

FACILITIES, CAPITAL & STRATEGIC PLANNING COMMITTEE MEETING
MINUTES

Monday, January 24, 2022 – 12:00 p.m. Noon
Howard Male Conference Room/Zoom Room

Commissioners Present: Don Gilmet, Chair
Marty Thomson
Kevin Osbourne
John Kozlowski
Bob Adrian

Others Present: Mary Catherine Hannah, County Administrator
Lynn Bunting, County Board Assistant
Wes Wilder, County Maintenance Superintendent (zoom)
Bonnie Friedrichs, County Clerk
Steve Mousseau, IT Director

Chair Don Gilmet called the meeting to order at 12:02 p.m. (Noon)

INFORMATION ITEM: Administrator Hannah gave an update to the committee on the 2022 Fairground Rental Agreement & Non-Exclusive Agreement reporting she made the changes they discussed and recommended at the last committee meeting (attachment #1). Discussion and recommendation for the Fairboard to be contacted to send the financials report for 2021, minutes approving who their officers are for 2022, and a list on who is authorized to have keys to the Fairboard office and that no agreement will be executed for use of the fairgrounds until these items are received by the Commissioners Office. Board Assistant Lynn Bunting will contact the Fairboard and inform them. Commissioner Kozlowski recommended an update on page two, section 2 from One Dollar (\$100) to One Hundred (\$100). Moved by Commissioner Thomson and supported by Commissioner Kozlowski to recommend the below Action Item. Motion carried.

ACTION ITEM #1: The Committee recommends to approve the 2022 Fairground Rental Agreement & Non-Exclusive Agreement with the Alpena County Fairboard with changes recommended and authorize County Administrator Mary Catherine Hannah to sign the 2022 Fairboard Agreement (02.01.22 to 01.30.27) as presented.

Administrator Hannah informed the committee that she will send a letter to the Fairboard 14 days from today if no response.

INFORMATION ITEM: Administrator Hannah presented the Environmental Assessment Phase I from Environmental & Asbestos Services, Inc. for the Environmental Study of the old jail building/property and the cost is \$2,300. Administrator Hannah presented two proposals (Valbridge Property Advisors \$4,500 and Piazza Appraisal Service \$13,000) for the old jail building/property. Discussion on the proposals and the market value for the old jail

building/property. County Superintendent reported the DEQ contacted him and wanted a closure report about 10 years ago and nothing happened since. Administrator Hannah reported she reviewed a letter received from the DEQ in 2019 stating there was still a contaminant in the water by the harbor and left some active monitoring wells. Moved by Commissioner Kozlowski and supported by Commissioner Thomson to recommended to approve the Environmental Assessment from Environmental & Asbestos Services, Inc. in the amount of \$2,300 and authorize to sign the agreement and present recommendation to the Finance Ways & Means Committee at their next meeting. Motion carried.

INFORMATION ITEM: Administrator Hannah presented the building inventory for the Capital Improvement Plan reporting she put the list together from the insurance list and that it is a planning document for the Capital Improvement Plan. Chair Gilmet reported he spoke with Board Chairman Adrian and that \$10,000 be the benchmark for the CIP projects for future repairs. Chair Gilmet reported to discuss further at the next committee meeting on a priorities list for which buildings to focus on. Chair Gilmet reported that he will be attending the Planning Commissioner meeting this week along with Commissioner Osbourne and Commissioner Adrian to present the CIP discussion to the Planning Commission and to invite one of their members to the next Facilities, Capital & Strategic Planning Committee meeting in February. Discussion and recommendation for the Full Board to assign a Capital Improvement Plan Committee at the Full Board meeting on January 25, 2022.

INFORMATION ITEM: County Clerk Bonnie Friedrichs reported that she is working with Chief Deputy Clerk Carla Kowalski on updating the County's Fixed Assets Report for the Auditors and gave a background of the process. Clerk Friedrichs informed the committee that her and Chief Deputy Clerk Kowalski went out to each facility to verify. Discussion on one document for planning purposes and to utilize the BS&A program. The committee discussed public involvement and other planning committees through the city and township levels regarding ARPA projects with public input. Administrator Hannah informed the committee that the Intergovernmental Council meetings are restarting back up starting with February 3, 2022, being their first meeting and can present this to one of their meetings as a topic for discussion. Discussion on park buildings be assigned to the Parks Commission and their subcommittees to work on and for them to give an update to this committee.

INFORMATION ITEM: Discussion on the ARPA spreadsheet and Administrator Hannah reported she will update the evaluation/scoring and add a ranking column and send to the commissioners. Commissioner Thomson reported that the IT Director has a 5-year plan on the ARPA spreadsheet and that the IT Department needs to be involved with any internal moves with the County. Chair Gilmet recommended that the ARPA projects be discussed further with priorities at the next committee meeting along with an updated building inventory list.

Discussion on top priorities including the roofs/sanitary items for the Courthouse/Annex Buildings. Wes gave an update to the committee reporting he spoke with the roofing company, and they are putting the paperwork together to put out of bids. Commissioner Osbourne reported that he spoke with a roof company and will be writing an RFP and he will bring to the committee.

INFORMATION ITEM: Commissioner Kozlowski asked for status update on the cat issue and location where they are housed, and Administrator Hannah reported that she will check into.

INFORMATION ITEM: Administrator Hannah reported she clarified the MDOT Lease reporting the upgrades on the fixtures is their responsibility under the lease and if ok she will contact them to do, and the committee approved for Administrator Hannah to inform MDOT.

INFORMATION ITEM: Administrator Hannah reported that she met with Jon Studly, Alpena Public Schools new Athletic Director, stating they have received a donation to the school for bleachers to be located at the tennis courts and that she can draft a MOU with APS and their responsibility. Administrator Hannah reported she will bring back this agreement to approve before presenting to the Full Board.

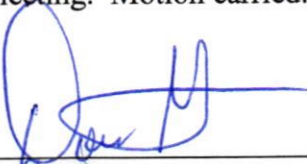
INFORMATION ITEM: Administrator Hannah reported she met with a Lean & Green of Michigan representative and gave a background of their PACE program that provides funding for commercial properties. Administrator Hannah recommended that the commissioners adopt the PACE program and that every project would come to the full board for approval at no cost to the County. Administrator Hannah reported she will have them make a presentation to the full board after they meet with the Treasurer ahead of time to answer any questions she may have.

INFORMATION ITEM: Administrator Hannah reported that she has attended meetings at the airport regarding the runway project reporting that the FAA will allow a short-term plan to fix the runway which will give the CRTCAir National Guard time to get their project in the cue for funding. She informed the committee that it has been 15 years since the FAA has received a master plan and that the FAA will not fund a long-term project if the project is not on a master plan. Administrator Hannah reported the funds to cover the master plan can be used from the CIP Funds. She will keep the committee updated.

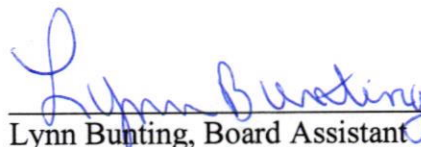
Next Meeting: Monday, February 7, 2022 at 12:00 p.m. (Noon) in the Howard Male Conference Room/Zoom Room

ADJOURNMENT

Moved by Commissioner Adrian and supported by Commissioner Kozlowski to adjourn the meeting. Motion carried. The meeting adjourned at 1:43 p.m.



Don Gilmet, Chairman



Lynn Bunting, Board Assistant

11b

#1

2022 NON-EXCLUSIVE PROPERTY USE AND ACCESS AGREEMENT

County of Alpena, Michigan, of 720 W. Chisholm St., Alpena, Michigan, [hereinafter referred to as 'owner'] and the Alpena Agricultural Society [hereinafter referred to as 'tenant'] enter into this property use and access agreement, subject to the following conditions:

1. The owner allows the tenant to have Non-Exclusive property use and access to the property known as The Alpena County Fairgrounds & possession and use of the building on the grounds thereof commonly known as "the Fair Board Building" from **February 1, 2022 through January 31, 2027**. The Tenant may have access to the grounds to accomplish preparation work for the 2022 through 2027 Alpena County Fair(s), with the following additional provisions:
 - a. Either party may terminate this Agreement with 90 days notice to the other;
 - b. All work and improvements made by Tenant must be pre-approved by the County Maintenance Superintendent;
 - c. The Tenant shall indemnify and hold harmless the owner from all liability for Tenants work and other activities on the premises, including but not limited to personal injury, property damage and workers compensation claims;
 - d. Tenant shall maintain liability and workers compensation (if employees are hired) and accident insurance for volunteers for all its activities on the premises, naming the Owner as additional insured on such policies, and provide proof thereof to the Owner;
 - e. The Tenant shall also be responsible to insure all personal property it places in or on the premises during the term hereof, and hold the Owner harmless from any claim for loss thereof;
 - f. The Tenant shall require that any third party vendors operating on the property list the County of Alpena as an additional insured on their policies;
 - g. Fair Office needs to be cleaned and organized (both inside and out);
 - h. Storage of Fair Board equipment and property needs to be orderly around the building; no materials may be left outside after the period of cleanup from the operations of the Alpena County Fair without prior written consent of the County Maintenance Superintendent;
 - i. Storage shed needs to be maintained properly with the storage of contents;
 - j. Storage building needs to be maintained to include the siding and roofing on the shed. It is not the counties responsibility to maintain any facility that does not belong to the County. If the facility needs to be disposed of, it is the responsibility of the Fair Board to make the proper arrangements to do so. The County has the right to require the work to be done by the Fair

Board or to cause the work to be accomplished and charge the tenant for the cost;

- k. Fair Board will provide a financial statement to the Alpena County Board of Commissioners on a quarterly basis;
 - l. Fair Board is responsible for disposal of any hazardous waste or other materials that require special disposal. Such disposal must be completed immediately after such waste is generated and to the satisfaction of the County Maintenance Superintendent;
 - m. County to provide Snowplowing, Maintenance for normal wear and tear, replace hot water heater (Jake Bowen contacting Dane with Werth Electric for the Fairboard to pay for the electrical hookup), access for week of Fair (during and week after Fair).
2. Consideration for this agreement will be the payment of One-Hundred Dollar (\$100.00) for the contract term to be held in escrow by the owner, and planning and operating the Alpena County Fair for the years 2022-2027 by the tenant for the benefit of the owner. The Tenant shall further be responsible for payment of gas and will contribute an additional \$100.00 per month toward payment of the unmetered electric bill. (Except any additional user fee and utility charges incurred during the period of each Alpena County Fair during the duration of the Agreement, which costs will be agreed to in a separate Premises Use Agreement to be signed between the parties specifically for the operation of the Alpena County Fair). The Tenant shall abide by the non-profit accountability standards of Alpena County as attachment #1. The Tenant shall also abide by the rental agreement for the Fairgrounds as attachment #2.
3. The Tenant understands and agrees that its use and possession of the premises, except the Fair Board Building, is non-exclusive during the term hereof, and the Owner & others permitted by the Owner may be on the premises and use or operate events on the premises during the term hereof. Some events or other uses permitted by the Owner may restrict or prevent the Tenant from entering into certain portions or all of the premises (except the Fair Board Building) as specified from time to time by the County Maintenance Superintendent.

County Administrator, Mary Catherine Hannah

Date

Fair Board President, Jacob Bowen

Date

COUNTY OF ALPENA , MICHIGAN

Accountability Standards for Nonprofit Organizations

PURPOSE

For funding services provided by not-for-profit agencies on behalf of the County (i.e. older persons, fairgrounds, etc).

POLICY

The County Board of Commissioners will decide if a not-for-profit agency is qualified to receive funding of local tax dollars to provide certain services to the public.

1. That each agency will submit a written proposal with details on the service to be provided, its cost, what is efficient about that service and what will be the results of the service offered.
2. The agency shall demonstrate they follow proper practices as outlined in the Accountability Standards for Nonprofit Organizations and acknowledge by submitting a signed copy of same. (Please see attachment) Any deviation from the practices outlined must be disclosed and be attached to and made part of any agreement.
3. When the agency has meetings concerning financial issues, budget updates, discussion on service and service improvements, along with any approval, the agency shall have published in the local media the time, date and location of these open meetings of their board so that the public and users can be present and be allowed to provide input about the services or new services needed.
4. Annually, the agency will submit the number of employees, their positions, the positions pay scale, a summary of employee benefits and the names of organization board members.
5. Annually the agency will provide a list of persons who have authority to speak for the Board of that agency. This list shall include their phone numbers; fax numbers and e-mail addresses.
6. Annually the agency shall submit their annual budget request for funding in the format provided by the county.
7. Fiscal bench marking will be established for each service provided by any agency and these benchmarks will be reported to the County at least four times a year. This will provide a cost/benefit ratio of the service and its performance to the community.
8. There will be a written agreement for service for a period not to exceed one year, covering the services being contracted for, its cost, the monthly payment date, performance results, fiscal reporting requirements and other terms.
9. Unrestricted Fund Balances of an agency that are in excess of 75 days of cash flow, will subject that agency to less local public funding.
10. The County will not make donations of any fund to any not-for-profit agency and will only contract for services provided to the County.

PROCEDURE

All agencies that Alpena County has agreements with must sign the attached Accountability Standards for Nonprofit Organizations.

The County of Alpena (County) occasionally may find that it is in the public's interest that certain non-profit groups be retained to perform or carry out activities that might, otherwise, need to be performed by the County. In order to maintain accountability for use of the County's funds and promote ethical practices by these philanthropic organizations, the County has adopted certain accountability standards that should be met by nonprofit organizations, which are retained by the County, as a condition to obtain or retain funding from the County.

The County does not endorse or disapprove of any organization, and failure to meet standards is not a charge of unethical, inept, or otherwise improper conduct. It may reflect a simple difference of opinion, or the organization's failure to supply the County with the information the County needs in order to assess whether a particular standard has been met. In the County's opinion, the standards represent reasonable measures of accountability.

The County reserves the right to change, apply, or amend these standards, solely at its discretion. For organizations less than three years old or with annual budgets of less than \$75,000, greater flexibility in applying some of the standards may be appropriate.

GOVERNANCE AND OVERSIGHT

The governing board has the ultimate authority for any nonprofit organization. This section of the standards seeks to ensure that the volunteer board is active, independent, and free of self-dealing.

The board is responsible for policy setting, fiscal guidance, and ongoing governance, and should review the organization's policies, programs, and operations.

Fiscal guidance includes responsibility for investment management decisions, for internal controls, and for short and long-term budgeting decisions.

The board should have:

1. An independent, volunteer membership. *The ability of individual board members to make independent decisions on behalf of the organization is critical. Existence of relationships that could interfere with this independence compromises the board.*
2. An individual attendance policy. *Board membership should be more than honorary, and should involve active participation in board meetings.*
3. Specific terms of office for its officers and members.
4. A risk management policy. *To protect its assets against loss, and staff and volunteers against liability, adequate insurance should be secured. Individuals with access to significant organizational cash or investments should be bonded.*

To meet these standards, the organization shall have:

5. A board of directors with a minimum of five voting members. If the board has an executive committee, the committee also shall have a minimum of five voting members.
6. A minimum of three evenly spaced meetings per year of the full governing body with a majority in attendance, in-person. An in-person meeting of the board's executive committee or a conference call of the full board can substitute for one of the three meetings of the governing body. For all meetings, alternative modes of participation are acceptable for those with physical disabilities.
7. Not more than one directly compensated (e.g., a paid staff member) or indirectly compensated (e.g., spouse or family relation of paid staff member) person serving as a voting member of the board. Compensated members shall not serve as the board's chair or treasurer. Nonprofit board members' voluntary service is a deeply rooted tradition in the nonprofit sector. Most donors and nonprofit organizations expect that board members serve without compensation. Reimbursement may be made for costs incurred as a result of board participation, such as travel expenses.
8. No transaction(s) in which any board or staff members have material conflicting interests with the nonprofit resulting from any relationship or business affiliation. Factors that will be considered when concluding whether or not a related party transaction constitutes a conflict of interest and if such a conflict is material, include, but are not limited to: any arm's length procedures established by the nonprofit; size of the transaction relative to like expenses of the charity whether the interested party participated in the board vote on the transaction; if competitive bids were sought and whether the transaction is one-time, recurring or ongoing.
9. A board of directors that provides adequate oversight of the nonprofit's operations and its staff. Indication of adequate oversight includes, but is not limited to, regularly scheduled appraisals of the CEO's performance, evidence of disbursement controls such as board approval and monitoring of the budget and fund raising practices, and establishment of accounting procedures sufficient to safeguard nonprofit finances.

MEASURING EFFECTIVENESS

An organization should regularly assess its effectiveness in achieving its mission. This section seeks to ensure that an organization has a defined process in place to evaluate the success and impact of its program(s) in fulfilling the goals of the organization and that also identifies ways to address any deficiencies.

To meet these standards, a charitable organization shall:

1. Have a board policy of assessing, no less than every two years, the organization's performance and of determining future actions required to achieve its mission.

2. Submit to the organization's governing body, for its approval, a written report that outlines the results of the aforementioned effectiveness assessment and recommendations for future actions

FINANCES

This section of the standards seeks ensure that the nonprofit spends its funds honestly, prudently, and in accordance with statements made in fund raising appeals.

To meet these standards, the nonprofit organization shall:

1. Spend funds in accordance with donor intentions. To meet this standard a nonprofit should be able to substantiate, on request, that the timing and nature of its expenditures are in accordance with donor restrictions, designations and expectations.
2. Spend at least 70% of its total expenses on program activities.
3. Spend no more than 30% of related contributions on administration and fund raising.
4. Avoid accumulating funds that could be used for current program activities. To meet this standard, the nonprofit's unrestricted net assets (excluding fixed assets) available for use should not exceed the total expenses budgeted for the current year. While the County believes that organizations should maintain a reasonable level of cash to safeguard against unexpected financial challenges, maintaining excess reserves indicates the organization is not maximizing the use of its nonprofit mission. In such cases, it may not be appropriate to continue soliciting from the public.
5. The organization does not have persistent or increasing operating deficits. The nonprofit should use its resources prudently and should maintain a healthy financial picture. When making a contribution, donors want to know that the organization has the financial strength to pursue its mission on a long-term basis.

An organization that does not meet Standards 9, 10, 11, and/or 12 may provide evidence to demonstrate that its use of funds is reasonable. The higher fund raising and administrative costs of a newly created organization, donor restrictions on the use of funds, exceptional bequests, a stigma associated with a cause, and environmental or political events beyond an organization's control are among factors which may results in expenditures that are reasonable although they do not meet the financial measures cited in those standards.

Make available to all, on request, complete annual financial statements prepared in accordance with generally accepted accounting principles. When total annual gross income exceeds \$250,000, these statements should be audited in accordance with generally accepted auditing standards. For nonprofits whose annual gross income is less than \$250,000, a review by a certified public accountant is sufficient to meet this standard. For nonprofits whose annual gross income is less

than \$100,000, an internally produced, complete financial statement is sufficient to meet this standard.

Any organization that is in receipt of funds from the County agrees to allow the County or its representative/agent to examine the records and books of the organization for the fiscal year(s) in which the organization received funds from the County. Any organization in receipt of \$100,000 or more in funds from the County during a calendar year shall be audited by an independent certified public accounting firm and shall provide the County a copy of its audited financial statements within six months after the end of its fiscal year end.

6. Include in the financial statements a breakdown of expenses (e.g., salaries, travel, postage, etc.) that shows what portion of these expenses was allocated to program, fund raising, and administrative activities. If the nonprofit has more than one major program category, the schedule should provide a breakdown for each category.
7. Accurately report the nonprofit's expenses in its financial statements. For example, audited or unaudited financial statements which inaccurately claim zero fund raising expenses or otherwise understate the amount a nonprofit spends on fund raising, and/or overstate the amount it spends on programs will not meet this standard. In determining if a nonprofit meets this standard, the County may check the accuracy of any joint cost allocations.
8. Provide to all, on request, a board-approved annual budget for its current fiscal year, outlining projected expenses for major program activities, fund raising, and administration.

PUBLIC DISCLOSURE

To uphold the public's trust in the nonprofit sector, a nonprofit should at a minimum carry out its actions in accordance with Michigan and federal charity law.

For the year under review and the preceding two years, the organization has not violated any applicable provisions of Michigan or federal law relating to the organization's tax exempt status, fund raising practices, or registration with and reporting to governmental agencies and the public.

Program names, activities and financial information listed in the annual report, audited financial statement and IRS Form 990 are consistent.

FUND RAISING AND INFORMATIONAL MATERIALS

A fund raising appeal is often the only direct contact a donor has with a nonprofit and may be the sole impetus for giving. This section of the standards seeks to ensure that a nonprofit's representations to the public are accurate, complete, and respectful.

To meet those standards, the nonprofit organization shall:

1. Have solicitations and informational materials, distributed by any means, that are accurate, truthful, and not misleading, both in whole or in

part. Appeals that omit a clear description of program(s) for which contributions are sought will not meet this standard.

2. Include on any nonprofit websites that solicit contributions, the same information that is recommended for annual reports, as well as the mailing address of the nonprofit and electronic access to its most recent IRS Form 990.
3. Address privacy concerns of donors, if the organization shares personal information about its donors outside the organization, by providing a clear privacy policy that tells its donors what information, if any, is being collected about them by the nonprofit and how this information will be used; how to contact the nonprofit to review personal information collected and request corrections, and how to inform the nonprofit (e.g., a check-off box) that the visitor does not wish his/her personal information shared outside the organization.
4. Donors are entitled to know who is soliciting their gift and what portion of their gift will be received by the nonprofit. Solicitors who are not employees or volunteers of the nonprofit identify themselves in each solicitation as professional fundraisers and, upon request, provide the name and address of their employer or contracting party. Upon request, persons authorized by the nonprofit to utilize the nonprofit's name in connection with sale or marketing of goods or services provide accurate information about the percentage of gross revenue that is paid to the nonprofit.
5. Respond promptly to and act on complaints brought to its attention by donors, the public, or regulatory agencies about fund raising practices and privacy policy violations and/or other issues.

Director/Chief Executive Officer

Date

Chairperson, Board of Directors

Date

2022
AGREEMENT FOR RENTAL OR USE
OF THE ALPENA COUNTY FAIRGROUNDS

I.

(Name of person or organization)

do hereby apply to rent the following zone(s) of the Alpena County Fairgrounds:

- | | |
|---|--|
| <input type="checkbox"/> 1. Merchant's Building** (North half) | <input type="checkbox"/> 6. (c) Cattle Barn |
| <input type="checkbox"/> 2. Trailer Parking-Campsites | <input type="checkbox"/> (d) Swine Barn |
| <input type="checkbox"/> 3. (a) Grandstand/racetrack Area | <input type="checkbox"/> (e) Sheep Barn |
| (b) Lower Level of Grandstand | <input type="checkbox"/> (*) (f) 2 Poultry Barns not available |
| <input type="checkbox"/> 4. Baseball Diamond removed | <input type="checkbox"/> (*) 7. Park not available for rentals |
| <input type="checkbox"/> 5. Baseball Diamond (Small) | |
| <input type="checkbox"/> 6. Arena | |
| <input type="checkbox"/> (*) (a) Draft Horse Barn (not available) | |
| <input type="checkbox"/> (b) Horse Barn with stalls | |

**No animals allowed in the Merchant's Building

4-H EVENTS: Open to non-members? ___YES ___NO (if open event, fees will be charged) _____ initials

for the following day(s) and hours:

and for the following events: _____

of said area shall be used only for the purposes as above specified at the rate of \$_____, which is to be paid to the COUNTY OF ALPENA (100% upon booking the event) in advance of use of said property. The above-named must make a security deposit of \$_____ (see attached fee schedule for deposit rate), which will be refunded if said property or premises is left in satisfactory condition. The above-named will also carry sufficient insurance per item #19 to protect the County of Alpena from any liability for any accident or injury occurring from the result of any activity sponsored by the above named. A ten dollar (\$10) deposit will be required if keys are checked out for buildings.

It will also be the responsibility of the above-named party or parties or organizations to have this form filled out completely and a copy put on file with the Maintenance Superintendent and will not be an official rental until it is on file and everything is completed. Also, at the option of the Maintenance Superintendent, an additional two-hundred (\$200) deposit may be required on any activity or event held.

II. The above-named organization (lessee) further agrees to abide by the following rules in using the Fairgrounds Facilities:

1. Events not listed on face of lease will not be permitted.
2. Permission to be obtained before making any changes in electrical wiring.

- 3. All wiring changes, temporary or permanent to be made by a licensed electrician with costs to be paid by Lessee. Temporary wiring to be removed after event by a licensed electrician with costs to be paid by the lessee.
- 4. Animals must not be tied to fences.
- 5. Stalls in barns used by Lessee must be cleaned immediately following events. The deposit required is not returnable if stalls are not cleaned satisfactorily.
- 6. If snow removal is required, a covering of three (3) inches must remain on all areas except roads and parking lots. Remove snow to remain clear of all fences and buildings.
- 7. Vehicles used in events such as a demolition derby must have glass removed before entering the County property.
- 8. Lessee required to clean up all areas used by them during lease term.
- 9. Lessee using racetrack at fairgrounds for events will clean track immediately following events.
- 10. Unauthorized vehicles, horses, and trailers are not permitted in park areas, beach areas, camping areas, the racetrack or its infield.
- 11. Lessee will be responsible for all labor and materials for damages and clean-up created by events during the term of this lease.
- 12. Lessee to notify caretaker immediately of any and all damages.
- 13. All animals on fairgrounds property to be on leash or tether.
- 14. No ingress/egress firelane roads may be closed.
- 15. Premises to always be open to law enforcement and/or inspection and maintenance personnel.
- 16. Major changes or alterations shall be submitted in writing in advance to the Maintenance Superintendent.
- 17. If any trailer or temporary vehicle(s) remain(s) at the fairgrounds five days after this lease expires, this group agrees to pay a \$20.00 per day charge for every day the vehicle(s) remain(s) at the fairgrounds.
- 18. People leasing the arena and holding horse shows or similar events will be responsible for any necessary dust control.
- 19. A copy of the general liability insurance policy or proof thereof shall be attached to the lease. A telephone number of the company/agent must be included. Family events require limits of \$500,000. Commercial events require limits of \$1,000,000 and County of Alpena named as Additional Insured.
- 20. Events creating noise must be suppressed prior to 11 p.m. with the grounds to be cleared prior to 12 a.m.
- 21. Adequate security should be provided by a bonded security company to patrol the area and to prevent damage to Alpena County Fairgrounds property, buildings, or vehicles.
- 22. Noise level on Eleventh Street must not exceed 90 decibels.
- 23. Campers leasing sites prior to events must be admitted to camping site without charge.
- ** 24. Any individual or organization using a lunch wagon or selling food must have a permit from the Health Department and also insurance covering food service. *(A copy of the permit and insurance must be attached to the lease.)*
- 25. Alpena County will not be liable for any injuries or accidents to any animals while on the fairgrounds property. Also, we will not be responsible for any diseased animals and if found to be diseased, animals must be removed immediately.
- 26. I am allowing the following groups to sell food/beverages in accordance with my scheduled events: _____ . I will be responsible for collecting their insurance stating food coverage and a copy of their health permit or my organization will provide a health permit and our insurance will state it covers food. In the event that I do not follow the above instructions and have all necessary paperwork turned in to the Maintenance Superintendent two weeks prior to the event, I understand that the event is subject to cancellation and no refunds will be issued.
- III. 27. Everything must be cleaned immediately. Lessee will be responsible for refuse disposal.

WILL YOU HAVE COMMERCIAL VENDORS OR PERSONS SELLING ITEMS OTHER THAN THE NON-PROFIT ORGANIZATION HOLDING THIS EVENT? _____ YES (if so, the rate will be commercial.) _____ NO

** IS FOOD GOING TO BE SOLD ON THE GROUNDS? _____ YES _____ NO

ARE YOU PROVIDING ALCOHOLIC BEVERAGES AT THIS EVENT? _____ YES _____ NO

Family events require \$500,000 coverage on Personal Liability, including HOST LIQUOR LIABILITY and the County named as Additional Insured. You may obtain a specific coverage, or your homeowners policy may provide coverage. Check with your agent. Proof of coverage must be attached to the lease.

Commercial Events....If no charge for liquor being made, General Liability Coverage must include HOST LIQUOR LIABILITY coverage. County must be named as additional insured. Limits of \$1,000,000 required. If a charge is made for alcohol, or is included in cost of admission, General Liability must include Liquor Liability with limits of \$1,000,000 and County named as Additional Insured. Separate policies are acceptable. Proof of coverage must be attached to lease.

- "The Lessee agrees to protect, defend, indemnify and hold the County of Alpena and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., relating to arson injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The Lessee further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent."

x _____ (initials)

ELECTRICITY USAGE AND SURGE PROTECTORS

- Leaseholder represents and warrants to the Alpena County Fairgrounds that no electricity from or provided by the Alpena County Fairgrounds will be utilized by the leaseholder (or any of the leaseholder's family members, employees, agents, or other persons) for the leaseholder's camping equipment, trailer, or other items unless each such item has a surge protector capable of protecting all such items, and that such surge protector or protectors are in good working order and of the type sufficient to prevent damage, fire, or other calamity. Leaseholder agrees, on behalf of itself (as well as its family and invitees) that it utilizes any electricity supplied from or by the Alpena County Fairgrounds at leaseholder's own risk and that leaseholder waives any and all claims, causes of action, damages, and the like against Alpena County Fairgrounds (as well as its officials, officers, employees, and agents) arising out of or related to leaseholder's use of any electricity supplied by or from the Alpena County Fairgrounds. Furthermore, leaseholder hereby agrees to reimburse, indemnify, and hold the Alpena County Fairgrounds harmless (as well as its officials, officers, employees, and agents) from, for, and against any and all damages, causes of action, attorney fees, costs, and expenses arising out of or related to leaseholder's use of any electricity provided from or by the Alpena County Fairgrounds. Leaseholder represents and warrants that it will use the utmost care and reasonable procedures when utilizing electricity provided for or from the Alpena County Fairgrounds.

x _____ (initials)

I HAVE HEREBY READ AND AGREE TO THE TERMS OF THIS LEASE.

_____ ORGANIZATION:

 Representative's Signature Name printed

ADDRESS: _____

EMAIL ADDRESS: _____

PHONE NUMBER: _____ CELL PHONE NUMBER: _____

FAX NUMBER: _____

- IV. This Rental Agreement has been inspected by me, the rent has been paid and the insurance coverage checked and found to be in proper order. I, therefore, authorize the above-named party, parties, organization or organizations to use the above-named on the above-mentioned dates, under supervision of the Maintenance Superintendent, the Fairground's Caretaker, or any assigned representative of the County of Alpena.

Date

Alpena County Maintenance Superintendent

A copy is to be given to the organization and the original is to remain in the Maintenance Superintendent's Office.

INSURANCE REQUIREMENTS FOR USERS OF COUNTY-OWNED PROPERTY

All users of County-owned property to furnish the County of Alpena an insurance certificate or policy of insurance providing:

- 1) Limits of liability for non-commercial events require coverage \$500,000.
- 2) Limits of liability for commercial events require coverage of \$1,000,000.
- 3) The County of Alpena as an additional named insured is required for commercial events.
- 4) A detailed itemized statement of any policy conditions, limitations or exclusions which modify the coverage in the State of Michigan.
- 5) Coverage in an insurance company acceptable to the County of Alpena.

FAIRGROUNDS RENTAL LEASE FEES

1. Merchant's Building

Summer (May 15-October 15)
\$250 per day (12 am - 12 pm)

Winter (October 16 - May 14)
\$350 per day (12 am - 12 pm)

Additional \$100 per day for use of kitchen

Security deposit of fifty dollars (\$50) required to reserve date - to be applied to rental fees.

Usage of the Merchants' Building will require a security deposit of fifty dollars (\$50) for non-commercial events and a one hundred and fifty dollar (\$150.00) deposit from commercial events.

2. Trailer Parking - Campsites

1-60 campsites - \$26.00 per site

Weekly campsite - \$160 per site per week

Monthly campsite - \$560 per site per month

(The above fee schedule applies for groups that may rent the fairgrounds) Permit for additional campsites and meet all requirements of the permit.

Dump station fees - \$8.00 for non-campers per use

Shower fee - \$6.00 for non-campers per use

Groups/caravans of 50 or more may use the Merchant's Building, if available, for \$50 per day.

No discounts for groups/caravans.

If additional sites are added to reservation, additional permits needed and must meet all requires of the original permit.

3. Grandstand/Racetrack Area

\$350 per day NONPROFIT (*any person/organization not charging admittance to the grounds*)

\$500 per day COMMERCIAL (*any person/organization using the grounds for a fundraiser/or to make money*)

Set up \$100.00 a day.

Clean-up deposit of \$500 for this area.

Lower level of the grandstand - \$50.00 per day.

Security deposit of fifty dollars (\$50) required to reserve date - to be applied to rental fees.

4. Arena - \$60.00 per day + \$50.00 Deposit (\$110.00)
 - (a) Draft Horse Barn not available
 - (b) Horse Barn (Between May 15th and August 10th - **subject to availability**)
with stalls - \$60 per day + \$50.00 deposit (\$110)
 - (c) Cattle Barn (Between May 15th and August 10th - **subject to availability**)
\$70.00 per day + \$50.00 deposit (\$120.00)
 - (d) Swine Barn (Between May 15th and August 10th - **subject to availability**)
\$70.00 per day + \$50.00 deposit (\$120.00)
 - (e) Sheep Barn - (Between May 15th and August 10th - **subject to availability**)
\$70.00 per day + \$50.00 deposit (\$120.00)
 - (f) Poultry Barn not available
5. Indoor Winter Storage \$1.75 per square foot.
6. Park/Playground/Open Spaces not available for rent/reservation, but campsites are available.

NOTE: NO DATES WILL BE RESERVED WITHOUT DEPOSIT PAYMENT. FULL PAYMENT REQUIRED AT THE TIME OF CHECK-IN. DEPOSIT WILL BE APPLIED TO RENTAL FEES. NO REFUNDS FOR CANCELLATION.