

**CITY OF GRAND HAVEN
GRAND HAVEN, MICHIGAN
REGULAR CITY COUNCIL MEETING
TUESDAY, SEPTEMBER 7, 2021**

The Regular Meeting of the Grand Haven City Council was called to order at 7:30 p.m. by Mayor Bob Monetza in the Council Chambers of City Hall.

Present: Council Members Mike Dora, Ryan Cummins, Dennis Scott, Mike Fritz, and Mayor Bob Monetza.

Absent: None.

Others Present: City Manager Patrick McGinnis, City Manager Intern Ashley Briscoe, Streets and Utilities Manager Matt Wade, Finance Director Amy Bessinger, Human Resources Manager Zac VanOsdol, Community Affairs Manager Char Seise and Public Works Director Derek Gajdos.

INVOCATION/PLEDGE OF ALLEGIANCE

The invocation was given by Pastor Kristine Aragon Bruce, First Presbyterian Church, Grand Haven, and was followed by the Pledge of Allegiance as led by Mayor Monetza.

APPOINTMENTS TO BOARDS & COMMISSIONS

21-274 Moved by Council Member Cummins, seconded by Council Member Fritz, to appoint Daniel Ellsworth to the Compensation Commission with a term ending December 31, 2022 and Fred Manning to the Musical Fountain Committee with a term ending June 30, 2022. This motion carried unanimously.

APPROVAL OF CONSENT AND REGULAR AGENDAS

21-275 Moved by Council Member Fritz, seconded by Council Member Dora, to approve the consent and regular agendas, as amended. This motion carried unanimously.

The item regarding Resolution 18-312 was a late addition and was added to New Business, Twelve Corners Vineyards, LLC's Social District Permit was added to the Consent Agenda, and the item regarding the Burzurk Brewing OktoBurzFest was moved from the Consent Agenda to New Business.

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GENERAL BUSINESS/CALL TO AUDIENCE

Mayor Monetza made a call to the audience, allowing audience members to address Council on any issue.

Jeff Miller, 1120 S Harbor Drive, spoke regarding the BLP Bonding process and encouraged City Council to rescind Resolution 18-312 as proposed tonight. He further urged the Council to urge the BLP to withdraw their air permit application in process at EGLE.

Jim Hagen, 400 Lake, commented about the Social District approval and the upcoming fall season.

CONSENT AGENDA

21-276 Moved by Council Member Fritz, seconded by Council Member Dora, to approve Council meeting minutes for the Special Work Session and Regular Council Meeting of August 2 and August 16, Special Joint Council/BLP Meeting of July 15, 2021, Joint Council/BLP Closed Session of July 15, and Special Council Meeting of August 25, 2021. This motion carried unanimously.

21-277 Moved by Council Member Fritz, seconded by Council Member Dora, to approve the bills memo in the amount of \$2,527,300.55. This motion carried unanimously. (Attachment A)

Council Member Fritz stated a majority of the bill memo was for taxes.

21-278 Moved by Council Member Fritz, seconded by Council Member Dora, to approve a resolution to appoint Briana Watson as Officer Delegate, Zachary VanOsdol as Officer Alternate, and Cory VanOeveren as Employee Delegate to the 2021 MERS Annual Conference and authorize the Mayor and City Clerk to execute the necessary documents. This motion carried unanimously.

21-279 Moved by Council Member Fritz, seconded by Council Member Dora, to approve the 457 Participation Agreement amendment with MERS to allow a ROTH post-tax option at no additional cost to the employer and authorize the Mayor and City Clerk to execute the necessary documents. This motion carried unanimously. (Attachment B)

21-280 Moved by Council Member Fritz, seconded by Council Member Dora, to approve an application from Twelve Corners Vineyards, LLC for a Social District Permit, contiguous to the commons area designated by the Council and pursuant to MCL 436.1511 for

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consideration for approval by the Michigan Liquor Control Commission. This motion carried unanimously.

PUBLIC HEARING

The mayor opened the public hearing at 7:46 p.m. regarding the close out of the 2019 Community Development Block Grant for Project Riverwatch through the Michigan Economic Development Corporation.

No public comment was received.

The mayor closed the public hearing at 7:47 p.m.

21-281 Moved by Council Member Scott, seconded by Council Member Fritz, to close out the 2019 Community Development Block Grant for Project Riverwatch through the Michigan Economic Development Corporation. This motion carried unanimously.

NEW BUSINESS

21-282 Moved by Council Member Fritz, seconded by Council Member Cummins, to waive fees in the amount of \$2,000 for the 2021 Hispanic Heritage Fiesta, to be held September 19-25. This motion carried unanimously.

Council Member Cummins commented that this waiver was in line with past practice, but we could still create a more complete policy going forward.

21-283 Moved by Council Member Scott, seconded by Council Member Fritz, to approve a resolution of intent to vacate a portion of Waverly Avenue right-of-way between the railroad tracks and 816 Waverly Avenue, just west of Verhoeks Street. This motion carried unanimously.

City Manager McGinnis reported that tonight the Council was being asked to declare an intent to vacate the street. The Planning Commission would then take the matter up, hold a public hearing, and potentially make a recommendation back to City Council.

Denny Dryer, 220½ Washington, stated there is a water line that runs across the property and there will need to be an easement for this.

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Public Works Director Gajdos reported that there may be a need to replace the water line in the future.

21-284 Moved by Council Member Dora, seconded by Council Member Scott, to approve the budget amendments for the City Sewer Fund for the Manhole Rehabilitation and Industrial Drive Lift Station projects that were included in the FY2021/22 Capital Improvement Plan. This motion carried unanimously.

Public Works Director Gajdos reported that he had missed these items in the budget for 2021 and would like to include them at this time. The Lift Station is estimated at \$500,000, while Manhole Rehabilitation is budgeted at \$150,000.

Finance Director Bessinger reported the cash balance in the Sewer Fund of \$1,600,000 is ample to support these expenses. There is another lift station scheduled for next year that may be taken up in next year's budget.

21-285 Moved by Council Member Fritz, seconded by Council Member Scott, to accept the proposal from Abonmarche, of Benton Harbor, Michigan in the amount of \$67,350.00 to provide Preliminary/Final Design & Construction Engineering Services for the Industrial Drive Lift Station Reconstruction Project, and authorize the Mayor and City Clerk to execute the necessary documents. This motion carried unanimously.

Streets and Utilities Manager Wade reported the lift station is 45 years old and handles all of the commercial properties in the Industrial Park south of the Airport. This will cover all services from preliminary design through construction close out.

Dan Dormbos from Abonmarche was present to answer questions, which there were none.

21-286 Moved by Council Member Fritz, seconded by Council Member Dora, to conceptually approve a redevelopment plan to construct a hotel on the remaining Grand Landing site and authorize staff to proceed with defining eligible activities to be reimbursed with future tax increments and with the understanding that City Council approval does not control nor direct Planning Commission authority in regard to necessary amendment of the Planned Development Ordinance. This motion carried unanimously.

City Manager McGinnis explained this would be an amendment to the existing plan and would set up the funding for due care activities on the property north of Adams and east of Miller Drive. He stated the Brownfield Redevelopment Authority had been discussing this at their last meeting.

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Council Member Dora had questions about how the capturing process would work with these new amendments.

Jessica DeBone, PM Environmental, stated that the tables shown in tonight's packet show a \$7- \$9 million in increased value, new capture would be on the new improvements only.

Council Member Cummins asked what type of activities might be financed if this amendment is prepared and approved.

Ms. DeBone answered that eligible activities would manage contaminated ground water, vapor barriers and measures to keep contaminants from migrating off site.

Council Member Fritz stated he had attended the Brownfield Redevelopment Authority meeting today, and there were no surprises; he was well aware of likely environmental risks and the hotel proposal is expected.

Mayor Monetza explained that this has been in the long term plan.

21-287 Moved by Council Member Fritz, seconded by Council Member Dora, to rescind Resolution 18-312 as it relates to local power generation and snowmelt support and to acknowledge the decommissioning of the Sims Plant as authorized by that resolution. This motion carried unanimously.

Council Member Fritz asked the BLP to reach out and work with the City regarding the snowmelt system.

Council Member Dora stated it would be hard on our downtown businesses to take on the extra cost to support the snowmelt.

Mayor Monetza explained that he did not think it was proper to add an agenda item tonight regarding the air permit that has been applied for and was referred to earlier during public comment.

Moved by Council Member Fritz, seconded by Council Member Cummins, to approve the Burzurk Brewing OktoBurzFest special event, to be held on Washington Ave., on Saturday, October 2, from 2:00 p.m. to 11:00 p.m., allowing amplified music until 10:00 p.m. and to allow alcohol consumption and authorize the Mayor and City Clerk to execute the necessary documents.

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Council Member Scott spoke with a neighboring property owner about the proposed event and was told they did not support the closure of the street. Also, some nearby residents were concerned about the noise. He feels that Council should postpone the decision until more feedback is received from neighbors before moving forward.

Community Affairs Manager Seise reported that initially this was going to be a Special Use Permit, all contained on private property. Because of the scope, the expansion into the street gives more room to operate. She stated she had received some feedback from neighbors and thought the applicant had addressed those access concerns.

Council Member Dora expressed support for events, in general, on the Beechtree corridor, but would prefer if the neighbors had time to react before Council was asked to approve.

Council Member Cummins stated that he would prefer more dialogue, however we do not have that luxury and he would be supportive of voting on this tonight.

Council Member Fritz agreed that the City could talk to more people and get more discussion on the matter, but it looks like a modest event that will not be a huge impact.

Mayor Monetza stated he would prefer to postpone to get more answers, however time is of the essence and the applicant needs an answer.

21-288 Moved by Council Member Scott, seconded by Council Member Dora, to postpone the decision regarding the Burzurk Brewing OktoBurzFest special event until the September 20, 2021 Council Meeting. This motion carried with a vote of 3 to 2. In favor: Scott, Dora, and Monetza. Opposed: Fritz and Cummins.

UNFINISHED BUSINESS

21-289 Moved by Council Member Scott, seconded by Council Member Fritz, to approve a final resolution to accept a three-year lease agreement extending through December 31, 2024, with Abonmarche for office space located at 11 N 6th Street and authorize the Mayor and City Clerk to execute the necessary documents. This motion carried unanimously. (Attachment C)

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REPORTS BY CITY COUNCIL

Council Member Cummins stated he enjoyed the Lighthouse Open House on September 2 that was put on by the Lighthouse Conservancy and City staff. The Labor Day Bridge Walk was a big success as well as the Alex Barker's Birthday Party at Lynne Sherwood Waterfront Stadium. He agreed with the comments made earlier that the BLP ought to withdraw the air permit application from EGLE. He mentioned the September 13 EGLE Town Hall about conditions and challenges on Harbor Island. He also mentioned that the Ottawa County Resource Center on Comstock will be accepting compost.

Council Member Fritz also made positive comments about the Lighthouse Open House and Bridge Walk. He stated he danced at the Barker's Birthday Party at Lynne Sherwood Waterfront Stadium which raised funds for the Harbor Humane Society. He further reported that he has a picture of his family with Miguel Cabrera on the field at Comerica Park.

Council Member Dora attended several meetings since the last City Council Meeting and served as a tour guide at the Lighthouse Open House. The Bridge Walk was very well attended and was longer than he thought. Thanks to the Barker family for presenting the Labor Day concert and for supporting Harbor Humane Society. He further reported that a homeless man and his pregnant wife showed up in his neighborhood Sunday night. He was happy that he got some contact numbers and support from community resources, but thought the City can and should do better to help those among us who are suffering and are lacking proper shelter. He would also like to have a work session in the next few weeks to review pension funding. He would also like to get a report on marina use and performance of the seasonal slips versus transient slips.

City Manager McGinnis stated he would get this scheduled for October 4, 2021. He would also like to get a report on marina use and performance of the seasonal slips versus transient slips.

Mayor Monetza commented on the lack of resources the City has to assist those suffering from housing crises in our community. He repeated accolades on the great series of events over the past few weeks. He was unfazed by the length of the walk on Monday.

REPORT BY CITY MANAGER

Encroachment Permit Request for 93 Poplar Trail

Public Works Director Gajdos reported on the request to use City property to work on a home on Poplar Trail, adjacent to Harbor Drive.

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City Manager McGinnis mentioned that this project is going to leave as many of the existing trees as possible.

Robinson Landing TIF Extension

The cost of sewer extension is going to be higher than expected and the developer will be presenting an amended brownfield plan to extend the plan by three years to cover the additional costs.

Economic Development Administration Funding

There is an opportunity to pursue funding for marina improvements, boat launch, and linear park restoration. This funding would be for recreational projects only.

Council Member Cummins stated he wanted to have more discussion on this before deciding on anything. It would be a lot of money and he wants to make sure it is going to the right places.

Clerk Interview Panel

Two volunteers are needed to serve on Clerk Interview panel on September 15, 2021 from 12:00 p.m. – 5:00 p.m. There are 5 or so candidates currently and it needs to be narrowed down with the help of this interview panel. Council Members Dora and Scott volunteered to be on the interview panel.

GENERAL BUSINESS/CALL TO AUDIENCE

Mayor Monetza made a call to the audience, allowing audience members to address Council on any issue.

Field Reichardt, 427 Sand Drive, commented that he was happy to see Resolution 18-312 rescinded tonight. He would also like to see a committee of interested citizens gather to review energy issues.

Jim Hagen, 400 Lake, is grateful for efforts to gather citizen input prior to making important decisions.

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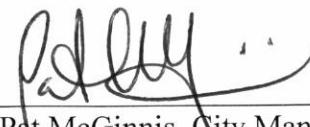
Laura Girard, 1035 Washington Ave., believes that the neighborhood had opportunity to learn about tonight's meeting and show up to comment. A delay and separate meeting may not have been needed and could cause harm to the business looking to present a neighborhood event.

ADJOURNMENT

After hearing no further business, Mayor Monetza adjourned the meeting at 9:42 p.m.



Robert Monetza, Mayor



Pat McGinnis, City Manager/Acting Clerk

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Attachment A

To: Patrick McGinnis, City Manager
 From: Amy Bessinger, Finance Director
 CM Date: 9.07.21
 RE: Bills From Payables Warrant

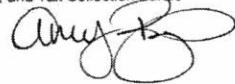
FUND NUMBER	FUND NAME	WARRANT 8.18.21	WARRANT 8.25.21	WARRANT 9.1.21	ACH WARRANT 9.1.21	CREDIT CARD WARRANT	VOIDS	TOTALS
101	General Fund	\$122,388.18	\$44,085.58	\$5,613.25	\$8,717.98	\$0.00	\$0.00	\$180,804.99
202	Major Street Fund	\$6,324.97	\$2,166.88	\$464.26	\$3,282.25	\$0.00	\$0.00	\$12,238.36
203	Local Street Fund	\$494.71	\$2,420.00	\$391.98	\$50.04	\$0.00	\$0.00	\$3,358.73
225	Land Acquisition Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
236	Main St Dist. Dev	\$0.00	\$0.00	\$1,599.00	\$0.00	\$0.00	\$0.00	\$1,599.00
251	Econ. Dev. Corp. Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
252	Brownfield Redevelopment Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
253	Brid LSRRF TIF	\$1,895.42	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,895.42
254	Downtown TIF	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
255	GLTIF Spec Rev Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
256	UTGO Inf Spec Rev Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
257	LTGO Bond Rev Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
258	2015 UTGO Bond Rev	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
275	Housing Fund	\$0.00	\$1,386.31	\$0.00	\$0.00	\$0.00	\$0.00	\$1,386.31
276	Light-House Maintenance Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
278	Community Land Trust	\$969.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$969.00
310	Assessment Bond Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
351	Operating Debt Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
352	Brownfield TIF Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
353	Downtown TIF Debt	\$0.00	\$0.00	\$0.00	\$293,382.15	\$0.00	\$0.00	\$293,382.15
355	GLTIF Debt Serv Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
356	UTGO Inf Debt Fund	\$49,884.18	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$49,884.18
357	LTGO Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
358	2015 UTGO Bond Debt Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
360	2020 LTGO Bond - Warber Drain	\$0.00	\$0.00	\$0.00	\$10,783.50	\$0.00	\$0.00	\$10,783.50
369	Building Auth Debt Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
401	Public Improvements Fund	\$0.00	\$6,795.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,795.00
402	Fire Truck Replacement Fund	\$0.00	\$0.00	\$7,900.00	\$0.00	\$0.00	\$0.00	\$7,900.00
403	Brownfield TIF Const	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
404	Downtown TIF Const.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
455	G/L TIF Construction Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
456	UTGO Inf Construction Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
457	LTGO Bond Construction Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
458	2015 UTGO Bond Inf Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
469	Building Auth. Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
508	North Ottawa Rec Authority	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
581	Airpark Fund	\$53.38	\$24,122.18	\$51.16	\$24.76	\$0.00	\$0.00	\$24,251.48
582	Chinook Pier Rental Fund	\$0.00	\$152.00	\$0.00	\$0.00	\$0.00	\$0.00	\$152.00
590	City Sewer Fund	\$2,229.99	\$194.39	\$391.11	\$0.00	\$0.00	\$0.00	\$2,815.49
591	City Water Fund	\$96,355.70	\$11,677.28	\$1,060.03	\$6,004.99	\$0.00	\$0.00	\$115,098.00
594	City Marina Fund	\$8,840.75	\$168.65	\$0.00	\$262.23	\$0.00	\$0.00	\$9,271.63
661	Motorpool Fund	\$1,986.94	\$1,101.49	\$38,004.26	\$231.41	\$0.00	\$0.00	\$41,324.10
677	Self Insurance Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
679	Health Benefit Fund	\$0.00	\$0.00	\$566,998.82	\$0.00	\$0.00	\$0.00	\$566,998.82
701	Trust & Agency Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
703	Tax Collection Fund	\$1,148,066.98	\$1,970.39	\$0.00	\$0.00	\$0.00	\$0.00	\$1,150,037.37
711	Cemetery Fund	\$0.00	\$450.00	\$0.00	\$0.00	\$0.00	\$0.00	\$450.00
678	Retirement Health Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
750	Payroll Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
800	Sewer Authority Operations	\$3,447.04	\$72.67	\$16,315.28	\$1,949.12	\$0.00	\$0.00	\$21,784.11
800	Sewer Authority SL Force Mn	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
800	Sewer Authority Plant Mod	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
800	GH/SL SA-2013 Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
800	GH/SL SA-SLPS/Force Main Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
800	GH/SL SA-Local Lift Station Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
800	GH/SL SA-2018 Plant Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
810	NOWS Operating	\$2,365.47	\$3,995.06	\$501.14	\$17,261.24	\$0.00	\$0.00	\$24,122.91
810	NOWS Plant Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
810	NOWS Replacement	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		\$1,445,302.71	\$100,757.88	\$639,290.29	\$341,949.67	\$0.00	\$0.00	\$2,527,300.55

Tonight, City Council will be approving, subject to audit, bills for this period, totaling as follows:

\$2,527,300.55 Total Approved Bills

\$1,717,036.19 Minus eligible bills for release without prior approval: including Utility,

\$810,264.36 Retirement, Insurance, Health Benefit, and Tax Collection Funds



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Attachment B

CONTRACT # 4203

COUNCIL APPV DATE 9-7-21



MERS 457 Participation Agreement

1134 Municipal Way Lansing, MI 48917 | 800.767.2308 | Fax 517.703.9707

www.mersofmich.com

The Employer, a participating municipality or participating court within the state of Michigan, hereby agrees to adopt and administer the MERS 457 Program provided by the Municipal Employees' Retirement System of Michigan, in accordance with the MERS Plan Document, as both may be amended, subject to the terms and conditions herein.

I. **Employer Name:** City of Grand Haven
(Name of municipality or court)

Municipality Number: 7010 **Division Number** (if amendment): 400906

II. **Effective Date:** The MERS 457(b) Program will be effective as follows (choose one):

Original Adoption. The MERS 457(b) Program will be effective _____
(Month and year)
with respect to contributions upon approval by the Program Administrator.

To establish a new plan or replace current 457 carrier with the MERS 457 Program.

To add the MERS 457 Program in addition to: _____
(Other plan provider)

VERY IMPORTANT: All eligible programs of a Participating Employer are considered to be a single plan for purposes of compliance with Code Section 457(b). Thus, if a Participating Employer has more than one eligible 457 (or additional investment options under a 457(b) arrangement with more than one vendor), the Participating Employer is responsible for ensuring that all of its arrangements, treated as a single program, comply with the 457(b) requirements. In order to fulfill its responsibility for monitoring coordination of multiple programs, the Participating Employer must carefully review the Master Plan Document provisions.

Amendment and Restatement. The amended and restated MERS 457(b) Program will be effective September 2021
(Month and year), with respect to contributions upon approval by the
Program Administrator. *Please note: You only need to mark changes to your plan throughout the remainder of this Agreement.*

III. **Eligible Employees:** Only Employees as defined in the Program may be covered by the Participation Agreement. Subject to other conditions in the Program, this Agreement, and Addendum (if applicable), the following Employees are eligible to participate in the Program:

IV. **Contributions will be submitted (check one):**

Contributions will be remitted according to Employer's "Payroll Period" which represents the actual period amounts are withheld from participant paychecks, or within the month during which amounts are withheld.

Weekly Semi-Monthly (twice each month)
 Bi-Weekly (every other week) Monthly

MERS 457 Participation Agreement

VI. **Loans:** shall be permitted shall not be permitted
If Loans are elected, please refer to the Defined Contribution & 457 Loan Addendum.

VII. **Automatic Enrollment:** shall be permitted shall not be permitted
If selected, please complete and attach the 457 Eligible Automatic Contribution Arrangement (EACA) Addendum.

VIII. **Employer Contributions:** shall be permitted shall not be permitted
If selected, please complete and attach the 457 Employer Contribution Addendum.

IX. **Modification of the Terms of the Participation Agreement**
If the employer desires to amend any of its elections contained in the Participation Agreement, including attachments/addendums, the Governing Body or Chief Judge, by resolution or official action accepted by MERS, must adopt a new Participation Agreement. The amendment of the new agreement is not effective until approved by MERS.

X. **Enforcement**
1. This Participation Agreement, including attachments/addendums may be terminated only in accordance with the Master Plan Document
2. The Employer hereby agrees to the provisions of the *MERS 457 Supplemental Retirement Program and Trust Master Plan Document*.
3. The employer hereby acknowledges it understands that failure to properly fill out this Participation Agreement may result in the ineligibility of the program.

XI. **Execution**

Authorized Designee of Governing Body of Municipality or Chief Judge of Court

The foregoing Participation Agreement is hereby approved by City of Grand Haven
(Name of Approving Employer)
on the 7th day of September, 2021.

Authorized signature:

Jeff Morris / Anna Doyen
Title: Mayor / Deputy City Clerk HR Manager

Received and Approved by the Municipal Employees' Retirement System of Michigan

Dated: 09/09/2021, 20____ Signature: Karima LaJoie
(Authorized MERS Signatory)

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Attachment C

LEASE AGREEMENT

This Lease Agreement (the "Agreement") is made as of August 1, 2021 between the City of Grand Haven, a Michigan municipal corporation, of 519 Washington Street, Grand Haven, MI 49417 (the "Lessor"), and Abonmarche Consultants, INC whose address is 95 W. Main Street, Benton Harbor, MI, 49022 ("Lessee").

TERMS AND CONDITIONS

In exchange for the consideration in and referred to by this Agreement, the parties agree as follows:

1. **Lease.** The City leases 2,640 sq. ft. of facility space at 11 N. 6th Street, Grand Haven, MI 49427, referred to as the "Leased Premises" as depicted in Exhibit A. Leasing of the Premises must be in accordance with the terms and conditions of this Agreement.
2. **Term.**
 - A. The lease term shall commence on **August 1, 2021** and terminate at **11:59 p.m. on December 31, 2024**. The term of this Lease Agreement may be extended upon mutual agreement of the City and Lessee. All of the other conditions of this Lease Agreement (including the Base Rent, but as adjusted in accordance with this Lease Agreement), except for the new term of this Lease Agreement, shall remain in full force and effect during any such extension term, and any dates in this Lease Agreement shall be appropriately revised.
 - B. If City and Lessee do not negotiate a renewal of this License Agreement per subsection 2(A) above before the expiration of this Lease Agreement, and if during this Lease Agreement or within 30 days after its expiration the City seeks to create a new license agreement or a new lease with another party for the Leased Space to be effective after this Lease Agreement expires, the City grants Lessee the right of first refusal/ offer to obtain a lease for the Leased Space, on the same terms mutually accepted by the third party and City. The City shall give notice to Lessee of the intent to grant a lease for the Leased Space to a third party; such notice shall include a detailed memorandum describing the terms accepted by the third party and City, including the term with any renewals; the rent, including any escalation provisions; the terms of any rent credit, work letter, construction and build out allowances, or other similar tenant inducements; the terms of lease/ tenant obligations, if any, to make payments on account of taxes, operating expenses, and all other pass throughs; and all other material terms. Lessee shall have 30 days after notice from the City to meet the terms agreed to by a third party and the City, and to sign a new lease agreement (or an amendment to this Lease Agreement). Lessee shall be permitted to assign its rights in this subsection to another entity which is owned or controlled by one or more the principals of the Lessee.

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3. Rent.

A. The Lessee shall pay to the City **annual rent in the amount of \$32,880**, which shall be paid in monthly installments (\$2,740) due the first of the month beginning August 1, 2021. Rent is payable in advance.

B. The rent shall be increased as of January 1, of each year by, the lesser of the annual inflation rate, or 2% of the then current rent. The annual inflation rate shall be the most recent annual inflation rate established by the Michigan State Treasurer to set taxable value; increases, as provided by Section 34 of Public Act 206 of 1893. It is the parties' intent that the annual rent increase is to reflect the formula for taxable value increases adopted by Public Act 415 of 1994 an commonly referred to as Proposal A. If the Proposal A formula for determining taxable value increases changes such that an annual inflation rate is no longer utilized, the annual increase to the rent shall be 2% of the then current rent.

C. Rent not paid by the 10th day of the month in which it is due shall be subject to a late fee of 5% of the rent due. In addition to the late fee, rent not paid by the 30th day of the month in which it is due shall bear interest at the rate of 1.5% per month, or the portion of a month it is paid after the 1st day of the month in which it is due.

4. Quiet Enjoyment.

If the Lessee pays the rent and complies with the terms of this Agreement, they shall have peaceful and quiet enjoyment of the Leased Premises.

5. Use of Premises.

A. The Lessee shall utilize the Leased Premises in a clean, wholesome, and lawful manner and in compliance with all governmental laws, ordinances, rules, regulations and orders affecting the Leased Premises or any use of the Leased Premises. The Lessee shall not use or permit to be used any part of the Leased Premises for any disorderly or illegal purpose or for any dangerous, noxious or offensive trade or business and will not cause, maintain, permit or allow any nuisance in, at or near the Leased Premises. By way of example and not limitation, the Lessee shall comply with all zoning regulations relative to employee and patron parking and/or shall obtain all necessary approvals in order to so comply.

B. Except for reasonable quantities of cleaning solvents and products, which shall be used and stored in compliance with all applicable laws, the Lessee shall not cause or permit any Hazardous Substances, as defined below, to be released, stored, produced, emitted, or disposed of upon, about or beneath the Leased Premises by the Lessee or by Lessee's agents, sublessees, employees, or contractors.

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1. "Hazardous Substance" includes any material or substance: (i) defined as a hazardous or toxic substance or a hazardous waste pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC §9601 et seq., the Michigan Natural Resources and Environmental Protection Act, 1994 PA 451, the Federal Resource Conservation and Recovery Act, 42 USC §6901, et seq., or rules and regulations promulgated under any of those statutes; (ii) containing polychlorinated biphenyls (PCBs); (iii) containing asbestos; (iv) containing radioactive material, flammable explosives or biological material, the presence of which requires investigation or remediation under any federal, state or local statute, regulation, ordinance or policy; or (v) which is or becomes defined as a "hazardous waste" or "hazardous substances" under any federal, state or local statute, regulation or ordinance.
2. The Lessee shall hold the City (including for purposes of this provision, its officers and employees) harmless from, indemnify the City for and the City against any and all costs, losses, liability, damages and expenses, suffered or incurred by the City which result from or are predicated upon the presence upon, about or beneath the Leased Premises of any Hazardous Substances or of any chemical substance requiring remediation under any federal, state or local statute, regulation, ordinance or policy and which are caused by the Lessee or their employees, agents or officers or which occur during the term of this Agreement, unless caused by the acts of the City's employees or agents. The Lessee's obligations under this section shall survive the expiration or termination of this Agreement.
3. The Lessee shall promptly provide the City with a copy of any letter, inquiry, demand or complaint the Lessee receives from any state or federal official, agency, authority or other third party regarding the release or threatened release of Hazardous Substances on, into, upon or from the Leased Premises. The Lessee shall provide the City with copies of any notifications of releases of Hazardous Substances, which are given by or on behalf of the City or the Lessee to any federal, state or local agencies or authorities with respect to the Leased Premises.

6. Assignment and Subleasing.

This lease shall not be assigned, nor shall any part of the Leased Premises be subleased by the Lessee to any person (including any business entity), without the prior written consent of the City. Any permitted assignment or subleasing shall not relieve the Lessee from any obligations under this Agreement, including, without limitation, the obligation to pay rent, unless the City releases the Lessee in writing from any such obligations. Acceptance of rent by the City from a purported assignee, transferee or sublessee shall not constitute consent to the assignment or subleasing to such person or entity. However, the Lessee may sublease the use of the building improvements to a corporation or partnership in which they are the

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majority shareholders or partners therein, without the prior approval of the City, provided the corporation or partnership complies with the terms and conditions of this Agreement

7. Acceptance of Premises.

The Lessee accepts the Leased Premises "as is" and acknowledges that the Leased Premises are in satisfactory and acceptable condition.

8. Taxes and Assessments.

The Lessee shall pay all personal property taxes assessed against the property owned by the Lessee that is located on the Leased Premises and is assessable for personal property tax purposes. The Lessee shall also pay any real property taxes levied against the Leased Premises or any taxes levied on the personal property tax role against the leasehold interest. All such taxes shall be paid on a timely basis (i.e., before the date on which they can no longer be paid without penalties or interest). The Lessee shall also pay special assessments levied against the Leased Premises in a timely manner (i.e., each installment shall be paid prior to the date it can no longer be paid without penalties, added interest or delinquency).

9. Utility Services.

The Lessee shall timely pay (i.e., before the day on which they can no longer be paid without penalties and interest, before the day on which they are called delinquent, or before the day on which nonpayment may result in termination of such services, whichever occurs first) payments for all gas, electricity, water, sewer, cable television, telephone, fiber optic, DSL, and all other public utilities used or consumed on the Leased Premises during the term of this Agreement. The Lessee will have all such utilities provided in their own name and make all required deposits. All such public utilities shall be metered by the Lessee's own meters. The Lessee will not, during the term of this Agreement, permit any lien upon Leased Premises on account of nonpayment of utility charges and will indemnify and hold the City free and harmless from the payment of any utility charges.

10. Repairs and Maintenance.

During the lease term the Lessee shall, at their sole expense, perform all remodeling, repairs and maintenance necessary to keep the Leased Premises in as good condition as it is at the commencement date of the lease term, reasonable wear and tear excepted. Without limiting the generality of the preceding sentence, the Lessee shall be responsible for all maintenance and repairs, all trash storage and removal, snow removal, all landscaping and care of the grounds of the Leased Premises and all building maintenance for the building improvements.

11. Renovations and Improvements.

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- A. All trade fixtures and personal property placed on or in the Leased Premises which are not permanently affixed to the Leased Premises shall remain the property of the Lessee and they may remove such trade fixtures and personal property upon termination of this Agreement. The Lessee shall restore any portion of the Leased Premises damaged as a result of or during the removal of any such trade fixtures or personal property to its condition prior to the installation of such trade fixtures or personal property.
- B. All improvements placed on or in the Leased Premises which are permanently affixed to the Leased Premises and /or building improvements thereon, shall remain the property of the City upon termination of the Agreement.

12. Liens.

The Lessee shall not permit any mechanics, contractors, suppliers or other liens to be filed against the fee of the Leased Premises or against the Lessee's interest in the Leased Premises at any time or for any reason. The Lessee shall hold the City harmless from and indemnify City against such liens. If any such liens are filed against the Leased Premises, the Lessee shall immediately take all actions needed to remove them. This paragraph is not to be construed as an admission by the City that such lien can properly be levied against the Leased Premises. The City may post the Leased Premises with a notice of non-responsibility necessary to protect the City and said Leased Premises from any such liens.

13. Signs.

No signs shall be placed on or about the Leased Premises by the Lessee or any sublessee without the prior written approval of the City.

14. Public Liability and Indemnity.

- A. The Lessee shall hold the City (including, for purposes of this provision, its officers and employees) harmless from, indemnify them for against any demand, claim, loss, damages, award, judgment, fine or penalty, resulting from the use or occupancy or negligent or wrongful acts of the Lessee or any of their officers, employees, agents, servants, visitors, sublessees, or invitees on or about or related to the conduct of the Lessee's business or the condition of Leased Premises during the term of this lease, any hold -over term or any extension thereof. No such matter may be settled or resolved without the City's prior written consent. The Lessee will further hold the City harmless from, indemnify it for against any and all claims, costs and expenses arising during the term of this Agreement from any breach of or default under this Agreement by the Lessee, or arising from any act of negligence of the Lessee, or any of their partners, agents, contractors, employees, sublessees, or patrons in or about the Leased Premises

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B. The City shall not be liable to the Lessee or to any other person or entity on or about the Leased Premises, including, without limitation, any licensee, invitee, patron, customer or employee of the Lessee for any loss, damage or injury sustained by them.

C. The Lessee shall, during the term of this Agreement, obtain and maintain, at their sole expense, policies of insurance meeting the requirements stated below. All such insurance policies shall name the City, including its officers and employees, as additional insureds, shall provide that the City shall be given at least 30 days' prior written notice for any cancellation, termination or material change in coverage, and shall be placed with insurer's qualified and registered to do business in the State of Michigan. The Lessee shall annually provide to the City copies of certificates of insurance showing the premiums on such policies to have been paid and shall, upon request, provide the City with copies of all such insurance policies.

1. Comprehensive general liability insurance covering the Leased Premises and all operations thereon (including dram shop liability) for injuries, death or property damage and with limits not less than \$1,000,000 per person and \$1,000,000 per occurrence.
2. Fire and casualty extended coverage, including lightning, vandalism and malicious mischief in an amount adequate to cover the entire value of the building, its improvements, personal property, fixtures, furnishings, equipment and all alterations and improvements and contents thereon or therein.
3. The Lessee shall also maintain with insurers legally privileged to provide such coverage in Michigan, all required workers' disability compensation insurance covering all personnel employed directly or indirectly at the Leased Premises.

15. Surrounding Property.

A. The Lessee covenants and agrees that they will keep a 50 -foot wide buffer area around the exterior of the building reasonably free from litter and trash. This covenant is not to impair the City's responsibility to maintain the landscape and walkway areas.

B. The Lessee will have access to four overnight parking spaces for employee use in the adjacent parking lot to the North of the Leased property.

- a. The Lessee will be required to remove the vehicles during the 4th of July and Coast Guard Festival Saturday to provide space for emergency vehicle staging.

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- C. The Lessee will have access to an additional two parking spaces in the adjacent parking lot to the North for the placement of a storage shed. Prior to placement, all relevant drawings and or specifications must obtain written approval from the City Manager.

16. Casualty.

- A. In the event of any loss or damage by fire or other casualty for which the Leased Premises may be insured, all amounts payable upon any policy or policies of insurance covering the Leased Premises (but not the Lessee's trade fixtures and personal property) shall be paid to City. Within 10 days after such loss or damage, the Lessee may notify City of their intention to repair the Leased Premises. If the Lessee does so, they shall, as promptly as possible except for delays due to acts of God, strikes or other conditions beyond the parties' reasonable control, proceed to repair, rebuild and replace the Leased Premises, and City shall hold the insurance proceeds as trustee for disbursement to the Lessee upon presentation of invoices or other proper proof that the Lessee has incurred obligations in connection with such repairs, rebuilding and replacement. All such repairs, rebuilding and replacement shall be performed in compliance with the provisions of Paragraph 10.
- B. If the Lessee fails to notify City within 10 days after such loss or damage, the City may, at the option of its City Council by resolution, either terminate this Lease Agreement or proceed to repair, rebuild, and replace the Leased Premises to the extent insurance proceeds are available.
- C. During the time in which either party is repairing, rebuilding, and replacing the Leased Premises, there shall be abatement of rent pro-rated to the extent the Leased Premises are not usable for the purposes intended for use prior to such loss or casualty. However, there shall be no such abatement of rent if the fire or other casualty was caused, in whole or in part, by the willful or negligent act of the Lessee or their employee, agent, contractor, licensee, invitee, or sublessee. If the insurance proceeds paid because of any fire or casualty are insufficient to rebuild and restore the Leased Premises to the condition which existed immediately before such fire or other casualty, then the Lessee shall bear the portion of the expense which is not covered by the insurance proceeds for rebuilding and restoring the Leased Premises to the condition which existed immediately before such fire or other casualty.
- D. Regardless of the foregoing, if any such fire or other casualty renders the Leased Premises completely untenable or leaves the Leased Premises in a condition where it cannot with diligence be repaired in fewer than 180 days, then either the City or the Lessee may, at their option, terminate this Agreement and all obligations under this Agreement arising after the date of such fire or other casualty, in which event the City shall retain all of the insurance proceeds attributable to the Leased Premises only, and the Lessee shall be entitled to

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insurance proceeds attributable to trade fixtures, equipment, and personal property removable by the Lessee under Paragraph 11.

17. Access.

The City and its duly authorized agents shall have free access to the Leased Premises at any reasonable time for inspection of the Leased Premises or for preventing, abating, or stopping any nuisance or activity which violates this Agreement or any applicable law, or which the City Council, by resolution, may determine to be injurious to the reputation of City or the Leased Premises or unreasonably disruptive of the peace and dignity of City or its residents.

18. Default.

The following constitute a default under this Agreement:

- A. If, at any time, any rent, utilities, insurance premiums, or other charges and payments payable by the Lessee pursuant to this Agreement are not timely paid and remain unpaid for 10 days after notice of default in performance.
- B. If the Lessee fails to operate, maintain, remodel or repair the Leased Premises as required by this Agreement and does not correct such failure within 30 days after notice of such failure from City to the Lessee, then, at its option, the City may terminate this Agreement, or the City may elect not to terminate this Agreement and the Lessee shall continue to be responsible for all obligations under this Agreement, including payment of rent, but neither the Lessee nor their customers, employees or invitees shall be permitted to use the Leased Premises for any purpose.
- C. If the Lessee fails to perform any of the covenants, conditions, or obligations in this Agreement for a period of 30 days after notice of such failure from City to the Lessee. However, if the default is of such a nature that it cannot be cured within 30 days, the Lessee shall be given additional time to cure if the Lessee proceeds to cure the default as soon as reasonably possible and continues to take all steps necessary to complete the same.
- D. If the Lessee repeatedly fails to perform as required in this Agreement and the City has provided written notice of such failure on two prior occasions, then the City may terminate this Agreement if the Lessee fails to correct within 10 days after a third such notice. If the Lessee repeatedly fails to perform and the City has provided written notice to the Lessee on three or more prior occasions, the City may terminate this Agreement upon written notice to the Lessee.

19. Bankruptcy.

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- A. If, after the commencement of the term of this Agreement, the Lessee shall: (1) be adjudicated bankrupt or adjudged to be insolvent pursuant to the provisions of any state or federal insolvency or bankruptcy law; (2) a receiver or trustee of the property and affairs of the Lessee shall be appointed; (3) any assignment shall be made of the Lessee's property for the benefit of creditors; (4) or if a petition shall be filed by or against the Lessee seeking to have the Lessee adjudicated insolvent or bankrupt pursuant to the provisions of any state or federal insolvency or bankruptcy law and such petition shall not be withdrawn and the proceedings dismissed within 90 days after its filing; or (5) any execution or attachment shall be issued against the Lessee or any of their property, whereby the Leased Premises (including any improvements thereon) shall be taken or occupied or attempted to be taken or occupied by someone other than the Lessee, the City may terminate this Agreement by written notice to the Lessee. However, if the order of court creating any of such conditions is not final by reason of pendency of proceedings or an appeal from such order, or if the petition shall have been withdrawn or the proceedings dismissed within 90 days after filing, then the City shall not have the right to terminate this Agreement so long as the Lessee performs their obligations under this Agreement.

- B. If, as a matter of law, the City has no right on the Lessee's bankruptcy to terminate this Agreement, then, if the Lessee, as debtor, or their trustee, wishes to assume this Agreement, in addition to curing or adequately assuring the cure of all the Lessee's existing defaults under this Agreement (such assurance being defined below), the Lessee, as debtor, or their trustee, must also furnish adequate assurances of future performance under this Agreement (as defined below). Adequate assurance of curing defaults means the posting with the City of a sum in cash sufficient to defray the cost of cure. Adequate assurance of future performance under this Agreement means posting a deposit equal to 1 year's rent, including all other charges to be paid by the Lessee under this Agreement, and that use of the Leased Premises will comply with the terms of this Agreement.

- C. In a reorganization situation under Chapter 11 of the Bankruptcy Code, the Lessee or their trustee must assume this Agreement or assign it within 120 days from the filing to the proceeding or they shall be deemed to have rejected and terminated this Agreement.

20. Hold-Over Term.

If the Lessee continues to occupy the Leased Premises after the last day of the term of this Lease Agreement and the City elects to accept rent, a tenancy from month to month only shall be created upon the same terms and conditions as provided in this Agreement unless the parties otherwise agree in writing. This provision shall not be construed as constituting any agreement or consent of the City to the Lessee remaining in possession beyond 11:59 p.m. of the last day of the term of this Agreement.

21. Surrender of Premises.

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The Lessee shall, on or before the last day of the term of this Lease Agreement or upon any earlier termination of such term, surrender and yield up to City the Leased Premises together with all improvements, alterations and additions thereto, pursuant to Paragraph 11.

22. Carefree Lease.

The parties have entered into this Agreement with the intention that all obligations of City have been complied with and the City is entitled to carefree receipt of rent, with the Lessee assuming each and every obligation, including, by way of example but not limitation, all maintenance, upkeep, payment of taxes, utilities, insurance and other charges associated with his occupancy and/or use of the Leased Premises. Failure of the Lessee to pay any such charges or expenses shall be a default. However, the City, in its sole discretion, may pay any such charges or expenses and any amount so paid shall be deemed additional rent due and shall be immediately due and payable by the Lessee to City.

23. Termination and Remedies.

- A. If despite best efforts and due diligence, the Lessee cannot secure or retain any necessary licenses or other approvals to operate their business on the Leased Premises, the Lessee may immediately terminate this Agreement.
- B. Upon a default by the Lessee, the City may, at the City's option, elect, by written notice to the Lessee, to: (i) terminate this Lease; (ii) re-enter the Leased Premises; (iii) recover possession and dispossess the Lessee, and the Lessee permitted assigns and successors from the Leased Premises in the manner provided by law relating to summary proceedings; and/or (iv) re-lease the Leased Premises or any part of the Leased Premises.
- C. Upon a default by the Lessee, the City may elect to recover from the Lessee and the Lessee shall pay the City, as damages for their breach of this Agreement, any and all deficiencies, including but not limited to, the rent plus all other payments and all taxes, utility charges, and insurance premiums and all expenses incurred by the City in collecting such sums and/or in operating the Leased Premises, including, without limitation, attorneys' fees. In computing such damages, there shall be added to the deficiency such reasonable expenses as the City may incur in connection with re-leasing, such as brokerage commissions and preparation for releasing. The Lessee shall pay any such amounts within 10 days of the City's written demand and any suit brought to collect the amount of the deficiency for such period shall not prejudice in any way the City's right to collect such amounts for any subsequent period by similar proceeding or other appropriate action. The City, at its option, may make such alterations, repairs, replacements and/or alterations in the Leased Premises as the City, in its sole judgment, considers advisable for the purpose of releasing the Leased Premises; and the making of such repairs, replacements and/or alterations shall not operate, or be construed, to release the Lessee from liability.

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- D. Upon a default by the Lessee, the City may institute an action for specific performance of the provisions of this Agreement.
- E. No remedy conferred upon the City under this Agreement shall be exclusive of any other remedy, but the same shall be cumulative and in addition to every other remedy available at law or in equity or provided elsewhere in this Agreement.
- F. This Agreement shall be interpreted and enforced by the laws of the state of Michigan and jurisdiction and venue for any action brought pursuant to and to enforce any provision of this Agreement shall be solely in the state courts in Ottawa County, Michigan.

24. Notices.

Any notices, reports or statements required to be provided shall be sufficiently given if personally delivered or mailed by certified United States mail, return receipt requested, addressed to the City or the Lessee, as the case may be, at their above stated respective addresses or such other address or addresses as may be specified from time to time. Notice to the City shall be addressed to City Manager and the City Clerk.

25. No Waiver.

The failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of that provision or of the right of either party to enforce each and every provision of this Agreement. No provision of this Agreement shall be deemed to have been waived unless such waiver shall be in writing, and a waiver of any breach shall not be deemed a waiver of a similar subsequent breach.

26. Binding Effect.

This Lease Agreement shall be binding upon and shall inure to the benefit of each of the parties hereto and their respective successors and valid assigns, as the case may be.

27. Miscellaneous.

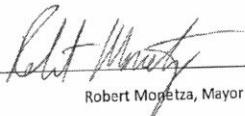
- A. The captions of this Agreement are for convenience only and shall not affect its interpretation. The interpretation of this Agreement shall not be affected by any course of dealing. The parties each had the advice of legal counsel or had the opportunity to have such advice, so this Agreement shall be construed as mutually drafted.

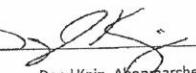
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- B. More than one copy of this Agreement may be signed, each shall be deemed an original, but all of them together shall constitute the same instrument.
- C. This constitutes the entire agreement between the parties regarding its subject matter. It may not be modified or amended unless in writing signed by both parties. This Agreement supersedes and replaces any prior or contemporaneous agreements between the parties, which are terminated with the signing of this Agreement.
- D. Nothing in this Agreement is intended to confer upon any person or entity, other than the parties, any rights or remedies.

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The parties have signed this Agreement as of the date written above.

BY: 
Robert Modetza, Mayor

BY: 
Daryl Knip, Algonmarche

BY: 
Linda Browand, City Clerk
Anna Darwin
Deputy City Clerk

BY: _____

EXHIBIT A: LEASED PREMISES

