COUNTY OF OSCEOLA
BOARD OF COMMISSIONERS

BUILDING, TECHNOLOGY & ECONOMIC DEVELOPMENT/SAFETY/
HEALTH & HUMAN SERVICES COMMITTEE

AGENDA

Tuesday, November 17, 2015
301 West Upton Ave.
2nd Floor, Board of Commissioners Room
1:30 p.m.

1. Meeting Called to Order by Chairperson.

2. Additions or Deletions to the Agenda – Approval of the Agenda.


4. Board/Employee Comments.

5. Consider Approval of the Minutes of October 21, 2013.

6. Old Business.

   A. Discuss Building Inspections – Donald La Brenz II & Susan Vander Pol.
   B. Discuss Library Space at Annex Building – Susan Vander Pol.

8. Board Comments.

9. Extended Public Comments (Six Minute Limit).

10. Adjournment.

PUBLIC COMMENT

The Committee welcomes public comment. We appreciate your attendance and look forward to hearing any concerns you may have. We request that the following rules of procedure be followed: At the beginning and at the end of each Committee meeting, there is time to receive public comment from the audience. If you wish to address the Committee, we ask that you stand, give your name and present your concern. If you wish to speak while the Committee is addressing a specific issue, you are asked to make arrangements ahead of time with the Committee Chairperson. No comments or questions will be taken at any other time.

If you should require special assistance in order to attend the meeting, please notify the County Coordinator at (231) 832-6196, twenty-four (24) hours before the posted meeting time, for arrangements to be made.
COUNTY OF OSCEOLA

BOARD OF COMMISSIONERS
BUILDING, TECHNOLOGY & ECONOMIC DEVELOPMENT/SAFETY/
HEALTH & HUMAN SERVICES COMMITTEE

MINUTES

Monday, October 21, 2013

Meeting Called to Order by Chairperson Sikkema at 9:31 a.m.

Members Present: Commissioners Ron Sikkema, Roger Elkins and Tammy Stoner.
Member Absent: None.
Others: Jon-Thomas Burgess – Technology Coordinator, Karen Bluhm – County Clerk, Lori Leudeman – County Treasurer, Dan Massy – Community Developer, Tim Taylor – Electrical Inspector, Gene VanGordon – Plumbing Inspector, Sonja Reed – Building Department Office Manager and Susan Vander Pol – Osceola County Coordinator.

Additions or Deletions to the Agenda – None.

Agenda was approved as submitted.

Public Comments - None.

Employee Comments – None.

Motion by Commissioner Stoner, supported by Commissioner Elkins to approve the minutes of September 26, 2013. Motion was unanimously supported.

County Website: Dan Massy reviewed the information from the last meeting and options available to the County for website utilization. He explained Adobe functions and how E.M.S. has used it for forms. Jon-Thomas also provided information on creating and filling out documents from the website. Discussion was held on taking payments on-line for various services with different vendors. Options were discussed for using a content management company or another outside source to set up the website with the County’s ability to still maintain it and post documents.

Dan, Susan and Jon-Thomas will work on getting bids for a content/management proposal and bring information to the Board for consideration. Once the bids are back and the Board determines what changes will be done to the website, taking payments on-line will be further pursued.

Building Inspections Services: Susan presented information from Lake County on doing building permits services and acting as the code official. Lake County will also teach additional enforcement options and the necessary paperwork for a fee. Inspection services would be for two days per week, which is what the County is currently providing. Discussion was held with Sonja, Tim and Gene providing information on current services and department operations. In order to do more enforcement and handle the current work load, it is recommended the Office Manager position be returned to full-time in the Building Department. Tim also presented a proposal where he would act as the Code Official for the County, oversee staff and do plan reviews for $15,000.
Recommended by Commissioner Stoner, supported by Commissioner Elkins to pursue entering into an agreement with Lake County for Building Official and Plan Reviewing Services and return the Office Manager Position full-time back into the Building Inspections Services Department effective January 1, 2014. Recommendation was unanimously supported.

Recommended by Commissioner Elkins, supported by Commissioner Stoner to pursue application with the State of Michigan for Mechanical Permit Inspection Services for the County to do our own services. Recommendation was unanimously supported.

Discussion was held on commercial/industrial permit applications being reviewed by the Drain Commissioner. Jerry Powell commented on what types of permit applications he would need to review. The Building Department will be forwarding all of those applications to the Drain Commissioner for review. The Drain Commissioner will try and review the permits within 5 days.

Employee Comments – None.

Board Comments – Commissioner Stoner mentioned she is still pursuing having the Osceola County Drain Commissioner do the Soil and Sedimentation Services or obtaining a copy of the contract between the Conservation District and Osceola County.

Extended Public Comments (Six Minute Limit) - None.

The meeting adjourned at 12:01 p.m.

Respectfully submitted,

Susan M. Vander Pol
Osceola County Coordinator
LIBRARY LEASE AGREEMENT

THIS LEASE is made and entered into on this 13th day of January, 2014, by and between the County of Osceola, a Michigan municipal corporation, whose address is 301 West Upton Ave., Reed City, Michigan 49677 (the “Landlord” or “County”), and the City of Reed City, a Michigan municipal corporation whose address is 227 East Lincoln, Reed City, Michigan 49677, acting on behalf of the Reed City Public Library (the “Tenant”) on the following terms and conditions:

1. **Property to be Leased.** Landlord leases to Tenant, and Tenant rents from Landlord, certain space, currently occupied by the Reed City Public Library located on that section of the lower level of the County building (the “Premises”) at 410 W. Upton, Reed City, Michigan 49677 (the “Property”), Tenant shall also have use of parking areas, driveways, sidewalks and other areas on the Property associated with the Premises. All costs associated with lawn maintenance and snow removal will be the responsibility of the Landlord. Tenant has inspected the Premises and the Property and agrees to accept them in their present “as is” condition.

2. **Lease Term.** The term of this Lease (the “Term”) shall commence on January 13, 2014 and shall continue until June 9, 2016, unless terminated earlier by either party as set forth in this Lease.

3. **Commencement Date.** The commencement date for this Lease is January 13, 2014.

4. **Use of Premises.** Tenant shall use the Premises to operate a public library. The Tenant shall, at its own cost and expense, obtain all necessary licenses and permits required to conduct its business, and shall observe and comply with all present and future laws, ordinances, requirements, orders, directions, rules and regulations of the federal, state, municipal and all other governmental authorities with jurisdiction over the Property.

5. **Base Rent.**

   a. Tenant hereby agrees to pay to Landlord a monthly base rent for the Premises as follows: the annual base rent due shall be equal to 21.5% of the total utilities associated with the Property each year, which may fluctuate based on the square footage utilized by Tenant and/or the total square footage of the building. Rent shall be payable in monthly installments which shall be due 30 days after the date of invoice. Base rent for any partial month shall be prorated.

   b. Tenant shall pay all base rent on a monthly basis if these utilities are not invoiced to Tenant directly. For those utilities that are invoiced to Landlord, Landlord will submit to Tenant an invoice for such utility costs upon which Tenant shall pay such costs with
such costs being considered base rent. Landlord shall not be liable to Tenant in damages or otherwise for any failure or interruption of any such service furnished to Premises.

c. All payments of rent shall be made by Tenant at the above address, or at such other place as Landlord shall designate from time to time in writing. Any installment of rent due or accruing hereunder and any other sum, whether termed rent or otherwise, and payable hereunder by Tenant to Landlord, not paid when due, will be assessed a late payment penalty of 5% of the late payment amount, from the date when the same is due hereunder until the same shall be paid.

6. **Insurance and Indemnity.**

a. Tenant shall maintain insurance on Tenant’s leasehold improvements, and on the contents or property in or about the premises. Tenant acknowledged that it will, at a minimum, maintain said insurance at all times in an amount at least equal to the replacement cost of the insured property.

b. Tenant shall purchase and maintain insurance not less than the limits set forth below. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan and with insurance carriers acceptable to the County and have a minimum A.M. Best Company’s Insurance Reports rating of A or A-(Excellent).

i. Worker’s Compensation Insurance including Employers Liability Coverage in accordance with all applicable statutes of the State of Michigan.

ii. Commercial General Liability Insurance on an “Occurrence Basis” with limits of liability not less than $1,000,000 per occurrence and $1,000,000 annual aggregate. Coverage shall include the following:
   (1) Contractual Liability;
   (2) Products and Completed Operations;
   (3) Independent Contractors Coverage;
   (4) Broad Form General Liability Endorsement or Equivalent, if not already included; and
   (5) Deletion of all Explosion, Collapse and Underground (SCU) Exclusions, if applicable.

iii. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than $1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.
iv. Additional Insured - Commercial General Liability Insurance, as described above, shall include an endorsement stating the following shall be “Additional Insureds”. The County of Osceola, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. The Tenant’s Commercial General Liability Insurance shall be made primary to the Additional Insureds and not contributory with any other insurance or similar protection available to the Additional Insureds, whether said other available coverage be primary, contributing or excess.

v. Cancellation Notice - It is expressly understood and agreed that the Tenant shall provide the County with thirty (30) days advanced written notice of cancellation, non-renewal, reduction and/or material change in the insurance coverages required by this Agreement. Such notice shall be sent to: Osceola County Coordinator, 301 West Upton Ave., Reed City, Michigan 49677.

vi. Proof of Insurance - The Tenant, at the time the Agreement is returned by it for execution, shall provide the County with a copy of certificates of insurance for each of the insurance coverages mentioned above. If so requested, certified copies of all policies will be furnished.

vii. Continuation of Coverage - If any of the above insurance coverages expire during the term of this Agreement, the Tenant shall deliver renewal certificates and/or policies to the County not less than ten (10) days prior to the expiration date.

c. Tenant, for itself and its respective successors and assigns (including any person, firm or corporation which may become subrogated to any of its rights) waives any and all rights and claims for recovery against Landlord, and its partners, employees, agents, and assigns, or any of them, on account of any loss or damage to any of its property insured under any valid and collectible insurance policy or policies, to the extent of any recovery collectible under such insurance policies. Each insurance policy required hereunder to be carried by Tenant and insuring all or any part of the Premises or any of Tenant’s personal property, shall provide that the insurance company waives all right of recovery by way of subrogation against Landlord.

7. Tenant’s Work.

a. No alterations, improvements, additions, physical changes or other work for Tenant’s business purposes (“Tenant’s Work”) shall be performed.
b. Nothing in this Lease shall authorize Tenant to, and Tenant shall not, do any act which will in any way encumber the title of Landlord in and to the Premises, nor shall the interest or estate of Landlord in the Premises be in any way subject to any claims whatsoever by virtue of any act or omission of Tenant. Any claim to a lien upon the Premises arising from any act or omission of Tenant shall be valid only against Tenant and shall in all respects be subordinate to the title and rights of Landlord, and any person claiming through Landlord in and to the Premises. Tenant shall remove any lien or encumbrance on its interest in the Premises within 10 days after it has arisen; provided, however, that Tenant may in good faith contest any such item if it notifies Landlord in writing thereof and posts a bond or other adequate security with Landlord.

8. Repairs and Maintenance.

a. Tenant shall, at its own expense, maintain the Premises in good condition and repair during the term of this Lease, and any applicable option period thereto. Tenant agrees to keep the interior of the Premises in good repair. If Tenant fails to properly maintain or repair the Premises, Landlord may elect not to treat such failures as breach of this Lease, in which case Landlord shall cause the repairs to be done and shall charge the expense thereof against Tenant, to be paid immediately upon presentation of a statement therefore.

b. Tenant shall also, at its own expense, keep and maintain the Premises, and each component of the Premises, in a good and clean operating condition. The Parties agree that maintenance and repair of the systems of the County Building, to the extent these systems are not directly related to the use of the Premises by Tenant, shall be the responsibility of the Landlord.

11. Alterations and Additions. Tenant may not alter the Premises without Landlord’s prior written consent, which consent may be withheld at Landlord’s discretion. Landlord shall have no obligation to make any alteration or addition to the Premises during the Term. All right, title and interest to any alterations and additions to the Premises during the Term, except for trade fixtures and removable equipment, shall be the property of Landlord and shall be deemed to be a part of the Premises, and shall remain on, and be surrendered with the Premises upon the termination of this Lease, without cost or expense to Landlord.

12. Utilities. Landlord shall provide all gas, heat, light, power, water, sewer and any additional utilities to the Premises.

13. Restoration.

a. Subject to the provisions of subparagraph (b) below, if the Premises shall be rendered untenanted by fire or other casualty, Landlord shall (to the extent of
available insurance proceeds) restore them and make them tenantable as soon as possible. Except in the case of damage caused by Tenant or its agents, employees, contractors, guests or licensees, Rent shall abate during the period of untenantability in proportion to the area of the Premises rendered untenantable. All such restoration shall be completed within 180 days of settlement with Landlord’s insurance carriers or Tenant shall, as its sole remedy, be entitled to terminate this Lease.

b. If the Premises shall be so damaged by fire or other casualty that demolition or substantial reconstruction (more than 50% of their initial cost) is required, then Landlord or Tenant may terminate this Lease by notifying the Tenant of such termination within 30 days after the date of such damage. Rent shall be prorated to the date of such a termination.

c. Tenant shall immediately notify Landlord of the occurrence of a fire or other casualty and shall, at its expense, restore or replace its personal property, fixtures and tenant improvements. There shall be no abatement of Rent during any delay caused by the failure of Tenant to complete its restoration and repair work.


a. Tenant may assign this Lease or sublet all or any part of the Premises to the Reed City Area District Library at any time during the duration of this Lease. The parties approve the Assignment of Lease in substantially the form attached hereto as “Exhibit A.” Further, the parties shall execute the Assignment of Lease in substantially the form attached as “Exhibit A” provided that the Reed City Area District Library Agreement is approved by the State Librarian pursuant to the District Library Establishment Act and the Tenant is current in the payment of rent, not otherwise in default under the Lease’s terms and conditions, and the Lease is in full force and effect.

b. Tenant may not assign this Lease or sublet all or any part of the Premises at any time during the term of this to any other entity, other than the entity contemplated in subsection (a.) above, without the prior consent of Landlord, which may be withheld for any reason.

c. Landlord may assign this Lease, and, upon the assignee’s written assumption of Landlord’s obligations hereunder, Landlord shall have no further obligations to Tenant under this Lease.

d. In the event the Reed City Area District Library is established and the Assignment of Lease occurs, this Lease may be terminated by Tenant upon 30 days prior written notice.
15. **Landlord's Right to Perform: Access to Premises.** Landlord may perform any obligations of Tenant which Tenant has failed to perform. Tenant shall reimburse Landlord for all payments made and expenses incurred.

Landlord shall have the right to enter upon the Premises during reasonable business hours for the purpose of inspecting them, preventing waste, loss or destruction, enforcing any of its rights or powers under this Lease, or making such repairs or alterations as it is obligated to make under the terms of this Lease or which Landlord may elect to perform following Tenant's failure to do so. Whenever possible, Landlord shall give notice prior to entry.

If in the case of an emergency Tenant is not present to open and permit an entry into the Premises, Landlord or Landlord's agents may enter the same by master key or, if necessary to the protection of life or property, forcibly. In no event shall the obligations of Tenant hereunder be affected by any such entry.

16. **Default and Remedies.** If Tenant shall fail to make any payment of any Rent due hereunder for a period of 30 days following the date when due, or if default shall continue in the performance of any of the other covenants or conditions which Tenant is required to observe and perform under this Lease for a period of 30 days following written notice of such failure, or if Tenant shall abandon or vacate the Premises during the Term of the Lease, or if the interest of Tenant in this Lease shall be levied upon under execution or other legal process, or if any petition shall be filed by or against Tenant in a court of bankruptcy, or if Tenant shall be declared insolvent according to law, or make an assignment for the benefit of creditors, or if Tenant shall dissolve, then Landlord may, but need not, treat the occurrence of any one or more of the foregoing events as a breach of this Lease, and thereupon may, at its option, without any further notice or demand of any kind to Tenant or any other person, have any one or more of the following-described remedies in addition to all other rights and remedies provided at law or in equity:

a. Terminate this Lease, repossess the Premises in accordance with the provisions of this Lease.

b. Without waiving its right to terminate this Lease, terminate Tenant's right of possession and repossess the Premises without demand or notice of any kind to Tenant, in which case Landlord may relet all or any part of the Premises.

c. Have specific performance of Tenant's obligations.

d. Cure the default and recover the cost of curing as additional rent due on demand.

17. **Termination: Surrender of Possession.** Upon the expiration or termination of this Lease, whether by lapse of time, operation of law or pursuant to the provisions of this Lease, Tenant shall:
a. Restore the Premises to its condition at the completion of Tenant's Work, ordinary wear and tear excepted, remove all of its personal property and trade fixtures from the Property and repair any damage caused by such removal.

b. Surrender possession of the Premises to Landlord.

c. Upon the request of Landlord, at Tenant's cost and expense, remove from the exterior and interior of the Property all fixtures and signs, symbols and trademarks which are connected with or associated specifically with Tenant's business and repair any damages to the Property caused by such removal.

If Tenant shall fail or refuse to restore the Premises and the Property as hereinabove provided, Landlord may do so and recover its cost for so doing.

If Tenant fails to remove all of its personal property from the Premises and the Property as required under subparagraph (a) above, Landlord may (i) treat Tenant's failure as an offer to transfer title to the personal property from Tenant to Landlord, with title passing to Landlord as a bill of sale under this Lease or (ii) treat Tenant's failure as a permanent abandonment of the personal property. In either event, Landlord may keep, remove, store, destroy, discard or otherwise dispose of Tenant's personal property at Landlord's discretion without liability to Tenant or any other person.

18. **Quiet Enjoyment.** Landlord covenants that, upon Tenant's paying the rent and performing all of the terms, covenants and conditions Tenant is to perform hereunder, Tenant shall peaceably and quietly enjoy the Premises hereby demised, free of claims of paramount title or of any person claiming under or through Landlord, and free and clear of all exceptions, reservations or encumbrances other than those set forth herein, and those Tenant subsequently approves in writing.

19. **Holding Over.** Tenant acknowledges that its holding over beyond the time of the termination or expiration of this Lease will cause Landlord additional expense. If Tenant shall remain in possession of the Premises, or any part thereof, after the termination or expiration of this Lease, Tenant shall acquire no rights with respect to the Premises. Tenant shall, however, pay Landlord, as liquidated damages, twice the amount of Rent, both base and additional, which would have been due for a like period of occupancy during the Term hereof. The provisions of this clause shall not operate as a waiver by Landlord of any right it may otherwise enjoy.

20. **Successors and Assigns.** This Lease shall be binding upon and inure to the benefit of the parties hereto and their personal representatives, heirs, and, except as provided in Paragraph 15, their successors and assigns.
21. **Headings.** The headings contained herein are for the convenience of the parties and are not to be used in construing this Lease.

22. **Remedies Cumulative; Waiver.** All rights and remedies of Landlord hereunder are cumulative, and not exclusive, and shall be in addition to all other rights and remedies provided by applicable law. Failure to exercise or delay in exercising any right or remedy hereunder shall not operate as a waiver thereof, nor excuse future performance. No waiver, discharge or renunciation of any claim or right arising out of a breach of these terms and conditions shall be effective unless in a written document signed by the party so waiving and supported by consideration. Any waiver of any breach shall be a waiver of that breach only and not any other breach, whether prior or subsequent thereto.

23. **Applicable Law and Venue.** This Lease shall in all respects be governed by and construed in accordance with the laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the laws of any other jurisdiction to the extent not inconsistent with or pre-empted by federal law. The County and the Tenant agree that the venue for the bringing of any legal or equitable action under this Lease shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event that any action is brought under this Agreement in Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

24. **Invalid/Unenforceable Provisions.** If any clause or provision of this Lease is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void, and any such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Lease. Where the deletion of the invalid or unenforceable clause or provision would result in the illegality and/or unenforceability of this Lease, this Lease shall be considered to have terminated as of the date in which the clause or provision was rendered invalid or unenforceable.

25. **Notices.** All notices herein required shall be given in writing upon the parties at the addresses indicated on page 1 hereof. Any notice shall be deemed to have been given when personally delivered or when sent by certified mail, return receipt requested and postage prepaid. The addresses specified for notices herein may from time to time be changed by the written notice of one party to the other.

26. **Amendment.** This Lease represents the entire agreement between the parties. It may not be amended, altered or modified except by a writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

27. **Hazardous Substances.**
a. Tenant shall not cause or permit any Hazardous Substance to be used, generated, or disposed of on the Property by Tenant or its agents, employees, contractors, or invitees except in compliance with all federal, state, and local laws or regulations applicable to the Hazardous Substance. Tenant agrees that any use or storage of Hazardous Substances will be in areas where there is complete containment to prevent the release of a Hazardous Substance into the environment. If a Hazardous Substance is used, stored, generated, or disposed of on or in the Property by Tenant or its agents, employees, contractors or except as permitted above, or if the Property becomes contaminated in any manner for which Tenant is legally liable, Tenant shall indemnify and hold harmless the Landlord from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses (including, without limitation, attorneys' fees, consultant, and expert fees) arising during or after the Lease Term as a result of the contamination. This indemnification includes, without limitation, costs incurred because of any investigation of the site or any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision. Without limitation of the foregoing, if Tenant causes the presence of any Hazardous Substance on the Property that results in contamination, Tenant shall immediately notify Landlord and shall promptly, at its expense, take all necessary action to return the Property to the condition existing prior to the presence of such Hazardous Substance on the Property. Tenant shall first obtain Landlord's approval for any such remedial action.

b. As used herein, "Hazardous Substance" means any substance that is toxic, ignitable, reactive, or corrosive and that is regulated by any local government, the state of Michigan, or the United States Government. "Hazardous Substance" includes any and all material or substances that are defined as "hazardous waste," "extremely hazardous waste," or a "hazardous substance" pursuant to state, federal, or local governmental law. "Hazardous Substance" includes but is not restricted to asbestos, polychlorobiphenyls ("PCBs") and petroleum.

c. The provisions of this Section shall be in addition to any other obligations and liabilities Tenant may have to Landlord in law or equity and shall survive the termination of the Lease.

28. Complete Agreement. This Lease and any additional or supplementary documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

29. Certification of Authority to Sign Agreement. The people signing on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Lease on behalf of said parties and that this Lease has been authorized by said parties.
THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY SIGNED THIS LEASE ON THE DAY AND YEAR FIRST ABOVE WRITTEN FOR THE LIBRARY LEASE.

LANDLORD: COUNTY OF OSCEOLA

By: [Signature] 1/24/14

Chairperson
County Board of Commissioners

TENANT: CITY OF REED CITY

By: [Signature] 1/23/2014

Its: Mayor

APPROVED AS TO FORM
FOR COUNTY OF OSCEOLA
COHL, STOKER & TOSKEY, P.C.

By: Mattis D. Nordfjord

Page 10 of 10