



LIBRARY BOARD MEETING

SPECIAL MEETING
OCTOBER 3, 2025

Danielle Rumple
PRESIDENT

Melissa Mark
VICE PRESIDENT

Jennifer Wheeler
SECRETARY

Wendy Friedman

Frank Pisano

Karen Rock

Rebekah Craft
LIBRARY
DIRECTOR

MISSION

The Baldwin Public Library in Birmingham, Michigan enriches lives by providing opportunities and resources for everyone to learn, connect, and discover.

VISION

The Baldwin Public Library will be an essential part of the community and the first choice for access to cultural, recreational, and learning opportunities.

CORE VALUES

- Education and Lifelong Learning
- Welcoming and Inclusive Environment
- Intellectual Freedom
- Commitment to Excellence
- Equitable and Diverse Access
- Innovation
- Community Partnerships
- Integrity

ADOPTED SEPTEMBER 2025

BALDWIN PUBLIC LIBRARY BOARD OF DIRECTORS

Rumple, Danielle
PRESIDENT

843 Tottenham Rd.
Birmingham, MI 48009
Cell: (734) 693-3861
e-mail: danielle.rumple@gmail.com

Term expires 2025

Finance Committee
Strategic Planning
Committee

Mark, Melissa
VICE PRESIDENT

635 Puritan Ave.
Birmingham, MI 48009
(248) 644-8451
e-mail: weir527@gmail.com

Term expires 2025

Outreach Committee,
Policy Committee

Wheeler, Jennifer
SECRETARY

1665 Holland St.
Birmingham, MI 48009
Cell: (248) 808-4495
e-mail: jennybwheeler@gmail.com

Term expires 2027

Personnel Committee,
Policy Committee

Friedman, Wendy

1369 Stanley Blvd.
Birmingham, MI 48009
Cell: (516) 316-9199
e-mail: wendyfriedman16@gmail.com

Term expires 2027

Outreach Committee
Building Committee

Pisano, Frank

612 Davis Ave.
Birmingham, MI 48009
Home: (248) 646-0463
Cell: (248) 835-6058
e-mail: frank.pisano@baldwinlib.org

Term expires 2025

Finance Committee,
Building Committee

Rock, Karen

465 Pilgrim Ave.
Birmingham, MI 48009
Home: (248) 540-9203
e-mail: kgrock13@gmail.com

Term expires 2027

Personnel Committee,
Strategic Planning
Committee

Awad, Marina
STUDENT REPRESENTATIVE

e-mail: marinagrace718@gmail.com

Term expires February 2026



LEARN. CONNECT. DISCOVER.

AGENDA

Baldwin Public Library Special Board Meeting

Friday, October 3, 2025 at 4:00 p.m.

Delos Board Room

Agenda

This is an open meeting. All members of the public are invited to attend.

Call to order, pledge of allegiance, reading of the Library's mission statement, and establishment of a quorum.

I. General Public Comment Period

The Library Board values public meetings and welcomes your comments on Library issues, but will not debate items not on the agenda. The Board respectfully asks that comments be made as concisely as possible, when a motion has been made, or in the general public comment portion of the meeting. The maximum time for individual speakers should not exceed three minutes.

II. Discussion of negotiations with the City of Birmingham

III. New & Miscellaneous Business

IV. Unfinished Business

V. Adjournment

The next regular meeting of the Library Board will take place on Monday, October 27, 2025 at 7:30 p.m.

Motion: To adjourn the October 3, 2025 Special Board Meeting.

Persons with disabilities that may require assistance for effective participation in this public meeting should contact the Library at the number (248) 647-1700 or (248) 644-3405 (for the hearing impaired) at least one day before the meeting to request help in mobility, visual, hearing, or other assistance.

Las personas con incapacidad que requieren algún tipo de ayuda para la participación en esta sesión pública deben ponerse en contacto con la oficina del escribano de la biblioteca en el número (248) 647-1700 o al (248) 644-3405 (para las personas con incapacidad auditiva) por lo menos un día antes de la reunión para solicitar ayuda a la movilidad, visual, auditiva, o de otras asistencias. (Title VI of the Civil Rights Act of 1964).

MEMORANDUM

DATE: October 2, 2025
TO: Baldwin Public Library Board of Directors
FROM: Rebekah Craft, Library Director
SUBJECT: Update on September 29, 2025 Meeting with City & Library

City and Library representatives met to discuss the proposed Administrative Services contract and the Library's proposed Building Lease Agreement on September 29. The following people were in attendance at the meeting:

- Anne Seurnyck, Library Attorney, Foster Swift
- Mike Bloom, Library Labor Attorney, Foster Swift
- Rebekah Craft, Library Director
- Danielle Rumble, Library Board President
- Therese Longe, Mayor
- Jana Ecker, City Manager
- Mary Kucharek, City Attorney
- Tracy Gaudenzi, Assistant City Attorney

We met from 1:00 p.m. to 2:45 p.m. The following is a recap of our meeting, as recalled by library representatives.

The City agreed that the Library Board is the employer of the library director and staff. The City is self-insured and uses Blue Cross Blue Shield as its third-party health insurance provider. The plan is administered by Gallagher. The City tentatively agreed to add the Library as an additional employer on their health insurance plan, if allowed by the third party provider BCBS.

We walked through the five portions of the City's Administrative Services contract:

- **Human Resources** - If we end up using the City's health insurance company for our full-time employees, we will have to pay HR for their management of our 23 FT employees' health insurance. We will also need to pay a fee to HR for pension/retiree management (we currently have 18 retirees in the pension plan)
- **Payroll** - I stated that we wanted to go with our own outside company for this as it would be less expensive than using the City for payroll processing. We would have to deduct money for health insurance from employees' paychecks and then pay the City for its health insurance fees.

- **Finance** - I stated that we wanted to contract with our own outside company for this as it gives us more autonomy. At this point we discussed the City's management of the "Library Fund" within the City Charter/PA 164 law. Seurnyck explained how other cities and libraries work with the vouchers listed in PA 164s. Some cities arrange to deposit collected taxes into the Library Fund 2-3 times per year per a voucher system that is in line with PA 164 law. The City seemed amenable to this but wanted to further check on this and ensure that this would be in compliance with the City Charter.
- **Treasury** - I asked for clarification on what this amount covers. Ecker said that this covers investing and managing the money in the Library Fund and retirement funds. (Note: the email sent by Ecker on October 2 does not mention investing or managing funds as part of Treasury tasks with the Administrative Services contract).
- **Assessing** – By law, this is a responsibility of a City to pay. However, as a gesture of goodwill, the Library may want to consider paying this fee to assist the City.

Ecker agreed to send an enumerated list of each item included in the proposed Administrative Services contract. Ecker emailed me this list on Thursday, October 2 and the list of services follows this memo.

We walked through the proposed Fiscal Agent agreement and the proposed Lease Agreement. The City does not consider the Library a tenant and wants to make sure that the Library and City are operating correctly with regards to the City Charter. The City Charter states, "The library board shall have the supervision, care and custody of the building and rooms of said library without any charge or expense for the use thereof. The city commission shall provide for the maintenance of the grounds and building in a safe and presentable condition and shall pay the expense thereof from the general funds of the city."

In the proposed Lease Agreement, we went over who is responsible for what. The proposed Lease Agreement prepared by the Library's legal counsel reflects current practices and responsibilities of both parties. The City wants to better define who does what and who pays what according to the Charter language listed above. They also want to better delineate who pays for what in the proposed lease agreement. In one point of the proposed lease agreement, they asked that the Library start paying for trash pickup (it's the one utility that the City still pays for the Library, via Car Trucking, Inc.).

At one point, Kucharek said that she wants the Library to have permission from the City when working with contractors because the City has had to pay for faulty contractor work at the Library. I asked Kucharek for examples of when this has happened and she mentioned the Phase 3 entry steps. I said that the contractors corrected that at no cost to the City or Library. She could provide no other examples of times the City had to pay for costs incurred by bad

contractors. I told her that former Building Official Bruce Johnson attended every contractor meeting for all three phases of our construction projects and was present for all approvals. Kucharek said that the City wanted more say in how we change our building. I said that we went to City board meetings for all approvals (Historic District, Design Review, Planning, Commission) and Mayor Longe agreed with me. Neither Kucharek nor Ecker were aware of the Library's strong connection and lines of communication with the City on maintenance and building projects.

Between now and the next meeting, Blum will look at the Defined Benefits plan to see how this would affect our one remaining pension employee. He will also view the retirement plans and City Charter to see if it is legal for the Library to manage its employees' retirement accounts separate from the City. (Mission Square Retirement, the City's and Library's current retirement plan provider, said that it would be no charge to transition Library employees to its own plan, independent of the City). Kucharek and Gaudenzi will be putting together a new, combined contract that covers what we discussed today and covers Seuryneck's proposed Fiscal Agent Agreement and proposed Building Lease Agreement.

Our next meeting is scheduled for Thursday, October 30, 2025 at 9:00 a.m. in person and will include all parties present on September 29, 2025.

Itemized List of Charges from the City of Birmingham

Finance

City Proposed Rate: \$56,828

Library outsourced rate: hourly, as needed

Accounts Payable

- Vendor setup
- Bill payments
- Approval and Journalization weekly
- Address changes
- ACH setup
- Reissue checks if needed
- Escheat checks that are not Trust checks
- 1099's to Library vendors
- Sales/Use Tax monthly

Fixed Assets

- Send annual list of assets
- Asset removal
- Asset additions
- Asset depreciation
- Tracking Construction in Progress

General Ledger

- Pay parking fees to APS
- Reclassification journal entries
- Lease and SBITA journal entries
- Revenue Receivable accruals
- Grant Tracking
- Journal entries into BS&A for the Trust
- Assist Paul with problems
- Trust check clearing reconciliation in BS&A
- Bank reconciliation

Budget

- Calculate millage for the library
- Significant notes for the library budget
- 5 year forecast projections
- Provide budget assistance

Payroll

City Proposed Rate: \$22,358
Library outsourced rate: \$8,544

- Special step to include Library employees in the payroll
- Employee changes
- Leave bank changes
- Issue payments and direct deposits

Human Resources

City Proposed Rate: \$79,653
Library outsourced rate: \$13,008

- Workers comp claims
- FMLA administration
- ADA guidance
- STD coverage
- Workplace discrimination/harassment investigation
- Guidance on Personnel issues
- Insurance administration & guidance
- AETNA Employee Assistance Program
- Retirement Administration (401, RHS, 457)
- Point of contact for Library Pension retirees
- Personnel File Management
- Rate/Position/Name/Status changes
- Unemployment Insurance Agency claim processing
- LTD, AD&D Life insurance quarterly reporting
- Employment Law / regulation liability
- EEOC (diversity) annual reporting
- OSHA (safety) annual reporting
- 1095-C Healthcare annual reporting

Treasury

City Proposed Rate: \$37,521
Library outsourced rate: \$

Cash Receipting

- Receipt revenues into BS&A
- NSF check management
- Tax billing
- Tax distribution

Assessing

City Proposed Rate: \$22,707

(Proposed) FISCAL AGENCY AGREEMENT

THIS AGREEMENT, entered into as of the ____ day of _____, 2025, by and between City of Birmingham (the “City” or “Fiscal Agent”) and the Baldwin Public Library (the “Library”).

WHEREAS, the parties to this Fiscal Agency Agreement (“Agreement”) desire to cooperate in administering the operation and maintenance of the Library for the purposes of providing library service, including service to the residents of the City; and

WHEREAS, the City has determined that it is in the best interests of the City to assist the Library in carrying out its operations; and

WHEREAS, the parties desire to enter into a contract whereby the City will act as the Fiscal Agent subject to the terms of this Agreement.

1. City as Fiscal Agent. The City shall accept the following duties as Fiscal Agent:

a. *Library Fund.* The City, acting by and through the City Treasurer, shall hold, maintain, disperse, and invest the monies deposited in the Library Fund as provided for by Act 164 of the Public Acts of 1877 (“Act 164”) and this Agreement. All proceeds from any City millages (“Millage”) for the benefit of the Library and money received by the City for the Library, including but not limited to penal fines and state aid, shall be deposited into the City Treasury to the credit of the Library Fund. The City agrees to collect and deposit the Millage proceeds into the Library Fund as required by law. The City shall disperse authorized payments from the Library Fund at least three (3) times per month. Further, the City shall provide the Library with a copy of the bank statements at the time they are received by the City.

b. *Additional Services.* The City agrees to provide the administrative services identified on the attached Exhibit A.

2. Exclusive Control. As provided in Section 5 of Act 164, the Library Board shall have exclusive control over the expenditures of all monies collected to the credit of the Library Fund. Nothing in this Agreement shall be interpreted to waive that exclusive control. The City shall not release any funds from the Library Fund without express authorization from the Library.

3. Library Obligations. The Library shall approve a detailed budget and provide the City with a copy by the third Monday of April of each year. Each month and as needed, the Library Board shall prepare and present to the City a statement of the invoices to be paid from the Library Fund, having attached to the invoice/voucher written evidence of the approval of such payment.

4. Acceptance of Duty to Act as Fiscal Agent. The City hereby agrees to perform the duties of Fiscal Agent described in this Agreement and in the statutes, rules, regulations and court decisions applicable to the expenditure of Library Funds as follows:

a. The Fiscal Agent shall carry out its obligations described in paragraph 1 above under this Agreement using the same degree of care and skill it would use in the conduct of its own affairs.

b. The Fiscal Agent shall not be responsible for any statement, warranty or representation made by the Library to the public relating to the Library Fund or the use thereof.

c. As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper, or proceeding, the Fiscal Agent shall be entitled to rely on a certificate signed by a duly authorized representative of the Library as sufficient evidence of the facts described in such instrument, paper, proceeding or certificate.

d. Unless otherwise notified in writing by the Library, the City shall apply all laws applicable to the City relating to the holding of City monies to the management of the Library Fund.

5. Fees and Expenses of Fiscal Agent. The fee shall be \$ _____. The Fiscal Agent shall not be entitled to any setoff for payment of such fees against the amounts held by the Fiscal Agent under this Agreement.

6. Term. This Agreement shall terminate one (1) year from the Effective Date of the Agreement unless terminated pursuant to paragraph 7 below.

7. Termination. This Agreement shall be terminated upon sixty (60) days written notice by either party. However, both parties understand and acknowledge that Act 164 requires the City to maintain the Library Fund in the City Treasury and requires the City to release the funds upon a properly authenticated voucher of the Library regardless of whether an Agreement between the parties exists.

8. Amendment. This Agreement may be amended at any time by the parties hereto in writing.

9. Governing Law. This Agreement shall be construed under the laws of the State of Michigan.

10. Severability. If any provision of this Agreement is held to be in conflict with any applicable statute or rule of law or is otherwise held to be unenforceable for any reason whatsoever, such circumstance shall not have the effect of rendering any other provision or provisions of this Agreement invalid, inoperative, or unenforceable to any extent whatsoever.

IN WITNESS WHEREOF, the Library and the City have caused this Agreement to be duly exercised and delivered as of the date first written above.

BALDWIN PUBLIC LIBRARY

By: _____

Its: _____

CITY OF BIRMINGHAM

By: _____

Its: _____

86324:00001:5506167-1

DRAFT

(Proposed) LEASE AGREEMENT

This Lease is made this ___ day of _____ 2025 (“Effective Date”), by and between the City of Birmingham, a Michigan municipal corporation, whose address is 151 Martin Street, Birmingham, Michigan 48009 (“Landlord”) and the Baldwin Public Library, a public library established under the City, Village and Township Libraries Act, 1877 PA 164, as amended (“PA 164”), whose address is 300 W. Merrill, Birmingham, Michigan 48009 (“Tenant”). The parties agree:

1. **Term.** Landlord leases to Tenant, and Tenant leases from Landlord, the premises commonly known as the Baldwin Public Library, located in the City of Birmingham, County of Oakland, Michigan, as more particularly described on the attached Exhibit A (“Premises”), for a period of thirty (30) years beginning on the Effective Date of this Agreement.

2. **Consideration.** Tenant will pay to Landlord rent in the amount of one (\$1.00) dollar per year, payable on July 1. This Lease constitutes a voucher under Section 5 of PA 164 for payment of the Rent. Any additional sums owed by Tenant to Landlord under this Lease will be considered additional rent.

3. **Tenant’s Responsibilities.**

- a. Tenant will not perform or permit any acts or carry on any practices that may injure the building and structures (the “Building”) on the Premises and, except as required of Landlord, will keep the Premises, or cause the Premises to be kept, clean and free from rubbish and dirt.
- b. Tenant will pay for all utilities for the Premises, including gas, water, sewage disposal, heat, electricity, internet, telephone, and any other communication or utility services supplied to the Premises during the term of this Lease, as the same become due. Landlord will arrange and pay for regular trash removal and recycling for the Premises.
- c. Tenant will provide and pay for custodial service, carpet cleaning, and window cleaning of the Building.
- d. Tenant will maintain the interior wall coverings and floor coverings of the Building in good repair and will replace such wall and floor coverings at its own expense as Tenant deems necessary.
- e. Tenant is responsible for all interior light fixtures and lightbulb replacements.
- f. Tenant is responsible for annual inspection and replacement of fire extinguishers.

- g. Tenant is responsible for the installation, maintenance and operation of subscription/service fees for the security camera system and alarm system.
- h. Tenant is responsible for the provision, maintenance and repair of any interior signs on the Premises.
- i. Tenant will purchase and maintain all appliances and vending machines on the Premises.
- j. Tenant will obtain and maintain servers, network, Wi-Fi access points and telephone services for the Premises.
- k. Tenant may, at its option, pay for all routine maintenance or repair, up to \$1,000, for any one project on the Premises.
- l. Tenant is responsible for the risk of loss of all the personal property on the Premises and will ensure that fire and extended coverage insurance is obtained on Tenant's personal property located in the Premises in amounts reasonably deemed adequate by Tenant to fully insure such personal property.

4. **Landlord's Responsibilities.**

- a. Landlord will perform all necessary maintenance, repairs and replacements to the support structures exterior of the Building, including the roof.
- b. Landlord will maintain in good repair and condition and replace when necessary all fixtures and equipment for the Premises, including all plumbing, sprinkler systems, elevator (2 passenger, 1 freight), heating, air-conditioning, snow melt system, electrical systems, gas systems, all window glass, ceilings, doors and door frames, windows and window frames and Nanawall of the Premises, and shall make all repairs, replacements and upgrades to such fixtures and equipment. Tenant will notify Landlord in writing of the need for such maintenance, repair or replacement, and Landlord will promptly undertake such repairs, maintenance and replacements. Tenant, at its sole option and expense, may make such repairs and replacements. In such case, Tenant will notify Landlord in writing prior to making such repairs or replacements.
- c. Landlord during the term of this Lease will insure the Premises against loss or damage caused by fire and other casualties, with extended coverage, boiler and machinery, and water damage and windstorm damage, in an amount not less than one hundred percent (100%) of the full insurable value of the Premises as determined from time to time. The term "full insurable value" means actual replacement cost without deduction for physical depreciation. Within 30 days of a written request from the Landlord supported by documents, Tenant will reimburse Landlord for the reasonably determined pro-rata share of the cost of such insurance.

- d. Landlord will provide comprehensive and general, public liability insurance against claims for personal injury, death or property damage occurring in connection with the use or occupancy of the Premises, or arising out of the improvement, repair or alteration of the Premises. The limits of such insurance shall be not less than \$2,000,000.00 per occurrence and not less than \$4,000,000.00 in aggregate. Landlord will furnish Tenant a binder renewing the insurance policy at least 30 days before the policy expires. The policy or binder will name Tenant as an additional insured and will provide for at least 30 days' notice of any change in coverage or of cancellation.
- e. If the Premises are damaged or destroyed in whole or in part by fire or other casualty during the term, Landlord will repair and restore the same to good tenantable condition with reasonable dispatch. Tenant will remove its damaged goods, equipment and property within a reasonable time to permit the repair and restoration.
- f. Landlord agrees to provide all outdoor maintenance services to the Premises, including but not limited to mowing, leaf removal, snow removal, lawn and landscaping and other maintenance services.
- g. Landlord is solely responsible for the provision, maintenance and repair of any exterior signs relating to the use of the Premises. Any exterior signs must be reasonably acceptable to Tenant.

5. **Major Capital Improvements.** Tenant may not change the façade of the Premises or undertake any major capital improvements without the prior written approval of Landlord, which Landlord shall not unreasonably deny.

6. **Assignment of Lease.** Tenant and Landlord covenant not to assign or transfer this Lease under any circumstances without the prior written consent of the other party, which consent will not be unreasonably withheld; provided, however, that Tenant may assign, without Landlord's consent, this Lease to a district library formed under Public Act 24 of 1989, as amended.

7. **Use for Library Purposes.** The Premises may only be used and occupied for providing public library services. Tenant will not use or permit or suffer the use of the Premises for any purpose in violation of any federal or state law, municipal ordinance or regulation, including but not limited to the federal Americans with Disabilities Act and the Michigan Persons with Disabilities' Civil Rights Act. Tenant may, during the term of this Lease, move the operations of the public library services to a temporary location in order to construct or repair improvements to the Premises.

8. **Improvements.** During the Term of this Lease, there will be certain furniture, fixtures, and other improvements that will or have been added to the Premises by Tenant which do not alter the basic structure of the Premises, and Tenant has the right to remove all such improvements upon the termination of the Lease with the exception of any permanent improvements which Tenant made to the heating and/or plumbing or electrical facilities, which shall become part of the

Premises and remain as such at the termination of the Lease. Tenant will promptly repair any damage caused by Tenant's removal of such items.

9. **Termination/Remedies for Breach of Lease.**

- a. Tenant may terminate this Lease upon twelve (12) months written notice to Landlord for any reason.
- b. If Tenant breaches or fails to perform any of the promises and agreements in this Lease, and such failure is not cured within ninety (90) days after written notice from Landlord, then Landlord may commence such performance at Tenant's cost and expense.
- c. If Landlord breaches or fails to perform any of the promises and agreements in this Lease and such failure is not cured within ninety (90) days after written notice from Tenant, Tenant may commence such performance at Landlord's cost and expense or terminate this Lease.

10. **Right of Entry.** Landlord shall have the right to enter upon the Premises at all reasonable hours for the purpose of inspecting, maintaining or repairing the same, reasonable hours being defined as hours when the Library is open to the public or, in a clear emergency, at any time upon notification to the Library Director or any member of the Board of Trustees'.

11. **Waivers.** One or more waivers of any covenant or condition by Landlord may not be construed as a waiver of a further breach of the same covenant or condition.

12. **Notice.** Whenever notice is required under this Lease, it shall be deemed sufficient notice and service thereof if such notice is in writing addressed to the applicable party at its last known Post Office address and deposited in the mail with first class postage paid.

13. **Indemnity.**

- a. To the extent permitted by law, Tenant will defend, indemnify and hold Landlord harmless against all actions, claims, demands, damages, liabilities, losses, costs, penalties and expenses arising from Tenant's material breach of this Lease or Tenant's negligence. The obligations of Tenant under this section survive the expiration or termination of this Lease.
- b. To the extent permitted by law, Landlord will defend, indemnify and hold Tenant harmless against all actions, claims, demands, damages, liabilities, losses, costs, penalties and expenses arising from Landlord's material breach of this Lease or Landlord's negligence. The obligations of Landlord under this section survive the expiration or termination of this Lease.

14. Termination; Surrender of Possession.

- a. Surrender: Upon the expiration or termination of this Lease, whether by lapse of time, operation of law, or pursuant to the provisions of this Lease, Tenant will:
 - i. restore the Premises to the same condition in which they were in at the beginning of the Term (except for approved alterations, additions, or improvements made pursuant to this Lease), remove all of its personal property (including all signs, symbols, and trademarks pertaining to its business) from the Premises, and repair any damage to the Leased Premises caused by such removal; and
 - ii. surrender possession of the Premises to Landlord.
- b. Failure to Surrender: If Tenant fails or refuses to surrender possession of the Premises to Landlord upon termination or expiration of this Lease, Landlord may immediately, without notice, re-enter the Premises and dispossess all persons and property, using such force as may be necessary. Landlord is also entitled to such other remedies as may be provided by law or equity.
- c. Holding Over: If Tenant remains in possession of the Premises, or any part of thereof, after the termination or expiration of this Lease, Tenant will acquire no rights with respect to the Premises. Tenant will otherwise comply with all terms of this Lease. The provisions of this clause do not operate as a waiver by Landlord of any right or remedy.

Any personal property of Tenant on the Premises after termination or expiration of this Lease will be deemed abandoned and may be retained or discarded by Landlord without liability.

15. **Eminent Domain.** If any part of the Premises is taken for any public or quasi-public use under governmental law, ordinance or regulation, or by right of eminent domain, or by a private purchase in lieu thereof, (a "Taking" or "Taken"), Landlord will notify Tenant (a "Condemnation Notice"). At Landlord's or Tenant's option exercisable on written notice given to the other party, not later than thirty (30) days after the date a Condemnation Notice is given, this Lease will terminate, and Rent (Base and additional) will be apportioned as of that date. If termination notice is given within the thirty (30) day period, then neither Landlord nor Tenant will have any further right to terminate this Lease on account of the Taking that is the subject of the Condemnation Notice. Landlord will be entitled to receive the entire price or award from any such Taking without any payment to Tenant, and Tenant assigns to Landlord Tenant's interest, if any, in such award. Tenant shall have the right, to the extent that it shall not diminish Landlord's award, to make a separate claim against the condemning authority (but not Landlord) for such compensation as may be separately awarded or recoverable by Tenant for moving expenses and damage to Tenant's trade fixtures, if separate award for such items is made to Tenant.

16. **Quiet Enjoyment.** Tenant, upon performing all the agreements of this Lease, will peaceably enjoy the Premises during the Term without hindrance by Landlord, subject, nevertheless, to the terms and conditions of this Lease.
17. **Governing Law.** This Lease is governed by the law of the State of Michigan. If any provision of this Lease or its application to any person or circumstance are to any extent invalid or unenforceable, the remainder of this Lease will not be affected, and each provision of the Lease will be valid and enforceable to the fullest extent permitted by law.
18. **Binding Agreement.** This Lease binds the parties and their successors and assigns. No rights, however, will inure to the benefit of any assignee of Tenant unless the assignment to such assignee has been approved by Landlord in writing.
19. **Waiver.** No waiver of any breach of any of the provisions of this Lease will be construed to be a waiver of any subsequent breach of the same or of any other provision.
20. **Broker.** The parties represent to one another that no real estate brokers are involved in this transaction. Each party indemnifies the other against the claims of any brokers and salespeople who allege that they represented a party or are entitled to a commission or fee as a result of this transaction. The provisions of this Section survive the expiration or termination of this Lease.
21. **Time of Essence.** Time is of the essence in this Lease.
22. **Severability.** Each provision of this Lease must be interpreted in a way that is valid under applicable law. If any provision is held invalid, the rest of this Lease will remain in effect; provided, however, that no party will have the right to assume or reject some, but not all, of the provisions of this Lease, whether under 11 U.S.C. § 365, or otherwise.
23. **Authority.** Each of the parties executing this Lease warrants that it is a fully authorized and existing entity, that it has and is qualified to do business in Michigan, that it has full right and authority to enter into this Lease, and that each and all of the persons signing on behalf of such entity are authorized to do so.

EXHIBIT A

Parcel Identification Number: 1936130001

Owner Name: CITY OF BIRMINGHAM

Property Description: T2N, R10E, SEC 36 MERRILL'S PLAT LOTS 49 TO 60