

Bath Township Public Library Board of Trustees

Sue Garrity, President
Ryan Fewins-Bliss, Treasurer
Lynn Bergen

Theresa Kidd, Vice President
Shannon Vlastic, Secretary
Ken Jensen

AGENDA, FEBRUARY 6, 2018 – 6 P.M.

1. Call to Order
2. Civic Reflection
3. Approval of the Agenda
4. Public Comment – limited to 3 minutes, on agenda items only.
5. Disclosure of Conflicts of Interest
6. Review and Approval of Minutes
7. Financial Report – Treasurer
8. Librarian Report * (Change in order)
9. Unfinished Business
 - a. Items for Discussion (no vote)
 - i. Negotiations with Bath Township for Transition – Ryan, with any updates.
 - ii. Acquisition of library law attorney for ongoing consultation, and most immediately a review of our bylaws – Anne Seuryncck waiting on resolution of penal fine issue to avoid conflict of interest. No change in this until after DeWitt's February 8th board meeting.
 - iii. Update on Library Director job posting – expect to see it online Monday (attachment).
 - iv. New Kyocera MFP installed at library – should we change patron charges for copying? Currently 10 cents for B&W, 50 cents for color.
 - v. Updates from committee to review Integrated Library Systems – Apollo by Biblionix demo, including conversion, looks good. Still waiting on converted data to review in Verso with open questions regarding version/pricing. (Attached, list of Michigan libraries currently using Apollo.)
 - vi. Cost for Membership, Overdrive, and other items associated with Woodlands Cooperative – waiting for reply.
 - vii. Library Security – Cameras, mirrors, etc.
 - viii. Days of Operation for 2018 (attachment)
 - b. Items for Action (need a vote)
 - i. Renegotiation of lease. Mr. Kesler offers to leave amount the same this year to accommodate our first-year budget, with increase to \$7/square foot/year next year with 3% annual increase thereafter. (attachment of current lease)
 - ii. Update on DeWitt transition agreement; vote on draft Memo of Understanding from Jennifer Balcom. (attachment)
 - iii. Program/Policy Committee – identify board members to work with staff – 2-month commitment
 - iv. Electronic Participation in meetings – temporary agreement, to be replaced by Bylaws once Bylaws are confirmed.
10. New Business
 - a. Items for Discussion

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- i. Sick day policies
 - ii. Advertising opportunities
 - b. Items for Action
 - i. Days of Operation for 2018
- 11. Public Comment – Limited to 3 minutes
- 12. Board Member Comments
- 13. Adjournment

Minutes 01/02/2018

Board Attendance: Sue Garrity, Lynn Bergen, Theresa Kidd, Ken Jensen, Shannon Vlastic, Ryan Fewins-Bliss

Public: Alex Suarez, Leon Puttler

Meeting called to order at 6:00pm by Sue.

Moment of civic reflection.

Theresa moves to approve tentative agenda, Shannon 2nd, all in favor.

Public Comment: Alex re: closures; needs clarification concerning pay on weather closure days vs holidays; currently full-time pay is 8 hours; part-time pay is 4 hours.

Disclosure of conflicts of Interest: none.

Lynn moves to accept last week's minutes, Theresa 2nd, all in favor.

Financial Report: Nothing on paper yet. Will have at end of month. 2 tax payments have been received so far, roughly \$75,000. Great communication with township- bills are being paid, will run payroll tomorrow. Ryan to do QuickBooks Training soon. (Per Ken, can get QuickBooks training via Tech Soup once we get IML number through Library of MI. QuickBooks through Tech Soup estimated to be \$50-\$125/ month.)

DISCUSSION:

Dan and Ryan meeting after January 31st to negotiate and settle expenses. Invoiced township for payroll.

Kesler's emailed Sue and Dan to get update on lease transition. Will potentially be meeting on 1/23.

Finishing transition before securing new attorney Anne. Waiting for memo of understanding from Dewitt Library. Ryan, Theresa, Lynn & Sue went to meeting at Dewitt; we will pay \$6,000 up front and \$6,000 when we are done receiving penal funds. This will secure services with Dewitt Library for Bath Township residents through June 2018.

Discuss program committee in the future. Programming, coding, etc.... partnerships with LCC or MSU? Classes for kids and adults including website design.

New printer/ copier: Do we want to keep patron prices the same? Keep on agenda.

ILS: no report to give currently. Still fact-finding. Narrowed down to four potentials. Keep on agenda.

Overdrive/Woodlands Co-Op: Kate emailed. We will be able to qualify for membership prior to ILS. Sue will get details re: billing without State funding. Keep on agenda.

ASK: Quote for proactive care services. Monitor internet connection, unlimited help desk M-F 8-5, malware, antivirus, etc....\$850/ month + \$850 up front cost = \$10,200 + \$850 = \$11,050. Budgeted for \$13,000/ year. Almost \$2k under budget. Great! Sue will bring proposals for costs of staff terminal replacements to next meeting.

ACTION:

Lynn moves to follow through with ASK contract as presented. Ken 2nd, all support.

Theresa moves to go forward with contract with KDL for hiring library manager as presented. Shannon 2nd, all support.

NEW BUSINESS:

Additional hours: Ryan moves to authorize each staff member up to 5 additional hours per pay period. Derek currently works 30 hours and Alex 21 hours per week. Lynn 2nd, all support.

Expense reimbursement: Ryan has forms for anyone who needs one.

Security system: Keep on agenda.

Days of operation 2018/ holidays: Table until next meeting.

Weather closure policy: Shannon moves to keep current closing policy until new director is hired, with clarification that if Bath Schools PLUS AT LEAST ONE neighboring district is closed, the library shall also close for the day. Theresa 2nd, all support.

Lynn moves that the above policy is re-visited once the new director is hired. Lynn 2nd, all support.

Sick day policy: If someone calls in and we must call an employee in to cover, is pay increased for that employee? Put on agenda for next meeting.

Common policies: Keep on agenda.

Advertising: Something to think about. Sue purchased yearbook ad. Sign on baseball fields? Keep on agenda.

Librarian report: emailed.

PUBLIC COMMENT: Leon: Do not pre-judge what we are looking for in a candidate. Choose best candidate for director based on interview and "total package."

BOARD COMMENT: none.

Theresa moves to adjourn, Ryan 2nd, all support.

Meeting adjourned at 7:50pm.

Bath Township Public Library Finance Report - January 31, 2018

Revenue	FY2018 Budget	FY2018 Actual	Difference	Notes
Millage Funds	\$ 275,000.00	\$ 159,442.68	\$ (115,557.32)	<i>Tax Bills due Feb 15</i>
Penal Fines	\$ 55,000.00	\$ -	\$ (55,000.00)	<i>Expected Sept 2018</i>
State Aid	\$ -	\$ -	\$ -	
Fundraising/Grantwriting	\$ 10,000.00	\$ 500.00	\$ (9,500.00)	
Service Fees	\$ -	\$ 86.19	\$ 86.19	<i>Fines, Copies, Etc.</i>
Miscellaneous	\$ -	\$ 100.00	\$ 100.00	<i>Intial startup deposit</i>
<u>Total Revenue</u>	<u>\$ 340,000</u>	<u>\$ 160,129</u>	<u>\$ (179,871)</u>	

Expenses	FY2018 Budget	FY2018 Actual	Difference	Notes
<u>Staff</u>				
Salaries	\$ 88,375	\$ 2,287.60	\$ 86,087.40	
Benefits	\$ 21,794	\$ 570.98	\$ 21,222.52	
Subtotal	\$ 110,169	\$ 2,858.58	\$ 107,309.92	
<u>Administration</u>				
Insurance	\$ 8,000	\$ 2,636.00	\$ 5,364.00	
Accounting & Auditing	\$ 8,000	\$ 362.05	\$ 7,637.95	<i>Payroll Fees</i>
Legal Counsel	\$ 12,000	\$ 140.00	\$ 11,860.00	
Consultants	\$ 10,000	\$ -	\$ 10,000.00	
Dues/Memberships	\$ 4,500	\$ -	\$ 4,500.00	
Subtotal	\$ 42,500	\$ 3,138.05	\$ 39,361.95	
<u>Collections and Materials</u>				
Books	\$ 20,000	\$ -	\$ 20,000.00	
Media	\$ 5,000	\$ -	\$ 5,000.00	
Periodicals	\$ 12,000	\$ 14.98	\$ 11,985.02	

Database Subscriptions	\$	9,000	\$	-	\$	9,000.00
Subtotal	\$	46,000	\$	14.98	\$	45,985.02

Building

Rent	\$	10,000	\$	-	\$	10,000.00
Utilities	\$	7,300	\$	411.87	\$	6,888.13
Technology	\$	10,000	\$	-	\$	10,000.00
Capital Expense	\$	10,000	\$	-	\$	10,000.00
Subtotal	\$	37,300	\$	411.87	\$	36,888.13

Operations

Catalog/Checkout System	\$	10,000	\$	-	\$	10,000.00
Travel/Mileage	\$	-	\$	12.64		
Software	\$	2,500	\$	-	\$	2,500.00
Equipment Repair/Maint	\$	3,000	\$	-	\$	3,000.00
Office Supplies	\$	3,000	\$	530.71	\$	2,469.29
Library Programs	\$	6,000	\$	-	\$	6,000.00
Advertising and Promotion	\$	2,500	\$	75.25	\$	2,424.75
Staff Training and Education	\$	1,500	\$	-	\$	1,500.00
Miscellaneous	\$	532	\$	100.00	\$	431.50
						<i>Reimbursement for Startup Deposit</i>
Subtotal	\$	29,032	\$	618.60	\$	28,325.54

Total Expenses **\$ 265,000** **\$ 7,042** **\$ 257,871**

Balance	\$	75,000	\$	153,087
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The State of Michigan's newest library is forming now and the Bath Township Public Library Board of Trustees is offering a unique job opportunity to the right candidate. We seek a person who can bring their enthusiasm and business acumen to the table, to work closely with this Board and community stakeholders to launch our new library. *Please note this search is being facilitated by Kent District Library in collaboration with the Bath Township Public Library Board of Trustees.*

Bath Township serves nearly 12,000 residents and includes portions of East Lansing, Haslett, DeWitt, and Laingsburg. It is located six miles north of the Michigan State University campus and all of its amenities, and is only a 20-minute drive from the State Capital.

Bath Township Community Schools are clustered in walking distance of the Library, and there is easy access to I-69. The DNR's Rose Lake Wildlife Area provides opportunities for hiking, hunting, and fishing, while Park Lake is a hub for summer boating, swimming, and year-round fishing.

Bath Township Public Library

The Bath Township Public Library is a Class 3 public library, legally established by a citizen petition and election millage in November of 2017. This position is a unique opportunity for an enthusiastic and energetic library director to develop collections, make policy, upgrade programs and provide positive interaction with other community services and groups. The library was preceded for three years by a "Library Center" - a department of the township used to determine the need for a true community library.

The library's website is www.bathtownshippubliclibrary.org.

AREAS OF RESPONSIBILITY:

General Administration and Management

- Formulates and recommends policies to the library board
- Implements library policies and procedures
- Submits an annual budget to the library board in a timely way and directs and monitors expenditures
- Provides monthly financial planning data to the library board to assist in establishing long and short-term financial priorities
- Looks for new revenue sources, collaborations with other organizations, and profit-centered approaches to services with the business community
- Orients new trustees and serves as a resource for trustee activities
- Employs management techniques effectively in directing, planning, organizing, staffing, coordinating, budgeting, and evaluating the library's operation

- Directs the maintenance of the library building and grounds and recommends future space needs
- Establishes and maintains a staff manual of library procedures
- Demonstrates leadership within the organization: Takes initiative, solves problems, effects change through the action of others, and encourages the development of other staff through a positive work environment

Planning, Organization, and Evaluation

- Plans, organizes, coordinates, and directs a balanced program of library service to meet the immediate and long-range goals of the library and the community
- Identifies the standards of excellence for all operations
- Evaluates the effectiveness of library services in relation to the changing needs of the community
- Provides for critical review of internal library operations such as acquisitions, circulation, etc.
- Analyzes data affecting the library's operation such as legal, physical, and statistical factors
- Investigates new trends and specific library programs and facilitates testing of new techniques, materials, and equipment to improve the operation of the library

Personnel Management

- Develops staff job descriptions, recommends and administers personnel policies
- Hires, evaluates, promotes and terminates staff (except when library board consultation is required)
- Defines expectations for staff performance and sets goals for service and programming
- Works to promote high staff morale
- Supervises planning for optimum utilization of personnel
- Provides in-service programs for employee training and development, encouraging staff input
- Encourages staff professional growth at all levels by supporting participation in professional associations, workshops, seminars, and activities
- Ensures that staff performance appraisals are done on a regular schedule
- Acts as a consultant, mediator, and facilitator for staff

Community and Professional Development

- Recommends and administers public relations programs
- Represents the library and speaks before community, civic, and other groups regarding the objectives and activities of the library

- Establishes and maintains effective working relationships with other governmental agencies, civic and community groups, and the general public
- Serves as official representative of the library in actions that legally bind or politically influence the library
- Serves as a model to staff in the sense of professionalism, demonstrating strong professional ethics and keeping informed through professional literature
- Supports and facilitates the work of the Friends of the Library
- Attends professional and other meetings to maintain contact with other professional and library-related agencies
- Participates in professional development opportunities to enhance managerial skills and maintains an awareness of new trends and developments in the library field

Other duties as required

DESIRED QUALIFICATIONS:

- A Master's degree in library science from an ALA accredited school
- Professional certification in compliance with state law
- Two years of library experience preferred, with a proven track record of successfully achieving goals in previous library experiences.
- Thorough knowledge of the philosophy and techniques of all facets of public library service
- Ability to think analytically and to develop new services
- Ability to exercise initiative and independent judgment
- Considerable knowledge of computers and data communications especially in regards to library applications
- Ability to prepare comprehensive reports and present ideas clearly and concisely in written and oral form
- Highly developed verbal and written communication skills, social skills, and adaptability
- Ability to make administrative decisions, develop policies and supervise staff
- Effective interpersonal skills consisting of creative and diplomatic management abilities
- Demonstrated dynamic motivational leadership skills
- Ability to process information effectively to learn new materials, handle complex concepts, and consider issues macrocosmically
- Ability to motivate, establish and maintain effective working relationships with associates, supervisors, volunteers, other community agencies, governmental bodies and the general public
- Visionary regarding library trends, the impact of changing information technology, and the amount of acceptable risk the board is willing to take in implementing new ideas
- A desire to meet and serve the public

OTHER REQUIREMENTS:

Critical Mental Requirements

Continuously:

- Is consistently accurate
- Uses good organizational skills at all times
- Maintains absolute confidentiality of library records and administrative matters

Frequently:

- Acts independently and assumes responsibility
- Works effectively with associates, supervisors, and customers
- Is flexible, works well under short time constraints, and meets deadlines
- Makes sound administrative decisions and judiciously interprets and applies policies.
- Interacts positively with co-workers and supervisors, and the public.

Critical Physical Requirements

Continuously: Observing and analyzing

Frequently: Keyboarding or handwriting to complete forms

Occasionally: Walking, sitting

- **Apply Now**

Libraries in Michigan with Apollo:

Buchanan
Augusta
Harrison
Township
Unionville
Watervliet
Sebewaing
Eau Claire
Galesburg
New Buffalo
Berrien
Springs
Three Oaks
Marcellus
Harbor
Beach
Deckerville
Nashville
Holly
Owosso
Fowlerville
Big Rapids
Benzonia
Millington
Ortonville
Reed City
Ludington
Albion

Calendar for Year 2018 (United states)

January

s	M	T	w	T	F	s
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

○: 1 ●: 8 ●: 16 ●: 24 ○: 31

February

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March

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April

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May

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June

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July

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August

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september

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November

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December

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Jan 1 **New Year's Day**
 Jan 15 **Martin Luther King Jr. Day**
 Feb 14 **Valentine's Day**
 Feb 19 **Presidents' Day**
 Apr 1 **Easter sunday**

Apr 13 **Thomas Jefferson's Birthday**
 May 13 **Mother's Day**
 May 28 **Memorial Day**
 Jun 17 **Father's Day**
 Jul 4 **Independence Day**

sep 3 **Labor Day**
 Oct 8 **Columbus Day (Most regions)**
 Oct 31 **Halloween**
 Nov 11 **Veterans Day**
 Nov 12 **Veterans Day observed**

Nov 22 **Thanksgiving Day**
 Dec 24 **Christmas Eve**
 Dec 25 **Christmas Day**
 Dec 31 **New Year's Eve**

LEASE

This lease agreement (the "Lease") is entered into on October 2013, ("Effective Date") by and between Daryl Kesler, of P.O. Box 307, Bath, Michigan 48808 (the "Landlord"), and the Bath Charter Township, of 14480 Webster Rd, Bath, Michigan 48808 (the "Tenant")

Recitals

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

- 1. Leased Premises.** Landlord leases to Tenant, and Tenant leases from Landlord, on the terms and subject to the conditions contained in this Lease, the premises located at 14033 Webster Road, Bath, MI 48808 as is more fully described and illustrated in Exhibit A, Which is attached hereto and made a part hereof. This portion of the Premises, amounting in the building to 2,240 total sq. feet, shall be used by Tenant as a public library. To the extent that any alterations or improvements are required to bring this portion of the premises into compliance with State or federal law, such shall be allowed, but at the sole responsibility of the Tenant.

In addition, Landlord grants the Tenant a non-exclusive license during the term of this Lease to use the parking spaces provided in the front of the Premises for parking of Tenant's employees and library patrons. The portion of the Premises described in Exhibit A and the licensed premises shall be the "Premises" for purposes of this Lease.

- 2. Term.** The initial term of this Lease shall be for ten (10) years, commencing on October 1, 2013 and ending September 30, 2023, subject to the provisions of paragraph 15 below. The Lease may be renewed or extended only by the mutual agreement of the Landlord and the Tenant. Such agreement to renew or extend the Lease shall be in writing.
- 3. Contingency Period.** Landlord agrees to provide Tenant a 45-day period ("Contingency Period") after the Effective Date of this Lease to cancel this Lease. During the Contingency Period, Tenant's agreement to perform under the Lease is contingent on whether Tenant approves construction and placement of the public library at the Premises. If Tenant cancels this Lease during the Contingency Period, Tenant shall owe no rent for the entire term of the Lease. The Contingency Period may be extended upon written agreement between the parties.
- 4. Rent.** Tenant agrees to pay and Landlord agrees to accept rent for the Premises for the rental rate of Four Dollars (\$4.00) per square foot for the Premises in the total square footage of 2,240 for the term of this Lease, or \$8,960 per year/\$746.67 per month, paid in equal monthly installments. Said price per square foot shall be increased by 3% per year, if Landlord so elects, Tenant shall pay such rent monthly to the Landlord at the address set forth above in advance at the end of each 11th day preceding the month that rent is due.

Should Tenant remain in possession of the Premises after termination of this Lease or any extension thereof, said possession will be deemed to be on a month-to-month basis under the same conditions as provided in this Lease.

- 5. Utilities.** Tenant shall pay utilities consisting of telephone, electric, internet, sewer and waste removal used at the Premises beginning with the commencement of the term with the exception of water

expenses incurred which shall be maintained and repaired by Landlord, including all incidental expenses incurred.

6. **Tenant's Sign Identification and Public Notices.** Tenant shall have the right to install and maintain a sign identifying the Premises as the location of the Bath Charter Township library, or words to similar effect. The style and location of the sign shall be subject to the approval of the Landlord, which shall not be unreasonably withheld.
7. **Tenant's Records.** If Tenant maintains any official records or materials on the Premises, maintenance and security of those records is solely Tenant's responsibility. Landlord shall not be responsible for ensuring safety or security of any such records or materials.
8. **Condition of Premises: Alteration, Maintenance or Repairs.** By executing this Lease, Tenant accepts the Premises with the construction modifications and build-outs as agreed to between tenant and Landlord as set forth in Exhibit B, which is attached hereto and made a part hereof. Tenant acknowledges that the Premises are in good order and repair. Landlord may maintain and renovate the Premises she desires, however, Landlord shall not interfere with Tenant's improvements and Tenant shall keep the Premises in a clean and sanitary condition while using the Premises. Landlord shall maintain the Premises in reasonable condition for the parties' intended purposes.

Tenant shall surrender the Premises at the termination of this Lease in as good a condition as when received, ordinary wear and tear excepted. Tenant shall not paint, paper, or otherwise redecorate the Premises, or make any alterations to the Premises whatsoever, without the prior consent of Landlord, which shall not be unreasonably withheld. Tenant shall commit no waste on the Premises.

Tenant agrees to be responsible for any damage caused to the Premises by its use, and further agrees to promptly report to Landlord any damage caused to or discovered in the Premises. Such damage discovered on the Premises and not a result of Tenant's use, shall be the sole responsibility of the Landlord.

9. **Right of Entry.** Landlord or his agents shall have the right to enter the Premises during Tenant's open business hours, but shall not enter the Premises during Tenant's closed hours without prior approval of Tenant. Landlord shall neither unreasonably interfere with the operation of Tenant's use of the Premises nor use the services offered by Tenant outside of Tenant's open business hours.

In the event of an emergency, Landlord shall be permitted to enter the Premises without notice for any purpose reasonably connected with the emergency and make such repairs or alterations as may be necessary or appropriate to the safety or preservation thereof.

10. **Insurance.** During the term of this Lease, Tenant, at Tenant's expense, shall maintain in full force and effect liability and property damage coverage against all claims for injury; wrongful death, and property damage, for all claims occurring upon, in, or about the Premises in connection with Tenant's use, and which shall name Landlord as an additional insured, in the aggregate sum of not less than One Million Dollars (\$1,000,000) per occurrence. In the event of an occurrence, Tenant shall cover any deductible required pursuant to the insurance policy.
11. **Possession.** Tenant shall have possession of the Premises at the expiration of the Contingency Period. Tenant may waive the Contingency Period upon written notice to Landlord and take immediate possession thereafter.

12. **Trade Fixtures and Personal Property.** Tenant shall restore the Premises to substantially the same condition in which the Premises was at the time the Tenant took possession, ordinary wear and tear is accepted.
13. **Hire or Destruction.** If the Premises is destroyed or otherwise damaged to the extent that it is unusable by the Tenant, regardless of manner, cause or fault, the Landlord is obligated to rebuild or repair the Premises. Furthermore, in the event of destruction of or damage to the Premises, during the time the Premises are rebuilt or repaired, the Tenant may relocate to a suitable replacement premises without paying rent to Landlord during this time. If the Premises is destroyed or is otherwise damaged to the extent that it is unusable by the Tenant, the Lease shall become immediately cancelable at Landlord's or Tenant's discretion.
14. **Default.** Tenant's failure to pay rent when due, or to perform any of its obligations hereunder shall constitute a default. If a default occurs, Landlord may, at his option, terminate this Lease and regain possession of the Premises in accordance with applicable law. If Tenant shall be absent from the Premises for a period of seven (7) consecutive days while in default, Tenant shall, at Landlord's option, be deemed to have abandoned the Premises. Recovery of the Premises by Landlord shall not relieve Tenant of any obligation under this Lease.

In the event of a default, it is understood that either party to this Lease has the right to have a court determine the actual amount due and owing to the other.
15. **Termination of the Lease.** This Lease shall terminate upon the expiration of the Lease Term or upon three (3) months written notice of Landlord or Tenant to the other at the addresses listed herein. Upon the expiration of the Lease Term, or upon the earlier termination of this Lease, Tenant shall surrender peaceable possession of the Premises.
16. **Assignment and Subletting.** Tenant shall not assign this Lease in whole or in part or sublet all or any portion of the Premises without written consent of the Landlord, which shall not be unreasonably withheld.
17. **Liens.** Neither Tenant nor Landlord shall cause or permit the Premises or any part thereof, or Tenant's leasehold interest therein, at any time during the Lease Term, to become subject to any vendor's, mechanic's, construction, laborer's or materialmen's lien or other lien based upon the furnishing of material, services or labor to Tenant, Landlord or the Premises and contracted for by Tenant or Landlord, nor shall Tenant cause Tenant's leasehold interest to be mortgaged or otherwise to stand as security for the repayment of any debt owed by Tenant.
18. **Waiver of Liability.** Tenant hereby releases and discharges the Landlord, including officers, employees, agents, family members, invitees, and guests of the Landlord, from all liability arising from loss, damage or injury caused by any intentional act, negligence, fire or other casualty by the Tenant to the extent of any recovery by the injured party under a policy of insurance which permits waiver of liability and waives the insurer's rights of subrogation.
19. **Waiver.** Landlord's or Tenant's failure to enforce any term of this Lease shall not be deemed a waiver of the enforcement of that or any other term, nor shall any acceptance of a partial payment of rent be deemed a waiver of Landlord's or Tenant's right to the full amount.
20. **Notices.** Any notice which either Landlord or Tenant may, or is required to, give may be served personally or sent by first-class mail, postage prepaid, to the address set forth on Page I of this Lease or at such other places as may be designated in writing by the parties from time to time.

- 21. **Severability.** If any part of this Lease shall be held invalid, the remainder shall remain in full force and effect to the fullest extent permitted by the law.
- 22. **Entire Agreement.** The foregoing constitutes the entire agreement between the parties and may not be modified except in writing, signed by both parties.
- 23. **Jurisdiction and Venue.** This Lease shall be governed by and interpreted and construed in accordance with the laws of the State of Michigan and venue for any disputes shall lie in Clinton County, Michigan.
- 24. **Time is of the Essence.** Time shall be of the essence of this Lease.
- 25. **Effective Date.** The parties have caused this Lease to be signed and it shall be effective as of the day and year first above written.

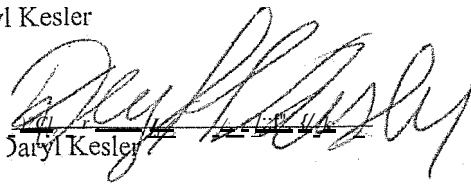
LANDLORD

TENANT

Daryl Kesler

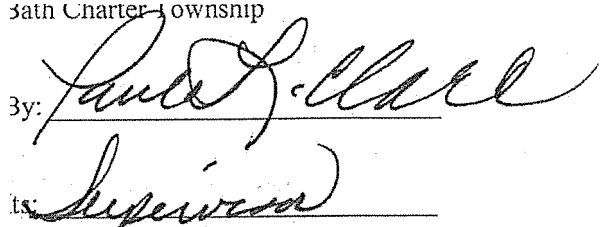
34th Charter Township

By:



 Daryl Kesler

By:



 Supervisor

Date: 10/10/13

Date: 10/15/13

LIBRARY SERVICES CONTRACT
BETWEEN THE DEWITT DISTRICT LIBRARY
AND BATH TOWNSHIP LIBRARY

AN AGREEMENT made this _____ day of _____, 2018, by and between the DeWitt District Library (“DeWitt”), a district library established under 1989 PA 24 and Bath Township Library (“Bath”), a township library established under 1877 PA 164, both located in Clinton County, Michigan.

WHEREAS, DeWitt is a duly authorized and established library in the State of Michigan pursuant to 1989 PA 24 (“the DLEA”); and

WHEREAS, Bath a duly authorized and established library in the State of Michigan pursuant to 1877 PA 164; and

WHEREAS, pursuant to Section 12(g) of the DLEA, DeWitt has the authority to enter into a contract to give library-related service to a library within or without the district; and

WHEREAS, DeWitt desires to provide library service (“Library Service”) to the residents of Bath.

THEREFORE, the parties agree as follows:

1. Provision of Library Service. During the term of this Agreement, DeWitt agrees to provide Library Service to the residents in Bath’s legal service area (Bath Charter Township). Library Service includes all services offered by DeWitt unless such services are restricted by any of DeWitt’s licensing or other agreements with vendors.
2. Term. This Agreement shall begin on July 1, 2017 and shall continue until June 30, 2018, unless the Agreement is terminated pursuant to Section 5 below.
3. Funding. Bath agrees to pay DeWitt a total of \$12,000 for Library Service. The first payment of \$6,000 shall be due on or before March 1, 2018 and the second payment of \$6,000 shall be due on or before June 30, 2018.
4. Termination. Any party may terminate this Agreement by giving sixty (60) days’ written notice. However, if the Agreement is terminated, Bath shall be required to pay the pro rata amount of the funding obligation in paragraph 3 based on the effective date of termination (the pro rata amount shall be based on the July 1, 2017 – June 30, 2018 term).
5. Severability. If any part of this Agreement is held to be invalid or unenforceable under the laws of any jurisdiction where this Agreement is to be performed or sought to be enforced, the remaining provisions shall be enforceable to the maximum extent permitted by law; provided, however, that such remaining provisions effectuate fully the intent of the parties as manifested herein.

6. Amendment; Waivers. This Agreement may be amended or modified, and any of the terms, covenants, representations, warranties, or conditions hereof may be waived, only by a written instrument executed by each of the parties hereto. Any waiver by any party of any condition, or of the breach of any provision, term, covenant, representation, or warranty contained in this Agreement shall not be deemed nor construed as a continuing waiver of any such condition, or breach of any other provision, term, covenant, representation, or warranty of this Agreement.

7. Entire Agreement. This Agreement contains the entire understanding between the parties hereto with respect to the services contemplated herein and supersedes all prior and contemporaneous agreements and understandings, oral or written, with regards to such services. All schedules hereto and any policies, documents and instruments delivered pursuant to any provision hereof are expressly made a part of this Agreement.

8. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

DeWitt District Library

Bath Township Library

By its: _____

By its: _____

Date: _____

Date: _____

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