



*Minutes are Subject to Correction and Approval*

3. I hereby certify that any direct benefit I personally will receive from this payment to Bergdahl's Inc. will be less than \$250.00, and will be less than 5% of the total payment of \$45.42.

Dated this 18<sup>th</sup> day of May, 2010.

/s/

Charles Bergdahl

### ACTION ITEMS

10a) The County Board considered a Lease Agreement between Marquette County and Aircraft Deconstructors, Inc., (ADI) – Hangar 662, 663, and a portion of 725. Vikki Kulju, Executive Director, Telkite, was present to answer questions. Scott Erbisch, Sawyer Operations Manager, was also present and explained that for the past two years, Telkite, Marquette County and their consultant, Explorer Solutions, have been developing a niche project known as Sawyer Aero-Tech Dismantling and Recycling Center. The project's purpose is to bring various entities together to create an airplane dismantling, recycling, refabricating, resale, research and development center. During this process a steering committee was established. The committee was comprised of various industry representatives as well as various economic development partners, Steve Burns, President of ADI, has been a member of the steering committee and attended various meetings leading to the development of this project.

The company is in the process of finalizing a contract to tear down 18 G2 airplanes and has made significant progress with other potential prospects. The G2 contract would take approximately 18 to 24 months to complete. Some of the tear downs would be done at remote sites, while the majority of the tear downs would happen at Sawyer. These projects are included under the marketing agreement with Telkite. Discussion followed.

It was moved by Comm. Arsenault, seconded by Comm. Bergdahl, and unanimously carried by voice vote that the County Board enter into a Lease Agreement with Aircraft Deconstructors, Inc., (ADI) for Hangar 662, Hangar 663, a portion of 725, the engine test cell and approximately 14 acres of ramp space in accordance with the terms set-forth below:

**Premises:** Hangar 663 comprising 26,400 sf; Hangar 662 comprising 26,500 sf; approximately 20,000 sf of the Building 627 (which is a total of 31,374 sf); the engine test cell and approximately 14 acres of ramp space.

- **Rent:** \$1.00 psf nnn for year 1; \$1.50 psf nnn for year 2; \$2.00 psf nnn for year 3; \$2.50 psf nnn for year 4 and \$3.00 psf nnn for year 5. The land will be leased at a rate of \$1500 per acre/per year.
- **Incentives:** The Company is not requesting any assistance or incentives for MEDC.
- **Term:** Commencing August 1, 2010 (or sooner if needed) and continuing thereafter for five (5) years.
- **Renewal Terms:** Tenant shall have the option to renew the lease for one, 5-year term each at the then current terms and conditions. With the exception that the rent shall increase each year of the renewal term by a cost of living percentage equal to 5%.
- **Tenant Improvements:** The buildings are being leased as-is, where-is.
- **Expansion Option:** At anytime during the initial lease term, Tenant shall have the right to expand into the unoccupied area of Building 725 at the then current terms and conditions of the existing lease.
- **Security Deposit:** Tenant shall make a payment equal to the first month's rent as a security deposit.
- **Engine Test Cell:** Tenant shall have the right to lease the engine test cell at any time during the lease term at the same rates and terms in effect at the time for Premises 1 and Premises 2 as long as the engine

test cell is vacant. During the first lease year, Tenant shall have the first right of refusal to lease the engine test cell at the same rates being offered by a third party prospect.

- **LL's Right Terminate:** During the first 18 months of the lease, should Landlord have an opportunity to lease Hangar 663 to either Kingman Aviation (or a subsidiary thereof) or The Green Airliner (or a subsidiary or prospect thereof), then Landlord shall have the right to terminate the Lease with respect to Hangar 663 only.

10b) The County Board considered a Northern Michigan University WiMAX Request. Brent Nault, Information Systems Manager, and Scott Erbsch, Sawyer Operations Manager, explained that Northern Michigan University (NMU) is proposing to expand its WiMAX wireless network out to K.I. Sawyer. In order to accomplish this it will be necessary for NMU to mount the WiMAX equipment on an elevated site, specifically, the commercial district elevated water storage tank owned and operated by Marquette County. NMU's interest in coming to Sawyer is due to the growing number of university students at Sawyer.

NMU has stated that they would prefer not to have ongoing expenses such as a monthly rent payment or electricity costs. NMU has proposed that Marquette County use the wireless network equipment to enable WiMAX for County operations. NMU representatives also advised that Marquette County would be provided, at no cost, the equipment necessary to access the WiMAX system signal.

With the assistance of the County's Information Technology Department, staff researched what benefits the County's Sawyer Operations may garner by using the WiMAX wireless signal. And, if there was a benefit, would that benefit more than compensate for the cost of the electricity to operate the WiMAX equipment? All indications are that the Sawyer Operations would be able to use the WiMAX wireless signal to distribute Charter Internet services from Marquette to Sawyer with processing speeds similar to what Sawyer is currently receiving from its direct feed. By receiving internet service from Marquette, Sawyer would be able to stop paying for internet at the Airport Services Center, the Control Tower, and the WWTP. The total monthly cost for internet service is currently \$233.96. The estimated cost for electricity to operate the WiMAX system is \$110.00 to \$130.00 a month. Therefore, this is an estimated savings to the Sawyer Operations of approximately \$100.0 per month.

It should be noted that if, at any time, the cost to provide electricity for the WiMAX equipment exceeds the benefit(s) gained, the County is reserving the option to revisit the Agreement. Mr. Erbsch recommends approval.

It was moved by Comm. Pellow, seconded by Comm. Struck, and unanimously carried by voice vote that the County Board approve entering into a Tower Use Agreement with Northern Michigan University that does not charge a monthly fee for said use, and that should the cost of paying the electricity exceed the benefits gained, allow for the County and NMU to revisit the agreement.

10c) The County Board considered a Bid Award for a Technical Energy Analysis. Al Feldhauser, Senior Planner, was present and explained that in February of this year, the Marquette County Board of Commissioners accepted an Energy Efficiency and Conservation Multi-Purpose Block Grant from the Michigan Department of Energy, Labor, and Economic Growth.

One component of the County's grant proposal is the performance of Technical Energy Analysis of several County facilities which will form the basis for ongoing energy efficiency enhancements.

Bids were solicited in the mining Journal, by internet, and through direct mailing. The Planning Department received four sealed bids. The low bidder is Johnson Controls, Inc. (JCI) Johnson Controls has a

*Minutes are Subject to Correction and Approval*

---

local presence with an office/shop in Ishpeming. JCI currently provides below the project budget and meets specifications. The Planning Department recommends the contract be awarded to Johnson Controls in the amount of \$14,865 and that the County Board Chairman be authorized to sign all contract documents.

Discussion followed.

It was moved by Comm. Heikkila, seconded by Comm. Pellow, and unanimously carried by voice vote that the County Board award the Technical Energy Analysis Contract to Johnson Controls, Inc. in the amount of \$14,865 and that the Board Chair be authorized to sign all contract documents.

10d) The County Board considered a Community Corrections FY 2011 Grant Request. Art Lauren, Community Corrections Coordinator explained that the Community Corrections FY 2011 grant request must be completed and submitted to the Office of Community Corrections in Lansing by June 1, 2010.

The OCC has indicated again this year there will not be any additional funds available for programs. With this in mind they are attempting to utilize the funds available in the most judicious manner.

A budget request sheet will be sent to the Office of Community Corrections for FY 2011. The budget sheet covers all the changes request for the next fiscal year.

Community Corrections is requesting permission to shift the some electronic monitoring program funds into cognitive programming. There has been a dramatic increase in the level of participation in cognitive programming with the opening of the detention center in Beaver Grove. The Office of Community Corrections and the Department of Corrections in general place a great emphasis on cognitive change as a means of dealing with recidivism. Accompanying the grant request the CCAB must have a resolution by the County Board of Commissioners supporting the funding requests and programs.

It was moved by Comm. Bergdahl, seconded by Comm. Struck, and unanimously carried by voice vote that the County Board support the funding requests and programs outlined by the Community Corrections Coordinator.

10e) The County Board considered a Memorandum of Understanding between Marquette County Health Department, Marquette County Emergency Management, Marquette General Health System and Bell Memorial Hospital.

It was moved by Comm. Arsenault, seconded by Comm. Pellow, and unanimously carried by voice vote that the County Board accept the following Memorandum of Understanding between Marquette County Health Department, Marquette County Emergency Management, Marquette General Health System and Bell Memorial Hospital:

**MEMORANDUM OF UNDERSTANDING FOR ESTABLISHMENT OF  
EMERGENCY CLINIC FOR MASS VACCINATION, MASS CASUALTY CARE,  
SHELTER, DISPENSING OF PHARMACEUTICALS AND/OR OTHER PUBLIC  
HEALTH EMERGENCY**

This Memorandum of Understanding (MOU) is by and between the Marquette County Health Department (MCHD), the Marquette County Emergency Management Department (EOC), Marquette General Hospital, Bell Memorial Hospital, and the **Sawyer Airport Service Center** hereinafter referred to as Facility.

WHEREAS, in the event of a mass medical emergency requiring the establishment of an emergency clinic for mass vaccination, dispensing of pharmaceuticals, and/or other public health emergency in the County

*Minutes are Subject to Correction and Approval*

---

of Marquette, Michigan, local and state health and medical infrastructure and associated resources will be quickly committed to providing the necessary treatment and/or prophylaxis to respond effectively; and

WHEREAS, resources from the county, state, federal and private sector, will be mobilized and deployed to augment local medical and health resources and support the management distribution of Strategic National Stockpiles (SNS), and the care of citizens of Marquette County; and

WHEREAS, such an event may require a facility to support the receipt, staging, storing and distribution of the SNS and/or other similar assets; and

WHEREAS, the Facility agrees to serve as an emergency clinic, a local dispensing site for SNS for mass vaccinations, triage, Alternate Care Centers (ACCs), shelters, etc., or as a Neighborhood Emergency Help Center (NEHC) in the event of a public health emergency, or in the event that an SNS or vaccinations are required to address large scale communicable disease outbreak or terrorist event; and

WHEREAS, the MCHD and EOC agree to be the administrator and coordinator of services.

Alternate Care Centers (ACC) are designed, organized, equipped, and staffed specifically to provide inpatient services for those affected by an incident involving a Weapon of Mass Destruction or a naturally occurring disaster. The ACC is designed to treat patients who need inpatient medical care, but do not require advanced care such as mechanical ventilation. An ACC allows a hospital to provide care to those adversely affected in a large scale event while keeping the core business operating on the hospital campus.

Neighborhood Emergency Help Center (NEHC) are designed to direct casualties, especially non-critical and asymptomatic, potentially exposed patients, away from Emergency Departments, allowing hospitals to remain open in some capacity. Persons presenting to a NEHC will be evaluated, provided with limited treatment or stabilization, and directed to further care at an ACC or hospital when their condition warrants.

NOW THEREFORE, the parties agree as follows:

**A. MARQUETTE COUNTY-MARQUETTE COUNTY HEALTH DEPARTMENT  
RESPONSIBILITIES**

**The MCHD agrees to do the following:**

1. Provide an agency point of contact to answer questions that the facility may have about this agreement or about dispensing site information. This point of contact is the emergency preparedness coordinator, Jill Fries, or her successor, and available by phone, (906) 475-5649 or (906) 360-6463.
2. Keep an accounting of any Facility supplies or other resources that are used by the agency in conducting mass clinics or triage activities, and help the facility secure replacement of monetary reimbursement from FEMA or other emergency fund sources for the use of a Facility and/or for any supplies/resources used by the agency.
3. Provide health and/or security professionals who will meet people at the entrance of a facility and, to the best of their ability, prevent contagious people from entering the building.
4. Coordinate extra security personnel for its security of the Facility if deemed appropriate and provide any post-event cleanup that may be needed in the areas in which it conducted vaccination, dispensing, or other clinic operations.
5. Provide training for personnel and volunteers who will staff the vaccination or dispensing clinic.

**B. HOSPITAL RESPONSIBILITY**

Bell Memorial Hospital and Marquette General Hospital as signatories of this document agree to do the following:

1. Provide a hospital point of contact, i.e., the hospital Liaison Officer, to answer questions or coordinate activities between the entities.
2. Keep an accounting of any Facility supplies or their resources that are used by the hospital in providing emergency healthcare. The hospital will work with County Emergency Management to help the facility secure monetary reimbursement from FEMA or other emergency fund sources for the use of a Facility and/or for any supplies/resources used by the hospital.
3. Provide health and/or security professionals who will meet people at the entrance of a Facility and, to the best of their ability, prevent contagious people from entering the building.
4. Coordinate extra security personnel for security of the Facility if deemed appropriate and provide any post-event clean-up that may be needed in the areas in which it provided healthcare or other clinic operations.
5. Provide personnel with appropriate credentialing and licensing and volunteers who will provide healthcare or other clinic operations.

**B.      FACILITY RESPONSIBILITY**

The Facility, **Sawyer Airport Service Center**, acting as an assisting agency agrees to do the following:

1. Upon request from the Marquette County Health Department, Bell Memorial Hospital, Marquette General Hospital, in cooperation with Marquette County Emergency Management Coordinator, permit the use of its physical Facility and equipment to set up clinics, treatment centers (ACC, NEHC), or shelter (i.e., for mass vaccination, for triage, and/or for distribution of pharmaceuticals, medical equipment, antitoxin or other medication/supplies from the SNS) for the purpose of disease prevention, treatment and control, or temporary housing for evacuees. Use by the Health Department, or Hospitals, may include, but not be limited to, the use of telephones, copy machines, computers, Internet connection, fax machines, tables, chairs, desks, cots, scales, refrigerators and generators, or any and all other equipment or supplies needed in the course of the response.
2. Once activated, the Facility understands and agrees that normal operations at the Facility may have to be modified or suspended entirely to implement the operations. The Facility agrees to alter or suspend normal operations in support of the emergency response as needed, both on its own initiative and as requested by MCHD or the County Emergency Management Coordinator during a mass medical emergency or declared disaster.
3. Designate three points of contact in case of emergency:
  - a. An administrative point of contact who will serve as the primary point of contact. This person should have authority to open up the building.
  - b. Custodial point of contact will work with the Marquette County Health Department personnel to move tables, chairs, etc., in order to set up the clinic operations.
  - c. A security point of contact who will work with the Health Department personnel and local law enforcement in developing security plans for the facility and clinic operations.
  - d. Facility must provide Marquette County Health Department with a contact for the Facility on a 24- hour/7 day basis. Further, this information must be updated as needed and at least annually.
4. Allow its premises to be visited by members of the Marquette County Health Department, local law enforcement, Marquette County hospital emergency preparedness representatives, and if applicable, other local, state or federal agencies, during normal business hours, or other agreed upon hours by all concerned parties, for the purpose of developing and maintaining a site dispensing plan.
5. Allow the Facility to be listed in the local health department in Marquette County Emergency Action Guidelines and the hospitals' Emergency Preparedness Plans as a dispensing/vaccination, and/or other type of emergency clinic site.

*Minutes are Subject to Correction and Approval*

---

6. During an emergency, maintain documentation of equipment used in services provided for reimbursement. Documentation includes but is not limited to payroll records of facility employees who work during the emergency, receipt for all purchases of services procured, an inventory of supplies and equipment used, and the cost of supplies and equipment.

7. Allow Facility personnel, if they desire, to serve as clinic volunteers during mass medical emergency and/or in training and practice drills coordinated by the Marquette County Health Department and Marquette County Emergency Management.

**C. MARQUETTE COUNTY EMERGENCY MANAGEMENT RESPONSIBILITIES**

1. Act as liaison between state/federal emergency management authorities and the agency coordinating support services for the agency during the response and recovery phase of the mass medical emergency or disaster.

2. Provide additional volunteer and paid staff to facilitate shelter and dispensing/triage operations as provided by the Marquette County Emergency Operations Plan, including arranging and coordinating persons to and from the Facility.

3. Coordinate the acquisition and allocation of state and federal resources provided to Marquette County in the event of gubernatorial or presidential declaration or applicable laws and authority.

4. Provide any other support services necessary provided in the Marquette County Emergency Operations Plan.

5. Work with the agency and the facility to develop and maintain appropriate plans and procedures to facilitate the functions provided within this MOU.

**D. LIABILITY**

1. All reasonable and eligible costs associated with the emergency and the operation of the emergency response that includes modification or damages to the Facility, structure, equipment and associated systems directly related to their use in support of the emergency operations will be submitted for consideration and reimbursement through established disaster assistance programs.

2. Public Act 390, as amended, (MCL 30.411) addresses immunity from liability for services rendered voluntarily and without compensation in support of emergency operations during emergency or disaster declared by the governor.

3. A liability to third parties for loss or damages as a result of claims, demands, costs or judgments arising out of activities carried out by the agency and not covered by MCL 30.411 in performance of this agreement shall be the responsibility of the primary agency utilizing the Facility and not the responsibility of the facility, if the liability, loss or damages caused by or arises out of the actions or failure to act on the part of the agency, or any elected or appointed officer, employee, or agent of the agency, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the agency or to its officials, employees and agents by statute or court decision.

4. All liability to third parties for loss or damage as a result of claims, demands, costs or judgments arising out of activities to be carried out by Facility in the performance of this agreement and not covered by MCL 30.411 shall be the responsibility of the facility and not the responsibility of the agency.

5. In the event that liability to third parties for loss or damages arises as a result of activities conducted jointly by the agency and the Facility, in fulfillment of the responsibility under this agreement and the activities are not covered by MCL 30.411, such liability, loss or damage shall be born by each party in relation to each party's responsibilities under these joint activities, provided that nothing herein shall be construed as a waiver

*Minutes are Subject to Correction and Approval*

---

of any governmental immunity by the parties or their officials, employees, students, volunteers and agents, respectfully as provided by state or court decisions.

**E. DURATION OF AGREEMENT**

This MOU is for three (3) years from date of signing the initial agreement. Subsequent terms may be longer with the concurrence of all parties. Any party may withdraw from participation in this agreement upon 90 days written notice to the other party. Withdrawal of one party shall not terminate the agreement between the remaining parties.

This agreement may be amended at any time by signature approval of the parties' signatory or their respective designee.

**G. NON-DISCRIMINATION**

All parties shall adhere to all federal, state and local laws, ordinances and regulations prohibiting discrimination with regard to persons seeking and/or receiving services under the terms of this agreement. The parties shall not discriminate against persons to be served or an employee or applicant for employment because of race, color, religion, national origin, sex, handicap, height, weight or marital status.

10f) The County Board considered a 2010 Amended Health Department Plan of Organization. Fred Benzie, Health Officer/Director, Marquette County Health Department, was present and explained that in February of 2009 the Board of Health and the Marquette County Board of Commissioners approved the Health Department Plan of Organization. This plan is required for the State mandated Local Health Department Accreditation process. The purpose of the accreditation is to ensure specific local public health programs are eligible for State funding. One of the requirements of the accreditation process is for the local governing entity to review and approve the Health Department Plan of Organization. Once approved it must be submitted to the Michigan Department of Community Health. Recent changes in staff and structure have necessitated the Health Department update and amend our Marquette County health Department Plan of Organization.

The updated plan is essentially the same but modified to include new and current information. When last updated the Organizational Chart, listed James Terrian, M.D. as our interim Medical Director and Fred Benzie was listed in a dual role capacity of Health Officer and Environmental Health Director. Kevin Piggott, M.D. is now listed as our Medical Director and Patrick Jacuzzo was promoted to Environmental Coordinator and is now listed as the lead in the Environmental Health Division.

Additionally, there are two new state statutes which our department is now responsible for enforcing. Those statutes are the Michigan Body Art Facility Law and the Ron Davis Smoke-Free Air Law. They are now listed under the Legal Responsibilities and Authority Section of the Plan.

The Proposed amendments to the Plan of Organization does not change Health Department responsibilities by the County Board and does not prevent them from making changes allowed under statute. The Health Department has always been able to provide exceptional program services.

It was moved by Comm. Struck, seconded by Comm. Bergdahl, and unanimously carried by voice vote that the County Board approve the amended 2011 Plan of Organization for the Marquette County Health Department and authorize the Board Chair sign the required documents.

**LATE ADDITIONS**

11a) The County Board considered a FY 2010 UPCAP- Homemaker Contract. Sue Vercoe, Finance Manager, was present and explained that UPCAP has requested Letters of Intent to apply for funding for services to the aging in Marquette County for fiscal year 2011 (10/1/10 – 9/30/11). If Marquette County wishes

*Minutes are Subject to Correction and Approval*

to apply for homemaker Aide funding and then subcontract with the four senior centers to provide the direct services to seniors, a Letter of Intent must be authorized by the County Board and submitted to UPCAP by May 31, 2010. As in prior years, the allocation to each senior center would be based on funding formula using an UPCAP-approved unit rate reimbursement. The four senior centers have all been notified that the Board would be considering this action. Staff recommends the Board authorized Chairperson Corkin to sign the Letter of Intent and subsequent application for UPCAP funding for fiscal year 2011. Discussion followed.

It was moved by Comm. Heikkila, seconded by Comm. Pellow, and unanimously carried by voice vote that the County Board approve the FY 2010 UPCAP – Homemaker Contract and authorize Chairperson Corkin to sign the Letter of Intent and subsequent application for UPCAP funding for fiscal year 2011.

Chairperson Corkin opened the meeting for public comment. James Gallant, Skandia, addressed the Board concerning prevention of suicidal behavior; individuals giving their addresses during public comment; environmental issues; and amending child protection law. There being no further public comment, Chairperson Corkin closed this portion of the meeting.

**COMMISSIONERS COMMENTS, STAFF COMMENTS AND ANNOUNCEMENTS**

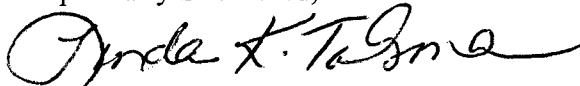
Comm. Pellow questioned the Equalization Director position. Steve Powers, County Administrator, explained that Jackie Lykins is serving as Assistant Equalization Director. The Equalization process does not require an Equalization Director to be in place at this time. The Board will be hiring a Level 4 Equalization Director late this year.

Comm. Heikkila, announced that Chairperson Corkin, Comm. Arsenault, Comm. Cihak and himself attended a U.P. County Commissioners meeting held May 7<sup>th</sup> and May 8<sup>th</sup> in Harris, Michigan.

Comm. Heikkila announced that the Boy Scouts of America celebrated their 100 year centennial. The event was held May 14<sup>th</sup> - 17<sup>th</sup>. Comm. Heikkila thanked Al Feldhauser and Dave Payant for their hard work organizing the event.

There being no further business to come before the County Board, the meeting adjourned at approximately 7:00 P.M.

Respectfully Submitted,



Linda K. Talsma  
Deputy County Clerk