

Auburn Hills Public Library

APPROVED

MINUTES FOR April 28, 2016

Location: Small Meeting Room, Auburn Hills Public Library
3400 East Seyburn Drive, Auburn Hills, Michigan 48326. Phone: 248-370-9466

1. **Call to Order:** Meeting called to order by President Richard Siepielski at 7:00 p.m.
2. **Roll Call:** Present: Vickie Ellis, Kay Kastran, Cathy Moldenhauer, Angela River, Scott McCallister, Richard Siepielski
Also Present: Stephanie McCoy, Director
Guests: 6

3. **Approval of the Draft Agenda:**

Moved by Kastran to move the Strategic Plan from 7A to 4B.

Seconded by Ellis

Vote: Yes: River, Ellis, Kastran, Siepielski
No: McCallister, Moldenhauer

Motion carried (4-2)

Motion to resend previous vote made by Moldenhauer.

Seconded by River

Vote: Yes: Ellis, Kastran, McCallister, Moldenhauer, River, Siepielski

Motion carried (6-0)

Motion to move 7A to 5 with the rest of the agenda to move up one was made by Kastran.

Seconded by Ellis

Vote: Yes: Ellis, Kastran, McCallister, Moldenhauer, River, Siepielski

Motion carried (6-0)

4. Approval of draft library board minutes for March 24, 2016

Moved by River to approve minutes with “and voted on” removed from 7B.

Seconded by McCallister

Vote: Yes: River, Ellis, McCallister, Siepielski
No: Kastran, Moldenhauer

Motion carried (4-2)

5. Strategic Plan

- a. Presentation with Q & A given by Hartzell-Mika Consulting, LLC

6. Financial Report:

- a. March 31, 2016

- As of March 31, 2016: Total assets are \$1,597,033.04. Total liabilities are \$12,617.67. Total revenues YTD are \$1,070,846.88. Total expenditures YTD are \$252,286.76. Total fund balance YTD is \$777,877.69.

- b. City Finance Directors response

7. Library Directors Report:

8. Ongoing Business:

- a. Proposed Library Lease Agreement with the City of Auburn Hills
 - Lease committee update: Scott McCallister was added to committee with Angela River and Richard Siepielski to meet with City Manager.
- b. Friends of the Library Operating Agreement

Moved by Moldenhauer to accept agreement

Seconded by Kastran

Vote: Yes: Kastran, McCallister, Moldenhauer, Siepielski
No: Ellis, River

Motion carried (4-2)

Trustee River – Concerned about mail if they leave. Friend's agreement included in the minutes: Friends address; additional space needed; lack of space for library use; ADA compliance.

Trustee Ellis – Concerned about old proposal and the fact the Friends of the Library rewriting the original proposal and legality.

Director McCoy – Expressed concerns about mail, space, and language.

c. Audit

- Update: Should be presented to the board in the next few weeks.

9. New Business:

a. Bylaw Amendment – Everyone will look at the bylaw and we will explore revisions and how frequently the need to be visited.

b. Directors Evaluation

- Form: A committee was formed with Kastran and River to review evaluation form.

10. Call to Public:

None

11. Comments for the Board:

None

12. Adjournment:

Moved by River to adjourn at 9:03 pm

Seconded by McCallister by ~~consent~~ consensus.

Typed by: Sue Ziehm
Submitted by: Cathy Moldenhauer

**OPERATING AGREEMENT BETWEEN
THE AUBURN HILLS PUBLIC LIBRARY AND
THE FRIENDS OF THE AUBURN HILLS PUBLIC LIBRARY**

THIS AGREEMENT is entered into this 24th day of March 2016, by the Auburn Hills Public Library, a Michigan 1877 PA 16 city library, and the Friends of the Auburn Hills Public Library, a Michigan non-profit corporation.

WHEREAS, the Auburn Hills Public Library ("Library") is a city library established under the City, Village and Township Libraries Act 1887 PA 164 (MCL 397.201 et seq.); and

WHEREAS, Friends of the Auburn Hills Public Library ("Friends") is a non-profit corporation with a stated purpose of providing support for the extension and improvement of library services and resources; and

WHEREAS, as a non-profit corporation, the Friends is a legally distinct entity from the Library; and

WHEREAS, the Library and the Friends wish to enter into this Operating Agreement and provide for the respective responsibilities and obligation to fulfill a mutual goal of encouraging literacy, education, and the use of all the Library's resources; and

WHEREAS, the Library has determined that entering into this Operating Agreement is in the best interests of the health and welfare of the residents of the City of Auburn Hills.

NOW, THEREFORE, the Library and the Friends agree as follows:

1. **Library Responsibilities:** During the term of this Operating Agreement, the Library agrees to the following responsibilities:
 - a. At the beginning of each fiscal year, the Library agrees to share with the Friends the Library's goals for the fiscal year and discuss with the Friends how the Friend's resources and support might help forward these initiatives.
 - b. The Library agrees to supply the Friends with a wish list of programs, items or other anticipated needs for which the Library may desire additional support.
 - c. At the Library's sole discretion, the Library shall provide the Friends with surplus materials, such as used books and other donated materials, ("Surplus Material") that the Library has deemed to be of no value to the Library and the Library's collection. However, the Library is not required to provide all Surplus Materials to the Friends.
 - d. The Library Director shall have the primary responsibility for administering and approving service to be performed by the Friends in the Library or items to be purchased by the Friends for the Library and shall coordinate all communication between the Friends and the Library.

e. The Library agrees to provide the Friends with space in the Library for book storage and sorting for \$1.00 per year. The Director and the Friends will work out a mutually acceptable schedule for sorting books. Book sales will be scheduled on mutually agreed upon dates.

f. The Library Director agrees to publically acknowledge the contributions of the Friends in print and/or electronically.

g. The Library Director agrees to provide a Friends page on the Library website and a partial page in the print newsletter. If charges are to be imposed by the Library, a mutually agreeable amount can be established and revised periodically. *a process needs to be established for the web page*

h. The Library Director agrees to display the Friends brochures, membership materials and promotional notices and allow membership only pre-sales and membership solicitation at the book sales.

i. The Library agrees to re-establish the small on-going book sale room on the main floor to the Friends for \$1.00 per year. A mutual agreeable procedure for counting the proceeds with a Friend and Library employee present will be established.

j. In order to improve communication, the Library Director or a designee is always invited to attend the Friends' Board meetings.

2. Friends Responsibilities. During the term of this Operating Agreement, the Friends agree to the following responsibilities:

a. The Friends shall use its best efforts to liquidate the Surplus Materials through book sales. The Friends may add their own materials to the sale. The book sale will be organized, staffed and run by the Friends and volunteers. The Friends agree that at least 85% of all net money raise at a book sale, held at the Library or raised from the sale of Surplus Materials, shall be spent exclusively for Library programs, services, and for Library defined needs unless otherwise agreed to by both the Friends and the Library.

b. The Friends agree to publicly support the Library, Library staff and its policies. The Friends will be allowed to use the Library address and a mail cubbyhole within the Library workroom for their mail, have solicitations of new members at events and have meetings put on the calendar more that 2 months in advance.

c. The Friends agree that upon receiving a Wish List from the Library, the Friends' Board will vote on what items to support and advise the Library Director. The Friends agree to distribute at least 85% of net income to the Library on or before the Friends annual meeting.

d. The Friends agree that all communications regarding their activities shall be through the Library Director or designee.

e. The Friends agree that the Library Board has the final say in accepting or declining any and all gifts made to the Library.

f. The Friends agree that its Board members and volunteers are not employees of the Library.

g. The Friends agree to engage in advocacy efforts on behalf of the Library under the guidance of the Library and the Library Board.

h. The Friends will make available to the Library all work-related accounts, records and documents for inspection, auditing or evaluation during normal business hours in order to assess performance or compliance under this Operating Agreement.

i. The Friends agree to conduct financial reviews as stated in their bylaws under Article X as follows:

Section 1. An annual financial review shall be conducted by the Friends Vice President and on other person from the Friends Board not their Treasurer. The review shall be conducted within 90 days after the close of the fiscal year (December 31) and a report will be submitted to the Library Board.

Section 2. Every three years a financial review will be performed by an outside qualified person.

j. In the event the Friends is dissolved, the Friends agree that all assets, real and personal, shall be distributed to the Library upon dissolution.

3. **Term, Termination:** This Operating agreement shall become effective on March 24, 2016 and shall remain in effect until terminated by either party. Either party may terminate this Operating Agreement within fifteen (15) days written notice.

4. **Notices:** The parties shall be provided any notice required or permitted under this Operating Agreement at the addresses listed below, or at such other address as may be designated by a party upon written notice to the other party:

Auburn Hills Public Library

Attention: Director

3400 E. Seyburn Dr.

Auburn Hills, MI 48326

Friends of the Auburn Hills Library

Attention: President

Alice Kowalski

734 Medinah Dr.

Rochester Hills, MI 48309

All notices to be given under this operating Agreement shall be served personally, by deposit in the United States mail, first class postage pre-paid by registered or certified mail or by deposit with an overnight courier with charges pre-paid. Any such notices shall be deemed to have been given on the day of personal service, one (1) business day after deposit with an overnight courier, or three(3) business days after deposit in the United States mail, as applicable.

5. Waiver and Release. In consideration of this Operating Agreement, the Friends waive, and forever release the Library and its officers, agents and employees from any and all claims, actions and demands of whatever type or nature arising out of this Operating Agreement.

6. Assignment, Delegation, Subcontract. Neither party shall assign, delegate, subcontract or otherwise transfer its obligation under or interest in this Operating Agreement, in whole or in part.

7. Amendment. This Operating Agreement shall not be amended except by written amendment approved and executed by the parties.

8. Entire Agreement. This Operating Agreement constitutes the entire agreement between the parties .

9. Governing Law. This Operating Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

IN WITNESS WHEREOF, the parties have executed this Operating Agreement as of the day and year first written about.

AUBURN HILL PUBLIC LIBRARY

BY: *R. Supulski*

ITS: *President Auburn Hills Library*

FRIENDS OF THE AUBURN HILLS

PUBLIC LIBRARY

BY: *Alan M. Kowalski*

ITS: *President*