

**Branch District Library  
Building Committee Minutes  
May 21, 2015  
1 pm  
3<sup>rd</sup> Floor Meeting Room at Coldwater Branch**

**Recommendations Synopsis:**

1. Recommend forwarding elevator modernization proposal to the finance committee for financing options as the cost of replacement parts and availability of parts are outweighing the cost of the upgrade. Initial proposal from Otis Elevator was \$68,500 minus the cost of the sensor.
2. Carpet bid came in at \$991.44 after credits and discounts. Believe there is another \$200 to \$414.60 in donations toward this project which would bring BDL cost to between \$576.84 and \$776.84. Recommend to finance committee that funds are taken from Fisher Fund.
3. Recommend door lock & handles be replaced per recommendation from State Police and to forward to finance committee for funding options.
4. Recommend John continue to investigate options for the camera in the elevator
5. Review of the Coldwater Lease agreement continues with attached list of proposed changes/items for review.

**Minutes:**

Erica Ewers called Building Committee Meeting to order at 1 pm with remaining committee members Dan Gordon and Carol Bolton present as well as Director Evette Atkin and John Rucker.

John began by explaining that he had contacted Otis Elevator out of Jackson to prepare a proposal for the modernization or replacement of the BDL Elevator. The proposal came in at \$68,500 and they would give us credit for the \$4,000 sensor we just replaced on the elevator door.

Otis recommended a modernization project rather than full replacement of the elevator. A full replacement would require a hole be put in the roof, the elevator car be taken out the roof, and a deeper hole dug below ground and then all components replaced and put back in.

A modernization of the elevator would retain the same car that we have and upgrade the components that operate the elevator – changing it to a hydraulic microprocessor-based control system. The system is also integrated by communications over several links and discrete wiring. This could be done by raising and securing the car while they work on the piston below.

If the modernization option is chosen it takes 13 weeks to order parts and for them to be delivered. Then it takes 3 weeks to install, so the elevator would be out of service for three weeks. Thus if we proceed we need to plan this around summer reading and other high activity times at the library.

John and Evette are meeting with Otis Elevator on May 26 to go through the specifics of the quote and to check on some minor upgrades to the actual car that would include replacing the broken light and checking into options with the security camera. Have also asked them to check into the annual maintenance fee and warranties with regard to the elevator if modernize it.

Due to the cost being significantly less than projected, building committee is recommending this proposal be sent to finance committee for review for possible funding sources.

In regard to the camera inside the elevator it has been determined that there are a number of building codes and elevator codes that have to be met in order to install a camera inside the elevator. The cost has been estimated at \$8,000. John is going to check to see if this can come off the cost of the bill or if this is additional when they meet with Otis next week. Building Committee is recommending if cost can come off the total cost of the elevator then proceed with installing camera but if it can't then to hold off until decision made on the elevator project.

Evette indicated she had met with the City and members of the Rotary and they are still interested in helping with projects but they want to see an approved copy of the Lease Agreement first and they are encouraging the City to step up and help with the building. The City is indicating they are willing to help with the exterior of the building but not the interior.

The carpet bid was also discussed again even though the board approved it at the meeting on May 18. At that time we had a bid of \$991.44 after credits for past payments and discounts. The board approved this amount coming from the Fisher Fund. However, after the board meeting it was learned that additional donations were made to the carpet fund – one in the amount of \$200 and one in the amount of \$214.60. Evette understood that the \$214.60 had been written to Robin Cline and then voided due to the product not working so she was in agreement that those funds were still in the stair account. As for the \$200 she was still checking with the bookkeepers on this. This would bring the BDL portion of the stairs to between \$576.84 and \$776.84.

Evette brought up that when she met with the Michigan State Police about the fall training class that they did a walkthrough of the building to evaluate emergency exits, etc. They pointed out the emergency exit doors should be locked from inside the stairwell rather than from inside the building. Customers could leave but not get back in through those doors without a key. They would have to exit to the street level and come back in the front door. The cost to convert 6 doors plus make them ADA compliant with lever handles is \$1655. Building committee recommends change and to forward to finance committee for funding.

The Committee then went into discussion about the Coldwater Lease Agreement. Please see the attached list of concerns/changes as recommended by the Committee at this point. Committee will pass by Attorney Ralph Stevens for clarification before presenting to Coldwater City.

Meeting adjourned at 2:30 pm.

Minutes prepared by:  
Erica Ewers

**Branch District Library – Building Committee  
Potential Changes to Lease Agreement  
21 May 2015**

**Pg. 1 – Opening Paragraph Change –**

- Coldwater City Address
  - o Henry L Brown Municipal Building
  - o One Grand Street
  - o Coldwater, MI 49036

**Pg. 1 – Item 1 – Premises**

- Legal description clarification – doesn't appear to match what is on City of Coldwater website or GIS maps
- Historical Easement from October 4, 1978 recorded Liber 368 page 16
  - o States restriction binding for period of 20 years (pg. 3 of above document)
  - o Due to expiration, can all references to such easement be removed?
    - Other references locations –
      - Pg. 2, Item 5 – last line
      - Pg. 2, Item 6 – last line

**Pg. 1 – Item 2 – Term and Renewal**

- Is this rewrite/update considered a new agreement or continuation of this agreement? If new then change initial term to 5 year lease rather than 25 years?
- This refers to a one year notification if terminating lease – need something that allows for corrections or changes to lease agreement

**Pg. 2 – Item 5 – Maintenance of the Premises:**

- Party responsible for maintenance of exterior of building & surrounding areas
  - o At Minimum this needs to say that City of Coldwater is responsible
  - o If possible to negotiate on interior even better (as not covering these expenses at other branches)
  - o Snow Removal item needs to be removed from Item 7 and moved to Item 5
- Annual inspection necessary? Has it been done yearly, as required?
- Clean up arbitration procedures, or are they typically that complicated?
- Clarification of lights in the park as part of this on Library electric bill
- Whole item needs rewritten and possibly expanded into multiple items

**Pg. 2 – Item 6 – Redecoration, Alterations and Improvement:**

- How often has City of Coldwater taken advantage of its ability to provide improvements & equipment?

**Pg. 2 – Item 7 – Utilities:**

- Move last item about snow removal to #5 above

**Pg. 3 – Item 8 – Liability Insurance:**

- States Tenant is responsible for both the Tenant and Landlord's liability insurance. This doesn't seem correct – appears this whole paragraph needs rewritten – but need legal opinion on this.

**Pg. 3 – Item 9 – Fire & Extended Coverage:**

- Believe needs spelled out that Landlord has building insured for Fire purposes as it is the City's building and any payout would go to them and that Library as Tenant would have the equivalent of Renters' insurance on the contents only. This again is legal and need an opinion on this and how it is worded.
- Want to confirm BDL not responsible for rebuilding the building in the event of fire or other disaster
- Lightning spelled wrong

**Pg. 3 – Item 10 – Exoneration of Landlord from Liability:**

- Is this just a standard provision? In our non-legal opinion it doesn't sound correct

**Pg. 4 – Item 12 – Sub-Leases and Assignments by Tenant:**

- Do we have prior written consent of City of Coldwater to host Literacy Council?

**Pg. 4 – Item 14 – Waiver of Subrogation Rights:**

- Have legal read this to verify correct

**Other General Items:**

- Do we want any updated agreement to reflect what is currently being done by each party, or what we want each party to be responsible for?
- Does a time frame for repairs need to be included – ie: who gets to decide when an exterior repair is needed and the time frame it gets repaired in?
- Overall review by Attorney to make sure the libraries interests are covered.