



**Board of Trustee Meeting Attendance
April 2020**

Monthly Stipend:

Dr. Harold Ripple	\$100.00
Shirley Younggren	\$100.00
Jim Loman	\$100.00
Carole LaPointe	\$100.00
Cathy Wadaga	\$100.00
Courtney Jones	\$100.00
Kate Beer	\$100.00

Board Briefing:
No briefing held

Special Board Meeting of 4-14-20

Held Virtually:

Dr. Harold Ripple	\$30.00	<i>not rowed</i>
Shirley Younggren	\$30.00	
Jim Loman	\$30.00	
Carole LaPointe	\$30.00	
Cathy Wadaga	\$30.00	
Courtney Jones	\$30.00	
Kate Beer	\$30.00	

Regular Board Meeting of 4-21-20

Held Virtually:

Dr. Harold Ripple	\$30.00	<i>not rowed</i>
Shirley Younggren	\$30.00	
Jim Loman	\$30.00	
Carole LaPointe	\$30.00	
Cathy Wadaga	\$30.00	
Courtney Jones	\$30.00	
Kate Beer	\$30.00	

*ML
4-22-2020*

1120

County(ies) Where the Local Government Unit Levies Taxes: **BARAGA COUNTY**
 Local Government Unit Requesting Millage Levy: **BARAGA COUNTY**
 2020 Taxable Value of ALL Properties in the Unit as of 5-26-2020: **292,374,267**
 For LOCAL School Districts: 2020 Taxable Value excluding Principal Residence, Qualified Agricultural, Qualified Forest, Industrial Personal and Commercial Personal Properties:

This form must be completed for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL Sec 211.119. The following tax rates have been authorized for levy on the 2020 tax roll.

(1) Source	(2) Purpose of Millage	(3) Date of Election	(4) Original Millage Authorized by Election Charter, etc.	(5) ** 2019 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(6) 2020 Current Year "Headlee" Millage Reduction Fraction	(7) 2020 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(8) Sec. 211.34 Truth in Assessing or Equalization Millage Rollback Fraction	(9) Maximum Allowable Millage Levy *	(10) Millage Requested to be Levied July 1	(11) Millage Requested to be Levied Dec. 1	(12) Expiration Date of Millage Authorized
ALLOC	OPER	2014	8.6000	8.5957	1.0000	8.5957	1.0000	8.5957	8.5957		UNLIM
VOTED	SENIORS	2016	1.0000	0.9995	1.0000	0.9995	1.0000	0.9995	0.9995		2022
VOTED	ROADS	2016	2.0000	1.9990	1.0000	1.9990	1.0000	1.9990	1.9990		2021

Prepared by: **PAT OSTERMAN** Telephone Number: **(906) 524-6100** Title of Preparer: **EQUALIZATION DIRECTOR** Date: **4-28-2020**

CERTIFICATION: As the representatives for the local government unit named above, we certify that these requested tax levy rates have been reduced, if necessary to comply with the state constitution (Article 9, Section 31), and that the requested levy rates have also been reduced, if necessary, to comply with MCL Sections 211.24e, 211.34 and, for LOCAL school districts which levy a Supplemental (Hold Harmless) Millage, 380.1211(3).

Clerk Signature: *Wendy J. Goodreau* Print Name: **Wendy J. Goodreau** Date: _____
 Secretary Signature: _____ Print Name: _____ Date: _____
 Chairperson Signature: _____ Print Name: _____ Date: _____
 President Signature: _____ Print Name: _____ Date: _____

* Under Truth in Taxation, MCL Section 211.24e, the governing body may decide to levy a rate which will not exceed the maximum authorized rate allowed in column 9. The requirements of MCL 211.24e must be met prior to levying an operating levy which is larger than the base tax rate but not larger than the rate in column 9.

** **IMPORTANT:** See instructions on page 2 regarding where to find the millage rate used in column (5).

Local School District Use Only. Complete if requesting millage to be levied. See STC Bulletin 2 of 2020 for instructions on completing this section.	Rate
Total School District Operating Rates to be Levied (HHS/Supp and NH Oper ONLY)	
For Principal Residence, Qualified Ag, Qualified Forest and Industrial Personal	
For Commercial Personal	
For all Other	

PROFESSIONAL SERVICES AGREEMENT
2020 Grant
Monumentation and Remonumentation

This AGREEMENT is made this 11th day of May, 2020 by and between the County of Baraga, L'Anse, MI 49946 and U.P. Engineers & Architects, Inc. (SURVEYOR), 100 Portage Street, Houghton, MI 49931 (ADDRESS).

Section 1 - Scope of Work

1.1 Basic Services

1.1.1 The SURVEYOR will provide all services and equipment necessary to monument / remonument the corners as describe in Exhibit A which is attached to and made part of this AGREEMENT.

1.1.2 All work will be performed pursuant to the State Survey and Remonumentation Act, Act 345 of the 1990 Michigan Public Acts and Administrative Rules promulgated thereunder and the Baraga County Monumentation and Remonumentation Plan approved by the State Remonumentation Plan Commission on June 24, 1992.

1.1.3 The SURVEYOR, when feasible, shall obtain from public and private property owners or their agents written permission to enter their premises and perform the work described in this AGREEMENT.

1.1.4 The SURVEYOR will provide monthly written progress reports to the County by the 10th day of each month, supply any corner reports for presentation to the Peer Review Group, and attend meetings when the corner reports are reviewed.

1.1.5 Upon acceptance by the COUNTY the SURVEYOR will record corners using appropriate forms and pay the applicable fees.

1.2 Additional Services

The SURVEYOR may provide additional services upon request by the COUNTY related to the Survey and Remonumentation Act including but not limited to; preparation of State progress reports, grant application (s) and Plan amendments.

Section 2 - County Responsibilities

2.1 The COUNTY shall appoint a County Representative who shall be the COUNTY's agent in the performance of this AGREEMENT.

2.2 The COUNTY will provide the SURVEYOR access to all records in its possession pertaining to the work covered by this AGREEMENT.

2.3 The COUNTY shall promptly notify the SURVEYOR of any amendments to Act 345 or changes to the Administrative Rules promulgated thereunder which may affect the provision of services.

2.4 The COUNTY will provide, at its expense, caps and monument boxes which will be used in the research and monumentation of corners pursuant to this AGREEMENT.

Section 3 - PAYMENT

3.1 The COUNTY will pay the SURVEYOR within 30 days of invoice for services rendered based on the fee schedule contained in EXHIBIT B, which is attached to and made part of this AGREEMENT.

Section 4 - Term of Agreement

4.1 This AGREEMENT shall remain in full force and effect until December 31, 2020

4.2 The SURVEYOR agrees that time is of the essence of this AGREEMENT. The work described in Exhibit A shall be commenced promptly and shall be carried on with dispatch and in such manner as to be fully and completely performed before December 31, 2020.

4.3 If the SURVEYOR is unavoidably delayed in fulfilling the Contract due to reasons listed below, the SURVEYOR may, in writing, within 7 days following the date such cause or delay occurred, request an extension of time. Extensions approved shall be as the COUNTY adjudges to be just and reasonable. Reasons for extensions are:

Delay or suspension of work by COUNTY for causes other than negligence, faulty work, failure or refusal to carry out the provisions of the contract or the orders of the COUNTY. Delays due to unforeseen causes beyond the control and without the fault or negligence of the SURVEYOR, including but not restricted to: acts of God, acts of public enemy, acts of Government, acts of the State or any political subdivision thereof, fires, floods, epidemics, labor dispute, or extraordinary delays in delivery of materials.

Section 5 - General Requirements. The SURVEYOR shall comply with the following general requirements.

5.1 The Surveyor agrees to comply with all pertinent Federal and State regulations and legislation involving civil rights, equal opportunity, and affirmative action including (but not limited to) Title VI of the Civil Rights Act of 1964, and Act No. 453, Michigan Public Acts of 1976.

5.2 The SURVEYOR and all of its subcontractors are responsible for insuring that precautions are exercised at all times for the protection of persons and property. The safety provision of all applicable laws and building and construction codes shall be observed. The SURVEYOR and its subcontractors are responsible for compliance with all Federal and State laws and municipal ordinances and regulations in any manner affecting the work in this AGREEMENT and shall at all times carefully observe and comply with all rules, ordinances and regulations.

5.3 No member of the Legislature of the State of Michigan or any individual employed by the State shall be permitted to share in this AGREEMENT or any benefit that arises therefrom.

5.4 The SURVEYOR shall report to the State Contracting Office within five days after the end of each month that this AGREEMENT is in effect the name(s), social security number(s), and amount of payment made to any former State of Michigan employee who:

- A. Retired from the State between June 2, 1984 and September 30, 1984 under the provisions of Acts 2 and 3 of the Public Acts of 1984; and
- B. Are less than 62 years of age; and
- C. Performed services purchased by the State under the provisions of this AGREEMENT during the month.

No report is required for any month during which the SURVEYOR has no employee as described above assigned to work performed under the provisions of this AGREEMENT.

5.5 SURVEYOR shall at all times be an independent contractor and shall not be agent, employee, or representative of the COUNTY. SURVEYOR shall be solely responsible for the selection, supervision, and payment (including the provision of all fringe benefits and withholding of all taxes) of all employees and subcontractors of SURVEYOR necessary to accomplish the work. No such employee of the SURVEYOR shall be an agent of COUNTY.

Permits and Regulations. The SURVEYOR shall secure and bear the cost of any permits or licenses of a temporary nature necessary for the prosecution of work.

5.6 Insurance. Prior to commencement of the work, the SURVEYOR shall purchase and maintain during the term of the project such insurance as will protect SURVEYOR and the COUNTY from claims arising out of the work described in this contract and performed by the SURVEYOR, Subcontractor(s) or Sub-subcontractor(s) consisting of the following:

Workers Compensation Insurance including Employer's Liability to cover employee injuries or disease compensable under the Workers' Compensation Statutes of the states in which work is conducted under this AGREEMENT; disability benefit laws, if any; or Federal Compensation Acts, if applicable. Self-insurance plans approved by the regulatory authorities in the state in which work on this project is performed are acceptable.

A Comprehensive General Liability policy to cover bodily injury to persons other than employees and for damage to tangible property, including loss of use thereof, including the following exposures:

All premises and operations. Explosion, collapse and underground damage Contractor's Protective coverage for independent contractors or subcontractors employed by him. The usual Personal Injury Liability endorsement with no exclusions pertaining to employment.

A Comprehensive Automobile Liability policy to cover bodily injury and property damage arising out of the ownership, maintenance or use of any motor vehicle, including owned, non-owned and hired vehicles. In light of standard policy provisions concerning (a) loading and unloading and (b) definitions pertaining to motor vehicles licensed for road use vs. unlicensed or self-propelled construction equipment, it is strongly recommended that the Comprehensive General Liability and the Comprehensive Auto Liability be written by the same insurance carriers, though not necessarily in one policy.

Notice of Cancellation or Intent not to Renew. Policies will be endorsed to provide that at least 30 days written notice shall be given to the COUNTY of cancellation or of intent not to renew.

Evidence of Coverage. The COUNTY reserves the right to request complete Certificates of Insurance if deemed necessary to ascertain details of coverage.

Limits of Liability. The required limits for insurance coverage requested shall be not less than the following:

Comprehensive General Liability

Bodily Injury – Each Occurrence	\$500,000
Bodily Injury – Aggregate (Completed Operations)	\$500,000
Property Damage – Each Occurrence	\$100,000
Property Damage – Aggregate or Combined single limit	\$1,000,000

Comprehensive Automobile Liability

Bodily Injury	\$300,000
Property Damage or Combined single limit	\$100,000 \$1,000,000

5.7 Labor Laws and Ordinances. The SURVEYOR shall obey and abide by all the laws of the State of Michigan relating to the employment of labor on public work and all the laws and requirements of the COUNTY regulating or applying to public improvements.

Section 6 – Arbitration.

All matters in dispute arising from this AGREEMENT shall be promptly submitted to arbitration upon demand by either party to the dispute. The SURVEYOR shall not delay the work because arbitration proceedings are pending, unless he shall have written permission from the COUNTY to do so and such delay shall not extend beyond the time when the arbitrators shall have an opportunity to determine whether the work shall continue or be suspended pending decision by the arbitrators of such a dispute.

No one shall be qualified to act as an arbitrator who has directly or indirectly any financial interest in the SURVEYOR or has any business or family relationship with the COUNTY or SURVEYOR. Each arbitrator selected shall be qualified by experience and knowledge of the work involved in the matter to be submitted to arbitration.

Arbitration shall be in accordance with the procedure and standards of the American Arbitration Association.

Section 7 - Assignment

The SURVEYOR may not assign this AGREEMENT without the consent of the COUNTY.

Section 8 - Ownership of Documents

All documents, reports and certificates prepared by the SURVEYOR with respect to work performed under this AGREEMENT shall be made available to the COUNTY prior to payment for any portion of the work. Upon final payment for any portion of the work copies of all such records shall be delivered to the COUNTY.

Section 9 –

COUNTY and SURVEYOR, and respective partners, successors, executors, assigns and legal representatives of each are bound by this AGREEMENT to the other party of this AGREEMENT and to the partners, successors, administrators, assigns and legal representatives of such other party in respect of all covenants, agreements and obligations of this AGREEMENT.

Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than COUNTY and SURVEYOR.

Section 10 –

This AGREEMENT constitutes the entire AGREEMENT between COUNTY and SURVEYOR and supersedes all prior written or oral understandings between them. This AGREEMENT may only be amended, supplemented, modified or cancelled by a duly executed, written instrument.

Section 11 –

The *Locus* of this AGREEMENT is Baraga County, Michigan. This AGREEMENT shall be interpreted in accordance with the laws of the State of Michigan.

In witness whereof, the parties hereto have made and executed this AGREEMENT as of the day and year first written above.

FOR THE COUNTY

FOR THE SURVEYOR

CHAIRMAN

AUTHORIZED REPRESENTATIVE

DATE

DATE

2020 REMONUMENTATION PLAN

U.P. Engineers & Architects Inc.

T49N-R34W
L'ANSE TOWNSHIP

CORNERS TO BE TRAVERSED AND MONUMENTED AND RESEARCHED.

MARKER POSTS =22

MONUMENTS = 22

I2,I3,I4,I5,I6,I7,I8
J3,J5,J7,
K2,K3,K4,K5,K6,
L3,L5
M2,M3,M4,M5,M6

5 COMMON CORNERS: L'ANSE TOWNSHIP T49N-R33W

A2,A3,A4,A5,A6

TOTAL = 22 CORNERS TO BE TRAVERSED AND MONUMENTED AND RESEARCHED.

TOTAL ALL CORNERS FOR THIS CONTRACT INCLUDING COMMON CORNERS = 27 CORNERS TO BE TRAVERSED AND MONUMENTED AND RESEARCHED.

22 CORNERS @ \$1,375 ea. = \$30,250.00

PROFESSIONAL SERVICES AGREEMENT
2020 Grant
Monumentation and Remonumentation

This AGREEMENT is made this 11th day of May, 2020 by and between the County of Baraga, L'Anse, MI 49946 and Chris Nielson (CHN Surveying) (SURVEYOR), 19582 McKinley Street, Hancock, MI 49930 (ADDRESS).

Section 1 - Scope of Work

1.1 Basic Services

1.1.1 The SURVEYOR will provide all services and equipment necessary to monument / remonument the corners as describe in Exhibit A which is attached to and made part of this AGREEMENT.

1.1.2 All work will be performed pursuant to the State Survey and Remonumentation Act, Act 345 of the 1990 Michigan Public Acts and Administrative Rules promulgated thereunder and the Baraga County Monumentation and Remonumentation Plan approved by the State Remonumentation Plan Commission on June 24, 1992.

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number(s), and amount of payment made to any former State of Michigan employee who:

- A. Retired from the State between June 2, 1984 and September 30, 1984 under the provisions of Acts 2 and 3 of the Public Acts of 1984; and
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Permits and Regulations. The SURVEYOR shall secure and bear the cost of any permits or licenses of a temporary nature necessary for the prosecution of work.

5.6 Insurance. Prior to commencement of the work, the SURVEYOR shall purchase and maintain during the term of the project such insurance as will protect SURVEYOR and the COUNTY from claims arising out of the work described in this contract and performed by the SURVEYOR, Subcontractor(s) or Sub-subcontractor(s) consisting of the following:

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All premises and operations. Explosion, collapse and underground damage Contractor's Protective coverage for independent contractors or subcontractors employed by him. The usual Personal Injury Liability endorsement with no exclusions pertaining to employment.

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Notice of Cancellation or Intent not to Renew. Policies will be endorsed to provide that at least 30 days written notice shall be given to the COUNTY of cancellation or of intent not to renew.

Evidence of Coverage. The COUNTY reserves the right to request complete Certificates of Insurance if deemed necessary to ascertain details of coverage.

Limits of Liability. The required limits for insurance coverage requested shall be not less than the following:

Comprehensive General Liability

Bodily Injury – Each Occurrence	\$500,000
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Property Damage – Aggregate or Combined single limit	\$1,000,000

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Bodily Injury	\$300,000
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No one shall be qualified to act as an arbitrator who has directly or indirectly any financial interest in the SURVEYOR or has any business or family relationship with the COUNTY or SURVEYOR. Each arbitrator selected shall be qualified by experience and knowledge of the work involved in the matter to be submitted to arbitration.

Arbitration shall be in accordance with the procedure and standards of the American Arbitration Association.

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AGREEMENT and to the partners, successors, administrators, assigns and legal representatives of such other party in respect of all covenants, agreements and obligations of this AGREEMENT.

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In witness whereof, the parties hereto have made and executed this AGREEMENT as of the day and year first written above.

FOR THE COUNTY

FOR THE SURVEYOR

CHAIRMAN

AUTHORIZED REPRESENTATIVE

DATE

DATE

2020 REMONUMENTATION PLAN

Chris Nielson (CHN Surveying)

T49N-R34W
L'ANSE TOWNSHIP

CORNERS TO BE TRAVERSED AND MONUMENTED AND RESEARCHED.

MARKER POSTS =7
MONUMENTS = 7

K7,K8
L7,L9
M7,M8,M9

3 COMMON CORNERS: L'ANSE TOWNSHIP T49N-R33W

A7, A8, A9

TOTAL = 7 CORNERS TO BE MONUMENTED AND RESEARCHED.

BARAGA TOWNSHIP T50N-R34W
CORNERS TO BE TRAVERSED AND MONUMENTED AND RESEARCHED.

MARKER POSTS =6
MONUMENTS = 6

T50N-R34W
K10,K11,K12,K13
L11,L13

2 COMMON CORNERS:

BARAGA TOWNSHIP T49N-R34W
K1,L1

TOTAL = 6 CORNERS TO BE TRAVERSED AND MONUMENTED AND RESEARCHED.

TOTAL ALL CORNERS FOR THIS CONTRACT INCLUDING COMMON CORNERS = 18 CORNERS TO BE TRAVERSED AND MONUMENTED AND RESEARCHED.

13 corners @ \$1,375.00 ea. = \$17,875.00

BARAGALAND SENIOR CITIZENS, INC.
6 NORTH MAIN STREET
L'ANSE, MI 49946
(906) 524-6711
FAX (906) 524-6922

**SENIOR CITIZENS ASSISTANCE
RENEWAL PROPOSITION**

Shall the limitation of the total amount of taxes which may be assessed against all property in Baraga County, as presently increased through 2022, by one (1) mill of each dollar (1.00 on each \$1,000.00) of the assessed valuation as finally equalized on all property in said Baraga County, as provided in Section 6, Article IX of the State of Michigan, which said taxes are being used for the purpose of funding senior citizen programs in Baraga County, be extended for the same purpose for a period of five (5) years being 2023 through 2027 inclusive?

RENEWAL PROPOSAL
ROADS AND STREETS

“Shall an ad valorem tax of two (2) mills (\$2.00 per \$1,000.00 of taxable value) over and above the rate of taxation now in effect be levied upon all property within Baraga County, Michigan for a period of 5 years, from 2022 to 2026 inclusive, to provide funds for the purpose of providing tax money with which to make necessary improvements and construction of primary and local roads in the County Road System, including streets in the Village of L’Anse and the Village of Baraga, within the County of Baraga, which would raise in the first year an estimated \$584,748.53? (this is a RENEWAL of the millage proposal which will expired in 2021)”

The meeting of the Baraga County Memorial Hospital Board of Trustees was held on February 24, 2020 at 2:00 PM in the Hospital Conference Room.

PRESENT: Carole LaPointe Jim Loman Shirley Younggren
Cathy Wadaga Dr. Harold Ripple Courtney Jones
Kate Beer

ABSENT: Todd Peltola Bonny Cotter Dr. Todd Ingram

ADMIN IN Margie Hale, RN Tom Van Ess
ATTENDANCE: Gail Jestila Mike Drew

GUESTS:

AUDIENCE: Dan Robillard

CALL TO ORDER:

The meeting was called to order at 2:05 PM by Mr. Loman.

APPROVAL OF CONSENT AGENDA:

Ms. Wadaga made a motion seconded by Ms. LaPointe to adopt the consent as written with the addition of 5b) FY2020 Budget Initiatives. All in favor - motion carried.

APPROVAL OF MINUTES:

Board of Trustees Meeting of 1-27-20:

The minutes of the Board of Trustee meeting of January 27, 2020 were approved via the consent agenda. All in favor – motion carried.

Board Briefing Minutes of 1-22-20:

The minutes of the Board Briefing meeting of January 22, 2020 were approved via the consent agenda. All in favor – motion carried.

QUALITY:

Quality Update:

Mr. Pelota was not available for the meeting. Ms. Hale noted the following:

- Root Cause Analysis complete regarding patient fall in Mammography.
- Questionnaire for Admitting areas for Coronavirus.
- Flu is rampant in the area.
- Nathan Lahti is working to obtain PPE for staff during shortage.
- Active Shooter incident with partial facility lockdown – looking to improve security in areas.

FINANCIAL AND STATISTICAL REPORTS:

January 2020 Financial Statements:

Ms. Jestila reviewed financial statements for January 2020. Available cash decreased \$12,079 to

Ms. Younggren made a motion seconded by Ms. Wadaga to approve the reappointment of David Wood, DPM to the BCMH Medical staff with privileges as requested for a two year period. All in favor – motion carried.

John Kus, CRNA:

Mr. Kus is a nurse anesthetist who occasionally provides relief coverage for BCMH. He currently has Allied Health staff privileges at BCMH. His file is complete with no issues of note.

Ms. Younggren made a motion seconded by Ms. Wadaga to approve the reappointment of John Kus, CRNA to the BCMH Medical staff with privileges as requested for a two year period. All in favor – motion carried.

DELETIONS:

None at this time.

CHANGE IN STATUS:

No changes in status.

ADMINISTRATIVE ITEMS:

Open Board Seat Approval of Cathryn Beer:

Ms. Wadaga made a motion seconded by Ms. LaPointe to approve the nomination of Cathryn Beer to the BCMH Board of Trustees, filling the seat of Jim Dougovito as of February 11, 2020, approved by the Baraga County Board of Commissioners. All in favor – motion carried.

BCMh Board of Trustee Meeting Date:

Ms. Wadaga made a motion seconded by Ms. Jones to approve the remaining 2020 BCMH Board of Trustees meeting dates to reflect the following changes: regular monthly board meeting will now be held on the 3rd Tuesday of the each month at 6:00 PM and the Briefing will be held the Wednesday prior to the regular meeting at 8:00 AM. All in favor – motion carried.

MANAGEMENT UPDATE AND DISCUSSION ITEMS:

The following reports were approved via the consent agenda:

- **Chief Executive Officer's Report**
 - Physician Group
 - Human Resources/Housekeeping
 - Corporate Compliance
 - Employee Recognition
- **Chief Financial Officer's Report**
 - Revenue Cycle
 - Purchasing
 - Information Technology
 - Community Events
 - Fitness Center
 - BCECC Financials
- **Chief Nursing Officer's Report:**

\$3,940,180; days cash on hand decreased 1.20 days to 76.7; AR days for entire organization increased 2.40 days to 61.3. Patient revenue increased \$122,904 to \$2,621,566 and operating revenue increased \$33,263 to \$1,679,233. Operating expenses increased \$223,456 to \$1,761,803. BCMH showed a net loss for the month of \$150,705; a net margin of -9.0% and an overall net loss for the year of \$152,246.

Ms. Younggren made a motion seconded by Ms. Wadaga to approve the BCMH financial statements for January 2020. All in favor – motion carried.

FY2020 Budget Initiatives:

Ms. Jestila presented a preliminary list of budget initiatives to the FY 2020 budget from BCMH supervisors and managers. Asking supervisors for increased revenue and reduction of expenses. Most have responded, but more information is needed from the following: Dean Jackson, Imaging; Dave Duerkop, RT; Todd Peltola, Quality Management – as they have not submitted anything. Ms. Jestila also noted a response letter has been submitted to HUD ensuring we will be making money as of March 31st. John Stindt will once again become our HUD representative and will be making a site visit along with a HUD representative.

MEDICAL STAFF:

Medical Staff Meeting of 1-9-20:

Ms. Wadaga made a motion seconded by Ms. LaPointe to accept the minutes of the BCMH Medical Staff Meeting held on January 9, 2020 as written. All in favor - motion carried.

Peer Review 4th Quarter 2019:

Ms. Wadaga made a motion seconded by Ms. Younggren to approve the 4th quarter 2019 Peer Reviews as presented. All in favor - motion carried.

Medical-Dental Staff Appointments/Reappointments:

APPOINTMENTS:

James Christensen, CRNA:

Mr. Christenson is a nurse anesthetist who will be providing relief coverage for BCMH. He is requesting to become a member of the Allied Health staff with privileges. His file is complete with no issues of note.

Ms. Younggren made a motion seconded by Ms. Wadaga to approve the appointment of James Christensen, CRNA to the BCMH Medical staff with privileges as requested for a two year period, with a review after six months. All in favor – motion carried.

REAPPOINTMENTS:

David Wood, DPM

Dr. Wood is a podiatrist who currently conducts a podiatry clinic and performs surgery at BCMH. He currently holds podiatry privileges. His file is complete with the exception of a settlement in 2018 for improper performance.

A Board Briefing Meeting of the Baraga County Memorial Hospital Board of Trustees was held on March 11, 2020 at 8:00 AM in the BCMH Administrative Conference Room.

PRESENT: Jim Loman Dr. Harold Ripple Courtney Jones
Carole LaPointe Cathy Wadaga Margie Hale

ABSENT: Todd Ingram, MD Shirley Younggrrren

GUEST:

CALL TO ORDER:

The meeting was called to order at 8:00 AM by Mr. Loman.

CURRENT ISSUES:

Ms. Hale reviewed issues with the board members present including:

- a) Review of pending Grievance
- b) CoVid-19 Response

OTHER:

Board members also met with Medical Records Supervisor, Bridget Collins to review processes within the department.

ADJOURNMENT:

The meeting was adjourned at 9:05 AM.

Respectfully submitted

Carole LaPointe
Secretary

A Board Briefing Meeting of the Baraga County Memorial Hospital Board of Trustees was held on February 19, 2020 at 8:00 AM in the BCMH Administrative Conference Room.

PRESENT: Jim Loman Shirley Younggrrren Carole LaPointe
Cathy Wadaga Margie Hale

ABSENT: Todd Ingram, MD Dr. Harold Ripple Courtney Jones

GUEST:

CALL TO ORDER:

The meeting was called to order at 8:00 AM by Mr. Loman.

CURRENT ISSUES:

Ms. Hale reviewed issues with the board members present including:

- a) Approval of Kate Beer for Open Board Seat
- b) Board Meeting Dates going forward
- c) Upcoming Trustee Forum in April
- d) Review of Board Committees

OTHER:

Board members also met with Medical Staff Coordinator, Polly Manning to discuss the necessity of changing the timing of the monthly board meeting to better fit within credentialing and privileging guidelines.

ADJOURNMENT:

The meeting was adjourned at 9:00 AM.

Respectfully submitted

Carole LaPointe
Secretary

The meeting of the Baraga County Memorial Hospital Board of Trustees was held on March 17, 2020 via phone conference.

PRESENT: Carole LaPointe Jim Loman Shirley Younggren
Cathy Wadaga Dr. Harold Ripple Courtney Jones

ABSENT: Kate Beer Dr. Todd Ingram

ADMIN IN Margie Hale, RN

ATTENDANCE:

Purpose of this meeting is to approve the monthly credentialing and privileging for the month. Board members were contacted by phone and asked to review the appointments and reappointments for the month of March as presented.

Medical-Dental Staff Appointments/Reappointments:

APPOINTMENTS:

Muhammad N. Khan, MD:

Dr. Khan is a radiologist who will be joining Upper Peninsula Imaging who provides radiologic coverage at BCMH. He is requesting Radiology privileges and wishes to become a member of the Consulting staff. His file is complete with no issues of note other than 4 claims detailed as follows:

- 1st – settled 2012 for \$105,000 for delay in diagnosis.
- 2nd – settled 2016 for \$175,000 for wrong diagnosis/misdiagnosis.
- 3rd – settled in 2018 for \$125,000 for Failure to diagnosis.
- 4th – case was won in court in 2017 regarding delay in diagnosis

All cases were fully disclosed and are contained within file.

Steven Cohen, MD:

Dr. Cohen 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 her appointment needs Medical staff and Board approval. His file is complete with no issues of note.

Kevin Gelshenen, MD:

Dr. Gelshenen 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 her appointment needs Medical staff and Board approval. Her file is complete with no issues of note.

Members polled voted to approve the appointments of Muhammad Khan, MD, Steven Cohen, MD and Kevin Gelshenen, MD to the roster of BCMH physicians with privileges as requested for a two year period, with a review after six months.

James Loman = Yay
Shirley Younggren = Yay
Cathy Wadaga = Yay
Carole LaPointe = Yay
Courtney Jones = Yay
Dr. Harold Ripple = Yay
Kate Beer = not available

REAPPOINTMENTS:**Peter Byers, MD**

Dr. Byers is an emergency room physician who provides emergency room coverage through our contract with for Innova Emergency Medical Associates. He currently holds emergency room privileges and is a member of the Courtesy staff. His file is complete with no issues of note, with the exception of notice of intent to file from July 2019.

Kim Johnson, PA:

Ms. Johnson is an emergency room physician assistant who provides emergency room coverage through our contract with for Innova Emergency Medical Associates. She currently holds emergency room privileges and is a member of the Allied Health staff. Her file is complete with no issues of note.

Members polled voted to approve the reappointments of Peter Byers, MD and Kim Johnson, PA, to the roster of BCMH physicians with privileges as requested for a two year period, with a review after six months.

James Loman = Yay
Shirley Younggren = Yay
Cathy Wadaga = Yay
Carole LaPointe = Yay
Courtney Jones = Yay
Dr. Harold Ripple = Yay
Kate Beer = not available

DELETIONS:

None at this time.

CHANGE IN STATUS:

No changes in status.

NEXT MEETING:

Monday, April 21, 2020

6:00 PM

Virtual Meeting

L'Anse, MI 49946

Respectfully submitted,
Carole LaPointe
Secretary

CL/prm

A special meeting of the Baraga County Memorial Hospital Board of Trustees was held on April 14, 2020 at 10:00 AM remotely via Google Hangouts.

PRESENT:	Shirley Younggren	Cathy Wadaga	Carole LaPointe
	Dr. Harold Ripple	Jim Loman	Courtney Jones
	Kate Beer		

ABSENT:

ADMINISTRATION IN ATTENDANCE:	Margie Hale	Gail Jestila
	Mike Drew	Tom Van Ess
	Bonny Cotter	

CALL TO ORDER:

The meeting was called to order at 10:00 AM by Mr. Loman.

PURPOSE OF MEETING:

Approval of board resolution of Paycheck Protection Program application process and distribution.

WHEREAS, Baraga County Memorial Hospital ("BCM^H" or "The Hospital") is a Michigan municipal health facilities corporation operating and existing pursuant to the Michigan Health Facilities Act, Act 230 of Public Acts of Michigan of 1987, amended ("Act 230"); and

WHEREAS, BCM^H Board of Trustees gives approval for the intent to apply for a loan in the amount of \$1,984,500 for the purposes of supporting payroll through the Paycheck Protection Program being offered by U.S. Small Business Administration. The BCM^H Board of Trustees also approves, Chief Executive Officer, Margie Hale to act as the authorizing agent for the application process and distribution. CEO, Margie Hale and CFO, Gail Jestila acknowledge there is follow-up work to be done for forgiveness of the loan through the Payroll Protection Program.

Ms. Jestila explained this is a 24 month loan, which per PA Act 230, will need approval from the County Board of Commissioners.

Ms. LaPointe made a motion seconded by Ms. Jones to approve CEO, Margie Hale and CFO Gail Jestila to apply for the Paycheck Protection Program and complete any paperwork regarding the application process and loan forgiveness. Roll Call of members:

James Loman	Yea	Courtney Jones	Yea
Carole LaPointe	Yea	Cathy Wadaga	Yea
Shirley Younggren	Yea	Dr. Harold Ripple	Yea
Kate Beer	Yea		

All in favor – motion carried.

ADJOURN:

Ms. LaPointe made a motion seconded by Ms. Wadaga to adjourn the meeting at 10:15 AM. All in favor – motion carried.

Respectfully submitted,



James Loman
Board Chairman

JL/prm



United States Department of the Interior

BUREAU OF INDIAN AFFAIRS

Michigan Agency

2845 Ashmun Street

Sault Ste. Marie, Michigan 49783-3732

(906) 632-6809 Phone (906) 632-0689 Fax

877-659-5028 TOLL FREE

**COPY FOR YOUR
INFORMATION**

IN REPLY REFER TO:

Realty Services

APR 23 2020

NOTICE OF (NON-GAMING) LAND ACQUISITION APPLICATION

Pursuant to the Code of Federal Regulations, Title 25, INDIANS, Part 151, notice is given of the application filed by the Keweenaw Bay Ojibwa Community College to have real property accepted "in trust" for said applicant by the United States of America. The determination whether to acquire this property "in trust" will be made in the exercise of discretionary authority which is vested in the Secretary of the Interior, or his authorized representative, U.S. Department of the Interior. To assist us in the exercise of this discretion, we invite your comments on the proposed acquisition. In order for the Secretary to assess the impact of the removal of the subject property from the tax rolls, and if applicable to your organization, we request that you provide the following information:

- 1) If known, the annual amount of property taxes currently levied on the subject property allocated to your organization;
- 2) Any special assessments, and amounts thereof, that are currently assessed against the property in support of your organization;
- 3) Any governmental services that are currently provided to the property by your organization; and
- 4) If subject to zoning, how the intended use is consistent, or inconsistent, with the zoning.

The following details are being provided regarding this application:

Applicant:

Keweenaw Bay Ojibwa Community College

Legal Land Description/Site Location:

A parcel of land being a part of the Southwest Quarter of the Northwest Quarter (SW 1/4 of NW 1/4) of Section 16, T51N, R34W, Township of Baraga, Baraga County, Michigan described as follows: Commencing at the West Quarter corner of said Section 16 thence N. 02° 14' 43" E. 390.00 feet along the West line of said Section 16; thence S. 87° 45' 17" E. 33.00 feet to the point of beginning of this description; thence N. 02° 14' 43" E. 400 feet; thence S. 87° 45' 17" E. 585.89 feet; thence S. 02° 14' 43" W 125.00 feet; thence N. 87° 45' 17" W. 200 feet; thence S. 02° 14' 43" W. 180 feet; thence N. 87° 45' 17" W. 110 feet; thence S. 02° 14' 43" W. 95.00 feet; thence N. 87° 45' 17" W. 275.89 feet to the point of beginning.

Said parcel contains 3.88 acres more or less and is subject to any and all easements and restrictions of record. Commonly known as Pelkie School and part of Parcel ID No. 02-216-012-00 (the "Property")

Project Description/Proposed Land Use:

This property was purchased in 2017 from Baraga Area Schools and is needed for establishing and operating a post-secondary agricultural facility in order to further advance the purpose set forth in ARTICLE IV, Section 1 of the 2009 revision of the KBOCC Corporate Charter: "To provide educational programs and/or to establish and operate educational institutions at the post-secondary level on the Keweenaw Bay Indian Community."

As indicated above, the purpose for seeking your comments regarding the proposed trust land acquisition is to obtain sufficient data that would enable an analysis of the potential impact on local/state government, which may result from the removal of the subject property from the tax roll and local jurisdiction.

This notice does not constitute, or replace, a notice that might be issued for the purpose of compliance with the National Environmental Policy Act of (NEPA) of 1969.

Your written comments should be addressed to the Bureau of Indian Affairs office listed at the top of this notice. Any comments received within thirty days of your receipt of this notice will be considered and made a part of our record. You may be granted one (1) thirty day extension of time to furnish comments, provided you submit a written justification requesting such an extension within thirty days of receipt of this letter.

Additionally, copies of all comments will be provided to the applicant for a response. You will be notified of the decision to approve or deny the application. If any party receiving this notice is aware of additional governmental entities that may be affected by the subject acquisition, you may forward a copy to said party.

If you have any questions regarding this notice, please contact Esther M. Johnson, Realty Officer, at the above number, ext. 3115.

Sincerely,



Jason D. Oberle
Superintendent

cc: By Certified Mail – Return Receipt Requested

Honorable Gretchen Whitmer
Governor of Michigan
Office of the Governor
George W. Romney Building
Post Office Box 30013
Lansing, Michigan 48909
ATTN: Wenona Singel, Deputy Legal Counsel

Certified Mail No. 7019 0700 0000 8870 0885

Baraga County Commissioners
2 South Main Street
L'Anse, MI 49946

Certified Mail No. 7019 0700 0000 8870 0878

Baraga Township
325 Lyons Street
P.O. Box 246
Baraga, MI 49908

Certified Mail No. 7019 0700 0000 8870 0861

By regular mail:

Lori Ann Sherman, President
Keweenaw Bay Ojibwa Community College
770 North Main Street
L'Anse, MI 49946

Joseph P. O'Leary, Attorney
419 US-41
PO Box 759
Baraga, MI 49908