



# City of Fenton

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301 South Leroy Street · Fenton, Michigan 48430-2196 • (810) 629-2261 • FAX (810) 629-2004

## **COUNCIL WORK SESSION AGENDA**

**Monday, May 2, 2011**

**City Hall Conference Room**

**301 South Leroy Street**

**7:30 PM**

1. Call to Order.
2. Roll Call.
3. Citizen Comments: Request by citizens to speak on specific agenda items.
4. Update on Community Development Block Grant Projects for the City of Fenton.
5. Discussion on Electronic Poll Books (EPB's) for the City of Fenton voting precincts.
6. Discussion on an education policy for the City of Fenton employees.
7. Lease of the old Depot Building to Southern Lakes Parks and Recreation.
8. Call to the Audience.
9. Adjournment.

IF ACCOMMODATIONS ARE NEEDED DUE TO A DISABILITY, PLEASE CONTACT THE CITY CLERK'S OFFICE.

## E Poll Book Laptop Procurement Program

The Department of State's Bureau of Elections is pleased to announce the second phase of our program to provide laptop computers to city and township clerks who wish to use the QVF's Electronic Poll Book (E Poll Book). Like the first phase, this is a *voluntary* program. No jurisdiction is required to participate.

Approximately 461 jurisdictions participated in the program in 2010. The response from the clerks who have used E Poll Book has been very favorable. For jurisdictions that wish to participate at this time, the Department of State will purchase one laptop computer for each precinct in the jurisdiction. (Precinct does NOT include precincts set up for Absent Voter Counting Boards.) The number of precincts listed in QVF will be used to determine the number of laptops a jurisdiction will receive under the program. Any jurisdiction that participated in the program in 2010 is entitled to receive additional laptops and peripherals if the jurisdiction has added precincts. The program is funded by the Help America Vote Act (HAVA).

There will be two opportunities to participate in the program prior to the 2012 Presidential Election. ***Jurisdictions that desire delivery of laptops and peripherals for use in August and November elections in 2011 should join the program now.*** Jurisdictions that desire delivery for use in 2012 elections may wait until after the November 2011 elections. It is worth noting that the laptops will include a four-year warranty. It makes little sense for jurisdictions without 2011 elections to purchase at this time. This would result in the waste of one year of warranty coverage.

### What You Must Do To Receive Laptops and Peripherals for Use in August and November of 2011

In order to participate in this first purchase period, county, city and township clerks must do the following:

- Complete, print, sign and return the Grant Agreement: Qualified Voter File's Electronic Poll Book (EPB) Laptop and Accessories Purchase (Grant Agreement). The Grant Agreement must reach our office no later than May 6, 2011. Grant Agreements are available at the following links:

[County Clerk Grant Agreement](#)

[City/Township Clerk Grant Agreement](#)

Fill in the following information (in gray on the Grant Agreement):

- a. County and/or jurisdiction name (top of document on page 1).

- b. City/Townships only: Number of precincts in jurisdiction (page 5). The number of precincts must be the same as the number of precincts listed in the QVF. (Jurisdictions that participated in the program in 2010 and have added precincts since then should fill in the number of precincts added.) *Precincts do NOT include precincts used as Absentee Voter Counting Boards (AVCBs).* Split precincts count as one precinct.
  - c. County and/or jurisdiction name (above signature line on page 6).
- The Grant Agreement is similar to the Grant Agreements issued for voting systems. The Grant Agreement also serves as a user agreement. Be sure to read the Grant Agreement carefully before signing it. In addition to the items listed below, the county, city or township must agree to a number of procedural and security requirements.

The Grant Agreement requires you to:

- a. Use the E Poll Book for all elections. You will be asked to verify in writing that you plan to use the E Poll Book prior to each election. Larger jurisdictions may phase in the use of the E Poll Book if they wish to do so.
- b. Permit the laptops to be used for school and other consolidated elections.
- c. Permit the laptops to be used for village elections.
- d. Attend an E Poll Book Training class provided by Bureau of Elections staff.
- e. Use the laptops only for E Poll Book or similar election related purposes.
- f. Establish receiving boards.

Laptop computers and peripherals will be distributed at training sessions upon successful completion of the training course.

As noted above, the Bureau of Elections will offer two opportunities to participate in the E Poll Book laptop procurement program: one for delivery prior to the August 2011 elections and another for delivery after the November 2011 elections. ***Jurisdictions wishing to defer delivery until after November 2011 do not need to do anything at this time.*** Counties, cities and townships that wish to use the E Poll Book for the August and November 2011 elections must return the Grant Agreement so that it reaches our office no later than May 6, 2011. If we do not receive a Grant Agreement from you by May 6, 2011, we will presume that you do not wish to participate in the program at this time. Grant Agreement ***must be returned by mail*** (NOT by email or fax) to the following address:

Steven Calandro  
Michigan Department of State  
Budget Services Division, Grant Section  
430 West Allegan, 4th Floor  
Lansing, MI 48918

**If you cannot return the Grant Agreement by the date listed above but wish to participate in the program please contact the Bureau of Elections at the phone number or email address listed below as soon as possible.** A second purchase period will be opened for jurisdictions that wish to wait until after the *August and November 2011* elections to participate in the program.

### Participation Requirements

In order to participate in the E Poll Book Laptop Procurement program, cities and townships must have access to QVF. Jurisdictions with a traditional QVF system or QVF Lite may participate. A jurisdiction that does not have a traditional QVF system or QVF Lite may participate if the jurisdiction's county clerk agrees to download the E Poll Book data for that jurisdiction prior to each election. For information on how to become a QVF Lite site, contact the QVF help desk at 800-310-5697.

### County Clerks

County clerks play a very important role in training precinct inspectors. County clerks that have not already received a laptop are therefore eligible to receive a laptop and peripherals for use with E Poll Book training.

### Equipment Specifications

The Bureau of Elections will purchase laptops and accessories using existing State contracts with Hewlett Packard and other vendors. The Bureau of Elections will provide the following for each precinct:

- One HP 625 Notebook PC with AMD processor with 15 inch monitor, 320 GB hard drive, 2 GB RAM, Windows® 7 Home Premium 32 operating system; carrying case; four-year warranty.
- One encrypted flash drive.
- One standard mouse.
- One magnetic card reader.

### Purchase Process

Upon receipt of the properly completed and signed grant agreement, the Bureau of Elections will place an order for the laptops and accessories. The laptops and

accessories will be shipped directly to the Bureau of Elections in Lansing and will be distributed at training sessions. Each jurisdiction must fill out a user receipt/acceptance form, certifying that the clerk received the number of laptops ordered and that the laptops are in working order. (The Bureau of Elections will provide a user receipt/acceptance form at the training sessions.)

The laptops and accessories become the property of the city or township upon receipt and acceptance. *All maintenance outside of warranty work is the responsibility of the city or township.*

Clerks must place HAVA stickers on each laptop and maintain inventory control as outlined in the Grant Agreement. The Bureau of Elections will provide HAVA stickers.

#### Program Limitations

The Bureau of Elections will only provide laptops for cities and townships that wish to use the E Poll Book. *This program does not include the purchase of laptops for use with the E Precinct List.* The E Precinct List is normally used only to check in voters, update voting history and to ensure that voters are in the proper precinct.

No additional maintenance beyond the four years will be provided by the State. Also, the State is under no obligation to purchase E Poll Book computers after the two purchase periods.

If you have any questions regarding the E Poll Book laptop program, please feel free to contact the Bureau of Elections at [ElectionsPDD@michigan.gov](mailto:ElectionsPDD@michigan.gov) or at 517-373-2540.

April 29, 2011

**STATE OF MICHIGAN  
MICHIGAN DEPARTMENT OF STATE  
AND  
City of Fenton  
GRANT AGREEMENT**

**QUALIFIED VOTER FILE'S ELECTRONIC  
POLL BOOK (EPB)  
LAPTOP & ACCESSORIES PURCHASE**

This Grant Agreement is between the Michigan Department of State ("Department") and the City of Fenton ("Grantee"). This document shall constitute the Grantee's agreement for the receipt of goods purchased with federal funds provided to the Department under the provisions of Title II, Section 251, of the Help America Vote Act (HAVA), CFDA 90.401. The Department refers to this program as the Qualified Voter File's Electronic Poll Book (EPB) Project.

The purpose of this grant is to provide EPB laptop/accessories to all voting precincts in participating jurisdictions throughout the state of Michigan to be used during elections to automate and document certain voter verification and ballot tracking functions as performed by the various boards of election inspectors at the polls and to automate the updating of the Qualified Voter File (QVF) voter history following an election.

**1. Grant Period:**

Original Grant Agreements must be signed and returned. No photocopies, faxed copies, or altered Grant Agreements will be accepted. EPB laptop/accessories will be ordered after Grant Agreements have been received from all participating jurisdictions. Agreements should be returned to:

Steven Calandro  
Michigan Department of State  
Budget Services Division, Grant Section  
430 West Allegan, 4<sup>th</sup> Floor  
Lansing, MI 48918

**2. Program:**

This program provides an EPB laptop with accessory package to each voting precinct to be used for each election. This package consists of one laptop, one encrypted 1 gigabyte (GB) USB flash drive, one mouse, and one magnetic stripe card reader. The primary use of the laptop/accessories must be related to EPB activities. Other uses are acceptable if they directly relate to the administration of elections. By participating in this program, the Grantee agrees that the laptop/accessories' primary use will be related to EPB. The program will apply to an entire jurisdiction; no precinct or any other subdivision of the Grantee's jurisdiction can be excluded from this program. The Grantee agrees to use the laptop/accessories in all precincts for all elections. (The Bureau of Elections may approve the use of the E Poll Book in fewer than all precincts.) Laptops/accessories must be made available for the conduct of all school, village or other consolidated elections.

**3. Acquisition:**

The Department will review and, once approved, provide the Grantee with a copy of the fully executed Grant Agreement signed by a signatory from City of Fenton and the Department. The Department will initiate laptop/accessories orders directly with the contractor and will provide the Grantee with an Acceptance Certificate/Payment Authorization Form, which must be submitted by the Grantee to the Department within ten days of the receipt of the laptop/accessories. This form certifies that the laptop/accessories package has been received, tested, and is in working order. It will also serve as authorization for the Department to pay the contractor.

**4. Ownership:**

The Grantee will own the laptop/accessories purchased with funds awarded under this Grant Agreement. A control system must be developed to ensure adequate safeguards to prevent loss, damage or theft of the laptop/accessories. Any loss, damage or theft shall be investigated and reported to the Department. Adequate maintenance procedures must also be developed to keep the laptop/accessories in good condition. If the Grantee, for any reason, stops utilizing the laptop/accessories for the purpose intended, it must notify the Department. Disposal of the laptop/accessories is at the Departments' discretion and requires notification by the Grantee.

**5. Records Maintenance and Retention:**

The Grantee must retain all books, accounts, reports, files, and any other records relating to this program for a period of not less than 6 years from the date of the Department's final expenditure report to the federal government, or until any litigation or audit findings have been resolved. These materials, along with all laptop/accessories must be produced for inspection, review and/or audit when required by the Department. The laptop must have an affixed label (provided by the Department) indicating that it was purchased with HAVA funds. For Federal audit and inventory purposes, the Grantee will also provide information to the Department pertaining to any maintenance that requires replacement of any laptop/accessories.

**6. Secure Computing:**

Grantees are required to provide Antivirus protection for all laptops under this program. (The Bureau of Elections maintains a list of acceptable anti-virus packages that will be provided upon request). The anti-virus software and virus definitions must be enabled and kept up to date. Users are required to scan their laptops and external flash drives for viruses regularly and within one week of each Election Day. On Election Day, the laptop cannot be connected in any way to the Internet or to any network. Grantees and their authorized assistants agree not to leave the EPB software signed-on while unattended. Grantees agree to abide by all security requests made by the Bureau of Elections and to allow the Bureau of Elections access to all laptop/accessories upon which the EPB is installed to perform random audits and/or inventories.

**7. Software Requirements:**

The EPB software may only be activated for official Election Day use or to perform pre-election testing and training. Versions of the EPB created for testing and training purposes must be deleted and "data wiped" prior to use at an actual election. The EPB must be installed and operated in a manner designated by the Bureau of Elections. The folder and associated files may not be copied, moved, or replicated to any drive or folder other than those designated by the Bureau of Elections. All Election Day data stored on Memory Sticks and all EPB folders and files stored on computers used at the polls on Election Day must be deleted by the 7th Calendar day following the final canvass and certification of the election unless a petition for recount has been filed and the recount has not been completed or the deletion of the data has been stayed by an order of the court or the Secretary of State.

All files extracted from the QVF to support the installation of the EPB and all restore and extract files derived from the EPB, with the exception of the "voter history" file, must be retained in a single encrypted flash drive for each precinct. Storage media with all files must be delivered to a designated local receiving board by two election inspectors representing different political party affiliations immediate following the close of the polls.

To access voter data within the EPB, a "strong" encryption key must be set. ("Strong" is defined as an encryption key that contains at least eight upper and lower case alpha and numeric characters.) The encryption key should be known only to the Grantee and authorized assistants. Grantees and their authorized assistants having access to the encryption key agree that the encryption key will not be shared or displayed.

The Grantee understands that all users, including each election inspector granted access to the EPB, must be assigned a unique UserID and password. Passwords must be "strong". UserIDs and passwords should be memorized or stored in a secure location. Grantees and their authorized assistants agree that unique UserIDs and passwords will not be shared or displayed.

Grantees agree that at no time will they allow the EPB software to be distributed, decompiled, reverse engineered, or be used for any purpose other than the software's intended election management functionality.

#### **8. User Participation:**

Eligibility to participate requires that the Grantee agrees to maintain the QVF and update election and voter history data by:

1. Ensuring the entry of new and updated voter information prior to each election;
2. Ensuring all survey information is provided to the County as required for E-Wizard stages 1 and 2 within set deadlines;
3. Ensuring storage, distribution, and collection of the laptop/accessories, including installation and initial setup of the EPB on the laptops prior to and after Election Day;
4. Ensuring the entry of voter history within 14 days after election;
5. Evaluating and maintaining their street indexes.
6. Setting up ballot styles, AV counting boards and combined precincts when appropriate in the QVF software for every election.
7. Otherwise maintaining the QVF in any way deemed necessary by law or by the Department.

The Grantee also agrees to:

1. Certify in writing prior to every election that the jurisdiction is prepared to use the EPB.
2. Attend and successfully complete a training session sponsored by the Bureau of Elections.

The Grantee also understands that:

1. The EPB software contains personal voter information that must be protected;
2. All State data security requirements and procedures must be followed as identified in (Attachment 1).

The Grantee further agrees that:



1. One or more receiving board(s) will be authorized and used in conjunction with the EPB and that the receiving boards will be responsible for reviewing and attesting to the genuineness of the reports generated from the EPB as supplements to the official Poll Book for each precinct and for performing other duties as defined to ensure the timely completion, assembly, and security of all required election documents and materials as defined by law. Grantee agrees to establish receiving boards for each election or otherwise comply with procedures prescribed by the Bureau of Elections. Alternative procedures will be provided by the Bureau of Elections for jurisdictions that do not maintain more than a single polling place.
2. In the event of a system interruption, malfunction, or failure, the following hardcopy documents and forms will be immediately delivered to each affected precinct:
  - a. Official Precinct List
  - b. List of Voters as a supplement to the precinct Poll Book
  - c. Ballot Summary as a supplement to the precinct Poll Book
  - d. Remarks Section as a supplement to the precinct Poll Book
3. All contingency measures as defined by the Bureau of Elections will be immediately implemented in the event of a system interruption, malfunction, or failure during the course of an election.

**9. Training:**

The Bureau of Elections will provide training and consultation on the installation and use of the EPB software. EPB administrators and authorized assistants will be required to participate in an initial state-provided training session prior to receiving the laptops and peripherals and using the EPB software. EPB administrators and authorized assistants will be responsible for the training of their election inspectors. The training session will consist of EPB operation manual, election inspector instructions, and required security practice orientation. The QVF Help Desk will offer advice and instruction on the installation and use of the EPB software. The QVF Help Desk does not support laptop/accessories issues. Hardware issues need to be addressed as stipulated in the warranty agreement.

**10. Mandatory Conditions:**

**Laws**

This is a State of Michigan Grant Agreement and is governed by the laws of the State of Michigan. Any dispute arising as a result of this agreement shall be resolved in the State of Michigan.

**Validity**

This Grant Agreement is valid upon approval by the State Administrative Board and approval and execution by the Department.

**Funding**

This Grant Agreement is subject to and contingent upon the availability and appropriation of federal funds and any necessary State appropriation.

**Cancellation**

The Department may cancel this Grant Agreement upon failure to comply with the terms of the grant.

**Entire Agreement**

This Grant Agreement shall represent the entire agreement between the Department and Grantee regarding HAVA funding for EPB laptop/accessories, and supersedes any prior oral or written agreements, and all other representations between the parties relating to this subject.

**Adherence to Terms**

The failure of a party to insist upon strict adherence to any term (s) of this Grant Agreement shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term, or any other term of the Grant Agreement.

**11. Administration of Agreement:**

The Grant Administrator on behalf of the Department for this grant application and the final Grant Agreement will be David Tarrant, Elections Specialist; Program Development Division, Bureau of Elections. All questions, comments and correspondence regarding this Grant Agreement must be submitted in writing via e-mail to [ElectionsPDD@Michigan.gov](mailto:ElectionsPDD@Michigan.gov).

**12. Certification/Signature:**

The following signatory certifies that s/he is authorized to sign and bind \_\_\_\_\_ City of Fenton \_\_\_\_\_ to this Grant Agreement. Further, the person signing has reviewed and agrees to the conditions as outlined in this grant, and has personally examined and is familiar with the information submitted herein, as well as the requirements of the Help America Vote Act under which this grant has been submitted.

The Grantee further understands that the EPB software is the property of the Bureau of Elections; the Bureau of Elections reserves the right to discontinue support and/or suspend access to the EPB software at any time and that improper use of the software and/or laptop/accessories will result in the immediate termination of this agreement.

**13. Laptop Computers and Accessories Awarded**

An EPB Laptop and Accessories Package consists of the following items:

1. One Laptop Computer for Each Precinct in the Jurisdiction
2. One Laptop Case for Each Laptop
3. One Encrypted 1 gigabyte (GB) USB Flash Drive, for Each Laptop
4. One Mouse for Each Laptop
5. One Magnetic Stripe Card Reader for Each Laptop

**Number of Precincts in the Jurisdiction: 5**

For ( City of Fenton ):

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Title (print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

For the State of Michigan, Department of State:

\_\_\_\_\_  
Cindy Paradine  
Acting Budget Services Division Director

\_\_\_\_\_  
Date

This Section for Internal Office Purposes Only Bureau of Elections			
Authorized by:		Date:	
		Date:	

## **Fenton Train Depot Lease**

THIS LEASE AGREEMENT ("Lease"), made as of the Effective Date (as defined in Section 2.0), by and between THE CITY OF FENTON, whose address is 301 S. Leroy St., Fenton, MI 48430 ("Landlord") and SOUTHERN LAKES PARKS & RECREATION, whose address is 150 South Leroy St., Fenton MI, 48430 ("Tenant").

### **RECITALS**

For and in consideration of the premises and the covenants herein contained, the parties, intending to be legally bound, agree as follows:

#### **1.0 LEASED PREMISES:**

In accordance with the provisions of this Lease, Landlord leases unto Tenant, and Tenant takes and hires from Landlord, the premises commonly known as the Fenton Train Depot, and legally described as set forth in Exhibit A, attached hereto and made a part hereof.

#### **1.1 COVENANT OF QUIET ENJOYMENT/EXCLUSIVE USE**

The Landlord covenants that Tenant shall be entitled to the peaceful enjoyment, undisturbed possession and exclusive use of the premises for the term herein. Landlord further covenants that it has the full right, power and authority to enter into and perform this Lease.

#### **2.0 TERM:**

The initial term of this Lease shall be for two (2) years, commencing on May 1, 2011 and ending April 30, 2013. The Lease may be renewed or extended only by the mutual agreement of the Landlord and the Tenant. Such agreement to renew or extend the Lease shall be in writing.

The Lease may be cancelled for any reason at the exclusive discretion of the Landlord upon ninety (90) days written notice to the Tenant.

#### **3.0 RENT:**

Tenant agrees to pay and Landlord agrees to accept an annual rental for the premises in the amount of One Dollar (\$1.00), for each year of the term of this Lease. Said amount shall be paid in advance to the Landlord at the address set forth above on or before May 1st of each year of the term of this Lease.

4.0 **REPAIRS AND MAINTENANCE:**

Tenant covenants and agrees that it will, at its own expense, during the continuation of this Lease, keep the Leased Premises and every part thereof in as good repair and at the expiration of the term yield and deliver up the same in like condition as when taken, reasonable use and wear thereof excepted.

4.1 **HISTORIC NATURE PRESERVED**

Tenant will not make renovations to the Leased Premises that would alter the historical significance of the building. Any renovations will be made in conjunction with the historical presence of the building.

4.2 **WORKMANSHIP OF ALTERATIONS**

Any renovations by Tenant shall be performed in a workmanlike manner, in accordance with all applicable laws, ordinances and regulations at Tenant's sole cost and expense, according to specific plans and specifications, which shall be first submitted to and approved by Landlord. Landlord shall not unreasonably withhold approval for such projects, but may condition approval upon satisfactory financial assurances that no liens will attach to the premises due to said plans. If Landlord has not approved or not reasonably objected to the plans and specifications within twenty-one (21) days after Landlord's receipt of same, then the plans and specifications shall be deemed approved.

4.3 **RIGHT OF ENTRY**

Tenant covenants and agrees that Landlord may enter the Leased Premises at reasonable hours of any business day during the term to ascertain if the premises are in proper repair and condition, provided Landlord shall not unreasonably interfere with the operation of Tenant's use of the Leased Premises. In the event of an emergency, Landlord may enter the Leased Premises and make such repairs or alterations as may be necessary or appropriate to the safety or preservation thereof.

5.0 **INSURANCE AND INDEMNIFICATION:**

Tenant agrees to and does hereby indemnify and hold Landlord harmless of, from and against all liability for damages to any person or property in, on or about the Leased Premises from any cause whatsoever. During the term of this Lease, Tenant, at Tenant's expense, shall maintain in full force and effect general public liability and property damage insurance against claims for injury, wrongful death and property damage, commonly known as Comprehensive General Liability Coverage, occurring upon, in or about the Leased Premises and the appurtenances thereto, and which shall name Landlord as an additional insured, in the aggregate sum of not less than Two Million Dollars (\$2,000,000.00) per occurrence. In the event of an occurrence, Tenant shall cover any deductible required pursuant to the insurance policy.

6.0 **UTILITIES**

Tenant shall be responsible for the payment of all utilities. Tenant shall also be responsible for all telephone and/or communication expenses, including installation of lines (if necessary) and all service charges relating to the provision of such service.

7.0 **TAXES**

Tenant shall pay any applicable property taxes and assessments of the Leased Premises relating to its use that shall be charged, levied, assessed and/or imposed.

8.0 **TERMINATION OF LEASE:**

This Lease shall terminate upon the expiration of the Lease Term or by the mutual agreement of Landlord and Tenant. Upon the expiration of the Lease Term, or upon the earlier termination of this Lease, Tenant shall surrender peaceable possession of the Leased Premises.

9.0 **LIENS:**

Tenant shall not cause or permit the Leased Premises or any part thereof, or Tenant's leasehold interest therein, at any time during the Lease Term, to become subject to any vendor's, mechanic's, construction, laborer's or materialmen's lien or other lien based upon the furnishing of material, services or labor to Tenant or the Leased Premises and contracted for by Tenant, nor shall Tenant cause Tenant's leasehold interest to be mortgaged or otherwise to stand as security for the repayment of any debt owed by Tenant.

10, **WAIVER OF LIABILITY**

Tenant does hereby remise, release, and discharge the Landlord, and any officer, agent, employee, or representative thereof, of and from any liability whatsoever hereafter arising from loss, damage, or injury caused by intentional act, negligence, fire or other casualty for which insurance (permitting waiver of liability and containing waiver of subrogation) is carried by the injured party at the time of such loss, damage, or injury to the extent of any recovery by the insured party under such insurance.

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11.0 **PARKING**

Tenant agrees not to erect any signs in or around the parking area indicating that any parking spaces or sections of the parking lot are reserved for any purpose. Tenant shall have employees park toward the rear of the parking area provided for the building so as to maintain open parking for the customers and clients of the Landlord and Tenant.

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12.0 **ALTERATIONS AND SURRENDER OF PREMISES**

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The Tenant covenants and agrees that it will make no structural change or major alteration to the premises or surrounding area without Landlord's consent, which shall not be unreasonably withheld, and that it will not in any manner deface or injure said premises or any part thereof, and that it will return said premises peaceably and promptly to the Landlord at the end of the term of this Lease, or at any previous termination thereof, in as good condition as the same are now in, ordinary wear and tear excepted. Tenant further agrees that any structural or major changes made to the premises shall be deemed part of the realty and the sole and absolute property of Landlord upon surrender of the premises.

13.0 **TRADE FIXTURES AND PERSONAL PROPERTY**

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Any trade fixtures, equipment, and other property installed in or attached to the demised premises by or at the expense of the Tenant shall remain the property of the Tenant. The Tenant shall have the right to remove any and all of its trade fixtures, equipment, and other property provided, however, that in the event of such removal, the Tenant shall restore the premises to substantially the same condition in which the premises were at the time the Tenant took possession, ordinary wear and tear is accepted.

14.0 **DESTRUCTION OR DAMAGE TO PREMISES**

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In the event that the leased premises is destroyed or otherwise damaged to the extent that it is unusable by the Tenant, regardless of manner, cause or fault, the Landlord is under no obligation to rebuild or repair the leased premises. Furthermore, in the event of destruction of or damage to the premises, the Landlord is under no obligation to relocate the Tenant to a suitable replacement premises. In the event that the premises is destroyed or is otherwise damaged to the extent that it is unusable by the Tenant, the lease shall become immediately cancelable at the Landlord's exclusive discretion.

15.0 **ASSIGNMENT**

Tenant shall not assign, transfer, or sublease the Leased Premises to any other party.

16.0 **SEVERABILITY:**

The unenforceability or invalidity, if any, of any provision of this Lease shall not render any other provision or provisions unenforceable or invalid and the remainder of this Lease shall not be affected thereby and the balance of the terms and provisions of this Lease shall be valid and enforceable, the remaining portion thereof shall be enforced to the fullest extent permitted by law.

17.0 **ENTIRE AGREEMENT:**

This Lease constitutes the entire agreement between the parties and may not be modified in any manner except by a writing signed by the parties.

**AUTHORIZING SIGNATURES:**

Lynn Markland, Fenton City Manager

\_\_\_\_\_, Date, \_\_\_\_\_

Witness for the City of Fenton

\_\_\_\_\_, Title, \_\_\_\_\_

Date: \_\_\_\_\_

Vince Paris, Southern Lakes Parks & Recreation Executive Director

\_\_\_\_\_, Date, \_\_\_\_\_

Witness for Southern Lakes Parks & Recreation

\_\_\_\_\_, Title, \_\_\_\_\_

Date: \_\_\_\_\_

