Bertha Bartlett Public Library

Board Meeting-

Join Zoom Meeting

https://us02web.zoom.us/j/83666881293?pwd=aitPN3INdzISeUx0L3dmR1YrdUhRUT09

Meeting ID: 836 6688 1293 Passcode: 552502 Thursday, February 25, 2021 6:00 p.m.

Opening of Meeting: Chris Feil, President

Approve Agenda: Additions or alterations

Approval of Minutes

Citizens' Appearance:

Board Training –

Treasurer's Report: Duane Fournier -

P& L ExpensesFebruary bills

Circulation Report: Duane Fournier

Correspondence/Communications:

Gilbert Update

New Business:

- Meet with Gary Landhauser, Novak Architects
- Aureon contract up this spring
- Appointments
- Concrete sidewalks − ½ inch to ¾ inch gaps
- Furnace replacement see proposals

Old Business:

- Update on progress with Insignia software for automation
 - Software upgrade for Server (Microsoft SQL)
- Update on Baker & Taylor program for recycling/reselling withdrawn books

Adjournment: Next meeting: Thursday, March 25, 6 p.m.

Staff Report

February 2021

February has been just as quiet as January at the library, partly due to the snowfall and frigid temperatures. Our checkouts have been consistently low, and patrons are beginning to get weary of the appointments,

Most of you know we lost a furnace for the office areas just as the temperatures hit record lows. The other furnaces have continued to keep us warm enough and I have to say after talking with Gary Landhauser, I was thankful that our system for heating and cooling does NOT depend on just one unit. The building has remained comfortable and we are doing fine with the reduced unit. I have obtained quotes from two companies: Converse Convection Air, who does the annual furnace check and O'Connor Heating and Cooling. The Converse quote is for a unit from Trane, which would match the other one housed in the same area. The second quote from O'Connor is for a Ruud unit. The cost difference is about \$700. I don't know much about furnaces, and not sure how to compare these, so these will be attached in your packet for discussion.

Landhauser actually said using multiple systems allowed us to continue to keep our building cooled or heated in the event one had failed. This was an excellent example of how we were able to keep the main library comfortable even with one unit out of commission. He will be zooming into our discussion during the board meeting tonight to allow us to have a preliminary discussion with him, and place him on the list of potential architectural firms. He was new on staff with Novak when our existing building was designed, but has access to their files and records. And he seemed less inclined to need to reinvent the library building than some others.

We will be giving notice to Aureon for their Internet services soon, continuing with their phone service. Stratford Telephone is already in place. We have had trouble changing our telephone voicemail message, a product purchased through American Business Phones. We have made multiple attempts, with no luck in changing the messages. We did not pay for the \$400 annual maintenance agreement, so we might have a hefty bill to get this fixed.

Shelly and Caitlin have helped me get started with the Baker & Taylor Sustainable Shelves program, which is allowing us to send back books we have withdrawn, some for resale, others for recycling. We will retain some for our booksale room, but the vast majority will probably be going to one of the two locations. There is no cost to send the materials, and we have thus sent back 10 boxes, earning \$150 toward our book budget.

The Insignia Software Corporation people will begin to analyze our data and begin the conversion the day after our board meeting if the contract is signed and approved by the board for payment. The initial payment is \$4,000, not \$5,000 as I reported last month, I had forgotten my initial discussion asked if the cost could be reduced. They have checked our existing servers and noted that the Server that houses the library files (not the database for Alexandria) would be the best machine to use for their software. They are also going to provide software for the server, Microsoft SQL and install it on our server (remotely) for us, saving us some money. I'm pondering if we should move our data files away from this server and onto the Alex server when we are ready.

I'm considering the need to bring Craig McLanahan back in during this process to make his own recommendations how to prepare for this switchover. He has traditionally been our go-to person for anything related to our servers.

Bertha Bartlett Public Library Board Meeting

Thursday, January 28, 2021 6:00pm Meeting held via Zoom

Present: Chris Feil, Lynn Cummings, Matt Emerson, Duane Fournier, Teri, Mary Kay Solberg, Jessica Hensch (Secretary) and Kolleen Taylor (Director).

Called to Order: President Feil calls the meeting to order at 6:06p

Changes to and approval of the Agenda:

No additions

Approval of Minutes:

Motion to approve the December 2020 minutes by Fournier, seconded by Hensch, approved unanimously.

Citizen's Appearance:

None

Board Training: Tabled until February Meeting

Treasurer's Report

P and L:

Story City: Overall, budget is going well. 61% remaining with 50% of the budget year completed. Online databases is 7% over budget, but that is completed for the year.

Gilbert: 59% remaining. Insurance costs have only 29% left and will probably go over due to increases, but other areas are under budget.

September Bills:

There was a bill for 509 Broad, but not for the library itself. Taylor reports this bill is going directly to City Hall. It has been requested to be sent to Taylor each month. Likely around \$180 for 503 Broad. When bills are approved, will need to approve an additional Black Hills Energy bills.

Baker and Taylor, bills were sent from July and September of 2020. What happened? – Taylor reports that the bill was misplaced when the items were received.

Fournier makes motion to approve the bills and Cummings seconds. This motion includes the paying of the upcoming Black Hills Energy bill not yet received from City Hall.

Circulation:

YA holding strong. Other circulation has decreased across the board.

Patrons are calling sometimes from their vehicles ensuring it is okay for them to come in. Taylor says they have been asking some people to leave and come back the next day.

Gilbert is increased!

Correspondence/Communications:

Received two checks this month in honor of someone who doesn't live in Story City, but her son does.

Gilbert Update -

Teri reports there is another writing workshop scheduled for next month. Teri thinks it might be the third one that has happened.

Maria asked that the ramp could be cleared off as the sidewalk person didn't do the ramp. A person from the City of Gilbert came and did it for the library.

Taylor reports the Gilbert location has been doing well. There are some patrons from the Ames library coming to the Gilbert library since that one has closed often.

The staff at the library is also partially responsible for how well the site is doing.

New Business

New Baker & Taylor book recycling program

- Taylor reports that this company will take a list of the library's weeded books and they will either take them back or recycle them.
- Used to have a chance at different sales to empty out the sale room each year, but since those aren't happening, this company will buy some back and will offer a credit for future purchases.
- Will take some additional staff time.
- Fournier questions what the accounting will look like for these credits.
- Fournier makes the motion to proceed with the book recycling program. Hensch seconds. Approved unanimously.

Novak Design Group

This is the original architect for the current library building. Taylor reports that she had a great feeling after the meeting she had. She asks that they be put in the consideration for the contract.

Old Business

Different Automation Systems and Costs:

- Polaris \$25,000 Annual Fee, annual fee shocked Taylor, so didn't go any further
- o Insignia \$2,000 Annual Fee, \$5,000 first year setup all services and training included

- Koha \$2,640 Annual fee, \$11,690 first year setup (open source)
- Apollo \$2,600* Annual Fee, \$4,550 first year setup -

**Additional fees for texting, color book jacket images and auto calling. . . up to \$930 more per year.

Current system, titles aren't really available when they appear available.

Denise and Taylor have been talking to the above companies. They eliminated Koha due to the setup fees. Insignia looks to be the best value.

Fournier asks if formal proposals have been received. Taylor reports that she has seen demos.

Fourier asks why the Libby/Bridges is no longer working. Taylor reports that some numbers didn't make the transfer.

Cummings asks whether or not the setup fee could be a capital request to the city since it is a one-time charge. Solberg reports that she is unsure, but it should be asked.

Taylor will get a final proposal next week when she talks to the sales rep again.

Emerson asks if there is any additional infrastructure items that would be needed. Taylor said she would talk to the sales rep about that issue.

Adjournment: Motion to adjourn Fournier, second Cummings. Approved unanimously at 6:49p.

Next Meeting: Thursday, February 25th at 6pm.

Jessica Hensch, Secretary Board of Trustees

Bertha Bartlett Public Library Cash Flow January 2021

Acct #	Story City Expenses		2020-2021 Budget	<u>N</u>	Nonth to date	<u>,</u>	<u> (ear to date</u>		Budget remaining	% of funds Remaining
001-4410-6010	Salaries: Full Time	\$	48,500.00	\$	3,484.96	\$	26,137.25	\$	22,362.75	46.11%
001-4410-6020	Salaries: Part-time	\$	59,750.00	\$	3,125.98	\$	25,108.80	\$	34,641.20	57.98%
001-4410-6110	FICA/Medicare	\$	8,280.00	\$	493.65	\$	3,837.31	\$	4,442.69	53.66%
001-4410-6130	IPERS	\$	10,220.00	\$	624.09	\$	4,840.92	\$	5,379.08	52.63%
001-4410-6150	Insurance - Group Health	\$	4,800.00	\$	423.01	\$	2,814.97	\$	1,985.03	41.35%
001-4410-6230	Travel/Training	\$	1,300.00	\$	-	\$	255.91	\$	1,044.09	80.31%
001-4410-6320	Building/Grounds	\$	9,050.00	\$	280.03	\$	1,479.20	\$	7,570.80	83.66%
001-4410-6350	Equipment repair/Maint.	\$	-			· ·	,	'	,	
001-4410-6371	Utilities	\$	1,900.00	\$	213.09	\$	876.49	\$	1,023.51	53.87%
001-4410-6373	Telephone	\$	4,800.00	\$	405.23	\$	2,796.96	\$	2,003.04	41.73%
001-4410-6408	Insurance-General	\$	2,100.00	\$	-	\$	165.00	\$	1,935.00	92.14%
001-4410-6490	Professional Services	\$	2,000.00	\$	-	\$	1,035.00		965.00	48.25%
001-4410-6499	Miscellaneous	Ė	,	1			,			
001-4410-6500	Programming	\$	2,500.00	\$	175.35	\$	710.13	\$	1,789.87	71.59%
001-4410-6501	Building Supplies	\$	800.00	\$	11.90	\$	208.55	\$	591.45	73.93%
001-4410-6502	Technology	\$	3,000.00	\$	_	\$	390.06	\$	2,609.94	87.00%
001-4410-6505	Cataloging Supplies	\$	1,500.00	\$	99.11	\$	116.06	\$	1,383.94	92.26%
001-4410-6506	Office Supplies	\$	2,500.00	\$	28.14	\$	970.80	\$	1,529.20	61.17%
001-4410-6507	Misc. Operating supplies	\$	200.00	\$	-	\$	-	\$	200.00	100.00%
001-4410-6727	Capital Equipment	\$	-	T		1 *		т.		
001-4410-6508	Petty Cash/Postage	\$	800.00	\$	_	\$	_	\$	800.00	100.00%
001-4410-6770	Magazines	\$	1,500.00	\$	_	\$	1,021.38	\$	478.62	31.91%
001-4410-6771	Audio	\$	1,000.00	\$	_	\$	13.50	\$	986.50	98.65%
001-4410-6772	Books (+\$5000)	\$	12,000.00	\$	1,448.43	\$	6,974.20	\$	5,025.80	41.88%
001-4410-6773	Video	\$	1,000.00	\$	17.96	\$	460.39	\$	539.61	53.96%
001-4410-6774	Online Databases	\$	1,000.00	\$	-	\$	1,074.22	\$	(74.22)	-7.42%
			180,500.00	\$	10,830.93	\$	81,287.10		99,212.90	54.97%
Deposits to: **		Ť		_		7	0=,=07.1=0	Ť	00,111.00	0 1.0770
001-4410-1-4580	General Fund	\$	4,000.00	\$	(145.50)	\$	(1,038.65)	\$	(2,961.35)	-74.03%
001-4410-1-4470	General Fund	\$	23,000.00	\$	-	\$	(17,649.45)		(5,350.55)	-23.26%
031-4410-2-4705	Donations	\$	-	\$	(150.00)		(540.00)		540.00	0.00%
031-4410-4-4300	Interest on Deposits	\$	_	\$	(134.52)	\$	(2,552.52)		2,552.52	0.00%
001 1110 1 1000	Total Deposits	Υ		\$	(430.02)	\$	(21,780.62)	7	2,002.02	0.0070
D. Truck Const.	Opposits /Polones									
	Deposits/Balance	۲	222 250 74	-	1E / E / C / C	Ċ	222 005 27	-		
	Trust in General Fund	٦	332,259.71		1545.66	Ş	333,805.37	-		
031-4410-2-4404	Local Grant	_	2 070 04		100	۲	2 002 70	-		
024 0050 4 4225	ASB Savings Account	\$	2,078.84		4.86		2,083.70	_		
031-0950-4-4300	Interest (CD's)	\$	210,000.00	<u> </u>		\$	210,000.00			
031-4410-4-4799	Misc. Receipts	\$	-			\$	545,889.07			
Library Trust Expen	ses					۲	343,883.07			
031-4410-6230	Travel & Training									
031-4410-6320	Building & Grounds									
031-4410-6490	Professional Services									
031-4410-6507	Misc. Operating	\$	-							
031-4410-6727	Capital Equipment	ŕ								
031-4410-6672	Books									
031-4410-6798	Capital Project									
	Total Library Trust Exp									
						_		⊢		

Bertha Bartlett Public Library Cash Flow January 2021

						Budget	% of funds
Acct #	Gilbert Expenses	<u>Budget</u>	<u>Monthly</u>	<u>YTD</u>	<u>r</u>	<u>emaining</u>	Remaining
033-4410-6010	Salaries, Full-time	\$ 15,900.00	1161.64	8712.25		7187.75	45.21
033-4410-6020	Salaries, Part-time	\$ 14,925.00	790.77	6903.06		8021.94	53.75
033-4410-6110	FICA & Medicare	\$ 2,360.00	145.31	1166.74		1193.26	50.56
033-4410-6130	IPERS	\$ 2,910.00	184.28	1473.94		1436.06	49.35
033-4410-6150	Insurance,	\$ 1,600.00	211.62	1345.64		254.36	15.9
033-4410-6230	Travel & Training	\$ 700.00	0	117.76		582.24	83.18
033-4410-6408	Insurance, General	\$ 500.00	\$ -	\$ -	\$	500.00	100.00%
033-4410-6490	Professional Services	\$ 200.00	\$ -	\$ -	\$	200.00	100%
033-4410-6500	Programming	\$ 1,000.00	\$ 55.62	\$ 314.42	\$	685.58	68.56%
033-4410-6502	Technology	\$ 500.00	\$ -	\$ -	\$	500.00	100.00%
033-4410-6504	Minor Equipment	\$ -					
033-4410-6505	Cataloging Supplies	\$ 400.00	\$ 99.11	\$ 99.11	\$	300.89	75.22%
033-4410-6506	Office Supplies	\$ 200.00	\$ -	\$ 33.32	\$	166.68	83.34%
033-4410-6507	Misc. Operating Supplies	\$ 50.00	\$ -	\$ 	\$	50.00	100.00%
033-4410-6727	Capital Equipment						
033-4410-6770	Magazines	\$ 100.00	\$ -	\$ 45.45	\$	54.55	54.55%
033-4410-6772	Books	\$ 3,355.00	\$ 170.53	\$ 1,296.96	\$	2,058.04	61.34%
033-4410-6773	Video	\$ 400.00	\$ -	\$ 36.71	\$	363.29	90.82%
033-4410-6774	Online Licensing/Databases	\$ 900.00	\$ -	\$ 1,074.22	\$	(174.22)	-19.36%
033-4410-6910	Transfer	\$ 2,000.00	\$ -	\$ -	\$	2,000.00	100.00%
	Total Gilbert Exp.	\$ 48,000.00	\$ 2,818.88	\$ 22,619.58	\$	25,380.42	52.88%

Bertha Bartlett Public Library February 2021 bills

Code	Written To	Date	Amount	Comments/Mileage @ .56/mile
001-4410-6150	Wellmark	02/02/21	\$381.54	Health Insurance - Kolleen
001-4410-6320	Quill	01/05/21	\$9.32	Clorox disinfectant wipes
001-4410-6371	Aspen Waste Management	2/20/21	\$30.00	Trash collection
001-4410-6371	Black Hills Energy	02/22/21	\$108.17	Gas - 509 Broad Street
001-4410-6373	Aureon	02/01/21	\$407.23	Internet & Phone
001-4410-6501	Amazon Capital Services	02/22/21	\$236.57	Storage containers
001-4410-6506	Access Systems	02/21/21	\$136.38	Copier
001-4410-6770	Daily Freeman Journal	02/01/21	\$98.80	subscription - 26 weeks
001-4410-6772	Center Point Large Print	02/01/21	\$88.68	Books
001-4410-6772	Center Point Large Print	02/04/21	\$46.74	Books
001-4410-6772	Baker & Taylor	02/08/21	\$31.35	Books
001-4410-6772	Baker & Taylor	1/25/2021	118.72	Books
001-4410-6772	Baker & Taylor	02/01/21	\$68.43	Books
001-4410-6772	Baker & Taylor	02/08/21	\$31.35	Books
001-4410-6772	Baker & Taylor	02/16/21	\$46.47	Books
001-4410-6772	Ingram	01/27/21	\$415.86	Books
001-4410-6772	Ingram	01/29/21	\$290.09	Books
001-4410-6772	Ingram	02/19/21	-\$492.66	Credit memo-duplicate payment
001-4410-6772	Gale/Cengage	02/08/21	\$23.25	Books
001-4410-6772	Gale/Cengage	02/16/21	\$50.98	Books
001-4410-6772	Gale/Cengage	02/16/21	\$60.72	Books
01-4410-6772	Gale/Cengage	02/17/21	\$202.06	Books
001-4410-6772	Amazon Capital Services	02/12/21	\$67.53	Books
001-4410-6773	Amazon Capital Services	02/12/21	\$32.92	DVDs
001-4410-6774	Insignia Library Services		\$2,000.00	New automation service - setup
	TOTAL - Story City		\$4,490.50	·
			·	
	Gilbert Bills			
033-4410-6772	Baker & Taylor	01/25/21	\$16.23	Books
033-4410-6772	Ingram	01/27/21	\$29.87	Books
033-4410-6772	Ingram	01/29/21	\$39.51	Books
033-4410-6774	Insignia library services	· · · · · ·		New automation service - setup
	Total - Gilbert		\$2,085.61	

Approved on this day	hv
ADDIOVED OIL HIIS DAV	DV

Bertha Bartlett Public Library

2020-2021 Statistics Report

	July 19	July 20	Aug. 19	Aug. 20	Sept. 19	Sept.	Oct. 19	Oct. 20	Nov. 19	Nov. 20	Dec. 19	Dec. 20	Jan. 20	Jan. 21	Mar. 20	Apr. 20	May 20	June 20
City	3029	2072	2600	1585	2461	1694	2528	1651	2063	1375	1886	1487	2073	1334	2539	600	590	1574
County	641	383	419	301	412	333	515	330	486	358	332	325	413	258	380	74	180	221
Other	953	916	954	615	912	791	1008	690	880	576	1016	726	937	581	1003	240	372	688
Gilbert	388	289	343	195	270	332	331	287	229	259	165	226	219	249	250	74	134	257
Total	5011	3660	4316	2696	4055	3150	4382	2958	3658	2568	3399	2764	3642	2422	4172	988	1276	2740
Open Access	953	916	954	615	912	791	1008	690	880	576	1016	726	937	581	1003	74	372	688
Adult	1455	1254	1365	910	1188	1051	1394	1135	1208	957	1183	1015	1391	953	1460	391	469	998
Young Adult	335	381	291	231	183	226	221	190	141	158	178	209	150	161	240	71	123	226
Juvenile	2079	1565	1779	1149	1740	1439	1833	1132	1507	1106	1233	1137	1358	943	1640	366	509	1137
Video	0	0	8	0	5	1	4	1	5	2	2	3	3	1	1	2	2	1
DVD	848	375	672	333	742	357	675	294	563	267	546	313	523	247	587	96	120	292
Audio	20	6	7	10	14	1	9	4	18	0	25	1	5	6	12	6	0	4
CD	39	3	17	3	12	2	7	4	24	3	38	14	8	16	8	1	1	0
CD book	138	56	96	45	85	38	115	53	125	22	126	48	118	41	132	35	26	48
Magazines	60	9	49	11	37	19	56	24	28	19	27	16		36	34	9	20	21
Puzzles	27	10	24	1	34	8	58	13	31	10	24	6	25	16	39	10	6	9
Puppets	9	0	7		11	0	10	0	6	0	8	0		0	2	1	0	0
Other	1	1	1	3	4	8	0	8	2	2	9	2		2	17			4
Total	5011	3660	4316	2696	4055	3150	4382	2858	3658	2546	3399	2764	3642	2422	4172	988	1276	2740
E-books	320	497	336	462	324	396	320	414	319	412	330	409		374	382	484	530	461
Downloaded Audio	372	390	343	348	327	315	337	310	319	303	307	321	398	267	376	387	368	391
Ref.? Asked	158	126	112	114	103	132	161	115	140	120	114	139	136	103	136	150	114	172
Ref.? Answered	158	126	112	114	103	132	161	115	140	120	114	139		103	136	150	114	172
Reference-Gilbert	58	83	59	40	32	86	39	58	25	45	20	42	25	72	39		36	55
<u>PATRONS</u>																		
Programs - children	7	5	0	6	13	3	11		13		8		11	4	4	0	4	1

Bertha Bartlett Public Library 2020-2021 Statistics Report

Attendance - children	131	105	0		132	77	129		155		91		105		36	0	8	2
Attendance - adults	53	??	0		47		40		61		46		22		12	0	7	2
Programs - StoryX	0	0	0		5		3		3		0		0		1	0	0	0
Attendance - children	0	0	0		45		27		24		0		0		4	0	0	0
Attendance - adults	0	0	0		8		8		9		0		0		2	0	0	0
Programs - Teen/Tweens	6	0	0		2		2		1		1		2		0	0	0	0
Attendance - teens	51	0	0		14		24		8		23		20		0	0	0	0
Attendance - adults	9	0	0		2		4		2		2		4		0	0	0	0
Programs - Adult	5	1	6	1	7	1	5		13		5		6	1	3	1	1	1
Attendance - children	0	0	2		0		0				0		0		0	0	0	0
Attendance - adults	32	7	39	7	49	4	27		234		36		42	4	17	9	8	8
Total Programs	18	6	6	7	22		21		27		14		19		8	0	5	2
Total Attendance	277	112	41		241		259		498		198		193		70	0	23	14
Gilbert Programs	7		2	5	5		7		5		4		6		4		4	1
Attendance	210		32		62		71		57		48		69		46	0	8	2
Attendance - Adults	61		9		28		24/2T		23		11		19		14	0	7	2
Hours - Gilbert	72.5	65.75	73	65	64	63	78	66	56.5	54	54.5	58.3	67.5	60.0	60	293	55.5	64
Total People	554	153	403	123	384	147	428	147	224	110	189	93	259	118	182	N/A	62	116
People/hour	7.6	2.3	5.52	1.9	6	2.3	5.5	2.2	4.9	2	3.5	1.6	3.9	2.0	3	52	1.1	1.8
Gilbert Site Circ.	626	619	581	383	507	613	559	520	350	474	336	419	434	404	418	293	274	477
Hours - Story City	221	161	228	149	220	157	247	164	224	164	222.5	171.5	235.0	168.0	213	147	147	154
Total People	3778	1219	3229	1215	3122	1515	3636	1821	3613	1077	2355	1097	2379	757	2020	35	89	1031
People/Hour	17	7.6	14.2	8.15	14.2	9.6	14.7	11.1	16.2	6.6	10.6	6.4	9.8	4.5	10.1	N/A	0.6	6.7
<u>CARDS</u>																		
Issued - Story City	12	4	4	3	22	7	5	10	10	6	9	1	6	10	9		1	20
Issued - Gilbert	4	2	0	0	3	5	1	1	1	0	0	0	2	0	1		1	1
Withdrawn	0	0	0	0	0	0	0		0	0	0	3	0	0	2		0	0

Bertha Bartlett Public Library

2020-2021 Statistics Report

renewed - Story City	12	4	13	8	3	6	8	7	1	4	5	7	14	15	13		1	1
renewed - Gilbert	4	6	3	5	1	1	7		1	0	2	2	4	2	4		1	2
Meeting Room Library	12	0	2	1	10		14		16	1	10	0	14		4	0	0	0
Meeting Room Other	2	0	4	0	9		8		8		9	1	4		4	0	0	0
Computer Use	681	211	461	106	402	108	430		481		547		472		279	0	0	62
Test Proctoring	2	0	4						0		0	0	0		0	0	0	0
Interlibrary Loans Requested	15	10	12	25	5	9	16	14	24	10	9	13	22	15	24	0	0	16
Interlibrary Loans Sent	33	27	25	16	29	20	31	24	4	32	31	15	34	22	20	0	2	20
Book Club Sets	0	1	2	1	4	3	3		3	1	2	1	3	2	3	0	0	1
Microfilm Use	0	0	0	0	0	0	0		0		0	0	0		0	0	0	0
Gilbert Computer use	37	17	26	12	28	23	23		29	18	25	23	25	13	7	0	0	7
In House Use - Gilbert	58		64		30	89	58		37		22	48			33	0	0	49

In House Use - Story City

INSIGNIA SOFTWARE CORPORATION

CONTRACT WITH



BERTHA BARTLETT PUBLIC LIBRARY STORY CITY, IA, USA

INSIGNIA SOFTWARE CORPORATION

866-428-3997 | 780-428-3997 Option 1 <u>www.insigniasoftware.com</u>

#201 2544 Ellwood Drive, Edmonton, AB T6X 0A9

This contract is made between Insignia Software Corporation, an Alberta corporation with its principal place of business at #201 2544 Ellwood Drive, Edmonton, AB T6X 0A9 (hereinafter referred to as "Insignia"), and Bertha Bartlett Public Library (hereinafter referred to as the "Customer"). Insignia has developed a library automation system and related software provided by Insignia (hereinafter referred to as "Insignia ILS") consisting of hardware and software and related services, and the Customer intends to license such hardware, software and related services at its location(s).

1. TERM AND TERMINATION

- 1.1. This Contract is effective from the date it is signed and for an initial term specified in Schedule A. After this period, it will be renewed automatically for one (1) year with payment of the Insignia Annual Software Assurance Fee, unless 90 days' termination notice is provided by either party or new terms are agreed.
- 1.2. If either party is considered to be in material breach of any of the terms and conditions of this Contract, the aggrieved party shall give written notice thereof, including a reasonably detailed statement of the nature of such a breach to the other party. The party considered to be in breach of this Contract will have thirty (30) days after notice is received to cure the breach, or, if the breach cannot reasonably be cured within thirty (30) days, the party shall provide a written estimate of the time needed to cure the breach.
- 1.3. Either party may terminate this Contract with 90 days' written notice after the duration of the contract period.

1.4. Early Termination

- 1.4.1. In the case of early termination, there is a penalty of 30% of the remaining balance. The exceptions to this penalty are listed below:
- 1.4.2. Either party may terminate this Contract with 60 days' written notice if the other party has not complied with the terms and conditions of this agreement and has not remedied the breach or has not made reasonable efforts to remedy it.
- 1.4.3. The contract can be terminated with one (1) year written notice if the Customer is being merged with another entity.

2. LICENSES

2.1. Insignia grants to the Customer a non-transferable, non-exclusive license to use Insignia ILS, and provides Software Service and maintenance, as described in this contract.

3. TERMS OF PAYMENT

3.1. All payments are due in 30 days of invoice.

4. PRIVACY OF DATA

4.1. Insignia agrees not to use patron data for any purpose other than providing requested service to the Customer and agrees not to transmit Customer data to any third party, except as requested by the Customer.

5. PROTECTION AND SECURITY

5.1. Insignia ILS contains proprietary information, use of which is limited by the licenses granted in this Contract. The Customer will not disclose or otherwise make available, except as required by law, access to ILS in any form to any third party except to the Customer's employees, or to agents directly concerned with licensed use of the program and subject to the terms of this contract.

6. Performance:

6.1. If Insignia ILS is hosted by Insignia, then Insignia ILS uptime is 99% other than during updates, with the exception of events that are beyond Insignia's control, such as flood, fire, earthquake, internet outages, etc.

7. WARRANTY

7.1. Insignia agrees to make reasonable efforts to correct all reproducible material errors in Insignia ILS. Insignia does not warrant that the operation of the licensed program will be uninterrupted or error-free. In addition, both Insignia and the Customer will make best efforts to protect the network from attack. However, due to the

continual development of new techniques for intruding upon and attacking networks, Insignia does not warrant that Insignia ILS or any equipment, system or network on which Insignia ILS is used will be free of vulnerability to intrusion or attack.

8. SOFTWARE MAINTENANCE AND SYSTEM SUPPORT

- 8.1. The following conditions are not covered as part of Insignia ILS Maintenance and System Support service, if Insignia ILS is locally installed by the Customer:
 - 8.1.1. Fault or negligence on the part of the Customer.
 - 8.1.2. Failure of third party hardware/software.
 - 8.1.3. Operator error that deviates from standard operating procedures as described in Insignia ILS.
 - 8.1.4. Data loss and/or corruption as a result of any hardware failure. Hardware failure is defined as a malfunction within the electronic circuits or electromechanical components of a computer system.
- 8.2. If Insignia ILS is hosted by Insignia, then Insignia is responsible for installation, 24x7 availability, backup, securing of the data and updates.

9. LIMITATION OF REMEDIES

9.1. For any claim concerning performance or non-performance by Insignia pursuant to or in any way related to the subject matter of this Contract and any supplement hereto, the Customer shall be entitled to recover actual damages to the limits set forth in this section. No action, regardless of form, arising out of this Contract, may be brought by either party more than one (1) year after the cause of action has arisen, and the maximum liability is not to exceed the payment made to Insignia in the calendar year.

10. FORCE MAJEURE

10.1. Any delay or nonperformance of any provision of this Contract caused by conditions beyond the reasonable control of the performing party shall not constitute a breach of this Contract, provided that the delayed party has taken reasonable measures to notify the other of the delay in writing.

11. GOVERNING LAW

11.1. The applicable law for any legal disputes arising out of this Contract shall be the law of the province of Alberta, Canada. All legal proceedings by The Customer will be filed in the city of Edmonton, Alberta, Canada. The prevailing party in any action brought under this Contract shall be entitled to legal fees and costs as awarded by the court.

12. OWNERSHIP OF DATA

12.1. Insignia acknowledges the Customer's ownership of the data in Insignia ILS. Insignia agrees to assist the Customer in extracting all Customer-owned data from the System.

IN WITNESS WHEREOF the parties have duly executed and delivered this Contract, which shall inure to the benefit of and be binding upon the successors of the respective parties, as of the last date indicated below.

ACCEPTED FOR THE CUSTOMER	ACCEPTED FOR INSIGNIA
Ву:	By:
Name:	Name: Humayon Butt
Title:	Title: Vice President
Date: I have authority to bind the Customer	Date: February 18, 2021 I have authority to bind Insignia

SCHEDULE A LICENSE FEES

INITIAL IMPLEMENTATION FEE

First year implementation cost for Insignia Library System for 2 sites is: \$4,000 USD

MODULES INCLUDED:

The license provided is for the Standard Version. In addition to core features of Insignia ILS, it includes the following:

- 1. Computer Booking
- 2. Room Booking
- 3. Event Scheduling

Cost includes the following services:

- 1. Training
- 2. Data conversion
- 3. Book cover images
- 4. Toll Free support
- 5. Ongoing updates

CONTRACT DURATION:

This contract is valid for 3 years:

Start Date: Mar 01/2021 End Date: Feb 28/2024

PAYMENT SCHEDULE

Initial implementation payment:	\$ 4,000 USD	Due:	March 2021
Insignia Annual Software Assurance Fee for 2 nd year:	\$ 2,000 USD	Due:	March 2022
Insignia Annual Software Assurance Fee for 3 rd year:	\$ 2,000 USD	Due:	March 2023



O'Connor Heating & Cooling 1259 Edgebrook Dr. Story City, IA 50248 515-290-9508 fax 515-733-5118

Invoice No. BID

			BID -
Cus	stomer		· · · · · · · · · · · · · · · · · · ·
Name	Bertha Bartlett Public Library	Date	2/22/2021
Address	503 Broad St		
City	Story City IA ZIP 50248		
Phone	515 733 2685		
		Fee	TOTAL
1	install 40,000 Btu 95% Ruud furnace for offices	\$2,575.00	
			and the second
	Bid includes complete installation and removal of old equipment		
			MANAGEMENT OF THE PROPERTY OF
	THANK YOU		
		Subtotal	\$2,575.00
		•	\$0.00
		TOTAL	\$2,575.00



O'Connor Heating & Cooling 1259 Edgebrook Dr. Story City, IA 50248 515-290-9508 fax 515-733-5118

Invoice No. BID

,, , ,		 	DID ==
Cus	stomer	<u> </u>	
Name	Bertha Bartlett Public Library	Date	2/22/2021
Address	503 Broad St	_	
City	Story City IA ZIP 50248	-	
Phone	515 733 2685		
		Fee	TOTAL
1	install 2 ton 14seer Ruud AC for offices	\$2,860.00	\$2,860.00
ļ			
	Bid includes complete installation and removal of old		
	equipment		
	THANK YOU		
L		. Bublatal	<u> </u>
		Subtotal	\$2,860.00 \$0.00
		-	\$0.00
		TOTAL	\$2,860.00



Heating – Cooling – Ventilation 3116 S. Duff Ave. Suite 100 Ames, Iowa 50010 515-233-9812

TO: Bertha Bartlett Public Library 503 Broad Street Story City, Iowa, 50248

Proposal

DATE

02/18/21

PHONE

515-733-2685

Story City, Iowa, 50248	JOB NAME. install ne	
	JOB NUMBER	JOB PHONE
We shall provide the necessary materials and I Trane S9X1 1 stage, 40,000 BTU, 96% gas conversed. We shall install a Trion Air Bear filter box with a sindoor air filtration and reduced furnace blower air with the shall use and adapt the current, and new, 2° PV we shall route condensation drain to floor drain with the shall route condensation drain to floor drain with the shall route condensation drain to floor drain with the shall gas piping and wiring included. Start and cycle all equipment for proper operation. Disposal of existing equipment is included. Limited lifetime warranty on heat exchanger plus 1° and the shall be shall	sion efficient furnace. 5x20x25 filter to the returnestriction. C venting to the new furnith 3/4" PVC. 0-years on all functional of a \$200.00 cc.	en air duct for increased nace. equipment. commercial rebate. 1,336.00 tax included

All material guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by workers compensation insurance.

Acceptance of Proposal- The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance:

Signature

Authorized Signature

NOTE: This proposal may be withdrawn by us if not accepted within __60__ days.

Signature

Signature



Performance Agreement

EVENT:	(Rescheduled) Summer Reading Program - Story City	
DATE & TIME:	Thursday, June 24, 2021 1:00 PM	
LOCATION:	Bertha Bartlett Public Library 503 Broad St Story City, IA 50248	
PRIMARY CONTACT:	Maria Hartt gilbertlibrary@storycity.lib.ia.us (515) 232-0087	
FORMAT:	45-Minute program featuring magic, comedy, & puppets	
FEE:	\$ 375.00	
to the performance da	te. Any changes in time	of any changes to the above information no later than 14 days prior e, date, or location must be approved by Brent Allan Entertainment. <u>If</u> prior to the event date, payment in full is still required.
-		ation, whenever children are present, another adult must be present yment in full is due upon completion of the performance.
Please make checks payable to:		Brent Allan Entertainment
Please sign this contract and return to:		PO Box 513, Round Lake Beach, IL 60073
_	reby agrees with all information provided	of the conditions outlined within this document, and attests to l.
Signature		Organization
Print Name		

Brent Allan

Brent Allan

I agree to perform at the location and time listed above.

I appreciate the opportunity to perform for your event! If you have any questions, please contact me at 847-809-2491.