



Wexford County

RECREATION AND BUILDING COMMITTEE

*Julie Theobald, Chair*

**NOTICE OF MEETING**

The Recreation and Building Committee of the Wexford County Board of Commissioners will hold a regular meeting on Thursday, February 01, 2024, beginning at 4:00 p.m. in the Commissioners’ Room, third floor, Historic Courthouse, 437 E. Division St., Cadillac, Michigan.

**TENTATIVE AGENDA**

- A. CALL TO ORDER
- B. ROLL CALL
- C. ADDITIONS / DELETIONS TO THE AGENDA
- D. APPROVAL OF THE AGENDA
- E. APPROVAL OF THE DECEMBER 06, 2023 REGULAR MEETING MINUTES ..... 1
- F. PUBLIC COMMENTS  
*The Committee welcomes all public input.*
- G. AGENDA ITEMS
  - 1. Maintenance Report (*A. Kerr*)
  - 2. Civic Center Report (*M. Figliomeni*) ..... 3
  - 3. Invasive Species Lease Agreement Renewal ..... 7
- H. CORRESPONDENCE
- I. ADMINISTRATOR’S COMMENTS
- J. PUBLIC COMMENTS
- K. COMMITTEE COMMENTS
- L. CHAIR COMMENTS
- M. ADJOURN

WEXFORD COUNTY  
**RECREATION & BUILDING COMMITTEE MEETING**  
REGULAR MEETING MINUTES  
December 06, 2023

The Recreation and Building Committee regular meeting was called to order by Chair Julie Theobald at 3:00 p.m. in the Commissioners’ Room, Historic Courthouse, 437 E. Division St. Cadillac, Michigan.

Members Present: Julie Theobald, Jason Baughan, and Jason Mitchell  
Members Absent: Ben Townsend  
Also Present: Mathew Cooke, Networks Northwest; Jami Bigger, Deputy Administrator/HR Director; Megan Kujawa, Sr. Exec. Admin. Assistant; Joe Porterfield, County Administrator/Equalization Director; and Members of the Public.

**ADDITIONS OR DELETIONS TO THE AGENDA**

None.

**APPROVAL OF THE AGENDA**

**A motion was made by Comm. Baughan and supported by Comm. Mitchell to approve the agenda. A vote was called, all in favor. Motion passed, 3-0.**

**APPROVAL OF THE MINUTES**

**A motion was made by Comm. Mitchell and supported by Comm. Baughan to approve the November 02, 2023 Regular Meeting Minutes. A vote was called, all in favor. Motion passed, 3-0.**

**PUBLIC COMMENTS**

Nikki Schultz from the Alliance for Economic Success introduced herself to the committee.  
Kathy Morin from the Cadillac Visitor’s Bureau introduced herself to the committee.

**AGENDA ITEMS**

***G.1. Maintenance Report***

Mr. Adam Kerr, Maintenance Director, was unable to attend. A report was provided at the meeting. The report was reviewed.

***G.2. Civic Center Report***

Mr. Mike Figliomeni, Boon Sports Management, was unable to attend. A report was not provided.

*\*Comm. Townsend arrived at 3:08 p.m.*

***G.3. Recreation Plan Discussion***

Mr. Cooke from Networks Northwest was present. Mr. Cooke stated the following:

- A Public Comment Period for the Recreation Plan was held November 03 through December 04.
- A Public Notice for the Public Hearing at the Board of Commissioners meeting was listed in the newspaper.
- A summary was provided and grammar changes were made.
- Added pickle ball courts at the Wex; they would be outdoor courts.
- Chair Theobald asked that the Octagon building be removed.

**A motion was made by Comm. Baughan and supported by Comm. Mitchell that the Wexford County Parks and Recreation Plan has been drafted and was released for the public comment period from November 03, 2023 to December 04, 2023 and forward a recommendation to the full board to approve the Wexford County Parks and Recreation Plan with edits following the December 06, 2023 Public Hearing. A vote was called, all in favor. Motion passed, 4-0.**

#### ***G.4. Pinnacle Park Discussion***

Chair Theobald asked the Administrators what we can do with the park.

County Administrator Mr. Porterfield stated the following:

- It was DNR land given to the County and then the County gave it to MSUE to use but MSUE has no use for it and gave it back.
- The County can't sell it.
- Mr. Porterfield will reach out to the Road Commission about getting crushed asphalt delivered to harden the surface of the entrance.
- It has been discussed about it being a possible staging area for ORVs/ATVs/Snowmobiles.

#### **CORRESPONDENCE**

None.

#### **ADMINISTRATOR'S COMMENTS**

Mr. Porterfield stated that Ms. Morin has been working on a grant for a few years for ORV/ATV access points to trails and Pinnacle Park would be a great location for it.

Mr. Porterfield informed the committee that the transformer for the fairgrounds is roughly going to cost \$38,000 to replace. It was turned into the County's insurance company but the insurance company will be reaching out to Veterans Serving Veterans on possible repayment.

Mr. Porterfield and Ms. Bigger met with Fair Board members, the American Legion, Cadillac Area Chamber of Commerce, Cadillac Leadership Group, and MSUE about receiving funding from the Cadillac Leadership Group to update a building on the fairgrounds to be expanded, wiring for electric, heating/cooling, and put a handicap accessible bathroom. The Cadillac Leadership Group is set to vote on the awarding of the funds later this week.

#### **PUBLIC COMMENTS**

None.

#### **COMMITTEE COMMENTS**

None.

#### **CHAIR COMMENTS**

Chair Theobald thanked everyone for their hard work.

#### **ADJOURN**

**A motion was made by Comm. Mitchell and supported by Comm. Baughan to adjourn the meeting at 4:28 p.m. A vote was called, all in favor. Motion passed, 4-0.**

Wexford County Civic Center  
Profit & Loss  
November 2023

	<u>Nov 23</u>
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
4001 · Wexford County Payment	4,167.00
4002 · Adult Hockey Under 40	3,000.00
4003 · Adult Hockey Over 40	3,000.00
4005 · Drop-In Hockey/Drop-In Stick	15.00
4010 · Learn to Skate	2,500.00
4011 · Open Skating	1,004.00
4016 · Private Ice Rental	1,457.49
4017 · Contracted Ice Rental	14,659.00
4020 · Tournament	1,800.00
4056 · Birthday Party Revenue	1,050.00
4064 · Sponsorship Revenue	1,500.00
4551 · Auditorium Rental	4,140.00
4800 · Concession Revenue	6,644.93
4900 · Pro-Shop Revenue	467.59
4901 · Skate Sharpening/Repai	598.34
<b>Total Income</b>	<u>46,003.35</u>
<b>Cost of Goods Sold</b>	
5000 · Cost of Goods Sold	3,255.08
<b>Total COGS</b>	<u>3,255.08</u>
<b>Gross Profit</b>	42,748.27
<b>Expense</b>	
6000 · Payroll	14,569.18
6001 · Employer Fica Expense	714.52
6002 · FUTA	50.24
6003 · SUTA	46.88
6120 · Bank Service Charges	87.00
6180 · Insurance	1,154.59
6270 · Professional Fees	2,834.00
6340 · Telephone	224.98
6390 · Utilities	12,357.44
6560 · Payroll Expenses	100.00
6700 · Supplies	7,784.78
<b>Total Expense</b>	<u>39,923.61</u>
<b>Net Ordinary Income</b>	2,824.66
<b>Other Income/Expense</b>	
<b>Other Expense</b>	
7100 · Sponsorship of Youth	1,950.00
<b>Total Other Expense</b>	<u>1,950.00</u>
<b>Net Other Income</b>	<u>-1,950.00</u>
<b>Net Income</b>	<u><u>874.66</u></u>

**Wexford County Civic Center**  
**Profit & Loss**  
 May through November 2023

	May - Nov 23
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
4000 · General Admission	8,581.91
4001 · Wexford County Payment	29,167.00
4002 · Adult Hockey Under 40	5,000.00
4003 · Adult Hockey Over 40	5,350.00
4005 · Drop-In Hockey/Drop-In Stick	59.77
4010 · Learn to Skate	2,500.00
4011 · Open Skating	1,684.00
4016 · Private Ice Rental	1,303.11
4017 · Contracted Ice Rental	25,935.66
4020 · Tournament	7,800.00
4054 · Advertising Revenue	300.00
4056 · Birthday Party Revenue	3,923.45
4064 · Sponsorship Revenue	13,650.00
4551 · Auditorium Rental	22,337.00
4800 · Concession Revenue	14,528.64
4900 · Pro-Shop Revenue	526.49
4901 · Skate Sharpening/Repai	1,214.26
<b>Total Income</b>	143,861.29
<b>Cost of Goods Sold</b>	
5000 · Cost of Goods Sold	15,561.52
<b>Total COGS</b>	15,561.52
<b>Gross Profit</b>	128,299.77
<b>Expense</b>	
6000 · Payroll	64,614.32
6001 · Employer Fica Expense	4,492.24
6002 · FUTA	110.75
6003 · SUTA	103.38
6115 · Business Licenses and Permits	114.00
6120 · Bank Service Charges	525.22
6180 · Insurance	9,972.13
6270 · Professional Fees	3,384.00
6300 · Repairs	5,021.00
6340 · Telephone	2,581.53
6390 · Utilities	47,692.05
6560 · Payroll Expenses	700.00
6700 · Supplies	13,743.06
<b>Total Expense</b>	153,053.68
<b>Net Ordinary Income</b>	-24,753.91
<b>Other Income/Expense</b>	
<b>Other Income</b>	
7030 · Other Income	25,000.00
<b>Total Other Income</b>	25,000.00
<b>Other Expense</b>	
7100 · Sponsorship of Youth	2,997.35
<b>Total Other Expense</b>	2,997.35
<b>Net Other Income</b>	22,002.65
<b>Net Income</b>	-2,751.26

8:21 PM

01/25/24

Accrual Basis

## Wexford County Civic Center

### Profit & Loss

December 2023

	<u>Dec 23</u>
Ordinary Income/Expense	
Income	
4000 · General Admission	10,528.80
4001 · Wexford County Payment	4,166.00
4002 · Adult Hockey Under 40	3,000.00
4003 · Adult Hockey Over 40	3,000.00
4017 · Contracted Ice Rental	15,000.00
4058 · Arcade Vending Revenue	168.00
4064 · Sponsorship Revenue	8,028.00
4551 · Auditorium Rental	550.00
4800 · Concession Revenue	1,641.96
4900 · Pro-Shop Revenue	2,088.50
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Total Income	48,171.26
Cost of Goods Sold	
5000 · Cost of Goods Sold	542.91
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Total COGS	542.91
Gross Profit	47,628.35
Expense	
6000 · Payroll	18,683.61
6001 · Employer Fica Expense	1,282.29
6002 · FUTA	26.95
6003 · SUTA	35.70
6120 · Bank Service Charges	388.51
6180 · Insurance	554.59
6270 · Professional Fees	7,886.00
6340 · Telephone	428.66
6390 · Utilities	13,080.56
6560 · Payroll Expenses	100.00
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Total Expense	42,466.87
Net Ordinary Income	5,161.48
Net Income	<hr/> <hr/> <b>5,161.48</b>

**Wexford County Civic Center**  
**Profit & Loss**  
 May through December 2023

	May - Dec 23
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
4000 · General Admission	19,110.71
4001 · Wexford County Payment	33,333.00
4002 · Adult Hockey Under 40	8,000.00
4003 · Adult Hockey Over 40	8,350.00
4005 · Drop-In Hockey/Drop-In Stick	59.77
4010 · Learn to Skate	2,500.00
4011 · Open Skating	1,684.00
4016 · Private Ice Rental	1,303.11
4017 · Contracted Ice Rental	40,935.66
4020 · Tournament	7,800.00
4054 · Advertising Revenue	300.00
4056 · Birthday Party Revenue	3,923.45
4058 · Arcade Vending Revenue	168.00
4064 · Sponsorship Revenue	21,678.00
4551 · Auditorium Rental	22,887.00
4800 · Concession Revenue	16,170.60
4900 · Pro-Shop Revenue	2,614.99
4901 · Skate Sharpening/Repai	1,214.26
<b>Total Income</b>	192,032.55
<b>Cost of Goods Sold</b>	
5000 · Cost of Goods Sold	16,104.43
<b>Total COGS</b>	16,104.43
<b>Gross Profit</b>	175,928.12
<b>Expense</b>	
6000 · Payroll	83,297.93
6001 · Employer Fica Expense	5,774.53
6002 · FUTA	137.70
6003 · SUTA	139.08
6115 · Business Licenses and Permits	114.00
6120 · Bank Service Charges	913.73
6180 · Insurance	10,526.72
6270 · Professional Fees	11,270.00
6300 · Repairs	5,021.00
6340 · Telephone	3,010.19
6390 · Utilities	60,772.61
6560 · Payroll Expenses	800.00
6700 · Supplies	13,743.06
<b>Total Expense</b>	195,520.55
<b>Net Ordinary Income</b>	-19,592.43
<b>Other Income/Expense</b>	
<b>Other Income</b>	
7030 · Other Income	25,000.00
<b>Total Other Income</b>	25,000.00
<b>Other Expense</b>	
7100 · Sponsorship of Youth	2,997.35
<b>Total Other Expense</b>	2,997.35
<b>Net Other Income</b>	22,002.65
<b>Net Income</b>	2,410.22

LEASE

This lease (Lease) is entered into on February 7<sup>th</sup>, 2024, between Wexford County, whose address is 437 E. Division, Cadillac, MI 49601 (Lessor), and Mason-Lake Conservation District, whose address is 655 N. Scottville Road, Scottville, MI 49454 (Lessee), on the following terms and conditions.

1. **Premises.** Lessor leases to Lessee approximately 897 square feet of office and storage space at 401 N. Lake Street, Cadillac, Michigan 49601 (the Premises) as shown on the attached sketch (Attachment A). The Lessee by entry into this Lease acknowledges that it has inspected the leased premises and takes the leased premises AS IS. It is expressly understood and agreed that the rights granted the Lessee under this Lease apply to the leased premises alone and do not extend to other parts of the Lessor's property of which the leased premises are a part.
2. **Term.** The term of this Lease shall be one (1) year, commencing February 7, 2024 (the Commencement Date).
3. **Rent.**
  - a) **Base rent.** Lessee shall pay Lessor a base annual rent amount of \$6.36 per square foot or \$5,704.92, to be paid in one lump sum previous to the date of possession.
  - b) **Utilities.** Lessor shall be responsible for the payment of electricity, natural gas, water/sewer, outside trash receptacle, snow removal, and lawn care. Lessee shall be responsible for the payment of all other services for the Premises, including cable/internet and telephones.
4. **Possession.** Lessee will take possession of the Premises on February 7<sup>th</sup>, 2024.
5. **Security deposit.** No security deposit will be paid.
6. **Option to renew.** Lessee shall have an option to renew this Lease on the expiration of the initial term of the Lease for an additional one (1) year term by giving written notice of renewal to Lessor not less than 60 days before the Lease term expires.
7. **Parking.** Lessee shall be entitled to the rented use of one parking space per 200 square feet of rented gross floor space. Parking spaces shall be designated by the Lessor.
8. **Use.** The Premises is to be used and occupied for the purpose of North Country Cooperative Invasive Species Management Area (CISMA) office and storage space and no other purpose without the prior written consent of Lessor. No activity shall be conducted on the Premises that does not comply with local laws, ordinances, and regulations. The Lessor covenants that if the Lessee shall pay the rent and perform the terms of this Lease as required of the Lessee, the Lessee shall, during the term of this Lease, have free, peaceful and quiet occupancy and enjoyment of the full possession of the Leased Premises without molestation or hindrance, and if at any time during the term hereof the right of the Lessor to lease the premises shall fail, the



Lessee, in addition to its other remedies at law, shall have the option to terminate this Lease without any liability whatsoever except rent accrued to the date of termination.

9. **Repairs, Maintenance, and Expenses.** Lessor shall pay all costs and expenses incurred in maintaining the exterior of the Building that houses the Premises, and maintaining the furnaces, air conditioning units, and hot water heater that service the Premises. Lessor shall be responsible for the maintenance of the parking lot on the Premises. The maintenance, custodial concerns, and repair of the Premise's interior space shall be the responsibility of Lessee.
10. **Surrender of Premises.** Lessee shall surrender the Premises to Lessor at the expiration of this Lease broom clean and in the same condition as at the Possession Date, excepting normal wear and tear.
11. **Entry and inspection.** Lessee shall permit Lessor or Lessor's agents to enter on the Premises at reasonable times and on reasonable notice for the purpose of inspection and repair of the Premises, shall permit Lessor at any time within 90 days before the expiration of the Lease (assuming Lessee does not opt to renew) to place on the Premises standard "for lease" signs, and permit persons desiring to lease the Premises to inspect the Premises during that period.
12. **Alterations.** Lessee shall not make any other alterations to the Premises without the prior written consent of Lessor.
13. **Assignment and subletting.** Lessee may not sublease any portion of the premises, without Lessor's prior written approval, which may be withheld at Lessor's sole discretion.
14. **Trade fixtures.** All trade fixtures and moveable equipment installed by Lessee in connection with the business conducted by it on the Premises shall remain the property of Lessee and shall be removed by it at the expiration of this Lease. Lessee shall repair any damage caused by such removal and restore the Premises to their original condition.
15. **Insurance.** The Lessee shall procure and maintain during the life of this Lease, general liability insurance on an occurrence basis with liability of not less than one million dollars (\$1,000,000) per occurrence or aggregate combined single limit, personal injury, and bodily injury, and not less than one hundred thousand dollars (\$100,000) property damage coverage. Lessor shall be an additional insured in such policies and Lessee shall furnish Lessor with a Certificate of Insurance with reference to same.

The Lessor shall maintain liability insurance for public liability, personal injury, bodily injury and property damage to which the Lessee and the Lessee's elected and appointed officers/officials, employees and agents are added as Blanket Additional Insureds in the sum of not less than \$1,000,000.00 for a single occurrence and \$100,000.00 minimum property damage insurance. The Lessor shall provide the Lessee with a certificate of insurance evidencing its possession of such insurance. Upon failure to do so, or lapse of such insurance, the Lessee may,

at its option, obtain such insurance and the costs will be deducted from the rent due under the terms of this Lease.

It is expressly understood and agreed that the insurances to which the parties to this Lease are added as Additional Insureds shall be primary to the Additional Insureds and not contributing with any other insurance or similar protection available to the Additional Insureds, whether said other available coverage be primary, contributing or excess.

16. **Lessee's liability.** All of Lessee's personal property, including trade fixtures located on the Premises, shall be kept at Lessee's sole risk. Lessor shall not be responsible or liable to Lessee for any loss of business that may occur for any reason whatsoever, except as may result from and be directly caused by the gross negligence or recklessness of Lessor. Lessee is responsible for its own insurance to cover its own contents located in the Premises, and all of the personal property and equipment located in the Premises.
  - a) All liability to third parties, loss or damage as a result of claims, demands, costs, or judgments arising out of the Lessee's activities on or its use of the leased premises or in Lessee's performance of its responsibilities under this Lease shall be the responsibility of the Lessee, and not the responsibility of the Lessor, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the Lessee, anyone directly or indirectly employed by or a contractor, volunteer or agent of the Lessee, provided that nothing herein shall be construed as a waiver of immunity that has been provided to the Lessee or its officers and employees by statute or court decisions.
  - b) All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of Lessor's performance of its responsibilities under this Lease shall be the responsibility of Lessor and not the responsibility of the Lessee if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of any Lessor elected or appointed officer, employee or agent, provided that nothing herein shall be construed as a waiver of any immunity by Lessor or its officers and employees as provided by statute or court decisions.
17. **Furniture, Fixtures or Appliances in Premises.** Any furniture, fixtures or appliances, and the like, belonging to and installed by Lessor in the Premises prior to or during the period of this Lease are to be and remain the property of Lessor, subject to the conditions of this Lease.
18. **Security.** The Lessee shall be responsible for the security of the Premises.
19. **Real Estate Taxes.** The Lessor stipulates that as a unit of local government, the Lessor has tax exempt status. The Lessor shall not pay any taxes to which its exempt status extends. The Lessor shall, however, be responsible for any taxes on the Premises or activities from which it is not exempt.

20. **Fire or Other Casualty.** The Lessor shall maintain adequate property insurance coverage on the Leased Premises. Lessee must give Lessor written notice of fire or other casualty at the Premises. In addition to the written notice, Lessee must immediately and with all diligence attempt to contact Lessor by all means available, including telephone, text message and email, to inform Lessor of the casualty.

In the event of a total destruction of the Leased Premises by fire or otherwise, this Lease shall terminate and the Lessee shall be liable for rent only up to the time of such destruction. If the Premises are partially damaged or destroyed by fire or other casualty, either party may terminate this Lease by giving written notice to the other party. The notice of termination must be given within 30 calendar days after the occurrence of the casualty. If the notice of termination is not given within that period, this termination option will lapse and no longer be effective. If notice is given by Lessor within this 30 calendar day period, Lessee must surrender the Premises to Lessor within 15 calendar days of the notice. After the surrender, each party is released from any further obligations under this Lease, with the following exception: all Annual Base Rent accruing through the surrender date must be paid in full. Lessee has no obligation to pay any Base Annual Rent accruing after the surrender date. If neither party exercises this option within the designated period, Lessor must diligently proceed to repair and restore the Premises to their condition before the casualty.

21. **Condemnation.** If the Premises or any part of them are taken for any public or quasi-public purpose pursuant to any power of eminent domain, or by private sale in lieu of eminent domain, this Lease shall terminate at the option of either Lessor or Lessee, effective as of the date on which the Lessor received notice of such condemnation. All damages for the condemnation of the Premises or Building that is awarded for the taking shall be payable to and be the sole property of Lessor. Notwithstanding the foregoing, if the whole or part of the Premises shall be condemned by eminent domain, the Lessee shall have the right, to the extent permitted by law, to interpose and prosecute a claim against the condemning authority for the value of the Lessee's alterations, fixtures and improvements taken by the condemning authority, together with the Lessee's costs of installation thereof.

22. **Notices.** Any notice required under this Lease shall be in writing and sent by registered or certified mail, return receipt requested, to the addresses of the parties set forth in this Lease or to another address that a party substitutes by written notice; and notice shall be effective as of the date of first attempted delivery.

23. **Holding Over.** If Lessee does not vacate the Premises at the end of the term specified in this Lease, such holding over shall constitute a month-to-month tenancy at 115 percent of the then existing rental rate.

24. **Nondiscrimination.** The parties, as required by law, shall not discriminate against a person to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions

or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, gender identity, sexual orientation, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. The parties shall adhere to all applicable Federal, State, and local laws, ordinances, rules, regulations, and policies prohibiting discrimination, including, but not limited to, the following:

- a) The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
- b) The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- c) Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat 355, and regulations promulgated thereunder.
- d) The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 327 (42 USC § 12101 et seq), as amended, and regulations promulgated thereunder.

Breach of this section shall be regarded as a material breach of this Agreement. In the event the parties are found not to be in compliance with this section, the non-breaching party may terminate this Agreement effective as of the date of delivery of written notification to the breaching party.

25. **Termination for Breach.** In the event either of the parties to this Lease remain in breach of any of the provisions contained herein fourteen (14) days after receipt of notice of such breach by the other party, the party providing such notice may terminate this Lease upon sixty (60) days notice to the other party. If the breach is cured during such sixty (60) days period, this Lease shall not terminate. If the breach is not cured during such sixty (60) day period, this Lease shall terminate upon the completion of such period, the Lessee shall vacate the Premises, and the Lessor shall re-enter and repossess the same. In the event the breach is such as to constitute a serious hazard to the safety of the Premises and/or the Lessee's employees or members of the public receiving services therein, this Lease may be terminated upon seven (7) days notice to the breaching party unless the breaching party cures the hazard within such seven (7) day period. Any termination of this Lease as set forth in this section shall relieve the Lessee of responsibility to pay any monthly rentals beyond the effective date of termination. This section is not applicable to nonpayment of rent by the Lessee, and the Lessor retains all of its legal rights in regard thereto.
26. **Applicable Law and Venue.** This Lease shall be subject to and construed in accordance with the laws of the State of Michigan. The Lessor and Lessee 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 Lease in federal court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

- 27. **Entire agreement.** This Lease contains the entire agreement of the parties regarding its subject matter, and this Lease may not be amended or modified except by a written instrument executed by the parties to this Lease.
- 28. **Waiver.** The failure of Lessor to enforce any covenant or condition of this Lease shall not be deemed a waiver of its right to enforce each and every covenant and condition of this Lease. No provision of this Lease shall be deemed to have been waived unless the waiver is in writing.
- 29. **Binding effect.** This Lease shall be binding on and inure to the benefit of the parties to this Lease and their respective successors and permitted assigns.
- 30. **Effective date.** This Lease shall be effective as of the date first stated above.
- 31. **Authority to Execute.** The parties agree that the signatories appearing below have the authority and are duly authorized to execute this Lease on behalf of the party to the Lease.
- 32. **Complete Lease.** This Lease contains all the terms and conditions agreed upon by the parties hereto. No other agreements, oral or otherwise, regarding the subject matter of this Lease or any part thereof shall have any validity or bind any of the parties hereto.

**LESSOR**  
Wexford County Board of Commissioners

**LESSEE**  
Mason-Lake Conservation District

\_\_\_\_\_  
By: Gary Taylor  
Its: Chairman

\_\_\_\_\_  
By: Danielle McGarry  
Its: Executive Director

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_