AGENDA

CEDAR FALLS PUBLIC LIBRARY (CFPL)

MEETING

BOARD OF TRUSTEES

August 2, 2023 4:00 PM

Cedar Falls Public Library

Conference Room

 Call to order

- II. Agenda: Corrections/additions/deletions/approval
- III. Minutes: Corrections and approval
- IV. Public Forum
- V. Board Training update
- VI. Communication from Officers: Action appropriate to the communications
- VII. Bills: Corrections/additions/deletions/approval
 - a. General Fund, Levy Fund, Grant Funds
 - b. Financial Reports (General, Levy, Grants, Foundation Funds)
- VIII. Usage Report
- IX. Director's Report
 - a. Staffing update
 - b. Annual staff inservice
 - c. Miscellaneous
- X. Reports from Department Heads
 - a. Public Services Librarian
 - b. Youth Librarian
- XI. Referred for Board Action
 - a. Approve closing the library Thursday, September 14, for the 2023 annual staff inservice
 - b. Approve contract between ByWater Solutions, the Cedar Falls Public Library, and the Waterloo Public Library for Integrated Library System (ILS)
- XII. Reports of Standing and Special Committees: Action appropriate to the reports
 - a. Friends of the Library

- b. Finance: No meeting needed in August
- c. Personnel
- d. Library Art: Meeting needed in August, date and time TBD
- XIII. Unfinished business
- XIV. New business
- XV. Adjournment

MINUTES CEDAR FALLS PUBLIC LIBRARY (CFPL)

MEETING

BOARD OF TRUSTEES

July 5, 2023 4:00 PM

Cedar Falls Public Library

Conference Room

Members present: Bessman Taylor, Blair-Broeker, Chadwick, Edelnant, Graziano, Green, Roelofse, Sulentic; Members attending remotely: Cormaney; Staff present: Daniels, Hosford, Pagel, Stern; Guests present: Andy Milone.

- ١. President Sulentic called the meeting to order at 4:00.
- II. Agenda: Corrections/additions/deletions/approval

Director Stern asked to add an item to Section XI due to an employee resignation. She noted that the position that needs to be filled is a 29-hour vacancy in the reference department. MOTION: (Chadwick, Graziano) to approve the agenda as amended. Passed.

III. Minutes: Corrections and approval

MOTION: (Green, Edelnant) to approve the minutes as presented. Passed.

IV. **Public Forum**

None

٧. **Board Training update**

> Member Edelnant noted that she went to the webinar that Director Stern had sent an email about. She noted that she also attended one with IALearns about boards. Member Cormaney noted that she attended the webinar that Director Stern had mentioned as well.

- VI. Communication from Officers: Action appropriate to the communications None
- VII. Bills: Corrections/additions/deletions/approval

Assistant Daniels noted that there are two bill reports due to some being for FY23, and some for FY24.

MOTION: (Chadwick, Edelnant) to approve the June bills. Passed.

a. General Fund, Levy Fund, Grant Funds

President Sulentic noted that it looks like this quarter is doing better.

b. Financial Reports (General, Levy, Grants, Foundation Funds)

None

VIII. **Usage Report** President Sulentic noted that the numbers look like they are going up. He then inquired about how the numbers compare to pre-COVID numbers. Director Stern noted that she will have to check, but she noted that there is still a trend of less patrons, but more checkouts per person during their visit.

IX. Director's Report

a. Staffing update

Director Stern noted that staff planned a 15-year anniversary party for Librarian Stuenkel that will happen on the 13th at 6 PM.

b. ILS bids update

Director Stern passed out some information regarding the ILS bids.

c. Miscellaneous

Director Stern noted that the recent youth shows went well, and those in attendance praised them. She noted that more people attended these shows than the previous year.

X. Reports from Department Heads

a. Public Services Librarian

Acting Librarian Pagel noted that there will be a blood drive at the Community Center on the 20th. She noted that the outdoor games have been popular this summer, so she will probably purchase more of these types of games for the collection.

b. Youth Librarian

Librarian Hosford noted that about 770 youth patrons have signed up so far, but that is down a little from the previous year. She noted that the number of teens that have signed up is almost at a record level. Librarian Hosford noted that about 1,700 patrons have attended programming so far. She noted that the Cedar Valley Children's Book Festival is happening on August 5th.

XI. Referred for Board Action

a. Approve Board meeting time of $\mathbf{1}^{\text{st}}$ Wednesdays at 4 p.m. for the next year

Director Stern noted that the only exception to this date would be if it fell on a national holiday. MOTION: (Chadwick, Edelnant) to approve meeting time of 1st Wednesdays at 4 p.m. for the next year. Passed.

b. Approve ILS bid from ByWater Solutions

Director Stern noted that the committee has chosen this company to help implement an open source ILS named Koha. She noted that the committee though it would be the best option due to pricing, customer support, and the features that are available. Member Bessman Taylor inquired if any other companies would have helped with this ILS. Director Stern noted that they were the only company.

MOTION: (Chadwick, Bessman Taylor) to approve ILS bid from ByWater Solutions. Passed.

c. Approve filling full-time vacancy for Senior Librarian: Public Services

Director Stern noted that to fill this position there will be a national search for candidates. MOTION: (Edelnant, Chadwick) to approve filling full-time vacancy for Senior Librarian: Public Services. Passed.

d. Approve filling 29-hour library assistant position in reference

MOTION: (Chadwick, Bessman Taylor) to approve filling 29-hour library assistant position in reference. Passed.

XII. Reports of Standing and Special Committees: Action appropriate to the reports

a. Friends of the Library

Member Edelnant noted that there was no meeting in July, but during the meeting in June they discussed starting a campaign to encourage business to become members. She noted that they are also working on a new website that would be linked to the one for the library. Member Edelnant noted that they have also entered into an agreement with Raygun to sell shirts and tote bags. She noted that they have also created a document retention policy and have been working on digitizing some of their files. Member Edelnant inquired if she is officially the Friends Liaison, and President Sulentic appointed her as the liaison.

b. Finance: No meeting needed in July

None

c. Personnel

Member Bessman Taylor noted that other than discussing their findings with Director Stern, they have completed her evaluation.

d. Library Art

Director Stern noted that a meeting will be needed in August.

XIII. Unfinished business

None

XIV. New business

None

XV. Adjournment

Motion to adjourn (Green, Chadwick). Passed. Meeting adjourned at 4:30.

Respectfully submitted, Timothy Daniels, Secretary Pro-Tem

LIBRARY BILL REPORT 8/2/2023

FUND	VENDOR NAME	ACCOUNT #	A۱	JOUNT	DESCRIPTION 1	DESCRIPTION 2
GENERAL	ARAMARK	86-01	\$	23.55	LIBRRAY MAT SERVICE	
	ARAMARK Total		\$	23.55	- -	
LEVY	BAKER & TAYLOR BOOKS	89-22	\$		YOUTH BOOKS	
GENERAL	BAKER & TAYLOR BOOKS	89-34	\$	12.76	BERG 2 RMB SLP '23-YOUTH	BOOKS
LEVY	BAKER & TAYLOR BOOKS	89-21	\$	14.20	YOUNG ADULT BOOKS	
LEVY	BAKER & TAYLOR BOOKS	89-20	\$	15.96	ADULT BOOKS	
GENERAL	BAKER & TAYLOR BOOKS	89-34	\$	16.17	BERG 2 RMB SLP '23-YOUTH	BOOKS
GENERAL	BAKER & TAYLOR BOOKS	89-24	\$	22.00	ADULT CD BOOKS(MEM SMITH)	
LEVY	BAKER & TAYLOR BOOKS	89-24	\$	24.74	ADULT CD BOOKS	
GENERAL	BAKER & TAYLOR BOOKS	89-20	\$	30.30	ADULT BOOKS (MEM HOGAN)	
GENERAL	BAKER & TAYLOR BOOKS	89-23	\$	32.72	LARGE PRINT BOOKS (MEM	SMITH)
GENERAL	BAKER & TAYLOR BOOKS	89-34	\$	35.92	BERG 2 RMB SLP '23-YOUTH	BOOKS
LEVY	BAKER & TAYLOR BOOKS	89-23	\$	37.99	LARGE PRINT BOOKS	
LEVY	BAKER & TAYLOR BOOKS	89-35	\$	38.49	YOUTH CD BOOKS	
GENERAL	BAKER & TAYLOR BOOKS	89-34	\$	41.80	BERG 2 RMB SLP '23-YOUNG	ADULT BOOKS
LEVY	BAKER & TAYLOR BOOKS	89-22	\$	42.30	YOUTH BOOKS	
GENERAL	BAKER & TAYLOR BOOKS	89-34	\$	45.34	BERG 2 RMB SLP '23-YOUTH	BOOKS
GENERAL	BAKER & TAYLOR BOOKS	89-34	\$	47.66	BERG 2 RMB SLP '23-YOUNG	ADULT BOOKS
LEVY	BAKER & TAYLOR BOOKS	89-20	\$	70.28	ADULT BOOKS	
GENERAL	BAKER & TAYLOR BOOKS	89-34	\$	72.93	BERG 2 RMB SLP '23-YOUNG	ADULT BOOKS
LEVY	BAKER & TAYLOR BOOKS	89-22	\$	74.67	YOUTH BOOKS	
LEVY	BAKER & TAYLOR BOOKS	89-22	\$	89.72	YOUTH BOOKS	
LEVY	BAKER & TAYLOR BOOKS	89-20	\$	90.81	ADULT BOOKS	
LEVY	BAKER & TAYLOR BOOKS	89-22	\$	149.78	YOUTH BOOKS	
GENERAL	BAKER & TAYLOR BOOKS	89-20	\$	215.05	ADULT BOOKS (MEM SMITH)	
LEVY	BAKER & TAYLOR BOOKS	89-20	\$	223.18	ADULT BOOKS	
GENERAL	BAKER & TAYLOR BOOKS	89-34	\$	259.81	BERG 2 RMB SLP '23-YOUTH	BOOKS
LEVY	BAKER & TAYLOR BOOKS	89-20	\$	274.80	ADULT BOOKS	

LEVY LEVY LEVY	BAKER & TAYLOR BOOKS BAKER & TAYLOR BOOKS BAKER & TAYLOR BOOKS BAKER & TAYLOR BOOKS Total	89-21 89-22 89-20	\$ 351.33 YOUNG ADULT BOOKS \$ 407.41 YOUTH BOOKS \$ 844.01 ADULT BOOKS \$ 3,592.38
LEVY LEVY	BAKER & TAYLOR ENTERTAINMENT BAKER & TAYLOR ENTERTAINMENT BAKER & TAYLOR ENTERTAINMENT T	89-25 89-38 Total	\$ 38.48 ADULT VIDEOS \$ 289.70 YOUNG ADULT VIDEOS \$ 328.18
LEVY	BRODART CO. BRODART CO. Total	71-11	\$ 301.16 9.5 X 6" BOOK COVERS \$ 301.16
GENERAL	CEDAR FALLS UTILITIES CEDAR FALLS UTILITIES Total	85-01	\$ 6,579.26 LIBRARY UTILITIES \$ 6,579.26
GENERAL	CITY LAUNDERING CO. CITY LAUNDERING CO. Total	86-01	\$ 76.16 FIRST AID SUPPLY SERVICE- \$ 76.16
LEVY	DEMCO, INC DEMCO, INC Total	71-11	\$ 120.67 1/4" FILAMENT & 2" BOOK TAPES \$ 120.67
LEVY	JO-ANN STORES, LLC JO-ANN STORES, LLC Total	89-26	\$ 1,500.00 CREATIVEBUG FY23 RENEWAL 06/23-05/24 \$ 1,500.00
LEVY LEVY LEVY	OVERDRIVE, INC. OVERDRIVE, INC. OVERDRIVE, INC. OVERDRIVE, INC.	89-42 89-42 89-42 89-42	\$ 131.94 ADULT E-BOOKS \$ 235.65 ADULT AUDIO BOOKS \$ 251.48 ADULT E-BOOKS \$ 310.44 ADULT E-BOOKS
LEVY	OVERDRIVE, INC. OVERDRIVE, INC. Total	89-42	\$ 737.00 ADULT AUDIO BOOKS \$ 1,666.51
LEVY LEVY	PLAYAWAY PRODUCTS PLAYAWAY PRODUCTS PLAYAWAY PRODUCTS Total	71-11 89-24	 \$ 99.92 AUDIO CABLES \$ 172.47 ADULT PLAYAWAY AUDIO \$ 272.39

GENERAL STOREY KENWORTHY 89-33 \$ 20.00 FOTL:YOUTH-POSTER PRINTNG \$ 20.00

Total Vendor Payments \$ 14,480.26

FUND		VENDOR NAME	ACCOUNT #	Α	MOUNT	DESCRIPTION 1	DESCRIPTION 2
GENERAL	US BANK		89-34	\$	633.51	4IMPRINT	BERG 2RMB BRNDNG ROLLOUT-
GENERAL	US BANK		89-34	\$	3,049.40	4IMPRINT	BERG 2 RMB SLP '23-PRIZES
				\$	3,682.91	4IMPRINT Total	
LEVY	US BANK		89-22	\$	25.99	AMAZON.COM	YOUTH BOOKS
LEVY	US BANK		89-20	\$	30.92	AMAZON.COM	ADULT BOOKS
GENERAL	US BANK		86-01	\$	132.84	AMAZON.COM	LYSOL DISINFECTING WIPES
GENERAL	US BANK		71-01	\$	255.78	AMAZON.COM	CLT-K505L TONER
LEVY	US BANK		89-22	\$	113.10	AMAZON.COM	YOUTH BOOKS
GENERAL	US BANK		72-01	\$	33.21	AMAZON.COM	DECAF AND REGULAR COFFEE
LEVY	US BANK		89-21	\$	16.99	AMAZON.COM	YOUNG ADULT BOOKS
LEVY	US BANK		89-25	\$	24.29	AMAZON.COM	ADULT VIDEOS
LEVY	US BANK		89-20	\$	37.46	AMAZON.COM	ADULT BOOKS
LEVY	US BANK		89-20	\$	14.45	AMAZON.COM	ADULT BOOKS
LEVY	US BANK		89-22	\$	17.09	AMAZON.COM	YOUTH BOOKS
LEVY	US BANK		89-22	\$	16.99	AMAZON.COM	YOUTH BOOKS
LEVY	US BANK		89-22	\$	5.99	AMAZON.COM	YOUTH BOOKS
LEVY	US BANK		89-25	\$	13.52	AMAZON.COM	ADULT VIDEOS
LEVY	US BANK		89-35	\$	31.49	AMAZON.COM	YOUTH CD BOOKS
LEVY	US BANK		89-20	\$	72.95	AMAZON.COM	ADULT BOOKS
LEVY	US BANK		89-22	\$	18.47	AMAZON.COM	YOUTH BOOKS
LEVY	US BANK		89-47	\$	69.29	AMAZON.COM	BAG TOSS GAME
GENERAL	US BANK		71-01	\$	28.95	AMAZON.COM	PAINTER'S TAPE
GENERAL	US BANK		86-01	\$	37.78	AMAZON.COM	TOILET WAND REFILLS
LEVY	US BANK		89-20	\$	44.13	AMAZON.COM	ADULT BOOKS
LEVY	US BANK		89-20	\$	30.98	AMAZON.COM	ADULT BOOKS
LEVY	US BANK		89-22	\$	16.99	AMAZON.COM	YOUTH BOOKS
LEVY	US BANK		89-25	\$	12.99	AMAZON.COM	ADULT VIDEOS

LEVY	US BANK	89-20	\$ 7.00	AMAZON.COM	ADULT BOOKS
LEVY	US BANK	89-22	\$ 37.74	AMAZON.COM	YOUTH BOOKS
			\$ 1,147.38	AMAZON.COM Total	
				-	
LEVY	US BANK	89-25	\$ 10.15	AMZN MKTP US	ADULT VIDEOS
LEVY	US BANK	89-20	\$ 28.50	AMZN MKTP US	ADULT BOOKS
GENERAL	US BANK	89-34	\$ 23.38	AMZN MKTP US	BERG 2 RMB SLP '23-ROUND
GENERAL	US BANK	89-34	\$ 84.96	AMZN MKTP US	BERG 2 RMB SLP '23-FIDGET
LEVY	US BANK	89-25	\$ 26.84	AMZN MKTP US	ADULT VIDEOS
LEVY	US BANK	89-24	\$ 29.44	AMZN MKTP US	ADULT CD BOOKS
LEVY	US BANK	89-24	\$ 34.00	AMZN MKTP US	ADULT CD BOOKS
GENERAL	US BANK	71-01	\$ 6.85	AMZN MKTP US	FUNNEL SET
GENERAL	US BANK	89-33	\$ 14.99	AMZN MKTP US	FOTL:YA-STICKERS
GENERAL	US BANK	89-33	\$ 11.99	AMZN MKTP US	FOTL:YA-STICKERS
GENERAL	US BANK	86-01	\$ 22.10	AMZN MKTP US	HAND SANITIZER REFILLS
LEVY	US BANK	89-22	\$ 78.04	AMZN MKTP US	YOUTH BOOKS
GENERAL	US BANK	86-01	\$ 28.00	AMZN MKTP US	CAN AIR DUSTERS
			\$ 399.24	AMZN MKTP US Total	
GENERAL	US BANK	89-33	\$ 10.99	GODFATHERS PIZZA	FOTL:YOUTH-PIZZA
GENERAL	US BANK	89-33	\$ 10.99	GODFATHERS PIZZA	FOTL:YOUTH-PIZZA
GENERAL	US BANK	89-33	\$ 10.99	GODFATHERS PIZZA	FOTL:YOUTH-PIZZA
			\$ 32.97	GODFATHERS PIZZA Total	
GENERAL	US BANK	89-34	\$ 38.87	HOBBY-LOBBY #0135	BERG 2 RMB SLP '23-SHIRTS
			\$ 38.87	HOBBY-LOBBY #0135 Total	
				_	
GENERAL	US BANK	89-33	\$ 21.26	HY-VEE CEDAR FALLS 1052	FOTL:COLAB-SHEARS, SOAP,
			\$ 21.26	HY-VEE CEDAR FALLS 1052 Total	
GENERAL	US BANK	81-91	\$ 85.00	INTUIT *QBOOKS ONLINE	QUICKBOOKS MONTHLY SUB.
			\$ 85.00	INTUIT *QBOOKS ONLINE Total	
GENERAL	US BANK	72-75	\$ 1,485.00	SIGNS BY TOMORROW OF CEDA	BOOK BIKE WRAP
			\$ 1,485.00	SIGNS BY TOMORROW OF CEDA Total	
			 ·		

USBank Total \$ 6,892.63

Final Payment Total \$ 21,372.89

LIBRARY BILL REPORT 8/2/2023

FUND	VENDOR NAME	ACCOUNT #	ΑV	IOUNT	DESCRIPTION 1	DESCRIPTION 2
GENERAL	ARAMARK	86-01	\$	23.55	LIBRARY MAT SERVICE	
	ARAMARK Total		\$	23.55	_	
LEVY	BAKER & TAYLOR BOOKS	89-21	\$	7.79	YOUNG ADULT BOOKS	
GENERAL	BAKER & TAYLOR BOOKS	89-20	\$	11.39	ADULT BOOKS (MEM SMITH)	
LEVY	BAKER & TAYLOR BOOKS	89-35	\$	20.34	YOUTH CD BOOKS	
GENERAL	BAKER & TAYLOR BOOKS	89-34	\$	20.50	BERG 2 RMB SLP '23-YOUNG	ADULT BOOKS
LEVY	BAKER & TAYLOR BOOKS	89-21	\$	21.00	YOUNG ADULT BOOKS	
GENERAL	BAKER & TAYLOR BOOKS	89-34	\$	21.56	BERG 2 RMB SLP '23-YOUTH	BOOKS
LEVY	BAKER & TAYLOR BOOKS	89-21	\$	22.18	YOUNG ADULT BOOKS	
GENERAL	BAKER & TAYLOR BOOKS	89-34	\$	22.75	BERG 2 RMB SLP '23-YOUTH	BOOKS
LEVY	BAKER & TAYLOR BOOKS	89-21	\$	23.96	YOUNG ADULT BOOKS	
GENERAL	BAKER & TAYLOR BOOKS	89-33	\$	31.12	FOTL:ADULT-ADULT BOOKS	
LEVY	BAKER & TAYLOR BOOKS	89-21	\$	33.09	YOUNG ADULT BOOKS	
GENERAL	BAKER & TAYLOR BOOKS	89-34	\$	34.15	BERG 2 RMB SLP '23-YOUNG	ADULT BOOKS
GENERAL	BAKER & TAYLOR BOOKS	89-20	\$	37.99	ADULT BOOKS (MEM HOGAN)	
GENERAL	BAKER & TAYLOR BOOKS	89-34	\$	39.90	BERG 2 RMB SLP '23-YOUTH	BOOKS
LEVY	BAKER & TAYLOR BOOKS	89-24	\$	46.74	ADULT CD BOOKS	
LEVY	BAKER & TAYLOR BOOKS	89-20	\$	51.58	ADULT BOOKS	
GENERAL	BAKER & TAYLOR BOOKS	89-34	\$	52.72	BERG 2 RMB SLP '23-YOUNG	ADULT BOOKS
LEVY	BAKER & TAYLOR BOOKS	89-22	\$	55.00	YOUTH BOOKS	
GENERAL	BAKER & TAYLOR BOOKS	89-34	\$	56.96	BERG 2 RMB SLP '23-YOUTH	BOOKS
LEVY	BAKER & TAYLOR BOOKS	89-22	\$	66.48	YOUTH BOOKS	
LEVY	BAKER & TAYLOR BOOKS	89-23	\$	66.49	LARGE PRINT BOOKS	
GENERAL	BAKER & TAYLOR BOOKS	89-34	\$	74.18	BERG 2 RMB SLP '23-YOUTH	BOOKS
GENERAL	BAKER & TAYLOR BOOKS	89-34	\$	95.85	BERG 2 RMB SLP '23-YOUTH	BOOKS
LEVY	BAKER & TAYLOR BOOKS	89-20	\$	98.02	ADULT BOOKS	
LEVY	BAKER & TAYLOR BOOKS	89-22	\$	109.43	YOUTH BOOKS	

LEVY	BAKER & TAYLOR BOOKS	89-22	\$	120.26	YOUTH BOOKS
LEVY	BAKER & TAYLOR BOOKS	89-20	\$		ADULT BOOKS
LEVY	BAKER & TAYLOR BOOKS	89-23	\$		LARGE PRINT BOOKS
LEVY	BAKER & TAYLOR BOOKS	89-22	\$		YOUTH BOOKS
LEVY	BAKER & TAYLOR BOOKS	89-21	\$		YOUNG ADULT BOOKS
LEVY	BAKER & TAYLOR BOOKS	89-20	\$	166.13	ADULT BOOKS
GENERAL	BAKER & TAYLOR BOOKS	89-33	\$	187.10	FOTL:ADULT-ADULT BOOKS
LEVY	BAKER & TAYLOR BOOKS	89-20	\$	189.78	ADULT BOOKS
LEVY	BAKER & TAYLOR BOOKS	89-21	\$	215.83	YOUNG ADULT BOOKS
LEVY	BAKER & TAYLOR BOOKS	89-20	\$	217.04	ADULT BOOKS
LEVY	BAKER & TAYLOR BOOKS	89-22	\$	282.50	YOUTH BOOKS
LEVY	BAKER & TAYLOR BOOKS	89-22	\$	291.37	YOUTH BOOKS
LEVY	BAKER & TAYLOR BOOKS	89-21	\$	395.88	YOUNG ADULT BOOKS
LEVY	BAKER & TAYLOR BOOKS	89-20	\$	486.03	ADULT BOOKS
LEVY	BAKER & TAYLOR BOOKS	89-20	\$	579.35	ADULT BOOKS
LEVY	BAKER & TAYLOR BOOKS	89-21	\$	716.81	YOUNG ADULT BOOKS
LEVY	BAKER & TAYLOR BOOKS	89-22	\$	1,049.83	YOUTH BOOKS
LEVY	BAKER & TAYLOR BOOKS	89-22	\$	1,087.90	YOUTH BOOKS
	BAKER & TAYLOR BOOKS Total		\$	7,668.49	
					-
LEVY	BAKER & TAYLOR ENTERTAINMENT	89-24	\$	11.88	ADULT CD MUSIC
LEVY	BAKER & TAYLOR ENTERTAINMENT	89-25	\$	16.79	ADULT VIDEOS
LEVY	BAKER & TAYLOR ENTERTAINMENT	89-38	\$	62.98	YOUNG ADULT VIDEOS
LEVY	BAKER & TAYLOR ENTERTAINMENT	89-25	\$	71.37	ADULT VIDEOS
LEVY	BAKER & TAYLOR ENTERTAINMENT	89-24	\$	113.72	ADULT CD MUSIC
LEVY	BAKER & TAYLOR ENTERTAINMENT	89-25	\$	337.10	ADULT VIDEOS
	BAKER & TAYLOR ENTERTAINMENT Total		\$	613.84	-
					-
LEVY	BRODART CO.	71-11	\$	209.80	12" BOOK COVER ROLLS
	BRODART CO. Total		\$	209.80	-
			<u> </u>		-
LEVY	CENTER POINT LARGE PRINT	89-23	\$	49.14	LARGE PRINT BOOKS
•		-			-
	CENTER POINT LARGE PRINT Total		\$	49.14	

GENERAL	GORDON FLESCH COMPANY INC GORDON FLESCH COMPANY INC Total	81-91	\$ \$	977.87 977.87	COPIER CONTRACT	015-1483981-000
LEVY	LIBRARY IDEAS, LLC LIBRARY IDEAS, LLC Total	89-42		3,997.00 3,997.00	FREEGAL MUSIC & STREAMING	SUB 7/9/23-7/8/24
GENERAL	MCCANN, LINDA MCCANN, LINDA Total	89-33	\$ \$	25.00 25.00	FOTL:ADULT-SPEAKING FEE	
GENERAL	MINNESOTA HISTORICAL SOCI MINNESOTA HISTORICAL SOCI Total	89-26	\$ \$	8.50 8.50	MICROFILM	
GENERAL	MOBIUS Total	72-99		7,481.39 7,481.39	LIBRARY COURIER SERVICE	FY24
LEVY	OCLC, INC.	81-91	\$	575.06	1 YR. SUB. WORLDSHARE ILL	07/01/23-06/30/24
LEVY	OCLC, INC.	81-91	\$ 9	9,747.65	CATALOG AND METADATA SUB.	FY24
	OCLC, INC. Total		\$ 10),322.71	-	
GENERAL	OFFICE EXPRESS OFFICE PRO	71-01	\$	46.91	POP-UP NOTES, AAA BATTERY	(X2)
	OFFICE EXPRESS OFFICE PRO Total		\$	46.91	-	
LEVY	OVERDRIVE, INC.	89-42	\$	27.95	ADULT E-BOOKS	
LEVY	OVERDRIVE, INC.	89-42	\$	34.37	ADULT E-BOOKS	
LEVY	OVERDRIVE, INC.	89-42	\$	49.95	ADULT AUDIO BOOKS	
LEVY	OVERDRIVE, INC.	89-42	\$		ADULT E-BOOKS	
LEVY	OVERDRIVE, INC.	89-42	\$		ADULT AUDIO BOOKS	
LEVY	OVERDRIVE, INC.	89-42	\$		ADULT E-BOOKS	
LEVY	OVERDRIVE, INC.	89-42	\$		ADULT E-BOOKS	
LEVY	OVERDRIVE, INC.	89-42	\$		ADULT AUDIO BOOKS	
LEVY	OVERDRIVE, INC.	89-42	\$		ADULT E-BOOKS	
LEVY	OVERDRIVE, INC.	89-42	\$		ADULT AUDIO BOOKS	
LEVY	OVERDRIVE, INC.	89-42	\$		ADULT E-BOOKS	
LEVY	OVERDRIVE, INC.	89-46	\$	527.02	YOUTH AUDIO BOOKS	

LEVY	OVERDRIVE, INC. OVERDRIVE, INC. Total	89-46	\$ 553.13 YOUTH E-BOOKS \$ 2,662.59
LEVY LEVY	PLAYAWAY PRODUCTS PLAYAWAY PRODUCTS PLAYAWAY PRODUCTS Total	89-24 89-35	\$ 134.98 ADULT PLAYAWAYS \$ 453.66 YOUTH PLAYAWAYS \$ 588.64
LEVY LEVY LEVY	PROQUEST, LLC PROQUEST, LLC PROQUEST, LLC PROQUEST, LLC PROQUEST, LLC	89-26 89-26 89-26 89-26	\$ 966.25 HERITAGE QUEST ONLINE 07/01/23-06/30/24 \$ 1,183.02 AF AM HERITAGE DATABASE 07/01/23-06/30/24 \$ 1,579.66 ANCESTRY LIBRARY EDITION 07/01/23-06/30/24 \$ 3,198.15 NEWSPAPERS.COM-IOWA SUB. 07/01/23-06/30/24 \$ 6,927.08
GENERAL	QUADIENT FINANCE USA, INC QUADIENT FINANCE USA, INC Total	72-99	\$ 300.00 POSTAGE \$ 300.00
LEVY	TUMBLEWEED PRESS INC TUMBLEWEED PRESS INC Total	89-46	\$ 799.00 SUB 2 TUMBLE LIB. PREMIUM 08/10/23-08/10/24 \$ 799.00
GENERAL GENERAL GENERAL	VICTORIA INTERNATIONAL VICTORIA INTERNATIONAL VICTORIA INTERNATIONAL VICTORIA INTERNATIONAL VICTORIA INTERNATIONAL VICTORIA INTERNATIONAL Total Vendor Payments	72-75 72-75 72-76 72-75 72-76	\$ 347.00 6' CFPL LOGO TABLE THROW \$ 351.00 11' CFPL LOGO BLADE PRO FLAGS \$ 760.00 CFPL LOGO PENS \$ 1,323.00 10 X 10' CFPL LOGO TENT \$ 1,360.00 CFPL LOGO POP SOCKETS \$ 4,141.00 \$ 51,842.51
	Final Payment Total		\$ 51,842.51



Cherie Dargan, Author



Date Inv.
July 25, 2023 CD230725

To The Cedar Falls Public Library

Instructions

[Add additional instructions]

#36.00

Participation of The	4736.00		
Quantity	Description	Unit Price	Tota
2	Hard cover The Gift, Grandmother's Treasures, Book One by Cherie Dargan	\$18 Discount	\$36
2 Bonus	Paperback edition, The Gift		
1 Bonus book,	Sower and Seer, a collection of essays on midwestern literature. See Chapter 10 for my piece on Cedar Falls.		
		Subtotal	
		Sales Tax	
		Shipping & Handling	
		Total Due By [Date]	

Thank you for your business!

Invoice

Kirstey Ewald

Date: July 28, 2023 Invoice #: KE230728 Customer ID:

To: Cedar Falls Public Library

Applesson to Payment ferms

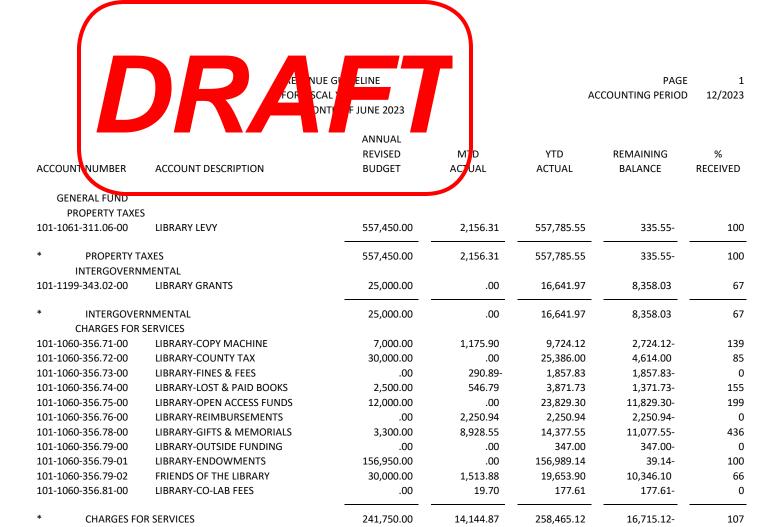
Qty Description Unit Price Line Total
1:00 Creative Writing Workshop \$500.00 \$ 500.00

Subtotal \$ 500.00

Sales Tax

Total \$ 500.00

Make all checks payable to Kirstey Ewald **Thank you for your business!**



824,200.00

16,301.18

832,892.64

8,692.64-

101

GENERAL FUND

REVENUE GUIDELINE FOR FISCAL YEAR 2023

ACCOUNT NUMBER

294-0000-361.01-00

294-0000-361.03-00

LIBRARY RESERVE

	FOR THE MO	NTH OF JUNE 2023				
OUNT NUMBER	ACCOUNT DESCRIPTION	ANNUAL REVISED BUDGET	MTD ACTUAL	YTD ACTUAL	REMAINING BALANCE	% RECEIVED
LIBRARY RESERVE						
USE OF MONEY	& PROPERTY					
0000-361.01-00	CHECKING ACCT INTEREST	.00	6.46	183.04	183.04-	0
0000-361.03-00	CD/INVESTMENT INTEREST	.00	65.53	282.67	282.67-	0
USE OF MOI	NEY & PROPERTY	.00	71.99	465.71	465.71-	0

71.99

465.71

.00

PAGE

ACCOUNTING PERIOD

465.71-

3

0

12/2023

PAGE ACCOUNTING PERIOD 12/2023

4

ANNUAL REVISED MTD YTD REMAINING % ACCOUNT NUMBER ACCOUNT DESCRIPTION RECEIVED **BUDGET** ACTUAL ACTUAL BALANCE 90,529.65 935,950.00 18,638.17 845,420.35 90

EXPENDITURE GUIDELINE FOR FISCAL YEAR 2023

PAGE 1

ACCOUNTING PERIOD 12/2023

		ANNUAL				
		REVISED	MTD	YTD	REMAINING	%
ACCOUNT NUMBER	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	ACTUAL	BALANCE	RECEIVED
GENERAL FUND						
FINANCE & BUSI	INESS OPER.					
LIBRARY						
TRANSFERS						
101-1060-423.50-01	TRANSFERS TO GENERAL FUND	197,330.00	158,800.00	158,800.00	38,530.00	80
* TRANSFER		197,330.00	158,800.00	158,800.00	38,530.00	80
	NAL SERVICES			500 754 75		
101-1060-423.61-01	FULL-TIME	636,430.00	48,761.71	622,761.56	13,668.44	98
101-1060-423.61-02	PART-TIME	406,600.00	30,172.82	374,740.23	31,859.77	92
101-1060-423.62-01	PAYROLL	2,820.00	235.00	2,820.00	0.00	100
101-1060-423.62-02	SEVERANCE	10,380.00	865.00	10,380.00	0.00	100
101-1060-423.64-01	HEALTH INS. PREMIUMS	120,440.00	9,644.58	103,804.26	16,635.74	86
101-1060-423.64-02	HEALTH INS. REIMBURSEMENT	2,010.00	.00	74.41	1,935.59	4
101-1060-423.64-03	LIFE INSURANCE	1,960.00	127.59	1,429.68	530.32	73
101-1060-423.64-04	LTD INSURANCE	2,000.00	166.12	1,860.46	139.54	93
101-1060-423.64-05	WORKMAN'S COMP. INS.	2,180.00	181.67	2,180.00	0.00	100
101-1060-423.65-01	F.I.C.A.	79,800.00	5,945.89	74,969.35	4,830.65	94
101-1060-423.66-01 * DEPSONAL	I.P.E.R.S.	98,460.00	7,455.06	92,032.91	6,427.09	93
FERSONA	L SERVICES	1,363,080.00	103,555.44	1,287,052.86	76,027.14	93
COMOD		10.000.00	4 220 72	4.470.26	5 004 64	42
101-1060-423.71-01	OFFICE SUPPLIES	10,000.00	1,330.72	4,178.36	5,821.64	42
101-1060-423.72-19	PRINTING	2,000.00	107.50	1,050.87	949.13	53
101-1060-423.72-75	DISPLAY	2,000.00	1,485.00	1,716.92	283.08	86
101-1060-423.72-76	PUBLIC RELATIONS	1,200.00	.00	1,094.48	105.52	91
101-1060-423.72-99	POSTAGE	14,000.00	932.40	11,757.21	2,242.79	84
101-1060-423.73-06	BUILDING REPAIR	7,850.00	.00	5,312.41	2,537.59	68
* COMODIT		37,050.00	3,855.62	25,110.25	11,939.75	68
	ACTED SERVICES	1 000 00	00	00	1 000 00	0
101-1060-423.81-01	PROFESSIONAL SERVICES	1,000.00	.00	.00	1,000.00	0 100
101-1060-423.81-12 101-1060-423.81-91	COMPUTER SERVICES LICENSES & SERVICE CONTRT	67,590.00	5,632.50 4,069.44	67,590.00	0.00	
101-1060-423.81-91	TELEPHONE	30,000.00 4,000.00	138.49	24,354.93 2,010.71	5,645.07 1,989.29	81 50
101-1060-423.83-05	TRAVEL (FOOD/MILEAGE/LOD)	1,000.00	.00	340.38	659.62	34
101-1060-423.83-06	EDUCATION	5,800.00	.00	5,667.99	132.01	98
101-1060-423.84-01	OPERATING INSURANCE	26,250.00	.00 2,187.50	26,250.00	0.00	100
101-1060-423.85-01	UTILITIES	102,100.00	13,758.87	68,179.50	33,920.50	67
101-1060-423.86-01	REPAIR & MAINTENANCE	7,000.00	871.76	•	3,216.43	54
101-1060-423.89-20	ADULT BOOKS	2,400.00	651.38	3,783.57 2,618.33	218.33-	109
101-1060-423.89-23	LARGE PRINT BOOKS	200.00	134.06	2,018.33 171.26	28.74	86
101-1060-423.89-24	ADULT AUDIO	.00	22.00	22.00	22.00-	0
101-1060-423.89-24	NON-PRINT RESOURCES	700.00	419.92	1,016.18	316.18-	145
101-1060-423.89-20	FRIENDS SUPPORTED PROGRAM	30,000.00	1,334.97	19,172.82	10,827.18	64
101-1060-423.89-34	ENDOWMENT SUPPORTED PROG.	156,950.00	16,120.78	86,846.87	70,103.13	55
	TED SERVICES	434,990.00	45,341.67	308,024.54	126,965.46	55 71
CONTRAC	L OUTLAY	434,330.00	45,341.07	300,024.34	120,303.40	/1
101-1060-423.92-01	STRUCTURE IMPROV & BLDGS	.00	.00	.00	0.00	0
101-1060-423.92-01	EQUIPMENT	4,750.00	.00	.00 1,873.67	2,876.33	39
* CAPITAL C		4,750.00 4,750.00	.00	1,873.67	2,876.33	39
** LIBRARY	201631	2,037,200.00	.00 311,552.73	1,780,861.32	256,338.68	39 87
LIDNAKI		2,037,200.00	311,332.73	1,700,001.32	230,330.08	0/

PAGE

ACCOUNTING PERIOD

2

12/2023

ANNUAL **REVISED** MTD YTD REMAINING % **ACCOUNT NUMBER** ACCOUNT DESCRIPTION **BUDGET ACTUAL** ACTUAL **BALANCE RECEIVED** LIBRARY LEVY PERSONAL SERVICES 109,289.20 101-1061-423.61-01 **FULL-TIME** 10,478.43 19,740.80 85 129.030.00 101-1061-423.61-02 PART-TIME 18,420.00 1,908.26 15,126.40 3,293.60 82 100 101-1061-423.62-01 **PAYROLL** 570.00 47.50 570.00 0.00 101-1061-423.62-02 **SEVERANCE** 2,100.00 175.00 2,100.00 0.00 100 1,391.78 101-1061-423.64-01 HEALTH INS. PREMIUMS 12,000.00 16,701.36 4,701.36-139 HEALTH INS. REIMBURSEMENT 500.00 40.00-109 101-1061-423.64-02 460.00 .00 101-1061-423.64-03 LIFE INSURANCE 390.00 23.84 249.54 140.46 64 101-1061-423.64-04 LTD INSURANCE 410.00 31.17 325.61 84.39 79 101-1061-423.64-05 WORKMAN'S COMP. INS. 310.00 25.83 310.00 0.00 100 11,280.00 942.88 9,409.10 83 101-1061-423.65-01 F.I.C.A. 1,870.90 101-1061-423.66-01 I.P.E.R.S. 13,920.00 1,169.29 11,746.08 84 2,173.92 PERSONAL SERVICES 188,890.00 16,193.98 166,327.29 22,562.71 84 **COMODITIES** 101-1061-423.71-11 TECHNICAL PROCESSING SUPP 30,000.00 3,828.02 13,741.40 16,258.60 46 **COMODITIES** 30,000.00 3,828.02 13,741.40 16,258.60 46 CONTRACTED SERVICES 10,000.00 100 101-1061-423.81-12 COMPUTER SERVICES 10,000.00 833.33 0.00 101-1061-423.81-91 LICENSES & SERVICE CONTRT 63,000.00 1,558.36 61,335.87 1,664.13 97 101-1061-423.81-92 **TECHNOLOGY SERVICES** 25,000.00 .00 25,000.00 0 .00 101-1060-423.83-06 **EDUCATION** .00 .00 .00 0.00 0 **CO-LAB MATERIALS** 2,000.00 76.45 762.43 1,237.57 38 101-1061-423.89-19 101-1061-423.89-20 ADULT BOOKS 10,181.46 43,032.64 82 52,500.00 9,467.36 101-1061-423.89-21 YOUNG ADULT BOOKS 18,000.00 3,638.12 16,768.13 1,231.87 93 101-1061-423.89-22 YOUTH BOOKS 48,000.00 9,654.79 43,500.01 4,499.99 91 72 101-1061-423.89-23 LARGE PRINT BOOKS 6,000.00 796.69 4,332.03 1,667.97 101-1061-423.89-24 **ADULT AUDIO** 8,000.00 4,374.48 7,965.20 34.80 100 7,651.36 ADULT VIDEO 37 101-1061-423.89-25 20.550.00 1,738.53 12.898.64 **NON-PRINT RESOURCES** 22,579.00 78 101-1061-423.89-26 29,000.00 2,054.96 6,421.00 101-1061-423.89-29 **NEWSPAPERS** 2,450.00 690.00 2,482.45 32.45-101 101-1061-423.89-31 **PERIODICALS** 7,300.00 1,763.80 76 .00 5,536.20 101-1061-423.89-35 YOUTH AUDIO 5,400.00 319.01 985.39 4,414.61 18 101-1061-423.89-36 YOUTH VIDEO 7,100.00 951.69 5,418.28 1,681.72 76 101-1061-423.89-37 YOUNG ADULT AUDIO 2,000.00 494.93 1,543.09 456.91 77 101-1061-423.89-38 YOUNG ADULT VIDEO 1,150.00 289.70 1,029.07 120.93 89 101-1061-423.89-42 **ADULT E-MATERIALS** 60,450.00 7,257.35 60,446.84 3.16 100 101-1061-423.89-44 YOUNG ADULT E-MATERIALS 3,500.00 71.98 2,391.56 1,108.44 68 101-1061-423.89-46 YOUTH E-MATERIALS 13,500.00 1,785.84 9,334.26 4,165.74 69 LIBRARY OF THINGS 44 101-1061-423.89-47 2,500.00 279.86 1,104.25 1,395.75 **CONTRACTED SERVICES** 80 387,400.00 47,047.53 308,198.06 79,201.94 **CAPITAL OUTLAY** 101-1061-423.92-01 STRUCTURE IMPROV & BLDGS 3,500.00 .00 3,500.00 0 .00 7 101-1061-423.93-01 **EQUIPMENT** 2,250.00 .00 164.99 2,085.01 **CAPITAL OUTLAY** 3 5,750.00 .00 164.99 5,585.01 ** 67,069.53 488,431.74 LIBRARY LEVY 612,040.00 123,608.26 80

2,649,240.00

378,622.26

2,269,293.06

379,946.94

86

FINANCE & BUSINESS OPER.

ANNUAL YTD REMAINING % REVISED MTD ACCOUNT NUMBER ACCOUNT DESCRIPTION **BUDGET** ACTUAL ACTUAL BALANCE RECEIVED ADMINISTRATIVE ADMIN/LEGAL **TRANSFERS** 101-1199-421.31-20 25,000.00 .00 .00 25,000.00 0 **GRANTS - LIBRARY** 101-1199-421.31-21 **GRANTS - LIBRARY STATE AID** .00 .00 23.56 23.56-0 TRANSFERS 25,000.00 .00 23.56 24,976.44 0 ADMIN/LEGAL 0 25,000.00 .00 23.56 24,976.44 ADMINISTRATIVE .00 24,976.44 0 25,000.00 23.56 **** **GENERAL FUND** 2,674,240.00 378,622.26 2,269,316.62 404,923.38 85

PAGE

ACCOUNTING PERIOD

3

12/2023

ANNUAL MTD YTD REMAINING % REVISED ACCOUNT NUMBER ACCOUNT DESCRIPTION BUDGET ACTUAL ACTUAL BALANCE RECEIVED DATA PROCESSING FUND FINANCE & BUSINESS OPER. DATA PROCESSING CONTRACTED SERVICES 35,000.00 15.00 165.00 0 606-1078-441.81-43 LIBRARY COMPUTER SERVICES 34,835.00 CONTRACTED SERVICES 35,000.00 15.00 165.00 34,835.00 0 35,000.00 34,835.00 0 DATA PROCESSING 15.00 165.00 FINANCE & BUSINESS OPER. 15.00 0 35,000.00 165.00 34,835.00 0 DATA PROCESSING FUND 35,000.00 15.00 165.00 34,835.00

PAGE

ACCOUNTING PERIOD

5

12/2023

PAGE ACCOUNTING PERIOD 12/2023

ANNUAL MTD YTD REMAINING % REVISED ACCOUNT NUMBER ACCOUNT DESCRIPTION RECEIVED **BUDGET** ACTUAL ACTUAL BALANCE 478,936.85 2,820,990.00 393,583.57 2,342,053.15 83 The assets of this fund were received through donations from the community to "the Cedar Falls Community Foundation for the Cedar Falls Public Library" to construct and maintain a new Cedar Falls Public Library facility. The fund shall be used solely to benefit the Library for purposes which include capital projects that benefit the facility and its programming (but not for salaries or to support the regular operating budget of the Library).

Budget Year	Date	Fair Market Value	Percent to Spend	Earned/ (Expended)	Underspent / (Overspent) Annual	Total Underspent / (Overspent)	Expended
2005	31-Jul-05	\$707,087.62	4%	\$28,283.50			
	No distributions						
					\$28,283.50	\$28,283.50	\$0.00
2006	31-Dec-05	\$796,531.38	4%	\$31,861.26			
	No distributions						
					\$31,861.26	\$60,144.76	\$0.00
2007	7 31-Dec-06	\$945,707.00	4%	\$37,828.28			
Nov-07	MTM (Microfilm Workstation)			(\$9,125.00)			
					\$28,703.28	\$88,848.04	(\$9,125.00)
2008	31-Dec-07	\$1,069,972.81	4%	\$42,798.91			
Nov-07	' WiFi Computer Lab			(\$26,651.00)			
Nov-07	Newspaper/Paperback Shelving			(\$4,534.00)			
					\$11,613.91	\$100,461.95	(\$31,185.00)
2009	31-Dec-08	\$762,741.36	4%	\$30,509.65		_	
Jul-09	Art Purchase			(\$4,000.00)			
					\$26,509.65	\$126,971.61	(\$4,000.00)
2010	31-Dec-09	\$956,698.81					
	Allocation for 2010	\$926,140.39	4%	\$37,045.62	(average of 12/	/31/06, 12/31/07	7, 12/31/08 FMV)
-	Library Space Consultant			(\$1,235.00)			
Jan-10	Library Space Consultant			(\$2,765.00)			
					\$33,045.62	\$160,017.22	(\$4,000.00)
2011	. 31-Dec-10	\$1,070,226.31					
	Allocation for 2011	\$929,804.33	4%	\$37,192.17	(average of 12/	/31/07, 12/31/08	3, 12/31/09 FMV)
May-10	Library Space Consultant			(\$980.55)			
Jan-10	Space Reallocation Project			(\$12,572.00)			
-	Youth/YA Audio Visual Equipment			(\$10,395.99)			
Jan-10	Young Adult Area Furnishings			(\$22,108.05)			
					(\$8,864.42)	\$151,152.81	(\$46,056.59)
2012	2 31-Dec-11	\$1,000,669.64					

Building Fund Updated 7/28/2023

Allocation for 2012 Nov-12 Youth, YA & 2nd Floor Wiring Sep-12 Final Payment: YA Room Construction	\$929,888.83	4%	\$37,195.55 (average of 12/31/08, 12/31/09, 12/31/10 FMV) (\$9,126.00) (\$2,900.00)
			\$25,169.55 \$176,322.36 (\$12,026.00)
2013 31-Dec-12	\$1,111,721.58		
Allocation for 2013	\$1,009,198.25	4%	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Apr-14 RFID Conversion Project			(\$110,000.00)
Apr-14 Youth Space Efficiency			(\$1,065.00)
Apr-14 Automated Materials Handler (\$10,000 to \$54,000)			(\$20,000.00)
			(\$90,697.07) \$85,625.29 (\$131,065.00)
2014 31-Dec-13	\$1,280,930.28		
Allocation for 2014	\$1,060,872.51	4%	, , , , , , , , , , , , , , , , , , , ,
Jul-15 Art in the Atrium			(\$42,500.00)
			(\$65.10) \$85,560.19 (\$42,500.00)
2015 31-Dec-14	\$1,171,915.01		
Allocation for 2015	\$1,131,107.17	4%	, , , , , , , , , , , , , , , , , , , ,
Sep-15 Atrium Furniture			(\$1,783.57)
Jul-15 Art in the Atrium (Additional Insurance)			(\$5,000.00)
Jan-17 Youth Space Efficiency, Part 2			(\$9,293.55)
Jan-17 Space Needs Assessment: 2nd Floor			(\$5,690.00)
Mar-17 Building Maintenance (Interior Paint)			(\$24,391.45)
			(\$914.28) \$84,645.91 (\$46,158.57)
2016 31-Dec-15	\$1,153,308.00		
Allocation for 2016	\$1,188,188.96	4%	\$47,527.56 (average of 12/31/12, 12/31/13, 12/31/14 FMV)
Jan-17 Young Adult Shelving & Furniture			(\$7,158.40)
Jan-17 Migration to New Integrated Library System (ILS)			(\$39,842.00) revised anticipated expenditure
			\$527.16 \$85,173.06 (\$47,000.40)
2017 31-Dec-16	\$1,205,471.94		
Allocation for 2017	\$1,202,051.10	4%	\$48,082.04 (average of 12/31/13, 12/31/14, 12/31/15 FMV)
Selfchecks & eCommerce			(\$21,758.80) spent
Aug-17 HVAC Project			(\$9,000.00)
			\$17,323.24 \$102,496.31 (\$30,758.80)
2018 31-Dec-17	\$1,291,707.90		
Allocation for 2018	\$1,176,898.32	4%	\$47,075.93 (average of 12/31/14, 12/31/15, 12/31/16 FMV)
Circulation Desk Replacement			(\$16,189.00) spent
Safety Glass for the Upstairs Railing			(\$9,983.00) spent

	Co-Lab Construction			(\$38,445.92) spent
				(\$17,541.99) \$84,954.32 (\$64,617.92
201	9 31-Dec-18	\$1,179,619.76		
	Allocation for 2019	\$1,216,829.28	4%	\$48,673.17 (average of 12/31/15, 12/31/16, 12/31/17 F
	Furniture			(\$12,856.70) spent
	Mamava Nursing Pod			(\$15,700.00) spent
	Scooter			(\$1,650.00) spent
CANCEL	Library Carts			(\$2,500.00) cancelled
CANCEL	Canceled Library Carts			\$2,500.00 cancelled
	Miscellaneous (budgeted: \$7,000)*			(\$4,825.00) unspent
	Unspent anticipated programming requests			\$4,825.00 unspent
CANCEL	*Mamava Increase			(\$1,000.00) cancelled
CANCEL	*Mamava Increase			\$1,000.00 cancelled
	*Burgeon Group Addition			(\$2,175.00) spent
				\$16,291.47 \$101,245.79 (\$32,381.70
202	0 31-Dec-19	\$1,357,543.53		
	Allocation for 2020	\$1,225,599.87	4%	\$49,023.99 (average of 12/31/16, 12/31/17, 12/31/18 F
	No requests for 2020			
				\$49,023.99 \$150,269.79 \$0.00
202	1 31-Dec-20	\$1,493,993.61		_
	Allocation for 2021	\$1,276,290.40	4%	, , , , , , , , , , , , , , , , , , ,
	CIP Library Carpet Project 2021			(\$202,300.63) spent
	Reupholstery Project 2021			(\$8,670.00) spent
				(4
				(\$159,919.01) (\$9,649.23) (\$210,970.63
202	2 31-Dec-21	\$1,373,467.22		
	Allocation for 2022	\$1,343,718.97	4%	
	Privacy Room 2022			(\$5,752.00) spent
				\$47,006,76
202	3 31-Dec-22	\$1,105,713.14		\$47,996.76 \$38,347.53 (\$5,752.00
202	Allocation for 2023	\$1,408,334.79	4%	\$56,333.39 (average of 12/31/19, 12/31/20, 12/31/21 F
	,	71,400,004.70	770	700,000.00 (arc.age o. 12,01,10, 12,01,20, 12,01,21)

ENC Atrium Windows 2023 (\$17,500.00)
ENC Library Automated Materials Handler (\$103,000.00)

(\$64,166.61) (\$25,819.08) (\$120,500.00)

2023 31-Dec-22

Allocation for 2023 \$1,324,391.32 4% \$52,975.65 (average of 12/31/20, 12/31/21, 12/31/22 FMV)

\$52,975.65 \$27,156.58 \$0.00

Mentioned	Mentioned in Long Range Financial Plan			Amount				
PLAN	planning stage; no written request							
REQ	request has been written and submitted to Finance Committee, Library Board, Foundation Board for approval							
ENC	request has been approved by Library Board and Foundation Board							

The assets of this fund were received through a bequest under the Will of Kathryn L. Ray to "the Cedar Falls Community Foundation for the Cedar Falls Public Library." These funds shall be used solely to benefit the Library for purposes which include but are not limited to the preservation of the existing collection, building and enhancing the collection through the acquisition of new books, supporting special library programming, and capital projects that benefit the facility (but not for salaries or to support the regular operating budget of the Library).

Budget Year	Date	Fair Market Value	Percent to Spend	Earned/ (Expended)	Underspent / (Overspent) Annual	Total Underspent / (Overspent)	Expended
	5 4-Jan-05	\$305,046.74	4%	\$12,201.87		(0.1010)	Experiaca
	No distributions	,,,,,,,,,,		, ,			
					\$12,201.87	\$12,201.87	\$0.00
2006	31-Dec-05	\$384,261.42	4%	\$15,370.46			
Nov-06	Cedar Valley's Youth Read Project			(\$10,000.00)			
					\$5,370.46	\$17,572.33	(\$10,000.00)
2007	7 31-Dec-06	\$411,481.00	4%	\$16,459.24			
Aug-07	7 Cedar Valley's Youth Read Project			(\$3,000.00)			
Nov-07	7 Angela Ruggiero Hockey Program			(\$2,300.00)			
					\$11,159.24	\$28,731.57	(\$5,300.00)
2008	31-Dec-07	\$433,611.49	4%	\$17,344.46		_	
Aug-07	7 Cedar Valley's Youth Read Project			(\$4,000.00)			
Nov-07	7 The High Strung (YA Program)			(\$1,500.00)			
Nov-07	7 WiFi Computer Lab (1st Installment)			(\$6,000.00)			
-					\$5,844.46	\$34,576.03	(\$11,500.00)
2009	31-Dec-08	\$305,509.17	4%	\$12,220.37			
Apr-09	Cedar Valley's Youth Read Project			(\$4,850.00)			
Mar-09	Murder Mystery @ CFPL			(\$2,374.69)			
	Youth Summer Program Request			(\$4,790.40)			
	WiFi Computer Lab (2nd Installment)			(\$6,000.00)			
Nov-09	Poet Laureate: Mary Swander			(\$521.20)			
					(\$6,315.92)	\$28,260.10	(\$18,536.29)
2010	31-Dec-09	\$364,989.17					
	Allocation for 2010	\$383,533.89	4%	· ·	(average of 12/	31/06, 12/31/07	7, 12/31/08 FMV)
	Genealogy Month			(\$924.79)			
-	L Cedar Valley's Youth Read Project			(\$5,000.00)			
•	Murder Mystery 2010			(\$2,697.33)			
•	WiFi Computer Lab (3rd Installment)			(\$6,000.00)			
Oct-10	Geology Bus Trip			(\$1,019.00)			

Anticipated programming requests balance of \$10,000 budget			(\$358.88)			
2010 Unspent anticipated programming requests			\$358.88			
			,	(\$299.76)	\$27,960.34	(\$15,641.12)
2011 31-Dec-10	\$399,417.36					
Allocation for 2011	\$368,036.61	4%	\$14,721.46	(average of 12/3	1/07, 12/31/08	3, 12/31/09 FMV)
May-11 Genealogy Month			(\$725.67)			
May-11 Young Adult Author-In-Residence			(\$6,400.38)			
May-11 Cedar Valley's Youth Read Project			(\$4,079.66)			
May-12 Murdery Mystery 4			(\$2,031.35)			
Anticipated programming requests balance of \$15,000 budget			(\$1,762.94)			
2011 Unspent anticipated programming requests			\$1,762.94			
				\$1,484.40	\$29,444.74	(\$13,237.06)
2012 31-Dec-11	\$374,970.59					
Allocation for 2012	\$356,638.57	4%	\$14,265.54	(average of 12/3	3 <mark>1/08, 12/31/0</mark> 9), 12/31/10 FMV)
May-12 Cedar Valley's Youth Read Project			(\$4,520.00)			
Jun-13 Traveling Tales			(\$4,984.34)			
Other Library Programming/Projects (budgeted: \$20,000)*			(\$12,264.02)			
Unspent anticipated programming requests			\$12,264.02			
*Adult Winter Crafts (part of other library programming)			(\$1,050.00)			
*Genealogy Month (part of other library programming)			(\$396.40)			
*Circulating E-readers (part of other library programming)			(\$4,489.58)			
*Adult Winter Crafts (part of other library programming)			(\$1,800.00)			
				(\$2,974.78)	\$26,469.97	(\$17,240.32)
2013 31-Dec-12	\$406,434.22					
Allocation for 2013	\$379,792.37	4%	\$15,191.69	(average of 12/3	1/09, 12/31/10), 12/31/11 FMV)
May-13 Genealogy Month			(\$1,130.00)			
Jun-13 Cedar Valley's Youth Read Project			(\$3,515.00)			
May-13 Murder Mystery 5			(\$1,834.75)			
Jun-14 WCFSO Ensembles in Schools			(\$4,000.00)			

	Other Library Programming/Projects (budgeted: \$20,000)*			(\$15,501.47)			
	Unspent anticipated programming requests			\$15,501.47			
Nov-13	*Hunger Games (part of other library programming)			(\$2,063.82)			
Nov-13	*Cedar Valley of the Zombies (part of other library programming)			(\$830.00)			
Nov-13	*Author: Jennifer Chiaverini (part of other library programming)			(\$1,604.71)			
2014	24 Dec 42	Ć452 255 20			\$213.41	\$26,683.38	(\$14,978.28)
2014	31-Dec-13 Allocation for 2014	\$453,255.20 \$393,607.39	40/	ć1F 744 20	loverage of 12/	21/10 12/21/11	l, 12/31/12 FMV)
Apr 15	Cedar Valley's Youth Read Project	3333,007.33	4%	(\$3,228.41)	(average of 12/5	51/10, 12/51/11	L, 12/31/12 FIVIV)
-	Murder Mystery VI			(\$2,362.10)			
Juli 14	Other Library Programming/Projects (budgeted:						
	\$30,000)*			(\$24,017.33)			
	Unspent anticipated programming requests			\$24,017.33			
lum 14	*Genealogy Month (part of other library			/¢1 207 22\			
Jun-14	programming)			(\$1,287.32)			
Apr-15	*Portable Sound System (part of other library			(\$2,583.60)			
7.pr ±3	programming)			(72,303.00)			
Apr-15	*Geology Bus Trip (part of other library			(\$1,186.75)			
·	programming)			,			
Apr-15	*Matt de la Pena, Author (part of other library			(\$925.00)			
	programming)				\$4,171.12	\$30,854.50	(\$11,573.18)
2015	31-Dec-14	\$455,780.79				, ,	(, , ,
	Allocation for 2015	\$411,553.34	4%	\$16,462.13	(average of 12/3	31/11, 12/31/12	2, 12/31/13 FMV)
Jan-17	Summer Library Program			(\$21,165.35)			
Mar-15				(\$1,872.98)			
Jan-17	STEAM Events			(\$4,900.48)			
Jul-15	Wizard World ComiCon 2015 Bus Trip			(\$3,400.00)			
	Murder Mystery 2015			(\$500.00)			
	Other Library Programming/Projects (budgeted: \$25,000)*			(\$17,900.96)			
	Unspent anticipated programming requests			\$17,900.96	unspent		

Apr-15	*Bridge to Reading 2015 (part of other library programming)			(\$2,716.00)			
Sep-15	*Author: Bill Dedman (part of other library			(\$2,383.04)			
Jan-17	*WCF Symphony & Lollipop Concert (part of other library programming)			(\$2,000.00)			
					(\$22,475.72)	\$8,378.78	(\$38,937.85)
2016	31-Dec-15	\$436,067.00					
	Allocation for 2016	\$438,490.07	4%		(average of 12/3	1/12, 12/31/13	, 12/31/14 FMV)
	Murder Mystery 2016			(\$2,312.48)			
CANCEL	Youth Nooks			(\$2,600.00)			
	Canceled Youth Nooks			\$2,600.00			
	SummerFest 2016			(\$2,432.37)			
Jan-17	WCF Symphony & Lollipop Concert			(\$2,000.00)	spent		
					\$10,794.75	\$19,173.53	(\$6,744.85)
2017	31-Dec-16	\$451,378.20					
	Allocation for 2017	\$448,367.66	4%	\$17,934.71	(average of 12/3	1/13, 12/31/14	, 12/31/15 FMV)
Apr-18	LitCon 2017			(\$2,902.04)			
	Miscellaneous (budgeted: \$10,000)*			(\$3,216.21)	unspent		
	*Unspent Miscellaneous			\$3,216.21	unspent		
Apr-18	*WCF Symphony & Lollipop Concert (\$2,000-Part of Miscellaneous)			(\$2,000.00)	spent		
	*Traveling Tales 2017 (\$2,000-Part of Miscellaneous)			(\$710.07)	spent		
	*Laser Tag 2017 (\$3,500-Part of Miscellaneous)			(\$2,175.00)	spent		
	*Bridge to Reading (\$2,000-Part of Miscellaneous)			(\$1,898.72)	spent		
					\$8,248.88	\$27,422.41	(\$9,685.83)
2018	31-Dec-17	\$490,729.89					
	Allocation for 2018	\$447,742.00	4%	\$17,909.68	(average of 12/3	1/14, 12/31/15	, 12/31/16 FMV)
	LitCon 2018			(\$12,684.47)	spent		
	Murder Mystery 2018			(\$2,100.00)	spent		
	Miscellaneous (budgeted: \$10,000)*			(\$7,001.58) ι	unspent		
	*Unspent Miscellaneous			\$7,001.58	unspent		

	*1,000 Books B4 Kindergarten (\$2,500-Part of Miscellaneous)			(\$998.42)	spent		
	*WCF Symphony & Lollipop Concert (\$2,000-Part of Miscellaneous)			(\$2,000.00)	spent		
					\$126.79	\$27,549.20	(\$17,782.89)
201	9 31-Dec-18	\$443,402.04					
	Allocation for 2019	\$459,391.70	4%		-	31/15, 12/31/16	, 12/31/17 FMV)
	LitCon 2019			(\$10,592.29)	•		
	Miscellaneous (budgeted: \$4,000)*			(\$664.01)	·-		
	*Unspent Miscellaneous			\$664.01	unspent		
	*Adventure Pass Program (\$1,559-Part of Miscellaneous)			(\$1,559.00)	reimbursed		
	*Entrepreneurship Collection (\$2,000-Part of Miscellaneous)			(\$1,776.99)	spent		
	,				\$4,447.39	\$31,996.59	(\$13,928.28)
202	0 31-Dec-19	\$503,427.70					
	Allocation for 2020	\$461,836.71	4%	\$18,473.47	(average of 12/3	1/16, 12/31/17	, 12/31/18 FMV)
	Cedar Valley's Youth Read 2020			(\$2,313.59)	spent		
CANCEL	Library Murder Mystery XI			(\$3,000.00)	cancelled		
CANCEL	Library Murder Mystery XI			\$3,000.00	cancelled		
	Gardening/Seed programs & raised garden beds			(\$878.92)	spent		
CANCEL	2020 Waterloo/Cedar Falls Symphony Lollipop Concert			(\$1,500.00)	cancelled		
CANCEL	2020 Waterloo/Cedar Falls Symphony Lollipop Concert			\$1,500.00	cancelled		
	Miscellaneous (budgeted: \$6,600)*			(\$5,287.64)	unspent		
	*Unspent Miscellaneous			\$5,287.64	unspent		
	*Letter Writing Series 2020 (\$2,000-Part of Miscellaneous)			(\$1,312.36)	spent		
	,				\$13,968.60	\$45,965.18	(\$4,504.87)
202	1 31-Dec-20	\$533,108.47					
	Allocation for 2021	\$479,186.54	4%	\$19,167.46	(average of 12/3	3 <mark>1/17, 12/31/1</mark> 8	, 12/31/19 FMV)
	Adventure Pass Program 2021			(\$1,400.00)	spent		
	Bridge to Reading 2021			(\$3,064.00)	spent		
	Imagination Library 2021			(\$30,000.00)	spent		

				(\$15,296.54) \$30,668.65 (\$34,464.00)
20	22 31-Dec-21	\$586,789.86		
	Allocation for 2022	\$493,312.74	4%	\$19,732.51 (average of 12/31/18, 12/31/19, 12/31/20 FMV)
	Cedar Valley's Youth Read 2022			(\$10,000.00) spent
	Bridge to Reading 2022			(\$3,402.00) spent
				\$6,220.54
	22 24 D 22	Ć 425 CZE 0C		\$6,330.51 \$36,999.16 (\$13,402.00)
20	23 31-Dec-22	\$435,675.96		
	Allocation for 2023	\$541,108.68	4%	\$21,644.35 (average of 12/31/19, 12/31/20, 12/31/21 FMV)
ENC	Bridge to Reading 2023			(\$3,500.00)
ENC	Cedar Valley Children's Book Festival			(\$15,000.00)
ENC	Drive-up Book Return Replacement 2023			(\$3,100.00)
				\$44.35 \$37,043.50 (\$21,600.00)
20	24 31-Dec-23			
	Allocation for 2024	\$518,524.76	4%	\$20,740.99 (average of 12/31/20, 12/31/21, 12/31/22 FMV)

\$20,740.99 \$57,784.49 \$0.00

Mentione	Mentioned in Long Range Financial Plan			Amount				
PLAN	planning stage; no written request							
REQ	request has been written and submitted to Finance Committee, Library Board, Foundation Board for approval							
ENC	request has been approved by Library Board and Foundation Board							

The assets of this fund were received through a bequest under the Will of Shirley Berg to "the Cedar Falls Community Foundation for the Cedar Falls Public Library."

These funds shall be used solely to benefit the Library for purposes which include but are not limited to the preservation of the existing collection, building and enhancing the collection through the acquisition of new books, supporting special library programming, and capital projects that benefit the facility (but not for salaries or to support the regular operating budget of the Library).

Budget		Fair Market	Percent	Earned/	Underspent / (Overspent)	Total Underspent /	
Year	Date	Value	to Spend	(Expended)	Annual	(Overspent)	Expended
2008	8 31-May-08	\$653,896.21		\$0.00			
					\$0.00	\$0.00	\$0.00
2009	9 31-Dec-08	\$992,442.72	4%	\$39,697.71			
Nov-09	9 Jacquelyn Mitchard grant			(\$19,710.27)			
					\$19,987.44	\$19,987.44	(\$19,710.27)
2010	0 31-Dec-09	\$1,156,261.55	4%	\$46,250.46			
Jul-10	O YA Author Visit Sonya Sones			(\$4,252.00)			
Jan-11	1 Murder Mystery III			(\$1,916.81)			
2010	Anticipated programming requests balance of \$10,000 budget			(\$3,148.00)			
2010	O Unspent anticipated programming requests			\$3,148.00			
					\$40,081.65	\$60,069.09	(\$6,168.81)
2011	1 31-Dec-10	\$1,286,373.84	4%	\$51,454.95			
Mar-12	2 Audio Visual Collection Enhancement			(\$20,000.00)			
Mar-11	1 Chicago Bus Trip			(\$4,706.00)			
Mar-11	1 AAUW Author Kent Nerbum			(\$2,500.00)			
Apr-11	1 AAF&CS Author: Dan Buettner			(\$7,500.00)			
Mar-12	2 Harry Potter Program			(\$1,500.00)			
					\$15,248.95	\$75,318.04	(\$36,206.00)
2012	2 31-Dec-11	\$1,236,962.59					
	Allocation for 2012	\$1,145,026.04	4%	\$45,801.04	(average of 12/	<mark>/31/08, 12/31/0</mark> 9), 12/31/10 FMV)
Oct-13	3 Computer Classes			(\$8,000.00)			
Sep-12	2 Summer Library Programs			(\$10,330.15)			
May-13	3 Teen Room Computers			(\$6,559.11)			
May-13	3 Interactive Youth Stations (FOTL matching)			(\$15,000.00)			
	Other Library Programming (budgeted: \$10,000)*			(\$3,025.00)			
	Unspent anticipated programming requests			\$3,025.00			

May-12	*Kent Nerbum Visit (part of other library programming)			(\$2,500.00)			
Nov-12	*Drum Program (part of other library programming)			(\$1,475.00)			
May-13	*Youth Programming Enhancements (part of other library programming)			(\$3,000.00)	(\$1,063.22)	\$74,254.83	(\$46,864.26)
2013	31-Dec-12	\$1,351,861.27			, , , , , , , , , , , , , , , , , , ,		,
PLAN CANCEL Jun-13 Oct-13 Oct-13 Jun-13	Allocation for 2013 Young Adult Author Visit Young Adult Author Visit Newpaper Preservation Audio Visual Collection Enhancement Audio Visual Area Remodel Other Library Programming/Projects (budgeted: \$32,000)* Unspent anticipated programming requests *Cinco de Mayo (part of other library programming) *Summer Library Programs (part of other library programming) *Circulating E-readers (part of other library	\$1,226,532.66	4%	(\$15,000.00) \$15,000.00 (\$1,148.67) (\$29,945.43) (\$13,302.00) (\$12,312.36) \$12,312.36 (\$1,153.00) (\$8,082.00)	(average of 12/3	1/09, 12/31/10	, 12/31/11 FMV)
Nov-13	programming)			(\$4,427.40)			
Nov-13	*Chasing4Life (part of other library programming)			(\$6,025.24)			
					(\$15,022.43)	\$59,232.39	(\$64,083.74)
Jun-17 Jun-14	Allocation for 2014 Audio Visual Collection Enhancement (per year for 5 years, year 1 of 5) Cinco de Mayo Traveling Tales Summer Library Programs Other Library Programming/Projects (budgeted: \$20,000)* Unspent anticipated programming requests	\$1,460,435.78 \$1,291,732.57	4%	\$51,669.30 (\$1,000.00) (\$1,376.50) (\$3,894.33) (\$14,601.06) (\$4,418.96) \$4,418.96		1/10, 12/31/11	, 12/31/12 FMV)
	1			, , .==			

Apr-15	*Summer Library Program, Part 2 (part of other library programming)			(\$5,668.14)			
Apr-14	*Bridge to Reading Awards Kits (part of other library programming)			(\$2,122.49)			
Apr-14	library programming)			(\$1,400.00)			
Apr-14	programming)			(\$1,400.56)			
	*Author Visit by N.D. Wilson, actually Gary Schmidt (part of other library programming)			(\$4,989.85)	spent		
					\$15,216.37	\$74 <i>,</i> 448.76	(\$36,452.93)
2015	5 31-Dec-14	\$1,486,222.92					
	Allocation for 2015	\$1,349,753.21	4%	· ·	(average of 12/3	31/11, 12/31/12	, 12/31/13 FMV)
ENC	Meeting Room AV Upgrade (revised)			(\$17,000.00)			
	' Children's Literature Festival 2015			(\$6,200.29)			
Jun-15	Cedar Valley's Youth Read 2015			(\$6,075.00)			
	Audio Visual Collection Enhancement (year 2 of 5)			(\$18,695.67)	spent		
	Other Library Programming/Projects (budgeted: \$30,000)*			(\$7,600.02)			
	Unspent anticipated programming requests			\$7,600.02	unspent		
Aug-15	*Seed Savers Exchange Bus Trip (part of other library programming)			(\$1,374.00)			
Apr-15	*ReadSquared (Summer Program Software) (part of other library programming)			(\$1,575.00)			
	*Bike Friendly Library (part of other library programming)			(\$7,000.00)	reimbursed		
	*E-materials Promotion (part of other library programming)			(\$5,000.00)			
Mar-16	*Kent Nerburn, Author Visit (part of other library programming)			(\$3,200.00)			
Jun-15	*LittleBits & MakerCamp (part of other library programming)			(\$2,500.00)			
	*Purchasing Promotional Items, Including Building a Robot (part of other library programming)			(\$1,750.98)	spent		

			(\$16,380.81) \$58,067.95 (\$70,370.94)
2016 31-Dec-15	\$1,441,600.00		
Allocation for 2016	\$1,432,839.99	4%	\$57,313.60 (average of 12/31/12, 12/31/13, 12/31/14 FMV)
Audio Visual Collection Enhancement (year 3 of 5)			(\$6,980.09) spent
Apr-16 Cedar Valley's Youth Read 2016			(\$3,492.43)
Apr-16 Children's Literature Festival 2016			(\$8,205.72) (partially funded through Guernsey Foundation)
Youth Summer Library Program 2016			(\$20,520.25)
Jan-17 Adult Summer Library Program 2016			(\$1,712.49)
1,000 Books Before Kindergarten			(\$1,974.88)
STEAM Events			(\$3,208.87)
Cedar Falls Times Microfilm			(\$2,100.00) spent
Jan-17 LitCon 2016			(\$5,063.29)
Other Library Programming/Projects*			
			\$4,055.58 \$62,123.53 (\$53,258.02)
2017 31-Dec-16	\$1,498,375.10		_
Allocation for 2017	\$1,462,752.90	4%	\$58,510.12 (average of 12/31/13, 12/31/14, 12/31/15 FMV)
Jun-17 Audio Visual Collection Enhancement (per year for 5			(\$11,821.65) spent
years, year 4 of 5)			(40.000.00)
Mar-17 Murder Mystery 2017			(\$2,103.00) spent
Apr-17 Children's Book Festival 2017			(\$8,862.82) spent
Apr-17 Garth Stein (author, Book Club Bonanza)			(\$8,000.00) reimbursed
Apr-17 Cedar Valley Youth Reads 2017			(\$4,300.24) spent
Apr-17 SLP 2017			(\$25,000.00) reimbursed
MakerSpace Equipment			(\$10,216.46) spent
Apr-18 Library Furniture			(\$20,000.00) reimbursed
Apr-18 Ematerials			(\$9,980.15) spent
Miscellaneous (budgeted: \$5,000)*			(\$2,395.03) unspent
*Unspent Miscellaneous			\$2,395.03 unspent
*Virtual Reality Equipment (\$3,000-Part of			(\$1,604.97) spent
Miscellaneous)			
Apr-18 *Bridge to Reading (\$1,000-Part of Miscellaneous)			(\$1,000.00) spent
			(644.270.47) 647.744.26 6402.000.00
			(\$44,379.17) \$17,744.36 -\$102,889.29

	Allocation for 2018	\$1,475,399.34	4%	\$59,015.97 (average of 12/31/14, 12/31/15, 12/31/16 FMV)
	Audio Visual Collection Enhancement (per year for 5 years, year 5 of 5)			(\$8,178.35) spent
Apr-18	8 SLP 2018			(\$22,227.76) spent
Apr-18	8 Children's Book Festival			(\$7,796.79) spent
	Co-Lab Construction			(\$20,000.00) reimbursed
Apr-18	8 Library Furniture			(\$18,048.67) spent
·	Ematerials 2018			(\$10,000.00) spent
				(\$27,235.60) (\$9,491.24) (\$86,251.57)
2019	9 31-Dec-18	\$1,474,652.02		
	Allocation for 2019	\$1,538,934.75	4%	\$61,557.39 (average of 12/31/15, 12/31/16, 12/31/17 FMV)
	SLP 2019			(\$19,941.49) spent
	Harry Potter Programming			(\$3,074.79) spent
	Cedar Valley's Youth Read 2019			(\$2,295.87) spent
CANCEL	Library Branding			(\$8,000.00) cancelled
CANCEL	Canceled Library Branding			\$8,000.00 cancelled
ENC	Miscellaneous (budgeted: \$16,000)*			(\$1,607.75) unspent
	*Unspent Miscellaneous			\$1,607.75 unspent
ENC	*Bridge to Reading (\$3,500-Part of Miscellaneous)			(\$3,392.25) spent
	*Minecraft and Teen Nights (\$2,000-Part of Miscellaneous)			(\$2,000.00) spent
ENC	*Community Center Outreach (\$4,000-Part of Miscellaneous)			(\$4,000.00) spent
	*Downloadable Music (\$5,000-Part of Miscellaneous)			(\$5,000.00) spent
CANCEL	*Mamava Increase (\$1,000-Part of Miscellaneous)			(\$1,000.00) cancelled
CANCEL	*Mamava Increase (\$1,000-Part of Miscellaneous)			\$1,000.00 cancelled
				\$21,852.99 \$12,361.75 (\$39,704.40)
2020	0 31-Dec-19	\$1,615,901.53		
	Allocation for 2020	\$1,549,952.09	4%	\$61,998.08 (average of 12/31/16, 12/31/17, 12/31/18 FMV)
	2020 Summer Library Program			(\$11,830.59) spent

CANCEL CANCEL CANCEL CANCEL CANCEL	2020 Cedar Valley Children's Book Festival 2020 Cedar Valley Children's Book Festival 2020 Summer Fest 2020 Summer Fest 2020 Bridge to Reading Project Storywalk Storywalk Miscellaneous (budgeted: \$13,900)* *Unspent Miscellaneous			(\$11,000.00) cancelled (\$11,000.00) cancelled (\$3,500.00) cancelled \$3,500.00 cancelled (\$3,292.00) spent (\$7,000.00) cancelled \$7,000.00 cancelled (\$13,900.00) cancelled \$13,900.00 cancelled
				\$24,875.49 \$37,237.25 (\$37,122.59)
202	1 31-Dec-20	\$1,714,066.54		
	Allocation for 2021	\$1,589,127.56	4%	\$63,565.10 (average of 12/31/17, 12/31/18, 12/31/19 FMV)
	2021 Summer Library Program Storywalk 2021			(\$14,625.46) spent (\$8,292.34) spent
	Youth Browsing Bins			(\$62,994.60) spent
	Touth browsing bins			(\$02,554.00) spent
				(\$22,347.30) \$14,889.95 (\$85,912.40)
202	2 31-Dec-21	\$1,853,298.98		
	Allocation for 2022	\$1,601,540.03	4%	\$64,061.60 (average of 12/31/18, 12/31/19, 12/31/20 FMV)
	Adventure Pass 2022			(\$2,107.90) spent
	Summer Library Program 2022			(\$18,870.54) spent
	SummerFest 2022			(\$4,012.20) spent
ENC	Library Branding			(\$50,000.00)
				(\$10,929.04) \$3,960.91 (\$74,990.64)
202	3 31-Dec-22	\$1,409,285.61		
	Allocation for 2023	\$1,727,755.68	4%	\$69,110.23 (average of 12/31/19, 12/31/20, 12/31/21 FMV)
ENC	Adventure Pass 2023			(\$2,600.00)
ENC	Cedar Valley's Youth Read 2023			(\$11,000.00)
ENC	Summer Library Program 2023			(\$24,000.00)
ENC	Branding Rollout 2023			(\$30,000.00)
				\$1,510.23 \$5,471.14 (\$67,600.00)
202	4 31-Dec-23			
	Allocation for 2024	\$1,574,964.06	4%	\$62,998.56 (average of 12/31/20, 12/31/21, 12/31/22 FMV)

\$62,998.56 \$68,469.70 \$0.00

Mentione	d in Long Range Financial Plan	Year		Amount				
PLAN	planning stage; no written request	anning stage; no written request						
REQ	request has been written and submitted to Finance Co	mmittee, Library E	Board, Found	dation Board for	approval			
ENC	request has been approved by Library Board and Foundation Board							

Budget Year	Date	Fair Market Value	Percent to Spend	Earned/ (Expended)	Underspent / (Overspent) Annual	Total Underspent / (Overspent)	Expended
2012	2 2/15/2012 (original deposit)	\$43,841.56					-
	8/8/2012 (additional deposit)			\$310.30			
					\$310.30	\$310.30	\$0.00
2013	31-Dec-12	\$45,880.97	4%	\$1,835.24			
Feb-13	Beckman Estate (additional deposit)			\$171.43			
	Distribution for 2013			(\$483.90)			
Jun-13	Deposited distribution back into fund			\$483.90			
					\$2,006.67	\$2,316.97	\$0.00
2014	31-Dec-13	\$52,021.66	4%	\$2,080.87			
	Distribution for 2014			(\$1,702.91)			
May-14	Deposited distribution back into fund			\$1,702.91			
					\$2,080.87	\$4,397.84	\$0.00
2015	5 31-Dec-14	\$53,829.89	4%	\$2,153.20			
					\$2,153.20	\$6,551.03	\$0.00
2016	31-Dec-15	\$53,006.00	4%	\$2,120.24			
					\$2,120.24	\$8,671.27	\$0.00
2017	' 31-Dec-16	\$55,707.39	4%	\$2,228.30			
					\$2,228.30	\$10,899.57	\$0.00
2018	31-Dec-17	\$64,379.56	4%	\$2,575.18			
					\$2,575.18	\$13,474.75	\$0.00
2019	31-Dec-18	\$58,900.73	4%	\$2,356.03			
					\$2,356.03	\$15,830.78	\$0.00
2020	31-Dec-19	\$63,823.59	4%	\$2,552.94			

				\$2,552.94	\$18,383.72	\$0.00
2021 31-Dec-20	\$63,856.37	4%	\$2,554.25			
				\$2,554.25	\$20,937.98	\$0.00
2022 31-Dec-21	\$71,159.63	4%	\$2,846.39			
				\$2,846.39	\$23,784.36	\$0.00
2023 31-Dec-22	\$57,142.55	4%	\$2,285.70			
				\$2,285.70	\$26,070.06	\$0.00
2024 31-Dec-23		4%	\$0.00			
				\$0.00	\$26,070.06	\$0.00

Mentione	d in Long Range Financial Plan	Year		Amount			
PLAN	planning stage; no written request						
REQ	request has been written and submitted to Finance Cor	mmittee, Library E	Board, Found	dation Board for	approval		
ENC	request has been approved by Library Board and Foun	dation Board					

udget Year	Date	Fair Market Value	Percent to Spend	Earned/ (Expended)	Underspent / (Overspent) Annual	Total Underspent / (Overspent)	Expended
2021 31-Dec-20		\$70,468.56		\$70,468.56			
					\$70,468.56	\$70,468.56	\$0.00
2022 31-Dec-21		\$78,575.26		\$78,575.26			
Dolly Partor	n's Imagination Library			(\$10,000.00)	spent		
Youth Brow	sing Bins			(\$41,996.40)	spent		
					\$26,578.86	\$97,047.42	(\$51,996.40)
2023 31-Dec-22		\$16,277.34		\$16,277.34			
					\$16,277.34	\$113,324.76	\$0.00
2024 31-Dec-23				\$0.00			,
					\$0.00	\$113,324.76	\$0.00

Mentioned	d in Long Range Financial Plan	Year		Amount				
PLAN	planning stage; no written request							
REQ	request has been written and submitted to Finance Cor	mmittee, Library E	Board, Found	dation Board for	approval			
ENC	request has been approved by Library Board and Foundation Board							

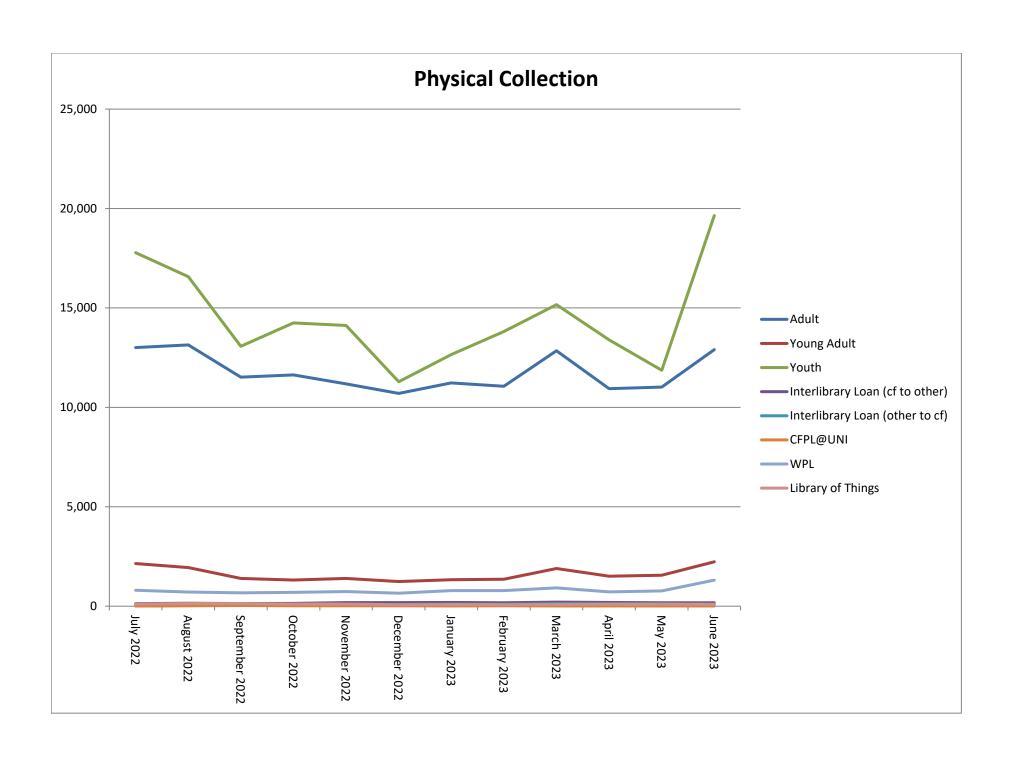
	23-Feb	23-Mar	23-Apr	23-May	23-Jun	FY23
Customer Count	12,287	14,855	13,935	12,644	17,867	160,681
Hours Open	241	278	260	270	266	3,111
·						•
Total Circulation	32,562	37,124	32,519	31,365	41,818	412,405
Adult	11,063	12,843	10,937	11,021	12,899	141,165
Young Adult	1,356	1,898	1,506	1,554	2,232	19,314
Youth	13,815	15,164	13,396	11,865	19,644	173,610
Interlibrary Loan (cf to other)	187	204	187	174	176	2,014
Interlibrary Loan (other to cf)	102	133	115	112	100	1,119
CFPL @UNI	16	10	12	11	10	185
WPL	785	917	719	768	1,310	9,559
Library of Things	77	86	100	100	90	1,191
Total Physical Circulation	26,234	29,905	25,839	24,440	34,775	334,089
Overdrive	4,624	5,322	4,782	4,975	5,233	57,337
Hoopla	675	753	824	993	892	8,494
Freegal Downloadable Music	1,029	1,144	1,074	957	918	12,485
Total eresource Circulation	6,328	7,219	6,680	6,925	7,043	78,316
County	338	387	283	201	471	3,955
Open Access	4,899	5,251	4,849	4,425	5,707	62,090
Reference Service	568	572	555	367	734	7,831
Reference Desk	213	224	207	116	249	3,707
Youth Desk	305	305	305	220	425	3,502
YA Desk	0	0	0	0	0	0
Circulation	50	43	43	31	60	622
Titles Added	714	609	773	754	567	7,287
Items Added	785	683	868	848	734	8,521
Items Withdrawn	844	317	168	244	169	5,251
Martin a Danie II.	07		0.5	00	0.4	0.10
Meeting Room Use	27 13	33	35 13	26	31	343
Conference Room		15 5		10 4	16 4	145 78
Meeting Room	7		10 12			
Co-Lab Room		13		12	11	120
YA/Youth Area	0	0	0	0	0	U
Youth Programs	41	40	53	13	20	AFO
Events/Programs					29	452 45 275
Event Attendance Outreach Services	750	1,575	1,263 4	268	3,807	15,375
	2	0		1		26
Outreach Attendance	90 25	21	170 16	32 8	154 10	892 193
Teacher Units	25	21	16	8	10	193

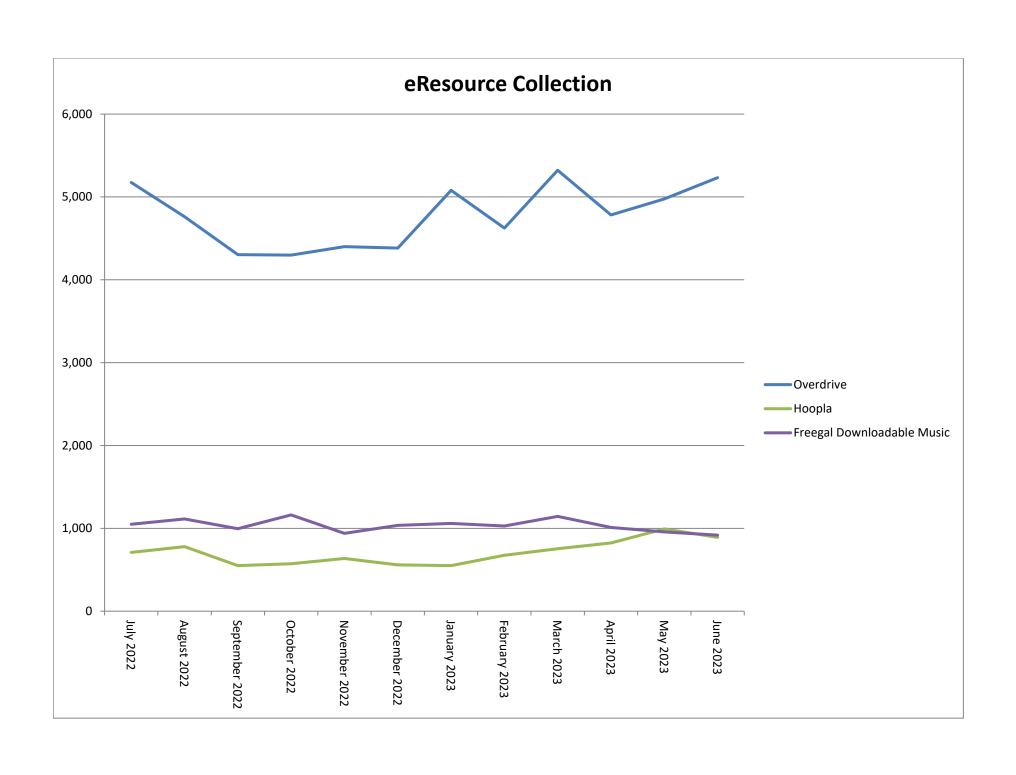
Adult Programs						
Outreach Services	4	5	4	6	5	64
Outreach Attendance	28	36	31	46	35	437
Library Attendance	133	183	309	169	125	1,333
Library Activities	5	6	11	8	13	78
Young Adult Programs						
Library Attendance	9	30	36	30	141	405
Library Activities	5	12	11	9	14	81
Computer Usage	1,193	1,231	1,167	1,103	1,742	19,659
Netbook/iPad Circulation	2	1	2	2	3	28

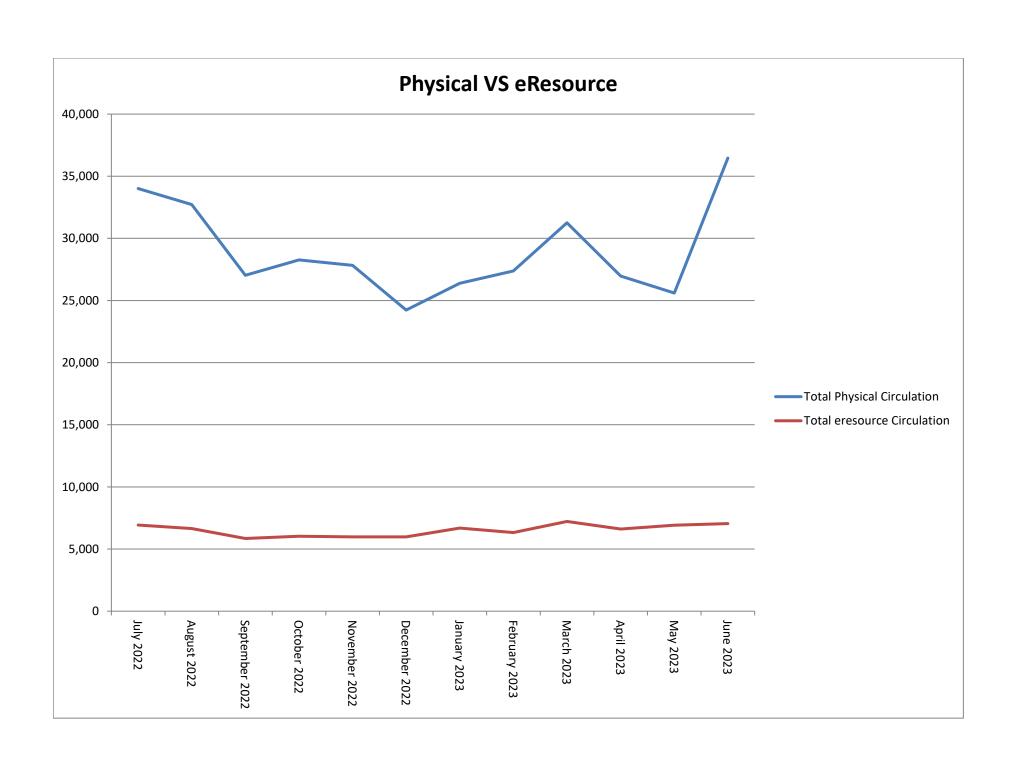
	22-Jun	23-Jun	23-May
Customer Count	16,450	17,867	12,644
Hours Open	268	266	270
Total Circulation	41,804	41,818	31,365
Adult	12,729	12,899	11,021
Young Adult	2,120	2,232	1,554
Youth	20,505	19,644	11,865
Interlibrary Loan (cf to other)	137	176	174
Interlibrary Loan (other to cf)	55	100	112
CFPL@UNI	8	10	11
WPL	789	1,310	768
Library of Things	112	90	100
Physical Circulation	35,354	34,775	24,440
Overdrive	4,863	5,233	4,975
Hoopla	627	892	993
Freegal Downloadable Music	960	918	957
ereources Circulation	6,450	7,043	6,925
County	489	471	201
Open Access	6,873	5,707	4,425
			·
Reference Service	982	734	367
Reference Desk	451	249	116
Youth Desk	459	425	220
YA Desk	0	0	0
Circulation	72	60	31
Titles Added	683	567	754
Items Added	816	734	848
Items Withdrawn	179	169	244
Meeting Room Use	30	31	26
Conference Room	14	16	10
Meeting Room	10	4	4
Co-Lab Room	6	11	12
YA/Youth Area	0	0	0
Youth Programs			
Events/Programs	61	29	13
Event Attendance	3,533	3,807	268
Outreach Services	7	2	1
Outreach Attendance	440	154	32
Teacher Units	4	10	8
1 0 0 0 0 1 0 1 0 1 0 1 0 1 0 1 0 1 0 1			

Adult Programs			
Outreach Services	7	5	6
Outreach Attendance	221	35	46
Library Attendance	488	125	169
Library Activities	10	13	8
Young Adult Programs			
Library Attendance	64	141	30
Library Activities	8	14	9
Computer Usage	2,069	1,742	1,103
Netbook/iPad Circulation	0	3	2

		Patron Count	
Date	Day of Week	Curbside	Building
7/1/2023	Saturday	0	500
7/2/2023	Sunday		183
7/3/2023	Monday	0	529
7/4/2023	Tuesday		
7/5/2023	Wednesday	0	824
7/6/2023	Thursday	0	543
7/7/2023	Friday	0	714
7/8/2023	Saturday	0	544
7/9/2023	Sunday		205
7/10/2023	Monday	0	752
7/11/2023	·	0	731
7/12/2023	Wednesday	0	854
7/13/2023	Thursday	1	604
7/14/2023	Friday	0	639
7/15/2023	Saturday	1	425
7/16/2023	Sunday		245
7/17/2023	Monday	0	758
7/18/2023	Tuesday	0	706
7/19/2023	Wednesday	0	685
7/20/2023	Thursday	0	609
7/21/2023	Friday	0	550
7/22/2023	Saturday	1	517
7/23/2023	Sunday		228
7/24/2023	Monday	0	742
7/25/2023	Tuesday	0	645
7/26/2023	Wednesday	0	733
7/27/2023	Thursday	0	505
7/28/2023	-		
7/29/2023	Saturday		
7/30/2023	Sunday		
7/31/2023	Monday		
	Total	3	14,970







CITY OF CEDAR FALLS, IOWA

GENERAL TERMS AND CONDITIONS

(CEDAR FALLS PUBLIC LIBRARY, WATERLOO PUBLIC LIBRARY, AND BYWATER SOLUTIONS/SERVICE AGREEMENT)

This Agreement is by and between <u>ByWater Solutions</u> ("Contractor") and the City of Cedar Falls, Iowa ("City"), and is to be effective on the date last signed by the Contractor or the City below.

1.0. Contractor's Services

- 1.1. Contractor's services shall consist only of the services and/or products provided or supplied by Contractor as defined in this Agreement and as listed in section 24.2. ("Services" or "Scope of Services")
- 1.2. Contractor shall not commence or perform any work outside the Scope of Services unless and until authorized in writing by the City. No changes to the Scope of Services shall be valid unless agreed to by both the Contractor and the City in writing. Any work performed or expenses incurred by the Contractor shall be conclusively presumed to be part of the Scope of Services unless a written change order covering such work, and the cost of such work, has been agreed to in advance. If section 24.2 includes provisions for contingent services, such services shall not be performed until written authorization is given by the City.
- 1.3. Contractor shall assign qualified and experienced personnel to perform the Services, and Contractor hereby warrants to the City that Contractor has sufficient experience and financial resources to complete the Services required by this Agreement. In the event that such particular personnel must be replaced, Contractor agrees to replace such particular personnel with persons of equivalent or better qualifications.
- 1.4. Contractor shall perform the Services in a timely manner and in accordance with any schedule set forth in section 24.2 The Contractor and the City agree that time is of the essence with respect to Contractor's performance under this Agreement.
- 1.5. Contractor warrants that its fulfillment of this Agreement will not infringe on or misappropriate the rights of any third party, and that the Contractor has the complete right and full authority to convey ownership of the Services to the City. Contractor shall obtain all required governmental and third-party licenses, approvals and permits for the provision of Services, at Contractor's cost.
- 1.6. The person signing this Agreement on behalf of the Contractor represents and warrants that the person has full and sufficient authority to execute this Agreement on behalf of the Contractor.

2.0. Compensation

- 2.1. All bids and prices shall be shown in U.S. Dollars. All prices must remain firm for the duration of this Agreement.
- 2.2. After inspection (if applicable) and acceptance by the City of Services, City shall pay Contractor in accordance with the payment terms set forth in section "24.3 Payment Terms". The maximum amount of all payments for Services shall be the amount set forth in section "24.3 Payment Terms". unless additional Services are agreed upon as set forth in Section 1.2, in which case the maximum amount of all payments shall be adjusted accordingly.
- 2.3. Following acceptance of Services by the City, payment shall be made to the Contractor within thirty (30) days of receipt of a proper invoice. The invoice shall include, at a minimum. The name and address of the Contractor, the invoice number, the date services were performed or goods were shipped, a general description of the services or goods, total amount to be paid, any discounts or credits, and the net amount to be paid. The invoice shall be mailed or emailed to the authorized representative of the City listed below, at the address listed below.
- 2.4. Expenses shall not be reimbursed to the Contractor unless specifically described in section "24.3 Payment Terms".

- 2.5. If services in addition to the Scope of Services are agreed upon as set forth in Section 1.2, Contractor must provide a separate invoice for such additional services before payment will be made.
- 2.6. If the City fails to make any payment when due to the Contractor, the Contractor may charge the City interest on the unpaid balance at the rate of 5% per annum until paid. In addition, Contractor may, after giving seven (7) days written notice to the City, suspend services under this Agreement until such unpaid balance is paid in full.
- 2.7. Notwithstanding anything to the contrary in this Agreement, the City may withhold payment to Contractor for faulty Services, or if the City is advised of liens or other claims against any Services, including products.
- 3.0. Taxes.
- 3.1. The City is exempt from all federal, State of Iowa, and other states' taxes on the purchase of products and services used by the City within the State of Iowa. The City shall provide tax exemption certification as required.
- 3.2. Any charges for taxes from which the City is exempt will be deducted from invoices before payment is made.
- 4.0. Ownership and Use of Documents
- 4.1. All Services to be provided under this Agreement, and any invention, improvement, discovery, or innovation (whether or not patentable) made, conceived or actually reduced to practice by Contractor in the performance of the Scope of Services in this Agreement will be owned exclusively by the City, including all proprietary and intellectual property rights. To the extent not automatically vested in the City, Contractor hereby assigns to the City all right, title and interest in and to the Services, including, without limitation, copyright, patent and trade secret rights. Upon the City's request, Contractor shall execute any additional documents necessary for the City to perfect such ownership rights.
- 4.2. Notwithstanding Section 4.1, Contractor retains ownership of its pre-existing and proprietary materials and other intellectual property that may be incorporated into the Services.
- 4.3. Copies of City furnished data that may be relied upon by Contractor are limited to the printed copies (also known as hard copies) that are delivered to the Contractor. Files in electronic media format of text, data, graphics, or of other formats that are furnished by the City to the Contractor are only for the convenience of the Contractor. Any conclusion or information obtained or derived from such electronic files will be at the Contractor's sole risk.
- 4.4. During the term of this Agreement and following completion or termination of the Agreement, the Contractor and any authorized Subcontractors shall maintain all accounting records and other documentation generated in providing Services under this Agreement. The City or its designee shall be allowed to have access to such information for the purpose of inspection, audit and copying during normal business hours for a period of five (5) years after the final payment by the City, termination of this Agreement, or resolution of all matters under this Agreement, whichever date is latest. No additional compensation shall be paid to Contractor for such retention or inspection by the City or designee.
- 5.0. Term and Termination.
- 5.1. The initial term of this Agreement shall commence on the effective date and end on 2/26/2029 unless earlier terminated under the terms of this Agreement. Renewal terms are listed in section 24.1. Term.
- 5.2 The City may terminate this Agreement at any time for its convenience by giving written notice to the Contractor of such termination and specifying the effective date of the termination, at least thirty (30) calendar days before the effective date of termination. In that event, all finished or unfinished Services, reports and materials prepared or furnished by the Contractor shall, at the option of the City, become the City's property. If the Agreement is terminated by the City as provided herein, the Contractor shall be paid for all Services which have been authorized, approved and provided up to the effective date of termination. The City will not be subject to any termination fees from the Contractor.
- 5.3. Either party may terminate this Agreement upon seven (7) calendar days written notice in the event that the other party fails to substantially perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

6.0. Warranties.

- 6.1. Contractor represents and warrants that Services shall be performed in a manner consistent with the standard of care of other professional service providers in a similar industry and application.
- 6.2. Contractor represents and warrants that products delivered as part of the Scope of Services, including each component, shall be free of defects and shall conform to the quality standards of the applicable industry and shall meet in all respects the requirements of the Scope of Services. If any defect or sign of deterioration is identified by the City within one year after delivery which is not due to the acts or omissions of the City, Contractor shall, within 30 days after notification by the City, at Contractor's expense, repair, adjust or replace such items to the complete satisfaction of the City.
- 6.3. Contractor shall be responsible for the quality, technical accuracy, completeness and coordination of all Services under this Agreement. Contractor shall promptly and without charge, provide all corrective work necessary as a result of Contractor's acts, errors or omissions with respect to the quality and accuracy of Contractor's Services.
- 6.4. Contractor shall be responsible for any and all damages to property or persons as a result of Contractor's acts, errors or omissions in performing the Services under this Agreement, and for any losses or costs to repair or remedy any Services undertaken by the City as a result of any such acts, errors or omissions.
- 6.5. Contractor's obligations shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either by the City or by the Contractor. None of the provisions of this Agreement shall be construed as a limitation on the City's right to seek recovery of damages it suffers as a result of Contractor's fault or breach.

7.0. Warranties - Intellectual Property.

- 7.1. Contractor represents and warrants that the Services produced or provided to the City do not infringe upon any copyright, trademark, trade name, trade dress patent, statutory, common law or any other right of any person or entity.
- 7.2. Contractor represents and warrants that the Services, and the City's use of the same, and the exercise by the City of the rights granted by this Agreement, shall not infringe upon any other work or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person or entity.
- 7.3. Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the Services contemplated by this Agreement.

8.0. Disputes.

- 8.1. Should any dispute arise with respect to this Agreement, the parties agree to act immediately to resolve such dispute. Time is of the essence in the resolution of disputes.
- 8.2. Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Agreement that are not affected by the dispute and the City shall continue to make payment for all Services that are performed in conformance with this Agreement. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed Services, without delay, any additional costs incurred by the City or the Contractor as a result of such failure to proceed shall be borne by the Contractor.
- 8.3. Should any dispute between the parties remain unresolved, the parties mutually agree to engage in mediation prior to the filing of suit by either party. The cost of mediation shall be divided equally between the parties except that each party shall be responsible for that party's own expenses and attorney fees associated with mediation. The City shall not engage in arbitration of any dispute.

9.0. <u>Indemnification and Hold Harmless.</u>

9.1. To the fullest extent permitted by law, Contractor (for purposes of this Section 9.0, includes employees, subcontractors, agents and others working on behalf of Contractor under this Agreement) agrees to defend (for all non-professional claims), indemnify, and hold harmless the City (for purposes of this Section 9.0 includes elected and appointed officials, employees, and agents working on behalf of the City) against any and all claims, demands, suits or loss, including any and all outlay and expense connected therewith, and for damages, which may be asserted, claimed or recovered against or from the City, including, but not limited to, damages arising by reason of personal

injury, including bodily injury or death, and property damage, which arises out of or is in any way connected or associated with the work and/or services provided by the Contractor to the City under this Agreement, to the extent caused by or arising out of the errors, omissions, negligent or intentional acts of the Contractor.

- 9.2. Contractor's duty of indemnification and to hold harmless includes, but is not limited to, Contractor's breach or alleged breach of the warranties found in Sections 6.0 and 7.0 above, and shall survive the termination of this Agreement. Such duty also includes damage, loss or injury to the City or City property.
- 9.3. Contractor expressly assumes full responsibility for loss, expense, damages or injuries which may result to the Contractor by reason of or in connection with the work and/or services provided by Contractor under this Agreement to the extent caused by or arising out of the errors, omissions, negligent or intentional acts of the Contractor.
- 9.4. It is specifically agreed between the parties that this Agreement is not intended to create in the public or any member of the public third party beneficiary status or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage.

10.0. Insurance.

Contractor shall at all times during the performance of this Agreement maintain insurance as set forth in Exhibit "A" unless this insurance requirement is waived by the City in this Section.

Insurance requirement waived:	(Signature and title of
authorized City employee or officer)	

The City may at any time during the term of this Agreement require proof of such insurance.

- 11.0. Compliance with Laws and Regulations.
- 11.1. Contractor certifies that in performing this Agreement it will comply with all applicable provisions of federal, state and local laws, ordinances, rules, licenses and regulations and shall make reasonable efforts to ensure that its employees, agents, subcontractors and others working on behalf of the Contractor under this Agreement do the same.
- 11.2. Contractor is responsible for determining which products are considered to be hazardous chemicals under applicable standards and to provide the most current Safety Data Sheet ("SDS") with the initial shipment of such chemicals. Failure by Contractor to do so may be considered by the City to be delivery of a defective product and its delivery may be refused. It is also the Contractor's responsibility to provide to the City any updated or revised SDS as it becomes available for any such hazardous chemicals sold and delivered to the City.

12.0. Independent Contractor.

Both parties shall act in their individual capacities in the performance of this Agreement and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other for any purpose whatsoever.

- 13.0. Non-Collusion.
- 13.1. Neither the Contractor, nor anyone acting on behalf of Contractor, has employed any person to solicit or procure this Agreement, nor will the Contractor make any payment or agreement for payment of any compensation in connection with the solicitation or procurement of this Agreement.
- 13.2. Contractor agrees that there is no agreement, arrangement or understanding expressed or implied, contemplating any division of compensation for Services provided under this Agreement, or in the participation in such Services, directly or indirectly, by any person or entity, except as provided in this Agreement.
- 13.3. Neither the Contractor, nor anyone acting on behalf of Contractor, has either directly or indirectly entered into any agreement, arrangement or understanding to collude or otherwise take any action in restraint of free competitive procurement in connection with this Agreement.
- 14.0. Nondiscrimination and Equal Opportunity.

- 14.1. Contractor will not discriminate against any employee or applicant for employment because of race, sex, color, creed, national origin, marital or familial status, religion, age, disability, sexual orientation, gender identity, genetic information or veteran status, or any other classification protected by federal, state, or local law, except where age or sex is an essential bona fide occupational requirement, or where disability is a bona fide occupational disqualification.
- 14.2. Contractor shall inform all subcontractors and agents performing under this Agreement of this nondiscrimination and equal opportunity requirement and shall take reasonable steps to ensure their compliance with the same.

15.0. No Conflict of Interest,

Contractor represents, warrants and covenants that no relationship exists or will exist during the term of this Agreement that is a conflict of interest under lowa law. No employee, officer or agent of the Contractor shall participate in the procurement or performance of this Agreement if a conflict of interest exists as to such person. Should a conflict of interest arise during the term of this Agreement for Contractor or any employee, officer or agent of Contractor, Contractor shall immediately notify the City, in which case this Agreement may be terminated and any excess costs incurred by the City due to such termination shall be paid by Contractor or deducted from any sums yet due to Contractor.

16.0. Force Majeure.

- 16.1. Force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act as such; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class or kind specifically named or referred to in this Agreement which is not within the reasonable control of the party affected. A delay in or failure of performance by either party shall not constitute a default in performance nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure.
- 16.2. The party who is prevented from performing by force majeure shall be obligated, within a period not to exceed fourteen (14) calendar days after the occurrence or detection of any such event, to provide notice to the other party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and shall remedy such cause as soon as reasonably possible, as mutually agreed between the parties.
- 16.3. If a remedy to an event of force majeure cannot be agreed upon within a reasonable amount of time, this Agreement may be terminated by either party.

17.0. Assignment.

No rights under this Agreement may be assigned or transferred by Contractor without the prior written consent of the City. The benefits of this Agreement may inure to Contractor's assigns, transferees, or successors in interest if approved by the City in writing in advance, and if such assignee, transferees or successors agree in writing to be bound by the terms of this Agreement.

18.0. Governing Law.

- 18.1. This Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of lowa, regardless of choice of law principles.
- 18.2. Venue for any dispute under this Agreement shall be the District Court in and for Black Hawk County, lowa.

19.0. <u>Discrepancy.</u>

In the event that there are any discrepancies or differences between any terms or conditions of the Contractor's bid or quote and this Agreement, this Agreement shall prevail, even if the Contractor's bid or quote is incorporated into this Agreement.

20.0 Public Record.

20.1. This Agreement as well as Contractor's bid or quote and all documents submitted with any such bid or quote shall become public documents subject to Iowa Code Chapter 22, the Iowa Open Records Law. By submitting the

bid or quote or any document to the City in connection with such bid or quote, the submitting party recognizes this and waives any claim against the City, its elected and appointed officers, and its employees, and agents working on behalf of the City, relating to the release of any bid or document submitted.

- 20.2. Each submitting party shall hold the City and its elected and appointed officers, and its employees, and agents working on behalf of the City, harmless from any claims arising from the release of any document or information made available to the City related to or arising from the bidding or quoting process.
- 20.3. Notwithstanding Sections 20.1 and 20.2, protection from disclosure may apply to those elements of any submittal that may be a trade secret, or confidential or proprietary information. Should the submitting party wish to designate submittals as such, they must be clearly and prominently marked. The City shall make no determination as to whether or not such documents are protected from disclosure under lowa Code Chapter 22. Rather, the City shall endeavor to notify the submitter of any request for such information and the submitter shall be solely responsible for asserting exemption from disclosure by obtaining a court order. As long as the City makes a good faith effort to notify the submitter of a request for such information, the City and the City's elected and appointed officers, the City's employees, and agents working on behalf of the City, shall not be liable for any damages resulting from such disclosure, whether such disclosure is deemed required by law, by an order of court or administrative agency, or occurs through inadvertence, mistake, or negligence.

21.0. Debarment.

- 21.1. Contractor hereby certifies, pursuant to 48 CFR Part 9, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal agency.
- 21.2. Contractor further certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracts with the City or with the State of Iowa.

22.0 Confidentiality of Shared Information.

No information shared between Contractor and the City in the performance of this Agreement shall be deemed confidential unless clearly designated as such in writing by the party seeking confidentiality at the time of sharing. If designated as confidential the parties agree to maintain the confidentiality of such information except as necessary for performance under this Agreement, unless or until written authorization for disclosure is given by the designating party, or as required by law, or by an order of a court or administrative agency. In the event of a dispute over the confidentiality of shared information, the parties agree to maintain the confidentiality of the designated information until the issue of confidentiality is resolved. The duty to maintain the confidentiality of such information shall survive the termination of this Agreement.

23.0. Entire Agreement.

- 23.1. This Agreement, and Exhibits, which are incorporated into this Agreement by this reference, contains the entire agreement and understanding by and between the parties with respect to the subject matter, and no representations, promises, agreements, or understandings, written or verbal, not contained in this Agreement, shall be of any force or effect.
- 23.2. No change, modification or waiver of this Agreement shall be valid or binding unless the same is in writing and signed by the party against whom such change, modification or waiver is sought to be enforced.

24.0. Additional Terms.

This is a joint contract with the Cedar Falls Public Library, the Waterloo Public Library, and ByWater Solutions.

24.1 Term and Renewal.

The service term shall be effective from 2/26, 2024 to 2/26 2029. Upon completion of this initial term, the Contract will renew for additional two-year terms. Either party must notify the other in writing sixty (60) days prior to the end of the then-current Term of their intention to modify or discontinue the Contract. Renewal Contract will reflect no more than a 4% increase to annual support and hosting costs. This contract will expire if not executed within 60 days of the effective date listed above.

24.2 Description of Services

- (a) Installation and Implementation of Koha Integrated Library System ("Koha"), including the initial migration of no more than 250,000 Bibliographic Records and all associated data to Koha. Records delivered that total more than the referenced Bibliographic record count will result in higher initial and ongoing fees.
 - (1) Data extraction from current legacy system is the responsibility of the Clients.
 - (2) Testing of initial migration is the responsibility of the Clients.
 - (3) OPAC customization will include application of Clients logos, preferred fonts and colors to ByWater template.
 - (4) Database size increases by more than 50% throughout the life of this Contract will result in pricing increases. All pricing increases will be agreed upon by all parties.
- (b) Installation and Implementation of the Aspen Discovery System ("Aspen"), including the customization and configuration of the public interface to meet the Clients' style guidelines.
 - (1) Implementation will include the integration with existing API connections for thirdparty systems free of charge
 - (2) Data extraction (if applicable) from current system is the responsibility of the Clients.
 - (3) Testing of initial installation is the responsibility of the Clients.
 - (4) Aspen enables the application of Clients logos, preferred fonts and colors interface.
- (c) Installation and configuration of the Metabase Community Edition Reporting System
 - (5) ByWater will configure Metabase with Clients' existing ByWater supported products.
 - (6) Testing of the installation and configuration is the responsibility of the Clients.
 - (7) Connections with third party products or data sources may carry additional one time and ongoing fees.
 - (8) Clients will have access to all feature and functionality available through the Metabase Community Edition
- (d) Terms regarding technical support for the Clients are as follows:
 - (1) Critical support will be available (24) hours per day, 7 days per week. Critical support includes system failure or complete loss of access to the Koha/Aspen system. Other support calls during hours in which the Clients' facility is closed will be addressed by level of importance; i.e. system failure dictates immediate response time, training questions will be addressed within 24 hours;
- (e) The support package will also cover software updates and Koha/Aspen enhancements that may be applicable to the Clients.
- (f) Hosting for the Clients' data will be located in a remote cloud, and Service providers may change at any time, at the absolute and sole discretion of ByWater. ByWater will not be responsible for force majeure events including natural disasters and communication line failures that may cause data corruption. Hosting services will include separate test servers for Koha and Aspen for the purposes of testing and development. ByWater will update test servers will production data on a periodic basis to be agreed upon between the Clients and ByWater.
- (g) Training is required and will be provided for a minimum of three (3) days onsite or via webinar. Onsite training will include one educator for up to 40 participants per session. Additional

training will be provided upon request of Clients. Clients not previously using Koha as the library's primary ILS must receive training.

24.3. Payment Terms.

Installation, Migra	tion, Training	
Invoiced upon signing		
Koha installation/data migration	\$22,600.00	
Aspen installation/configuration	\$10,000.00	
Metabase installation/configuration	\$2,500.00	
Onsite/Webinar training (Koha, Aspen, Metabase)	\$8,200.00	
TOTAL invoiced upon signing	\$43,300.00	
Annual Support	and Hosting	
Due on or before <u>2/26</u> of each year beginning on <u>2/26/</u>	2024	
Koha annual support and hosting fee	\$16,560.00	
Aspen annual support and hosting fee	\$7,500.00	
Koha and Aspen Test Servers	\$4,000.00	
Metabase annual support and hosting fee	\$2,000.00	
TOTAL due on or before 2/26 of each year	\$30,060.00	

25.0. Notices.

Email: director@cedarfallslibrary.org

Any notice required to be given under this Agreement and any authorization required to be provided shall be given or provided to:

City: Contractor:

Name: Kelly Stern Name: Cindy Norman

Title: Library Director Title: Business Manager

Address: Cedar Falls Public Library Address: PO Box 1346

524 Main St., Cedar Falls, IA 50613 Santa Barbara, CA 93102

Telephone: 319-268-5541 Telephone: 888-900-8944

Telephone. 910 200 0041

In Witness Whereof, the City and the Contractor have caused this Agreement to be executed as of the last date listed below.

Email: cindy@bywatersolutions.com

CONTRACTOR BYWATER SOLUTIONS LLC Its: Nathan A Curulla, CRO Date: 7/27/2023 CITY OF CEDAR FALLS, IOWA Robert M. Green, Mayor Attest: Jacqueline Danielsen, MMC, City Clerk WATERLOO PUBLIC LIBRARY A, Ectror Date: 7/27/2023

Exhibit A INSURANCE REQUIREMENTS FOR GOODS & SERVICES FOR THE CITY OF CEDAR FALLS

*** This document outlines the insurance requirements for all Contractors who perform work for the City of Cedar Falls. The term "contractor" as used in this document shall be defined as any person or entity that will be performing work for the City of Cedar Falls under contract.

All policies of insurance required hereunder shall be with an insurer authorized by law to do business in lowa. All insurance policies shall be issued by companies satisfactory to the City and have a rating of A-, VII or better in the current A.M. Best Rating Guide.

The Contractor shall obtain and maintain through the term of the Agreement, insurance with the terms set forth in this Exhibit and with limits of coverage equal to or in excess of those set forth on Pages 2-3 of this Exhibit. By requiring the insurance as set forth in this Exhibit the City does not represent that coverage or limits will necessarily be adequate to protect Contractor's interests and such coverage and limits shall not be deemed a limitation on Contractor's liability under the Agreement or under the indemnity provisions of this Exhibit. The City shall have the right at any time to require liability insurance with greater coverage than that otherwise specified herein.

Coverage shall be written on an occurrence, not claims made form. All deviations or exclusions from the standard ISO commercial general liability form CG 001 shall be clearly identified and shall be subject to the review and approval of the City.

Contractor shall maintain ongoing Commercial General Liability coverage for at least 2 years following substantial completion of the work, under the Agreement, to cover liability arising from the products-completed operations hazard and liability assumed under an insured contract.

Separation of Insured's Provision: If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

Certificate of Insurance: Contractor shall furnish a signed Certificate of Insurance, with accompanying endorsements, to the City of Cedar Falls, Iowa for the coverage required herein. See Pages 3-4 of this Exhibit.

Upon request by the City, Contractor shall provide Certificates of Insurance for all subcontractors and sub-sub-contractors who perform work or services pursuant to the provisions of the Agreement.

All Certificates of Insurance required hereunder shall include the Cancellation & Material Changes Endorsement.

Termination: Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Cedar Falls. Failure of the Contractor to obtain or maintain the required insurance shall be considered a material breach of the Agreement, and at City's option, shall allow City to terminate the Agreement for cause and/or purchase said insurance at Contractor's expense.

Insurance Limits

Commercial General Liability

The City shall be named as Additional Insured on a primary and non-contributory basis. The policy will include waiver of subrogation endorsement in favor of the City of Cedar Falls.

Each Occurrence	\$1,000,000
Fire Damage (any one occurrence)	\$100,000
Medical Payments	\$5,000
Personal & Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	\$2,000,000

Required Endorsements - sample endorsements Pages 3-4 of this Exhibit		
Blanket or Scheduled Additional Insured Owners, Lessees or Contractors - Scheduled Person or Organization	CG 20 10 12 19 or Equivalent	
Additional Insured - Owners, Lessees or Contractors - Completed Operations	CG 20 37 12 19 or Equivalent	
Governmental Immunity (Nonwaiver of Government Immunity – Code of Iowa §670.4)	Equivalent to sample on Page 4 of this Exhibit.	
Designated Construction Project(S) General Aggregate Limit (if applicable)	CG 25 03 05 09 or Equivalent	

Automobile Liability

Coverage is required for non-owned and hired vehicles if the Contractor does not own any vehicles. The City shall be named as Additional Insured on a primary and non-contributory basis. The policy will include waiver of subrogation endorsement in favor of the City of Cedar Falls.

Bodily Injury & Property Damage (each accident)	\$1,000,000 (CSL)
Hired & Non-Owned Autos	If required

Workers' Compensation and Employer's Liability

As required by any applicable law or regulation. The policy will include waiver of subrogation endorsement in favor of the City of Cedar Falls.

Workers' Compensation	Statutory Limits
Bodily Injury Each Accident	\$500,000
Bodily Injury by Disease Policy Limit	\$500,000
Bodily Injury by Disease Each Employee	\$500,000

Umbrella/Excess Liability

If the umbrella/excess is not written on a follow form basis it shall have the same endorsement as required of the primary policies including but not limited to additional insured on a primary and non-contributory, and waiver of subrogation endorsement in favor of the City of Cedar Falls.

Each Occurrence	\$3,000,000
Aggregate	\$3,000,000

Errors & Omissions/Professional Liability

If the Agreement's scope of services includes design work or other professional consultation services, then Contractor shall maintain insurance coverage for errors, omissions and other negligent acts or omissions (except for intentional acts or omissions), arising out of the professional services performed by Contractor.

Contractor shall maintain continuous Errors & Omissions coverage for a period commencing no later than the date of the Agreement, and continuing for a period of no less than 2 years from the date of completion of all work completed or services performed under the Agreement.

Each Occurrence	\$1,000,000

ENDORSEMENTS:

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (Waiver of Subrogation Endorsement)

To the extent permitted by law, Contractor hereby releases the City of Cedar Falls, Iowa, its elected and appointed officials, its directors, employees, and agents working on behalf of the City of Cedar Falls, Iowa, from and against any and all liability or responsibility to the Contractor or anyone claiming through or under the Contractor by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other casualty and for any loss due to bodily injury to Contractor's employees. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of the Agreement or arising out of the work performed under the Agreement. The Contractor's policies of insurance (except for Professional Liability) shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of the Contractor to recover thereunder.

CANCELLATION AND MATERIAL CHANGES ENDORSEMENT

Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: Risk Management Office, City of Cedar Falls, City Hall, 220 Clay Street, Cedar Falls, Iowa 50613. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached. Contractor agrees to furnish the City with 30 days advance written notice of cancellation, non-renewal, reduction in coverage and/or limits, and 10 days advance written notice of non-payment of premium.

ADDITIONAL INSURED ENDORSEMENT

The City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees, all its boards, commissions and/or authorities and their board members, are included as Additional Insureds, including ongoing operations CG 20 10 12 19 or equivalent, and completed operations CG 20 37 12 19 or equivalent.

This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess.

GOVERNMENTAL IMMUNITIES ENDORSEMENT (For use when *including* the City as an Additional Insured)

- 1. <u>Nonwaiver of Government Immunity</u>. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Cedar Falls, lowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Cedar Falls, lowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
- 2. <u>Claims Coverage</u>. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of lowa Section 670.4 as it now exists and as it may be amended from time to time.
- 3. <u>Assertion of Government Immunity</u>. The City of Cedar Falls, lowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the City of Cedar Falls, lowa,
- 4. <u>Non-Denial of Coverage</u>. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Cedar Falls, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Cedar Falls, Iowa.
- 5. <u>No Other Change in Policy</u>. The insurance carrier and the City of Cedar Falls, Iowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.