

RAY TOWNSHIP BOARD OF TRUSTEES
SPECIAL MEETING MINUTES
MONDAY, DECEMBER 20, 2021 AT 11:01 A.M.
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Location: Ray Township Hall
64255 Wolcott, Ray, MI 48096

Present: Joe Jarzyna, Supervisor
Lori Lascoe, Clerk
Betsy Bart, Treasurer
Betty Grader, Trustee
Doug Stier, Trustee

Absent: None.

1. CALL TO ORDER, PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES & ROLL CALL.
Supervisor Jarzyna called the meeting to order at 11:01 a.m. The Pledge of Allegiance was recited. Clerk Lascoe called roll; Jarzyna, Lascoe, Bart, Grader and Stier were present.

2. APPROVAL OF AGENDA –
**MOTION by Lascoe supported by Bart to approve agenda as presented.
MOTION carried.**

3. PUBLIC COMMENTS: - For Agenda Items
Supervisor Jarzyna asked if anyone would like to speak to come to the podium and state their name and address.

There was no public comments.

4. UNFINISHED BUSINESS

a. Lease Agreement for library building

Supervisor Jarzyna stated Bob Seibert, Township Attorney prepared the lease agreement, and he forwarded a copy to each Board member individually.

Grader stated she likes the lease agreement that was provided from the Township Attorney since it is easy to read. Further questioned who would sign the lease agreement on behalf of the library.

Stier stated he assumed the President of the Library Board would sign on their behalf. He stated the Library Board does not agree with the administration fee of \$2400.00.

Lascoe asked if the Board agrees with the \$1.00 yearly lease payment. She stated she feels the Board has been supportive to the Library Board. She stated the rear portion of the library building had mold growing on it due to it not getting enough air due to the trees. The Township paid to have the trees cut down and the building painted.

Jarzyna stated it was about \$9,000.00 for the painting, tree removal and for the gravel installed around the building for drainage.

Grader stated the Township wants the library. Further stated the residents supported two millages for the library.

Stier suggested charging the library \$100.00 per month for the lease payment and setting a fee for the snowplowing and salt.

Discussion was held on the cost provided from Greshams for snowplowing.

Lascoe stated she provided the Board with a copy of the maintenance employee's time for snow plowing from 2020-21, which shows three times for double time due to a holidays and three times with over-time for plowing the library when the Township is closed. She stated the parking lot is snowplowed an hour before the library opens. Further stated it is not done when the Fire Department is done.

Discussion was held on charging \$1200.00 for the yearly rent and include snow plowing and salt.

Bart stated the residents supported the library millage and she feels the Township should not carry the cost for the library. She stated the library millage is 2/3rd of the Township's millage.

Jarzyna stated the snowplowing is not just for the employee time, it would include the employer payroll taxes costs for double time plus insurance costs, the Township equipment and salt.

Grader stated she was glad to have the meeting with the Library Board.

MOTION by Lascoe supported by Bart to approve the Lease Agreement as provided to include to set the rent at \$1200.00 per year including snowplowing and salt and for the maintenance employee and the Township equipment needed to perform the duties including payroll taxes, fuel, insurance and maintenance of the equipment.

LEASE AGREEMENT

This Lease Agreement is made this ____ day of _____ 2022, by and between the Township of Ray, a Michigan municipal corporation ("Landlord") whose address is 64255 Wolcott Rd., Ray, MI 48096 and the Ray Township Public Library ("Tenant") whose address is 64255 Wolcott Rd., Ray, MI 48096.

WITNESSETH:

WHEREAS, Landlord is the fee titleholder of certain real property ("Property") located in the Township of Ray, the common address of which is 64255 Wolcott Rd., Ray, MI 48096; and

WHEREAS, Tenant is a public library created pursuant to and in accordance with Act 164, Public Acts of 1877, as amended; and

WHEREAS, Tenant desires to lease a portion of the Property currently occupied by a library building and a portion of the adjoining parking lot ("Leased Premises"); and

WHEREAS, Landlord agrees to lease the Leased Premises to Tenant pursuant to and in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, Landlord and Tenant agree as follows:

1. **TERM.** The term of this Lease Agreement shall be for a period of one (1) year commencing _____, 202__ . The term of the Agreement shall automatically renew for one (1) year on each anniversary date of the effective date of this Agreement unless either party provides a written notice of non-renewal six (6) months prior to the annual renewal date.
2. **RENT.** Tenant shall pay Landlord rent in the amount of One Thousand Two Hundred (\$1,200.00) dollars per year, including snow plowing and salt and for maintenance employee and the Township equipment needed to perform the duty including all payroll taxes, fuel, insurance and maintenance of the equipment. Rent shall be payable on the date of execution of this Agreement and on or before the date of each annual renewal.
3. **POSSESSION.** During the period of this Lease Agreement, Tenant shall have the exclusive control and possession of the areas of the Leased Premises and may utilize the Leased Premises for the limited purpose of conducting library operation. Tenant shall, upon termination of this Lease Agreement, return the Leased Premises to its original condition subject to ordinary wear and tear.

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4. **IDEMNIFICATION.** Tenant agrees to defend, indemnify and hold harmless Landlord, its officers, directors, employees and agents from any and all liability, loss, claims, demands, suits, costs, fees and expenses, including actual and reasonable attorneys' fees and expert witness fees, by whomever brought or alleged arising out of or resulting from (1) Tenant's breach of this Lease Agreement or (2) Tenant's use of the Leased Premises.
5. **MAINTENANCE AND REPAIR OF LEASED PREMISES.** Tenant will, at its sole cost and expense, maintain the Leased Premises in good repair including, but not limited to, the heating, ventilation, air conditioning, mechanical, plumbing and electrical systems servicing the Leased Premises.
6. **UTILITIES.** Tenant shall provide for and pay all utilities attributable to Tenant's use of the Leased Premises.
7. **ALTERATIONS.** With the exceptions of required maintenance and repair by Tenant, Tenant shall not make any alterations to the Leased Premises without first obtaining written approval from Landlord. All alterations approved by Landlord shall be made at Tenant's sole cost and expense. Approved alterations shall be performed by a contractor(s) approved by Landlord. Tenant shall obtain and cause Tenant's contractors and subcontractors to obtain worker's compensation, general liability, personal and property damage insurance as required by Landlord.
8. **ACCESS TO LEASED PREMISES.** Landlord shall have the right to enter upon the Leased Premises at all reasonable business hours for the purpose of inspecting the Premises, preventing waste, loss or destruction, enforcing any of its rights or powers under this Lease Agreement, or making such maintenance or repairs which Landlord may elect to perform following Tenant's failure to do so.
9. **NOTICES.** Any notice or communication which Landlord or Tenant may provide to the other shall be given in writing and sent to the receiving party at the address listed in the introductory paragraph to this Lease Agreement or to such other address as the receiving party may provide to the sending party at any time during the term hereof.
10. **ASSIGNMENT BY TENANT.** Tenant may not assign any of its rights and/or obligations under this Lease without Landlord's express written consent.
11. **ENTIRE AGREEMENT AND CONTROLLING LAW.** This Agreement shall constitute the entire agreement of the parties hereto. All prior agreements between the parties, whether written or oral, are merged herein and shall be of no force or effect. This Lease Agreement cannot be changed, modified or discharged except by an agreement in writing signed by the party against whom enforcement of the change, modification or discharge is sought. This Lease Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

IN WITNESS WHEREOF, Landlord and Tenant have signed and sealed this Lease Agreement on the day and date first above written.

Witness:

Landlord:

Joseph Jarzyna, Supervisor
Township of Ray

STATE OF MICHIGAN)

COUNTY OF)

On this ____ day of _____, 2022, before me, a Notary Public in and for said County, personally appeared Joseph Jarzyna, to me personally known, who, being by me duly sworn, did sign the Lease Agreement.

_____, Notary Public
_____ County, Michigan
My Commission Expires: _____
Acting in _____ County

Witness:

Tenant:

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MOTION by Lascoe supported by Jarzyna for employees to begin self-monitoring each morning for covid-19 with answering the survey and taking their temperature and for visitors behind the Plexiglass for an appointment.

MOTION carried.

MOTION by Grader supported by Stier for the Supervisor to contact the Township Attorney for a Covid-19 Preparedness and Response Plan.

MOTION carried.

5. PUBLIC COMMENTS: None.

6. ADJOURNMENT

MOTION by Lascoe supported by Grader to adjourn the meeting at 11:48 a.m.

MOTION carried.

Joe Jarzyna, Supervisor

Lori R. Lascoe, MiPMC
Clerk & Recording Secretary

Date