

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, JUNE 19, 2018 – 6 P.M.

1. Call to Order.
2. Moment of 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 (see attached report on Contractual Services)
8. Librarian Report – welcome to Kristie Reynolds, Library Director
9. Unfinished Business
 - a. Items for Discussion (no vote)
 - i. Carry over – these will be acted upon at upcoming meetings.
 1. Final updates & review of bylaws
 2. Review of policies & procedures
 3. Library security/bonding
 4. Logo
 5. Advertising
 6. Moving to larger space
 - ii. OverDrive access update.
 - iii. Updates on technology.
 1. Firewall, switch & access point w/cabling – Thursday at 8 a.m. this is happening!
 2. Replace server, change domain from librarycenter.bathtownship.us. See attached quote, FYI.
 - iv. Renegotiation of lease – see attached draft from Murphy & Spagnuolo
 1. Waiting for reply from Kesler.
 - v. Summer Reading dates – start 3rd week in June, end 2nd week in August. Today is the day!
 - vi. “Roll Out” plan for Kristie to meet with local school personnel and community leaders, press release, etc.-Update
 - vii. Janitorial Service Update
 - viii. Health Care/Benefit Options - Update
 - b. Items for Action (need a vote)
10. New Business
 - a. Items for Discussion
 - i. Staff PTO
 - ii. Hourly staff wage structure
 - iii. Library Open Hours Change
 - iv. TIF capture from millage payments – opinion from Clare Membiela from Library of Michigan suggests a letter from the board as follows:

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The Bath Library Millage was passed after Dec. 31, 2016 and is a millage for library purposes. The millage is automatically exempt from Tax Incremental Finance Act (TIFA) capture unless the Bath Township Public Library Board and the Township Board enter into a written agreement with the DDA that permits capture.

Our Board affirms to Bath Township and the Bath Downtown Development Authority that our Library Millage is exempt from capture under existing law PA 197, Section 3, subsection 3 ([MCL 125.1653 \(3\)\(3\)](#))

While this law was amended with replacement language that will go into effect on Jan 1, 2019, the new act, [2018 PA 57](#) amends and re-enacts the entire Tax capture act(s). The main purpose of this re-codification is to clarify certain provisions and add certain reporting requirements. The DDA Library exemption and opt-out provisions are unchanged.

All monies allotted incorrectly to the Bath DDA in 2018 must be returned to the Bath Township Public Library, and appropriate changes to end this capture going forward must be made.

b. Items for Action

i. Vote regarding rejection of TIF capture by DDA.

11. Public Comment – Limited to 3 minutes
12. Board Member Comments
13. Adjournment

Bath Township Public Library
Meeting Minutes

Tuesday, June 5, 2018; meeting called to order at 6:02pm

Present: (Board Members) Sue Garrity, Lynn Bergen, Ken Jensen, Shannon Vlastic, Theresa Kidd. (Ryan Fewins-Bliss absent with notice.)
(Public) Derek Barth, Alex Suarez, Kristie Reynolds

Next meeting: Tuesday, June 19, 2018 @ 6:00pm.

I. Regular Business

- a. Moment of civic reflection.
- b. Lynn moves to approve the agenda with amendment to date, Theresa 2nd, all in favor.
- c. Public comment on agenda items: none.
- d. Disclosures of conflict of interest: none.
- e. Lynn moves to approve meeting minutes from last meeting as adjusted, Shannon 2nd, all in favor.

II. Financial Report

Ryan left financial reports with Sue; budget vs. actuals and quarterly profit and loss. Numbers are very close to anticipated budget. GOOD JOB RYAN!!! 😊 😊 😊 Lynn requests breakdown of contractual services category (even just what sub-categories are included here.)

III. Librarian Report

Derek states 49 new titles this week based solely on donations. Numbers seem to be down, but circulation is up. Less children seem to be frequenting computers with busy summer obligations.

IV. Unfinished Business

- a. Several items being saved for discussion after Kristie officially begins. Bylaws, policies and procedures, healthcare benefits for director & staff, library security & bonding, logo, janitorial services, advertising, moving to larger space. Janitorial services; we will check with local businesses. Sue will ask our neighbors and see who they use.
- b. Woodlands Overdrive; We want no interruption in Overdrive services. Hoping to have something worked out with Woodlands by July 1st. We need to pay for coverage until we become official members of the Woodlands Cooperative in October. Kristie is working on this.
- c. Updates on technology: getting quotes on replacement for server, domain, as computers currently joined to domain that belongs to township. Sue mentioned this to Dan at Township. ASK is handling this. Final Quote for switch and access point with cabling attached to packet. Reduced from original quote.
- d. Re-negotiation of lease – draft from Murphy & Spagnuolo attached to packet. Some things removed and changed. Kristie had new lease looked over by mother who is real estate attorney. Suggested that under number 10, we specify who is responsible for care of outside roof, source of any leak or damage. Sue is comfortable with signing lease with board approval through vote at next meeting.
- e. Summer Reading – 3rd week in June through 2nd week in August.

V. Action

None.

VI. New Business

- a. Staff PTO; wait to discuss until Ryan is here.
- b. MLA Workshop; Ryan attended. Brought handouts.
- c. “Roll Out” plan presented.

VII. Closing

- a. Public Comment:
- b. Board Comment:
- c. Shannon moves to adjourn the meeting, Theresa 2nd, all in favor.

Meeting adjourned at 7:16 pm.

Bath Township Public Library

ACCOUNT QUICKREPORT

All Dates

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	ACCOUNT	CLR	AMOUNT	BALANCE
Contractual Services								
01/09/2018	Check	1918EFT	Paychex		Contractual Services		300.69	300.69
01/19/2018	Check	11918EFT	Paychex		Contractual Services		61.36	362.05
02/01/2018	Expense	2118EFT	Paychex	Paychex Invoice	Contractual Services		61.17	423.22
02/03/2018	Check	2517	Great America Financial		Contractual Services		206.18	629.40
02/16/2018	Expense	21618EFT	Paychex	Paychex Invoice	Contractual Services		61.17	690.57
03/02/2018	Expense	30218EFT	Paychex	Paychex Invoice 3/2/18	Contractual Services		61.17	751.74
03/16/2018	Expense	31618EFT	Paychex	3/16/18 Paychex Invoice	Contractual Services		61.17	812.91
03/19/2018	Check	2531	ASK	Setup Fee - Tech Support	Contractual Services		850.00	1,662.91
03/19/2018	Check	2530	Great America Financial	Monthly Copier	Contractual Services		111.31	1,774.22
03/19/2018	Check	2526	ASK	March + April Technology Support	Contractual Services		1,700.00	3,474.22
03/30/2018	Expense	33018EFT	Paychex	Paychex Invoice	Contractual Services		61.17	3,535.39
04/13/2018	Expense	41318EFT	Paychex	Paychex Invoice 4/13/18	Contractual Services		72.17	3,607.56
04/16/2018	Check	2546	Consultants on Call	Transition costs from COC to ASK	Contractual Services		357.50	3,965.06
04/23/2018	Check	2552	ASK	ASK May Service	Contractual Services		850.00	4,815.06
04/23/2018	Check	2556	Dewitt District Library	Dewitt Library Services Contract Payment 1 of 2	Contractual Services		6,000.00	10,815.06
04/23/2018	Check	2553	Kent District Library	Director Search Payment 1 of 2	Contractual Services		3,000.00	13,815.06
04/27/2018	Expense	42718EFT	Paychex	Paychex Invoice for 4/28 Payroll	Contractual Services		61.17	13,876.23
05/01/2018	Check	2559	Great America Financial	Copy Lease	Contractual Services		250.18	14,126.41
05/11/2018	Check	2557	Great America Financial	Copier Lease May 2018	Contractual Services		111.31	14,237.72
05/11/2018	Expense	51118EFT	Paychex	Paychex Invoice	Contractual Services		61.42	14,299.14
05/25/2018	Check	2572	Kent District Library	Final Payment - Hiring Support	Contractual Services		3,000.00	17,299.14
05/25/2018	Check	2575	ASK	June Total Care Support	Contractual Services		850.00	18,149.14
05/25/2018	Expense	52518EFT	Paychex	Paychex Invoice	Contractual Services		61.42	18,210.56
06/15/2018	Check	2573	Dewitt District Library	Second Payment of Dewitt Services Contract	Contractual Services		6,000.00	24,210.56
Total for Contractual Services							\$24,210.56	
TOTAL							\$24,210.56	



3125 Sovereign Drive, Suite 9B, Lansing, MI 48911
 t. 517-676-6633 f. 517-676-6730
www.justask.net sales@justask.net

ASKQ6218
 May 30, 2018

Quote Expires: Jun 29, 2018

Quoted To:


Bath Township Public Library
 Sue Garrity
 14033 Webster Rd
 Bath Township, MI 48808
 United States

Prepared By:

Ed Pryor
 Account Manager
 epryor@justask.net
 517-676-6633

Phone (517) 641-7111
Fax

Here is the quote you requested.

Description	Unit Price	Qty	Ext. Price
New Server			
16 GB Ram			
1 TB Storage			
Lenovo ThinkServer TS150 4U Tower Server - 1 x Intel Xeon E3-1245 v6 Quad-core (4 Core) 3.70 GHz - 8 GB Installed DDR4 SDRAM - Serial ATA/600 Controller - 0, 1, 5, 10 RAID Levels - 1 x 250 W - 1 Processor Support - 64 GB RAM Support - Gigabit Ethernet - DVD-Writer	\$779.00	1	\$779.00
	<p><i>WORKLOAD HUNGRY. BUDGET FRIENDLY.</i> <i>ThinkServer towers provide the performance, reliability, and easy-to-use tools to power your infrastructure workloads. Perfect for small databases, basic virtualization, and office applications. TS150</i> <i>The perfect first server: powerful, flexible, and oh so affordable.</i></p>		
Lenovo 8GB DDR4 SDRAM Memory Module - 8 GB (1 x 8 GB) - DDR4 SDRAM - 2400 MHz DDR4-2400/PC4-2400 - ECC - Unbuffered - 260-pin - DIMM	\$199.00	1	\$199.00

PRICES SUBJECT TO CHANGE WITHOUT NOTICE - PRICES BASED UPON ACCEPTANCE OF ALL QUOTED ITEMS OR A SINGLE OPTION - ANY TRAINING OR CONSULTING SERVICES NOT QUOTED WILL BE BILLED AT PUBLISHED BOOK RATES FOR EACH ACTIVITY INVOLVED - WE SPECIFICALLY DISCLAIM ANY AND ALL IMPLIED WARRANTIES. ASK SHALL NOT BE HELD LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS. NOR FOR DAMAGES RELATED TO THIS AGREEMENT. RETURNS ARE AVAILABLE WITH VALID RMA NUMBER FOR 15 DAYS AND WILL HAVE A MINIMUM 20% RESTOCKING FEE WITH ORIGINAL PACKAGING. QUOTED PRICES DO NOT INCLUDE TRAVEL, MILEAGE OR LIVING EXPENSES UNLESS OTHERWISE INDICATED.

Description	Unit Price	Qty	Ext. Price
Lenovo ThinkServer RAID 520i PCIe Adapter - 12Gb/s SAS - PCI Express 3.0 x8 - Plug-in Card - RAID Supported - 0, 1, 10, JBOD RAID Level - 8 Total SAS Port(s) - 8 SAS Port(s) Internal - PC <i>ThinkServer always meets the demand for performance enhancement and feature enablement by way of continuous improvement on products and options . Upgrading your systems with the new options will bring you great value with flexibility, scalability and field-proven reliability. The offering here covers: Lenovo ThinkServer RAID 520i PCIe Adapter (4XC0GB8840) Lenovo ThinkServer RAID 520i RAID 5 Upgrade (4XC0G88841) Lenovo ThinkServer TS450 12 GB RAID Expander Card (4XC0G88843) Lenovo ThinkServer 9380-Be PCIe 12 GB 8-port External SAS RAID adapter by LSI-Avago (4XC0G88845)Support 6 GB SATA/SAS drives Support up to B disks</i>	\$319.00	1	\$319.00
Lenovo 1 TB 3.5" Internal Hard Drive - SATA - 7200rpm	\$269.00	2	\$538.00
PROTECTION PRE Ess - 3Y 24x7x4 + YD YD (Optional)	<i>\$.31 c,; - 33 /cf</i>		\$976.00
PREM ESS 5YR 24X7 4HR YOURDR YOURDATA (Optional - SELECTED)		1	\$1,844.50
			<i>7, 3 0. 9D/L/"</i>
			ubTotal \$3,679.50

Windows Server Licensing

If Windows Server licenisng is available through Tech Soup, it will be cheaper to purchase the licenesing through Tech Soup. If it is available, change the quantities of server licensing in this quote to zero.

Microsoft Windows Server 2016 Standard - License - 2 Core - Volume - Single Language - PC	\$117.15	8	\$
Microsoft Windows Server 2016 - License - User CAL - MOLP: Open Business - Single Language	<i>tJi'nd<Yk) S-u e55</i>	<i>e..cJ-,5</i>	\$ 5
			<i>:ti38</i>
			\$1,381.05

ASK Professional Services, Fixed Bid

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QUOTED PRICES DO NOT INCLUDE TRAVEL, MILEAGE OR LIVING EXPENSES UNLESS OTHERWISE INDICATED.

Description	Unit Price	Qty	Ext. Price
ASK Professional Services, Scope of Work	\$8,125.00	1	\$8,125.00
Professional Project Management			
Assemble Server and setup RAID 1.			
Load OS onto Server and install updates.			
Build new Active Directory Domain.			
Create new users and groups per Bath Township Public Library's needs.			
Create new file share and setup security groups for least privileged access.			
Deploy ASK Standard Group Policy Objects and setup mapped drives.			
Migrate DHCP to the new server.			
Migrate DNS to the new server.			
Migrate file data to new file shares.			
Setup printers on the new server.			
Setup scan to email and scan to folder.			
Migrate existing workstations to the new domain.			
ASK Total Care Discount			-\$1,950.00
SubTotal			<u>01,500.00</u>

One Time Cost Subtotal	\$11,235.55
Time Cost Tax	\$303.63
One Time Cost Shipping	\$0.00
<u>One Time Cost Grand Total</u>	<u>\$11,539.18</u>

Please contact me if I can be of further assistance.

**To accept this quote please sign and date below. Please include a PO Number if applicable.
 You may then fax to 517-676-6730 or scan and email to sales@justask.net.**

If this quote was accepted online, you do not need to fax or email.

ASK Quote Number: ASKQ6218

Signature: _____ Date: _____ PO: _____

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RETAIL LEASE

THIS LEASE made this _____ day of June, by and between Daryl Kesler of P.O. Box 307, Bath Michigan 48808, hereinafter referred to as "Landlord," and Bath Township Public Library of 14033 Webster Road, Bath Township, Michigan 48808, hereinafter referred to as "Tenant," in consideration of the mutual covenants and promises herein contained and for other valuable consideration.

WITNESSETH:

- 1. PREMISES LEASED.** The Landlord does hereby demise and let unto the Tenant, and the Tenant does hereby lease and hire from the Landlord, for the term and under the terms and conditions herein set forth in this Lease for those certain premises, containing approximately 2,240 square feet, located at 14033 Webster Road, Bath Township, Michigan as more fully described in Exhibit A attached hereto (hereinafter referred to as the "Shopping Center"). 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 term of this Lease shall be for a period of five (5) years, commencing on June 1, 2018 (hereinafter referred to as the "commencement date"), fully to be completed and ended on May 31, 2023 subject to paragraph 25 below. 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 provide in this Lease.
- 3. RENTAL:** Tenant agrees to pay to Landlord at its office or to such other person or persons or at such other place as Landlord shall designate in writing, as rental for the said demised premises as follows:

 - (a) Fixed Minimum Rental:** A fixed rental for the herein described demised premises of per year, payable in advance in equal monthly installments of \$767.67 per month, upon the first day of each month during the term of this Lease.
 - (b) Rent Increase:** Tenant agrees and shall also pay to Landlord, as additional rent, for the second lease year and each lease year thereafter, an increase of rent by three (3%) percent if Landlord so elects.
 - (c) Security Deposit:** Landlord is not requiring a security deposit.
- 4. USE OF PREMISES.** Tenant covenants and agrees that said demised premises shall be used and occupied for the operation of a public library and for no other purpose without the written consent of Landlord, which consent shall not be unreasonably withheld. Tenant shall properly comply with all laws, ordinances and lawful orders and regulations affecting the demised premises and the use thereof. Tenant further covenants and agrees that it will conduct its business during normal business hours for such type of business and on all business days. Tenant further agrees that no auction, bankruptcy or going out-of-business sales will be conducted in or from the demised premises without prior written consent of Landlord.
- 5. CARE OF PREMISES.** Tenant shall not permit, allow or cause any act or deed to be performed or any practice to be adopted or followed in or about said demised premises which shall cause or be likely to cause injury or damage to any person or to said demised premises or to the building or to the sidewalks and pavements adjoining the demised premises. Tenant shall not permit, allow or cause any noxious, disturbing or offensive odors, fumes, gases, smoke, dust, steam, vapors or disturbing noise, sound or vibration to originate in or to be emitted from said demised premises. Tenant agrees to permit no waste of the demised premises, but rather to take

good care of same and, upon termination of this Lease, to surrender without notice in as good condition as at the commencement of the term, reasonable use and wear thereof excepted.

6. **UTILITIES.** Tenant shall procure and shall pay the cost when due of all utilities rendered or furnished to the demised premises during the term of this Lease, including electricity, gas, telephone, internet, waste removal and sewerage charges. However, Landlord shall provide and pay for water expenses which shall be maintained by Landlord.

7. **SIGNS.** The cost of installing, maintaining, changing or removing any signs upon the demised premises shall be borne by Tenant. Tenant shall obtain Landlord's written approval as to design, location and the manner of installation prior to placing any sign whatsoever upon the demised premises which shall not be unreasonably withheld. Any signs shall comply with all requirements of appropriate governmental authority and all necessary permits or licenses required in connection therewith shall be obtained by Tenant at Tenant's sole cost and expense. Tenant shall maintain all signs in good condition and repair at all times during the term of this Lease and Tenant shall save Landlord harmless from injury to person or property arising from the erection and maintenance of said signs. Upon vacating the demised premises, Tenant shall remove all signs and repair any damage caused by such removal.

8. **OPERATION AND MAINTENANCE OF COMMON AREA.**

(a) **Maintenance of Common Area.** Landlord will provide lawn maintenance and snow plowing of parking lot. Sidewalk shoveling is the Tenant's responsibility.

(b) **Use of Common Area.** Landlord grants to Tenant throughout the term of this Lease in common with others entitled to a similar use thereof, an easement for ingress and egress to Tenant's demised premises and for the parking of automobiles by Tenant's employees, customers and invitees in the parking area. It is not to be construed that Landlord is leasing any specific parking area to Tenant. Tenant shall not and shall not permit its employees to use said parking areas for the storage of any automobiles, trucks or other vehicles owned or used by Tenant or its employees, except as may be approved and designated in writing by Landlord. No portion of the parking areas, sidewalks or other common areas shall be used by Tenant for any purpose whatsoever, other than pedestrian and vehicular traffic and customer parking, without prior written consent of Landlord. Landlord reserves the right to determine from time to time how to use the parking and common area and to resolve any disputes in connection therewith, the Landlord's decision shall be final.

9. **RUBBISH CONTROL.** Tenant shall not place, store, collect or allow any trash, garbage, rubbish or waste material on the outside of the building or the demised premises. Tenant shall pay for all charges for the removal of said trash, garbage, rubbish or waste material and for charges for all other services used, rendered or supplied upon or in connection with the demised premises.

10. **MAINTENANCE AND REPAIR.** Landlord agrees to keep and maintain the outer walls, roof, and sidewalks of the demised premises in good repair during the term of this Lease. However, Landlord shall not be responsible for damages caused by backups of toilets or lavatories, flood damage or water damage from adjoining tenants. Landlord shall not be responsible for the care or maintenance of any loading docks, loading ramps, front doors, rear doors, locks and hardware. Tenant, at its sole cost and expense, whether the same shall be the property of Tenant or Landlord, shall promptly repair and at all times maintain in good condition the interior of the demised premises and all its appurtenances and equipment, including, but not limited to, heating units, electrical fixtures and equipment, electrical installation, plumbing, plumbing equipment and fixtures, all machinery, all hardware, all interior paint or decoration of every kind. Tenant shall promptly replace all broken or damaged glass, including window glass and door glass, unless covered by Landlord's fire and extended coverage insurance. In the event Tenant fails to make any of the repairs which it is

obligated to make with reasonable dispatch, Landlord shall be entitled to enter the demised premises and make or cause the same to be made and the amount or amounts expended by Landlord for such repairs shall be due and payable by Tenant to Landlord as so much additional rental hereunder.

11. ALTERATIONS. No structural changes, additions or substantial alterations shall be made by Tenant without the written consent of Landlord. Tenant shall have the right, at its own cost and expense, to place or install within the demised premises such fixtures, partitions, equipment and trade fixtures, together with any additional painting or minor alterations in the demised premises which Tenant may find necessary and deem desirable, for all of which Landlord hereby consents. It is further covenanted and agreed that all fixtures, partitions, equipment, trade fixtures, alterations or changes installed by Tenant shall be and remain personal property, regardless of the manner of their annexation, and shall be removed by Tenant at the termination of this Lease or any extension thereof. Any damage to the demised premises caused by the removal thereof shall be repaired by Tenant at the sole cost and expense of Tenant.

12. INDEMNIFICATION OF LANDLORD. Tenant covenants and agrees to save Landlord harmless from any liability for injuries or damages to any person or property upon or about the demised premises, in connection with Tenant's use, and agrees to procure at its own cost and expense public liability insurance for the benefit of Landlord and Tenant in the sum of One Million and No/100 (\$1,000,000.00) Dollars for damages resulting to one (1) person and One Million and No/100 (\$1,000,000.00) Dollars for damages resulting from one (1) incident and property damage in the sum of One Million and No/100 (\$1,000,000.00) Dollars. Tenant shall keep and maintain said insurance in force during the term of this Lease and shall deliver the policy or copy thereof or certificate of insurance evidencing such coverage to Landlord. Landlord agrees to carry in full force and effect at all times during the term of this Lease or any renewal or extension thereof, fire and extended coverage insurance covering the demised premises in an amount equal to the replacement value of the building.

13. DAMAGE BY FIRE OR OTHER CASUALTY. If the building shall be damaged or destroyed in whole or in part by fire or other cause and is rebuilt and restored to a good and tenantable condition by Landlord within a reasonable time, the rental shall abate, entirely in case the entire demised premises are untenable, until same shall be restored to a tenantable condition. If Tenant shall fail to adjust its own insurance within a reasonable time and as a result thereof the repairing and restoration is delayed, there shall be no abatement of rental as above provided during the term of such delay; and the Tenant shall use any part of the demised premises for storage during the period of repair, a reasonable charge for which shall be made against Tenant. In case the building is not repaired or restored within a reasonable amount of time, this Lease shall be terminated.

14. RIGHT TO MORTGAGE. Landlord reserves the right to subject and subordinate this Lease at all times to the lien of any mortgage or mortgages now or hereafter placed upon Landlord's interest in said demised premises and on the land and buildings hereafter placed upon the land of which the demised premises forms a part.

15. REAL ESTATE TAXES. Landlord shall pay Real Estate Taxes during the term of this Lease.

16. PERSONAL PROPERTY TAXES. Tenant shall pay all taxes levied against its personal property located within the demised premises during the term of this Lease.

17. COVENANT OF TITLE AND QUIET POSSESSION. Landlord covenants that it has the right to make this Lease for the term aforesaid and that it will put Tenant into possession of the demised premises, free from all encumbrances, liens or defects in the title, for the full term of this Lease. Landlord further covenants that there are no restrictive covenants, zoning, or other ordinances or regulations which will prevent Tenant from conducting its usual business or any department thereof in the demised premises. Landlord warrants that Tenant, upon making the

payments and performing and keeping the other covenants and agreements of this Lease on its part to be kept and performed, shall have quiet and peaceful possession of the demised premises during the term of this Lease and any extension thereof.

18. RIGHT TO EXAMINE PREMISES. Tenant agrees to allow Landlord, its agents and representatives, free access to the demised premises during reasonable hours for the purpose of examining same; and during the period of three (3) months previous to the expiration of the term of this Lease or during the period of three (3) months prior to any renewal hereof, to exhibit same to prospective tenants.

19. PROPER NOTICES. All notices required or permitted under this Lease shall be deemed to be properly served if sent by registered mail to the last address previously furnished by the parties hereto. Until hereafter changed by notice in writing, notices shall be sent to Landlord to the Attention of Camie Kesler at P.O. Box 307, Bath Michigan 48808, and to Tenant at: Susan Garrity, Bath Township Public Library, at 14033 Webster Road, Bath Township, Michigan 48808.

20. WAIVER. The failure of Landlord to insist upon strict performance of any of the covenants or conditions of this Lease or to exercise any option herein conferred in any of one or more instances, shall not be construed as a waiver or relinquishment of any such covenants, conditions or options, but the same shall be and remain in full force and effect. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent. No covenant, term or condition of this Lease shall be deemed to have been waived by Landlord, unless such waiver be in writing by Landlord.

21. ENTIRE AGREEMENT. This Lease and the exhibits and addenda, if any, attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the demised premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between Landlord and Tenant other than is set forth herein. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by the parties hereto.

22. FORCE MAJEURE. In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, civil disturbances, picketing, demonstrations, insurrection, war or other reasons of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such act shall be excused for the period of the delay and the period equivalent to the period of such delay. The provisions of this section shall not operate to excuse Tenant from prompt payment of rental, percentage rental, additional rental, or any other payments required by the terms of this Lease.

23. PERSONAL PROPERTY, MERCHANDISE, FURNITURE AND FIXTURES. Any and all personal property, merchandise, furniture or fixtures placed in or moved upon the demised premises by Tenant shall be at the sole risk of Tenant. Landlord shall not be liable for damages to said personal property, merchandise, furniture or fixtures, or to Tenant arising from the bursting or leaking of water pipes or from any act of negligence of any co-tenant. Upon termination of this Lease or any extension or renewal hereof, Tenant shall have the right to remove all or any portion of such personal property, provided that Tenant shall repair any damage to walls, floors or doors arising from Tenant's removal of said personal property.

24. HAZARDOUS SUBSTANCES. Tenant shall not cause or permit any Hazardous Substance to be used, stored, generated, or disposed of on or in the demised premises by Tenant,

Tenant's agents, employees, contractors, or invitees.

25. RELOCATION/TERMINATION. In the event Tenant is required to close its library, cease its operations, or relocate due to budget and finance issues or constraints or for any other reason, Tenant shall be permitted to terminate this Lease with sixty (60) days prior notice to Landlord.

26. IMPROVEMENTS. All improvements to be paid by Tenant.

27. OPTION TO RENEW. So long as Tenant has not been in default of any terms or conditions of this Lease, Tenant shall have the right to extend the term of this Lease for two (2) additional period of five (5) years in duration commencing upon the expiration of the original term of this Lease. All terms and conditions of this Lease shall remain the same except rental, which shall be determined. Tenant shall notify Landlord as to its intent to extend this Lease not later than one hundred eighty (180) days prior to the end of the original term of this Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be signed in their respective names by their respective officers the day and year first above written.

WITNESSED TO LANDLORD:

DARYL L. KESLER

By: _____ OWNER _____

Its: _____

WITNESSED TO TENANT:

Bath Township Public Library

By: _____

Its: _____

Bath Township Public Library Director Community Introduction Plan

- Press Release (Ryan)
 - Dewitt Bath Review
 - Lansing State Journal
- Social Media (Ken)
 - Facebook
 - Township Facebook Page (Ask them to post)
 - Township Facebook Groups
- Local Organizations/Meetings (Sue & Others)
 - Friends of BTPL
 - Township Board
 - Lions Club
 - School Board
 - PTA (In Fall)
- BTPL Open House Event (Theresa/Lynn/Shannon?)
 - Set Date
 - Create List/Send Invites
 - Send something home before school ends?
 - Private reception beforehand for key supporters?
- Individual Introductions (Sue/Ryan)
 - Dan Wietecha
 - Karen Hildebrandt
 - Jack Phillips
 - Jake Huffman
 - Jennifer Balcom

MLA Health Insurance Consortium

Rick Labian <rlabian@nisbenefits.com>

Mon 6/18/2018 3:51 PM

Inbox

To: Suzanne Garrity <sgarrity@bathtownshippubliclibrary.org>;

Hi, Sue –

I got your voicemail and thought e-mail might be the best way to connect.

The goal was to roll out a health insurance offering through the MLA in January of 2018. Unfortunately that did not happen, as some carriers would not quote on a consortium without by-laws approved by the state of Michigan. So NIS worked on creating by-laws, and the MLA's attorney has approved them. Once the MLA Executive Committee approves (which may even have been this past Friday) it goes to the state of Michigan, which we hope will approve within 2 to 4 weeks. Then we can submit to insurance companies to quote on all the interested libraries as one large group (or consortium, if you will).

So, in short, we hope to have rates toward the end of July 2018. I will keep you in my file and reach out to you once the by-laws are approved by the state of Michigan and we are going out for quotes.

Hope this helps. Feel free to reply or call me directly with any questions.



Rick Labian

Account Manager, Benefits Consultant

National Insurance Services

[23952 City Center Circle](#)

[Mattawan, MI 49071](#)

Direct: 262.780.1248 / Toll free: 800.627.3660 x1248

Mobile: 269.303.7556 / Fax: 262.814.1248

www.NISBenefits.com

www.linkedin.com/in/ricklabian

Class 3 Library Benefits

There were 77 Class 3 libraries reporting in to the 2016-2017 Michigan Public Library Survey Statistics (available online at https://www.michigan.gov/libraryofmichigan/0,2351,7-160-18668_69405_61707---,00.html)

Here's a bit of analysis to help us start our conversation about benefits for the Director position:

- 53.7% offer Health Insurance
- 46.8 % offer Dental Insurance
- 40.3% offer Vision Insurance
- 42.9% offer Life Insurance
- 55.8% offer a pension of some kind
- 77.9% offer Paid Sick Leave
- 90.9% offer Paid Vacation
- 70.1% offer Paid Personal Days
- 87% offer Paid Holidays
- 31.2% offer Deferred Compensation
- 36.4% offer Disability
- 15.6% Longevity

Wage scale for part-time employees

High school, diploma, no experience \$9.25

High school diploma, experience \$9.50

Associate's degree, no experience \$10.00

Associate's degree, experience \$10.25

Bachelor's degree, no experience \$11.00

Bachelor's degree, experience \$11.25

Master's degree, no experience \$12.00

Master's degree, experience \$12.25

Work schedule

Currently:

Monday 2-8

Tuesday 2-8

Wednesday 10-6

Thursday 2-8

Friday 10-4

Saturday 11-3

The changes I am proposing:

Monday 10-8 (add 4 hours)

Tuesday 10-8 (add 4 hours)

Wednesday 10-8 (add 2 hours)

Thursday 10-8 (add 4 hours)

Friday 10-4

Saturday 10-2 (move hours back an hour)