



*Parks and Recreation enhances community and quality of life through people, parks, and programs.  
Senior Center Network makes longer lives, better lives.*

**Grand Traverse County Parks and Recreation Commission  
Special Meeting: North End of Civic Center Park Conceptual Planning  
Thursday, April 18, 2019, 5 p.m.  
Training Room, Second Floor, Governmental Center  
400 Boardman Avenue, Traverse City, Michigan 49684  
AGENDA**

General Meeting Policies: Please turn off all cell phones or switch them to silent mode. Any person may make a videotape, audiotape, or other recording of this meeting. Standing equipment, cords, or portable microphones must be located to not block audience's view. If you require auxiliary assistance, please call 231-922-4780 or TDD 231-922-4412.

- A. Pledge of Allegiance**
- B. Call to Order**
- C. Roll Call**
- D. First Public Comment**

Any person shall be permitted to address the Parks and Recreation Commission, which is required to be open to the public under the provision of the Michigan Open Meetings Act, as amended (MCLA 15.261, *et. seq.*). Public comment shall be carried out in accordance with the following Board Rules and Procedures:

- 1. Any person wishing to address the Commission shall state his or her name and address.
- 2. No person shall be allowed to speak more than once on the same matter, excluding Commissioners' questions. The Chairperson shall control the amount of time each person shall be allowed to speak, which shall not exceed three (3) minutes. The Chairperson may, at his or her discretion, extend the amount of time any person is allowed to speak.

- E. Approval of/Additions to Agenda**
- F. Special Orders of Business/Presentations**

- 1. North End of Civic Center Park Conceptual Planning (Presentation by Nathan Elkins, ASLA, Studio Director, Influence Design Forum)

- G. Review and Approval of Minutes**

- 1. Draft Minutes from April 11, 2019 Parks and Recreation Commission Meeting (Action Item)..... 2

- H. New Business**

- 1. Boardman River Trail Earthwork Project Request for Proposals (Action Item; Steve Largent, Conservation Team Coordinator; Information Sheet Attached) ..... 6

- I. Old Business**

- 1. Draft, Proposed Parks and Recreation-Centre I.C.E. Agreement for Use of Howe Arena (Action Item; Director; Information Sheet Attached) ..... 9

- J. Second Public Comment** (Please refer to Item C. on agenda for rules.)

- K. Notices and Commissioner Comments**

- L. Adjournment**



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**Grand Traverse County Parks and Recreation Commission Meeting  
Thursday, April 11, 2019, 5 p.m.  
Commission Chambers, Second Floor, Governmental Center  
400 Boardman Avenue, Traverse City, Michigan 49684  
MINUTES**

**A. Pledge of Allegiance**

**B. Call to Order**

Meeting was called to order at 5 p.m.

**C. Roll Call**

Commissioners Present: David Grams, Rob Hentschel, Rod Kivell, Steve Largent, William Mouser, John Roth, Whitney Waara,\* Rodetta Harrand

Commissioners Excused: Shirley Zerafa

Others Present: Kristine Erickson, Director, Ryan Walsh, Office Manager, Lori Wells, Senior Center Network Manager, Katelynn Brown, Office Coordinator, Ariel Scheppe, Office Specialist, Grand Traverse County Parks and Recreation; Shelly Evans, Long Lake Senior Director; Rebecca Venticinque, Tri Again Fitness; Angela Stricker, Brandy Gallagher, Traverse City Roller Derby; Chris Bott, TC Tritons Rowing Coach; Jalen Provo, county resident.

*\*Arrived late to meeting.*

**D. First Public Comment**

There was no public comment.

**E. Approval of/Additions to Agenda**

MOTION by Roth, second by Hentschel, to approve the agenda, as presented. Motion carried.

**F. Special Orders of Business/Presentations**

1. Check Presentation: Long Lake Township

Lori Wells introduced Shelly Evans, and Evan spoke regarding the partnership between the County's Senior Center Network and Long Lake Township.

**G. Consent Calendar**

***Receive and File***

1. Approved Minutes from March 5, 2019 Business Development Team Meeting
2. Parks and Recreation-Senior Center Network Budget Report
3. Grand Traverse Conservation District's Monthly Report
4. Parks and Recreation-Senior Center Network Department Report
5. Signed Agreement for Use of Twin Lakes Facilities: Parks and Recreation and GT Rugby Club
6. March 21, 2019 Rosa Thank-you Letter to Senior Center Network
7. Central Y Membership Statistics
8. April 1, 2019 Letter of Support for Norte's Application for a PeopleForBikes Community Grant

9. E-mail Correspondence with Mike Dively Regarding Donation to Easling Pool
10. March 15, 2019 Letter of Support for Watershed Center Grand Traverse Bay's Application for Consumers Energy Foundation Planet Award for Bridge Project at NER

#### **Approvals**

1. Draft Minutes from March 14, 2019 Parks and Recreation Commission Meeting  
MOTION by Roth, second by Largent, to Receive and File the Consent Calendar, with the exception of Items 5 and 9. Motion carried.

#### **H. Items Removed from Consent Calendar**

1. Item 5. Signed Agreement for Use of Twin Lakes Facilities: Parks and Recreation and GT Rugby Club  
Commissioner Roth spoke regarding some typographical errors in the agreement. Director will contact GT Rugby and make corrections.  
MOTION by Roth, second by Grams, to receive and file Item 5. of the Consent Calendar. Motion carried.
2. Item 9. E-mail Correspondence with Mike Dively Regarding Donation to Easling Pool  
Resident Jalen Provo spoke regarding the donation to Easling Pool and stated he wished to recognize Mike Dively's generosity over the years.  
MOTION by Roth, second by Mouser, receive and file Item 9. of the Consent Calendar. Motion carried.

#### **I. Reports**

1. Parks and Recreation-Senior Center Report  
Director and Senior Center Manager provided verbal updates to their written reports.
2. Committee and Representative Reports

#### **K. New Business**

1. City-County Day Camp Agreement  
MOTION by Largent, second by Roth, to authorize Director to prepare, have legal counsel review, and sign agreement with City Parks and Recreation for use of Howe Arena and Gilbert Lodge, as needed, for the City-County Day Camp summer programs in 2019 at a rate of \$80 per day; in 2020 at a rate of \$86 per day; and in 2021 at a rate of \$92 per day. Motion carried.
2. Proposal: TRI Again Fitness' Use of Former Probate Court Building  
Rebecca Venticinque spoke regarding the TRI Again Fitness proposal to rent space in the old probate building at the Civic Center.  
MOTION by Hentschel, second by Roth, to approve the preparation of a two-year agreement (subject to review by civil counsel) with Tri Again Fitness for use of one 23-by-40-foot room at 1125 Civic Center Drive from September 2019 through May 2020, and from September 2020 through May 2021, at a rental rate of \$288 per month, plus a one-time payment of \$1,000 for improvements to the space. Motion carried.
3. Proposal: TC Roller Derby In-kind Request for Reduced Rental Rate of Howe Arena  
MOTION Hentschel, second by Largent, to authorize Director to finalize and have the President sign a three-year agreement with Traverse City Roller Derby for use of Howe Arena at Civic Center Park in 2019, 2020, and 2021, with the total cost of rental each year to be reduced by \$3,500 for in-kind advertising provided by Traverse City Roller Derby. Motion carried.
4. Proposal: Kiwanis Flag Project at Medalie and Civic Center Parks  
MOTION by Roth, second by Waara, to authorize Director to prepare, submit for review by legal counsel, and have President sign a three-year agreement with Kiwanis Club of Traverse City for use of a section of parkland at north end of Civic Center Park, as approved by Parks and Recreation and Facilities Management directors, and for use of a section of parkland along south end of Medalie Park, as approved by Parks and Recreation and Facilities Management directors, to place flags according to a schedule to be submitted to and approved by Parks Director on January 1 of each year and for Kiwanis Club of Traverse City to promote Grand Traverse County Parks and Recreation-Senior Center Network as a sponsor in return. Motion carried.
5. Name-the-Landing at Natural Education Reserve Contest  
Commissioner Largent and Commissioner Mouser spoke regarding the Natural Education Reserve contest.

MOTION by Kivell, second by Hentschel, to authorize the Natural Education Reserve Advisory Committee and the Conservation District to gather input and suggestions from the public to name the new landing at the former Boardman Pond Trailhead and, following that process, to consider a name recommended by the Advisory Committee. Motion carried.

6. Howe Arena Bleachers: Vendor Recommendation

MOTION by Roth, second by Waara, to approve Interkal as the vendor to supply new bleachers for Howe Arena at Civic Center Park, and to authorize expenditure of up to \$100,000 from the Parks and Recreation budget to pay for them.

Roll Call Vote

Yeas: Grams, Hentschel, Kivell, Largent, Mouser, Roth, Waara, Harrand (8)

Nays: (0)

Absent: Zerafa (1)

Motion passed, 8 to 0.

**J. Old Business**

1. TC Tritons' 2019 Season Update and Requests

Coach Chris Bott spoke regarding the TC Tritons and requested permission to install shed, address flooding concerns in fenced in area, and approval for leaving their dock in at Medalie Park.

MOTION by Hentschel, second by Roth, to approve materials, colors, construction, and placement of new shed inside Tritons' vessel enclosure at Medalie Park, with proof of an approved plan by and appropriate building permit(s) from Garfield Township and any other entity, as required.

Roll Call Vote

Yeas: Grams, Hentschel, Kivell, Largent, Mouser, Roth, Waara, Harrand (8)

Nays: (0)

Absent: Zerafa (1)

Motion passed, 8 to 0.

MOTION by Kivell, second by Hentschel, to approve mitigating floodwaters inside Tritons' vessel enclosure at Medalie Park with either a boardwalk, which would require proof of an approved plan by and appropriate building permit(s) from Garfield Township, or fill to raise the grade, with a plan to be approved by Facilities Management and Parks and Recreation directors and the Michigan Department of Environmental Quality (DEQ), and with appropriate permits from DEQ and any other entity, as required.

Roll Call Vote

Yeas: Grams, Hentschel, Kivell, Largent, Mouser, Roth, Waara, Harrand (8)

Nays: (0)

Absent: Zerafa (1)

Motion passed, 8 to 0.

MOTION by Waara, second by Roth, to approve amending the Tritons agreement with removing language related to the duration in which the dock is installed throughout the year at Medalie Park during the term of use agreement with Parks and Recreation.

Roll Call Vote

Yeas: Grams, Hentschel, Kivell, Largent, Mouser, Roth, Waara, Harrand (8)

Nays: (0)

Absent: Zerafa (1)

Motion passed, 8 to 0.

2. Wayfinding Signage Process

MOTION by Grams, second by Largent, to authorize Director to follow county purchasing policy and work with appropriate vendor to develop signage to meet immediate needs of Medalie Park and Civic Center Park and in doing so, work toward developing graphic standards to be applied to a future wayfinding program for county parks and park facilities.

Roll Call Vote

Yeas: Grams, Hentschel, Kivell, Largent, Mouser, Roth, Waara, Harrand (8)

Nays: (0)

Absent: Zerafa (1)

Motion passed, 8 to 0.

MOTION Grams, second by Waara, to authorize Director to follow county purchasing policy and explore options for developing a wayfinding program to improve county park and park facility identification and manage flow of traffic within them, and to present a draft wayfinding program plan to the Parks and Recreation Commission by December 2019.

Roll Call Vote

Yeas: Grams, Hentschel, Kivell, Largent, Mouser, Roth, Waara, Harrand (8)

Nays: (0)

Absent: Zerafa (1)

Motion passed, 8 to 0

3. Amphitheater Project Contractor Recommendation for Installation of Ramps, Stairways, Handrails

The Director gave an update on the contractor recommendations.

MOTION by Roth, second by Kivell, to approve TC Concrete as contractor for installation of ADA ramps, stairways, and handrails, as part of the Civic Center amphitheater refurbishment project, and to authorize the expenditure of \$79,500 for such work.

Roll Call Vote

Yeas: Grams, Hentschel, Kivell, Largent, Mouser, Roth, Waara, Harrand (8)

Nays: (0)

Absent: Zerafa (1)

Abstention: Hentschel (1)

Motion passed, 8 to 0

4. Rotary Charities Grant Application: Recommendation to County Board of Commissioners for Resolution of Support

MOTION Waara, second by Largent, to recommend that the County Board of Commissioners pass a resolution in support of Parks and Recreation's application for a \$10,000 Rotary Charities Seed Grant to help fund a "Grand Traverse County Parks and Recreation Collaboration Study," to help Parks and Recreation become more self-sustaining through new and expanded collaborations and partnerships. Motion carried.

**L. Second Public Comment**

There was no public comment.

**M. Notices and Commissioner Comments**

Commissioner Grams spoke regarding ongoing issues with trash and litter at the Civic Center.

TC Roller Derby representatives Stricker and Gallagher offered to help pick up litter and empty trash receptacles at the Civic Center.

Commissioner Kivell provided an update about the April Business Development Team meeting.

Commissioner Mouser provided an update about the Road Commission.

Commissioner Hentschel provided an update about the Board of Commissioners.

Commissioner Waara suggested that emergency telephones be installed around the walking track at the Civic Center, and suggested there be more recycling receptacles at the Civic Center.

Director reminded about the upcoming open Civic Center partner open house at the Norte Wheelhouse on April 14.

**N. Adjournment**

Meeting was adjourned at 6:37 p.m.

## Information Sheet

### H. New Business

1. Boardman River Trail Earthwork Project Request for Proposals (Action Item; Steve Largent, Conservation Team Coordinator)

**History:** With the help of project partners, TART Trails is leading an effort to continue constructing the Boardman River Trail, which will provide a natural surface for hikers, runners, and mountain bikers to connect to numerous public points/places of interest via the Boardman River Trail, North Country Trail, VASA Pathway, and TART Trail back to Traverse City. A major improvement that will make it possible for trail users to travel the 46-mile loop is a 15-foot-wide trail bed to be located between the new Cass Road Bridge and the existing dam-removal haul road (a gravel service road) at the Natural Education Reserve. The new trail bed would provide access to trails to the south.

TART Trails has prepared a request for proposals (RFP – attached), and is requesting permission from the Parks and Recreation Commission to issue it as soon as possible so that construction may take place in July or August.

The Parks and Recreation Commission previously approved continued construction of the Boardman River Trail, and this project has been permitted by Michigan Department of Environmental Quality.

**RECOMMENDED MOTION:** Motion to authorize TART Trails to issue request for proposals from contractors for excavation of a new trail bed to connect the Boardman River Trail from the Cass Road bridge to the service road at the Natural Education Reserve.

**NOTICE FOR BIDS**  
**TRAVERSE AREA RECREATION AND TRANSPORTATION TRAILS, INC**  
**PATH EARTHWORK AND TREE REMOVAL**  
**GARFIELD TOWNSHIP, MI**

The Traverse Area Recreation and Transportation Trails, Inc. (TART) in partnership with the Grand Traverse Conservation District (GTCD) and Grand Traverse County Parks & Recreation, will be accepting bids for a 2019 Boardman River Trail grading and tree removal project. **Bids will be accepted until 12:00 P.M. local time on Friday, May 3 2019 by Chris Kushman, Planning and Management Director, TART Trails Inc.** Bids can be submitted in person to TART offices at 148 E. Front Street, Suite 201, Traverse City, Michigan 49684 or by e-mail to ckushman@traversetrails.org.

**Work Scope:**

The scope of construction work consists generally of the following lump sum work scope items for the creation of a 15' wide trailbed located between the new Cass Road bridge and the existing dam removal haul road in Garfield Township, Grand Traverse County, MI:

- The work scope items are as specified in the attached plan view and summarized below:
  - Installation of soil erosion control and sedimentation measures
  - 1,200 SFT of tree clearing
  - Removal of 500 CYD of materials to obtain trail design grades
  - Distribute removed materials west/north of trail and haul road intersection
  - Grade 560 lineal feet of trail from beneath the Cass Road bridge to the existing haul road.

**Schedule:**

As Project Manager, TART will notify the selected contractor and issue a signed contract no later than **May 17, 2019**. A pre-construction meeting will be required prior to construction activity. Optimal timing of work would be between July 15 and August 1, 2019.

**Permits:**

The Owner, Grand Traverse County has an approved MDEQ permit (MDEQ # WRP013228 v.1) for the subject work. TART Trails will secure a Grand Traverse County Soil Erosion and Sedimentation Control Permit. Site access will be via the existing dam removal haul road (immediately west of new Cass Road bridge). Any additional permitting shall be secured by the contractor.

**Bid Form:**

Contractor shall submit a bid proposal and contract agreement specifying a lump sum cost for each of the work scope items listed above.

**Insurance Requirements:**

Indemnity. Contractor shall defend, indemnify and hold harmless TART, GTCD, Grand Traverse County and their officers and employees, from and against any and all claims, liabilities, losses, damages, actual attorney's fees and settlement expenses for injury or death of any person and damage or loss of any property allegedly or actually resulting or arising out of any act, omission, or negligence of Contractor or its employees, agents or subcontractors, in connection with performing this Agreement. This indemnification agreement shall not be limited by reason of any insurance coverage.

Insurance. Contractor shall purchase and maintain general comprehensive liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence and shall waive subrogation against TART, GTCD, and Grand Traverse County. Contractor shall maintain automobile liability insurance for each of Contractor's vehicles utilized to provide services pursuant to this Agreement and provide a certificate of insurance to TART for both automobile and general comprehensive liability upon execution of this Agreement.





## Information Sheet

### I. Old Business

1. Draft, Proposed Parks and Recreation-Centre I.C.E. Agreement for Use of Howe Arena (Action Item; Director)

**History:** Involved Citizen's Enterprises, or I.C.E., is a non-profit volunteer community organization committed to providing affordable and accessible ice skating programs for Grand Traverse area residents. I.C.E. is the umbrella organization (similar to a sports booster program) for the major arena user groups who offer skating lessons and activities. I.C.E. was formed in the summer of 1982 after the privately owned Glacier Dome ice rink closed, leaving local skaters with no available facilities within at least a 100-mile radius. In collaboration with Grand Traverse County, I.C.E. and its volunteer user groups tried to maintain public skating, hockey, and figure skating programs in temporary facilities until a permanent facility could be developed. In 1982, I.C.E. borrowed \$40,000 from the County and in spring 1983, the "Bubble Rink" opened at the Civic Center. In 1987, the bubble rink was destroyed by a major windstorm, and a second, used bubble rink was purchased. From 1987 to 1988, I.C.E. raised \$300,000 for a new arena from user assessments, fundraising events, and grants. I.C.E. also committed to fund half of the \$1.2 million Howe Arena. In September 1989, Howe Arena opened. In 1993, I.C.E. requested consideration of a second rink to be placed at the Civic Center. In 1994, M.C. Smith studied the regional recreational needs projected through 2010, citing the need for additional ice facilities. In 1995, the rink at Howe Arena was operating from 15 to 18 hours daily to meet the needs of users. Grand Traverse County approved a master plan for the Civic Center, including a new rink and rink funding. Later that year, a request for bond financing by I.C.E. for a new arena was defeated in a public referendum, which dictated no future building at Civic Center.

In place for 15 years, Centre I.C.E.'s current agreement for use of Howe Arena ends on August 31, 2019. During the past several months, Parks and Recreation Director and County Administration have been negotiating new terms with Centre I.C.E. for its use of Howe Arena,. Attached is a draft, updated agreement for the Parks and Recreation Commission's consideration.

**NOTE:** In January 2019, the Mahogany Foundation donated \$75,000 to be used for the purchase and installation of new bleachers in Howe Arena. In April 2019, Centre I.C.E. committed to immediately "pre-pay" three years (2020, 2021, and 2022) of rent (\$8,000 per year x 3 years = \$24,000), plus an additional \$1,000 for "maintenance", to provide the balance of \$25,000 needed to purchase new bleachers.

**RECOMMENDED MOTION:** Motion to authorize Director to, pending review by civil counsel, finalize and execute a new agreement between Parks and Recreation and Centre I.C.E. for use of Howe Arena at Civic Center Park from 2019 through 2030.

**AGREEMENT: Grand Traverse County Parks and Recreation Commission and  
Centre I.C.E. for Use of Howe Arena at Civic Center Park**

The parties, Grand Traverse County Parks and Recreation Commission (hereinafter referred to as "GTCPR" or "Lessor"), located at 1213 W. Civic Center Drive, Traverse City, Michigan 49686 (Lessor), and Centre I.C.E. (Involved Citizens Enterprises, Inc., hereinafter referred to as "I.C.E." or Lessee), a 501(c)(3) entity located at 1600 Chartwell Drive, Suite A, Traverse City, Michigan 49686, agree, as follows, regarding the premises, described below:

Premises: Howe Arena at the Grand Traverse County Civic Center, 1213 W. Civic Center Drive, Traverse City, Michigan 49686.

1. Agreement of Premises. Lessor agrees to lease to Lessee the Premises described above, subject to the terms and conditions below.

2. Rent. For exclusive use of the Premises to provide ice skating programs for Grand Traverse area residents by managing, administering, and operating an indoor ice skating facility. Rent in the amount of \$8,000 per year is due on March 1 each year (unless otherwise approved in writing by Parks and Recreation Director), payable to Grand Traverse County Parks and Recreation (or GTCPR), delivered to address under Item 25 of this Agreement. All payments shall be made at the Grand Traverse County Treasurer's Office at 400 Boardman Avenue, Traverse City, Michigan 49684, and shall be received by Grand Traverse County Facilities Management, unless otherwise agreed upon by County Administration, Parks and Recreation, and Facilities Management. Lessee may pre-pay up to three years of rent at a time, in one lump sum, to Lessor. Beginning in March 2023, rent shall increase each year by two (2) percent:

2023: \$8,160  
2024: \$8,323  
2025: \$8,490  
2026: \$8,659  
2027: \$8,833  
2028: \$9,009  
2029: \$9,189

3. Utilities. All utilities (gas, electricity, and water) shall be the responsibility of and paid for by Lessee, unless otherwise agreed upon between Lessor and Lessee, for use of Howe Arena during the period of each year when I.C.E. is in possession of premises. Facilities Management will monitor use of utilities, and may, at any time, adjust the following percentages of utility use that I.C.E. is required to pay:

Natural gas: Thirty (30) percent  
Water and sewer: Forty (40) percent  
Electricity: Sixty (60) percent  
Trash removal: Fifty (50) percent  
Snow removal: Forty (40) percent

4. Maintenance Fund. A one-time payment of \$1,000 shall be paid to Grand Traverse County Parks and Recreation upon execution of this agreement.

5. Term. The term of this agreement shall begin on the date when signed by both parties, and continue through March 15, 2030, inclusive, and Lessee and Lessor shall have the option to renew the agreement for at least two (2) more terms, provided Lessee is not in substantial default of this Agreement. Ninety (90) days

prior to the first day of the subsequent year, Lessee shall provide to the Director of Parks and Recreation Lessee's notice of intent to renew. Renewal may occur every five years through 2040, as agreed to by both parties. The yearly skating season shall run from the first full week in September through the first full week in March. I.C.E. shall have occupancy of Howe Arena from up to ten (10) days prior to the beginning of skating season to install dasher boards and prepare the ice. I.C.E. shall occupy Howe Arena until four (4) days following the close of skating season to melt the ice, remove and store dasher boards, and dry and clean the arena floor.

6. Lessor's Duties. In addition to any other duties described in this Agreement, Lessor shall:

- A. maintain those areas of the Premises assigned to the County in good repair
- B. obtain approval from Lessee for any signage to be placed by Parks and Recreation in Howe Arena
- C. schedule the maintenance and arrange for repairs of the ice refrigeration system
- D. set up and tearing down the bleachers and ADA accessible ramps
- E. maintain and repair the premises, including painting, maintaining windows, doors, plumbing, electrical systems, heating systems, air conditioning systems, exterior and interior lighting, roof, celinings, wall supports, floors, foundation, water and sewer systems, parking areas, exterior walkways, landscaping, and grounds
- F. provide exclusive use by I.C.E. of Locker Rooms B and D in Howe Arena, year-round during the term of this lease (for storage during off-season)

7. Lessee's Duties. Lessee agrees to:

- A. maintain Premises (arena, locker rooms, officials' room, bleachers, players' benches, etc.) tenable, safe, sanitary, and in compliance with all state and local housing, building, and health requirements; including removal of trash from trash bins in and around Premises within 24 hours following each program and event; trash shall be placed in County's dumpsters, located outside at Civic Center Park
- B. conduct operations in a safe, consistent manner, with standards appropriate for a public facility
- C. provide a minimum of ten (10) hours per week of public skating at the facility, to be conducted during reasonable hours of the day on a regularly scheduled basis
- D. make or arrange to have all required inspections and certifications, if any
- E. maintain utilities in good operating condition, reporting immediately any problems/issues with equipment; and properly use and operate all utilities
- F. maintain and repair the ice surface, ice maintenance equipment, and all other property owned by I.C.E. and located on the premises, including but not necessarily limited to the dasher board system and the Zamboni
- G. install the dasher boards, secure safety netting; remove dasher boards and safety netting
- H. store dasher boards in designated locker rooms at the end of each season
- I. purchase cleaning supplies, including all paper products, garbage bags, and miscellaneous cleaning agents and provide accurate emergency information for each product on a Material Safety Data Sheet (MSDS) in a folder to be placed in storage room, a space to be agreed on between Lessor and Lessee
- J. never access Boiler Room off of arena for any reason
- K. be responsible for one hundred (100) percent of maintenance and repair costs of entire direct ice refrigeration system, including but not limited to compressors, controls, pipes, tubings, cabinets, electrical, ventilation and charging systems, etc.
- L. provide cleaning equipment and repair own equipment
- M. that Lessee's employees, agents, contractors, volunteers, and directors will not willfully or wantonly destroy, deface, damage, impair, alter, or remove any part of the structure, facilities or equipment
- N. not cause or allow unnecessary noise especially during the quiet times under any local noise control ordinance
- O. manage all parking during I.C.E.'s events and programs

- P. at least twice annually, convene volunteers from I.C.E. organization to help clean Civic Center Park, to be scheduled with Parks and Recreation and supervised by Facilities Management
- Q. that all of Lessee's employees, agents, contractors, volunteers, and directors will read and comply with Park Rules (attached as Appendix \_\_\_)
- R. to immediately contact the City Police when suspicious activity is seen or has occurred on property, and share an incident report with Parks and Recreation
- S. that County shall have the right to enter upon the Facility for the purpose of inspecting the same, preventing waste, loss, or destruction; removing obstructions; making such repairs or alterations as it is obligated to make; and to enforce any of its rights or powers under the terms of this Agreement;
- T. procure prior to every program and event signatures of each participant on the appropriate "Accident Waiver and Release of Liability" form (example for Adult and Child attached as Appendix \_\_\_) to be approved by the Parks Department
- U. procure prior to any volunteer effort to prepare Premises signatures of each participant on an "Accident Waiver and Release of Liability form (example attached as Appendix \_\_\_) to be placed on file with the Parks Department
- V. in March of each year that this agreement is in effect, as scheduled by Parks and Recreation Director, Lessee will provide the Parks and Recreation Commission with a report of the number and list of programs offered that year; number of participants served that year; level of satisfaction of those participants and/or their parents; overall budget for year
- W. arrange for staff, volunteers, and coaches to undergo a criminal background check, with satisfactory results of that background check shared with the Parks and Recreation Director; if results of background check found to be unsatisfactory by Director, then Lessor may immediately terminate this Agreement; Parks Department reserves right to request annual background check throughout the life of this agreement
- X. in its advertising and on all printed materials, Lessee will cobrand with Grand Traverse County Parks and Recreation, using logos provided by Parks and Recreation Department
- Y. acknowledge that Parks and Recreation does not have the resources to clean and put away tables and chairs following Centre I.C.E. events in the Civic Center lobby (such as hockey breakfasts and booster meetings), and will pay \$25 per instance when Parks and Recreation must put items away for I.C.E.
- Z. each year shall develop/update and submit to the Parks and Recreation Commission a regularly scheduled maintenance and operation plan for review and approval by the Parks and Recreation Commission

8. Fixtures and Equipment. Lessee shall have the right to install and remove fixtures and equipment Lessee determines necessary for its approved use of the Premises (such as bleachers and signage), with Director's approval.

9. Improvements. All plans for improvements (such as painting locker rooms) must be submitted for approval by Grand Traverse County Parks and Recreation.

10. Advertising. During the term of this lease, I.C.E. may sell advertising to be placed in the arena on removable banners which may be hung inside premises and to be placed on I.C.E.'s property inside the arena. I.C.E. shall pay to Parks and Recreation a fee of fifteen (15) percent for all advertising displayed in the arena. Advertising may remain year-round, as permitted by the Parks and Recreation Director.

11. Occupancy and Subletting. Lessee may not sublet the Premises to other parties.

12. Permitted Use(s) and Scheduling. Lessee shall provide a schedule of hours and events/programming to the Parks Department by September 1 of each year prior to next season throughout the term of this agreement.

13. Inspection of Premises. Each year, prior to the start of the Lessee's defined season, Lessor and Lessee shall walk through the leased property, and note any maintenance needs, then address those needs per the terms of this agreement.

14. Force Majeure. The parties are not liable for failure to perform any obligation owed under this agreement if that failure is a result of an Act of God (e.g. fire, flood, other natural disaster), war, government sanction, labor dispute, utility failure or similar circumstance. If the Premises shall be rendered unusable by fire or other casualty, the Parks Department shall, as quickly as possible, refund a prorated amount of rent commensurate with number of days Premises is unusable.

15. Liability and Insurance. Lessee shall maintain, at his or her own expense, liability insurance of at least \$1,000,000. Lessee must provide the Parks Department a certificate of insurance with this signed Agreement. The certificate of insurance shall contain the following language:

*It is understood and agreed that the following shall be Additional Insureds: Grand Traverse County, including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and their board members, employees, and volunteers. It is understood and agreed by naming Grand Traverse County as additional insured, coverage afforded is considered to be PRIMARY and any other insurance Grand Traverse County may have in effect shall be considered secondary and/or excess.*

16. Termination of Agreement. Lessee or Lessor may terminate this agreement at any time upon giving ninety (90) days' notice to the other party in writing, to be delivered to the address identified in the notices section of this agreement. Lessor may terminate if Lessee is in substantial breach of this Agreement and fails to cure or take substantial steps to cure the breach within thirty (30) days of receiving written notice of the breach.

17. Dispute Resolution. If there is any question or dispute between the parties regarding the terms and conditions of this agreement or the application of those terms and conditions Lessee shall be represented by its Executive Director and two members of its board and the Parks Department shall be represented by its Director and two parks commissioners. Failure to engage in discussions under this section shall itself be deemed a breach of this agreement. Both parties shall use best efforts to reach agreement in order to accomplish the objective of this agreement.

18. Assignment. Neither party shall assign any right nor interest in this agreement without the express, written consent of the Parks Department except as otherwise provided in this agreement.

19. Destruction of Premises. If the Premises shall be rendered unusable by fire or other casualty, the Parks Department shall make the Premises usable as speedily as possible and the fees charged to Customer shall be suspended for each day the Premises are unusable.

20. Default. This agreement is granted on the condition that if an event of default shall occur and then a default occurs, this agreement may be terminated. An event of default shall occur if there has been: (1) a failure by Lessee to pay, when due, any amount to be paid to the Parks Department; (2) a failure by either party to obtain any policy of insurance or to pay any insurance premiums required by the terms of this agreement; or (3) a failure by either party to comply with any other obligations or provisions of this agreement. Following an event of default, either party may send notice to the other in the event of default. The notice shall provide the breaching party thirty days to cure the default. If the event of default is not cured during the notice period, then upon the expiration of that period of thirty days a default shall exist. Causing default with the express purpose of terminating this agreement shall not deny the other party of any remedies available by civil or criminal law.

21. Remedies. If a default as defined above occurs, then the non-breaching party shall at its election, upon or concurrent with the giving of notice, have the right to terminate this agreement immediately and enforce remedies available pursuant to Michigan law.

22. Notices. All notices under this agreement shall be in writing and be sent by certified mail addressed to the persons at the addresses indicated below or at such other address as either party shall designate in writing. A change in address may be affected by a certified letter sent by either party to the other. Unless the Parks Department gives notice to the contrary, all payments to the Parks Department under the terms of this agreement shall be made to the Parks Department at the address for the Parks Department set forth above.

**Notices to Parks Department**

Kristine Erickson, Director  
Grand Traverse County Parks and Recreation  
1213 W. Civic Center Drive  
Traverse City, Michigan 49686

**Notices to Lessee**

Terry Marchand, Executive Director  
Centre I.C.E. Arena  
1600 Chartwell Drive, Suite A  
Traverse City, Michigan 49686

23. Amendment. No modification, alteration, or amendment to this agreement shall be binding unless in writing and signed by both parties to the agreement.

24. Other Laws and Regulations. Lessee shall comply with all laws and regulations, municipal, state and federal, now in force or which may become effective during the term of this agreement.

25. Illegal Substances Not Allowed on Premises. No illegal controlled substance of any sort is permitted upon the Premises or park property at any time.

26. Whole Agreement. This agreement constitutes the entire agreement between the parties and shall be deemed to supersede and cancel any other agreement between the parties relating to the transactions contemplated in this agreement. None of the previous and contemporaneous negotiations, preliminary drafts, or previous versions of this agreement leading up to its execution and not set forth in this agreement shall be used by any of the parties to construe or affect the validity of this agreement. Each party acknowledges that no representation, inducement, or condition not set forth in this agreement has been made or relied on by either party.

27. Severability. If any provision in this agreement is held to be invalid or unenforceable it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions of this agreement.

28. No Third-party Beneficiaries. The parties do not intend to confer any benefits on any person, firm, or corporation other than Customer and the Parks Department.

29. No Waiver. The failure of either party to enforce any covenant or condition of this agreement shall not be deemed a waiver of that covenant or condition or of the right of either party to enforce each and every

covenant and condition of this agreement. No provision of this agreement shall be deemed to have been waived unless the waiver is in writing and signed by the party against whom the waiver is to be enforced.

30. Americans with Disabilities Act. Lessor shall comply in all respects with Title III (public accommodations) of the Americans with Disabilities Act.

31. Governing Law. This agreement shall be governed by and enforced in accordance with the laws of the State of Michigan.

32. Venue. By execution of this agreement, the parties consent to venue in Grand Traverse County of any action brought to enforce the terms of this agreement or to collect any monies due under it.

33. Effective Date. This agreement shall be effective when executed by both parties.

For Lessor:

\_\_\_\_\_ Date: \_\_\_\_\_  
Rodetta Harrand, President, Grand Traverse County Parks and Recreation Commission

For Lessee:

\_\_\_\_\_ Date: \_\_\_\_\_  
Terry Marchand, Executive Director, Centre I.C.E.