of the regular term of the Lease is due, 1/365 of the initial annual rent consideration set forth in Article V.

2.4 - The Lessor shall furnish the Leased premises with their appurtenances to the Lessee for a **five-year** initial term of possession beginning upon actual possession or at 12:01 a.m. on **March 1, 2023**, and ending at 11:59 p.m. on **February 28, 2028**, or such later date as provided in paragraph 3.6. If the Leased premises are not ready by the possession date, the beginning and ending dates may be altered by mutual written consent to reflect the correct possession date. If the initial possession date is changed, paragraphs 2.5, 2.6, and Article V shall also be changed accordingly.

2.5 – Deleted, Not Applicable

2.6 – Deleted, Not Applicable

2.7 - Deleted, Not Applicable

2.8 - Deleted, Not Applicable

2.9 - The Lessee may, upon written notice to the Lessor, at least thirty (30) days prior to termination of this Lease or any extension, remain in possession of the Leased premises for the period specified in the notice, not to exceed six (6) months. The Lessee shall pay the Lessor for each month or part of a month a sum equal to 1/12 of the annual rent consideration set forth in Article V.

2.10 - The Lessee may assign this Lease or may sublet the Leased premises in whole or in part, with prior written consent of the Lessor, which shall not be unreasonably withheld. The Lessee, through its Department of Technology, Management & Budget may assign or reassign any or all of the Leased premises to any branch, department, board, agency, commission or other instrumentality of State government without the necessity of obtaining consent of the Lessor.

2.11 - The Lessee, upon payment of the rental consideration specified in Article V and upon performing all covenants, shall and may peacefully and quietly have, hold, and enjoy the Leased premises for the term of this Lease or any extension. The Lessor shall provide written notice to the Lessee and the DTMB-Real Estate Division, per the notification instructions in paragraph 12.1, at least fourteen (14) calendar days prior to the start of any significant construction work/maintenance task to be completed by the Lessor or a third party on behalf of the Lessor in or at the Leased premises.

2.12 - The Lessor or Lessor's agent may enter the Leased premises with reasonable advance notice for the purpose of conducting repairs, preventive maintenance, or providing replacements, as required under Article III.

2.13 - If for any reason relating to ownership of the Leased premises the Lessor is unable to lawfully put and maintain the Lessee in possession of the Leased premises as of the commencement of the term of this Lease or any proper extension thereof, the Lessor shall immediately secure other premises which in the Lessee's sole judgment is substantially equivalent to the Leased premises

described herein, at a rental rate to the Lessee which shall not exceed the rental consideration in this Lease.

ARTICLE III - LESSOR OBLIGATIONS

3.1 - The Lessor shall furnish to the Lessee and pay the cost of the following:

a) Heating, mechanical ventilating, cooling, and humidification system capable of providing a temperature range of 68°F to 78°F, measured at 30" above the finished floor, and 12" inside any exterior wall, and a humidification range of 30% to 50%, at all times occupied. Ventilation in restrooms shall be a minimum of 100 cfm, exhausted to the outdoors.

b) Electrical power distribution system throughout the Leased premises, for the operation of all business machinery and equipment.

c) Natural and/or artificial interior illumination that provides a minimum **50** foot-candles (fc) (excluding task lighting), measured at desk level, at all times, throughout the Leased premises. While artificial illumination by Light-emitting Diodes (LED) is preferred, artificial illumination by incandescent or fluorescent lamps is acceptable. Artificial illumination shall include tubes, bulbs, starters, ballasts, fuses, drivers and all other components used inside the illumination fixture, and the replacement thereof for the Leased premises and common areas. The State encourages light harvesting for energy efficiency whenever natural light can be utilized within the space.

d) Domestic plumbing system to restrooms and break rooms capable of supplying hot and cold water, and removing sanitary waste water. Hot water delivery shall be not more than 120°F and not less than 110°F, measured at the tap.

e) Potable water shall meet the requirement of the Safe Drinking Water Act, 1976 PA 399, as amended, MCL 325.1001 *et seq*.

f) Metered utility costs for electricity, natural gas, water, sewerage, steam, fuel oil, or coal.

g) Adequate roof, vertical, and foundation thermal insulation in accordance with applicable codes.

h) Complete moisture protection from all exterior weather sources, on all sides, floors, and roof of the Leased premises.

i) Sound attenuation between any mechanical system or other tenant in the premises and the Leased premises, which provides not greater than 45dbA sound level readings, under conditions with all Lessee business equipment shut down.

j) Vibration isolation between any mechanical, plumbing, electrical, or other building system attached to and a part of the Leased premises.

k) Any equipment, portable or fixed, including alarm notification systems and monitoring, required by the local public fire marshal authority.

l) Commercial grade, heavy-duty locking hardware.

m) Pest control, including but not limited to: insects, rodents, flying animals, etc. Spraying must be performed after business hours or on weekends.

n) Trash removal from office wastebaskets, dumpsters, or equivalent containers.

o) Exterior grounds maintenance, including grass and weed cutting, clippings removal, leaf raking, litter removal, sidewalk surface and parking lot surface maintenance, de-icing, and snow removal. Snow removal is required anytime the accumulated depth is 2" or more, 24 hours after the most recent snowfall, and there shall be a clear path from the handicapper motor vehicle parking spaces to the barrier free entrances.

p) Janitorial supplies, equipment, personnel, and supervision to provide cleaning services as described in Enclosure **"F"**.

In the event the janitorial service provided by the Lessor is not satisfactory to a reasonable industry standard, the Lessee may provide janitorial service as described above and the Lessee's rent will then be reduced by the actual cost plus a 15% administrative fee per occurrence.

q) Paved, striped, illuminated, and common motor vehicle parking on the Leased premises, for **one** motor vehicles, including overnight parking for state-owned motor vehicles.

r) Leased premises shall comply with the barrier free design requirements of 1966 PA 1, as amended, MCL 125.1351 *et seq.* (Utilization of Public Facilities by Physically Limited).

s) Complete maintenance of the Leased premises, except for any obligations expressly undertaken by the Lessee set forth in Article IV. The Lessor shall keep the Leased premises in good repair, and able to perform and operate as designed, free from dangerous or defective conditions, and in tenantable condition, and at the Lessor's sole expense, properly and in a manner customarily accepted by the skilled trades, make all repairs and/or replacements, structural or nonstructural, of whatever nature. This does not include the foreseeable replacement of the carpet throughout the Leased premises. The Lessor and Lessee mutually agree, as stated in paragraph 3.1 (cc), with regards to future carpet installation. The Lessor shall provide inspections and preventive maintenance for heating and cooling systems in accordance with manufacturers' standards and any local codes or ordinances. The Lessor shall have a reasonable period of time, not to exceed thirty (30) days after receipt of a detailed written notice from the Lessee, to cure any maintenance defect. Additional time to cure any such maintenance defects may be allowed provided, in the Lessee's discretion, the Lessor proceeds with due diligence both during and after such thirty (30) day period, and the total time period to cure does not exceed ninety (90) days. This provision is cross referenced in paragraphs 4.2, 5.15, 5.17, and 11.3.

t) A listing of all important service or repair contractors to be contacted by telephone by the Lessee for emergency service or maintenance. These emergency telephone numbers shall be used by the Lessee only after attempting contact with the Lessor, given the scope and nature of the emergency. The Lessor shall maintain an updated or otherwise current listing. Lessor's failure to provide the emergency telephone numbers or to notify the Lessee of changes to the current listing shall be considered as authorization for the Lessee to contact an emergency service or maintenance contractor of choice.

u) Full replacement value insurance, for the Leased premises identified in paragraphs 2.1 and 2.2, having only standard exclusions, i.e. for acts of war, nuclear disaster, or civil riots.

v) General premises liability insurance for the Leased premises identified in paragraphs 2.1 and 2.2, which provides full coverage for the Lessor, the Lessee, and their respective agents and employees and which protects against all claims, demands, actions, suits, or causes of action, and

judgments, settlements or recoveries, for bodily injury or property damage arising out of a condition of the Leased premises. The Lessor agrees to maintain minimum policy limits in the amount of $500,000.00 per occurrence for property damage, and $1,000,000.00 per occurrence for bodily injury, with a $2,000,000.00 aggregate. The Lessor shall provide to the Lessee a certificate of insurance listing the Lessee, its several departments, boards, agencies, commissions, officers, and employees as additional insureds, within thirty (30) calendar days following execution and delivery of this Lease to the Lessor, and every year thereafter. The insurance policy shall provide that it may not be modified, cancelled, or allowed to expire without thirty (30) days prior written notice given to the Lessee.

w) A legible photocopy of all annual written inspections, submitted within thirty (30) days of completion, certifying the fire alarm, fire extinguishers, emergency exit lighting, and fire sprinkler system (as applicable) are in proper working condition.

The Lessor shall provide and install, laminated evacuation signage, which shall be a minimum size of 8.5 inches by 11 inches, printed with a white background. Signage shall be placed a minimum of 48 inches from the floor surface to a maximum of 60 inches above the floor surface with a minimum clear floor space of 18 inches by 18 inches. Signage shall be in common areas, to include elevator lobbies, conference rooms, restrooms, breakrooms, and cafeterias. The Lessor shall update evacuation maps at minimum, every 3 years, and within 30 days of building changes that impact egress travel paths.

x) A legible photocopy of the recorded warranty deed, or other instrument conveying current legal possession or title, with right to lease or sublease the Leased premises, as found in paragraphs 2.1 and 2.2, to the Lessor; and copies of all other documents limiting or restricting the use of the Leased premises or affecting title to the lands and Leased premises.

y) A legible photocopy of the current legal entity documents (corporation, partnership, trust, D.B.A., etc.) of the Lessor. This shall include signature authorizations indicating the signatory of this Lease is authorized to act on behalf of the legal entity, in this real estate transaction.

z) A legible photocopy of any certificates of occupancy, as approved by the local public building department or authority, if remodeling or construction is performed in paragraph 3.7.

aa) Deleted, Not Applicable

bb) Adequate and easily accessible indoor space in the vicinity of any shipping and receiving docks, areas, or platforms, for the purpose of the placement of holding containers for state-government recyclable materials and supplies, in accordance with 1994 PA 451, as amended, MCL 324.16501 *et seq.*

cc) Deleted, Not Applicable

dd) Signage located at all areas of ingress, egress and other conspicuous areas clearly designating "No Smoking" and/or the international "no smoking" symbol in sufficient number to communicate that smoking within the Leased premises is prohibited. If the Leased premises includes both enclosed and unenclosed space, this signage must be located at comparable areas of any enclosed space.

ee) A designated smoking area located outside of the Leased premises at a sufficient distance from windows and ventilation systems to ensure that smoke does not enter the Leased premises; a sufficient number of receptacles specifically designed for smoking related trash to accommodate all smokers who work and conduct business in the Leased premises; and disposal of smoking related

trash. If the Leased premises includes both enclosed and unenclosed space, the smoking area must be located outside any enclosed space at a sufficient distance from windows and ventilation systems to ensure that smoke does not enter the enclosed space.

3.2 - The Lessor warrants that any asbestos contained within the Leased premises has been removed prior to the Lessee taking possession; or if not removed, is present or installed in a manner that will not harm or injure human occupants. The parties agree that the Lessee assumes no liability or responsibility for the presence of asbestos in or on the Leased premises.

3.3 - a) The Lessor covenants that he/she has undertaken an environmental assessment of the Leased premises, satisfactory to and for the benefit of the Lessee, that is adequate to establish the liability exemptions and defenses available in Sections 20126(1)(c) and 20126(3)(h) of the Natural Resources and Environmental Protection Act (NREPA), MCL 324.20126(1)(c) and 324.20126(3)(h) and Section 107(b)(3) of the Comprehensive Environmental Response Compensation Liability Act, 42 USC 9607(b)(3), and that the Leased premises, and property on which the Leased premises is located, do not contain a concentration of any hazardous substance above applicable criteria.

b) The Lessor covenants that in the event a release or the threat of a release of a hazardous substance is discovered after execution of the Lease, to exist on, in or below the Leased premises, the Lessor shall:

1) Promptly notify both the State, as the Lessee, and the Michigan Department of Environment, Great Lakes, and Energy (EGLE) of the release or threatened release.

2) Report, investigate, remediate, and take all other actions consistent with Federal, State and local laws and regulations including, without limitation, Part 201 of the Natural Resources and Environmental Protection Act (NREPA), MCL 324.20101, *et seq*.

3) Inform the Lessee, EGLE, and all other parties required to be notified under Federal, State or local law, of all actions taken under (2) above.

4) Provide the Lessee, EGLE, and all other parties required to be notified under Federal, State or local law, with all reports, data, analyses and other documents and information related in any way to the investigation, remediation or other steps taken under (2) above.

c) The Lessor, except as otherwise provided herein, agrees to hold the Lessee harmless and to indemnify the Lessee for any claims brought against the Lessee related to asbestos or the release or threatened release of any hazardous substance on, in or below the Leased premises that may have occurred prior to or after the Lessee's occupancy of the Leased premises. This indemnification and hold harmless provision shall survive the termination of the leasehold interest and the sale of the Leased premises by the Lessor.

d) The Lessor agrees to take no administrative or judicial action against the Lessee including, without limitation, any action for damages, contribution, cost recovery, or injunctive relief to compel the Lessee to investigate or take remedial action, declaratory relief, or any action associated with the Lessor's obligations to comply with Federal, State or local law as a result of asbestos or the release or threat of release of any hazardous substance on, in or below the Leased premises, except if the release or threatened release is caused solely by the Lessee.

e) The Lessor and Lessee mutually agree that they shall not release on, in, or below the Leased premises any hazardous substance. The Lessee assumes responsibility, to the extent provided by law,

for a release or threatened release of a hazardous substance caused by the Lessee. The Lessor need not indemnify or defend the Lessee if the release or threatened release is caused solely by the Lessee.

3.4 - The Lessor is responsible for defending the Lessee against any claim whether meritorious or frivolous, by any person challenging the Lessor's right to Lease the Leased premises, and shall at its sole expense satisfy any judgment against the Lessee.

3.5 – Deleted, Not Applicable

3.6 – Deleted, Not Applicable

3.7 – Deleted, Not Applicable

3.8 - During the remodeling or construction of the Leased premises, either party may request remodeling or construction changes, for the purposes of economizing, or Lessee program changes, subject to the execution of a contract change order (CCO), whereby the Lessor and Lessee acknowledge and agree that all contractors and service providers listed therein will be hired by and working for the Lessor, not by or for the State of Michigan and that the State of Michigan shall not indemnify any party in connection with any liability arising from said CCO. The Lessor shall submit a complete description and itemized cost estimate for prior written approval to the Real Estate Division of the Department of Technology, Management & Budget, prior to performing the work required by the requested change. If the changes, and any resulting cost differences, are mutually agreed upon in writing by the Lessor, Lessee, and Real Estate Division, the Lessee shall make a lump-sum payment with, or lump-sum deduction from, the first month's rental consideration due the Lessor. Failure to include in the complete itemized cost estimate any cost directly or indirectly incurred as a result of the change constitutes Lessor's waiver of entitlement to such costs, except in the event that the Lessor or Lessor's contractor provides a detailed reservation of its right to additional costs which cannot be reasonably calculated as of the date the cost estimate is submitted.

3.9 - Remodeling of the Leased premises required by any existing or future laws, ordinances, or regulations of the city, village, township, county, state, or federal government, or other public building authority, shall be made by the Lessor, at no expense to the Lessee.

3.10 - In the event that less than ten percent (10%) of the replacement value of the Leased premises are damaged or destroyed by any casualty insured under the Lessor's insurance policy, the Lessor shall at its own expense, as speedily as circumstances permit, repair said damage and restore the Leased premises to its prior condition, within thirty (30) days notice after the damage or destruction. In the event that between ten percent (10%) and fifty percent (50%) of the replacement value of the Leased premises are damaged or destroyed by any casualty insured under the Lessor's insurance policy, the Lessor shall at its own expense, as speedily as circumstances permit, repair said damage and restore the Leased premises to its prior condition, within ninety (90) days notice after the damage or destruction. In the event that more than fifty percent (50%) of the replacement value of the Leased premises are damaged or destroyed by any casualty insured under the Lessor's insurance policy, the Lessor shall have the option of repairing or reconstructing, or canceling this Lease, which option shall be exercised within ninety (90) days after the damage or destruction. This covenant is cross referenced in Articles IV, V and XI.

3.11 – Deleted, Not Applicable

3.12 - The Lessor shall comply with the Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 et seq, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 et seq, and all other federal, state and local fair employment practices and

equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this real estate contract, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Lessor agrees to include in every subcontract entered into for the performance of this real estate contract this covenant not to discriminate in employment. A breach of this covenant is a material breach of this real estate contract. This covenant is cross referenced in Article XI.

3.13 - The Lessor shall have the right to specify positioning of safes or other concentrated loads, that do not exceed the structural loading capacities, in the floor design layout.

3.14 - The Lessor shall, within forty-five (45) days after transfer of its ownership interest in the Leased premises, provide notice to the Lessee of said transfer and identify the new owner.

3.15 – Deleted, Not Applicable

3.16 - Time extension requests must be submitted in writing to Lessee each month in which the Lessor believes he/she is entitled to more time. Such requests shall detail the length of time extension requested and indicate why the Lessor believes more time is warranted. Lessee will respond to such requests and may extend the timeframe allowed for substantial completion. If no time extension is requested in writing, it will be assumed that no additional time is needed and no timeframe extension will be allowed for that month.

3.17 - The Lessor shall permit the Lessee to display public notifications of applicable public meetings as required by 1976 PA 267, as amended, MCL 15.261 *et seq.*, in public lobby areas of the building wherein the Leased premises are located, in a manner consistent with the decor of the public lobby areas. Any display cases or other means used to display such public notifications shall be at the Lessee's expense.

3.18 - Lessee requires that all newly constructed buildings leased by the State of Michigan shall be designed and constructed in accordance with the Leadership in Energy and Environmental Design (LEED) Green Building Rating System developed by the United States Green Building Council and complies with Energy Star® designation.

ARTICLE IV - LESSEE OBLIGATIONS, DUTIES, and OPTIONS

4.1 - The Lessee shall furnish:

a) Deleted, Not Applicable

b) Deleted, Not Applicable

c) Deleted, Not Applicable

d) Deleted, Not Applicable

e) Deleted, Not Applicable

f) Deleted, Not Applicable

g) Telecommunications system and equipment.

h) Intrusion alarm system monitoring.

i) Reimbursement to the Lessor, for any repairs to the Leased premises, from damage that exceeds the normal wear and tear expected from the lawful and proper use of the Leased premises, and the sole cause of which was the negligent acts or omissions of the Lessee's employees, agents, wards, clients, or customers.

j) Deleted, Not Applicable

k) Deleted, Not Applicable

4.2 - The Lessee shall give detailed written notice to the Lessor, and if applicable, to the Lessor's mortgagee, of the need for any maintenance which is the obligation of the Lessor pursuant to Article III. This provision is cross referenced in paragraphs 3.1(s), 5.15, and 5.17.

4.3 - a) The Lessee shall have the option to add tenant improvements to the Leased premises during this Lease or any extension at the Lessee's expense. The tenant improvements to the Leased premises shall be and remain the property of the Lessee, and may be removed by the Lessee prior to cancellation or termination of this Lease. In the event the Lessee exercises its option to remove any tenant improvements to the Leased premises under this paragraph upon cancellation or termination of this Lease, the Lessee shall restore or otherwise return the Leased premises to the Lessor in an "as found" condition, except for normal wear and tear, unless otherwise agreed upon in writing.

b) In the event the Lessee removes any fixtures, finishes, additions, or structures owned by the Lessor, placed in or attached to the Leased premises, upon termination or cancellation of this Lease, the Lessee shall restore or otherwise return the Leased premises to the Lessor in an "as found" condition, except for normal wear and tear, unless otherwise agreed upon in writing.

4.4 - All tenant improvements by the Lessee, made pursuant to paragraph 4.3, shall be performed in a manner customarily accepted by the skilled trades, and in accordance with all federal, state, and local rules, ordinances, laws, codes, or nationally recognized standards of good construction practice.

4.5 - Upon cancellation or termination of this Lease, the Lessee shall clean the Leased premises to "broom-clean condition", and shall remove all furnishings from the Leased premises. Furnishings remaining in or on the Leased premises after the cancellation or termination effective date shall be considered abandoned property, and the Lessee shall be obligated to pay the Lessor for all reasonable removal costs.

4.6 - The Lessee shall be responsible to request and obtain any local government sign ordinance variances and the payment of any related fees.

4.7 - In the event the Lessor fails to proceed with repairs necessitated by damage or destruction that is fifty percent (50%) or less, as referenced in paragraph 3.10, the Lessee may proceed, after affording insurance surveyors or adjusters opportunity to inspect the damages, with repairs for the account of and at the expense of the Lessor.

4.8 - If the Lessee records this Lease with the county register of deeds, the Lessee shall record a discharge or notice of cancellation or termination of Lease within thirty (30) days after the cancellation

or termination of this Lease is effective. The discharge from the public record shall include any recorded amendments to this Lease.

4.9 - The Lessee shall close all open windows, skylights, doors, or other exterior openings to the Leased premises, within the control of the Lessee, to avoid possible damage from fire, storms, rain, or freezing, when leaving the Leased premises at the close of the business day, or prior to any times when the Leased premises shall be unoccupied.

4.10 - The Lessee shall not permit:

a) Bicycles, mopeds, or other vehicles used for personal transportation, to be stored within the Leased premises or other common areas, unless otherwise specifically authorized elsewhere in this Lease, or agreed upon in writing with the Lessor.

b) Any items to be attached to suspended acoustical ceiling grids.

c) Access to any roof or overhang structure, except as under emergencies to maintain the roof moisture barrier or any rooftop mechanical system affecting the Leased premises.

ARTICLE V - RENT CONSIDERATION

5.1 - Rent consideration installment payments shall be made during the month for which the installment applies.

5.2 - If the Leased premises are not ready for possession by the date established in paragraphs 2.4 and 3.6, the Lessee shall not be responsible for rent until taking possession, nor shall the Lessee waive any claims to damages which the Lessee may have suffered.

5.3 - The Lessee shall pay to the Lessor as annual rent consideration for the Leased premises from 12:01 a.m. **March 1, 2023**, through 11:59 p.m. **February 28, 2028**, at the rate of **Four Thousand Eight Hundred and 00**/100 dollars (**$4,800.00**) per year, payable in installments of **Four Hundred and 00**/100 dollars (**$400.00**) per month.

5.4 – Deleted, Not Applicable

5.5 – Deleted, Not Applicable

5.6 - Deleted, Not Applicable

5.7 - Deleted, Not Applicable

5.8 - Deleted, Not Applicable

5.9 - Deleted, Not Applicable

5.10 – Deleted, Not Applicable

5.11 - Deleted, Not Applicable

5.12 – Deleted, Not Applicable

5.13 - Reserved

5.14 - Reserved

5.15 - If the Lessor fails to provide maintenance or complete the remodeling or construction, as referenced in Article III, the Lessee may provide the required maintenance, or complete the required remodeling or construction, and deduct the costs from future rent consideration payments due the Lessor.

5.16 - If the Lessor fails to provide supporting documentation or warranties, as required by Article III, fifteen percent (15%) of the monthly rent consideration shall be held by the Lessee, until the required documentation is provided to the Lessee.

5.17 - The Lessee shall be entitled to an abatement of rent consideration for the period during which the Leased premises are rendered untenantable or incapable of the use for which the premises were leased as described in paragraph 1.10. In the event that only a part of the Leased premises are untenantable or incapable of such use, the rent shall be reduced in proportion to the entire area rented by the Lessee. This covenant is cross referenced in Articles III, IV and XI.

5.18 - Any rent consideration prepaid in advance to the Lessor, shall, upon damage or destruction as identified in paragraph 3.10, be repaid by the Lessor to the Lessee, within thirty (30) days of cancellation.

ARTICLE VI – Deleted, Not Applicable

ARTICLE VII - EMINENT DOMAIN/CONDEMNATION

7.1 - The Lessor shall notify the Lessee within ten (10) days of the commencement of eminent domain/condemnation proceedings against the Leased premises described in paragraphs 2.1 and 2.2 by a public agency authorized by law to condemn property. The Lessor shall timely notify the Lessee of the Lessor's intent to contest eminent domain/condemnation proceedings. The Lessor shall notify the Lessee within ten (10) days of acquisition by eminent domain/condemnation of the Leased premises described in paragraphs 2.1 and 2.2 by a public agency.

7.2 - If a total taking of the Leased premises by any public authority under the power of eminent domain/condemnation occurs, then the term of this Lease shall cease as of the day of possession and the rent shall be paid up to that day with a proportionate refund by the Lessor of such rent as may have been paid in advance for a period subsequent to the date of the taking. This covenant is cross referenced in Article XI.

7.3 - If a partial taking of the Leased premises by any public authority under eminent domain/condemnation occurs, the Lessee shall have the right either to terminate this Lease and declare same null and void, or, subject to the Lessor's right of termination as set forth below, to continue in possession of the remainder of the Leased premises, and shall notify the Lessor in writing within ten (10) days after such taking of the Lessee's intention. In the event the Lessee elects to remain in possession, all of the terms herein provided shall continue in effect, except that the fixed annual rental shall be reduced in proportion to the amount of the Leased premises taken and the Lessor shall, at its own cost and expense, make all the necessary repairs or alterations to the building, as originally installed by the Lessor, so as to constitute the remaining Leased premises a complete architectural unit.

7.4 - If more than fifty (50%) percent of the Leased premises are taken under the power of eminent domain/condemnation, the Lessor may, by written notice to the Lessee delivered on or before the date of surrendering possession to the public authority, terminate this Lease.

7.5 - All damages awarded for either a total or partial taking under the power of eminent domain/condemnation, of the Leased premises, including fee title, described in paragraphs 2.1 and 2.2 shall belong to and be the property of the Lessor, except damages awarded as compensation for diminution in value to the leasehold interest which shall belong to and be the property of the Lessee. The Lessee shall be entitled to all damages and costs flowing from its loss of the leasehold interest including, but not limited to, loss of the value of the remaining terms of the Lease, the economic value of the Lease, depreciation and cost of removal of the Lessee's supplies and fixtures, and relocation cost.

ARTICLE VIII - ESTOPPEL

8.1 - The Lessee shall, within fourteen (14) days of receipt of a request by the Lessor, pursuant to paragraph 12.1, certify, to the extent the Lessee believes the information to be true and deliver to the Lessor an executed estoppel certificate (Enclosure "D"). The Lessee's failure to deliver such statement shall be conclusive upon the Lessee that:

a) This Lease is in full force and effect without modification except as may be represented by the Lessor,

b) There are no uncured defaults in the Lessor's performance,

c) Not more than one (1) month's rent has been paid in advance.

ARTICLE IX - Reserved

ARTICLE X - LESSOR'S MORTGAGEE

10.1 - For purposes of this Article, the term "Lessor's mortgagee" means any party of record holding a mortgage or deed of trust on the Leased premises described in paragraphs 2.1 and 2.2, or any part thereof. The Lessor shall give the Lessee written notice that such party holds such lien or deed of trust, and written evidence of the date the mortgage or deed of trust was executed, together with notice of the address of Lessor's mortgagee. A lien held by a Lessor's mortgagee on the Leased premises, or any portion thereof, is herein referred to as a "Lessor's mortgage".

10.2 - Pursuant to paragraph 10.1, the Lessor has disclosed all mortgages or deeds of trust affecting the Leased premises set forth in paragraphs 2.1 and 2.2 which exist as of the execution date of this Lease. If a mortgage or deed of trust exists or existed, as of the execution date of the original Lease, the Lessor shall cause each mortgagee to execute in favor of the Lessee the Nondisturbance Agreement, attached as Enclosure "E", whereby said mortgagee agrees that it will not disturb the Lessee's tenancy in the event of foreclosure or other succession to the interest of the Lessor. Enclosure "E" shall be executed before this Lease becomes effective. Any mortgage is to be subordinate to this Lease, and any future amendment thereto unless specifically provided otherwise in writing.

10.3 - If the Leased premises are at any time during the term of this Lease subject to a Lessor's mortgage, then, whenever the Lessee gives notice to the Lessor alleging default by the Lessor in performance of any covenant or obligation under this Lease, the Lessee shall simultaneously give a copy of such notice to the Lessor's mortgagee (at the address of the Lessor's mortgagee provided

pursuant to paragraph 10.1). Lessor's mortgagee shall have the right (but not the obligation) to cure or remedy Lessor's default during the same time period that is permitted to the Lessor hereunder for the remedying or curing of such default. Lessee will accept such curative or remedial action taken by a Lessor's mortgagee with the same effect as if such action had been taken by the Lessor. Any claims for damages by the Lessee shall not be waived by the Lessor's mortgagee's corrective or remedial action.

10.4 - In the event that the Lessor's mortgagee of record (or any other party) shall acquire title to the Leased premises or shall succeed to the Lessor's interest in this Lease, whether through foreclosure of the Lessor's mortgage, conveyance in lieu of foreclosure, or otherwise (collectively, a "foreclosure"), the Lessor's mortgagee (or other such party) shall thereupon, and without the necessity of attornment or other act or agreement, be substituted as the Lessee's landlord under this Lease, and shall be subject to the obligations thereof. The rights acquired by the Lessor's mortgagee are subordinate to this Lease and all of the Lessee's rights under the Lease continue undisturbed.

ARTICLE XI - CANCELLATION

11.1 - This Lease may be cancelled by the Lessee during any period of possession if the Lessor is notified in writing at least **ninety** (**90**) days prior to the effective date of cancellation.

11.2 – Deleted, Not Applicable

11.3 - This Lease may be cancelled by the Lessee provided the Lessor is notified in writing at least thirty (30) days prior to the effective date of cancellation and any one of the following occur:

a) The Lessor or any subcontractor, manufacturer or supplier of the Lessor appears in the register compiled by the State of Michigan pursuant to 1980 PA 278, as amended, MCL 423.321 *et seq.* (Employers Engaging in Unfair Labor Practices Act).

b) The Lessor or any subcontractor, manufacturer or supplier of the Lessor is found guilty of discrimination, pursuant to 1976 PA 453, as amended, MCL 37.2101 *et seq.* (Elliott-Larsen Civil Rights Act); or 1976 PA 220, as amended, MCL 37.1101 *et seq.* (Persons with Disabilities Civil Rights Act). This covenant is cross referenced in Article III.

c) The Leased premises do not comply with the barrier free design requirements of 1966 PA 1, as amended, MCL 125.1351 *et seq.* (Utilization of Public Facilities by Physically Limited). This covenant is cross referenced in Article III.

d) The Leased premises are taken for a public purpose by eminent domain/condemnation proceedings by a governmental unit. This covenant is cross referenced in Article VII.

e) The Lessee's use of the Leased premises is in violation of local adopted ordinance, or recorded deed restrictions.

f) The Lessee acquires fee title to the Leased premises in paragraphs 2.1 and 2.2. This covenant is cross referenced in Article VI.

g) The Lessor fails to maintain the Leased premises in a tenantable condition, described in and subject to the notice provision in paragraph 3.1(s). The Lessee shall provide detailed written notice to the Lessor, of not less than thirty (30) days, to correct defaults.

h) The Lessor fails to repair or restore the Leased premises for damage specified in paragraph 3.10. This covenant is cross referenced in Articles III, IV, and V.

i) The Lessor fails to deliver the Leased premises, according to the plans, specifications, and timeframe for remodeling or construction, found in paragraph 3.6.

j) Damage or destruction, specified in paragraph 3.10, is so extensive as to constitute a total destruction of the Leased premises. This covenant is cross referenced in Articles III, IV and V.

11.4 - This Lease may be cancelled by the Lessor if the Lessee is notified in writing at least sixty (60) days prior to the effective date of cancellation and any one of the following occur:

a) Damage or destruction to the Leased premises exceeds fifty percent (50%) of the replacement value of the Leased premises, as referenced in paragraph 3.10. This covenant is cross referenced in Articles III, IV and V.

b) The Leased premises are taken by eminent domain/condemnation proceedings, as referenced in Article VII.

ARTICLE XII - NOTICE, APPLICATION, AND APPROVALS

12.1 - Any notice to Lessee required by this Lease shall be complete if submitted in writing and transmitted by personal delivery (with signed delivery receipt), or certified or registered mail return receipt request, or by a nationally recognized overnight delivery service. Unless either party notifies the other in writing of a different mailing address, notice to the Lessor and/or Lessee shall be transmitted to:

Lessor	**Lessee**
Baraga County	Director, DTMB Real Estate Division
Attn: Wendy Goodreau	3111 W. St. Joseph Street
2 S. Main Street	Lansing, MI 48917
L'Anse, MI 49946	E-mail: dtmb-realestate@michigan.gov
E-mail: goodreauw@baragacounty.org	
Telephone: 906-524-9301	

The notice shall be deemed effective as of Noon, Eastern Time on either (i) the third business day following the date of mailing, if transmitted by mail or (ii) the date on which the noticed party receives or refuses receipt of the notice, if transmitted by personal delivery, or a nationally recognized overnight delivery service. Business day is defined as any day other than a Saturday, Sunday, legal holiday, or day preceding a legal holiday. A receipt from a U.S. Postal Service, or successor agency, performing such function shall be conclusive evidence of the date of mailing.

12.2 - This Lease shall be interpreted in accordance with the laws of the State of Michigan.

12.3 - This Lease shall be binding upon and to the benefit of the heirs, executors, administrators, and assigns of the Lessor; and upon and to the benefit of the assignees and sublessees of the Lessee.

12.4 - This Lease shall not be binding or effective on either party until approved (and notarized as necessary) by the Lessor, Lessee, Department of the Attorney General, Department of Technology, Management & Budget, Building Committee of the State Administrative Board, and the State Administrative Board. If this Lease or any subsequent amendments to it fall within the requirements of 1984 PA 431, as amended, MCL 18.1101 *et seq.* (Management and Budget Act), this Lease and any subsequent amendments to it shall also require approval of the Joint Capital Outlay Subcommittee of the Legislature.

12.5 – Deleted, Not Applicable

12.6 - Should any provision of this Lease or any addenda thereto be found to be illegal or otherwise unenforceable by a court of law, such provision shall be severed from the remainder of the Lease, and such action shall not affect the enforceability of the remaining provisions of the Lease.

12.7 - This Lease, with all enclosures and attachments as listed below, constitutes the entire agreement between the parties with regard to this transaction and may be amended only in writing and executed in the same manner as this Lease was originally executed, as under paragraph 12.4.

12.8 - Electronic Funds Transfer (EFT): Public Act 533 of 2004 requires that payments under this Lease be processed by electronic funds transfer (EFT). Lessor is required to register to receive payments by EFT at the SIGMA Vendor Self Service website (www.michigan.gov/sigmavss) or by calling (888) 734-9749.

****

Enclosure "A" - **1** page, floor plan

Enclosure "B" - **2** pages, legal description

Enclosure "C" - **Deleted, Not Applicable**

Enclosure "C-1" - **Deleted, Not Applicable**

Enclosure "D" - 1 page, Estoppel Certificate

Enclosure "E" - 2 pages, Nondisturbance Agreement

Enclosure "F" - Deleted, Not Applicable

IN WITNESS WHEREOF, the parties to this Lease subscribe their names on the date set forth below:

Lessor: Baraga County

_____Date:_____
Signature

Print Name:
Title:

State of Michigan, County of _____.

The foregoing instrument was acknowledged before me on this _____ day of _____,

20 , by _____,
Type or print name(s) of person(s) signing this document

the _____ of _____,

a _____, corporation, on behalf of the corporation.

_____, Notary Public in the County of _____.

Acting in the County of _____, State of Michigan.

My commission expires _____.

IN WITNESS WHEREOF, the parties to this Lease subscribe their names on the date set forth below:

Lessee: Department of Technology, Management & Budget

_____Date:_____
Signature

Print Name:
Title:

IN WITNESS WHEREOF, the parties to this Lease subscribe their names on the date set forth below:

Lessee:

_____Date:_____
Signature

Michael A. Turnquist
Senior Deputy Director
State Facilities Administration, DTMB

State of Michigan, County of _____

The foregoing instrument was acknowledged before me on this _____ day of _____, 20_____, by Michael A. Turnquist, Senior Deputy Director for the Michigan Department of Technology, Management & Budget, State Facilities Administration

_____, Notary Public in the County of _____.

Acting in the County of _____, State of Michigan.

My commission expires _____.

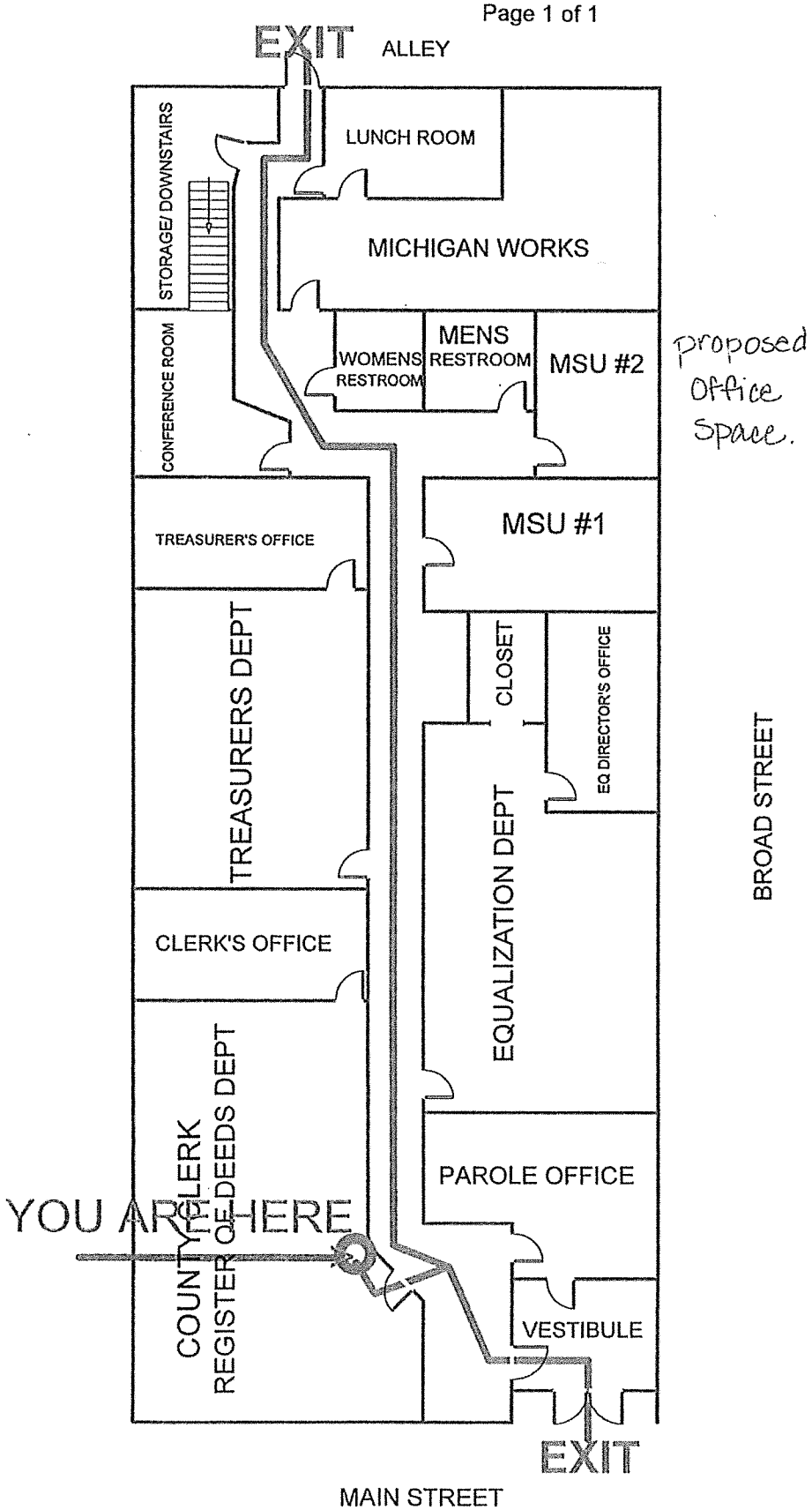
This Lease has been approved as to legal form by the Michigan Attorney General _____

This Lease was approved by the Michigan State Administrative Board on

Item #

Form Updated: 11-13-2020

Enclosure"A" to Lease #12262-2023,
by and between Baraga County, as Lessor, and
The State of Michigan, by and for the Department
of Technology, Management & Budget, as Lessee.



Space consists of 160 square feet of office space on the first floor (as indicated on the drawing), located at 2 S. Main Stree, L'Anse, MI (Baraga County)

© Starcap Marketing, LLC. dba Apex Software

OFFICE OF COUNTY TREASURER
Date 9/20/12

I HEREBY CERTIFY, That there are no Tax Liens or Titles held by the State or any individual against the within description and all taxes on same are paid for five (5) years previous to the date of this instrument as appears by the records in my office. This certificate does not apply on taxes, if any, now in process of collection.

County Treasurer
Baraga County Michigan

Wendy Goodreau
Register of Deeds
BARAGA COUNTY

Page 1 of 2

September 20 2012 1:05
KAF
Recording Fees: $18.00
KAF
GR 20121368

WARRANTY DEED

On September 20, 2012, **Brown/Hendricks, L.L.C., a Michigan Limited Liability Company,** of 13446 Sunset Drive, L'Anse, MI 49946 (Grantor) conveys and warrants to Baraga County, a local unit of Michigan Government, of 16 N. 3rd St., L'Anse, MI 49946 (Grantee) the real property located in the Village of L'Anse, Baraga County, Michigan, for valuable consideration and more fully described as follows:

> Lot Six (6) of Block One (1), Village of L'Anse, according to the plat thereof, recorded in the office of the Register of Deeds for Baraga County, Michigan in Liber 1 of Plats on Page 1.

AND

> Part of Lots 3, 4 and 5, Block 1 of the Village of L'Anse, Baraga County, Michigan, according to the recorded plat thereof, said plat being recorded in Liber 1 of Plats, Page 1, Baraga County Records, described as follows: Commencing at the North corner of Block 1, being the corner of such Block at the intersection of Front Street and Broad Street in the Village of L'Anse as now established; thence South 45° 05' East 61 feet to the Point of Beginning; thence South 44° 55' West 75 feet; thence South 45° 05' East 24 feet; thence South 44° 55' West 75 feet to the Southwesterly boundary of Lot 3, Block 1; thence Southeasterly along such boundary 40 feet to the Southeasterly boundary of Block 1; thence Northeasterly along such boundary 150 feet to the Northeasterly boundary of Block 1; thence North 45° 05' West 64 feet to the Point of Beginning.

For for the full consideration of Four Hundred Ten Thousand Dollars ($410,000.00),

Together with all and singular the hereditaments and appurtenances thereto belonging or in anywise appertaining; To have and to hold the said premises, as herein described, with the appurtenances, unto the said party of the second part, the survivor of them, their heirs and assigns, forever. And the said party of the first part, for themselves, their heirs, executors and administrators, do covenant, grant, bargain and agree to and with the said party of the second part, their heirs and assigns, that at the time of the ensealing and delivery of these presents they are well seized of the above granted premises in fee simple; that they are free from all encumbrances whatever and that they will, and their heirs, executors, and administrators shall warrant and defend the same against all lawful claims whatever.

BARAGA COUNTY
STATE OF MICHIGAN
September 20 2012 1:05 PM GR 20121368

Real Estate Transfer Tax
C: $451.00"
S: $3,075.00"

Enclosure"B" to Lease #12262-2023,
by and between Baraga County, as Lessor, and
The State of Michigan, by and for the Department
of Technology, Management & Budget, as Lessee.

Lisa A. Brown

STATE OF MICHIGAN)
COUNTY OF BARAGA)

The foregoing instrument was acknowledged before me in Baraga County September 20, 2012 by Lisa Brown.

Notary public, State of Michigan, County of Baraga.
My commission expires: 4.6.2015

WENDY J. GOODREAU
Notary Public, Baraga County, Michigan
My Commission Expires April 6, 2015
Acting in the County of Baraga

Drafted by:
GRAYBILL & MEAD
Amy Schultz P72128
216 S. Main St.
Ishpeming, MI 49849

Send subsequent tax bills and recorded deed to:
Brown / Hendricks, L.L.C.
13446 Sunset Drive
L'Anse, MI 49946

Transfer Tax: $0.00
Recording fee: $18.00

Enclosure "D" to Lease **#12262-2023** by and between **Baraga County**, as Lessor and the State of Michigan by and for the Department of **Technology, Management & Budget,** as Lessee.

SAMPLE ESTOPPEL CERTIFICATE

Date

Lessor Name/Mailing Address

Attn: Name of Lessor

Subject: Department of Xxxxxxxxxxx, Located at 1445 Xxxxxxxxxxx Avenue, Anytown, Michigan (#1234)

A review of the lease between Xxxxxxxxxxxxxxxxxxx and the State of Michigan for the above facility has been requested. Information obtained from this review might be used in negotiations for a possible change in ownership or financing of the facility.

The undersigned [is/is not] in possession as a tenant of certain rental space situated at [address of premises], Michigan, consisting of x,xxx square feet of [office/ warehouse/ residential/ (other)] space with a monthly rental of $xx,xxx.xx. In connection therewith, the undersigned represents as follows:

The Leased premises [are/ will be] occupied pursuant to a certain written Lease dated [month/ day/ year] between the State of Michigan, as Lessee and [Lessor's name], a [corporation/ partnership/ trust/ estate etc.] as Lessor. Such Lease is presently in full force and effect [and has been amended "x" times].

The term of possession provided in the Lease [commenced/ commences] on [month/ day/ year] and expires on [month/ day/ year]. Renewal options are provided which can be exercised to extend possession to [month/ day/ year]. [Actual possession took place on [month/ day/ year] at which time rental payments started]. [An agreement [was/ was not] written to change the Lease dates to coincide with the date of possession].

This Lease [may] contain(s) a [lump-sum/ rental rate] adjustment clause for [liability insurance/ real property taxes/ other].

The undersigned [has/ has not] accepted possession of the Leased premises. Obligations or improvements required by the terms of said Lease, to be furnished or made by the Lessor to the premises, have been completed to date to the satisfaction of the undersigned with the exception of the following items:

1. [items listed here], 2. etc., and 3., etc.

The most recent rent paid to the Lessor or Lessor's agent was for the month of Xxxxxx; no rent has been paid more than thirty days in advance of its due date. There is no security deposit. The last payment of its proportionate share of real property taxes and insurance was made by the undersigned to the Lessor on [month/ day/ year] as a part of the regular monthly rental payment; no such payment has been made more than thirty days in advance of its due date.

The State [pays utilities directly with the exception of water and sewer service; proportional payment for water and sewer service made directly to the Lessor upon presentation of a billing document from the city. Common area expenses are paid as a part of the monthly rental].

The undersigned knows of no default or breach of the Lease by either the Lessor or State except obligations or improvements listed above - if any. The Lessor holds no deposit or other property of the State. There are no offsets, claims, or rent deductions except those which might be made by the State by its Department of Xxxxxxxxxx. The Lessor should contact [name of State agency contact person] for information about rent deductions. The Lease (as amended) represents the entire agreement between the parties as to the Leased premises.

Sincerely,

Michael A. Turnquist
Senior Deputy Director
State Facilities Administration, DTMB

c: Department contact person
File

Enclosure "E" to Lease **#12262-2023** by and between **Baraga County**, as Lessor and the State of Michigan by and for the Department of **Technology, Management & Budget,** as Lessee.

SAMPLE NONDISTURBANCE AGREEMENT

This Agreement between , hereinafter called "Mortgagee," the State of Michigan by the Department of Technology, Management & Budget for the Department of , hereinafter called "Lessee," and , hereinafter called "Lessor," which terms "Lessor," "Lessee," and "Mortgagee" shall include the successors and assigns of the respective parties.

THE FOLLOWING is a recital of facts underlying this Agreement:

By State Lease #*****, [as amended], which is by reference made a part of this Agreement (hereinafter the Lease), Lessor in consideration of the rents reserved therein, and of the terms, covenants, conditions, and agreements set forth in the Lease, has demised and let to Lessee, and Lessee has leased from Lessor, certain premises described in Lease paragraphs 2.1 and 2.2, located in _____, for an original term extending until (date), and for any exercised extensions.

Mortgagee is the holder of a mortgage made by (name of Lessor), dated _____ which mortgage covers the real property described in Lease paragraphs 2.1 and 2.2 and buildings thereon, and other property, rights, franchises and privileges more particularly described in the Mortgage (which collectively are herein called the "Mortgaged Property").

Lessor is the owner and holder of title to the Mortgaged Property.

Mortgagee shall recognize Lessee's rights under the Lease in the event of a foreclosure of Mortgagee's lien.

The parties agree as follow:

So long as Lessee is not in default (beyond any period given Lessee to cure such default) in the payment of rent or additional rent, or the performance of any other terms, covenants, or conditions of the Lease, Lessee's possession under the Lease and Lessee's rights and privileges thereunder, or under any extensions or renewals thereof that may be affected in accordance with any option contained in the Lease, shall not be diminished or interfered with by Mortgagee. (The term "Mortgagee" shall include any purchaser at a foreclosure sale). Lessee's occupancy shall not be disturbed by Mortgagee during the term of this Lease or any extensions or renewals thereof.

As indicated in Lease Article X, when Mortgagee is substituted as the Lessee's Lessor, Mortgagee is subject to the obligation of the Lease including any amendments to the Lease. It is the intention of the parties hereto to incorporate the Lease into this Agreement by reference with the same force and effect as if set forth fully verbatim herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Lessee: State of Michigan

By: _____
Name: _____
Title: _____
Date: _____

*State of Michigan, County of _____.
|
| Acknowledged before me this _____day of _____, 20_____, by _____
| the_____ of _____, State of Michigan.
* _____, Notary Public in the County of _____,
| Notary signature
* Acting in the County of _____, State of Michigan. My Commission expires:_____.

Lessor:

By: _____
Name: _____
Date: _____

*State of Michigan, County of _____.
*
* Acknowledged before me this _____day of _____, 20_____, by _____
| Name of Lessor
| the_____ of _____,
*
* _____, Notary Public in the County of _____,
* Notary signature
* Acting in the County of _____, State of Michigan.

| My Commission expires:_____.

Mortgagee: _____

By: _____
Title: _____
Date: _____

*State of Michigan, County of _____.
*
* Acknowledged before me this _____ day of _____, 20_____, by _____
| Name of Mortgagee
| the_____ of _____,
*
* _____, Notary Public in the County of _____,
* Notary signature
* Acting in the County of _____, State of Michigan.
|
| My Commission expires: _____

A Board Briefing Meeting of the Baraga County Memorial Hospital Board of Trustees was held on **Thursday, December 15th 2022** at 8:00 AM in the BCMH Main Conference Room.

PRESENT:	James Loman	William Menge	Shirley Younggren
	Kate Beer	Jayne Walbridge	Cathy Wadaga
	Rob Stowe	Gail Jestila	

ABSENT: Carole LaPointe

CALL TO ORDER:
The meeting was called to order at 8:06 AM by Mr. Loman.

CURRENT ISSUES:
Mr. Stowe Introduced Pete Underwood from Senior Life Solutions.
Mr. Underwood presented on Senior life Solutions, what it entails and what it's about.

Mr. Stowe reviewed issues with the board members present including:

a) KBIC Update
b) Oncology Update
c) Home Care Update
d) Bayside Update
e) Allied Professional Posting
f) DON Update
g) Avel Update
h) Employee Bonus Discussion

Ms. Jestila gave an update on the audit.

ADJOURNMENT:
Mr. Menge made a motion seconded by Ms. Younggren to adjourn the meeting at 9:12 AM. All in favor – motion carried.

Respectfully submitted

Carole L LaPointe

Carole LaPointe
Secretary

The meeting of the Baraga County Memorial Hospital Board of Trustees was held on **Tuesday, December 20th, 2022** at 5:00 PM in the BCMH Conference Center and via Google Meet.

PRESENT:	Jim Loman	Jayne Walbridge	Cathy Wadaga
	Shirley Younggren	Bill Menge	Kate Beer
	Carole LaPointe		
ABSENT:	Todd Ingram, MD		
ADMIN IN ATTENDANCE:	Rob Stowe	Tom Van Ess	Gail Jestila
	Todd Peltola		
GUESTS:	Chad Brunet	Cori Schoenke	Jimmy Arnold

AUDIENCE:

CALL TO ORDER:
The meeting was called to order at 5:00 PM by Mr. Loman.

APPROVAL OF CONSENT AGENDA:
Ms. Younggren made a motion seconded by Ms. Wadaga to approve the consent agenda with the addition of Item 8C) Pre- approval of BCMH audit (hospital only). All in favor – motion carried.

APPROVAL OF MINUTES:
Board of Trustees Meeting of 11-15-22, Closed Board meeting of 11-10-22 & Board of Trustees Briefing of 11-10-22:
The minutes of the Board of Trustees Meeting of 11-15-22, Board of Trustees Briefing of 11-10-22 and Board of Trustees Closed Session Meeting of 11-10-22 were approved via the consent agenda.

FY 2022 WipFli Audit Presentation:
Ms. Schoenke and Mr. Arnold of WipFli presented the financial information for FY 2022 for BCMH (hospital only) with the following executive summary highlights:

- The Hospital received $769,000 of COVID-related grants in 2022 and $187,000 in 2021. Management believes they have met the terms and conditions of these grants, therefore amounts recorded as nonoperating revenue in 2022 was $869,000 (including $100,000 from 2021) and $684,000 in 2021 (including $597,000 from 2020).
- Net patient service revenue at the Hospital increased $2,181,000, or 10%, compared to 2021. Increased patient volume is the biggest driver.
- The Hospital's total expenses increased $1,406,000 or 6%, compared to 2021. Increased patient volume being the biggest driver in 2022.
- Nonoperating revenue was $1,352,000 in 2022 and $3,344,000 in 2021. The main reason for this decrease is due to forgiveness of PPP loan in 2021 of approx. $2,000,000.
- Revenue in excess of expenses was $1,231,000 in 2022, compared to $1,796,000 in 2021, or a 31% decrease.

HOME CARE UPDATE:
Mr. Stowe stated that Home Care/Hospice continues to grow, and currently has 4 clinicians in the field. Mr. Stowe noted that patient census was as low as 20 patients, but is now at 50 patients. Mr. Stowe stated that Dana and Lynn have gotten a much better handle on the Home Care billing issues.

KBIC UPDATE:
Mr. Van Ess stated that the BCMH Physicians Group continues to support the KBIC on a weekly basis. Mr. Van Ess noted that Dr. Caulderon attended the last Medical-Dental staff meeting, and plans to have a meeting at the beginning of the year to re-assess operations.

QUALITY:
Quality Update:
Mr. Peltola stated that there is nothing new to report at this time.

FINANCIALS:
Audited September 2022 BCMH Financial Statements:
Ms. Wadaga made a motion seconded by Mr. Menge to approve the Audited September 2022 BCMH financial statements. All in favor – motion carried.

October & November 2022 BCMH Financial Statements:
Ms. Younggren made a motion seconded by Ms. Wadaga to approve the October & November 2022 BCMH financial statements. All in favor – motion carried.

FY 2022 Audit Pre-Approval:
Ms. Wadaga made a motion seconded by Ms. Beer to approve the FY 2022 BCMH Audit (Hospital only). All in favor – motion carried.

MEDICAL STAFF:
Medical Staff Meeting of 11-9-22:
Mr. Menge made a motion seconded by Ms. Wadaga to approve the 11-9-22 Medical-Dental Staff Meeting minutes. All in favor – motion carried.

Medical-Dental Staff Appointments/Reappointments:
APPOINTMENTS:
Jeffrey Dorhauer, MD:
Dr. Dorhauer is a physician who provides coverage in the BCMH Emergency Department. He was granted temporary privileges on 10/18/22. He wishes to join the Active staff with Emergency Medicine privileges. His file is complete with no issues of note.

Eric Maki, MD:
Dr. Maki is a physician looking to provide coverage in the BCMH Emergency Department. He wishes to become a member of the BCMH Medical-Dental Active staff Emergency Medicine privileges. He was granted temporary privileges on October 11th, 2022 for a period of 90 days. His file is complete with no issues of note.

Heather Berney, MD:
Dr. Berney has been appointed to the roster of psychiatrists and neurologists who provide services to BCMH through the contract with Avel eCare Medical Group. Avel eCare Medical Group does their own credentialing for their professionals, but her appointment needs Medical staff and Board approval. Her file is complete with no issues of note.

Richard Pardilla, MD:
Dr. Pardilla has been appointed to the roster of psychiatrists and neurologists who provide services to BCMH through the contract with Avel eCare Medical Group. Avel eCare Medical Group does their own credentialing for their professionals, but his appointment needs Medical staff and Board approval. His file is complete with no issues of note.

Seth Parsons, MD:
Dr. Parsons has been appointed to the roster of psychiatrists and neurologists who provide services to BCMH through the contract with Avel eCare Medical Group. Avel eCare Medical Group does their own credentialing for their professionals, but his appointment needs Medical staff and Board approval. His file is complete with no issues of note.

John Person, MD:
Dr. Person has been appointed to the roster of psychiatrists and neurologists who provide services to BCMH through the contract with Avel eCare Medical Group. Avel eCare Medical Group does their own credentialing for their professionals, but his appointment needs Medical staff and Board approval. His file is complete with no issues of note.

Brianna Rick, MD:
Dr. Rick has been appointed to the roster of psychiatrists and neurologists who provide services to BCMH through the contract with Avel eCare Medical Group. Avel eCare Medical Group does their own credentialing for their professionals, but her appointment needs Medical staff and Board approval. Her file is complete with no issues of note.

Urooj Saeed, MD:
Dr. Saeed has been appointed to the roster of psychiatrists and neurologists who provide services to BCMH through the contract with Avel eCare Medical Group. Avel eCare Medical Group does their own credentialing for their professionals, but his appointment needs Medical staff and Board approval. His file is complete with no issues of note.

Ryan Santin, MD:
Dr. Santin has been appointed to the roster of psychiatrists and neurologists who provide services to BCMH through the contract with Avel eCare Medical Group. Avel eCare Medical Group does their own credentialing for their professionals, but his appointment needs Medical staff and Board approval. His file is complete with no issues of note.

Foluke Otitoju, MD:
Dr. Otitoju has been appointed to the roster of radiologists who provide services to BCMH through the contract with Virtual Radiologic. Virtual Radiologic does their own credentialing for their professionals, but his appointment needs Medical staff and Board approval. His file is complete with no issues of note.

Thomas Orsini, MD:
Dr. Orsini has been appointed to the roster of radiologists who provide services to BCMH through the contract with Virtual Radiologic. Virtual Radiologic does their own credentialing for their professionals, but his appointment needs Medical staff and Board approval. His file is complete with no issues of note.

REAPPOINTMENTS:
Steven Tollefson, DDS:
Dr. Tollefson is a local dentist with Courtesy Medical-Dental Staff privileges at BCMH. His file is complete with no issues of note.

Thomas Le Galley, MD:
Dr. Le Galley is a cardiologist from Upper Michigan Cardiovascular Associates who helps provide the Cardiology Clinic at BCMH. He currently has Consulting privileges at BCMH. His file is complete with no issues of note other than three settlements paid in 1990, 1991, and 1996 as flagged in his file.

DELETIONS:
Mark McClanahan, CRNA:
Mr. McClanahan is a certified registered nurse anesthetist employed by South Shore Anesthesia who previously provided anesthesia coverage at BCMH. He did not seek reappointment. His privileges were termed as of 11/17/2022.

Thomas Henry, MD:
Dr. Henry is a radiologist employed through Virtual Radiologic who has resigned from his position, termed as of 11/27/2022.

STATUS CHANGE:
None.

Ms. Wadaga made a motion seconded by Ms. LaPointe to approve the December Medical-Dental staff appointments, reappointments and deletions. All in favor – motion carried.

ADMINISTRATIVE ITEMS:
Mr. Stowe stated that a meeting was held with Pete Skellenger, Mr. Peltola and Ms. Lawson to discuss Iovera, new services that will be offered at BCMH. Mr. Stowe noted that it is a procedure that uses ultrasound guided needle injections to freeze nerve endings for pain management. Mr. Stowe stated that many BCMH patients drive to Marquette to have this done, and patients from north of BCMH drive by BCMH to go to Marquette to have this procedure done.

MANAGEMENT UPDATE AND DISCUSSION ITEMS:
The following reports were approved via the consent agenda:

- **Chief Executive Officer's Report**
  - Human Resources
  - Corporate Compliance
  - Employee Recognition
  - Home Care & Hospice
  - Imaging
  - Pharmacy
- **Clinic Director's Report**
  - Physicians Group
  - Laboratory
  - Dietician/Diabetic Education
  - Dietary
- **Chief Financial Officer's Report**
  - Finance
  - Information Systems
  - Purchasing
  - Patient Access & Financial Services
  - Revenue Integrity (Medical Records)
  - Revenue Cycling (Billing)
  - BCME
  - Physical Therapy
- **Chief Nursing Officer's Report:**
  - Nursing
  - Social Services
  - Education/Telemedicine/Emergency Management
  - Respiratory Therapy

INFORMATIONAL ITEMS:
None.

PUBLIC COMMENT:
None.

OTHER:
None.

ADJOURN:
Ms. Wadaga made a motion seconded by Ms. LaPointe to adjourn the meeting at 6:04 pm. All in favor – motion carried.

Respectfully submitted,

Carole L LaPointe

Carole LaPointe
Secretary
CL/ap

Template for Resolution to Honor the Michigan Association of Counties on its 125th Anniversary

_____ COUNTY BOARD OF COMMISSIONERS

RESOLUTION #____
HONORING the Michigan Association of Counties

WHEREAS, Michigan's 83 county governments play a central role in the proper delivery of, and oversight for, critical public services for the state's approximately 10 million residents; and

WHEREAS, Michigan county governments are led by Boards of Commissioners, who are elected from their communities; and

WHEREAS, the State Association of Supervisors of Michigan was formed by representatives of 16 counties on Feb. 1, 1898, in the Senate chamber of the Michigan State Capitol in Lansing; and

WHEREAS, the association's name was changed to the Michigan Association of Counties on July 17, 1969; and

WHEREAS, the Michigan Association of Counties is the oldest association representing local governments in Michigan; and

WHEREAS, 48 of Michigan's 83 counties have had at least one of their commissioners (or supervisors prior to 1968) serve as president of the association's Board of Directors; and

WHEREAS, the association created the Michigan Counties Workers' Compensation Fund in 1979 to help county members provide workplace safety and injury insurance services to its employees; and

WHEREAS, the association created the Michigan Association of Counties Service Corporation in 1986 to partner with service providers to help counties save money on everything from health insurance to telecommunications services; and

WHEREAS, the association hosts two major conferences every year to bring together county leaders for briefings on trending public policy issues and to hear from state newsmakers and others; and

WHEREAS, the association's advocacy work in Lansing and beyond has advanced the interests of county governments and the residents they serve; and

WHEREAS, no fewer than five association presidents have served or are serving in the Michigan Legislature in the 21st century, a testament to the culture of public service inculcated by the association

THEREFORE, BE IT RESOLVED that _____ COUNTY wishes to commend and honor the Michigan Association of Counties on its 125th Anniversary year.

Adopted this ___ day of _____, 2023