

(Preliminary minutes – subject to approval by Presbytery of Lake Huron)

**PRESBYTERY OF LAKE HURON**  
Stated Meeting – March 7, 2020

The Presbytery of Lake Huron was called to order with prayer by the Moderator, the Rev. Philomena Ofori-Nipaah, at 9:30 a.m., on Tuesday, March 7, 2020, at the Korean Presbyterian Church of Saginaw, Saginaw, Michigan.

The roll was taken, and the moderator announced that a quorum was present.  
[ATTACHMENT A]

MOTION WAS SUSTAINED to adopt the docket as amended.

Welcome was given by the Moderator.

Visitors and new elder commissioners were introduced.

MOTION WAS SUSTAINED to seat the following as a Corresponding Members: The Revs. Bob Sheldon (Detroit), David Weber (Lake Michigan) and Leigh Holder (New Covenant).

**WORSHIP** included a **CELEBRATION OF THE LORD'S SUPPER**, sermon by the Rev. Dr. Bob Sheldon and an **OFFERING** to the Ecumenical Food Pantry at Saginaw-First.

A short **BREAK** was taken prior to the Equipping for Ministry workshop.

**EQUIPPING TIME** was led by the Rev. Dr. Bob Sheldon. The topic was "The Spirituality of Giving".

Adjourned for lunch following prayer by Leigh Holder.

Reconvened by the Moderator.

The **MODERATOR'S REPORT** was given by the Rev. Philomena Ofori-Nipaah.

A report on the recent **NEXTChurch National Gathering** was given by the Rev. Philomena Ofori-Nipaah and Staci Percy who attended the conference.

The Rev. Philomena Ofori-Nipaah led the **INTERCESSORY PRAYER**.

The **PRESBYTERY COUNCIL** report was given by the Rev. Dr. Dan Saperstein.

The Presbytery Council recommended and presbytery approved:

1. To elect Elder Mary Ann Parker (Saginaw-Countryside) to the Nominating Team, Class of 2023.

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From Policies, Bills and Overtures Team:

The team recommended and presbytery approved:

2. Concurrence to the 224<sup>th</sup> General Assembly of the Human Rights in the Philippines overture adopted by the San Diego Presbytery and to permit the Moderator to appoint an Overture Advocate if needed. [ATTACHMENT B].

[This portion of the report and vote took place later in the meeting following the Mission Coordination Committee report.]

The Presbytery Council presented the following items for information:

3. Re-elected Lindsey Carnes as Presbytery Council Moderator for 2020. Adam Engel was elected Vice-Moderator of the Presbytery Council for 2020.
4. The following were appointed to their respective committees:

Planning, Vision and Equipping:	Moderator Philomena Ofori-Nipaah, Katja Gruening, Christina Jensen, Dan Johnson, and Linda Langrill
Policies, Bills and Overtures:	Moderator Lindsey Carnes, Heather Bailey, Jacob Bennett, Delphine Moore and Matt Schramm.
Budget/ Finance:	Moderator Adam Engel, Bob Emrich and Roger Scovill
Personnel:	Moderator Linda Langrill, Andrew Miller and co-opted members Ewen Holmes and Charlee Litten
5. Approved a one time donation of \$10,000 to Alma College's fund raising campaign "Our Time is Now". The funds would go toward the renovation of the campus and the Dunning Memorial Chapel. Funds from account #000-110-52002 (Expense-Non-Budgeted Expenditures) will be used.
6. For the March 2020 Presbytery meeting offering, worshippers will be invited to bring one or more canned food items, rather than having a cash offering. All food offerings will be given to the Ecumenical Food Pantry at First Presbyterian Church of Saginaw in the name of the Korean Presbyterian Church of Saginaw. If worshippers are unable to bring canned food items, cash offerings will also be accepted.

The **MISSION COORDINATION COMMITTEE** report was given by Elder Kathy Maurer and the Rev Karen Blatt and included information about the ALICE project (**A**sset **L**imited, **I**ncome **C**onstrained, **E**mployed), the Presbyterian Mission Agency and Becoming a Matthew 25 church/presbytery.

The committee recommended and presbytery approved:

1. To become a "Matthew 25 Church" presbytery.

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The Committee presented the following for information:

2. The presbytery will host a Hunger Action Summit on April 6, 2020.

The **EXECUTIVE PRESBYTER** report was given by the Rev. Dr. Dan Saperstein.

At the invitation of the Moderator, Elder Chris Wolf assumed the chair.

The **COMMISSION ON MINISTRY** report was given by Elder Janie Gugino.

The Commission on Ministry recommended and presbytery approved:

1. To authorize the Presbytery moderator to appoint an Administrative Commission of 3 to 5 persons to facilitate the joining of the Korean Presbyterian Church of Saginaw with Somang Korean Church of Saginaw.

The Commission on Ministry reported that it took the following actions on behalf of presbytery:

2. Elected Janie Gugino as COM Moderator and Bill Bowen as COM Vice Moderator for 2020.
3. Boundary training will take place on September 29, 2020 in Saginaw.
4. Approved the part-time CRE contract renewal between Elder Liz Long and Ithaca-Lafayette effective January 1, 2020 for a period of one year. Terms are as follows:

Salary	\$160/week
Social Security/Medicare	N/A
Continuing Education	N/A
Travel Reimbursement	At current IRS Rate
Vacation Allowance	4 weeks including 4 Sundays
Study Leave	2 weeks including 2 Sundays

The Rev. Matt Schramm will continue to serve as her mentor.

5. Approved the renewal of part-time CRE contract renewal between Elder Jon Baker and Rosebush-Rosebush for a period of one year, effective October 1, 2019. Terms are as follows:

Salary	\$200/week
Travel Reimbursement	At current IRS Rate
Vacation Allowance	4-8 Sundays

The Rev. Andrew Miller will continue to serve as his mentor.

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6. Approved the part-time CRE contract between Elder Don Wixson and Vassar-First and commissioning him to serve for a period of one year effective February 1, 2020. Terms are as follows:

Salary	\$22,000
Professional Expenses	\$500
Continuing Education	\$650
Book Allowance	\$500
Travel Reimbursement	At current IRS Rate
Vacation Allowance	4 weeks including 4 Sundays
Study Leave	2 weeks including 2 Sundays

The Rev. Scott Kroener will serve as his mentor.

7. Approved the part-time CRE contract renewal between Elder Peggy Ronk and Breckenridge-Emerson effective January 1, 2020 for a period of one year. Terms are as follows:

Salary	\$12,632
Communications Allow.	\$540
Continuing Education	\$350
Travel Reimbursement	At current IRS Rate
Vacation Allowance	4 weeks including 4 Sundays
Study Leave	2 weeks including 2 Sundays

The Rev. Joy Smith will serve as her mentor.

8. Appointed Joyce Hetzler as Moderator of Session for both Kinde-First and Elkton-Chandler.
9. Appointed an Administrative Commission to Install Leigh Holder as Pastor of Crowell-First on February 16, 2020 at 3:00pm. The commission members are: The Revs. Dawn Russell (Moderator), Katja Gruening, Glenn Grant and Ward Holder (Boston Presbytery) and Elders Al Hosler (Crowell-First) and Dorothy Ruby (Sandusky).
10. Dissolved the Pastoral relationship between Jim Neumann and Saginaw-Second, to grant Honorably Retired status to him and appoint Ted McCulloch as Moderator of Session effective January 31, 2020.
11. Approved a Sabbatical application for the Rev. Andrew Miller.
12. Approved a Shared Grant request for a minister member of presbytery.
13. Directed the Stated Clerk to move the Rev. Rafaat Zaki to Member-At-Large status at the request and with the authorization of the General Assembly Administrative Commission as the Synod of the Covenant.

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14. Authorized the following Ruling Elders to serve communion at the church listed for a period of one year:
  - a. Saginaw-Second: Doug Byron
  - b. Lapeer-First: CJ Merriman
  - c. Kinde First & Elkton Chandler: Bonnie Rapson
  - d. Caro First: Fred Overdier, Terry Wood and Gil Suzor

The **TRUSTEES** report was given by the Rev. Ted McCulloch.

The Trustees presented the following items for information:

1. The 2020 interest rate for all loans is 3.562%.
2. Bob Emrich was re-elected as President, Andrea Drapp was re-elected as Vice President, and Roger Scovill was re-elected as Treasurer. Ted McCulloch was re-elected as secretary.
3. The following were re-elected to the Investment Committee for 2020: Robert Emrich (moderator), Andrea Drapp, Bill Lauderbach, Harold Moldenhauer, and Roger Scovill.
4. An audit will be conducted by Yeo & Yeo CPAs on the Presbytery's 2018 financial records. Time frame is February, 2020.
5. The sale of Grace Community Cathedral Church was completed on January 28, 2020. Proceeds from the sale (\$71,818.09 or 60% of remaining balance as of December, 2019) were received and deposited in the Presbytery's New Covenant Trust portfolio.

The Trustees took the following actions on behalf of the presbytery:

6. If the way be clear pending congregational approval, authorized First Presbyterian Church of Fenton to renew the lease between First Presbyterian Church of Fenton and the City of Fenton Downtown Development Authority to permit use of the church parking lot in exchange for maintenance, snow removal, and repair per the terms attached. [ATTACHMENT C]

#### Rationale:

This is a 25 year extension of the current lease which expired December 31, 2019. Minor changes are being made to the document to correspond to the present day situation. The church lets the city use its parking lot in exchange for maintenance and periodic improvements. A \$25 rental is assessed (\$1/year).

7. If the way be clear pending congregational approval, granted Westminster Presbyterian Church of Bay City permission to sell the property located at 201 N.

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Dewitt Street, Bay City, Michigan 48706 (legal description: E 52.31 FT LOT 7 BLK 10 SAGE & MCGRAWS ADD TO W BC) for no less than \$58,000.

**Rationale:**

The property is a private home currently being rented and acquired in 2018. It was acquired with the vision to expand the church parking. Session has changed their plans and no longer needs the property

Attendees were encouraged to complete their feedback forms prior to leaving.

The **STATED CLERK** report was given by the Rev. Ted McCulloch.

The Stated Clerk recommended and presbytery approved:

1. The minutes of the December 3, 2019 Stated Meeting of the Presbytery.
2. The following actions with regard to the review of Session minutes and Church Registers:
  - a. The minutes of the following churches be approved without exception: Cass City-First
  - b. The church registers for the following churches be approved without exception: Cass City-First
  - c. The following churches still need to be reviewed: Bay City-First, Breckenridge-Emerson, Caro-First, Deckerville-First, Elkton-Chandler, Fairgrove, Fenton-First, Fenton-Tyrone, Flint-Unity, Grand Blanc-Kirkridge, Harbor Beach-First, Ithaca-Lafayette, Kinde-First, Linden, Saginaw-Korean, Sandusky, Twining-Maple Ridge, Ubly-First and Yale-First.

The Stated Clerk reported the following items for information:

3. Schedule of Presbytery Meetings:

Saturday, March 7, 2020	Saginaw-Korean
June 2, 2020	Midland-Chapel Lane
September 15, 2020	Fairgrove
December 1, 2020	Flint-First
Saturday, March 6, 2021	Invitations being accepted
June 1, 2021	Invitations being accepted
September 14, 2021	Invitations being accepted
December 7, 2021	Invitations being accepted

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If you are interested in hosting one of those Presbytery meetings, please **e-mail** the Stated Clerk's office – [tmcculloch@presbylh.org](mailto:tmcculloch@presbylh.org). All meetings start at 9:30 AM. Meeting host churches should be handicap accessible.

4. Presented the Reading of the Necrology Report for 2019. [ATTACHMENT D]

The meeting adjourned following the Reading of the Necrology Report and prayer by the Rev. Ted McCulloch at 2:15 pm.

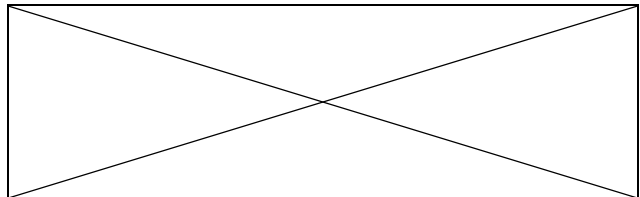
The next stated meeting of the Presbytery of Lake Huron will be held Tuesday, June 2, 2020 at Chapel Lane Presbyterian Church, Midland, Michigan, beginning at 9:30 a.m.

Respectfully Submitted,

Ted McCulloch  
Stated Clerk

**ATTACHMENT A – Attendance**

<u>NAME OF MINISTER</u>	<u>Present</u>	<u>Excused</u>	<u>Absent</u>	<u>NAME OF MINISTER</u>	<u>Present</u>	<u>Excused</u>	<u>Absent</u>
Ahn, Daniel (HR)		1		Neumann, James (HR)		1	
Becker, John (HR)		1		Neuville, Donald (HR)		1	
Blackburn, David (HR)		1		Novak, Joseph		1	
Blatt, Karen (HR)	1			Offrink, James (HR)		1	
Borycz, Edward (HR)		1		Ofori-Nipaaah, Philomena	1		
Brooks, Alexander (HR)		1		Pak, Shimon		1	
Browne, Roger (HR)		1		Park, Dong Won (HR)		1	
Carnes, Lindsey		1		Parker, Kenneth (HR)		1	
Carnes, Robbie		1		Peterson, Alex	1		
Chambers, Janice (HR)		1		Piper, Brant	1		
Chang, Catherine		1		Piper, Leslie		1	
Cundiff, Thomas (HR)		1		Pomerville, Andrew		1	
Cunningham, Bruce (HR)		1		Russell, Dawn	1		
Der-Garabedian, Lucy		1		Russell, Peter (HR)		1	
Emrich, Robert (HR)		1		Saperstein, Dan	1		
Eshelman, David (HR)		1		Schacher, Tom		1	
Evans-Justin, Mary Anne (HR)		1		Schramm, Matthew	1		
Gillette, George (HR)		1		Shoemaker, Rodney		1	
Graham, Linda		1		Shugert, Stephen (HR)		1	
Grant, Glenn	1			Smith, Joy		1	
Grimes, Ronald (HR)		1		Snyder, Noel		1	
Gruening, Katja	1			Stilwell, Elizabeth		1	
Hetzel, Kenneth (HR)		1		Swihart, Dale (HR)		1	
High, Timm		1		Taylor, Robert (HR)		1	
Holder, Leigh	1			Todd, Cassie		1	
Holmes, Ewan	1			Vredeveld, Ron		1	
Hunter, Rhashell		1		Walser, Joseph (HR)		1	
Jensen, Christina	1			Ytterock, Paul		1	
Kroener, Scott	1			Zaki, Raafat		1	
Lawther, Richard (HR)		1		<b>Total Present</b>	17		
Lee, Hoon Koo		1		<b>Total Excused</b>	51		
Loenshal, Michael		1		<b>Total Absent</b>	0		
Marquardt, Charles		1					
Mayton, Wally	1						
McCulloch, Ted	1						
McMellen, Larry (HR)		1					
Miller, Andrew	1						
Moody, Chris		1					
Moon, Hakbae	1						





**ATTACHMENT A – Attendance (Continued)**

<b>NAME OF CHURCH</b>	<b><u>Present</u></b>	<b><u>Absent</u></b>	<b><u>Elder Commissioner(s) Present</u></b>
Alma-First		1	
Bay City-First		1	
Bay City-Westminster		1	
Beaverton	1		Caroline Johnson
Birch Run	1		Lil Ostrom
Breckenridge		1	
Caro		1	
Cass City-First		1	
Cass City-Fraser		1	Elder Requested Excused Absence
Croswell	1		Sally Pomeroy
Davison		1	
Deckerville		1	
Elkton-Chandler		1	
Fairgrove	1		Beth Asperger
Fenton-First		1	
Fenton-Tyrone		1	
Flint-First		3	
Flint-Trinity United		1	
Flint-Unity		1	
Flushing	1		Carol Dulin
Grand Blanc-Kirkridge		1	
Harbor Beach		1	
Holly	1		Jim Lyles
Houghton Lake		1	
Ithaca-First	1		Dale Nester
Ithaca-Lafayette		1	
Kinde-First		1	
Lapeer	1		Lapeer-First
Linden		1	
Marlette-First	1		Judith Hudson
Marlette-Second		1	
Midland-Chapel Lane		1	
Midland-Memorial	2		Tammy Hayhoe, Judy Morgan
Mt. Pleasant	1		Robert Berryman
Rosebush		1	
Saginaw-Countryside Trinity	1		Marcia Lacker
Saginaw-First	1		Janie Gugino
Saginaw-Korean		1	
Saginaw-Second		1	
Sandusky		1	
Swartz Creek	1		Gail Smith
Tawas		1	
Twining		1	
Ubly		1	
Vassar	1		Alex Campbell
Yale		1	
<b>Total Present</b>	<b>16</b>		
<b>Total Represented</b>	<b>15</b>		
<b>Total Not Represented</b>	<b>31</b>		

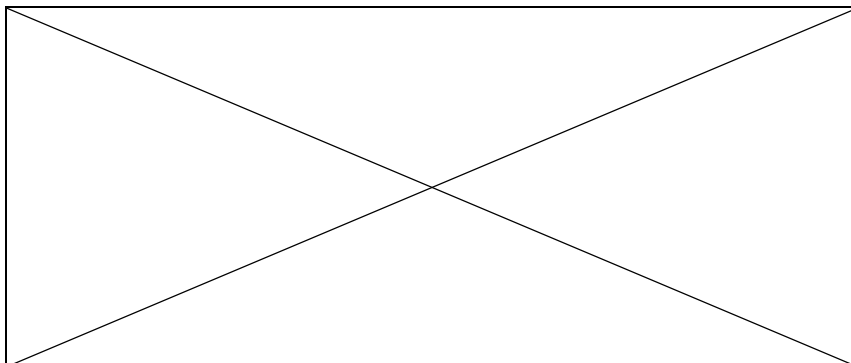
**ATTACHMENT A – Attendance (Continued)**

<b>ELDER MEMBERS</b>	<b><u>Present</u></b>	<b><u>Absent</u></b>	<b><u>Excused</u></b>
Andrea Drapp (Trustee)			1
Adam Engel (Presbytery Council)			1
Sarah Martin-Fanone (Presby Council)			1
Janie Gugino (COM Moderator) ***			1
Linda Langrill (Vice Moderator)			1
Georgia McCall (PW Moderator)			1
Delphine Moore (Presbytery Council) ***			1
Roger Scovill (Treasurer) ***			1
<b>Total Elder Members</b>	0	0	7

\*\*\* Signed in as Elder Commissioner, did not count here

<b>COMMISSIONED RULING ELDERS</b>	<b><u>Present</u></b>	<b><u>Absent</u></b>	<b><u>Excused</u></b>
Baker, Jon			1
Essex, Jon	1		
Shaun Hardimon			1
Liz Long			1
Peggy Ronk			1
Kathleen Rowe			1
Wixson, Don			1
Chris Wolf	1		
<b>CRE Attending</b>	2		
<b>CRE Not Attending</b>	0		
<b>CRE Excused</b>			6

<b>CATEGORY</b>	<b><u>Present</u></b>	<b><u>Absent</u></b>	<b><u>Excused</u></b>
Members of Presbytery	17	0	51
Corresponding Members	3		
Commissioned Ruling Elders	2	0	6
Church Commissioners	16	31	
Elder Members	0	0	7
Visitors (Including LHP Staff)	17		
<b>Total People in Attendance</b>	<b>55</b>		
Churches represented	15		
Churches not represented		31	



**ATTACHMENT B –General Assembly Overture**

*On Promoting Human Rights in the Philippines*

The Presbytery of San Diego respectfully overtures the 224<sup>th</sup> General Assembly (2020) of the Presbyterian Church (U.S.A.) to:

1. Direct the Stated Clerk, the Executive Director of the Presbyterian Mission Agency, and the (Co-)Moderator(s) of the 224<sup>th</sup> General Assembly (2020) to call upon the President of the United States, Congressional leaders, and related executive branch agencies to promote human rights in the Philippines by:
  - a. Urging the Philippine government to cease labelling the National Council of Churches in the Philippines (NCCP), United Church of Christ in the Philippines (UCCP), humanitarian organizations and other civil society organizations as “front organizations of local communist terrorist groups”;
  - b. Calling upon the Philippine government to live up to their duty to protect civil society and non-state actors, especially church leaders and human rights defenders;
  - c. Strongly urging the Philippine government, the National Democratic Front of the Philippines (NDFP) and related groups, to affirm the lives and human dignity of the urban poor, farmers, and Indigenous Peoples of the Philippines;
  - d. Supporting the National Council of Churches in the Philippines (NCCP) and United Church of Christ in the Philippines (UCCP) in their advocacy for the peace process between the Government of the Republic of the Philippines (GRP) and the National Democratic Front of the Philippines (NDFP);
  - e. Calling upon the Philippine government to uphold its obligations in agreements such as the Comprehensive Agreement on Respect for Human Rights and International Humanitarian Law (CARHRIHL) and international human rights standards such as the United Nations International Covenant on Civil and Political Rights as well as the International Covenant on Economic, Social and Cultural Rights.
2. Direct the Presbyterian Mission Agency, through its Office of Public Witness, to:
  - a. Urge Congressional leaders and relevant Congressional committees to continue their investigations of how U.S. military spending is contributing to and supportive of the misuse of the Philippine Armed Forces in committing human rights violations
  - b. Support lobby-advocacy efforts of US-based organizations, such as the International Coalition for Human Rights in the Philippines – United States (ICHRP-US), with U.S. Congressional and Department of State offices
  - c. Support efforts between U.S. and Philippine legislators who seek to investigate human rights violations in the Philippines
3. Direct the Presbyterian Mission Agency, through the Presbyterian Ministry at the United Nations, the Asia-Pacific Office of Presbyterian World Mission, and the Presbyterian Peacemaking Program:
  - a. Affirm and participate in the international ecumenical solidarity programs and plans such as the World Council of Churches

**ATTACHMENT B –General Assembly Overture (Continued)**

- b. Support the National Council of Churches in the Philippines (NCCP) as co-convenor of the Ecumenical Voice for Human Rights and Peace in the Philippines (EcuVoice) and the Philippine Universal Periodic Review Watch (PUPRW)
  - c. Support the Office of the United Nations High Commissioner for Human Rights to fulfill its reporting obligations and any follow-up actions from Resolution No. 41/2 at the 44<sup>th</sup> Regular Session of the United Nations Human Rights Council (June 15 – July 3, 2020). The UN HRC resolution:
    - i. Urges the government of the Philippines to take all necessary measures to prevent extrajudicial killings and enforced disappearances, and to carry out impartial investigations to hold perpetrators accountable in accordance with due process and rule of law;
    - ii. Calls upon the Government of the Philippines to cooperate with the Office of the High Commission and mandates of the Human Rights Council, including by facilitating visits and preventing and refraining from all acts of intimidation or retaliation;
    - iii. Requests the High Commissioner to prepare a comprehensive written report on the human rights situation in the Philippines and to present it to the Human Rights Council at its forty-fourth session, to be followed by an enhanced interactive dialogue.
  - d. Affirm the efforts of the International Criminal Court (ICC) to investigate the extrajudicial killings related to the war on drugs
  - e. Resource lobbying-advocacy efforts and visits of Philippine organizations in the United States which advocate for addressing the human rights situation in the Philippines.
4. Urge PC(USA) national agencies, mid-councils, congregations and individual Presbyterians to:
- a. Pray with and for the people of the Philippines;
  - b. Learn about the history of the Philippines, as well as its contemporary realities;
  - c. Support the ministry and witness of the National Council of Churches in the Philippines (NCCP) and United Church of Christ in the Philippines (UCCP), as well as PC(USA) mission co-workers and volunteers through the Presbyterian World Mission Office of Asia - Pacific
  - d. Engage in advocacy with their respective legislators to support human rights in the Philippines.
5. Direct the Stated Clerk of the General Assembly to
- a. Share this action with our partners in the National Council of Churches in the Philippines (NCCP), the United Church of Christ in the Philippines (UCCP), and other related ecumenical and interreligious partners and conciliar bodies.

## **ATTACHMENT B –General Assembly Overture (Continued)**

### **RATIONALE**

#### ***I. Red-tagging of PC(USA) Partner Church and Ecumenical Council***

On November 5, 2019, the National Council of Churches in the Philippines (NCCP) was included on the list of “front organizations of local communist terrorist groups” by the Department of National Defense (DND). The NCCP was one among a number of humanitarian and civil society organizations in the list that was presented by Major General Reuben Basiao, Armed Forces of the Philippines (AFP) Deputy Chief of Staff for Intelligence during a committee meeting at the House of Representatives for the modernization of the armed forces. The presentation of Major General Basiao was in the context of the ongoing counterinsurgency program of the Philippines Government against the Communist Party of the Philippines -New People’s Army-National Democratic Front (CCP-NPA-NDF), its history, organizational flowchart and number of attacks nationwide. The front organizations were allegedly providing funds to the “Communist Terrorist Group” (CTG) through “International Solidarity Work”. While the NCCP decried its inclusion on the list, international partners rallied and supported the NCCP through statements of support and letters directly addressed to the Philippine president and to the Armed Forces of the Philippines.

This red tagging by the Philippine government is part of a nationwide militarized counterinsurgency campaign that is aimed against activists and progressives, under Executive Order 70. The NCCP member churches such as the United Church of Christ in the Philippines (UCCP), Iglesia Filipina Independiente (IFI) and the United Methodist Church (UMC) are targets of this campaign. Human rights and environmental defenders, as well as the communities and individuals that they serve, are also targets. The war on drugs is worsening the plight of the poor, resulting in the killing of thousands and leaving their surviving family members with few legal options in local and national courts. Meanwhile very few members of law enforcement and the Philippine National Police (PNP) have been investigated in their roles in this war on drugs. Those who are defending the lands, sometimes the ancestral domains of Indigenous Peoples, from the development of mines and dams, are having to deal with the Philippine military which uses their might to protect the interests of international companies. Farmers, who seek to provide food for their families during their low seasons while working in feudal systems, are imprisoned or killed, while the lawyers who seek to represent them are murdered. Meanwhile the Philippine government has ordered the additional deployment of both Philippine National Police (PNP) and the Armed Forces of the Philippines (AFP) to suppress the violence and terror in these agrarian communities.

In red tagging the NCCP, the Philippine government has implicated by association and membership its member churches including the United Church of Christ in the Philippines (UCCP). This is not the first red-tagging accusation for UCCP. This accusation defies the open lines of communication previously promoted through dialogues between UCCP and the Armed Forces of the Philippines (AFP) and Philippine National Police (PNP) leaders, under several previous Presidential administrations.

Under the current administration of Philippine President Rodrigo Duterte, this red tagging of churches and church leaders emboldens the government to silence dissent. Many UCCP church leaders have

## **ATTACHMENT B –General Assembly Overture (Continued)**

already experienced threat, harassment and intimidation, as well as vilification, filing of trumped up cases and unlawful arrests.

### ***II. Ecumenical Solidarity***

The UCCP is a 72-year-old denomination with mission heritage from the Presbyterian Church (USA). The 217th<sup>t</sup> General Assembly (2006) of the Presbyterian Church (U.S.A.) adopted Commissioner Resolution 7-11 (see <https://www.pc-biz.org/#/search/1383>) recognized this denial of human rights in the Philippines through the crackdown and killing of UCCP church leaders. The 218th General Assembly (2008), in adopting Commissioner Resolution 11-31 (see <https://www.pc-biz.org/#/search/2123>), affirmed new measures of solidarity with Philippine church partners in light of numerous and well-documented human rights violations against church leaders and civil society groups. The global ecumenical community has expressed prayerful solidarity with Philippine church partners out of grave concern of human rights violations in the Philippines. The Central Committee of the World Council of Churches, meeting in Geneva, Switzerland on June 15-21, 2018, among several actions similar to what is being requested in this overture, adopted an action of solidarity, urging the government of the Philippines to “end the culture of impunity, order the investigation of all killings, and drop the Department of Justice’s petition to declare activists as terrorists” as well as the “resumption of formal peace talks between the Government of the Philippines and the National Democratic Front of the Philippines (NDFP).” (see document # GEN PUB 05.04 at : <https://www.oikoumene.org/en/resources/documents/central-committee/geneva-2018/situation-in-the-philippines>). The Executive Committee of the World Communion of Reformed Churches adopted actions in 2012, 2013, and 2015 urging that human rights be honored and justice and peace pursued in various focus areas in the world, including the Philippines. (see Minutes of the WCRC Executive Committee: 2012, p. 164; 2013, p. 151; 2015, pp. 15, 202)

In addition to the solidarity through PC(USA) General Assembly actions, the Presbyterian Ministry at the United Nations (PMUN) can provide support by including the Philippines in its reporting mechanisms and facilitating Philippine delegations. At the upcoming 44th<sup>th</sup> Regular Session of the United Nations Human Rights Council meeting in June 2020, for Resolution No. 41/2, the Office of the High Commissioner for Human Rights will prepare a report based on data submitted by various organizations. Starting with this overture, the PMUN draws attention to the National Council of Churches in the Philippines (NCCP) report that was already submitted to the Office of the High Commissioner of Human Rights. The NCCP report included examples about these UCCP church leaders:

### ***III. Real-Life Examples of Christian Leaders Experiencing Violence and Harassment***

Bishop Modesto Villasanta, Bishop Emeritus of the UCCP, has been harassed by the military on various instances for his ministry and advocacy for the Lumad (collective term for indigenous people of the island of Mindanao). In November 2017, Bp. Villasanta along with Fr. Raymond Ambray and other members of the Friends of the Lumad in Caraga were subjected to threat, harassment, and intimidation by Col. Andres Centino, Brigade Commander of the 401<sup>st</sup> Brigade of the Philippine Army during a meeting of the Municipal Peace and Order Council (MPOC).

**ATTACHMENT B –General Assembly Overture (Continued)**

In November 2017, Perfecto Hoyle, a lay pastor for the UCCP, was shot by two masked men in his front yard. This incident occurred in a village in Kicharao, Agusan del Norte, where the 29<sup>th</sup> Infantry Battalion of the Philippine Army was encamped at the time of the shooting. Hoyle was known to be a staunch advocate of peasant rights, advancing the interests of the farmers in their area. He was a member of a peasant organization, UMAN (Peasant Union of Agusan Del Norte).

In September 2018, Rachel Mariano, wife of UCCP Pastor Bill Mariano, handed herself over to the court to prove her innocence of the charges levelled against her. Rachel was charged with different counts of murder related to an encounter between the AFP and NPA in Quirino, Ilocos Sur in October 2017. The trumped-up charges were filed by the 81st Infantry Battalion of the 7th Infantry Division of the AFP based in Ilocos Sur. Since the fabricated charges were non-bailable, she was incarcerated in the provincial jail for close to a year and was only freed after a year had passed. Rachel is a human rights defender working as the health program desk coordinator of Community Health, Education, Services and Training in the Cordillera Region (CHESTCORE).

There was also the unlawful arrest in June 2019 of seven civilians some of whom are members of the UCCP and IFI in the remote area of Buenavista Himamaylan, Negros. Included was Pastor Jimmy Teves, UCCP Licentiate Pastor who together with a co-pastor has been serving 17 UCCP local churches. According to verified reports from the UCCP Office of the Bishop of West Visayas Jurisdiction, the seven were arrested on trumped-up charges of murder and frustrated murder. They were arrested without the benefit of a genuine preliminary investigation which is required by law. Their arrest happened within months of the killings of other activists, including 14 killings on one day and 17 killings over 6 days. The Negros Occidental and Oriental regions are included in a memorandum order that supports the "immediate deployment of additional forces of both PNP and AFP, to suppress violence and acts of terror."

In addition to those situations, the United Church of Christ in the Philippines (UCCP) is aware of and responding to these specific cases:

Although Rachel Mariano was released from prison, her family continues to fear for their lives because of red tagging. Members of the 2<sup>nd</sup> Civil – Military Operations Company under the 7<sup>th</sup> Infantry Division of the Philippine Army made regular unannounced visits to Rev. Mariano. A soldier claiming to serve with the 81<sup>st</sup> Infantry Battalion has asked for his home address. This same individual has accused him of being a member of the New People's Army. Rev. Mariano is very involved in a community organization called Defend Ilocos, known for its campaigns against destructive mining. Their daughter Jennybeth has also experienced red tagging on social media. She is the secretary-general of Anakbayan Ilocos, a regional student-led progressive organization.

In September 2019, UCCP Bishop Hamuel Tequis of the Southeast Mindanao Jurisdictional Area received a charge of human trafficking of Lumad children, based on a complaint issued by the Philippine National Police (PNP) and Department of Social Welfare and Development (DSWD). Along with two colleagues from Save our Schools Network, they accompanied the children from UCCP Haran to the General Santos City Airport. Under the custody of the DSWD, the children were subject to intimidation and harassment by police authorities for three days. Authorities also prevented their parents from securing their children and subjected these parents to harassment. Save our Schools Network provides an alternative school environment for Lumad (a collective word for Indigenous

**ATTACHMENT B –General Assembly Overture (Continued)**

Peoples in Mindanao) students who have been forcibly displaced from their communities because of militarized violence. For many years now, UCCP Haran provided a venue for the schooling of some hundreds of Lumad children and a home for displaced Lumads.

Both Rev. Rosing Doydora and her husband Reynaldo are facing separate charges of murder, and her husband is in jail. She is a UCCP church worker from the Bukidnon Area Conference. Since 2010, they have been active with a farmer's organization NAMAKA, with anti-illegal logging and anti-quarry campaigns focused on protecting human rights and the environment. Due to military operations in the same region as NAMAKA, the couple has been implicated for supporting the New People's Army (NPA).

In eastern Visayas, UCCP church workers and their ecumenical colleagues are investigating the impact of climate change on their human rights. El Niño has replaced harvests of rice, abaca, corn and coconut, with drought, disease and displacement. Las Navas located in Northern Samar now suffers from zero abaca production. Farmers who only knew this livelihood, are left with little or no government assistance in seeking alternative sources of income. In November 2019, there were reports of a bomb in Las Navas, as well as forced entry and strafing of homes. School has also been suspended. The military claims that one specific farmer was a commander of the New People's Army, the armed counterpart of the Communist Party of the Philippines.

In the UCCP South Luzon Jurisdictional Area, several church workers who are actively serving as pastors of local churches, face trumped-up charges. The Rev. Dan P. San Andres currently serves as an administrative pastor and chairperson of the Christian Witness and Service of the UCCP North Bicol conference. He has been accused of double murder charges in Ragay, Camarines Sur. The Rev. Elena Del Valle serves as an administrative pastor in Palawan. She has been tagged as a supporter of the CPP-NPA-NDF. The Rev. Luisito Saliendra is an administrative pastor and chairperson of the Evangelism and Church Development Committee, of the Southern Tagalog Conference. He was charged with attempted murder. The Rev. Edwin Egar is an administrative pastor and chairperson of the Christian Witness and Service committee of the Batangas Associate Conference. He was charged with attempted murder.

The common denominator for these UCCP church leaders is their commitment to serving vulnerable communities, such as farmers and Lumads, in their vision for a society that is centered on human rights, peace and justice. Such acts are not only out of their sense of welfare and patriotism but are deeds inspired by and integral to their Christian faith. They are expressions of their faithfulness to the UCCP's Statement of Faith. And these very communities are the ones who stand to benefit from sustainable livelihoods and adequate social services such as health care and education. These concerns are the core of the ongoing peace process between the Philippine government and the Communist Party of the Philippines. Both UCCP and NCCP leaders also actively support these peace talks.



## **ATTACHMENT B –General Assembly Overture (Continued)**

### ***IV. International Response***

International governments, non-governmental organizations, and faith institutions alike have called attention to the human rights violations occurring in the Philippines. On February 28, 2019, members of the House Foreign Affairs committee called on the US Secretary of State, Mike Pompeo, to raise human rights concerns with the Government of President Duterte around the Philippine government's assault on civil society, media freedom and human rights. The letter concluded, "the United States must not be silent in the face of democratic regression in the Philippines." Later that year, US Senators brought to light a portion of the Philippines government's injustices through proposing Senate resolution 142 to employ the Global Magnitsky Act in order to place sanctions on those in the Philippine government and security forces responsible for the arrest and continued detention of Philippine Senator Leila De Lima. De Lima, an internationally recognized human rights defender and vocal critic against the extrajudicial killings of Duterte's War on Drugs, was arrested in 2017 on trumped-up drug-trafficking charges. However, these sanctions would barely scratch the surface of the government-sponsored injustices occurring throughout the nation.

The Philippine military and state forces insist on cracking down on church leaders and human rights defenders for their work. Backing up those who support this crackdown is the United States military who also provides the training and ammunition. Since 2016 the US Department of State and Department of Defense have provided close to \$550 million in defense funding to the Philippines and have increased joint military exercises with the nation's armed forces. When this information is viewed in tandem with the reality that many of these extrajudicial killings, including those cited above, occur by the Armed Forces of the Philippines, the US is condoning and even supporting these actions.

### ***V. Final Word***

Previous General Assemblies of the Presbyterian Church (U.S.A.) have acknowledged and resolved to take action regarding the human rights violations in the Philippines. These critical issues cannot be meaningfully resolved in a mere decade or two. The PC(USA) must continue what it started by advocating for the US Government to cease funding the violent actions of the Philippine Armed Forces and by standing alongside the Church's siblings of faith in the Philippines as they fight for the rights and dignity of themselves and the people of their country.

Presbyteries concurring:

**ATTACHMENT C –Fenton-First Parking Lot Lease**

LAND LEASE

This Land Lease ("Lease" ) is made effective on the \_\_\_\_\_ day of \_\_\_\_\_ 2020 by and between the First Presbyterian Church of Fenton 503 S. Leroy, Fenton, Michigan 48430, a Michigan ecclesiastical corporation, ("Landlord" ) and the City of Fenton Downtown Development Authority, 301 S. Leroy, Fenton, Michigan 48340, a Michigan Municipal corporation ("Tenant" ) who agree as follows.

SECTION 1  
THE LAND

1.01 Landlord hereby leases \_\_\_\_\_ to Tenant and Tenant hereby leases from Landlord the real property located \_\_\_\_\_ in the City of Fenton, Genesee County, Michigan, more particularly described in Exhibit A hereto (the "Land" ) the fee title to all of which, as of the date hereof, is vested in Landlord, together with all rights, privileges, easements and appurtenances now or hereafter benefiting or belonging to the Land (collectively the Appurtenances"). The Land and the Appurtenances are hereinafter collectively referred to as the "Premises".

SECTION 2  
THE TERM

The term of this Lease will commence the date first written above and will continue until December 31, 2045 unless sooner terminated as provided herein. Landlord and Tenant (or their successors or assigns) agree to renegotiate in good faith for a renewal or extension of the Lease for an additional twenty-five (25) years upon its expiration. Either party seeking renewal or extension of the Lease shall notify the other party, as provided in Section 13, by December 13, 2044.

SECTION 3  
THE TERM

3.01 Tenant agrees to pay to Landlord, as rent in advance for the entire term of the lease, the total amount of Twenty-Five (\$25) Dollars, payable on the execution of this Lease.

3.02 Landlord and Tenant acknowledge and agree that this is a net lease, and that all costs, expenses and charges of every nature relating to the Premises or any part thereof which may be attributable to, or become due during, the Lease term will be paid by Tenant, and Tenant will defend, indemnify and hold Landlord harmless from and against such costs, expenses and charges; provided, however, that nothing herein shall be construed (i) to require Tenant to pay any indebtedness secured by any mortgage placed by Landlord on the Premises or (ii) to require Tenant to incur any cost, expense or charge (including without limit for taxes and assessments or maintenance and repair) with respect to the easements granted under Section 28 hereof except such as may be specifically imposed thereunder.

**ATTACHMENT C –Fenton-First Parking Lot Lease (Continued)**

SECTION 4  
TAXES AND ASSESSMENTS

The Premises is exempt from ad valorem real property taxes under Michigan law and is expected to remain so during the Term of this Leases. However, Tenant agrees to pay as additional rent all taxes and assessments, general and special, and all other governmental impositions which may be levied on the Premises or any part thereof or on improvements at any time situated .on the Premises, during the Term this Lease.

SECTION 5  
USE OF PREMISES

5.01 During the continuation of this Lease, the Premises may be used and occupied solely as a public parking lot. Tenant agrees that it will not use or permit any person to use the Premises or any part thereof for any use or purposes in violation of any applicable laws, ordinances, statutes or other regulations.

5.02 Tenant and Landlord agree, acknowledge and recognize that the Lease is an integral element in the creation of the Dibbleville Master Parking Plan as shown in Exhibit B, encompassing public parking for Dibbleville area residents, businesses, governmental offices and churches. A failure to create or maintain a public parking lot substantially conforming to the Dibbleville Master Parking Plan (Exhibit B), which significantly impacts available public parking in the area may be deemed by Tenant or Landlord as a frustration of the purpose of this Lease.

5.03 Tenant and Landlord agree, acknowledge and recognize that a senior citizen housing complex is anticipated to operate as a private apartment building of sixty-four (64) units for tenants over the age of fifty-five (55) years and providing up to eighty- five (85) parking spaces on its premises for residents, staff and guests. Any substantial change in the operation of the senior citizen housing complex, or its successors or assigns, including but not limited to changes in size, character of occupancy, and extent of provided parking which significantly impact available public parking in the area may be deemed by Tenant or Landlord as a frustration of the purpose of this Lease.

5.04 Tenant and Landlord agree, acknowledge and recognize that the Land currently provides parking for 14 vehicles for Landlord's exclusive use and Tenant agrees to operate the parking lot should on Exhibit B so as to provide fourteen (14) spaces free of charge for church use and shall designate the fourteen (14) parking spaces in the parking lot area nearest to Landlord's premises, by signs or markings of a mutually satisfactory design, restricting these spaces to "Presbyterian Church Parking Only - Sunday 9:00 to Noon ." The operation of the parking lot so as to provide fourteen (14) spaces available free of charge for church use and the designation of these spaces shall be implemented in such a way as to make these restrictions enforceable under the City of Fenton Traffic and Parking Code. Existence of enforceable designated parking as provided in this Section shall constitute a continuing condition concurrent to this Lease; and substantial breach may be deemed by Landlord as a frustration of the purpose of this Lease.

**ATTACHMENT C –Fenton-First Parking Lot Lease (Continued)**

**SECTION 6  
INSURANCE**

6.01 Tenant, at its sole expense, will at all times until termination of this Lease and surrender of the Premises to Landlord, add the Premises to the policies of insurance covering the Tenants other property used for parking purposes.

6.02 If Tenant fails to provide all or any of the insurance required by this Section 6, or subsequently fails to maintain such insurance in accordance with the requirements of this Section, Landlord may (but will not be required to), and without waiving or releasing Tenant from any of Tenant's obligations, procure or renew such insurance, and any amounts paid by Landlord for such insurance will be additional rental due and payable promptly following the payment of any premium by Landlord.

6.03 In the event of loss under any policy or policies under this Section 6, the proceeds shall be paid to the parties as their interests may appear.

6.04 Tenant, upon reasonable request of Landlord, shall provide adequate proof of the existence of the insurance coverage mandated by this Section.

**SECTION 7  
DAMAGE**

In case of damage to the Premises or any part thereof, Tenant shall promptly give written notice thereof to Landlord and, if and only if the available insurance proceeds plus the amount of any deductible are sufficient, Tenant shall be obligated to restore, repair, replace, rebuild or alter the same as nearly as possible (subject to then prevailing zoning and building codes and ordinances) to its condition immediately prior to such damage or destruction (the "Restoration"). In the event that the available insurance proceeds plus the amount of any deductible are not sufficient for the restoration, Tenant shall immediately notify Landlord of the same and of the amount of the deficiency and whether or not Tenant, at its option, elects to proceed with the Restoration at its cost and expense. If Tenant declines to proceed with the Restoration within ninety (90) days after Landlord's receipt of notice from Tenant of the amount of the deficiency, this lease shall terminate and the proceeds of the insurance shall be paid to the parties as their interest may appear. The determination as to whether or not the available insurance proceed plus the amount of any deductible are sufficient for the Restoration shall be made within sixty (60) days after the amount of available insurance proceeds has been determined on the basis of the average of three written estimates from contractors licensed in the State of Michigan as to the cost of the Restoration, which estimates shall be the obligation of the Tenant to obtain and shall be furnished to the Landlord along with Tenant's notice of a deficiency.

**ATTACHMENT C –Fenton-First Parking Lot Lease (Continued)**

**SECTION 8  
MAINTENANCE AND REPAIRS**

8.01 During the continuation of this Lease, Tenant will keep the Premises and every part thereof in a clean and wholesome condition and will comply with all lawful health, fire, safety, police and other applicable laws and regulations. Tenant agrees at its own expense to keep the Premises, at all times in good appearance, condition and repair, and to restore the same after any damage or destruction (except as otherwise provided under Section 7 above). Tenant will also pay all other expenses in connection with the maintenance of the Premises including repair and upkeep of grounds, sidewalks, driveways and parking areas in a first-class condition.

8.02 Except as otherwise expressly provided to the contrary herein, Landlord shall in no event be required to make any alterations, replacements, changes, additions, improvements or repairs to the Premises during the term of this Lease.

8.03 Tenant agrees to hire an independent contractor ("Contractor" ) for the removal of natural accumulations of snow and ice from the parking lot when accumulation equals or exceeds two inches (2") prior to Sunday morning Services or Christmas Eve Services. Tenant, its successors or assigns, shall not be responsible for costs incurred by Landlord for removal of snow or ice from sidewalks or steps or Landlord's adjacent premises. If service is not satisfactory to Landlord due to reasonable cause, Tenant agrees to change Contractor.

**SECTION 9  
LIENS**

During the continuation of this Lease, Tenant will keep the Premises free of liens of any sort, except as permitted by Section 19 hereof, and will defend, indemnify and hold Landlord and the Premises harmless from any liens which may be placed on the Premises, except those attributable to the acts or omissions of Landlord. If any lien or claim of lien should be recorded against the Premises or any part thereof, Tenant shall within thirty (30) days thereafter cause same to be discharged of record.

**SECTION 10  
CONDEMNATION**

In the event that the Premises, or any part hereof, shall be taken in condemnation proceedings or by exercise of any right of eminent domain or by agreement between Landlord, Tenant and those authorized to exercise such right (any such matters being hereinafter referred to as a " taking" ), this Lease shall terminate and Landlord, Tenant and any person or entity having an interest in the award or awards shall have the right to participate in any such condemnation proceedings or agreement for the purpose of protecting their interests hereunder. Each party so participating shall pay its own expenses therein.

**ATTACHMENT C –Fenton-First Parking Lot Lease (Continued)**

**SECTION 11**

**ASSIGNMENTS, MORTGAGES AND SUBLEASES OF TENANT 'S INTEREST**

11.01 Except as provided in Section 30, Tenant and its successors and assigns shall not have the right to assign this Lease and/or any interest in his lease without Landlord's prior consent, which Landlord may withhold at its sole discretion.

11.02 Tenant, and its successors and assigns, shall not have the right to mortgage and pledge this Lease and/or any interest in his lease without Landlord's prior consent, which Landlord may withhold at its sole discretion.

11.03 Tenant shall not have the right to sublet the Premises in whole or in part without Landlord's prior consent, which Landlord may withhold at its sole discretion.

**SECTION 12**

**ENTRY ON PREMISES BY LANDLORD**

12.01 Tenant shall permit Landlord and its authorized representatives to enter the Premises at all reasonable times for the purpose of (i) inspecting the same, and (ii) making any necessary repairs thereto and performing any work therein that may be necessary by reason of Tenant's failure to make any such repairs or perform any such work or to commence the same for thirty (30) days after written notice from Landlord (or without notice in case of emergency). Nothing herein shall imply any duty upon the part of Landlord to do any such work; and performance thereof by Landlord shall not constitute a waiver of Tenant's default in failing to perform the same.

12.02 During the progress of any work in the Premises performed by Landlord pursuant to the provisions of Section 12.01 hereof, Landlord may keep and store therein all necessary materials, tools, supplies and equipment. Landlord shall not be liable for inconvenience, annoyance, disturbance, or other damage of Tenant or any subtenant by reason of making such repairs or the performance of any work, or on account of bringing materials, tools, supplies and equipment into the Premises during the course thereof and the obligations of Tenant under this Lease shall not be affected thereby.

**SECTION 13**

**NOTICE OR DEMANDS; CONSENTS**

All bills, notices, statements, communications to or demands (collectively, "notices or demands") upon Landlord or Tenant desired or required to be given under any of the provisions hereof must be in writing. Any such notices or demands from Landlord to Tenant will be deemed to have been duly and sufficiently given if personally delivered to Tenant or if a copy thereof has been mailed by United States mail in an envelope properly stamped and addressed to Tenant at such address as Tenant may have last furnished in writing to the Landlord for such purpose, and any such notices or demands from Tenant to Landlord will be deemed to have been duly and sufficiently given if

**ATTACHMENT C –Fenton-First Parking Lot Lease (Continued)**

personally delivered to Landlord or mailed by United States mail in an envelope properly stamped and addressed to Landlord at such address last furnished by written notice from Landlord to Tenant. The effective date of such notice or demand will be deemed to be the time when personally delivered or mailed (as evidenced by the postmark date on the envelope) as herein provided. All consents desired or required to be given under any of the provisions of this Lease must be in writing.

**SECTION 14  
BREACH AND RE-ENTRY**

If Tenant defaults in the performance of any of its obligations in this Lease and the default continues for a period of thirty (30) days after written notice thereof to Tenant (unless the default is of such a nature that it cannot reasonably be cured within 30 days, in which case Tenant shall have such additional time to cure as is reasonably necessary to cure [but not to exceed an additional 45 days), provided that Tenant has commenced to cure within said 30 days and diligently proceeds with the same} , then Landlord may (but will not be required to) declare this Lease terminated, or re-enter the Premises without declaring such a termination, or may exercise all other remedies available under Michigan law. Landlord will not be liable for damages to persons or property by reason of any lawful re-entry or forfeiture. Tenant, by the execution of this Lease, waives notice of re-entry by Landlord. In the event of re-entry by Landlord without declaration of termination, the liability of Tenant for the rent provided herein will not be extinguished, and any rentals prepaid may be retained by Landlord and applied against the costs of re-entry, or as liquidated damages, or both. Tenant will pay, in addition to the rentals and other sums agreed to be paid hereunder, reasonable attorney's fees, costs and expenses in any suit or action instituted by or involving Landlord to enforce the provisions of this Lease, including without limit any proceeding under the Federal Bankruptcy Code or any appellate proceeding.

**SECTION 15  
PERFORMANCE BY LANDLORD OF THE COVENANTS OF TENANT**

If Tenant fails to pay any sum of money required to be paid hereunder or fails to perform any act on its part to be performed hereunder, including without limitation the performance of all covenants pertaining to the condition and repair of the Premises pursuant to Section 8 above, and such failure shall continue for a period of thirty (30) days (or a reasonable period of less than thirty (30) days when life, person or property are in jeopardy) after notice thereof by Landlord, Landlord may (but shall not be required to), and without waiving or releasing Tenant from any of Tenant's obligations, make any such payment or perform any such other act. All sums so paid by Landlord and all necessary incidental costs, including without limitation the cost of repair, maintenance or restoration of the Premises, if so performed by Landlord hereunder, shall be deemed additional rental and shall be payable to Landlord within five (5) days after receipt of invoice by Tenant. On default in such payment, Landlord shall have the same remedies as on default in payment of rent. The rights and remedies granted to Landlord under this Section 15 shall be in addition to, and not in lieu of all other remedies, if any, available to Landlord under this

**ATTACHMENT C –Fenton-First Parking Lot Lease (Continued)**

Lease or otherwise, and nothing herein contained shall be construed to limit such other remedies of Landlord with respect to any matters covered herein.

**SECTION 16  
SUBORDINATION; ESTOPPEL CERTIFICATES**

16.01 Tenant agrees that Landlord may choose to make this Lease subordinate to or paramount to any mortgage now or hereafter affecting the premises and to any and all advances to be made thereunder or to be secured thereby, and to the interest and charges thereon, and all renewals, replacements and extensions thereof, provided the mortgagee named in any such mortgage agrees to recognize Tenant's rights under this Lease in the event of foreclosure if Tenant is not in default under this Lease (or if in default, Tenant or Leasehold Mortgagee cures the default within any applicable notice and grace period). Tenant will execute promptly any instrument or certificate that Landlord may request to confirm such subordination, and hereby irrevocably appoints Landlord as Tenant's attorney-in-fact to execute such instrument or certificate on its behalf.

16.02 Tenant, within ten (10) days after request (at anytime or times) by Landlord, will execute and deliver to Landlord, an estoppel certificate proposed by Landlord identifying the Commencement Date and expiration date of this Lease and stating that this Lease is unmodified and in full force and effect, or is in full force and effect as modified, stating the modifications, and stating that Tenant does not claim that Landlord is in default in any way, or listing any such claimed defaults. The certificate also will confirm the amount of any additional rent as of the date of the certificate. If Tenant fails to deliver the executed certificate to Landlord within the ten (10) day period, the accuracy of the proposed certificate will be deemed conclusively confirmed. Landlord shall, within ten (10) days after request by Tenant, execute and deliver to Tenant a similar estoppel certificate.

**SECTION 17  
QUIET ENJOYMENT**

Landlord agrees that at all times when Tenant is not in default under the provisions and during the continuation of this Lease, Tenant's quiet and peaceable enjoyment of the Premises will not be disturbed or interfered with by Landlord or any person claiming adversely to, or by, through or under Landlord.

**SECTION 18  
HOLDING OVER**

If Tenant remains in possession of the Premises after the expiration of this Lease, Tenant will be deemed to be occupying the Premises as a tenant at will, subject to all the provisions of this Lease to the extent that they can be applicable to a tenancy at will, except that the minimum net rent for each month or fraction thereof that Tenant remains in possession will be 200% of the rent set forth in Section 3.



**ATTACHMENT C –Fenton-First Parking Lot Lease (Continued)**

SECTION 19  
REMEDIES NOT EXCLUSIVE WAIVER

19.01 Each and every of the rights, remedies and benefits provided by this Lease are cumulative, and are not exclusive of any other of said rights, remedies and benefits, or of any other rights, remedies and benefits allowed by law.

19.02 One or more waivers of any covenant or condition by Landlord will not be construed as a waiver of a further or subsequent breach of the same covenant or condition, and the consent or approval by Landlord to or of any act by Tenant requiring Landlord's consent or approval will not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent similar act by Tenant.

SECTION 20  
WAIVER OF SUBROGATION

Landlord and Tenant hereby waive any and all right of recovery against each other for any loss or damage caused by fire or any of the risks covered by standard fire and extended coverage, vandalism and malicious mischief insurance policies.

SECTION 21  
DEFINITION OF LANDLORD; LANDLORD'S LIABILITY

The term "Landlord" as used in this Lease, so far as covenants, agreements, stipulations or obligations on the part of the Landlord are concerned, is limited to mean and include only the owner or owners of fee title to the Premises at the time in question, and in the event of any transfer or transfers of the title to such fee the Landlord herein named (and, in case of any subsequent transfers or conveyances, the then grantor) will automatically be relieved from and after the date of such transfer or conveyance of all personal liability for the performance of any covenants or obligations on the part of the Landlord contained in this Lease thereafter to be performed.

SECTION 22  
INDEMNIFICATION

Tenant at its expense will defend, indemnify and save Landlord, its licensees, servants, agents, employees and contractors, harmless from any loss, damage, claim of damage, liability or expense to or for any person or property, whether based on contract, tort, negligence, nuisance or otherwise, arising directly or indirectly out of or in connection with the condition of the Premises, the use or misuse thereof or of the easement rights granted under Section 28 hereof by Tenant or any other person, the acts or omissions of Tenant, its licensees, servants, agents, employees or contractors, the failure of Tenant to comply with any provision of this Lease, or any event on the Premises, whatever the cause; provided however, that nothing herein shall be construed to require Tenant to identify Landlord against Landlord's own acts, omissions or neglect.

**ATTACHMENT C –Fenton-First Parking Lot Lease (Continued)**

The duties imposed on Tenant, its successors or assigns, by this Section shall apply to the Land and to the parking area North of the Land upon which Landlord is granted, pursuant to Section 8.03, the right to contract for snow and ice removal, for loss, damage, alarm of damage, liability or expense arising directly or indirectly out of or in connection with Landlord's exercise or failure to exercise the rights granted it in Section 8.03.

**SECTION 23  
ENTIRE AGREEMENT**

This Lease and the Exhibits attached hereto and forming a part hereof, set forth all of the covenants, agreements, stipulations, promises, conditions and understandings between Landlord and Tenant concerning the Premises and there are no covenants, agreements, stipulations, promises, conditions or understanding, either oral or written, between them other than herein set forth.

**SECTION 24  
FORCE MAJEURE**

In the event that Landlord or Tenant shall be delayed, hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, the act, failure to act or default of the other party, war or other reason or cause beyond their control, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

**SECTION 25  
SHORT FORM LEASE**

The parties will, following the execution and delivery of this Lease, upon the request of either party promptly execute and record an instrument, in recordable form, which will constitute a short form of Lease, setting forth a description of the Premises, the term of this Lease and any other portions thereof, except the rental provisions, as either party may reasonably request.

**SECTION 26.  
RELATIONSHIP OF THE PARTIES**

The relationship between Landlord and Tenant shall be that of lessor and lessee, respectively, and nothing contained in this Lease shall be deemed to create a partnership or joint venture between Landlord and Tenant.

**SECTION 27  
NON RECOURSE OBLIGATION**

**ATTACHMENT C –Fenton-First Parking Lot Lease (Continued)**

Landlord's liability under this Lease shall at all times be limited to Landlord's interest in the Premises. If Landlord fails to perform any provision of this Lease upon Landlord's part to be performed, and if as a consequence of such default Tenant recovers a money judgment against Landlord, such judgment may be satisfied only out of the proceeds of sale received upon execution of such judgment and levied thereon against the right, title and interest of Landlord in the Premises and out of rents or other income from such property receivable by Landlord and Landlord shall not be personally liable for any deficiency.

**SECTION 28  
EASEMENTS**

During the term of this Lease, Tenant is hereby granted a non-exclusive easement for the use and operation of any and all existing storm sewers across and under Landlord's Property. The easement granted under this Section 28 shall terminate with respect to Tenant upon termination of this Lease for any reason.

**SECTION 29  
GENERAL**

29.01 Many references in this Lease to persons, entities and items have been generalized for ease of reading. Therefore, references to a single person, entity or item will also mean more than one person, entity or thing whenever such usage is appropriate (for example, "Tenant" may include, if appropriate, a group of persons acting as a single entity, or as tenants-in-common). Similarly, pronouns of any gender should be considered interchangeable with pronouns of other genders.

29.02 All agreements and obligations of Tenant under this Lease are joint and several in nature. Any waiver or waivers by Landlord of any of the provisions of this Lease will not constitute a waiver of any later breach of that provision, and any consent or approval given by Landlord with respect to any act, neglect or default by Tenant will not waive or make unnecessary Landlord's consent or approval with respect to any later similar act, neglect or default by Tenant.

29.03 Topical headings appearing in this Lease are for convenience only. They do not define, limit or construe the contents of any paragraphs or clauses.

29.04 This Lease can be modified or amended only by a written agreement signed by Landlord and Tenant.

29.05 All provisions of this Lease are and will be binding on the heirs, executors, administrators, personal representatives, successors and assigns of Landlord and Tenant.

29.06 The laws of the State of Michigan will control in the construction and enforcement of this Lease.

29.07 Time is of the essence in all respects under this

**ATTACHMENT C –Fenton-First Parking Lot Lease (Continued)**

SECTION 30  
ASSIGNMENT

During the term of this Lease, the Tenant may assign all or any portion of its interest in the Premises to the City of Fenton or any agency thereof without the prior written consent of the Landlord.

IN WITNESS WHEREOF, the Landlord and Tenant have executed this Lease as of the date set forth at the outset hereof.

FIRST PRESBYTERIAN CHURCH OF FENTON

CITY OF FENTON DOWNTOMWN DEVELOPMENT

**ATTACHMENT D- 2019 Necrology Report**

**2019 Necrology Report to Presbytery**

<b><u>Church</u></b>	<b><u>Elder</u></b>	<b><u>Date of Death</u></b>
Alma-First	Nora Roach	February 4
	Ralph Hinderleider	March 5
	D. Dale Greer	July 2
	Dottie Wassenaar	December 20
	Don Godfrey	December 22
Bay City-First	Carol James	January 3
	Bourke Lodewyk	April 21
	Mary Anderson	May 21
	William Peters	December 17
Bay City-Westminster	Louis Berta	February 12
	Harlan Halvorsen	March 28
	Robert VanNostrand	December 3
Caro-First	Donna Siegner	May 5
Croswell-First	Mary Ellen Badgero	March 11
	Midge Hurley	July 21
	Ruthann Kettlewell	July 27
Davison-St. Andrews	Eleanor Cronkright	May 3
	Kenneth Argue	September 12
Fairgrove	Cindy Houghtaling	December 21
Fenton-First	Lois Ake	February 27
	Margaret Allen	October 25
Flint-First	Russell Sandberg	February 12
	Erie Warren	March 2
	Stanley Mackey	April 16
	Suzanne Hughes	April 29
	Palmer Schumann	August 19
Flint-Trinity United	AW (Sandy) Topham	July 8
Flushing	Raymond Hagan	February 3
	Richard Rumsey	December 10

**ATTACHMENT D- 2019 Necrology Report (Continued)**

<b><u>Church</u></b>	<b><u>Elder</u></b>	<b><u>Date of Death</u></b>
Holly	Daniel Nash Dora Spangler	May 21 September 18
Ithaca-First	Virginia Williams	March 12
Lapeer-First	Pauline Preisel William Sweet	March 17 November 13
Linden	Dale Cudworth Patricia Neuville Jack Weir Richard Eaton	January 1 March 11 October 11 December 21
Kinde-First	Lee Hoeft	April 26
Midland-Memorial	Cedric Currin James Bromley	July 12 November 20
Mt. Pleasant-First	Jack Weisenburger	March 25
Rosebush	Bertha Fluharty	July 29
Saginaw-Countryside Trinity	Norma Patterson Robert Farnum	January 25 August 9
Saginaw-First	Barbara Neuchterlein Roger Krawczyk	July 6 July 9
Sandusky	Bruce Meddaugh	January 20
Tawas	James Leisher Virginia Scales	September 20 October 27