

HAZEL PARK DISTRICT LIBRARY
123 EAST NINE MILE ROAD
HAZEL PARK, MICHIGAN 48030

FEBRUARY, 2022 LIBRARY BOARD MEETING
MONDAY, FEBRUARY 28, 6:30 P.M.
HAZEL PARK DISTRICT LIBRARY
(248) 546-4095

CALL TO ORDER

ROLL CALL

CONVOCATION: PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS ON AGENDA ITEMS

ADDITIONS TO AND APPROVAL OF AGENDA

APPROVAL OF MINUTES: 12/15/2021 MEETING (The January 24, 2022 meeting was cancelled.)

DIRECTOR'S REPORT:

- CIRCULATION REPORTS—DECEMBER 2021 & JANUARY 2022
- PROGRAM STATISTICS--DECEMBER 2021& JANUARY 2022
- INVOICES—JANUARY 2022 & FEBRUARY 2022

NEW BUSINESS:

- Presentation of FY 2020/2021 Audit Statement, with City of Hazel Park Finance Director Laci Christiansen
- Approval of City Hall's proposed Solar Panel Installation, Maintenance and Indemnity Agreement (to be approved by City Council at the 3/8/2022 meeting.)
- Proposal to change meeting time to 7:00, per President Duberstein
- Closing procedure for inclement weather conditions

OLD BUSINESS:

- Proposal to add a non-voting teen representative to the Library Board, per President Duberstein
- Update on HB 5608 (also known as Richard's Law), per President Duberstein
- Proposal to end our relationship with the Fair Sky Foundation, per President Duberstein

COMMITTEE REPORTS: Library of Things Committee, Strategic Planning Committee

PLANNING: Part-time Social Worker, Free Legal Aid Clinic with Judge Hartwell, DIA Mural Project

PUBLIC COMMENTS

BOARD MEMBER AND DIRECTOR COMMENTS

ADJOURNMENT

Hazel Park Memorial District Library Board

Meeting Minutes

December 15, 2021

Draft Pending Approval at next meeting

Opening

The regular meeting of the Hazel Park Memorial District Library Board was called to order at 7:10pm on December 15th, 2021 in the Eppert Room located in the Hazel Park District Library by Board President Adam Duberstein.

Present

Adam Duberstein Barbara Winter
Jordan Wright Caitlyn Yother
Rich Robbins

Nina Mital was previously excused from the December meeting. Linda Zeiss was absent from the December meeting.

Approval of Agenda, Minutes, and Directors Report

The motion of approval of the agenda was created by Jordan Wright and supported by Rich Robbins. There were no public comments on the agenda.

The motion to receive and file the meeting minutes from the November meeting was created by Barbara Winter and supported by Caitlyn Yother.

The motion to receive and file Corrine Stocker's Library Director Report was created by Barbara Winter, supported by Caitlyn Yother.

All items unanimously approved as distributed.

New Business

- 1.) Library Board meeting dates for 2022

Motion created by Jordan Wright to approve all calendar dates as proposed, with support from Caitlyn Yother.

- 2.) Permission to retain Anne Seuryneck of Foster Swift Collins & Swift at new hourly rate

Motion created by Jordan Wright with support from

Barbara Winter to move forward with increased hourly rate of \$225 for legal counsel as needed.

- 3.) Update on HB 5608 (also known as Richard's Law), per president Duberstein

Virtual attendance allowance for at risk persons will be extended until March 2022. President Adam Duberstein will notify the board of updates to the law.

Old Business

- 1.) Proposal to add non-voting teen representative to the Library Board, per President Duberstein

A plan for the verbiage and requirements of the position will be presented at the next meeting after more research is conducted through ALA resources and working with the school district liaison. The board has given approval to move forward with this idea and will vote on the matter when more information is provided.

Public Comments

No public comments

Committee Reports

Library of things:

Committee met on November 23rd, 2021 and decided on a proposed budget of \$2000 to establish the beginnings of the Library of Things. The committee also proposed categories of home goods (Example: snow shovels, sewing machine, natural gas detector) and hobbies/activities (Example: board games, musical instruments, puzzles). A motion to approve the proposed budget of \$2000 was created by Caitlyn Yother, with support from Jordan Wright.

Strategic Planning:

Committee still has to schedule a meeting time.

Planning

The legal aid clinic has been moved from active business to planning. There are no updates on any planning action items at this time.

Adjournment

Meeting was adjourned at 7:50pm by Board President Adam Duberstein. The next general meeting will be at 6:30pm on January 24th, 2022. Locations or viewing options will be made available to the public before the meeting date.

Note: The January meeting was canceled due to lack of quorum and no pending active business. The next Hazel Park District Library Board Meeting will be February 28th, 2022.

Minutes submitted by: Caitlyn Yother

Approved by: Pending

January 2022						
	JULY	AUG	SEPT	OCT	NOV	DEC
ILL REQ RE	798	780	1558	1456	447	348
ILL REQ SN	1202	2017	1103	1797	422	418
VOLUNTEER HRS	74	61	48	103	45	66
PATRONS CUR YR	3510	3244	2988	3013	3053	2943
PATRONS LAST YR	4093	4098	4130	3990	3978	3987
PROG ATTN 0-5	49	16	73	85	17	32
PROG ATTN 6-11	106	0	11	22	49	14
PROG ATTN 12 UP	55	97	42	134	67	57
PROG ATTN ADULTS	118	64	117	107	80	107
PROG ATTN TOTAL	328	177	243	348	213	210
ADULT PROGRAMS	0	2	5	5	5	6
TEEN/TWEEN PROGRAMS	3	5	3	5	3	3
JUVENILE PROGRAMS	7	8	7	8	7	6
GENERAL PROGRAMS	9	1	3	2	2	2
TOTAL PROGRAMS	19	16	18	20	17	17
ITEMS LKN CUR YR	73,484	73,515	73,818	73,814	73,849	73,786
ITEMS LNK LAST YR	81,242	81,249	79,391	78,584	77,476	77,670
CIRCULATION CUR YR	2,942	1,861	1,421	1,458	1,573	1,406
CIRCULATION LST YR	1329	1,348	1,694	1,214	1,122	1,097
CIRCULATION CHANGE	121%	38%	-16%	20%	?	?
OVERDRIVE CIRCULATION	508	473	434	472	396	404
HOOPLA CIRCULATION	163	143	156	138	155	169
MATERIALS CIRC TOTAL	3613	2526	2011	2068	2124	1979
FINES	\$49.00	\$6.00	\$21.89	\$28.49	\$6.00	\$1.00
PENAL FINES	\$28,996.95	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
STATE AID	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
MISC INCOME	\$2,799.85	\$2,888.10	\$10,658.28	\$1,156.86	\$16,853.55	\$753.77
TOTAL INCOME	\$31,845.80	\$2,894.10	\$10,680.17	\$1,185.35	\$16,859.55	\$754.77
.....						
	JAN	FEB	MAR	APRIL	MAY	JUNE
ILL REQ REQ RECD	500					
ILL REQ SENT OUT	562					
VOLUNTEER HOURS	42					
PATRONS CUR YR	2879					
PATRONS LAST YR	4009					
PROG ATTN 0-5	22					
PROG ATTN 6-11	5					
PROG ATTN 12 UP	49					
PROG ATTN ADULTS	53					
PROG ATTN TOTAL	129					
ADULT PROGRAMS	4					
JUVENILE PROGRAMS	4					
TEEN PROGRAMS	8					
GENERAL PROGRAMS	1					
TOTAL PROGRAMS	17					
ITEMS LKN CUR YEAR	73,936					
ITEMS LKN LST YEAR	77,607					

December 2021 Program Statistics

Program Name	Date	Type	Age 0-5	Age 6-11	Age 12-17	Adult	Total
Baby Storytime	12/1/2021	Juvenile	3			4	7
Senior Trivia @ Baldwin	12/1/2021	Adult				12	12
Senior Outreach HP Manor	12/2/2021	Adult				3	3
Storytime	12/3/2021	Juvenile	4			3	7
Fun Friday	12/3/2021	Tweens/Teens			12		12
Family Fun Night	12/7/2021	General		1		1	3
Baby Storytime	12/8/2021	Juvenile	2			2	4
Ham Radio Club	12/8/2021	Adult				24	24
Storytime	12/10/2021	Juvenile	1			1	2
Fun Friday	12/10/2021	Tweens/Teens			15		15
Sr. Outreach @ Baldwin	12/16/2021	Adult				1	1
Sr. Book Club @ Baldwin	12/16/2021	Adult				2	2
Senior Trivia @ Baldwin	12/16/2021	Adult				14	14
Storytime	12/17/2021	Juvenile	1			1	2
Fun Friday	12/17/2021	Tweens/Teens			25		25
Crafts with Santa	12/18/2021	General	18	13	4	36	71
Baby Storytime	12/22/2021	Juvenile	3			3	6
			32	14	57	107	210

January 2022 Program Statistics

Program Name	Date	Type	Age 0-5	Age 6-11	Age 12-17	Adult	Total
Baby Storytime	1/5/2022	Juvenile	3			3	6
Senior Outreach HP Manor	1/6/2022	Adult				5	5
Storytime	1/7/2022	Juvenile	2			2	4
Fun Friday	1/7/2022	Tweens/Teens			20		20
Family Fun Night	1/11/2022	General		5		5	10
Baby Storytime	1/12/2022	Juvenile	2			2	4
Fun Friday	1/14/2022	Tweens/Teens			12		12
Zoom Storytime	1/18/2022	Juvenile	5			4	9
Baby Storytime	1/19/2022	Juvenile	2			2	4
Sr. Outreach @ Baldwin	1/20/2022	Adult				8	8
Sr. Book Club @ Baldwin	1/20/2022	Adult				5	5
Senior Trivia @Baldwin	1/20/2022	Adult				10	10
Storytime	1/21/2022	Juvenile	3			3	6
Fun Friday	1/21/2022	Tweens/Teens			17		17
Storytime	1/24/2022	Juvenile	4			3	7
Zoom Baby Storytime	1/26/2022	Juvenile	1			1	2
			22	5	49	53	129

INVOICES JANUARY 2022

978 Baker & Taylor (December 2021 Orders)	\$2,374.13
978 Amazon (Dec. 2021)	\$395.95
978 TLN Bookbilling	\$27.95
728 Staples	\$232.17
728 Demco	\$623.24
728 Amazon (Dec. 2021)	\$277.09
730 Demco	\$893.99
756 Amazon (Dec. 2021)	\$442.61
756 Uline	\$129.61
756 Uline	\$113.47
756 Tony's Ace Hardware	\$44.99
756 J. Markowski	\$104.92
804 First Book	\$307.29
804 Amazon (12/21)	\$249.07
818 Rose Pest Solutions	\$74.00
818 Unique (Collection agency) (November, 2021)	\$62.65
818 Unique (Collection agency) (December, 2021)	\$26.85
818 TLN Telecom Shared Fiber Optic 10/1/21-12/31/21	\$1,310.67
818 TLN Shared Automation 1/1/22-3/31/22	\$7,214.39
818 Michigan Office Solutions	\$418.84
923 Consumers Energy (November & December)	\$1,010.68
927 Tringali Sanitation, Inc. 12/1/21-1/31/22	\$140.00
982 Amazon (12/21)	\$556.90
Total	\$16,474.56

INVOICES FEBRUARY 2022

978 Baker & Taylor (January 2022 Orders)	\$2,448.35
978 Amazon (1/22)	\$721.64
728 Amazon (1/22)	\$157.36
756 Amazon (1/22)	\$211.30
756 Tony's Ace Hardware	\$46.58
804 Amazon (1/22)	\$102.12
818 Rose Pest Solutions (K-9 Bedbug Hunter)	\$250.00
818 Unique (Collection agency) January, 2022 Placements	\$80.55
818 Michigan Office Solutions (MOS)	\$76.34
921 DTE due 2/38/22	\$861.82
923 Consumers Energy (January 2022)	\$738.04
931 Able Plumbing & Contracting, Inc.	\$85.00
957 Amazon (1/22)	\$108.91
Total	\$5,888.01

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Jeff Campbell

DATE: February 19, 2022

RE: Installation of Solar Panels at 123 E. Nine Mile Road.

The Hazel Park District Library submitted a permit to the Building Department to install solar panels on its roof to become a more sustainable building, decrease its carbon footprint, and reduce its DTE bill. The Library is proposing seven (7) rows of panels with twelve (12) panels on each row. The total number of panels to be installed is eighty-four (84). The tilt to the panels is very slight (10 degrees), and the panels will barely be visible. It will not have an effect on the aesthetics of the building. As part of the permit submission, the Library retained a structural engineer to conduct an inspection of the building's roof to ensure it can withstand the installation of these solar panels. The engineer submitted a letter with his professional stamp, along with the load calculations and load table for the panels.

The Library received a grant from Ebsco to pay for the panels and its installation. This grant has been years in the making. Ebsco is receiving no remuneration or rights to the energy savings credit associated with the installation of the panels. The installation company, RAQ LLC (out of Bloomfield Hills) shall have no rights to any energy credits. There is no lengthy payback agreement between RAQ and the Library because the grant is covering the installation and equipment costs. The licensed contractor shall be responsible for maintaining the proper insurance, as required by law.

The owner of the Library Building is the City of Hazel Park. Thus, the Library is requesting that the City Council approve the installation of the solar panels (fixtures) to the roof of the building. Further, the Library has requested that they maintain ownership, control, and maintenance of the panels. Even though the panels shall be affixed to the building, the Administration does not object to them maintaining ownership of said panels. They shall be responsible for maintenance and related costs associated with the panels. If the panels cause any damage to the building, the Library shall be responsible for those damages and the restoration of the building. If the panels are removed, the Library shall also be responsible for restoring the roof, ensuring the building and roof are defect free and meet all applicable city ordinances and codes. The Library shall be responsible for obtaining and maintaining any necessary insurance policy related to the panels and naming the City of Hazel Park on any additional policy or rider that may be necessary to ensure complete coverage of the panels and building.

The Administration has no issue with the installation of the solar panels as long as the Library Board agrees to the simple covenants contained in this memorandum.

REQUESTED MOTION:

The City of Hazel Park moves to allow the Hazel Park District Library to install solar panels on the roof of the building with the address of 123 E. Nine Mile Road, Hazel Park, MI 48030, on the condition that the Hazel Park District Library agrees to the covenants contained in this Memorandum.

SOLAR PANEL INSTALLATION, MAINTENANCE AND INDEMNITY AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2022, between the City of Hazel Park ("City"), whose address is 111 E. Nine Mile, Hazel Park, 48030, and is the owner of the building at 123 E. Nine Mile Road, Hazel Park, MI 48030 (the "Building") and the Hazel Park District Library, the occupant of the building at 123 E. Nine Mile Road (the "Occupant").

RECITALS

A. City holds title to the property and Building with the address of 123 E. Nine Mile Road, Hazel Park, MI 48030 Hazel Park, Michigan 48030, which is located directly adjacent to Hazel Park City Hall.

B. Occupant desires to construct and maintain improvements on the City's Building, including installation of solar energy devices on the roof appurtenant to the City Building ("Work").

D. The City desires to allow the Occupant to own, install and maintain the solar energy device(s). The Occupant desires to complete the Work, at the Occupant's expense, in a manner consistent with this Agreement and the City's applicable laws and ordinances.

E. Occupant desires to protect and hold harmless the City from all claims, damages, risks, liability, and maintenance associated with, reasonably necessary, incurred or required by virtue of the Work and any other modifications Occupant may make to property owned, maintained, or insured by the City.

F. The Occupant undertakes and agrees to complete all requirements in this Agreement and conditions for final approval by the City of the Occupant's completed Work, including any changes or additions to the Work, all as set forth in this Agreement.

AGREEMENT

1. Recitals Incorporated. The Recitals set forth above are hereby incorporated into the terms of this Agreement.

2. Ownership of Solar Panels. Even though the panels shall be affixed to the Building, the Occupant shall maintain ownership of the solar panels to be installed on Building's roof.

3. Approval of the Proposed Work. Installation of any solar energy device(s) is an exterior improvement that must be approved by the City. Pursuant to a requisite permit application and execution of this Agreement, the City may approve the Occupant's request and scope of the Work. The City requires Occupant to execute this Agreement, and approval is conditioned on Occupant's execution of this Agreement and is subject to the terms of this Agreement and satisfactory completion of the Work.

4. Plans for Repairs. In addition to submitting any plans required by the City, the Occupant agrees to submit plans to the City for any future plans for repair, maintenance, improvements, modifications or additions, including methods for repairing all portions of the Building or property that may be affected.

5. Structural Warranty and Building Code Warranty. Occupant warrants that the installations comprising the Work when and after installed, will not affect the structural integrity of any building or adversely affect any adjoining residence. Occupant further warrants that the proposed Work will comply with the requirements of all applicable laws, regulations and ordinances, including the building code for the jurisdiction where the property is located.

6. Structure, Utilities, Mechanical Systems, Etc. Occupant accepts and acknowledges full responsibility including any structural problems, interruption of or damage to utilities, mechanical systems, or services to City Hall or other related systems, which may arise now or in the future as a direct or consequential result of the Work and any modifications thereto made by or at the direction of the Occupant or Occupant's contractor. Occupant further acknowledges and agrees that all Work shall be coordinated and managed by the Occupant or the Occupant's contractor.

7. Maintenance Responsibilities. Occupant agrees and acknowledges that the Occupant shall be solely responsible for all costs and expenses to repair and maintain the solar panels and related equipment. If the solar panels and related equipment, as determined by the City, impact the City's maintenance obligations (including, but not limited to, roof maintenance) Occupant agrees that Occupant will be responsible for removing, storing, and replacing the solar panels at the Occupant's sole cost. If Occupant fails to comply with such requirements, the City may remove the panels at the Occupant's expense and levy the cost to Occupant. Further, if maintenance or removal of the solar panels damages any portion of the Building or property that is the City's maintenance responsibility, the Occupant will be responsible for the cost of such damage, which cost will be levied to Occupant.

8. Permits and Contractor Insurance. Occupant agrees to obtain all necessary building and/or construction permits from the City. Construction of the Work may begin after City approves the required permits. Occupant shall only be permitted to commence construction of the Work after the Occupant provides the City with the current insurance certificates for the contractor(s) performing the Work, naming the City as an additional insured.

9. Damages. The Occupant will be responsible for any damages to the Building or property directly or consequentially caused by installation, maintenance or existence of the Work. The Occupant will repair any such damages to the reasonable satisfaction of the City. If such damage occurs, the City may require Occupant to provide the City, and Occupant agrees to provide upon request, plans for the repair or remediation of said damage for consideration and approval by the City before Occupant commences such remedial work. If the Occupant fails to complete those repairs within 10 days of written notice, or such longer period as specified by the City, the City will have the right to complete said repairs on the Occupant's behalf and charge the Occupant such costs, with written evidence thereof.

10. Occupant Release and Indemnification. By executing this Agreement, Occupant releases, waives and further agrees to defend, indemnify and hold harmless the City, its other Members, the City's managing agent, and the City's officers, directors, committee members or managers, employees and agents against all claims, causes of action, liabilities, suits, losses, damages, fines and penalties, costs and expenses (including without limitation reasonable attorneys' fees) and judgments (together, "Claims") that may arise as a result of the construction, maintenance, alteration, or existence of the Work. Occupant also acknowledges that the procedures for approval of the Work by the City do not operate to render the City or its managing agent responsible for the integrity or feasibility of the design, engineering, or workmanship of the Work.

11. Occupant's Insurance. The Occupant will obtain the necessary insurance to cover those portions of the solar energy devices located on City's Building and property. The City is not responsible for obtaining such insurance. The Occupant will also obtain a comprehensive policy of liability insurance for any liability arising in connection with the ownership, operation, maintenance, control, and use of the solar energy devices and related equipment located on City's Building and property.

12. Notices. Except as specifically provided otherwise in this Agreement, any notice, demand, or communication which either party may desire or be required to give to the other party will be in writing and will be deemed sufficiently given or rendered if delivered personally or sent by first class mail, postage prepaid, to the addresses noted above in this Agreement. Either party may designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

13. Assignment and Modification of the Contract. Neither may assign or modify any rights or

obligations under this Agreement without the express written consent of both parties.

14. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Michigan. Venue shall be proper in Oakland County, Michigan.

15. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not in any way affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

16. Remedies. In the event of a breach of any provision of this Agreement, the remedies available to the non-defaulting party shall include all remedies provided in the Agreement or others provided in law, together with specific performance, damages, or both. The prevailing party will be entitled to attorney's fees.

17. Execution of Agreement. This Agreement may be executed in counterparts by the parties hereto and countersignatures or electronic signatures shall be binding upon the parties as if they were originals.

CITY OF HAZEL PARK

HAZEL PARK DISTRICT LIBRARY

BY: EDWARD KLOBUCHER
ITS: City Manager on behalf of the City of Hazel
Park

BY: CORRINE STOCKER
ITS: Library Director on behalf of the Hazel Park
District Library

Date

Date

State of Michigan
County of Oakland

The foregoing instrument was acknowledged before me this ___th day of _____ of 2022 by Edward Klobucher, as City Manager of Hazel Park, and Corrine Stocker, as Library Director, for Hazel Park District Library.

James Finkley, Notary Public
County of Macomb, State of Michigan
My Commission Expires:
Acting in Oakland County