

Memo

To: Northfield Township Board of Trustees

From: Marlene Chockley, Supervisor

RE: Bark Park Lease Amendment

Date: August 10, 2017

Trustees,

At our June 27, 2017 meeting, all funding for Parks and Recreation was eliminated. There was discussion concerning dog waste removal at the Bark Park, but that line item was still eliminated.

Our contract for the park requires removal of dog waste. If it is not done, the Whitmore Lake Schools can have it done and charge the township for it. It is important that we fulfill our contractual obligations.

I asked Tom Dekeyser for the Bark Park contract and he provided this amended version that had not yet been approved by the township. I recommend approval of the amended contract subject to attorney approval and ask for authorization to sign the amended contract.

Thank you for your consideration.

Marlene Chockley

LEASE AGREEMENT

THIS LEASE AGREEMENT (“Agreement”) is made and entered into this ____ day of May, 2013, between **WHITMORE LAKE PUBLIC SCHOOLS**, a Michigan general powers school district, whose address is 8845 Main Street, Whitmore Lake, Michigan 48189 (hereinafter referred to as “Lessor”), and **NORTHFIELD TOWNSHIP**, a Michigan municipal corporation, whose address is 8350 Main Street, Whitmore Lake, Michigan 48189 (hereinafter referred to as “Lessee”).

RECITALS

- A. Lessor is the owner of certain real property located within Whitmore Lake, Michigan, as described on Attachment A (the “Premises”).
- B. Lessee desires to lease the property from Lessor for the construction and operation of a dog park.
- C. Lessor is willing to lease the property to Lessee for such purposes, on the terms and conditions, below.

IT IS THEREFORE AGREED:

1. Lease of Premises. In consideration of the sum of One and 00/100 (\$1.00) Dollar, and other valuable consideration, Lessor hereby leases to Lessee the Premises.

2. Lease Term. This Lease shall be for a term of twenty (20) years, commencing on May ____, 2013 and continuing until May ____, 2033, except that the Lease may be terminated:

- a. By Lessor, upon written notice to Lessee, in the event that:
 - 1) Lessee fails to complete the dog park project as proposed, or Lessee uses or attempts to use the Premises for purposes other than as a dog park; or
 - 2) Lessor sells the Premises; or
 - 3) Lessor, in its sole and absolute discretion, determines that the Premises are needed for Lessor’s own use.

In the event of an early termination pursuant to subparagraphs 2.a.2 or 2.a.3, Lessee shall be entitled to recover from Lessor its capital expenditures for the dog park project (but not maintenance items) as follows:

<u>Year of Termination</u>	<u>Percentage to be Reimbursed</u>
1	100%
2	80%
3	60%
4	40%
5	20%
6-20	0%

b. By Lessee, at any time, upon written notice to Lessor, subject to Lessee's obligation to restore the Premises under paragraph 7, below.

3. Purpose. The leased Premises shall be used only for the purposes of the construction and operation of a dog park.

4. Construction and Operation. The construction and operation of the dog park, including all necessary maintenance, shall be at the sole cost and expense of Lessee. During all aspects of any work performed on the Premises, Lessee covenants and agrees that:

- a. Lessor will be permitted continued access to the property; and
- b. Lessee will carry on its work in a way that ensures no interference or disruption of Lessor's school operations.

5. Fencing of Dog Park Area and Construction of Footpath and Bridge. Lessee will, at its sole cost and expense, cause the dog park area to be fenced to separate it from the remainder of the Lessor's property. In addition, a footpath will be developed as a buffer between the fenced area and the remainder of Lessor's property. The footpath must be of a sufficient width to permit access by an emergency vehicle.

The fencing material to be used will require the reasonable approval of Lessor and shall be adequately entrenched or appropriately anchored to assure that no dog may burrow under the fence. Double gated entryways will be provided for safety and to provide a neutral zone for dogs to be leashed/unleashed. The neutral zones shall be adequate in size to contain handlers and dogs. Single, large gated openings will be installed to allow access for mowing and maintenance vehicles and a bridge will be built for such vehicles, at Lessee's sole cost and expense. The fencing shall be maintained by Lessee at its sole cost for as long as this Lease remains in effect. The Lessor is to be given keys to any locks on the gates.

6. Operation. The dog park is to be operated by Lessee in a manner that does not create a nuisance or interfere with other uses of Lessor's school site. Dog waste is to be removed and waste stations emptied on a ~~daily basis~~ weekly basis. Remediation of any nuisance by lessor shall require reimbursement. Additional invoices will be created for time and materials used by lessor to remediate.

All dogs must be leashed at all times while in the common parking area and while entering and exiting the dog park. Lessee shall be responsible for posting signs, to be approved by Lessor, reminding visitors/members of this requirement.

7. Restoration. If, as a result of any construction, maintenance, repair, or any other work performed, the Premises have been adversely affected in any manner, Lessee shall, at its sole cost and

expense, restore the Premises to a condition as good as its condition prior to such work. Such restoration shall occur not later than sixty (60) days after completion of construction, maintenance or repair, or any such work performed upon the Premises. Lessee shall also restore the Premises in similar fashion in the event it chooses not to proceed with the dog park, after having commenced construction, and also in the event that Lessee decides, at any time, not to continue to use the dog park, as well as upon Lease termination. All fencing, bridges and other structures shall be removed by Lessee upon Lease termination.

8. Indemnification. Lessee, by acceptance and execution of this Agreement, hereby agrees to indemnify and hold harmless Lessor, its employees, administrators and Board of Education, from and against any and all claims, counter-claims, suits, debts, demands, actions, judgments, liens, liabilities, damages, costs, expenses, including reasonable attorneys' fees and actual expert witness' fees, for any injury to any person(s) on or within the leased Premises, or damage to any property, including but not limited to property of the Lessor, paid or incurred by the Lessor, arising out of, resulting from or incident to, any act or omission of the Lessee, its successors, assigns, agents, guests, licensees, invitees, employees, contractors or any person(s) under oral or written contract with the Lessee relative to the leased Premises.

9. Insurance. Lessee, at its sole cost and expense, shall maintain and keep in effect during the term of this Lease, general liability insurance for the leased Premises, with a company and in a form acceptable to Lessor with the minimum limits of \$2,000,000 on account of bodily injuries to or death of one person, and minimum limits of \$2,000,000 on account of bodily injuries or death of more than one person, or such other amounts as Lessor may, from time to time, reasonably request, as a result of any one accident or occurrence; and property damage insurance with minimum limits of \$2,000,000, or such other amounts as Lessor may, from time to time, reasonably request. Such policies shall name Lessor as an additional insured and Lessee shall provide Lessor with a certificate of insurance or other written evidence of its coverage, including an endorsement which states that such insurance may not be cancelled except upon ten (10) days prior written notice to Lessor.

10. Assignment. This Lease may not be assigned by Lessee without the prior written consent of Lessor.

11. Entire Agreement. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect. Any modification of this Agreement must be in writing and must be signed by the party to be charged.

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

LESSOR:

WITNESSES:

WHITMORE LAKE PUBLIC SCHOOLS,
a Michigan general powers school district

By: _____

Its: _____

Dated: May _____, 2013

LESSEE:

WITNESSES:

NORTHFIELD TOWNSHIP,
a Michigan municipal corporation

By: _____

Its: _____

Dated: May _____, 2013

STATE OF MICHIGAN)
) ss
COUNTY OF WASHTENAW)

On this _____ day of May, 2013, before me personally appeared _____,
_____ of WHITMORE LAKE PUBLIC SCHOOLS, a Michigan general powers school
district, to me known to be the same person who executed the within instrument on behalf of WHITMORE LAKE PUBLIC
SCHOOLS and who acknowledged the same to be the free act and deed of WHITMORE LAKE PUBLIC SCHOOLS.

Notary Public, Washtenaw County, Michigan
Acting in Washtenaw County, Michigan
My commission expires:

STATE OF MICHIGAN)
) ss
COUNTY OF WASHTENAW)

On this _____ day of May, 2013, before me personally appeared _____,
_____ of NORTHFIELD TOWNSHIP, a Michigan municipal corporation, to me known
to be the same person who executed the within instrument on behalf of NORTHFIELD TOWNSHIP and who acknowledged the
same to be the free act and deed of the NORTHFIELD TOWNSHIP.

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Notary Public, Washtenaw County, Michigan
Acting in Washtenaw County, Michigan
My commission expires:

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