

Bertha Bartlett Public Library

Board Meeting – Main Meeting Room

Thursday, January 30, 2020
6:00 p.m.

Opening of Meeting: Chris Feil, President

Approve Agenda: Additions or alterations

Approval of Minutes

Citizens' Appearance:

Board Training – Iowa Library Commission – what it does and why it's important

Treasurer's Report: Duane Fournier –

- P& L Expenses
- December bills
- Budget for 2020-2021

Circulation Report: Duane Fournier

Correspondence/Communications:

Gilbert Update – Renewal of contract – 2 years

New Business:

- Request for art classes (waiting on details)
- Meeting Room charges – alternate spaces
- Joint meeting with Foundation members – Mondays?
- Contract with Aureon – expires 2021, & Stratford Telephone
- Some needs for using the Tekippe building

Old Business:

- Steering Committee Update
- Adjournment

Reminder

- Next meeting: February 27, 6 p.m.

STAFF REPORT

January 2020

The pace for January has been a bit intense, with extra meetings throughout. In January, the Foundation met, the first meeting of the Steering Committee was held, the quarterly Story City Connective meeting sponsored by the GCC was held, in addition to staff meeting and a number of extra meetings with people concerning the building. We have been approached about renting out a portion of the building to a business for a year, about having regular art classes held there, allowing the scouts to meet there, high school debate teams practice there and a multitude of other options. We have had the carpets cleaned, the ductwork cleaned and an air quality test taken to assure the building is as clean and safe as we can make it to have it available for the public.

At the January Foundation meeting, there was some discussion about the Story Festival, as it did generate about \$1800 in revenue, which is about \$400 above all sponsorships. We still heard that people were not aware of the event. Shelly Hart and I am both at a loss as we exhausted every inexpensive source of promotion working with Denise on social media and the other media outlets. We do know all press releases were not run, but many were distributed to Ames and beyond. The future of the Festival is still unknown, and the biggest suggestion is that we change the name completely and rebrand it, that the Storytelling portion of it can still be the underlying theme, but take it out of the title.

Participation at our programs seems to be on the low side, however as I type this we had 24 K-4th graders with Caitlin at her Early Dismissal program, in addition to 10 Tweens with Shelly. Preschool Storytime has had small participation, and we have been having regular discussions about the day and times, about conflicts. I'd like to try a one a week "Fireside Chat with the Librarian", setting aside a time every day to talk with parents and families about various subjects involving the library.

Also this week I was notified that the Iowa Commission of Libraries might be in jeopardy of being eliminated. This is the commission I'm appointed to, and I have drafted a letter explaining why I feel it is important to continue. I have a unique viewpoint, as it might not feel like it is that imperative, but without oversight I think the situation with the state library could become unattached to the regular public libraries in Iowa. There are 544 libraries that count on a bit of a voice, and we provide that, and have intervened when things were going a direction that was not helpful in the library world. I'll be talking about that during our board training this week.

We are also discovering some needs by using the building this week. We will need a clock, garbage cans, some extra chairs that are stackable, possibly a small refrigerator, vacuum cleaner, and we have to discuss how to keep it clean. Tables were donated by the Methodist Church here in Story City. We did split the red chairs from the meeting room so far, so we will be keeping about half the chairs in the Tekippe building and the others here.

We have discovered at least one of the toilets needs attention, as the water is running through, and the filters have never been changed, so we are wondering if we can call Lekwa to change filters and do a basic inspection. We also may need to expand our cleaning service to cover that building. I'd first like to have a chance to have the Elders do some work there, and help us clean up

Caitlin, Marie, Laura and Shelly have done a great job working with the different programs with the children. Marie is coordinating the administrative side of things well, and we are getting complements on the programs she has been doing. We have suspended Storytime Express for now, and from talking with some of the families that used this service, it doesn't seem like the program was doing what it was intended for quite some time, so it will need some reworking before starting it again.

Finally, the Gilbert contract needs reworked, and submitted, and we are on the agenda to do that for the first Monday in March. They have our budget number of \$48,000, but they would prefer a 2 year contract, and perhaps change the number of maximum hours we would be open increased to 25 during the summer.

LIBRARY BOARD MEETING

DECEMBER 30 2019

Meeting convenes at 6:04 pm. Feil, Cummings, Emerson, Fournier present. Director Taylor and city council representative Soberg also present.

Agenda alterations or additions: none

Approval of minutes: motion made by Fournier, seconded by Cummings. Motion passes unanimously.

Board training: tabled

Treasurer's report: good on the budget we are within 1% of the budget year for Story City currently at 61%. Trust fund took a deposit of \$10,000 from the estate of William Craig.

Bills: Motion made to pay the bills made by Fournier, seconded by Cummings. Motion passes unanimously.

Circulation: circulation is down, but county circulation is up. Gilbert circulation is way down, Taylor said that she thought it was due to the cold temperatures.

Correspondance: Fran has been difficult to get ahold of lately. We received a \$300 Christmas gift in honor of Fran from Turnketts from Atlanta.

Gilbert update: circulation is down. Maria is covering the childrens programs to help with the departure of the youth service librarian. Interest is growing for english as a second language programming at the Gilbert library.

Director Taylor is seeking applicants for youth services librarian or someone who can assist with the programming. The position has been advertised for approximately 2 months.

New business:

Next steps for Tekippe building. They are tearing out items. Staff has inspected the building recently. There are thoughts to use the space for tween programming s resources. Board adjourns to tour Tekippe building. Cummings has concerns about securing the back half of the building. Fournier suggests installing some doors. A thorough cleaning is suggested.

Moving items to the building will take place slowly and incrementally as volunteers can help and need arises.

Old business:

Steering committee has been formed consisting of Mary Kay Solberg, Dave Morris, Chris Isebrand, Rod Bohner, Mark Jackson, Chris Feil, Kolleen Taylor.

Architects and site visits may need to be delayed until there's a better vision and Taylor can gather some more feedback from libraries that projects of similar sizes and ambition.

Next board meeting: Thursday, January 30 at 6pm.

Adjournment:

Motion to adjourn made by Emerson seconded by Fournier. Motion passes unanimously.

Matt Emerson, Vice President
Acting Secretary

Bertha Bartlett Public Library

P L December 2019

Acct #	Story City Expenses	<u>2019-2020</u> Budget	Month to date	Year to date	Budget remaining	% of funds Remaining
001-4410-6010	Salaries: Full Time	\$ 47,085.00	\$ 3,383.96	\$ 21,995.74	\$ 25,089.26	53.29%
001-4410-6020	Salaries: Part-time	\$ 55,000.00	\$ 4,049.17	\$ 27,282.37	\$ 27,717.63	50.40%
001-4410-6110	FICA/Medicare	\$ 7,750.00	\$ 557.31	\$ 3,704.49	\$ 4,045.51	52.20%
001-4410-6130	IPERS	\$ 9,565.00	\$ 701.67	\$ 4,651.85	\$ 4,913.15	51.37%
001-4410-6150	Insurance - Group Health	\$ 4,600.00	\$ 423.04	2359.29	\$ 2,240.71	48.71%
001-4410-6230	Travel/Training	\$ 1,300.00	\$ 33.41	\$ 328.42	\$ 971.58	74.74%
001-4410-6320	Building/Grounds	\$ 10,000.00	\$ 285.27	\$ 2,315.27	\$ 7,684.73	76.85%
001-4410-6350	Equipment repair/Maint.	\$ -	\$ -	\$ 28.12	\$ (28.12)	0.00%
001-4410-6371	Utilities	\$ 1,800.00	\$ 154.67	\$ 463.29	\$ 1,336.71	74.26%
001-4410-6373	Telephone	\$ 4,800.00	\$ 369.03	\$ 2,345.40	\$ 2,454.60	51.14%
001-4410-6408	Insurance-General	\$ 2,300.00	\$ -	\$ -	\$ 2,300.00	100.00%
001-4410-6490	Professional Services	\$ 2,000.00	\$ -	\$ 90.00	\$ 1,910.00	95.50%
001-4410-6499	Miscellaneous	\$ 100.00	\$ -	\$ -	\$ 100.00	100.00%
001-4410-6500	Programming	\$ 2,500.00	\$ 209.35	\$ 417.55	\$ 2,082.45	83.30%
001-4410-6501	Building Supplies	\$ 750.00	\$ -	\$ 597.86	\$ 152.14	20.29%
001-4410-6502	Technology	\$ 3,000.00	\$ -	\$ 58.80	\$ 2,941.20	98.04%
001-4410-6505	Cataloging Supplies	\$ 1,800.00	\$ 2.48	346.8	\$ 1,453.20	80.73%
001-4410-6506	Office Supplies	\$ 3,050.00	\$ 132.95	\$ 1,516.86	\$ 1,533.14	50.27%
001-4410-6727	Capital Equipment	\$ -	\$ -	\$ 650.00	\$ (650.00)	0.00%
001-4410-6508	Petty Cash/Postage	\$ 1,100.00	\$ -	\$ 375.00	\$ 725.00	65.91%
001-4410-6770	Magazines	\$ 1,700.00	\$ 605.22	\$ 1,353.85	\$ 346.15	20.36%
001-4410-6771	Audio	\$ 1,300.00	\$ -	\$ 612.00	\$ 688.00	52.92%
001-4410-6772	Books (+\$5000)	\$ 12,000.00	\$ 946.46	\$ 6,823.95	\$ 5,176.05	43.13%
001-4410-6773	Video	\$ 1,000.00	\$ 152.39	\$ 961.69	\$ 38.31	3.83%
001-4410-6774	Online Databases	\$ 1,000.00	\$ -	\$ 922.26	\$ 77.74	7.77%
		\$ 175,500.00	\$ 12,006.38	\$ 80,200.86	\$ 95,299.14	54.30%
Deposits to: **						
001-4410-1-4580	General Fund	\$ 4,000.00	\$ 417.10	\$ 1,814.18	\$ (2,185.82)	-54.65%
001-4410-1-4470	General Fund	\$ 23,000.00	\$ (6,627.34)	\$ (16,878.05)	\$ (6,121.95)	-26.62%
031-4410-2-4705	Donations	\$ -	\$ (300.00)	\$ (10,959.00)	\$ 10,959.00	0.00%
031-4410-4-4300	Interest on Deposits	\$ -	\$ (639.93)	\$ (8,441.00)	\$ 8,441.52	0.00%
	Total Deposits		\$ (7,150.17)	\$ (34,463.87)	\$ 11,092.75	
B. Trust Fund Deposits/Balance						
031-	Trust in General Fund	\$ 416,419.03	\$ (39,642.28)	\$ 376,776.75		
031-4410-2-4404	Local Grant					
	ASB Savings Account	\$ 2,070.48				
031-0950-4-4300	Interest (CD's)	\$ 210,000.00	\$ 210,000.00			
Library Trust Expenses						
031-4410-6230	Travel & Training					
031-4410-6320	Building & Grounds		\$ 59,038.58	\$ 59,038.58	\$ 59,038.58	
031-4410-6490	Professional Services					
031-4410-6507	Misc. Operating	\$ -	\$ -	\$ 1,528.00	\$ (1,528.00)	
031-4410-6727	Capital Equipment					
031-4410-6672	Books					
031-4410-6798	Capital Project					
	Total Library Trust Exp		\$ 59,038.58	\$ 60,566.58	\$ 57,510.58	

Bertha Bartlett Public Library
January 2020 bills

Code	Written To	Date	Amount	Comments/Mileage @ .58/mile
001-4410-6150	Wellmark	01/01/20	\$381.54	Health Insurance - Kolleen
001-4410-6230	Denise Froehlich	01/24/20	\$59.16	Mileage for training for new website
001-4410-6320	Angie Halladay	01/27/20	\$250.00	Cleaning
001-4410-6320	Watson Plumbing	01/27/20	\$169.88	Reseat 2 toilets that were leaking
001-4410-6500	Kolleen Taylor	01/27/20	\$75.68	Programming supplies
001-4410-6371	Chitty Garbage Service	01/01/20	\$25.00	Trash
001-4410-6371	Black Hills Energy	01/06/20	\$164.13	Gas - heat
001-4410-6373	Aureon	01/01/20	\$388.73	Telephone
001-4410-6490	Visa	01/09/20	\$75.00	ILA Professional dues
001-4410-6500	Visa	01/09/20	\$21.60	Materials for SRP
001-4410-6500	Amazon Capital Services	01/21/20	\$22.94	Programming supplies
001-4410-6505	Demco	01/17/20	\$83.83	Cataloging Materials
001-4410-6506	Amazon Capital Services	01/21/20	\$10.49	pegs for bookshelves
001-4410-6506	Access Systems	01/22/20	\$205.60	Copier Lease & copies from last quarter
001-4410-6506	Visa	01/09/20	\$5.00	Chlorax cleaning wipes
001-4410-6506	Demco	01/17/20	\$138.74	Office supplies, book ends, etc.
001-4410-6772	Cengage	01/10/20	\$37.49	LP books
001-4410-6772	Cengage	01/22/20	\$60.72	Books
001-4410-6772	Cengage	01/22/20	\$47.23	Books
001-4410-6772	Baker & Taylor	12/23/19	\$43.67	Books
001-4410-6772	Baker & Taylor	01/03/20	\$110.28	Books
001-4410-6772	Baker & Taylor	01/13/20	\$153.44	Books
001-4410-6772	Baker & Taylor	01/20/20	\$64.93	Books
001-4410-6772	Centerpoint Large Print	01/01/20	\$88.68	Books
001-4410-6772	Ingram	01/07/20	\$247.50	Books
001-4410-6772	Ingram	01/15/20	\$153.29	Books
001*4410-6772	Amazon Capital Services	01/21/20	\$36.67	Books through Amazon
001-4410-6773	Amazon Capital Services	01/21/20	\$74.89	DVD's
	TOTAL - Story City		\$3,196.11	
031-4410-6320	Pete Tekippe	01/03/20	\$60,000.00	1/2 purchase price of 506 Broad
	Gilbert Bills			
033-4410-6490	Visa	01/09/20	\$75.00	ILA professional dues
033-4410-6500	Visa	01/09/20	\$16.65	Materials for SRP
033-4410-6505	Demco	01/17/20	\$83.82	Cataloging materials
033-4410-6506	Visa	01/09/20	\$5.15	Chlorax cleaning wipes
033-4410-6506	Amazon Capital Services	01/21/20	\$28.57	light bulbs, battery for smoke detector
033-4410-6506	Demco	01/17/20	\$52.73	Office supplies, displays, etc.
033-4410-6772	Ingram	01/07/20	\$56.49	Books
033-4410-6772	Baker & Taylor	01/13/20	\$10.20	Books
	Total - Gilbert		\$328.61	

Approved on this day _____ by _____

Bertha Bartlett Public Library
2019-2020 Statistics Comparison

	Jul. 18	July 19	Aug. 18	Aug. 19	Sept. 18	Sept. 19	Oct. 2018	Oct. 2019	Nov. 18	Nov. 19	Dec. 18	Dec. 19	Jan. 19
City	2817	3029	2505	2600	2381	2461	2398	2528	2141	2063	2138	1886	2414
County	569	641	453	419	379	412	445	515	364	486	333	332	455
Other	1058	953	904	954	956	912	1027	1008	851	880	977	1016	1139
Gilbert	475	388	423	343	300	270	368	331	357	229	261	165	266
Total	4919	5011	4285	4316	4016	4055	4238	4382	3713	3658	3709	3399	4274
Open Access	1058	953	904	954	956	912	1027	1008	851	880	977	1016	1139
Adult	1396	1455	1409	1365	1254	1188	1319	1394	1174	1208	1261	1183	1425
Young Adult	318	335	245	291	225	183	204	221	153	141	137	178	180
Juvenile	2190	2079	1749	1779	1606	1740	1796	1833	1547	1507	1552	1233	1637
Video	9	0	14	8	13	5	12	4	18	5	11	2	3
DVD	766	848	637	672	675	742	694	675	594	563	560	546	775
Audio	9	20	19	7	18	14	14	9	5	18	11	25	24
CD	33	39	18	17	20	12	7	7	19	24	20	38	29
CD book	113	138	98	96	82	85	89	115	94	125	75	126	91
Magazines	39	60	60	49	51	37	51	56	39	28	31	27	49
Puzzles	25	27	19	24	45	34	36	58	53	31	29	24	49
Puppets	20	9	15	7	21	11	8	10	14	6	10	8	5
Other	1	1	2	1	6	4	8	0	3	2	12	9	7
Total	4919	5011	4285	4316	4016	4055	4238	4382	3713	3658	3709	3399	4274
E-books	310	320	348	336	352	324	336	320	314	319	408	330	363
Downloaded Audio	315	372	296	343	283	327	288	337	270	319	249	307	278
Ref.? Asked	127	158	103	112	93	103	131	161	107	140	118	114	130
Ref.? Answered	127	158	103	112	93	103	131	161	107	140	118	114	130
Reference-Gilbert	44	58	54	59	53	32	50	39	37	25	41	20	32
PATRONS													
Programs - children	19	7	2	0	13	13	11	11	8	13	8	8	7
Attendance - children	133	131	59	0	171	132	138	129	86	155	79	91	49
Attendance - adults	49	53	20	0	47	47	44	40	40	61	54	46	30
Programs - StoryX	0	0	0	0	5	5	5	3	3	3	4	0	3
Attendance - children	0	0	0	0	45	45	56	27	29	24	44	0	40
Attendance - adults	0	0	0	0	5	8	14	8	6	9	12	0	9
Programs - Teen/Tweens	5	6	0	0	2	2	2	2	1	1	1	1	1
Attendance - teens	39	51	0	0	29	14	35	24	13	8	26	23	15
Attendance - adults	6	9	0	0	2	2	2	4	1	2	2	2	1
Programs - Adult	6	5	7	6	5	7	6	5	7	13	5	5	5
Attendance - children	1	0	0	2	0	0	0	0	0		0	0	0
Attendance - adults	62	32	42	39	34	49	37	27	36	234	34	36	35
Total Programs	19	18	9	6	25	22	24	21	18	27	18	14	15

Bertha Bartlett Public Library
2019-2020 Statistics Comparison

Total Attendance	289	277	121	41	333	241	326	259	211	498	251	198	179
Gilbert Programs	10	7	3	2	6	5	5	7	5	5	4	4	4
Attendance	245	210	35	32	73	62	67	71	76	57	55	48	37
Attendance - Adults	69	61	9	9	27	28	23	24/2T	0	23	16	11	11
Hours - Gilbert	70.5	72.5	78	73	64	64	72.5	78	62	56.5	60.5	54.5	50.5
Total People	704	554	489	403	388	384	378	428	324	224	244	189	237
People/hour	10	7.6	6.3	5.52	6.1	6	5.2	5.5	5.2	4.9	4	3.5	4.3
Gilbert Site Circ.	859	626	654	581	508	507	662	559	569	350	400	336	373
Hours - Story City	218	221	235	228	217	220	246	247	228	224	218	222.5	237
Total People	3398	3778	3375	3229	3048	3122	3717	3636	2533	3613	2488	2355	2534
People/Hour	15.6	17	14.4	14.2	14.1	14.2	15.1	14.7	11.1	16.2	11.4	10.6	11
<u>CARDS</u>													
Issued - Story City	17	12	14	4	16	22	10	5	6	10	6	9	7
Issued - Gilbert	11	4	3	0	0	3	8	1	4	1	2	0	1
Withdrawn	15	0	31	0	0	0	0	0	1045	0	0	0	0
renewed - Story City	14	12	7	13	14	3	9	8	8	1	5	5	9
renewed - Gilbert	12	4	7	3	6	1	5	7	4	1	2	2	6
Meeting Room Library	15	12	1	2	13	10	14	14	10	16	10	10	12
Meeting Room Other	4	2	5	4	3	9	7	8	3	8	4	9	8
Computer Use	641	681	753	461	575	402	955	430	755	481	877	547	661
Test Proctoring	0	2	0	4	0		0		0	0	0	0	0
Interlibrary Loans Requested	8	15	12	12	6	5	12	16	10	24	18	9	11
Interlibrary Loans Sent	22	33	24	25	22	29	19	31	14	4	16	31	32
Book Club Sets	2	0	4	2	2	4	2	3	1	3	2	2	4
Microfilm Use	0	0	2	0	0	0	0	0	2	0		0	0
Gilbert Computer use	47	37	37	26	25	28	39	23	29	29	26	25	11
In House Use - Gilbert		58	70	64	27	30	34	58		37		22	28

In House Use - Story City

January 29, 2020

To:

Chairman Smith
Senator Chris Cournoyer
Senator Pam Jochum
Senator Ken Rozenboom

Dear Senators:

It was brought to our attention that you have sponsored a bill eliminating the Iowa Library Commission effective June 2020. As a member of this commission for the past four years, I am well aware that the work of this body may not be obvious, but from our vantage point, the oversight is important to every library in the state of Iowa. It may frustrate some that we do not approve everything as initially proposed, but it often seems all issues are not considered. We are very concerned that the small financial cost of operating this commission would have major consequences that will impact every community or person who uses a library.

We understand that the Governor, nor either the house or senate can directly supervise the individual departments that serve the citizens of Iowa. But this change would place a huge amount of trust and responsibility with only one person, the State Librarian. This would not benefit anyone. There are 544 libraries, their staff and their communities who would have no voice, and as a commission we try to look at the impact of the services and roles the State Library plays in the daily operation of our public library. Most of the members of the Library Commission take their role very seriously, and voice concerns about issues from a different perspective than the staff has in Des Moines. Even though the library comes through the Department of Education, we see no supportive role from that agency.

As you should know, Iowa Library services are as important today as they were 50 years ago, but our role is changing every year. The State Librarian does not work directly with the libraries, but the products that are rolled out are offered to every library. Through the commission he is able to get some insight as to the activities and problems associated. Sometimes the problems can be solved through the discussions we hold at our commission meetings. We talk with other librarians around the state when we feel we need more input. We feel it is important to communicate problems with the State Librarian when new programs, projects, announcements are unfurled, some to an excited library community, but many who have challenges because of timing and the inability to provide adequate training in a timely way.

Many changes have occurred during the past few years, and the role the commission has played has been raising questions about how those changes are communicated, or not. There are four people on the commission who have direct roles with libraries serving various parts of the states. We play leadership roles in our communities as well as our libraries. We have representation from the Iowa Library Association and the American Library Association, and librarians talk to us at these activities, with questions and concerns about decisions made at the state library. We are able to field these questions by being well informed or report these issues when appropriate.

Due to the nature of the fiscal year starting July 1, changes that have to occur at that time are often met with consternation, frustration, and resistance. Every public library in the state is busier than any other time of year. As a commission, we have offered solutions to make these transitions easier. We know that it takes a bit more planning to implement, but we do see that as a role the State Library should play, and they do not always have the insight or expertise to realize the shortcomings of their plan.

Without a commission, over 544 public libraries would have no voice. Without a Commission, there would be an immense amount of power placed with the State Librarian with absolutely no oversight. We have already counseled on personnel management, reviewed budgets, questioned the changes in contract services, provided solutions for the contract delivery and offered suggestions on better ways to communicate changes. We have determined our input is important, and instead of eliminating this commission, it should have more representation by people working in the library world to correct actions that would negatively impact our communities.

None of us have time to spare, and serving on the commission is an immense responsibility. Our hearts tell us someone needs to be in those chairs, offering advice, insight and oversight. We believe that those who serve on this commission are necessary to the efficient management and running of the State Library.

Sincerely,

Samantha Helmick, President 2020, Iowa Library Commission
Sarah Latcham, Past President, (2019) Iowa Library Commission
Kolleen Taylor, Commissioner, Library Director – Bertha Bartlett Public Library

Cc: Governor Kim Reynolds
Lieutenant Governor Adam Gregg
Senator Chris Cournoyer
Senator Pam Jochum
Senator Ken Rozenboom
Senator Smith, Chairman



Authorization to Perform Services and Direction of Payment

Customer Name: Kolleen Taylor Date of Loss: 1/8/2020
Loss Address: 509 Broad Street
City: STORY CITY State: IA Zip: 50248
Insurance Company: Claim Number (if available):

The undersigned Customer, being the building owner, owner's representative, or resident, authorizes the Provider identified below to perform any and all necessary cleaning and/or restoration services on Customer's property located at the property address above, and with respect to items that need to be cleaned at a remote location to remove and clean such items as necessary.

Customer authorizes Insurance Company, herein referred to as "Insurance Company," to pay Provider solely and directly for that portion of the work covered by Customer's insurance policy.

If, for any reason, Customer receives a check from Insurance Company made payable to Customer, Customer agrees to pay Provider immediately upon receipt of the check. In order to expedite payment to Provider, Customer hereby appoints Provider as attorney-in-fact, authorizing Provider to endorse Customer's name on Insurance Company checks or drafts, and to deposit Insurance Company checks or drafts for Provider services.

Customer agrees to pay Customer's deductible in the amount of \$ To Be Determined that applies to this claim. If any amounts owing to Provider for Provider services are not covered by insurance, Customer agrees to pay those amounts to Provider within fifteen (15) days of Customer's receipt of invoice. It is fully understood that Customer and its agents, successors, assigns, and heirs are personally responsible for any and all deductibles and any costs not covered by insurance. Interest and finance charges will be charged at the maximum allowable by law, or at 1.5% per month, whichever is less, on accounts over thirty (30) days past due. Time is of the essence.

Customer agrees that Provider is working for the Customer and not Customer's insurance company or any agent/adjuster.

Property Owned By: Kolleen Taylor

Remarks:

I HAVE READ THIS AUTHORIZATION TO PERFORM SERVICES AND DIRECTION OF PAYMENT, INCLUDING THE TERMS AND CONDITIONS OF SERVICE ON THE NEXT PAGE HEREOF, AND AGREE TO SAME.

Customer Reviewed Customer Information Form: O Y O N

Customer's Signature: Kolleen Taylor Provider's Signature:
Printed Name: Kolleen Taylor Franchise Legal Name: Mac Rizzo, LLC
Date: 1/15/2020 d/b/a SERVPRO® of: Ames
E-mail Address: kolleen@storycity.lib.ia.us Date: 1/15/2020
Contractor License #:

Authorization to Perform Services and Direction of Payment

Terms and Conditions of Service

READ CAREFULLY

Note: This Contract includes a limitation of liability and limitation of remedies.

1. SERVPRO® is one of the largest nationwide Cleaning and Restoration Franchise Systems in the United States. The SERVPRO® Franchise owner identified on the front of this Contract (the "Provider") is an independent contractor who agrees to perform the services identified on the front of this Contract (the "Services"). Client agrees to purchase, receive, and pay for the Services pursuant to the terms and conditions of this Contract. Servpro Industries, Inc., the Franchisor, is not a party to any agreement with Client, is not a guarantor of the Provider's Services, and is not subject to liability arising out of such Services.
2. Provider's performance of the Services is limited by, among other things, the pre-existing conditions and characteristics of the premises, material, fabrics, furniture, and/or other items. PROVIDER EXPRESSLY DISCLAIMS ANY RESPONSIBILITY OR LIABILITY FOR ANY PRE-EXISTING CONDITIONS. Client shall retain responsibility and shall be liable for all effects of and costs necessary to correct such conditions, including, by way of example and not limitation, the conditions identified below:
 - (a) Provider may, in its sole discretion, pre-test materials for removability of spots or stains; dye or color fastness; shrinkage; fading; adhesive breakdown; or other problems. It is not always possible to determine these conditions in advance. PROVIDER DOES NOT GUARANTEE SPOT OR STAIN REMOVAL AND COLOR FASTNESS OR PREVENTION OF SHRINKAGE, FADING, OR ADHESIVE BREAKDOWN.
 - (b) Provider DOES NOT GUARANTEE that wall and ceiling cleaning will restore the original color to painted surfaces.
 - (c) Not all fabrics are conducive to cleaning. Provider shall use reasonable efforts to advise Client of any adverse effects which may be reasonably foreseen due to the nature of the fabric or material involved. PROVIDER DOES NOT GUARANTEE THAT SUCH MATERIALS CAN BE CLEANED OR THAT THERE WILL BE NO ADVERSE EFFECTS FROM ANY ATTEMPT TO CLEAN SUCH FABRICS.
 - (d) A variety of materials are used in the manufacturing, upholstery and/or installation process. These materials include backing, lining, tacks, or other unknown substances that may cause discoloration or other adverse effects to the face material. Client acknowledges that it is impossible to determine when such adverse effects may occur and PROVIDER DOES NOT GUARANTEE AGAINST SUCH ADVERSE EFFECTS.
 - (e) Client acknowledges and agrees that mold is commonly found throughout the environment and that it is impossible to eradicate mold. PROVIDER DOES NOT GUARANTEE THE REMOVAL OR ERADICATION OF MOLD.
 - (f) Client acknowledges and agrees that limited photographs or video of the damage and cause may be made solely for work process and insurance claims purposes.
3. **PROVIDER SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES AND ALL IMPLIED WARRANTIES (EITHER IN FACT OR BY OPERATION OF LAW) INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTY ARISING OUT OF A COURSE OF DEALING, CUSTOM OR USAGE OF TRADE. THIS CONTRACT PROVIDES FOR THE PROVISION OF SERVICES AND DOES NOT PROVIDE FOR A SALE OF GOODS.**
4. **Limitation of Liability: IN NO EVENT SHALL PROVIDER, ITS OWNERS, ANY OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, FRANCHISOR, OR AFFILIATES BE RESPONSIBLE FOR INDIRECT, SPECIAL, NOMINAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGES, OR FOR ANY PENALTIES, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY ASSERTED, INCLUDING CONTRACT, NEGLIGENCE, WARRANTY, STRICT LIABILITY, STATUTE OR OTHERWISE, EVEN IF IT HAD BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE; OR FOR CLAIMS BY A THIRD PARTY. THE MAXIMUM AGGREGATE LIABILITY SHALL NOT EXCEED THREE TIMES THE AMOUNT PAID BY CUSTOMER FOR THE SERVICES OR ACTUAL PROVEN DAMAGES, WHICHEVER IS LESS. IT IS EXPRESSLY AGREED THAT CUSTOMER'S REMEDY EXPRESSED HEREIN IS CUSTOMER'S EXCLUSIVE REMEDY. THE LIMITATIONS SET FORTH HEREIN SHALL APPLY EVEN IF ANY OTHER REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. Some states/countries do not allow the exclusion or limitation of incidental or consequential damages, so the above may not apply to you.**
5. Should Provider bring legal action to collect monies due under the Contract or should the matter be turned over for collection, Provider shall be entitled, to the fullest extent permitted under law, to reasonable legal fees and costs of any such collection attempt, in addition to any other amounts owed by Client. This attorney fee provision shall not be effective or enforceable in jurisdictions where attorney fee provisions are made reciprocal or invalid by operation of law. Consent is hereby given for filing of mechanic's liens by Provider for the work described in this contract on the property on which the work is performed if Provider is not paid.
6. Any labor, materials or other work beyond that identified in this Contract shall require a written amendment to this Contract and will result in additional charges.
7. Any claim by Client for faulty performance, for nonperformance or breach under this Contract for damages shall be made in writing to Provider within sixty (60) days after completion of services. Failure to make such a written claim for any matter which could have been corrected by Provider shall be deemed a waiver by Client. **NO ACTION, REGARDLESS OF FORM, RELATING TO THE SUBJECT MATTER OF THIS CONTRACT MAY BE BROUGHT MORE THAN ONE (1) YEAR AFTER THE CLAIMING PARTY KNEW OR SHOULD HAVE KNOWN OF THE CAUSE OF ACTION.**
8. A failure of either party to exercise any right provided for herein shall not be deemed to be a waiver of any right hereunder.
9. **CLIENT AND PROVIDER EACH WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY WITH RESPECT TO ANY AND ALL CLAIMS OR CAUSES OF ACTION (INCLUDING COUNTERCLAIMS) RELATED TO OR ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS CONTRACT AND AGREE THAT ANY CLAIM OR CAUSE OF ACTION WILL BE TRIED BY A COURT TRIAL WITHOUT A JURY.**
10. If any provision of this Contract is found to be ineffective, unenforceable or illegal for any reason under present or future laws, such provision shall be fully severable, and this Contract shall be construed and enforced as if such provision never comprised a part of this Contract. The remaining provisions of this Contract shall remain in full force and effect and shall not be affected by the ineffective, unenforceable or illegal provision or by its severance from this Contract.
11. No modification, termination, or attempted waiver of this Contract shall be valid unless in writing and signed by the party against whom the same is sought to be enforced.

Customer's Initials: _____

SERVPRO® Franchisees are always looking for motivated employees.

SERVPRO's individually owned and operated franchises offer a variety of positions including crew chief, production technician, marketing representative, administrative assistant, and many more.



Aureon™ Communications, LLC
Service Agreement

Term: 36 Month

This Agreement is made between Aureon™ Communications, LLC ("Aureon") (Provider) and Bertha Bartlett Public Library (Client).

Client: Bertha Bartlett Public Library	Provider: Aureon™ Communications, LLC
Address: 503 Broad St Story City, Ia 50248	Address: 7760 Office Plaza Drive South West Des Moines, IA 50266
Contact: Kofeen Taylor	Contact: Ron Schmudlach
Phone: 5157332685	Phone: (515) 245-7741
Email: kofeen@storycity.lib.ia.us	Email: Ron.Schmudlach@aureon.com

Street Address	City	State	Zip	Product Description	Qty	MRC	NRC	
503 Broad St	Story City	Ia	50248	Dedicated Internet Access 10 Mbps	1	\$ 280.00	\$ -	
503 Broad St	Story City	Ia	50248	IP Phone Line Business Story City	1	\$ 34.60	\$ -	
503 Broad St	Story City	Ia	50248	IP Fax ATA	1	\$ 25.00	\$ 15.00	
** Taxes and surcharges are not included**						Total	\$ 339.60	\$ 15.00

TERM. The term of this Agreement, as priced above, commences on the In-Service date. In-Service date is defined as the date that billing begins. This period during the term commencing on the In-Service date and expires based on the contract term as identified above, shall be referred to as a "Contract Period." The Contract Period shall begin on the In-Service date. Thereafter be automatically renewed for successive terms of one (1) year each, subject to the right of either Party to terminate this Agreement by giving the other Party written notice of termination not less than sixty (60) days prior to the expiration date of the then current term.

ACCEPTABLE USE POLICY. Provider's Acceptable Use Policy is available on request and subject to change from time to time.

SERVICE LEVEL AGREEMENT. Provider's Service Level Agreement is available on request and subject to change from time to time.

TERMINATION. Client may elect to terminate this Agreement for its own convenience upon thirty (30) days prior written notice to Provider. In the event Client elects to terminate this Agreement prior to the expiration of the term, Client shall be responsible for an amount constituting liquidated damages. In the event Client elects to terminate this Agreement, Client shall be responsible to pay the penalty of 100% of the monthly charges for the remaining portion of Contract Period. Equipment included in the monthly recurring price remains the property of Provider. Upon termination for any reason, this equipment shall be returned to Provider in the same condition as provided to Client except for normal wear and tear. If Client damages equipment provided by Provider, Client will be billed for replacement of equipment. In the event fiber construction is required to provide service described above and the cost of the fiber construction exceeds 20% of the initial cost due to unforeseen issues and Client is unwilling to adjust pricing of this Agreement to compensate Provider for these increased costs, either Party has the right to terminate this Agreement immediately. If contract is signed by both parties and Client wishes to terminate service before in-service date begins, Client will be responsible for any expenses incurred by Provider directly related to Client's establishment of service.

CLIENT OBLIGATIONS. Client agrees to conduct business in a courteous and professional manner with Provider and Client has the following obligations: To permit the installation of monitoring and maintenance software as needed on Client equipment; To ensure that requests for Services are made as tickets initiated by Client calling Provider's primary published phone numbers (and not Provider staff direct phone numbers) or by e-mailing Provider's published support email address (and not Provider staff's direct email addresses); To ensure that requests for Service contain sufficient information to enable the problem to be investigated; To ensure that equipment is available (powered on, online, with power saving modes disabled) to Provider for maintenance outside of standard business hours on a regular basis; To ensure the availability and cooperation of reasonably skilled staff on-site to respond to queries from and to implement instructions from Provider; To ensure physical access to the demarcation point and Provider supported equipment as needed; To ensure that staff are reasonably trained in the correct use of equipment or software; Not to seek or use equipment or software outside of their specified functionality; To authorize replacement of Provider supported equipment according to the manufacturer's recommended refresh cycle; To inform Provider reasonably in advance of any proposed system or facility changes, and to obtain advance approval from Provider before carrying out any tasks to supported equipment or software other than normal day to day use. It will be the Client's responsibility to cancel any services being replaced by Provider's service and Provider will not be responsible for any charges from Client's current provider.

WARRANTIES AND REMEDIES. Provider warrants that it will perform substantially in accordance with the Services herein. Client understands that some communication technologies incur overhead at the expense of the advertised speed. Provider retains the right to utilize reasonable network management practices tailored to achieve legitimate network management purposes. Provider retains the right to determine the priority of Services or any request for service from Client. This warranty is void if Provider's failure to achieve performance targets has resulted from accident, abuse, misapplication, abnormal use, or failure of Client to fulfill Client Obligations. Except for any refund elected by Provider, Client is not entitled to any damages, including but not limited to, consequential damages, to the maximum extent allowed by applicable law, even if any remedy fails of its essential purpose. Except for the aforementioned warranty and the maximum extent permitted by applicable law, Provider provides services as is and with all faults, and hereby disclaims all other warranties and conditions, either express, implied or statutory, including, but not limited to, any (if any) implied warranties, duties or conditions of merchantability, of fitness for a particular purpose, of reliability or availability, or accuracy or completeness of responses, of results, of lack of viruses, of lack of negligence, all with regard to Services, and the provision of or failure to provide support or other services, information, software, and related content through the Services or otherwise arising out of the use of Services.

LIMITATION OF LIABILITY. CLIENT HEREBY ACKNOWLEDGES THAT ALL COMPUTER DATA NETWORKS AND BACKUP SYSTEMS INCORPORATE A RISK OF DATA LOSS, DOWNTIME, AND UNAUTHORIZED INTRUSIONS AND THAT PROVIDER IS NOT LIABLE FOR ANY LOSS, CORRUPTION, OR BREACH OF CLIENT'S DATA. Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party. Such causes include, but are not limited to, hardware failure, electricity interruptions, any and all other third party interruptions, including, but not limited to, vendor failure, interruption, and bankruptcy, acts of God, acts of civil or military authority, government regulations superimposed after the fact, strikes, lockouts, fires, floods, and other natural disasters. To the maximum extent permitted by applicable law, in no event shall Provider be liable for any special, incidental, punitive, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits or confidential or other information, for business interruption, for personal injury, for loss of privacy, for failure to meet any duty including of good faith or of reasonable care, for negligence, and for any other pecuniary or other loss whatsoever) arising out of or in any way related to the use of or inability to use Services, the provision of or failure to provide Services, or other services, information, software, and related content through the Services or otherwise arising out of the use of Services, or otherwise under or in connection with any provision of this Agreement, even in the event of the fault, tort (including negligence), strict liability, breach of contract, or breach of warranty of Provider, and even if the Provider has been advised of the possibility of such damages.

Notwithstanding any damages that Client might incur for any reason whatsoever (including, without limitation, all damages referenced above and all direct or general damages), the entire liability of Provider under any provision of this Agreement and Client's exclusive remedy for all of the foregoing (except for any remedy or repair elected by Provider with respect to any breach of the warranty) shall be limited to the amount actually paid by Client to Provider.

INDEMNIFICATION. Provider and Client shall mutually and bilaterally agree to indemnify, defend and hold harmless the other Party, and their directors, officers, employees, agents, stockholders and affiliates from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including reasonable attorneys' fees) which arise out of or relate to the injury or death of any person, or damage to any property resulting from such Party's or its contractors', employees' or agents' actions or omissions regarding the Services being provided under this Agreement. In addition, Provider agrees to indemnify, defend and hold harmless Client and its directors, officers, employees, agents, stockholders and affiliates from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including reasonable attorneys' fees) which arise out of or relate

to a claim that the Services infringe upon the proprietary or intellectual property rights of a third party.

MISCELLANEOUS. This Agreement and the Appendices attached hereto contain the entire agreement of the parties with respect to the subject matter of this Agreement, and supersede all prior negotiations, agreements, and understandings with respect hereto. The parties agree that any action in relation to an alleged breach of this Agreement shall be commenced within one (1) year of the date of the breach, without regard to the date the breach is discovered. If any provision of this Agreement is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect. This Agreement is made under and shall be governed and construed in accordance with the laws of the State of Iowa. The place of this contract, its situs and forum, shall be Iowa, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation, and enforcement shall be determined. Client agrees to provide to Aureon's contractor in advance of construction a list all known underground obstructions (i.e., sprinkler lines, water lines, utility lines, hazardous materials, subsurface objects, lines/conduits, etc.) within the proposed designed pathway so that disruption or damage to owner property and services during the installation process can be avoided. Aureon's contractor will attempt to locate all items listed by the Client. Any damages occurring to unlisted items will be the Client's responsibility and expense to repair/replace.

E911 NOTIFICATION. ALL USERS OF PROVIDER'S SESSION INITIATION PROTOCOL ("SIP") BASED VOICE OVER INTERNET PROTOCOL ("VOIP") SERVICES ARE REQUIRED TO AGREE THAT THEY HAVE READ AND UNDERSTOOD THE LIMITATIONS ASSOCIATED WITH THE 911 AND E-911 EMERGENCY SERVICES AVAILABLE THROUGH PROVIDER'S CALLING SERVICES. IF THEY HAVE NOT READ OR DO NOT AGREE, THEY ARE NOT AUTHORIZED TO USE ANY OF PROVIDER'S CALLING SERVICES. The 911 calling capabilities associated with VoIP calling services is different from those offered by traditional analog telephone services. Provider's VoIP calling services are not meant to be relied upon in the case of an emergency. While Provider attempts to provide access to emergency service, these VoIP services are not intended to be used to support or to carry emergency calls to any type of hospitals, law enforcement agencies, medical care units, or any other kind of emergency services. CLIENT SHOULD MAINTAIN ALTERNATIVE MEANS OF CALLING EMERGENCY SERVICES SUCH AS ANALOG OR CELLULAR SERVICE. Electrical outages and internet connectivity problems, including network congestion, may disrupt Provider's VoIP calling service and prevent 911 emergency calling. Service disconnects due to account suspensions, billing issues, or any other reason will prevent 911 emergency calling. VoIP services are technically capable of being used in locations that are not associated with the traditional geographic area of a telephone number. These capabilities can cause 911 problems. All 911 capabilities will only be available in the location that Client has associated with the Provider assigned direct-inward-dial ("DID") telephone number assigned to the Client. For E911 to be accurately routed to the appropriate emergency call center, the Client must provide accurate DID telephone numbers as the call-back telephone number for all 911 calls and accurate address information. Additionally, using the service in a location that uses a different area code than the area code of the DID number provided may not be able to reach emergency personnel or may not reach emergency personnel near Client's actual physical location. Failure to provide a correct physical address in the correct format may cause 911 emergency calls to be routed to the incorrect local emergency service provider. Use of Provider's VoIP calling service from a location other than the location to which such service was registered may result in 911 emergency calls being routed to the incorrect local emergency service provider. Changes of location submitted to Provider may take up to 48 hours to be reflected accurately in E911 records.

LONG DISTANCE SERVICE. Unless a long distance package is specified, the default rate for outbound long distance is four cents per minute. The default rate for inbound toll-free calls is five cents per minute.

AGREED TO BY CLIENT	Approved by Aureon
By: <i>Kolleen Taylor</i>	By: Justyn M Miller
Signature: <i>Kolleen Taylor</i>	Signature: <i>Justyn M Miller</i>
Title: <i>Library Director</i>	Title: President, Aureon Technology
Date: <i>June 21, 2018</i>	Date: 06/22/2018