

June 13, 2017

The regular meeting of the Otsego County Board of Commissioners was held at the County Building at 225 West Main Street, Room 100, Gaylord, Michigan. The meeting was called to order at 9:30 a.m. by Chairman Ken Borton. Invocation by Commissioner Paul Beachnau, followed by the Pledge of Allegiance led by Commissioner Rob Pallarito.

Roll Call:

Present: Julie Powers, Paul Beachnau, Paul Liss, Duane Switalski, Rob Pallarito, Ken Glasser, Doug Johnson, Ken Borton.

Excused: Bruce Brown.

Consent Agenda:

Motion by Commissioner Paul Liss, seconded by Commissioner Duane Switalski, to approve the Regular Minutes of May 23, 2017 with attachments. Ayes: Unanimous. Motion carried.

Motion to approve the Sportsplex Skate Park Agreement. Ayes: Unanimous. Motion carried. (see attached)

Motion to accept the resignation of John Burt, The Otsego County Administrator, with the last day being July 14, along with authorization for Mr. Burt to utilize leave time/personal time through the final day of employment. Ayes: Unanimous. Motion carried.

Administrator's Report:

John Burt reported he is working with C2AE to replace boilers at the Alpine Center; Groen Nature Preserve Trust Board Meeting, 25 acre transfer draft paperwork; Iron Belle trail waiting for Grant from the State; Pontrosenia Park; tennis court bids due today; Honors luncheon in July during Alpenfest.

Special Presentations:

Random Acts of Music with Judy Wagley put on next meeting.

Department Head Report:

Bill Michaels reported on the Sportsplex; \$25,000 in revenue last year, expos held 2 times a year help with the revenue; improvements in the pool use; rink still struggles; new program in the pool area, the Guppy Program ages 3-7 participate; USA swim program, can host swim meets; pickleball going well, resurfacing outside tennis court at the energy outlet for pickleball court. Karate and cheerleading use the back room; summer day camp starting Thursday June 15<sup>th</sup>; waiting for bids for the new tennis courts to break ground; skate park going great, used every day; millage dollar updates, new entryway, new Zamboni, replaced boiler, going to replace rubber flooring in walking in lobby and walking track; new vendors at the concession stand; spinning classes, 17 bikes class always full, yoga continues to grow.

City Liaison, Township and Village Representative:

Michelle Noirot, Bagley Township Supervisor, reported on the Bagley Township meeting held; ORV Ordinance complaint from a citizen regarding some roads that were on the list before but are not now.

Correspondence: None.

New Business:

Motion by Commissioner Julie Powers, seconded by Commissioner Duane Switalski, to approve the May 30, 2017 Warrant and the May 26, 2017 Special Warrant in the total amount of \$187,779.20. Ayes: Unanimous. Motion carried.

Motion by Commissioner Rob Pallarito, seconded by Commissioner Paul Liss, to approve the June 6, 2017 Warrant in the amount of \$103,852.92. Ayes: Unanimous. Motion carried.

Motion by Commissioner Duane Switalski, seconded by Commissioner Paul Liss, to approve the June 13, 2017 Warrant in the amount of \$292,274.93. Ayes: Unanimous. Motion carried.

Public Comment:

Chairman Ken Borton opened up the meeting for public comment.

Board Remarks:

Commissioner Rob Pallarito reported on NEMCOG, joint land use study meetings and public hearings held; Air show needs volunteers.

Commissioner Ken Glasser reported on NEMCOG joint land use study meetings held; toured camp grayling, can house 8,000 people.

Commissioner Paul Liss had no report.

Commissioner Paul Beachnau attended a Michigan Marijuana meeting in Grayling; Leadership class of 2017 graduated 10 students, banquet was held last week; Air show and Big Ticket festival coming up.

Commissioner Julie Powers reported on the Health Department meeting; beach monitoring program, 50 on the list; water will be tested weekly for 10 weeks and will go on for 2 years.

Commissioner Duane Switalski reported on the Health Department meeting; melanoma, Otsego County is ranked the 8<sup>th</sup> highest; Emmet County ranked number 1, Measles outbreak in Minnesota.

Commissioner Doug Johnson attended the criminal justice and public safety meeting, exotic pets are not addressed in the ordinance yet; Reported on the Parks and Recreation meeting, splash in was very successful, had over 50 planes park was completely full; full for big ticket coming up; cabins are very popular, going to name the 4 cabins, naming one Dutcher and one Burt. Library is working with Kyle for Wi-Fi at the Groen Nature Preserve property; Parks and recreation is taking over the Pontrosenia Park property.

Chairman Ken Borton attended the leadership training in Washington for 4 days; attended the Bagley Township meeting, American Waste wants to expand recycling capabilities; Kassuba road was on the plan to be upgraded, can get it fixed instead of having to tear it up and replace, cost share with Road Commission and Bagley Township.

Meeting adjourned at 10:25 a.m.

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Kenneth C. Borton, Chairman

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Susan I. DeFeyter, Otsego County Clerk

## PROPERTY LEASE AND MAINTENANCE AGREEMENT

**THIS LEASE AND MAINTENANCE AGREEMENT** is made on the \_\_\_\_ day of \_\_\_\_\_, 2017, between **Otsego County**, a Michigan municipal corporation, whose address is 225 W. Main Street, Gaylord, Michigan 49735 ("County"), the **Otsego County Sportsplex**, a Michigan non-profit Corporation, whose address is 1250 Gornick Avenue, PO Box 1886, Gaylord, Michigan 49734 ("Sportsplex") and **City of Gaylord**, a Michigan municipal corporation, whose address is, 305 E. Main Street, Gaylord, Michigan 49735 ("City").

City and Sportsplex have worked cooperatively to relocate and reconstruct City's Ramp and Skateboard Park to property owned by County and under the control of Sportsplex. City has worked with a group of young volunteers to lay a concrete pad at a mutually agreed on location; relocate and restore ramps, signage, fencing and other equipment; place new fasteners and transition plates on all equipment; and restore areas disturbed in the transition. In consideration of this work, and the rents to be paid and the covenants below, the parties agree as follows:

1. **Lease:** Sportsplex, with County's approval, hereby leases to City an area at 1250 Gornick Avenue, Gaylord, Michigan, that is currently utilized as a ramp and skateboard park ("premises" or "skate park"), together with appurtenances and improvements thereon or related thereto.

2. **Term and Rent:** The term of this lease shall be for a period of twenty (20) years and shall commence on the 1<sup>st</sup> day of June, 2017. The rental to be paid during the initial term of this lease shall be the sum of \$1.00 per year payable on the commencement date as set forth above and on a like day of each year thereafter. There shall be no security deposit. All rents shall be paid to Sportsplex at such place as may be designated by Sportsplex from time to time.

3. **Use and Occupancy:** The premises shall be used and occupied for the operation of a skate park and for no other purpose without the written consent of all parties. On any breach of this agreement Sportsplex shall have the option to terminate this lease forthwith and reenter and repossess the premises.

4. **Repairs and Maintenance:** City and Sportsplex shall equally share the cost of any repairs to skate park equipment that City and Sportsplex mutually agree should be made. City agrees to provide continued police protection and coverage to the skate park as is typical of all municipal parks within City. Sportsplex agrees that it will handle all complaints and day-to-day operations of the skate park, with a level of oversight and rule enforcement typical of Sportsplex's other facilities. Sportsplex will further provide, as its sole cost, for all general upkeep and maintenance of grounds and equipment, including but not limited to grass cutting, trash pickup and removal, landscaping, sweeping, and upkeep of pad areas.

5. **Insurance:** City, at City's expense, shall maintain public liability insurance on the premises, including bodily injury and property coverage, insuring City, Sportsplex, and County with such minimum coverages as are acceptable to all parties. City shall provide all other parties with a Certificate of Insurance showing them as additional insured.

6. **Condition of Premises:** City acknowledges that it has examined the premises prior to the making of this lease, and knows the condition thereof, and that no representations as to the condition or state of repairs thereof have been made by Sportsplex, County, or their agent, which are not herein expressed, and City hereby accepts the leased premises in their present condition at the date of the execution of this lease.

7. **Holding Over:** It is hereby agreed that if City holds over after the termination of this lease, thereafter the tenancy shall be from month to month in the absence of a written agreement to the contrary, upon the same terms and conditions of this lease agreement existing as of the date of termination of this lease.

8. **Quiet Enjoyment:** County and Sportsplex covenant that City, on payment of all rent due and performing all the covenants herein, shall and may peacefully and quietly have, hold and enjoy the demised premises for the term.

9. **Access to Premises:** Sportsplex shall have the right to enter upon the leased premises at all reasonable hours for the purpose of inspecting the same.

10. **Default:** If City shall default in any payment other than rent required to be paid by City under the terms hereof, Sportsplex may make such payment, in which event the amount thereof shall be payable as rental to Sportsplex by City on the next rent day together with interest at 12% per annum from the date of such payment, and on default in such payment Sportsplex shall have the same remedies as on default in payment of rent.

11. **Assignment and Subletting:** City shall not assign this lease or sublet any portion of the premises without prior written consent of Sportsplex and County. Any such assignment or subletting without consent shall be void and shall give Sportsplex the right to terminate this lease and reenter and repossess the premises. Such written consent shall not be unreasonably withheld.

12. **Re-entry:** In case any rent shall be due and unpaid or if default be made in any of the covenants herein contained, or if the leased premises shall be deserted or vacated, then it shall be lawful for Sportsplex, his certain attorney, heirs, representatives and assigns, to reenter into, repossess the said premises.

13. **Remedies Not Exclusive:** It is agreed that each and every of the rights, remedies and benefits provided by this lease shall be cumulative, and shall not be exclusive of any other of said rights, remedies and benefits, or of any other rights, remedies and benefits allowed by law.

14. **Indemnity:** Each party agrees to indemnify, hold harmless, represent, and defend the other parties from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, for damages to any person or property in, on or about said premises caused by the party's own negligent, willful or intentional acts, including the acts of its agents, employees, and contractors.

15. **Waiver:** One or more waivers of any covenant or condition by Sportsplex shall not be construed as a waiver of a further breach of the same covenant or condition.

16. **Notices:** Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid, to the respective party at the address stated above.

17. **Governing Law:** This lease shall be construed in accordance with the laws of the State of Michigan. Venue for all purposes shall reside exclusively within the County of Otsego, and jurisdiction shall reside exclusively within the State of Michigan.

**IN WITNESS WHEREOF,** the parties have hereunto set their hands and seals the day and year first above written.

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Witness

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**CITY:**

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