

Regular Meeting Agenda

Monday, April 20, 2015

Published by Ann Arbor District Library

April 2015

S	M	T	\mathbf{W}	T	\mathbf{F}	S
			1	2	3	4
5 Closed— Easter	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20 AADL Board Mtg	21	22	23	24	25
26	27	28	29	30		
			May 201	5		

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3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18 AADL Board Mtg	19	20	21	22	23
24 31	25 Closed- Memorial Day	26	27	28	29	30

June 2015

S	M	T	W	\mathbf{T}	\mathbf{F}	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15 AADL Board Mtg	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

MEMORANDUM

To: District Library Board From: Josie Parker, Director

Subject:

Regular Meeting, Monday, April 20, 2015 at 5:30 p.m. Ann Arbor District Library, 4th Floor Board Meeting Room 343 S. Fifth Avenue, Ann Arbor, MI 48104

REGULAR MEETING AGENDA

15-069	I.	CALL TO ORDER
15-070	II.	ATTENDANCE
15-071	III.	RECESS TO CLOSED SESSION FOR DISCUSSION OF REAL ESTATE, OPINION OF LEGAL COUNSEL AND DIRECTOR'S EVALUATION
15-072	IV.	RECONVENE REGULAR MEETING AT 7:00 PM
15-073	V.	APPROVAL OF AGENDA (pp. 1-2) (Item of action)
15-074	VI.	APPROVAL OF MINUTES OF MARCH 16, 2015 AND MARCH 23, 2015 (pp. 3-11) (Item of action)
15-075	VII.	CITIZENS' COMMENTS
15-076	VIII.	FINANCIAL REPORTS (pp. 12-15)
15-077	IX.	APPROVAL OF DISBURSEMENTS (pp. 16-19) (Item of action)
15-078	X.	COMMITTEE REPORTS
15-079		A. BUDGET AND FINANCE COMMITTEE
15-080		B. DIRECTOR'S EVALUATION COMMITTEE
15-081		C. FACILITIES COMMITTEE
15-082	XI.	DIRECTOR'S REPORT
15-083	XII.	MONTHLY STATISTICS

15-084	XIII.	NEW BUSINESS
15-085		A. RESOLUTION AMENDING THE 2014-2015 BUDGET FOR DOWNTOWN LIBRARY MAINTENANCE AND FURNISHINGS (pp. 20-22) (Item of action)
15-086		B. <u>DISCUSSION OF PROPOSED 2015-2016 BUDGET</u> (pp. 23-27)
15-087		C. <u>DISCUSSION OF FRIENDS OF THE ANN ARBOR</u> <u>DISTRICT LIBRARY SPACE USE AGREEMENT</u> (pp. 28-42)
15-088		D. RESOLUTION OF THANKS TO CARLEEN VANDERBOK UPON HER RETIREMENT (p. 43) (Item of action)
15-089		E. VOTE FOR CLOSED SESSION AT THE MAY 18, 2015 REGULAR BOARD MEETING FOR DISCUSSION OF REAL ESTATE, OPINION OF LEGAL COUNSEL AND DIRECTOR'S EVALUATION (Item of action) Roll call vote
15-090	XIV.	CITIZENS' COMMENTS
15-091	XV.	ADJOURNMENT

CITIZENS' COMMENTS - REQUEST TO ADDRESS THE BOARD

- Persons who wish to address the Library Board may reserve time on any regular or special
 meeting agenda by calling 327-8311 by 5:00 PM of the weekday preceding the meeting.
 Persons who have not reserved time in advance may speak after those who have reserved
 time.
- 2. Maximum time for individual speakers will not exceed three minutes.
- 3. One speaker may yield his/her time to another if both have signed up and both are in attendance at the meeting.
- 4. No person may speak more than once on the same subject during a single meeting.
- 5. Citizens' Comments at special meetings or study sessions will occur at the end of the meeting. Maximum time for individual speakers will not exceed three minutes.
- 6. Trustees, Director, and Administrators will not answer questions during Citizens' Comments. The speaker may request a response in writing. Trustees may, with the permission of the Board President, ask a question of a speaker. No dialog will occur.
- 7. Individuals addressing the Board should take into consideration rules of common courtesy.

ANN ARBOR DISTRICT LIBRARY BOARD 343 S. FIFTH AVENUE, ANN ARBOR, MI MINUTES OF THE REGULAR MEETING MONDAY, MARCH 16, 2015

15-042 I. CALL TO ORDER

President Barney Newman called the meeting to order at 7:01 p.m.

15-043 II. <u>ATTENDANCE</u>

Board Present: Head, Kaplan, Leary, Barney Newman,

Rosenthal, Surovell

Absent: Leija

Staff: Hadler, Neiburger, Parker, Wilson (recorder)

15-044 III. APPROVAL OF AGENDA

(Item of action)

Trustee Rosenthal, supported by Trustee Leary, moved to approve the agenda.

AYES: Head, Kaplan, Leary, Barney Newman, Rosenthal,

Surovell

NAYS: None

Motion passed 6-0.

15-045 IV. APPROVAL OF MINUTES OF FEBRUARY 9, 2015

(Item of action)

Trustee Leary supported by Secretary Kaplan, moved to approve the minutes of February 9, 2015.

AYES: Head, Kaplan, Leary, Barney Newman, Rosenthal,

Surovell

NAYS: None

Motion passed 6-0.

15-046 V. <u>CITIZENS' COMMENTS</u>

There were no citizens' comments.

15-047 VI. FINANCIAL REPORTS

CFO Hadler reported February showed an unrestricted cash balance just over \$12.2 million. Tax receipts over \$11.4 million, reflecting 98.3% of the budgeted amount, have been received through the end of February. Budget versus actual showed an operating surplus of \$352,215. The fund balance stands just above \$8.3 million. Four line items are over budget and should come back into line later in the year.

15-048 VII. APPROVAL OF DISBURSEMENTS

(Item of action)

Treasurer Head, supported by Trustee Leary, moved to approve the February 2015 disbursements.

AYES: Head, Kaplan, Leary, Barney Newman, Rosenthal,

Surovell

NAYS: None

Motion passed 6-0.

15-049 VIII. <u>COMMITTEE REPORTS</u>

15-050 A. <u>BUDGET AND FINANCE COMMITTEE</u>

Chairperson Surovell reported the committee had met and discussed the budget process.

15-051 B. COMMUNICATION COMMITTEE

Chairperson Head reported the committee consisting of herself, Trustees Leary and Barney Newman met discussed the upcoming Board retreat. The committee also discussed the strategic plan process which is focusing on communication and services.

15-052 C. <u>FACILITIES COMMITTEE</u>

Chairperson Leary reported the committee consisting of herself and Trustees Rosenthal and Surovell met on March 4th and discussed the Downtown Library front entrance project and the remodel of the former FAADL space into a programming room.

The Friends have requested a modification to the Space Use Agreement. The request is being reviewed by our attorney before

presentation to the full Board.

The Downtown Library will be closed for two weeks in May for the front entrance project. During this closure additional interior work including carpet replacement, painting projects and moving of collections will take place.

15-053 IX. <u>DIRECTOR'S REPORT</u>

Director Parker reported the Library continues as the agency for homeschoolers participating in the National Geographic Bee. AADL is again hosting the "It's All Write Contest" which fourteen local schools have given as an assignment.

Beatrix Dergis provided a copy of her science fair robot report which won third place in its category. She used the Downtown Library for her experiment on human interaction with a faceless robot versus one with a face.

Tim Grimes was thanked for his effort on AADL's application for the Shakespeare Folio project.

15-054 X. MONTHLY STATISTICS

Deputy Director Neiburger gave an overview of room usage for 2014. Statistics included programs, partnerships, rentals, addlfreespace reservations, staff meetings and detailed which rooms were most utilized.

A variety of recent tweets and Facebook postings were presented.

Director Parker reported the building banners would be replaced soon and the van and delivery truck would be wrapped this month.

15-055 XI. NEW BUSINESS

A. RESOLUTION TO INCREASE CAPITAL OUTLAYS
BUDGET FOR RENOVATION OF THE FORMER FAADL
SPACE AT THE DOWNTOWN LIBRARY

(Item of action)

Trustee Leary, supported by Treasurer Head, moved that the Board resolves to increase the 2014-2015 budget line for Capital Outlays by \$110,000.00 for the renovation of the former FAADL space at

the Downtown Library; that the \$110,000.00 increase for Capital Outlays be transferred from the Fund Balance; that all resolutions and parts of resolutions that conflict with the provisions of this resolution are rescinded.

The Board discussed the process on this project.

AYES: Head, Kaplan, Leary, Barney Newman, Rosenthal,

Surovell

NAYS: None

Motion passed 6-0.

Trustee Rosenthal left the meeting at 7:50 p.m.

15-057

B. RESOLUTION OF THANKS TO DIANE DAHLEM UPON HER RETIREMENT

(Item of action)

Treasurer Head, supported by Trustee Leary, moved that the Board resolves that it would like to officially thank Diane Dahlem for her service as an employee from October 23, 2001 to March 31, 2015 of the Ann Arbor District Library; that all resolutions and parts of resolutions that conflict with the provisions of this resolution are rescinded.

AYES: Head, Kaplan, Leary, Barney Newman, Surovell

NAYS: None

Motion passed 5-0.

15-058

C. VOTE FOR CLOSED SESSION AT THE APRIL 20, 2015 REGULAR BOARD MEETING FOR DISCUSSION OF REAL ESTATE, OPINION OF LEGAL COUNSEL AND DIRECTOR'S EVALUATION

(Item of action) (roll call vote)

Trustee Leary, supported by Treasurer Head, moved to hold a closed session at the April 20, 2015 regular meeting for discussion of real estate, opinion of legal counsel and director's evaluation.

A roll call vote was taken.

AYES: Head, Kaplan, Leary, Barney Newman, Surovell

NAYS: None

Motion passed 5-0.

15-059 XII. <u>CITIZENS' COMMENTS</u>

Lynn Davidge

I'm Lynn Davidge a district library constituent from Scio Township and I want to thank you because I could hear better tonight than I've ever heard in one of these meetings. You must be using those mics really, really well. Thank you.

15-060 XIII. ADJOURNMENT

Trustee Leary, supported by Treasurer Head, moved to adjourn the meeting.

President Barney Newman adjourned the meeting at 7:54 p.m.

I hereby certify that the foregoing is a true and complete copy of the minutes adopted by the Board of Trustees of the Ann Arbor District Library, County of Washtenaw, State of Michigan, at a regular meeting held on March 16, 2015 and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, as amended, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Nancy Kaplan, Secretar

BOARD OF TRUSTEES OF ANN ARBOR DISTRICT LIBRARY RESOLUTION 15-056

RESOLUTION TO INCREASE CAPITAL OUTLAYS BUDGET FOR RENOVATION OF THE FORMER FAADL SPACE AT THE DOWNTOWN LIBRARY

Minutes of a regular meeting of the Board of Trustees of the Ann Arbor District Library, County of Washtenaw, Michigan, held in the City of Ann Arbor, on the 16th day of March, 2015 at 7:01 p.m.

PRESENT: Rebecca Head, Nancy Kaplan, Margaret Leary, Jan Barney Newman, Prue

Rosenthal, Ed Surovell

ABSENT: Jim Leija

The following resolution was offered by Trustee Leary, and supported by Treasurer Head:

THE BOARD RESOLVES:

- 1.) To increase the 2014-2015 budget line for Capital Outlays by \$110,000.00 for the renovation of the former FAADL space at the Downtown Library.
- 2.) That the \$110,000.00 increase for Capital Outlays be transferred from the Fund Balance.
- 3.) That all resolutions and parts of resolutions that conflict with the provisions of this resolution are rescinded.

A vote on the foregoing resolution was taken and was as follows:

AYES: Rebecca Head, Nancy Kaplan, Margaret Leary, Jan Barney Newman, Prue

Rosenthal, Ed Surovell

NAYS: None

RESOLUTION DECLARED ADOPTED.

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of Trustees of the Ann Arbor District Library, County of Washtenaw, State of Michigan, at a Regular Board Meeting held on March 16, 2015 and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, as amended, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

BOARD OF TRUSTEES OF ANN ARBOR DISTRICT LIBRARY RESOLUTION 15-057

RESOLUTION OF THANKS TO DIANE DAHLEM UPON HER RETIREMENT

Minutes of the regular meeting of the Board of Trustees of the Ann Arbor District Library, County of Washtenaw, Michigan, held in the City of Ann Arbor, on the 16th day of March, 2015 at 7:01 p.m.

PRESENT: Rebecca Head, Nancy Kaplan, Margaret Leary, Jan Barney Newman, Ed

Surovell

ABSENT: Jim Leija, Prue Rosenthal

The following resolution was offered by Treasurer Head, and supported by Trustee Leary:

THE BOARD RESOLVES:

- 1.) That it would like to officially thank Diane Dahlem for her service as an employee from October 23, 2001 to March 31, 2015 of the Ann Arbor District Library.
- 2.) That all resolutions and parts of resolutions that conflict with the provisions of this resolution are rescinded.

A vote on the foregoing resolution was taken and was as follows:

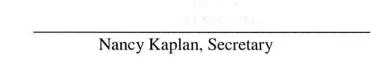
AYES: Rebecca Head, Nancy Kaplan, Margaret Leary, Jan Barney Newman, Ed

Surovell

NAYS: None

RESOLUTION DECLARED ADOPTED.

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of Trustees of the Ann Arbor District Library, County of Washtenaw, State of Michigan, at a Regular Board Meeting held on March 16, 2015 and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, as amended, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.



ANN ARBOR DISTRICT LIBRARY BOARD 343 S. FIFTH AVENUE, ANN ARBOR, MI MINUTES OF THE BOARD RETREAT MONDAY, MARCH 23, 2015

15-061 I. CALL TO ORDER

President Barney Newman called the meeting to order at 6:00 p.m.

15-062 II. ATTENDANCE

Board Present: Rebecca Head, Nancy Kaplan, Margaret Leary, Jim Leija, Jan Barney Newman, Prue Rosenthal, Ed Surovell

Absent: None

Staff: Bruce Hadler, Eli Neiburger, Josie Parker, Karen Wilson

(recorder)

Others: Al McWillams, Quack! Media

15-063 III. APPROVAL OF AGENDA

(Item of action)

Trustee Kaplan, supported by Trustee Head, moved to approve the agenda.

AYES: Head, Kaplan, Leary, Leija, Barney Newman, Rosenthal,

Surovell

NAYS: None

Motion passed 7-0.

15-064 IV. WELCOME AND OVERVIEW

Director Parker introduced the following staff members present: Kelsey Cauley, Graham Lewis, Tim Grimes, Terry Soave, Sherlonya Turner, Steve Teeri and Anne Drozd.

Al McWillams, Quack! Media was introduced to the Board.

Trustee Head noted the Communications Committee has discussed the strategic plan that staff is working on. The focus of the Communications Committee has been to develop a communication process for the Board.

Director Parker stated that tonight's meeting will focus on basic

ANN ARBOR DISTRICT LIBRARY BOARD PROPOSED MINUTES OF THE BOARD RETREAT MONDAY, MARCH 23, 2015

communication practices and to help the Board outline a communication strategy.

15-065 V. CITIZENS' COMMENTS

There were no citizens' comments.

15-066 VI. <u>BOARD COMMUNICATIONS WORKSHOP</u>

Al McWilliams distributed to the Board a Communication Workshop Reference packet and reviewed the packet topics.

Basic public and internal communication practices were discussed including email and written correspondence, social media, public speaking, public relations and use of the Internet.

Mr. McWilliams discussed strategic communication concepts with the Board on what message is needed, who the audience is and how to communicate with them.

15-067 VII. <u>CITIZENS' COMMENTS</u>

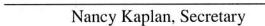
There were no citizens' comments.

15-068 VIII. <u>ADJOURNMENT</u>

Trustee Kaplan, supported by Trustee Head, moved to adjourn the meeting.

President Barney Newman adjourned the meeting at 8:38 p.m.

I hereby certify that the foregoing is a true and complete copy of the minutes adopted by the Board of Trustees of the Ann Arbor District Library, County of Washtenaw, State of Michigan, at the board retreat held on March 23, 2015 and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, as amended, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.



Ann Arbor District Library Financial Summary for March 2015

Cash:

The unrestricted cash balance as of March 31, 2015 was \$7,734,968 down from \$12,245,369 in February.

Tax Receipts:

The Library has received tax receipts totaling \$11,503,512, 98.6% of the budgeted amount, as of March 31.

Budget vs. Actual:

The Library showed an operating surplus of \$463,344 through March 31. This gives the Library a positive fund balance of \$8,115,055 as of March 31, down from \$8,358,481 at the end of February.

Year-to-Date Revenue (Budget vs. Actual):

Tax, penal fine and state aid revenues are being recognized monthly at the monthly budgeted amount. These line items will be reconciled with actual receipts during year-end close.

Year-to-Date Expenditures (Budget vs. Actual):

The following operating expense line items are over budget through March.

<u>Purchased Services</u> – Architectural fees and temporary staffing costs adversely affected March YTD compared to budget.

<u>Communications</u> – The annual payment for internet connectivity paid in August adversely affected March YTD compared to budget.

<u>Software</u> – The annual payment for the library automation system paid in August as well as annual technical support contracts paid in January adversely affected March YTD compared to budget.

<u>Building Rental</u> – The annual payment for common area maintenance charges adversely affected March YTD compared to budget.

Other Operating Expenditures – Annual association dues paid in July adversely affected March YTD compared to budget.

ANN ARBOR DISTRICT LIBRARY Operating For the Nine Months Ending March 31, 2015

	Actual	March Budget	Variance	Actual	YTD Budget	Variance
Revenue						
Tax Collections - Operating	\$969,750	\$969,750		\$8,727,750	\$8,727,750	
State Aid	6,667	6,667		60,003	60,000	3
Penal Fines	18,750	18,750		168,750	168,750	
Interest	26,928	8,333	18,595	137,825	75,000	62,825
Copiers	3,044	2,500	544	23,087	22,500	587
Grants/Memorials	1,616	7,500	(5,884)	53,746	67,500	(13,754)
Library Fines & Fees	31,384	31,667	(283)	261,963	285,000	(23,037)
Non-Resident Fees	1,425	1,250	175	12,811	11,250	1,561
Fund Bal./Restricted Funds	077 (27 (17 (17 (17 (17 (17 (17 (17 (17 (17 (1	110,917	(110,917)	100000000000000000000000000000000000000	812,371	(812,371)
Total Revenue	\$1,059,564	\$1,157,334	(\$97,770)	\$9,445,935	\$10,230,121	(\$784,186)
F						
Expenditures	470.000	407.000	(40.407)	4.044.500	4 470 000	(004 440)
Salaries & Wages	479,226	497,333	(18,107)	4,241,560	4,476,000	(234,440)
Employee Benefits	115,413	135,250	(19,837)	1,103,611	1,217,250	(113,639)
Employment Taxes	35,710	38,083	(2,373)	315,749	342,750	(27,001)
Total Employment Cost	\$630,349	\$670,666	(\$40,317)	\$5,660,920	\$6,036,000	(\$375,080)
Custodial and Electrical	\$13,243	\$16,668	(\$3,425)	\$129,961	\$150,000	(\$20,039)
Accounting/Audit	1,000	1,000		8,280	9,000	(720)
Legal	9,560	8,000	1,560	63,946	72,000	(8,054)
Purchased Services	9,208	12,000	(2,792)	123,007	108,000	15,007
Utilities	36,652	37,333	(681)	298,875	336,000	(37,125)
Property Insurance	7,405	7,500	(95)	64,371	67,500	(3,129)
Communications	10,697	15,000	(4.303)	143,645	135,000	8,645
Materials	106,489	145,833	(39,344)	1,245,206	1,312,499	(67,293)
Software Licenses/Maintenanc	2,406	12,500	(10,094)	145,453	112,500	32,953
Building Rental	21,737	12,917	8,820	116,764	116,250	514
Seminars/Conferences/Travel	398	2,333	(1,935)	7,127	21,000	(13,873)
Copier Expense	4.687	3,750	937	22,360	33,750	(11,390)
Library Programming	39,614	26,667	12.947	245,364	290,001	(44,637)
Grants/Memorials	5,169	7,500	(2,331)	53,317	67,500	(14,183)
Supplies	14,387	15,417	(1,030)	125,055	138,750	(13,695)
Repairs and Maintenance	20,180	26,000	(5,820)	187,564	234,000	(46,436)
Postage	5,283	2,917	2,366	17,325	26,250	(8,925)
Lcards/Circ Cards	448	5,500	(5,052)	11,488	49,500	(38,012)
Other Operating Expenditures	1,717	2,000	(283)	19,139	18,000	1,139
Total Operating Expense	\$310,280	\$360,835	(\$50,555)	\$3,028,247	\$3,297,500	(\$269,253)
Capital Outlays	\$7,805	\$125,833	(\$118,028)	\$293,424	\$896,621	(\$603,197)
Total Expenditures	\$948,434	\$1,157,334	(\$208,900)	\$8,982,591	\$10,230,121	(\$1,247,530)
Net	\$111,130		\$111,130	\$463,344		\$463,344

Balance Sheet

ASSETS	As of 3/31/2015
Current Assets:	
Cash CASH-COMMERCIAL CHECKING CASH-PAYROLL HOLTREY FUND CASH-SAVINGS KENISTON FUND SHAFER FUND WESTERMAN FUND PETTY CASH WLBPD ACCOUNT PRICE FUND ICS Money Market	(\$35,628.40) 7,090.73 332,619.62 4,086,160.49 30,398.35 10,487.44 29,264.91 2,450.00 37,273.89 21,145.02 2,002,850.84
Total Cash Investments	\$6,524,112.89
BANK OF ANN ARBOR INVESTMENT	\$3,464,399.87
UNITED BANK AND TRUST INVESTMENT	1,961,184.88
Total Investments Accounts Receivable	\$5,425,584.75
ACCOUNTS RECEIVABLE	\$206,817.34
Total Accounts Receivable Property Taxes Receivable	\$206,817.34
Total Property Taxes Receivable Prepaid Expenses	\$0.00
PRE-PAID INSURANCE	\$84,941.92
Total Prepaid Expenses	\$84,941.92
Total Current Assets <u>Capital Assets:</u>	\$12,241,456.90
BUILDINGS	\$26,027,639.00
LAND	2,108,182.82
AUDIO VISUAL EQUIPMENT	541,835.00
COMMUNICATIONS EQUIPMENT	431,035.00
BUSINESS MACHINES	145,532.00
COMPUTER EQUIPMENT	1,361,944.33
MACHINERY & TOOLS	42,068.00
APPLIANCES & ACCESSORIES	40,760.00
FURNITURE & FIXTURES	1,261,083.00 108,889.00
VEHICLES	
Total Capital Assets Amount Provided for Long-Term Debt:	\$32,068,968.15
LONG TERM SICK	\$28,025.46
LONG TERM VACATION	201,926.00
Total Provided for Long-Term Debt	229,951.46
TOTAL ASSETS	\$44,540,376.51

Ann Arbor District Library Balance Sheet

LIABILITIES AND FUND EQUITY

0 11111111	
Current Liabilities: ACCOUNTS PAYABLE	\$48,048.82
ACCRUED ACCOUNTS PAYABLE	8,100.00
ACCRUED PAYROLL	310,317.79
FEDERAL/STATE WITHHOLDING	(222.40)
EE 403(b) deduction / EE Miors Pmt	1,490.67
ER 403(b) Contribution	67.61
ACCRUED LIABILITY-VACATION S/T	86,539.71
ACCROED EINDIETT STACKTION OF	
Total Current Liabilities	\$454,342.20
Long-Term Liabilities:	
ACCRUED LIABILITY-SICK PAY	\$28,025.46
ACCRUED LIABILITY-VACATION L/T	201,926.00
Total Long-Term Liabilities	229,951.46
Fund Equity:	
INVESTMENT-GEN FIXED ASSETS	\$32,068,968.15
Fund Balance:	
RESERVE-ENCUMBRANCES	\$430,810.60
DEFERRED REVENUE - PROPERTY TAX	2,777,904.69
FUND BALANCE - UNDESIGNATED	8,115,055.27
EXCESS REVENUE (SPENDING)	463,344.14
Total Fund Balance	\$11,787,114.70
Total Fund Equity	\$43,856,082.85
TOTAL LIABILITIES AND FUND EQUITY	\$44,540,376.51

System: 6 4/15/2015 9:15:58 AM User Date: 4/15/2015

Ann Arbor District Library VENDOR CHECK REGISTER REPORT Payables Management

Page: 1 User ID: HADLERB

To: From: Ranges: From: To: 3/31/2015 Check Date 3/1/2015 Last Check Number First Checkbook ID First Last Vendor ID First Last Last Vendor Name First

Sorted By: Vendor Name

* Voided Checks						
Check Number	Vendor ID	Vendor Check Name	Check Date	Checkbook ID	Audit Trail Code	Amount
049726	AGRSER	A GROWING SERVICE LLC	3/2/2015	CHECK	PMCHK00001719	\$340.00
049869	AGRSER	A GROWING SERVICE LLC	3/31/2015	CHECK	PMCHK00001730	\$340.00
049768	AFSMITH	A.F. SMITH ELECTRIC, INC. AFTERNOON DELIGHT AFTERNOON DELIGHT	3/4/2015	CHECK	PMCHK00001720	\$1,713.85
049803	AFTDEL	AFTERNOON DELIGHT	3/16/2015	CHECK	PMCHK00001724	\$144.00
049863	AFTDEL	AFTERNOON DELIGHT	3/20/2015	CHECK	PMCHK00001729	\$185.20
049757	SFSTRO	ALLIED-EAGLE SUPPLY, INC.	3/4/2015	CHECK	PMCHK00001720	\$161.68
049907	SFSTRO	ALLIED-EAGLE SUPPLY, INC. ALLIED-EAGLE SUPPLY, INC.	3/31/2015	CHECK	PMCHK00001730	\$540.47
049870	ALLSWA	ALLISON SWAN	3/31/2015	CHECK	PMCHK00001730	\$150.00
049775	AMASCH	AMANDA SCHOTT	3/11/2015	CHECK	PMCHK00001723	\$18.52 \$54,585.29 \$540.08
049804	AMEX	AMERICAN EXPRESS	3/16/2015	CHECK	PMCHK00001724	\$54,585.29
049871	AMEINT2	AMERICAN INTERIORS	3/31/2015	CHECK	PMCHK00001730	\$540.08
049833	ANDADA	ALLISON SWAN AMANDA SCHOTT AMERICAN EXPRESS AMERICAN INTERIORS ANDRE ADAIR	3/17/2015	CHECK	PMCHK00001725	
049776	ANNARB	ANN ARBUR UBSERVER	3/11/2/113	CHECK	PMCHK00001723	\$1,683.90
049777	APPLE	APPLE, INC.	3/11/2015	CHECK	PMCHK00001723	
049769	APPCOM	APPLECOMPUTER, INC.	3/4/2015	CHECK	PMCHK00001720	\$8,050.69
049834	APPIMA	APPLIED IMAGING	3/17/2015	CHECK	PMCHK00001720 PMCHK00001725	\$64.82
049770	ARBSPR	APPLE, INC. APPLECOMPUTER, INC. APPLIED IMAGING ARBOR SPRING WATER CO.	3/4/2015	CHECK	PMCHK00001720	\$48.00
049872	ARMCLE	ARMEN CLEANERS	3/31/2015	CHECK	PMCHK00001730	\$113.55
049805	BARNOB1	BARNES & NOBLE INC.	3/16/2015		PMCHK00001724	\$287.58
049778	BARRON	BARRON'S	3/11/2015		PMCHK00001723	\$199.00
049771	BATPLU	ARMEN CLEANERS BARNES & NOBLE INC. BARRON'S BATTERIES PLUS	3/4/2015	CHECK	PMCHK00001720	\$63.95
049873	BEADEL	BEAU DELOACH BETH BATTEY BETH MANUEL BETSY BECKERMAN	3/31/2015	CHECK	PMCHK00001730	
049806	BETBAT	BETH BATTEY	3/16/2015	CHECK	PMCHK00001730 PMCHK00001724	\$180.00
049779	BETMAN	BETH MANUEL	3/11/2015	CHECK	PMCHK00001723	\$43.26
049874	BETBEC	BETSY BECKERMAN	3/31/2015	CHECK	PMCHK00001730	\$250.00
049780	BLAAUD	BLACKSTONE AUDIO BOOKS	3/11/2015	CHECK	PMCHK00001723	\$76.00
049835	BLUCRO	BLUE CROSS BLUE SHIELD OF MIC			PMCHK00001725	\$7,282.45
049807	BP				PMCHK00001724	\$222.20
049808	BREWER	BP BREWER'S	3/16/2015		PMCHK00001724	\$302.96
049772	BRIAUD	BRILLIANCE PUBLISHING, INC.	3/4/2015		PMCHK00001720	\$284.70
049809	BRUCON	BRUCE CONFORTH	3/16/2015	CHECK	PMCHK00001724	\$100.00
049875	BUSVAL	BRUCE CONFORTH BUSCH'S, INC.	3/31/2015	CHECK	PMCHK00001730	\$181.75
049730	BUSCAR	BUSINESS CARD	3/4/2015	CHECK	PMCHK00001720	\$12,670.79
049731	CAMINN	CAMPUS INN	3/4/2015	CHECK	PMCHK00001720	\$488.53
049843	CANPUB	CANTON PUBLIC LIBRARY	3/19/2015	CHECK	PMCHK00001728	\$33.99
049732	CARBRO	CARPENTER BROS.	3/4/2015	CHECK	PMCHK00001720	\$7.99
049810	CHRHIL	CHRIS HILLIER	3/16/2015	CHECK	PMCHK00001724	\$100.00
049811	CINCOR	CHRIS HILLIER CINTAS CORPORATION	3/16/2015	CHECK	PMCHK00001724	\$100.00 \$1,933.46
049733	CITOF1	CITY OF ANN ARBOR TREASURER	3/4/2015	CHECK	PMCHK00001720	\$82.00
049781	COMCAS	COMCAST	3/11/2015	CHECK	PMCHK00001723	\$274.11
049812	COMCAS	COMCAST	3/16/2015	CHECK	PMCHK00001724	\$36.65
049877	COMCAS	COMCAST	3/31/2015	CHECK	PMCHK00001730	\$274.11
049734	COMALLW	COMPUTER ALLEY WEST	3/4/2015	CHECK	PMCHK00001720	\$557.71
049876	COMALLW	COMPUTER ALLEY WEST	3/31/2015	CHECK	PMCHK00001730	\$1,405.98
049735	CONBOC	CONTINENTAL BOOK COMPANY	3/4/2015	CHECK	PMCHK00001720	\$133.63
049782	DAVWOO	DAVID WOOTEN	3/11/2015	CHECK	PMCHK00001723	\$225.00
049813	DAWHEN	DAWN HENRY	3/16/2015	CHECK	PMCHK00001724	\$450.00
049736	DEMCO	DEMCO	3/4/2015	CHECK	PMCHK00001720	\$2,706.16
049840	DEMCO	DEMCO	3/18/2015	CHECK	PMCHK00001727	\$841.60
049814	DRELAT	DREW LATHIN	3/16/2015	CHECK	PMCHK00001724	\$100.00
049737	DTEENE	DTE ENERGY	3/4/2015	CHECK	PMCHK00001720	\$9,541.39
049878	DTEENE	DTE ENERGY	3/31/2015	CHECK	PMCHK00001730	\$17,869.56
049815	DYKGOS	DYKEMA GOSSETT	3/16/2015	CHECK	PMCHK00001724	\$2,108.40
049844	EASMIC	EASTERN MICHIGAN UNIVERSITY	3/19/2015	CHECK	PMCHK00001728	\$60.00
049864	EBSCO	EBSCO	3/20/2015	CHECK	PMCHK00001729	\$2,130.13
049816	EDIWOW	EDIBLE WOW	3/16/2015	CHECK	PMCHK00001724	\$112.00

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Ann Arbor District Library VENDOR CHECK REGISTER REPORT Payables Management Page: 2 17 User ID: HADLERB

Check Number		Vendor Check Name			Audit Trail Code	Amount
049880	ELILAW	ELITE LAWN & LANDSCAPE, INC.	3/31/2015	CHECK	PMCHK00001730	\$10,021.52
049879	ELIKOS	ELIZABETH KOSCHMANN	3/31/2015	CHECK	PMCHK00001730	\$100.00
049738	ELYAUR	ELIZABETH KOSCHMANN ELYSE AURBACH ELYSE AURBACH	3/4/2015	CHECK	PMCHK00001720	\$300.00
049817	ELYAUR	ELYSE AURBACH	3/16/2015	CHECK	PMCHK00001724	\$300.00
049845	ERGDES	ERGO DESKTOP	3/19/2015		PMCHK00001728	\$418.00
049818	ERIHEL	ERIN HELMRICH	3/16/2015		PMCHK00001724	\$66.34
		FASTSIGNS	3/31/2015		PMCHK00001730	\$2,920.00
049881	FASTSI	GALE/CENGAGE LEARNING, INC	3/4/2015	CHECK	PMCHK00001720	\$175.93
049760	THOGAL		3/31/2015		PMCHK00001720	\$555.76
049912	THOGAL	GALE/CENGAGE LEARNING, INC				\$100.00
049783	GARISTE	GARI STEIN GHOSTLY INTERNATIONAL	3/11/2015		PMCHK00001723	
049774	GHOSTLY	GHOSTLY INTERNATIONAL	3/10/2015		PMCHK00001722	\$7,000.00
049802	GHOSTLY		3/11/2015		PMCHK00001723	\$7,000.00
049766	WWGRAI		3/4/2015		PMCHK00001720	\$24.77
049801	WWGRAI	GRAINGER	3/11/2015		PMCHK00001723	\$1,382.94
049837	WWGRAI	GRAINGER	3/17/2015		PMCHK00001725	\$721.44
049846	GRAVAL	GRAND VALLEY STATE UNIVERSITY			PMCHK00001728	\$53.56
049882	FIRMAR	GREEN ROAD ASSOCIATES, LLC	3/31/2015		PMCHK00001730	\$3,500.00
049865	HIGGRA	HIGHLANDER GRAPHICS	3/20/2015	CHECK	PMCHK00001729	\$2,150.00
049883	HOOHAT	HOOPER, HATHAWAY, PRICE, BEUCH	3/31/2015	CHECK	PMCHK00001730	\$7,452.00
049884	HUTPLU	HUTZEL PLUMBING AND HEATING	3/31/2015	CHECK	PMCHK00001730	\$3,660.00
049740	JANGHE	JANETTE GHEDOTTE	3/4/2015		PMCHK00001720	\$200.00
049885	JARVAN	JARED VAN ECK	3/31/2015		PMCHK00001730	\$400.00
		JOSIE PARKER	3/11/2015		PMCHK00001733	\$158.97
049784	JOSPAR					\$49.99
049847	KALPUB	KALAMAZOO PUBLIC LIBRARY	3/19/2015		PMCHK00001728	\$91.10
049886	KAPEAR	KAPLAN EARLY LEARNING CO.	3/31/2015		PMCHK00001730	
049820	KMODES	KAREN MOELLER DESIGN	3/16/2015		PMCHK00001724	\$2,526.25
049887	KATBRA	KATHY BRADY	3/31/2015		PMCHK00001730	\$100.00
049819	KELCAU	KELSEY CAULEY	3/16/2015		PMCHK00001724	\$23.26
049741	LAKLEA		3/4/2015		PMCHK00001720	\$45.98
049888	LARZIE	LARA ZIELIN	3/31/2015		PMCHK00001730	\$250.00
049742	LAURAY	LAURA RAYNOR	3/4/2015		PMCHK00001720	\$51.92
049889	LAURAY	LAURA RAYNOR	3/31/2015	CHECK	PMCHK00001730	\$88.50
049743	LEACEN	LEARNING CENTER	3/4/2015	CHECK	PMCHK00001720	\$249.00
049749	NEOPOS	MAIL FINANCE, INC/NEOPOST USA	3/4/2015	CHECK	PMCHK00001720	\$157.00
049727	MANPOW	MANPOWER	3/2/2015		PMCHK00001719	\$221.28
049785	MANPOW	MANPOWER	3/11/2015		PMCHK00001723	\$424.12
049821	MANPOW	MANPOWER	3/16/2015		PMCHK00001724	\$525.54
049890	MANPOW	MANPOWER	3/31/2015		PMCHK00001721	\$1,004.98
049744	MARYAN	MARGARET YANG	3/4/2015		PMCHK00001730	\$1,000.00
049892	MARYAN	MARGARET YANG	3/31/2015		PMCHK00001720	\$100.00
049822		MARTIN BANDYKE	3/16/2015	CHECK	PMCHK00001730	\$500.00
	MARBAN				PMCHK00001724 PMCHK00001730	\$400.00
049891	MARBAN	MARTIN BANDYKE	3/31/2015	CHECK		
049848	MASONDIS	MASON COUNTY DISTRICT LIBRARY	3/19/2015	CHECK	PMCHK00001728	\$15.00
049893	MASCOA	MASTERCRAFT COATINGS, INC.	3/31/2015	CHECK	PMCHK00001730	\$737.50
049773	MATRIX	MATRIX TRUST CO AttnTPA000320	3/5/2015	CHECK	PMCHK00001721	\$23,882.44
049849	MATRIX	MATRIX TRUST CO AttnTPA000320	3/19/2015	CHECK	PMCHK00001728	\$23,029.38
049894	MCNMCK	MCNAUGHTON-MCKAY	3/31/2015	CHECK	PMCHK00001730	\$124.79
049745	MASCOM	MEDCO SUPPLY COMPANY	3/4/2015	CHECK	PMCHK00001720	\$16.90
049823	MEP/DIS	MEP, INC/DISTRIBOOKS	3/16/2015	CHECK	PMCHK00001724	\$30.36
049895	METLIFE	METLIFE SBC	3/31/2015	CHECK	PMCHK00001730	\$6,809.43
049786	MICMUN3	MICHIGAN MUNICIPAL LEAGUE LIAB	3/11/2015	CHECK	PMCHK00001723	\$89,039.00
049824	MICOFF	MICHIGAN OFFICE SOLUTIONS	3/16/2015	CHECK	PMCHK00001724	\$1,895.00
049896	MICOFF	MICHIGAN OFFICE SOLUTIONS	3/31/2015	CHECK	PMCHK00001730	\$1,895.00
049897	MICPOW	MICHIGAN POWER RODDING		CHECK	PMCHK00001730	\$561.00
049746	MICPRI	MICHIGAN PRINTER SERVICE	3/4/2015	CHECK	PMCHK00001720	\$145.00
049747	MIDTAP	MIDWEST TAPE	3/4/2015	CHECK	PMCHK00001720	\$21,329.19
049850	MIDTAP	MIDWEST TAPE	3/19/2015	CHECK	PMCHK00001728	\$8,972.99
049868	AANEWS	MLIVE MEDIA GROUP	3/31/2015	CHECK	PMCHK00001720	\$1,728.00
			3/31/2015	CHECK	PMCHK00001730	\$100.00
049898	MONHIG	MONICA HIGMAN				
049748	MUNCOD	MUNICIPAL CODE CORPORATION		CHECK	PMCHK00001720	\$110.24
049825	NICWIL	NICHOLAS WILCOX	3/16/2015	CHECK	PMCHK00001724	\$1,600.00
049787	NICOWIL	NICOLE WILLIAMS	3/11/2015	CHECK	PMCHK00001723	\$19.50
049750	NUWAVE	NUWAVE AQUARIUMS	3/4/2015	CHECK	PMCHK00001720	\$226.00

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Ann Arbor District Library VENDOR CHECK REGISTER REPORT Payables Management

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Check Number	Vendor ID	Vendor Check Name	Check Date	Checkbook ID	Audit Trail Code	Amount
049899	NUWAVE	NUWAVE AQUARIUMS	3/31/2015	CHECK	PMCHK00001730	\$304.82
049788	ONEACON	O'NEAL CONSTRUCTION	3/11/2015		PMCHK00001723	\$750.18
049901	ONEACON	O'NEAL CONSTRUCTION	3/31/2015	CHECK	PMCHK00001730	\$550.67
049851	OAKUNI	OAKLAND UNIVERSITY LIBRARY	3/19/2015	CHECK	PMCHK00001728	\$90.00
049900	OCLINS				PMCHK00001730	\$3,793.42
049751	OFFDEP	OCLC, INC. OFFICE DEPOT, INC. OFFICE DEPOT, INC.	3/4/2015	CHECK	PMCHK00001720	\$1,302.07
049751	OFFDEP	OFFICE DEPOT, INC.	3/19/2015	CHECK	PMCHK00001728	\$191.26
049789	OXFUNI	OXFORD UNIVERSITY PRESS USA	3/11/2015	CHECK	PMCHK00001723	\$171.38
049709	PENGSPE	PENGUIN RANDOM HOUSE LLC"	3/31/2015	CHECK	PMCHK00001730	\$510.53
049753	RANHOU	PENGUIN RANDOM HOUSE, LLC	3/4/2015	CHECK	PMCHK00001720	\$382.50
049904	RANHOU	PENGUIN RANDOM HOUSE, LLC	3/31/2015	CHECK	PMCHK00001730	\$241.50
049853	PITCHA	PITTSFIELD CHARTER TOWNSHIP	3/19/2015	CHECK	PMCHK00001728	\$103.78
049752	PRITEC	PRINT TECH INC.	3/4/2015	CHECK	PMCHK00001720	\$2,239.84
049826	PRITEC	PRINT TECH INC.	3/16/2015	CHECK	PMCHK00001724	\$14,727.56
049866	QUACK!	QUACK!MEDIA	3/20/2015	CHECK	PMCHK00001729	\$343.75
049791	RNAOFAA	R.N.A. OF ANN ARBOR, INC.	3/11/2015	CHECK	PMCHK00001723	\$13,243.00
		RACHEL YANIKOGLU	3/11/2015	CHECK	PMCHK00001723	\$33.75
049790	RACYAN RACYAN	DACHEL VANIKOGEO		CHECK	PMCHK00001728	\$59.00
049854	RECBOO	RACHEL YANIKOGLU RECORDED BOOKS, INC.	3/4/2015	CHECK	PMCHK00001720	\$2,366.73
049754		RECORDED BOOKS, INC.	3/19/2015	CHECK	PMCHK00001728	\$544.37
049855	RECBOO	REGENT BOOK CO., INC.	3/19/2015	CHECK	PMCHK00001728	\$29.46
049856	REGBOO	REGENT BOOK CO., INC.	3/31/2015	CHECK	PMCHK00001720	\$900.00
049905	REHROB	REHMANN ROBSON ROB CROZIER	3/31/2015	CHECK	PMCHK00001734	\$400.00
049827	ROBCRO			CHECK	PMCHK00001724	\$578.60
049857	ROYLIM		3/19/2015		PMCHK00001726	\$6.99
049838	SAGVAL	SAGINAW VALLEY STATE UNIVERSIT		CHECK		\$500.00
049906	SARKEL	SARA MELTON KELLER	3/31/2015 3/4/2015	CHECK	PMCHK00001730 PMCHK00001720	\$948.00
049756	SCHSOU	[2] [2] [1] [2] [2] [2] [2] [2] [2] [2] [2] [2] [2				\$190.00
049792	SCHSEC	SCHILKE SECURITY	3/11/2015	CHECK	PMCHK00001723	\$620.27
049755	SCHELE	SCHINDLER ELEVATOR CORPORATION		CHECK	PMCHK00001720	\$192.07
049858	SELAUTO	SELECT AUTO SERVICE	3/19/2015	CHECK	PMCHK00001728	
049902	PACMEC	SHAMBAUGH & SON, L.P	3/31/2015	CHECK	PMCHK00001730	\$1,549.31
049908	SHEAUG	SHERLONYA TURNER	3/31/2015	CHECK	PMCHK00001730	\$45.59
049859	SOUPUB	SOUTHFIELD PUBLIC LIBRARY	3/19/2015	CHECK	PMCHK00001728	\$21.00
049793	SPRINT	SPRINT PCS	3/11/2015	CHECK	PMCHK00001723	\$412.91
049828	STAHAR	STADIUM HARDWARE	3/16/2015	CHECK	PMCHK00001724	\$60.91
049758	STAPLE	STAPLES ADVANTAGE	3/4/2015	CHECK	PMCHK00001720	\$45.58
049909	STEOSB	STEVE OSBURN	3/31/2015	CHECK	PMCHK00001730	\$50.00
049759	TANMED	TANTOR MEDIA	3/4/2015	CHECK	PMCHK00001720	\$510.88
049794	TDSMET	TDS METROCOM	3/11/2015	CHECK	PMCHK00001723	\$6,977.30
049910	THAELE	TEL SYSTEMS	3/31/2015	CHECK	PMCHK00001730	\$280.00
049911	THEANN	THE ANN MAGAZINE	3/31/2015	CHECK	PMCHK00001730	\$500.00
049860	TEACOM	THE GREAT COURSES	3/19/2015	CHECK	PMCHK00001728	\$2,818.05
049739	IMAGRO	THE IMAGE GROUP	3/4/2015	CHECK	PMCHK00001720	\$397.38
049761	TMGROU	THE TM GROUP INC	3/4/2015	CHECK	PMCHK00001720	\$170.00
049795	TIMGRI	TIM GRIMES	3/11/2015	CHECK	PMCHK00001723	\$36.21
049796	TOMSMI	TOM SMITH	3/11/2015	CHECK	PMCHK00001723	\$34.85
049767	ADTSEC	TYCO INTEGRATED SECURITY	3/4/2015	CHECK	PMCHK00001720	\$1,364.52
049830	UNIQMA	UNIQUE MANAGEMENT SERVICES, IN		CHECK	PMCHK00001724	\$1,154.55
049728	UNIPAR	UNITED PARCEL SERVICE	3/2/2015	CHECK	PMCHK00001719	\$77.45
049797	UNIPAR	UNITED PARCEL SERVICE	3/11/2015	CHECK	PMCHK00001723	\$91.03
049829	UNIPAR	UNITED PARCEL SERVICE	3/16/2015	CHECK	PMCHK00001724	\$65.76
049867	UNIPAR	UNITED PARCEL SERVICE	3/20/2015	CHECK	PMCHK00001729	\$71.89
049798	UNISTA	UNITED STATES POSTAL SERVICES	3/11/2015	CHECK	PMCHK00001723	\$5,000.00
049729	USTREAS	UNITED STATES TREASURY	3/2/2015	CHECK	PMCHK00001719	\$2,500.00
049836	UNUMPRO	UNUM LIFE INSURANCE	3/17/2015	CHECK	PMCHK00001725	\$2,015.33
049839	UNUMPRO	UNUM LIFE INSURANCE	3/18/2015	CHECK	PMCHK00001726	\$3,659.79
049841	UNUMPRO	UNUM LIFE INSURANCE	3/18/2015	CHECK	PMCHK00001727	\$1,041.15
049831	VERWIRC	VERIZON WIRELESS	3/16/2015	CHECK	PMCHK00001724	\$2,668.04
049913	VOSLIG	VOSS LIGHTING	3/31/2015	CHECK	PMCHK00001730	\$1,053.46
049762	WASLEG	WASHTENAW COUNTY LEGAL NEWS	3/4/2015	CHECK	PMCHK00001720	\$80.00
049799	WASHTR	WASHTENAW COUNTY TREASURER	3/11/2015	CHECK	PMCHK00001723	\$3,059.49
049861	WASHTR	WASHTENAW COUNTY TREASURER	3/19/2015	CHECK	PMCHK00001728	\$3,059.49
049763	WASMAN	WASTE MANAGEMENT OF MICHIGAN	3/4/2015	CHECK	PMCHK00001720	\$244.16

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Ann Arbor District Library VENDOR CHECK REGISTER REPORT Payables Management

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Check Number	Vendor ID	Vendor Check Name	Check Date	Checkbook ID	Audit Trail Code	Amount
049842	WESBLO	WEST BLOOMFIELD TWP PUBLIC I	LI 3/18/2015	CHECK	PMCHK00001727	\$15.76
049914	WESENT	WESTGATE ENTERPRISES, LLC	3/31/2015		PMCHK00001730	\$6,855.00
049764 049765	WHILAB WILAND	WHITLAM LABEL COMPANY, INC. WILLIAM ANDERSON	3/4/2015 3/4/2015	CHECK	PMCHK00001720 PMCHK00001720	\$1,766.30 \$386.25
049800	WORKLIFE	WORK LIFE RESOURCE CENTER	3/11/2015	CHECK	PMCHK00001723	\$148.50
049832	XEROX	XEROX CORPORATION	3/16/2015		PMCHK00001724	\$28.24
049862	YPSDIS	YPSILANTI DISTRICT LIBRARY	3/19/2015	CHECK	PMCHK00001728	\$9.99
049915	ZACGIA	ZACK GIALLONGO	3/31/2015		PMCHK00001730	\$100.00
Total Checks:	190			Total Am	ount of Checks:	\$459,261.80

April 3, 2015

<u>Transfer Funds from Employment Costs to Capital Outlay for Downtown</u> <u>Maintenance and Furnishings</u>

I. Problem Statement:

Administration is establishing a maintenance schedule for recurring needs such as painting and carpeting, and would like to begin this schedule of work on the interior of Downtown during the planned closure for the front entry construction. Completing these maintenance projects during the closure will reduce the disruption to the public.

II. Executive Summary:

Comparable bids have been considered and a contractor selected to replace carpeting on the 3rd Floor and in the Youth Department. In addition, a contractor has been selected to sand and repaint the public stair Downtown.

We also need to replace the computer furniture, and the public desk in the Youth Department. Both were installed 15 years ago at the time when the area was last re-carpeted. The laminate is breaking down and poses a danger to small children. It has been repaired beyond the point of repair.

We are taking this opportunity to switch the purposes of the FreeSpace and the Computer Lab to better utilize those areas. New furniture for the 3rd Floor computing area and a public desk unit for the 3rd Floor will be purchased.

III. Background:

The carpeting on the 3rd Floor was installed with the 1990 renovation/addition, and the carpeting in the Youth Department was installed in 2000. The stairway has not been sanded/painted in at least ten years. The computer furniture was custom and very state of the art for the time. It has done its job, but is unsafe and will be replaced with stock furniture designed for children's computing in public libraries.

The two rooms used for computer training, and FreeSpace will be recarpeted, painted and their furnishings switched to better meet the demands of both spaces. Due to the higher traffic on this floor, a public desk unit will be installed. The public desk was removed over a decade ago.

IV. Options:

- 1. Approve the transfer of funds and proceed with the planned work.
- 2. Deny the transfer of funds and delay the work.

V. Rationale:

The carpeting on the 3rd Floor is threadbare. The Youth Department carpeting is worn out due to heavy use including that of the wheels of strollers and wagons (with salt/ice during winter). Once these areas have been re-carpeted, all areas of the Downtown Library (except staff areas) will have been re-carpeted at least once since 2000. We will then begin budgeting for routine carpet replacement in the Downtown Library in the public and staff areas on an annual basis.

The main stairway is heavily used from the street level up to the 2nd Floor and down to the Lower Level. Those handrails are bare of a painted finish for much of the railings and are very difficult to keep clean. The entire stairway will be sanded, cleaned, and repainted the same color.

The custom computing desk and the public service desk are laminate and used "blue glue". The laminate is no longer repairable and is unsafe. We will replace the furniture with stock pieces that are designed for a children's room in a public library.

The FreeSpace is very much in demand, and the Computer Training room is much too big for its purpose, so the spaces will be switched to better meet the demands of both. Furnishings are needed to make this change, and a public desk unit will be added to this floor.

VI. Recommendation

Administration recommends that the Board approve the requested transfer of \$125,000 within the budget to cover the costs of the carpet replacement, stair maintenance, and furniture in the Downtown Library in fiscal year 2014/15.

Asserball, arms

PRESENT:

BOARD OF TRUSTEES OF ANN ARBOR DISTRICT LIBRARY RESOLUTION 15-085

RESOLUTION TO AMEND THE 2014-2015 BUDGET FOR DOWNTOWN LIBRARY MAINTENANCE AND FURNISHINGS

Minutes of the regular meeting of the Board of Trustees of the Ann Arbor District Library, County of Washtenaw, Michigan, held in the City of Ann Arbor, on the 20th day of April, 2015 at 5:30 p.m.

ABSE	ENT:
The fo	ollowing resolution was offered by, and supported by:
THE I	BOARD RESOLVES:
1.)	To increase the FY 2014-2015 Capital Outlays budget line by \$125,000 to cover costs for Downtown Library maintenance and furnishings including carpeting and replacement furniture.
2.)	That the \$125,000 increase for Capital Outlays be transferred from the FY 2014-2015 Employment budget line.
3.)	That all resolutions and parts of resolutions that conflict with the provisions of this resolution be rescinded.
A vote	e on the foregoing resolution was taken and was as follows:
AYES NAYS	
RESO	LUTION DECLARED ADOPTED.
	Nancy Kaplan, Secretary

Ann Arbor District Library Proposed Budget Fiscal Year 2015-2016

Revenues:

Tax Revenue - The tax revenue shown is the projected revenue at 1.74 mills with a 2% increase in the tax base.

All Other Revenue - Projections are based on the current years actual for each of these categories.

Expenses:

Salaries and Wages - This reflects current salaries plus a 3 percent merit increase for fulltime employees.

Positions Added:

Deputy Director, Senior HR Specialist, CFO, Facilities Manager

Archive Tech, Scheduling Tech, Production Tech, Software

Developer.

Positions Eliminated: Assoc. Director (Service/Collections), Assoc. Director Finance Assoc. Director IT, HR Manager, Secretary (CR), Circulation Manager, Staffing Coordinator.

Employee Benefits - This number includes the following:

- Costs for health, dental, vision, life and LTD insurances based on the employee's current family status.
- MPSERS employer contribution percentage of 25.78%.
- 403(b) employer contribution percentage of 10%
- Costs for worker's comp. insurance and state unemployment insurance.

Employment Taxes - This is the employer portion of FICA for the proposed salaries and wages.

Custodial - Includes janitorial service, carpet cleaning, window cleaning, etc. for all locations.

Accounting/Audit - The cost of the audit for next year.

Legal - The estimated costs for next year.

Purchased Services - Includes \$50,000 for network cataloging services, \$22,820 for Unique Management, \$31,000 for the payroll service and \$45,000 for consultants.

<u>Utilities</u> – This includes costs for utilities at all locations.

Property Insurance - This is the expense for all coverage at all locations.

Communications - This includes phone and internet charges.

<u>Materials</u> – This includes print and non-print material along with the necessary supplies needed to process the material.

<u>Software Licenses/Maintenance</u> – Includes costs for license and maintenance agreements for all existing software in the Library and any new packages that will be purchased in the upcoming year.

Building Rental - Includes costs for the West branch and archive locations.

<u>Seminars/Conferences/Training/Travel</u> – Includes costs for conferences, system wide training, departmental training and mileage reimbursement for local travel.

<u>Copier Expense</u> – Includes lease costs for the copiers and any paper charges related to copier usage.

<u>Library Programming</u> – Includes costs for all public programs (story times, etc.), including printing, advertising and public relations.

Grant and Memorial Expenses - This projected expense matches the projected revenue.

<u>Supplies</u> – This includes departmental, computer (\$90,000) and supplies for all facilities (\$80,000).

Repairs and Maintenance - This includes expected expenses for computers and facilities.

Postage - This includes postage and freight.

<u>Circulation Supplies</u> - This includes Lcards, book bags and circ cards for the system.

Other Operating Expenditures - This includes costs for membership dues, food, etc.

<u>Capital Outlays</u> – This includes a standard baseline (\$270,000) for replacement of computer equipment, carpeting, old furniture and building equipment. Funds for new shelving and furniture downtown (\$235,000), the renovation of both downtown elevators (\$110,000), a power generator at Mallet's Creek (\$50,000) and \$300,000 for an upgrade of the downtown CCTV Surveillance Camera System. All funds in this category will be spent on renovations and repair throughout the system.

17.7%

-100.0%

ANN ARBOR DISTRICT LIBRARY Statement of Revenues and Expenditures Proposed Projected **Proposed Operating Budget** 2014-2015 2015-2016 Variance Budget Actual Revenue: \$ 13,325,032.00 \$ 11,540,710.00 \$ 1,784,322.00 15.5% Tax Collections -6.7% (3,209.00)48,209.00 45,000.00 State Aid 0.0% 225,000.00 225,000.00 **Penal Fines** 0.0% 100,000.00 100,000.00 Interest -0.2% 30,000.00 30,063.00 (63.00)Copier Revenue 0.0% 90,000.00 90,000.00 **Grants and Memorials** -4.6% (15,868.50)330,000.00 345,868.50 Library Fines, Fees and Other -12.2% (2,079.00)17,079.00 15,000.00 Non Resident Fees 0.0% 735,000.00 735,000.00 Transfer from Fund Balance / Restricted Funds 20.2% \$ 14,895,032.00 \$ 12,396,929.50 \$ 2,498,102.50 **Total Revenues Expenditures:** 7.6% 427,496.50 5,643,499.50 6,070,996.00 Salaries and Wages 5.7% 83,851.00 1,482,297.00 1,566,148.00 **Employee Benefits** 10.6% 44,372.50 464,431.00 420,058.50 **Employment taxes** 7.4% 7,545,855.00 555,720.00 8,101,575.00 **Total Employment Costs** 2.8% 175,077.00 \$ 4,923.00 180,000.00 \$ Custodial 9.9% 1,080.00 10,920.00 12,000.00 Accounting / Audit 4.2% 4,000.00 100,000.00 96,000.00 **Legal Expense** -12.8% 170,698.50 (21,878.50)148,820.00 **Purchased Services** 14.4% 450,000.00 393,334.50 56,665.50 Utilities 5.3% 85,447.50 4,552.50 90,000.00 **Property Insurance** (8,956.50) -4.7% 180,000.00 188,956.50 Communications 34,000.00 1.9% 1,784,000.00 1,750,000.00 Materials -8.9% (14,570.50)164,570.50 150,000.00 Software Licenses / Maintenance 8.7% 142,539.00 12,461.00 155,000.00 **Building Rental** 154.6% 15,606.50 10,093.50 Seminars / Conference / Training / Travel 25,700.00 69.8% 45,000.00 26,509.50 18,490.50 **Copier Expense** 19.9% 370,000.00 308,625.00 61,375.00 **Library Programming** 24.6% 90,000.00 72,222.00 17,778.00 **Grants and Memorial Expenses** 33,698.00 20.3% 166,002.00 199,700.00 Supplies 24.3% 337,000.00 271,076.00 65,924.00 Repairs and Maintenance 93.8% 16,935.50 18,064.50 35,000.00 Postage 314.3% 52,040.00 68,600.00 16,560.00 Circulations Supplies 2.6% 26,800.00 26,133.00 667.00 Other Operating Expenditures 8.7% 4,447,620.00 \$ 4,092,829.00 354,791.00 **Total Operating Expenses** 1,325,837.00 130.0% 1,020,000.00 **Capital Outlays** 2,345,837.00

\$

Total Expenditures

Net

\$ 14,895,032.00 \$ 12,658,684.00 \$ 2,236,348.00

\$ (261,754.50) \$ 261,754.50

Software <u>Maint.</u>	•	•							150,000	ř		•			150,000	
Materials	•		•				•	•	1,784,000			ří.	·		1,784,000	
Communi- cations	•	•	•	£	ı	•	î		180,000	ï	1	6	1		180,000	=======================================
Property Insurance	E		,	E	ø	•	*	•		000'06	•	ī			90,000	:: :: :: ::
Utilities	75,000	000'09	75,000	18,000	•			•		•	210,000	12,000			450,000	II II II
Purchased <u>Services</u>	٠			•		•	22,820		50,000	31,000		45,000			148,820	II II II
Legal	•	٠	•	•	9	•	ï	•		1	1	100,000		: : : :	100,000	
Audit	٠	9	6			e	•		*	12,000	٠		9		12,000	
Custodial and Electrical		9	. 8	2	•					,	180,000	٠	,		180,000	
<u>lica</u>										464,431					464,431	
Benefits/	•	•	٠	•	•	•	•	•	•	1,566,148	٠	•			1,566,148	" " "
Wages	•	•	×	•	•	270,626	809,474	15,000	24,510		110,123	,		:	1,229,733	11
Salaries	3	•			251,416	1,181,844	632,686	394,938	1,418,434	389,589	376,515	195,841	•		4,841,263	
	Traverwood	Malletts Creek	Pittsfield	West	0 & NS	YASC	Circulation	Community Relations	Information Access	Finance & HR	Facilities/Security	Administration	Board		TOTAL	

Ann Arbor District Library 2015-2016 Budget

	Building Rental	Seminars/ Conf./ Travel	Copier	Library	Grant and Memorial Expense	Supplies	Repair and Maint.	Postage	Lcards/ Circ Cards	Other Operating Exp.	Capital	Total
												A CONTRACTOR CONTRACTOR
Traverwood	•	1	•	1	1	a		ř	•	•		75,000
Malletts Creek		·	•		r		•	ř				000'09
Pittsfield	•	9	o	•	¥	9		ï	٠	٠	ï	75,000
West	110,000	ï	×	٠	r			•	•	٠	•	128,000
SN & O	•	006		•	i i	8,200	•	ï			ř	260,516
YASC		006			**	8,000	٠	e		4,450	•	1,465,820
Circulation	•	200	(2	•	ä	5,000	1,000	1	68,600	7,250	ı	1,547,330
Community Relations	•	2,000		370,000	90,000	3,500	1,000	e		100	•	876,538
Information Access		1,000	40,000	•	9	90,000	20,000	*		•	120,000	3,877,944
Finance & HR	•	20,000		•	ε	2,000	•	·	•	7,000	•	2,582,168
Facilities/Security		200	5,000	٠	3	80,000	315,000	35,000	•	1,000	2,225,837	3,538,675
Administration	45,000	200	٠	•	к	3,000	٠		•	5,000	•	406,041
Board	•	ä	•	•	*	•	•	*	,	2,000	•	2,000
	:				:	: : : :	: : : :				:	:
TOTAL	155,000 25,700	25,700	45,000	370,000	90,000	199,700	337,000	35,000	68,600	26,800	2,345,837	14,895,032
	11 11		 	11 11	11 11	11 11 11	11 11	H H H H	11 11 11	H H H H	11 11 11	

Ann Arbor District Library 2015-2016 Budget

SPACE USE AGREEMENT

This Space Use Agreement ("Agreement") is entered into this 18th day of May, 2009, between the ANN ARBOR DISTRICT LIBRARY, a Michigan district library and public body corporate ("Library") and the FRIENDS OF THE ANN ARBOR DISTRICT LIBRARY, a Michigan nonprofit corporation ("FAADL").

RECITALS

- A. The Library is organized as a district library pursuant to the Michigan District Library Establishment Act, MCL 397.171 *et seq.*, and operates the Main Library located at 343 S. Fifth Street, Ann Arbor, Michigan ("Main Library") in addition to multiple branch Library locations within its library district.
- B. The FAADL was organized as a Michigan nonprofit corporation effective May 22, 1953, and is recognized by the Internal Revenue Service as an organization exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code. The FAADL is not owned, operated, or legally related to the Library.
- C. Pursuant to its corporate charter, the FAADL engages in sales of books for fundraising purposes and for the benefit of the Library. Book sales are conducted in space designated by the Library within the Main Library and branch Library locations consistent with the terms and conditions of an Interim Use Agreement dated November 24, 2006, between the Library and the FAADL.
- D. By execution of this Agreement, the Library and FAADL intend to terminate the Interim Use Agreement and provide for use of space by the FAADL for the purposes stated above under the terms and conditions provided in this Agreement.

AGREEMENT

I. <u>Designation and Use of Premises</u>.

Agreement space located in the basement of the Main Library building as designated on the floor plan attached to, and incorporated in, this Agreement as Exhibit A, and space in the branch Library locations as determined by the Library to be available and appropriate to FAADL book sales (the "Premises"). The Library may designate alternative space for FAADL book sales in the Main Library and branch Library locations upon reasonable notice. The FAADL may access the Premises only during hours that the Main Library and branch Library locations are open to the public and will comply with Library policies as to entry procedures and security. The Library retains all property rights and interests in and to the Premises. The Premises will not include access to any telephone or internet lines of the Library. The FAADL will maintain at its own expense a telephone line, telephone number, internet line and internet website for its operations that are separate from those of the Library.

- 1.2 <u>Permitted Uses</u>. The FAADL may use the Premises for book sales and activities integral to such sales during hours that the Library is open to the public. The FAADL will bear full legal responsibility for any and all of its operations on the Premises.
- 1.3 <u>Obligation to Maintain Premises Free from Hazards</u>. The FAADL will keep the Premises in a neat, orderly condition and free from hazards at all times. In particular, entrances to and passageways through the Premises will be maintained free of obstacles or debris that could impede emergency access to, and egress from, the area.
- 1.4 <u>No Alterations or Signage</u>. The FAADL may not alter the Premises or place signs on or in the Premises unless approved by the Library.
- 1.5 Compliance; Security; Nondiscrimination. In the use of the Premises, FAADL will comply with all laws, codes, and regulations, including requirements of state and local fire safety codes or ordinances applicable to the Premises, state and federal requirements under the Americans With Disabilities Act and other laws that address nondiscrimination and access to public facilities, and compliance with all applicable policies and procedures of the Library with respect to use of the Premises. Specifically, FAADL employees, volunteers and agents ("FAADL Agents") will comply with all Library policies and procedures for security and safety, including compliance with fire drills and emergency evacuation procedures. FAADL Agents will not bring items, materials or substances onto Library premises that are prohibited under Library policies. The Library will provide FAADL with copies of pertinent policies and procedures relevant to this Agreement. In the use of the Premises, the FAADL will not discriminate against any person because of race, color, religion, national origin, ancestry, age, sex, sexual orientation, height, weight, marital status, veteran status, physical or mental disability, or other factors prohibited by applicable law.
- 1.6 <u>Name Badges</u>. FAADL Agents will wear name badges on the Premises that include the name of the individual and the FAADL. FAADL Agents will not hold themselves out as agents or employees of the Library.
- Library Right of Access. Library will have the right to enter the Premises at any time for any purpose, including to inspect the Premises or for the purpose of making repairs, additions, or alterations. If the Library determines that repairs or maintenance activities are reasonably likely to disrupt FAADL's use of the Premises, Library will provide three (3) days advance notice of such repairs or maintenance. Advance notice to FAADL will not be required for an emergency repairs or maintenance determined by Library to be necessary for safe use of the Premises or the Library building as a whole. If Library observes, in its reasonable judgment, any unsafe practices or operations by FAADL or noncompliance with applicable laws or Library policies, Library will notify FAADL within twenty-four (24) hours. FAADL will investigate the practices or operations identified in the notice within twenty-four (24) hours and will either (i) notify Library that all practices and operations are in compliance, including the reasons for such conclusions; or (ii) notify Library of any corrective action to be taken by FAADL and the timeframe for completing the correction.

2. OTHER OBLIGATIONS OF FAADL.

- 2.1 <u>Operational Issues</u>. The FAADL agrees that, as of the date of execution of this Agreement and for the entire term this Agreement remains in effect, it will:
- (a) Be a Michigan nonprofit corporation in good standing and recognized as exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended;
 - (b) Hold a current Michigan Charitable Solicitations License;
- (c) Have in effect policies and procedures for handling cash and other donations;
- (d) Appoint or elect a full slate of directors and officers and promptly fill any vacancies in such positions;
- (e) Obtain audited financial statements for each fiscal year ended during the term of this Agreement, including an auditor opinion that the financial statements fairly represent, in all material respects, the financial position of the FAADL and the changes in net assets and cash flows for the year then ended, in conformity with accounting principles generally accepted in the United States of America; and
- (f) Timely file its IRS Form 990 and post that, the IRS exempt organization determination letter, and its audited financial statements on its website for public disclosure and inspection purposes.
- 2.2 <u>Sales Taxes on Book Sales; Liens</u>. FAADL will be solely responsible for determining the amount of sales tax due on book sales on the Premises, any exemptions from sales tax that may apply to such sales, and for compliance with any and all applicable sales tax or other tax laws pertinent to its operations. If sales taxes are due to taxing authorities for book sales by FAADL on the Premises, the FAADL will be solely responsible for remitting any sales tax collected to applicable taxing authorities. FAADL will keep any property located on the Premises free of liens and encumbrances including any state or federal tax liens.
- 2.3 <u>Insurance</u>. During the term of this Agreement, the FAADL will maintain in effect a comprehensive general liability insurance policy that names the Library as an additional insured.

3. OBLIGATIONS OF AADL.

3.1 <u>Maintenance; Repair; Janitorial Services</u>. Library will maintain the Premises in good condition and repair. Library will be responsible for routine cleaning and janitorial services for the Premises, including basic trash disposal. Library is not responsible for disposal of unwanted books or other materials of the FAADL. The Library will arrange for, and incur the cost of, recycling services for books or other materials designated for recycling by the FAADL, unless such costs increase by more than 25% of the recycling costs being paid by the Library as

of the Effective Date. If the Library incurs or will incur recycling costs related to FAADL materials in excess of the foregoing amounts, the FAADL will either reimburse the Library for such costs or, at the Library's request, make its own arrangements for recycling services. Library will not be responsible for loss of items or property of FAADL or FAADL Agents that are deposited in or near trash containers, stored on floors without proper labeling or that could, in the reasonable judgment of Library, be mistaken as refuse.

- 3.2 <u>Utilities</u>. Library will provide utilities for the Premises including electricity, heat and water. Utilities will not include telephone or internet lines or access, which will be the responsibility of FAADL as provided in Section 1.1.
- 3.3 <u>Insurance</u>. During the term of this Agreement, the Library will maintain in effect a comprehensive general liability insurance policy that names the FAADL as an additional insured.
- 3.4 <u>Library Point of Sale Service</u>. The Library will provide point of sale service, using Library personnel and at Library's cost, at all locations for sales of FAADL material available on bookcarts for purchase by the public. The Library will provide monthly reconciliation and reimbursement to FAADL for sales from bookcarts at the Main Library and branch Library locations.

4. TERM AND TERMINATION.

- 4.1 <u>Term.</u> This Agreement will become effective on the date shown on page one (the "Effective Date") and will remain in effect for a one (1) year term. The parties may renew this Agreement for successive one (1) year terms upon mutual written consent.
- 4.2 <u>Termination.</u> This Agreement may be terminated without cause by either party upon seven (7) days written notice of termination to the other party.
- 4.3 Additional Remedies for Material Breach. Upon a material breach of this Agreement by the FAADL, as determined in the sole discretion of the Library, the Library may suspend book sales by the FAADL on the Premises until such time that the breach is cured to the reasonable satisfaction of the Library or this Agreement is terminated. The Library's right to suspend book sales under this Section will be in addition any other rights or remedies the Library has under this Agreement, including termination. A material breach of this Agreement will include, without limitation, a material failure by the FAADL to comply with all operational requirements applicable to it under Section 2.1 of this Agreement.
- 4.4 <u>FAADL Obligations on Termination</u>. In the event this Agreement is terminated by either party, the FAADL will remove all books and other property from the Premises within thirty (30) days after the effective date of termination. Should the FAADL fail to do so, the Library may remove FAADL books and property and FAADL will reimburse the Library its reasonable and necessary costs.

5. GENERAL PROVISIONS.

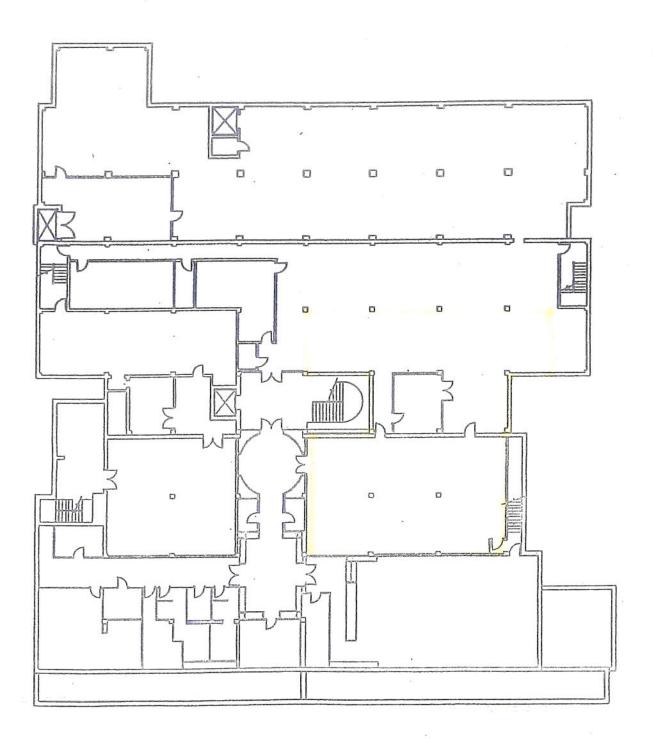
- 5.1 <u>Independent Contractors.</u> The parties acknowledge that FAADL is an independent contractor of Library. In no event will FAADL or any FAADL Agents be deemed a joint venture party, partner, employee, or agent of Library by virtue of this Agreement. Library will exercise no control over the manner or method by which FAADL conducts its operations on the Premises provided that FAADL's operations are in compliance with this Agreement.
- 5.2 <u>Entire Agreement</u>. This Agreement supersedes any and all other agreements related to use of the Premises, either oral or written, between the parties hereto and contains all the covenants and agreements between the parties with respect to its subject matter.
- 5.3 <u>Amendments</u>. The terms of this Agreement may not be amended or modified except by a further written statement signed by the parties specifically referencing this Agreement.
- 5.4 <u>Governing Law</u>. This Agreement will be governed and construed in accordance with the laws of the State of Michigan.
- 5.5 <u>Books, Documents, and Records Availability</u>. FAADL will make its books and records available for inspection by Library if review of such books and records may be required, in the reasonable judgment of Library, to determine compliance with any terms or conditions herein. FAADL will make the requested books and records available for inspection by Library within ten (10) days of receipt of a request for access.
- 5.6 <u>Successors/Assigns</u>. This Agreement may not be assigned by a party hereto without the express written consent of the other party.
- 5.7 <u>No Third Party Beneficiaries</u>. There are no intended third party beneficiaries of this Agreement.
- 5.8 <u>Waiver or Rights</u>. The failure of a party to exercise its rights in the event of a breach of this Agreement will not constitute a waiver of any rights with respect to that or any subsequent breach.

In WITNESS WHEREOF, the parties hereto, or their duly authorized officers or agents, have executed, sealed, and delivered this Agreement intending to be legally bound.

ANN ARBOR DISTRICT LIBRARY, a Michigan district library and public body corporate

Ву:
Print Name: Rebecca Head
Title: President, AADL Board of Trustees
Date;
FRIENDS OF THE ANN ARBOR DISTRICT LIBRARY, a Michigan nonprofit corporation
Ву:
Print Name: Pat McDonald
Title: President, FAADL Board
Date

Space Use Agreement - Exhibit A Ann Arbor District Library Basement Location 343 South Fifth Avenue Ann Arbor, MI 48104





SPACE USE AGREEMENT

This Space Use Agreement ("Agreement") is entered into this 18th day of May, 2015, between the ANN ARBOR DISTRICT LIBRARY, a Michigan district library and public body corporate ("Library") and the FRIENDS OF THE ANN ARBOR DISTRICT LIBRARY, a Michigan nonprofit corporation ("FAADL").

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- C. Pursuant to its corporate charter, the FAADL engages in sales of books for fundraising purposes and for the benefit of the Library. Book sales are conducted in space designated by the Library within the Main Library and branch Library locations consistent with the terms and conditions of an Interim Use Agreement dated November 24, 2006, between the Library and the FAADL.
- D. By execution of this Agreement, the Library and FAADL intend to terminate the Interim Use Agreement and provide for use of space by the FAADL for the purposes stated above under the terms and conditions provided in this Agreement.

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- 1.4 <u>No Alterations or Signage</u>. The FAADL may not alter the Premises or place signs on or in the Premises unless approved by the Library.
- comply with all laws, codes, and regulations, including requirements of state and local fire safety codes or ordinances applicable to the Premises, state and federal requirements under the Americans With Disabilities Act and other laws that address nondiscrimination and access to public facilities, and compliance with all applicable policies and procedures of the Library with respect to use of the Premises. Specifically, FAADL employees, volunteers and agents ("FAADL Agents") will comply with all Library policies and procedures for security and safety, including compliance with fire drills and emergency evacuation procedures. FAADL Agents will not bring items, materials or substances onto Library premises that are prohibited under Library policies. The Library will provide FAADL with copies of pertinent policies and procedures relevant to this Agreement. In the use of the Premises, the FAADL will not discriminate against any person because of race, color, religion, national origin, ancestry, age, sex, sexual orientation, height, weight, marital status, veteran status, physical or mental disability, or other factors prohibited by applicable law.
- 1.6 <u>Name Badges</u>. FAADL Agents will wear name badges on the Premises that include the name of the individual and the FAADL. FAADL Agents will not hold themselves out as agents or employees of the Library.
- Library Right of Access. Library will have the right to enter the Premises at any time for any purpose, including to inspect the Premises or for the purpose of making repairs, additions, or alterations. If the Library determines that repairs or maintenance activities are reasonably likely to disrupt FAADL's use of the Premises, Library will provide three (3) days advance notice of such repairs or maintenance. Advance notice to FAADL will not be required for an emergency repairs or maintenance determined by Library to be necessary for safe use of the Premises or the Library building as a whole. If Library observes, in its reasonable judgment, any unsafe practices or operations by FAADL or noncompliance with applicable laws or Library policies, Library will notify FAADL within twenty-four (24) hours. FAADL will investigate the practices or operations identified in the notice within twenty-four (24) hours and will either (i) notify Library that all practices and operations are in compliance, including the reasons for such conclusions; or (ii) notify Library of any corrective action to be taken by FAADL and the timeframe for completing the correction.

2. OTHER OBLIGATIONS OF FAADL.

- 2.1 Operational Issues. The FAADL agrees that, as of the date of execution of this Agreement and for the entire term this Agreement remains in effect, it will:
- (a) Be a Michigan nonprofit corporation in good standing and recognized as exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended;
 - (b) Hold a current Michigan Charitable Solicitations License;
- (c) Have in effect policies and procedures for handling cash and other donations;
- (d) Appoint or elect a full slate of directors and officers and promptly fill any vacancies in such positions;
- (e) Commencing with the 2016-17 fiscal year and every third fiscal year thereafter, obtain audited financial statements for the fiscal year then ended, including an auditor opinion that the financial statements fairly represent, in all material respects, the financial position of the FAADL and the changes in net assets and cash flows for the year then ended, in conformity with accounting principles generally accepted in the United States of America;
- (f) For each fiscal year it does not obtain the audited financial statement provided in Section 2.1(e) above, have a review performed in accordance with accounting principles generally accepted in the United States of America; and
- (g) Timely file its IRS Form 990 and post that, the IRS exempt organization determination letter, and its audited financial statements on its website for public disclosure and inspection purposes.
- 2.2 <u>Sales Taxes on Book Sales; Liens.</u> FAADL will be solely responsible for determining the amount of sales tax due on book sales on the Premises, any exemptions from sales tax that may apply to such sales, and for compliance with any and all applicable sales tax or other tax laws pertinent to its operations. If sales taxes are due to taxing authorities for book sales by FAADL on the Premises, the FAADL will be solely responsible for remitting any sales tax collected to applicable taxing authorities. FAADL will keep any property located on the Premises free of liens and encumbrances including any state or federal tax liens.
- 2.3 <u>Insurance</u>. During the term of this Agreement, the FAADL will maintain in effect a comprehensive general liability insurance policy that names the Library as an additional insured.



OBLIGATIONS OF AADL.

- 3.1 Maintenance; Repair; Janitorial Services. Library will maintain the Premises in good condition and repair. Library will be responsible for routine cleaning and janitorial services for the Premises, including basic trash disposal. Library is not responsible for disposal of unwanted books or other materials of the FAADL. The Library will arrange for, and incur the cost of, recycling services for books or other materials designated for recycling by the FAADL, unless such costs increase by more than 25% of the recycling costs being paid by the Library as of the Effective Date. If the Library incurs or will incur recycling costs related to FAADL materials in excess of the foregoing amounts, the FAADL will either reimburse the Library for such costs or, at the Library's request, make its own arrangements for recycling services. Library will not be responsible for loss of items or property of FAADL or FAADL Agents that are deposited in or near trash containers, stored on floors without proper labeling or that could, in the reasonable judgment of Library, be mistaken as refuse.
- 3.2 <u>Utilities</u>. Library will provide utilities for the Premises including electricity, heat and water. Utilities will not include telephone or internet lines or access, which will be the responsibility of FAADL as provided in Section 1.1.
- 3.3 <u>Insurance</u>. During the term of this Agreement, the Library will maintain in effect a comprehensive general liability insurance policy that names the FAADL as an additional insured.
- 3.4 <u>Library Point of Sale Service</u>. The Library will provide point of sale service, using Library personnel and at Library's cost, at all locations for sales of FAADL material available on bookcarts for purchase by the public. The Library will provide monthly reconciliation and reimbursement to FAADL for sales from bookcarts at the Main Library and branch Library locations.

4. TERM AND TERMINATION.

- 4.1 <u>Term.</u> This Agreement will become effective on the date shown on page one (the "Effective Date") and will remain in effect for a one (1) year term. The parties may renew this Agreement for successive one (1) year terms upon mutual written consent.
- 4.2 <u>Termination.</u> This Agreement may be terminated without cause by either party upon seven (7) days written notice of termination to the other party.
- 4.3 Additional Remedies for Material Breach. Upon a material breach of this Agreement by the FAADL, as determined in the sole discretion of the Library, the Library may suspend book sales by the FAADL on the Premises until such time that the breach is cured to the reasonable satisfaction of the Library or this Agreement is terminated. The Library's right to suspend book sales under this Section will be in addition any other rights or remedies the Library has under this Agreement, including termination. A material breach of this Agreement

will include, without limitation, a material failure by the FAADL to comply with all operational requirements applicable to it under Section 2.1 of this Agreement.

4.4 <u>FAADL Obligations on Termination</u>. In the event this Agreement is terminated by either party, the FAADL will remove all books and other property from the Premises within thirty (30) days after the effective date of termination. Should the FAADL fail to do so, the Library may remove FAADL books and property and FAADL will reimburse the Library its reasonable and necessary costs.

GENERAL PROVISIONS.

- 5.1 <u>Independent Contractors.</u> The parties acknowledge that FAADL is an independent contractor of Library. In no event will FAADL or any FAADL Agents be deemed a joint venture party, partner, employee, or agent of Library by virtue of this Agreement. Library will exercise no control over the manner or method by which FAADL conducts its operations on the Premises provided that FAADL's operations are in compliance with this Agreement.
- 5.2 <u>Entire Agreement</u>. This Agreement supersedes any and all other agreements related to use of the Premises, either oral or written, between the parties hereto and contains all the covenants and agreements between the parties with respect to its subject matter.
- 5.3 <u>Amendments</u>. The terms of this Agreement may not be amended or modified except by a further written statement signed by the parties specifically referencing this Agreement.
- 5.4 <u>Governing Law</u>. This Agreement will be governed and construed in accordance with the laws of the State of Michigan.
- 5.5 <u>Books, Documents, and Records Availability</u>. FAADL will make its books and records available for inspection by Library if review of such books and records may be required, in the reasonable judgment of Library, to determine compliance with any terms or conditions herein. FAADL will make the requested books and records available for inspection by Library within ten (10) days of receipt of a request for access.
- 5.6 <u>Successors/Assigns</u>. This Agreement may not be assigned by a party hereto without the express written consent of the other party.
- 5.7 <u>No Third Party Beneficiaries</u>. There are no intended third party beneficiaries of this Agreement.
- 5.8 <u>Waiver or Rights</u>. The failure of a party to exercise its rights in the event of a breach of this Agreement will not constitute a waiver of any rights with respect to that or any subsequent breach.

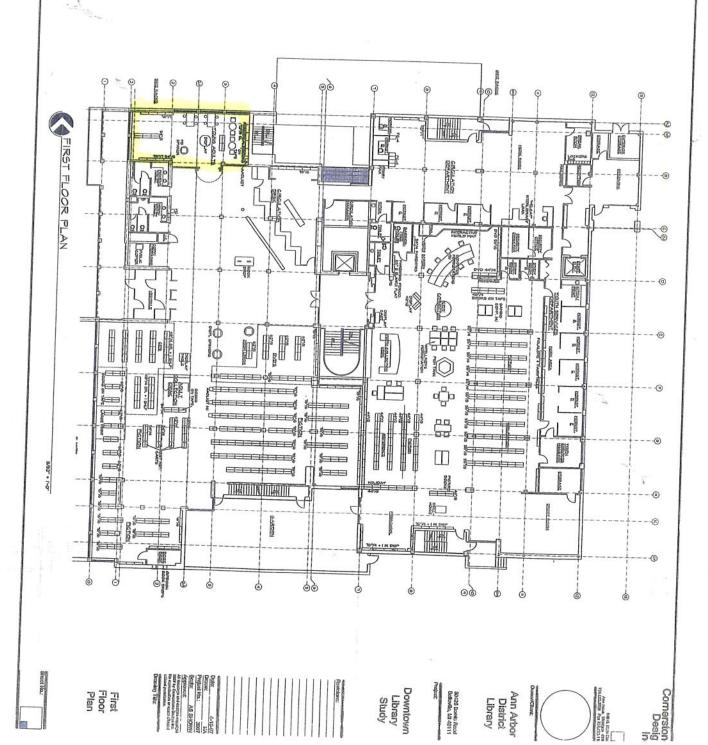


In WITNESS WHEREOF, the parties hereto, or their duly authorized officers or agents, have executed, sealed, and delivered this Agreement intending to be legally bound.

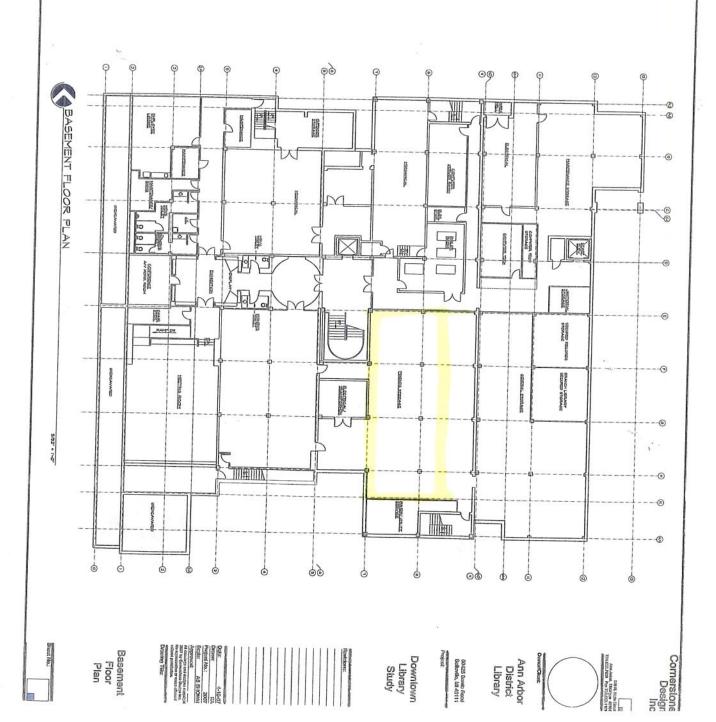
library and public body corporate
Ву:
Print Name:
Title:
Date:
*
FRIENDS OF THE ANN ARBOR DISTRICT LIBRARY, a Michigan nonprofit corporation
Ву:
Print Name:
Title:
Date:

ANN ARBOR DISTRICT LIBRARY, a Michigan district

Space Use Agreement – Exhibit A Ann Arbor District Library First Floor Location 343 South Fifth Avenue Ann Arbor, MI 48104



Space Use Agreement – Exhibit A Ann Arbor District Library Basement Location 343 South Fifth Avenue Ann Arbor, MI 48104



BOARD OF TRUSTEES OF ANN ARBOR DISTRICT LIBRARY RESOLUTION 15-088

RESOLUTION OF THANKS TO CARLEEN VANDERBOK UPON HER RETIREMENT

Minutes of the regular meeting of the Board of Trustees of the Ann Arbor District Library, County of Washtenaw, Michigan, held in the City of Ann Arbor, on the 20th day of April, 2015 at 5:30 p.m.

ABSI	SENT: ENT:
The f	ollowing resolution was offered by, and supported by:
THE	BOARD RESOLVES:
1.)	That it would like to officially thank Carleen VanderBok for her service as an employee from October 14, 1996 to April 1, 2015 of the Ann Arbor District Library.
2.)	That all resolutions and parts of resolutions that conflict with the provisions of this resolution are rescinded.
A vot	e on the foregoing resolution was taken and was as follows:
AYES NAYS	
RESC	DLUTION DECLARED ADOPTED.
	Nancy Kaplan, Secretary

ANN ARBOR DISTRICT LIBRARY BOARD

Rebecca Head
Nancy Kaplan
Margaret Leary
Jim Leija
Jan Barney Newman
Prue Rosenthal
Edward Surovell

2015 OFFICERS

President Jan Barney Newman Vice President . . . Edward Surovell Treasurer Rebecca Head Secretary Nancy Kaplan

ADMINISTRATION

Josie Parker	Director
Eli Neiburger Depu	ty Director
Bruce HadlerChief Financi	ial Officer

The Ann Arbor District Library Board will provide necessary reasonable aids and services to individuals with disabilities who desire information regarding board meetings upon three (3) business days notice. Individuals with disabilities requiring aids or services should contact the Ann Arbor District Library by writing or calling the following:

Ann Arbor District Library Board of Trustees 343 South Fifth Avenue Ann Arbor, MI 48104-2293 (734) 327-8311