

**Rochester Hills Public Library
Board of Trustees Meeting
February 11, 2025**

- I. The Board of Trustees of the Rochester Hills Public Library held a regular meeting on Tuesday, February 11, 2025. The President called the meeting to order at 7:02 pm in the boardroom of the library. The presiding officer was Bob Bonam.

A quorum of the board was present including Melinda Deel, Anne Kucher, Madge Lawson, Julianne Reyes, and Harper West.

Guests included Library Director Juliane Morian and Oakland Township Library Board Liaison, Jim Kiefer. City of Rochester Liaison Lauren Coleman was absent with prior notice given.

Three members of the public were present.
- II. Nadia Cherup, a resident of Rochester Hills, commented on a program she would like to see at the library and a book she would like to have removed. She objected to the display of non-library flyers regarding suicide prevention help lines. Ms. Morian will follow up (per policy) regarding the material she wants removed.
- III. Approval of the Agenda
 - A. On a motion by Ms. West, which Ms. Kucher seconded, the agenda was amended with one addition under Other Business: Discuss the impact of Project 2025 directives on library operations. Mr. Bonam called for discussion and hearing none, the board unanimously approved the agenda with the amended change.
- IV. Minutes
 - A. On a motion by Ms. West, which Ms. Kucher seconded, the board unanimously approved the annual meeting minutes from January 14, 2025 with one clerical update regarding the correct date and year (updating it to 2025).
 - B. On a motion by Ms. West, which Ms. Deel seconded, the board unanimously approved the regular meeting minutes from January 14, 2025 with no discussion.
- V. The Treasurer's Report was reviewed and filed.
- VI. Monthly Bills
 - A. On a motion by Ms. Deel, which Ms. Lawson seconded, the board unanimously approved the monthly bills for January 2025, which totaled \$367,058.18 with no discussion.
- VII. Communications
 - A. The board reviewed and filed the communications.

VIII. Reports

- A. The board reviewed and filed the director's report and the statistical report.
 - 1. There was discussion on the pros and cons of serving as an early voting site again. Ms. Morian explained that Oakland County pledged to improve communication and the number of poll workers. Ms. Morian also stated that she will direct RHPL staff to designate an area for political signage (with the intention of removing signage outside of the designated bounds on a nightly basis).
 - 2. There was discussion on whether or not the library can track adoption rate of the new library app by patron demographics (such as age).

IX. Committee Reports

- A. Mr. Bonam appointed the following people to standing committees within RHPL:
 - Finance Committee: Anne Kucher, Melinda Deel, Bob Bonam, and Jim Keifer
 - Policy Committee: Julianne Reyes, Harper West, Madge Lawson, and Lauren Coleman
- B. Finance Committee Update
 - 1. The Finance Committee met on January 31st to review revenue and determine direction for the remainder of 2025 as it pertains to contract communities. All parties have agreed that new library agreements should align with RHPL's fiscal year but that complicates the dissolution of the old contracts that end mid-year.
 - a. Mr. Keifer stated that he formed an ad hoc subcommittee and delegated responsibility to review an auto-renewing contract with RHPL. Also, has called a special meeting of the OTLB for February 20th to consider any contract updates. He plans to recommend assigning general funds for a special election in either August or November and securing sufficient funds to pay for the first installment payment of a new contract in 2026.
 - 2. Mr. Bonam stated that the Finance Committee recommended an addendum agreement that charges a rate for library services that conforms to the old contract rate, but is prorated for the remainder of 2025 for each of the contract communities. As a result, Ms. Morian directed the library attorney to draft a temporary agreement to continue library services (as enumerated in the old contracts, dated 2002 for Oakland Township and 1985 for City of Rochester) until December 31, 2025. The contract is appended to the February set of minutes.
 - a. On a motion by Ms. Deel, which Ms. Reyes seconded, the board unanimously agreed to send a contract Addendum to Oakland Township Library Board to review and sign before March 31st to ensure continuous service through December 31, 2025 with no additional discussion.
- C. Policy Committee Update
 - 1. The Policy Committee met on February 3rd to discuss broad topics related to the Earned Sick Time Act (ESTA), which is set to go into effect on February 21, 2025. The potential exists for the Michigan Legislature to make changes to the ESTA before it goes into effect. Ms. Morian stated that RHPL will comply with employment laws that take effect (or are rolled back) and will diligently work to bring policy into parity with the new laws as soon as feasible.

2. The policy committee provided two policies for full board consideration that recommend reducing the amount of overdue fines on certain materials and the cost of color printout/copies.
 - a. Ms. Morian noted that the loss of revenue is one that RHPL can absorb.
 - b. Discussion ensued on the pros and cons of keeping fines, but reducing the monetary value as a way to encourage the prompt return of materials.
 - c. On a motion by Ms. Reyes, which Ms. Kucher seconded, the board unanimously agreed to adopt CIR-4 Fines and Fees and INF-4 Internet Access and Use Policy after first reading (forgoing the second reading).
3. The board completed a first reading of MGT-10 Meeting Room Use Policy.

X. Other Business

- A. On a motion from Ms. Lawson, seconded by Ms. Deel, the board unanimously approved directing Ms. Morian to sign a license agreement with Oakland County to serve as an early voting location through the end of 2026 with no additional discussion.
- B. On a motion by Ms. West, seconded by Ms. Kucher, the board unanimously approved the Friends of the RHPL serving alcohol at the Wine, Wit, and Wisdom fundraiser on April 26, 2025 with no discussion.
- C. Ms. Morian summarized the 2025-2027 strategic plan action items and asked the board if there was any feedback.
 1. Ms. West said that she would like to encourage the Green Committee to engage in establishing a mission and would like to see the Green Committee included on some of the action items that have cross-over responsibilities (such as PR and Green Committee working on marketing materials together).
- D. Ms. West stated that there are aspects of Heritage Foundation's document, Project 2025, that may have an impact on RHPL's operations. Discussion ensued on whether or not the board should strategize in advance of possible aspects of Project 2025, or if that was speculative. Ms. West cited concerns regarding federal funding cuts, increased attempts to censor materials, immigration raids, and/or a decrease in federal grant opportunities.
- E. Mr. Bonam confirmed that Ms. Morian will draft the ways that this could affect RHPL.

XI. Board Comments - none

XII. Questions from the Liaisons

- A. Mr. Kiefer stated that he is looking forward to a continued partnership between Oakland Township and the RHPL.

XIII. The regular meeting adjourned at 8:41pm.

**ADDENDUM TO THE CONTRACT FOR LIBRARY SERVICES
BY AND BETWEEN
THE ROCHESTER HILLS PUBLIC LIBRARY
AND
THE CHARTER TOWNSHIP OF OAKLAND LIBRARY BOARD OF TRUSTEES**

THIS ADDENDUM to the Contract for Library Services By and Between the ROCHESTER HILLS PUBLIC LIBRARY (hereinafter called the "Library"), located at 500 Olde Towne Road, Rochester, MI, 48307 and the CHARTER TOWNSHIP OF OAKLAND LIBRARY BOARD OF TRUSTEES (hereinafter called "Oakland Twp."), a Michigan municipal corporation with its township offices located at 4393 Collins Road, Rochester, MI, 48306, dated February 11, 2002, does hereby amend its contract (Attachment "A"), to extend the term and all provisions, including its contract fees until December 31, 2025. The contract fees expected for the remainder of 2025 for Oakland Twp. is as follows: \$833,827, billed in three (3) equal installments (on April 1, July 1, October 1).

All other provisions of the Contract for Library Services by and between the ROCHESTER HILLS PUBLIC LIBRARY, and the CHARTER TOWNSHIP OF OAKLAND LIBRARY BOARD OF TRUSTEES dated February 11, 2002 shall remain in full force and effect.

IN WITNESS WHEREOF, the said parties have caused this Addendum to be executed on this _____ day of _____, 2025.

**CHARTER TOWNSHIP OF OAKLAND
LIBRARY BOARD OF TRUSTEES**

By: _____
Its: _____

By: _____
Its: _____

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this _____ day of _____, 2025, before me personally appeared _____ and _____, who acknowledged that with authority on behalf of the **CHARTER TOWNSHIP OF OAKLAND LIBRARY BOARD OF TRUSTEES** to do so they signed this Agreement.

Notary Public
_____ County, Michigan
Acting in _____ County, Michigan

My commission expires: _____

BOARD OF DIRECTORS
ROCHESTER HILLS PUBLIC LIBRARY

Dated: _____

By:
Its:

Dated: _____

By:
Its:

ATTACHMENT A

RENEWAL AND RESTATEMENT OF AGREEMENT

FOR LIBRARY SERVICES

FOR THE CHARTER TOWNSHIP OF OAKLAND

THIS AGREEMENT is made and entered into this 11th day of February, 2002 by and between the Charter Township of Oakland Public Library Board (also known under its Bylaws as the "Board of Trustees of the Oakland Township Public Library" and hereinafter referred to as the "OTPLB") and the Rochester Hills Public Library Board (hereinafter referred to as the "RHPLB").

RECITALS

WHEREAS, the RHPLB operates a public library, established in 1924 under Michigan Public Act 164 of 1877 as amended (hereinafter referred to as "Act 164"), for the use and benefit of the residents of the City of Rochester Hills; and

WHEREAS, there are no public library facilities located in the Charter Township of Oakland (hereinafter referred to as "Oakland Township"), and Oakland Township, through its duly elected Library Board, desires to provide library services to its residents, and is authorized by Act 164 to do so; and

WHEREAS, the RHPLB or its predecessor has provided library services to residents of Oakland Township since 1966 and most recently through an agreement between the parties dated October 25, 1993 and effective April 1, 1993 (hereinafter referred to as the "1993 Contract"); and

WHEREAS, the RHPLB is willing to continue to provide full library services to the residents of Oakland Township in accordance with the terms and conditions hereinafter set forth, and is authorized by Act 164 to do so; and

WHEREAS, since 1993, it has been the historical intent of the undersigned parties in their prior agreements that the amounts to be paid to the RHPLB for library service be based upon an original commitment in 1993 by the OTPLB to pay a one (1) mill Headlee reduced millage for library services (i.e., the same rate as the City of Rochester Hills and the City of Rochester); and

WHEREAS, in keeping with this intent, the amounts to be paid by Oakland Township to the RHPLB for library service under this restated agreement reflect the impact of Article IX, Sections 6 and 25 through 34 of the Michigan Constitution (hereinafter referred to as the "Headlee Amendment"), the yearly applications of which have reduced the tax rate used to calculate the sums due under the 1993 Contract, and reflect the future applications of the Headlee Amendment which shall be applied to said tax rate; and

WHEREAS, Oakland Township voters approved library millages of 0.2 mill in 1986 and 0.5490 mill in 2000; and

WHEREAS, said 1986 and 2000 millages for all intents and purposes meet the aforementioned commitment; and

WHEREAS, the OTPLB and the RHPLB have agreed to renew and restate the 1993 Contract in the manner set forth below; and

WHEREAS, this agreement is authorized pursuant to Act 164;

NOW, THEREFORE, THE PARTIES AGREE THAT THE 1993 CONTRACT IS HEREBY RENEWED AND RESTATED IN ITS ENTIRETY AS FOLLOWS:

1. The recitals set forth above are incorporated herein by this reference and made a part hereof as if fully set forth herein.

2. Commencing on April 1, 2002, the RHPLB agrees to permit all residents of Oakland Township the use and benefit of the collections, facilities, programs and all other services provided at or by the Rochester Hills Public Library (hereinafter referred to as the "Library") in the same manner, and subject to the same Library rules, policies and regulations, as are residents of the City of Rochester Hills.

3. Upon application and proper identification, residents of Oakland Township shall be issued library cards and shall be entitled to the same rights and privileges as are Library cardholder residents of the City of Rochester Hills. As used in this agreement, the term "residents" will include all persons residing within or owning real property located within the designated municipality and all persons employed and working at an established location of employment within the designated municipality.

4. In consideration of the library services provided to Oakland Township residents under this Agreement, the amount to be paid to the RHPLB for each term of this Agreement shall equal the Oakland Township Library Millages from the year 1986 0.2 voter approved millage and from the year 2000 0.5490 voter approved millage, as reduced by the Headlee Amendment, for each dollar of the total taxable valuation of all real and personal property in Oakland Township, except that captured for other purposes. The taxable valuation and Headlee reduced millage applicable with respect to any given term of this Agreement shall be the taxable valuation and Headlee reduced millage effective for tax bills issued and payable the previous December.

5. If, during the term of this agreement, the RHPLB should voluntarily reduce the library operating millage rate levied on Rochester Hills, the same percentage reduction will also apply to the library millage rate in Oakland Township.

6. Contract payments shall be payable in three (3) equal installments on April 1, July 1 and October 1, during each term of this contract.

7. In addition to the above aforementioned sums, any state penal fines and state aid attributable to Oakland Township and appropriated for library purposes shall be paid to the RHPLB. The previous sentence shall not in any way affect or prohibit the OTPLB from applying for, retaining or using state funding for the construction of a library in Oakland Township.

8. This agreement shall become effective on the 1st day of April, 2002, for an initial term of one (1) year and shall be automatically extended, thereafter, for one-year terms of April 1 - March 31. Either party may terminate this agreement effective at the end of any given term by giving written notice to the other party at least six (6) months prior to the end of such term or by the non-renewal of an Oakland Township Library Millage unless the OTPLB notifies the RHPLB within ninety (90) days of any such non-renewal that it has secured or will secure other funds in an amount sufficient to make the payments required under this Agreement for one (1) or more additional terms.

9. Following the close of each fiscal year of the Library during the term of this agreement, the RHPLB shall provide the OTPLB with a copy of the final financial audit of the Library's operating accounts within thirty (30) days of the date such audit has been certified by its independent accountants. Such audit information shall include, or shall be supplemented by the Library administration to include, a breakdown of the amounts of State aid, penal fines and tax millage revenues attributable to the designated municipalities for the given fiscal year.

10. The RHPLB shall also provide the OTPLB with a copy of the Library's annual report and usage data for Oakland Township within thirty (30) days of the date the audit to be provided under Paragraph 9, above, has been certified. Such annual report and Oakland Township usage data shall include the number of residents of the designated municipalities who are cardholders at the beginning and end of the Library's fiscal year, the number of such cardholders who checked out materials at least once during the fiscal year, the number of items checked out by Oakland Township cardholders during the fiscal year according to township section, and the number of residents of the designated municipalities who attended or participated in children or adult programs for which there is a residency requirement during the fiscal year. The information to be provided under this paragraph is intended to assist the OTPLB in having a fair and reasonable opportunity to evaluate the costs and benefits achieved under this agreement for the residents of Oakland Township. Recognizing that the effective date for any termination of this Agreement is April 1 and the Library's fiscal year runs through December 31, in the event of a termination of this Agreement, the RHPLB shall be obligated to provide the information under this Paragraph for the months of January through March of the year the contract terminates, within 30 days of the date the audit has been certified for the year any termination becomes effective.

11. Following the close of each fiscal year of the OTPLB during the term of this agreement, the OTPLB shall provide the RHPLB with a copy of its budget and its financial statement or audit within thirty (30) days of the date such statement or audit has been completed.

12. The RHPLB and the OTPLB mutually agree to provide each other with a copy of the official minutes of the open session meetings of their respective Boards.¹³ This Agreement is the sole agreement between the parties which relates to provision of library

services. No modification of this Agreement shall be effective unless made by an amendment in writing executed by authorized persons on behalf of the parties.

IN WITNESS WHEREOF, this agreement has been formally approved and executed on behalf of each of the parties hereto by their duly authorized representatives on the day above first written.

CHARTER TOWNSHIP OF OAKLAND PUBLIC LIBRARY BOARD
(Also known under its Bylaws as the "Board of Trustees of the Oakland Township Public Library")

By *Diane L. Krueger*
Diane L. Krueger, President

By *Suzanne B. Dobbelstein*
Suzanne B. Dobbelstein, Secretary

ROCHESTER HILLS PUBLIC LIBRARY BOARD

By *Douglas A. Tully*
DOUGLAS A. TULLY, PRESIDENT

By *Madge Lawson*
MADGE LAWSON, secretary