

## 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, SEPTEMBER 4, 2018 – 6 P.M.

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
8. Director’s Report – (attached with breakout below)
9. Unfinished Business
  - a. Items for Discussion
    - i. Ongoing review of policy and employee manual – next steps
    - ii. Technology - Replace server, new phone system
    - iii. Renegotiation of lease – review ongoing – copy attached
    - iv. Meeting with architects for quotes – copies will be supplied at meeting
    - v. Community Exposure - Open House, Community Picnic, Township Board Meeting
    - vi. Interviews for potential new staff members
    - vii. Logo and sign replacements
    - viii. AED and safety security issues
  - b. Items for Action (need a vote)
    - i. Lease – if vote is necessary
10. New Business
  - a. Items for Discussion
    - i. Meeting schedule for rest of 2017 and 2018
  - b. Items for Action
    - i. Upcoming meeting schedule
11. Public Comment – Limited to 3 minutes
12. Board Member Comments
13. Adjournment

**Bath Township Public Library**  
Meeting Minutes

*Tuesday, August 7, 2018; meeting called to order at 6:00pm*

*Present:* (Board Members) Sue Garrity, Lynn Bergen, Ken Jensen,  
Shannon Vlastic, Theresa Kidd, (Ryan Fewins-Bliss absent with  
notice)

(Librarian) Kristie Reynolds

(Public) Derek Barth, Alex Suarez, Dan Vlastic, Elizabeth Evans

*Next meeting:* Tuesday, September 04, 2018 @ 6:00pm.

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**I. Regular Business**

- a. Moment of civic reflection.
- b. Shannon moves to approve the agenda as presented, Theresa 2<sup>nd</sup>, all in favor.
- c. Public comment on agenda items: none.
- d. Disclosures of conflict of interest: none.
- e. Lynn moves to approve meeting minutes from last meeting as amended (Lynn moved at Theresa 2<sup>nd</sup> under item 1b.), Theresa 2<sup>nd</sup>, all in favor.

**II. Financial Report**

Ryan is an excused absence; the financial report will come at the next meeting.

**III. Librarian Report**

Correction to last week's minutes. Kristie mis-stated info regarding the visiting library issue. Visiting library refers to MEL, not OUR cards. Librarian's report is attached.

#### IV. Discussion

- a. Policy & Procedure – In the works! Changes to draft have been made, but work on this is ongoing.
- b. Technology Rollout – Changes and updates will happen during closed hours on Thursday.
- c. Re-negotiation of lease; meeting is re-scheduled to later this week.
- d. Architect Fishbeck is dragging feet. Kesler's have an architect that they use and are willing to connect us with. Bill Arens at Arens Architecture is very interested. The bidding process to use him is about \$10,000. Potential build may be around \$100,000k if we decide to go with Arens. Ongoing.
- e. Healthcare: United and Blue Cross & Blue Shield. Similar plans. Kristie suggests beginning healthcare on January 1, 2019 for budgetary purposes. MLA's policies come out on August 10<sup>th</sup>. Waiting to see what MLA's plans include and what the prices will look like.
- f. CPR / AED: insurance states that this will not change rates. Looking into grants for the cost of the AED equipment.
- g. Mental Health Training: Looking at doing staff in service once new staff is hired.
- h. Open house date: Thursday August 23<sup>rd</sup>. We need to plan food, décor etc... Sue has lists of donors, teachers, and Friends members. Alex will email and post on twitter. Kristie will post on facebook page. We will plan on 100 people. Shannon will get a cake from Aunt Bee's Cakes (her mom!) Check on coffee from Dunkin Donuts or Tim Horton's as prices include all creamer, sugar and cups.
- i. Logo: New draft presented. Logo may be able to be put on a cake. Kristie will verify with creator.

## **V. New Business**

- a. 1,000 Books Before Kindergarten: Parents sign children up. After every 100 books, children get a small prize. A larger prize at 1,000 books read. RESA funds everything, we just need to put it together. RESA even has an app for this. Kristie and Alex are working on this. Advertise at open house!
- b. Transition to new phone system: Should happen in next couple of weeks. Will be VOIP (Voice Over IP.) This will also work for fax line and should greatly reduce phone expenses. Will also have new phones with multiple lines.
- c. Positions: Resumes received prior to August 22<sup>nd</sup> will have priority. Kristie plans to interview with Derek and Alex as a team. Kristie will meet with Ryan re: salary considerations. Kristie would also like to hire an on-call handyman. Shannon's husband and Theresa's husband may be interested in this.

## **VI. Action**

- a. None.

## **VII. Closing**

- a. Public Comment: None.
- b. Board Comment: None.
- c. Theresa moves to adjourn the meeting, Lynn 2<sup>nd</sup>, all in favor.

Meeting adjourned at 6:55pm.

(Only one meeting scheduled for September- September 4<sup>th</sup>.)

# Bath Township Public Library

## BUDGET VS. ACTUALS: BTPL 2018 BUDGET - FY18 P&L

December 2017 - December 2018

	TOTAL			
	ACTUAL	BUDGET	REMAINING	% OF BUDGET
<b>Income</b>				
Donation	529.41	5,000.00	4,470.59	10.59 %
Grant Income		5,000.00	5,000.00	
Miscellaneous	0.00		0.00	
Penal Fines	60,065.35	55,000.00	-5,065.35	109.21 %
Service Fees	553.15		-553.15	
Tax Revenue	276,344.07	275,000.00	-1,344.07	100.49 %
<b>Total Income</b>	<b>\$337,491.98</b>	<b>\$340,000.00</b>	<b>\$2,508.02</b>	<b>99.26 %</b>
<b>GROSS PROFIT</b>	<b>\$337,491.98</b>	<b>\$340,000.00</b>	<b>\$2,508.02</b>	<b>99.26 %</b>
<b>Expenses</b>				
Advertising & Marketing	225.25	2,500.00	2,274.75	9.01 %
Capital Expenses		10,000.00	10,000.00	
Collection Acquisitions	4,126.00	37,000.00	32,874.00	11.15 %
Contractual Services	26,426.51	10,000.00	-16,426.51	264.27 %
Insurance	2,876.00	8,000.00	5,124.00	35.95 %
Legal & Professional Services	1,110.00	20,000.00	18,890.00	5.55 %
Library Programming	223.17	6,000.00	5,776.83	3.72 %
Membership	3,014.83	4,500.00	1,485.17	67.00 %
Miscellaneous Expense	101.69	532.00	430.31	19.11 %
Office Supplies & Software	4,354.87	5,500.00	1,145.13	79.18 %
Payroll	20,751.72	88,375.00	67,623.28	23.48 %
Payroll Taxes/Benefits	6,413.73	21,793.00	15,379.27	29.43 %
Professional Development	170.00	1,500.00	1,330.00	11.33 %
Rent & Lease	6,722.96	10,000.00	3,277.04	67.23 %
Repairs & Maintenance	1,608.48	3,000.00	1,391.52	53.62 %
Subscriptions	123.97	19,000.00	18,876.03	0.65 %
Taxes & Licenses	0.00		0.00	
Technology	9,363.14	10,000.00	636.86	93.63 %
Travel	283.70		-283.70	
Utilities & Internet	4,492.15	7,300.00	2,807.85	61.54 %
<b>Total Expenses</b>	<b>\$92,388.17</b>	<b>\$265,000.00</b>	<b>\$172,611.83</b>	<b>34.86 %</b>
<b>NET OPERATING INCOME</b>	<b>\$245,103.81</b>	<b>\$75,000.00</b>	<b>\$ -170,103.81</b>	<b>326.81 %</b>
<b>NET INCOME</b>	<b>\$245,103.81</b>	<b>\$75,000.00</b>	<b>\$ -170,103.81</b>	<b>326.81 %</b>

Directors Report  
September 4<sup>th</sup>, 2018

I started the month by attending a Disney workshop on customer service. This was a wonderful event that taught about the process of teaching customer service. I came home with a workbook and a head full of ideas.

Next up was Bath Days. We held a special event for children to make mini bath tub racers that was very popular.

I attended the Township Board of Trustee meeting to introduce myself. I was positively received.

Story time continues to be popular Friday event.

We posted the position for the Youth Librarian and a Part-time clerk. We had 8 apply to the youth librarian position and are interviewing 5. We had 5 completed applications for the part-time clerk and are planning on interviewing at least 3 next week.

The server is being installed and the information is migrated over. We are just waiting to see if any problems pop up before we close out the ticket.

We have new phones through Verizon and are working on getting them up and running. Currently, we have one phone because they ordered the wrong type of phone for my office.

Alex and I are updating the events flyer. We are changing the layout and covering a longer period.

We purchased 5 hotspots and we are working on getting them up and running so they will be available for check out.

Ann K, the girl scout working with us on a collection of things, has completed her survey. The top five “things” were laminator, specialty cake pans, pressure washer, telescope, and puzzles. We are working together to create the next step.

Camie Kesler and I finally met about the renewal of the lease. She explained the difference of the beginning rental agreement and what we are currently paying. She has to check with Daryl and her insurance company on some of the other proposed changes.

Fishbeck, Thompson, Carr, and Huber sent their proposals, so I will bring both theirs and Bill Arens to the meeting.

The open house was wonderful. Thank you!

I attended the Back-to- School event and helped the friends pass out books. It was hot but fun. We passed out 4 boxes of books!

**RETAIL LEASE [DRAFT]**

Commented [CN1]:

THIS LEASE made this 1st day of September, 2018 ~~May~~, by and between Daryl Kesler of P.O. Box 307, 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," in consideration of the mutual covenants and promises herein contained and for other valuable consideration.

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**WITNESSETH:**

1. **PREMISES LEASED.** The Landlord does hereby demise and let unto the Tenant, and the Tenant does hereby lease and hire from the Landlord, for the term and under the terms and conditions herein set forth in this Lease for those certain premises, containing approximately 2,240 square feet, located at 14033 Webster Road, Bath Township, Michigan as more fully described in Exhibit A attached hereto (hereinafter referred to as the "Shopping Center"). Landlord grants the Tenant a non-exclusive license during the term of this Lease to use the parking spaces provided in the front of the premises for parking of Tenant's employees and library patrons. The portion of the Premises described in Exhibit A and the licensed premises shall be the "Premises" for purposes of this Lease.

2. **TERM.** The term of this Lease shall be for a period of five (5) years, commencing on September 1, 2018 ~~June 1, 2018~~ (hereinafter referred to as the "commencement date"), fully to be completed and ended on August 31, 2023 ~~May 31, 2023~~ subject to paragraph 25 below. 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 provide in this Lease.

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3. **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, as rental for the said demised premises as follows:

(a) **Fixed Minimum Rental:** A fixed rental for the herein described demised premises of per year, payable in advance in equal monthly installments of \$840.37767.67 per month, upon the first day of each month during the term of this Lease.

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(b) **Rent Increase:** Tenant agrees and shall also pay to Landlord, as additional rent, for the second lease year and each lease year thereafter, an increase of rent by three (3%) percent if Landlord so elects.

(c) **Security Deposit:** Landlord is not requiring a security deposit.

4. **USE OF PREMISES.** Tenant covenants and agrees that said demised premises shall be used and occupied for the operation of a public library and for no other purpose without the written consent of Landlord, which consent shall not be unreasonably withheld. Tenant shall properly comply with all laws, ordinances and lawful orders and regulations affecting the demised premises and the use thereof. Tenant further covenants and agrees that it will conduct its business during normal business hours for such type of business and on all business days. Tenant further agrees that no auction, bankruptcy or going out-of-business sales will be conducted in or from the demised premises without prior written consent of Landlord.

5. **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 demised premises which shall cause or be likely to cause injury or damage to any person or to said demised premises or to the building or to the sidewalks and pavements adjoining the demised 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 demised premises. Tenant agrees to permit no waste of the demised premises, but rather to take good care of same and, upon termination of this Lease, to surrender without notice in as good condition as at the commencement of the term, reasonable use and wear thereof excepted.

**6. UTILITIES.** Tenant shall procure and shall pay the cost when due of all utilities rendered or furnished to the demised premises during the term of this Lease, including electricity, gas, telephone, internet, waste removal and sewerage charges. However, Landlord shall provide and pay for water expenses which shall be maintained by Landlord.

**7. SIGNS.** The cost of installing, maintaining, changing or removing any signs upon the demised 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 demised 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 demised premises, Tenant shall remove all signs and repair any damage caused by such removal.

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

(a) **Maintenance of Common Area.** Landlord will provide lawn maintenance and snow plowing of parking lot. Sidewalk shoveling is 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 Tenant's demised 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.

**9. 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 demised 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 demised premises.

**10. MAINTENANCE AND REPAIR.** Landlord agrees to keep and maintain the outer walls, roof, and sidewalks of the demised premises in good repair during the term of this Lease. However, Landlord shall not be responsible for damages caused by roof leaks, backups of sewers, roof leaks, backups of sewers, toilets or lavatories, flood damage or water damage from adjoining tenants. Landlord shall not be responsible for the care or maintenance of any loading docks, loading ramps, front doors, rear doors, locks and hardware, front steps or rear steps, front steps or rear steps. Tenant, at its sole cost and expense, whether the same shall be the property of Tenant or Landlord, shall promptly repair and at all times maintain in good condition the interior of the demised premises and all its appurtenances and equipment, including, but not limited to, heating units, air conditioning equipment, electrical fixtures and equipment, electrical installation, plumbing, plumbing equipment and fixtures, all

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- Commented [CN4R2]:



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 demised 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.

**11. 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 demised premises such fixtures, partitions, equipment and trade fixtures, together with any additional painting or minor alterations in the demised 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 demised premises caused by the removal thereof shall be repaired by Tenant at the sole cost and expense of Tenant.

**12. 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 demised 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. Landlord agrees to carry in full force and effect at all times during the term of this Lease or any renewal or extension thereof, fire and extended coverage insurance covering the demised premises in an amount equal to the replacement value of the building. **The tenant's insurance is Primary and Non-contributor to any and all insurance carried by the Landlord.**

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**13. DAMAGE BY FIRE OR OTHER CASUALTY.** If the building shall be damaged or destroyed in whole or in part by fire or other cause and is rebuilt and restored to a good and tenantable condition by Landlord within a reasonable time, the rental shall abate, entirely in case the entire demised premises are untenable, until same shall be restored to a tenantable condition. If Tenant shall fail to adjust its own insurance within a reasonable time and as a result thereof the repairing and restoration is delayed, there shall be no abatement of rental as above provided during the term of such delay; and the Tenant shall use any part of the demised premises for storage during the period of repair, a reasonable charge for which shall be made against Tenant. In case the building is not repaired or restored within a reasonable amount of time, this Lease shall be terminated.

**14. 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 said demised premises and on the land and buildings hereafter placed upon the land of which the demised premises forms a part.

**15. REAL ESTATE TAXES.** Landlord shall pay Real Estate Taxes during the term of this Lease.

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

**17. 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 demised premises, free from all encumbrances, liens or defects in the title, for the full term of this Lease. Landlord further covenants that there are no restrictive covenants, zoning, or other ordinances or regulations which will prevent Tenant from conducting its usual business or any department thereof in the demised premises. 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 demised premises during the term of this Lease and any extension thereof.

**18. RIGHT TO EXAMINE PREMISES.** Tenant agrees to allow Landlord, its agents and representatives, free access to the demised 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 or during the period of three (3) months prior to any renewal hereof, to exhibit same to prospective tenants.

**19. PROPER NOTICES.** All notices required or permitted under this Lease shall be deemed to be properly served if sent by registered mail to the last address previously furnished by the parties hereto. Until hereafter changed by notice in writing, notices shall be sent to Landlord to the Attention of Camie Kesler at P.O. Box 307, Bath Michigan 48808, and to Tenant at: Susan Garrity, Bath Township Public Library, at 14033 Webster Road, Bath Township, Michigan 48808.

**20. 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.

**21. 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 demised 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.

**22. 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, percentage rental, additional rental, or any other payments required by the terms of this Lease.

**23. PERSONAL PROPERTY, MERCHANDISE, FURNITURE AND FIXTURES.** Any and all personal property, merchandise, furniture or fixtures placed in or moved upon the demised premises by Tenant shall be at the sole risk of Tenant. Landlord shall not be liable for damages to said personal property, merchandise, furniture or fixtures, or to Tenant arising from the bursting or leaking of water pipes or from any act of negligence of any co-tenant. Upon termination of this Lease or any extension or renewal hereof, Tenant shall have the right to remove all or any portion of such personal property, provided that Tenant shall repair any

damage to walls, floors or doors arising from Tenant's removal of said personal property.

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

**25. 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 sixty (60) days prior notice to Landlord.

**26. IMPROVEMENTS.** All improvements to be paid by Tenant.

**27. OPTION TO RENEW.** So long as Tenant has not been in default of any terms or conditions of this Lease, Tenant shall have the right to extend the term of this Lease for two (2) additional period of five (5) years in duration commencing upon the expiration of the original term of this Lease. All terms and conditions of this Lease shall remain the same except rental, which shall be determined. Tenant shall notify Landlord as to its intent to extend this Lease not later than one hundred eighty (180) days prior to the end of the original term 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.

**WITNESSED TO LANDLORD:**

**DARYL L. KESLER**

\_\_\_\_\_  
\_\_\_\_\_

**By: \_\_\_\_\_ OWNER \_\_\_\_\_**

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

**WITNESSED TO TENANT:**

**Bath Township Public Library**

\_\_\_\_\_  
\_\_\_\_\_

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

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