

GOGEBIC COUNTY BOARD OF COMMISSIONERS

Regular Meeting

July 24, 2019

County Courthouse

Bessemer, MI 49911

5:00 p.m.

***** Finance Meeting at 4:30 p.m.**

AGENDA

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

APPROVAL OF THE MINUTES (July 10, 2019 meeting minutes)

APPROVAL OF AGENDA

CITIZENS WISHING TO ADDRESS THE COUNTY BOARD ON AGENDA ITEMS

(5-minute limit)

COMMITTEE SUMMARY REPORTS:

1. Economic Development & Capital Improvements Committee-6/26/19
2. Finance, Budgeting & Auditing Committee-----6/26/19

APPEARANCES:

1. Paul Anderson, Coleman Engineering
(RE: Michigan DNRTF Development Project Agreement TF18-0184)

COMMUNICATIONS:

1. Fair Board Chairman Jim Lorenson
(RE: pre-fair voucher cash advance request)
2. Mike Harma, Airport manager
(RE: Release of 4th Quarter appropriation)

TRIAL BALANCE/CASH BALANCE:

GENERAL FUND REVENUE AND EXPENDITURE CONTROL:

CLAIMS AND ACCOUNTS:

OTHER MATTERS

PUBLIC COMMENT (5-minute limit)

ADJOURNMENT

Gogebic County Board of Commissioners

Regular Meeting Minutes

July 10, 2019

County Courthouse

Bessemer, MI 49911

5:00 p.m.

CALL TO ORDER

The meeting was called to order at 5:00 p.m. by Chairman Siirila. Following the Pledge of Allegiance, roll call was taken:

ROLL CALL:

**Present: (6) Bonovetz, Bryns, Lorenson
Orlich, Peterson, Siirila**

Absent: (1) Laabs

APPROVAL OF THE MINUTES (June 26, 2019 meeting minutes)

A motion was made by Lorenson, supported by Orlich and carried by unanimous voice vote to approve the minutes as presented.

APPROVAL OF AGENDA

A motion was made by Bonovetz, supported by Bryns and carried by unanimous voice vote to approve the agenda as presented along with one addition to the Other Matters.

CITIZENS WISHING TO ADDRESS THE COUNTY BOARD ON AGENDA ITEMS

(5-minute limit)

There were none.

COMMUNICATIONS:

1. UPCAP, Jonathan Mead, Executive Director
(RE: U.P. Area Agency on Aging 2020-2022 Multi-Year Plan)

A motion was made by Bonovetz, supported by Lorenson and carried by unanimous voice vote to adopt the resolution as presented and authorize the signing of the resolution.

2. Mike Peterson
(RE: Increased Diesel Fuel costs)

A motion was made by Lorenson, supported by Peterson and carried by unanimous voice vote to receive the communication and place it on file.

OTHER MATTERS:

Agenda Addition:

Commissioner Lorenson discussed the reduced mental health services throughout the County and asked what impact this has had on the jail and the court system. The Human Services Coordinating Board is one county group that could provide answers. The board agreed this not only a county issue but a it's nationwide. **A motion** was made by Lorenson, supported by Bonovetz and carried by unanimous voice vote to have the administrator seek out the Sheriff and the Courts to provide a report on the impact within the County.

Commissioner Bonovetz mentioned that Community Action is receiving funds again this year from the Defederalized program. The county will receive 50% of those funds.

Gogebic County Board of Commissioners

Regular Meeting Minutes

July 10, 2019

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ADMINISTRATOR UPDATES:

County Administrator Juliane Giackino gave update on the FY19 budget and FY20 budget worksheets. She hopes to provide a recommended FY20 budget by mid-August. She continues to work on the Medical Examiner issue. She is working on an application through our Workers Comp company for a safety grant.

Chairman Siirila mentioned he, along with Giackino and Treasurer Lisa Hewitt had a good meeting with representatives of Ironwood Township to discuss the 2016 taxes still owed to the County, Ironwood Area Schools and the ISD.

Bonovetz mentioned WUPPDR is conducting a survey injunction with their work on the County HAZ-Mat mitigation plan. He encouraged anyone receiving the survey request to please complete it.

PUBLIC COMMENT (5-minute limit)

Jim Simmons, newly appointed Ironwood Township Supervisor thanked the County representatives for a good meeting on the tax issue.

ADJOURNMENT

A motion was made by Peterson, supported by Bonovetz and carried by unanimous voice vote to adjourn to the call of the Chair. The meeting adjourned at 5:22 p.m.

Dan Siirila, Chairman

Gerry R. Pelissero, Clerk

COMMITTEE MEETINGS SUMMARY REPORT

1. Economic Development & Capital Improvements Committee, 6/26/19

No recommendations

2. Finance, Budgeting & Auditing Committee, 6/26/19

No recommendations

A meeting of the Gogebic County Economic Development & Capital Improvements Committee was held on Wednesday, June 26, 2019, at 3:45 p.m., Courthouse, Bessemer, Michigan.

Present: Byrns, Siirila, Lorenson

Absent: none

Also Present: Juliane Giackino, Administrator

Chairman Byrns called the meeting to order at 3:45 P.M.

The first item on the agenda was a proposal from Angelo Luppino Incorporated for a repair of the chimney.

Several months ago, the chimney had bricks let loose once again since the lightening strike several years ago. A representative from Angelo Luppino Incorporated and a representative from KBK Service Incorporated out of Ashland, Wisconsin came down and looked at the chimney and was also asked if the current boilers should be replaced at the time of this project. Chris Kontney from KBK stated that the boilers had life left in them and did not need to be replaced. A proposal was received from Angelo Luppino Incorporated for the work combining KBK's services and Luppino's services. The committee reviewed and discussed the proposal. They felt that they would like to receive another proposal. The Administrator indicated that Mukavitz Heating Incorporated had come into the building and had also looked at the project and concurred that the boiler did not need to be replaced. The steel liner needed to be inserted into the chimney and boiler stack included and was of the same opinion of Luppino and/or KBK was however nothing had been received in writing from Mukavitz regarding this proposal.

The committee members felt that they would like to see another proposal and toured the outside as well as the boiler room. The committee members felt that they would like to see the exhaust go out the side rather than go straight up.

The Administrator indicated that the boiler is a high condensing unit and much steam would be exerted into the alley side of the Courthouse and would not be appropriate therefore, the chimney had to be lined and a boiler stack included.

A motion by Mr. Lorenson, supported by Mr. Siirila to request one more proposal possibly from Nasi Construction and report back to the committee.

Also, the Administrator was requested to see if Luppino could itemize the proposal.

The next item on the agenda was the project to resolve the leak in the Veteran's office. The Administrator indicated that this has been happening over the years periodically.

Commissioner Byrns had met with maintenance this morning and discussed the options available. He indicated that potentially sloping blacktop towards the alley possibly removing the grass and/or blacktopping that so the water runs away from the building would prevent that problem as well as taking the blacktop around the corner to the entrance where another water problem had occurred over the past spring which would need blacktop to slope away water from the building.

The committee discussed removing the grass entirely on the east side of the building where the dumpsters are located. Graveling that area and then putting crushed blacktop on top of that and letting that set for one year and then look at possible blacktop. Also, removing the sidewalk and the curb may also assist in this problem of water. The curb and sidewalk need repair as well so removing the entire area would be an asset.

The Administrator indicated that she would attempt to get some proposals regarding that project.

Under "Other Matters", the Administrator indicated that there were a couple of projects that need to be focused on in the upcoming years. One being the flat roof of the courthouse needs replacement as it is quite old along with the lower garage at the Natural Resource Center needs a new roof.

Commissioner Lorenson indicated that the Search and Rescue may be putting heat in a couple of the stalls down there for their equipment and asked if the Administrator could have maintenance look at the garage door that is not staying in the up position appropriately.

The Administrator indicated that she would do so.

There were no further "Other Matters".

There were no "Public Comments".

A motion by Mr. Lorenson, supported by Mr. Siirila to adjourn. Motion carried.

Jim Byrns, Chairman
Economic Development & Capital Improvements Committee

A meeting of the Gogebic County Finance, Budgeting and Auditing Committee was held on Wednesday, June 26, 2019, at 4:30 p.m., Courthouse, Bessemer, Michigan

Present: Peterson, Orlich, Bonovetz, Laabs, Siirila, Byrns, Lorenson

Absent: none

Also Present: Juliane Giackino, Administrator; Gerry Pelissero, Clerk/Register; Michael Pope, Circuit Court Judge; Heidi DeRosso, Emergency Management/911 Coordinator; Pete Matonich, Sheriff; Brandon Tauer, Security/IT; Kathy Jo Koval, Equalization Director; Lisa Hewitt, Treasurer

Chairman Peterson called the meeting to order at 4:30 p.m.

Claims and accounts was the first item on the agenda.

The Chairman indicated that there were several claims that needed to be added.

One was from Computer Doctors, one was from Rackspace and the other was from PCM-G, all being IT related.

A motion by Mr. Bonovetz, supported by Mr. Lorenson to approve the claims as presented along with the prepaids and the add-ons to Computer Doctors for \$2,993.00, Rackspace for \$850.28, and PCM-G for \$196.97. Ayes 7, nays 0, absent 0. Motion carried.

The next item on the agenda was Judge Talaska regarding a budget amendment. Judge Talaska was requesting to speak with the committee regarding a budget amendment in the General Fund line item for the Probate Court Indigent fees. She indicated that when she took office in January, there had been a bill received by the former Judge in December of 2018, which included a number of passed due bills from prior cases totaling \$47,462.99. They were all submitted at one time. One of the bills included a 5-year neglect and abuse case, which was \$13,000.00 when the case ended. The Judge indicated she had her staff review the bills, review the dates of the hearings and indicated that several items were questionable and that was reduced to \$46,699.92. She indicated she had worked out with the Attorney offering to request payment from the county board of 2/3 of that amount or \$30,406.15. She indicated that the particular line item will be overspent with payment of that bill. With this incident taking place, the judges put a policy in effect whereby cases have time frames in which they must be billed to the courts. The type of case determines the time frame. This policy should prevent this from occurring in the future.

A lengthy discussion took place.

The Clerk indicated that the committee should approve the payment and a budget amendment would be presented in July.

A motion by Mr. Bonovetz, supported by Mr. Lorenson to authorize payment of the \$30,406.15 to the appropriate attorney and to thank the court staff and the judges for review of the existing bills and now having a policy in place. Ayes 7, nays 0, absent 0. Motion carried.

The next item on the agenda was the Administrator regarding the Ambulance Millage. The Administrator indicated that since the error was discovered, discussions have taken place with department heads and board members regarding the ambulance millage. The ambulance contract is currently being paid with Forestry Funds put into the Ambulance Fund as those funds will not be collected until February of 2020. The Administrator was requesting the committee to make a motion that when monies for the millage start being collected that the monies be appropriately transferred to the Forestry and Parks Commission back to their fund. Discussions will take place with the auditors to insure this.

A short discussion ensued.

A motion by Mr. Siirila, supported by Mr. Bonovetz to authorize the millage monies to be appropriately transferred into the Forestry and Parks Commission for the collection of the Ambulance millage. Ayes 7, nays 0, absent 0. Motion carried.

The next item on the agenda was a letter from the Administrator regarding the FY20 Liquor Tax request.

NorthCare Network had attached a liquor tax funding form. The Administrator indicated that this funds the Drug Court operations including supplies, materials and trainings as well as programs. The Regional Coordinator has put this request together. The Administrator was asking for approval of this request and a letter would be sent to NorthCare Network indicating that the request had been acknowledged and supported for such funds.

A motion by Mr. Bonovetz, supported by Mr. Siirila to approve the FY20 Liquor Tax Funds request as presented with the appropriate documents forwarded to NorthCare Network. Ayes 7, nays 0, absent 0. Motion carried.

Under "Other Matters", there were no updates on agency/committee or Board appointments.

There were no "Public Comments".

A motion by Mr. Siirila, supported by Mr. Bonovetz to adjourn. Motion carried.

**George Peterson III, Chairman
Finance, Budgeting, and Auditing Committee**



Michigan Department of Natural Resources - Grants Management

**Michigan Natural Resources Trust Fund
Development Project Agreement**

Project Number : TF18-0184

Project Title : Bessemer to Ramsay Iron Belle Trail Project

This Agreement is between the Michigan Department of Natural Resources for and on behalf of the State of Michigan ("DEPARTMENT") and the Gogebic County IN THE COUNTY OF Gogebic County ("GRANTEE"). The DEPARTMENT has authority to issue grants to local units of government for the development of public outdoor recreation facilities under Part 19 of the Natural Resources and Environmental Protection Act, Act 451 of 1994, as amended. The GRANTEE has been approved by the Michigan Natural Resources Trust Fund (MNRTF) Board of Trustees (BOARD) to receive a grant. In PA **12 of 2019**, the Legislature appropriated funds from the MNRTF to the DEPARTMENT for a grant-in-aid to the GRANTEE. As a precondition to the effectiveness of the Agreement, the GRANTEE is required to sign the Agreement and return it to the DEPARTMENT with the necessary attachments by **07/14/2019**.

1. The legal description of the project area (APPENDIX A); boundary map of the project area (APPENDIX B); and Recreation Grant application bearing the number **TF18-0184** (APPENDIX C) are by this reference made part of this Agreement. The Agreement together with the referenced appendices constitute the entire Agreement between the parties and may be modified only in writing and executed in the same manner as the Agreement is executed.
2. The time period allowed for project completion is **05/15/2019 through 05/31/2021**, hereinafter referred to as the "project period." Requests by the GRANTEE to extend the project period shall be made in writing before the expiration of the project period. Extensions to the project period are at the discretion of the DEPARTMENT. The project period may be extended only by an amendment to this Agreement.
3. This Agreement shall be administered on behalf of the DEPARTMENT through Grants Management. All reports, documents, or actions required of the GRANTEE shall be submitted through the MiRecGrants website unless otherwise instructed by the DEPARTMENT.
4. The words "project area" shall mean the land and area described in the attached legal description (APPENDIX A) and shown on the attached boundary map (APPENDIX B).
5. The words "project facilities" shall mean the following individual components, as further described in APPENDIX C.
 - Trail 8' wide or more
 - Signage
 - Bench(es)
 - Trash Bin(s)
 - Recycle Bin(s)
 - Picnic Table(s)
6. The DEPARTMENT agrees as follows:
 - a. To grant to the GRANTEE a sum of money equal to **Twenty-One (21%) Percent of One Million**

Four Hundred Twenty Eight Thousand Five Hundred (\$1,428,500.00) dollars and Zero Cents, which is the total eligible cost of construction of the project facilities including engineering costs, but in any event not to exceed **Two Hundred Ninety Nine Thousand Nine Hundred (\$299,900.00) dollars and Zero Cents**.

- b. To grant these funds in the form of reimbursements to the GRANTEE for eligible costs and expenses incurred as follows:
- i. Payments will be made on a reimbursement basis at **Twenty-One (21%) Percent** of the eligible expenses incurred by the GRANTEE up to 90% of the maximum reimbursement allowable under the grant.
 - ii. Reimbursement will be made only upon DEPARTMENT review and approval of a complete reimbursement request submitted by the GRANTEE through the MiRecGrants website, including but not limited to copies of invoices, cancelled checks, and/or list of force account time and attendance records.
 - iii. The DEPARTMENT shall conduct an audit of the project's financial records upon approval of the final reimbursement request by DEPARTMENT staff. The DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for reimbursement.
 - iv. Final payment will be released upon completion of a satisfactory audit by the DEPARTMENT and documentation that the GRANTEE has erected an MNRTF sign in compliance with Section 7(j) of this Agreement.

7. The GRANTEE agrees as follows:

- a. To immediately make available all funds needed to incur all necessary costs required to complete the project and to provide **One Million One Hundred Twenty Eight Thousand Six Hundred (\$1,128,600.00) dollars and Zero Cents** in local match. This sum represents **Seventy-Nine(79%) Percent** of the total eligible cost of construction including engineering costs. Any cost overruns incurred to complete the project facilities called for by this Agreement shall be the sole responsibility of the GRANTEE.
- b. With the exception of engineering costs as provided for in Section 8, to incur no costs toward completion of the project facilities before execution of this Agreement and before written DEPARTMENT approval of plans, specifications and bid documents.
- c. To complete construction of the project facilities to the satisfaction of the DEPARTMENT and to comply with the development project procedures set forth by the DEPARTMENT in completion of the project, including but not limited to the following:
 - i. Retain the services of a professional architect, landscape architect, or engineer, registered in the State of Michigan to serve as the GRANTEE'S Prime Professional. The Prime Professional shall prepare the plans, specifications and bid documents for the project and oversee project construction.

- ii. Within 180 days following execution of this Agreement by the GRANTEE and the DEPARTMENT and before soliciting bids or quotes or incurring costs other than costs associated with the development of plans, specifications, or bid documents, provide the DEPARTMENT with plans, specifications, and bid documents for the project facilities, sealed by the GRANTEE'S Prime Professional.
 - iii. Upon written DEPARTMENT approval of plans, specifications and bid documents, openly advertise and seek written bids for contracts for purchases or services with a value equal to or greater than \$10,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
 - iv. Upon written DEPARTMENT approval of plans, specifications and bid documents, solicit three (3) written quotes for contracts for purchases or services between \$2,500 and \$10,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
 - v. Maintain detailed written records of the contracting processes used and to submit these records to the DEPARTMENT upon request.
 - vi. Complete construction to all applicable local, state and federal codes, as amended; including the federal Americans with Disabilities Act (ADA) of 2010, as amended; the Persons with Disabilities Civil Rights Act, Act 220 of 1976, as amended; the Playground Equipment Safety Act, P.A. 16 of 1997, as amended; and the Utilization of Public Facilities by Physically Limited Act, P.A. 1 of 1966, as amended; the Elliott-Larsen Civil Rights Acts, Act 453 of 1976, as amended.
 - vii. Bury all new telephone and electrical wiring within the project area.
 - viii. Correct any deficiencies discovered at the final inspection within 90 days of written notification by the DEPARTMENT. These corrections shall be made at the GRANTEE'S expense and are eligible for reimbursement at the discretion of the DEPARTMENT and only to the degree that the GRANTEE'S prior expenditures made toward completion of the project are less than the grant amount allowed under this Agreement.
- ~~d. To operate the project facilities for a minimum of their useful life as determined by the DEPARTMENT, to regulate the use thereof to the satisfaction of the DEPARTMENT, and to appropriate such monies and/or provide such services as shall be necessary to provide such adequate maintenance.~~
- e. To provide to the DEPARTMENT for approval, a complete tariff schedule containing all charges to be assessed against the public utilizing the project area and/or any of the facilities constructed thereon, and to provide to the DEPARTMENT for approval, all amendments thereto before the effective date of such amendments. Preferential membership or annual permit systems are prohibited on grant assisted sites, except to the extent that differences in admission and other fees may be instituted on the basis of residence. Nonresident fees shall not exceed twice that charged residents. If no resident fees are charged, nonresident fees may not exceed the rate charged residents at other comparable state and local public recreation facilities.
 - f. To adopt such ordinances and/or resolutions as shall be required to effectuate the provisions of this Agreement; certified copies of all such ordinances and/or resolutions adopted for such

purposes shall be forwarded to the DEPARTMENT before the effective date thereof.

- g. To separately account for any revenues received from the project area which exceed the demonstrated operating costs and to reserve such surplus revenues for the future maintenance and/or expansion of the GRANTEE'S park and outdoor recreation program.
 - h. To furnish the DEPARTMENT, upon request, detailed statements covering the annual operation of the project area and/or project facilities, including income and expenses and such other information the DEPARTMENT might reasonably require.
 - i. To maintain the premises in such condition as to comply with all federal, state, and local laws which may be applicable and to make any and all payments required for all taxes, fees, or assessments legally imposed against the project area.
 - j. To erect and maintain a sign on the property which designates this project as one having been constructed with the assistance of the MNRTF. The size, color, and design of this sign shall be in accordance with DEPARTMENT specifications.
 - k. To conduct a dedication/ribbon-cutting ceremony as soon as possible after the project is completed and the MNRTF sign is erected within the project area. At least 30 days prior to the dedication/ribbon-cutting ceremony, the DEPARTMENT must be notified in writing of the date, time, and location of the dedication/ribbon-cutting ceremony. GRANTEE shall provide notice of ceremony in the local media. Use of the grant program logo and a brief description of the program are strongly encouraged in public recreation brochures produced by the GRANTEE. At the discretion of the DEPARTMENT, the requirement to conduct a dedication/ribbon-cutting ceremony may be waived.
8. Only eligible costs and expenses incurred toward completion of the project facilities after execution of the Project Agreement shall be considered for reimbursement under the terms of this Agreement. Eligible engineering costs incurred toward completion of the project facilities beginning January 1, **2019** and throughout the project period are also eligible for reimbursement. Any costs and expenses incurred after the project period shall be the sole responsibility of the GRANTEE.
9. To be eligible for reimbursement, the GRANTEE shall comply with the DEPARTMENT requirements. At a minimum, the GRANTEE shall:
- a. Submit a written progress report every 180 days during the project period.
 - b. Submit complete requests for partial reimbursement when the GRANTEE is eligible to request at least 25 percent of the grant amount and construction contracts have been executed or construction by force account labor has begun.
 - c. Submit a complete request for final reimbursement within 90 days of project completion and no later than **08/31/2021**. If the GRANTEE fails to submit a complete final request for reimbursement by **08/31/2021**, the DEPARTMENT may audit the project costs and expenses and make final payment based on documentation on file as of that date or may terminate this Agreement and require full repayment of grant funds by the GRANTEE.
10. During the project period, the GRANTEE shall obtain prior written authorization from the DEPARTMENT

before adding, deleting or making a significant change to any of the project facilities as proposed. Approval of changes is solely at the discretion of the DEPARTMENT. Furthermore, following project completion, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before implementing a change that significantly alters the project facilities as constructed and/or the project area, including but not limited to discontinuing use of a project facility or making a significant change in the recreational use of the project area. Changes approved by the DEPARTMENT pursuant to this Section may also require prior approval of the BOARD, as determined by the DEPARTMENT.

11. All project facilities constructed or purchased by the GRANTEE under this Agreement shall be placed and used at the project area and solely for the purposes specified in APPENDIX C and this Agreement.
12. The project area and all facilities provided thereon and the land and water access ways to the project facilities shall be open to the general public at all times on equal and reasonable terms. No individual shall be denied ingress or egress thereto or the use thereof on the basis of sex, race, color, religion, national origin, residence, age, height, weight, familial status, marital status, or disability.
- ~~13. Unless an exemption has been authorized by the DEPARTMENT pursuant to this Section, the GRANTEE hereby represents that it possesses fee simple title, free of all liens and encumbrances, to the project area. The fee simple title acquired shall not be subject to: 1) any possibility of reverter or right of entry for condition broken or any other executory limitation which may result in defeasance of title or 2) to any reservations or prior conveyance of coal, oil, gas, sand, gravel or other mineral interests. For any portion of the project area that the GRANTEE does not possess in fee simple title, the GRANTEE hereby represents that it has:
 - ~~a. Supplied the DEPARTMENT with an executed copy of the approved lease or easement, and~~
 - ~~b. Confirmed through appropriate legal review that the terms of the lease or easement are consistent with GRANTEE'S obligations under this Agreement and will not hinder the GRANTEE'S ability to comply with all requirements of this Agreement. In no case shall the lease or easement tenure be less than 20 years from the date of execution of this Agreement.~~~~
14. The GRANTEE shall not allow any encumbrance, lien, security interest, mortgage or any evidence of indebtedness to attach to or be perfected against the project area or project facilities included in this Agreement.
15. None of the project area, nor any of the project facilities constructed under this Agreement, shall be wholly or partially conveyed in perpetuity, either in fee, easement or otherwise, or leased for a term of years or for any other period, nor shall there be any whole or partial transfer of the lease title, ownership, or right of maintenance or control by the GRANTEE except with the written approval and consent of the DEPARTMENT. The GRANTEE shall regulate the use of the project area to the satisfaction of the DEPARTMENT.
16. The assistance provided to the GRANTEE as a result of this Agreement is intended to have a lasting effect on the supply of outdoor recreation, scenic beauty sites, and recreation facilities beyond the financial contribution alone and permanently commits the project area to Michigan's outdoor recreation estate, therefore:
 - a. The GRANTEE agrees that the project area or any portion thereof will not be converted to other than public outdoor recreation use without prior written approval by the DEPARTMENT and the

BOARD and implementation of mitigation approved by the DEPARTMENT and the BOARD, including but not limited to replacement with land of similar recreation usefulness and fair market value.

- b. Approval of a conversion shall be at the sole discretion of the DEPARTMENT and the BOARD.
- c. Before completion of the project, the GRANTEE and the DEPARTMENT may mutually agree to alter the project area through an amendment to this Agreement to provide the most satisfactory public outdoor recreation area.

17. Should title to the lands in the project area or any portion thereof be acquired from the GRANTEE by any other entity through exercise of the power of eminent domain, the GRANTEE agrees that the proceeds awarded to the GRANTEE shall be used to replace the lands and project facilities affected with outdoor recreation lands and project facilities of equal or greater fair market value, and of reasonably equivalent usefulness and location. The DEPARTMENT and BOARD shall approve such replacement only upon such conditions as it deems necessary to assure the replacement by GRANTEE of other outdoor recreation properties and project facilities of equal or greater fair market value and of reasonably equivalent usefulness and location. Such replacement land shall be subject to all the provisions of this Agreement.

18. The GRANTEE acknowledges that:

- a. The GRANTEE has examined the project area and has found the property safe for public use or actions will be taken by the GRANTEE before beginning the project to assure safe use of the property by the public, and

~~b. The GRANTEE is solely responsible for development, operation, and maintenance of the project area and project facilities, and that responsibility for actions taken to develop, operate, or maintain the property is solely that of the GRANTEE, and~~

~~c. The DEPARTMENT'S involvement in the premises is limited solely to the making of a grant to assist the GRANTEE in developing same.~~

19. The GRANTEE assures the DEPARTMENT that the proposed State-assisted action will not have a negative effect on the environment and, therefore, an Environmental Impact Statement is not required.

20. The GRANTEE hereby acknowledges that this Agreement does not require the State of Michigan to issue any permit required by law to construct the outdoor recreational project that is the subject of this Agreement. Such permits include, but are not limited to, permits to fill or otherwise occupy a floodplain, and permits required under Parts 301 and 303 of the Natural Resources and Environmental Protection Act, Act 451 of the Public Acts 451 of 1994, as amended. It is the sole responsibility of the GRANTEE to determine what permits are required for the project, secure the needed permits and remain in compliance with such permits.

21. Before the DEPARTMENT will approve plans, specifications, or bid documents; or give written approval to the GRANTEE to advertise, seek quotes, or incur costs for this project, the GRANTEE must provide documentation to the DEPARTMENT that indicates either:

- a. It is reasonable for the GRANTEE to conclude, based on the advice of an environmental

consultant, as appropriate, that no portion of the project area is a facility as defined in Part 201 of the Michigan Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended;
or

- b. If any portion of the project area is a facility, documentation that Department of Natural Resources-approved response actions have been or will be taken to make the site safe for its intended use within the project period, and that implementation and long-term maintenance of response actions will not hinder public outdoor recreation use and/or the resource protection values of the project area.

22. If the DEPARTMENT determines that, based on contamination, the project area will not be made safe for the planned recreation use within the project period, or another date established by the DEPARTMENT in writing, or if the DEPARTMENT determines that the presence of contamination will reduce the overall usefulness of the property for public recreation and resource protection, the grant may be cancelled by the MNRTF Board with no reimbursement made to the GRANTEE.

23. The GRANTEE shall acquire and maintain insurance which will protect the GRANTEE from claims which may arise out of or result from the GRANTEE'S operations under this Agreement, whether performed by the GRANTEE, a subcontractor or anyone directly or indirectly employed by the GRANTEE, or anyone for whose acts may hold them liable. Such insurance shall be with companies authorized to do business in the State of Michigan in such amounts and against such risks as are ordinarily carried by similar entities, including but not limited to public liability insurance, worker's compensation insurance or a program of self-insurance complying with the requirements of Michigan law. The GRANTEE shall provide evidence of such insurance to the DEPARTMENT at its request.

~~24. Nothing in this Agreement shall be construed to impose any obligation upon the DEPARTMENT to operate, maintain or provide funding for the operation and/or maintenance of any recreational facilities in the project area.~~

25. The GRANTEE hereby represents that it will defend any suit brought against either party which involves title, ownership, or any other rights, whether specific or general rights, including appurtenant riparian rights, to and in the project area of any lands connected with or affected by this project.

~~26. The GRANTEE is responsible for the use and occupancy of the premises, the project area and the facilities thereon. The GRANTEE is responsible for the safety of all individuals who are invitees or licensees of the premises. The GRANTEE will defend all claims resulting from the use and occupancy of the premises, the project area and the facilities thereon. The DEPARTMENT is not responsible for the use and occupancy of the premises, the project area and the facilities thereon.~~

27. Failure by the GRANTEE to comply with any of the provisions of this Agreement shall constitute a material breach of this Agreement.

28. Upon breach of the Agreement by the GRANTEE the DEPARTMENT, in addition to any other remedy provided by law, may:

- a. Terminate this Agreement; and/or
- b. Withhold and/or cancel future payments to the GRANTEE on any or all current recreation grant

projects until the violation is resolved to the satisfaction of the DEPARTMENT; and/or

- c. Withhold action on all pending and future grant applications submitted by the GRANTEE under the Michigan Natural Resources Trust Fund and the Land and Water Conservation Fund; and/or
- d. Require repayment of grant funds already paid to GRANTEE.
- e. Require specific performance of the Agreement.

29. The GRANTEE agrees that the benefit to be derived by the State of Michigan from the full compliance by the GRANTEE with the terms of this Agreement is the preservation, protection and the net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State of Michigan by way of assistance under the terms of this Agreement. The GRANTEE agrees that after final reimbursement has been made to the GRANTEE, repayment by the GRANTEE of grant funds received would be inadequate compensation to the State for any breach of this Agreement. The GRANTEE further agrees therefore, that the appropriate remedy in the event of a breach by the GRANTEE of this Agreement after final reimbursement has been made shall be the specific performance of this Agreement.
30. Prior to the completion of the project facilities, the GRANTEE shall return all grant money if the project area or project facilities are not constructed, operated or used in accordance with this Agreement.
31. The GRANTEE agrees 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, familial status or disability that is unrelated to the person's ability to perform the duties of a particular job or position. The GRANTEE further agrees that any subcontract shall contain non-discrimination provisions which are not less stringent than this provision and binding upon any and all subcontractors. A breach of this covenant shall be regarded as a material breach of this Agreement.
32. The DEPARTMENT shall terminate and recover grant funds paid if the GRANTEE or any subcontractor, manufacturer, or supplier of the GRANTEE appears in the register compiled by the Michigan Department of Labor and Economic Growth pursuant to Public Act No. 278 of 1980.
33. The GRANTEE may not assign or transfer any interest in this Agreement without prior written authorization of the DEPARTMENT.
34. The rights of the DEPARTMENT under this Agreement shall continue in perpetuity.
35. The Agreement may be executed separately by the parties. This Agreement is not effective until:
- a. The GRANTEE has signed the Agreement and returned it together with the necessary attachments within 60 days of the date the Agreement is issued by the DEPARTMENT, and

b. The DEPARTMENT has signed the Agreement. IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, on this date.

Approved by resolution (true copy attached) of the _____,
date

_____ meeting of the _____.
(special or regular) (name of approving body)

GRANTEE

SIGNED:

By: _____

Print Name: _____

Title: _____

Date: _____

Grantee's Federal ID#

38-6004851

List of Appendices:

Appendix A: Phase 3 Legal Description

Appendix B: Project Boundary Map

Appendix C: Submitted Trust Fund Application

Appendix D: Executed Lease with Attachments

Appendix E: Easement to GCRC

Appendix F: GCRC-MWGTA Phase 3 Agreement

Appendix G: GC-MWGTA Phase 3 Agreement

Appendix H: Summary of Project Agreements

Appendix I: Memo of Understanding from MDNR

MICHIGAN DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENT

SIGNED:

By: _____

Dan Lord

Title: Manager, Grants Management

Date: _____



GOGEBIC COUNTY FAIR

648 W. Cloverland Drive, Ironwood, MI 49938 • (906) 932-2700 • gogebiccountyfair.com

July 8, 2019



Gogebic County Board of Commissioners
200 N. Moore St.
Bessemer, MI 49911

Gentlemen:

The Fair Board submits its annual request that you would please consider advancing funds to cover pre-fair vouchers for costs related to fair operations. These funds would, of course, be repaid by fair receipts as has been done in past years.

Thank you for your consideration of this matter.

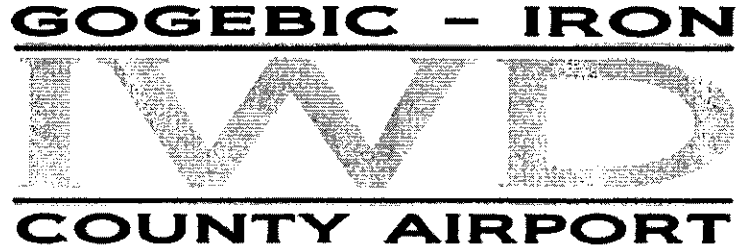
Sincerely,

A handwritten signature in black ink that reads "James A. Lorensen".

James Lorensen
Chairman

Mike Harma
Manager
airport@gogebiccountymi.gov

E5560 Airport Road
Ironwood, Michigan 49938



Kristi Freeman
Confidential Secretary
iwdairport@gogebiccountymi.gov

Phone: (906) 932-3121
Fax: (906) 932-4401

July 12, 2019

Gogebic County Board of Commissioners
Gogebic County Courthouse
200 N. Moore St.
Bessemer, Michigan 49911

Board of Commissioners,

On behalf of the Gogebic-Iron County Airport Board, I am requesting the FY2019 fourth quarter appropriations be transferred to the Airport Capital Outlay Fund and Airport Operating Fund.

Thank you for your continued support of the Gogebic-Iron County Airport.

Sincerely,

Mike Harma
Airport Manager -IWD

Gogebic-Iron County Airport Board

Joe Bonovetz, Chairman • Pat Hanson • Brandon Snyder • Tom Laabs • James Lorenson

www.flyfromironwood.com