

DETROIT LIBRARY COMMISSION PROCEEDINGS

REGULAR MEETING

DOUGLASS BRANCH LIBRARY

MARCH 19, 2013

President Bellant called the Regular Meeting of the Detroit Library Commission to order at 6:42 p.m.

Present: President Bellant, Commissioners Allen, Hicks, Jackson, Lemmons and Quarterman

Administrative Staff: Mondowney, Machie, Moore, Norfolk and Powell

Absent: Commissioner Kinloch

Present Also: J. Randolph Call, Deborah Dorsey, Todd Kelly, Tom Manion, Mike McElgunn, Patrice Merritt, Carolyn Mosley, Ina Sue Nairn, Pat Petrone Yvette Rice, Kathryn Shelley, Alma Simmons, Tiffani Simon, Dortha Simpson, Richard Sowinski, Talisha Williams, Jacqueline Williams and others

PUBLIC COMMENTS

There were no public comments.

APPROVAL OF MEETING MINUTES

The minutes of the Regular Meeting of February 19, 2013 were approved with any necessary corrections.

REPORT OF THE PRESIDENT

President Bellant reported that Mrs. Mondowney, Executive Director, is being honored as one of Michigan Chronicle's 2013 "Women of Excellence". He congratulated and thanked her for her leadership and vision in moving the Detroit Public Library forward.

President Bellant reported that the Audit Committee is conducting an on-going investigation of allegations of abuse at the library. The Committee has received an interim report from DPL's general counsel regarding matters related to the Federal investigation. A report will be made public when the Audit Committee completes its investigation.

Minutes were approved at the April 16, 2013 Commission Meeting

## REPORT OF THE EXECUTIVE DIRECTOR

### **“Workbrain” Update**

Mrs. Mondowney reported that DPL’s Human Resources Department has been working diligently with the “Workbrain” project which is the City of Detroit’s electronic time-capture/attendance system. This is a monumental effort that requires extensive work by the HR staff, the Information Systems staff and other staff throughout the Library. All staff will be trained on how to use this system which expects to go live on April 22.

### **Focus Hope: Partnership**

Mrs. Mondowney reported that the Parkman Branch is partnering with several other organizations to better coordinate services to families who live in a small area near the Lodge and Davison freeways. Under the leadership of Focus Hope, the Parkman Branch and eight other organizations will work to develop inter-agency relationships, protocols and tools needed to support "wrap-around" services and move more families toward self-sufficiency. The pilot project, which includes case management services for participants, will augment Parkman Branch's literacy services and leverage the Knight Foundation's investment in the Library's Technology, Literacy and Career Center programs. The library will receive a stipend of \$13,000 to encourage and support its participation in the initial year of this initiative.

### **“Free File” Tax Service**

Mrs. Mondowney reported that Congressman Gary Peters held a press conference at the Franklin Branch on March 11 to highlight the IRS’s new “Free File” service. “Free File” offers free federal tax preparation and e-file options for taxpayers. It is made possible through a public-private partnership between the IRS and commercial tax software companies. Event activities included a short workshop for area leaders using the Franklin Branch’s computer lab.

### **Comerica Java & Jazz**

Mrs. Mondowney reported that DPL’s 2013 Comerica Java & Jazz series was being launched on Tuesday, March 19 at Main Library. DPL is honored to feature “Straight Ahead,” a talented hometown group of inventive instrumentalists and vocalists who will provide a great evening of wonderful music. This is the 13<sup>th</sup> season for Comerica Java & Jazz and DPL thank Comerica for their continuing and generous support of this program.

### **Coleman A. Young Mayoral Collection**

Mrs. Mondowney reported that the work continues on processing the Coleman A. Young Mayoral Collection. A blog has been established on the DPL website with monthly postings on items of interest discovered by the Wayne State archival graduate students who are processing the collection. One of the “discoveries” was a 1974 photo of Mayor Young taken during a visit to Main Library for the dedication of a portrait bust and mosaic of the Polish astronomer Copernicus. The artworks were commissioned and donated to DPL by the Copernicus Observances Committee in honor of the astronomer's 500th birthday. The sculpture is installed on the lawn outside the Woodward entrance and the mosaic is located inside the same entrance over the archway leading into the Main Library.

Minutes were approved at the April 16, 2013 Commission Meeting

### **Dr. Khalil Gibran Muhammad – Director of Schomburg Center**

Mrs. Mondowney reported that on February 28, she met with Dr. Khalil Gibran Muhammad prior to his welcoming reception held at DPL and sponsored by the Association for the Study of African American Life and History (ASALH). Dr. Muhammad is the Director of Schomburg Center for Research in Black Culture at the New York Public Library. He is also the author of the highly acclaimed *The Condemnation of Blackness: Race, Crime, and the Making of Modern Urban American*. Their discussion included the history of DPL and she gave him a copy of DPL's 2013 African American booklist and spoke about the contributions to libraries made by former director Clara Stanton Jones.

### **Branch Visits**

Mrs. Mondowney reported that she and Margaret Bruni have visited 9 branches in the past two and a half weeks – Monteith, Elmwood Park, Skillman, Jefferson, Chandler Park, Franklin, Lincoln, Knapp and Duffield. It has been an important opportunity talk with staff that represents DPL and its mission in the community. It was also a pleasure to see at every branch, customers of all ages using DPL's many services. She will complete her branch visits by mid-April and will also visit with Main Library and the Service Building staff.

### **Detroit Historical Museum**

Mrs. Mondowney reported that on March 1, 2013, DPL's Marketing Director AJ Funchess and Facilities Director Cledos Powell joined her for a special tour of the recently renovated Detroit Historical Museum. While there, they were able to discuss a possible exhibit that would highlight the 150<sup>th</sup> anniversary of DPL. They thanked Robert Sadler, Director of Marketing and Sales, for the informative tour.

### **CultureSource**

Mrs. Mondowney reported that on March 4, she met with Maud Lyon, Executive Director, "CultureSource," formerly known as the Cultural Alliance of Southeastern Michigan. Ms. Lyon provided her with background information about "CultureSource". She noted that "CultureSource" is an arts support organization with 120 members including the Detroit Public Library Friends Foundation. Its mission "is to connect audiences to arts and culture and to help nonprofit arts and cultural organizations to thrive and to be sustainable community assets". Their "Re: Source 2013 Power Conference" will be held at DPL on April 24, 2013.

### **Friends Foundation Donations**

Mrs. Mondowney reported that she acknowledged and thanked the Friends for three recent donations. A donation of **\$153.98** was given in memory of Parkman Library Friends member, Ralph Borin for the purchase of poetry books for the branch. The DeRoy Testamentary Fund provided **\$5,000** in support of Author Day. This year's speaker is the award winning young adult author Christopher Paul Curtis. Mr. Curtis will speak at Main Library on May 14<sup>th</sup> and May 15<sup>th</sup>. DPL also received **\$10,000** for our 2013 Summer Reading Program. Funds for summer reading were raised via on line used book sales, in-house used book sales and a donation from the Detroit Area McDonald's Owners and Operators.

Mrs. Mondowney received communication from Ms. Patrice Merritt, Friends Foundation Executive Director that DPL also received \$35,000 in donations in support of the implementation of a Digital Asset Management System. They were as follows:

- **\$15,000** from DPL Friends Foundation
- **\$10,000** from Mr. and Mrs. Nicolas Quintana
- **\$10,000** from the Trustees of the National Automotive History Collection (NAHC)

Mrs. Mondowney said that these donations will allow DPL to further enhance its Digital Collections and photographs of automobiles.

### COMMITTEE ON ADMINISTRATION

#### Authorization to Approve the Human Resources Routine Report

Ms. Trinee Moore, Director for Human Resources reported that the Human Resources Department Report indicates personnel actions for appointments, retirements, potential retirements, separations and employee headcount from February 1 – February 28, 2013. These actions have been approved by Administration.

#### **APPOINTMENT (2)**

Employees	Appointment Type	Title
Toni Sims Lyles	Recall	Security Guard
Sharia Taylor	Recall	Security Guard

#### **RETIREMENTS (2)**

Employee Name	Last Day Worked	Retirement Date
Brenda Ivy	12/30/2012	February 19, 2013
Linda Curvey-Brown	2/9/2013	March 15, 2013

#### **SICK LEAVE PAYOUTS ( )**

There was no sick leave payout.

#### **POTENTIAL RETIREMENTS (1)**

There has been one (1) retirement letter request submitted by DPL staff.

**SEPARATIONS (2)**

Christine Taylor, Clerical Assistant, 2/19/2013

Timothy Cromer, Chief Administrative Officer, 2/20/2013

**EMPLOYEE HEADCOUNT**

Headcount – March 15, 2013	Headcount – March 15, 2012
329 Active Employees	353 Employees

**COMMISSION ACTION**

Commissioner Lemmons made a motion to approve the Human Resources Routine Report. Commissioner Allen supported the motion. The motion carried.

**Authorization to Implement the Recommendations of the Compensation and Classification Study for Clerical Assistants**

Management is requesting approval to implement the recommendations of the Compensation and Classification Study for the Clerical Assistance (CA), AFSCME 1231, as a partial response to a grievance filed on September 15, 2012.

The disposition of the grievance stated: “The Clerical Assistants at the Redford Branch have been consistently working in the capacity of the Customer Support Assistant (CSA) since DPL transferred one to Main in February, 2012.”

The union is seeking overtime compensation and requested that they not be assigned to Customer Support Assistant duties on a regular bases without receiving CSA compensation (\$13.00 vs. \$9.21 per hour)

Furthermore, during management’s discussions with the union it was presented and confirmed that clerical assistance are often working as CSA’s through-out the library, and that CA’s from other branches were planning to file grievances that confirm that they are also working -out-of-class.

The issues regarding the grievance were presented to the Executive Leadership Team. Cause for the grievance was agreed upon, and it was determine that the circumstances offered a strategic opportunity to establish and message “Routine Customer Service Tasks,” prevalent across the system, and at the same time, this was a chance to begin phasing in elements of the Compensation and Classification Study conducted in FY2010/11.

Minutes were approved at the April 16, 2013 Commission Meeting

The findings of the study determined that the responsibilities and duties of the CA exceeds the current salary range of (\$8.62-\$9.31), and the salary falls below the market hourly wage for entry level clerical assistants. Also, the study findings indicate that the job title – Clerical Assistant-- does not totally encompass the scope of work performed by this classification as much of their work is to facilitate front-line customer service activity.

Accordingly, the proposed resolution for this grievance is two-fold:

1. Change the title of Clerical Assistant's to ***Customer Service Representative 1; and adjust salary to the rate of \$11.00; and,***
2. Confirm and message to all classifications the ***"Routine Customer Service Tasks"*** across all classifications thus eliminating the perception of working out-of-class. (See Attached)

The salary adjustment represents an additional \$1.68 per hour for January- June 2013 for (94) existing CA's. The total amount will be approximately \$158, 00.00; (Clerical Assistant's work between 12-40 hours a week). Future salary increases for AFSCME 1231 are subject to the negotiations process.

Please also note, the AFSCME 1231 have tentatively agreed to accept management's resolution of their grievance when approved by the Commission.

DPL's Human Resources Strategic Direction #5 is to be an "Employer of Choice". The grievance, while unfortunate, allowed Management to examine and create a solution for a very critical group of our workforce. Clerical Assistants are the underpinning of our daily operations.

### **COMMISSION ACTION**

Commissioner Lemmons made a motion to implement the Recommendations of the Compensation and Classification Study for Clerical Assistants. Commissioner Hicks supported the motion. The motion carried.

### **COMMENT**

Commissioner Hicks stated that all of the items the Commissioners are voting on had been thoroughly discussed at prior Committee meetings.

Authorization to Approve the UAW Union Security Agreement for APL, POOL and STU/Contract Ratification

The Detroit Library Commission and the Union agree that the Union's duties to persons employed in the bargaining unit require that each unit member share the costs associated with the negotiation of and administration of this collective bargaining agreement. Therefore, each person employed in the bargaining unit shall either become a member of the Union and pay dues required of members or agree to pay a service fee in the amount determined by the Union. A service fee will be deducted from the paychecks of persons who fail or refuse to do either. This section describes the process used to accomplish these goals. This agreement is made to reflect the parties' mutual goals of labor peace and bargaining unit continuity which both parties acknowledge to be valuable to each of them.

1. Promptly after approval of their hiring, the Union will be notified of the names(s) of each person newly employed by the Employer who will be assigned to a position in this bargaining unit. The employee will have thirty (30) calendar days to decide whether to become a Union member or pay a service fee.

2. The service fee will be deducted from the compensation of any person who fails or refuses to either become a Union member, approve deduction of a service fee or pay a service fee ("the Non-Payer"). The employer will deduct dues or service fees from the paychecks of persons who have agreed to such deductions or who have not responded to a request for election as described here. *Dues or service fees will be withheld such that an equivalent of two (2) hours pay per month, or a total of twenty four (24) hours pay per year is deducted in equal portions on a bi-weekly basis. The formula is: hourly rate x 24 divided by 26= amount taken out of each bi-weekly paycheck. All sums deducted by the Employer shall be remitted to the Union's financial officer on a timely basis once each month but no later than the 15th of the month following that in which the dues were collected together with a list of current employees showing the amount of union dues or service fee deducted for each employee.*

a. The parties acknowledge that involuntary deduction of the service fee is a sanction that is less harmful to the delivery of library service than discharge.

b. Notwithstanding the same, in the event that Section 2 above is found to be unenforceable by a court or agency of competent jurisdiction from which appeals have been exhausted (or the time to appeal has expired), then the parties shall utilize the process which follows:

i. The Union will notify the Employer of the name of any persons(s) who have failed or refused to either join the Union or to pay or arrange for payment of a service fee.

ii. The Employer will forthwith notify the individual employee that he or she is subject to discharge for the failure or refusal to either join the Union or to pay or arrange for payment of a service fee.

iii. The individual employee shall have fourteen (14) days from the date of the notice to either join the Union or to pay or arrange for payment of a service fee.

iv. The Union will notify the Employer of the names(s) of any individual employee who has failed either to join the Union or to pay or arrange for payment of a service fee despite the proffer of the notice described above.

v. Not later than seven (7) days following the notice to the Employer from the Union, the Employer shall discharge the individual employee(s) from employment and shall not reemploy the individual as an employee nor engage them or a successor for contracted service.

vi. Notwithstanding the foregoing, the individual employee(s) may be reemployed in the event that, at the time of hire, they either join the Union or pay or arrange payment of a service fee.

3. The Union will determine the amount of the service fee in accordance with prevailing law. Presently the law permits the Union to allocate its expenses as chargeable or non-chargeable based on their relationship to negotiation and enforcement of the collective bargaining agreement. The Union, alone, will determine the amount of the service fee to be deducted.

4. This agreement may be enforced via the grievance procedure or, at the Union's sole option, through an action in the Circuit Court without prior exhaustion of the grievance procedure.

5. Fees shall not be deducted during the pendency of any Objection that any Non-Payer may have properly initiated under the Union's Process for Resolution of Objections; it may be invoked fourteen (14) days after the conclusion or termination of the process for resolution of an Objection.

6. The Skilled Trades Unit of Local 2200 of the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW (Union) shall defend, (including the negotiation of any voluntary settlement)

indemnify and hold harmless the Detroit Library Commission (Employer) and its members and its employees from claims made with regard to this agreement provided that the Union shall be promptly notified of any such claim and shall be entitled to provide counsel of its choice, at the Union's expense and provided further that the Detroit Public Library shall cooperate in the defense or resolution of the claim.

### **Duration**

1. This agreement is effective immediately upon ratification by the last party and shall continue in effect until June 30, 2023 and binds the parties and their successors.
2. This agreement is understood to be a collective bargaining agreement separate and distinct from the agreement establishing, among other matters, wages, hours and working conditions. That agreement, and its successors, shall be in effect according to its terms.
3. It is the mutual objective of the parties to recognize this agreement throughout the entire stated duration. In the event that a court or agency of proper jurisdiction, from which all appeals have been exhausted or waived, finds the duration to be unenforceable, this agreement shall survive and remain in effect for the longest duration found reasonable.
4. This agreement supersedes Article 4 of the parties' collective bargaining agreement dated July 1, 2011 - June 30, 2017 while this agreement remains in effect. Article 4 shall become immediately effective if enforcement of this agreement is either temporarily or permanently precluded. Unless modified or contradicted herein, Article 33 shall remain in full force and effect.

### **COMMISSION ACTION**

Commissioner Lemmons made a motion to approve the UAW Union Security Agreement for APL, POOL and STU. Commissioner Hicks supported the motion. The motion carried.

Authorization to Approve the 4-year Contract Extension that has been Ratified by the UAW – APL, POOL and STU Units

Ms. Moore said that the UAW and all of its bargaining units have presented to the administration “As-Is” contract agreements with annual wage re-openers that would expire June 30, 2017. This is an extension of their existing contracts.

**COMMISSION ACTION**

Commissioner Lemmons made a motion to approve the 4-year contract extension that has been ratified by the UAW – APL, POOL and STU Units. Commissioner Hicks supported the motion. The motion carried.

Authorization to Approve Agency Fee Agreement for AFSCME 1231 & AFSCME 1259

The Detroit Library Commission and Michigan AFSCME Council 25 desire to prevent the divisiveness and interference with employee relationships that may occur when some members of the collective bargaining unit receive the benefits of representation by Michigan AFSCME Council 25 without paying their fair share for those benefits. The Employer and Michigan AFSCME Council 25 acknowledge that Public Act 349 was not given immediate effect so that they may decide whether to enter into an agreement excluded from the prohibitions of PA 349 prior to the effective date of PA 349. In consideration of the benefits to both the Employer and Michigan AFSCME Council 25 of an agency shop arrangement, the parties hereby agree as follows:

A. Each bargaining unit member shall, as a condition of employment, on or before thirty-one (31) days from the date of commencement of professional duties, join Michigan AFSCME Council 25 or pay a service fee to Michigan AFSCME Council 25 equivalent to the amount of dues uniformly required of members of Michigan AFSCME Council 25, less any amounts not permitted by law; provided, however, that the bargaining unit member may authorize payroll deduction for such fee. In the event that a bargaining unit member shall not pay such service fee directly to Michigan AFSCME Council 25 or authorize payment through payroll deduction, the Employer shall, at the request of Michigan AFSCME Council 25, deduct the service fee from the member's salary and remit the same to AFSCME under the procedure provided below.

B. The procedure in all cases of non-payment of the service fee shall be as follows:

1. Michigan AFSCME Council 25 shall notify the member of noncompliance by certified mail, return receipt requested, explaining that he or she is delinquent in not tendering the service fee, specifying the current amount of the delinquency, and warning him/her that unless the delinquent service fees are paid or a properly executed deduction form is tendered within fourteen (14) days, he or she shall be reported to the Employer and a deduction of service fee shall be made from his or her salary; and
  2. If the member fails to comply, Michigan AFSCME Council 25 shall give a copy of the letter sent to the delinquent member and the following written notice to the Employer at the end of the fourteen (14) day period:
 

Michigan AFSCME Council 25 certifies that (name) has failed to tender the periodic service fee required as a condition of employment under the Agency Fee Agreement and demands that under the terms of this Agreement, the Employer deduct the delinquent service fee(s) from the collective bargaining unit member's salary. Michigan AFSCME Council 25 certifies that the amount of the service fee includes only those items authorized by law; and
  3. The Employer, upon receipt of said written notice and request for deduction, shall act pursuant to Section (A) above. In the event of compliance at any time prior to deduction, the request for deduction will be withdrawn. Michigan AFSCME Council 25, in enforcing this provision, agrees not to discriminate among bargaining unit members.
  4. If during the term of this Agency Fee Agreement, it shall become unlawful for the Employer to deduct the service fee from the pay of a bargaining unit member, then the Employer shall terminate the employment of the bargaining unit member for failure to comply with this Agency Fee Agreement. If discharge shall become an unlawful remedy, Michigan AFSCME Council 25 shall have the right to pursue any other lawful remedies.
- C. With respect to all sums deducted by the Employer pursuant to this Section, the Employer agrees promptly to disburse said sums directly to Michigan AFSCME Council 25.

- D. A member paying the service fee provided for herein, or whose service fees have been deducted by the Employer from his or her salary, may object to the use of the service fee for matters not permitted by law. The procedure for making such objections is that officially adopted by Michigan AFSCME Council 25 Policy Regarding Objections to Political-Ideological Expenditures will be provided by Michigan AFSCME Council 25 upon a request of a bargaining unit member.
- E. Michigan AFSCME Council 25 agrees, upon timely request, to defend the Employer, its officers, agents or employees in any suit brought against all or any of them regarding the Employer's enforcement of the terms of this Agency Fee Agreement, and to indemnify the Employer, its officers, agents or employees, for any costs or damages which may be assessed against all or any of them arising out of the enforcement of this Agency Fee Agreement, provided, however, that:
1. Neither the duty to defend nor the duty to indemnify shall arise where the damages and costs, if any, have resulted from the negligence, misfeasance or malfeasance of the Employer, its officers, employees or agents,
  2. Michigan AFSCME Council 25 has the right to choose the legal counsel to defend any such suit or action, after consultation with the Employer; and
  3. If the Employer, its officers, agents or employees elects to select its or their own counsel in any such suit, then Michigan AFSCME Council 25 shall have no duty to indemnify those defendants it does not represent in the suit; provided, however, that if Michigan AFSCME Council 25, through counsel it selects after consultation with the Employer, does represent the Employer, its officers, agents or employees in such suit, such defendants may additionally hire their own counsel to assist in the defense of any such suit at their own expense; and
  4. Michigan AFSCME Council 25, after consultation with the Employer, has the right to decide whether to defend any said action or to appeal the decision of any court or other tribunal regarding the validity of this Section; and
  5. Michigan AFSCME Council 25, in defense of any such suit, shall have the right to compromise or settle any monetary claim made against the Employer, its officers, employees or agents under this Agency Fee Agreement, after consultation with Employer.

F. Persons becoming members of the collective bargaining unit during the course of a year shall have their service fee prorated over the year.

G. Michigan AFSCME Council 25 will certify, at least annually to the Employer, fifteen (15) days prior to the date of the first payroll deduction for dues or service fees, the amount of said dues and the amount of the service fee to be deducted by the Employer, and that said service fee includes only those amounts permitted by the Agency Fee Agreement and by law.

H. Should any of the provisions of this Agency Fee Agreement be found contrary to law by a court or administrative agency of competent jurisdiction, it is the intent of the Employer and Michigan AFSCME Council 25 that only the portion of the Agency Fee Agreement found contrary to law shall be stricken and all other parts or portions of this Agency Fee Agreement shall remain in full force and effect. A determination that a portion of this Agency Fee Agreement is contrary to law shall not affect the terms and conditions of the collective bargaining agreement, which shall remain in full force and effect for the life of that agreement.

I. This Agency Fee Agreement shall be effective immediately upon execution, which in no event shall be later than March 26, 2013, and shall continue in full force and effect while Michigan AFSCME Council 25 remains the exclusive collective bargaining representative until its expiration on June 30, 2022. Should a court or administrative agency of competent jurisdiction determine that the length of this Agency Fee Agreement is contrary to law, then it is the intent of the parties that this Agency Fee Agreement continue in effect for the longest period of time allowed by law. Should this Agency Fee Agreement be determined to be unlawful and no longer in effect, then any agency fee agreement contained in another agreement between the parties shall immediately go into full force and effect for the length of time allowed by that agreement.

### **COMMISSION ACTION**

Commissioner Lemmons made a motion to approve the agency fee agreement for AFSCME 1231 & AFSCME 1259. Commissioner Hicks supported the motion. The motion carried.

## COMMITTEE ON BUILDINGS

### Authorization to Contract to Pay for Emergency Roof Replacement – Main Library Storage Garage

Commissioner Hicks reported that the storage garage roof needed to be replaced immediately before it collapses due to years of water damage. There is a continued growth of black mold due to the leaks.

The scope of work to replace the roof is as follows:

- Remove all roofing and related sheet metal down to deck and dispose of properly off site (Existing copper copings to remain in place)
- Remove existing drain rings and cages and save for re-use
- Clean and prepare deck for new roof insulation
- Install one layer of 2.0" insulation adhered to deck per wind uplift requirements
- Install tapered insulation around roof drains to ensure positive drainage
- Install proper termination strip around perimeter walls as specified by manufacturer
- Install one ply of 45 mil rubber membrane fully adhered to insulation per manufacturer's specifications
- Install proper flashings to roof penetrations and roof drains
- Install rubber flashings up and under existing copper copings
- Install new copper counter flashing under existing copings to seal off new flashings
- Install proper sealant to masonry joint at outside edge of existing coping – properly sealing coping to ensure a watertight system
- Provide a 15- year manufacturer's full system labor and material warranty on roof

The Library's Facilities Department contacted several roofing companies for an emergency quote to replace the roof and dispose of the contents in accordance with the appropriate hazardous waste regulations. There were bids from two contractors and one contractor issued a no bid. The results are as follows:

<u>Vendor</u>	<u>Amount</u>
Royal Roofing Company, Inc. Detroit, MI	\$10,815 \$ 1,622 (15% Contingency)
Schena Roofing & Sheet Metal Chesterfield, MI	\$13,350
Kearns Brothers Dearborn, MI	No Bid

Minutes were approved at the April 16, 2013 Commission Meeting

Authorization is requested to contract with and pay Royal Roofing Company, Inc. to replace the roof of Main Library's storage garage. The amount of the contract/payment is not to exceed ten thousand eight hundred fifteen dollars (\$10,815) plus a 15% contingency of \$1,622.00 – for a total amount of \$12,437. The funds for this project will come from funds set aside for critical maintenance repairs in the Facilities Department budget.

### **COMMISSION ACTION**

Commissioner Hicks made a motion to contract with and pay Royal Roofing Company, Inc. to replace the roof of Main Library's storage garage. Commissioner Hicks supported the motion. The motion carried.

### **COMMENT**

Commissioner Lemmons stated DPL should expand the vendor selection list to include Detroit based companies as well as residents of Detroit.

### **COMMITTEE ON FINANCE**

#### **Authorization to Approve Routine Report on Finance**

Commissioner Hicks reported that the following accounts have been examined and found correct by the staff of Business and Financial Operations and ratification of payment is recommended.

<u>Summary of Expenditures</u>		
<b><u>PUBLIC FUNDS</u></b>		
Total Payroll & Benefits		\$976,699.81
Total for Vouchers	500 – 644	\$784,308.46
Debt Service Payments – Pension Obligation Certificate		\$0.00
FY 12 Unfunded Actuarial Accrued Liability (UAAL)		\$253,905.98
FY 13 Benefits Plans (for period July 1, 2012 to February 28, 2013)		\$2,455,352.35
FY 13 General Retirement System – Employer Requirements (for period September 1, 2012 to January 31, 2013)		<u>\$1,388,200.20</u>
<b>Grand Total</b>		<b><u>\$5,585,466.80</u></b>
<u>Summary of Expenditures</u>		
<b><u>RESTRICTED/DESIGNATED FUNDS</u></b>		
Branch & Main	Checks 2292 – 2331	\$17,145.45
Burton Endowment	Checks 8232	\$220.00
Knight Foundation	Checks 1411 – 1419	\$31,810.51
O'Brien Checking	Checks 4290 - 4296	\$5,531.50
Programs & Gifts	Checks 1715 – 1720	<u>\$5,047.30</u>
<b>Grand Total</b>		<b><u>\$59,754.86</u></b>

Minutes were approved at the April 16, 2013 Commission Meeting

<b>Summary of Credit Card Expenditures</b>	
Executive Director	\$1,129.45
Executive Director's Office – used for general office purpose	\$368.74
Deputy Director	\$250.80
Human Resources Department	\$295.00
Marketing Department	\$1,546.16
Technical Services	\$4.18
Facilities Department	\$416.56
Credit Card Bank Charges	<u>\$250.00</u>
<b>Grand Total</b>	<b><u>\$4,261.28</u></b>

## **COMMISSION ACTION**

Commissioner Hicks made a motion to approve the routine report on finance. Commissioner Lemmons supported the motion. The motion carried.

### **Authorization to Renew the Lease for Campbell Branch**

President Bellant reported that the Campbell Branch Library is located in a leased space, which opened to the public in March, 2006. The Detroit Library Commission approved the initial lease on June 15, 2004. The space is 6,832 sq. ft. at a cost of \$11.84 per sq. ft., in a multi-use facility, located at 8733 W. Vernor in zip code 48209, owned by Southwest Non-Profit Housing Corporation.

Campbell Branch continues to be one of the busiest branches in the library system. It ranks in the top 10 branches according to circulation and computer use statistics. Its strong usage is a reflection of the branch's appealing environment and its excellent location in a busy, mixed-use area of southwest Detroit. Library staff is satisfied with the services and responsiveness of the landlord.

The original lease agreement for Campbell Branch expired in December 2010 and a two year extension was approved, which ended on December 15, 2012. The annual cost of the lease is \$80,950.12, indexed to increase or decrease based on the Consumer Price Index. Over the life of the lease, the CPI increased five years for an average of 2.5% and decreased two years for an average of less than 1%. Southwest Corporation has agreed to renew at the current lease amount, waiving the CPI. The lease agreement includes all utilities. No other changes to the agreement will be made.

Authorization is requested to renew the Campbell Branch lease agreement with Southwest Non-Profit Housing Corporation, for an 18-month term, ending June 30, 2014, *(This brings the lease agreement in line with the library's fiscal year)*, at an annual rate not to exceed \$80,950.02. Authorization is also requested to exercise up to five one-year renewal options, with the Commission approval, at an annual rate not to exceed \$80,950.02.

Discussion

Commissioner Lemmons said he would like to amend the motion by adding the total cost for the 18<sup>th</sup> month term ending June 30, 2014 which is \$121,425.03.

Commission Action

Commissioner Lemmons made a motion renew the Campbell Branch lease agreement with Southwest Non-Profit Housing Corporation with the amendment of adding the total cost of \$121,425.03 for an 18-month term, ending June 30, 2014. Commissioner Quarterman supported the motion. Commissioner Allen abstained stating she was an employee of Southwest Non-Profit Housing Corporation. The motion carried.

Comment

Commissioner Quarterman said she is the Chair of the Committee on Books and Literacy and they are currently reviewing the collection policy for DPL. She said all of the Committee meetings were open to the public.

NEW BUSINESSFriends Foundation Update

Ms. Merritt reported that the Friends Foundation fiscal year will end April 30, 2013 and they are nearing the end of their funding cycle. She reviewed the Friends Foundation calendar of events as follows:

- \$5,000 was received from the Matilda Dodge Wilson Fund for the 2014 Summer Reading Program.
- The Used Book Sale will be held April 26 & 27. There will not be a Fall book sale in October. There is a possibility of having one book sale a year.
- There will be a vinyl record sale in July 2013. The proceeds from the sale will benefit the 70<sup>th</sup> Hackley Concert in February 2014. These records were donated by the public. Two phonographs will be available to test and play the music.
- Establishment of a Walking Tour Program that will consist of guided tour by DPL Friends Foundation Board volunteers. A labeling project to help identify artwork within the building is also underway courtesy of the Friends Foundation.

- A Girls “Tea Party” sponsored by Co-Ette Club and Zonta will be held on May 11.
- An African American Essay contest was held at the Duffield Branch. This was the 38<sup>th</sup> contest and it was very successful with 160 entries.

Commissioner Quarterman asked how old was the Friends Foundation?

Ms. Merritt replied the Friends Foundation will be celebrating its 70<sup>th</sup> anniversary.

Ms. Merritt offered the Friends Foundation assistance in celebrating the upcoming Detroit Public Library 150<sup>th</sup> anniversary, the Burton Historical Collection 100<sup>th</sup> anniversary and the Hackley Collection 70<sup>th</sup> anniversary.

Ms. Merritt also announced she was reappointed by Governor Rick Snyder to a three-year term on the Michigan Historical Records Advisory Board. She has held this position since 1999.

The meeting was adjourned at 7:40 p.m.

