

STILLWATER PUBLIC LIBRARY
BOARD OF TRUSTEES
Meeting Agenda
Tuesday, May 14, 2019
7:00 PM

Conference Room

Introductory Business (5 minutes)

1. Call to Order
2. Adoption of the Agenda
3. In-Person Public Commentary
This portion of the meeting is an opportunity to address Trustees on subjects that are not part of the meeting agenda. The Board may take action or reply at the time of the statement or may give direction to staff based on the comments expressed. Please limit your comments to 5 minutes or less.

Regular Business (10 minutes)

4. Consent Calendar
 - a. Adoption of the April 9, 2019 Minutes +
 - b. Acknowledgement of Bills Paid in April 2019 (4/2/19: \$8,986.71, 4/16/19: \$19,456.89) +
 - c. 2019 March Budget Status Report +

Informational (45 minutes)

5. Trustee Information Sharing I+
6. IT Services Agreement I+
7. Venue Coordinator I+
8. Library Statistics: Historical Trends and Comparative Review I+

Decisional (20 minutes)

9. Capital Outlay Release Request A+
10. 2020 Capital Budget A+

Reports (20 minutes)

11. Director and Other Staff Reports +
12. Foundation and Friends Report +
13. Board Committee Reports
 - a. Executive
 - b. Facilities
 - c. Finance
 - d. Nominating
14. Public Commentary and Communications

Performance Evaluation (45 minutes) – CLOSED SESSION

15. Director Evaluation: 4-Month Progress Check D+

16. Adjournment

If you are unable to attend this meeting, please leave a message for Mark at 651.430.8753 before 5 Pm on Monday, May 13, 2019.

A= Action Item I= Information Item D=Discussion Item += Document in Packet *= Document to be Distributed Later
#=Document Distributed Previously Attachments: 2019 Calendar, 2019 Board Roster

**STILLWATER PUBLIC LIBRARY
BOARD OF TRUSTEES MEETING**

April 9, 2019

Minutes

PRESENT: Bell, Carlsen, Cox, Hemer, Hollatz, Lockyear, Keliher, Richie, Council Liaison Collins

ABSENT: Howe

STAFF: Troendle, Goeltl

AGENDA ITEM 1: Call to Order

Meeting called to order at 7:02 pm by Bell, President

AGENDA ITEM 2: Adoption of Agenda

Motion to adopt agenda. Carlsen moved. Hemer second. Yes – Bell, Carlsen, Cox, Hemer, Hollatz, Lockyear, Keliher, Richie. No – None.

AGENDA ITEM 3: In-Person Public Commentary

None.

REGULAR BUSINESS

AGENDA ITEM 4: Consent Calendar

Motion to adopt consent calendar. Keliher moved. Lockyear second. Yes – Bell, Carlsen, Cox, Hemer, Hollatz, Lockyear, Keliher, Richie. No – None.

INFORMATIONAL

AGENDA ITEM 5: Trustee Information Sharing

Lockyear discussed her visit to the Boulder, CO public library, a modern, recently built library. It has several unique features, including a restaurant between the two wings of the library, a maker space, glass screens to keep the children's room quiet, a gallery with art exhibit, a large dome-like area with 60-70 computers, and a seed library. It was a big library, well-used and clearly used by college students, too.

Hollatz discussed The Big Read, Station 11 and the upcoming programs. She has read the book and will try join the book discussion at Lion's Tavern. Richie noted that Mike Osterholm is a good speaker and would be presenting at the library. Sharon noted that her husband was looking forward to the Fix It event at the library.

Spike reported that he was in San Francisco and visited a public library there. He distributed photos of the kids' portrait area, the laptop check out, and the share chairs that were used outside at the Presidio. The share chairs, made of heavy molded plastic, were moveable and could be arranged in different configurations.

Bell mentioned that it was National Library Week this week. ALA released its annual report about the state of American libraries, discussing trends and issues affecting public libraries, the top 11 challenged books, and fun facts. One interesting fact is that Americans go to public libraries more often than they

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go to movie theaters. Bell will send Troendle a link to the report to share with the board. (The link to the report is <http://www.ala.org/news/state-americas-libraries-report-2019>).

AGENDA ITEM 6: Employee Health Insurance Changes

Troendle called the board's attention to the side letter in the board packet that recognizes the city's transition to a high value network plan. Troendle explained that the library does not negotiate its own health insurance plan. The library is covered under the city's plan and follows what the city decides. This insurance transition does not change the contract itself, but it is a change to provided benefits.

AGENDA ITEM 7: Director Evaluation: 4-Month Progress Check

Bell reported that next month is a four-month progress check with the director. The director will prepare a response to how things are going with the goals. Questions for the trustees to consider before discussion are included in the board packet. Bell recommended a closed session for next month's report, which was what occurred during the last progress check.

AGENDA ITEM 8: Library Finances 101

Goeltl presented a review of the library's 2018 revenues, expenses, and supplemental funds as provided in the April board packet.

DECISIONAL

AGENDA ITEM 9: Strategic Planning

Bell asked if the board was ready to move forward with the approval of the strategic plan. Cox requested clarification if page 51 of the board packet would be the final strategic plan. Bell confirmed that it was the final.

Board called Sarah Keister Armstrong (SKA). SKA noted that there was one correction to the plan presented in the board packet. At the March meeting, Carlsen had suggested updating the fifth strategy under the first goal to read "Provide a community space to highlight **and connect** local organizations." This revision was not included in the strategic plan presented in the board packet. No additional changes were made to the goals and strategies.

SKA provided the board with an overview of the last iteration of the mission statement and the use of board feedback from the mission statement survey to draft the version shown on the strategic plan document. Board members expressed that the final statement was a good compromise.

Keliher moved for acceptance of strategic plan.

Carlsen moved to add an amendment to the plan regarding security of the building. He noted that the last strategic plan had a significant focus on looking at the safety of library patrons and library materials. He did not see a goal or strategy in this current plan that specifically examined if adequate safeguards were in place, especially on the upper level.

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Bell noted that her concerns about the upper level were more about service versus safety. Lockyear asked if safety and security were goals of the last strategic plan. Bell noted that while they were not specific goals, they did underlie several items.

Carlsen asked for Troendle's feedback. Troendle reported that the safety and security of materials, patrons, and staff are always of concern. In terms of materials security, Troendle noted that the library could have the best security system in place, but the most collection loss could occur by those with valid library cards who checked out many materials.

Hemer seconded Carlsen's amendment.

Board further discussed the safety and security of patrons and materials. They determined that safety and security is an ongoing operational concern but does not need to be listed on a specific line item of the strategic plan. Lockyear suggested that this could become a formal charge/duty of the Facilities Committee.

Carlsen withdrew motion.

Board voted on Keliher's original motion to approve acceptance of strategic plan. Yes – Bell, Carlsen, Cox, Hemer, Hollatz, Lockyear, Keliher, Richie. No – None.

Lockyear made a motion to allocate the following funds for the final payment of the strategic plan:

- *reallocate \$1,987.29 from a past Margaret Rivers Fund grant*
- *expend \$3,108.57 from the Alice O'Brien Estate fund*
- *expend \$4,904.14 would come from Other Government Gifts*

Keliher second. Yes – Bell, Carlsen, Cox, Hemer, Hollatz, Lockyear, Keliher, Richie. No – None.

Hollatz moved approval of final payment. Hemer second. Yes – Bell, Carlsen, Cox, Hemer, Hollatz, Lockyear, Keliher, Richie. No – None.

AGENDA 10: Minnesota Public Library Annual Report

Troendle reviewed the 2018 Minnesota Public Library Annual Report submitted to the State on April 1, 2019. Troendle highlighted visits, reference transactions, wireless use, total circulation, total programs and attendance, website visits, meeting/events usage, outreach services, volunteer hours, and policies/plans. Board discussed and asked clarifying questions.

Lockyear made motion to approve annual report. Hollatz second. Yes – Bell, Carlsen, Cox, Hemer, Hollatz, Lockyear, Keliher, Richie. No – None.

AGENDA 11: Venue Coordinator

Troendle referenced the draft of the Venue Coordinator contract emailed to board prior to the meeting. Contract is included as an attachment to the minutes. Troendle noted that One23 Events has the contract. They do have some questions, but Troendle anticipates only minor adjustments.

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Troendle requested that the Executive Committee be given authority to negotiate and finalize a contract with One23 due to the timing of upcoming events in May. Troendle would like to allow overlap between current Venue Coordinator Ellis and One23.

Lockyear expressed her concerns about the high administrative and marketing/planning costs as proposed in the contract. She is concerned that these costs would make it challenging for the library to end with any revenue.

Troendle explained that the company provided projections on how revenue dollars would be reached, and Goeltl ran additional projections. While 2019 will be a difficult transition, the library should be able to bring in \$73,000 in net revenue in 2020, after all expenses, based on the projections and the proposed contract. As for the 2019 transition costs, the Foundation will continue to provide Venue Coordinator financial support, and a grant request has been submitted to the Margaret Rivers Fund. Troendle note that the way One23 charges for events generates additional revenue from catering, alcohol sales, and other special services. These are revenue dollars that the library has not received in the past.

Hollatz noted that the Venue Coordinator task force asked the same questions as Lockyear and examined these concerns. Bell discussed that the task force did question the high marketing costs. One23 feels that there is room for additional events at the library, and marketing would help solicit additional events. Cox noted that her understanding was that compared to other venues in Stillwater, the library was underpriced. With more marketing, the status of the library space may be raised to charge additional fees and put more revenue on books.

Carlsen asked how a contract with the library jibes with One23's business plans. Troendle reported that this arrangement would be mutually beneficial for both parties. One23 does not have an outdoor venue in Stillwater, and the library provides an outdoor option that is of interest to prospective clients.

Hemer sees the use of the outdoor space of space for events as a service to the city, but it needs to be done without being a burden to the library.

Carlsen asked about One23's awareness of and sensitivity to the noise issues and SUP permit. Troendle reported that this was discussed with One23 during meetings and is included in the contract. In addition, One23 is also asked to provide an emergency access phone number in the contract to respond to noise concerns and other issues that may arise during events.

Lockyear asked about the library reaching the \$75,000 budgeted for event revenue in 2019. Troendle reported that the Finance committee has discussed this and possible strategies for this transition year. Troendle noted that the library would have this \$75,000 shortfall if no events were held.

Hemer moved to give the Executive Committee the authority to negotiate and finalize a contract with One23. Hollatz second. Yes – Bell, Carlsen, Cox, Hemer, Hollatz, Lockyear, Keliher, Richie. No – None

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REPORTS

AGENDA ITEM 12: Director and Other Staff Reports

Troendle reported that it is National Volunteer Week and National Library Week, with complimentary coffee and tea in the welcome area.

AGENDA 13: Foundation and Friends Reports

Troendle reported that Linda Long resigned from the Foundation board. She was serving as the Vice President. Ann Brownlee is now the new Vice President.

Richie asked about the Andersen grant and Huelsmann grant funds. Troendle reported that both grants were received. The Andersen grant and a portion of the Huelsmann grant was directed to Foundation-related staff costs. The remainder of the Huelsmann grant supports Light a Spark, as it has historically.

AGENDA ITEM 14: Board Committee Reports

- **Executive Committee:** Committee did not meet. Bell reminded committees to review and complete questionnaire from board retreat and submit by June. Executive Committee will send out Propel form again.
- **Facilities Committee:** Thanks to Ivy Club for assistance this year and for years to come. The trellis on top of pergola is scheduled to be replaced in late April or early May.
- **Finance:** Finance minutes were included in the board packet. Richie discussed that May meeting would look more at historical trends and comparative information. Troendle reported that the timing of the 2020 budgeting process should be similar to last year.
- **Nominating Committee:** Keliher reported that the committee met earlier that evening. In addition to managing board applications, the committee has been charged with reviewing trustee job description and bylaws. The nominating committee requested that Bell send them questions used when interviewing prior board applicants.

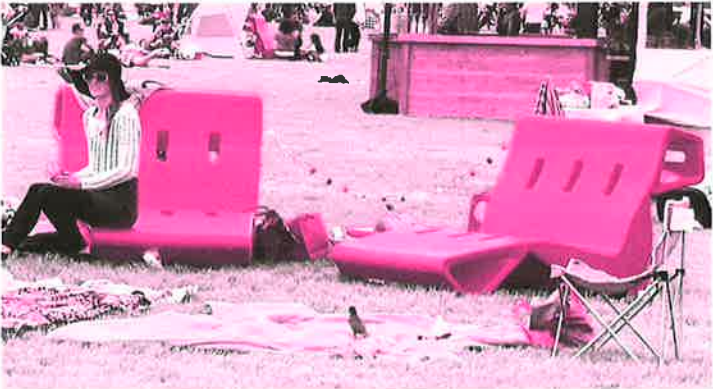
AGENDA ITEM 15: Public Commentary and Communications

Bell shared a thank you note received from the Pop-Up Book Club.

AGENDA ITEM 16: Adjournment

Adjourned at 8:56 pm.

April Minutes Addendum
Agenda Item 5: Trustee Information Sharing
Distributed by Carlsen



**STILLWATER PUBLIC LIBRARY
MANAGEMENT SERVICES AGREEMENT**

This Agreement (the “Agreement”), is effective as of _____, 2019 (“Effective Date”) by and between the Stillwater Public Library, 224 3rd Street North, Stillwater, MN 55082, a municipal corporation (“Library”) and One23 Events LLC, 214 Main Street South, Stillwater, MN 55082, a Minnesota limited liability company (“Contractor”). Library and Contractor are sometimes hereinafter referred to as the “parties.”

RECITALS

WHEREAS, Library desires to extend the contract with the Contractor to perform Management Services on behalf of Library and Contractor desires to and has agreed to do so upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby incorporated into the Agreement as though fully set forth below, the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Library and Contractor hereby agree as follows:

DEFINITIONS

The following definitions as used throughout this Agreement shall apply:

EVENT means all weddings, retirement parties, birthday parties, anniversary parties, and corporate events and other events as requested by clients and booked through Contractor which are booked after the effective date of this Agreement; except that an “Event” shall not include any event which was booked prior to the effective date of this Agreement, regardless of when such event is to take place, or to events sponsored by or through the Library.

FACILITY means the Johnson Terrace, Conference Room, Margaret Rivers A and/or Margaret Rivers B, Gallery, and the Catering Kitchen. Rental of the “Library Community Meeting Wing” includes exclusive use of: Margaret Rivers Room A & B, the Catering Kitchen, and the Conference Room. It includes non-exclusive use of the Gallery, the Parking Ramp during regular Library hours, and the Johnson Terrace.

MANAGEMENT SERVICES generally means the marketing, managing, operating, supervising, overseeing and the maintenance of the Facility, but the scope of which are more fully set forth in Exhibit A, attached hereto and incorporated herein.

YEAR 1 means _____, 2019 through _____, 2020.

YEAR 2 means _____, 2020 through _____, 2021.

**SECTION 1
AGREEMENT**

- 1.1 Agreement for Management Services.** Library hereby appoints and retains Contractor, and Contractor hereby accepts such appointment and retention for Management Services of the Stillwater Public Library during the Term, with full power and authority to carry out all of the duties and responsibilities specified herein, upon the terms and subject to conditions hereinafter set forth.

**SECTION 2
DUTIES AND RESPONSIBILITIES**

2.1 Contractor's Duties

2.1.1 Standards of Performance; Fiduciary Duty. Contractor acknowledges that there is a relationship of trust and confidence between Contractor and Library, and that Contractor has a fiduciary duty to Library pursuant to this Agreement. Contractor shall use Contractor's best skill and judgment in performing its duties and obligations hereunder and shall at all times provide such Management Services in a manner that maintains the good name of Library, perform its duties and obligations under this Agreement in an efficient, expeditious, prudent and economical manner, consistent with the best interest of Library.

2.1.2 Operation of Maintenance Services of the Stillwater Public Library. Throughout the Term, Contractor shall, subject to any restrictions or limitations set forth elsewhere in this Agreement, perform or cause to be performed all tasks necessary or appropriate in connection with the Maintenance Services. In performing such services Contractor shall, at a minimum, do each of the following:

- a. Be responsible for all maintenance of the Facility, including maintenance of equipment, cleanup of the Facility, including the Catering Kitchen, be responsible for temperature controls of the Facility, and have direction and oversight of all of Contractor's personnel. Maintenance does not include maintenance of any tech-related equipment.
- b. Hire and supervise all personnel needed to properly fulfill Contractor's requirements under this Agreement for the successful and efficient operation of the Management Services at the Facility, subject to the obligations and limitations in Exhibit A. Contractor shall take special care to ensure that all employees are qualified for their positions and have the ability to relate to the public. While working pursuant to this Agreement, employees shall represent themselves as employees of Contractor or as representatives of the Library, with appropriately identifying clothing.

- c. Ensure the Facility is ready for operation during all hours that the Facility is rented.
- d. Operate under the provisions of this Agreement in such a manner as to conform with all the ordinances of the City of Stillwater and laws of the State of Minnesota and shall give assistance to the Library in seeking conformity with the ordinances of the City of Stillwater and laws of the State. Further, Contractor agrees to enforce all rules and regulations adopted by the City of Stillwater and by the Stillwater Public Library covering the conduct of the public and services offered in the use of the Stillwater Public Library as it relates to the performance of services under this Agreement.
- e. During an Event, ensure that Library patrons are not inconvenienced, delayed nor prevented from accessing non-exclusive areas of the Library when the Library is open to the public.

2.2 Library's Responsibilities. Library agrees to provide the promises and services as described on Exhibit B, attached hereto and incorporated herein, as well as other services as agreed to by the parties.

SECTION 3 FEES

3.1 As compensation for Contractor's performance of this Agreement, Library shall pay Contractor as follows:

3.1.1 Administrative Costs of \$16,000/plus tax for Year 1 and \$12,000/plus tax for Year 2. Payments shall be made in 2 parts, on May 15 and June 15 annually.

- Virtual Tour (clickable) video creation
- Website Creation and Updating, Google Sites, SEO
- Marketing Document Creation (Web and Print)
- Phone Number Setup (Answered by Contractor Staff)
- One year subscription to management software. Library staff shall have access to reports and enter and manage Library booked events.
- One year subscription to two new online directories (Knot, Wedding Wire)
- One year membership to Chamber of Commerce
- Admin setup of contracts and Standard Operating Procedure document

3.1.2 Planning and Marketing Services - \$24,000 for Year 1, payable in monthly installments due on the 15th of each month. Payment shall be \$27,000 in Year 2, payable in monthly installments due on the 15th of each month.

- General space planning and design as needed

- Pricing and marketing documents created and updated
- Respond to leads and inquiries including sales of services - up to 20 hours per week
- Connect clients with vendor partners
- Create Vendor Network for client needs
- Organize once-a-month open houses (1-2 staff) with music, food, and partner vendors
- Cultivate reviews, social media, and respond to online reviews, solicit awards
- Tour Services - Have staff available for up to 32 hours per month (8 hours / week) for on-site tours
- Print Services - Presentation Folders, brochures available on site for handouts

3.1.3 Venue Sales and Liquor Sales.

- a. Liquor Sales would be provided by JX Event Services, LLC or outside liquor catering fee would apply.
- b. Fees shall be paid to Library monthly and shall be split as follows:
 1. Events (room and services) shall be split 50/50 between Library and Contractor
 2. Events with full service planning shall be split 25% Library and 75% Contractor (full service planning includes additional fees to the client for Events that require more labor-intensive planning services)
 3. Events on the books as of the Effective Date for 2019 and 2020 shall remain 100% to Library and all future payments for those Events shall be split 50/50.
- c. Contractor will keep current pricing, grandfathering in past clients who have booked. Venue pricing should not be negotiated down unless it is done at least 4 months before event but can be adjusted upon mutual agreement between the Contractor and Library.
- d. Notwithstanding any provision in this Agreement to the contrary, Library reserves the right to book the Facility for any use, or allow the use of the Facility for any purpose that does not interfere with a previously booked Event. Library shall be allowed to use a vendor other than Contractor to provide catering services. Library agrees that if the Contractor has previously booked the Facility on a date that the Library would like to use it, that the Contractor's booking will be given priority.

- e. The Library is limited to booking 1 weekend (a weekend is Friday through Sunday) Event per month and unlimited weekday Events (non- holiday) that are not operated by the Contractor. This does not apply if the venue date is open four (4) months in advance of the date a reservation is placed (i.e., if space is available within that four (4) month window, the Library may book up to an unlimited number of weekend events). Library-managed events will not be managed, charged, or planned by Contractor staff.
- f. All Events operated by Contractor will be scheduled and processed through Gather management software. To avoid scheduling conflicts between Library scheduled events and those scheduled by Contractor, the Library staff will input Library scheduled Events into Gather management software.
- g. July 4 of every year is solely reserved by the Library and is not a date available for Contractor to book.
- h. Contractor shall be entitled to retain, or collect if not yet paid, 50% of all Events booked by Contractor. This includes potential closing of the venue, and any refunds to clients including litigation for non-execution of an Event.
- i. Along with the monthly payment, the Contractor shall provide to Library an itemized monthly accounting of the following items for each Event: 1) the Facility Rental Fees charged and collected; 2) the Food and Beverage revenue from the sale of all food and beverages; and 3) any other revenue received by the Contractor as a result of providing any services under this Agreement, including, but not limited to tips.

SECTION 4 RECORDS

- 4.1** All records and supporting documentation maintained by Contractor pursuant to this Agreement and/or relating to Contractor's services on behalf of the Library, are governed by the Minnesota Government Data Practices Act, and shall provide copies of all such documents upon the Library's request. Contractor agrees that Library may perform its own financial audits of Contractor's records, as related to this Agreement. Library, or persons appointed by Library may, during ordinary business hours, examine all records and supporting documentation maintained by Contractor pursuant to this Agreement, and all of Contractor's payroll documents, records and files relating to services provided by Contractor's staff pursuant to this Agreement. Should Library or Library's employees or representatives discover any errors in record-keeping, Contractor shall correct such discrepancies promptly upon discovery and notification thereof, and make all appropriate and necessary adjustments. Contractor shall inform Library in writing of the action taken to correct any such audit discrepancies. Failure to comply with this section shall be cause for early termination with cause pursuant to Section 7.3.

SECTION 5 INDEMNIFICATION

- 5.1** Except for any willful misrepresentation or any willful or wanton misconduct or any negligent act or omission of the Library and the governing body members, officers, and employees thereof (“Indemnified Parties”), Contractor releases from, and covenants and agrees that the Indemnified Parties shall not be liable for, and agrees to indemnify, defend and hold harmless the Indemnified Parties for damages that arise out of the negligent acts, errors and omissions of Contractor and its employees; provided that the indemnity shall not apply to the extent such loss or damage is caused by the Library.
- 5.2** The Indemnified Parties shall not be liable for any damage or injury to the persons or property of the Contractor, its officers, agents, servants or employees or any other person who may assist with the Management Services, to the extent such damage or injury is due to any act of negligence of any person, other than any act of negligence on the part of any Indemnified Party or its officers, agents, servants or employees.

SECTION 6 INSURANCE

- 6.1** **Insurance.** During the performance of the Services under this Agreement, Contractor shall maintain the following insurance:
- a. General Liability Insurance, with a limit of \$2,000,000 for any number of claims arising out of a single occurrence, pursuant to Minnesota Statutes, Section 466.04, or as may be amended;
 - b. Professional Liability Insurance, with a limit of \$2,000,000 for any number of claims arising out of a single occurrence.
 - c. Workers’ Compensation Insurance in accordance with statutory requirements.
 - d. Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.

Contractor shall furnish the Library with certificates of insurance, which shall include a provision that such insurance shall not be canceled without written notice to the Library. The Library shall be named as an additional insured on the General Liability Insurance policy and the Professional Liability Insurance policy.

SECTION 7 TERM AND TERMINATION

- 7.1** **Term of Agreement.** The Term of this Agreement shall commence on the Effective Date and shall terminate in two years, unless terminated earlier. This Agreement may be

extended, modified or amended by mutual written consent of the parties.

- 7.2 Early Termination Without Cause.** Either party may terminate this Agreement upon Ninety (90) days' advance written notice to the other party, without penalty or cause. Upon termination under this provision, Contractor shall be paid for Services rendered through the effective date of termination.
- 7.3 Early Termination With Cause.** Either party may terminate this Agreement for failing to perform a term, condition or requirement of this Agreement by giving at least 30 days' advanced written notice to the defaulting party. After receipt of such notice, the defaulting party shall have 10 days to cure the default. If the default is not cured, then upon termination under this provision, Contractor shall be paid for Services rendered through the effective date of termination.
- 7.4 Immediate Termination.** If either party is in default and the default is such that it poses a threat to the health, safety or welfare of the public, as reasonably determined by the non-defaulting party, the non-defaulting party may take any immediate steps it determines are necessary to cure the default. In this event, this Agreement shall terminate immediately upon notice to the defaulting party. The defaulting party shall pay all costs and expenses incurred by the non-defaulting for taking any corrective action. Upon termination under this provision, if Contractor is the non-defaulting party, Contractor shall be paid for Maintenance Services rendered through the effective date of termination.
- 7.5 Actions Following Termination.** Upon any termination of this Agreement for any reason whatsoever, Contractor shall, for a period of thirty (30) days following such termination, assist and cooperate with Library to the extent deemed necessary by Library to ensure an orderly and efficient transfer of the Management Services of the Stillwater Public Library by Contractor to Library or to Library's designee. This covenant of Contractor contained herein shall survive and remain in full force and effect following any such termination of this Agreement.

SECTION 8 GENERAL PROVISIONS

- 8.1 Transfer and Assignment.** This contract is not assignable and may not be conveyed to any other party without the prior written consent of Library.
- 8.2 Warranties and Representations.** Contractor hereby represents and warrants that in entering into this Agreement, Contractor has not relied on any statements from Library or any representative thereof, and has conducted such due diligence and investigations as Contractor deems appropriate before entering into this Agreement.
- 8.3 Independent Contractor.** Contractor and Library hereby acknowledge and agree that Contractor, in performing under this Agreement, will be and will at all times act as an independent contractor in the performance of its duties and responsibilities set forth herein,

- 8.7 **Construction of Agreement.** The language in all parts of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against either Library or Contractor.
- 8.8 **Successors and Assigns.** Except as herein otherwise provided, the terms hereof shall be binding upon and shall inure to the benefit of the successors and assigns, respectively, of Library and Contractor. Nothing stated in the foregoing sentence shall limit the provisions of Section 8.1 of this Agreement entitled “Transfer and Assignment.”
- 8.9 **Applicable Law.** This Agreement and all provisions hereof, irrespective of the place of execution or performance, shall be construed and enforced in accordance with the laws of the State of Minnesota. The sole and exclusive venue for any legal action under this Agreement or in any way related to the Stillwater Public Library shall be the Washington County District Court.
- 8.10 **Savings Clause.** Any provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefit by any party hereunder, or substantially increase the burden on any party hereto, shall be held to be invalid or unenforceable to any extent, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.
- 8.11 **Approval by Library.** In any provision of this Agreement where Library’s approval or consent is required, Library shall, except to the extent specifically stated to the contrary in such provision, have the right to withhold or refuse its approval or consent, in Library’s sole and absolute discretion.
- 8.12 **Counterparts.** This Agreement may be executed in any number of counterparts, and each of such counterparts for all purposes shall be deemed to be an original, and all such counterparts together shall constitute one and the same agreement.
- 8.13 **Nondiscrimination in Employment.** Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex (including pregnancy, childbirth or related medical conditions), national origin, ancestry, age, physical disability, mental disability, medical condition, family care status, veteran’s status, medical status, sexual orientation or any other characteristic protected by federal, state or local law.
- 8.14 **Time.** Time is of the essence of this Agreement and each provision hereof of which time is an element.

[REMAINDER INTENTIONALLY LEFT BLANK]

EXHIBIT A
CONTRACTOR RESPONSIBILITIES

A. Equipment.

Unless otherwise indicated, the Contractor is responsible for all furnishings and equipment necessary or desirable to perform the services in this Agreement. Contractor may use Library meeting room and terrace-designated tables and chairs for Contractor events at the Library. Library artwork may not be moved or covered. Library glass display cases may not be moved but may be covered during an event. The Contractor shall not permit the display of personal works of art using the Library gallery hangers or display cases, even if no artwork is displayed at the time of the Event. Contractor shall not bring in furniture from outside the library unless permission has been granted by the Library Director.

B. Storage.

Contractor shall be solely responsible for the storage of its property. Contractor shall assume all liability for theft and loss of its property while stored at the Facility or elsewhere. If alcohol is stored on-site, it shall be in a locked container/cabinet provided by Contractor.

C. Library Policies.

Contractor acknowledges that the Library has established ordinances, regulations and policies which govern the use of the Facility. Contractor agrees to comply with all current and future Library ordinances, regulations and policies that apply to the Facility, including the City of Stillwater Special Use Permit (Exhibit B) issued to the Library.

D. Reservations.

Contractor shall be responsible for taking reservations for all Events at the Facility in a manner consistent with applicable Library ordinances, regulations and policies. Contractor shall enter into a separate contract with each client, which complies with the terms of this Agreement and with all Library policies. Such contract shall include:

1. The name, address and telephone number of the individual or other entity reserving the Facility;
2. The date on which the Facility will be used;
3. The type of event being held at the Facility;
4. The hours for which the Facility has been reserved; and
5. The rate charged for the Facility.

The contract between the Contractor and the client must be approved by Library in advance of the Event. Such approval shall be made within seventy-two business hours of receipt of the contract except in exigent circumstances. Library reserves the right to exercise its sole discretion in making the decision whether to approve or deny a contract between a client and the Contractor for an event at the Facility.

If a reservation is cancelled, Contractor shall notify the Library of the cancellation within twenty-four business hours of receiving notice. Contractor agrees to abide by the Library's cancellation policy.

To ensure prompt reservation service, Contractor agrees to maintain a voice mail system accessible twenty-four (24) hours per day. Contractor further agrees to return all calls within twenty-four (24) business hours except in extraordinary situations.

E. Security.

Contractor shall coordinate and provide necessary security for events when required. Clients shall pay for additional event security as determined by Contractor. Contractor shall be responsible for security of Library and safety of clients. At the end of an Event, if the Library is closed to the general public, Contractor shall be responsible for conducting a security sweep to ensure no members of the public remain in the Library. Contractor shall securely lock and secure all doors and parking ramp gates and activate the security alarm before leaving Library unattended.

F. Maintenance.

1. On the day of an Event, Contractor shall set up and configure reserved space for client. This includes setting up tables and chairs.
2. After an Event, Contractor shall collect and deposit all trash and garbage within the perimeter of the space utilized by Contractor in Library-provided containers and recycling bins in the trash enclosure room. Cleanup of any spills or accidents by Contractor's clients is also required.
3. After an Event, Contractor shall return Library spaces to the standard setup and configuration as they were prior to the Event, either before the next scheduled use of the space or before the Library next opens for regular business, whichever comes first. This includes taking down and returning tables and chairs to storage, if applicable.
4. Contractor will coordinate tent setup and removal for grandfathered and new clients.
5. Cleaning and maintenance of Contractor-provided equipment.
6. Maintenance and repair of all food service equipment
7. Maintenance and repair of all Contractor-provided equipment and furniture and

- Contractor's telephone service.
8. Contractor must maintain the food service space and equipment in a clean, safe and sanitary manner. The Contractor must comply with all health and safety standards required by law.
 9. Ensure that all remaining food is removed from the Facility or properly disposed of immediately after an Event.

G. Taxes.

1. Contractor shall pay when due and payable all applicable federal, state and local taxes.
2. Contractor shall pay before delinquency, all municipal, Library, state or federal taxes that might be assessed during the term of the Agreement against personal property of any kind, owned by and placed in upon or about the premises.

H. Permits/Licenses.

Contractor shall obtain and maintain all required permits and licenses necessary to operate the food services, vending and mobile or portable auxiliary retail outlets included in this Agreement.

I. Attendance at Meetings.

Contractor staff will attend meetings with Planning Commission, City Council and Library Staff as needed.

J. Photography.

Photography may take place only during the rental period. Photography is allowed on the Johnson Terrace or within the event wing.

Photography may not take place inside the Library services area during normal Library hours with the exception of pre-approved photography under the supervision of the Contractor, which shall occur only when no Library patron is being inconvenienced by the photographer or by the location of the photo shoot.

K. Promotional Literature.

Contractor agrees not to use the term "Stillwater Public Library" or any derivative thereof, or any logo, symbol or icon representing the Library in any promotional literature, advertisements of any type or form or client lists without the prior written consent of the Library Director.

L. Emergency Access Phone Number.

Contractor agrees to provide an emergency access phone number of Contractor's on-site staff during an Event to address concerns regarding noise, parking or other nuisance activity immediately occurring. Such phone numbers shall not be used for any other purpose other than to address nuisance activity during an Event.

EXHIBIT B
LIBRARY RESPONSIBILITIES

A. Right of Access and Use of Equipment.

For all Events managed by the Contractor pursuant to this Agreement, the Contractor is granted the right to enter onto Library property and use the Facility and all the Additional Equipment located therein to the extent as is reasonable and necessary for the Contractor to carry out its responsibilities for Events.

B. On-Call Staff.

During the hours of Events for which Contractor is providing management services, the Library shall cause at least one Library employee to be available by text or phone to address issues or facilitate communication with appropriate Library personnel that may arise during Events.

C. General

Library shall provide for the following:

1. Maintenance, repair and service of Library-provided building elements including floors, walls, ceilings, plumbing, electrical and HVAC systems, elements and components.
2. Use of catering ramp, if any.
3. Trash and garbage is deposited by the Contractor in Library-provided containers and recycling bins in the trash enclosure room.
4. Heating, ventilating and air-conditioning of the space.
5. Replacement/repair at Library's option of Library-provided equipment that has become unserviceable throughout the term of this Agreement except for replacement/repair required as a result of negligence, inappropriate use or absence of ongoing daily maintenance provided by the Contractor, in which case, Contractor will be responsible for the cost of equipment replacement/repair.

D. Utilities and Other Services.

Library shall pay for all utilities for the Facility. Utilities include electric, natural gas, water, sewer, telephone and security alarm.

Agenda Items Details

AGENDA ITEM NAME & BRIEF DESCRIPTION: Acknowledgement of Bills Paid in April 2019				
OWNER: Goeltl, Business & Communications Manager		PRESENTER: Troendle, Director		
REQUESTED AGENDA TYPE (A, I, D): A		IS THIS A POLICY OR SIMILAR DOCUMENT FOR APPROVAL? IF YES, NOTE STATUS – 1 st READ, 2 nd READ/FINAL APPROVAL:		
IF ACTION ITEM, PLEASE DESCRIBE REQUESTED ACTION: Approval of April 2019 bills paid				
BACKGROUND/CONTEXT: Following is a bills report summary for the month of April 2019:				
April 2019 (2019 Fiscal Year)				
	<i>City</i>	<i>Foundation</i>	<i>Other Supplemental</i>	<i>Total</i>
Operating Expenditures	\$ 18,866.01	\$ 215.61	\$ 237.04	\$ 19,318.66
Capital Expenditures	\$ 9,124.94	\$ -	\$ -	\$ 9,124.94
Total	\$ 27,990.95	\$ 215.61	\$ 237.04	\$ 28,443.60
Explanations of large or out of the ordinary payments are listed below: <i>Bill Resolution: April 2, 2019</i>				
<ul style="list-style-type: none"> • \$900.00 paid to Clog Un-Boggler for roof drain repairs. • \$1,628.60 paid to Master Mechanical to repair coil from 1/30/19 heating incident. 				
<i>Bill Resolution: April 16, 2019</i>				
<ul style="list-style-type: none"> • \$1,160 paid to Loffler for annual maintenance on switches. • \$9,124.94 paid to Loffler for public copier and print/copy release station for IT transition project. \$8,000.00 of the funds came from the capital budget and \$1,124.94 from capital reserve. • \$1,882.00 for annual maintenance contract for HVAC system. 				
ATTACHMENTS/SUPPLEMENTARY DOCUMENTS: 4/2/2019 Bill Resolution – 2019 Bills 4/16/2019 Bill Resolution – 2019 Bills				
PREVIOUS ACTION ON ITEM:				
REVIEWED BY COMMITTEE?:				

2019 Bill Resolutions

The following bills have been examined and are approved for payment.
 Mary Richie, Secretary/Treasurer, Board of Trustees

INVOICE #	INVOICE DATE	VENDOR	ITEM	AMOUNT	FUND CODE	FUND NAME
INVOICES PAYABLE						
W01550021	3/15/2019	1000 Bulbs.com	Lighting	\$ 129.13	230-4231-2101-0000	General Supplies - Lib Plant
4022019	4/2/2019	Brodart Co	Materials - Juv	\$ 1,327.29	230-4230-2400-0000	Childrens Books
4022019	4/2/2019	Brodart Co	Materials - Adult Fiction	\$ 1,956.96	230-4230-2401-0000	Adult Books - Fiction
4022019	4/2/2019	Brodart Co	Materials - Adult Nonfiction	\$ 564.32	230-4230-2405-0000	Adult Books - Non Fiction
4022019	4/2/2019	Brodart Co	Materials - YA	\$ 801.81	230-4230-2406-0000	Teen Books
4022019	4/2/2019	Brodart Co	Materials - Processing	\$ 402.79	230-4230-3404-0000	Processing Fee
4022019	4/2/2019	Brodart Co	Materials - Adult Nonfiction (Athena)	\$ 33.82	235-4235-2101-0000	Library Donations Materials
66766893	3/13/2019	Cengage Learning	Materials - Adult Fiction	\$ 67.49	230-4230-2401-0000	Adult Books - Fiction
66794272	3/19/2019	Cengage Learning	Materials - Adult Fiction	\$ 31.19	230-4230-2401-0000	Adult Books - Fiction
66803008	3/20/2019	Cengage Learning	Materials - Adult Fiction	\$ 74.22	230-4230-2401-0000	Adult Books - Fiction
4018560275	3/20/2019	Cintas Corporation	Mat & Towel Cleaning Service	\$ 66.64	230-4231-4099-0000	Miscellaneous Charges - Lib Plant
15945	3/16/2019	Clog Un-Boggler Inc.	Roof Drains	\$ 900.00	230-4231-3703-0000	Building Repair Charges
306-02444792-3	2/28/2019	Culligan of Stillwater	Water	\$ 53.01	230-4230-4099-0000	Miscellaneous Charges
3272019	3/27/2019	Hedin Sue	Programs - Adult (SPLF 2018 -07) Staff Reimbursemen	\$ 95.65	232-4232-2407-0000	SPLF - Programs
3232019	3/23/2019	Jacobsen Aurora	Programs - Adult (SPLF 2018 - 07) Staff Reimbursemen	\$ 14.00	232-4232-2407-0000	SPLF - Programs
3232019	3/23/2019	Jacobsen Aurora	Domain Change Staff Reimbursement	\$ 10.07	230-4230-3098-0000	Technology Support
3232019	3/23/2019	Jacobsen Aurora	Materials - Adult Fiction - Staff Reimbursement	\$ 37.10	230-4230-2405-0000	Adult Books - Non Fiction
3064301	3/19/2019	Loffler Companies	Printer/Copier Contract	\$ 279.96	230-4230-3707-0000	Maintenance Agreements
53251	3/21/2019	Master Mechanical Inc.	Jan 30 Htg Incident - Coil Repair	\$ 1,628.60	230-4231-3703-0000	Building Repair Charges
47724	3/14/2019	Menards	Janitorial Supplies	\$ 85.65	230-4231-2102-0000	Janitorial Supplies
47993	3/19/2019	Menards	Janitorial Supplies	\$ 57.51	230-4231-2102-0000	Janitorial Supplies
W19020593	3/20/2019	Office of MN IT Services	February Phone	\$ 138.50	230-4231-3101-0000	Telephone
720876	3/1/2019	NADA Used Car Guide	Adult Books - NF	\$ 137.00	230-4230-2405-0000	Adult Books - Non Fiction
76198346	3/13/2019	Recorded Books Inc	Materials - eAudio (Adult)	\$ 56.90	230-4230-2409-0000	Electronic Materials
15246238	3/15/2019	Toshiba Business Solutions	Maintenance Contract	\$ 37.10	230-4230-3707-0000	Maintenance Agreements
		INVOICES SUBTOTAL		\$ 8,986.71		
CREDIT CARD						
None						
		CREDIT CARD SUBTOTAL		\$ -		
MANUAL BILL PAYOUTS (Check issued between bill resolutions to comply with payment terms)						
None						
		MANUAL PAYOUT SUBTOTAL		\$ -		
		GRAND TOTAL		\$ 8,986.71		

Submitted for payment

Mark Troendle, Library Director

2019 Bill Resolutions

The following bills have been examined and are approved for payment.
 Mary Richie, Secretary/Treasurer, Board of Trustees

INVOICE #	INVOICE DATE	VENDOR	ITEM	AMOUNT	FUND CODE	FUND NAME
INVOICES PAYABLE						
3798-204922/1	3/6/2019	Ace Hardware	Janitorial Supplies	\$ 12.08	230-4231-2102-0000	Janitorial Supplies
3798-204930/1	3/6/2019	Ace Hardware	Janitorial Supplies	\$ 53.53	230-4231-2102-0000	Janitorial Supplies
3798-205168/1	3/18/2019	Ace Hardware	Janitorial Supplies	\$ 26.97	230-4231-2102-0000	Janitorial Supplies
4162019	4/16/2019	Brodart Co	Materials - Juv	\$ 534.11	230-4230-2400-0000	Childrens Books
4162019	4/16/2019	Brodart Co	Materials - Adult Fiction	\$ 736.60	230-4230-2401-0000	Adult Books - Fiction
4162019	4/16/2019	Brodart Co	Materials - Adult Nonfiction	\$ 617.83	230-4230-2405-0000	Adult Books - Non Fiction
4162019	4/16/2019	Brodart Co	Materials - YA	\$ 332.19	230-4230-2406-0000	Teen Books
4162019	4/16/2019	Brodart Co	Materials - Processing	\$ 225.56	230-4230-3404-0000	Processing Fee
4162019	4/16/2019	Brodart Co	Materials - Adult Nonfiction (SPLF Trav)	\$ 45.96	232-4232-2113-0000	SPLF - Materials
51283	4/9/2019	Card Source	Library Cards	\$ 537.18	230-4230-2101-0000	General Supplies
66827137	3/25/2019	Cengage Learning	Adult Fiction	\$ 123.16	230-4230-2401-0000	Adult Books - Fiction
66833849	3/26/2019	Cengage Learning	Adult Fiction	\$ 80.98	230-4230-2401-0000	Adult Books - Fiction
66886160	4/3/2019	Cengage Learning	Adult Fiction	\$ 60.78	230-4230-2401-0000	Adult Books - Fiction
79405014	4/1/2019	Comcast	Internet/WiFi	\$ 406.92	230-4230-3098-0000	Technology Support
306-02444792-3	3/31/2019	Culligan of Stillwater	Water	\$ 60.23	230-4230-4099-0000	Miscellaneous Charges
4032019	4/3/2019	Friends of the Stillwater Public Library	Friends Reimbursement	\$ 435.00	228-4228-1990-0000	Friends of Library Pass Thru
26881	4/5/2019	Heritage Printing	ShelfLife Newsletter City Insert - March 2019	\$ 637.00	230-4230-3400-0000	Printing and Publishing
3065984	3/20/2019	Loffler Companies	Annual Maintenance on Switches	\$ 1,160.00	230-4230-3098-0000	Technology Support
3067699	3/22/2019	Loffler Companies	Library IT Project - Copier Release Station (Cap Reserv	\$ 1,124.94	120-4230-5310-0000	C/O MIS Computer Equipment
3067661	3/22/2019	Loffler Companies	Library IT Project: Public Copier (19 Cap Budget)	\$ 4,424.24	120-4230-5310-0000	C/O MIS Computer Equipment
3067699	3/22/2019	Loffler Companies	Library IT Project - Copier Release Station (19 Cap Bud	\$ 3,575.76	120-4230-5310-0000	C/O MIS Computer Equipment
4162019	4/16/2019	Midwest Tape	Materials - Audio	\$ 9.74	230-4230-2402-0000	Audio
4162019	4/16/2019	Midwest Tape	Materials - Video	\$ 169.42	230-4230-2408-0000	Film/Video
4162019	4/16/2019	Midwest Tape	Materials - Processing	\$ 25.22	230-4230-3404-0000	Processing Fee
20003885	8/14/2018	MN Library Assoc.	MLA Fall Conference (Petrie)	\$ 220.00	230-4230-3201-0000	Seminar/Conference Fees
504202578	2/14/2019	Motion Picture Licencing Corporation	Programs - Film Screening License (Friends 2019-03 Pr	\$ 203.22	229-4229-4099-0000	Friends - Misc
159388	4/9/2019	NAC Mechanical and Electrical Services	Annual Alterton System Maintenance	\$ 1,882.00	230-4231-3707-0000	Maintenance Agreements - Lib Plant
442018	4/4/2018	Petrie Angela	Staff Reimbursement- Power Up Conference Expenses	\$ 27.17	230-4230-3201-0000	Seminar/Conference Fees
442018	4/4/2018	Petrie Angela	Mileage	\$ 293.48	230-4230-3200-0000	Mileage
70566622	4/1/2019	Proquest	Library Thing for Libraries (Annual)	\$ 579.89	230-4230-3098-0000	Technology Support
3132019	3/13/2019	Reyers Mariah E.	Programs - JUV (SPLF 2018 - 07 YS)	\$ 60.00	232-4232-2407-0000	SPLF - Programs
155445	4/24/2019	Washington County Library	Q1 2019 Notices	\$ 197.82	230-4230-3102-0000	Postage
156131	4/24/2019	Washington County Library	Q1 2019 Notices	\$ 85.91	230-0000-3880-0030	Lost/Damaged Fees
156131	4/24/2019	Washington County Library	Q1 2019 Notices	\$ 112.00	230-0000-3880-0040	Lost/Overdue Processing Fees
			INVOICES SUBTOTAL	\$ 19,076.89		
CREDIT CARD						
114327	2/11/2019	Community Thread	Membership- Volunteer Coordinator	\$ 80.00	230-4230-4000-0000	Memberships and Dues
484944	2/4/2019	University of Wisconsin- Extension	Conference - YS (Angie)	\$ 300.00	230-4230-3201-0000	Seminar/Conference Fees
			CREDIT CARD SUBTOTAL	\$ 380.00		
MANUAL BILL PAYOUTS (Check issued between bill resolutions to comply with payment terms)						
None						
			MANUAL PAYOUT SUBTOTAL	\$ -		
			GRAND TOTAL	\$ 19,456.89		

Submitted for payment

Mark Troendle, Library Director

Agenda Items Details

AGENDA ITEM NAME & BRIEF DESCRIPTION: 2019 March Budget Status Report	
OWNER: Troendle, Library Director Goeltl, Business & Communications Manager	PRESENTER: Troendle, Library Director
REQUESTED AGENDA TYPE (A, I, D): I	IS THIS A POLICY OR SIMILAR DOCUMENT FOR APPROVAL? IF YES, NOTE STATUS – 1 st READ, 2 nd READ/FINAL APPROVAL:
IF ACTION ITEM, PLEASE DESCRIBE REQUESTED ACTION:	
<p>BACKGROUND/CONTEXT: Attached is a budget status report for the period from January 1–March 31, 2019.</p> <p><u>120 Funds – Capital Projects:</u> There were \$36,605.89 in capital expenditures for 2019. All expenditures were for the WCL/City IT Transition.</p> <p><u>230 Funds – Expenditures:</u> Operating - Personnel Services: Personnel expenditures totaled \$246,379.04 through March.</p> <ul style="list-style-type: none"> <i>Pending Journal Entry:</i> Due to the fiscal year change, Finance will need to make journal entry corrections to remove compensation for days worked in 2018 but paid in 2019. They will also add in health insurance pre-payments made in 2018 for the 2019 fiscal year. <p>Operating - Supplies & Materials:</p> <ul style="list-style-type: none"> The total collection budget for physical, database and e-materials is \$97,900. While more than \$25,000 in materials have been ordered through March from both city and supplemental funds, only \$5,879.89 has been paid out in city funds. Part of this is due to 2019 pre-payments for periodicals and subscriptions not reflecting in the 2019 totals yet (see below) and part of this is the natural lag time between ordering and invoicing for materials. <i>Pending Journal Entry:</i> \$6,019.35 was pre-paid in December 2018 to Ebsco Publishing for the purchase of 2019 magazine and newspaper subscriptions. \$4,455.11 of this charge needs to be transferred from the 2018 230-000-1410-1000 prepaid account in 2018 to the 230-4230-2403-0000 periodicals account for 2019. The remaining \$1,564.24 was funded by a Foundation grant and needs to be transferred from the prepaid account to the Foundation account 232-4232-2113-0000. <i>Pending Journal Entry:</i> \$499.20 was pre-paid in December 2018 to Recorded Books for the 2019 standing order plan for foreign films. This charge needs to be transferred from the 2018 230-000-1410-1000 prepaid account in 2018 to the 230-4230-2408-0000 film/video account for 2019. <p>Operating – Services and Charges:</p> <ul style="list-style-type: none"> <i>Pending Journal Entry:</i> \$20,624.67 was pre-paid in December 2018 to Bibliotheca for the 2019 maintenance agreement for the self-checks, sorter, and RFID pads. This charge needs to be transferred from the 2018 230-000-1410-1000 prepaid account in 2018 to the 230-4230-3707-0000 maintenance agreement account for 2019. <p>Plant – Personnel Services: Personnel expenditures totaled \$30,215.86 through March.</p> <ul style="list-style-type: none"> <i>Pending Journal Entry:</i> Due to the fiscal year change, Finance will need to make journal entry corrections to remove compensation for days worked in 2018 but paid in 2019. They will also add in health insurance pre-payments made in 2018 for the 2019 fiscal year. 	

Agenda Item Cover Sheet

BOARD MEETING DATE:
May 14, 2019

Agenda Item: 4c

Plant – Services and Charges: Plant services and charges totaled \$16,078.17 through March. \$3,952.95 were for building repairs related to the January 30th heating incident. Vendor bills from the heating incident are still being received.

ATTACHMENTS/SUPPLEMENTARY DOCUMENTS:
2019 March Budget Status Report

PREVIOUS ACTION ON ITEM:

REVIEWED BY COMMITTEE?:

General Ledger

Budget Status

User: kgoeltl
 Printed: 5/9/2019 - 7:29 AM
 Period: 1 to 3, 2019



Account Number	Description	Budget Amount	Period Amount	YTD Amount
Fund 120	CAPITAL OUTLAY			
Dept 120-4230	LIBRARY			
E25	CAPITAL OUTLAY			
120-4230-5200-0000	C/O & Improvements	12,500.00	0.00	0.00
120-4230-5300-0000	C/O Machinery & Equipment	0.00	0.00	0.00
120-4230-5310-0000	C/O MIS Computer Equipment	41,100.00	36,605.89	36,605.89
	E25 Sub Totals:	53,600.00	36,605.89	36,605.89
	Expense Sub Totals:	53,600.00	36,605.89	36,605.89
	Dept 4230 Sub Totals:	53,600.00	36,605.89	36,605.89
Dept 120-4231	LIBRARY PLANT			
E25	CAPITAL OUTLAY			
120-4231-5200-0000	C/O & Improvements	46,400.00	0.00	0.00
120-4231-5300-0000	C/O Machinery & Equipment	0.00	0.00	0.00
	E25 Sub Totals:	46,400.00	0.00	0.00
	Expense Sub Totals:	46,400.00	0.00	0.00
	Dept 4231 Sub Totals:	46,400.00	0.00	0.00
	Fund Revenue Sub Totals:	100,000.00	0.00	0.00
	Fund Expense Sub Totals:	100,000.00	36,605.89	36,605.89
	Fund 120 Sub Totals:	100,000.00	36,605.89	36,605.89
	Revenue Totals:	0.00	0.00	0.00
	Expense Totals:	100,000.00	36,605.89	36,605.89
	Report Totals:	100,000.00	36,605.89	36,605.89

General Ledger

Budget Status

User: kgoeltl
 Printed: 5/8/2019 - 5:04 PM
 Period: 1 to 3, 2019



Account Number	Description	Budget Amount	Period Amount	YTD Amount
Fund 230	LIBRARY FUND			
Dept 230-0000				
R05	TAXES			
230-0000-3010-0100	Current Property Taxes	0.00	0.00	0.00
	R05 Sub Totals:	0.00	0.00	0.00
R25	CHARGES FOR SERVICES			
230-0000-3500-0100	Meeting Room Rental Fees	75,000.00	9,265.00	9,265.00
230-0000-3520-0100	Copier/Printer Sales	6,500.00	1,476.75	1,476.75
230-0000-3880-0200	Gallery Fees	500.00	0.00	0.00
230-0000-3880-0500	Book & Other Enterprise Sales	200.00	55.00	55.00
	R25 Sub Totals:	82,200.00	10,796.75	10,796.75
R40	MISCELLANEOUS			
230-0000-3810-0200	Interest Earnings-Investments	1,000.00	0.00	0.00
230-0000-3820-0100	Gifts	1,500.00	125.00	125.00
230-0000-3830-0100	Sale of Property	0.00	0.00	0.00
230-0000-3860-0100	Lease/Rentals	0.00	0.00	0.00
230-0000-3860-0200	Parking Rental	0.00	0.00	0.00
230-0000-3870-0100	Refunds and Reimbursements	500.00	0.00	0.00
230-0000-3880-0020	Library Card Fees	1,500.00	186.00	186.00
230-0000-3880-0030	Lost Materials	2,500.00	459.80	459.80
230-0000-3880-0040	Processing Fees	6,000.00	976.00	976.00
230-0000-3880-0050	Registration	0.00	0.00	0.00
230-0000-3880-0100	Miscellaneous Income	0.00	0.00	0.00
230-0000-3880-0300	Cash Short/Over	0.00	-5.19	-5.19
	R40 Sub Totals:	13,000.00	1,741.61	1,741.61
R45	OTHER FINANCING SOURCES			
230-0000-3910-0100	Transfer In-General Fund	1,299,642.00	0.00	0.00
230-0000-3910-0232	Transfer In-Library Fundraiser	0.00	0.00	0.00
230-0000-3910-0404	Transfer In-Co Bonds 2004	0.00	0.00	0.00
230-0000-3910-0405	Transfer In-GO CO Bonds 2005	0.00	0.00	0.00
230-0000-3910-0412	Transfer In-GO CO Bonds 2012	0.00	0.00	0.00
230-0000-3910-0414	Transfer In-GO CO Bonds 2014	0.00	0.00	0.00

General Ledger

Budget Status

User: kgoeltl
 Printed: 5/8/2019 - 5:04 PM
 Period: 1 to 3, 2019



Account Number	Description	Budget Amount	Period Amount	YTD Amount
230-0000-3910-0415	Transfer In-2015 GO CO Bonds	0.00	0.00	0.00
230-0000-3910-0416	Transfer In-CO Bonds 2006	0.00	0.00	0.00
230-0000-3910-0420	Transfer In-Co Bonds	0.00	0.00	0.00
230-0000-3910-0423	Transfer In-2001 C/O Bonds	0.00	0.00	0.00
230-0000-3910-0424	Transfer In-Co Bonds 2000	0.00	0.00	0.00
230-0000-3910-0426	Transfer In - CO Bonds 2016	0.00	0.00	0.00
230-0000-3910-0427	Transfer In - CO Bonds 2017	0.00	0.00	0.00
230-0000-3910-0490	Transfer In-Capital Projects	0.00	0.00	0.00
	R45 Sub Totals:	1,299,642.00	0.00	0.00
	Revenue Sub Totals:	1,394,842.00	12,538.36	12,538.36
	Dept 0000 Sub Totals:	-1,394,842.00	-12,538.36	-12,538.36
Dept 230-4230	LIBRARY OPERATIONS			
E05	PERSONNEL SERVICES			
230-4230-1000-0000	Full Time Salaries	382,588.92	47,952.14	47,952.14
230-4230-1100-0000	Overtime - Full Time	0.00	0.00	0.00
230-4230-1111-0000	Severance Pay	0.00	0.00	0.00
230-4230-1112-0000	Sick Pay	0.00	2,718.66	2,718.66
230-4230-1113-0000	Vacation Pay	0.00	7,555.55	7,555.55
230-4230-1200-0000	Part Time Salaries	353,635.68	136,810.41	136,810.41
230-4230-1300-0000	Overtime - Part Time	0.00	0.00	0.00
230-4230-1410-0000	PERA	55,216.85	13,707.22	13,707.22
230-4230-1420-0000	FICA/Medicare	56,321.18	14,755.22	14,755.22
230-4230-1500-0000	Hospital / Medical	100,193.22	21,814.20	21,814.20
230-4230-1520-0000	Dental Insurance	3,010.50	950.75	950.75
230-4230-1540-0000	Life Insurance	620.52	115.49	115.49
230-4230-1990-0000	Grant Pass Thru	0.00	0.00	0.00
	E05 Sub Totals:	951,586.87	246,379.64	246,379.64
E10	SUPPLIES			
230-4230-2000-0000	Office Supplies	0.00	0.00	0.00
230-4230-2101-0000	General Supplies	4,500.00	815.80	815.80
230-4230-2113-0000	Reference	2,500.00	1,050.00	1,050.00
230-4230-2114-0000	Data Base Searching	2,000.00	1,241.01	1,241.01
230-4230-2302-0000	Other Minor Equipment	3,000.00	116.77	116.77
230-4230-2400-0000	Childrens Books	19,100.00	842.16	842.16
230-4230-2401-0000	Adult Books - Fiction	19,500.00	1,931.03	1,931.03
230-4230-2402-0000	Audio	14,000.00	66.23	66.23
230-4230-2403-0000	Periodicals	4,900.00	0.00	0.00
230-4230-2405-0000	Adult Books - Non Fiction	18,500.00	330.42	330.42
230-4230-2406-0000	Teen Books - Materials	5,000.00	374.62	374.62
230-4230-2407-0000	Programs	1,459.00	0.00	0.00

General Ledger

Budget Status

User: kgoeltl
 Printed: 5/8/2019 - 5:04 PM
 Period: 1 to 3, 2019



Account Number	Description	Budget Amount	Period Amount	YTD Amount
230-4230-2408-0000	Film/Video	7,500.00	44.42	44.42
230-4230-2409-0000	Electronic Materials	4,500.00	0.00	0.00
230-4230-2499-0000	Collection Development	400.00	0.00	0.00
	E10 Sub Totals:	106,859.00	6,812.46	6,812.46
E15	SERVICES AND CHARGES			
230-4230-3098-0000	Technology Support	17,122.00	642.60	642.60
230-4230-3099-0000	Other Professional Services	11,250.00	0.00	0.00
230-4230-3100-0000	Circulation System	0.00	0.00	0.00
230-4230-3101-0000	Telecommunications	0.00	0.00	0.00
230-4230-3102-0000	Postage	1,500.00	357.91	357.91
230-4230-3200-0000	Mileage	400.00	0.00	0.00
230-4230-3201-0000	Seminar/Conference Fees	3,000.00	300.00	300.00
230-4230-3202-0000	Meals	0.00	0.00	0.00
230-4230-3203-0000	Housing	0.00	0.00	0.00
230-4230-3400-0000	Printing and Publishing	2,000.00	8.17	8.17
230-4230-3401-0000	Binding	0.00	0.00	0.00
230-4230-3404-0000	Processing Fee	14,000.00	487.74	487.74
230-4230-3500-0000	General Insurance	2,196.00	0.00	0.00
230-4230-3707-0000	Maintenance Agreements	22,500.00	764.11	764.11
230-4230-3803-0000	Data Base Maintenance	0.00	0.00	0.00
230-4230-3804-0000	Equipment Rental	0.00	0.00	0.00
230-4230-3900-0000	Sales Tax	400.00	0.00	0.00
	E15 Sub Totals:	74,368.00	2,560.53	2,560.53
E20	MISCELLANEOUS			
230-4230-4000-0000	Memberships and Dues	1,200.00	300.00	300.00
230-4230-4001-0000	Subscriptions	625.00	0.00	0.00
230-4230-4099-0000	Miscellaneous Charges	2,000.00	194.50	194.50
	E20 Sub Totals:	3,825.00	494.50	494.50
E35	DEPRECIATION			
230-4230-7010-0000	Depreciation-Purchased	0.00	0.00	0.00
230-4230-7020-0000	Depreciation-Contributed	0.00	0.00	0.00
	E35 Sub Totals:	0.00	0.00	0.00
	Expense Sub Totals:	1,136,638.87	256,247.13	256,247.13
	Dept 4230 Sub Totals:	1,136,638.87	256,247.13	256,247.13
Dept 230-4231	LIBRARY PLANT			
E05	PERSONNEL SERVICES			
230-4231-1000-0000	Full Time Salaries	59,652.93	13,933.76	13,933.76
230-4231-1100-0000	Overtime - Full Time	0.00	0.00	0.00

General Ledger

Budget Status

User: kgoeltl
 Printed: 5/8/2019 - 5:04 PM
 Period: 1 to 3, 2019



Account Number	Description	Budget Amount	Period Amount	YTD Amount
230-4231-1111-0000	Severance Pay	0.00	0.00	0.00
230-4231-1112-0000	Sick Pay	0.00	562.90	562.90
230-4231-1113-0000	Vacation Pay	0.00	1,176.60	1,176.60
230-4231-1200-0000	Part Time Salaries	33,655.27	5,994.93	5,994.93
230-4231-1410-0000	PERA	6,678.39	1,549.92	1,549.92
230-4231-1420-0000	FICA/Medicare	7,138.08	1,415.67	1,415.67
230-4231-1500-0000	Hospital / Medical	23,793.48	5,371.65	5,371.65
230-4231-1520-0000	Dental Insurance	757.80	188.92	188.92
230-4231-1540-0000	Life Insurance	116.00	21.51	21.51
230-4231-1990-0000	Grant Pass Thru	0.00	0.00	0.00
	E05 Sub Totals:	131,791.95	30,215.86	30,215.86
E10	SUPPLIES			
230-4231-2101-0000	General Supplies	1,000.00	0.00	0.00
230-4231-2102-0000	Janitorial Supplies	3,500.00	824.97	824.97
230-4231-2202-0000	Building Repair Supplies	1,500.00	0.00	0.00
230-4231-2203-0000	Furn/Air Cond Repair Supplies	0.00	0.00	0.00
230-4231-2302-0000	Other Minor Equipment	800.00	930.00	930.00
	E10 Sub Totals:	6,800.00	1,754.97	1,754.97
E15	SERVICES AND CHARGES			
230-4231-3002-0000	Contractual	0.00	0.00	0.00
230-4231-3099-0000	Other Professional Services	1,000.00	745.00	745.00
230-4231-3101-0000	Telephone	1,700.00	138.50	138.50
230-4231-3500-0000	General Insurance	31,611.00	0.00	0.00
230-4231-3600-0000	Electricity	42,000.00	4,470.76	4,470.76
230-4231-3601-0000	Natural Gas	12,000.00	4,095.60	4,095.60
230-4231-3703-0000	Building Repair Charges	20,000.00	4,203.45	4,203.45
230-4231-3707-0000	Maintenance Agreements	10,200.00	2,424.86	2,424.86
	E15 Sub Totals:	118,511.00	16,078.17	16,078.17
E20	MISCELLANEOUS			
230-4231-4099-0000	Miscellaneous Charges	1,100.00	161.28	161.28
	E20 Sub Totals:	1,100.00	161.28	161.28
E40	OTHER FINANCING USES			
230-4231-9490-0000	Transfer Out-Cap Proj Fund	0.00	0.00	0.00
	E40 Sub Totals:	0.00	0.00	0.00
	Expense Sub Totals:	258,202.95	48,210.28	48,210.28
	Dept 4231 Sub Totals:	258,202.95	48,210.28	48,210.28

General Ledger

Budget Status

User: kgoeltl
 Printed: 5/8/2019 - 5:04 PM
 Period: 1 to 3, 2019



Account Number	Description	Budget Amount	Period Amount	YTD Amount
Dept 230-4900	IMPROVEMENT PROJECTS			
E15	SERVICES AND CHARGES			
230-4900-3099-0000	Other Professional Services	0.00	0.00	0.00
	E15 Sub Totals:	0.00	0.00	0.00
E25	CAPITAL OUTLAY			
230-4900-5200-0000	C/O & Improvements	0.00	0.00	0.00
	E25 Sub Totals:	0.00	0.00	0.00
	Expense Sub Totals:	0.00	0.00	0.00
	Dept 4900 Sub Totals:	0.00	0.00	0.00
	Fund Revenue Sub Totals:	0.00	12,538.36	12,538.36
	Fund Expense Sub Totals:	1,394,841.82	304,457.41	304,457.41
	Fund 230 Sub Totals:	1,394,841.82	291,919.05	291,919.05
	Revenue Totals:	1,394,842.00	12,538.36	12,538.36
	Expense Totals:	1,394,841.82	304,457.41	304,457.41
	Report Totals:	-0.18	291,919.05	291,919.05

Agenda Items Details

AGENDA ITEM NAME & BRIEF DESCRIPTION: Trustee Information Sharing	
OWNER: Trustees	PRESENTER: Trustees
REQUESTED AGENDA TYPE (A, I, D): I	IS THIS A POLICY OR SIMILAR DOCUMENT FOR APPROVAL? IF YES, NOTE STATUS – 1 st READ, 2 nd READ/FINAL APPROVAL:
IF ACTION ITEM, PLEASE DESCRIBE REQUESTED ACTION:	
BACKGROUND/CONTEXT: This standing agenda item allows trustees to share information with each other. Informational updates could include reports on workshops or programs attended, observations from visits to other libraries, and reviews of library-related news.	
ATTACHMENTS/SUPPLEMENTARY DOCUMENTS:	
PREVIOUS ACTION ON ITEM:	
REVIEWED BY COMMITTEE?:	



ATTENTION

A new training program has been established for all Boards and Commissions members

Please attend

Thursday, June 6, 2019

6 PM

Council Chambers in City Hall

Presenter: Kori Land, City Attorney

Details:

Time:	6 PM – 7 PM	7 PM – 9 PM
Attendees:	All Boards & Commissions	Heritage Preservation Commission & Planning Commission
Topics:	Conduct of Meetings Conflicts of Interest Data Practices Act/Social Media	Municipal Planning/Zoning Public Hearings

Please email regrets to Beth Wolf, City Clerk at bwolf@ci.stillwater.mn.us

Agenda Items Details

AGENDA ITEM NAME & BRIEF DESCRIPTION: IT Services Agreement	
OWNER: Troendle, Library Director	PRESENTER: Troendle, Library Director
REQUESTED AGENDA TYPE (A, I, D): I	IS THIS A POLICY OR SIMILAR DOCUMENT FOR APPROVAL? IF YES, NOTE STATUS – 1 st READ, 2 nd READ/FINAL APPROVAL:
IF ACTION ITEM, PLEASE DESCRIBE REQUESTED ACTION:	
BACKGROUND/CONTEXT: To formalize the provision of information technology support services by the city to the library, a services agreement has been created to clearly define expectations and responsibilities. Significant contract terms, particularly the items in Article Three, Fees and Billing, have been previously discussed and approved by the board. This agreement serves to document and formalize the arrangement that is part of the ongoing IT transition.	
ATTACHMENTS/SUPPLEMENTARY DOCUMENTS: Services Agreement	
PREVIOUS ACTION ON ITEM:	
REVIEWED BY COMMITTEE?:	

Resolution/Follow-Up Notes

OUTCOME OF DISCUSSION:
NEXT STEPS:

SERVICES AGREEMENT

THIS AGREEMENT FOR SERVICES is entered into as of _____, 2019, by and between the City of Stillwater (“City”) and the Stillwater Public Library (“Library”).

RECITALS

WHEREAS, the City agrees to provide information technology support services to the Library upon the terms and subject to the conditions of this Agreement; and

WHEREAS, the Library desires to accept such services from the City.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties, intending to be legally bound by the terms and conditions of this Agreement, agree as follows:

ARTICLE ONE DEFINITIONS

Section 1.01 **Definitions**. Unless the context clearly indicates a different meaning is intended, the following words and terms shall for the purposes of this Agreement have the meanings given them:

- A. “Agreement” means this Agreement, as it may be amended, supplemented, or restated from time to time.
- B. “Board” means the Board of Trustees of the Stillwater Public Library.
- C. “IT Budget” means the information technology budget adopted by the Library.
- D. “City” means the City of Stillwater.
- E. “IT Manager” means the Information Technology Manager for the City of Stillwater.
- F. “IT Services” means implementation and recurring operating costs, as well as capital outlay and implementation costs for information technology systems, all of which have been approved by the Board and the City Council. It also includes first-response trouble-shooting of computer and information systems and basic systems maintenance and support.

G. “Parties” and “Party” means all of the entities named in the preamble of this Agreement, or any one of them.

H. “Uncontrollable Circumstances” means a delay resulting from a cause over which the Party required to make performance does not have control and that cannot or could not have been avoided by the exercise of reasonable care, including acts of God, accidents, war, civil unrest, embargoes, strikes, litigation, and delays of other Parties in the performance of its obligations under or incidental to this Agreement.

ARTICLE TWO **IT SERVICES**

Section 2.01 **Engagement of IT Services.** The Library hereby engages the City to furnish IT Services at the Library, and the City agrees to provide the IT Services upon the terms and subject to the conditions of this Agreement, and subject to the occurrence of Uncontrollable Circumstances. In the event of Uncontrollable Circumstances, the IT Manager shall have the discretion to allocate resources as deemed in the best interest of the Parties.

ARTICLE THREE **FEES AND BILLING**

Section 3.01 **Fees.** For the contract term, City shall charge Library as follows:

A. For 2019, 20% of the total costs and benefits of the City’s IT tech position, plus a fee for start-up costs, in the amounts indicated on Exhibit A.

B. For 2020, 30% of the total costs and benefits of the City’s IT tech position, in an amount to be determined by the City Administrator.

Section 3.02 **Payments.** City shall deduct the costs of IT Services from the Library’s budget on a bimonthly basis, simultaneously with the City’s pay periods.

Section 3.03 **Library IT Budget.** All funds used from the Library’s IT budget must be approved by the City’s IT Manager and must not be used for purposes unrelated to information technology.

ARTICLE FOUR **INDEMNIFICATION**

Section 4.01 **Mutual Indemnification.** The Parties shall mutually indemnify and hold each other, and each of their respective elected official, officers, and employees, harmless from and against any and all liability and expense of any kind, including legal costs and reasonable attorneys’ fees, arising from the negligent acts or omissions of the other Parties, their elected officials, officers, and employees with respect to their performance of this Agreement.

Section 6.05 **Governing Law**. This Agreement shall be governed by, and construed in accordance with the laws of the State of Minnesota.

Section 6.06 **Effective Date**. This Agreement shall be effective as of January 1, 2019.

The Parties have executed this Agreement by their respective duly authorized representatives.

CITY OF STILLWATER

By: _____
Ted Kozlowski, Mayor

By: _____
Beth Wolf, City Clerk

Date: _____

STILLWATER PUBLIC LIBRARY

By: _____
_____, Board President

EXHIBIT A
FEES

2019	Start-up Costs	\$ 3,750.00
	20% of IT Tech salary	\$ 16,008.00
2020	30% of IT Tech salary	TBD

Agenda Items Details

AGENDA ITEM NAME & BRIEF DESCRIPTION: Venue Coordinator	
OWNER: Venue Coordinator Task Force Executive Committee	PRESENTER: Bell, President Troendle, Library Director
REQUESTED AGENDA TYPE (A, I, D): I	IS THIS A POLICY OR SIMILAR DOCUMENT FOR APPROVAL? IF YES, NOTE STATUS – 1 st READ, 2 nd READ/FINAL APPROVAL:
IF ACTION ITEM, PLEASE DESCRIBE REQUESTED ACTION:	
<p>BACKGROUND/CONTEXT:</p> <p>Over the past month, the Task Force continued to work with the City Attorney and One23 Events to clarify and refine the contract for management services. After no further revisions were identified, a meeting of the Executive Committee was scheduled. The Executive Committee reviewed the most recent changes and authorized acceptance and signing of the contract, and initial payment per the terms of the agreement.</p> <p>The contract was signed by both parties on May 9, with an effective date of June 1, 2019, which is when One23 Events will start managing events. Through May, company staff will shadow Venue Coordinator Sandy Ellis, meet with library staff to review operational procedures to facilitate the transition, gear up to market and promote the venue, and prepare to start accepting future reservations.</p>	
ATTACHMENTS/SUPPLEMENTARY DOCUMENTS: Management Services Agreement	
PREVIOUS ACTION ON ITEM:	
REVIEWED BY COMMITTEE?:	

Resolution/Follow-Up Notes

OUTCOME OF DISCUSSION:
NEXT STEPS:

**STILLWATER PUBLIC LIBRARY
MANAGEMENT SERVICES AGREEMENT**

This Agreement (the "Agreement"), is effective as of June 1, 2019 ("Effective Date") by and between the Stillwater Public Library, 224 3rd Street North, Stillwater, MN 55082, a municipal corporation ("Library") and One23 Events LLC, 214 Main Street South, Stillwater, MN 55082, a Minnesota limited liability company ("Contractor"). Library and Contractor are sometimes hereinafter referred to as the "parties."

RECITALS

WHEREAS, Library desires to extend the contract with the Contractor to perform Management Services on behalf of Library and Contractor desires to and has agreed to do so upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby incorporated into the Agreement as though fully set forth below, the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Library and Contractor hereby agree as follows:

DEFINITIONS

The following definitions as used throughout this Agreement shall apply:

EVENT means all weddings, retirement parties, birthday parties, anniversary parties, and corporate events and other events as requested by clients and booked through Contractor which are booked after the effective date of this Agreement; except that an "Event" shall not include any event which was booked prior to the effective date of this Agreement, regardless of when such event is to take place, or to events sponsored by or through the Library.

FACILITY means the Johnson Terrace, Conference Room, Margaret Rivers A and/or Margaret Rivers B, Gallery, and the Catering Kitchen. Rental of the "Library Community Meeting Wing" includes exclusive use of: Margaret Rivers Room A & B, the Catering Kitchen, and the Conference Room. It includes non-exclusive use of the Gallery, the Parking Ramp during regular Library hours, and the Johnson Terrace.

MANAGEMENT SERVICES generally means the marketing, managing, operating, supervising, overseeing and the maintenance of the Facility, but the scope of which are more fully set forth in Exhibit A, attached hereto and incorporated herein.

YEAR 1 means June 1, 2019 through May 31, 2020.

YEAR 2 means June 1, 2020 through May 31, 2021.

**SECTION 1
AGREEMENT**

- 1.1 **Agreement for Management Services.** Library hereby appoints and retains Contractor, and Contractor hereby accepts such appointment and retention for Management Services of the Stillwater Public Library during the Term, with full power and authority to carry out all of the duties and responsibilities specified herein, upon the terms and subject to conditions hereinafter set forth.

**SECTION 2
DUTIES AND RESPONSIBILITIES**

2.1 **Contractor's Duties**

- 2.1.1 **Standards of Performance; Fiduciary Duty.** Contractor acknowledges that there is a relationship of trust and confidence between Contractor and Library, and that Contractor has a fiduciary duty to Library pursuant to this Agreement. Contractor shall use Contractor's best skill and judgment in performing its duties and obligations hereunder and shall at all times provide such Management Services in a manner that maintains the good name of Library, perform its duties and obligations under this Agreement in an efficient, expeditious, prudent and economical manner, consistent with the best interest of Library.
- 2.1.2 **Operation of Maintenance Services of the Stillwater Public Library.** Throughout the Term, Contractor shall, subject to any restrictions or limitations set forth elsewhere in this Agreement, perform or cause to be performed all tasks necessary or appropriate in connection with the Maintenance Services, as further defined on Exhibit A. In performing such services Contractor shall, at a minimum, do each of the following:
- a. Be responsible for all maintenance of the Facility, including maintenance of equipment, cleanup of the Facility, including the Catering Kitchen, be responsible for temperature controls of the Facility, and have direction and oversight of all of Contractor's personnel. Maintenance does not include maintenance of any tech-related equipment.
 - b. Hire and supervise all personnel needed to properly fulfill Contractor's requirements under this Agreement for the successful and efficient operation of the Management Services at the Facility, subject to the obligations and limitations in Exhibit A. Contractor shall take special care to ensure that all employees are qualified for their positions and have the ability to relate to the public. While working pursuant to this Agreement, employees shall represent themselves as employees of Contractor or as representatives of the Library, with

appropriately identifying clothing.

- c. Ensure the Facility is ready for operation during all hours that the Facility is rented.
- d. Operate under the provisions of this Agreement in such a manner as to conform with all the ordinances of the City of Stillwater and laws of the State of Minnesota and shall give assistance to the Library in seeking conformity with the ordinances of the City of Stillwater and laws of the State. Further, Contractor agrees to enforce all rules and regulations adopted by the City of Stillwater and by the Stillwater Public Library covering the conduct of the public and services offered in the use of the Stillwater Public Library as it relates to the performance of services under this Agreement.
- e. During an Event, ensure that Library patrons are not inconvenienced, delayed nor prevented from accessing non-exclusive areas of the Library when the Library is open to the public.

- 2.2 Library's Responsibilities.** Library agrees to provide the promises and services as described on Exhibit B, attached hereto and incorporated herein, as well as other services as agreed to by the parties.

SECTION 3 FEES

- 3.1** As compensation for Contractor's performance of this Agreement, Library shall pay Contractor as follows:

- 3.1.1** Administrative Costs of \$16,000/plus tax for Year 1 and \$12,000/plus tax for Year 2. Payments shall be made in 2 parts, on May 15 and June 15 annually.

- Virtual Tour (clickable) video creation
- Website Creation and Updating, Google Sites, SEO
- Marketing Document Creation (Web and Print)
- Phone Number Setup (Answered by Contractor Staff)
- One year subscription to management software. Library staff shall have access to reports and enter and manage Library booked events.
- One year subscription to two new online directories (Knot, Wedding Wire)
- One year membership to Chamber of Commerce
- Admin setup of contracts and Standard Operating Procedure document

- 3.1.2** Planning and Marketing Services - \$24,000 for Year 1, payable in monthly installments due on the 15th of each month. Payment shall be \$27,000 in Year 2, payable in monthly installments due on the 15th of each month.

- General space planning and design as needed
- Pricing and marketing documents created and updated
- Respond to leads and inquiries including sales of services - up to 20 hours per week
- Connect clients with vendor partners
- Create Vendor Network for client needs
- Organize open houses as needed (1-2 staff) with music, food, and partner vendors
- Cultivate reviews, social media, and respond to online reviews, solicit awards
- Tour Services - Have staff available for up to 32 hours per month (8 hours / week) for on-site tours
- Print Services - Presentation Folders, brochures available on site for handouts

3.1.3 Venue Sales and Liquor Sales.

- a. Liquor Sales would be provided by JX Event Services, LLC or outside liquor catering fee would apply. Library shall receive 25% of liquor sales that exceed \$500 per Event.
- b. Fees shall be paid to Library monthly and shall be split as follows:
 1. Events (room and services) shall be split 50/50 between Library and Contractor
 2. Events with full service planning shall be split 25% Library and 75% Contractor (full service planning includes additional fees to the client for Events that require more labor-intensive planning services)
 3. Fees for Events booked by Library for 2019 and 2020 that are fully funded as of the Effective Date, shall be retained by Library, with the exception of a \$500 payment to Contractor per Event to cover staffing and cleaning. For Events booked by Library for 2019 and 2020 that are not fully funded as of the Effective Date, fees paid prior to the Effective Date shall be retained by the Library but fees paid after the Effective Date shall be shared equally between the parties.
- c. Contractor will keep current pricing, grandfathering in past clients who have booked. Venue pricing should not be negotiated down unless it is done at least 4 months before event but can be adjusted upon mutual agreement between the Contractor and Library.
- d. Notwithstanding any provision in this Agreement to the contrary, Library reserves the right to book the Facility for any use, or allow the use of the

Facility for any purpose that does not interfere with a previously booked Event. Library shall be allowed to use a vendor other than Contractor to provide catering services. Library agrees that if the Contractor has previously booked the Facility on a date that the Library would like to use it, that the Contractor's booking will be given priority.

- e. The Library is limited to booking 1 weekend (a weekend is Friday through Sunday) Event per month and unlimited weekday Events (non- holiday) that are not operated by the Contractor. This does not apply if the venue date is open four (4) months in advance of the date a reservation is placed (i.e., if space is available within that four (4) month window, the Library may book up to an unlimited number of weekend events). Library-managed events will not be managed, charged, or planned by Contractor staff.
- f. All Events operated by Contractor will be scheduled and processed through Gather or other management software. To avoid scheduling conflicts between Library scheduled events and those scheduled by Contractor, the Library staff will input Library scheduled Events into Gather management software.
- g. July 4 of every year is solely reserved by the Library and is not a date available for Contractor to book.
- h. Contractor shall be entitled to retain, or collect if not yet paid, 50% of all Events booked by Contractor. This includes potential closing of the venue, and any refunds to clients including litigation for non-execution of an Event.
- i. Along with the monthly payment, the Contractor shall provide to Library an itemized monthly accounting of the following items for each Event: 1) the Facility Rental Fees charged and collected; 2) the Food and Beverage revenue from the sale of all food and beverages; and 3) any other revenue received by the Contractor as a result of providing any services under this Agreement, including, but not limited to tips.

SECTION 4 RECORDS

- 4.1** All records and supporting documentation maintained by Contractor pursuant to this Agreement and/or relating to Contractor's services on behalf of the Library, are governed by the Minnesota Government Data Practices Act, and shall provide copies of all such documents upon the Library's request. Contractor agrees that Library may perform its own financial audits of Contractor's records, as related to this Agreement. Library, or persons appointed by Library may, during ordinary business hours, examine all records and supporting documentation maintained by Contractor pursuant to this Agreement, and all of Contractor's payroll documents, records and files relating to services provided by Contractor's staff pursuant to this Agreement. Should Library or Library's employees or

representatives discover any errors in record-keeping, Contractor shall correct such discrepancies promptly upon discovery and notification thereof, and make all appropriate and necessary adjustments. Contractor shall inform Library in writing of the action taken to correct any such audit discrepancies. Failure to comply with this section shall be cause for early termination with cause pursuant to Section 7.3.

SECTION 5 INDEMNIFICATION

- 5.1 Except for any willful misrepresentation or any willful or wanton misconduct or any negligent act or omission of the Library and the governing body members, officers, and employees thereof (“Indemnified Parties”), Contractor releases from, and covenants and agrees that the Indemnified Parties shall not be liable for, and agrees to indemnify, defend and hold harmless the Indemnified Parties for damages that arise out of the negligent acts, errors and omissions of Contractor and its employees; provided that the indemnity shall not apply to the extent such loss or damage is caused by the Library.
- 5.2 The Indemnified Parties shall not be liable for any damage or injury to the persons or property of the Contractor, its officers, agents, servants or employees or any other person who may assist with the Management Services, to the extent such damage or injury is due to any act of negligence of any person, other than any act of negligence on the part of any Indemnified Party or its officers, agents, servants or employees.

SECTION 6 INSURANCE

- 6.1 **Insurance.** During the performance of the Services under this Agreement, Contractor shall maintain the following insurance:
- a. General Liability Insurance, with a limit of \$2,000,000 for any number of claims arising out of a single occurrence, pursuant to Minnesota Statutes, Section 466.04, or as may be amended;
 - b. Workers’ Compensation Insurance in accordance with statutory requirements.
 - c. Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.

Contractor shall furnish the Library with certificates of insurance, which shall include a provision that such insurance shall not be canceled without written notice to the Library. The Library shall be named as an additional insured on the General Liability Insurance policy and the Professional Liability Insurance policy.

**SECTION 7
TERM AND TERMINATION**

- 7.1 Term of Agreement.** The Term of this Agreement shall commence on the Effective Date and shall terminate in two years, unless terminated earlier. This Agreement may be extended, modified or amended by mutual written consent of the parties.
- 7.2 Early Termination Without Cause.** Either party may terminate this Agreement upon Ninety (90) days' advance written notice to the other party, without penalty or cause. Upon termination under this provision, Contractor shall be paid a prorated share of Planning and Marketing Services rendered through the effective date of termination. In addition, Contractor shall be paid 50% of fees for Events booked as of the effective date of termination, following payment of such fees by the contracted client for the Event. By way of illustration:
- Example 1: On May 30, 2019, a client books a wedding that will cost \$6,000 and which will occur on June 1, 2021. The client pays a \$2,000 deposit at the time of booking. This Agreement is then terminated by Library effective December 31, 2019. The wedding is held on June 1, 2021 and the client paid the balance of the fee. Contractor will receive \$3,000 total for that Event. (50% of the fees for the Event)
- Example 2: On May 30, 2019, a client books a wedding that will cost \$6,000 and which will occur on June 1, 2021. The client pays a \$2,000 deposit at the time of booking. This Agreement is then terminated by Library effective December 31, 2019. On March 1, 2020, the client cancels the wedding. The deposit is non-refundable to the client and the Contractor will receive \$1,000 for that Event. (50% of the \$2,000 deposit for the Event)
- Example 3: On May 30, 2019, a client books a wedding that will cost \$6,000 and which will occur on June 1, 2021. The client pays a \$2,000 deposit at the time of booking. This Agreement is then terminated by Library effective December 31, 2019. On January 1, 2020, client pays the balance of the fees (\$4,000). On March 1, 2020, client cancels the wedding. The deposit is non-refundable but 50% of the balance of the fees are refundable to client, therefore, Contractor will receive \$2,000 for that Event. (50% of the \$4,000 that was retained by Library for the Event)
- 7.3 Early Termination With Cause.** Either party may terminate this Agreement for failing to perform a term, condition or requirement of this Agreement by giving at least 30 days' advanced written notice to the defaulting party. After receipt of such notice, the defaulting party shall have 10 days to cure the default. If the default is not cured, then upon termination under this provision, Contractor shall be paid for Services rendered through the effective date of termination.

- 7.4 **Immediate Termination.** If either party is in default and the default is such that it poses a threat to the health, safety or welfare of the public, as reasonably determined by the non-defaulting party, the non-defaulting party may take any immediate steps it determines are necessary to cure the default. In this event, this Agreement shall terminate immediately upon notice to the defaulting party. The defaulting party shall pay all costs and expenses incurred by the non-defaulting for taking any corrective action. Upon termination under this provision, if Contractor is the non-defaulting party, Contractor shall be paid for Maintenance Services rendered through the effective date of termination.
- 7.5 **Actions Following Termination.** Upon any termination of this Agreement for any reason whatsoever, Contractor shall, for a period of thirty (30) days following such termination, assist and cooperate with Library to the extent deemed necessary by Library to ensure an orderly and efficient transfer of the Management Services of the Stillwater Public Library by Contractor to Library or to Library's designee. This covenant of Contractor contained herein shall survive and remain in full force and effect following any such termination of this Agreement.

SECTION 8 GENERAL PROVISIONS

- 8.1 **Transfer and Assignment.** This contract is not assignable and may not be conveyed to any other party without the prior written consent of Library.
- 8.2 **Warranties and Representations.** Contractor hereby represents and warrants that in entering into this Agreement, Contractor has not relied on any statements from Library or any representative thereof, and has conducted such due diligence and investigations as Contractor deems appropriate before entering into this Agreement.
- 8.3 **Independent Contractor.** Contractor and Library hereby acknowledge and agree that Contractor, in performing under this Agreement, will be and will at all times act as an independent contractor in the performance of its duties and responsibilities set forth herein, and that Contractor will have control of its work, the work of its employees and the manner in which it is performed. Contractor shall at all times during the Term hereof be free to contract for similar services to be performed for other persons or entities, and Contractor and Library agree that neither Contractor nor its employees shall be considered as an agent or employee of Library, that neither Contractor nor its employees are entitled to participate in any pension plan, medical or dental plans, or any other benefit provided by Library for Library employees. None of the provisions of this Agreement are intended to, nor shall they be interpreted to, create a partnership or joint venture between Contractor and its employees and Library with respect to the Stillwater Public Library or otherwise, and neither Contractor nor Library shall have the power to bind or obligate the other party, except as expressly set forth in this Agreement.
- 8.4 **Non-Waiver.** The waiver by either Library or Contractor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any

County District Court.

- 8.10 Savings Clause.** Any provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefit by any party hereunder, or substantially increase the burden on any party hereto, shall be held to be invalid or unenforceable to any extent, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.
- 8.11 Approval by Library.** In any provision of this Agreement where Library's approval or consent is required, Library shall, except to the extent specifically stated to the contrary in such provision, have the right to withhold or refuse its approval or consent, in Library's sole and absolute discretion.
- 8.12 Counterparts.** This Agreement may be executed in any number of counterparts, and each of such counterparts for all purposes shall be deemed to be an original, and all such counterparts together shall constitute one and the same agreement.
- 8.13 Nondiscrimination in Employment.** Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex (including pregnancy, childbirth or related medical conditions), national origin, ancestry, age, physical disability, mental disability, medical condition, family care status, veteran's status, medical status, sexual orientation or any other characteristic protected by federal, state or local law.
- 8.14 Time.** Time is of the essence of this Agreement and each provision hereof of which time is an element.

[REMAINDER INTENTIONALLY LEFT BLANK]

ONE23 EVENTS LLC



By: Judd Sather

Its: owner

STATE OF MINNESOTA)

)ss.

COUNTY OF WASHINGTON)

On this 9th day of May, 2019, before me a Notary Public within and for said County, personally appeared Judd Sather, the owner of One23 Events LLC, personally known to be the person described in and who executed the foregoing instrument and acknowledged that the signature was duly authorized on behalf of the limited liability company.





Notary Public

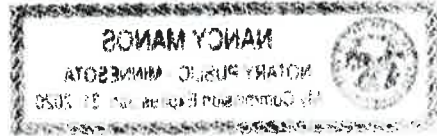


EXHIBIT A
CONTRACTOR RESPONSIBILITIES

A. Equipment.

Unless otherwise indicated, the Contractor is responsible for all furnishings and equipment necessary or desirable to perform the services in this Agreement. Contractor may use Library meeting room and terrace-designated tables and chairs for Contractor events at the Library. Library artwork may not be moved or covered. Library glass display cases may not be moved but may be covered during an event. The Contractor shall not permit the display of personal works of art using the Library gallery hangers or display cases, even if no artwork is displayed at the time of the Event. Contractor shall not bring in furniture from outside the library unless permission has been granted by the Library Director.

B. Storage.

Contractor shall be solely responsible for the storage of its property. Contractor shall assume all liability for theft and loss of its property while stored at the Facility or elsewhere. If alcohol is stored on-site, it shall be in a locked container/cabinet provided by Contractor.

C. Library Policies.

Contractor acknowledges that the Library has established ordinances, regulations and policies which govern the use of the Facility. Contractor agrees to comply with all current and future Library ordinances, regulations and policies that apply to the Facility, including the City of Stillwater Special Use Permit (Exhibit B) issued to the Library.

D. Reservations.

Contractor shall be responsible for taking reservations for all Events at the Facility in a manner consistent with applicable Library ordinances, regulations and policies. Contractor shall enter into a separate contract with each client, which complies with the terms of this Agreement and with all Library policies. Such contract shall include:

1. The name, address and telephone number of the individual or other entity reserving the Facility;
2. The date on which the Facility will be used;
3. The type of event being held at the Facility;
4. The hours for which the Facility has been reserved; and
5. The rate charged for the Facility.

The contract between the Contractor and the client must be approved by Library in advance of the Event only if the contract falls outside the scope of a typical contract. Such approval shall be made within seventy-two business hours of receipt of the contract except in exigent circumstances. In such cases, Library reserves the right to exercise its sole discretion in making the decision whether to approve or deny a contract between a client and the Contractor for an event at the Facility.

If a reservation is cancelled, Contractor shall notify the Library of the cancellation within twenty-four business hours of receiving notice. Unless otherwise agreed to by the Library, the cancellation policy shall be as follows:

- \$2,000 deposit is nonrefundable, unless the Facility is re-booked for equal rent, less a \$250 administrative fee
- If cancelled 18 months in advance, then 90% of all other payments are refundable
- If cancelled 12 months in advance, then 50% of all other payments are refundable
- If cancelled less than 12 months in advance, no payments are refundable

To ensure prompt reservation service, Contractor agrees to maintain a voice mail system accessible twenty-four (24) hours per day. Contractor further agrees to return all calls within twenty-four (24) – forty-eight (48) hours, Monday through Thursday, except in extraordinary situations.

E. Security.

Contractor shall coordinate and provide necessary security for events when required. Clients shall pay for additional event security as determined by Contractor. Contractor shall be responsible for security of Library and safety of clients. At the end of an Event, if the Library is closed to the general public, Contractor shall be responsible for conducting a security sweep to ensure no members of the public remain in the Library. Contractor shall securely lock and secure all doors and parking ramp gates and activate the security alarm before leaving Library unattended.

F. Maintenance Services.

1. On the day of an Event, Contractor shall set up and configure reserved space for client. This includes setting up tables and chairs.
2. After an Event, Contractor shall collect and deposit all trash and garbage within the perimeter of the space utilized by Contractor in Library-provided containers and recycling bins in the trash enclosure room. Cleanup of any spills or accidents by Contractor's clients is also required.

3. After an Event, Contractor shall return Library spaces to the standard setup and configuration as they were prior to the Event, either before the next scheduled use of the space or before the Library next opens for regular business, whichever comes first. This includes taking down and returning tables and chairs to storage, if applicable.
4. Contractor will coordinate tent setup and removal for grandfathered and new clients.
5. Cleaning and maintenance of Contractor-provided equipment.
6. Maintenance and repair of all Contractor-provided equipment and furniture and Contractor's telephone service.
7. Contractor must maintain the food service space and equipment in a clean, safe and sanitary manner. The Contractor must comply with all health and safety standards required by law.
8. Ensure that all remaining food is removed from the Facility or properly disposed of immediately after an Event.

G. Taxes.

1. Contractor shall pay when due and payable its portion of all applicable federal, state and local taxes.
2. Contractor shall pay before delinquency, all municipal, Library, state or federal taxes that might be assessed during the term of the Agreement against its personal property of any kind, owned by Contractor and placed in upon or about the premises.

H. Permits/Licenses.

Contractor shall obtain and maintain all required permits and licenses necessary to operate the food services, vending and mobile or portable auxiliary retail outlets included in this Agreement.

I. Attendance at Meetings.

Contractor staff will attend meetings with Planning Commission, City Council and Library Staff as needed.

J. Photography.

Photography may take place only during the rental period. Photography is allowed on the Johnson Terrace or within the event wing.

Photography may not take place inside the Library services area during normal Library hours with the exception of pre-approved photography under the

supervision of the Contractor, which shall occur only when no Library patron is being inconvenienced by the photographer or by the location of the photo shoot.

K. Promotional Literature.

Contractor agrees not to use the term “Stillwater Public Library” or any derivative thereof, or any logo, symbol or icon representing the Library in any promotional literature, advertisements of any type or form or client lists outside of the scope of this Agreement, without the prior written consent of the Library Director.

L. Emergency Access Phone Number.

Contractor agrees to provide an emergency access phone number of Contractor’s on-site staff during an Event to address concerns regarding noise, parking or other nuisance activity immediately occurring. Such phone numbers shall not be used for any other purpose other than to address nuisance activity during an Event.

EXHIBIT B
LIBRARY RESPONSIBILITIES

A. Right of Access and Use of Equipment.

For all Events managed by the Contractor pursuant to this Agreement, the Contractor is granted the right to enter onto Library property and use the Facility and all the Additional Equipment located therein to the extent as is reasonable and necessary for the Contractor to carry out its responsibilities for Events.

B. On-Call Staff.

During the hours of Events for which Contractor is providing management services, the Library shall cause at least one Library employee to be available by text or phone to address issues or facilitate communication with appropriate Library personnel that may arise during Events.

C. General

Library shall provide for the following:

1. Maintenance, repair and service of Library-provided building elements including floors, walls, ceilings, plumbing, electrical and HVAC systems, elements and components.
2. Use of catering ramp, if any.
3. Trash and garbage is deposited by the Contractor in Library-provided containers and recycling bins in the trash enclosure room.
4. Heating, ventilating and air-conditioning of the space.
5. Replacement/repair at Library's option of Library-provided equipment that has become unserviceable throughout the term of this Agreement except for replacement/repair required as a result of negligence, inappropriate use or absence of ongoing daily maintenance provided by the Contractor, in which case, Contractor will be responsible for the cost of equipment replacement/repair.

D. Utilities and Other Services.

Library shall pay for all utilities for the Facility. Utilities include electric, natural gas, water, sewer, telephone and security alarm.

Agenda Items Details

<p>AGENDA ITEM NAME & BRIEF DESCRIPTION: Library Statistics: Historical Trends and Comparative Review</p>	
<p>OWNER: Troendle, Director Goeltl, Business & Communications Manager</p>	<p>PRESENTER: Troendle, Director Goeltl, Business & Communications Manager</p>
<p>REQUESTED AGENDA TYPE (A, I, D): I</p>	<p>IS THIS A POLICY OR SIMILAR DOCUMENT FOR APPROVAL? IF YES, NOTE STATUS – 1st READ, 2nd READ/FINAL APPROVAL:</p>
<p>IF ACTION ITEM, PLEASE DESCRIBE REQUESTED ACTION:</p>	
<p>BACKGROUND/CONTEXT: The Finance Committee met on March 26, 2019, to discuss key information to include in a Finance 101 educational session. The committee discussed presenting the library’s financial overview in April and looking at historical and comparative funding of the library in May. At April’s meeting, a snapshot of the library’s current financial picture, including city and supplemental revenues and expenditures, was presented. At the May board meeting, a presentation on national and local library trends will be presented. The presentation will be distributed at the meeting.</p>	
<p>ATTACHMENTS/SUPPLEMENTARY DOCUMENTS:</p>	
<p>PREVIOUS ACTION ON ITEM:</p>	
<p>REVIEWED BY COMMITTEE?:</p>	

Agenda Items Details

AGENDA ITEM NAME & BRIEF DESCRIPTION: Capital Outlay Release Request	
OWNER: Troendle, Library Director	PRESENTER: Troendle, Library Director
REQUESTED AGENDA TYPE (A, I, D): A	IS THIS A POLICY OR SIMILAR DOCUMENT FOR APPROVAL? IF YES, NOTE STATUS – 1 st READ, 2 nd READ/FINAL APPROVAL:
IF ACTION ITEM, PLEASE DESCRIBE REQUESTED ACTION: Release of up to \$5000 of the remaining \$16,400 in 2019 capital funds allocated to the reconstruction of the pergola. \$30,000 for pergola reconstruction was released in January 2019.	
BACKGROUND/CONTEXT: These funds will be used to pay for molding trim, painting of the angle iron and trim pieces, labor, and other miscellaneous supplies necessary to complete the pergola repair project. The actual amount required may be approximately \$1500 less than requested, but this amount includes a buffer should any additional unexpected costs arise.	
ATTACHMENTS/SUPPLEMENTARY DOCUMENTS:	
PREVIOUS ACTION ON ITEM:	
REVIEWED BY COMMITTEE?:	

Resolution/Follow-Up Notes

OUTCOME OF DISCUSSION:
NEXT STEPS:

Agenda Items Details

<p>AGENDA ITEM NAME & BRIEF DESCRIPTION: 2020 Capital Budget</p>	
<p>OWNER: Troendle, Director</p>	<p>PRESENTER: Troendle, Director</p>
<p>REQUESTED AGENDA TYPE (A, I, D): A</p>	<p>IS THIS A POLICY OR SIMILAR DOCUMENT FOR APPROVAL? IF YES, NOTE STATUS – 1st READ, 2nd READ/FINAL APPROVAL:</p>
<p>IF ACTION ITEM, PLEASE DESCRIBE REQUESTED ACTION: Request that the Facilities Committees be given authority to approve 2020-2024 Capital Improvement Plan and 2020 Capital Outlay Request.</p>	
<p>BACKGROUND/CONTEXT: <p>Last year, the Library’s 2019-2013 Capital Improvement Plan and 2019 Capital Outlay Budget Request was due to the city by May 25, 2018. While no capital budget worksheets have been provided by the city to date, City Administrator McCarty has indicated a similar budget timeline will be followed for 2020. This means that the capital budget would be due to the city before the next board meeting.</p> <p>Library staff and IT staff are researching potential capital request items for pricing and timing. We would like to continue these efforts and work with the Facilities Committee on preparing the capital budget. We request that the Facilities Committee be given the authority to approve the 2020-2024 CIP and 2020 Capital Outlay Request. The budget request would be presented to the board at the June meeting.</p> <p>If any trustees have specific ideas regarding capital budget requests, please share these ideas at the May meeting or contact me directly with your suggestions.</p> <p>The Library’s operating budget request is typically due to the city in July. Proposed operating budget options will be provided for board review and discussion at the June meeting.</p> </p>	
<p>ATTACHMENTS/SUPPLEMENTARY DOCUMENTS:</p>	
<p>PREVIOUS ACTION ON ITEM:</p>	
<p>REVIEWED BY COMMITTEE?:</p>	

Report from the Library Director, Mark Troendle

While looking at best practices for board reports, I found an organizing style that appealed to me, which is reflected below. I would like to see if grouping brief points under these major headings is helpful.

Major Accomplishments

- Continued to work with the Venue Coordinator Task Force, City Attorney Kori Land, and One23 Events to finalize a contract agreeable to all parties. Considerable time was spent reviewing drafts and resolving questions. The Margaret Rivers Fund agreed to help fund \$8000 in transition costs, for which we are appreciative.
- The pergola repair is nearing completion! A logistics meeting was held on April 23 so I could review the work plan with Braden Construction's commercial president and project manager. Progress was on-track until April 30, when an issue related to the angle iron that provides support for the awning cables was discovered. Options were discussed with the contractor and Facilities Committee, and work stopped until a satisfactory resolution was approved.
- Public internet stations as well as the public photocopier/printer and pay station were replaced and transitioned to the city network. EnvisionWare software was installed to manage printing and computer access. Bibliotheca equipment (the self-checkout stations and automated material handling system) are now on the new network as well. A running list of tasks/issues that have either been completed/addressed or are ongoing is being regularly communicated. Considering the magnitude and complexity of the changes, the project is going well.
- Collaborated with grant writer Mark Dunlap to finalize and submit a grant to the Kinder Morgan Foundation. The funding request is for the roof framing project on the upper level. The request will be reviewed by the Kinder Morgan Foundation board at its meeting on May 24, and they will notify the library of its decision within 30 days.
- Completed onboarding paperwork for two new staff members joining the library team. Kelsey Shulson was hired to fill the Information Services Associate vacancy created by Colleen Hansen's promotion, and Maryam Gil is a new Reference Substitute. Paperwork was also completed for an existing staff member, Netanya Roden, who was hired for the Youth Services Programming Assistant position.
- Marvin added another column of shelving to the room housing the science fiction collection. After a future shifting project, this extra space will allow us to bring up all the books from the very bottom shelves, making them easier to see and access.
- As part of the transition to electronic keycards, the interior and exterior of the building was also rekeyed for physical key access for two primary reasons: enhance overall security and increase efficiency by significantly reducing the number of different keys needed. A new key inventory process was implemented, too.
- The City Administrator asked all departments to provide specific building appraisal information to a representative from HCA Asset Management, the firm contracted to perform insurance appraisals for the League of Minnesota Cities Insurance Trust (LMCIT). This information was gathered and provided, and the representative performed a walk-through of the library on April 22. He was most impressed with the architecture of the library.

Heads-Up

- The library closed at 4 p.m. on Friday, April 19 due to a loss of power beyond the library's control; it was an Xcel Energy issue. The library resumed normal operations the next day.

- After the water damage occurred to part of the 700s collection earlier this year, we also learned that certain HVAC components, such as O-ring seals and actuators, could be at the point of needing to be replaced. Lead Maintenance Worker Marvin Henry was asked to coordinate with our contractors to inspect the HVAC system to determine what replacements were recommended. On May 1, while a contractor was replacing a seal in the ceiling above the lower level reading area, a connection between two copper pipes came apart and caused several gallons of water to leak out. The connection between these two pipes was approximately only 1/8", which is insufficient for a good seal. Fortunately, no one was injured and no collection materials were affected. Marvin cleaned and dried the carpet as quickly as possible, and the contractor resumed work a short time later. Collections or computers that happen to be below areas where this work is occurring are being protectively covered to prevent or minimize unexpected incidents.



Near-Term Future Focus

- City IT and library staff will continue to troubleshoot technology issues resulting from the transition to new hardware, software, and network. Wi-Fi will also be moved to a new network. Staff computers will be replaced, but that timeline is undetermined as yet.
- Transitioning event management services from the Venue Coordinator to One23 Events.
- Continued effort developing a work plan related to the strategic plan's goals and strategies.
- Continued work on the 2020 operating and capital budgets.
- Installation of a hearing loop in the children's storytime room.
- Hiring additional substitute custodians. This job announcement is currently active.
- Update stenciling/signage on exterior doors.

Report from the Information Services Supervisor, Aurora Jacobsen

Public Services

Circulation, Adult Programming and Reference

April Programs

- Meet Beverly Lewis had 32 attendees.
- Youth Panel Discussion – Today’s Sexual Health Education: Are We Doing Enough? with AAUW on April 14th brought in 50 people.
- Fix-it Clinic had 23 attendees with 32 items, about half of which the volunteers successfully repaired.
- Mystery Book Club on April 24th had 10 readers.
- Dr. Mike Osterholm’s presentation (“Bad News Mike”), in partnership with ArtReach as part of the NEA Big Read, had about 93 attendees.
- Random Acts of Culture, the ArtReach touring band, had 10 people stop for their impromptu performance.

Circulation

- Lori and the rest of circulation staff have been absorbing all the new details of Washington County Library’s revised Registration procedures. The procedures will eliminate age and gender from registration and also give staff a “temporary” option to allow a person to check out two items until they can verify their address. These changes more closely align with MELSA procedures. Additionally, all patrons will also have an automatic expiration date on their cards as well, allowing staff to verify the address every third year.

Collection

- Brodart is now aligned with specific changes to call numbers in the Children’s area which should make things easier for patrons. Easy items will now be labeled as follows: Picture Book, Early Reader, or Board Book.

PR

- Aurora attended Literature Lover’s night and distributed a booklist about bees to highlight the library’s partnership with the Honey Bee Club of Stillwater and to tie-in with a presentation about the memoir The Honey Bus.

Personnel

- Both Kelsey Shulson and Maryam Gil began learning the reference desk this month. Both seem like great additions to the staff.

Technology

- The single biggest event this month was the upgrade of all Internet stations and new public management software. Staff tested the system before it was deployed and have continued to give IT feedback about tweaks to the systems. IT has been very responsive and collaborative. There are still some issues to resolve, but most of the biggest things about the public network are now functioning. And users can now send print jobs to the printer from their phones or from home!

Reference

- One of the reference staff members had an interesting Monday morning recently and wanted to share how it went. It's kind of a nice summary of what a reference shift at the desk often looks like. Here are the questions:
 - How do I find a small business loan for felons? "...those books don't help...."
 - How do I set up my Kindle Fire for library books? Here it is.
 - I'd like to look at all the Stillwater Gazettes you have as far back as you have them available.
 - My ILL says "ILL e-book in transit". What does that mean?
 - My 92 year old mother needs something sweet and gentle to read.
 - I need 2 magazine articles from Good Housekeeping in 1969 and 1970.
 - I finished my scavenger hunt.
 - I need to copy a Healthcare Directive to my Word so that I can "type" in it. The River Falls library said they couldn't help me, the Hudson library said they couldn't help me and they told me to call Stillwater. (This person had no Internet connectivity, but knew how to use a flashdrive. Stillwater staff solved the problem.)
 - Did I get my Chilton's Manual through ILL today? I don't have e-mail.

Upcoming

- Artist reception for Rita Zawislak-Brandt on May 9th.
- Mystery Book Club on May 22nd.

Additional shelving space added for science fiction print materials



Report from the Youth Services Supervisor, Angela Petrie

Children and Teen Services

Youth and Family Programming, Collection Development, Outreach

April Programs

- *Storytime* – 377 people attended 10 story time sessions
- *Bakken Trio Puppets* –16 people attended a two-part event (one cancelled due to weather)
- *Origami Butterflies*- 25 people attended a one-time event
- *Paws to Read* –6 readers came to two sessions with Bella the Golden Retriever
- *Art Cart* –126 kids and caregivers attended four themed sessions
- *Scavenger Hunt* – 141 hunted for “Signs of Spring”
- *PoeTree* – 25 poem leafs were added to the “tree”
- *ELL (English Language Learners) ECFE Storytime* – Attended by 16
- *TAB Meeting* – 8 members came
- *Lego Build*- 6 people attended a one-time event
- *Head Start Story Time* – 18

Programming

- Angie has been finalizing preparation for the youth summer reading challenge and coordinating the more-than 35 special programs, which begin Saturday, June 1. We have a good variety again this year of programs for all ages. The Kick-Off with the amazing magician Brodini will be on June 1st at 10:30 a.m.

Collection

- With help from a SPLF Grant, Joan Van Norman has been helping weed the youth A/V guided by reports Angie provides.
- With help from a Friends of SPL Donation, 70 Early Readers were added to the collection.
- With help from a Friends of SPL Donation, two additional Nature Backpacks are circulating for a total of six.

Outreach

- Stillwater elementary schools - Colleen corresponded with 3rd Grade teachers at all of the neighborhood schools to arrange the annual spring visits to talk with students about the library summer reading program and to share a selection of favorite books. An updated library card prop will accompany Colleen on her visits.
- Stillwater ECFE - Colleen hosted the ELL ECFE families in the library which included a tour and a storytime. Families were given book marks, stickers and CDs.
- Head Start - Colleen provided a storytime for this group

Partnerships

- “Books & Benches” - Colleen was contacted by the Phipps to arrange a librarian led “Books and Benches” storytime which will take place on July 25 at 10:30 a.m. at Pioneer Park. This is to highlight the new Stillwater art bench. Read more: <http://www.artbenchtrail.org/benches/stillwater-mn/>

- Angie is corresponding with ECFC (Early Childhood Family Center) staff to develop programming to help families become more familiar with the library and its staff, resources, and programs.

Personnel

- Angie and Colleen interviewed candidates for the Youth Services Programming Assistant Position. An offer was made to Netanya Roden, who is currently an Information Services Associate Substitute. On her first day, April 29, she and Angie were able to add several teen programs to the summer programming line-up! Netanya fully understands and is guided by connected learning which drives library success with teens. Angie encouraged Netanya to read through the YALSA (Young Adult Services Association) publication, “The Future of Library Services for and with Teens: A Call to Action” <http://www.ala.org/yaforum/future-library-services-and-teens-project-report>
- Colleen and Netanya are stellar additions to the Youth Services Team.

Professional Development

- New YS Staff are familiarizing themselves with the plethora of professional collection resources.
- Colleen participated in Stop the Bleed training at SFD.
- Angie is organizing a meeting with the Teen Librarian, Amy Oelkers, at Oakdale to introduce Netanya. Amy is an excellent librarian and also Oakdale is the nearest branch with a dedicated Teen Librarian. She has graciously accepted my request for a brainstorming meeting.

Youth Spaces

- National Poetry Month – We displayed posters showing various examples of poetry and a PoeTree creation (see below) inviting visitors to write a poem on a leaf and add it to the tree.
- New book lists targeted to children in different grades have been added to the children’s and teen spaces.
- Children’s Book Week: April 29–May 5 was the 100th Anniversary of Children’s Book Week. To increase awareness, posters were displayed alongside activities that families could do in the library or take home to complete.

Upcoming Single Date Programs

- Spring School Outreach days: May 8, 13, 14, 20, 21
- May 4: Kids learn about Gardening
- May 8: Family Story time with Power Up and CHOMP!
- May 20: Book Buddies for K-2
- May 20: Adulting 101: Budgeting for Teens
- May 29: Storyman from England, “Color My World”



STILLWATER PUBLIC LIBRARY FOUNDATION
BOARD MINUTES March 29, 2019

MEMBERS PRESENT: Doug Blanke, Ann Brownlee, Amber Dailey-Hebert, Roger Funk, Shawn Glaser, John Gray, Linda Long, Dustin Moeller, Jean Morse, Merilee Read, Carol Stabenow, Mark Troendle, Eric White, Ann Wolff, Interim Executive Director - Elaine Weber Nelson

Group photos were taken by Nick Gorski.

CALL TO ORDER: President Ann Wolff called the meeting to order at 9:25 a.m.

I. Secretary's Report:

a. ACTION ITEM: Approval of the February Minutes

Motion to approve – Carol - 2nd by Shawn – Unanimously approved b. Board Roster, Calendar, List of Committees – were distributed c. Members turned in signed Conflict of Interest forms d. Members signed thank-you letters to be sent to SPL volunteers for National Volunteer Appreciation Week

II. Library Director's Report – Mark

a. A monthly SPL newsletter is being e-mailed to the public b. On March 12, Mark & Maureen attended the Stillwater Township meeting - in appreciation for the services the SPL provides to the Township residents, the Township donated \$5,000 to the library c. Staff changes: Linda Howe's position has been filled by Colleen Hanson – Colleen's position replacement will be named soon d. The Youth Services Job Description has been posted e. The water bottle filling stations have been installed f. Several new programs are being instituted:
- 4 presentations by the Bakken Trio & Z Puppets Rosenschnoz - Book Buddies - Pop-up book discussions - Teen programs g. The travel books section has been updated

III. Executive Director's Report – Elaine

The current version of the Strategic Plan was distributed and reviewed. It was emphasized that it is a "Working Draft." a. ACTION ITEM: Approval of Strategic Plan – final work and revisions since email approval

Motion to approve – John - 2nd by Amber – Unanimously approved

Ann W. and Linda will work with the Development Committee b. 2018 Impact Report – Being finalized at Stillwater Printing
Scheduled to be mailed to donors before the May 7 event c. Update and timeline for remaining work –

Draft of job description for “Foundation Manager” presented (See document on last page)
- recommended as opposed to hiring an Executive Director at this time - salary and potential benefits yet to be determined

IV. Finance Committee – Dustin

a. February Financials-

- the Balance Sheet as of February 28, 2019 shows that the current FSB checking account contains sufficient funds to cover the SPLF 2019 budget - the Huelsmann grant included \$15,000 allocated for the consultant fee b. ACTION ITEM: 2019 budget – approve revisions from February meeting:

2018-11 Newspapers (Heuer)

Donor-Restricted Gift of \$5,000 on 12/16/18

\$3,000 of gift to be used to fund expenses for the 2018-11 Newspaper Grant per conversation with donor. Funds already allocated last year to library for 2019 subscriptions. 2019-03 DR Heuer Juv

Donor-Restricted Gift of \$5,000 on 12/16/18

\$1,000 of gift to be used for children’s books and programming. Bookplates: “In memory of Kim and her love for children and the joy found in books” from Jody Heuer

2019-03 DR Heuer Adult

Donor-Restricted Gift of \$5,000 on 12/16/18

\$1,000 of gift to be used for adult fiction and nonfiction. Bookplates: “In memory of Ken and Bev Heuer, sharing their love of books, newspapers and all the library has to offer!” from Jody Heuer Motion to approve – Shawn - 2nd by

John – Unanimously approved c. ACTION ITEM: Youth Services Grant Request – Mark

Library requested \$5,000 in funding for youth and adult programming expenses in 2019 Motion to approve – Amber - 2nd by Ann B. – Unanimously approved d. ACTION ITEM: Margaret Rivers Grant application – Mark

Library requested \$16,000 to pay 123 Events for one-time transition costs for 2019 Motion to approve – Ann B. - 2nd by Amber – Unanimously approved e. ACTION ITEM: Acceptance of designated gift from Jody Heuer - Elaine

Motion to approve – Shawn - 2nd by Doug – Unanimously approved

V. Governance Committee – Jean

No report

VI. Marketing Committee – Linda

No report

VII. Events Committee – Ann W.

a. For the Love of the Library - Sign-up for the event - Organizational meeting – Friday, April 5 at 8:30 a.m. (Elaine, Ann W., Merilee, Carol, Ann B., Jean)

The following agenda items were not addressed due to time constraints: VIII.

Ad hoc Committee: Drafting the Engagement Plan IX. Standing Agenda Items X. Instructions to get connected to Google Drive -Eric XI. National Library Week – “Libraries=Strong Communities” April 7-13 XII. Other

The meeting adjourned at 10:45 a.m.

Respectfully submitted, Jean
Morse, Secretary

E-MAILS FOR MARCH '19 MEETING

DATE SENDER(S) SUBJECT

3/1 Elaine Strategic Plan

3/1 Ann Several Important Things

3/2 Sandy DOCUMENTS ON GOOGLE DRIVE FOR MARCH 2019

(drive.google.com)

2018 Annual Meeting Minutes

Feb. Board Meeting (3/1/19) Minutes

3/5 Ann W. 7 Important Things

3/9 Ann W. Pledge Amount, Committees, Strategic Plan

3/22 Elaine March Board Meeting Packet

3/25 Ann W. Important for Friday



Friends of the Stillwater Public Library

March 11, 2019 | 6:30 pm CT | Meeting location: Conference Room -Stillwater Public Library

Meeting Friends of the Library

Meeting called by Gemma Lockrem

Facilitator Gemma Lockrem

Secretary Tracy Salvati

Attendees:

Gemma Lockrem , Lyndon Lockrem, Jan Kilkelly,
 Tracy Salvati, Mark Troendle, Vik Wilson, Lynne
 LeTart, Ann Wolff, Ed Fagerlin

Mary Ann Sandeen on vacation - absent

Agenda

Friends of the Stillwater Public Library Meeting:
 Monday, March, 11, 2019
 Conference Room
 6:30 p.m.

Mary Ann will not be at this meeting.

1. Call meeting to order: Gemma Lockrem
2. Secretary's Report: Tracy Salvati
3. Treasurer's Report: Jan Kilkelly
4. Membership Report: Gemma Lockrem
5. Other: upcoming Booksale. Mary Ann talked to Susie. STS has been contacted. Mary Ann will meet STS on Sunday for pickup. Mark is in charge of unlocking door. Exact time unknown at this point. Anyone else is welcome.

Also, Mary Ann will help wherever needed and bring lunch on donation days. All

Ann Wolff will be at this meeting on behalf of Stillwater Public Library Foundation.

6. Update: Mark
7. Adjourn Meeting

Next meeting: April 8, 2019

- Meeting called to order by Gemma Lockrem
- Secretary's report Tracy Salvati
 - Feb. 11, 2019 Minutes approved
- Treasurer's report Jan Kilkelly
 - Balance 2/28/2019
 - \$31,793.21
- Membership report Gemma Lockrem
 - 84 memberships

Topics:

➤ Book Sale

- April 6 and April 13 – Collection dates
- April 24 (Wed a.m.) – April 27 (Sat) – Sale
- April 28 – STS
- Upcoming Booksale. Mary Ann talked to Susie. STS has been contacted. Mary Ann will meet STS on Sunday for pickup. Mark will unlock library doors. Time unknown at this point. Anyone else is welcome.
- Should people working the book sale be Friend members?
 - Gemma and Lynne will ask them and give them a brochure at the April sale.
- Several workers at the book sale are not receiving phone calls asking them to help?
 - Will look into updating the contact list
 - Wed. March 24th, Mark will open catering doors and the ramp at 8:30am
 - Sun. March 28th, Mark will open catering doors ~11:00am. Time will be confirmed.
- Gemma will have Nissa work on the book sale fliers.

➤ Book Sale RECIEPTS

- Jan Kilkelly created a receipt form for book purchases and a receipt for donations.

➤ Ann Wolff

- Friends member since 2002. This is Ann's last year on the foundation board.
- Ann thanked the "Friends" for Light a Spark and hearing loop donations.
- Library is changing
 - City Funding
 - Fundraising
- Strategic Consulting and Coaching: hired a consultant to put systems together to communicate
 - SPL Foundation is hosting: May 7th – 5:00- 7:00p For the Love of the Library- fund raiser
 - Tom Combs will be speaking – ER Physician, Suspense-Thriller Author
 - **Trustees, Friends and Foundation**
 - Ann passed out pledge cards to the team and has asked for donations from the team

Update: Mark Troendle:

- Mark distributed March 2019 programming calendar
- 'Shelf Life' SPL newsletters are being distributed via email
- New water bottle filling station installed upstairs
- Feb. 26th – MN Capital legislators said they would support the library funding
- March 18th – book buddies, advisory board will be reading to younger children

Meeting Adjourn: All

***Next meeting Monday, April 8, 2019

**Friends of the Stillwater Public Library
2019 Financial Reports**

Period:	<u>3/1/2019 - 3/31/2019</u>	<u>Year-to-Date 3/31/2019</u>
Opening Balance	\$ 31,793.21	\$ 31,831.86
Receipts:		
Memberships	\$ 250.00	\$ 420.00
Donations		\$ 41.55
Book Sales	\$ 263.50	\$ 833.00
Scanner Fees		\$ -
Book Bags	\$ 15.00	\$ 15.00
T-Shirts		\$ -
Notes, Cards		\$ -
Total Receipts	\$ 528.50	\$ 1,309.55
Disbursements:		
Grants to Library	\$ 12,000.00	\$ 12,000.00
Sponsorships		\$ -
Memberships		\$ 25.00
Postage	\$ 90.00	\$ 90.00
Printing & Supplies		\$ 134.70
Sales Tax		\$ 660.00
Fees		\$ -
Misc.		\$ -
Total Disbursements	\$ 12,090.00	\$ 12,909.70
Ending Balance	\$ 20,231.71	\$ 20,231.71
<i>Outstanding Grants Due to Library:</i>		
	<i>Paid 3/11/19:</i>	
Book Sale Nov. 2015	\$2,018.60	\$0.00
Book Sale Nov. 2016	\$2,966.47	\$0.00
Book Sale Nov. 2017	\$4,197.00	\$0.00
Book Sale Nov. 2018	\$2,817.93	\$137.07
Book Sale Nov. 2019		
	\$12,000.00	\$137.07
<i>Other:</i>		
Book Sale Apr. 2015		\$961.50
Book Sale Apr. 2016		\$2,982.50
Book Sale Apr. 2017		\$2,807.00
Book Sale Apr. 2018		\$3,765.85
Book Sale Apr. 2019		
		\$10,516.85

Agenda Items Details

AGENDA ITEM NAME & BRIEF DESCRIPTION: Executive Committee Report	
OWNER: Executive Committee	PRESENTER: Bell, President
REQUESTED AGENDA TYPE (A, I, D): I	IS THIS A POLICY OR SIMILAR DOCUMENT FOR APPROVAL? IF YES, NOTE STATUS – 1 st READ, 2 nd READ/FINAL APPROVAL:
IF ACTION ITEM, PLEASE DESCRIBE REQUESTED ACTION:	
<p>BACKGROUND/CONTEXT:</p> <p>Executive Committee Report from April 16, 2019 Committee Questionnaire (Propel)</p> <ul style="list-style-type: none"> Reviewed questionnaire which will be distributed “as is” to standing committees even though not all questions apply to our situation. The goal is to gather an understanding of how committees currently operate. Each committee will complete the questionnaire and return it to the Executive Committee by June 2019. The Executive Committee will review responses and develop a draft “Committee Charter” form for each standing committee to be reviewed at the October 2019 board meeting. Because any changes to the committee structure might affect the Nominating Committee’s review of the bylaws, we need to keep them informed about our work with the questionnaires. <p>Stillwater Public Library Management Services Agreement (if available)</p> <ul style="list-style-type: none"> The agreement is not yet ready for final review. The City Attorney is reviewing the agreement, including a number of new questions raised by One23. Further changes will be reviewed first by the Library Events Task Force, then sent to the Executive Committee for review and approval. The Executive Committee will schedule an impromptu meeting when the final agreement is ready for review. Mark presented options for funding a possible revenue shortfall in Year 1 of the agreement. Final decision to be made by the full board. <p>Director Evaluation</p> <ul style="list-style-type: none"> In 2018, the City Attorney said that the trustees may invite anyone or no one to stay for a closed session. Mark will ask Donna Robole for guidance on closed session best practice. As we are nearing the end of the first year of experience with the new director’s evaluation process, it is time for an evaluation. Trustees will be asked for feedback on: <ul style="list-style-type: none"> Number and frequency of progress reviews Amount and quality of board feedback Opportunity for board input Changes in the process, instructions, annual review or progress report forms, rating scale used for annual review. Overall satisfaction with the evaluation process Distribute questions in board packet for discussion at June meeting with changes/revisions to be implemented in September with the start of new review cycle. <p>Updates</p> <p>2020 Budget prep-staff discussions on the operating and capital budgets have begun.</p>	
ATTACHMENTS/SUPPLEMENTARY DOCUMENTS: Propel Committee Questionnaire	

Committee Questionnaire

Charter

1. What is the overall purpose of this committee?
2. What are the major duties of this committee?
3. What kind of committee is this?
 Standing Ad Hoc
4. If Ad Hoc, how long will this committee be in existence?
5. Who is this a committee of?
 The Board The Staff

Authority

6. What authority does this committee have?
 Direct staff
 Bring options forward
 Execute
 Other: _____
7. To whom will the committee report?
 To the Board To the Executive Director
 Other: _____
8. Does this committee have a budget?
 Yes No
9. What is the budget for this committee?
10. Can this committee incur expenses?
 Yes No

Committee Questionnaire

Membership

11. The Chair of the committee is?

Options:

- If committee of the Board, the Chair must be a Board member
- If committee of the Staff, the Chair does not have to be a Board member

12. How is the Chair selected?

Options:

- If committee of the Board, the Chair is appointed by the Board President
- If committee of the Board, the Chair is nominated, voted on and approved by a majority of the Board
- If committee of the Staff, the Chair is approved by the Executive Director

13. How many will be on the committee?

- Minimum number: _
- Maximum number: _

14. Are there guidelines or rules about who will be on the committee?

- Board involvement: _____
- Volunteers: _____
- Staff: _____
- Other: _____

15. How do people get on the committee?

- Volunteer Get nominated Get appointed
- Other: _____

16. The committee membership term is:

- 1 year 2 years
- Other: _____

Committee Questionnaire

Meeting Times

17. How often will this committee meet?
- Monthly Quarterly
- Yearly As needed
- Other: _____
18. Does this committee have published meeting times?
19. Who is allowed to attend committee meetings?
- Anyone Board only
- Other: _____

Other

20. How will the committee report?
- Minutes Email
- Other: _____
21. What is the staff role to the committee?
- Manage Support
- Other: _____
22. In regards to this committee, what is the role of the Executive Director?
- Input Recommendation
- Approval Other: _____
23. How will decisions be made on the committee?
- Majority vote by all present
- Majority vote by named committee members only
- Consensus by Board members only
- Consensus by all named committee members
- Other: _____

Agenda Items Details

AGENDA ITEM NAME & BRIEF DESCRIPTION: Director Evaluation – 4 Month Progress Check	
OWNER: Bell, President	PRESENTER: Bell, President
REQUESTED AGENDA TYPE (A, I, D): D	IS THIS A POLICY OR SIMILAR DOCUMENT FOR APPROVAL? IF YES, NOTE STATUS – 1 st READ, 2 nd READ/FINAL APPROVAL:
IF ACTION ITEM, PLEASE DESCRIBE REQUESTED ACTION:	
<p>BACKGROUND/CONTEXT:</p> <p>During this closed session, the board will conduct a four-month progress check with regard to the director’s 2018-2019 goals. The director will inform the board of the issues, barriers and progress toward goals. A Progress Report Form, completed by the director, is provided in the board packet for trustees to review prior to the meeting. Items for the trustees to consider in preparation for the discussion are outlined on the attached Progress Report Form.</p> <p>The following procedure must be used to close an open meeting under the performance evaluation exception:</p> <ul style="list-style-type: none"> • The public body must identify the individual to be evaluated prior to closing the meeting. • The meeting must be open at the request of the individual who is the subject of the meeting; so some advance notice to the individual is needed to allow the individual to make a decision. • Before closing the meeting, the board must state on the record the specific grounds permitting the meeting to be closed and describe the subject to be discussed. • The meeting must be electronically recorded, and the recording must be preserved for at least three years after the meeting. • At the next open meeting, the public body must summarize its conclusions regarding the evaluation. The board should be careful not to release private or confidential data in its summary. 	
ATTACHMENTS/SUPPLEMENTARY DOCUMENTS: Progress Report Form	
PREVIOUS ACTION ON ITEM:	
REVIEWED BY COMMITTEE?:	

Progress Report Form: 5/14/2019

(To be completed by the Director and included in the board packet for the fourth and eighth month following the anniversary date)

For the Director

Review current year's goals and your progress in obtaining them. The Director should submit a brief description of progress for each goal including specific measurable milestones in achieving the annual goals.

Goal #1

After conducting a search process, fill the position of Business and Communications Manager with a qualified individual by November 2018. Director and Business and Communications Manager will then develop a plan to address:

- Raising the library's visibility in and engagement with the community
- Improving library marketing and communications
- Building effective redundancy into the library's administrative operations
- Refocusing or streamlining the director's supervisory responsibilities
- And any other priorities the director and staff identify

January Update: Keri Goeltl was promoted from Office Specialist to Business and Communications Manager, effective November 12, 2018. This created another vacancy in the administration division, requiring first a union posting and then a wider job search, leading to hiring Renee Powers, who will begin training as the new Office Specialist on January 7, 2019. Filling this position is another step toward providing enhanced redundancy in administrative operations. Time will be required to onboard Renee, which means pulling focus from other areas in the short term. In less than two months, though, Keri has taken on the supervisory tasks of overseeing the custodial and technical services staff, which has helped to streamline the reporting structure. With respect to improving marketing, a retractable banner and a table covering were designed, ordered and received for use at outreach events as PR tools. The first such event at which these will be used will be the Da Vinci Fest at Stillwater Area High School on January 5, 2019. Also, Keri and I have been discussing what a regularly scheduled newsletter could look like, with an expected launch in March or April.

May Update: Shelf Life, the library's monthly e-newsletter, was relaunched with a new look in March, followed by April and May editions. It's designed to be a visually appealing vehicle to increase awareness of what the library has to offer. To make the process more efficient, Business and Communications Manager Keri Goeltl repackages content from Library Corner articles and includes programming calendars and trivia. At launch, we had 875 subscribers and now have 902.

Keri has been training Office Specialist Renee Powers to gradually assume more duties, freeing up time for Keri to manage the custodians and aides, who were previously supervised by the Director. Keri has created a style guide to facilitate a more consistent look and feel across library messaging. Also, Keri is now the primary editor of Library Corner articles that are primarily drafted by Information Services Associate Sue Hedin. I conduct a final review of each edition before it's released, but Keri's involvement in the process has reduced the amount of time I spend on editing. Having these positions has also enabled us to have a backup person available to cover administrative duties if someone is out of the office for any reason.

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Goal #2

Provide project management expertise and oversight so that the pergola repair is completed by May 2019.

January Update: *Since the repair issue was identified, I have worked with the Facilities Committee to find a cost-effective, aesthetically appropriate solution to the deteriorating trellis and obtain quotes from qualified contractors to make the repair. In November, the trustees approved the committee's recommendation to hire Braden Construction. An agreement for services contract was then drafted and signed by all parties as of December 31. Given what we currently know, the project is projected to cost less than what has been allocated in the capital budget and will be completed by the deadline of April 14, 2019. I am very pleased with the responsiveness and thoroughness of Braden Construction as well.*

May Update: While this goal is concise, the pergola repair project presented challenges. One dealt with the mass or scale of the new trellis. To help with decision-making, size options were clarified, a scale drawing was drafted by the manufacturer, and the commercial president for Braden Construction talked with the Facilities Committee and answered questions. Once the committee approved a path forward, the project proceeded as expected until the contractor could visually inspect how the angle iron was affixed to four of the columns. This information was important because with the new main beams being smaller, a decision had to be made about whether to cut down the angle iron to avoid trapping water or to address it in some other way. After the beam was removed from the angle iron, Braden Construction discovered the angle iron is welded to a 9" square steel column inside four of the round columns. Access would not be possible without splitting the columns. While that remained an option, it would be difficult, time consuming, and expensive to detach the angle iron. Braden initially recommended cutting down the horizontal portion of the angle iron, but I would not approve that idea without consulting the committee first. The Facilities Committee was apprised, and Spike Carlsen came up with the idea of leaving the angle iron as is and affixing a piece of molding to it to shed water. This idea would also help tie everything together visually. The contractor explored metal versus PVC molding. There was a spacing issue on the opposite side of the same beam, which was also resolved by exploring options. The Facilities Committee is aware of the many conversations and details that went into the final decision. It was an interesting puzzle because many different factors had to be weighed and communication had to be clear between the committee, contractor, and me. The solution benefited from the input of all committee members who gave this issue thoughtful consideration and a contractor who investigated options and answered many questions. While the project's end date had to be extended, it will be finished prior to May 18, which is the date of the first wedding this year. In the end, the library and our patrons benefit because the outcome is expected to result in a long-lived structure requiring minimal maintenance.

Goal #3

Effectively participate with and provide leadership to the strategic planning consultant, trustees, and staff to successfully complete the forthcoming planning process based on the proposed timeline. Upon completion, begin to implement strategies to achieve prioritized goals within identified timelines.

January Update: *Timelines have been consistently met, including those for the community survey, focus groups, and Sarah's planned meetings with staff and trustees. Sarah and I communicate regularly, and I share those communications with the appropriate people as needed. For instance, I*

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recently requested information from Sarah regarding her meeting with staff on January 8 so that staff could know what to expect. Sarah responded with an agenda and answers to all my questions, which I shared with Mike as board president, and repackaged in a condensed form for staff to allow for a more productive meeting.

May Update: The consultant and I had a good working relationship and kept the lines of communication open throughout the process. I endeavored to keep staff apprised. The board president and trustees were informed of new developments and information requests in a timely manner as part of shepherding this process along to meet deadlines. The consultant was efficient and timelines were consistently met, though the completion date was extended one month to allow additional input and discussion to further shape the final version of the mission statement, which was helpful. The previous strategic plan was removed from the library's website and in its place is the new document. More time is needed for staff to develop the work plan that will add activities to the strategies in support of the goals.

Provide responses to the following questions in advance as preparation for discussion.

1. What areas are/were particularly challenging and why?

The Venue Coordinator transition has been challenging for a number of reasons, including the fact that this arrangement features a new revenue sharing model, and the contractor, while a respected business, is new to us and does not have experience managing events in a public library environment. One goal was to draft a contract that would clarify expectations and responsibilities as clearly as possible for both parties to minimize surprises because we want our private clients to have an amazing experience while not negatively impacting public patrons or neighborhood residents. Trying to anticipate and analyze a multitude of possibilities was time consuming and challenging. City Attorney Kori Land did a wonderful job answering questions and transforming a rough draft into a final, polished contract that's 17 pages in length. The signing of the contract on May 9 does not mean the transition is finished. The handover from Venue Coordinator Sandy Ellis to One23 Events will continue through May and beyond. Also, library administrative staff will have the ongoing responsibility of providing room reservation information to One23 Events to avoid double bookings with private clients; monitoring the financial reports, payables and receivables; and staff will be involved with resolving operational issues that may arise. Using a public space for private events managed by an external contractor presents both an opportunity for enhancing the level of service provided as well as a layer of complexity that we are endeavoring to manage with due diligence.

The building has presented challenges that diverted energy for many staff, including regularly emptying buckets of water in the parking ramp from February 22 through March 10, two water leaks on the lower level, a water bottle filling station selection and installation process that took longer than anticipated due to vendor and code reasons, and a soon-to-be finished pergola project. Cataloging and acquisitions procedures continue to be refined and improved, though some aspects are not yet running as smoothly as we would like. The IT transition is another major change, and staff is training to adapt to new registration procedures being implemented by Washington County Library shortly before the summer reading program starts. Also, securing grant funding for the Youth Services Programming Assistant position as well as hiring and onboarding is a time-intensive process, one that may need to be at least partially repeated as the grants are sufficient only through the end of this year.

2. How might the board have been more supportive in the achievement of the goals?

The board continues to be extremely supportive. Input and direction is given in a timely and clear manner. In terms of committees, my preference is to get unanimous agreement on an outcome, though I appreciate it when (as happened recently) a trustee said they would be in agreement with any majority decision, which is a helpful acknowledgement and clarifying statement if time is a factor, or if someone is traveling and may be unreachable, or when there is no obvious chair for a particular committee.

3. What goal or accomplishment has been the most satisfying for you?

While many people were involved, completion of the strategic planning process that resulted in the plan being approved by the trustees at the April board meeting is the most significant and satisfying milestone so far. Now that we have a new foundation in place, staff can turn toward developing a work plan that will put action-oriented steps in place to keep moving the library forward in a purposeful manner.

4. What is going well with the job and accomplishment of goals and why?

Though I mentioned aspects as of this last time, the working relationships I have with trustees, staff, and the city are positive and productive. To that list, I would also add vendors. For instance, while the pergola project has experienced delays, the conversations involving committee members, the contractor, and the city have produced the best possible result. Options were explored as needed, and conclusions reached after thoughtful consideration. This has been true in other areas as well. I appreciate different perspectives and collaborative efforts to solve challenging issues.

Also, I would like to add that staff have adapted amazingly well to the various changes that have occurred in the recent past or are in-process. Some of these individual projects would be more than enough challenge for much larger organizations, but staff have pulled together and handled changes that were concurrent or in succession with aplomb. Change is stressful. Collaborating with staff willing to tackle these challenges and turn them into opportunities is fulfilling and greatly valued.

For the Trustees to consider as preparation for discussion.

1. Are there ways the trustees can better support the accomplishment of the goals?
2. Is the progress satisfactory?
3. If there is a significant lack of progress, identify what action can be taken to correct the situation.

A copy of the completed report should be included in the board minutes.

Stillwater Public Library 2019 Calendar

<p>January 1: Library Closed, New Year's Day 8: Late Open, 11:00 am 8: SPL Board Meeting, 7:00 pm 14: Friends Meeting, 6:30 pm 21: Library Closed, MLK Day 25: SPLF Board Meeting, 9:00 am</p> <ul style="list-style-type: none"> • Begin Development of 5-Year Capital Forecast (2020-2024) • Board passes ratification of wages prepared by Director • Director evaluation progress check 	<p>February 11: Friends Meeting, 6:30 pm 12: SPL Board Meeting, 7:00 pm 18: Library Closed, Presidents' Day</p>	<p>March 1: SPLF Board Meeting, 9:00 am 11: Friends Meeting, 6:30 pm 12: Presentation at Stillwater Township, 7:00 pm 12: SPL Board Meeting, 7:30 pm (as Director and President are presenting at Stillwater Township) 22: SPLF Board Meeting, 9:00 am</p>
<p>April 1: Annual Report to State Due 7-13: National Library Week 8: Friends Meeting, 6:30 pm 9: SPL Board Meeting, 7:00 pm 21: Library Closed, Easter 24-27: Spring Used Book Sale 26: SPLF Board Meeting, 9:00 am</p> <ul style="list-style-type: none"> • Big Read in the St. Croix Valley 	<p>May 13: Friends Meeting, 6:30 pm 14: SPL Board Meeting, 7:00 pm 24: SPLF Board Meeting, 9:00 am 19: Last Sunday Open Until Sept. 8 27: Library Closed, Memorial Day</p> <ul style="list-style-type: none"> • 2020 Capital Outlay Request and 2020-2024 CIP Plans Due • Begin operating budget prep • Director evaluation progress check 	<p>June 10: Friends Meeting, 6:30 pm 11: SPL Board Meeting, 7:00 pm 28: SPLF Board Meeting, 9:00 am</p> <ul style="list-style-type: none"> • Operating budget discussions
<p>July 4: Library Closed, Independence Day 4: Light A Spark, 7:00 pm 9: SPL Board Meeting, 7:00 pm 26: SPLF Board Meeting, 9:00 am</p> <ul style="list-style-type: none"> • Board adopts budget request 	<p>August 13: SPL Board Meeting, 7:00 pm 23: SPLF Board Meeting, 9:00 am</p> <ul style="list-style-type: none"> • City Council budget hearing 	<p>September 2: Library Closed, Labor Day 8: Sunday Hours Resume 9: Friends Meeting, 6:30 pm 10: SPL Board Meeting, 7:00 pm 27: SPLF Board Meeting, 9:00 am</p> <ul style="list-style-type: none"> • Levy adopted • Director evaluation
<p>October 8: SPL Board Meeting, 7:00 pm 14: Friends Meeting, 6:30 pm 25: SPLF Board Meeting, 9:00 am</p> <ul style="list-style-type: none"> • Examine ending dates for Board Members, place on Board agenda • Adopt Holidays for succeeding year 	<p>November 11: Friends Meeting, 6:30 pm 12: SPL Board Meeting, 7:00 pm 22: SPLF Board Meeting, 9:00 am 28: Library Closed, Thanksgiving Day TBD: Fall Used Book Sale TBD: SPLF Style Speaks Volumes</p>	<p>December 10: SPL Board Meeting, 7:00 pm 24: Library Closed, Christmas Eve 25: Library Closed, Christmas Day 31: Library Closed, New Year's Eve 31: SPL Board Terms End 31: WCL/SPL Contract Ends</p> <ul style="list-style-type: none"> • Succeeding year budget adopted by Council • Set staff meeting schedule for succeeding year • Negotiate new union contract before December 31 if needed

Black: Board • Orange: Budget • Purple: Friends • Blue: Foundation

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2019 LIBRARY BOARD

The Library Board is organized by City of Stillwater Charter, Chapter 1, Article XIV. Its purpose is to operate and maintain the Stillwater Public Library and the expenditures of all library funds. The Board meets on the 2nd Tuesday of the month at 7:00 p.m. at the Stillwater Library, 224 3rd Street N. For a full list of city boards and commissions, visit <https://cityofstillwater.granicus.com/boards>.

Members	Term	Ward
Maureen Bell (President)	2nd Term: Jan 1, 2017 - Dec 31, 2019	4
Gregg "Spike" Carlsen	2nd Term: Jan 1, 2019 - Dec 31, 2021	2
Bethany Cox	Partial Term: Jul 17, 2018 - Dec 31, 2019	3
Paula Hemer	1st Term: Jan 1, 2019 - Dec 31, 2021	3
Sharon Hollatz	Partial Term: Jul 17, 2018 - Dec 31, 2020	1
Lisa Howe	1st Term: Jan 2, 2018 - Dec 31, 2020	4
Mike Keliher	3rd Term: Jan 2, 2018 - Dec 31, 2020	1
Pat Lockyear (Vice-President)	Partial Term: Jan 2, 2018 - Dec 31, 2019	2
Mary Richie (Secretary/Treasurer)	3rd Term: Jan 1, 2019 - Dec 31, 2021	2
<i>Council Liaison:</i> Ryan Collins		1
<i>Library Director:</i> Mark Troendle		
<i>Committee Rosters:</i>		
Executive:	Bell, Lockyear, Richie, Troendle	
Finance:	Richie, Hemer, Howe, Troendle	
Facilities:	Carlsen, Cox, Lockyear, Troendle	
Nominating:	Carlsen, Hemer, Keliher	
<i>2019 Task Forces:</i>		
Events:	Keliher, Bell, Hollatz, Troendle	
Board Self-Assessment:	Cox, Hollatz, Howe	

Updated: 5/10/19