

**NOTIFICATION OF MEETING  
DOWNTOWN DEVELOPMENT AUTHORITY  
REGULAR MEETING**

**DATE OF MEETING:** Wednesday, August 14, 2024  
**TIME OF MEETING:** 5:30 PM

**MISSION STATEMENT**

**To take the Village of Lexington's history into the future through preservation, restoration and promotion**

**CALL TO ORDER REGULAR MEETING:**

**ROLL CALL:** Adams, Bender, Bales, Kaatz, Westbrook, Drouillard, McGovern, Zysk, Diener

**ATTENDANCE:**

**APPROVAL OF AGENDA**

**APPROVAL OF MINUTES** – Motion to approve the July 10, 2024 minutes as presented.

**PUBLIC COMMENT –**

**REVIEW OF FINANCIAL INFORMATION** – Motion to approve the financials as presented.

**UNFINISHED BUSINESS:**

1. Harbor Update – Fisher
2. Village Green Lease Proposal & Next Steps – McGovern
- 3.

**NEW BUSINESS:**

1. Christmas Decorations & RFP – McGovern
2. Advertising & Promotion Discussion – McGovern
  - a) Ribbon Cutting (Thumb Bank & Trust, etc.)
  - b) Public Billboards / Signage
  - c) Village Web Site
  - d) Other
3. Any Seasonal Approvals needed before next meeting – McGovern
4. Elect Vice Chairperson – McGovern

**CORRESPONDENCE** – Thank You Letter from Lexington Arts Council

**PUBLIC COMMENT**

**ADJOURNMENT**

**VILLAGE OF LEXINGTON  
DOWNTOWN DEVELOPMENT AUTHORITY  
REGULAR MEETING  
Village of Lexington – 7227 Huron Ave., Lexington, MI  
July 10, 2024**

**CALL TO ORDER:** Chairperson McGovern called the meeting to order at 5:30 pm.

**ROLL CALL:** by Vicki Scott

**PRESENT:** Adams, Bender, Kaatz, Westbrook, Drouillard, McGovern, Zysk, Diener

**ABSENT:** Bales, VanDyke

**OTHERS PRESENT:** L. Fisher, K. DeCoster

**ATTENDANCE:** Bales, VanDyke excused

**APPROVAL OF AGENDA:**

**MOTION** by McGovern, seconded by Bender, to approve the agenda as amended adding #4 Harbor Update under Unfinished Business and adding #2 Resignation under New Business.

All Ayes

Motion Carried

**APPROVAL OF MINUTES:**

**MOTION** by Bender, seconded by Adams, to approve the June 12, 2024 minutes as presented.

All Ayes

Motion Carried

**PUBLIC COMMENT:** None

**REVIEW OF FINANCIAL INFORMATION:** - McGovern explained the financial reports and answered questions.

**MOTION** by Adams, seconded by McGovern, to approve the financials as presented.

Roll Call:

Ayes: Adams, McGovern, Westbrook, Drouillard, Bender, Zysk, Diener, Kaatz

Nays: None

Motion Carried

**UNFINISHED BUSINESS:**

1. **Ice Cream Social Update** – McGovern explained this event went extremely well. The A&W and other shops all indicated their business went up that day due to the traffic that was in town for this event. Kaatz suggested we do this event next year even if the grant is not available. Bender stated the grant should be available and will follow up.
2. **4<sup>th</sup> of July Fireworks & Parade Update/Reimbursements** – McGovern explained everything went as expected for the parade and fireworks. McGovern went over all the sponsors that donated for this event. Kaatz suggested getting sponsors at the end of the year for the upcoming summer events. McGovern explained we need to approve some reimbursements for this event.

**MOTION** by Adams, seconded by Bender, to approve \$4,812.50 reimbursement to the LBA for expenses they paid for the fireworks.

Roll Call:

Ayes: Adams, Bender, Westbrook, Drouillard, Zysk, Diener, Kaatz, McGovern

Nays: None

Motion carried

**MOTION** by Bender, seconded by Westbrook, to reimburse Mike McGovern \$5,312.50 for the fireworks payments.

Roll Call:

Ayes: Bender, Westbrook, Adams, Drouillard, Zysk, Diener, Kaatz

Nays: None

Abstain: McGovern

Motion carried

Discussion followed about prior payments made by the LBA to the Cros-Lex marching band and cheerleaders.

**MOTION** by Drouillard, seconded by Zysk, to approve up to \$2,700.00 for expenses related to 4<sup>th</sup> of July fireworks and parade to Matrix, DJ Kurt, VIP event miscellaneous items, and Cros-Lex marching band.

Roll Call:

Ayes: Drouillard, Zysk, Diener, Kaatz, Bender, Westbrook, Adams, McGovern

Nays: None

Abstain: McGovern

Motion carried

3. **Village Green Next Steps** – McGovern explained we have a draft lease to discuss for the property located at the Village Green. The owner is not currently open to sell this property. Lengthy discussion followed on what the board would like to see as possible terms included in the draft lease. Discussion followed on what events the DDA would like to see take place on this property. Kaatz explained we cannot pay someone else's taxes. This would need to also go to Council. Discussion followed on what costs would be involved. Board agreed to have McGovern and attorney reword the draft lease and bring back to the Board for review.
4. **Harbor Update** – Fisher explained the process is moving slow. On July 25 we have a meeting to discuss not moving the round-about. Soil testing will take place on August 5, 2024.

**NEW BUSINESS:**

1. **Keel Renewal** – McGovern explained we received the renewal form from the Keel. McGovern asked if the Board wishes to renew the Keel. Discussion followed.

**MOTION** by Bender, seconded by Adams, to not renew the contract with Keel for this upcoming year.

Roll Call:

Ayes: Bender, Adams, Westbrook, Drouillard, Zysk, Diener, Kaatz, McGovern

Nays: None

Motion Carried

2. **Resignation** – McGovern explained James VanDyke has submitted his resignation.

**MOTION** by Kaatz, seconded by Drouillard, to accept James VanDyke's resignation with regret.

All Ayes

Motion carried

**CORRESPONDENCE:** None

**PUBLIC COMMENT:**

- Kathy DeCoster (5203 Main St.) – commented on the poles, banners and outhouse rentals.

**ADJOURNMENT:**

McGovern adjourned the meeting at 6:48 p.m.

Respectfully submitted,

Vicki Scott

PERIOD ENDING 06/30/2024

GL NUMBER	DESCRIPTION	2023-24		ACTIVITY FOR	YTD BALANCE	% BDGT
		ORIGINAL BUDGET	AMENDED BUDGET			
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY						
Revenues						
Dept 248 - ****DDA EXPENSES****						
248-248-402.500	DDA TAXES FROM VILLAGE	101,124.00	101,124.00	0.00	90,647.25	89.64
248-248-402.600	DDA TAXES FROM TOWNSHIP	83,750.00	83,750.00	0.00	104,794.17	125.13
248-248-477.000	INTERNET REVENUE	0.00	0.00	0.00	0.00	0.00
248-248-642.000	DONATIONS	0.00	0.00	0.00	0.00	0.00
248-248-642.002	PARADE FEE	0.00	0.00	300.00	425.00	100.00
248-248-642.003	SPONSORSHIP - JULY 4TH FIRE WORKS	0.00	0.00	10,000.00	11,700.00	100.00
248-248-665.000	INTEREST EARNED	3,000.00	3,000.00	1,697.60	15,872.14	529.07
248-248-686.500	MISC ACCT OF REVENUE	0.00	0.00	0.00	2,300.00	100.00
248-248-699.000	TRANSFER IN OPEN ACCOUNT	0.00	0.00	0.00	0.00	0.00
248-248-699.101	TRASFER IN FROM GENERAL FUND FOR CAPITA	0.00	0.00	0.00	0.00	0.00
Total Dept 248 - ****DDA EXPENSES****		187,874.00	187,874.00	11,997.60	225,738.56	120.15
TOTAL REVENUES		187,874.00	187,874.00	11,997.60	225,738.56	120.15
Expenditures						
Dept 248 - ****DDA EXPENSES****						
248-248-699.940	ADMINISTRATIVE REIMBURSEMENT	11,001.00	11,001.00	916.74	11,000.88	100.00
248-248-702.600	DPW WAGES	30,000.00	30,000.00	3,130.94	22,038.37	73.46
248-248-709.100	MATCH - SOCIAL SECURITY	2,437.00	2,437.00	237.94	1,712.73	70.28
248-248-710.500	MICH EMP SEC COM	300.00	300.00	19.71	107.54	35.85
248-248-713.650	DPW-WATER WAGES OVERTIME	0.00	0.00	0.00	546.30	100.00
248-248-715.400	PENSION	3,600.00	3,600.00	406.78	2,595.11	72.09
248-248-716.401	AXA EQUITABLE MATCH	1,000.00	1,000.00	63.21	781.94	78.19
248-248-719.200	BLUE CROSS	7,200.00	7,200.00	454.12	5,473.45	76.02
248-248-724.300	LIFE INSURANCE	260.00	260.00	21.13	220.82	84.93
248-248-752.000	SUPPLIES	4,000.00	4,000.00	353.62	2,184.97	54.62
248-248-779.000	CHRISTMAS SUPPLY	15,000.00	15,000.00	0.00	7,105.84	47.37
248-248-797.000	COMPUTER-HARDWARE-SOFTWARE	0.00	0.00	0.00	0.00	0.00
248-248-802.000	AUDIT	0.00	0.00	0.00	0.00	0.00
248-248-802.200	CONTRACTED SERVICES	25,000.00	25,000.00	11,962.50	15,313.94	61.26
248-248-811.000	LEGAL	500.00	500.00	540.00	540.00	108.00
248-248-850.000	PHONE/INTERNET EXPENSE	0.00	0.00	0.00	0.00	0.00
248-248-852.100	MUSIC	500.00	500.00	0.00	0.00	0.00
248-248-861.000	MILEAGE	0.00	0.00	0.00	0.00	0.00
248-248-880.100	ADVERT/PUBLICATIONS	12,000.00	12,000.00	0.00	6,000.00	50.00
248-248-909.500	EDUCATION AND TRAINING	1,000.00	1,000.00	0.00	425.00	42.50
248-248-915.000	MEMBERSHIP/DUES	200.00	200.00	0.00	200.00	100.00
248-248-934.000	LANDSCAPING MAINTENANCE	15,000.00	15,000.00	7,833.00	7,880.00	52.53
248-248-937.100	DDA SERVICE PROVIDED BY VILLAGE	0.00	0.00	0.00	0.00	0.00
248-248-940.700	DPW EQUIPMENT	15,000.00	15,000.00	4,020.79	20,990.52	139.94
248-248-955.000	MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
248-248-956.200	DONATION	7,500.00	7,500.00	10,000.00	10,000.00	133.33
248-248-967.000	DDA GRANT	30,000.00	30,000.00	10,000.00	21,801.43	72.67
248-248-977.000	CAPITAL OUTLAY	5,000.00	5,000.00	0.00	0.00	0.00
Total Dept 248 - ****DDA EXPENSES****		186,498.00	186,498.00	49,960.48	136,918.84	73.42
TOTAL EXPENDITURES		186,498.00	186,498.00	49,960.48	136,918.84	73.42

PERIOD ENDING 06/30/2024

GL NUMBER	DESCRIPTION	2023-24		ACTIVITY FOR		YTD BALANCE 06/30/2024	% BDGT USED
		ORIGINAL BUDGET	2023-24 AMENDED BUDGET	MONTH 06/30/2024 INCREASE (DECREASE)	NORMAL (ABNORMAL)		
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY							
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY:							
TOTAL REVENUES							
		187,874.00	187,874.00	11,997.60		225,738.56	120.15
TOTAL EXPENDITURES							
		186,498.00	186,498.00	49,960.48		136,918.84	73.42
NET OF REVENUES & EXPENDITURES							
		1,376.00	1,376.00	(37,962.88)		88,819.72	6,454.92

Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY

GL Number	Description	Balance
*** Assets ***		
248-000-001.100	EASTERN MICHIGAN BANK	10,836.43
248-000-017.000	INVESTMENTS IN SECURITIES GOV MIC	0.00
248-000-017.100	POOLED INVESTMENT ACCOUNT GOV.MIC	384,936.50
248-000-018.100	ACCOUNTS RECEIVABLE	0.00
248-000-076.001	DUE FROM LEX TOWNSHIP	0.00
248-000-123.000	PREPAID EXPENSES	0.00
<b>Total Assets</b>		<b>395,772.93</b>
*** Liabilities ***		
248-000-202.000	ACCOUNTS PAYABLE	540.00
248-000-257.100	ACCRUED WAGES	512.28
<b>Total Liabilities</b>		<b>1,052.28</b>
*** Fund Balance ***		
248-000-390.000	FUND BALANCE ACCOUNT	303,543.55
<b>Total Fund Balance</b>		<b>303,543.55</b>
<b>Beginning Fund Balance - 23-24</b>		<b>303,543.55</b>
<b>Net of Revenues VS Expenditures - 23-24</b>		<b>88,819.72</b>
<b>*23-24 End FB/24-25 Beg FB</b>		<b>392,363.27</b>
<b>Net of Revenues VS Expenditures - Current Year</b>		<b>2,357.38</b>
<b>Ending Fund Balance</b>		<b>394,720.65</b>
<b>Total Liabilities And Fund Balance</b>		<b>395,772.93</b>

\* Year Not Closed

## LEASE AND RIGHT OF FIRST REFUSAL

This Lease and Right of First Refusal (the "Lease") is entered into this \_\_\_\_\_, 2024 (the "Effective Date"), by and between the Harry Joachim and Cindy Joachim, 4233 Radike Road, China, Michigan 48054 ("Landlord") and The Village of Lexington Downtown Development Authority, a Michigan authority, 7277 Huron Ave., Lexington, Michigan 48450 ("Tenant").

### **Recitals**

A. The Landlord is the owner of a certain real property (the "Premises") in the Village of Lexington which is described for tax purposes as follows:

Land situated in the Village of Lexington, Sanilac County, Michigan:

T10N R17E SEC 30 W 32 FT OF LOT 45 & E 42 FT OF LOT 46 ANSON SIMONS PLAT OF VILL OF LEXINGTON

Tax Id: 152-300-000-045-00

Commonly known as: 7263 Huron Ave.

B. The Landlord and the Tenant wish to enter into a lease for the Premises and grant Tenant a right of first refusal to purchase the Premises on the terms and conditions herein.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth in this Lease, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, IT IS AGREED:

1. Lease of the Premises. The Landlord, for the consideration set forth in this Lease, agrees to lease to the Tenant the Premises for the term(s) set forth in Paragraph 2 of this Lease. During the term of this Lease and provided Tenant is not in breach, Tenant shall have exclusive use of the Premises.

2. Term. The initial term of this Lease (the "Initial Term") shall be for three (3) years, commencing on the Effective Date. Tenant shall have one options to renew the Lease, beyond the Initial Term, for an additional three-year term (the "Renewal Term"). In order to exercise its option to renew, Tenant must provide Landlord written notice of its intent to renew prior to the end of the then Initial Term. Except as provided herein, all terms and conditions of the Lease shall apply to the Renewal Term or in the event Tenant is a hold over tenant.

3. Rent and Utilities.

(a) Rent. During the Initial Term and the Renewal Term, if applicable, Tenant shall pay to the Landlord as Rent, at such place as the Landlord may reasonably direct, in lawful currency of the United States, the sum of \$15,100 per 12 months, paid in equal monthly

installments of One Thousand Two Hundred Fifty-Eight and 33/100 (\$1,258.33) Dollars for the first year. Beginning on \_\_\_\_\_ 1, 2025, and occurring on the same date each year thereafter until lease expiration, the Annual Rent will be increased cumulatively by \$500. All Rent is due on or before the first day of each month, but shall not be deemed late until the 10th day of each month.

(b) Utilities. Tenant shall be responsible for all utilities for the Premises, including gas, water, sewer and electric.

4. Property Insurance. Tenant shall be responsible to insure the Premises, any improvements constructed on the Premises by Tenant, and activities conducted on the Premises at rates and levels deemed appropriate by Tenant.

5. Liability Insurance and Indemnity. Except to the extent caused by the negligence or breach of this Lease by Landlord, Tenant, to the extent permitted by law, shall defend, indemnify, and hold harmless Landlord and Landlord's employees, officers, agents, officials, and insurers, from and for all liabilities, claims, damages, injuries, causes of action, fees (including reasonable attorney fees), costs, expenses, fines, judgments or the like, that may be asserted against or arise in any way out of Tenant or Tenant's employees, guests, agents, or invitees, use or occupancy of the Premises.

6. Landlord represents that the Premises is a an environmentally contaminated brownfield, and that such contamination existed prior to Tenant's occupancy of the Premises. Landlord shall defend, indemnify and hold Tenant and Tenant's employees, agents, officials and insurers, from and for all claims, fines, assessments, orders, damages, liabilities or obligations (including remediation and/or clean up obligations), costs, fees (including professionally fees and attorney fees) resulting or arising in any way out of the environmental condition or contamination of or on the Premises. As between Tenant and Landlord, Landlord represents and warrants that it fully liable for all environmental contamination on the Premises, including, but not limited to, remediation, containment and clean up of the same. By signing this Lease, Landlord does not intend to transfer any obligations or liability relating to the environmental condition, including contamination, of the Premises to Tenant and Tenant does not accept such obligations or liability.

7. Personal Property and Real Property Taxes. The Landlord shall pay all personal property taxes levied related to the Premises when due and before the same become delinquent. Landlord shall be responsible for all real property taxes on the Premises.

8. Care of Property. The Tenant shall not perform any acts or carry on any practices which may injure the Premises in any manner whatsoever.

9. Repairs and Alterations, Additions on Improvements. During the term of this Lease, the Tenant, at its own expense, shall keep the Premises in good condition at all times during this Lease. Tenant shall have the right to improve the Premises, in its sole discretion, including, the right to construct improvements and/or structures on the Premises.

10. Use of the Premises. During the continuance of this Lease, Tenant may use the



Premises for any purposes authorized under the law. Tenant will not use the Premises for any purpose in violation of any law, municipal ordinance and regulation and Tenant shall be responsible for any such violation.

11. Covenant Against Liens. Nothing in this Lease shall authorize the Tenant to, and Tenant shall not, do any act which will in any way encumber the title of the Landlord in and to the Premises or the Premises, nor shall the interest or estate of the Landlord in the Premises or Premises be in any way subject to any claim whatsoever by virtue of any act or omission of the Tenant. Any claim to a lien upon the Premises or Premises arising from any act or omission of the Tenant shall be valid only against the Tenant and shall in all respects be subordinate to the title and rights of the Landlord, and any person claiming through the Landlord, in and to the property. The Tenant shall remove any lien or encumbrance on its interest in the Premises or Premises within ten (10) days after it has been recorded; provided, however, that the Tenant may in good faith contest any such item if it posts a bond or other adequate security with the Landlord.

12. Assignment and Subletting. Except as provided herein, Tenant covenants not to assign or transfer this Lease or hypothecate or mortgage the same or sublet the Premises or any part thereof without the prior written consent of the Landlord. Provided, Tenant may use the Premises for public purpose and/or allow the public to let, license, or reserve the Premises without the prior consent of Landlord. Prior written consent shall not be unreasonably withheld but may be conditioned upon the Tenant's continuing liability under this Lease.

13. The Landlord's Remedies. If (i) default shall be made in the payment of the Rent due under this Lease, and such default shall continue for seven (7) days after written notice from Landlord to Tenant, or (ii) if default shall be made, and not cured within 30 days, in the performance of any of the other covenants or conditions which the Tenant is required to observe and perform under this Lease, then the Landlord may, but need not, treat the occurrence of any one or more of the foregoing events as a breach of this Lease, and thereupon may, at its option, without notice or demand of any kind to the Tenant or any other person, have any one or more of the following-described remedies in addition to all other rights and remedies provided at law or in equity:

(a) Terminate this Lease;

(b) Terminate the Tenant's right of possession and repossess the Premises as permitted by law and without terminating this Lease, in which case the Landlord may, relet all or any part of the Premises for such rent and upon such terms as shall be satisfactory to the Landlord, subject to the duty of mitigation of damages. For the purpose of such reletting, the Landlord may make such repairs, alterations, additions or physical changes in or to the Premises as may be necessary. If the Landlord shall fail to relet the Premises, then the Tenant shall pay to the Landlord as damages the total amount due to be paid by the Tenant during the balance of the Term of this Lease. If the Premises is relet and a sufficient sum shall not be realized from the reletting, after payment of all costs and expenses of such repairs, alterations, additions or physical changes and the expense of such reletting and the collection of rent occurring therefrom, to satisfy the rent to be paid by the Tenant during the remainder of the Term of this Lease, the

Tenant shall satisfy and pay any such deficiency upon demand. The Tenant agrees that the Landlord may file suit to recover any sums falling due under the terms of this paragraph from time to time and that any suit or recovery of any portion due the Landlord hereunder shall be no defense to any subsequent action brought for any amount not theretofore reduced to judgment in favor of the Landlord.

- (c) Have specific performance of the Tenant's obligations.
- (d) Cure the default and recover the cost of such cure.

14. Termination; Surrender of Possession. Upon the expiration or termination of this Lease, whether by lapse of time, operation of law or pursuant to the provisions of this Lease, the Tenant shall:

(a) Restore the Premises to the same condition in which they were in at the beginning of the Initial Term with reasonable wear and tear excepted (except for alterations, additions or improvements made pursuant to Paragraph 8 of this Lease which are affixed to the Premises), remove all of its personal property (except for alterations, additions or improvements made pursuant to Paragraph 8 of this Lease which are affixed to the Premises) from the Premises and repair any damage to the Premises caused by such removal; and

- (b) Surrender possession of the Premises to the Landlord.

If the Tenant shall fail or refuse to restore the Premises in accordance with this Paragraph, the Landlord may do so and recover its cost for so doing. If the Tenant shall fail or refuse to comply with the Tenant's duty to remove all its personal property from the Premises upon the expiration or termination of this Lease, the parties hereto agree and stipulate that the Landlord may, at its election: (a) treat such failure or refusal as an offer by the Tenant to transfer title to such personal property to the Landlord, in which event the title thereto shall thereupon pass under this Lease as a bill of sale; or (b) treat such failure or refusal as conclusive evidence, on which the Landlord shall be entitled to rely absolutely, that the Tenant has forever abandoned such personal property. In either event, the Landlord may, with or without accepting title thereto, keep or remove, store, destroy, discard or otherwise dispose of all or any part therein in any manner that the Landlord shall choose without incurring liability to the Tenant or to any other person. In no event shall the Landlord ever become or be charged with the duties of a bailee of any personal property of the Tenant. The failure of the Tenant to remove any personal property from the Premises shall forever bar the Tenant from bringing any action or asserting any liability against the Landlord with respect to any such property which the Tenant fails to remove.

If the Tenant shall fail or refuse to surrender possession of the Premises to the Landlord upon termination or expiration of this Lease, the Landlord may immediately, without notice, re-enter the Premises and dispossess all persons and effects therefrom using such force as may be necessary. The Landlord shall also be entitled to such other remedies as may be provided it by law or in equity.

15. Conditions of the Premises. The Tenant acknowledges that no representations as to the condition or state of repairs thereof have been made by the Landlord, or its agent, which are not herein expressed, and the Tenant hereby accepts the Premises "as is" in its present condition at the date of the execution of this Lease.

16. Eminent Domain. If the whole or any part of the Premises taken by any public authority under the power of eminent domain, then the term of this Lease shall cease on the part so taken, from the day the possession of that part shall be required for any public reason. The Rent shall be paid up to that day and on that day the Tenant shall have the right either to cancel this Lease and declare the same null and void or to continue in the possession of the remainder of the same under the terms herein provided, except the Rent shall be reduced in proportion to the amount of the premises taken. All damages awarded for such taking shall belong to and be the property of the Landlord whether such damages shall be awarded as compensation or diminution in value to the leasehold or attachments of the Premises; provided, however, that Landlord shall not be entitled to any portion of the award made to the Tenant for loss of business. Notwithstanding the preceding, Tenant shall retain and may assert a claim for damages for the taking of Tenant's leasehold interest in the Premises.

17. Access to Premises. The Landlord shall have the right to enter upon the Premises at reasonable business hours for the purpose of inspection, preventing waste, loss or destruction, enforcing any of its rights or powers under this Lease. The Landlord shall give 48 hours written notice prior to entry. In addition, upon at least 48 hours written notice and during the last 30 days of the Term, the Landlord shall have the right to enter the Premises at reasonable hours for the purpose of showing them to prospective tenants and, during the last six months of the then applicable Term. Provided, except in the case of an emergency, Landlord shall not have the right to enter or access secured or vaulted areas of the Premises during the Term of this Lease without the consent of Tenant.

18. Holding Over. It is hereby agreed that in the event of the Tenant holding over after the termination of this Lease, thereafter the tenancy shall be from month to month in the absence of a written agreement to the contrary.

19. Right of First Refusal. If at any time during the Initial Term or the Renewal Term, Landlord receives a bona fide offer from any person or entity to purchase all or part of the Premises that Landlord intends to accept, the Landlord shall send Tenant a copy of the offer and notify Tenant of Landlord's intention to accept the offer. Tenant shall have the right to purchase the Premises for the same price and on the same terms as detailed in the Offer. To exercise this right, Tenant shall notify Landlord of its intent to exercise its right to purchase the Premises, in writing, within 30 days of receiving notification of the offer from Landlord. If Tenant does not elect to exercise its right to purchase the Premises within 30 days, Landlord may then sell the Premises to the offeror, provided the sale is on the terms and conditions specified in the offer sent to Landlord. If Landlord does not close the transaction with the offeror on the same terms and conditions specified in the offer sent to Landlord, after Tenant's failure to elect to exercise its right, Tenant's right of first refusal shall be reinstated and be in place until its termination as

provided below.

20. Quiet Enjoyment. The Landlord covenants that the Tenant, on payment of the Rent and performing all other covenants contained in this Lease, shall and may peacefully and quietly have, hold and enjoy the Property for the Term.

21. Remedies Not Exclusive. It is agreed that each and every of the rights, remedies and benefits provided by this Lease shall be cumulative and shall not be exclusive of any other of said rights, remedies and benefits, or of any other rights, remedies and benefits allowed by law.

22. No Waiver. The Landlord's waiver of any covenant or condition owed by the Tenant shall not be construed as a waiver of a further breach of the same covenant or condition.

23. Notices. Whenever under this Lease a provision is made for notice of any kind it shall be deemed sufficient notice and service thereof if such notice to the Tenant is in writing addressed to the Tenant at his last known post office address or at the Premises and deposited in the mail with postage prepaid and is such notice to Landlord is in writing addresses to the last known post office address of Landlord and deposited in the mail with postage prepaid.

24. Heirs and Assigns. The covenants, conditions, and agreements contained in this Lease shall bind and inure to the benefit of the Landlord and the Tenant and their respective heirs, distributees, executors, administrators, successors, and assigns.

25. Entire Agreement. This Lease constitutes the entire understanding between the parties and supersedes all prior written agreements and oral understandings between them regarding the subject matter of this Lease. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties to this Lease, relating to the subject matter of this Lease, that are not fully contained in this Lease.

26. Pronouns. Whenever in this Lease words, including pronouns, are used in the masculine, they shall be read in the feminine or neuter whenever they would so apply and vice versa, and words in this Lease that are singular shall be read as plural whenever the latter would so apply and vice versa.

27. Choice of Law. This Lease shall be governed by and construed in accordance with the laws of the State of Michigan that are applied to leases made and to be performed in that state. The invalidation of one or more terms of this Lease shall not affect the validity of the remaining terms.

28. Headings. The headings contained herein are for convenience only and shall not be used to define, explain, modify or aid in the interpretation or construction of the contents of this Lease.

29. Covenants and Conditions. All covenants and conditions contained herein are independent of one another. All of the covenants of the Tenant contained herein shall, at the

option of the Landlord, be construed as both covenants and conditions.

30. Accord and Satisfaction. The Landlord may accept any check or payment of less than the full amount it is owed without prejudice to its right to recover the balance or to pursue any other remedy in this Lease as provided.

31. Binds the Property. This Lease runs with and binds the Premises and the parties hereto as well as their successors and assigns. This Lease may be recorded with the Sanilac County Register of Deeds.

32. Execution and Counterparts. Once this Lease is signed by all parties, it will constitute a binding agreement. This Lease may be executed in two or more counterparts, but all such counterparts, taken together, shall constitute one and the same Agreement. The signature of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day first above written.

LANDLORD

\_\_\_\_\_  
By: Harry Joachim

\_\_\_\_\_  
By: Cindy Joachim

VILLAGE OF LEXINGTON DOWNTOWN  
DEVELOPMENT AUTHORITY

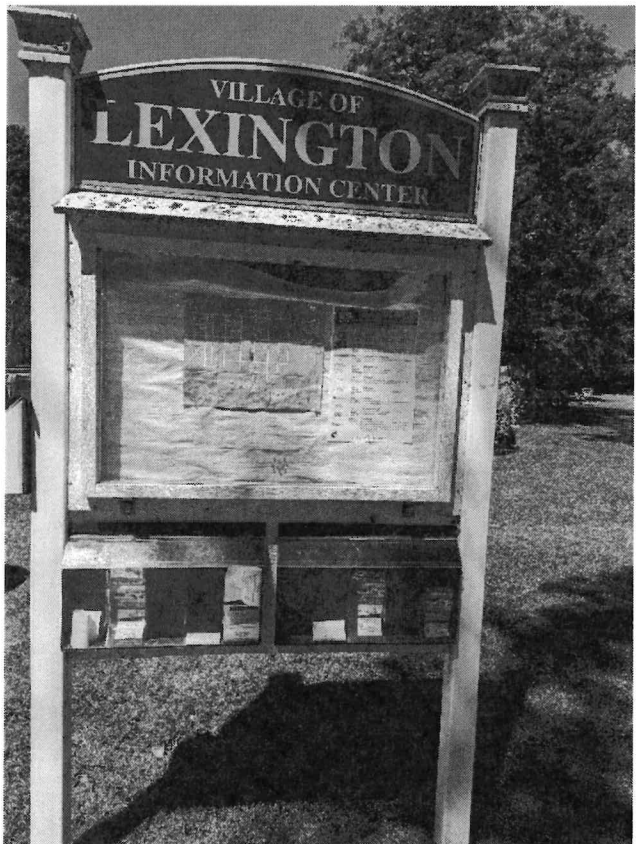
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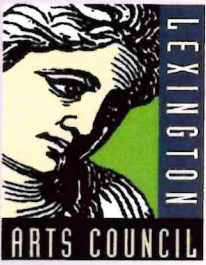
By:  
Its:

VILLAGE OF LEXINGTON PRESIDENT

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By:  
Its:





The Lexington Arts Council satisfies the increasing cultural tastes of the Thumb Blue Water community by producing musical, visual and other fine arts programming.

Board of Directors

- Melissa Anderson
- Patrick Blakeley
- Marianne Boyd
- Steve Disser
- John Groustra
- Liz Jackson
- Lee Jones
- Michelle Measel-Morris
- Dennis Quinn
- Scott Ryan
- Mike Ziegler

*In Memoriam*  
Jim Macksey

Lexington Arts Council  
P.O. Box 434  
Lexington, MI 48450  
810-359-1880  
lexington-arts.org

The Lexington Arts Council is a 501 (c) (3) Publicly Supported Foundation.

July 15, 2024

Village of Lexington - DDA  
7227 Huron Avenue  
Lexington, MI 48450

Hi Village of Lexington - DDA,

♪ Musical experiences taking you higher ♪

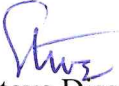
In celebration of the 24<sup>th</sup> annual Lexington Bach Festival, the Lexington Arts Council is proud to present *Ascend*; five dynamic concerts spanning September 11<sup>th</sup>-15<sup>th</sup>. Along with the full festival orchestra, this year will feature artist Geneva Lewis on violin and Colin Davin on guitar. For the complete concert series programming, please visit [www.lexington-arts.org](http://www.lexington-arts.org).

The Lexington Arts Council wishes to thank you for your past support. Your patronage has played a critical role in sustaining the Arts Council's programming. As we approach the 2024 festival season, we respectfully ask for your continued support. Patron benefits are included on the enclosed Patron form.

Thank you for your consideration. We are looking forward to this year's festival and most of all, enjoying it with you!

**THANK YOU!**

Sincerely,

  
Steve Disser,  
Patron Relations

*P.S. – Please don't forget the Art Lives in Lexington on August 3<sup>rd</sup> and 4<sup>th</sup> during the Lexington Fine Arts Fair, downtown Lexington, the Annual Event Party on October 26<sup>th</sup> at the Windjammer and we still have a few Music in the Park concerts yet to go on Friday nights at the park!*

BETOND WORDS—

— I THANK YOU SO MUCH FOR  
ALL OF THE SUPPORT,  
VERY MUCH APPRECIATED!!





The arts are alive in the greater Blue Water community



# All because of

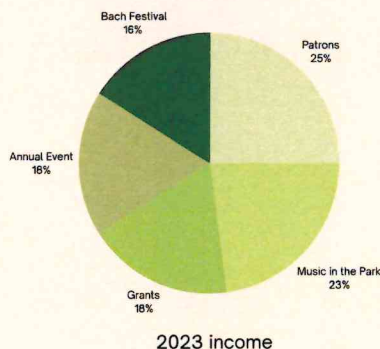
*you*

Your support makes providing musical, visual, and fine arts programs; possible for thousands!

	Project	Details	Outcomes
<b>10</b>	Music in the Park	Free outdoor concerts every Friday night down by the harbor	Approximately 18,000 people attended throughout the summer
<b>4</b>	Lexington Bach Festival	4 classical music concerts throughout the Blue Water area	700+ in attendance to hear world class musicians and a full orchestra
<b>2</b>	<i>New</i> Events	French Boys Choir & Art Lives in Lexington	A once in a lifetime performance from a 30 member boys choir Local artists provided interactive arts at the Lexington Fine Arts Fair
<b>2</b>	Local Scholarships	\$500 scholarship	Local high school graduates pursuing the arts
<b>150</b>	Annual Appreciation Party	Celebration of the arts and the community featuring live visual and performing artists and great food at the Windjammer	150 people enjoyed the sights, sounds and tastes of art at this one of a kind event

**Vision:** The Lexington Arts Council is a catalyst providing cultural experiences and opportunities throughout the greater Thumb Blue Water community

**Mission:** The Lexington Arts Council creates cultural opportunities in the greater Thumb Blue Water community providing musical, visual, and fine arts programming.



<u>Today</u>	→	<u>By 2025</u>
40 patrons	→	100 patrons
30 volunteers	→	50 volunteers
\$139,000 Annual fundraising	→	\$250,000 Annual fundraising

**Lexington Arts Council**  
P.O. Box 434, Lexington, MI 48450

810-359-1880  
[www.lexington-arts.org](http://www.lexington-arts.org)

## 2024 Lexington Arts Council Patron Form

<b>Payment Information Form (please print)</b>					
Patron Name:					
Address:					
City, State, Zip Code:					
Email Address:					
Telephone No:					
<i>If paying by credit card, please complete the section below</i>					
VISA/MasterCard/AmEx No:					
Expiration Date:		CVV Code:		Amount to be charged: \$	
Name on Credit Card (please print):					
Billing Address (full address):					
Cardholder Signature:				Date:	
<b>2024 Lexington Arts Council Patron Benefits</b>					
Category	Amount	Bach Program Listing*	Friday Concert	Saturday Concert & Afterglow*	Sunday Concert
Emerald	\$1000+	X	Four tickets	Four tickets	Four tickets
Diamond	\$500+	X	Three tickets	Three tickets	Three tickets
Platinum	\$350+	X	Two tickets	Two tickets	Two tickets
Gold	\$150+	X	One ticket	One ticket	One ticket
<input type="checkbox"/> I wish to be an Arts Advocate and receive no patron benefits for the following donation \$ _____					
<i>*The 2024 Afterglow Celebration location is yet to be determined.</i>					
*Please list the name(s) in the space below how you would like it to appear in the Bach Festival Program. If your information is not received in time for printing, it will be included in recognition at the Afterglow Celebration.					
Complete this form and include the following information for desired method of payment: <ul style="list-style-type: none"> <li>▪ <b>Credit Card</b> – be sure to sign the form above</li> <li>▪ <b>Check or Money Order</b> included, made payable to <i>Lexington Arts Council</i></li> <li>▪ <b>Pledge</b> – I pledge \$ _____ and will submit my check.</li> </ul>			<u>Mail to:</u> Lexington Arts Council P.O. Box 434 Lexington, MI 48450  <u>Inquiries:</u> call 810-359-1880  <u>Total Amount Enclosed:</u> \$ _____		

*The Lexington Arts Council is a 501(c)(3) publicly supported foundation. A portion of the donation may or may not be tax deductible.*