

## Bath Township Public Library Board of Trustees

Sue Garrity, President  
Ryan Fewins-Bliss, Treasurer  
Lynn Bergen

Theresa Kidd, Vice President  
Shannon Vlastic, Secretary  
Ken Jensen

### AGENDA, APRIL 15, 2020 – 6 P.M.

Sue Garrity is inviting you to a scheduled Zoom meeting.

**Topic:** Sue Garrity's Zoom Meeting - Bath Township Public Library - 4/15/20

**Time:** Apr 15, 2020 06:00 PM Eastern Time (US and Canada)

**Join Zoom Meeting**

<https://us04web.zoom.us/j/77626789577?pwd=a295bHJDQ2FqUDJPcEFqNXF2WldCZz09>

**Meeting ID: 776 2678 9577 Password: 2017**

1. Call to Order.
2. Moment of Civic Reflection
3. Approval of the Agenda
4. Public Comment – limited to 3 minutes, on agenda items only.
5. Disclosure of Conflicts of Interest
6. Review and Approval of Minutes
7. Financial Report – Treasurer & Director
8. Director & Youth Services Reports
9. Unfinished Business - Items for Discussion
  - a. Bylaws – completed as of last meeting; are they published?
  - b. Strategic Planning
    - i. The move – meeting with Daryl Kesler
      1. Renovation & move expenses
      2. Lease presented by Kesler & attorney comments
    - ii. Donor/Fundraising Update – grants, etc.
    - iii. Library Information in surrounding public areas – on hold
  - c. Filing nomination packets for election
10. New Business - Items for Discussion
  - a. Bath Township property potentially being sold to East Lansing
  - b. How to safely open for business
11. Items for Action
12. Public Comment – Limited to 3 minutes
13. Board Member Comments
14. Adjournment

**Reminder: Next Meeting is May 20, 2020, 6 p.m.**

**Bath Township Public Library**  
Meeting Minutes

*Wednesday, February 19, 2019*

*Present:* (Board Members) Sue Garrity, Ryan Fewins-Bliss, Lynn Bergen  
(via Skype), Ken Jensen, Shannon Vlastic

Board not present: Theresa Kidd

(Library Director & staff) Kristie Reynolds

Public: Audrey Barton

*Next meeting:* Wednesday March 18, 2020 @ 6:00pm

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**I. Regular Business**

- a. Meeting called to order at 6:07pm
- b. Moment of civic reflection.
- c. Ryan moves to approve the agenda as presented, Ken 2<sup>nd</sup>, all in favor.
- d. Public comment on agenda items: none.
- e. Disclosures of conflict of interest: none.
- f. Ken moves to approve the minutes as amended (with change from .015% to 1.5% and .03% to 3% under IV, B, i) Ryan 2<sup>nd</sup>, all in favor.

**II. Financial Report**

Attached.

- a. FY2020 budget: Ryan moves to accept and Ken 2<sup>nd</sup>, all in favor.

**III. Director's & Youth Services Reports**

Attached. Art Literacy Night, March 19<sup>th</sup> from 4-7pm.

#### **IV. Unfinished Business**

- a. Bylaws; Kristie spoke with attorney and clarified article IV, Section 7 Treasurer issue. Updates are complete at this point.
- b. Strategic Planning Workshop;
  - 1. The Move; waiting for copy of preliminary lease. Kristie will share when she receives so we can discuss at our next meeting.
  - 2. Donor & Fundraising; Friends working on some potential fundraisers for new space. Kristie and Ryan working on grants.
  - 3. Library info in surrounding public areas; this will be more seriously considered as we continue into the move.

#### **V. New Business – Items for Discussion**

- a. Bath Township property potentially being sold to East Lansing. We will consider creating a resolution in support of maintaining our land in favor of also maintaining our tax and voting base. Add to next months agenda.

#### **VI. Items for Action:**

- a. None.

#### **VII. Closing**

- a. Public Comment: None.
- b. Board Comment: Ryan picked up nomination packets for those intending to run for re-election, as well as additional ones to keep here at the library for anyone interested.
- c. Ryan moves to adjourn the meeting, Ken 2<sup>nd</sup>, all in favor.

Meeting adjourned at 6:59pm

## Directors Report

- Legal & Professional
- Staffing
- Scheduling
  - I was gone overnight for the Rural Academy Conference
- Upcoming Programs
  - The ECLC is having Cookie Mouse come to the library
  - Carrie has been hosting Crafternoon on Tuesday to introduce crafting to the teens
  - Charles is running a Saturday Movie and Popcorn event
- Community outreach
  - Joined with United Way to become a Bridges Signup Point
  - Worked with a Census Staff Member to sign up recruits
- Technology
  - Installed Envisionware on the Computers, It is a print and time management system
- Policy
- Continuing Education
  - Attended the Rural Academy Program
- Projects
  - Working on Moving
- Statistics
  - Derek did not give me the statistics before the closure.

## Directors Report

- Legal & Professional
  - Discussed laying off staff members
- Staffing
  - Shae Resigned- She did not feel she was a good fit for the job
  - Laid off Alex and Derek temporarily
  - The rest of the staff is currently working on projects from home.
  - Both Alex and Charles took vacations for spring break
- Scheduling
  - With the executive order to shelter at home we closed the library on Friday, March 13<sup>th</sup> through Tuesday, April 5<sup>th</sup>, with the plan that we would continue to provide curbside service. That was discontinued a week later due to another executive order to encourage people to stay at home. It has since been expanded to April 30<sup>th</sup>
- Upcoming Programs
  - We suspended all programming
- Community outreach
  - I reached out to the Superintendent to let him know about the resources we could provide
  - I lent out the 3D printer to make face masks for essential workers
  - I increased our hoopla checkouts to help with online lending
  - I have had Carrie and Christine working on sharing links on Social Media and on the Website and we are planning on putting out a newsletter in mid-April
- Technology
  - Working on ways to serve the public through online resources
- Policy
  - Looking at creating policy for disaster situations
  - Reviewed policy for remote meetings
- Continuing Education
  - Attended several webinars on how to handle the Covid-19 Pandemic
  - Attended “coffee hours” presented by the MLA to meet with other librarians and discuss topics concerning the pandemic
  - Attended update meetings presented by the Library of Michigan about Covid-19, soft openings, legal opinions
- Projects
  - I created the annual report for 2018 and 2019
  - I am working on creating Annual Reports

## PERSONAL AND CONFIDENTIAL - Bath Library Lease

Lindsay Dangi <ldangi@mbspclaw.com>

Wed 3/25/2020 1:34 PM

To: Suzanne Garrity <sgarrity@bathtownshippubliclibrary.org>

Cc: Desiree Dimick <legal3@mbspclaw.com>

 2 attachments (60 KB)

Lease.docx; Proposed Lease Revised 2020-3-25.docx;

Sue,

Attached is the proposed lease I received. I'm sending it to you in clean copy as I received it (titled Lease) and with my markups (Proposed Lease Revised 2020-3-25).

Please review and make sure as written it contains everything that's already been negotiated with the landlord. This is the most important part of a contract – that it contains the terms of the agreement. As I wasn't involved in negotiations from the start, I can't be sure of that. I've highlighted some particular provisions that contain tenant commitments.

Specifically, please take note of Paragraph 6. They had a maximum commitment for the landlord and the library committing "a minimum" of \$65,000. My understanding was that the library had committed to a maximum of \$65,000 and my rewrite contains his change.

Also, please note paragraph 7. I added the phrase intentionally. Lots of things can happen unintentionally or that are outside of the library's control. As such, I'd feel more comfortable for liability if we were only committing to be responsible for actions that happen intentionally.

I have recommended revisions to paragraphs 14 and 15. It exempts the landlord from any liability if there's something wrong with the property. My edits would make this more favorable to the library.

Paragraph 16 is a very broad indemnity provision from the library to the landlord. I've revised this to only make the library liable for the actions of the library or its agents/employees. I also added paragraph 17 so the Landlord has the same obligations.

Paragraph 24 I recommended changes because the Landlord should not be able to recover both damages for lost rents and costs associated with reletting the premises.

I also included a new paragraph 25 regarding Landlord's default and your remedies in that case.

I also added a new paragraph 26 as they were not willing to agree to any early out from this agreement. 15 years is a long time for a lease and I certainly recommend having an out. The attorney already told me they would not agree to the 60 days, so I've arbitrarily put in 120 days notice. If this is not feasible or you'd like a different amount of time, we can do that.

Please let me know your thoughts/concerns. I am working and available. The best number to reach me is at 517-212-1855.

Lindsay N. Dangi  
Murphy & Spagnuolo, P.C.

Attorneys at Law  
2123 University Park Drive, Ste 130  
Okemos, MI 48864  
517-351-2020 Telephone  
517-351-4420 Fax

E-mails, including any attachments thereto, from this firm normally contain confidential and privileged material and may contain information protected by the attorney-client privilege or work product doctrine. If you are not the addressee, any disclosure, copying, distribution, or use of the contents of this message and any of its attachments are strictly prohibited. If you have received this message in error, please advise the sender by reply e-mail to [ldangl@mbaspclaw.com](mailto:ldangl@mbaspclaw.com), and delete this message from your system. Thank you.

## RETAIL LEASE

**THIS LEASE** is made this \_\_\_\_ day of \_\_\_\_\_, 2020 by and between Daryl L. Kesler of 14031 Webster Road, Bath, Michigan 48808, hereinafter referred to as “Landlord,” and Bath Township Public Library of 14033 Webster Road, Bath Township, Michigan 48808, hereinafter referred to as “Tenant.”

### **WITNESSETH:**

1. **PREMISES LEASED.** The Landlord does hereby lease to the Tenant, and the Tenant does hereby lease from the Landlord, for the term and under the terms and conditions herein set forth in this Lease, certain premises containing approximately 6,553 square feet located in the Bath Strip Mall, Bath Township, Michigan (the “Premises”) as more fully described in Exhibit A attached hereto. Landlord grants the Tenant a non-exclusive license during the term of this Lease to use the parking spaces located in the front of the Premises for parking for Tenant's employees and library patrons.

2. **TERM.** The term of this Lease shall be for a period of fifteen (15) years, commencing upon the earlier of the following to occur: (a) ten (10) days of the completion of “Fit Out Work” defined below; (b) occupation of the Premises by Tenant (hereinafter referred to as the “commencement date”). It is expressly acknowledged that the Tenant is relocating from other premises leased from Landlord pursuant to a lease dated October 1, 2018 (the “Prior Lease”) and that the Prior Lease shall terminate simultaneously with the commencement date. Should Tenant remain in possession of the Premises after termination of this Lease or any extension thereof, said possession will be deemed to be on a month-to-month basis under the same conditions as provided in this Lease.

3. **SECURITY DEPOSIT.** Landlord is not requiring a security deposit.

4. **RENTAL.** Tenant agrees to pay to Landlord at its office or to such other person or persons or at such other place as Landlord shall designate in writing, base rent in the following amounts on the first day of each month during the term of this Lease:

Years 1 through 5	\$3,823/month
Years 6 through 10	\$3,976/month
Years 11 through 15	\$4,135/month

5. **USE OF PREMISES.** Tenant covenants and agrees that the Premises shall be used and occupied for the operation of a public library and for no other purpose without the written consent of Landlord. Tenant shall properly comply with all laws, ordinances and lawful orders and regulations affecting the Premises and the use thereof.

6. **TENANT FIT OUT.** It is agreed that prior to the commencement date, Landlord will remodel the Premises to accommodate Tenant’s intended use of the Premises (“Fit Out Work”). The nature of the Fit Out Work to be performed shall be mutually agreed to by the parties hereto. It is acknowledged and agreed that Landlord’s share of the cost of Fit Out Work shall not exceed



\$250,000, and that any additional expense shall be borne by Tenant. Tenant has committed to contribute a minimum of \$65,000 toward Fit Out Work.

7. **CARE OF PREMISES.** Tenant shall not permit, allow or cause any act or deed to be performed or any practice to be adopted or followed in or about said Premises which shall cause or be likely to cause injury or damage to any person or to said Premises, the building in which the Premises are located or to the sidewalks and pavements adjoining the Premises. Tenant shall not permit, allow or cause any noxious, disturbing or offensive odors, fumes, gases, smoke, dust, steam, vapors or disturbing noise, sound or vibration to originate in or to be emitted from said Premises. Tenant agrees to permit no waste of the Premises, but rather to take good care of same and, upon termination of this Lease, to surrender in as good condition as at the commencement of the term, reasonable use and wear thereof excepted.

8. **HAZARDOUS SUBSTANCES.** Tenant shall not cause or permit any Hazardous Substance to be used, stored, generated, or disposed of on or in the Premises by Tenant, Tenant's agents, employees, contractors, or invitees.

9. **UTILITIES.** Tenant shall procure and shall pay the cost when due for all utilities rendered or furnished to the Premises during the term of this Lease, including water, electricity, gas, telephone, internet, waste removal and sewerage charges.

10. **SIGNS.** The cost of installing, maintaining, changing or removing any signs upon the Premises shall be borne by Tenant. Tenant shall obtain Landlord's written approval as to design, location and the manner of installation prior to placing any sign whatsoever upon the Premises which shall not be unreasonably withheld. Any signs shall comply with all requirements of appropriate governmental authority and all necessary permits or licenses required in connection therewith shall be obtained by Tenant at Tenant's sole cost and expense. Tenant shall maintain all signs in good condition and repair at all times during the term of this Lease and Tenant shall save Landlord harmless from injury to person or property arising from the erection and maintenance of said signs. Upon vacating the Premises, Tenant shall remove all signs and repair any damage caused by such removal.

11. **OPERATION AND MAINTENANCE OF COMMON AREA.**

a. **Maintenance of Common Area.** Landlord will provide lawn maintenance and snow plowing of parking lot. Sidewalk shoveling shall be the Tenant's responsibility.

b. **Use of Common Area.** Landlord grants to Tenant throughout the term of this Lease in common with others entitled to a similar use thereof, an easement for ingress and egress to the Premises and for the parking of automobiles by Tenant's employees, customers and invitees in the parking area. It is not to be construed that Landlord is leasing any specific parking area to Tenant. Tenant shall not and shall not permit its employees to use said parking areas for the storage of any automobiles, trucks or other vehicles owned or used by Tenant or its employees, except as may be approved and designated in writing by Landlord. No portion of the parking areas, sidewalks or other common areas shall be used by Tenant for any purpose whatsoever, other than pedestrian and vehicular traffic and customer parking, without prior written consent

of Landlord. Landlord reserves the right to determine from time to time how to use the parking and common area and to resolve any disputes in connection therewith, the Landlord's decision shall be final.

**12. RUBBISH CONTROL.** Tenant shall not place, store, collect or allow any trash, garbage, rubbish or waste material on the outside of the building or the Premises. Tenant shall pay for all charges for the removal of said trash, garbage, rubbish or waste material and for charges for all other services used, rendered or supplied upon or in connection with the Premises.

**13. MAINTENANCE AND REPAIR.** Landlord agrees to keep and maintain the outer walls, roof, and sidewalks of the Premises in good repair during the term of this Lease, but not the doors, door frames, window glass or window casings. Tenant shall be responsible, at its sole costs and expense, for all maintenance, repairs and replacements not expressly listed as Landlord's responsibility, including, but not limited to, heating units, air conditioning equipment, electrical fixtures and equipment, electrical installation, plumbing, plumbing equipment and fixtures, all machinery, all hardware, all interior paint or decoration of every kind. Tenant shall promptly replace all broken or damaged glass, including window glass and door glass, unless covered by Landlord's fire and extended coverage insurance. In the event Tenant fails to make any of the repairs which it is obligated to make with reasonable dispatch, Landlord shall be entitled to enter the Premises and make or cause the same to be made and the amount or amounts expended by Landlord for such repairs shall be due and payable by Tenant to Landlord as so much additional rental hereunder.

**14. PERSONAL PROPERTY AND FIXTURES.** Any and all personal property, equipment, furniture or fixtures in or upon the Premises shall be at the sole risk of Tenant. Landlord shall not be liable for damages to said personal property, equipment, furniture or fixtures.

**15. LANDLORD LIABILITY.** The Landlord shall not be responsible or liable to the Tenant for any loss or damage to Tenant or its property that may be occasioned by or through, in whole or in part, the acts or omissions of other persons or from bursting, stoppage or leaking of water, gas, storm sewer, sanitary sewer, or steam pipes, or from any interruption or cessation of any utility services to the Premises.

**16. ALTERATIONS.** No structural changes, additions or substantial alterations shall be made by Tenant without the written consent of Landlord. Tenant shall have the right, at its own cost and expense, to place or install within the Premises such fixtures, partitions, equipment and trade fixtures, together with any additional painting or minor alterations in the Premises which Tenant may find necessary and deem desirable, for all of which Landlord hereby consents. It is further covenanted and agreed that all fixtures, partitions, equipment, trade fixtures, alterations or changes installed by Tenant shall be and remain personal property, regardless of the manner of their annexation, and shall be removed by Tenant at the termination of this Lease or any extension thereof. Any damage to the Premises caused by the removal thereof shall be repaired by Tenant at the sole cost and expense of Tenant.

**17. INDEMNIFICATION OF LANDLORD.** Tenant covenants and agrees to save Landlord harmless from any liability for injuries or damages to any person or property upon or

about the Premises, in connection with Tenant's use, and agrees to procure at its own cost and expense public liability insurance for the benefit of Landlord and Tenant in the sum of One Million and No/100 (\$1,000,000.00) Dollars for damages resulting to one (1) person and One Million and No/100 (\$1,000,000.00) Dollars for damages resulting from one (1) incident and property damage in the sum of One Million and No/100 (\$1,000,000.00) Dollars. Tenant shall keep and maintain said insurance in force during the term of this Lease and shall deliver the policy or copy thereof or certificate of insurance evidencing such coverage to Landlord.

**18. DAMAGE BY FIRE OR OTHER CASUALTY.** It is understood and agreed that if the Premises are damaged or destroyed in whole or in part by fire or other casualty during the term of this Lease, the Landlord will repair and restore the same to good and tenantable condition within a reasonable time, and the rent shall abate entirely in case the entire Premises are untenable and pro rata for the portion rendered untenable, in case a part only is untenable, until the Premises shall be restored to a tenantable condition; provided, however, that if the Tenant shall fail to adjust his own insurance or to remove his damaged goods, wares, equipment or property within a reasonable time, and as a result thereof the repairing and restoration is delayed, there shall be no abatement of rental during the period of such resulting delay, and provided further that there shall be no abatement of rental if such fire or other cause damaging or destroying the Premises shall result from the negligence or willful act of the Tenant, his agents or employees, and provided further that if the Tenant shall use any part of the Premises for storage during the period of repair a reasonable charge shall be made therefor against the Tenant, and provided further that in case the Premises, or the building of which they are a part, shall be destroyed to the extent of more than twenty-five percent (25%) of the value thereof, the Landlord may at his option terminate this Lease forthwith by a written notice to the Tenant.

**19. EMINENT DOMAIN.** If twenty-five percent (25%) or more of the Premises shall be taken under the power of eminent domain, Tenant shall shave the right and option, exercisable by written notice to Landlord within thirty (30) days after such taking becomes final, to terminate and cancel this Lease. If a portion of the Premises less than that required to give Tenant the option to terminate is taken, or if Tenant does not exercise its option to terminate, then Landlord shall restore the portion that remains to a satisfactory tenantable condition, and the rent shall thereafter be reduced in proportion that the number of square feet taken bears to the total number of square feet of the Premises. Tenant shall have no right to any compensation paid for condemnation of the Premises, provided, however, Tenant does not waive the right to assistance provided by any condemning authority by law for relocation costs.

**20. RIGHT TO MORTGAGE.** Landlord reserves the right to subject and subordinate this Lease at all times to the lien of any mortgage or mortgages now or hereafter placed upon Landlord's interest in the Premises and on the land and buildings of which the Premises forms a part. The Tenant covenants and agrees to execute and deliver upon demand such further instrument or instruments subordinating this Lease to the lien of any such mortgage or mortgages as shall be desired by the Landlord and any mortgagees or proposed mortgagees.

**21. REAL ESTATE TAXES.** Landlord shall pay Real Estate Taxes levied against the Premises during the term of this Lease.

**22. PERSONAL PROPERTY TAXES.** Tenant shall pay all taxes levied against its personal property located within the Premises during the term of this Lease.

**23. COVENANT OF TITLE AND QUIET POSSESSION.** Landlord covenants that it has the right to make this Lease for the term aforesaid and that it will put Tenant into possession of the Premises, free from all encumbrances, liens or defects in the title, for the full term of this Lease. Landlord warrants that Tenant, upon making the payments and performing and keeping the other covenants and agreements of this Lease on its part to be kept and performed, shall have quiet and peaceful possession of the Premises during the term of this Lease.

**24. DEFAULT.** If Tenant shall abandon or vacate the Premises; or if Tenant defaults in the payment of any installment of rent or in the timely payment of any other amount required to be paid under the terms of this Lease; or if Tenant defaults in the observance or performance of any of Tenant's other covenants, agreements or obligations under this Lease; or if any proceedings are commenced by or against Tenant for the purpose of subjecting the assets of Tenant to any claims relating to bankruptcy or insolvency or for an appointment of a receiver of Tenant or any of Tenant's assets; and, in any such event, Tenant shall fail to remedy any such default within seven (7) days after the receipt by Tenant of written notice from Landlord, then Landlord may without process reenter immediately into the Premises with or without affecting a termination of this Lease and, at Landlord's option, may remove the Tenant from the Premises. Removal of the Tenant from the Premises or any other action of the Landlord shall not constitute an acceptance or surrender by the Landlord unless Landlord so agrees in writing. In case of any such reentry or termination, Tenant will indemnify the Landlord against all loss of rent or further damages which it may incur by reason of such reentry or termination during the remaining term of this Lease, including any costs of alterations or repairs deemed by Landlord as necessary to relet the Premises and the expense of any reletting, including leasing commissions, and all reasonable attorney fees and costs incurred in enforcing this Lease and reletting the Premises. Tenant expressly agrees that the time for providing notice of intention to terminate this Lease shall be seven (7) days. Notwithstanding anything herein contained to the contrary, Landlord shall not be deemed to have waived in any way any claims for damages which Landlord might have against Tenant by reason of such default and dispossession and/or termination, including loss of rentals for the remaining term of the Lease and damages caused from Tenant's failure to otherwise perform the covenants and obligations provided in this Lease during the remaining term of the Lease. In the event Landlord shall be required to undertake any action to enforce this Lease which does not result in termination of the Lease, Tenant shall, in addition to paying all amounts required to cure any such default, pay all costs and reasonable attorney fees incurred by Landlord in enforcing the Lease. Notwithstanding anything contained herein to the contrary, Landlord reserves the right to exercise any remedies provided by law in the case of a default by Tenant.

**25. RIGHT TO EXAMINE PREMISES.** Tenant agrees to allow Landlord, its agents and representatives, free access to the Premises during reasonable hours for the purpose of examining same; and during the period of three (3) months previous to the expiration of the term of this Lease to exhibit same to prospective tenants and display in and about the Premises and in the windows thereof the usual and ordinary "For Lease" signs.

26. **PROPER NOTICES.** All notices required or permitted under this Lease shall be deemed to be properly served if hand-delivered or sent by registered mail to the last address previously furnished by the parties hereto.

27. **WAIVER.** The failure of Landlord to insist upon strict performance of any of the covenants or conditions of this Lease or to exercise any option herein conferred in any of one or more instances, shall not be construed as a waiver or relinquishment of any such covenants, conditions or options, but the same shall be and remain in full force and effect. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent. No covenant, term or condition of this Lease shall be deemed to have been waived by Landlord, unless such waiver be in writing by Landlord.

28. **ASSIGNMENT.** The Tenant covenants not to assign or transfer this Lease or hypothecate or mortgage the same or sublet the Premises or any part thereof without the written consent of the Landlord in its sole discretion.

29. **ENTIRE AGREEMENT.** This Lease and the exhibits and addenda, if any, attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between Landlord and Tenant other than is set forth herein. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by the parties hereto.

30. **FORCE MAJEURE.** In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, civil disturbances, picketing, demonstrations, insurrection, war or other reasons of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such act shall be excused for the period of the delay and the period equivalent to the period of such delay. The provisions of this section shall not operate to excuse Tenant from prompt payment of rental or any other payments required by the terms of this Lease.

**IN WITNESS WHEREOF**, the parties hereto have caused this Lease to be signed in their respective names by their respective officers the day and year first above written.

Bath Township Public Library

\_\_\_\_\_  
Daryl L. Kesler

By: \_\_\_\_\_

Its: \_\_\_\_\_

## **EXHIBIT A**

**RETAIL LEASE**

**THIS LEASE** is made this \_\_\_\_ day of \_\_\_\_\_, 2020 by and between Daryl L. Kesler of 14031 Webster Road, Bath, Michigan 48808, hereinafter referred to as “Landlord,” and Bath Township Public Library of 14033 Webster Road, Bath Township, Michigan 48808, hereinafter referred to as “Tenant.”

**WITNESSETH:**

1. **PREMISES LEASED.** The Landlord does hereby lease to the Tenant, and the Tenant does hereby lease from the Landlord, for the term and under the terms and conditions herein set forth in this Lease, certain premises containing approximately 6,553 square feet located in the Bath Strip Mall, Bath Township, Michigan (the “Premises”) as more fully described in Exhibit A attached hereto. Landlord grants the Tenant a non-exclusive license during the term of this Lease to use the parking spaces located in the front of the Premises for parking for Tenant's employees and library patrons.
2. **TERM.** The term of this Lease shall be for a period of fifteen (15) years, commencing upon the earlier of the following to occur: (a) ten (10) days of the completion of “Fit Out Work” defined below; (b) occupation of the Premises by Tenant (hereinafter referred to as the “commencement date”). It is expressly acknowledged that the Tenant is relocating from other premises leased from Landlord pursuant to a lease dated October 1, 2018 (the “Prior Lease”) and that the Prior Lease shall terminate simultaneously with the commencement date. Should Tenant remain in possession of the Premises after termination of this Lease or any extension thereof, said possession will be deemed to be on a month-to-month basis under the same conditions as provided in this Lease.
3. **SECURITY DEPOSIT.** Landlord is not requiring a security deposit.
4. **RENTAL.** Tenant agrees to pay to Landlord at its office or to such other person or persons or at such other place as Landlord shall designate in writing, base rent in the following amounts on the first day of each month during the term of this Lease:  

Years 1 through 5	\$3,823/month
Years 6 through 10	\$3,976/month
Years 11 through 15	\$4,135/month
5. **USE OF PREMISES.** Tenant covenants and agrees that the Premises shall be used and occupied for the operation of a public library and for no other purpose without the written consent of Landlord. Tenant shall properly comply with all laws, ordinances and lawful orders and regulations affecting the Premises and the use thereof.
6. **TENANT FIT OUT.** It is agreed that prior to the commencement date, Landlord will remodel the Premises to accommodate Tenant’s intended use of the Premises (“Fit Out Work”). The nature of the Fit Out Work to be performed shall be mutually agreed to by the parties hereto. Landlord shall be responsible for all costs associated with the Fit Out Work except that it is

~~acknowledged and agreed that Landlord's share of the cost of Fit Out Work shall not exceed \$250,000, and that any additional expense shall be borne by Tenant.~~ Tenant has committed to contribute ~~a minimum of~~ \$65,000 toward Fit Out Work.

7. **CARE OF PREMISES.** Tenant shall not permit ~~nor intentionally~~, allow or cause any act or deed to be performed or any practice to be adopted or followed in or about said Premises which shall cause or be likely to cause injury or damage to any person or to said Premises, the building in which the Premises are located or to the sidewalks and pavements adjoining the Premises. Tenant shall not permit ~~nor intentionally~~; allow or cause any noxious, disturbing or offensive odors, fumes, gases, smoke, dust, steam, vapors or disturbing noise, sound or vibration to originate in or to be emitted from said Premises. Tenant agrees to permit no waste of the Premises, but rather to take good care of same and, upon termination of this Lease, to surrender in as good condition as at the commencement of the term, reasonable use and wear thereof excepted.

8. **HAZARDOUS SUBSTANCES.** Tenant shall not cause or permit any Hazardous Substance to be used, stored, generated, or disposed of on or in the Premises by Tenant, Tenant's agents, employees, contractors, or invitees during the term of this lease. Tenant shall not be responsible for any such materials which were already on the premises upon commencement of this Lease.

9. **UTILITIES.** Tenant shall procure and shall pay the cost when due for all utilities rendered or furnished to the Premises during the term of this Lease, including water, electricity, gas, telephone, internet, waste removal and sewerage charges.

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10. **SIGNS.** The cost of installing, maintaining, changing or removing any signs upon the Premises shall be borne by Tenant. Tenant shall obtain Landlord's written approval as to design, location and the manner of installation prior to placing any sign whatsoever upon the Premises which shall not be unreasonably withheld. Any signs shall comply with all requirements of appropriate governmental authority and all necessary permits or licenses required in connection therewith shall be obtained by Tenant at Tenant's sole cost and expense. Tenant shall maintain all signs in good condition and repair at all times during the term of this Lease and Tenant shall save Landlord harmless from injury to person or property arising from the erection and maintenance of said signs. Upon vacating the Premises, Tenant shall remove all signs and repair any damage caused by such removal.

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11. **OPERATION AND MAINTENANCE OF COMMON AREA.**

a. **Maintenance of Common Area.** Landlord will provide lawn maintenance and snow plowing of parking lot. Sidewalk shoveling shall be the Tenant's responsibility.

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b. **Use of Common Area.** Landlord grants to Tenant throughout the term of this Lease in common with others entitled to a similar use thereof, an easement for ingress and egress to the Premises and for the parking of automobiles by Tenant's employees, customers and invitees in the parking area. It is not to be construed that Landlord is leasing any specific parking area to Tenant. Tenant shall not and shall not permit its employees to use said parking areas for the storage of any automobiles, trucks or



other vehicles owned or used by Tenant or its employees, except as may be approved and designated in writing by Landlord. No portion of the parking areas, sidewalks or other common areas shall be used by Tenant for any purpose whatsoever, other than pedestrian and vehicular traffic and customer parking, without prior written consent of Landlord. Landlord reserves the right to determine from time to time how to use the parking and common area and to resolve any disputes in connection therewith, the Landlord's decision shall be final.

**12. RUBBISH CONTROL.** Tenant shall not place, store, collect or allow any trash, garbage, rubbish or waste material on the outside of the building or the Premises. Tenant shall pay for all charges for the removal of said trash, garbage, rubbish or waste material and for charges for all other services used, rendered or supplied upon or in connection with the Premises.

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**13. MAINTENANCE AND REPAIR.** Landlord agrees to keep and maintain the outer walls, roof, heating units, air conditioning equipment, and sidewalks of the Premises in good repair during the term of this Lease, but not the doors, door frames, window glass or window casings. Tenant shall be responsible, at its sole costs and expense, for all maintenance, repairs and replacements not expressly listed as Landlord's responsibility, including, but not limited to, heating units, air conditioning equipment, electrical fixtures and equipment, electrical installation, plumbing, plumbing equipment and fixtures, all machinery, all hardware, all interior paint or decoration of every kind. Tenant shall promptly replace all broken or damaged glass, including window glass and door glass, unless covered by Landlord's fire and extended coverage insurance. In the event Tenant fails to make any of the repairs which it is obligated to make with reasonable dispatch, Landlord shall be entitled to enter the Premises and make or cause the same to be made and the amount or amounts expended by Landlord for such repairs shall be due and payable by Tenant to Landlord as so much additional rental hereunder.

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**14. PERSONAL PROPERTY AND FIXTURES.** Any and all personal property, equipment, furniture or fixtures in or upon the Premises shall be at the sole risk of Tenant. Landlord shall not be liable for damages to said personal property, equipment, furniture or fixtures, unless such damage was caused by Landlord or its agent's intentionally wrongful or negligent acts.-

~~**15. LANDLORD LIABILITY.** The Landlord shall not be responsible or liable to the Tenant for any loss or damage to Tenant or its property that may be occasioned by or through, in whole or in part, the acts or omissions of other persons or from bursting, stoppage or leaking of water, gas, storm sewer, sanitary sewer, or steam pipes, or from any interruption or cessation of any utility services to the Premises.~~

**16.15. ALTERATIONS.** No structural changes, additions or substantial alterations shall be made by Tenant without the written consent of Landlord. Tenant shall have the right, at its own cost and expense, to place or install within the Premises such fixtures, partitions, equipment and trade fixtures, together with any additional painting or minor alterations in the Premises which Tenant may find necessary and deem desirable, for all of which Landlord hereby consents. It is further covenanted and agreed that all fixtures, partitions, equipment, trade fixtures, alterations or changes installed by Tenant shall be and remain personal property, regardless of the manner of their annexation, and shall be removed by Tenant at the termination of this Lease or any

extension thereof. Any damage to the Premises caused by the removal thereof shall be repaired by Tenant at the sole cost and expense of Tenant.

**17.16. INDEMNIFICATION OF LANDLORD.** Tenant covenants and agrees to save Landlord harmless from any liability for injuries or damages to any person or property upon or about the Premises, ~~in connection with Tenant's use~~ if any such injury or damage arises from the negligent or intentionally wrongful actions of Tenant or its employees or agents or Tenant's breach of this Lease, and agrees to procure at its own cost and expense public liability insurance for the benefit of Landlord and Tenant in the sum of One Million and No/100 (\$1,000,000.00) Dollars for damages resulting to one (1) person and One Million and No/100 (\$1,000,000.00) Dollars for damages resulting from one (1) incident and property damage in the sum of One Million and No/100 (\$1,000,000.00) Dollars. Tenant shall keep and maintain said insurance in force during the term of this Lease and shall deliver the policy or copy thereof or certificate of insurance evidencing such coverage to Landlord.

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**17. INDEMNIFICATION OF TENANT.** Landlord covenants and agrees to save Tenant harmless from any liability for injuries or damages to any person or property upon or about the Premises, if any such injury or damage arises from the negligent or intentionally wrongful actions of Landlord or its employees or agents or Landlord's breach of this Lease, and agrees to procure at its own cost and expense public liability insurance for the benefit of Landlord and Tenant in the sum of One Million and No/100 (\$1,000,000.00) Dollars for damages resulting to one (1) person and One Million and No/100 (\$1,000,000.00) Dollars for damages resulting from one (1) incident and property damage in the sum of One Million and No/100 (\$1,000,000.00) Dollars. Landlord shall keep and maintain said insurance in force during the term of this Lease and shall deliver the policy or copy thereof or certificate of insurance evidencing such coverage to Tenant.

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**18. DAMAGE BY FIRE OR OTHER CASUALTY.** It is understood and agreed that if the Premises are damaged or destroyed in whole or in part by fire or other casualty during the term of this Lease, the Landlord will repair and restore the same to good and tenable condition within a reasonable time, and the rent shall abate entirely in case the entire Premises are untenable and pro rata for the portion rendered untenable, in case a part only is untenable, until the Premises shall be restored to a tenable condition; provided, however, that if the Tenant shall fail to adjust his own insurance or to remove his damaged goods, wares, equipment or property within a reasonable time, and as a result thereof the repairing and restoration is delayed, there shall be no abatement of rental during the period of such resulting delay, and provided further that there shall be no abatement of rental if such fire or other cause damaging or destroying the Premises shall result from the negligence or willful act of the Tenant, ~~its~~ his agents or employees, and provided further that if the Tenant shall use any part of the Premises for storage during the period of repair a reasonable charge shall be made therefor against the Tenant, and provided further that in case the Premises, or the building of which they are a part, shall be destroyed to the extent of more than twenty-five percent (25%) of the value thereof, the Landlord may at his option terminate this Lease forthwith by a written notice to the Tenant.

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**19. EMINENT DOMAIN.** If twenty-five percent (25%) or more of the Premises shall be taken under the power of eminent domain, Tenant shall have the right and option, exercisable

by written notice to Landlord within thirty (30) days after such taking becomes final, to terminate and cancel this Lease. If a portion of the Premises less than that required to give Tenant the option to terminate is taken, or if Tenant does not exercise its option to terminate, then Landlord shall restore the portion that remains to a satisfactory tenable condition, and the rent shall thereafter be reduced in proportion that the number of square feet taken bears to the total number of square feet of the Premises. Tenant shall have no right to any compensation paid for condemnation of the Premises, provided, however, Tenant does not waive the right to assistance provided by any condemning authority by law for relocation costs.

**20. RIGHT TO MORTGAGE.** Landlord reserves the right to subject and subordinate this Lease at all times to the lien of any mortgage or mortgages now or hereafter placed upon Landlord's interest in the Premises and on the land and buildings of which the Premises forms a part. The Tenant covenants and agrees to execute and deliver upon demand such further instrument or instruments subordinating this Lease to the lien of any such mortgage or mortgages as shall be desired by the Landlord and any mortgagees or proposed mortgagees.

**21. REAL ESTATE TAXES.** Landlord shall pay Real Estate Taxes levied against the Premises during the term of this Lease.

**22. PERSONAL PROPERTY TAXES.** Tenant shall pay all taxes levied against its personal property located within the Premises during the term of this Lease.

**23. COVENANT OF TITLE AND QUIET POSSESSION.** Landlord covenants that it has the right to make this Lease for the term aforesaid and that it will put Tenant into possession of the Premises, free from all encumbrances, liens or defects in the title, for the full term of this Lease. Landlord warrants that Tenant, upon making the payments and performing and keeping the other covenants and agreements of this Lease on its part to be kept and performed, shall have quiet and peaceful possession of the Premises during the term of this Lease.

**24. TENANT DEFAULT.** If Tenant shall abandon or vacate the Premises; or if Tenant defaults in the payment of any installment of rent or in the timely payment of any other amount required to be paid under the terms of this Lease; or if Tenant defaults in the observance or performance of any of Tenant's other covenants, agreements or obligations under this Lease; or if any proceedings are commenced by or against Tenant for the purpose of subjecting the assets of Tenant to any claims relating to bankruptcy or insolvency or for an appointment of a receiver of Tenant or any of Tenant's assets; and, in any such event, Tenant shall fail to remedy any such default within seven (7) days after the receipt by Tenant of written notice from Landlord, then Landlord may without process reenter immediately into the Premises with or without affecting a termination of this Lease and, at Landlord's option, may remove the Tenant from the Premises. Removal of the Tenant from the Premises or any other action of the Landlord shall not constitute an acceptance or surrender by the Landlord unless Landlord so agrees in writing. In case of any such reentry or termination, Tenant will indemnify the Landlord against all loss of rent or ~~further other reasonable~~ damages which it may incur by reason of such reentry or termination during the remaining term of this Lease, ~~including any costs of alterations or repairs deemed by Landlord as necessary to relet the Premises and the expense of any reletting, including leasing commissions,~~ and all reasonable attorney fees and costs incurred in enforcing this Lease ~~and reletting the Premises. Tenant expressly agrees that the time for providing notice of intention to terminate~~

~~this Lease shall be seven (7) days.~~ Notwithstanding anything herein contained to the contrary, Landlord shall not be deemed to have waived in any way any claims for damages which Landlord might have against Tenant by reason of such default and dispossession and/or termination, including loss of rentals for the remaining term of the Lease and damages caused from Tenant's failure to otherwise perform the covenants and obligations provided in this Lease during the remaining term of the Lease. In the event Landlord shall be required to undertake any action to enforce this Lease which does not result in termination of the Lease, Tenant shall, in addition to paying all amounts required to cure any such default, pay all costs and reasonable attorney fees incurred by Landlord in enforcing the Lease. Notwithstanding anything contained herein to the contrary, Landlord reserves the right to exercise any remedies provided by law in the case of a default by Tenant.

**25. LANDLORD DEFAULT.** If Landlord defaults in the observance or performance of any of its covenants, agreements or obligations under this Lease, including if Landlord shall enter into any kind of bankruptcy or insolvency proceedings or for an appointment of a receiver of Landlord or any of Landlord's assets; and, in any such event, Landlord shall fail to remedy any such default within seven (7) days after the receipt by Landlord of written notice from Tenant, then Tenant shall have the right, at its option and within its sole discretion, to immediately terminate this lease without any further obligation to Landlord. In such event, Landlord will indemnify the Tenant against all loss of rent or other reasonable damages which it may incur as a result of Landlord's default and all reasonable attorney fees and costs incurred in enforcing this Lease. Notwithstanding anything herein contained to the contrary, Tenant shall not be deemed to have waived in any way any claims for damages which Tenant might have against Landlord by reason of such default. In the event Tenant shall be required to undertake any action to enforce this Lease which does not result in termination of the Lease, Landlord shall, in addition to paying all amounts required to cure any such default, pay all costs and reasonable attorney fees incurred by Tenant in enforcing the Lease. Notwithstanding anything contained herein to the contrary, Tenant reserves the right to exercise any remedies provided by law in the case of a default by Landlord.

**26. RELOCATION/TERMINATION.** In the event Tenant is required to close its library, cease its operations, or relocate due to budget and finance issues or constraints or for any other reason, Tenant shall be permitted to terminate this Lease with one hundred twenty (120) days prior notice to Landlord.

~~25.~~**27. RIGHT TO EXAMINE PREMISES.** Tenant agrees to allow Landlord, its agents and representatives, free access to the Premises during reasonable hours for the purpose of examining same; and during the period of three (3) months previous to the expiration of the term of this Lease to exhibit same to prospective tenants and display in and about the Premises and in the windows thereof the usual and ordinary "For Lease" signs.

~~26.~~**28. PROPER NOTICES.** All notices required or permitted under this Lease shall be deemed to be properly served if hand-delivered or sent by registered mail to the last address previously furnished by the parties hereto.

~~27.~~**29. WAIVER.** The failure of Landlord or Tenant to insist upon strict performance of any of the covenants or conditions of this Lease or to exercise any option herein conferred in any of one

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or more instances, shall not be construed as a waiver or relinquishment of any such covenants, conditions or options, but the same shall be and remain in full force and effect. The subsequent acceptance of rent hereunder by Landlord or continued payment of rent by Tenant shall not be deemed to be a waiver of any preceding breach by Tenant/Landlord of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent. No covenant, term or condition of this Lease shall be deemed to have been waived by Landlord or Tenant, unless such waiver be in writing by Landlord or Tenant.

**28.30. ASSIGNMENT.** The Tenant covenants not to assign or transfer this Lease or hypothecate or mortgage the same or sublet the Premises or any part thereof without the written consent of the Landlord in its sole discretion.

**29.31. ENTIRE AGREEMENT.** This Lease and the exhibits and addenda, if any, attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between Landlord and Tenant other than is set forth herein. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by the parties hereto.

**30.32. FORCE MAJEURE.** In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws, orders, or regulations, riots, civil disturbances, picketing, demonstrations, insurrection, war or other reasons of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such act shall be excused for the period of the delay and the period equivalent to the period of such delay. The provisions of this section shall not operate to excuse Tenant from prompt payment of rental or any other payments required by the terms of this Lease.

**IN WITNESS WHEREOF**, the parties hereto have caused this Lease to be signed in their respective names by their respective officers the day and year first above written.

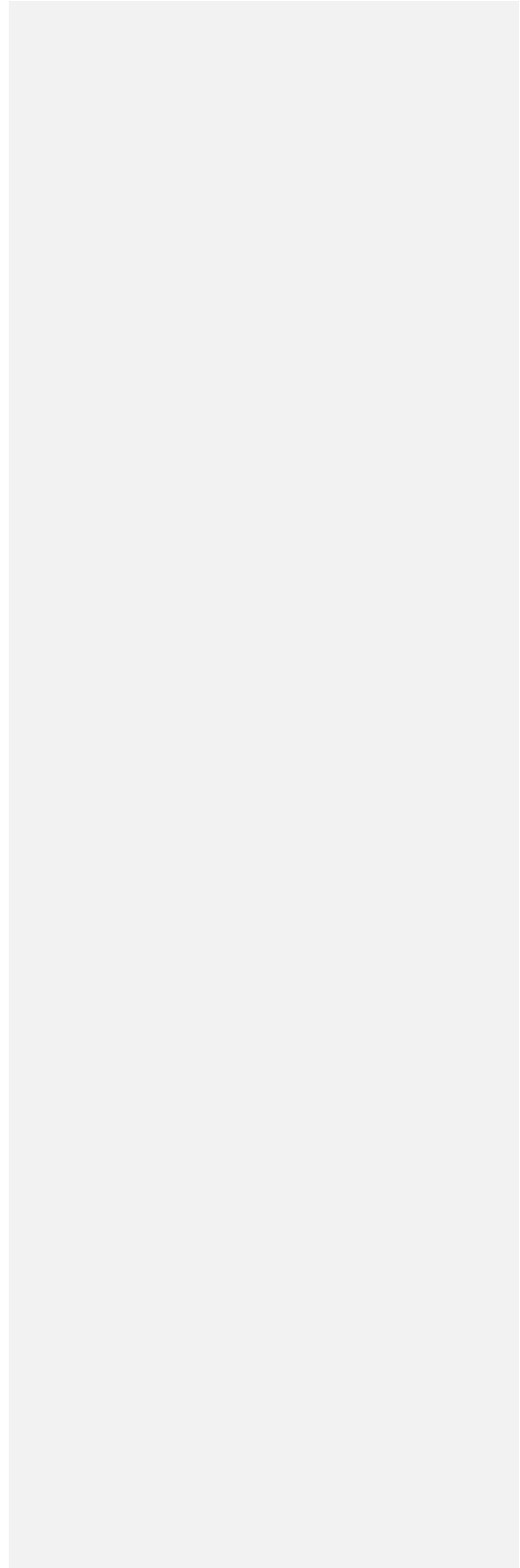
Bath Township Public Library

\_\_\_\_\_  
Daryl L. Kesler

By: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT A**



## Running for Bath Public Library Board of Trustees

Karen Hildebrant <KHildebrant@bathtownship.us>

Mon 4/13/2020 1:00 PM

To: Suzanne Garrity <sgarrity@bathtownshippubliclibrary.org>; Theresa Kidd <tkidd@bathtownshippubliclibrary.org>; Lynn Bergen <lbergen@bathtownshippubliclibrary.org>; Shannon Vlasic <svlasic@bathtownshippubliclibrary.org>; Ryan Fewins-Bliss <rfewins-bliss@bathtownshippubliclibrary.org>; Ken Jensen <kjensen@bathtownshippubliclibrary.org>

Cc: Brenda Challenger <bchallender@bathtownship.us>; Kathleen McQueen <kmcqueen@bathtownship.us>; Kristie Reynolds <kreynolds@bathtownshippubliclibrary.org>

Good Afternoon!

As a result of COVID-19, the Bath Township Administrative Offices are closed to the general public at this time.

However, if you are planning to run for office, including the Board of Trustees of the Bath Township Public Library, you can make an appointment to obtain or file your paperwork.

**The deadline to file for office is TUESDAY, APRIL 21, 2020 BY 4:00 P.M. in the Township Clerk's Office, 14480 Webster Rd, Bath Twp, MI 48808.**

You can make an appointment by emailing Township Clerk Kathleen McQueen at [kmcqueen@bathtownship.us](mailto:kmcqueen@bathtownship.us) or Township Deputy Clerk Brenda Challenger at [bchallender@bathtownship.us](mailto:bchallender@bathtownship.us)

Both the Clerk and Deputy Clerk are copied on this email.

As we are not regularly checking the Township general voicemail, this is not the best option for questions/appointments.

If you have any questions, please let me know.

**Karen Hildebrant, Superintendent**

Bath Charter Township | 14480 Webster Road | Bath, Michigan 48808

Office: 517-641-6728 | Mobile: 517-643-0224 | Fax: 517-641-4170