
EQUALIZATION MEETING – TUESDAY, APRIL 13, 2021 – 6:00 P.M. – COMMISSIONERS ROOM 231, HENRY A. SKEWIS ANNEX, MARQUETTE, MI 49855.

1. CALL TO ORDER – SALUTE TO THE FLAG – PLEDGE OF ALLEGIANCE.

- Call to Order by Chairperson Gerald O. Corkin at 6:00 p.m. – Room 231 Henry A. Skewis Annex, Marquette.
Salute to the Flag followed by the Pledge of Allegiance.

2. PUBLIC ANNOUNCEMENT OF ELECTRONIC PARTICIPATION:

- Present in person: Comm. DePetro, Comm. Adamini, Comm. Nordeen Comm. Alholm & Chairperson Corkin
Present by Zoom: Comm. Derocha, Green Bay, WI

3. APPROVAL OF THE MINUTES:

Board action: Comm. DePetro moved to approve the minutes from the Regular Meeting held on April 6, 2021. Second by Comm. Alholm. Motion adopted (5-0)

4. PROCLAMATION, PRESENTATIONS AND AWARDS

*Comm. Derocha joined meeting via zoom

5. APPROVAL OF THE AGENDA:

Board action: Comm. Nordeen moved to approve the agenda with the addition of 11g. Duties of the Mine Inspector. Second by Comm. Alholm. Motion adopted (6-0)

6. PUBLIC COMMENT: Chairperson Corkin opened the meeting for public comment.

Greg Zyburt, Sheriff, updated the board via zoom on following:

Road Patrol: 180 calls for service, wrote 82 citations, 38 arrests (5 ouil or ouid's, 5 drug offenses 4 of which was for meth, 3 assaults, 1 of which was felonious, 6 retail frauds, 1 resisting & obstructing a Police Officer), Civils 188/152 served, Policed 32 accidents; Did a joint operation with State Police, Marquette City, FBI & the Genessee County Sheriff's Office called Operation Northern Exposure. Arrested 5 people who came into our county to have sex with underage girls. Also participated in similar operation in Menominee County.

Search & Rescue: Training-Radio procedures/ropes/low angle rescue, CPR & first aid, Annual dive qualifications/equipment maintenance; Calls for assistance-Ishpeming City: Body recovery from waste water treatment plant. Missing Person. Forsyth Twp.: K9 search missing person. Marquette Twp., Snowmobile PIA; Public Safety classes, events & inspections-Winter equipment change over to spring-summer.

Rescue 131: Training: Splinting & packing of a patient, Search & Rescue techniques-down fireman, new personnel-orientation (7 new members) 18 on roster, Basic extraction class; Calls for Assistance: Sands Twp.-PIA accident, Structure Fire (5 separate fire structure calls), Forsyth (2), Powell Twp (1), Negaunee City (1), Chocolay Twp (1)

Jail: Lodged 108 males & released 105 males, Lodged 29 females & released 28, Average daily population was 67 inmates, Average 8 Federal inmates per day.

With no further public comment, Chairperson Corkin closed this portion of the meeting.

7. REVIEW OF CLAIMS AND ACCOUNTS:

Board action: Comm. Nordeen moved to approve Total expenditures for the Period April 1, 2021 through April 8, 2021 were \$712,462.28; and Bi-Weekly Payroll for the period ending April 3, 2021 was \$726,024.08. Second by Comm. Adamini. A roll call vote was taken: Ayes: Comm. Nordeen, Comm. Alholm, Comm. DePetro, Comm. Derocha, Comm. Adamini & Chairperson Corkin. Motion adopted (6-0)

8. PUBLIC HEARING

9. PRIVILEGED COMMENT

10. INFORMATIONAL ITEMS

11. ACTION ITEMS:

a. Presentation by Equalization Director of the Recommended Valuations for the 22 Assessing Units.

1. Possible Comment by any Assessing Unit Representative

Jacki Lykins, Equalization Director, was present to explain the Personal & Real Property totals; Real Equalized Valuations; Assessed Valuations; and Percent Changes in the Assessed Values from 2020 – 2021.

Ms. Lykins thanked the Equalization Staff for doing an exceptional job, stating her staff works hard & are very dedicated!

2. Board Action to Establish the Equalization Valuations per L-4024

Ms. Lykins stated that this has impacted her office and will be doing many more drive by evaluations due the Governors Order.

Chairperson Corkin on behalf of the board thanked Ms. Lykins and her staff for their good works!

3. Information on Percent Changed in Assessed Values from 2020-2021

Board action: Comm. Derocha moved to establish the following Equalized Valuations per L-4024 as presented by the Equalization Director. Second by Comm. Nordeen. A roll call vote was taken: Ayes: Comm. Derocha, Comm. Adamini, Comm. Nordeen, Comm. Alholm, Comm. DePetro & Chairperson Corkin. Motion adopted (6-0)

Personal and Real Property - TOTALS

L-4024

Marquette County

Statement of acreage and valuation in the year 2021 made in accordance with Sections 209.1 - 209.8 of the Michigan Compiled Laws.

Township or City	Number of Acres Assessed	Total Real Property Valuations		Personal Property Valuations		Total Real Plus Personal Property	
	(Col. 1) Acres Hundredths	(Col. 2) Assessed	(Col. 3) Equalized	(Col. 4) Assessed	(Col. 5) Equalized	(Col. 6) Assessed	(Col. 7) Equalized
Champion	80640	28319000	28319000	888431	888431	29207431	29207431
Chocolay	40320	313443700	313443700	3361357	3361357	316805057	316805057
Ely	90240	84758900	84758900	4118959	4118959	88877859	88877859
Ewing	32000	12717200	12717200	1074958	1074958	13792158	13792158
Forsyth	115200	217895900	217895900	45136892	45136892	263032792	263032792
Humboldt	61440	37746000	37746000	3658310	3658310	41404310	41404310
Ishpeming	56960	142272850	142272850	7593520	7593520	149866370	149866370
Marquette	38400	315764500	315764500	20936493	20936493	336700993	336700993
Michigamme	92800	57937600	57937600	1622534	1622534	59560134	59560134
Negaunee	26160	191505700	191505700	75774394	75774394	267280094	267280094
Powell	106240	134420800	134420800	1626239	1626239	136047039	136047039
Republic	76800	85807922	85807922	4080941	4080941	89888863	89888863
Richmond	37120	203992300	203992300	18716865	18716865	222709165	222709165
Sands	46080	106729400	106729400	19752590	19752590	126481990	126481990
Skandia	46080	35092500	35092500	1177099	1177099	36269599	36269599
Tilden	60160	48134800	48134800	8451217	8451217	56586017	56586017
Turin	53760	9590400	9590400	215052	215052	9805452	9805452
Wells	101120	32127250	32127250	34155833	34155833	66283083	66283083
West Branch	23040	43310500	43310500	420100	420100	43730600	43730600
Ishpeming	0	129234600	129234600	12704822	12704822	141939422	141939422
Marquette	0	828025950	828025950	66047547	66047547	894073497	894073497
Negaunee	0	137374300	137374300	4618665	4618665	141992965	141992965
Totals for County	1184560	3196202072	3196202072	336132818	336132818	3532334890	3532334890

Equalized Valuations - REAL

L-4024

Marquette County

Statement of acreage and valuation in the year 2021 made in accordance with Sections 209.1 - 209.8 of the Michigan Compiled Laws.

Real Property Equalized by County Board of Commissioners							
Township or City	(Col. 1) Agricultural	(Col. 2) Commercial	(Col. 3) Industrial	(Col. 4) Residential	(Col. 5) Timber-Cutover	(Col. 6) Developmental	(Col. 7) Total Real Property
Champion	45300	321700	5452600	18622000	3877400	0	28319000
Chocolay	1276100	20168500	0	291999100	0	0	313443700
Ely	0	1696000	50200	82262700	750000	0	84758900
Ewing	1905250	0	0	10201000	610950	0	12717200
Forsyth	0	19741200	11504300	181823800	4826600	0	217895900
Humboldt	0	1010100	358300	34491700	1885900	0	37746000
Ishpeming	0	7342700	334200	128886250	5709700	0	142272850
Marquette	0	112740800	5741400	197282300	0	0	315764500
Michigamme	0	1347400	64500	53844100	2681600	0	57937600
Negaunee	189700	22181000	15475000	153568000	92000	0	191505700
Powell	0	1367100	0	130700600	2353100	0	134420800
Republic	1853906	1688800	327400	81045516	892300	0	85807922
Richmond	0	321500	177493600	19097100	7080100	0	203992300
Sands	949900	6283600	74900	96114700	3306300	0	106729400
Skandia	345800	577000	333100	31986300	1850300	0	35092500
Tilden	0	30100	406100	43171900	4526700	0	48134800
Turin	296300	52000	0	7659700	1582400	0	9590400
Wells	4898950	328500	1149100	19061700	6689000	0	32127250
West Branch	0	1503700	0	41806800	0	0	43310500
Ishpeming	0	34288650	831400	93639950	474600	0	129234600
Marquette	0	262593700	8165800	557266450	0	0	828025950
Negaunee	0	25079850	0	111688800	605650	0	137374300
Total for County	11761206	520663900	227761900	2386220466	49794600	0	3196202072

Assessed Valuations - REAL

L-4024

Marquette County

Statement of acreage and valuation in the year 2021 made in accordance with Sections 209.1 - 209.8 of the Michigan Compiled Laws.

Real Property Assessed Valuations Approved by Boards of Review							
Township or City	(Col. 1) Agricultural	(Col. 2) Commercial	(Col. 3) Industrial	(Col. 4) Residential	(Col. 5) Timber-Cutover	(Col. 6) Developmental	(Col. 7) Total Real Property
Champion	45300	321700	5452600	18622000	3877400	0	28319000
Chocolay	1276100	20168500	0	291999100	0	0	313443700
Ely	0	1696000	50200	82262700	750000	0	84758900
Ewing	1905250	0	0	10201000	610950	0	12717200
Forsyth	0	19741200	11504300	181823800	4826600	0	217895900
Humboldt	0	1010100	358300	34491700	1885900	0	37746000
Ishpeming	0	7342700	334200	128886250	5709700	0	142272850
Marquette	0	112740800	5741400	197282300	0	0	315764500
Michigamme	0	1347400	64500	53844100	2681600	0	57937600
Negaunee	189700	22181000	15475000	153568000	92000	0	191505700
Powell	0	1367100	0	130700600	2353100	0	134420800
Republic	1853906	1688800	327400	81045516	892300	0	85807922
Richmond	0	321500	177493600	19097100	7080100	0	203992300
Sands	949900	6283600	74900	96114700	3306300	0	106729400
Skandia	345800	577000	333100	31986300	1850300	0	35092500
Tilden	0	30100	406100	43171900	4526700	0	48134800
Turin	296300	52000	0	7659700	1582400	0	9590400
Wells	4898950	328500	1149100	19061700	6689000	0	32127250
West Branch	0	1503700	0	41806800	0	0	43310500
Ishpeming	0	34288650	831400	93639950	474600	0	129234600
Marquette	0	262593700	8165800	557266450	0	0	828025950
Negaunee	0	25079850	0	111688800	605650	0	137374300
Total for County	11761206	520663900	227761900	2386220466	49794600	0	3196202072

Taxable Values (Tentative)			
Township/City	2021 Taxable	2020 Taxable	Percent Changed
Champion Township	22,307,159	21,490,343	3.80%
Chocolay Township	239,656,734	229,358,309	4.49%
Ely Township	64,209,084	61,942,373	3.66%
Ewing Township	10,405,255	9,918,148	4.91%
Forsyth Township	216,832,047	210,158,470	3.18%
Humboldt Township	31,097,535	30,587,295	1.67%
Ishpeming Township	117,650,353	114,173,338	3.05%
Marquette Township	276,378,413	275,480,715	0.33%
Michigamme Township	41,990,312	41,613,496	0.91%
Negaunee Township	227,033,008	231,971,986	-2.13%
Powell Township	88,088,865	87,031,361	1.22%
Republic Township	64,338,422	61,947,933	3.86%
Richmond Township*	20,224,117	19,812,084	2.08%
Sands Township	103,626,586	102,130,829	1.46%
Skandia Township	27,246,921	26,552,937	2.61%
Tilden Township*	34,400,772	33,890,611	1.51%
Turin Township	5,887,951	5,770,588	2.03%
Wells Township	55,561,232	43,040,336	29.09%
West Branch Township	32,503,211	31,920,298	1.83%
Ishpeming City	126,597,250	125,409,487	0.95%
Marquette City	730,483,544	682,971,137	6.96%
Negaunee City	115,587,252	111,356,522	3.80%
Totals for County	2,652,106,023	2,558,528,596	3.66%

* Totals do not include Specific Ore Values being disputed at Tribunal

Assessed Values			
Township/City	2021 Assessed	2020 Assessed	Percent Change
Champion Township	29,207,431	27,745,706	5.27%
Chocolay Township	316,805,057	308,306,895	2.76%
Ely Township	88,877,859	85,410,441	4.06%
Ewing Township	13,792,158	13,805,323	-0.10%
Forsyth Township	263,032,792	251,182,007	4.72%
Humboldt Township	41,404,310	39,778,385	4.09%
Ishpeming Township	149,866,370	142,349,716	5.28%
Marquette Township	336,700,993	333,436,662	0.98%
Michigamme Township	59,560,134	65,386,556	-8.91%
Negaunee Township	267,280,094	270,078,559	-1.04%
Powell Township	136,047,039	143,083,231	-4.92%
Republic Township	89,888,863	84,907,838	5.87%
Richmond Township*	30,455,391	28,175,672	8.09%
Sands Township	126,481,990	123,270,634	2.61%
Skandia Township	36,269,599	35,396,070	2.47%
Tilden Township*	56,586,017	55,756,002	1.49%
Turin Township	9,805,452	9,691,040	1.18%
Wells Township	66,283,083	55,866,255	18.65%
West Branch Township	43,730,600	41,614,627	5.08%
Ishpeming City	141,939,422	141,419,895	0.37%
Marquette City	894,073,497	855,703,316	4.48%
Negaunee City	141,992,965	134,286,674	5.74%
County Totals	3,340,081,116	3,246,651,504	2.88%

* Totals do not include Specific Ore Values being disputed at Tribunal

b. Renewal of Radio System Services Agreement with Motorola Solutions

Gary Johnson, Central Dispatch Manager, was present to explain the following: Central Dispatch is requesting the County Board to authorize a three-year renewal of our Services Agreement with Motorola Solutions. This agreement provides us with a single source for maintenance of our complete radio system, which includes our dispatch consoles, portable/mobile radios, VHF system, radio logger, and our back-up equipment at Marquette PD. The agreement provides us with 24/7 help desk, on-site repairs, advanced replacement, and software upgrades for the system. Motorola sub-contracts with our local service provider, El-Com Systems for on-site repair of our system. This agreement also provides advanced replacement which, this means that we have critical spare parts at Dispatch. If we have an equipment failure and any of the critical spares are used, these parts are replaced at no additional cost to us. Further, when upgrades are made to the State Radio System, both hardware and software, this services agreement covers those at no additional cost to the County. Motorola is the only service provider that can offer us this complete service agreement, any other service provider would have to contract with Motorola, or we would have to have two separate contracts to provide this same level of service.

Board action: Comm. DePetro moved to approve the Services Agreement with Motorola Solutions for (3) three years from March 1st 2021 until February 28, 2024. The annual cost in the first year is \$41,363.49 **this is a \$7,000 decrease from 2020 due to equipment changes**. Year two of the agreement is \$42,604.39 and year three is \$43,882.52, each year is an increase of 3% with the exception of paying a one-time administrative fee equal to 5% of the subsequent year's annual contract rate. Second by Comm. Adamini. A roll call vote was taken: Ayes: Comm. DePetro, Comm. Derocha, Comm. Adamini, Comm. Nordeen, Comm. Alholm & Chairperson Corkin. Motion adopted (6-0)

c. Reciprocal Law Enforcement Mutual Aid Agreement

Greg Zyburt, Sheriff, was present via zoom to explain the following:

MARQUETTE COUNTY RECIPROCAL LAW ENFORCEMENT MUTUAL AID AGREEMENT April 8, 2021

For the general purpose of reciprocal aid in law enforcement protection, authorized by Public Act 236 of 1967 (MCLA 123.811), the undersigned Marquette County Law Enforcement Agencies and governmental entities ("Parties") hereby agree as follows:

1. DEFINITIONS

- A. "Commanding Officer" means the highest-ranking officer of a police department or the highest-ranking officer of Central Dispatch on duty at the time of the emergency.
- B. "Emergency" shall mean a combination of circumstances requiring assignment of officers from another department or jurisdiction to handle a request for back-up by officers within their jurisdiction or a situation where officers are not available to handle a call within their jurisdiction and so Central Dispatch sends officers from another department or jurisdiction to respond.
- C. "Requesting Department" shall mean a department that requests back up at the scene of an emergency.
- D. "Responding Department" shall mean a department that provides back up or aid pursuant to this agreement.
- E. "Central Dispatch" shall mean Marquette County Central Dispatch currently located at Michigan Department of State Police, Negaunee Post #81, established pursuant to Public Act 236 of 1967, Section 4 (MCLA 1243.814; MSA 5.3323 (4)).

2. DETERMINATION AND DECLARATION OF EMERGENCY: The Requesting Department or Central Dispatch shall be responsible for determining and declaring that an emergency exists.

3. REQUEST FOR ASSISTANCE: Upon determining and declaring that an emergency exists, the Requesting or Central Dispatch shall make a request for assistance to the Responding Department(s).

4. RESPONSE TO REQUEST: The Commanding Officer of the Responding Department(s) shall supply available personnel and equipment to provide

back-up or meet the needs of the emergency. The Commanding Officer of the Responding Department(s) may decline the request for aid if personnel or equipment are not available at the time of the request. Under no circumstance shall this Agreement impose any duty or liability on any Party for failure to respond to the request for assistance.

5. DIRECTION AT SCENE OF EMERGENCY:

- a. The Commanding Officer of the Requesting Department shall be the person in charge of operations at the scene of an emergency. All personnel and equipment of Responding Departments shall be under the control and direction of the Commanding Officer of the Requesting Department upon arriving at the scene of the emergency.
- b. In situations where Central Dispatch has declared an emergency and no officers from the jurisdiction where the emergency exists are on scene when officers from the Responding Department arrive, command shall go to the first department to arrive on the scene.

6. WITHDRAWL OF PERSONNEL AND EQUIPMENT: The personnel and equipment of a Responding Department may be withdrawn at any time at the discretion of the Commanding Officer of a Responding Department. The Responding Department shall not have any obligation to keep its personnel or equipment in the community of the Requesting Department for any longer than is deemed necessary by the Commanding Officer of the Responding Department. A Responding Department shall not be liable to a Requesting Department for leaving the scene of an emergency in order to answer a call for service in the Responding Department's community.

7. LIABILITY: To the extent permitted by law and without waiving governmental immunity, each Party to this Agreement will be responsible for any and all claims, demands, suits, actions, damages, and causes of action related to or arising out of or in any way connected with its own actions and the actions of its personnel in providing mutual aid assistance or when participating in joint training exercises pursuant to the terms and conditions of this Agreement.

8. INSURANCE: Each Party to this Agreement shall obtain and maintain the following types and levels of insurance for the duration of this Agreement.

- a. General Liability - \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.
- b. Public Official Liability & Law Enforcement Liability - \$1,000,000 combined single limit.
- c. Worker's Compensation Coverage – statutory levels of workers' compensation coverage for its own employees.
- d. Automobile Liability Coverage – “any auto” with \$500,000 combined single limit per accident for bodily injury and property damage.

9. WAIVER OF COMPENSATION: The Requesting and Responding Departments waive all claims for compensation from each other including wages, benefits, and charges for supplies or equipment used or expended while rendering services under this Agreement.

10. TERMINATION: Any Party to this Agreement may terminate its participation in this Agreement by providing thirty (30) days prior written notice to the Marquette County Administrator, 234 West Baraga Avenue, Marquette, MI 49855 and [insert title], Michigan State Police, Negaunee Post #81, [inserted address].

11. EFFECTIVE DATE: This Agreement shall become effective April 8, 2021 and remain in full force and effect until April 30, 2031, unless sooner terminated under Section 9.

Board action: Comm. Alholm moved to enter into the Marquette County Reciprocal Law Enforcement Mutual Aid Agreement. Second by Comm. DePetro. A roll call vote was taken: Ayes: Comm. Alholm, Comm. DePetro, Comm. Derocha, Comm. Adamini, Comm. Nordeen & Chairperson Corkin. Motion adopted (6-0)

d. Adler Lease Extension Recommendation

Duane DuRay, Director of Operations at Sawyer, was present to explain the following: staff is recommending that the Marquette County Board of Commissioners approve a five (5) year lease extension between Adler Lumber Inc. and Marquette County for buildings 418, 431, 2537, 2538 and the real estate upon which they are situated, described and depicted as Parcel L-14. Adler Lumber is a dimensional lumber manufacturer and has been operating on-site since 2007 and remains in good standing with Marquette County.

Adler Lumber recently extended their lease for one year due to the uncertainty of COVID and that is set to expire on September 30, 2021. They now are requesting a five-year lease extension for all properties.

Key lease provisions:

Term: The lease extension will commence on October 1, 2021 and expire on September 30, 2026.

Termination Option: In the event either party wishes to terminate this lease agreement, a written notice of the termination to said party shall be provided not less than thirty (30) days of the lease termination.

Rental Rate: The rental rate shall be:

- Buildings 431, 2536, 2537, 2538 (current rate is \$2.63 sf)
 - Equal to \$2.67 sf for years one and two;
 - Equal to \$2.71 sf for years three and four;
 - Equal to \$2.76 sf for year five.

These rates reflect a 1.5 % escalator in years one, three and five.

➤ Building 418 shall remain at \$2.00 sf for the extent of the agreement.

Over the course of the five-year lease agreement, total revenue shall be **\$205,124.56**

Tenant Responsibilities: Tenant shall be responsible for utilities, lawn care, snow removal, trash pick-up, janitorial, real estate taxes and any other costs associated with their day-to-day occupancy of the property.

Security Deposit: There shall be no security deposit, except for what may already be held from the existing lease.

Improvements: The Premises is being leased as-is, where-is.

All of the remaining terms and conditions remain in place with the lease dated October 1, 2020.

Board action: Comm. Nordeen moves to approve the five (5) year lease extension and authorize the County Board Chair to sign the agreement.

Second by Comm. Alholm. A roll call vote was taken: Ayes: Comm. Nordeen, Comm. Alholm, Comm. DePetro, Comm. Derocha, Comm. Adamini & Chairperson Corkin. Motion adopted (6-0)

e. Fencing Bid Recommendation

Duane DuRay, Director of Operations at Sawyer, was present to explain the following: Staff is recommending that the Marquette County Board of Commissioners consider awarding a K.I. Sawyer Water Department fencing construction project. The K.I. Sawyer Water Department manages three water storage tanks with one being a 500,000 gallon ground level water storage tank. The ground storage facility is located on the industrial side of Sawyer near the airport and currently has no fencing or barriers that would restrict the general public from gaining access onto the site. This project has been on the capital improvement project list for a while and with recent water facility incursions across this country, staff feels this is a safety concern and warrants immediate attention.

Staff created a request for proposals (RFP) and advertised it through several media points including the Marquette County and the Sawyer Water Department web site, the builders exchange and direct contact to vendors. The RFP scope of work is to erect a six-foot-high fence with barbwire encompassing the water tank site. Also within the RFP an additional alternate bid item was added to provide extra fencing and a vehicle gate at the elevated water tank on the industrial side of Sawyer; this additional item can be considered with the primary bid if the cost is acceptable.

The bid opening was completed on Friday, April 9, 2021 and a total of two proposals were submitted. A third vendor out of Escanaba declined to bid indicating the elevated cost for material and lead time for the material would render his bid as a non-competitive bid.

	<u>Base Bid</u>	<u>Alternate Bid</u>	<u>Total</u>
Marquette Fence Company Inc., Marquette	\$18,500	\$5,400	\$23,900
Fortress Fence, Green Bay	\$20,475	\$4,257	\$24,732

The cost for this project will be funded through the K.I. Sawyer Water Department Capital Improvement fund.

Board action: Comm. Alholm moved to award the bid to the Marquette Fencing Company, Inc. bid not to exceed \$23,900 to include the alternate and authorize Chairperson Corkin to sign the agreement. Second by Comm. Derocha. A roll call vote was taken: Ayes: Comm. Alholm, Comm. DePetro, Comm. Derocha, Comm. Adamini, Comm. Nordeen & Chairperson Corkin. Motion adopted (6-0)

f. TriMedia RFQ/Building Development Specifications

Duane DuRay, Director of Operations at Sawyer, was present to explain the following: Staff recommends the Marquette County Board of Commissioners award a professional consulting services agreement to TriMedia Environmental Services of Marquette for the Sawyer Airport Building(s) Demolition project. Staff developed a request for qualification (RFQ), referencing the completion of an environmental assessment and the preparation of demolition specification and bidding documents for 12 identified structures at the Sawyer Airport complex. The buildings selected are deteriorated beyond repair and have become a liability for Marquette County. The completion of this project will result in the removal of some or all of the structures. Removal of any of these properties will greatly enhance the overall appearance of Sawyer, allowing staff to market for new development on the cleared sites.

As mentioned above, the scope of work covers an environmental assessment, the preparation of demolition documents, engineering for one building that will be partially torn down, bidding documentation and proposal evaluations, and a complete review of possible state historic preservation designation through the State Historic Preservation Office (SHPO). Four consulting firms provided qualification and experience documents for review. These firms are Trimedia Consultants (Marquette, MI), UPEA (Houghton, MI), AECOM (Southfield, MI), GEI Consultants (Marquette, MI).

For this project to be eligible under the Cares Act the Federal Aviation Administration (FAA) regulations require the consultant to be selected under a qualification process and the cost to be negotiated following the selection. As per the FAA regulations, Marquette County is required to perform an Independent Fee Estimate (IFE). The IFE is a way to assist in determining the reasonableness or unreasonableness of the bid.

Staff reviewed all of the qualifications and all firms appeared capable of completing the services. After a thorough evaluation TRIMEDIA was selected as the best suited firm for this project. TRIMEDIA provided a detailed scope and cost for the project with a fee of \$45,000.

Staff completed the required IFE process and prepared the appropriate papers for review by the Michigan Department of Transportation / Aeronautics and FAA.

This project is eligible under the Cares Act. Cost will be pre-funded until the monies are reimbursed through our Cares Act grant.

Board action: Comm. Adamini moved to award the contract to TRIMEDIA consulting services with a cost not to exceed the amount of \$45,000 and to authorize Chairperson Corkin to sign the Agreement. Second by Comm. DePetro. A roll call vote was taken: Ayes: Comm. DePetro, Comm. Derocha, Comm. Adamini, Comm. Nordeen Comm. Alholm & Chairperson Corkin. Motion adopted (6-0)

g. Duties of Mine Inspector

Wendy, Civil Counsel, was present to explain duties of Mine Inspectors Duties. Had been asked by board to examine existing Copper and Iron Mine Statute. Examine Mine Inspectors Act 163 of 1911 to determine exactly what the Mine Inspectors duties were as we had a new mine inspector and there were questions regarding what his duties were. Had drafted a memorandum for the Board Mine and subsequently had a meeting with the Mine Inspector to clarify the duties. Had put together a short form for the Mine Inspector to assist him going forward and help him in his role. Inspector physically review an area before making a determination if an area needs to be fenced.

Copper and Iron Mine Inspectors

Act 163 of 1911

MCL 425.108

	Within Scope of Statute	Outside Scope
Type of Mine	Copper and Iron Mines (working, idled, or abandoned)	Other mines (gold) Sand and gravel pits
Duties - Working Mines	<p>Inspect every 60 days, more often if in his or her judgment necessary, and condemn all such places where employees are in danger from any cause</p> <p>Compel the erection of a partition between all shafts where hoisting of ore is performed and where there are ladder ways, where persons must ascend and descend going to and from their work</p> <p>If the mine inspector finds danger 1. immediately order work to stop and 2. notify superintendent, agent or person in charge in writing of location and specify the work to be done or change to be made to render the same secure, except ordinary mine risks</p> <p>Require that all shafts and open pits of the mine are furnished with a safeguard at the top of the shaft or open pit to prevent accidents (persons falling in or material falling down into the mine)</p> <p>Require a cover on all carriages (hoists, elevators, etc.) on which persons ascend or descend up or down the shaft, if in the mine inspectors judgment it shall be practical and necessary for safety</p>	
Duties - Idle or Abandoned Mines	Notify the person, persons or corporation (or his or her agent) on which the mine is located to erect and maintain around all shafts and open pits of the mine a fence or railing suitable to prevent persons or domestic animals from accidentally falling into the shafts or open pits	Horizontal tunnels, cave-in grounds, settled areas, buildings/structures

	If the owner, owners, or agent does not erect suitable fence or rail within 30 days of receiving notice (or 30 days after publication is complete), mine inspector must cause suitable fence or rail to be erected and make a report of his activities to the county clerk, describing land or lands on which shafts or pits are located, itemized statement of expenses for each piece of land, and supported by an affidavit	
Notice Requirements	1. in writing 2. personally delivered or left at residence (if residing in County); if outside County by publication in paper for three weeks and by registered letter	
Fence Requirements	Fence or rail suitable to prevent persons or domestic animals from accidentally falling into the shaft or open pits If there is no risk of falling (e.g., shaft capped, pit filled, etc.) no fence is required - intent is to prevent death or serious injury from falling/entrapment MCL 750.493 requires such fencing to be at least 4 feet high where shaft or pit is 4 feet + in depth	

February 19, 2021

Board action: Comm. Adamini moved to disclose Civil Counsels memorandum regarding Mine Inspectors Act 163 of 1911 to the public. Second by Comm. Nordeen. A roll call vote was taken: Ayes: Comm. Adamini, Comm. Nordeen Comm. Alholm, Comm. DePetro, Comm. Derocha & Chairperson Corkin. Motion adopted (6-0)

12. PUBLIC COMMENT: Chairperson Corkin opened the meeting for public comment, none was forthcoming.

13. COMMISSIONER COMMENTS, STAFF COMMENTS AND ANNOUNCEMENTS:

Comm. DePetro reminded that the week of April 12-17th is National Association week to honor all Central Dispatch Employee's. Would like to acknowledge and Thank Marquette County Central Dispatch Employee's.

Comm. Nordeen informed that Forsyth Township will be holding the U.P. Fire Department Tournament this July 23-25th. First time that it will be held in Marquette County in the last 28 years and first time in Forsyth Township. At the same time there will be a dedication of Highway for lost Firefighter Ben Lauren.

14. CLOSED SESSION

15. ADJOURNMENT: There being no further business to come before the County Board, the meeting was adjourned at approximately 7:01 p.m.

Linda K. Talsma
 Marquette County Clerk

Gerald O. Corkin, Chairperson
 Marquette County Board of Commissioners