



## LEELANAU COUNTY DEPARTMENT OF BUILDING SAFETY

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Date: March 22, 2024  
From: Amber Weber, Building Official  
To: Members of the Construction Board of Appeals  
Subject: Appeal by Stephen Stier, President of the Leelanau County Historical Preservation Society regarding the 2018 Michigan Plumbing Code, Section 403.1 regarding minimum number of fixtures for bathrooms in an Assembly Use building.

Mr. Stephen Stier has filed an appeal on behalf of the Leelanau County Historical Preservation Society regarding the requirements for bathrooms to be added to the Leelanau County "Poor Farm" Barn for it be used as an Assembly Use building. This is in response to a pre-construction meeting held at the Building Safety Department on July 20, 2023.

Mr. Stier attended the meeting with Architect Michael Leaveck to discuss changing the use of the Barn to an A-3 Assembly. The enclosed appeal application from Mr. Stier indicates on page one that the organization is still "Asking for A-3" as the use group for the Barn. The enclosed code sections indicate the minimum number of fixtures required for this use. To use the building as proposed, bathrooms are required. There are no exceptions to this requirement.

During discussion at the meeting, it was decided by Mr. Stier and Mr. Leaveck to put the change of use on pause until further funding could be received. In the meantime, my department stated that ONLY tours could continue and that NO events, seating, or food were allowed. At the close of the meeting, my department requested an affidavit from Mr. Stier stating this. This affidavit was received on August 22, 2023.

Please refer to the enclosed documents for copies of documents from the Building Safety Department related to the July office meeting, applicable code sections, a copy of the lease agreement between Leelanau County and the Leelanau County Historical Preservation Society and the appeal application from Mr. Stier.

**Building Enforcement | E23-0091****Property Information**

|                |                        |              |        |
|----------------|------------------------|--------------|--------|
| 007-004-013-00 | 1110 W BURDICKVILLE RD | Subdivision: |        |
|                | MAPLE CITY MI, 49664   | Lot:         | Block: |

**Name Information**

|           |   |        |                |
|-----------|---|--------|----------------|
| Owner:    | COUNTY OF LEELANAU                            | Phone: |                |
| Occupant: | Leelanau County Historic Preservation Society | Phone: | (517) 648 2933 |
| Filer:    |   | Phone: |                |

**Enforcement Information**

|             |            |              |            |         |          |
|-------------|------------|--------------|------------|---------|----------|
| Date Filed: | 06/23/2023 | Date Closed: | 08/22/2023 | Status: | Resolved |
|-------------|------------|--------------|------------|---------|----------|

Complaint:  
Pre-Construction Meeting to discuss Poor Barn

|                   |  |                  |            |
|-------------------|--|------------------|------------|
| Last Action Date: |  | Last Inspection: | 08/22/2023 |
|-------------------|--|------------------|------------|

Last Action:

**Enforcement follow up Inspection | Amber Weber**

|            |            |            |            |
|------------|------------|------------|------------|
| Status:    | Completed  | Result:    | Complied   |
| Scheduled: | 08/22/2023 | Completed: | 08/22/2023 |

**Comments:**

Scheduling Comment Check for affidavit from Steve Stier. See attached e-mail communication.

**Enforcement document Inspection | Amber Weber**

|            |            |            |            |
|------------|------------|------------|------------|
| Status:    | Completed  | Result:    | Complied   |
| Scheduled: | 08/22/2023 | Completed: | 08/22/2023 |

**Comments:**

Scheduling Comment Received affidavit via e-mail from Steve Stier.

**Meeting Inspection | Curt McNitt**

|            |            |            |                    |
|------------|------------|------------|--------------------|
| Status:    | Completed  | Result:    | Partially Complied |
| Scheduled: | 07/20/2023 | Completed: | 07/20/2023         |

**Comments:**

Scheduling Comment 8:30 office meeting with Michael Leaveck, Steve Steir and inspectors to discuss Poor Barn Alteration.  
See notes from Amber

**Meeting Inspection | Charles Sessoms**

|            |            |            |                    |
|------------|------------|------------|--------------------|
| Status:    | Completed  | Result:    | Partially Complied |
| Scheduled: | 07/20/2023 | Completed: | 07/20/2023         |

**Comments:**

Scheduling Comment 8:30 office meeting with Michael Leaveck, Steve Steir and inspectors to discuss Poor Barn Alteration.

**Meeting Inspection | John Schaub**

|            |            |            |            |
|------------|------------|------------|------------|
| Status:    | Completed  | Result:    | No Change  |
| Scheduled: | 07/20/2023 | Completed: | 07/20/2023 |

**Comments:**

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**Meeting Inspection | Amber Weber**

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|------------|------------|------------|--------------------|
| Status:    | Completed  | Result:    | Partially Complied |
| Scheduled: | 07/20/2023 | Completed: | 07/20/2023         |

**Comments:**

Scheduling Comment 8:30 office meeting with Michael Leaveck, Steve Steir and inspectors to discuss Poor Barn Alteration.

Met in the office with Architect, Michael Leavek and Steve Steir to discuss possible change of use to County Poor Barn. They would like to hold events here, would be an A-3 use. Cost is high to add the bathrooms, looking to see if they could continue with porta johns until funding is complete.

If they proceed with the change of use, bathrooms would need to be completed before holding any events. Would plan to have an occupant load of 100 or less, used 6 months of the year and approximately 4 events during the season. Would be some flexibility under the Rehab code for requirement to have bathroom on 2nd floor, exit signage and egress.

During discussion, it was decided to put the change of use on pause until funding is received. Will continue with tours ONLY, NO events allowed. No seating or food allowed. Steve will send an affidavit to this effect and the pending application will be canceled.

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Meeting Inspection | Amber Weber

|            |            |            |            |
|------------|------------|------------|------------|
| Status:    | Canceled   | Result:    | Canceled   |
| Scheduled: | 06/29/2023 | Completed: | 06/29/2023 |

**Comments:**

Scheduling Comment 6/23 Michael from LTD Architects called to schedule pre construcion mtg regarding the Poor Barn. June 29 at 9am

Michael Leavek from LTD Architects: 866-1317 michael@ltdarchitects.com  
Steven Steir from Preservation Society. (Michael will coordinate with him)

6-29-23. Meeting cancelled due to office scheduling conflict. Called and left a message notifying Michael at 8:05AM. Requested he call back to reschedule for after July 4th if wanting to meet in person. Can also send us the plans with any questions and we can respond electronically or hold a phone conference. Also called and talked to Steve Stier (517-648-2933) gave him the same information. He will get with Michael and then get back with us. aw

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# Affidavit of Stephen Stier

State of Michigan

County of Leelanau

Stephen Stier, being duly sworn deposes and states as follows under penalty of perjury:

1. My name is Stephen Stier, I am presently 76 years old, and my current address of residence is 13108 S Drew Rd, Empire, Michigan 49630.
2. The purpose of this Affidavit is to Confirm use of Leelanau County Poor Farm..
3. No events will be occurring in the Leelanau County Poor Farm Barn. There will also be no fixed seating or food served. At this time the building will be used for tours only. .

I hereby swear or affirm that the information above is true accurate and complete to the best of my knowledge, and that no relevant information has been omitted.

Dated:

Aug 22 '23

Signature of Individual:

Stephen Stier

*Anne M. Noffsinger*

**ANNE M NOFFSINGER**

**Notary Public, State of Michigan**

**County of Benzie**

**My Commission Expires 06-11-2029**

**Acting in the County of Leelanau**

Notary Public

Title And Rank

\_\_\_\_\_

Date Of Commission Expiry

\_\_\_\_\_



## CHAPTER 4

# FIXTURES, FAUCETS AND FIXTURE FITTINGS

### User note:

**About this chapter:** Plumbing fixtures are required to be installed for nearly every building as toilet facilities (water closets and lavatories) are needed by the occupants of a building. Additional fixtures for washing, bathing and culinary purposes are also necessary where occupants dwell in buildings. Chapter 4 specifies the minimum number and type of plumbing fixtures for buildings based on the description of use of the building. Because fixture design and quality are paramount to ensure that plumbing fixtures operate properly, this chapter also specifies numerous product and material standards for plumbing fixtures.

### SECTION 401 GENERAL

**401.1 Scope.** This chapter shall govern the materials, design and installation of plumbing fixtures, faucets and fixture fittings in accordance with the type of *occupancy*, and shall provide for the minimum number of fixtures for various types of occupancies.

**401.2 Prohibited fixtures and connections.** Water closets having a concealed trap seal or an unventilated space or having walls that are not thoroughly washed at each discharge in accordance with ASME A112.19.2/CSA B45.1 shall be prohibited. Any water closet that permits siphonage of the contents of the bowl back into the tank shall be prohibited. Trough urinals shall be prohibited.

**401.3 Water conservation.** The maximum water flow rates and flush volume for plumbing fixtures and fixture fittings shall comply with Section 604.4.

### SECTION 402 FIXTURE MATERIALS

**402.1 Quality of fixtures.** Plumbing fixtures shall be constructed of *approved* materials, with smooth, impervious surfaces, free from defects and concealed fouling surfaces, and shall conform to standards cited in this code. Porcelain enameled surfaces on plumbing fixtures shall be acid resistant.

**402.2 Materials for specialty fixtures.** Materials for specialty fixtures not otherwise covered in this code shall be of stainless steel, soapstone, chemical stoneware or plastic, or shall be lined with lead, copper-base alloy, nickel-copper alloy, corrosion-resistant steel or other material especially suited to the application for which the fixture is intended.

**402.3 Sheet copper.** Sheet copper for general applications shall conform to ASTM B152 and shall not weigh less than 12 ounces per square foot (3.7 kg/m<sup>2</sup>).

**402.4 Sheet lead.** Sheet lead for pans shall not weigh less than 4 pounds per square foot (19.5 kg/m<sup>2</sup>) and shall be coated with an asphalt paint or other *approved* coating.

### SECTION 403 MINIMUM PLUMBING FACILITIES

**403.1 Minimum number of fixtures.** Plumbing fixtures shall be provided for the type of occupancy and in the minimum number shown in Table 403.1. Types of occupancies not shown in Table 403.1 shall be considered individually by the code official. The number of occupants shall be determined in accordance with the Michigan building code. Occupancy classification shall be determined in accordance with the Michigan building code.

#### Exceptions:

1. The actual number of occupants determined by a supporting affidavit from the owner or agency.
2. Hand washing sinks in food service establishments shall be provided in accordance with regulation no. 553, food establishments, R 285.553.1 to R 285.553.26 of the Michigan department of agriculture and rural development.
3. Toilet facilities for public swimming pools shall be provided in accordance with public swimming pools, R 325.2111 to R 325.2199 of the Michigan department of environmental quality.
4. Toilet facilities for child care center, day care center, and nursery school facilities shall be provided in accordance with child day care licensing – child care centers, R 400.8101 to R 400.8840 of the Michigan department of licensing and regulatory affairs.
5. Toilet facilities for children's camps shall be provided in accordance with children's and adult foster care camps, R 400.11101 to R 400.11413 of the Michigan department of licensing and regulatory affairs.

R 408.30758

TABLE 403.1  
 MINIMUM NUMBER OF REQUIRED PLUMBING FIXTURES\*  
 (See Sections 403.1.1 and 403.2)

| NO. | CLASSIFICATION  | OCCUPANCY        | DESCRIPTION  | WATER CLOSETS<br>(URINALS: SEE SECTION 419.2)                                |   | LAVATORIES  |             | BATHTUBS/<br>SHOWERS | DRINKING<br>FOUNTAIN <sup>e,f</sup><br>(SEE SECTION 410) | OTHER                       |
|-----|---|------------------|--|--|---|---|-------------|----------------------|--|-----------------------------|
|     |   |                  |  | MALE   | FEMALE  | MALE  | FEMALE      |                      |  |                             |
| 1   | Assembly  | A-1 <sup>d</sup> | Theaters and other buildings for the performing arts and motion pictures   | 1 per 125  | 1 per 65  | 1 per 200   |             | —                    | 1 per 500  | 1 service sink              |
|     |   | A-2 <sup>d</sup> | Nightclubs, bars, taverns, dance halls and buildings for similar purposes  | 1 per 40   | 1 per 40  | 1 per 75  |             | —                    | 1 per 500  | 1 service sink              |
|     |   |                  | Restaurants, banquet halls and food courts   | 1 per 75   | 1 per 75  | 1 per 200   |             | —                    | 1 per 500  | 1 service sink              |
|     |   | A-3 <sup>d</sup> | Auditoriums without permanent seating, art galleries, exhibition halls, museums, lecture halls, libraries, arcades and gymnasiums                                  | 1 per 125  | 1 per 65  | 1 per 200   |             | —                    | 1 per 500  | 1 service sink              |
|     |   |                  | Passenger terminals and transportation facilities  | 1 per 500  | 1 per 500   | 1 per 750   |             | —                    | 1 per 1,000  | 1 service sink              |
|     |   |                  | Places of worship and other religious services   | 1 per 150  | 1 per 75  | 1 per 200   |             | —                    | 1 per 1,000  | 1 service sink              |
|     |   | A-4              | Coliseums, arenas, skating rinks, pools and tennis courts for indoor sporting events and activities  | 1 per 75 for the first 1,500 and 1 per 120 for the remainder exceeding 1,500 | 1 per 40 for the first 1,520 and 1 per 60 for the remainder exceeding 1,520 | 1 per 200   | 1 per 150   | —                    | 1 per 1,000  | 1 service sink              |
|     |   | A-5 <sup>i</sup> | Stadiums, amusement parks, bleachers and grandstands for outdoor sporting events and activities  | 1 per 75 for the first 1,500 and 1 per 120 for the remainder exceeding 1,500 | 1 per 40 for the first 1,520 and 1 per 60 for the remainder exceeding 1,520 | 1 per 200   | 1 per 150   | —                    | 1 per 1,000  | 1 service sink              |
| A-5 | Outdoor educational and municipal venues not larger than 3,000 spectators | 1 per 125        | 1 per 65   | 1 per 200  | 1 per 150   | —   | 1 per 1,000 | 1 service sink       |  |                             |
| 2   | Business  | B                | Buildings for the transaction of business, professional services, other services involving merchandise, office buildings, banks, light industrial and similar uses | 1 per 25 for the first 50 and 1 per 50 for the remainder exceeding 50        |   | 1 per 40 for the first 80 and 1 per 80 for the remainder exceeding 80 |             | —                    | 1 per 100  | 1 service sink <sup>g</sup> |
| 3   | Educational   | E                | Educational facilities   | 1 per 50   |   | 1 per 50  |             | —                    | 1 per 100  | 1 service sink              |

(continued)

TABLE 403.1 —continued  
 MINIMUM NUMBER OF REQUIRED PLUMBING FIXTURES\*  
 (See Sections 403.1.1 and 403.2)

| NO.          | CLASSIFICATION       | OCCUPANCY  | DESCRIPTION   | WATER CLOSETS<br>(URINALS: SEE<br>SECTION 419.2) |        | LAVATORIES |        | BATHTUBS/<br>SHOWERS | DRINKING<br>FOUNTAIN <sup>e,f</sup><br>(SEE<br>SECTION<br>410) | OTHER          |
|--------------|----------------------|------------|---|--|--------|------------|--------|----------------------|--|----------------|
|              |                      |            |   | MALE   | FEMALE | MALE       | FEMALE |                      |  |                |
| 7<br>(cont.) | Residential          | R-4        | Congregate living facilities with 16 or fewer persons   | 1 per 10   |        | 1 per 10   |        | 1 per 8              | 1 per 100  | 1 service sink |
| 8            | Storage <sup>b</sup> | S-1<br>S-2 | Structures for the storage of goods, warehouses, storehouse, and freight depots. Low and Moderate Hazard. | 1 per 100  |        | 1 per 100  |        | See Section 411      | 1 per 1,000  | 1 service sink |

- a. The fixtures shown are based on one fixture being the minimum required for the number of persons indicated or any fraction of the number of persons indicated. The number of occupants shall be determined by the *International Building Code*.
  - b. Toilet facilities for employees shall be separate from facilities for inmates or patients.
  - c. A single-occupant toilet room with one water closet and one lavatory serving not more than two adjacent patient sleeping units shall be permitted where such room is provided with direct access from each patient room and with provisions for privacy.
  - d. The occupant load for seasonal outdoor seating and entertainment areas shall be included when determining the minimum number of facilities required.
  - e. The minimum number of required drinking fountains shall comply with Table 403.1 and Chapter 11 of the *International Building Code*.
  - f. Drinking fountains are not required for an occupant load of 15 or fewer.
  - g. For business and mercantile occupancies with an occupant load of 15 or fewer, service sinks shall not be required.
  - h. Structures not designed for occupants or as an employee's regular working area are not required to have toilet facilities.
  - i. Water closets and lavatories in adjacent school buildings may be included in the required minimum fixture count, if they are located within a 500-foot walking distance to the stadium. Signage for the location of these restrooms is required.
- R 408.30758

**403.1.1 Fixture calculations.** To determine the occupant load of each sex, the total occupant load shall be divided in half. To determine the required number of fixtures, the fixture ratio or ratios for each fixture type shall be applied to the occupant load of each sex in accordance with Table 403.1. Fractional numbers resulting from applying the fixture ratios of Table 403.1 shall be rounded up to the next whole number. For calculations involving multiple occupancies, such fractional numbers for each occupancy shall first be summed and then rounded up to the next whole number.

**Exception:** The total occupant load shall not be required to be divided in half where approved statistical data indicates a distribution of the sexes of other than 50 percent of each sex.

**403.1.2 Single-user toilet facility and bathing room fixtures.** The plumbing fixtures located in single-user toilet facilities and bathing rooms, including family or assisted-use toilet and bathing rooms that are required by Section 1109.2.1 of the *International Building Code*, shall contribute toward the total number of required plumbing fixtures for a building or tenant space. Single-user toilet facilities and bathing rooms, and family or assisted-use toilet rooms and bathing rooms shall be identified for use by either sex.

**403.1.3 Lavatory distribution.** Where two or more toilet rooms are provided for each sex, the required number of lavatories shall be distributed proportionately to the required number of water closets.

**403.2 Separate facilities.** Where plumbing fixtures are required, separate facilities shall be provided for each sex.

**Exceptions:**

1. Separate facilities shall not be required for private facilities.
2. Separate facilities shall not be required in structures or tenant spaces with a total occupant load, including both employees and customers, of 15 or fewer.
3. Separate facilities shall not be required in mercantile occupancies in which the maximum occupant load is 50 or fewer.

R 408.30722

**403.2.1 Family or assisted-use toilet facilities serving as separate facilities.** Where a building or tenant space requires a separate toilet facility for each sex and each toilet facility is required to have only one water closet, two family or assisted-use toilet facilities shall be permitted to serve as the required separate facilities. Family or assisted-use toilet facilities shall not be required to be identified for exclusive use by either sex as required by Section 403.4.

**403.3 Employee and public toilet facilities.** For structures and tenant spaces intended for public utilization, customers, patrons and visitors shall be provided with public toilet facilities. Employees associated with structures and tenant spaces shall be provided with toilet facilities. The number of plumbing fixtures located within the required toilet facilities shall be provided in accordance with Section 403 for all users.



or repairs shall not cause an existing system to become unsafe, insanitary or overloaded.

Minor additions, alterations, renovations and repairs to existing plumbing systems shall meet the provisions for new construction, unless such work is done in the same manner and arrangement as was in the existing system, is not hazardous and is *approved*.

**[A] 102.5 Change in occupancy.** It shall be unlawful to make any change in the *occupancy* of any structure that will subject the structure to any special provision of this code applicable to the new *occupancy* without approval of the code official. The code official shall certify that such structure meets the intent of the provisions of law governing building construction for the proposed new *occupancy* and that such change of *occupancy* does not result in any hazard to the public health, safety or welfare.

**[A] 102.6 Historic buildings.** The provisions of this code relating to the construction, alteration, repair, enlargement, restoration, relocation or moving of buildings or structures shall not be mandatory for existing buildings or structures identified and classified by the state or local jurisdiction as historic buildings where such buildings or structures are judged by the code official to be safe and in the public interest of health, safety and welfare regarding any proposed construction, alteration, repair, enlargement, restoration, relocation or moving of buildings.

**[A] 102.7 Moved buildings.** Except as determined by Section 102.2, plumbing systems that are a part of buildings or structures moved into or within the jurisdiction shall comply with the provisions of this code for new installations.

**[A] 102.8 Referenced codes and standards.** The codes and standards referenced in this code shall be those that are listed in Chapter 15 and such codes and standards shall be considered as part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Sections 102.8.1 and 102.8.2.

**[A] 102.8.1 Conflicts.** Where conflicts occur between provisions of this code and the referenced standards, the provisions of this code shall apply.

**[A] 102.8.2 Provisions in referenced codes and standards.** Where the extent of the reference to a referenced code or standard includes subject matter that is within the scope of this code, the provisions of this code, as applicable, shall take precedence over the provisions in the referenced code or standard.

**[A] 102.9 Requirements not covered by code.** Any requirements necessary for the strength, stability or proper operation of an existing or proposed plumbing system, or for the public safety, health and general welfare, not specifically covered by this code shall be determined by the code official.

**[A] 102.10 Other laws.** The provisions of this code shall not be deemed to nullify any provisions of local, state or federal law.

**[A] 102.11 Application of references.** Reference to chapter section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapter, section or provision of this code.

## PART 2—ADMINISTRATION AND ENFORCEMENT

### SECTION 103 DEPARTMENT OF PLUMBING INSPECTION

**[A] 103.1 General.** The department of plumbing inspection is hereby created and the executive official in charge thereof shall be known as the code official.

**[A] 103.2 Appointment.** The code official shall be appointed by the chief appointing authority of the jurisdiction.

**[A] 103.3 Deputies.** In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the code official shall have the authority to appoint a deputy code official, other related technical officers, inspectors and other employees. Such employees shall have powers as delegated by the code official.

**[A] 103.4 Liability.** The code official, member of the board of appeals or employee charged with the enforcement of this code, while acting for the jurisdiction in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered civilly or criminally liable personally, and is hereby relieved from all personal liability for any damage accruing to persons or property as a result of any act or by reason of an act or omission in the discharge of official duties.

**[A] 103.4.1 Legal defense.** Any suit or criminal complaint instituted against any officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by the legal representative of the jurisdiction until the final termination of the proceedings. The code official or any subordinate shall not be liable for costs in any action, suit or proceeding that is instituted in pursuance of the provisions of this code.

### SECTION 104 DUTIES AND POWERS OF THE CODE OFFICIAL

**[A] 104.1 General.** The code official is hereby authorized and directed to enforce the provisions of this code. The code official shall have the authority to render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this code. **Such policies and procedures shall not have the effect of waiving requirements specifically provided for in this code.**

**[A] 104.3 Inspections.** The code official shall make all the required inspections, or shall accept reports of inspection by *approved* agencies or individuals. Reports of such inspections shall be in writing and be certified by a responsible officer of such *approved* agency or by the responsible individual. The code official is authorized to engage such expert opinion as deemed necessary to report on unusual technical issues that arise, subject to the approval of the appointing authority.

**[A] 104.4 Right of entry.** If a building or premises is occupied, the code official shall present his or her credentials to the occupant and request entry. If a building or premises is

[A] **110.4 Inspection agencies.** The *building official* is authorized to accept reports of *approved* inspection agencies, provided such agencies satisfy the requirements as to qualifications and reliability.

[A] **110.5 Inspection requests.** It shall be the duty of the holder of the *building permit* or their duly authorized agent to notify the *building official* when work is ready for inspection. It shall be the duty of the *permit* holder to provide access to and means for inspections of such work that are required by this code.

[A] **110.6 Approval required.** Work shall not be done beyond the point indicated in each successive inspection without first obtaining the approval of the *building official*. The *building official*, upon notification, shall make the requested inspections and shall either indicate the portion of the construction that is satisfactory as completed, or notify the *permit* holder or his or her agent wherein the same fails to comply with this code. Any portions that do not comply shall be corrected and such portion shall not be covered or concealed until authorized by the *building official*.

## SECTION 111 CERTIFICATE OF OCCUPANCY

**111.1 Use and occupancy.** A building or structure shall not be used or occupied, and a change in the existing occupancy classification of a building or structure or portion thereof shall not be made until a certificate of occupancy has been issued in accordance with the act.

**Exception:** Certificates of occupancy are not required for work exempt from permits under Section 105.2.

R 408.30412

**111.2 Certificate issued.** After the building official inspects the building or structure and finds no violations of the provisions of this code or other laws that are enforced by the department and all permit and plan review fees are paid, the building official shall issue a certificate of occupancy that contains all of the following:

- (a) The building permit number.
- (b) The address of the structure.
- (c) A description of that portion of the structure for which the certificate is issued.
- (d) A statement that the described portion of the structure has been inspected for compliance with the requirements of this code for the occupancy and division of occupancy and the use for which the proposed occupancy is classified.
- (e) The name and signature of the building official or designee, registered in accordance with the building officials and inspectors registration act, 1986 PA 54, MCL 338.2301 to 338.2313.
- (f) The edition of the code under which the permit was issued.
- (g) The use and occupancy, in accordance with the provisions of chapter 3.

- (h) The type of construction as defined in chapter 6.
- (i) The design occupant load.
- (j) If an automatic sprinkler system is provided, whether the sprinkler system is required.
- (k) Any special stipulations and conditions of the building permit.

R 408.30412

[A] **111.3 Temporary occupancy.** The *building official* is authorized to issue a temporary certificate of occupancy before the completion of the entire work covered by the *permit*, provided that such portion or portions shall be occupied safely. The *building official* shall set a time period during which the temporary certificate of occupancy is valid.

[A] **111.4 Revocation.** The *building official* is authorized to, in writing, suspend or revoke a certificate of occupancy or completion issued under the provisions of this code wherever the certificate is issued in error, or on the basis of incorrect information supplied, or where it is determined that the building or structure or portion thereof is in violation of any ordinance or regulation or any of the provisions of this code.

## SECTION 112 SERVICE UTILITIES

[A] **112.1 Connection of service utilities.** A person shall not make connections from a utility, source of energy, fuel or power to any building or system that is regulated by this code for which a *permit* is required, until released by the *building official*.

[A] **112.2 Temporary connection.** The *building official* shall have the authority to authorize the temporary connection of the building or system to the utility, source of energy, fuel or power.

[A] **112.3 Authority to disconnect service utilities.** The *building official* shall have the authority to authorize disconnection of utility service to the building, structure or system regulated by this code and the referenced codes and standards set forth in Section 101.4 in case of emergency where necessary to eliminate an immediate hazard to life or property or where such utility connection has been made without the approval required by Section 112.1 or 112.2. The *building official* shall notify the serving utility, and wherever possible the *owner* and occupant of the building, structure or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnecting, the *owner* or occupant of the building, structure or service system shall be notified in writing, as soon as practical thereafter.

## SECTION 113 BOARD OF APPEALS

**113.1 Means of appeal.** An interested person may appeal a decision of the enforcing agency to the board of appeals in accordance with the act. An application for appeal shall be based on a claim that the true intent of the code or the rules governing construction have been incorrectly interpreted, the provisions of the code do not apply, or an equal or better form

of construction is proposed. The decision of a local board of appeals may be appealed to the construction code commission in accordance with the act and time frames.

**Exception:** Requests for barrier free design exception shall be in accordance with 1966 PA 1, MCL 125.1352 to 125.1356.

R 408.30414

[A] **113.2 Limitations on authority.** An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply or an equally good or better form of construction is proposed. The board shall not have authority to waive requirements of this code.

**113.3 Qualifications.** The board of appeals shall consist of members who are qualified in accordance with the act and are not employees of the governmental subdivision or the agency enforcing the code.

R 408.30414

**SECTION 114  
VIOLATIONS**

[A] **114.1 Unlawful acts.** It shall be unlawful for any person, firm or corporation to erect, construct, alter, extend, *repair*, move, remove, demolish or occupy any building, structure or equipment regulated by this code, or cause same to be done, in conflict with or in violation of any of the provisions of this code.

[A] **114.2 Notice of violation.** The *building official* is authorized to serve a notice of violation or order on the person responsible for the erection, construction, *alteration*, extension, *repair*, moving, removal, demolition or occupancy of a building or structure in violation of the provisions of this code, or in violation of a *permit* or certificate issued under the provisions of this code. Such order shall direct the discontinuance of the illegal action or condition and the abatement of the violation.

\* **114.4 Violation penalties.** It is unlawful for any person, firm, or corporation to violate a provision of the code or fail to conform with any of the requirements thereof, or erect, construct, alter, extend, repair, move, remove, demolish, or occupy any building, structure, or equipment regulated by the code, or cause work to be performed or done, in conflict with or in violation of the approved construction documents or directive of the enforcing agency, or a permit or certificate issued under the code. A violator shall be assessed a fine in accordance with the act.

R 408.30410

**SECTION 115  
STOP WORK ORDER**

[A] **115.1 Authority.** Where the *building official* finds any work regulated by this code being performed in a manner either contrary to the provisions of this code or dangerous or unsafe, the *building official* is authorized to issue a stop work order.

**115.2 Issuance.** Notice shall be in accordance with the act. A person who is served with a stop work order, except for work that the person is directed to perform to remove a violation or unsafe condition is subject to the penalty provisions prescribed in the act.

R 408.30411

[A] **115.3 Unlawful continuance.** Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to penalties as prescribed by law.

**SECTION 116  
UNSAFE STRUCTURES AND EQUIPMENT**

[A] **116.1 Conditions.** Structures or existing equipment that are or hereafter become unsafe, insanitary or deficient because of inadequate *means of egress* facilities, inadequate light and ventilation, or that constitute a fire hazard, or are otherwise dangerous to human life or the public welfare, or that involve illegal or improper occupancy or inadequate maintenance, shall be deemed an unsafe condition. Unsafe structures shall be taken down and removed or made safe, as the *building official* deems necessary and as provided for in this section. A vacant structure that is not secured against entry shall be deemed unsafe.

[A] **116.2 Record.** The *building official* shall cause a report to be filed on an unsafe condition. The report shall state the occupancy of the structure and the nature of the unsafe condition.

[A] **116.3 Notice.** If an unsafe condition is found, the *building official* shall serve on the *owner*, agent or person in control of the structure, a written notice that describes the condition deemed unsafe and specifies the required repairs or improvements to be made to abate the unsafe condition, or that requires the unsafe structure to be demolished within a stipulated time. Such notice shall require the person thus notified to declare immediately to the *building official* acceptance or rejection of the terms of the order.

[A] **116.4 Method of service.** Such notice shall be deemed properly served if a copy thereof is (a) delivered to the *owner* personally; (b) sent by certified or registered mail addressed to the *owner* at the last known address with the return receipt requested; or (c) delivered in any other manner as prescribed by local law. If the certified or registered letter is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice. Service of such notice in the foregoing manner upon the *owner's* agent or upon the person responsible for the structure shall constitute service of notice upon the *owner*.

[A] **116.5 Restoration.** Where the structure or equipment determined to be unsafe by the *building official* is restored to a safe condition, to the extent that repairs, *alterations* or *additions* are made or a change of occupancy occurs during the restoration of the structure, such *repairs*, *alterations*, *additions* and change of occupancy shall comply with the requirements of Section 105.2.2 and the *International Existing Building Code*.

## LEASE AGREEMENT

This Lease Agreement is made on March 2, 2018, by and between **LEELANAU COUNTY** of 8527 East Government Center Drive, Suite 101, Suttons Bay, Michigan 49682 (hereinafter called "Lessor"), and **LEELANAU COUNTY HISTORIC PRESERVATION SOCIETY** of P.O. Box 331, Empire, Michigan 49636 (hereinafter called "Lessee").

### INTENT

- A. It is the express intent of the parties that Lessor is hereby leasing to Lessee the premises subject to this Lease and that Lessee shall rehabilitate and maintain all historical structures found on the premises and shall collaborate with the Parks and Recreation Commission to ensure the same are incorporated into the Leelanau County park system.
- B. Lessee is a non-profit, community and educational organization whose use of the premises is permitted in accordance with Lessee's mission statement and purpose to facilitate the preservation and rehabilitation of historic structures within the County of Leelanau.

### I. DEMISE, DESCRIPTION, USE, TERM, AND RENTAL.

A. **Leased Premises.** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor that certain property hereinafter called the "Leased Premises" situated in part of the Leelanau County Myles Kimmerly Park within County of Leelanau, and State of Michigan, described in Attachment "A" to this Lease Agreement

B. **Use of Legal Premises.** Said Leased Premises are to be used, rehabilitated, and maintained as a historical structure, including any and all activities normally incident thereto, and for no other purposes except as otherwise provided in this Lease Agreement. A six-person committee will be created to determine the specific usage of the barn and any related activities. Membership of this committee will be comprised of the Chairperson of the Leelanau County Parks and Recreation Commission, two members of the Myles Kimmerly Park Subcommittee, with one of the members being a County Commissioner, and the President and two members of the Board of the Leelanau County Historic Preservation Society.

C. Lessee may not use the Leased Premises for proprietary purposes during the life of this Lease Agreement, unless mutually agreed upon in writing by Lessor.

D. **Terms.** The term of this Lease Agreement shall be for twenty-five (25) years, commencing on the 20th day of February, 2018, and, unless prematurely terminated as authorized in this Lease Agreement, ending on the 19th day of February, 2043.

E. **Extension of Lease Agreement.** The Lease Agreement may be extended for up to three (3) additional five (5) year terms by mutual agreement of the Parties. This option shall be exercised by written notice to the Lessor, given not less than sixty (60) days prior to the expiration date of the original term, or any extension, stating the desire to have the Lease Agreement's term extended. If the Lease Agreement is extended, all terms and conditions set forth in this Lease Agreement shall remain in full force and effect for each additional year of the Lease Agreement.

F. **Rehabilitation.** Lessee shall be given three (3) years to complete the rehabilitation of the Leased Premises. If additional time is needed at the expiration of the three (3) year period, an option to extend may be granted upon written mutual agreement by both Lessor and Lessee. Rehabilitation of the Leased Premises shall not exceed five (5) years from the commencement date of this Lease Agreement.

## II. RENT.

Lessee shall pay to Lessor, as rent for the Leased Premises, the annual sum of \$1.00 per year.

## III. TAXES.

While the Lessor understands that the intent of Lessee is to be a tax exempt non-profit, to the extent that any taxes are incurred:

A. Lessee shall, as further consideration under this Lease Agreement, pay and discharge all taxes, general and special assessments, and other charges of every description which, if any, during the term hereof and any extension thereof, may be levied on or assessed against the Leased Premises and all improvements thereon, for which either Lessor or Lessee may become liable in relation thereto.

B. Lessee agrees to and shall protect and hold harmless Lessor and the Leased Premises from liability for any and all such taxes, assessments, and charges, together with any interest, penalties, or other sums thereby imposed, and from any sale or other proceeding to enforce payment thereof.

## IV. INSURANCE.

A. **Lessor's Property Insurance.** Lessor agrees to and shall maintain during the entire term of this Lease Agreement, the following:

1. Fire, wind, and extended coverage insurance not less than one hundred percent (100%) of the value of the Leased Premises and other improvements thereon,

provided that insurance in such percentage may be obtained, and, if not, then in the maximum percentage that it may be so obtained. However, Lessor's fire, hazard, and extended coverage insurance will not be for Lessee's contents. Lessor will not carry such insurance for Lessor's contents.

2. Public liability insurance in the minimum for loss arising from an accident resulting in bodily injury or death to persons and/or damage or destruction of property.

**B. Destruction of Leased Premises.** If the building or other improvements on the Leased Premises should be damaged or destroyed by fire, wind, flood, or other casualty, Lessee shall give immediate written notice thereof to Lessor.

1. **Total Destruction.** If the building or other improvements on the Leased Premises should be totally destroyed by fire, wind, flood, or other casualty, or if it should be so damaged that rebuilding or repairs cannot reasonably be completed within one (1) year from the date of notice to Lessor of such loss, this Lease Agreement shall terminate for the unexpired period of its term, effective as of the date of notice to Lessor.

2. **Partial Destruction.** If fifty percent (50%) or less of the building or other improvements on the Leased Premises should be damaged by fire, flood, or other casualty, but not to such an extent that rebuilding or repairs cannot reasonably be completed within the one (1) year described above, this Lease Agreement shall not terminate, but Lessor shall, if the casualty has occurred prior to the final twelve (12) months of the term hereof, at its sole cost and risk, proceed forthwith to rebuild or repair such building and other improvements to substantially the same condition in which they existed prior to such damage. If the casualty occurs during the final twelve (12) months of the Lease Agreement, Lessor shall not be required to (but may) rebuild or repair such damage. If the building and other improvements are to be rebuilt or repaired and are untenable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenable shall be adjusted equitably. In the event that Lessor should fail to complete such rebuilding or repairs within one (1) year from the date of written notification by Lessee to Lessor of the occurrence of the damage, Lessee may at its option terminate this Lease Agreement by written notification at such time to Lessor, whereupon all rights and obligations hereunder shall cease.

**C. Lessee's Liability Insurance.** Lessee agrees pursuant to this covenant, at its own cost and expense, it will procure and continue in force general liability insurance covering any and all claims for injuries to persons or damage to property in or upon the Leased Premises, including all damage from signs, glass, awning, fixtures or other appurtenances now or hereafter erected on the Leased Premises in the amount of \$1,000,000 per occurrence and insuring the indemnity agreement contained in the Lease Agreement during the term of this Lease Agreement, and any renewal or extension thereof, in an amount agreed to by Lessor. All policies of insurance shall provide that Lessor shall receive at least fifteen (15) days prior written notice of the cancellation of any such insurance policy.

D. **Additional Insureds.** It is understood and agreed that the following shall be additional insureds: Lessor, 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 Lessor as additional insured, coverage afforded is considered to be primary and any other insurance Lessor may have in effect shall be considered secondary and/or excess.

E. **Notice.** It is understood and agreed that thirty (30) calendar days, ten (10) days for non-payment of premium, advance written notice of cancellation, non-renewal, reduction, and/or material change in coverage will be mailed to:

Lessor: COUNTY ADMINISTRATOR  
COUNTY OF LEELANAU  
8527 East Government Center Drive, Suite 101  
Suttons Bay, Michigan 49682

Lessee: RESIDENT AGENT  
LEELANAU COUNTY HISTORIC  
PRESERVATION SOCIETY  
P.O. Box 331  
Empire, Michigan 49636

F. **Subrogation.** To the extent permitted by law, Lessee hereby releases Lessor, its elected and appointed officials, employees and volunteers, and others working on behalf of Lessor from any and all liability or responsibility to Lessee or anyone claiming through or under Lessee by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other casualty, even if such fire or other casualty shall have been caused by the fault or negligence of Lessor, its elected and appointed officials, agents, employees or volunteers, or others working on behalf of Lessor. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of Lessee's occupancy or use, and Lessee's policies of insurance shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of Lessor to recover thereunder. Lessee agrees that its policies will include such a clause or endorsement.

G. **Hold Harmless.** Lessor waives all rights of recovery against Lessee, Lessee's employees, agents, and invites for any loss or damage to property of the Lessor located at the Leased Premises covered by this Lease Agreement, including property insurance under valid and collectible insurance policies, to the extent of any recovery collectible under such insurance.

## V. UTILITIES.

Lessee shall, during the term of this Lease Agreement and any extensions thereof, pay all charges for electricity, telephone, gas, and water used in or on the Leased Premises, and

for the removal of rubbish and trash therefrom immediately upon same becoming due and shall hold Lessor harmless from any liability therefor. When available, Lessee may use water drawn from the well and electricity from the storage building found on the Leased Premises at no added cost to Lessee.

**VI. WASTE AND NUISANCE.**

Lessee shall not commit, or cause to be committed, any waste upon or within the Leased Premises, nor shall it maintain, commit, or permit the maintenance or commission of any nuisance on the Leased Premises.

**VII. MAINTENANCE AND REPAIRS.**

Lessee agrees to keep the Leased Premises in good order and repair, except for reasonable wear and tear and casualty loss not arising from Lessee's negligence. Lessee further agrees to keep the Leased Premises clean and to repair or replace all broken doors, windows, plumbing fixtures and pipes, etc., and to keep any sidewalks upon the Leased Premises free of snow, ice, debris, or other impediments. Lessee further agrees to be responsible for routine repairs or maintenance of the structure or systems (replacement of light bulbs, drain or septic blockages, etc.) of the Leased Premises as are the result of Lessee's occupancy and use thereof. Lessor agrees to cut the grass and maintain the landscaping of the Leased Premises.

**VIII. IMPROVEMENTS.**

A. **Improvements of Leased Premises.** Lessee shall have the right to improve, add to, or alter the Leased Premises and to install fixtures thereon. Provided, however, that Lessee shall not remove any such improvements, additions, alterations, or fixtures without the prior written consent of Lessor, and provided further that, on expiration or sooner termination of this Lease Agreement, all improvements, etc., made to the premises by Lessee during the term hereof shall revert to and become the absolute property of Lessor, free and clear of any and all claims against them by Lessee or any third persons, and Lessee further agrees to hold Lessor harmless from any claims that may be made against such improvements by any third persons.

B. **Lessor's Access to Leased Premises.** Lessor shall allow Lessee access to the Leased Premises through the Myles Kimmerly Park roadway.

C. **Future Construction.** If, during the life of this Lease Agreement, Lessee seeks to construct an entrance off of Leelanau County Road 616 and/or install a culvert at Lessee's expense, Lessee must receive approval from all proper departments and commissions, including, but not limited to, the Leelanau County Road Commission, prior to construction.



D. **Future Use of Pole Barn.** If, during the life of this Lease Agreement, Lessee wishes to utilize pole barn found on Leased Premises, Lessee must receive approval from all proper departments and commissions.

#### **IX. QUIET POSSESSION.**

Lessor shall, on the commencement date of the term of this Lease Agreement, place Lessee in quiet possession of the Leased Premises and shall secure such quiet possession thereof against all persons claiming the same during the entire Lease Agreement term and each extension thereof. Lessor shall have the right, upon reasonable notice to Lessee, to enter the Leased Premises for the purpose of inspecting the condition of the building and Leased Premises.

#### **X. SURRENDER OF PREMISES.**

A. **Surrender.** Lessee agrees to and shall, on expiration or earlier termination of the term of this Lease Agreement, promptly surrender and deliver the Leased Premises to Lessor, without demand therefore, in good condition, with ordinary wear and tear and damage by the elements, fire, act of God, or other cause beyond the reasonable control of Lessee, excepted.

B. **Removal of Property.** Lessee shall, at the expiration of the term of this Lease Agreement or earlier termination thereof, remove all of Lessee's property, and repair all damage to the Leased Premises caused by such removal, and shall restore the Leased Premises to such condition as they were in prior to the installation of Lessee's property so removed. Any property not so removed shall be deemed to be abandoned by Lessee and may be retained or disposed of by Lessor.

#### **XI. DEFAULTS AND REMEDIES.**

A. **Default by Lessee.** The following shall constitute a default (an "Event of Default"), by Lessee under this Lease Agreement: (a) failure to pay when due any rent due under this Lease Agreement on the day the same shall be due; (b) failure to maintain the insurance coverage required under this Lease Agreement; (c) failure to perform any of the terms and conditions under this Lease Agreement, other than the payment of rent or maintenance of insurance coverage, and such failure remains uncured for fifteen (15) calendar days following written notice; (d) Lessor has elected to cure Lessee's Event of Default under any applicable provision of this Lease Agreement and Lessee has failed to pay Lessor the cost and expenses incurred to cure such Event of Default within fifteen (15) calendar days after demand; (e) Lessee has attempted to transfer its interest in all or any part of the Leased Premises or taken other actions requiring Lessor's consent, without receiving such written consent; (f) an event of bankruptcy or insolvency has occurred; (g) Lessee has committed waste, which shall include the failure to pay taxes, insurance premiums and persistent failure to maintain and repair the Leased Premises; (h) Lessee has abandoned or vacated the Leased Premises; or (i) a default by any guarantor under any guaranty of this Lease Agreement. Any notice of an Event of Default provided by

Lessor to Lessee pursuant to this Lease Agreement shall constitute, as appropriate, any required notice of nonpayment of rent or notice of termination required by the Summary Proceedings Act or any other applicable law and no additional statutory notices shall be required to be provided by Lessor to Lessee.

If Lessee shall remain in default under any provision of this Lease Agreement for a period of fifteen (15) calendar days after written notice from Lessor, or should any person other than Lessee secure possession of the Leased Premises or any portion thereof by reason of any receivership, bankruptcy, or other operation of law in any manner whatsoever, Lessor may at its option, without notice to Lessee, terminate this Lease Agreement and reenter and take possession of said Leased Premises and remove all persons and property therefrom without being deemed guilty of any manner of trespass.

1. **Lessor's Rights Cumulative.** All the rights and remedies of Lessor under this Lease Agreement shall be cumulative and, in addition to all other rights and remedies allowed by law or equity, may be exercised separately or jointly without constituting an election of remedies.
2. **Waiver of Jury Trial and Counterclaim.** In the event Lessor commences any proceedings for non-payment of rent or any other amount payable to Lessor by Lessee, Lessee shall not interpose any counterclaim of any nature whatsoever or description in any such proceeding. This shall not, however, be construed as a waiver of Lessee's right to assert such a claim in any separate action brought by Lessee. Lessor and Lessee waive trial by jury in any action or proceeding brought by either party on any matter whatsoever arising out of or in any way connected with this Lease Agreement, the relationship of Lessor and Lessee, Lessee's use or occupancy of the Leased Premises, or any claim of injury or damage.
3. **Non-Liability.** Lessor shall not be responsible for or liable to Lessee for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or for any loss or damage resulting to Lessee or its property from burst, stopped or leaking water, gas, sewer or steam pipes, or for any damage or loss of property within the Leased Premises from any cause whatsoever, and no such occurrence shall be deemed to be an actual or constructive eviction from the Leased Premises or result in an abatement of rent.
4. **Right-To-Cure.** If Lessee defaults in the performance of any provision of this Lease Agreement, then Lessor shall have the right (but not the obligation) in addition to any and other rights and remedies in the event of default, to cure such default for the account of Lessee, without prior notice to or demand upon Lessee and without waiving or releasing Lessee from any obligations of Lessee under this Lease Agreement, and Lessee shall, upon receipt of notice thereof and demand for payment from Lessor, pay any payment or expenditure made by Lessor, together with ten percent (10%) of such costs for overhead and supervision, with the next monthly installment of base rent, together with the default charge.

## XII. MISCELLANEOUS.

A. **Applicable Law and Venue.** This Lease Agreement shall be construed under and in accordance with the laws of the State of Michigan. In the event any disputes arise under this Lease Agreement, it is understood and agreed that any legal or equitable action resulting from such disputes shall be in Michigan Courts whose jurisdiction and venue shall be established in accordance with the statutes and Court Rules of the State of Michigan. In the event any action is brought in or is moved to a federal court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

B. **Invalid/Unenforceable Provisions.** If any provision in this Lease Agreement is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction that provision will be null and void, and any such invalidity or unenforceability shall not affect the validity of enforceability of the remainder of this Lease Agreement. Where the deletion of the invalid or unenforceable provision would result in the illegality and or unenforceability of this Lease Agreement, this Lease Agreement shall be considered to have been terminated as of the date in which the provision was rendered invalid or unenforceable.

C. **Nondiscrimination.** Lessee shall not discriminate against a person to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. Lessee shall adhere to all applicable Federal, State and local laws, ordinances, rules, regulations, and policies prohibiting discrimination, including, but not limited to, the following:

- a. The Elliot-Larson Civil Rights Act, 1976 PA 453, as amended.
- b. The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- c. Section 504 of the Federal Rehabilitation Act of 1973, P. L. 93-112, 87 Stat 335, and regulations promulgated thereunder.
- d. The Americans with Disabilities Act of 1990, P. L. 101-336, 104 Stat 327 (42 USC §12101 et seq), as amended, and regulations promulgated thereunder.

Breach of this provision shall be regarded as a material breach of this Lease Agreement. In the event Lessee is found not to be in compliance with this provision, Lessor may terminate this Lease Agreement effective as of the date of delivery of written notification to Lessee.

D. **Assignments or Subcontracting.** This Lease Agreement shall be binding upon and inure to the benefit of Lessor and Lessee hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted in writing by Lessor.

E. **Amendments and Modifications to Provisions of the Lease Agreement.** No amendment, modification, assignment, or alteration of the terms of this Lease Agreement shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by Lessor and Lessee hereto.

F. **Waiver of Provisions of the Lease Agreement.** No waiver by any party hereto of any default or breach of any term, condition, or covenant of this Lease Agreement shall be deemed to be a waiver of any other breach of the same or any other term, condition, or covenant contained herein.

G. **Indemnification and Hold Harmless.** Lessee shall, at its own expense, indemnify, protect, defend and hold harmless Lessor, its elected and appointed officers, employees, and agents from all claims, damages, lawsuits, costs, and expenses, including, but not limited to, all costs from administrative proceedings, court costs, and attorney fees Lessor may incur as a result of any acts, omissions or negligence of Lessee, its employees, agents or subcontractors that may arise out of this Lease Agreement. Lessee's responsibilities to Lessor and its officers, employees, and agents as set forth in this provision shall not be mitigated by the insurance coverage obtained by Lessee pursuant to the requirements of this Lease Agreement.

H. **Attorney's Fees.** In the event Lessor or Lessee breaches any of the terms of this Lease Agreement whereby the party not in default employs attorneys to protect or enforce its rights hereunder and prevails, then the defaulting party agrees to pay the party not in default reasonable attorney(s) fees so incurred by such other party.

I. **Integration Clause.** This Lease Agreement and any additional or supplementary documents incorporated herein by specific reference contains all the terms and conditions agreed upon by Lessor and Lessee hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Lease Agreement or any part thereof shall have any validity or bind Lessor or Lessee hereto.

J. **Certification of Authority to Sign.** The people signing on behalf of Lessor and Lessee certify by their signatures that each party is duly authorized to sign this Lease Agreement on behalf of the party each represents and that this Lease Agreement has been authorized by the party each represents.

Signed in Suttons Bay, Michigan, by:

**LESSOR**

**COUNTY OF LEELANAU**

BY William J. Bunek  
William J. Bunek, Chairman  
County Board of Commissioners

**LESSEE**

**LEELANAU COUNTY HISTORIC  
PRESERVATION SOCIETY**

BY Steve Stier  
Name STEVE STIER  
Title PRESIDENT

BY Michelle L. Crocker  
Michelle L. Crocker  
Leelanau County Clerk

BY Chet Stier  
Name Chet Stier  
Title Administrator

STATE OF MICHIGAN )  
 )ss.  
COUNTY OF LEELANAU )

Subscribed and sworn to before me a Notary Public this 2nd day of March, 2018, by the LEELANAU COUNTY HISTORIC PRESERVATION SOCIETY; by \_\_\_\_\_; and Steve Stier, its President.

Michelle L. Crocker  
Michelle L. Crocker, Notary Public  
Leelanau Co., MI  
Acting in Leelanau County, MI  
My Commission Expires: 11/29/2023

STATE OF MICHIGAN )  
 )ss.  
COUNTY OF Leelanau )

Subscribed and sworn to before me a Notary Public this 5th day of March, 2018, by COUNTY OF LEELANAU, by William J. Bunek, Chairman of the County Board of Commissioners, and Michelle L. Crocker, Leelanau County Clerk.

Jayne S. Grant  
Jayne S. Grant, Notary Public  
Grand Traverse Co., MI  
Acting in Leelanau County, MI  
My Commission Expires: 8-4-19

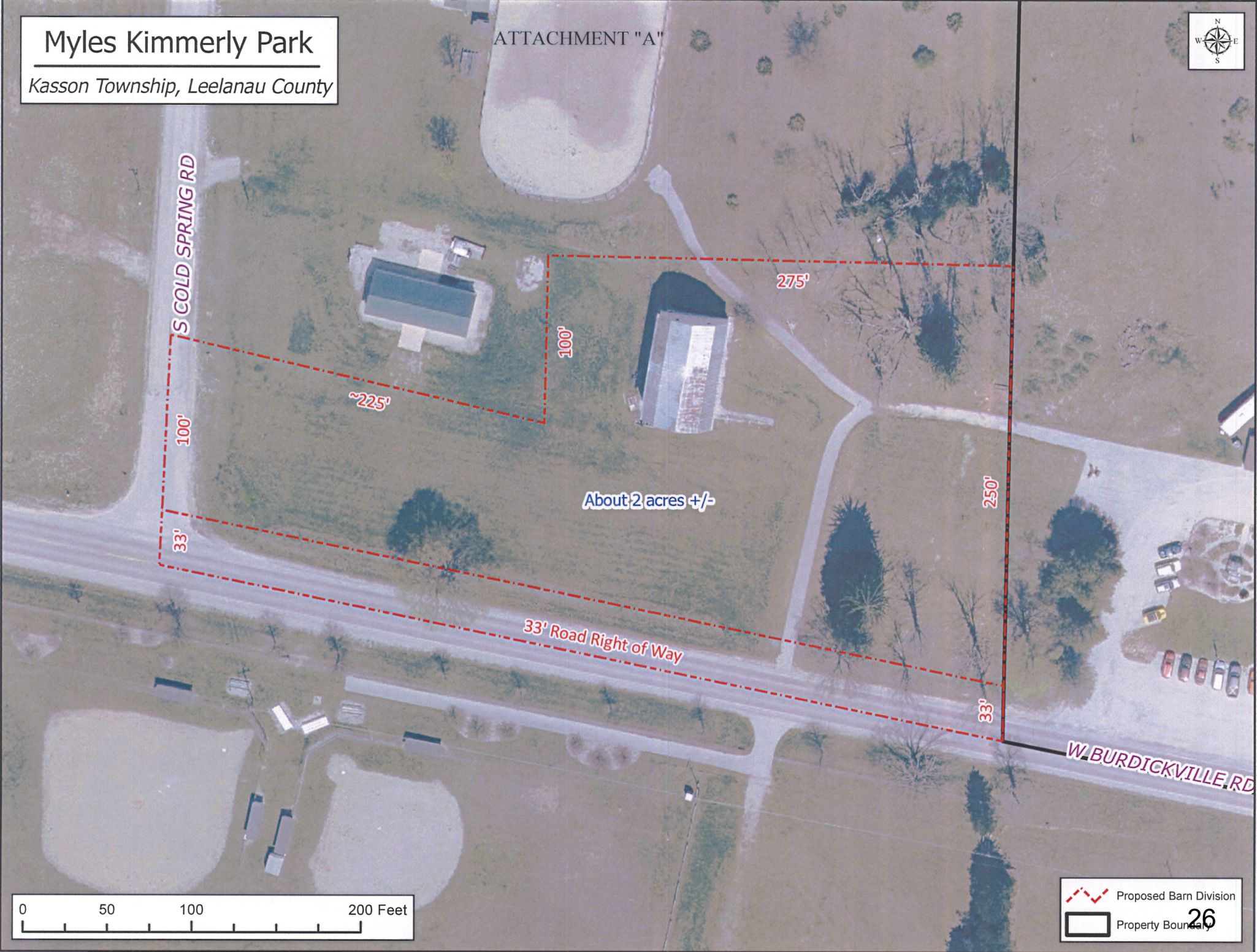
PREPARED BY:  
David G. Stoker  
Courtney A. Gabbara  
Cohl, Stoker & Toskey, P.C.  
601 North Capitol Avenue  
Lansing, Michigan 48933

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# Myles Kimmerly Park

Kasson Township, Leelanau County

ATTACHMENT "A"



About 2 acres +/-

S COLD SPRING RD

33' Road Right of Way

W BURDICKVILLE RD



Proposed Barn Division  
Property Boundary



**RECEIVED**

MAR 8 2024

LEELANAU COUNTY  
BUILDING SAFETY

**LEELANAU COUNTY DEPARTMENT OF BUILDING SAFETY**

8527 E. Government Center Dr. Suite #109

Suttons Bay, MI 49682

Phone (231) 256-9806 FAX (231) 256-8333

[buildingsafety@leelanau.gov](mailto:buildingsafety@leelanau.gov)

[leelanau.gov](http://leelanau.gov)

**CLEAR**

**CONSTRUCTION BOARD OF APPEALS APPLICATION**

APPLICANT

APPLICATION FEE: \$200.00

CK# Cash

Leelanau County Historic Preservation Society (LCHPS)

5176482933

Name \_\_\_\_\_ Telephone Number \_\_\_\_\_

1110 Burdickville Road

Street Address \_\_\_\_\_ P.O. Box \_\_\_\_\_

Maple City MI 49664

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Lessee

Interest/Relationship if other than OWNER \_\_\_\_\_

OWNER (S) IF OTHER THAN APPLICANT

Leelanau County

231256

Name \_\_\_\_\_ Telephone Number \_\_\_\_\_

8527 E Government Center Dr Suite 109

Street Address \_\_\_\_\_ P.O. Box \_\_\_\_\_

Suttons Bay MI 49682

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

LOCATION OF PROPERTY

45-007-004-013-00

Kasson

Property Tax # \_\_\_\_\_, Township \_\_\_\_\_, Leelanau County

No permit issued

PERMIT ISSUED FOR \_\_\_\_\_

No permit issued

PERMIT NUMBER \_\_\_\_\_

Asking for A-3

USE GROUP \_\_\_\_\_

CONSTRUCTION CLASSIFICATION \_\_\_\_\_

DOCUMENTATION

Provide full and complete working drawings, documentation of the proposed work, its location, the use and occupancy of all parts of the building or structure, and such additional information as may be requested by the board.

REASON FOR APPEAL

Provide a full statement of reasons for the appeal (practical difficulties or hardship which prevent you from complying with the strict letter of the Act or Building Code) and your proposed solutions. Be specific and detail with clarity the solution proposed.

List reasons for appeal: (Attach additional sheet if necessary.)

Please see sheet 1 for background information.

Please see sheet 2 for reasons for appeal

List photographs or drawings submitted. (Attach additional sheets if necessary.)

N/A

PREVIOUS APPEALS

Provide a statement of all previous Appeals involving the subject property and the actions taken. Attach copies of the Construction Board of Appeals findings.

No previous appeals

Signature of Applicant: Stephen Stier Date: 3/8/24  
Printed Name of Applicant: Stephen Stier Date: 3/8/24

Signature of Owner if other than Applicant \_\_\_\_\_ Date: \_\_\_\_\_  
Printed Name of Owner if other than Applicant \_\_\_\_\_ Date: \_\_\_\_\_

Mail the application to the following address:

Leelanau County Construction Board of Appeals  
Secretary  
c/o Leelanau County Department of Building Safety  
8527 E. Government Center Drive, Suite #109  
Suttons Bay, MI 49682

Telephone (231) 256-9806  
E-mail: buildingsafety@leelanau.gov



Back ground Information:

The Leelanau County Historic Preservation Society (LCHPS) was formed in 2017 with its first project to save the Leelanau County Poor Farm Barn. The barn is the last remaining structure of the 11-building farmstead of the Leelanau County Poor Farm from 1901 till the 1950's. LCHPS signed a 25-year lease for the barn and approximately 2 surrounding acres on 3/2/2018. This lease states in section 1-B that:

Use of the Legal Premises.

Said Leased Premises are to be used, rehabilitated, and maintained as a historical structure, including any and all activities normally incident thereto and for no other purposes except as otherwise provided in this Lease Agreement. **A six-person committee will be created to determine the specific usage of the barn and any related activities\***. Membership of this committee will be comprised of the Chairperson of the Leelanau County Parks and Recreation Commission, two members of the Myles Kimmerly Park Subcommittee, with one of the members being a County Commissioner, and the President and two members of the Leelanau County Historic Preservation Society.

Bolding added.

\*This committee was formed and has been meeting since 10/21/21 and is named the Barn Use Committee (BUC). During several meetings, many specific uses have been discussed, nearly all being educational, and of great additional value to the Myles Kimmerly Park. All of the suggested uses have required public assembly in the barn.

From the beginning of our lease, LCHPS has kept the goal of using the barn as a venue for recreational, educational and entertainment events, as we believed this would be the highest and best use of the barn to serve the citizens and visitors of the county. Plans are already in place to develop exhibits telling the story of the Leelanau County Poor

## Sheet 1A

### Back ground Information, Continued:

Farm, its service to the county, residents and supervisors, and general practices of operation.

Members of the Barn Use Committee:

Casey Noonan, Donald Frerichs, Kama Ross, Scott Bradley,  
Barbara Siepker, Laurel Jeris, Jane Kline, Andy White and Steve  
Stier.

## Sheet 2

### Reason for the appeal.

Being required to have complete working bathrooms at both upper and lower levels of the barn present practical and hardship difficulties to the lessee. None of the parks in Leelanau County have flushing bathrooms, and have at least or more visitors and activity than the Poor Farm Barn site.

The Poor Farm Barn has received a Michigan State Historic Marker, emphasizing its historic value. One of the requirements of having the marker is that its historic character be preserved. Adding flush toilets will seriously compromise the historic character.

Both LCHPS and BUC firmly believe that and equal or better form of construction is hereby proposed.

We propose that having porta-johns outside at each level of the barn will serve the public “in an equal or better form of construction” given the voluntary restrictions on use that both LCHPS and BUC intend in the use of the barn.

### These restrictions are, but not limited to:

1. Be in operation only 6 months per year (May 1<sup>st</sup> through Oct. 31<sup>st</sup>).
2. Have only six public non-profit educational events per year.
3. Limit occupancy of the barn to 100.
4. All events must be proposed and approved by BUC.
5. Events will end before sundown.
6. Members of the BUC and/or LCHPS will be onsite supervisors.
7. Allow no private events.
8. No fixed seating in the barn.
9. Only 1200 Sq. Ft. of the upper floor will be used for events.