

**BEAVER CREEK TOWNSHIP
REGULAR MEETING FEBRUARY 14, 2011**

The Beaver Creek Township Board held its regular meeting on Monday evening, February 14, 2011 at 7:00 pm. Board members present: Ashton, Summers, Little and Hartman. Absent: Balmes. There were 7 guests present.

The meeting opened with the Pledge of Allegiance and Invocation led by the supervisor.

Motion by Little and seconded by Summers to approve the minutes from the January 10, 2011 meeting. All ayes, motion carried.

TREASURER'S REPORT:

Motion by Hartman and seconded by Little to accept the treasurer's report as presented. Roll call vote with all ayes, motion carried.

CLERK'S REPORT:

The township general and workman's comp policies are being looked at by two bidders other than Burnham & Flower. Summers mentioned that it is important to know if the workman's policy pays 100% of wages or less. We will have more to report at a later time.

SUPERVISOR'S REPORT:

Things have been slow. Supervisor has helped with the closing of the library and attended a retirement party for Lovell's Supervisor Fred Schaibly and will attend a recycling meeting tomorrow.

HIGGINS LAKE UTILITY AUTHORITY:

The H.L.U.A. will be moving into their new office, which is our vacated library room, before the end of the month.

FIRE DEPARTMENT AND DPW:

No report as the fire chief is on vacation.

PLANNING & ZONING:

No zoning requests during January. The zoning office has been contacted by two tower companies and possibly one on the H.L.U.A. property.

OLD BUSINESS:

Discussion regarding renting the library room to the H.L.U.A. Motion by Little and seconded by Hartman to accept the lease as presented. Roll call vote, with all ayes, motion carried.

**PROPERTY LEASE
Between Beaver Creek Township, Landlord and
Higgins Lake Utilities Authority as Tenant**

THIS LEASE is made effective on the 1st day of March, 2011, between **Beaver Creek Township**, whose address is 8888 S. Grayling Road, Grayling, MI 49738, as Landlord, and the **Higgins Lake Utilities Authority**, whose address is 8888 S. Grayling Road, Grayling, MI 49738,

with a mailing address of Post Office Box 437, Higgins Lake, MI 48627 as Tenant. The parties agree as follows:

1. **Description:** Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed by Tenant, hereby leases to Tenant the premises known as 8888 S. Grayling Road, Grayling, MI 49738, specifically one room within this location, formerly home of a branch office of the Crawford County Library.
2. **Term and Rent:** The term of this lease shall be on a month-to-month basis commencing March 1, 2011. For the first twenty-four (24) months that this lease is in effect, the monthly rent shall be the sum of **Three Hundred Fifty (\$350.00) Dollars**, due and payable on the 1st day of each month commencing March 1, 2011. In the event that this lease continues beyond twenty-four (24) months, the said monthly rent shall be renegotiated commencing with the 25th month that this lease is in effect. In addition, Lessee agrees to pay a late charge of **Twenty-Five (25.00) Dollars** on each occasion when rent goes unpaid beyond the 10th day of any month. All rents shall be paid to Landlord at 8888 S. Grayling Road, Grayling, MI 49738 or at such other address as designated in writing by Landlord from time to time. The parties acknowledge that since this lease is a month-to-month lease it may be terminated by either party upon giving thirty (30) days written notice in accordance with Michigan statute.
3. **Security Deposit:** There is no security deposit required of this Tenant, Higgins Lake Utilities Authority.
4. **Default:** If Tenant shall default in any payment other than rent required to be paid by Tenant under the terms hereof, Landlord may make such payment, in which event the amount thereof shall be payable as rental to Landlord by Tenant on the next rent day together with interest at 8% per annum from the date of such payment by Landlord and on default in such payment Landlord shall have the same remedies as on default in payment of rent.
5. **Assignment and Subletting:** Tenant shall not assign this lease or mortgage or sublet any portion of the premises without prior written consent of Landlord. Any such assignment, mortgage or subletting without consent shall be void and shall give Landlord the right to terminate this lease with renter and repossess the leased premises. Such written consent shall not be unreasonably withheld.
6. **Right to Mortgage:** Landlord reserves the right to subordinate this lease to the lien of any mortgage or mortgages now or hereafter placed upon Landlord's interest in the premises and on the land and building of which the premises are a part or upon any buildings hereafter placed upon the land of which the leased premises form a part. **Use and Occupancy:** The premises shall be used and occupied by Tenant for the legitimate business purposes of Tenant and for no other purposes whatsoever without the written consent of Landlord. Tenant will not use the premises for any purpose in violation of any law, municipal ordinance or regulation or which will increase the existing rate of insurance upon the property or cause cancellation of insurance covering the property. Tenant shall not keep or have on the premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the premises or that might be considered hazardous by an insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord. On any breach of this agreement Landlord shall have the option to terminate this lease forthwith with renter and repossess the leased premises.
7. **Insurance:** Tenant, at Tenant's expense, shall maintain public liability insurance, including bodily injury and property coverage, insuring Tenant in such minimum coverage as are acceptable to Landlord. Such insurance shall protect against claims for bodily injury or property damage made against Tenant arising out of Tenant's use and occupancy of the leased premises. Landlord shall be responsible to maintain such property insurance as Landlord deems necessary to protect the building against usual hazards including fire, natural occurrences, and vandalism or theft. Tenant shall be responsible to insure its own personal property. To the maximum extent permitted by insurance policies that may be owned by Landlord or Tenant, Tenant and Landlord, for

the benefit of each other, waive any and all right of subrogation that might otherwise exist.

8. **Fire:** It is understood and agreed that if any improvements upon the property are damaged or destroyed in whole or in part by fire or other casualty during the term, the Landlord will repair and restore the same to good tenantable condition with reasonable dispatch, and the rent herein provided shall abate entirely in case the entire premises are untenable and pro rate for the portion rendered untenable, in case a part only is untenable, until the premises are restored to a tenantable condition. If the Tenant shall fail to adjust Tenant's own insurance or to remove damaged goods, wares, equipment or property within a reasonable time, and as a result thereof the repairing and restoration is delayed, there shall be no abatement of rental during the period of such delay. There shall be no abatement of rental if such fire or other cause damaging or destroying the leased premises shall result from the negligence or willful act of the Tenant, Tenant's agents or employees. If Tenant shall use any part of the leased premises for storage during the period of repair a reasonable charge shall be made therefore against Tenant. In case the leased premises or the building of which they are a part shall be destroyed to the extent of more than one-half of the value thereof, Landlord shall have the option to terminate this lease by a written notice to Tenant.
9. **Tenant to Indemnify:** Tenant agrees to indemnify, hold harmless, represent, and defend the Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, for damages to any person or property in, on or about said leased premises from any cause whatsoever, except for claims arising out of the sole negligence of Landlord.
10. **Eminent Domain:** If any part of the premises shall be taken or condemned for public use, and part thereof remains which is susceptible of occupation, this lease shall, as to the part taken, terminate as of the date the condemning authority acquires possession, and thereafter Tenant shall be required to pay such proportion of the rent for the remaining terms as the value of the premises remaining bears to the total value of the premises at the date of condemnation; provided however, that Landlord may at Landlord's option, terminate this lease as of the date the condemning authority acquires possession. All sums which may be payable on account of any condemnation shall belong to Landlord, and Tenant shall not be entitled to any part thereof except any amount awarded to Tenant for Tenant's trade fixture or moving expenses.
11. **Repairs and Maintenance:** Tenant shall have the responsibility to perform all routine repairs and maintenance upon any improvements or structures located upon the leased premises. Tenant shall at all times keep such structures and improvements in good order, condition and repair.
The Tenant shall at Tenant's own expense under penalty of forfeiture promptly comply with all lawful laws, orders, regulations or ordinances of all municipal, county and state authorities affecting the premises hereby leased and the cleanliness, safety, occupation and use of same.
12. **Condition of Premises:** Tenant acknowledges that Tenant has examined the leased premises prior to the making of this lease, and knows the condition thereof, and that no representations as to the condition or state of repairs thereof have been made by Landlord, or Landlord's agent, which are not herein expressed, and Tenant hereby accepts the leased premises in their present condition at the date of the execution of this lease.
13. **Gas/Water/Heat/Electricity:** Landlord shall be responsible for gas, water, heat, electricity as long as they remain within \$5.00 of the usual/customary charges incurred during the past two (2) years (1/1/2009 through 12/31/2010). Landlord prohibits the use of auxiliary heaters without previous approval by Landlord. Landlord shall be responsible for snow removal and landscape maintenance.
14. **Quiet Enjoyment:** Landlord covenants that Tenant, on payment of all rent due and performing all the covenants herein, shall and may peacefully and quietly have, hold and enjoy the demised premises for the term.

15. **Access to Premises:** Landlord shall have the right to enter upon the leased Premises at all reasonable hours for the purpose of inspecting the same. If Landlord deems any repairs necessary, Landlord may demand that Tenant make them and if Tenant refuses or neglects forthwith to commence such repairs and complete them with reasonable dispatch, Landlord may make such repairs or cause them to be made and shall not be responsible to Tenant for any loss or damage that may accrue to his stock or business by reason thereof, and if Landlord makes such repairs or causes them to be made Tenant agrees that Tenant will forthwith on demand pay to Landlord the cost thereof with interest at 8% per annum, and if Tenant shall make default in such payment the Landlord shall have the remedies provided herein or permitted by law or statute.
16. **Re-entry:** In case any rent shall be due and unpaid or if default be made in any of the covenants herein contained, or if the leased premises shall be deserted or vacated, then it shall be lawful for the Landlord, their certain attorney, representatives and assigns, to re-enter into, repossess the said Premises and the Tenant and each and every occupant to remove and put out.
17. **Expenses:** If Landlord shall, during the period covered by this lease, obtain possession of the premises by re-entry, summary proceedings, or otherwise, Tenant hereby agrees to pay Landlord the expense incurred in obtaining possession of the premises, and also all expenses and commissions which may be paid for the letting of the premises, including but not limited to Landlords actual and reasonable attorney fees and costs, and all other damages.
18. **Signs:** All signs and advertising displayed in and about the premises shall be such only as to advertise the business carried on upon said premises, and no exterior sign shall be displayed excepting such as shall be approved in writing by the Landlord, and paid for solely by the Tenant. Notwithstanding consent by Landlord, all signs shall fully comply with all applicable laws and zoning ordinances.
19. **Remedies Not Exclusive:** It is agreed that each and every of the rights, remedies and benefits provided by this lease shall be cumulative, and shall not be exclusive of any other of said rights, remedies and benefits, or of any other rights, remedies and benefits allowed by law.
20. **Waiver:** One or more waivers of any covenant or condition by Landlord shall not be construed as a waiver of a further breach of the same covenant or condition.
21. **Notices:** Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid, to Tenant at Post Office Box 437, Higgins Lake, Michigan 48627 or to Landlord at 8888 South Grayling Road, Grayling, Michigan 49738 or at such place as may be designated by parties from time to time.
22. **Hazardous Substances:** Tenant shall not use, store, or dispose of any hazardous substances upon the premises, except use and storage of such substances if they are customarily used in Tenant's business, and such use and storage complies with all environmental laws and regulations. Hazardous substances means any hazardous waste, substance or toxic materials regulated under any federal or state environmental laws or local regulations or ordinances applicable to the property.
23. **Governing Law:** This lease shall be construed in accordance with the laws of the State of Michigan. Venue for all purposes shall reside exclusively within the County of Crawford, and jurisdiction shall reside exclusively within the State of Michigan.

NEW BUSINESS:

1. Motion by Little and seconded by Hartman to appoint David Church to the Zoning Board of Appeals. All ayes, motion carried.
2. Discussion regarding request from the Boosters Club to help with funding for the July 4th fireworks. The board decided to look at this when we are budgeting as we did not have anything budgeted for this year. Tom Hunt will match funds that the townships give for the event. The supervisor will contact the Boosters Club.

3. Motion by Little and seconded by Hartman to sell the supervisor's old computer to maintenance Ron Cumberworth for \$1.00 upon removal of all records from the hard drive. Roll call vote with all ayes, motion carried.

4. Letter of resignation from Vivian Balmes to the Higgins Lake Utility Authority asking that Clerk Sharon Hartman be appointed in her place, effective with the April 12, 2011 meeting. Motion by Little and seconded by Summers. All ayes, motion carried.

5. Tentative dates for the following:

Cemetery clean up	Saturday, May 21, 2011
Transfer site clean up	Saturday, June 18, 2011
Township Picnic	Saturday, August 29, 2011

The supervisor stated he will pledge \$100 for change for the sand box for the picnic and that we need volunteers.

6. Motion by Little and seconded by Hartman to pay Accounts Payable in the amount of \$19,278.00 checks #25831-#25870. Roll call vote with all ayes, motion carried.

COMMENTS FROM THE RESIDENTS:

1. Bob Koutnik from Fox Run stated that he had attended the County Commissioner meeting and the Sunday Liquor Sales had been changed so it can now be sold on Sunday mornings in the County.

2. Meagan Little stated that she will also be attending the recycling meeting tomorrow representing the Guard Camp looking for a way to take recycling there.

3. The State of Michigan has banned burn barrels and you can no longer burn household papers, etc. outside in them.

Meeting adjourned at 7:39 PM.

Sharon K. Hartman
Clerk