



# TUSCOLA COUNTY

## Committee of the Whole

### MEETING AGENDA

Monday, March 23, 2026 - 8:00 AM  
H. H. Purdy Building Board Room  
125 W. Lincoln Street, Caro, MI 48723

**Public may participate in the meeting electronically:**  
**Join by phone:** (US) +1 929-276-1248 PIN:112 203 398#  
**Join by Hangouts Meeting ID:** [meet.google.com/mih-jntr-jya](https://meet.google.com/mih-jntr-jya)

8:00 AM Call to Order - Chairperson Vaughan  
Roll Call - Clerk Fetting

Page

#### New Business

1. Health Department's 2025 Maner Costerisan Audit Findings on Financial Statements and Funding - Dane Porter, CPA Senior Manager  
[2025 Health Department Presentation from Maner Costerisan](#) 3 - 13
2. Drain Commissioner's 2025 Annual Report - Dara Hood, Drain Commissioner
3. Sheriff's Department Annual Report - Ryan Robinson, Sheriff
4. Opioids Settlement - Mike Miller, Interim Administrator 14 - 20  
[1. Notice of New Settlement & Action Needed to Participate](#)  
[2. Settlement Overview](#)  
[Proposed 2026-05 Resolution - Remnant Defendants Opioid Approval](#)

#### Old Business - NONE

#### Finance/Technology

Committee Leader **Commissioner Bardwell** and Commissioner Koch

##### Primary Finance/Technology

1. 2025 and 2026 Financial Overview - Connie Keinath, Chief Accountant 21 - 25  
[Projected 2025 Fund Balance Impact to 2026 Budget](#)  
[General Fund Revenue and Expenditure Comparison 2022 to](#)

[2025](#)

[General Fund Revenue and Expenditure Comparison 2015-2026](#)

**On-Going and Other Finance**

**On-Going and Other Technology**

**Building and Grounds**

Committee Leader **Commissioner Lutz** and Commissioner Koch

**Primary Building and Grounds**

1. Update of Proposed Lease for the Michigan State Police (MSP) Building - Mike Miller, Interim Administrator 26 - 100  
[Nonbinding to Lessor w. Acknowledge \(14\)](#)  
[10724-2024 Lease Draft](#)

**On-Going and Other Building and Grounds**

**Personnel**

Committee Leader **Commissioner Barrios** and Commissioner Vaughan

**Primary Personnel**

1. Mosquito Abatement New Hire Request - Larry Zapfe Mosquito Abatement Director 101  
[Board Request Tyler Bailey](#)
2. Proposed New Hire for the Controller Administrator's Office Vacant Accountant Position - Mike Miller, Interim Administrator

**On-Going and Other Personnel**

**Other Business as Necessary**

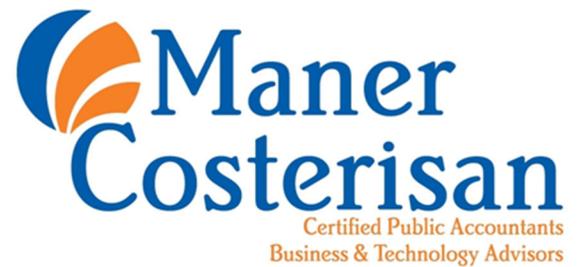
**Public Comment Period**

**Adjournment**

Tuscola County Health Department  
Year Ended September 30, 2025

Audit Presentation  
March 23, 2026

Presented by:  
Dane M. Porter, CPA  
Senior Manager



SETTING THE STANDARD FOR QUALITY  
GOVERNMENTAL AUDITS



## Audit Objective

- The objective, or purpose, of an audit is to express opinions on the financial statements
- The purpose is not to detect fraud or express an opinion on your internal controls

## Opinions

- In our opinion, the financial statements...present fairly, in all material respects,...

## Management's Responsibility for the Financial Statements

- Preparation and fair presentation of the financial statements in accordance with GAAP
- Including design, implementation, and maintenance of internal controls
- Also responsible for fraud detection, deterrence, and prevention

## Auditor's Responsibility

- Obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions.

**TUSCOLA COUNTY HEALTH DEPARTMENT  
STATEMENT OF NET POSITION  
SEPTEMBER 30, 2025**

	Governmental Activities
<b>ASSETS</b>	
Current assets	
Cash	\$ 3,580,139
Accounts receivable	92,055
Due from other governmental units	
Federal/State	200,735
Local	15,651
Prepays	5,509
Inventories	82,118
Total current assets	3,976,207
Noncurrent assets	
Capital assets not being depreciated/amortized	12,500
Capital assets, net of accumulated depreciation/amortization	230,818
Total noncurrent assets	243,318
<b>TOTAL ASSETS</b>	4,219,525
<b>DEFERRED OUTFLOWS OF RESOURCES</b>	
Deferred outflows of resources related to pension	682,845
<b>LIABILITIES</b>	
Current liabilities	
Accounts payable	114,495
Accrued wages	84,413
Other accrued liabilities	17,875
Due to other governmental units	258,378
Unearned revenue	275,082
Current portion of compensated absences	86,236
Current portion of long-term obligations	177,473
Total current liabilities	1,013,952
Noncurrent liabilities	
Net pension liability	3,991,351
Noncurrent portion of compensated absences	129,766
Noncurrent portion of long-term obligations	1,405,956
Total noncurrent liabilities	5,527,073
<b>TOTAL LIABILITIES</b>	6,541,025
<b>NET POSITION</b>	
Net investment in capital assets	144,890
Restricted	1,636,543
Unrestricted	(3,420,088)
<b>TOTAL NET POSITION</b>	\$ (1,638,655)

**TUSCOLA COUNTY HEALTH DEPARTMENT  
STATEMENT OF ACTIVITIES  
YEAR ENDED SEPTEMBER 30, 2025**

<u>Functions/Programs</u>	<u>Expenses</u>	<u>Program Revenues</u>		<u>Net (Expense) Revenues and Changes in Net Position</u>
		<u>Charges for Services</u>	<u>Operating Grants and Contributions</u>	
Governmental activities				
Personal health	\$ 3,124,238	\$ 601,866	\$ 2,263,059	\$ (259,313)
Environmental health	706,091	249,280	455,166	(1,645)
Administration	37,390	-	160,795	123,405
Other	640,982	-	659,070	18,088
Interest on long-term obligations	60,576	-	-	(60,576)
Total	<u>\$ 4,569,277</u>	<u>\$ 851,146</u>	<u>\$ 3,538,090</u>	<u>(180,041)</u>
General revenues				
Investment earnings				879
Miscellaneous				24,293
Transfers				<u>412,494</u>
Total general revenues and transfers				<u>437,666</u>
Change in net position				257,625
Net position, beginning of the year, as previously presented				(1,786,878)
Adjustment to beginning net position				<u>(109,402)</u>
Net position, beginning of year, as restated				<u>(1,896,280)</u>
Net position, end of the year				<u>\$ (1,638,655)</u>

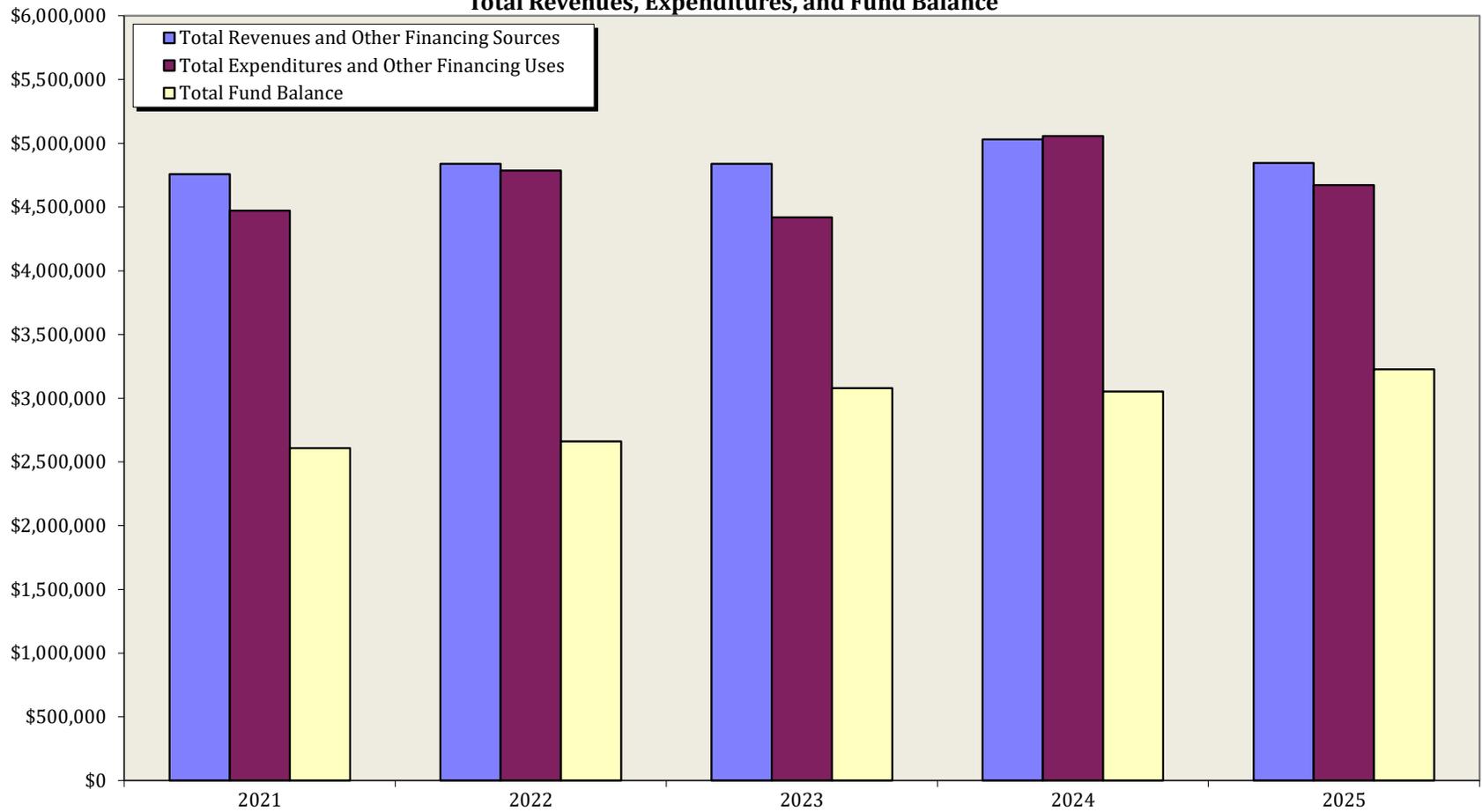
**TUSCOLA COUNTY HEALTH DEPARTMENT  
GOVERNMENTAL FUND  
BALANCE SHEET  
SEPTEMBER 30, 2025**

<b>ASSETS</b>	
Cash	\$ 3,580,139
Accounts receivable	92,055
Due from other governmental units	
Federal/State	200,735
Local	15,651
Prepays	5,509
Inventories	<u>82,118</u>
<b>TOTAL ASSETS</b>	<u><u>\$ 3,976,207</u></u>
 <b>LIABILITIES AND FUND BALANCE</b>	
<b>LIABILITIES</b>	
Accounts payable	\$ 114,495
Accrued wages	84,413
Other accrued liabilities	17,875
Due to other governmental units	258,378
Unearned revenue	<u>275,082</u>
<b>TOTAL LIABILITIES</b>	<u>750,243</u>
 <b>FUND BALANCE</b>	
Nonspendable	5,509
Restricted	1,636,543
Committed	732,505
Unassigned	<u>851,407</u>
<b>TOTAL FUND BALANCE</b>	<u>3,225,964</u>
<b>TOTAL LIABILITIES AND FUND BALANCE</b>	<u><u>\$ 3,976,207</u></u>

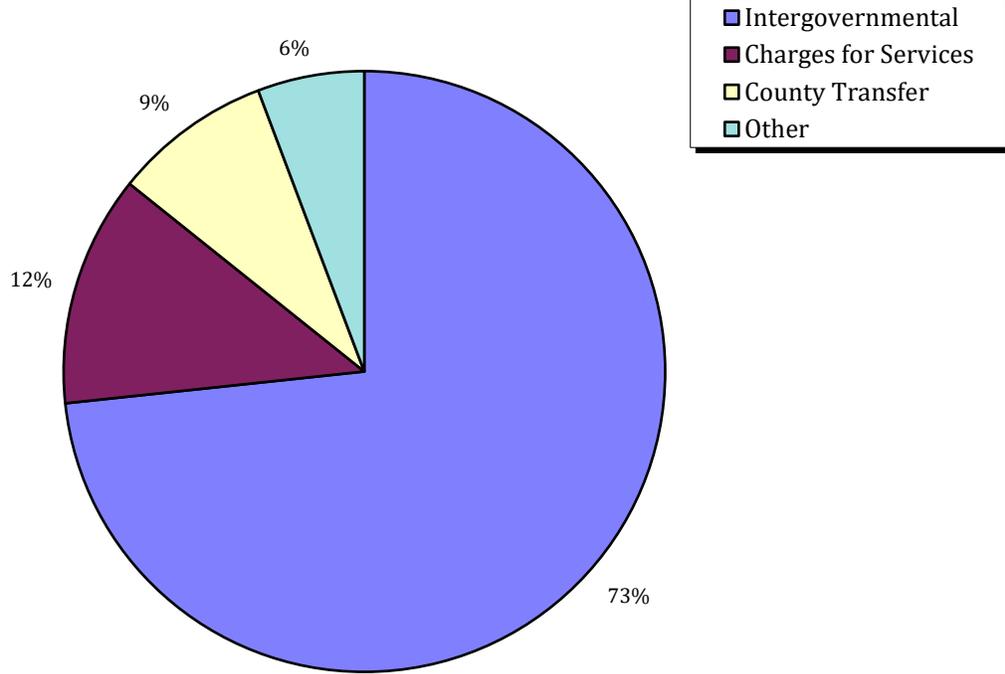
**TUSCOLA COUNTY HEALTH DEPARTMENT  
GOVERNMENTAL FUND  
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE  
YEAR ENDED SEPTEMBER 30, 2025**

REVENUES	
Licenses and permits	\$ 235,472
Intergovernmental	
Federal/State	3,119,876
Local	431,581
Charges for services	601,866
Interest	879
Other	<u>24,734</u>
TOTAL REVENUES	<u>4,414,408</u>
EXPENDITURES	
Current	
Salaries and wages	1,873,293
Fringe benefits	986,658
Supplies and materials	925,948
Contractual	180,886
Health services	1,154
Telephone	9,236
Travel and training	23,968
Insurance	12,314
Repairs and maintenance	20,486
Central service costs	29,081
Building and equipment rentals	107,374
Printing and advertising	124,029
Other	54,706
Capital outlay	92,611
Debt service	
Principal	168,992
Interest	<u>60,576</u>
TOTAL EXPENDITURES	<u>4,671,312</u>
EXCESS OF REVENUES (UNDER) EXPENDITURES	(256,904)
OTHER FINANCING SOURCES	
Transfers in	412,494
SBITA issuance	<u>17,292</u>
TOTAL OTHER FINANCING SOURCES	<u>429,786</u>
NET CHANGE IN FUND BALANCE	172,882
Fund balance, beginning of year	<u>3,053,082</u>
Fund balance, end of year	<u><u>\$ 3,225,964</u></u>

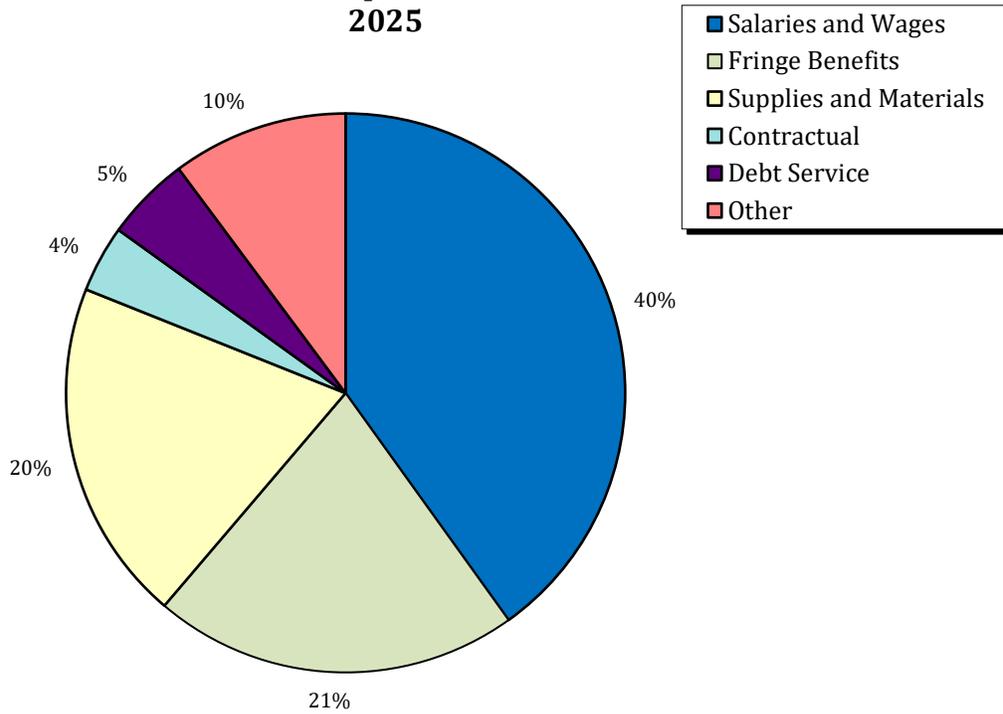
**Tuscola County Health Department  
Total Revenues, Expenditures, and Fund Balance**



**Tuscola County Health Department  
Total Revenues  
2025**



**Tuscola County Health Department  
Total Expenditures  
2025**





# Questions?

Thank you for your time.

Dane M. Porter, CPA  
Senior Manager

**Maner Costerisan**

**Certified Public Accountants  
Business & Technology Advisors**

2425 E. Grand River Avenue, Suite 1  
Lansing, MI 48912  
(517) 323-7500

**NOTICE OF NEW NATIONAL OPIOID SETTLEMENT  
AND UPCOMING ACTION NEEDED TO PARTICIPATE:  
MONDAY, May 4, 2026, DEADLINE**

A new national opioid settlement has been reached with six regional distributors/dispenser defendants (Remnant Defendants Settlement): Associated Pharmacies, Inc. (and American Associated Pharmacies); J M Smith Corporation; Louisiana Wholesale Drug Company, Inc.; Morris and Dickson Co.; North Carolina Mutual Wholesale Drug Company, Inc.; and United Natural Foods, Inc. (including its subsidiaries SuperValu and Advantage Logistics) (Six Remnant Defendants).

This is the formal Notice required by the Remnant Defendants Settlement. You are receiving this Notice because your entity is entitled to participate (Eligible Entity). Please read this Notice and the attached *Settlement Overview* carefully. The *Settlement Overview* provides additional information concerning this new national opioid settlement.

Your entity may have participated in prior national opioid settlements. This Notice concerns the opportunity to participate in this **new** settlement with the Six Remnant Defendants. Your entity may participate in this new settlement even if it did not participate in a prior national settlement.

**All Eligible Entities must “opt in” to participate in this new settlement.** To do so, a person with authority must sign and return the *Combined Subdivision Participation and Release Form* that will be sent via DocuSign shortly. If an Eligible Entity is unable to return an executed *Combined Subdivision Participation and Release Form* using DocuSign, the signed *Combined Subdivision Participation and Release Form* may be submitted via the Rubris Platform Portal. Please utilize the link included in this Notice to upload your entity’s *Combined Subdivision Participation and Release Form* directly to the Rubris Platform Portal. DocuSign remains the preferred method of submission of the needed form.

**The deadline to return the *Combined Subdivision Participation and Release Form* is Monday, May 4, 2026.**

Questions about this Notice or the process for receiving and submitting the required *Combined Subdivision Participation and Release Form* may be directed to your attorney or the Notice and Claims Administrator at [opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com).

Please review the list of individuals on this email and contact the Notice and Claims Administrator at [opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com) if someone else at your entity should receive communications about this Settlement.



**If your entity is represented by an attorney with respect to opioid claims and they are not copied on this message, please immediately contact them concerning this Notice.**

Thank you,  
National Opioids Notice and Claims Administrator for the Remnant Defendants  
Settlement

*The Notice and Claims Administrator is retained to provide the Settlement Notice required by the Settlement Agreement referenced above and to manage the collection of Subdivision Settlement Participation Forms.*



***THIS SETTLEMENT OVERVIEW CONTAINS IMPORTANT INFORMATION ABOUT  
THE SIX REMNANT DEFENDANTS NATIONAL OPIOID SETTLEMENT***

**SIX REMNANT DEFENDANTS SETTLEMENT OVERVIEW**

A new national opioid settlement has been reached with six regional distributors/dispenser defendants (Remnant Defendants Settlement): Associated Pharmacies, Inc (and American Associated Pharmacies); J M Smith Corporation; Louisiana Wholesale Drug Company, Inc.; Morris and Dickson Co.; North Carolina Mutual Wholesale Drug Company, Inc.; and United Natural Foods, Inc. (including its subsidiaries SuperValu and Advantage Logistics) (Six Remnant Defendants). There is one settlement agreement covering the combined settlement with the Six Remnant Defendants.

If effectuated, the proposed Remnant Defendants Settlement will result in the the Six Remnant Defendants paying a combined \$97,625,000.00 in cash for purposes of abating the opioid epidemic. An Eligible Entity's participation in the Remnant Defendants Settlement, the Settlement will result in a one-time settlement payment to each Eligible Entity. The Settlement funds must be used for the *Core Strategies and Approved Uses* set forth in Exhibit D of the Remnant Defendant Settlement Agreement.

The Remnant Defendants Settlement does not include State Attorneys General or any amount allocated to a State. Rather, this Settlement will be distributed only and directly to any Eligible Entity that participates by signing and returning the *Combined Subdivision Participation and Release Form* by the deadline.

The allocation to participating entities will be calculated using the national Denver model but removing from the equation any amount that the Denver model would allocate to a State Attorney General or a State allocation. Specifically, the interstate allocation formula will be used to calculate what amount should go to all the subdivisions in each state and then apply the intrastate allocation as between all subdivisions who are either a litigating subdivision or a non-litigating subdivision with a population of 30,000 or more. Using that methodology, a national pro-rata percentage was created. That allocation percentage of participation is reflected in Exhibit E of the Remnant Defendant Settlement Agreement.



Eligible Entities must decide whether to participate by **Monday, May 4, 2026.**

## **WHO IS RUBRIS INC. AND WHAT IS THE NOTICE AND CLAIMS ADMINISTRATOR?**

The Settlement provides that a Notice and Claims Administrator will provide notice and manage the collection of participation forms. Rubris, Inc. is the Notice and Claims Administrator for this new Settlement and was also retained for the prior national opioid settlements.

## **WHY IS YOUR ENTITY RECEIVING THIS NOTICE?**

Your entity is eligible to participate in this Settlement. This Notice is also sent directly to counsel for each Eligible Entity if the Notice and Claims Administrator has their information. *If you are represented by an attorney with respect to opioid claims, please contact them.*

## **WHERE CAN YOU FIND MORE INFORMATION?**

Detailed information about the Settlement may be found at:

<https://nationalopioidsettlement.com>

You are encouraged to review the Settlement Agreement terms and discuss the terms and benefits with your counsel. Each Eligible Entity will need to decide whether to participate in the proposed Settlement, and entities are encouraged to work through this process before the Monday, May 4, 2026, deadline.

## **HOW DO YOU PARTICIPATE IN THE SETTLEMENT?**

The Settlement requires that each Eligible Entity take affirmative steps to “opt in” to the Settlement. You will receive the *Combined Subdivision Participation and Release Form* via DocuSign along with instructions from the Implementation Administrator. In order to participate in this Settlement, a person with authority must sign and return the required *Combined Subdivision Participation and Release Form*. DocuSign remains the preferred method of submission of the needed form.

The participation rate will be used to determine whether participation for each *Remnant Defendant* is sufficient to move forward. If the Settlement moves forward, your release will become effective as to that *Remnant Defendant*. If the settlement as to any *Remnant Defendant* does not move forward, the release as to that *Remnant Defendant* will not become effective.

Please add the following email addresses to your “safe” list so emails do not go to spam / junk folders: [dse\\_na3@docusign.net](mailto:dse_na3@docusign.net) and [opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com). Please monitor your email for the Participation Form and instructions.



All required documentation must be signed and returned on or before Monday, May 4, 2026. Upon effectuation of the Remnant Defendants Settlement, each Eligible Entity will be provided with a link to a portal where you will enter contact and payment information to receive settlement funds.



# TUSCOLA COUNTY

## BOARD OF COMMISSIONERS

125 W. Lincoln Street  
Suite 500  
Caro, MI 48723

Telephone: 989-672-3700  
Fax: 989-672-4011

At a regular meeting of the Board of Commissioners of the County of Tuscola, State of Michigan, held on \_\_\_\_\_, 2026, with the meeting called to order at 8:00 a.m.

PRESENT:

ABSENT:

The following resolution was offered by \_\_\_\_\_ and  
seconded by \_\_\_\_\_:

### RESOLUTION 2026-05

#### Resolution Authorizing Entry of Participation Agreements in Partial Settlement of the National Prescription Opiate Litigation

**WHEREAS**, Tuscola County filed a lawsuit to address the public nuisance that is the Opioid Epidemic;

**AND WHEREAS** Associated Pharmacies, Inc.; J M Smith Corporation; Louisiana Wholesale Drug Company, Inc.; Morris and Dickson Co.; North Carolina Mutual Wholesale Drug Company, Inc.; United Natural Foods, Inc.; and their subsidiaries (“Six Remnant Defendants”) have negotiated a proposed settlement agreement (“Proposed Settlement”) for Eligible Entities;

**AND WHEREAS** the Proposed Settlement contains an agreement for the Six Remnant Defendants to pay a combined \$97,625,000.00 in cash to resolve pending opioid-related litigation;

**AND WHEREAS** Tuscola County previously executed Participation Agreements for the Distributor and Janssen Settlements, the Teva, Allergan, CVS, Walmart, Walgreens Settlements, the Kroger Settlement, the Sandoz Settlement, and the Secondary Manufacturer and Purdue/Sackler Settlements, which have conferred and continue to confer valuable benefits;

**NOW THEREFORE**, Tuscola County authorizes the execution of a Participation Agreement for the Remnant Defendants Settlement.

**RESOLUTION DECLARED ADOPTED** on this \_\_\_\_ day of \_\_\_\_\_, 2026.

ADOPTED: Yeas:

Nays:

Absent:

Date \_\_\_\_\_

\_\_\_\_\_  
Kim Vaughan, Chairperson  
Tuscola County Board of Commissioners

STATE OF MICHIGAN )

) SS

COUNTY OF TUSCOLA )

I, the undersigned, the duly qualified and acting County Clerk of the County of Tuscola, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by a majority vote of the members elect of the Tuscola County Board of Commissioners at a regular meeting of said Board of Commissioners held on \_\_\_\_\_, 2026 the original of which is on file in my office.

I further certify that notice of the meeting was given in accordance with the Open Meetings Act.

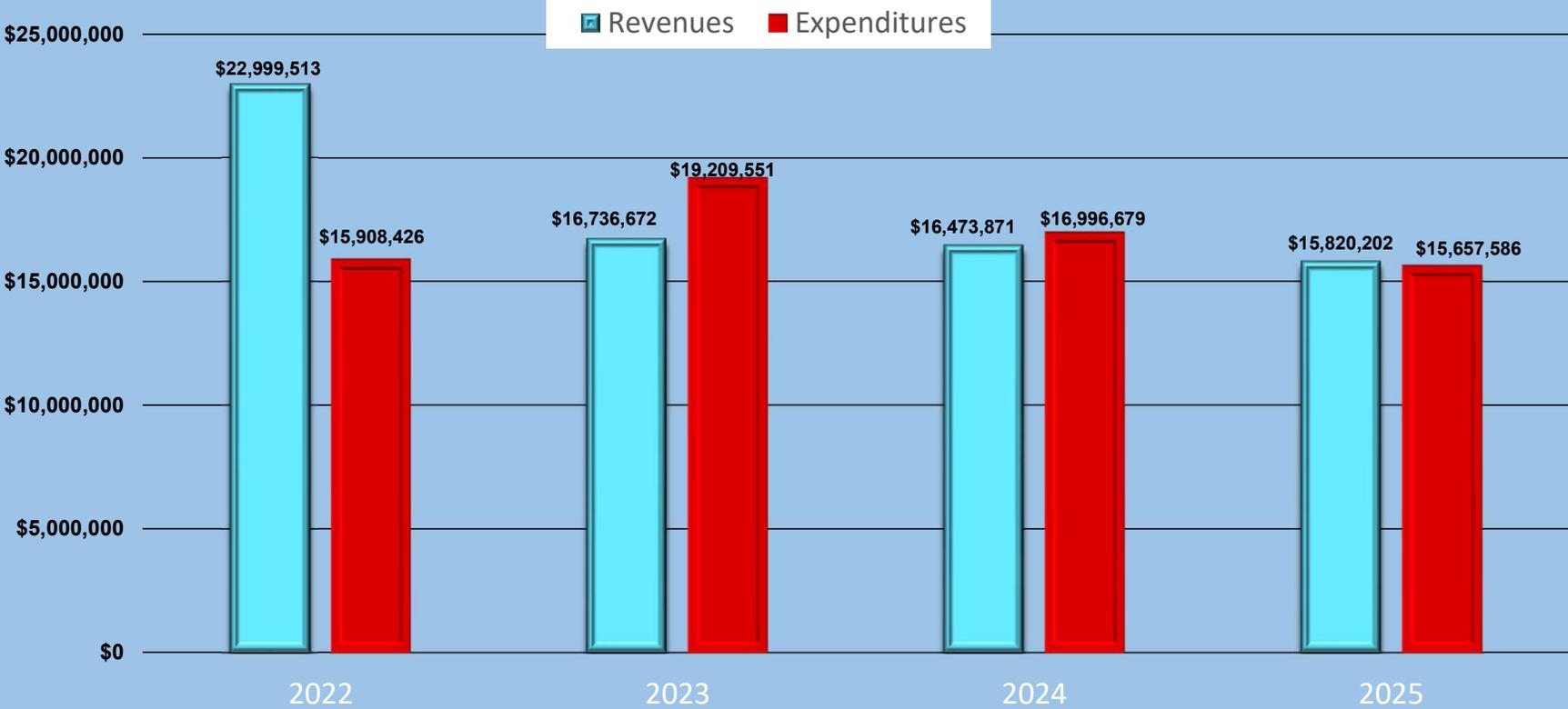
\_\_\_\_\_  
Jodi Fetting  
County Clerk, MCCO  
County of Tuscola

Fund	Fund Name	2026 Projected Beginning Balance (PRELIMINARY ENDING 12/31/25)	2026 Forecasted Revenues & Transfers In	2026 Forecasted Expenditures & Transfers Out	2026 Forecasted Net Effects on Fund Balance	2026 Preliminary Ending Fund Balance
General Fund						
101	Nonspendable	528,663				
	Restricted					
	Committed - Resident Co Hospital					
	Assigned 17% Reserves (Policy) Effective 4-25-2024	2,878,276				
	Unassigned (including PGS Funds)	2,962,863				
	Assigned (Budgeted use of fund balance)	137,764		137,764		
	<b>Total General Fund</b>	6,507,566	16,931,034	16,931,034	(137,764)	6,369,802
Special Revenue Funds						
<b>207</b>	<b>Voted Road Patrol</b>	<b>2,322,668</b>	<b>3,377,067</b>	<b>3,519,464</b>	<b>(142,397)</b>	<b>1,245,222</b>
208	County Parks & Recreation	32,891	29,100	49,195	(20,095)	1,884
213	Arbela Township Police Services	9,096	107,807	104,092	3,715	12,811
<b>214</b>	<b>Voted Primary Road Improvement</b>	<b>37,913</b>	<b>2,347,489</b>	<b>2,217,189</b>	<b>130,300</b>	<b>164,536</b>
215	Friend of the Court	153,579	1,047,800	1,008,572	39,228	156,722
216	Family Counseling	79,049	5,500	5,000	500	75,599
217	MATERIALS MANAGEMENT PLANNING GRANT	13,840	9,662	9,449	213	213
218	Dispatch/911	537,412	1,201,344	1,325,578	(124,234)	413,178
221	Health Department	3,377,770	4,976,676	5,351,921	(375,245)	2,515,893
224	Regional DWI Court Grant	110,989	240,000	336,322	(96,322)	2,022
230	Recycling	259,610	497,800	470,981	26,819	285,974
231	Juvenile Mental Health	16	0	0	0	7,431
232	Millington Township Police Services	0	217,632	210,201	7,431	0
233	New Mental Health Grant for Courts	0	84,828	84,828	0	0
236	Victim Services	0	122,616	122,616	0	0
239	Animal Shelter	32,374	375,850	363,018	12,832	29,760
<b>240</b>	<b>Voted Mosquito Abatement</b>	<b>2,001,377</b>	<b>1,586,849</b>	<b>1,718,925</b>	<b>(132,076)</b>	<b>1,565,462</b>
244	Equipment/Tech Fund	174,950	88,500	89,820	(1,320)	181,482
246	County Veteran Service Grant	27,970	56,568	56,568	0	27,970
249	Building Inspection Fund	147,410	603,774	600,000	3,774	105,427
250	CDBG Housing Program Income	52,953	398,772	433,772	(35,000)	14,699
251	Principal Residence Exemption	103,023	18,692	9,486	9,206	63,196
252	Remonumentation	0	69,529	69,529	0	0

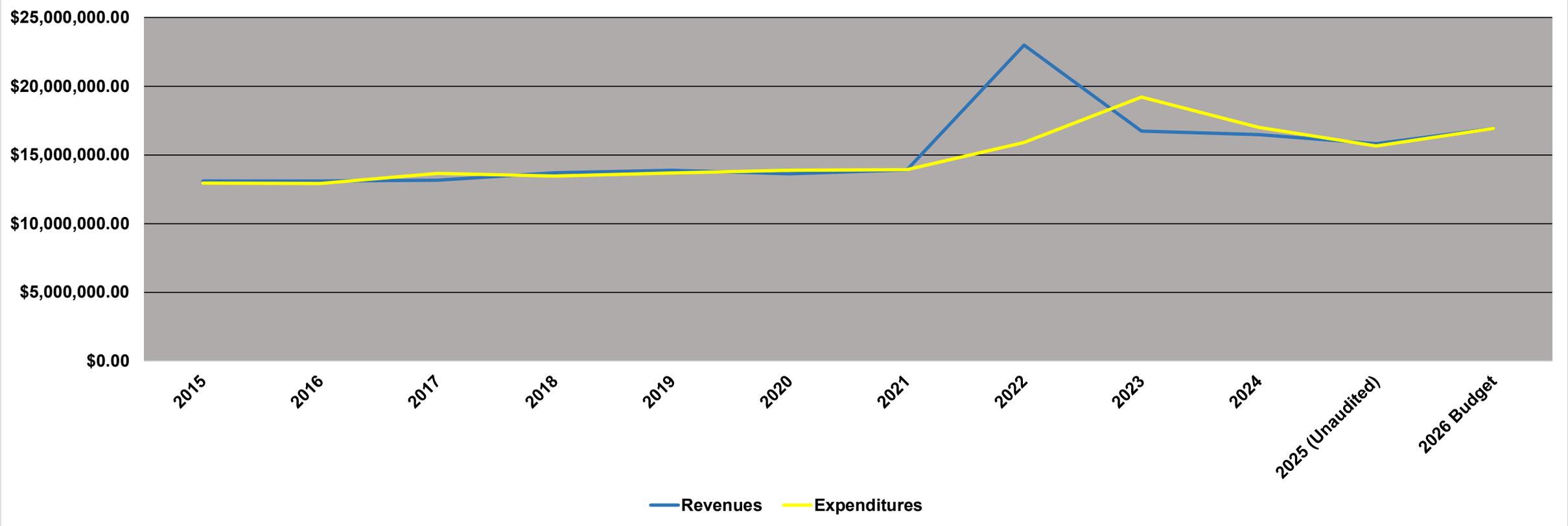
Fund	Fund Name	2026 Projected Beginning Balance (PRELIMINARY ENDING 12/31/25)	2026 Forecasted Revenues & Transfers In	2026 Forecasted Expenditures & Transfers Out	2026 Forecasted Net Effects on Fund Balance	2026 Preliminary Ending Fund Balance
255	Victim of Crime Act Grant	4,281	92,704	95,993	(3,289)	992
256	Register of Deeds Automation	101,516	53,773	33,350	20,423	94,260
258	Geographic Information Systems	273,348	137,515	125,742	11,773	271,786
259	POLICE CPE TRAINING (MCOLES)	40,725	0	0	0	35,695
260	Indigent Defense (MIDC)	590,284	2,142,000	2,075,661	66,339	383,348
261	Homeland Security	64,572	75,000	75,000	0	64,572
263	Concealed Pistol Licensing	239,632	42,300	43,930	(1,630)	221,519
264	Corrections Officer Training	3,619	8,200	8,200	0	11,926
266	Forfeiture Sheriff/Prosecutor/Crime Victim	97,520	0	3,000	(3,000)	82,667
269	Law Library	43,950	6,500	5,320	1,180	46,187
279	<i>Voted MSU-Extension</i>	195,920	244,486	186,049	58,437	256,379
284	Opioid Settlement Fund	1,068,198	329,316	0	329,316	1,179,434
285	Michigan Justice Training	16,872	0	0	0	16,872
288	Human Services Child Care	134,923	150,700	263,820	(113,120)	(33,760)
292	Child Care Probate Juvenile	228,395	835,320	816,424	18,896	238,346
293	Soldiers Relief	30,612	0	9,000	(9,000)	11,322
295	<i>Voted Veterans</i>	178,304	428,585	381,649	46,936	67,282
296	<i>Voted Bridge</i>	378,343	1,179,723	1,457,000	(277,277)	684,010
297	<i>Voted Senior Citizens</i>	3,480	772,751	716,088	56,663	64,635
298	<i>Voted Medical Care Facility</i>	1,113,554	648,932	176,649	472,283	1,525,941
299	<i>VOTED SENIOR CITIZEN HOME DELIVERED MEAIS</i>	0	481,102	160,000	321,102	321,102
	Special Revenue Funds Total	14,282,938	25,092,762	24,789,401	303,361	12,413,995
Debt Service Funds						
352	Pension Bonds	7,571	514,620	513,280	1,340	7,164
353	Pension Bond Health Department	1,001	199,573	198,175	1,398	18
374	Purdy Building Debt	231	77,790	77,645	145	210
375	Caro Sewer System	0	427,097	427,097	0	0
379	Mayville Storm Sewer	0	78,650	78,650	0	0
385	Denmark Sewer System	0	103,037	103,037	0	0
387	Wisner Water	1,000	145,294	145,294	0	0
	Debt Service Funds Total	9,803	1,546,061	1,543,178	2,883	7,392
Capital Project Funds						
470	State Police Capital Expenditures	293,074	57,288	77,500	(20,212)	220,481
483	Capital Improvements Fund	1,790,659	53,713	9,500	44,213	1,853,530
488	Jail Capital Improvement Fund	1,000,978	28,258	250,000	(221,742)	773,452
	Capital Project Funds Total	3,084,711	139,259	337,000	(197,741)	2,847,463
Internal Service Funds						
676	Motor Pool (Child Care Vehicle)	37,868	0	0	0	33,922
677	Workers Compensation	178,802	0	0	0	29,497
	Other Funds Total	216,670	0	0	0	63,419

Fund	Fund Name	2026 Projected Beginning Balance (PRELIMINARY ENDING 12/31/25)	2026 Forecasted Revenues & Transfers In	2026 Forecasted Expenditures & Transfers Out	2026 Forecasted Net Effects on Fund Balance	2026 Preliminary Ending Fund Balance
Proprietary Funds						
291	Medical Care Facility	11,597,703	26,621,644	27,221,195	(599,551)	8,219,846
532	Tax Foreclosure Fund	2,984,772	754,647	1,451,818	(697,171)	554,669
595	COMMISSARY/CONCESSION FUND	23,394	60,000	35,000	25,000	50,000
626	Combined Revolving Tax Fund	6,712,723	683,276	682,500	776	6,328,963
	Proprietary Funds Total	21,318,592	28,119,567	29,390,513	(1,270,946)	15,153,478
	Total All Funds	45,420,280	71,828,683	72,991,126	(1,162,443)	36,855,549

General Fund Revenue Expenditure Comparison 2022 to 2025 Preliminary



**General Fund Revenues Compared to Expenditures  
2015 to 2025 Actual - 2026 Budgeted**





STATE OF MICHIGAN

DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET  
LANSING

GRETCHEN WHITMER  
GOVERNOR

MICHELLE LANGE  
DIRECTOR

Dear Lessor:

The purpose of this letter is to advise you of the laws and procedures related to real estate leasing for the Executive Branch, State of Michigan.

No employee of the State of Michigan has authority to make oral or written promises regarding a lease agreement or changes to an existing lease agreement without the approval of the State Administrative Board. Oral discussions or representations made by an employee of the State cannot be construed as a promise or as a verbal contract of any type.

The Management and Budget Act (Public Act 431 of 1984) and Executive Order 2002-20 specifies that the Department of Technology, Management & Budget (DTMB) is the only department authorized to enter into lease agreements, only after obtaining all necessary approvals. Conversations and discussions with representatives from a department or agency other than the DTMB are prohibited. Department or agency personnel may only engage in conversations with the lessor to report maintenance problems within a leased facility. Lessors who are contacted for non-maintenance issues should direct the department or agency personnel to contact the DTMB Real Estate Division.

Discussion on lease matters should only be conducted with the DTMB. Discussions directly with personnel from other departments or agencies should not occur.

In dealing with the DTMB on real estate matters, verbal discussions or negotiations, or transmittal of draft documents, should not be construed as promises or contracts of any type due to the requirement for approvals to complete the transaction. You must receive a fully executed document, signed by an authorized representative of the DTMB for an agreement to be valid.

Thank you for your cooperation. Feel free to contact me at (517) 284-7924 if you have any questions.

Sincerely,

Thomas J. Fehrenbach  
Director  
Real Estate Division, DTMB

ACKNOWLEDGEMENT:

Lessor:

\_\_\_\_\_ Date \_\_\_\_\_  
Print Name:  
Title:

C: Contact Department  
File



**LEASE**

**State Lease #10724-2024**

**between**

**TUSCOLA COUNTY, as Lessor**

**and**

**THE STATE OF MICHIGAN, as Lessee**

**ARTICLE I - DEFINITIONS**

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

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- 2.2 Location of Leased premises
- 2.3 Early possession
- 2.4 Initial term of possession
- 2.5 First renewal option
- 2.6 Second renewal option
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- 2.8 Fourth renewal option
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- 2.10 Assignment/sublet
- 2.11 Quiet enjoyment
- 2.12 Lessor access to Leased premises
- 2.13 Lessor provides equivalent premises

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- 3.1 Lessor obligations
- 3.2 Asbestos
- 3.3 Toxic, hazardous, injurious substances
- 3.4 Defense against claims
- 3.5 Commence remodeling or construction
- 3.6 Complete remodeling or construction
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- 3.8 Contract change orders
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- 3.18 Energy Efficiency
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- 4.8 Recording of lease
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## LEASE

State Lease #10724-2024

between

**TUSCOLA COUNTY, as Lessor  
A Governmental Unit**

and

**THE STATE OF MICHIGAN, as Lessee**

THIS LEASE is entered into by **Tuscola County**, as Lessor, whose address is **125 Lincoln Street, Suite, 500, Caro, Michigan 48723**, and the State of Michigan by the Department of Technology, Management & Budget for the **Michigan State Police**, as Lessee.

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

### ARTICLE I - DEFINITIONS

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

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

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

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

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

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

1.7 - Reserved

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

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

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

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

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

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

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

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

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

## ARTICLE II - POSSESSION

2.1 - The Lessor leases to the Lessee **7,546 usable** square feet of space, referred to as the "Leased premises", which is outlined on a plan attached as Enclosure "A". This square footage is based upon the A.N.S.I. Z65.1 - 1996 method for calculating space.

2.2 - The Leased premises, located on the property described in Enclosure "B" also known as **1485 Cleaver Road**, in the **City of Caro, County of Tuscola**, State of Michigan.

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

2.4 - The Lessor shall furnish the Leased premises with their appurtenances to the Lessee for a **ten-year (10)** initial term of possession beginning upon actual possession or at 12:01 a.m. on **November 1, 2025**, and ending at 11:59 p.m. on **October 31, 2035**, or such later date as provided in paragraph 3.6. If the Leased premises are not ready by the possession date, the beginning and ending dates may be altered by mutual written consent to reflect the correct possession date. If the initial possession date is changed, paragraphs 2.5, 2.6, and Article V shall also be changed accordingly.

2.5 - This Lease may, at the option of the Lessee, be extended for a **five-year (5)** term beginning at 12:01 a.m. on **November 1, 2035**, and ending at 11:59 p.m. on **October 31, 2040**, provided notice be given in writing to the Lessor **thirty (30)** days before this Lease or extension expires.

2.6 - This Lease may, at the option of the Lessee, be extended for a **five-year (5)** term beginning at 12:01 a.m. on **November 1, 2040**, and ending at 11:59 p.m. on **October 31, 2045**, provided notice be given in writing to the Lessor **thirty (30)** days before this Lease or extension expires.

2.7 – **Deleted, Not Applicable**

2.8 - **Deleted, Not Applicable**

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

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

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

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

2.13 - If for any reason relating to ownership of the Leased premises the Lessor is unable to lawfully put and maintain the Lessee in possession of the Leased premises as of the commencement of the term of this Lease or any proper extension thereof, the Lessor shall immediately secure other premises which in the Lessee's sole judgment is substantially equivalent to the Leased premises described herein, at a rental rate to the Lessee which shall not exceed the rental consideration in this Lease.

### **ARTICLE III - LESSOR OBLIGATIONS**

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

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

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

c) Natural and/or artificial interior illumination that provides a minimum **35** foot-candles (fc) (excluding task lighting), measured at desk level, at all times, throughout the Leased premises. While artificial illumination by Light-emitting Diodes (LED) is preferred, artificial illumination by incandescent or fluorescent lamps is acceptable. Artificial illumination shall include tubes, bulbs, starters, ballasts, fuses, drivers and all other components used inside the illumination fixture, and the replacement thereof for the Leased premises and common areas. The State encourages light harvesting for energy efficiency whenever natural light can be utilized within the space.

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

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

f) **Deleted, Not Applicable**

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

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

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

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

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

l) **Deleted, Not Applicable**

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

n) **Deleted, Not Applicable**

o) **Deleted, Not Applicable**

p) **Deleted, Not Applicable**

q) Paved, striped, illuminated, and motor vehicle parking on the Leased premises for a total of **50 common** motor vehicles, including overnight parking for state-owned motor vehicles. The striping on the parking lot shall be repainted **every three (3) years** by the Lessor. Illumination shall be not less than 2 foot-candles, with a uniformity not greater than 4 to 1, measured on the parking surface. The Lessor shall provide replacement tubes, bulbs, starters, and fuses, i.e., all parts and equipment necessary to provide and maintain this exterior illumination.

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

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

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

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

v) General premises liability insurance for the Leased premises identified in paragraphs 2.1 and 2.2, which provides full coverage for the Lessor, the Lessee, and their respective agents and employees and which protects against all claims, demands, actions, suits, or causes of action, and judgments, settlements or recoveries, for bodily injury or property damage arising out of a condition of the Leased premises. The Lessor agrees to maintain minimum policy limits in the amount of \$500,000.00 per occurrence for property damage, and \$1,000,000.00 per occurrence for bodily injury, with a \$2,000,000.00 aggregate. The Lessor shall provide to the Lessee a certificate of insurance listing the Lessee, its several departments, boards, agencies, commissions, officers, and employees as additional insureds, within thirty (30) calendar days following execution and delivery of this Lease to the Lessor, and every year thereafter. The insurance policy shall provide that it may not be modified, cancelled, or allowed to expire without thirty (30) days prior written notice given to the Lessee.

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

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

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

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

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

aa) **Deleted, Not Applicable**

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

cc) New flooring and paint throughout. Replacement of ceiling grid pads as needed. Improvements to the premises are to be completed during the one hundred twenty (120) days immediately following the start of the eleventh (11<sup>th</sup>) year of occupancy, and every ten (10) years thereafter. The 120-day period is intended as a "window period" only, not as permission to take 120 days to complete the replacement. The flooring, paint, and ceiling grid pads shall be of equal or better construction, materials, or grade, as compared to the flooring, paint, and ceiling grid pads used upon initial possession. The Lessor will provide, at Lessor's sole cost, in addition to the flooring, moving or "lifting" of the existing furniture, if necessary; the adhesive for the new flooring, and the replacement of any cove base if damaged.

**The Lessor will provide a work schedule and obtain approval from the Lessee prior to beginning any of the work described in this paragraph.**

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

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

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

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

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

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

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

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

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

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

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

e) The Lessor and Lessee mutually agree that they shall not release on, in, or below the Leased premises any hazardous substance. The Lessee assumes responsibility, to the extent provided by law, for a release or threatened release of a hazardous substance caused by the Lessee. The Lessor need not indemnify or defend the Lessee if the release or threatened release is caused solely by the Lessee.

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

3.5 - The Lessor shall begin the remodeling or construction indicated in paragraph 3.7 within **ninety (90)** days from the date this Lease is fully executed. All work required under paragraph 3.7 shall meet the latest local and state building codes, fire codes, and barrier free regulations. The Lessor shall be responsible for acquisition of and payment for all necessary permits.

3.6 - The Lessor shall complete the remodeling or construction in accordance with the standards and specifications listed in paragraph 3.7 by **April 30, 2026**, or **one hundred eighty (180)** days from the date this Lease is fully executed, whichever is later.

3.7 - See attached Enclosure "C", for remodeling or construction standards and specifications. See Enclosure "C-1" for final detailed construction plans and specifications.

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

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

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

**3.11 - Deleted, Not Applicable**

3.12 - The Lessor shall comply with the Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq*, and all other federal, state and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this real estate contract, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Lessor agrees to include in every subcontract entered into for the performance of this real estate contract this covenant not to discriminate in employment. A breach of this covenant is a material breach of this real estate contract. This covenant is cross referenced in Article XI.

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

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

3.15 – Reserved

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

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

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

3.19 - As required by MCL 408.1112, if the Michigan Prevailing Wage Act, MCL 408.1101 *et seq.* applies to this Contract, construction mechanics (as defined in MCL 408.1101 (b)) are intended beneficiaries of the contractual prevailing wage, fringe benefit, and nondiscrimination nonretaliation requirements of the Contract. Any construction mechanic aggrieved by the failure of a Contractor or subcontractor to pay prevailing wages or benefits as specified in this Contract, or by a violation of MCL 408.1107, in addition to any other remedies provided in Public Act 10 of 2023 or by law, may bring an action in a court of competent jurisdiction against the Contractor or subcontractor for damages or injunctive relief and may be awarded reinstatement or other appropriate relief, and all damages sustained, together with actual costs and attorney fees at trial and on appeal. If the Michigan Prevailing Wage Act, MCL 408.1101 *et seq.* applies to this Contract, the rates of wages and fringe benefits to be paid to each class of construction mechanic (as defined in MCL 408.1101 (b)) by Contractor and subcontractors must not be less than the wage and fringe benefit rates prevailing in the locality in which the work is performed.

#### ARTICLE IV - LESSEE OBLIGATIONS, DUTIES, and OPTIONS

4.1 - The Lessee shall furnish:

- a) **Metered** payment for electrical utilities used in the Leased premises
- Metered** payment for natural gas utilities used in the Leased premises
- Metered** payment for water and sewerage utilities used in the Leased premises.

b) Exterior grounds maintenance, including grass and weed cutting, clippings removal, leaf raking, litter removal, sidewalk surface and parking lot surface maintenance.

c) Janitorial supplies, equipment, personnel, and supervision for complete janitorial service.

d) Replacement of fluorescent tubes and bulbs used within interior artificial illumination fixtures, in the Leased premises.

e) Snow and/or ice removal from sidewalks and parking lot.

f) Trash removal from office wastebaskets, dumpsters, or equivalent containers used by the Lessee.

g) Telecommunications system and equipment.

h) Intrusion alarm system monitoring.

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

j) **Deleted, Not Applicable**

k) **Deleted, Not Applicable**

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

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

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

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

4.5 - Upon cancellation or termination of this Lease, the Lessee shall clean the Leased premises to "broom-clean condition", and shall remove all furnishings from the Leased

premises. Furnishings remaining in or on the Leased premises after the cancellation or termination effective date shall be considered abandoned property, and the Lessee shall be obligated to pay the Lessor for all reasonable removal costs.

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

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

4.8 - If the Lessee records this Lease with the county register of deeds, the Lessee shall record a discharge or notice of cancellation or termination of Lease within thirty (30) days after the cancellation or termination of this Lease is effective. The discharge from the public record shall include any recorded amendments to this Lease.

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

4.10 - The Lessee shall not permit:

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

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

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

## **ARTICLE V - RENT CONSIDERATION**

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

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

5.3 - The Lessee shall pay to the Lessor as annual rent consideration for the Leased premises from 12:01 a.m. **November 1, 2025**, through 11:59 p.m. **October 31, 2035**, at the rate of **Seventy-Eight Thousand Seven Hundred Eighty and 24/100 dollars (\$78,780.24)** per year, payable in installments of **Six Thousand Five Hundred Sixty-Five and 02/100 dollars (\$6,565.02)** per month.

5.4 - **Deleted, Not Applicable**

5.5 - In the event the Lessee exercises the renewal option pursuant to Article II, paragraph 2.5, the Lessee shall pay to the Lessor as rent consideration for the Leased premises

from 12:01 a.m. **November 1, 2035**, through 11:59 p.m. **October 31, 2040**, at the rate of **Eighty-Six Thousand Ninety-Nine and 88/100 dollars (\$86,099.88)** per year, payable in installments of **Seven Thousand One Hundred Seventy-Four and 99/100 dollars (\$7,174.99)** per month.

a) In the event the Lessee exercises the renewal option pursuant to Article II, paragraph 2.5, the Lessee shall pay to the Lessor as rent consideration for the Leased premises from 12:01 a.m. **November 1, 2040**, through 11:59 p.m. **October 31, 2045**, at the rate of **Ninety-Three Thousand Three Hundred Forty-Four and 04/100 dollars (\$93,344.04)** per year, payable in installments of **Seven Thousand Seven Hundred Seventy-Eight and 67/100 dollars (\$7,778.67)** per month.

5.6 - Deleted, Not Applicable

5.7 - Deleted, Not Applicable

5.8 - Deleted, Not Applicable

5.9 - Deleted, Not Applicable

5.10 - Deleted, Not Applicable

5.11 - Deleted, Not Applicable

5.12 - Upon Substantial Completion of the remodeling or construction work found in paragraph 3.7, the Lessee shall make full or partial payment to the Lessor for said remodeling or construction in an amount not to exceed \$ . The Lessor shall submit to the Real Estate Division of the Department of Technology, Management & Budget, invoices from all contractors, subcontractors, or skilled trades, to substantiate costs. Full or partial payment shall be made concurrently with the first month's rent consideration payment, or the rent consideration payment due the Lessor thirty (30) days after the remodeling or construction is completed, and proper invoices submitted, whichever is later. The amount of partial payment withheld from the total amount due will be proportional to the amount of work substantially completed.

5.13 - Reserved

5.14 - Reserved

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

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

5.17 - The Lessee shall be entitled to an abatement of rent consideration for the period during which the Leased premises are rendered untenable or incapable of the use for which the premises were leased as described in paragraph 1.10. In the event that only a part of the Leased premises are untenable or incapable of such use, the rent shall be reduced in

proportion to the entire area rented by the Lessee. This covenant is cross referenced in Articles III, IV and XI.

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

## **ARTICLE VI - LESSEE OPTION TO PURCHASE**

6.1 - For purposes of this Article VI only, the Lessor shall be defined as the "Seller" and the Lessee shall be defined as the "State".

6.2 - The Seller hereby grants to the State the exclusive right and option to purchase the Leased premises described in paragraphs 2.1 and 2.2 (for purposes of Article VI, referred to as the "Premises"), and all rights, title, and interest presently held and subsequently acquired therein.

(See Enclosure "B" for Legal Description)

6.3 - This option to purchase may be exercised by the State only:

Any time after the first full year of possession.

6.4 - Written notice of the exercise of this option to purchase shall be made by the State, as found in paragraph 12.1.

6.5 - The total purchase price shall be the fair market value of the land, structures and improvements thereto, as described in paragraphs 2.1 and 2.2.

6.6 - Fair market value shall be determined by an independent fee appraiser who is licensed by the State of Michigan as a State Certified Real Estate Appraiser, under the authority of 1980 PA 299, as amended, MCL 339.101 *et seq.* (Occupational Code).

6.7 - The State shall contract and pay for an independent fee appraisal to determine fair market value. However, if the Seller does not agree with the fair market value established by the State's appraisal, the Seller shall, at the Seller's expense, contract for a second fair market value appraisal by an independent fee appraiser who is licensed by the State of Michigan as a State Certified Real Estate Appraiser, under the authority of 1980 PA 299, as amended, MCL 339.101 *et seq.* (Occupational Code). The State and the Seller shall promptly notify each other of the estimated time to obtain an appraisal. The State and the Seller shall promptly submit their respective appraisals to each other, but in no event later than thirty (30) days after receipt of the appraisal. If there is a difference between the first and second appraisal of ten percent (10%) or less, the State and the Seller shall split the difference in value. If there is a difference between the first and second appraisals of more than ten percent (10%), the State shall contract for a review appraisal, of the first and second appraisals. The review appraisal determination shall be binding upon the State and the Seller. The cost of the review appraisal shall be split equally by the State and the Seller.

**6.8 – Deleted, Not Applicable**

6.9 - If the State exercises its option to purchase the Premises, the Seller shall, within ten (10) days thereafter, furnish and deliver to the State's attorney a commitment for title

insurance with coverage in an amount at least equal to the amount of the taxable value. The commitment for title insurance shall evidence good and marketable title in fee simple absolute to the Premises to be vested in the State and shall be conditioned only upon delivery of a sufficient warranty deed from the Seller to the State. The Seller shall take all actions required by such commitment for title insurance to remove exceptions to coverage for liens, mortgages, and all other similar encumbrances prior to closing. The Seller shall update the amount of coverage to the fair market value as determined in paragraph 6.7 prior to closing.

6.10 - If objection to the title is made, based upon a written opinion of the State's attorney that the title is not in the condition as required for performance hereunder, the Seller shall have thirty (30) days from the date they are notified in writing of the particular defects claimed to remedy the title to the satisfaction of the State's attorney. If the Seller fails to remedy the defect within said thirty (30) days, this option, in the discretion of the State, may be considered null and void and the parties relieved from any and all liability thereunder or the State may proceed to have such defect remedied or removed. The Seller shall use its best efforts and shall cooperate with the State to remove any and all title defects so identified.

6.11 - In the event that examination of the title by the State's attorney discloses any easements or restrictions on use of the Premises which would prevent the State from using the Premises for the purposes for which they were to be acquired, the State may at its sole discretion terminate this option and the parties will be thereupon relieved from any and all liability hereunder or the State may proceed to have any easements or restrictions on the use of the Premises removed. If the State is unsuccessful in removing such easements or restrictions, the State may, at its option, terminate this option and the parties will be thereupon relieved from any and all liability hereunder. The Seller shall use its best efforts and shall cooperate with the State to remove any and all restrictions on the use of the Premises.

6.12 - If the Premises are not free and clear of and from all defects, liens and encumbrances, the Seller shall remove all defects, liens and encumbrances on or before the date that the warranty deed is to be delivered. The documents referred to above shall collectively demonstrate no unpaid delinquent taxes assessed against the Premises in question or against the Seller. The Seller shall also furnish to the State's attorney, if the Premises are being sold on a land contract, a copy of the land contract, or assignment of land contract, with payment record showing all interest and principal paid to date with a clearly stated outstanding principal balance thereon.

6.13 - Transfer of title to the Premises described in paragraphs 2.1 and 2.2 shall be effected by warranty deed conveying a good and marketable title in fee simple absolute to the Premises, including title to all fluid, mineral and gas rights, buildings, structures, trees and other improvements thereon. The title is to be free and clear from all liens and encumbrances. The warranty deed shall be delivered to the State upon payment of the full purchase price.

6.14 - Unless instructed to do otherwise by the Seller, the State shall deliver to the Seller, at the time set for delivery of the warranty deed, a State warrant payable to the Seller.

6.15 - If this option is exercised, the Seller shall deliver possession of the Premises in vacant condition and free of all possessory interests (except this Lease), including tenancies, licenses, and others lawfully or unlawfully upon the Premises, in as good condition as it now is, reasonable wear and tear excepted, upon execution and delivery of the warranty deed. Warranties for structural systems, materials, and equipment received by the Seller, whether expressed or implied, including but not limited to warranties of merchantability and fitness for a

particular purpose, shall be assigned to the State by the Seller upon delivery of possession to the State.

6.16 -The Seller acknowledges responsibility for payment of any state or local real estate transfer taxes. Such obligation shall be discharged no later than the time of delivery of the warranty deed to the State. The warranty deed shall be delivered to the State of Michigan either with stamps affixed or accompanied by a check(s) payable to the County Register of Deeds in the amount of such taxes.

6.17 - The Seller shall be responsible for paying the cost of recording discharges of mortgages, documents terminating liens, quit-claim deeds, or other documents required by law or requested by the State's attorney to clear defects in the title. The State shall be responsible for paying the cost of recording the warranty deed delivered by the Seller.

**6.18 - Deleted, Not Applicable**

6.19 - The Seller agrees not to do, or suffer others to do, any act by which the value or title to the Premises may be diminished or encumbered. The Seller further covenants and binds itself, its successors, and assigns to carry out the terms of this option.

**6.20 - Reserved**

6.21 - If this option is exercised, the State may, at its sole discretion, require the Seller to undertake an environmental assessment of the Leased premises, satisfactory to and for the benefit of the State, that is adequate to establish the liability exemption and defenses available in Sections 20126 (1)(c) and 20126 (3)(h) of the Natural Resources and Environmental Protection Act (NREPA), MCL 324.20126(1)(c) and 324.20126(3)(h) and Section 107(b)(3) of the Comprehensive Environmental Response Compensation Liability Act, 42 USC 9607(b)(3), that the Leased premises, and the property on which the Leased premises is located, do not contain a concentration of any hazardous substance above applicable criteria. The environmental assessment shall be in addition to the environmental assessment referenced in paragraph 3.3(a) of this Lease. If, based upon the environmental assessment undertaken as a part of this option, a release or threat of a release is discovered, the State may, at its sole discretion, terminate this option and be relieved of any liability under Article VI. Nothing in this paragraph shall relieve the Lessor/Seller of its obligations under paragraph 3.3 of this Lease.

**ARTICLE VII - EMINENT DOMAIN/CONDEMNATION**

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

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

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

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

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

#### **ARTICLE VIII - ESTOPPEL**

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

- a) This Lease is in full force and effect without modification except as may be represented by the Lessor,
- b) There are no uncured defaults in the Lessor's performance,
- c) Not more than one (1) month's rent has been paid in advance.

#### **ARTICLE IX - Reserved**

#### **ARTICLE X - LESSOR'S MORTGAGEE**

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

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

10.3 - If the Leased premises are at any time during the term of this Lease subject to a Lessor's mortgage, then, whenever the Lessee gives notice to the Lessor alleging default by the Lessor in performance of any covenant or obligation under this Lease, the Lessee shall simultaneously give a copy of such notice to the Lessor's mortgagee (at the address of the Lessor's mortgagee provided pursuant to paragraph 10.1). Lessor's mortgagee shall have the right (but not the obligation) to cure or remedy Lessor's default during the same time period that is permitted to the Lessor hereunder for the remedying or curing of such default. Lessee will accept such curative or remedial action taken by a Lessor's mortgagee with the same effect as if such action had been taken by the Lessor. Any claims for damages by the Lessee shall not be waived by the Lessor's mortgagee's corrective or remedial action.

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

## **ARTICLE XI - CANCELLATION**

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

### **11.2 - Deleted, Not Applicable**

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

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

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

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

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

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

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

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

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

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

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

k) The Lessor or any subcontractor of the lessor fails to pay construction mechanics (as defined in MCL 408.1101 (b)) prevailing wages or fringe benefits as specified in Public Act 10 of 2023.

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

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

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

## **ARTICLE XII - NOTICE, APPLICATION, AND APPROVALS**

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

<b>Lessor</b>	<b>Lessee</b>
Tuscola County	Director, DTMB Real Estate Division
C/o Department of Buildings and Grounds	3111 W. St. Joseph Street
Attn: Mike Miller, Director	Lansing, MI 48917
125 W. Lincoln Street	E-mail: dtmb-realestate@michigan.gov
Caro, MI 48723	
	<b>Copy to: Michigan State Police</b>
E-mail: mmiller@tuscolacounty.org	Management Services Section
Telephone: 989-672-3756	905 Marigold Avenue
	East Lansing, MI 48823

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

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

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

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

12.5 - This Lease supersedes and cancels a Lease between Lessor and Lessee, which was approved by the State Administrative Board, Item #8, on **September 7, 1999**, between **The County of Tuscola**, as Lessor, and the State of Michigan, **Department of State Police, subsequently known as Michigan State Police**, as Lessee, for premises located at **1485 Cleaver Road, Caro, Michigan 48723**, consisting of **7,546 usable** square feet of space, which is a part of the Leased premises herein described, which said Lease shall be null and void when this Lease becomes effective.

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

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

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

\*\*\*\*\*

Enclosure "A" - 1 page, floor plan(s)/site plan

Enclosure "B" - 1 page, legal description

Enclosure "C" - 41 pages, State of Michigan Office Construction and Tenant Fitout

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

Enclosure "D" - 1 page, Estoppel Certificate

Enclosure "E" - 2 pages, Nondisturbance Agreement

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

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

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

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

Lessor: Tuscola County

\_\_\_\_\_  
Signature Date: \_\_\_\_\_

Print Name:

Title:

State of Michigan, County of \_\_\_\_\_.

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

20\_\_\_\_, by \_\_\_\_\_

Type or print name(s) of person(s) signing this document

the \_\_\_\_\_ for the \_\_\_\_\_

of \_\_\_\_\_, Michigan Municipal Corporation.

\_\_\_\_\_, Notary Public in the County of \_\_\_\_\_

Acting in the County of \_\_\_\_\_, State of Michigan.

My commission expires \_\_\_\_\_.

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

Lessee: Michigan State Police

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

Print Name:

Title:

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

Lessee: Department of Technology, Management & Budget

\_\_\_\_\_  
Signature Date: \_\_\_\_\_

Thomas J. Fehrenbach  
Director  
Real Estate Division, DTMB

State of Michigan, County of \_\_\_\_\_

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Thomas J. Fehrenbach, Director for the Michigan Department of Technology, Management & Budget, Real Estate Division.

\_\_\_\_\_, Notary Public in the County of \_\_\_\_\_  
\_\_\_\_\_.

Acting in the County of \_\_\_\_\_, State of Michigan.

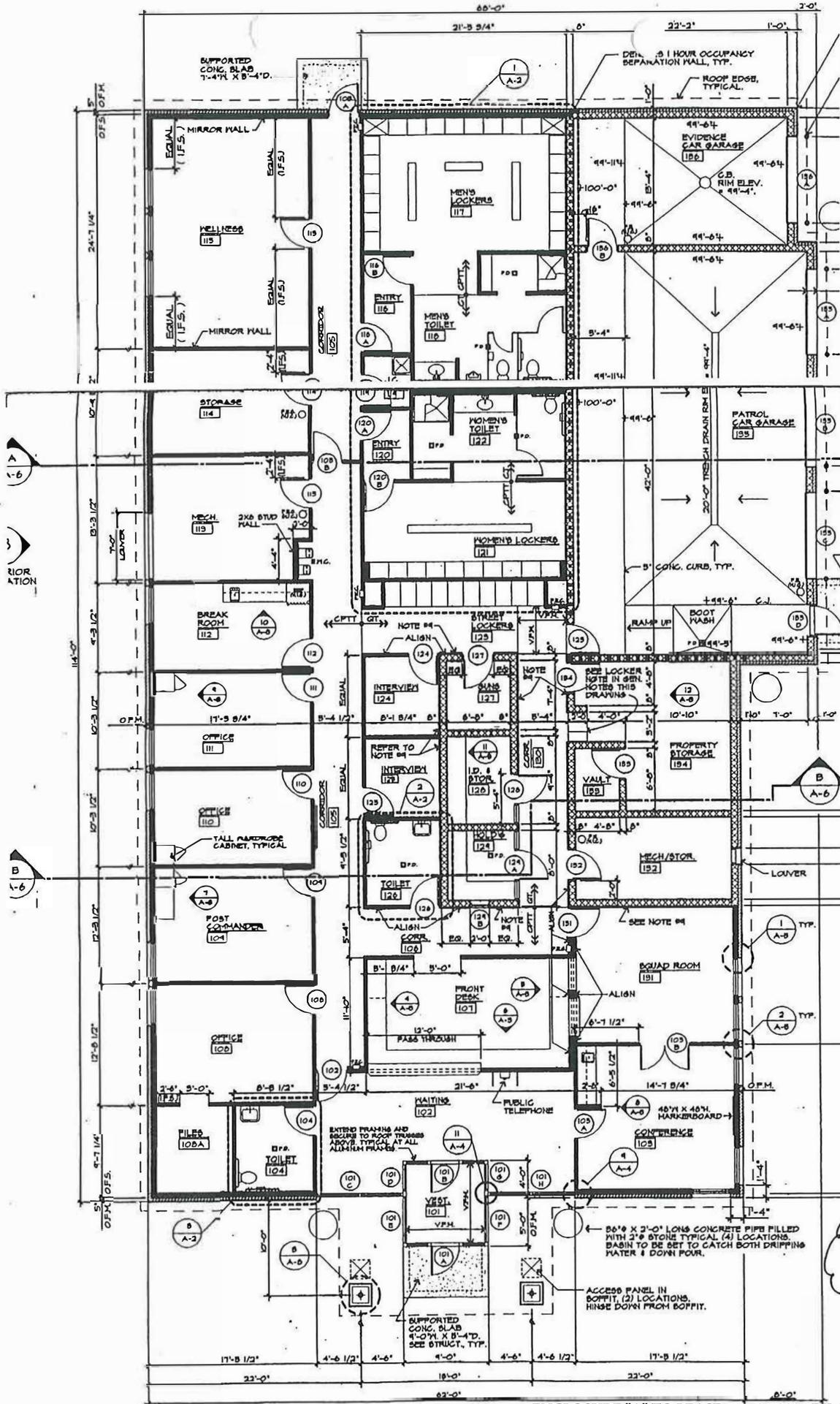
My commission expires \_\_\_\_\_.

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

This Lease was approved by the Michigan State Administrative Board on

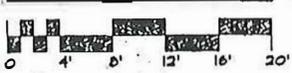
Form Updated: 11-13-2020

**Item #**



Space occupied consists of 7,546 square feet, located at:  
 1485 Cleaver Road, Caro, MI 48723 (Tuscola County)

**FLOOR PLAN**



ENCLOSURE "A" TO LEASE #10724-2024 BY AND BETWEEN TUSCOLA COUNTY, AS LESSOR, AND THE STATE OF MICHIGAN BY THE DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET FOR THE MICHIGAN STATE POLICE, AS LESSEE.



ENCLOSURE "C" TO LEASE #10724-2024 BY AND BETWEEN TUSCOLA COUNTY, AS LESSOR,  
AND THE STATE OF MICHIGAN BY THE DEPARTMENT OF TECHNOLOGY, MANAGEMENT &  
BUDGET, FOR THE MICHIGAN STATE POLICE, AS LESSEE.

43 PAGES

# OFFICE CONSTRUCTION AND TENANT FITOUT

## DESIGN AND CONSTRUCTION STANDARDS

STATE OF MICHIGAN

Department of Technology, Management and Budget



March 14, 2025

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# STATE OF MICHIGAN

## DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET

### I. INTRODUCTION

These office and tenant fitout construction standards establish a minimum level of quality for building systems design and material selection for State of Michigan leased or state-owned office facilities. These design standards intend to provide durable professional facilities for the State of Michigan with maximum utility and energy efficiency, requiring a minimum of maintenance and operational expense for the long term. For state-owned facilities, the Professional Service Contractor (PSC) is to coordinate with Design and Construction Project Director to discuss any recommended variances based on the project scope and project type.

These standards set minimal design direction for typical office building construction components and systems and do not address every possible building component and system that could be encountered. Conversely, these standards contain direction and requirements for systems which may not be included or required for the particular RFP's program, such as an elevator, raised flooring, or specialized material.

#### FOR LEASED FACILITIES:

The Lessor and/or the Lessor's design professional must refer to the Request for Proposal (RFP), Program, State Agency Supplementary Standards, and other attachments for unique products or systems set forth by the requesting State Agency. State Agency Supplementary Standards describe the needs of a particular room or space in the facility.

Adherence to these standards is mandatory. However, any equal or improved concepts, methods, or products are encouraged and will be given full consideration prior to submitting proposal. Written approval by the Department of Technology, Management and Budget Design and Construction Division (DTMB-DCD) and/or Real Estate Division is required for any deviations or exceptions from these standards. Approval is required prior to the final release of construction documents for bids or construction. Complete construction documents and specifications must be provided to the State Agency, Real Estate and/or to Design and Construction for the opportunity to review and comment prior to construction (2-week duration). Review does not constitute approval but is used to ensure general compliance – Lessor is responsible to ensure that the construction is compliant with these standards and all applicable codes or authorities having jurisdiction (AHJ). These standards may exceed local code baselines.

The Lessor must comply with all Design and Construction Standards and the complete RFP requirements. The Lessor is to include a list of all items within the submitted proposal that will not comply with the Design and Construction Standards for a Tenant Fitout only. The reasoning must be due to existing conditions and the reasons behind the request are to be provided with the RFP response.

The Lessor is to conduct construction progress meetings twice a month in which an updated task/progress schedule will be distributed and discussed. The meetings will be scheduled by the Real Estate Division. Meeting minutes will be issued to all attendees and noted key contacts, by the Lessor, within 5 days of the meeting for the team to comment and/or respond. When a Field Representative (from DTMB/SFA/Design and Construction) is included as part of the team, the Field Representative will attend such meetings and must be given full independent site access to conduct site reviews on a regular basis. The Field Representative will note any discrepancies from the Design and Construction Standards and report back to the team to be addressed.

For leased facilities only, these Design Standards and the Lease agreement take precedence over the Construction Documents. Any conflicts within the Design Standards, the Lessor is to assume the most stringent and confirm with DCD prior to proceeding.

## ACRONYMS USED IN THIS DOCUMENT

ADA	Americans with Disabilities Act
ADAAG:	Americans with Disabilities Act Architectural Guidelines
AHJ:	Authority Having Jurisdiction
ANSI:	American National Standards Institute
ASHRAE:	American Society of Heating, Refrigeration, and Air-Conditioning Engineers
CFC:	Chlorofluorocarbon
DTMB-DCD or DCD:	Department of Technology, Management and Budget - Design and Construction Division
DTMB:	Department of Technology, Management and Budget
DTMB-RED:	Department of Technology, Management and Budget - Real Estate Division
FEMA:	Federal Emergency Management Agency
HDPE:	High Density Polyethylene
HVAC:	Heating, Ventilating and Air Conditioning
LEED:	Leadership in Energy Efficient Design
MIA:	Masonry Institute of America
MBF:	Michigan Barrier Free Design (Act 1 of 1966)
MDOT:	Michigan Department of Transportation
MIOSHA:	Michigan Industrial and Occupational Safety Administration
NEMA:	National Electrical Manufacturer's Association
NFPA:	National Fire Protection Association
RFP:	Request for Proposal
PEX:	Cross-linked polyethylene flexible plastic pipe
PCB:	Polychlorinated Biphenyl
SMACNA:	Sheet Metal and Air Conditioning Contractor's Association
SFA:	State Facilities Administration
SOM:	State of Michigan
UL:	Underwriter's Laboratory

## II. GENERAL REQUIREMENTS

### A. SUSTAINABLE DESIGN

1. If identified in the Request for Proposal (RFP), Program, or State Agency Supplementary Standards, provide the design and construction required to obtain the LEED Rating required for the project.
2. Building envelope and HVAC systems that establish temperature and humidity comfort ranges in accordance with ASHRAE/Michigan Energy Code are required. Specifics of insulation materials and installation will not be outlined here but must meet the ASHRAE/Michigan Energy Code. For existing buildings, the Lessor will be required to provide a written understanding of the construction of the building envelope and HVAC systems. This will then be reviewed and assessed by the Design and Construction Division for compliance with the RFP or potential acceptable savings based on any non-compliance.
3. Meet Energy Star® performance criteria and when applicable, provide Energy Star® rated equipment and appliances.
4. Require zero use of CFC-based refrigerants for new systems; complete a comprehensive CFC phase-out conversion when reusing existing systems. Select refrigerants and HVAC systems that minimize emissions.
5. When possible, specify or use products that are extracted, harvested, recovered, or manufactured within 500 miles of the project site.
6. When possible, specify and or use materials and products that are made of plants that are typically harvested within a ten-year or shorter cycle.
7. Eliminate or minimize products that contain intentionally added perfluoroalkyl and polyfluoroalkyl substances (PFAS) to comply with State of Michigan Executive Directive 2021-8 for all leased premises. For all Design & Construction managed projects, the PSC is to review the potential of specifying such products with intentionally added PFAS with the project director for approval.
8. Design systems that meet or exceed minimum indoor air quality and ventilation requirements as well as optimizing air change effectiveness in accordance with ASHRAE/Michigan Energy Code.
9. Design structures to maximize daylight and views to the exterior consistent with the required function of interior building spaces. Daylight harvesting is encouraged but not required.
10. Implement a construction waste management plan to minimize landfilling of construction waste in favor of reuse and recycling.
11. If the leased or office premises is accessed directly from the outdoors (uncontrolled air environment), the main entry to the leased or office premises shall be provided with a heated airlock vestibule.

### B. GENERAL BUILDING PLANNING

1. The leased premises shall be designed and constructed to meet or exceed the latest local and state building codes, fire codes, and state and national barrier free regulations.
2. The Leased premises shall be designed in such a manner as to ensure an economical and efficient use of space, adequate natural light, ventilation, circulation patterns and code compliance. Existing facilities that are renovated and/or occupied shall be structurally sound (certified by licensed engineer, if required by DTMB-RED), and meet all minimum design standards of this outline specification. Any concept drawing attached to the Lease is only one acceptable schematic design solution. The building in which the tenant space is to be located will be assessed against the requirements of this section.
3. The Leased premises square footage shall be all adjacent, with no other tenants interspersed or separating the Lessee/Tenant Agency's space.

4. If an existing facility or building is used, testing and/or inspection and investigation shall be completed by a licensed and/or certified 3<sup>rd</sup> party to determine if any hazardous materials exist. If it is determined that remediation is required, the facility or building must be rendered free of hazards. This includes but is not limited to asbestos, lead, and PCB's.
5. All existing buildings shall be structurally sound (certified by licensed engineer, if required by the DTMB), and meet all minimum design standards of this outline specification. All unsafe conditions are to be corrected prior to State of Michigan staff occupying the space, including any and all fire/life safety code violations. The Leased premises shall meet all the requirements for new construction for the current building code with respect to floor load bearing capacity.
6. If an existing facility or building is used, all existing architectural, electrical, plumbing, and HVAC components no longer being used shall be completely removed and not abandoned in place. All openings in existing walls, floors, and shafts shall be properly fire-stopped after the removal of old components and piping.
7. Field verify existing construction conditions and configurations. Do not assume that existing building framing and construction is plumb and square. Structural elements of all existing facilities shall be inspected and verified for size and loading capacity.
8. Pipe and duct chases, including duct chases where floor to floor heights in existing buildings do not allow ductwork above the ceiling, shall not detract from the floor plan layout.
9. Structural bay sizing is to be commensurate with building configuration, architectural expression, seismic zone, structural framing material and cost.
10. If required by the Request for Proposal (RFP), Program, or State Agency Supplementary Standards, use a raised access floor system for HVAC, electrical and communications systems to facilitate change management in new building construction and where practical at existing buildings.
11. Stack all electrical closets, communications/data closets and toilets vertically.
12. Use fixed windows in environmentally controlled buildings. If operable windows are used, they must be lockable, screened, and must be washable on both sides from the building interior. Window framing must be thermally broken.
13. Use double or triple pane glazing according to climate conditions and to meet LEED requirements. Reflective glazing may be used if glare is not at issue.
14. Provide positive drainage at exterior windowsills.
15. Roofs shall be sloped to prohibit snow and ice slide off onto entry doors. Use cold roof design in heavy snow areas to prevent snow and ice build-up. Flat roofs shall have overflow scuppers or overflow roof drains.
16. Provide fall protection as required by MIOSHA. Integrate all protection into the design of the facility.
17. Drywall interior partitions are required, unless demountable partitions are requested by the State Agency within the RFP.
18. The total number of passenger elevators provided is to be coordinated and approved by the Lessee/Tenant State Agency.
19. Do not locate fresh-air intakes adjacent to vehicle drop-off areas, parking areas, truck docks or emergency generators.
20. Incinerators are not allowed.

### C. SECURITY DESIGN

1. Controlled access is required to the entire building and to each individual floor. If required by the Request for Proposal (RFP), Program, or State Agency Supplementary Standards, provide conduit and power for a card access management system (vendor may vary by agency). The existing State of Michigan access system is currently manufactured by Honeywell Security Products. The access system is to be capable of tracking the issuing and revocation of access cards along with generating reports of all access into the building. Provide these readers and locking/operation devices at all building entrances, loading docks, and interior doors as defined in the detailed program.
2. Central data base computer is to connect all access locations, equipped for stand-alone operation upon power failure, programmed for automatic locking/unlocking of building doors.
3. If required by the Request for Proposal (RFP), Program, or State Agency Supplementary Standards, provide concealed conduit and power for security cameras covering all access points.
4. Transaction windows shall have pre-manufactured transaction window(s) with speaker port(s), pass through opening and counter. Glass shall be bullet resistant. Walls adjacent and below transaction windows shall have bullet resistant construction. Dimensions to be determined for each design prior to start of construction.

### D. OFFICE AREAS

1. Avoid locating private offices along building perimeter wall and window locations. Dedicate building perimeter to circulation space to maximize natural light.
2. Coordinate interior wall partitions with window mullion locations.
3. Doors should swing against a wall whenever possible.
4. In office areas, stagger office/conference room doors so that they are not directly across from each other, especially in a corridor.
5. Coordinate electrical outlet locations with furniture and systems furniture panels to allow access.

### E. ENTRANCES, VESTIBULES AND LOBBIES

1. For small buildings and at office suites provide one entrance for staff, visitors, and the public. Where required by the Request for Proposal (RFP), Program, or State Agency Supplementary Standards, or if required for code compliant exiting, provide an additional employee-only entrance with doorbell.
2. If required by the Request for Proposal (RFP), Program, or State Agency Supplementary Standards, divide major lobbies into secure/non-secure areas with provisions for card access turnstiles.
3. Provide a heated vestibule at main entry. Provide 10 feet of walk-off carpet immediately inside entrances and vestibules. Adhere to finish schedule provided.
4. Power operated swing doors are to be provided at main entrance unless otherwise requested in the Request for Proposal (RFP), Program, or State Agency Supplementary Standards. Install power operated doors in accordance with the requirements of the ADAAG. If sliding doors are requested, provide push plate and motion sensors (no mat activation).
5. Provide overhangs to cover door swing at all public and employee entrances to reduce snow accumulation and protect occupants.
6. Where required by the Request for Proposal (RFP), Program, or State Agency Supplementary Standards: provide for a security desk at main lobby. Systems furniture may be used as a security desk. Provide adequate power, phone, data and security equipment provisions.

7. Provide directional graphics, directories, and agency emblems.

#### F. LOADING DOCKS

1. Where required by the Request for Proposal (RFP), Program, or State Agency Supplementary Standards, provide loading dock(s) separate from main entrance and locate convenient to freight elevator and to food service area.
2. Provide hydraulic dock leveler, dock bumpers, dock lock, dock seals and edge guards.
3. Loading dock doors are to be insulated overhead coiling type, with push button controls.
4. Provide an adjacent man door to the dock door.
5. Where required by the Request for Proposal (RFP), Program, or State Agency Supplementary Standards: Provide a separate area for a trash compactor.
6. Where required by the Request for Proposal (RFP), Program, or State Agency Supplementary Standards: Provide a guard station in loading dock area with adequate power and data to serve this function.

#### G. SUPPORT SPACES

1. Locate toilet rooms, custodial closets, electrical and telecom closets central to the building or tenant space.
2. As a minimum provide one men's and one women's toilet room per floor. If a cafeteria or food service area is part of the program, provide one men's and one women's toilet room adjacent. These rooms may serve the entire floor, if well-located. Some building programs may require separate employee and separate public toilet rooms.
  - a) The toilet room design shall incorporate consideration of sight lines that do not compromise privacy, including the placement of mirrors, when the entry door to the restroom is in the open position.
  - b) Toilet rooms intended for the public shall have automatic door operators. Automatic door operators are to be ADAAG and MBF compliant, electronically operated, surface mounted with aluminum housing. Operator is to be provided with an adjustable time delay. Provide a minimum of 6" diameter or 6" square push plate with embossed wheelchair for activation.
  - c) DTMB managed facilities shall have a minimum of one "All Gender" toilet room. Also, to be included are shower accommodations, one for men and one for women.
3. Allow for vending areas, break rooms and lunchrooms.
4. Lactation Room: provide one per building and consistent with Federal law. The lactation room shall be private, free from intrusion, sized to contain a table, chair, shall contain a grounded electrical outlet, and is preferred to contain a sink. A toilet room may not be used as a lactation room. Provide a minimum of a lockable door hardware with occupied/unoccupied indicator.
5. "Safe Room": Where required by the Request for Proposal (RFP), Program, or State Agency Supplementary Standards, provide an interior "safe room" to meet FEMA Standards. The "safe room" may be a conference, toilet room, or office. Provide signage for the "safe room".
  - a) Reference: [FEMA SAFE ROOMS](#)
6. Evacuation Routes and Shelter-in-Place: Provide color coded diagrams mounted in acrylic throughout the facility noting all emergency egress routes, fire existing and shelter-in-place locations. Size of floor plans are to be sized (minimum 8-1/2" x 11") as required to allow all information to be legible – coordinate size with the State Agency.

7. Trash and Recycling Rooms: Provide adequate and easily accessible indoor space in the vicinity of any shipping and receiving docks, areas, platforms, or secondary entrances. Provide space for paper, glass and metal recyclable containers (6' x 10' minimum) in the trash room as well as in break rooms and copy areas, in accordance with 1994 PA 451, as amended, MCL 324.16501 et seq. If required in the Request for Proposal (RFP), Program, or State Agency Supplementary Standards, provide commingled recycling areas and service.
8. Main Mechanical Equipment Room: Ceiling height to be a minimum 12' when possible. Control noise transmission to adjacent spaces. Refer to Mechanical Design Requirements for additional descriptions.
9. Locate and centralize all mechanical equipment in a penthouse as much as possible. Avoid scattering miscellaneous condensing units, exhaust fans and equipment on the roof. Locate equipment behind a screen wall and integrate into the building design. Provide roof walkway pads compatible to the roofing system to roof top equipment with either tie-offs or roof edge protection for workers.
10. Locate vertical shafts adjacent to core areas with no offsets allowing for maintenance accessibility and additions for future utilities.
11. Switchgear and electrical rooms located in basement areas must have provisions for removing water with a back-up emergency electrical power source.
12. Main telecommunication and telecommunication rooms: Locate, design, and outfit per requirements of [1345.00.02 ENTERPRISE OPERATIONS CENTER – USER EXPERIENCE](#) and this document.

#### H. SITE PLANNING/DESIGN

1. A site survey, environmental and geotechnical investigations must be provided for review by the DTMB-RED and DCD. These items are required and are the responsibility of the Lessor.
2. Minimize site disturbances when determining building, parking, site circulation and utility locations.
3. Where setback requirements allow, sites shall be attractively landscaped. Maximize the use of native plantings, drought resistant plantings and low maintenance plantings. Irrigation is to be provided in select areas only and coordinated with DTMB. Ponds and areas of standing water that could present personal hazard located on the property shall be secured from trespass.
4. Provide a designated smoking area located outside of the State facility at a sufficient distance from windows and ventilation systems to ensure that smoke does not enter the Leased premises; a sufficient number of receptacles specifically designed for smoking related trash to accommodate all smokers who work and conduct business in the Leased premises; and disposal of smoking related trash. If the State facility includes both enclosed and unenclosed space, the smoking area must be located outside any enclosed space at a sufficient distance from windows and ventilation systems to ensure that smoke does not enter the enclosed space.
5. Site planning should include optional locations, both public and secured, for Electric Vehicle (EV's) Chargers if identified in the Request for Proposal (RFP), Program, or State Agency Supplementary Standards. Location, quantity, and type will be determined case by case.

#### I. SITE CIRCULATION

1. Public and employee entrances to the building shall comply with the ADAAG and MBF requirements.
2. Provide sufficient concrete sidewalks from parking areas for easy and ADAAG-compliant access to building. Sidewalks shall be sized so that if vehicles overhang sidewalks there is sufficient passage width per the ADAAG.

3. The parking lot shall be striped and signed to designate “No Parking” areas and to accommodate the minimum number of motor vehicle parking spaces required in the Lease.
4. Provide the following as a minimum at parking lots: stall size 9’ x 20’; use 90° parking where possible; at least 10 percent of parking lot area is to be dedicated for plant islands; provide curbs around perimeter of parking lot and lot islands. The maximum combined gradient may not exceed 5 percent. If used, pre-cast concrete curbs must be anchored to the paved surface.
5. Provide handicapped parking and signage per building code and ADAAG and MBF requirements. A minimum of one of the handicapper spaces shall be “van accessible” per ADAAG and MBF.
6. Paint all lines and stripes using 2-coats yellow or white Sherwin Williams “Pro-Mar Traffic Paint” as appropriate at a rate of 1 gallon for every 350 lineal feet of 4” wide stripe following the DTMB-RED or DTMB-DCD’s approval of the parking layout provided by the Owner/Lessor.
7. Provide guardrails, curb cuts and wheel stops to meet ADAAG and MBF requirements.
8. Service drives are to be accessed from site circulation drives, screened as much as possible, separate from parking access and be of one-way design.
9. Provide reinforced concrete slab at dumpster locations, minimum size of 15-foot long x 12-0 width or larger as required to accommodate the width of garbage vehicle. Provide screen wall with lockable gate and pipe bollards at dumpster pad per local ordinance requirements. Incinerators are not allowed. Trash dumpsters and receptacles shall be screened.
10. Gradients:
  - a) Turf area gradients shall be between 3:1 and 1 percent (2 percent desirable); steeper than 3:1 requires ground cover or other erosion control. Steeper gradients than 2:1 are not acceptable. Terracing is acceptable if access for lawn equipment is provided.
  - b) Walkway gradients shall be less than or equal to 5 percent with cross slopes less than or equal to 2 percent.
  - c) Parking area or entry plaza gradients shall be between one and five percent. Steps are discouraged.

#### J. STRUCTURAL COMPONENTS

1. Live loads: Entire office floor loading shall provide 100 pounds per square foot (minimum) live loads. Limit floor deflection to L/360. Do not reduce live load for horizontal framing members/columns or load bearing walls supporting top floor or roof.
2. Where required by the Request for Proposal (RFP), Program, or State Agency Supplementary Standards: provide special floor loading requirements for computer room loads, special equipment loads and storage loads.
3. Where required by the Request for Proposal (RFP), Program, or State Agency Supplementary Standards: Design 1 bay per floor for high density storage systems.
4. Non-structural, rigid partitions shall be adequately supported so as not to become load bearing.
5. Masonry walls are to be isolated from floor above by a gap and restrained by either an intermittent or continuous steel angle on both sides at top of wall or steel straps extending in the wall grout.
6. Metal stud partitions do not require in-plane lateral isolation from structure if the design story drift ratio multiplied by 3(R/8) is less than 0.0025.
7. Top of stud in full height walls is to be separated from the track. Use deflection tracks.
8. Building expansion is to be carried through crossing partitions.

9. Design Procedures for New Construction:
  - a) Load Resistance Factor Design (LRFD): Use for small or large building structures.
  - b) Allowable Stress Design (ASD): Use for small building structures only.
10. Progressive Collapse for New Construction:
  - a) Building is not to be subject to progressive collapse as defined by the building code.
  - b) Beam or slab failure shall not affect system below or in adjacent bays.
  - c) Column failure shall affect only the bays supported by that column.
11. Drift for new construction: Lateral deflection of building under lateral load is to be limited to wind and earthquake requirements. Wind induced motion and sway must also be limited. Design roof massing and roof structure to prevent excessive drift and potential collapse.
12. Transient vibration induced by passing traffic or foot fall is to be minimized.
13. Corrosion Protection for new construction: Steel exposed to elements and/or located within the exterior envelope of the building is to have a protective coating. For small, isolated steel elements use either hot dipped galvanized zinc coating or coal tar epoxy. For larger exposed steel elements use a 2-coat system:
  - a) Coat 1: organic zinc rich urethane or epoxy primer shop applied over blast cleaned surfaces.
  - b) Coat 2: field applied finish coat.
14. For concrete in new construction parking structures use corrosion inhibiting additives and cathodic protection or epoxy coated reinforcing bars and surface sealers.
15. Attachment of new exterior cladding:
  - a) Provide connections and joints that provide movement between stories.
  - b) Connections to have sufficient ductility and rotation capacity to preclude brittle failure in connection welds or concrete fractures.
  - c) Concrete inserts are to be attached to or hooked around reinforcing steel.
  - d) Positively anchor window frames to resist lateral loads.
  - e) Provide clearance and flexible mountings at window frames to permit thermal movement.
16. Attachment of new partitions:
  - a) Adequately support non-structural, rigid partitions so as not to become load bearing.
  - b) Isolate masonry walls from floor above by a gap and restrain by either an intermittent or continuous steel angle on both sides at top of wall or steel straps extending in the wall grout.
  - c) Metal stud partitions do not require in-plane lateral isolation from structure if the design story drift ratio multiplied by  $3(R/8)$  is less than 0.0025.
  - d) Top of stud in full height walls is to be separated from the track. Use deflection tracks.

### III. BUILDING ENVELOPE COMPONENTS

- A. A building envelope being proposed for a State of Michigan agency as tenant shall present a professional and permanent appearance, using durable materials in sound, weathertight, and code-compliant condition. Design of the exterior envelope shall not rely on caulking and sealants for moisture exclusion.
  1. Acceptable exterior wall materials include:
    - Brick masonry and brick veneer

- Split-face, glazed, or honed concrete masonry units. Painted concrete masonry is not acceptable except at the rear and non-public elevations of the building.
- Insulated architectural metal panels.
- Stone masonry and stone veneer.
- Exterior insulating finish systems.
- Redwood or cedar exterior wood siding and trim.

2. Acceptable roofing materials include:

- Fiberglass or asphalt dimensional or 3-tab self-sealing shingles.
- Single-ply membrane or built-up roof systems.
- Standing seam metal roof panels with concealed fastener system.

B. Concrete for new construction (follow ACI standards or similar for design and placement):

1. All foundation walls below grade shall be poured reinforced concrete or concrete block with reinforcing.
2. All concrete shall have a minimum compressive strength of 3,000 PSI in 28 days.
3. Concrete slabs on grade shall be four (4) inches thick with wire mesh reinforcing. Pour slab on four (4) inch sand bed, firmly tamped by mechanical means to insure a solid base with no voids or hollows.

C. Masonry for new construction (follow MIA standards or similar for design and installation):

1. Face Brick: grade "SW", severe weather type, special shapes as required by building configuration.
2. Concrete Masonry Units: Hollow load-bearing concrete masonry units, normal weight.
3. Masonry Accessories: horizontal and vertical joint reinforcement, ties, straps, and weeps to meet design parameters.

D. Metals for new construction:

1. ASTM grade for structural steel shapes, plates and bars as determined to meet project conditions and design parameters.
2. Miscellaneous metals items shall use the best commercial quality for the purpose of items specified, free of defects impairing strength, durability, finish or appearance. Materials shall be formed truly and uniformly to required shape, size, sharp lines, and smooth surfaces.
3. Separate dissimilar materials with caulking, bituminous paint, or gasket as approved.
4. Shop prime all exposed steel surfaces except where fireproofing is provided.
5. All steel decking must be galvanized or be provided with a rust prohibitive coating, shop applied.

E. Wood for new construction:

1. Wall Sills: Foundation grade pressure-treated southern pine or Douglas fir.
2. Dimensional lumber for light framing: Stud, 2 x 4 or 2 x 6, No. 2 SPF or standard grade.
3. Dimensional lumber for structural framing: Southern pine No 1 dense KD 2050 Douglas fir select structural 1900f.
4. Concealed sheathing: Standard exterior grade with exterior glue APA CDX, plywood or OSB, or integrated WRB sheathing.
5. Exterior Wood Siding and Trim: Redwood or cedar, heart grade, rough-sawn.

6. Wood preservative: Ammoniacal copper arsenate (ACA) for Douglas fir or chromated copper arsenate (CCA) for southern pine.

F. Metal Wall Panels for new construction: Factory assembled manufactured wall panel insulated with polyisocyanurate foam-core, double tongue and groove joinery with factory applied air and vapor sealing with a minimum "R" value of 15. 26-gauge minimum face and backer sheet steel with Kynar 500 finishing consisting of 1-color coat and 1-primer coat (both faces).

G. Roof for new construction:

1. Roof shingles: Fiberglass or asphalt, dimensional or 3-tab self-sealing. Must have a minimum manufacturer's warranty of 25 years standard pro-rated, U.L. class "A" and wind resistant. Provide roof felts of 15#, non-perforated or better, ice and water dams at all valleys and eaves (3' minimum width), metal or aluminum drip edges.
2. Built-up and Single-Ply Roof Systems: Provide either a 4-ply built-up hot applied or single ply membrane roof system depending upon design parameters. The selected roof system must have a 20-year full system warranty which is to include insulation, fasteners, flashings, and roof systems accessories. Roof system manufacturer is to provide a roof inspection and roof report, with copies, to both the Lessor and Lessee at project completion. Single-ply roof membrane may be either reinforced or non-reinforced and have the equivalent in performance of a 60-mil non-reinforced membrane. A white reflective membrane system is preferred. Roof insulation is to comply with the Michigan Energy Code and be installed in 2 layers, joints staggered.

Metal roof panels: Manufactured roof panels comprised of polyisocyanurate insulations sandwiched between 24-gauge corrosion inhibiting coated sheet steel with a Kynar 500 finish. Provide continuous snow guards to prohibit snow slide-off on all sloped metal roof applications. Manufacturer is to provide a 20-year full systems warranty.

3. Roof specialties: Provide factory assembled/fabricated roof components compatible to roof systems manufacturer's warranty. Field fabricated roof specialties are not permitted.
4. Manufacturer's roof systems and accessories submittals are to be reviewed and approved by DTMB prior to product procurement.

H. Caulking, Sealants for new construction:

1. Design of the exterior envelope shall not rely on caulking and sealants for moisture exclusion. Select caulking materials per manufacturer's recommendation. Preferred material for exterior use is butyl rubber or single-component polysulfide base compound. Butyl rubber caulking compound for exterior use shall be 1-part polymerized rubber compound, gun consistency, conforming to federal specification TT-C 598 grade one.
2. Polysulfide base compound for exterior use shall be a 1-component sealing compound complying with the requirements of USIA A116.1, Class B (non-sagging) and federal specification TT-S227B, Types I and II.
3. Acrylic caulking compound for interior use shall be a 1-part, 100% liquid polymer, acrylic base compound, and non-sagging, non-staining, gun consistency.
4. Maximum joint size is ¼-inch; backer rods are required per manufacturer's recommendation.

#### IV. INTERIOR COMPONENT CONSTRUCTION

A. Gypsum Board and Non-Structural Framing

1. Metal framing members: 20 gauge minimum, corrosion resistant steel, 3-5/8", channel type at 16" on center; 24" on center is not acceptable. Verify gauge size with actual span and loading conditions. Provide pre-manufactured deflection track at full height wall construction extending to either a floor or roof deck.
  2. Wood framing members: nominal, grade 1 and 2, 2" x 4" at 16-inches on center.
- B. Gypsum board (abuse resistant 8-foot and below each finish floor elevation): Minimum 5/8-inch typical thickness attached with 1-1/4" long drywall screws and finished per installation standards below. Provide 5/8-inch cementitious board at ceramic tile finish surfaces susceptible to water contact. Provide 5/8-inch water resistant gypsum board at areas subject to high humidity/moisture exposure or to water damage such as vestibules, mechanical rooms, custodial closets etc. Exterior wall insulation is to be covered from floor to roof deck with 5/8" gypsum board as noted above. Gypsum board above the acoustic ceiling line may be unfinished.
1. Installation: Gypsum board shall be installed and finished per United States Gypsum Co. levels of gypsum board finishing as follows:
    - Level 1 finish: when above finished ceilings and concealed from view.
    - Level 2 finish: as a substrate for tile.
    - Level 3 finish: when scheduled to receive a heavy or medium textured finish.
    - Level 4 finish: in offices and other areas that receive lower public traffic and visibility.
    - Level 5 finish: for all walls and ceilings to receive a painted finish, lightly textured finish and/or wall coverings. Use in corridors and other high public traffic areas.
  2. Trim and accessories: Use metal or plastic trim. Provide fire treated wood or 20-gauge metal wall reinforcement for toilet room accessories, wall mounted mechanical and electrical equipment, wall mounted cabinets, and other miscellaneous wall supported accessory items.
- C. Gypsum Plastering: Portland cement plaster consisting of 3 coats over metal lath and/or 3 coats over concrete masonry units, float finish.
- D. Applied Fireproofing: High density cementitious, cement-fiber or mineral fiber formulations. Fireproofing materials and applications shall comply with the Michigan Building Code, local fire marshal directives and UL requirements. Applied fireproofing component materials are to be from a single manufacturer. Surfaces are to be cleaned and prepared per manufacturer's recommendations. Repair and patch fireproofing material at areas subject to damage from pipe hangers, and equipment installation.
- E. Fire and Smoke Resistive Joint Systems: Fire and smoke resistive joint systems including through-penetration firestopping of fire-rated construction. Components are to be from a single manufacturer complying with the Michigan Building Code, local fire marshal directives and U.L. requirements. The selected system must conform to the construction type, type of material penetrating the surface, and the type of space in which the penetration is located.
- F. Joint Sealants: Provide either silicone or polysulfide elastomeric joint sealants at gaps between dissimilar materials, offsets, areas of expansion movement, areas of water and air penetration, and where visual appearance is critical. Acrylic caulking compound for interior use shall be a 1-part, 100% liquid polymer, acrylic base compound, and non-sagging, non-staining, gun consistency. Maximum joint size is ¼-inch.
- G. Rough Hardware: Furnish all necessary nails and screws and all items generally classed as "rough hardware" including bolts, washers, anchors, straps, etc. that are required for proper assembly.

**TABLE A1 ARCHITECTURAL DOOR, ROOM AND FINISH SCHEDULE**

Architectural Door, Hardware, and Finish Standards Schedule									
	Tenant Separation Walls	Toilet Rooms	Enclosed Office, Conference Room, Storage	Open Office	Break Room	Perimeter Wall	Electrical, Mechanical Service Rooms	Custodial Closet	Designated Computer, Server, and Telecommunications
Door Type	D-1 or D-3	D-4	D-5	D-5	D-5	D-1 or D-2	D-2 or D-4**	D-2 or D-4**	D-2 or D-4**
Door Hardware	H-1 or H-2	H-6 or H-7	H-4	H-3	H-3	H-5	H-3	H-3	H-3
Wall Type	W-1	W-2	W-4	W-5	W-4	W-6	W-3	W-3	W-3
Wall Finish Type	WF-1	WF-2	WF-2	WF-1	WF-1	WF-1	WF-3*	WF-3*	WF-3
Floor Type	F-1	F-4	F-1/F-2	F-1	F3/F6	-	F-5	F-3	F-3
Ceiling Type	C-1	C-2	C-1	C-1	C-1	-	C-3	C-2	C-1
Door Types Legend									
Designation	Door Type Description								
D-1	Aluminum storefront medium stile with side light								
D-2	Hollow metal frame and hollow metal door								
D-3	Hollow metal frame and hollow metal door/ side light or narrow light glazing								
D-4	Hollow metal frame and solid wood door								
D-5	Hollow metal frame and wood door/ side light or narrow light glazing								
<b>DOOR/FRAME TYPES:</b>									
<i>Offices, Conference Rooms, Toilet Rooms: Standard Duty*</i>									
<i>Mechanical Rooms, Electrical Rooms, Service Rooms: Heavy Duty*</i>									
<i>Service Entrance Doors at building exterior: Extra Heavy Duty*</i>									
<i>* Refer to Steel Door Institute criteria for description.</i>									
<i>Interior doors at offices, conference rooms, stairwells and other heavily used locations are to have a glass side light as a minimum. Interior doors shall be furnished with 6" wide x 24" high window openings and glazing (wired glazing if required by building code) on the storage room, break room and all pass-through doors.</i>									
<i>** Provide Door Type D-4 when opening is within the line-of-site of other wood doors.</i>									
Hardware Legend									
Designation	Door Type Description								
H-1	Panic bars, closer, lock, hinges, weatherstrip								
H-2	Aluminum push/pulls, closer, hinges, floor bumpers								
H-3	Passage set (mortise or cylindrical), hinges, wall bumper								
H-4	Lock set (mortise or cylindrical), hinges, wall bumper, coat hook in offices								
H-5	Lock set (mortise or cylindrical), hinges, closer, wall bumper								
H-6	Push /pulls, closer, hinges, wall bumper								
H-7	Mortise lock set with Occupied/Unoccupied Indicator, hinges, closer, wall bumper (single occ. Toilet rm)								

<b>Wall Types Legend</b>	
Designation	Wall Construction Description
W-1	3-5/8" metal studs at 16" o.c. with 5/8" gyp bd each face with 3" acoustical insulation. Extend from finish floor to underside of floor or roof deck for security and a minimum STC of 40. Provide deflection track and seal tight to deck above.
W-2	3-5/8" metal studs at 16" o.c. with 3" acoustical insulation, 5/8" gyp bd on one face with 5/8" cementitious bd and ceramic tile to 6' a.f.f opposite face. Extend wall to roof or floor deck above for security and a minimum STC of 40. Provide deflection track above.
W-3	3-5/8" metal studs at 16" o.c. with 5/8" gyp bd on one face with 5/8" gyp bd each face with 3" acoustical insulation. Extend to roof or floor deck above for a minimum STC of 40. Provide deflection track above.
W-4	3-5/8" metal studs at 16" o.c. with 5/8" gyp bd each face with 3" acoustical insulation. Clip to ceiling grid and provide 2' acoustical insulation at both sides of partition to achieve minimum STC of 40
W-5	3-5/8" metal studs at 16" o.c. with 5/8" gyp bd each face. Clip to underside of ceiling.
W-6	1-5/8" metal furring with 5/8" gyp bd with rigid insulation. Extend 1' above ceiling.
<b>Wall Finish Legend</b>	
WF-1	Paint. Provide Type II medium-duty vinyl wallcovering if Wall Coverings are required per the Checklist of Building Components.
WF-2	Paint; wall tile provided as indicated for all Wall Type W-2 designations and chair rail at waiting and conference rooms. Provide Type III heavy-duty vinyl wallcovering if Wall Coverings are required per the Checklist of Building Components.
WF-3	Paint
<i>Wall Finish:</i> <i>*Apply Fiberglass Reinforced Panel (FRP) to wall surfaces that will experience routine contact with moisture such as in custodial closets, slop sink locations, etc. to provide a minimum of 42" coverage in all directions of water source.</i>	
<b>Floor Legend</b>	
Designation	Floor Type Description
F-1	State standard carpet with base
F-2	State upgrade carpet with base
F-3 / F-6	Vinyl composition tile with base / Luxury vinyl tile with base
F-4	Ceramic floor tile with sanitary coved base
F-5	No floor finish, anti-dusting sealer only
<b>Ceiling Legend</b>	
Designation	Ceiling Type Description
C-1	15/16" metal exposed tee suspension system with 2' x 2' x 3/4" acoustical reveal edge lay-in tegular ceiling tile
C-2	1/2" gypsum board on metal suspension system, painted
C-3	Open, no ceiling, no paint

**V. OPENINGS – see TABLE A1 ARCHITECTURAL DOOR, ROOM AND FINISH SCHEDULE**

- A. Aluminum Entrances, Storefronts and Curtainwall: Standard extruded aluminum and glazed systems with a minimum 1-3/4" member width, equal to systems by Kawneer, Tubelite, or Wausau. Finishes shall be either clear anodized, electronically deposited color, or fluoropolymer.
1. Doors are to have at minimum, medium stiles, and rails, with a 10" bottom stile meeting ADAAG requirements. Framing members are to be configured to accept insulated glazed units. All *exterior* doors shall be weather-stripped, have commercial quality ADAAG and MBF compliant aluminum threshold.
  2. Automatic door operators are to be ADAAG and MBF compliant, electronically operated, surface mounted with weather tight aluminum housing. Operator is to be provided with an adjustable time delay. Provide 6-inch diameter push plate for activation.
  3. Exterior and Storefront Glazing: 1-inch thick, Class A, low "E" glass, tempered or laminated as required by code. Glass shall be tinted to reduce glare.
- B. Glazed Aluminum Curtain Walls: Glazed aluminum curtain wall systems components include extruded aluminum framing, thermally broken with internal reinforcement, insulated spandrel panels, trim, filler units and gaskets. Glass units are to be low "E" insulated either tinted or reflective. Anchor clips and accessories are to be aluminum, nonmagnetic stainless steel, or galvanized steel.
1. Curtainwall finish shall be either clear anodized, electronically deposited color, or PFAS free coating equal to Kynar 500 PVDF, 2-coat for exterior applications and PFAS free coating equal to Kynar 500 PVDF, 2-coat or baked enamel for interior applications.
  2. Exterior and Storefront Glazing: 1-inch thick, Class A, low "E" glass, tempered or laminated as required by code. Glass shall be tinted to reduce glare.
- C. Structural Sealant Glazed Curtain Walls: Structural sealant glazed curtain wall systems components include extruded aluminum framing, thermally broken, with internal reinforcement, insulated spandrel panels, trim, filler units and gaskets. Glass units are to be low "E" insulated either tinted or reflective. Anchor clips and accessories are to be aluminum, nonmagnetic stainless steel or galvanized steel. Structural sealant must meet systems manufacturer's specifications.
1. Curtainwall finish shall be either clear anodized, electronically deposited color, or PFAS free coating equal to Kynar 500 PVDF, 2-coat for exterior applications and PFAS free coating equal to Kynar 500 PDVF, 2-coat or baked enamel for interior applications.
  2. Exterior and Storefront Glazing: 1-inch thick, Class A, low "E" glass, tempered or laminated as required by code. Glass shall be tinted to reduce glare.
- D. Exterior Doors and Frames:
1. Insulated Metal Doors: Other *exterior* doors, not at the main or employee entrance, shall be custom insulated galvanized (G-90) metal construction, heavy duty commercial quality. Door face sheets shall be commercial quality, roller leveled, cold rolled, 16-gauge steel with 18-gauge stiffeners at 6" on center and polystyrene or urethane insulation core filler.
  2. Exterior steel frames must be welded type 16-gauge galvanized steel. Frames shall be galvanized (G-90) prefabricated combination buck, frame, and trim type.

3. All *exterior* doors shall be weather-stripped and have a commercial quality ADAAG and MBF compliant aluminum threshold. All exposed steel surfaces shall be cleaned, bonded, and coated with a baked-on zinc chromate based prime paint.
- E. Overhead coiling doors are to be galvanized (G-90) steel, with manufacturer's standard paint finish. At exterior locations provide insulated polyurethane cores with jamb and sill weather stripping. Lift mechanism shall be torsion spring on cross head shaft with steel lift cables. Doors shall be electronically operated with standard three button open-close-stop type controls. Each door is to have separated controls.
- F. Upward-Acting Sectional Doors (Garage Doors): Galvanized (G-90) sheet steel with minimum of 2-inch polyurethane insulation bonded to facing sheets (thermally broken) with manufacturer's standard finish paint. Provide weather stripping. Provide torsion spring lift mechanism on cross head shaft with braided steel cables, Provide NEMA Type 1 electric operated motor, side mounted on cross head shaft, adjustable safety friction clutch, gear driven limit switch, magnetic cross line reversing starter, mounting brackets and hardware. Surface mounted control station is to be a standard three button open-close-stop type; separate controls for each electric door operator. All upward acting sectional doors shall have an electric eye type safety override.
- G. Windows: Provide window openings around at least two sides of the perimeter of the premises, on each floor at grade level. At least 15% of the wall surface on each level of the 3 sides shall be glazing to admit natural light. Glazing shall be 1-inch thick, Class A, low "E" glass, tempered or laminated as required by code. Glass shall be tinted to reduce glare.
- H. Interior Glazing: Tempered or laminated as required by code.
- I. Bullet Resistant Glass: at Level 3 per UL 752. Provide at transaction windows.
- J. Observation Windows: One-way mirror glazing in hollow metal or wood frame.
- K. Caulking, Sealants:
  1. Acrylic caulking compound for interior use shall be a 1-part, 100% liquid polymer, acrylic base compound, and non-sagging, non-staining, gun consistency.
  2. Maximum joint size is ¼-inch; backer rods are required per manufacturer's recommendation.
- L. Interior Doors and Openings: Use standard height and width doors wherever possible to avoid custom fabrication. Doors are to swing against a wall whenever possible. Doors and frames shall bear UL labels as required by code. Vertical rod panic devices are not permitted.
  1. Hollow metal steel doors are to be flush with composite construction Grade II, heavy-duty, 18-gauge cold-rolled, 1-3/4-inches thick at interior locations and Grade III, extra-heavy duty, 16-gauge galvanized steel 1-3/4-inches thick at exterior locations. Core types shall be as required for the fire rating required by code.
  2. Interior steel frames may be welded or knock-down type, 16-gauge steel. Door frames shall be anchored with three anchors minimum per jamb. All door frames are to have door silencers and plaster guards.
  3. Wood doors at interior locations are to be 1-3/4" premium grade, solid core, hardwood faced, with either a field or factory applied finish. Hollow core doors are not acceptable. Face veneer shall be select grade hardwood, of standard commercial thickness not less than 1/28" before sanding.
  4. Similar commercial plastic laminate faced, or hollow metal may also be provided if approved by the State.
- M. Access doors are to be fabricated with 16-gauge steel frames with 14-gauge steel doors, primed with a cylinder lock.

- N. Hardware: Hardware shall be detailed, handled, supplied and serviced through an architectural hardware consultant. Where required by the Request for Proposal (RFP), Program, or State Agency Supplementary Standards: Provide an electronic access control card operated system. Lessor's existing card operated system may be used if approved by the Tenant State Agency.
1. Individual offices, storage rooms, individual restrooms, conference, and hearings rooms shall be lockable by a twist button on room side, and unlockable by key on corridor side or untwist of room side locking button. All toilet room doors shall be provided with door closers and ball bearing type hinges. Security room door and frame shall be steel with heavy-duty hardware to include interior hinges, or hinges with non-removable pins, and be separately keyed with no master key control. Owner/Lessor to supply two (2) keys per piece of hardware, unless stated otherwise in the lease documents.
  2. Hardware shall conform to applicable requirements of the building code, and for fire rated doors and frames, with appropriate sections of Chapter 5 of ANSI/NFPA 101. Hardware shall be made to blueprint template and be furnished to door and frame manufacturer.
  3. Furnish and install door hardware to comply with the latest edition of the State of Michigan DTMB Office of Infrastructure Protection Door Hardware Specification which is available at [DTMB DOOR HARDWARE SPECIFICATION](#) and are to comply with the following general minimum requirements:
    - a) Quality level: Heavy duty commercial. All door handles shall be of heavy duty ADAAG-compliant lever type, except those on doors to hazardous areas. Brass keys, interchangeable cores, weatherproof if exterior.
    - b) Exterior: Weatherproof, heavy-duty cylindrical lockset type with throw latch bolt. All exterior locksets must be designed or protected so they cannot be grasped by any wrenching device. Knob handles are not acceptable. All entry doors shall be equipped with electric push button operators for the handicapped. Push button plates shall be of minimum of 6" diameter or 6" square with embossed wheelchair symbol. All double doors at entrances shall be equipped with a tamper-proof astragal and have vertical deadbolts at the top and bottom of each door (verify requirements with local fire marshal or authority having jurisdiction).
    - c) Interior: Cylindrical lockset with heavy duty lever handle. Knob handles are not acceptable.
    - d) Exit devices: Finish to match other hardware, UL approved. Outside trim shall be fastened by means of concealed lugs and through-bolts to the active case. Interior vestibule exit doors shall be equipped with a latch paddle.
    - e) Closers: All exterior doors shall be equipped with high frequency, ADAAG and MBF compliant closers. Door closers shall have key valves for back check, speed, and latching. Degree of opening shall be maximum possible without causing interference or damage to door or trim. Exterior closers shall be lockable in the full-open position. Closers shall be fastened to doors with six bolts.
    - f) Keying: Provide and install construction locks in cylinder cores on all exterior doors. Convert to cores for State use within 1 day after building control has been turned over to the State. A keying plan for interior door locks will be furnished by the State with the systems furnishings block plan. Cylinder cores and keys shall be provided by the Owner/ Lessor. The Owner/Lessor shall supply 2 keys per lock, and 4 master keys and Key Cabinet for key control, unless stated otherwise in the lease documents.
    - g) Hinges and butts: Full-mortise type with non-removable pins at exterior doors and IT equipment related rooms. Hinges shall be provided with stainless steel pins, oil impregnated bronze bushings, or concealed ball bearing units. Provide 1-1/2 pair of hinges for each door.
    - h) Hinged exterior doors, except fire doors, shall require no more than 8.5 lbs. of force for operation; hinged interior doors shall require no more than 5 lbs. of force for operation. Fire doors shall have the minimum opening force required by the fire marshal or authority having jurisdiction.
    - i) Push/pull units: Through-bolted type.

- j) Door stops: Wall mounted, with wood blocking.
- k) Weatherstripping: At all exterior hollow metal and aluminum doors provide perimeter door seals, door sweeps and barrier free aluminum thresholds.

**VI. FINISHES -- see TABLE A1 ARCHITECTURAL DOOR, ROOM AND FINISH SCHEDULE (REFER TO PAGES 14 and 15)**

**A. Tile:**

1. All toilet room wall surfaces are to have glazed ceramic tile extending a minimum of 6'-0" above finish floor, thinset with colored latex-cement grout. Tile is to be plain faced with cushion edges, ¼-inch thickness.
2. All toilet room floors are to have unglazed ceramic tile with integral coved base, thin-set with colored latex-cement grout and 2-coats of sealer. Tile to be porcelain, flat, with abrasive admixture, ¼-inch thickness with patterned face and cushion edges, with all special shapes required for one-piece inside and outside corners.
3. Other tile finishes may include porcelain, quarry, or glazed ceramic, with non-slip surfaces.

**B. Acoustical Panel Ceilings:**

1. Minimum ceiling height shall be not less than 9'-0" above finished floor, except in small rooms or limited areas, such as small ancillary mechanical or custodial rooms, which may have ceiling heights of 8'-0".
2. Ceiling panels are to be mineral base panels, wet formed, standard fissured, white, with reveal (tegular) edge profile. Size to be 2' x 2' x ¾-inch, unless approved by DTMB-RED or DTMB-DCD. Minimum panel size at walls shall be no smaller than 6-inches.
3. Ceiling suspension systems are to be equal to Armstrong Contract Interiors Prelude XL, 15/16-inch, white direct hung heavy duty double-web exposed tee system (or approved equal). Provide all necessary attachment devices, hold-down clips, wall angle, acoustical sealant and hangers per manufacturer's recommendations. Do not hang suspension system off of pipe, conduit or ductwork. Suspend lighting fixtures independently of the ceiling suspension.
4. Provide unfaced sound attenuation blankets over ceiling systems to meet room to room sound transmission requirements. Minimum STC rating of 40 for rooms such as conference rooms, FTC offices, hearings rooms, and other rooms intended for privacy and confidentiality.

**C. Gypsum Board Ceilings:** Provide painted, 5/8" gypsum board ceilings in airlock entry vestibules, custodial closets and secure rooms. Provide means of access to ceiling systems for maintenance of equipment or repair of system.

**D. Resilient Flooring:**

1. Resilient tile flooring to be vinyl composition tile, Composition I, non-asbestos formulated, Class 2, 12-inch x 12-inch x 1/8-inch thick or Luxury Vinyl Tile, Class III, 2.5 mm thick.
2. Vinyl wall base shall be 4-inches in height x 1/8-inch thick. Provide cove base at vinyl composition tile locations and straight base at carpet locations. Provide vinyl or rubber treads at all stair treads locations. Provide vinyl edge strips at terminations and transitions.

**E. Access Flooring –** If required in the Request for Proposal (RFP), Program, or State Agency Supplementary Standards: Access flooring panels shall be lightweight concrete filled zinc-coated steel pans with a rigid bolted pedestal understructure secured to the concrete floor.

1. Minimum design load for access flooring system shall be 1250 lbs. minimum with a minimum uniform load of 400 lbs./s.f. Facing material shall be carpet in office areas and plastic laminate in data rooms. Provide all ramps, steps, aluminum guard rail accessories.
2. At office areas provide flush electrical/telephone/data outlet boxes with hinged cover and with adjustable air supply dampers. At data room locations all cutouts for data cable are to be grommeted with nylon brush closures. Provide perforated tiles for air supply.

F. Carpet: The State of Michigan has a statewide contract for the supply and installation of the specified carpet with a single manufacturer and installer. This contract may also be utilized for SOM leased spaces. Any upgraded carpeting noted on the finish schedule and or the building program statement is not included as part of this predetermined bidding process. All costs for the supply and installation of carpeting are to be included as part of the contract.

1. Carpet Materials Manufacturer/Subcontractor:

Carpet Manufacturer: Tarkett USA Inc., Tarkett North America 444 N Wells St. Suite 501, Chicago IL 60654  
 Contract #: [230000001067](#)

Contact: Elyse Bertling  
 Phone: 248-346-8733  
 Email: [Elyse.Bertling@tarkett.com](mailto:Elyse.Bertling@tarkett.com)  
 Contract Expires: 8/6/2026

2. Installation & Secondary Contact:

Lansing Tile & Mosaic, 2210 Apollo Dr. Lansing, MI 48906  
 Lansing Tile State Contract Coordinator/PM: Gavin Ruehle  
 Email: [gavin.ruehle@lansingtile.com](mailto:gavin.ruehle@lansingtile.com)  
 Phone: 517.204-7023

Field Carpet Selections:	Colormap (11130) 24"x24" Texturemap (11129) 24"x24", 9"x36", 18"x36" GeoKnit (10887) 24"x24", 9"x36", 18"x36" Tailored Madras (11284) 24"x24", 9"x36", 18"x36" Maelstrom (04849) 24"x24", 18"x36" Applause III (02803) 24"x24"
Walk-Off Carpet:	Assertive Action (04837) 24"x24", 9"x36", 18"x36" Assertive Rib (04838) 24"x24", 9"x36", 18"x36" Assertive Stria (04839) 24"x24", 9"x36", 18"x36"

3. Chair pads may be required for protection of carpet texture, consult with Agency. Absent the use of chair pads, more intensive maintenance will be required for areas in direct contact with chair caster traffic, and some degree of appearance change is to be expected. See Lease for requirements for carpet replacement.

G. Wall Covering: If required by the Checklist of Building Components, provide Type II medium duty in offices and areas not subject to high abuse. Provide Type III heavy-duty wall covering in high abuse areas such as corridors,

toilet rooms and break rooms. Provide clear plastic, vinyl, or poly corner guards up to 60" above finish floor on all outside corners to protect vinyl wall covering.

- H. Painting: Painted surfaces shall receive 1 coat of primer and 2 coats of finish. A complete room finish schedule shall be submitted for approval by the Lessee/Tenant Agency prior to construction. Colors shall be selected and/or approved by the State Agency. Use only first-line commercial products for all coating systems similar to Sherwin-Williams, Benjamin-Moore, Pratt & Lambert or PPG. Provide poly corner guards up to 60" above finish floor on all outside corners to protect painted wall.

EXTERIOR	PAINT/COATINGS
Concrete and Stucco	2 coats exterior polyvinyl emulsion
Concrete Masonry Units	1 coat latex block filler, 2 coats exterior acrylic latex
Ferrous Metal	1 coat synthetic rust-inhibiting primer, 2 coats full-gloss alkyd enamel
Zinc-Coated Metal	1 coat galvanized metal primer, 2 coats full-gloss alkyd enamel
<b>INTERIOR</b>	
Concrete Walls	Repair imperfections, voids, cracks, 2 coats latex interior flat
Concrete Masonry Units	Fill voids, cracks, 1 coat latex block filler, 1 coat interior enamel undercoat, 1 coat interior semi-gloss latex
Gypsum Drywall Ceiling	1 coat latex interior primer, 2 coats latex flat
Gypsum Drywall Wall	1 coat latex interior primer, 2 coats interior semi-gloss zero VOC acrylic latex
Gypsum Drywall to Receive Wall Covering	1 coat latex interior primer
Woodwork and Hardboard (Painted)	1 coat interior enamel undercoat, 2 coats urethane latex gloss enamel
Woodwork, and Millwork (Stained)	1 application wood filler, 1 coat oil based interior wood stain, 2 coats of clear semi-gloss polyurethane
Ferrous Metal	1 coat synthetic rust-inhibiting primer, 1 coat interior enamel undercoat, 1 coat exterior alkyd gloss enamel
Zinc-Coated Metal	1 coat galvanized metal primer, 1 coat interior enamel undercoat, 1 coat exterior alkyd enamel

1. All exposed piping, conduit mechanical and electrical components in finish areas are to be either field painted or pre-painted by the manufacturer.
  2. Provide odorless paint when painting in areas occupied by personnel regardless of when painting operations are conducted.
- I. Chair Rail: Provide nominal 1" x 4" HDPE, solid-surface, bamboo, or hardwood chair rail routed at top and bottom edge for a finished appearance, mounted 32" above finished floor in the lobby (coordinate final elevation with furnishings for each space prior to installation), break room, offices, and all public spaces at minimum. HDPE is preferred in lobbies and waiting rooms. Softwood chair rail is not acceptable. Additional areas will be identified by the DTMB or State Agency on preliminary drawings provided by the Owner/Lessor.
  - J. Interior windowsills shall be durable water and moisture resistant materials such as HDPE, finished hardwoods, solid surfacing, natural stone, or artificial stone. Gypsum board or softwood windowsills are not acceptable.
  - K. Plywood Backboards and Wall Blocking: Provide one 4' x 6' x ¾" fire retardant telephone equipment backboard mounted to wall in the telecommunication rooms (MTR, TR). Fire rated plywood backboard will be finished with 2 coats of semi-gloss white paint.
  - L. Wood blocking: Provide 2" x 10" wood blocking in wall cavities where door swing motion could cause door lever hardware to pierce gypsum drywall board, for the installation of wall-mounted door stops. Provide 2" x 6" wood blocking in wall cavities to support handrails in accessible restroom stalls.

## VII. SPECIALTIES

- A. Visual Display Surfaces: Marker boards are to be porcelain enamel faced for liquid-type markers with core material and backing with an aluminum tray.
- B. Directories: If required by the Request for Proposal (RFP), Program, or State Agency Supplementary Standards, requires it, or if the State is the sole tenant and occupies 100% of the building, provide a building directory at the main entry point. The directory shall be metal or wood framed consistent with the décor of the building, glass enclosed and lockable, sized not less than 36" high x 24" wide. If the Lessee/Tenant Agency is part of a multi-tenant building, provide space within the existing building directory of not less than 3 lines. Provide LED illumination from within the unit.
- C. Interior Signage: Interior signage shall meet the DTMB standard interior signage design. Refer to [STATE OF MICHIGAN BUILDING ADA SIGNAGE STANDARDS](#) for design and layout requirements. Locate signs as required by ADA and building code requirements, and on rooms and spaces intended for public use such as conference, meeting, and hearing rooms. If required by the Request for Proposal (RFP), Program, or State Agency Supplementary Standards, provide signage for all spaces.
- D. Exterior Post, Panel and Pylon Signage: If required by the Request for Proposal (RFP), Program, or State Agency Supplementary Standards, provide an illuminated exterior sign, mounted on a post or pylon. Design of the sign shall be approved by the State Agency.
- E. Telephone Specialties: If required by the Request for Proposal (RFP), Program, or State Agency Supplementary Standards, provide a public telephone with enclosure.
- F. Toilet Compartments: At public or employee use toilet room locations, toilet compartments, urinal screen and privacy panels are to be fabricated from HDPE, phenolic or other solid surfacing material. Metal and plastic laminate are not acceptable.
  - 1. Toilet compartments are to be floor mounted and overhead braced with security over-ride latching devices. Urinal screens are to be wall hung. Any miscellaneous partitions are to be wall hung or floor supported. All fasteners and hardware are to be tamperproof.
- G. Toilet Room Shelving: At employee toilet rooms provide a minimum 4" x 36" parcel shelf adjacent to entry door.

- H. Toilet and Bath Accessories: All toilet accessories are to be ADAAG and MBF compliant. Use recessed or semi-recessed as required to maintain clear pathway. Coordinate dispenser type with towel and tissue type provided by building maintenance. Combination units provide cost savings in installation.

Item	Manufacturer, Model (or approved equal)	Notes
Combination Toilet Tissue and Waste	Bradley 5952, Gamco TSC-7	Stainless steel, dual roll, integral waste receptacle
Combination Toilet Compartment Unit	Bradley 5911, Gamco TSC-5PH,	One per public toilet compartment.
Toilet Tissue Dispenser (without integrated waste)	Bradley 5402, 5412, Gamco TTD-5, TTD-6, TTD-7	Stainless steel, dual stacking roll, partition mounted, one per stall, if not practical to use combination unit
Stall Waste Container	Bradley 4721-15, 4722-1015, 4722-15, 4731-15, Gamco ND-3	Stainless steel, partition mounted, one per stall, if not practical to use combination unit
Toilet Seat Cover Dispenser	Bradley 5831, Gamco TSC-1	One per stall, if not practical to use combination unit
Combination towel dispenser/waste receptacle	Bradley 2037, Gamco TW 9, TW-9-4	Stainless steel, fully recessed, large capacity
Feminine Product Dispenser	Bradley 401, 407; Gamco 352-25, NV-2-4	One per women's toilet room, coin or free operation
Accessory Hook	Bobrick B-212	
Grab Bars	Size and configuration required to meet ADA and Michigan Barrier Free requirements.	1-1/2" round stainless steel
Soap Dispensers	Bobrick B-824, B-828 (foam)	Line voltage plug-in touchless (no battery), one per lavatory fixture, refillable. (Mount plug high under sink so as to not be visible)
Hand dryers	World Dryer SMARTdri, AirMax, or SLIMdri	Hardwired touchless, energy efficient
Faucets	Delta, Moen, American Standard	Line-voltage touchless*
Flush Valves	Sloan, Zurn, American Standard	Line-Voltage automatic flush*
Changing Tables	Koala Care, Bradex	One per each public restroom
Mirrors and frames	Full width mirrors with ¼" thick mirrored glass and polished steel frames	
Mop and Broom Holders	Two per custodial closet	

\*Battery units may be permitted if retrofitting, written pre-approval is required by DTMB prior to RFP Response.

- I. Operable Partitions: Where required by the Request for Proposal (RFP), Program, or State Agency Supplementary Standards, provide an electrically operated, folding panel partition system, ceiling suspended with overhead track. Panels are to be vinyl faced and side stacked with a minimum 50 STC rating. Provide all necessary steel support framing. Verify existing structural framing capacity with operable partition loads. Manual operation acceptable for small partitions only.
- J. Fire Extinguishers and Cabinets: Fire extinguishers are to be provided per the requirements of the Michigan Building Code. Fire extinguishers shall be multipurpose dry chemical type sized and rated for project requirements. Provide recessed wall cabinets in public, office and work areas and provide surfaced mounted on metal brackets at warehouse and storage areas. Cabinets are to be recessed type aluminum or steel with baked enamel finish. Doors are to have glass panels with ADA compliant opening device.

- K. Built-in Projection Screens: Where required by the Request for Proposal (RFP), Program, or State Agency Supplementary Standards, provide electrically operated, recessed, ceiling mounted screens. Viewing surface is to be matte white and edge treatment is to be without black masking borders.
- L. Window Treatments: Provide commercial grade vinyl vertical blinds or shade fabric roller blinds at all exterior windows. Blinds are to be a minimum 3-1/2 inch wide and white or off-white in color, with chain and cord for manual operation. Shade fabric roller blinds shall use a minimum 6 oz/yd fabric in a color selected or approved by the State Agency, with chain and cord for manual operation.
- M. Millwork/Casework:
  1. All casework for break rooms, conference rooms and work areas is to be plastic laminate on particle board with frameless construction and full overlay doors. Laminated plastic shall be high pressure plastic laminate complying with NEMA Standards Specifications for General Purpose Grade (HGS/Grade-10 .050") with selection from standard selections, solid colors or wood grains.
  2. Cabinets shall be complete with hardware, drawers, dividers, and adjustable shelves. Drawers shall be suspended on soft-close steel slides with ball bearing type nylon rollers for ease of operation. Drawer slides shall have a 100 lb. Load rating. Provide wire pulls or simple knobs compliant with the ADAAG. Cabinet doors should have soft close hinges with door mutes.
  3. All millwork and installation shall conform to the performance standards of the Architectural Millwork Institute. Finish wood materials to receive stain or transparent finish shall be "Custom" grade. Casework hardware shall be equal to Knappe & Vogt Manufacturing Company products.
  4. At all areas other than toilet rooms, countertops are to be solid surface with eased front profile and square edge backsplash.
  5. At public use and employee toilet rooms all counter and lavatory surfaces are to be fabricated from HDPE or solid surface materials.
- N. Bullet-Resistant Panels: If required in the Request for Proposal (RFP), Program, or State Agency Supplementary Standards Fiberglass ballistic panels shall be 5/16-inch thickness with UL-752, level-2 rating. Face bullet resistant panels with gypsum board.
- O. Shelving: Provide solid wood or metal shelving in the custodial closet for storage of cleaning and paper supplies. Minimum dimensions shall be 36" wide, 15" deep, with a quantity of no less than 3 shelves.
- P. Entrance Floor Grilles or equivalent: At all public and employee exterior entrances provide recessed entrance floor grilles or walk off mat designed to remove and capture debris from foot traffic. Floor grilles and frames are to be extruded aluminum. Floor grilles are to have top-surfaced tread rails with nylon carpet inserts. An equivalent requires prior written approval by the State Agency, RED and DCD.

## VIII. CONVEYING SYSTEMS

- A. Passenger Elevators: Compliance with the requirements of the ADAAG and Michigan Building Code will provide the minimum determination for provision of a passenger elevator, unless specified in the Request for Proposal (RFP), Program, or State Agency Supplementary Standards.
  1. For typical 2-stop application provide a hole-less hydraulic passenger elevator system, 2,500 pound capacity minimum with a finish clear cab size of not less than 6'-8" x 4'-3" (must have the ability to fit a standard EMT gurney) with a minimum ceiling height of 7'-11". Cab speed shall not be less than 80 feet per minute. For facilities requiring more than 2 stops, or depending on building size and use, multiple elevators, larger elevator platform size, speed and weight capacity will be required. Elevator cabs are to

have plastic laminate side walls, protective bumpers, and skid-resistant vinyl composition tile floor surface. Furnish removable protective pads.

- B. Freight Elevators: A freight elevator is required for a building over 2 stories (or 2 stops). The need and description for a freight elevator in a two-story building is to be noted in the Request for Proposal (RFP), Program, or State Agency Supplementary Standards.
  - 1. A freight elevator, at minimum, shall be Class A, hydraulically operated, with a minimum of 2500 pound loading capacity. The minimum clear cab floor size shall be 5'-4" x 7'-0". Freight elevator ceiling height should be a minimum of 12'-0" to facilitate moving equipment and furnishings. Elevator cabs are to have plastic laminate side walls, protective bumpers, and skid-resistant vinyl composition tile floor surface. Furnish removable protective pads.
  - 2. Elevator shaft way, electrical, and mechanical, emergency function, and elevator components are to be designed, manufactured and installed to comply with the latest edition of the State of Michigan Elevator Code as well as meet ADA requirements. No building HVAC or plumbing system piping shall be allowed in the elevator shaft or machine. If HVAC or piping is specifically required for the elevator system, the design and installation shall be coordinated with the elevator manufacture.

## IX. FIRE SUPPRESSION

- A. Fire Protection and Fire Detection/Alarm Systems shall be provided in all State of Michigan facilities and leased facilities. Fire protection systems are to conform to NFPA, state and local codes.
- B. Sprinkler piping shall be schedule 40, schedule 10, or copper. No saddle fittings or flexible fire sprinkler connections will be permitted above hard pan ceilings. Flexible sprinkler connections, with a maximum length of 48" are permitted only to connect head to piping above acoustical panel ceilings. Flexible sprinkler connection assemblies shall be installed per manufacturer's instructions.
- C. Concealed type sprinkler heads shall be used in all occupied areas. In existing buildings, sprinkler heads shall be replaced if they have been recalled.

## X. MECHANICAL, PLUMBING & HVAC

- A. Meet or exceed all State of Michigan and Local vicinity code and regulation requirements for the mechanical systems in all State of Michigan leased, owned, or operated facilities. Some of the requirements of this standard exceed code requirements.
- B. Review latest editions of State of Michigan Governor's energy directives, American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE) standards 15, 55, 62. Follow the more stringent requirements.
- C. Coordinate additional amenities and requirements with the building program as defined in the Request for Proposal (RFP), Program, or State Agency Supplementary Standards.
- D. Existing mechanical and HVAC equipment and components intended for reuse shall be in clean, operable, and efficient condition. Existing ductwork shall be cleaned thoroughly, and filters changed on all HVAC units prior to occupancy. All existing piping which is re-used shall be labeled. The existing piping and ductwork, including connections and diffusers, shall be thoroughly inspected for size, condition, and suitability for re-use.
  - 1. Existing HVAC components, piping and devices no longer being used shall be completely removed and not abandoned in place. All openings in existing walls, floors, and shafts shall be properly fire-stopped after the removal of old HVAC components and piping.

- E. Gas Service Entrance: Gas piping entering the building must be protected from accidental damage by vehicles, foundation settlement or vibration. Where practical, the entrance should be above grade and provided with a self-tightening swing joint prior to entering the building.
- F. Mechanical/HVAC Design and Planning
1. Energy savings should be a primary component and part of the selection of HVAC equipment. The facility or building design shall comply with both the mandatory and prescriptive provisions of latest ASHRAE standards. The proposed building performance rating compared to baseline building performance rating per ASHRAE standards (without amendments) by building simulation method is to be 14% higher on new buildings and 7% higher on existing buildings.
  2. Design systems that require zero use of CFC-based refrigerants for new systems; complete a comprehensive CFC phase-out conversion when reusing existing systems.
  3. Design HVAC and refrigeration systems with refrigerants with no or very little ozone depleting potential. Projects shall comply with current LEED guidelines and standards.
  4. Establish temperature and humidity comfort ranges and design the HVAC system to maintain the comfort ranges (See Table M1) in accordance with ASHRAE; and must meet requirements of the Lease.
  5. Require an assessment of tenant space or building thermal comfort within a period of 8 to 12 months after occupancy. Based on the assessment, a corrective action plan is to be developed if Table M1 requirements are not maintained. This plan shall include measurement of relevant environmental variables in problem areas in accordance with ASHRAE.
  6. Duct sizing and velocities shall be designed to minimize air noise.
  7. Kitchen or other exhaust hoods shall meet NFPA regulations and local health department requirements.
  8. For facilities 15,000 square feet and above, provide a building automation system to monitor and control lighting, ventilation, heating, and air conditioning systems. The Lessor shall provide the latest technology and technology integration for building automation systems including an on-site computer for continuous monitoring capabilities.
  9. Fire alarm and security system must function as stand-alone systems with an interface to the building automation system (if provide based on size of facility).
  10. Vertical zoning: Layer components in the ceiling space with the plumbing and sprinkler piping zone near the underside of the structure, the HVAC duct zone in the middle and the lighting zone immediately above the ceiling system. Sufficient space must be provided to accommodate future lighting relocations and changes without the need for moving HVAC or other components.
  11. Valves are to be located in accessible ceiling and wall areas where possible. Provide access panels in gypsum board ceilings and wall locations. Coordinate with furniture plans.
  12. Mechanical systems are to be designed with future expansion in mind. Provide valves, controls etc. at locations where future equipment tie-ins would be likely and where systems isolation seems prudent.
  13. Catwalks with access ladders are to be provided for all equipment that cannot be maintained at floor level.
  14. Documentation of all the building systems is to be provided for the guidance of the building engineering staff. Documentation is to indicate actual elements that have been installed, how they performed during testing and how they operate as a system in the completed facility.
  15. The State Agency contact is to be provided with the following: 3 copies of prints identifying HVAC zones, record drawings and specifications (both hard copy and on a USB drive w/ indexed PDF), operating

manuals with schematic diagrams, sequence of operation and system operational criteria for each system installed and maintenance manuals with complete information of all major components in the facility.

16. Provide posted operation instructions for manually operated mechanical systems. They are to consist of simplified instructions and diagrams for equipment, controls and operations of the systems, including boilers, refrigeration equipment, HVAC controls, hot and chilled water distribution and hot and cold water domestic water. Instructions are to be framed and posted adjacent to the major piece of equipment of the system. The amount of instruction time provided is to be commensurate with the complexity of each system.
17. Allow adequate space for maintenance access to coils, pumps, filters etc.
18. HVAC equipment shall not be placed in ceiling spaces above computer rooms, server rooms, electrical rooms, telephone rooms etc.
19. All mechanical rooms, breakrooms, bathrooms, and kitchens shall have floor drains.

#### G. Plumbing Systems

1. If a well is required, the well is to be tested and documentation provided for water flow, water quality, chemical content and performance. The test results must be submitted for approval and acceptance. Non-performing wells will be rejected. If water requires treatment, the water treatment system shall be included and provided.
2. Sanitary and Storm system piping shall be separated and discharged per code and local regulations. Sewage ejectors are only to be used where gravity drainage is not possible.
3. Booster pumps for domestic water service are to be provided when required to maintain system design pressures.
4. Recirculation piping is to be provided for all domestic hot water systems.
5. Avoid water-filled plumbing on outside walls, above ornamental ceilings or in unheated areas.
6. Plumbing fixtures
  - a) Commercial grade and based upon American Standard or Kohler.
  - b) Low-flow water closets, urinals, faucets for sinks and lavatories are required for all locations. Do not use waterless urinals without approval by the Design and Construction Division during the schematic design phase of a project.
  - c) Wall mount water closets and urinals shall be installed. Floor mount water closets will require pre-approval and to accommodate retrofit or existing conditions.
  - d) Fixtures designated for use by the handicapped must comply with the requirements of Federal Standard 795; Uniform Federal Accessibility Standards and the requirements of the Title III Standards for the ADA.
  - e) At sink locations with exposed piping provide ADA compliant jacketed prefabricated piping insulation. Color to be chosen by the State Agency.
7. Drinking fountains are to supply 55°F water, from standard packaged electric water coolers with integrated bottle filler.
8. Dishwashers: If required by the Request for Proposal (RFP), Program, or State Agency Supplementary Standards, dishwashers shall have dedicated booster heat units that meet all code requirements.
9. Valves and Shut-offs

- a) Provide isolation valves at all pieces of equipment and at each restroom fixture for both hot and cold water. Each restroom facility is to have separate water shut-off.
- b) Locate valves where they can be reached for service in hallways and public spaces where possible.
- c) Valves and other operable fittings must be tagged. A valve tag schedule shall be provided as part of project closeout documentation. Properly identify all valves and locations.

#### 10. Pumping Systems

- a) Primary/secondary systems are recommended. If minimum flows are required, use separate, constant flow primary water pumps and variable flow secondary systems.
- b) Pumps used in closed loop hydronic piping are to be designed to operate to the left of the peak efficiency point on their curves (high head, less flow) to compensate for variances in pressure drop between calculated and actual valves without causing pump overloading. Do not use pumps with steep curves due to limiting of system flow rates. Pumps are to operate at no less than 75% efficiency for their performance curve.
- c) Packaged variable flow pumping may be used. However, pumps and their controls are to be supplied by the same manufacturer.
- d) All closed loop heating and cooling systems shall be treated with a corrosion inhibitor.

#### 11. Piping Systems

- a) Provide cathodic protection or other means of preventing pipe corrosion.
- b) Isolation valves, shut off valves, by-pass circuits and unions are to be provided as necessary for piping at equipment to facilitate equipment repair and replace backer. Equipment requiring isolation includes boilers, chillers, pumps, coils, terminal units and heat exchangers. Valves are to be provided for zones off vertical risers.
- c) All pipe is to be labeled and color-coded according to ANSI Z535.1-1991 Safety Color Code and ANSI A13.1-1981 Scheme for Identification of piping Systems. Pipe markings must effectively communicate the contents of the pipes and give additional information if special hazards (such as extreme temperatures or pressures) exist, i.e. "Steam 110PSIG". Arrows shall indicate direction of flow. Label placement shall insure that labels can be easily read based upon label elevation and viewing angle of individual. Labels, at a minimum, shall be placed within six feet of valves, where change in direction occurs, on entry/re-entry points thru wall and floors and on straight segments with spacing between labels that allows for easy identification.
- d) Valves and other operable fittings must be tagged. A valve tag schedule shall be provided as part of project closeout documentation. Properly identify all valves and locations.
- e) Copper piping shall be used on all domestic and hydronic piping systems. PEX piping may be permitted in limited applications if reviewed and pre-approved in writing by project team.
- f) All closed loop heating and cooling systems shall be treated with a corrosion inhibitor.

#### 12. HVAC Systems

- a) HVAC air distribution requires the establishment of minimum Indoor Air Quality (IAQ) performance to enhance indoor air quality in building by complying with minimum requirements of ASHRAE.
- b) Provide properly installed condensate drains to prevent build-up of condensate in air handling unit or other equipment drain pans.
- c) All closed loop heating and cooling systems shall be treated with a corrosion inhibitor.
- d) For HVAC piping systems, provide isolation valves at all pieces of equipment and coils for maintenance and service. Locate the valves where they can be reached for service.
- e) HVAC piping insulation shall be installed on all piping, valves, terminal units and all section.
- f) Do not leave un-insulated gaps between components that can cause condensation.

- g) Location of temperature sensors and thermostats shall be coordinated with furniture, equipment, and window locations.
  - h) Kitchen hood design must meet NFPA regulations as well as all local health department requirements.
  - i) Ductwork should be protected from construction contamination and proven clean prior to occupancy. Air filtration systems shall meet or exceed a MERV 13 rating. Air filters shall be new at the time of occupancy.
  - j) Provide acoustical sound boots at ceiling return air grilles at offices, meeting rooms and conference rooms if walls do not extend to the roof/floor deck above or if a separate return air duct system is not provided.
  - k) Air handlers are to be equipped with variable frequency drives to control fan motor speed.
13. Vibration and Acoustical Isolation
- a) Isolate all moving equipment in the building under dynamic loading.
  - b) Use flexible connections for piping/ductwork terminations.
  - c) All wall/floor openings for ducts and piping are to be sealed except at shafts dedicated to gas piping which must be ventilated.
  - d) Reduce fan vibrations immediately outside of all mechanical room walls by acoustically coating or wrapping the duct.
  - e) Provide spring and rubber isolators for piping 2-inches and larger hung below tenant occupied spaces.
14. Layout of Mechanical Spaces: Mechanical rooms are to be laid out with clear aisles and access to all equipment. Lighting is to be laid out so as not to interfere with equipment. Housekeeping pads are to be 3-inches wider than the mounted equipment on all sides.
15. Building Mechanical Specialties
- a) Electrical Generators: If required in the Request for Proposal (RFP), Program, or State Agency Supplementary Standards, fuel systems, capacity and system components being supplied with backup emergency generator shall be clearly defined and specified in the Lease or Specification requirements.
  - b) Computer Data Centers Server Rooms: If required in the Request for Proposal (RFP), Program, or State Agency Supplementary Standards or the building program, provide special HVAC equipment required for any Computer Data Centers, Server Rooms, or Computer Training Rooms.

**TABLE M1 – General Office Mechanical Space requirements**

<b>Mechanical Minimum Design Requirements for General Office Space</b>		
Code Reference	HVAC Systems –Michigan Uniform Energy Code, latest edition Michigan Mechanical Code, latest edition Ductwork – SMACNA, latest edition Plumbing -- Michigan Plumbing Code, latest edition	
Temperature	73°F ± 4°F (± 5°F for Leases)	
Humidity	30-50%	
Ventilation	Office Space: 20 cfm per person or 0.2 cfm / sq. ft. (whichever is greater) Break Room: 30 cfm per person Waiting Area: 15 cfm per person Kitchen/Toilet/Custodial Closet: 10 air changes per hour and 100% exhaust	
Air Conditioning	Equipment: 3 watts / sq. ft. Lighting: 2 watts / sq. ft.	
Ductwork	Supply and Return air shall be ducted (except at raised floor systems). Return air plenums are not acceptable. Duct insulation shall be external wrap only; no internally lined duct will be accepted. Flex duct allowed within 10-feet of ceiling diffusers.	
Miscellaneous	Provide a minimum of 1 electric water cooler and drinking fountain combination unit with bottle filler per floor. Locate adjacent to restrooms.	
<b>Standard Piping Material</b>	<b>Use</b>	<b>Comments</b>
ASTM Schedule 40	Chilled water up to 12-inch diameter. Condenser water up to 12-inch diameter.	150 psi fittings. Standard weight pipe over 12-inch diameter. 150% of working pressure
	Hot water	Test to 300 psig.
	Natural gas	Weld and test to 300 psig
ASTM schedule 80	Steam over 15 psig	Test to 500 psig, 150% of working pressure
Copper tubing ( <i>PEX may be permitted in limited applications if reviewed and pre-approved in writing by project team prior to RFP Response</i> ). ProPress style fittings up to 1 ¼" are permitted.	Chilled water, Condenser water	Builder option. Use type K below ground and type L above ground.
	Domestic water	Lead free solder connections
	Refrigeration	Type ACR
Cast Iron	Sanitary, waste and vent	

PVC	Storm, waste and vent	Below grade and non-plenum locations where sound transmission does not affect Agency business operations
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## XI. ELECTRICAL

- A. Meet or exceed all State of Michigan and local vicinity code and regulation requirements for the electrical systems in all SOM leased, owned, or operated facilities. Some of the requirements of this standard exceed code requirements.
- B. When an existing facility or building is being used, all existing circuits (including wiring, connections, and disconnects), proposed for reuse shall be thoroughly inspected for size, condition, and suitability for re-use, and labeled.
  - 1. All existing wiring, conduit, and devices no longer being used shall be completely removed and not abandoned in place. All existing unused power supply wiring or cabling shall be completely removed back to supply distribution panel and circuits breakers relabeled as "Spare" or with the new circuit title.
  - 2. All openings in existing walls, floors, and shafts shall be properly fire-stopped after the removal of old conduit and wiring.
- C. Electrical Site Design and Planning
  - 1. Spare conduits shall be provided at all primary, secondary, and panelboard feeders for future use.
  - 2. Electrical metering locations and metering sockets must be acceptable to the local utility company.
  - 3. New transformers shall be free of any hazardous materials (PCB's, asbestos, etc.), and dry type transformers are preferred.
  - 4. Exterior lighting design and layout shall meet the latest requirements of the LEED standards established for the project and conform to Dark Skies requirements.
  - 5. Planning should include optional locations, both public and secured, for Electric Vehicle (EV's) Chargers identified in the Request for Proposal (RFP), Program, or State Agency Supplementary Standards to be installed. Location, quantity, and type will be determined case by case.
  - 6. All underground conduit and duct banks shall be watertight and sloped to manholes or junction boxes with a sump.
  - 7. All underground conduit/wiring shall be buried with a marker/tracing wire and a plastic warning tape approximately one foot above the conduit/wire.
  - 8. Lightning protection shall be provided for all buildings and associated structures per NFPA and any other code requirements.
- D. Electrical Building Design/Planning
  - 1. Circuit Planning: Planning shall include locations of copier, microwaves, coffee machines, dishwashers, and vending machines. Provide as a minimum, 20-amp dedicated circuits with isolated grounds to all copy machines. Provide as a minimum a separate 20-amp circuit for each device.
    - a) Provide as a minimum isolated ground 20-amp circuits with surge protected receptacles for all main computer hub network equipment and audio-visual equipment.
    - b) Provide a minimum of a twenty-five (25%) percent spare capacity above maximum demand for future growth of the electrical system.

- c) Dedicated isolated-grounded circuits are not required for computer receptacles.
  - d) Provide a minimum of one (1) 120-volt duplex receptacle in all building entrance vestibules.
2. General:
- a) Planning shall take into consideration the Lessee/Tenant State Agency's Phone and Data systems, security system components including cameras, card access systems, door monitoring systems, and any other components included in the security system.
  - b) If a Fire Alarm system is required place annunciation panels in a location coordinated with the Lessee/Tenant State Agency. If a connection to the local fire department is required, it shall be included.
  - c) All electrical panels, control panels, and disconnect panels shall be lockable and within the building all be keyed alike. (Lock hasps are acceptable).
  - d) Provide concrete housekeeping pads for all floor mounted electrical equipment. Pads are to be a minimum height of 3 ½ inches and extend a minimum of 6 inches beyond the perimeter of each piece of equipment.
3. Electrical Power Requirements
- a) Full Height Offices: Provide 4 standard 120-volt, 20-amp duplex receptacles supplied by a 20-amp general service circuit. One of the four shall be an orange isolated circuit receptacle.
  - b) Conference Rooms: Provide 4, 120-volt, 20-amp duplex receptacles.
  - c) Conference, Lunch, and Break Rooms: Provide 1, 120-volt, 20-amp GFI duplex outlet near the counter/sink.
  - d) Furniture Systems: Provide for each grouping of 4 cubicles or less, a wiring assembly consisting of 8 conductors back to the circuit breaker panel, to yield at the systems furnishings 3 hot, 3 neutral, 1 common ground and 1 isolated ground (either three 15-amp or three 20-amp breakers.) Power may come through the ceiling, floor or wall but may not exceed the ratio stated above.
  - e) Connections to systems furniture: The State will supply base feed power conduit (from furniture systems manufacturer) or power poles. Base Feed is preferred. Each group of 4 workstations will require a power pole or a base feed. Provide 90-degree elbows for power and communications at connection to exposed wall and floor boxes. Installation of base feed or power poles is by Lessor. Direct, final and complete connection to the modular furniture system shall be the responsibility of the Lessor, including cutting ceiling tiles to accommodate installation of Lessee supplied power poles. All work shall be coordinated with electrical contractor.
4. Firestopping: Provide U.L. listed firestopping assemblies for all openings and sleeves through floors and firewalls. Telephone, data, or other communications cable sleeves shall be fire-stopped after the respective contractor's work is complete.
5. Cabling:
- a) Whenever possible, below grade electrical, telephone, and data cabling are to be installed in concrete encased duct banks. Telephone and data are to be separated from electrical power with independent conduit systems.
  - b) All telecommunications cabling shall be kept in trays and/or conduit separate from primary or secondary power cabling. In occupied space with open ceiling, cable trays or conduit are required, other CMS systems are not permitted. See requirements of [1345.00.02 ENTERPRISE OPERATIONS CENTER – USER EXPERIENCE](#) for cabling, tray, conduit, and building entry requirements.
  - c) All cabling to be labeled.

## 6. Lighting

- a) Lighting controls used in public areas are to comply with ANSI/ASHRAE/IESNA regulations.
- b) Lighting fixtures shall be located where practical, so scaffolding is not required for lamp replacement.
- c) Lighting in all occupied rooms will be controlled by an automatic sensor with a manual wall switch override. Locate sensors to avoid nuisance triggering.
- d) Lighting shall be LED, utilization of smart lighting controls preferred, with a color range between 3500 and 4000K. Lighting levels shall meet or exceed the recommendations of the IESNA Handbook for the use of each space. Daylight harvesting and occupancy controls are required if the lighting system is not managed with the BAS system. On-site accessible overrides are required if lighting is scheduled through the BAS system.
- e) All electrical system components and devices shall be independently supported from the building structural framing members and supported per manufacture's recommendations.
- f) Provide adequate LED lighting, including emergency lighting, to service all equipment in mechanical rooms. Provide GFI service outlets for supplemental lighting in mechanical spaces. Provide GFI outlets within six (6) feet of Control Panels.
- g) Provide emergency lighting as required by code or if required in the Request for Proposal (RFP), Program, or State Agency Supplementary Standards. Emergency lighting shall be tied to an emergency generator, provided with battery back-up, or dual-feed electrical supply.

## 7. Wiring:

- a) All building electrical systems wiring smaller than AWG # 10 shall be copper.
- b) All electrical circuits or main feeders shall be solid tubular (Non-flexible) type conduit. *Flexible conduit is only acceptable as a 6-foot whip for light fixtures, power poles, or a 12-foot whip for wall box drops.*
- c) All receptacles and switches shall be a minimum of specification grade quality.
- d) Emergency circuit receptacles, switches, or devices shall have color RED bodies.
- e) If surface mounted raceway is required and non-exposed conduit is not feasible then painted "Wiremold" is required.
- f) All wiring to be labeled.

## 8. Building Electrical Specialties

- a) Electrical Generators: If required by the Request for Proposal (RFP), Program, or State Agency Supplementary Standards, provide emergency electrical generator with required switching for the capacity and system components determined in the RFP. Alternatively, provide an external portable generator hookup and transfer switch.
- b) Elevators – meet all code requirements, including ADA requirements. All elevators shall be equipped a battery backup device that allows for exit of any persons trapped in elevator when building or local power is lost.
- c) Computer Data Centers Server Rooms: If required in the Request for Proposal (RFP), Program, or State Agency Supplementary Standards or the building program, provide required electrical for any Computer Data Centers, Server Rooms, or Computer Training Rooms.

## XII. COMMUNICATIONS

Follow the requirements of the DTMB Network and Telecommunication Infrastructure Facility Standard 1345.00.02 (included below) for the design of building entrances, main telecommunication rooms, telecommunication rooms, pathways, backbones, cabling, and other communications systems. Wiring will be performed by the DTMB or their contractor; however, all conduit, electrical service, and infrastructure shall be part of the building’s design and construction contract. [1345.00.02 ENTERPRISE OPERATIONS CENTER – USER EXPERIENCE](#)

### Acronyms and Glossary Specific to Communications

ANSI/TIA Standards	Standards compiled by the American National Standards Institute and the Telecommunications Industry Association for voice and data design and planning.
BICSI	Building Industry Consulting Services International – Helps develop standards and guidelines for networking. Its certifications are de-facto standards for cable installers.
BTUH	British Thermal Unit per Hour
CAT 3	Category 3 – An unshielded twisted pair cable designed to carry voice and data up to 10 megabits per second (Mbs) and with transmission frequency of up to 16 Mhz.
CAT 5	Category 5 – An unshielded twisted pair cable that can support data speeds of 100 Mb or more. It provides performance up to 100 Mhz.
CAT 5e	Enhanced Category 5 – An unshielded twisted pair cable that can support 1000 Mb, i.e., gigabit speed.
CMS	Cable Management System
DMARC	Demarcation Point – the physical location where the public network of a telecommunications organization such as a phone or cable company ends and the private network of the customer begins. This is usually where the cable physically enters a building.
fc	Footcandles; lumens per square foot
MTR	Main Telecommunications Room
Systemax®	Network infrastructure product family in use in State of Michigan facilities
TR	Telecommunications room
Office Area	The measured area of the area where a tenant normally houses personnel and/or furniture. This area does not include building common space such as mechanical rooms, lobbies, and vending areas.

**Conform to ANSI/TIA 569-C and BICSI standards at minimum, unless reviewed and coordinated with DTMB SFA and Telecommunications Division. Coordinate and confirm layout and design of the telecommunications system rooms, conduits, pathways and systems with the DTMB Telecommunications Division.**

#### A. Building Entrance

##### 1. DMARC:

- a. Each building or suite will require a DMARC or Demarcation Point, a physical location where the public network of a telecommunications organization such as a phone or cable company ends and the private network of the customer begins. This is usually where the cable physically enters a building.

##### 2. CONDUIT:

- a. Three (3) conduits of 4” diameter rigid steel, placed a minimum of 24” below finished grade, and painted with corrosion inhibiting paint, shall be placed from the property line to an outside hand-hole. All ends of conduit shall have an insulated bushing at each end to seal out debris and water. Location and placement of conduit shall be coordinated with the DTMB Telecommunications Division.
- b. Three (3) conduits at the building entrance from an outside hand-hole to the DMARC, of 4” diameter rigid steel, placed a minimum of 24” below finished grade and painted with corrosion inhibiting paint. All

ends of conduit shall have an insulated bushing at each end to seal out debris and water. Location and placement of conduit shall be coordinated with the DTMB Telecommunications Division.

- c. Conduit within the building shall be reamed and have an insulated bushing at each end, and shall be bonded and grounded.

3. BENDS:

- a. All bends shall be made with a sweeping radius; no sharp 90 degree bends are allowed.
- b. If bends in the total length of conduit from the property line to the hand-hole exceed one hundred eighty (180) degrees, a 3'-0" x 3'-0" accessible junction box shall be placed at each point where adding another bend would exceed the one hundred eighty (180) degree limit.

4. HAND-HOLES:

- a. Hand-hole shall be placed within 30'-0" of the entrance wall.
- b. Hand-hole shall be a minimum of 3'-0" x 3'-0" and 1'-6" deep.

**B. Main Telecommunication Room (MTR)**

1. LOCATION AND SIZE (MTR):

- a. Each building shall have a Main Telecommunication Room (MTR). Depending on the building size and configuration, additional Telecommunication Rooms (TRs) may be required. Each floor in a multistory building, except the floor containing the MTR, shall have at least one TR.
- b. Size of MTR is to be: .75 SF per 100 square feet of Office Area or less, unless otherwise negotiated with DTMB Telecommunications.
- c. In multi-story buildings, the MTR shall be placed in line with the stacked TR's located on each floor. Center the MTR within the building vertically and horizontally. The MTR and TRs shall be located central to the building or suite floor plan, but so that the maximum length of the station cable terminating in the TR does not exceed two hundred ninety (290) linear feet.

**C. Telecommunications Rooms (TR)**

1. SIZE AND LOCATION:

- a. Each TR shall house, at a minimum, information outlet terminations, cable terminations for the riser system, and at least one cabinet.
- b. TRs shall be located central to the building or suite floor plan, but so that the maximum length of the station cable terminating in the TR does not exceed two hundred ninety (290) linear feet.
- c. TRs shall be stacked in multistory buildings.
- d. Size of TR in Offices:

Floor Size	Closet Size
10,000 Office Area SF	10' x 11'
8,000 Office Area SF	10' x 9'
5,000 Office Area SF	10' x 7'
Uses under 5,000 Office Area SF	3'x 7' minimum, with double doors providing access

**D. Design and Construction Requirements for Main Telecommunications Room (MTR) and Telecommunications Rooms (TR):**

1. ARCHITECTURAL REQUIREMENTS:

- a. Ensure simple unloading and equipment movement to and into the MTR and TRs.
- b. Hazardous elements such as water, fire suppression, drainage, steam, gas piping, or explosive or corrosive atmospheres shall be excluded from the MTR or TRs. There shall be no electrical cabinets or transformers in the MTR or TRs.
- c. Dry or gaseous fire suppression equipment is recommended.

- d. Walls shall extend to deck above (see also wall type legend).
- e. Ceiling height shall be 8'-6" minimum.
- f. Walls shall be constructed of masonry, concrete block, or stud and drywall construction with the fire rating required by code.
- g. Glass in doors or walls shall be security glass with the fire rating required by code.
- h. Floor shall be antistatic floor tile or sealed concrete. Carpet is not allowed.
- i. Two adjacent walls (termination field walls) shall be covered with ¾" clear grade fire-retardant plywood from 1'-6" above finished floor to 8'-0" above finished floor.
- j. A minimum of two (2) 4" diameter conduit sleeves placed between stacked TR Closets as risers (and between MTR's and all TR's), extending a minimum of 1" above the finished floor, placed adjacent to the plywood-covered termination field wall. Some systems may require additional risers. In all cases, one extra empty sleeve shall be installed. All metal conduits and metal sleeves shall be reamed and bushed at both ends. All conduit sleeves shall be fire-stopped.
- k. Provide a fire extinguisher at each MTR and TR.

## 2. DOOR AND HARDWARE:

- a. Door shall be 36" x 80", out-swinging.
- b. Door hinge pins shall be non-removable or installed on room interior.
- c. Locksets shall be:
  - i. High-security pin-tumbler double cylinder locks with key-operated mortise or rim-mounted dead-bolt
  - ii. Dead-bolt throw shall be one inch or longer.
  - iii. Cylinders shall have five or more pin tumblers
  - iv. Card key or sequenced button activated locks with electric strikes, are authorized on a limited basis.

## 3. HVAC:

- a. MTR shall be environmentally controlled 24/7 preferably by standalone HVAC system. Environmental equipment shall be provided with emergency power.
  - i. Temperature range: 65 – 85 degrees Fahrenheit
  - ii. Humidity range: 20 – 60 % dry-bulb Relative Humidity
  - iii. Heat load requiring dissipation: 750-10,000 BTU/H per cabinet (assume three cabinets per room).

## 4. ELECTRICAL:

- a. The MTR shall contain the main telephone ground bar; each TR shall contain a telephone ground bar. All telephone ground bars shall be a two-hole configuration that accommodates two-hole ground lugs. The telephone ground bars shall meet ANSI/TIA standards.
- b. MTR electrical distribution:
  - i. One 110/208V 200A power panel connected to emergency power, equipped with transient voltage surge suppression.
  - ii. Convenience Power: One 15A minimum 110V circuit distributed on duplex wall plugs on each wall.
  - iii. Equipment Operation Power: Three (3) emergency powered 20A 110V circuits distributed on six (6) duplex wall outlets located on walls with plywood. Outlets shall be orange in color.
  - iv. All AC electrical power shall be on dedicated branch circuits.
- c. TR electrical distribution:
  - i. One 110/208V 200A power panel connected to emergency power, equipped with transient voltage surge suppression
  - ii. Convenience Power: One 15A 110V circuit distributed on duplex wall plugs on each wall.

- iii. Equipment Operation Power: Two (2) emergency powered 20A 110V circuits distributed on four (4) duplex wall outlets located on the walls with plywood. Outlets shall be orange in color.
- iv. All AC electrical power shall be on dedicated branch circuits.
- d. Lighting requirements (MTR and TR):
  - i. Rooms shall have LED emergency lighting or lighting supplied with emergency power.
  - ii. Lighting level shall be 30 fc, measured at floor level.
  - iii. Lighting shall be on a separate circuit from the equipment or convenience power.

#### 5. CABLES AND TERMINATIONS:

- a. TR voice terminations will be made on the wall with plywood.
- b. The voice wall field will consist of 110A-type connecting blocks.
- c. TR data cables shall terminate in equipment rack-mounted patch panels that must support the applicable Category certified data rate.
- d. Horizontal cable shall be plenum or non-plenum rated depending on the application required by the applicable codes such as the National Electrical Code.
- e. The TR wall field shall incorporate a CMS (see Horizontal Pathways, below).
- f. CAT 3 voice jacks shall be ivory in color.

#### 6. EQUIPMENT RACKS:

- a. Equipment racks in a TR shall be equipped with a CMS (see Horizontal Pathways, below).
- b. Equipment racks shall be provided with clearances as prescribed in BICSI standards.

#### 7. VERTICAL BACKBONE CABLING PATHWAYS

Continuous vertical communication backbone cabling pathways between the MTR and TRs in multistory buildings shall have fire-stopped conduit sleeves as described in D.1.j above. Follow the recommendations of the “Building Automation System Cabling Standard Intelligent Building Systems Cabling Standard” for planning pathways. Should the MTR and TRs not be stacked vertically, provide 4” diameter conduit runs with no more than two 90-degree bends between pull points. Do not locate backbone cabling pathways in elevator shafts.

#### 8. HORIZONTAL PATHWAYS

Each floor of the building shall have a cable management system (CMS). The CMS may consist of cable trays, J-hooks and/or conduit. The CMS will carry voice, data, and video cable from the MTR or TR to the workstation. The CMS shall have no sharp edges. Metallic cable trays and conduits must be bonded and grounded.

#### 9. TELECOMMUNICATIONS SYSTEMS

The State of Michigan has standardized procurement on the Systimax® family of products for structured cable systems (SCS) throughout state buildings. The data portion of the Systimax® SCS will be certified to operate at the maximum bandwidth of the category classification of the cable and hardware. The voice portion will be certified to operate at EIA/TIA Category 3 levels. The cable system shall have a minimum twenty-year warranty to cover both labor and materials, provided by the equipment manufacturer and not the installing contractor. CommScope shall provide Systimax® test records to the SOM.

#### 10. HORIZONTAL CABLE SYSTEMS

The horizontal cabling system shall meet, but not be limited to, ANSI/TIA and BICSI standards. Voice cable shall be CAT 3 or above and data cable shall be CAT 5e or above. Cable shall be run within the

CMS as described in “Horizontal Pathways” above. All data cables will be certified to operate at the maximum bandwidth of the Category classification of the cable.

### XIII. SITE UTILITIES (NEW CONSTRUCTION)

- A. Lessor or Lessor’s A/E Design Professional is to contact local utility companies to determine system capacities and obtain utility service, easements, etc. Site utilities must comply with codes, regulations, and local ordinances.
- B. Locate all utility lines behind curbs and in unpaved areas if possible. Do not locate water lines under foundations, streets, drives, parking areas or other inaccessible areas.
- C. Fire hydrants are to be placed less than 300 feet from all points of the building façade, within 5 feet of fire truck access road and within 100 feet of the building Siamese connection.
- D. Locate sanitary sewer lines in unpaved areas, at least 10 feet from potable water lines.
- E. Provide manholes at all intersections, changes in pipe size and changes in gradient.
- F. Manhole spacing: pipe < 18”: 300 feet and pipe ≥ 18”: 400 feet.
- G. Provide cleanouts at service lines 5 feet from building and at all bends where manholes are not used.
- H. Provide separate storm system even if connected to a dual service main.
- I. Use a minimum 10-year storm frequency for design of parking lots. Use piped gravity flow system (no open ditches). Permeable paving is allowed; however, Lessor must maintain and clear the paving pores.
- J. Roof downspouts are to be connected to onsite storm drainage structures at all locations within 25-feet of a door. All others are to be routed to discharge a minimum of 6-feet from the building perimeter.

### XIV. EXTERIOR IMPROVEMENTS

- A. Paving Design: new paving shall be asphaltic concrete paving or Portland cement concrete in accordance with referenced portions of the 2012 Edition of the “MDOT Standard Specifications for Construction”. [MDOT 2012 & 2020 STANDARD SPECIFICATIONS FOR CONSTRUCTION](#)
- B. Existing paving shall be in a “like new” condition. Areas deemed not acceptable by the State will be repaired to be in “like new” condition. Existing paving must meet ADAAG requirements for slopes, cross-slopes, and condition; deteriorated paving, potholes, and large cracks constitute a walking hazard.

1. Asphaltic Concrete Paving shall consist of:

Minimum 6” sand-gravel sub-base:	MDOT 22A
Bond or tack coat asphalt emulsion:	MDOT SS-1h or MDOT MS-2a.
Bituminous leveling course:	MDOT Mixture 1100L
Coarse aggregate:	20A
Minimum thickness of leveling course:	3” (75mm)
Bituminous top course:	MDOT Mixture 1300T
Coarse aggregate:	20-AAA
Minimum thickness of top course:	1-1/2” (38 mm)

New bituminous pavement and existing bituminous pavement shall be prepared and sealed with a coal tar emulsion sealer. Application of sealant shall be as recommended by the manufacturer and performed upon initial delivery of the leased premises and 2 years after possession.

2. Portland Cement Concrete Paving shall consist of:

Minimum 6" sand-gravel sub-base:	MDOT22A
Reinforcement:	6" x 6" (W1.4) wire mesh
Minimum compressive strength:	4000 PSI in 28 days.
Minimum cement content:	6 bags
Minimum air-entrainment:	5%
Maximum slump:	4"
Minimum thickness:	5" depth.

3. Provide slip resistant finishes at exterior concrete surfaces subject to foot traffic.

4. Parking lot drives shall not be crowned. Provide areas for piling of snow.

C. Site Amenities

1. Parking lot lighting, landscape lighting, site amenities and site signage design are to have similar design features to compliment each other and the facility.

2. If required by the Request for Proposal (RFP), Program, or State Agency Supplementary Standards, provide 10 space bike rack permanently affixed to the pavement, no less than 25' from entry and visible from entry. Coordinate location with in-slab snowmelt or other piping.

3. If required by the Request for Proposal (RFP), Program, or State Agency Supplementary Standards, provide a flagpole(s) with simple access.

4. Provide concrete filled pipe bollards of a minimum 4" diameter, primed/painted or sleeved at exterior locations subject to damage, i.e. dumpster pads, electrical transformers, mechanical devices, gas meters, generators, water valves, etc.

5. Dumpsters shall be screened from public view, refer to Site Circulation within General Requirements for more information.

6. Provide windproof trash containers outside each outside entrance.

7. Exterior building street numbers and signs: Building numbers and letters shall be not less than 12" high with a minimum 2" stroke shall be provided and installed, identifying the address, "State of Michigan" and the name of the office or function. These signs will be visible from two directions on main thoroughfares.

8. Cigarette disposal bin(s) and "No Smoking" signs to be provided at the employee and customer entrance(s).

9. If required by the Request for Proposal (RFP), Program, or State Agency Supplementary Standards, install any specialized signs provided by the Tenant Agency.

## XV. GLOSSARY

The terms “approved”, “required” and “as directed” refer to and indicate the work or materials that may be approved, required, or directed by the Michigan Department of Management and Budget, Real Estate Division, the DMB, Office of Design and Construction or the Michigan Department of State.

The term “building code” and the term “code” refer to regulations of building code enforcement agencies having jurisdiction in compliance with Act Number 230 of the Public Acts of 1972, as amended, being M.C.L. §125.1501 et seq. (State Construction Code Act of 1972).

Construction Documents shall include a complete architectural site plan indicating boundary and/or topographic surveys, demolition, erosion plan, grading, lighting, utilities, building location, sidewalks, parking lot, drives, curbs, fences, signs, landscaping, and other site considerations. Construction Documents are to include all structural, mechanical, electrical and furniture plans and specifications.

The term “DTMB” shall refer to the Michigan Department of Technology, Management and Budget’s Design and Construction Division and Real Estate Division, which acts as agent on behalf of the Lessee/Tenant State Agency.

Lessor/Lessee: The terms Lessor and Lessee are used in a generic fashion in this document. The Lessor may also represent the Contractor or Construction Management firm that is providing a building facility to the State of Michigan. The term Lessee is used as the generic term for the State of Michigan as the end user and/or Owner. Design Professional is the generic title used in this document to describe the Professional Architect or Engineer that is designing the facility being provided.

The term “product” includes materials, systems and equipment.

The term “provide” includes furnishing and installing in a professional manner, a product complete in place, tested and approved.

The terms “shown”, “indicated”, “detailed”, “noted”, “scheduled” and terms of similar import refer to requirements contained in these specifications for the building or space being offered for lease.

The term “similar” means in its general sense and not necessarily identical.

The term “systems furnishings” means interlocking components of portable and moveable wall panels, writing surfaces, shelves, tackboards, drawers, power poles, etc. of varying sizes which are assembled to create separate work stations for each employee or each work function, that are owned by the Lessee, and are not normally attached to the Leased premises, except for electrical connection attachment. Systems furnishings shall not include floor-to-ceiling wall partitions.

## END OF OFFICE CONTRUCTION AND FITOUT DESIGN AND CONSTRUCTION STANDARDS

**ENCLOSURE "D" TO LEASE #10724-2024 BY AND BETWEEN TUSCOLA COUNTY, AS LESSOR,  
AND THE STATE OF MICHIGAN BY THE DEPARTMENT OF TECHNOLOGY, MANAGEMENT &  
BUDGET, FOR MICHIGAN STATE POLICE, AS LESSEE.  
PAGE 1 OF 1**

**SAMPLE ESTOPPEL CERTIFICATE**

Date

Lessor Name/Mailing Address

Attn: Name of Lessor

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

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

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

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

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

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

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

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

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

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

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

Sincerely,

XXXXXXXXXX  
XXXXXXXXXX  
XXXXXXXXXX

c: Department contact person  
File

**ENCLOSURE "E" TO LEASE #10724-2024 BY AND BETWEEN TUSCOLA COUNTY, AS LESSOR,  
AND THE STATE OF MICHIGAN BY THE DEPARTMENT OF TECHNOLOGY, MANAGEMENT &  
BUDGET, FOR MICHIGAN STATE POLICE, AS LESSEE.  
PAGE 1 OF 2**

**SAMPLE NONDISTURBANCE AGREEMENT**

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

THE FOLLOWING is a recital of facts underlying this Agreement:

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

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

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

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

The parties agree as follow:

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

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

**ENCLOSURE "E" TO LEASE #10724-2024 BY AND BETWEEN TUSCOLA COUNTY, AS LESSOR,  
AND THE STATE OF MICHIGAN BY THE DEPARTMENT OF TECHNOLOGY, MANAGEMENT &  
BUDGET, FOR MICHIGAN STATE POLICE, AS LESSEE.  
PAGE 2 OF 2**

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

Lessee: State of Michigan  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\*State of Michigan, County of \_\_\_\_\_.  
|  
| Acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by \_\_\_\_\_

| the \_\_\_\_\_ of \_\_\_\_\_, State of Michigan.  
\* \_\_\_\_\_, Notary Public in the County of \_\_\_\_\_,  
| Notary signature  
\* Acting in the County of \_\_\_\_\_, State of Michigan. My Commission  
expires: \_\_\_\_\_.

Lessor:  
  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

\*State of Michigan, County of \_\_\_\_\_.  
\*  
\* Acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by \_\_\_\_\_  
Name of Lessor

| the \_\_\_\_\_ of \_\_\_\_\_,  
\* \_\_\_\_\_, Notary Public in the County of \_\_\_\_\_,  
\* Notary signature  
\* Acting in the County of \_\_\_\_\_, State of Michigan.

| My Commission expires: \_\_\_\_\_.

Mortgagee: \_\_\_\_\_  
  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\*State of Michigan, County of \_\_\_\_\_.  
\*  
\* Acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by \_\_\_\_\_  
Name of Mortgagee

| the \_\_\_\_\_ of \_\_\_\_\_,  
\* \_\_\_\_\_, Notary Public in the County of \_\_\_\_\_,  
\* Notary signature  
\* Acting in the County of \_\_\_\_\_, State of Michigan.

| My Commission expires: \_\_\_\_\_.



## TUSCOLA COUNTY MOSQUITO ABATEMENT

1500 Press Drive  
Caro, Michigan 48723-9291  
989-672-3748 Phone ~ 989-672-3724 Fax  
*Larry Zapfe, Director*

To: Tuscola County Board of Commissioners and Interim Administrator Mike Miller.

From: Larry Zapfe, Director

Date: March 23, 2026

Re: Request to hire Tyler Bailey.

Respectfully, request to hire Tyler Bailey to replace a seasonal Field Technician who will not be returning for the 2026 season. Tyler would begin on March 30th at the starting pay of \$14.85 an hour pending the results of a background check and physical.

Thank you for your time and consideration.

Larry Zapfe, Director