

**Ames Public Library Board of Trustees
Agenda – April 15, 2021**

***DUE TO THE COVID-19 PANDEMIC THIS WILL BE AN ELECTRONIC MEETING.**

If you wish to provide input on any item you may call 515-239-5630, email libraryboard@amespubliclibrary.org, or you may be a video participant by going to www.zoom.com, click “Join a Meeting”, and enter this meeting ID and Passcode:

Zoom Meeting ID: 881 4067 8316

Passcode: 8675309

Please announce yourself at the start of the meeting to be reflected in the minutes. If you join during the meeting, please use the chat feature to announce your presence in order to avoid disrupting the meeting. Anyone wishing to comment during the Public Forum can do so by raising your hand in the chat feature; you will then be called on to speak following our Public Participation Policy. Please use the “mute” feature to minimize background noise when not speaking. Thank you for your cooperation during these unprecedented times.

Call to Order 7:00 p.m.

Oath of Office

Consent Agenda (Action Item)

(All items listed under the consent agenda will be enacted by one motion. There will be no separate discussion of these items unless a request is made prior to the time the Board votes.)

- 1) Resolution approving donations
- 2) Motion approving minutes of the regular meeting March 18, 2021
- 3) Motion approving payment of claims 3/1/21 – 3/31/21

Public Forum

Members of the public who wish to address the Board will be given the opportunity at this time. (Please type your full name and address in the chat feature to sign in)

Activity Reports

- 4) Assistant City Manager - Schildroth
- 5) Administration – Schofer
- 6) APLFF – Butler/Myers
- 7) Budget and Finance Committee

Board Education

- 8) Home Delivery Services – Wilson

Policy Review

- 9) Collections Policy (Action)
- 10) Circulation and Customer Accounts Policy (Action)
- 11) Confidentiality and Library User Records Policy (Discussion)

Unfinished Business

- 12) Service Offerings and Meeting Format (Discussion)

New Business

- 13) Director’s Goals (Action)
- 14) Custodial Contract Renewal (Action)
- 15) Polaris Renewal (Action)
- 16) Copier lease Renewal (Action)

Trustee Comments

Adjournment

**Next regular meeting: Thursday, May 20, 2021
Ames Public Library: We Connect You to the World of Ideas**

Website: www.amespubliclibrary.org | E-mail: libraryboard@amespubliclibrary.org

Please note that this Agenda may be changed up to 24 hours before the meeting time as provided by Section 21.4(2), Code of Iowa.

**Ames Public Library Board of Trustees
Oath of Office**

STATE OF IOWA }
COUNTY OF STORY } ss.
CITY OF AMES }

I, the undersigned, _____, duly appointed member of the Ames Public Library Board of Trustees of the City of Ames, Iowa, do solemnly swear (or affirm) that I will support the Constitution of the United States and the constitution of the State of Iowa, and that I will faithfully and impartially, to the best of my ability, discharge all the duties of the office of library trustee in Ames, as now or hereafter required by law.

Name

Subscribed and sworn before me by _____, Ames Public Library Board Trustee, on this _____ day of _____, 2021.

Name, Library Board President

(SEAL)

Donations

**BOARD OF TRUSTEES
AMES PUBLIC LIBRARY
April 15, 2021**

Be it resolved that the Board of Trustees, Ames Public Library, accepts the following donations:

- 1) Story County Genealogy \$68.69

Sandra Marcu, President

Charles Glatz, Secretary

**Ames Public Library Board of Trustees
Minutes of the Regular Meeting
March 18, 2021**

The Ames Public Library (APL) Board of Trustees met in regular session on Thursday, March 18, 2021, via Zoom, with Barchman, Butler, Glatz, Kluesner, Myers, Raman, and Thorbs-Weber in attendance. Marcu was excused; Marshall has resigned. Director Schofer and Assistant City Manager Schildroth were also in attendance.

Call to Order: President Kluesner called the meeting to order at 7:00 p.m.

Consent Agenda:

Moved by Raman, seconded by Glatz, to approve the consent agenda as follows:

1. Resolution approving donation:
 - A. In memory of Carl Allen from Nora Nelson \$10.00
 - B. For children’s books from Marti Steelman \$410.00
 - C. Anonymous (given in appreciation of great service) \$20.00
2. Motion approving minutes of the regular meeting February 18, 2021 correcting the word “Petition” to “Director’s General Job Duties” under policy review”.
3. Motion approving payment of claims 2/1/21 – 2/28/21

Vote on Motion: 6-0 (Kluesner abstaining). Approved unanimously. Resolution No. 2021-L006 adopted.

Public Forum: None

Activity Reports:

Assistant City Manager Schildroth: Schildroth gave a report to the Board.

- Schildroth needs numbers from Schofer for a situation report to show the number of patrons prior to opening Monday until now. Schofer will met with Schildroth to provide the information requested.
- 6 City staff individuals are currently out from COVID related illnesses or quarantining. The City is expecting an increase after spring break.
- Police and fire department personnel are mostly vaccinated.
- Human Resources continues to provide information about vaccination availability and tools to use to schedule appointments.
- City Council & ISU student government had a joint meeting last night. One of the representatives talked about Library 160 at ISU. It is typically tailored around the Parks Library but starting in the spring or fall semester they are going to add info about the Ames Public Library as a community resource.
- The Emergency Broadband Benefit is available through the FCC. Persons can apply for funds to offset the cost of monthly WiFi services or one-time funding of

\$100 for a new device (tablet, laptop – not available towards a cell phone). The program is anticipated to roll out mid-April. The City is compiling a list of persons to reach out to as well as contacting local internet providers to ensure they are participating in the program. Persons in the lifeline program, persons approved for free/reduced lunch, persons receiving unemployment or experiencing a loss of income since last February, or persons receiving a Pell grant in the current year, would meet the qualifications.

Administrative Staff Report: Schofer gave a report to the Board.

- The Library re-opening the Adult and Youth Service areas went well on Monday. The door count indicated an increase of about 100 people that visited the library that day. Schofer was on the radio with Mel in the Morning on Monday. Posts were pushed out on social media. The Ames Tribune sent a photographer and did a short piece. The first patron of the day did pose for a picture as well as some other patrons. People mainly followed the guidance with a few courteous reminders to keep masks on or to limit visits.
- The Library is working with AARP for tax preparation services. They are socially distanced. Individuals are scheduled for a limited intake process and then a return appointment to pick up their completed taxes.
- The new furniture funded by the Ames Public Library Friends Foundation for the Youth Services area has arrived. It is colorful and has anti-viral upholstery that is easier to clean and matches other pieces.
- We are working on our strategic plan implementation teams.
- We received word that funding was approved for our door project in this fiscal year. We will be working with the purchasing department to complete the bidding process.
- Wingert was the successful candidate for the Principal Clerk position. She will be starting on April 1. Johannes has done a phenomenal job taking on Anderson's tasks. She has identified some process improvements.
- Schofer has been on the Parks Library Dean hiring process which has been a great experience. They are in the process of inviting five candidates to come to campus. Schofer will continue to participate via Zoom for morning welcomes or afternoon recaps.
- Schofer met one of the new Trustees, Reynolds, who is involved with Leadership Ames.
- Johannes reached out to the incoming Trustees to get bios and pictures for the website and invite them in to a Board Orientation. Incoming trustees will receive a binder of information, have a behind the scenes tour, and then be officially sworn in next month.
- The Divine family had sponsored a study room and had permission from Carey previously to install a plaque on the inside of the room. Kluesner was on the Foundation at that time and remembered this conversation as well as the family being key in the fundraising efforts to build the new addition. The Board discussed the request and will honor the original agreement.
- Kluesner asked Schofer if there are processes in place for staff to provide feedback or express concerns to assist staff in the current reopening phase. Schofer noted that we are having regular check ins, plans are being messaged more intentionally, FAQ's are being shared, and reassurance that staff have the tools necessary to have difficult conversations and the ability to step back if needed. For example if a staff member needs to shelf books in an aisle that has someone in it, they are able to go to a different area to maintain social distancing.
- Thorbs-Weber asked Schofer if the ruling that higher education can't teach on diversity and inclusion will that have any impact on what the library does.

Schofer stated that the public library has intellectual freedom in the library and will not be restricted but if there is a gap in the community, we may work to fill that gap in a public space.

APLFF Report: Butler gave a report to the Board.

- The majority of the meeting was spent as a discussion session addressing the mission, why it exists, and considering if the purposes and bylaws continue to define why they do exist. They then went through the vision discussing what the APLFF will look like in 5 years. LeGates will continue the conversation at the next meeting.

Board Education: Schofer introduced the board assessment tool. Johannes put both the Board assessment and individual trustee assessment in Survey Monkey to make it easier to complete and analyze. The results from the survey will be used to help with future board education pieces. Trustees are asked to complete both surveys for discussion at a future meeting.

Policy Review:

Sex offender policy: Schofer sent the policy to legal for review after the last meeting. Two suggestions were received including changing the word “chapter” to “section” and they clarified that “real property” does not include the book mobile.

Board members discussed the proposed changes.

Moved by Raman, seconded by Thorbs-Weber, to approve the amendments to the Sex Offender Policy as outlined.

Vote on Motion: 6-0 (Kluesner abstaining). Approved unanimously. Resolution No. 2021-L007 adopted.

Collections Policy: Schofer introduced the policy for the initial review. It is used to explain why we buy what we buy. One thing that stood out was the stance on world languages. We are purchasing world language collections and will be recommending amending that section.

The Board discussed the policy. The policy will be brought back for approval at the April meeting.

Unfinished Business:

Service Offerings: Schofer reviewed the current service model with the Board. They discussed the next steps including the book mobile, hours, meeting room use, and programming.

Board meeting format: The Board discussed returning to in-person meetings. At this time the meetings will continue via Zoom.

New Business:

Election of Officers: no additional nominations were received.

Moved by Butler, seconded by Barchman, to elect the slate of candidates into office as follows: Marcu as President, Myers as Vice President, and Glatz as Secretary.

Vote on Motion: 6-0 (Kluesner abstaining). Approved unanimously.

Recognition of Trustees: Kluesner and Schofer expressed their gratitude for both Butler and Raman for their years of service and dedication to the Ames Public Library and community. They will both be deeply missed.

Enrich Iowa Agreement: The Enrich Iowa program offers public libraries state funding through the Direct State Aid, Open Access, and Interlibrary Loan (ILL) Reimbursement programs. Funding for Enrich Iowa is appropriated by the Iowa Legislature and approved by the Governor. In order to participate next year, the signed agreement must be received at the Iowa Library Services Des Moines office by April 30, 2021. The Financial Limits Authority Policy requires Board approval before the Director may sign agreements for services delivered by the Library that result in revenues of \$25,000 or more.

Moved by Raman, seconded by Glatz, to approve Schofer signing the FY22 Enrich Iowa Agreement as presented.

Vote on Motion: 6-0 (Kluesner abstaining). Approved unanimously. Resolution No. 2021-L008 adopted.

Closed Session:

Moved by Myers, seconded by Barchman, to move into closed session in accordance with the provisions of Sections 21.5(1)(i) and 21.9, Code of Iowa, for the discussion of strategy in matters relating to employment. Vote on Motion: 6-0 (Kluesner abstaining). Approved unanimously.

The meeting was closed at 8:31 p.m. and reconvened in open session at 9:10 p.m.

Director's Salary:

The Board completed the Director's evaluation.

Moved by Barchman, seconded by Myers, to set the Director's salary effective July 1, 2021 at \$138,346 which is a 4% increase.

Vote on Motion: 6-0 (Kluesner abstaining). Approved unanimously. Resolution No. 2021-L009 adopted.

Trustee Comments:

- Glatz – thanks to Johannes for jumping in for various roles. Schofer would have enjoyed herself if she had been able to hear the comments made in the closed session; well-done Schofer.
- Thorbs-Weber – thank you to the evaluation committee for the detailed report; it helps us to understand and make good decisions. To Butler, Thorbs-Weber will miss her. Butler made her feel comfortable joining the Board. We will miss you both Butler and Raman.
- Myers - will miss working with Butler and Raman and has appreciated them both very much and hopes to see them around town. Thanks to the evaluation committee for doing an amazing job.
- Barchman – thanks to all.
- Raman – well done Schofer. He admires her courage and willingness to stand up for staff and the people of Ames. He really hopes to see everyone around, and thank you for letting me work with you all.
- Butler - thank you so much. We all did a good job hiring Schofer. She will miss everyone.
- Roger – Thorbs-Weber never received a proper orientation, joining us in the middle of a whirl wind pandemic. She will be receiving one soon. He acknowledged both the evaluation and nominating committee for doing exceptional jobs noting that the trustees not staying in the same office for the duration of their terms. The Board has a great diverse set of talents, and applauds the work of everyone. He has appreciated serving with both Butler and Raman and hopes to see them around town.

Adjournment:

Moved by Raman, seconded by Butler, to adjourn at 9:19 pm.

Vote on Motion: 6-0 (Kluesner abstaining). Motion approved unanimously.

The next regular meeting will be on Thursday, April 15, 2021, at 7:00 p.m., via Zoom.

Melissa Johannes, Library Secretary

Charles Glatz, Board Secretary

Library Claims
March 1 - March 31, 2021

Administration			
PAYROLL SUMMARY	PERMANENT SALARIES/WAGES	\$	38,777.56
PAYROLL SUMMARY	TEMPORARY SALARIES/WAGES	\$	470.00
PAYROLL SUMMARY	TIME AND 1/2	\$	1,463.28
PAYROLL SUMMARY	LONGEVITY	\$	382.50
PAYROLL SUMMARY	DENTAL INSURANCE	\$	367.20
PAYROLL SUMMARY	IPERS DISABILITY	\$	195.83
PAYROLL SUMMARY	LIFE INSURANCE	\$	63.25
PAYROLL SUMMARY	HEALTH INSURANCE	\$	6,022.06
PAYROLL SUMMARY	MEDICARE FICA	\$	589.29
PAYROLL SUMMARY	FICA	\$	2,519.56
PAYROLL SUMMARY	IPERS	\$	3,879.24
PAYROLL SUMMARY	WORKERS COMPENSATION	\$	138.89
TRANSFER TO IT	DATA SERVICES	\$	10,601.00
TRANSFER TO RISK ADMIN	RISK INSURANCE	\$	22,166.00
TRANSFER TO IT	CITY PHONE SERVICE	\$	4,848.00
FEB LONG DISTANCE	CITY LONG DISTANCE	\$	4.53
JAN LONG DISTANCE	CITY LONG DISTANCE	\$	4.79
JAN 2021 EQUIPMENT CHRGS	FLEET MAINTENANCE	\$	245.48
JAN 2021 EQUIPMENT CHRGS	FLEET REPLACEMENT	\$	2,219.00
MAR POSTAGE CHARGE	POSTAGE/FREIGHT	\$	1.91
GILLIGAN, DONNA L	TRAINING	\$	1,000.00
AMER LIBRARY ASSOCIATION	DUES/MEMBERSHIPS	\$	366.00
ONESOURCE	RECRUITING COSTS	\$	70.00
CITY OF AMES UTILITIES	ELECTRIC SERVICE	\$	5,533.04
CENTURYLINK	OUTSIDE PHONE SERVICE	\$	277.55
VERIZON WIRELESS	OUTSIDE PHONE SERVICE	\$	188.23
IA COMMUNICATIONS NETWORK	OUTSIDE PHONE SERVICE	\$	978.00
CITY OF AMES UTILITIES	WATER/SANITARY SEWER	\$	289.90
ASPEN WASTE SYSTEM OF IOW	WASTE DISPOSAL	\$	189.76
ALLIANT ENERGY/IPL	NATURAL GAS	\$	3,073.47
ACI MECHANICAL INC	MAINTENANCE CONTRACTS	\$	1,008.00
BANK OF AMERICA	TECHNOLOGY MAINT/SUPPORT	\$	887.68
SYSAID TECHNOLOGIES LTD	TECHNOLOGY MAINT/SUPPORT	\$	2,104.00
XEROX CORPORATION	RENTALS/LEASES	\$	2,349.67
ABM JANITORIAL NORTH CENT	NON-CITY SERVICE	\$	8,171.72
LAWNPRO	NON-CITY SERVICE	\$	4,353.75
CITY LAUNDERING COMPANY	NON-CITY SERVICE	\$	139.83
CH ISSUES	OFFICE SUPPLIES	\$	198.06
AMER MARKING INC	OFFICE SUPPLIES	\$	59.00
OFFICE DEPOT INC	OFFICE SUPPLIES	\$	49.77
SIGN PRO	OFFICE SUPPLIES	\$	329.00
IA FREEDOM OF INFORMATION	OFFICE SUPPLIES	\$	28.00

Library Claims
March 1 - March 31, 2021

BANK OF AMERICA	OFFICE SUPPLIES	\$	649.53
STAPLES BUSINESS ADVANTAG	OFFICE SUPPLIES	\$	5.99
CAPITAL SANITARY SUPPLY I	CLEANING SUPPLIES	\$	359.70
BANK OF AMERICA	EQUIPMENT PARTS/SUPPLIES	\$	72.68
BANK OF AMERICA	MINOR EQUIPMENT/TOOLS	\$	25.98
BANK OF AMERICA	FOOD	\$	1,004.92
Total Administration		\$	128,722.60

Resource Services

PAYROLL SUMMARY	PERMANENT SALARIES/WAGES	\$	26,234.68
PAYROLL SUMMARY	LONGEVITY	\$	475.00
PAYROLL SUMMARY	DENTAL INSURANCE	\$	266.32
PAYROLL SUMMARY	IPERS DISABILITY	\$	120.86
PAYROLL SUMMARY	LIFE INSURANCE	\$	57.76
PAYROLL SUMMARY	HEALTH INSURANCE	\$	5,006.12
PAYROLL SUMMARY	MEDICARE FICA	\$	369.49
PAYROLL SUMMARY	FICA	\$	1,579.95
PAYROLL SUMMARY	IPERS	\$	2,521.39
PAYROLL SUMMARY	WORKERS COMPENSATION	\$	31.48
TRANSFER TO IT	CITY PHONE SERVICE	\$	2,424.00
JAN LONG DISTANCE	CITY LONG DISTANCE	\$	0.12
BANK OF AMERICA	TRAINING	\$	75.00
BANK OF AMERICA	OFFICE SUPPLIES	\$	1,444.95
BAKER & TAYLOR INC	EQUIPMENT PARTS/SUPPLIES	\$	587.84
CRYSTAL CLEAR WATE	EQUIPMENT PARTS/SUPPLIES	\$	25.50
DEMCO INC	EQUIPMENT PARTS/SUPPLIES	\$	513.55
AMAZON	EQUIPMENT PARTS/SUPPLIES	\$	285.89
MIDWEST TAPE	EQUIPMENT PARTS/SUPPLIES	\$	50.85
MIDWEST TAPE	ELECTRONIC COLLECTION	\$	6,299.21
OVERDRIVE	ELECTRONIC COLLECTION	\$	3,112.97
KANOPY LLC	ELECTRONIC COLLECTION	\$	953.00
USA TODAY	PERIODICALS	\$	113.40
BANK OF AMERICA	PERIODICALS	\$	144.98
BAKER & TAYLOR INC	YOUTH COLLECTION	\$	3,621.11
INGRAM LIBRARY SERVICES	YOUTH COLLECTION	\$	1,580.92
WORLD BOOK SCHOOL & LIBRA	YOUTH COLLECTION	\$	999.00
AMAZON	YOUTH COLLECTION	\$	1,808.48
MIDWEST TAPE	YOUTH COLLECTION	\$	881.24
FINDAWAY WORLD LLC	YOUTH COLLECTION	\$	802.58
LIBRARY IDEAS LLC	YOUTH COLLECTION	\$	725.10
AMAZON	AUDIO-VISUAL COLLECTION	\$	572.13
MIDWEST TAPE	AUDIO-VISUAL COLLECTION	\$	9,118.42
BANK OF AMERICA	AUDIO-VISUAL COLLECTION	\$	20.00
BAKER & TAYLOR INC	ADULT PRINT COLLECTION	\$	10,225.84

Library Claims
March 1 - March 31, 2021

INGRAM LIBRARY SERVICES	ADULT PRINT COLLECTION	\$	1,385.59
AMAZON	ADULT PRINT COLLECTION	\$	1,390.09
CENTER POINT LARGE PRINT	ADULT PRINT COLLECTION	\$	134.22
BANK OF AMERICA	ADULT PRINT COLLECTION	\$	215.50
GALE GROUP	ADULT PRINT COLLECTION	\$	985.24
HAILA, STEPHANIE	REFUNDS	\$	31.60
SAN ANTONIO PUBLIC LIBRAR	REFUNDS	\$	39.99
LAVERTY-DIETZ, AMANDA	REFUNDS	\$	38.99
UDELHOVEN, NOAH	REFUNDS	\$	33.98
DRAKE COMMUNITY LIBRARY	REFUNDS	\$	29.95

Total Resource Services	\$	87,334.28
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Youth Services

PAYROLL SUMMARY	PERMANENT SALARIES/WAGES	\$	37,494.86
PAYROLL SUMMARY	TEMPORARY SALARIES/WAGES	\$	350.00
PAYROLL SUMMARY	LONGEVITY	\$	660.00
PAYROLL SUMMARY	DENTAL INSURANCE	\$	317.68
PAYROLL SUMMARY	IPERS DISABILITY	\$	180.82
PAYROLL SUMMARY	LIFE INSURANCE	\$	79.80
PAYROLL SUMMARY	HEALTH INSURANCE	\$	5,304.44
PAYROLL SUMMARY	MEDICARE FICA	\$	535.46
PAYROLL SUMMARY	FICA	\$	2,289.41
PAYROLL SUMMARY	IPERS	\$	3,634.88
PAYROLL SUMMARY	WORKERS COMPENSATION	\$	51.00
FEB 2021 PRINTING CHRGS	PRINT SHOP SERVICES	\$	44.64
TRANSFER TO IT	CITY PHONE SERVICE	\$	3,636.00
FEB LONG DISTANCE	CITY LONG DISTANCE	\$	2.12
JAN LONG DISTANCE	CITY LONG DISTANCE	\$	0.68
ONESOURCE	RECRUITING COSTS	\$	70.00

Total Youth Services	\$	54,651.79
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Adult Services

PAYROLL SUMMARY	PERMANENT SALARIES/WAGES	\$	30,965.78
PAYROLL SUMMARY	LONGEVITY	\$	207.50
PAYROLL SUMMARY	DENTAL INSURANCE	\$	113.22
PAYROLL SUMMARY	IPERS DISABILITY	\$	131.12
PAYROLL SUMMARY	LIFE INSURANCE	\$	55.02
PAYROLL SUMMARY	HEALTH INSURANCE	\$	1,938.48
PAYROLL SUMMARY	MEDICARE FICA	\$	529.11
PAYROLL SUMMARY	FICA	\$	2,262.45
PAYROLL SUMMARY	IPERS	\$	2,942.75
PAYROLL SUMMARY	WORKERS COMPENSATION	\$	37.16
TRANSFER TO IT	CITY PHONE SERVICE	\$	3,636.00
FEB LONG DISTANCE	CITY LONG DISTANCE	\$	9.08
JAN LONG DISTANCE	CITY LONG DISTANCE	\$	10.61

Library Claims
March 1 - March 31, 2021

MAR POSTAGE CHARGES	POSTAGE/FREIGHT	\$	8.11
PAYROLL SUMMARY	RECRUITING COSTS	\$	6,000.00
Total Adult Services		\$	48,846.39
Customer Account Services			
PAYROLL SUMMARY	PERMANENT SALARIES/WAGES	\$	44,763.90
PAYROLL SUMMARY	TEMPORARY SALARIES/WAGES	\$	12,199.22
PAYROLL SUMMARY	LONGEVITY	\$	1,005.00
PAYROLL SUMMARY	PAYROLL ADJUSTMENT	\$	16.30
IPER REFUND-MOORE, NANCY	PAYROLL ADJUSTMENT	\$	(16.30)
PAYROLL SUMMARY	DENTAL INSURANCE	\$	307.34
PAYROLL SUMMARY	IPERS DISABILITY	\$	182.95
PAYROLL SUMMARY	LIFE INSURANCE	\$	107.31
PAYROLL SUMMARY	HEALTH INSURANCE	\$	4,985.18
PAYROLL SUMMARY	MEDICARE FICA	\$	812.28
PAYROLL SUMMARY	FICA	\$	3,473.06
PAYROLL SUMMARY	IPERS	\$	5,472.10
IPER REFUND-MOORE, NANCY	IPERS	\$	(24.45)
PAYROLL SUMMARY	WORKERS COMPENSATION	\$	146.08
TRANSFER TO IT	CITY PHONE SERVICE	\$	4,242.00
FEB LONG DISTANCE	CITY LONG DISTANCE	\$	8.87
JAN LONG DISTANCE	CITY LONG DISTANCE	\$	9.63
AUTOMATED MERCHANT SYSTEM	OUTSIDE PROFESSIONAL SVCS	\$	89.10
MAR POSTAGE CHARGES	POSTAGE/FREIGHT	\$	450.82
Total Customer Account Services		\$	78,230.39
		Total:	\$ 397,785.45
Sandra Marcu, President	Charles Glatz, Secretary		Date

Ames Public Library						
2020/21 Expenditure Summary - All Funding Sources						
March 2021						
9 months = 75%						
	General	Fund 238 Direct	Fund 239 Friends	Fund 241 Donations	Fund 240 Future	Total
	Fund	State Aid	Foundation	& Grants	Needs	Expenses
Administration:						
General Administration	906,561	-	5,834	4,806	-	917,201
Total Administration	906,561	-	5,834	4,806	-	917,201
Resource Services:						
Collections Administration	373,215					373,215
Electronic Collection/Licenses	150,709	8,340	24,287	-		183,336
Periodicals / Special Project Collections	17,571		26,436			44,007
Juvenile	62,506	-	9,512	371		72,389
Audio/Visual Collection	54,985	-	-			54,985
Adult Collection	90,329	-	7,660	1,068		99,057
Refunds	541					541
Computer Equipment/Software	-	-	-			-
Total Resource Services	749,856	8,340	67,895	1,439	-	827,531
Youth Services:	508,029					508,029
Employee Benefits		-	-			-
Outside Professional Services		-	1,025			1,025
Food & Feed		-	-	-		-
Minor Office Equipment		-	30,910	-		30,910
Special Project Supplies		-	8,759	-		8,759
Total Youth Services	508,029	-	40,694	-	-	548,724
Adult Services:	333,323					333,323
Food		-	-			-
Printing/Graphics						-
Outside Professional Services		-	774	-		774
Special Project Supplies		-	1,994			1,994
Total Adult Services	333,323	-	2,768	-	-	336,091
Customer Account Services:						
Circulation Services	630,059	-	-			630,059
Total Customer Account Services	630,059	-	-	-	-	630,059
Library Improvements:						
Small Talk Grant:		-	-	-		-
Project Smyles:			3,480	-		3,480
Books for Babies:				-		-
Harrison Barnes Reading Academy:				3,187		3,187
Large-Print Books Bequest:		-	10,005	-		10,005
Gilman, Smith & Feinberg :						
Adult Collection (Smith)						-
Youth Collection (Gilman & Feinberg)						-
Total Bequest	-	-	-	-	-	-
Total Expenses	3,127,829	8,340	130,678	9,432	-	3,276,278

2019/20 Ames Public Library General Fund Expenditure Comparisons

March 2021

9 months = 75%

Year-to-Year Expenditure Comparisons

	YTD 2019/20	YTD 2020/21	% Change from 2019/20
Totals by Category:			
Personnel Services	\$ 1,810,059	\$ 1,752,643	-3.2%
Employee Benefits	574,776	546,772	-4.9%
Internal Services	73,548	76,198	3.6%
Contractual	415,108	319,030	-23.1%
Commodities	63,046	50,752	-19.5%
Collection	377,514	376,100	-0.4%
Other / Coronavirus Response	314	6,333	1914.0%
Capital over 5,000	-	-	
Total	\$ 3,314,366	\$ 3,127,829	-5.6%

Expense-Budget Comparisons

	YTD 2020/21	Budget* 2020/21	% of Total Budget Spent
	\$ 1,752,643	\$ 2,415,625	72.6%
	546,772	807,830	67.7%
	76,198	146,029	52.2%
	319,030	474,489	67.2%
	50,752	91,710	55.3%
	376,100	561,684	67.0%
	6,333	700	904.7%
	-	-	0.0%
Total	\$ 3,127,829	\$ 4,498,067	69.5%

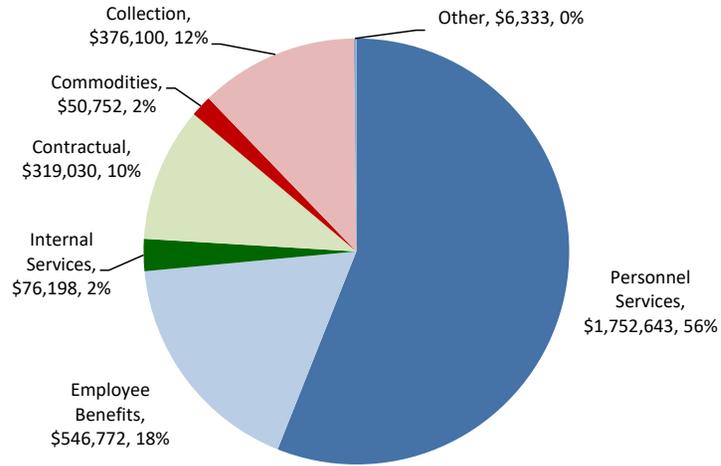
Year-to-Year Expenditure Comparisons

	YTD 2019/20	YTD 2020/21	% Change from 2019/20
Totals by Division:			
Administration	\$ 955,644	\$ 906,561	-5.1%
Resource Services	746,013	749,856	0.5%
Youth Services	489,107	508,029	3.9%
Adult Services	446,255	333,323	-25.3%
Customer Account Services	677,346	630,059	-7.0%
Grand Total	3,314,366	3,127,829	-5.6%

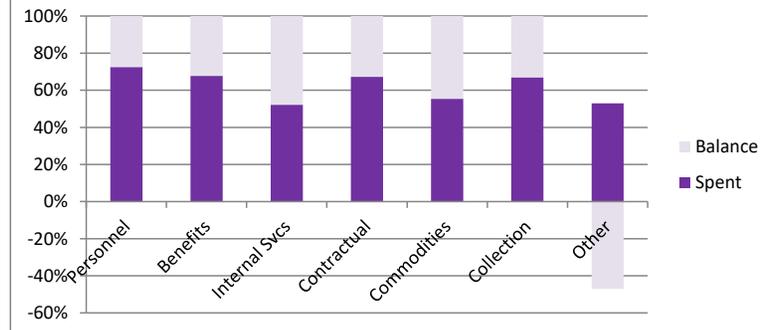
	YTD 2020/21	Budget* 2020/21	Division % of Grand Total
	\$ 906,561	\$ 1,318,740	28.98%
	749,856	1,063,224	23.97%
	508,029	721,308	16.24%
	333,323	495,721	10.66%
	630,059	899,074	20.14%
Total	3,127,829	4,498,067	100.00%

* Adjusted Budget

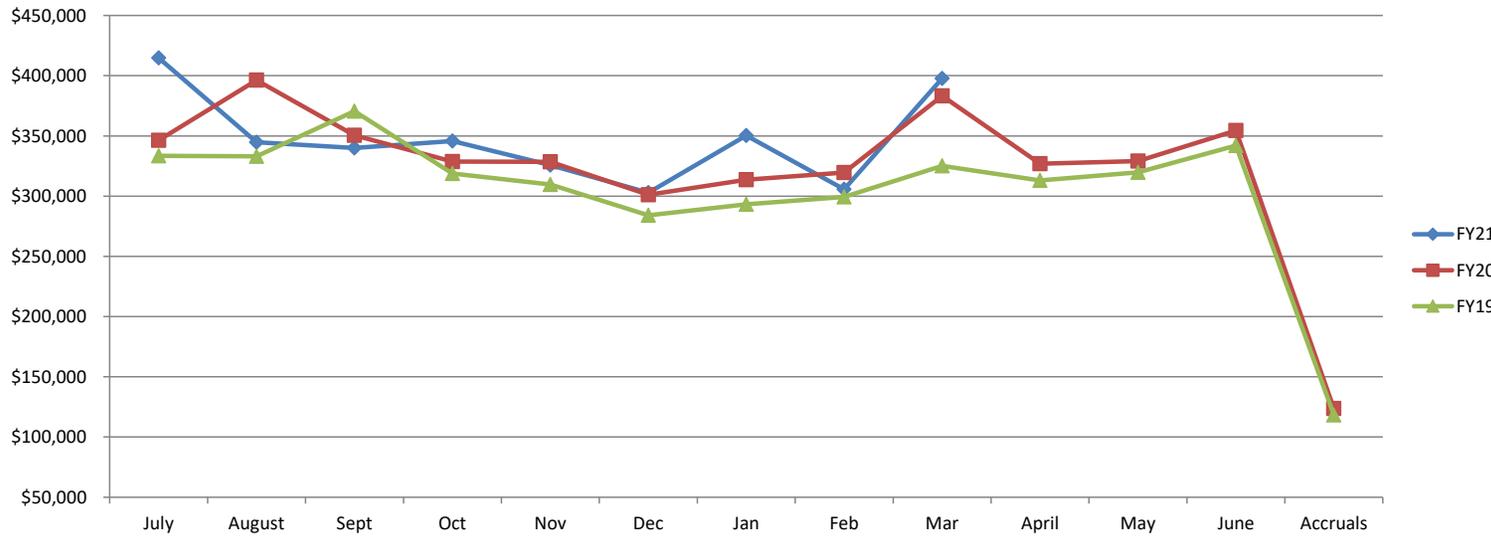
FY 21 General Fund Spending



Percentage of FY21 Budget Spent by Category



Monthly Spending Comparison, last three fiscal years



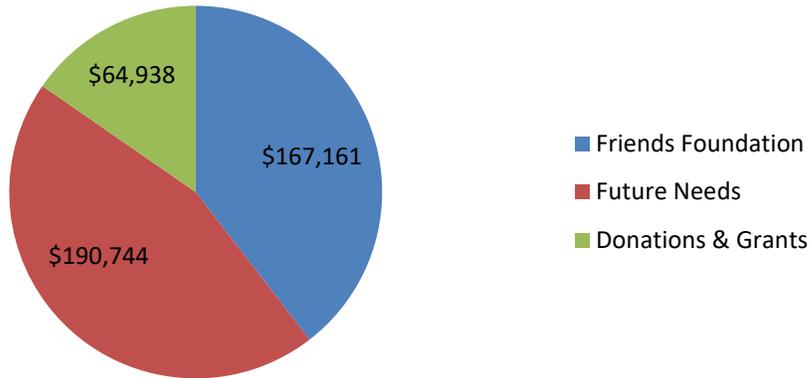
2019/20 Ames Public Library Expenditure Summary						
March 2021						
9 months = 75%						
	Actual	Budget	YTD	YTD	Current	% of total
	2019/20	2020/21	2019/20	2020/21	Balance	Budget Spent
Personnel Services:						
Salaries	\$ 2,171,890	\$ 2,215,147	\$ 1,648,314	\$ 1,600,615	\$ 614,532	
Temporary Salaries	169,828	194,625	130,664	121,173	\$ 73,452	
Time & 1/2	-	500	-	4,093	\$ (3,593)	
Longevity	5,973	4,743	5,893	5,553	\$ (810)	
Payroll Adjustment	-	-	(135)	-	\$ -	
Employee Awards	675	610	-	158	\$ 452	
Merit Adjustment	-	-	9,828	-	\$ -	
Comp Time	67	-	-	-	\$ -	
Sick Leave	20,673	-	3,695	5,503	\$ (5,503)	
Holiday	-	-	-	154	\$ (154)	
Vacation	20,521	-	11,801	15,394	\$ (15,394)	
Total Personnel Services	2,389,626	2,415,625	1,810,059	1,752,643	662,982	72.6%
Employee Benefits:						
Temp Salaries Benefits	-	35,207	-	-	35,207	
Dental Insurance	18,611	19,655	14,065	13,077	6,578	
IPERS Disability	9,318	10,292	6,939	7,615	2,677	
Life Insurance	4,646	4,712	3,524	3,257	1,455	
Health Insurance	321,118	361,446	242,885	224,818	136,628	
FICA Medicare	33,630	31,104	25,529	24,679	6,425	
FICA	143,794	132,180	109,156	105,525	26,655	
IPERS	221,136	209,557	168,595	164,048	45,509	
Workers Compensation	5,200	3,677	4,083	3,751	(74)	
Total Employee Benefits	757,453	807,830	574,776	546,772	261,058	67.7%
Internal Services:						
City Data Services	8,595	10,601	8,595	10,601	-	
City Messenger	6,478	6,825	4,168	3,349	3,476	
Pool Vehicle Usage	-	-	-	-	-	
Printing	849	1,300	430	361	939	
Insurance & Bonds	20,965	22,166	20,965	22,166	-	
Phone Operation/Maintenance	18,786	18,786	18,786	18,786	-	
Long Distance	271	425	159	174	251	
Fleet Operating/Maintenance	6,500	9,298	4,912	5,228	4,070	
Fleet Replacement	26,628	26,628	15,533	15,533	11,095	
Computer Replacement	50,000	50,000	-	-	50,000	
Total Internal Services	139,072	146,029	73,548	76,198	69,831	52.2%
Contractual:						
Outside Professional Services	47,062	13,700	42,233	1,953	11,747	
Flex Administration	-	240	-	-	240	
Postage/Freight	13,511	8,240	12,608	3,143	5,097	
Travel/Meetings	597	1,000	565	-	1,000	
Training	3,333	2,850	3,142	3,969	(1,119)	
Conferences	24,552	7,590	23,243	1,919	5,671	
Dues & Memberships	5,299	43,148	5,094	38,861	4,287	
Printing	177	250	177	418	(168)	
Advertising	823	1,993	-	869	1,124	
Recruiting Costs	16,020	950	15,759	7,058	(6,108)	
Electricity	74,554	85,000	53,097	48,943	36,057	
Phone Operation/Maintenance	17,082	21,124	11,649	11,740	9,384	
Long Distance	-	-	-	-	-	
Water/Sewer	4,824	5,500	3,583	2,434	3,066	
Waste Disposal	2,291	2,792	1,527	1,708	1,084	
Natural Gas	5,346	9,557	4,460	6,561	2,996	
Maintenance Contract	27,929	39,861	24,905	35,969	3,892	

2019/20 Ames Public Library Expenditure Summary						
March 2021						
9 months = 75%						
	Actual	Budget	YTD	YTD	Current	% of total
	2019/20	2020/21	2019/20	2020/21	Balance	Budget Spent
Structural Repair	28,356	6,000	23,671	1,007	4,993	
Equipment Repair	5,745	12,500	1,999	5,422	7,078	
Fixed Equipment Repair	-	-	-	-	-	
Computer Maintenance	104,071	115,416	107,644	96,452	18,964	
Rentals & Leases	12,227	16,380	9,523	11,381	4,999	
Other Non-City Services	80,280	78,455	70,229	37,150	41,305	
Total Contractual	474,078	474,489	415,108	319,030	155,459	67.2%
Commodities:						
Office Supplies	13,590	16,025	10,545	7,838	8,187	
Minor Office Equipment	254	2,750	212	1,332	1,418	
Minor Computer Equipment	15,491	15,000	10,325	18,150	(3,150)	
Ag-Hort Supplies	138	100	29	73	27	
Structural Materials	593	500	475	45	455	
Cleaning Supplies	6,790	8,000	5,921	3,008	4,992	
Equipment Parts/Supplies	35,982	38,500	30,749	16,589	21,911	
Minor Equipment & Tools	511	2,500	511	1,861	639	
Food	4,543	4,585	3,878	1,498	3,087	
Special Project Supplies	1,219	3,750	402	359	3,391	
Total Commodities	79,110	91,710	63,046	50,752	40,958	55.3%
Collection:						
Electronic Collection/Licenses	230,328	197,207	149,044	150,709	46,498	76.4%
Periodicals	15,531	20,477	14,935	17,571	2,906	85.8%
Juvenile	104,772	120,000	67,585	62,506	57,494	52.1%
Audio Visual	75,671	87,000	58,809	54,985	32,015	63.2%
Adult Collection	118,895	137,000	87,141	90,329	46,671	65.9%
Total Collection	545,197	561,684	377,514	376,100	185,584	67.0%
Other:						
Coronavirus Response (2617)	28	-	-	5,792	(5,792)	
Refunds	415	700	314	541	159	
Total Other	444	700	314	6,333	(5,633)	904.7%
Capital over 5,000:						
Other movable Equipment	-	-	-	-	-	
Total Capital over 5,000	-	-	-	-	-	
Total	\$ 4,384,978	\$ 4,498,067	\$ 3,314,366	\$ 3,127,829	\$ 1,370,238	69.5%
						% of
						Grand Total
Totals by Division:						
Administration	\$ 1,263,079	\$ 1,318,740	\$ 955,644	\$ 906,561	\$ 412,179	28.98%
Resource Services	1,019,316	1,063,224	746,013	749,856	313,368	23.97%
Youth Services	649,579	721,308	489,107	508,029	213,279	16.24%
Adult Services	567,290	495,721	446,255	333,323	162,398	10.66%
Customer Account Services	885,685	899,074	677,346	630,059	269,015	20.14%
Grand Total	\$ 4,384,950	\$ 4,498,067	\$ 3,314,366	\$ 3,127,829	\$ 1,370,238	100.00%

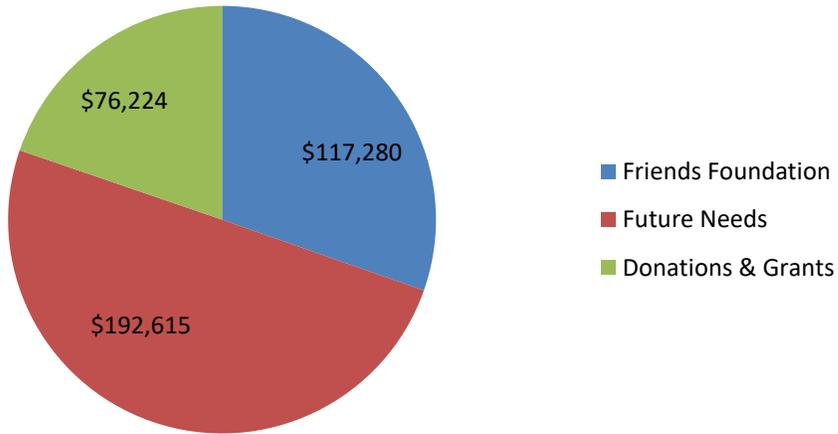
Ames Public Library Donations Report					
March 2021					
FY2020/21					
	Fund 238	Fund 239	Fund 241	Fund 240	
	Direct	Friends	Donations	Future	
	State Aid	Foundation	& Grants	Needs	Total
Fund balance - 06/30/20	\$ 2,612	\$ 167,161	\$ 64,938	\$ 190,744	\$ 425,455
Revenues:					
Interest revenue	(3)	993	908	1,871	3,769
Direct state aid	15,412		-		15,412
General Donations			14,611		14,611
Project Smiles Donations			134		134
Misc Revenue			-		-
Friends Foundation		79,709			79,709
Small Talk Grant			-		-
Large-Print Book Bequest			-		-
Harrison Barnes Reading Academy			5,065		5,065
Merchandise Sales		97			97
Total revenues	15,409	80,798	20,718	1,871	118,796
Expenditures:					
Administration:					
Minor Office Equipment			-		-
Personal Services/Interns	-	-			-
Printing/Graphics	-	22			22
Food	-		-		-
Office Supplies	-	476			476
Outside Professional Services	-	-			-
Minor Computer Equipment	-	-			-
Special Project Supplies	-	5,336	4,806		10,143
Resource Services:					
Collection administration/Interns	-				-
Electronic Collection Service	8,340	24,287	-		32,627
Special Project Collection	-	26,436			26,436
Juvenile	-	9,512	371		9,883
Audio-visual collection	-	-	-		-
Adult collection	-	7,660	1,068		8,729
Computer Equip/Software	-	-			-
Youth Services:					
Employee Benefits (Interns)	-	-			-
Outside Professional Services	-	1,025			1,025
Minor Office Equipment	-	-			-
Food	-	-	-		-
Minor Office Equipment	-	30,910			30,910
Special Project Supplies	-	8,759			8,759
Adult Services:					
Food	-	-			-
Printing/Graphics	-	-			-
Outside Professional Services	-	774			774
Special Project Supplies	-	1,994			1,994
Library Improvements:					
Gilman, Smith & Feinberg Bequests:					
Juvenile Collection					-
Adult Collection					-
Small Talk Grant:					
Books for Babies:	-		-		-
Project Smyles:		3,480			3,480
Harrison Barnes Reading Academy:			3,187		3,187
Large-Print Books Bequest:		10,005			10,005
Library Merchandise		-			-
Total expenses	8,340	130,678	9,432	-	148,450
Transfers between funds:					
Donations/Future Needs Fund	-				-
Friends Foundation/Donations	-	-	-		-
Total transfers	-	-	-	-	-
Current fund balance	\$ 9,682	\$ 117,280	\$ 76,224	\$ 192,615	\$ 395,801
Less:					
Committed funds:					
Encumbrances	-	32,000	-	-	32,000
Reserved principal*			8,276	-	8,276
Total committed funds		32,000	8,276	-	40,276
Balance available for expenditure	\$ 9,682	\$ 85,280	\$ 67,948	\$ 192,615	\$ 355,525
	-	-	-		

Notes: * Reserved principal consists of the \$1,000 Tommy Feinberg bequest, the \$5,276 Gilman bequest, and the \$2,000 Smith bequest. Interest on the Feinberg and Gilman bequests is to be used for the youth collection; interest earned on the Smith bequest is to be used to acquire large-print materials.

APL Financial Assets as of July 1, 2020 - \$438,579



Current Financial Assets - \$395,801



Resolution No. 2018-L002, adopted on January 18, 2018, established the Library's new Future Needs Fund in the amount of \$178,526. Funding sources were:

- \$90,476 in unrestricted bequest funds that had accumulated over many years;
- \$38,395 in unspent funds from the \$1,000,000 pledged from the bequest fund
- \$49,655 received from the estate of Maribeth Henney in 2016.



Collections Policy

Section: Library Resources

Approved: 11/17/2005

Reviewed:

Revised: 10/23/2008, 7/21/2011, 6/18/2015, 5/24/2018, [4/15/2021](#)

Ames Public Library offers collections to further the Library's mission, "Ames Public Library – We connect you to the world of ideas." The freedom to know is the foundation of our democracy. Ames Public Library strives to be an information center for the Ames community to preserve and encourage the free expression of ideas essential to informed citizens. The Ames Public Library Board of Trustees has adopted this Collections Policy to provide guidance for the selection and evaluation of materials to anticipate and meet the needs of the Ames community.

Responsibility for Selection

The Ames Public Library Board of Trustees delegates authority for the selection of materials to the Library Director and those members of staff designated by the director as selectors, who are charged with meeting the goals of the Collections Policy.

Materials Budget

The Ames Public Library Board of Trustees develops an annual materials budget in consultation with the director. This budget is certified by the Ames City Council. Each year the selectors develop budgets for their selection areas based on factors such as circulation statistics, cost per item, annual collection goals, and support of the strategic plan.

Selection Guidelines and Practices

The Ames community includes people from diverse educational, cultural and economic backgrounds who display a variety of interests, needs, values and viewpoints. Selections are based on general knowledge of the subject area and its literature, familiarity with the materials in the collection, an awareness of the selection tools for the subject, and recognition of community needs as identified by demographic ~~information~~ ~~circulation~~, statistical analyses, and customer requests. . The selectors apply professional standards and work within specific selection and review procedures.

~~Selectors recognize the importance of informed citizens who are familiar with their heritage and with issues facing the community.~~ Library customers will find materials to stimulate their imaginations and enhance their leisure time. Librarians support the role of a popular materials center by selecting materials to serve the full range of ages, cultures, lifestyles, education, reading, and technology skills of citizens. The materials selected ~~represent~~ ~~reflect~~ the ~~diverse~~ ~~complex~~ cultures ~~shared by~~ ~~reflected in~~ the community. The collection includes diverse points of view and a choice of formats, treatments, and levels of difficulty. Librarians achieve a balanced collection through ~~a range~~ ~~the diversity~~ of materials, not an equality of numbers, working within constraints of budgets, availability, and space.

Ames Public Library is a popular materials center and does not attempt to duplicate the research resources of Iowa State University. The library does not collect material to support local school curricula, except when these materials also serve the general public. The Library does collect

supplementary materials that promote lifelong learning and provide a beginning point for those seeking more advanced information or materials.

The collection is generally not archival, and items are expected to be used frequently. The selectors oversee an annual assessment to ensure that the collection meets current needs and that a substantial percentage of the materials are less than five years old.

Ames Public Library adheres to the American Library Association's Library Bill of Rights and its interpretations, and The Freedom to Read and Freedom to View statements. Inclusion of material in the collection does not imply the library's endorsement of it or its contents. The Library recognizes that any given item may offend some patrons, but because the Library follows accepted principles of intellectual freedom, it will not remove specific titles solely because individuals or groups may find them objectionable.

Criteria for Selection

All materials are evaluated using the following criteria:

- Content fits within the mission and strategic plan of Ames Public Library
- Popular demand
- Cost
- Timeliness
- Scarcity of material on the subject and availability elsewhere
- ~~Suitability of form for library use~~
- Quality, ~~suitability,~~ and sustainability of the format
- Representation of diverse points of view and broad knowledge base
- Relevance to community needs
- Consideration of the work as a whole
- Technical quality

An item need not meet all of these criteria in order to be acceptable. Other considerations may be applicable in specific subject areas.

Formats

Materials are purchased in the most appropriate sustainable format for library use. Ames Public Library recognizes the place of non-print formats in the collection as legitimate educational and recreational resources for the community. The Library monitors the development of new formats and [materials and](#) may add these to the collection. The continuation of current formats and the adoption of new [formats ones](#) will be based on an analysis of market acceptance of the format, its ability to provide a cost-effective alternative to existing formats, and the Library's financial ability to acquire, process, and maintain a sufficient collection.

Ames Public Library acquires materials in formats that are [useful accessible](#) ~~for to~~ citizens with [disabilities a variety of needs](#). Selectors will develop these collections as demand indicates, and will be alert for new formats that may be appropriate.

Multiple Copies

Ames Public Library may respond directly to community and customer interests by purchasing multiple copies of certain items. While the Library's budgetary resources do not allow for the purchase of multiple copies of every title owned, the budget is structured to provide multiple copies of high demand items. The number of duplicate copies purchased may be determined by the number of holds placed on a given title. The Library strives to meet temporary demand and still build a collection with breadth and depth.

Customer Requests

Ames Public Library customers are encouraged to recommend purchase of library materials. These requests are evaluated using the selection criteria reflected elsewhere in this policy. "Customer Request Forms" are available online at Ames Public Library's website: www.amespubliclibrary.org.

World Language Materials

~~The Library generally does not acquire materials in languages other than English; nor does it acquire foreign language films that do not provide an option for English subtitles.~~ The Library ~~may~~ maintains a ~~limited~~ select collection of world language materials in both the adult and youth collections for recreational reading, general interest, and to support world language programs. Languages selected for this collection are based on community data, availability of library-quality material and records, and reflects strategic plan goals.

Special Collections

Ames Public Library supports the acquisition and preservation of useful and important historical, municipal, public ~~school~~, and genealogical materials relating to Ames and Story County. Materials may be obtained in print and electronic formats. The development of special collections will focus on the following areas:

- **Farwell Brown Photographic Archive:** Ames Public Library will work in cooperation with Ames ~~Historical Society~~ History Museum to ~~develop and~~ maintain the print and digital archive.
- **Heritage Room:** Ames Public Library may acquire and maintain useful and important historical and municipal publications relating to Ames, ~~and Story, and surrounding counties.~~ ~~County.~~ Ames Public Library will work in cooperation with Ames Historical Society History Museum and Iowa State University Special Collections and University Archives to determine the disposition of materials of local historical interest.
- **Genealogy Collection:** Ames Public Library will acquire and maintain relevant genealogical materials in cooperation with the Story County ~~Chapter of the Iowa~~ Genealogical Society. The chapter is responsible for recommending new materials for the genealogy collection.

Collection Assessment

Circulating collections undergo an annual assessment to make space for current materials, to make collections more attractive, to facilitate ease of use by customers and staff, and to reduce the damage to materials caused by overcrowding, space limitations, and overuse. Assessment decisions are based on the following criteria:

- Currency
- Accuracy
- Use and vitality based on analysis of collection measures

- Wear and damage
- Durability
- Changes in format
- Duplicated holdings with low demand
- Space limitations
- Community interest
- Availability from other libraries
- Strategic plan priorities
- Sustainability of format

Placement of Materials

Ames Public Library Resource Services staff uses the Dewey decimal classification system and Library of Congress subject headings to place materials in the proper subject area and to assign them to shelving categories. Selectors ~~take into account~~ consider age recommendations in reviews as they choose and classify materials.

Ames Public Library shelving areas are divided in sections such as Juvenile, Reference, Fiction, and DVDs for ease of use, but customers of any age may use materials in all sections of the library. It is the responsibility of parents or legal guardians, not Ames Public Library staff, to monitor library use by minors.

Expressions of Concern

The Ames Public Library Director and the Board of Trustees welcome feedback from customers. Any customer concerns will be handled promptly and courteously as detailed in the Expressions of Concern Policy.

References

This policy has been developed in concert with:

Ames Public Library Policies

[Mission Statement](#)

[Donations Policy](#)

[Internet Use Policy](#)

American Library Association Documents

[Library Bill of Rights](#) and its [interpretations](#)

[The Freedom to Read Statement](#)

[Freedom to View Statement](#)

Collections Policy

**BOARD OF TRUSTEES
AMES PUBLIC LIBRARY
APRIL 15, 2021**

Be it resolved that the Board of Trustees, Ames Public Library, approves revisions to the Collections Policy as presented.

Sandra Marcu, President

Charles Glatz, Secretary



Circulation and Customer Accounts Policy

Section: Library Operations

Approved: 7/24/1996

Reviewed:

Revised: 9/16/2004, 10/10/2005, 4/16/2009, 5/20/2010, 10/18/2012, 11/21/2013, 1/15/2015, 1/18/2018, 1/17/2019, 10/15/2020, [4/15/2021](#)

Ames Public Library strives to provide all customers with fair and equal access to library materials.

Library Materials and Services

All customers may have access to library materials while in the building or on the bookmobile.

A valid library account is required to make use of some library services. To be eligible to check out library materials, customers must have a library borrower account in good standing. To use public access computers, customers must have a borrower account or a computer use account.

Library Borrower Accounts

Account Application and Activity:

Residents of the state of Iowa are eligible to register for a library borrower account. Residents of cities not in compliance with Iowa's Open Access agreement are excepted.

- To open a borrower account, customers must present a completed registration form, valid photo ID (required for persons age ~~16-18~~ and older), and proof of current residence.
 - A photo ID may include a valid driver's license, state issued ID, school ID, or passport.
 - Proof of current residence may include a valid driver's license, recent utility bill, lease, car registration, or a piece of mail received at the current address within the last 30 days.
- Library borrower accounts are active for a period of one to two (1-2) years and must be renewed by verifying/updating account information.
- A photo ID is required for customers age ~~16-18~~ and older to replace a lost or stolen card or to retrieve a card from library lost and found.
- Library borrower accounts can be closed only when all materials have been returned and all fees have been paid. The account holder or adult responsible for a Family Account or Professional Account may request closure.

Account Types:

Ames Public Library offers ~~four~~ five types of borrower accounts: *Individual Account*, ~~*Family-Shared Account*~~, *Student Account*, *Educator Account*, and *Professional Account*. Customers may have more than one type of account.

Individual Account

- An Individual Account may only be used by the person opening the account.
- Information about the Individual Account may only be given to the person whose name is on that account.

- Children-Customers must be at least age 5 to apply for an Individual Account.

Family-Shared Account

- A Family-Shared Account may be opened by an adult (age 18 or older) who agrees to take responsibility for the account.
- The responsible adult may add or remove the name or names of other persons they wish to be authorized to use the account. -
- Family-Shared Account customers share account privileges with other authorized users and any member may exercise those privileges independently.
- Information about a Family-Shared Account may be given to any person whose name appears on that account.
- Individual members may remove themselves from Family-Shared Accounts.

Student Account

- Student Accounts are created in partnership with Ames Community School District (ACSD) through ACSD registration process.
- Parents or students may choose to opt-out of or delete a student account at any point.
- ACSD students K-12 are eligible for a library account issued electronically.
- Student accounts are limited to checkout of 3 physical items at a time.
- A Student Account may only be used by the named student on the account.
- Information about the Student Account may only be given to the person whose name is on that account.

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Educator Account

- An Educator Account may be opened by an adult (age 18 or older) who agrees to take responsibility for the account.
- An Educator Account requires a signed statement of responsibility, valid photo ID, proof of residence, and proof of employment at a qualifying organization (e.g. school, home school or daycare).
- Educator Accounts can also be created in partnership with Ames Community School District.
- An Educator Account may only be used by the person opening the account.
- Information about the Educator Account may only be given to the person whose name is on that account.

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Professional Account

- A Professional Account may be opened for an organization by an adult (age 18 or older) who agrees to take responsibility for the account.
- A Professional Account requires a signed statement of responsibility and the approval of the Customer Account Services Manager.
- The named responsible party may add other persons to the account.
- The named responsible party may remove other persons from the Professional Account and any persons named on the account may remove themselves.
- Professional Account customers share account privileges with other account members and any member may exercise those privileges independently.
- Information about the Professional Account may be given to any person whose name appears on that account.

Computer Use Account

Account Application and Activity:

Anyone who is not the named responsible party on a borrower account is eligible to register for a Computer Use Account.

- To open an account, customers must present a completed registration form and photo ID (required for persons age 16 and older).
 - A photo ID may include a driver's license, state-issued ID, school ID, or passport.
 - A customer who does not have a photo ID may provide proof of residence in place of the photo ID.
 - Parents may serve as proof of identity in lieu of a photo ID for children under age 17.
- A Computer Use Account may be used only by the individual card holder.
- Computer Use Accounts are active for a period of one year.
- Computer Use Accounts may be closed at any time upon request by the cardholder.
- ~~A photo ID is required for customers age 16 and older to replace a lost or stolen computer use card or to retrieve a card from library lost and found.~~

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Customer Responsibilities

- Customers are expected to comply with the library's policies and procedures.
- Customers are expected to comply with copyright laws, and the library assumes no responsibility for customer infractions of copyright laws while using library materials.
- Customers are expected to use their own library cards when checking out materials or conducting other library transactions. Customers with valid library borrower accounts may request that circulating items be held for them; requests are added to queue lists in the order they are received.
- Customers must notify the library of changes in account information (name, address, telephone numbers, etc.).
- Customers must notify the library immediately when a library card is lost or stolen; customers are responsible for all account activity until the library is notified about a lost/stolen card. The library operates under implied consent - the expectation that a customer in possession of another person's card has their consent to use it.
- Customers must not tamper with or alter library materials in any way.
- Customers must return library materials, including all parts and packaging, in good condition. (City of Ames Municipal Code, Sec. 15.12 Library Regulations)
- The responsible party on a borrower account must manage that account and pay any fees accrued.

Fees

Some materials are designated by the library as non-circulating. Other library materials have pre-determined check out and renewal periods.

The library charges fees to encourage compliance with procedures which promote fair and equal access to limited resources for all customers. Customers may be notified of overdue materials, outstanding fees, or problems with their borrower account by telephone, email notices, printed notices, and/or other means. Please note: fees apply whether or not the notification is sent or received.

- The library charges for lost or damaged library materials.
- The library charges for lost or damaged parts or pieces of library materials.
- The library may charge for repairable damage to library materials.

- Customer borrowing privileges are suspended when fee limits are surpassed.
- More extensive measures may be taken for excessively delinquent accounts, including the use of a collection agency and/or prosecution in a municipal court.
- A list of fees is available as an addendum to this policy.
- The library may offer programs that allow options for the payment of fees (such as a payment plan or a fee alternative program).
- The library may reduce or eliminate charges as part of a promotional activity or due to extenuating circumstances.

References

Ames Public Library [Confidentiality and Library User Records Policy](#)

Circulation and Customer Accounts Policy

**BOARD OF TRUSTEES
AMES PUBLIC LIBRARY
APRIL 15, 2021**

Be it resolved that the Board of Trustees, Ames Public Library, approves revisions to the Circulation and Customer Accounts Policy as presented.

Sandra Marcu, President

Charles Glatz, Secretary



Confidentiality and Library User Records Policy

Section: Library Operations

Approved: 07/16/2015*

Reviewed:

Revised: 08/20/2018

The Board of Trustees of Ames Public Library respects the privacy of users and recognizes its responsibility to protect that privacy in accordance with the Code of Iowa and the American Library Association's statement of professional ethics. Confidentiality of library records is central to intellectual freedom and directly related to the right to open inquiry without having the subject of one's interest examined or scrutinized by others. The Board of Trustees believes that public access to names of persons who hold Ames Public Library cards could discourage use of the Library.

Confidential Information

The Library will not reveal the identities of individual users for private, public or commercial use. The Library will hold confidential personal registration information such as address, phone number, and e-mail address, and personally identifiable uses of Library resources, including but not limited to:

- information sources consulted;
- information sought or received;
- reference interviews;
- materials used or borrowed;
- interlibrary loan records; and
- Internet and database search records.

All parties with authorized access to Library User Records are required to uphold confidentiality as specified by Library policies and applicable provisions of the Iowa Code, unless excepted below.

Exceptions

- The Library Director may authorize specific uses of the data contained in the Library's User Records by the Library in order to conduct Library business.
- The Library Director may authorize use of Library user contact information by Ames Public Library Friends Foundation for such purposes as fundraising, marketing, or advocacy.
- The Library interprets possession of a card (or card number) as consent to use it, unless it has been reported lost or stolen, or there is reason to believe that consent has not been given.
- Library User Records may be revealed to a collection agency or law enforcement personnel in the course of attempting to recover property or collect charges. Library User Records may be accessible by third party support personnel while providing routine software maintenance or troubleshooting.
- The Library contracts with third party vendors and library consortia that distribute electronic content through licensing agreements. The Library cannot guarantee the confidentiality of information sought or received, or materials consulted or borrowed from these vendors. Some vendors may gather information about library patrons through the registration process and/or

library transactions for their own marketing purposes. Customers using these resources are subject to the individual third-party terms and privacy policies.

- Contact information provided by the user to book a meeting room is considered public information.
- Illegal activity is not protected and Library Users have no expectation of privacy as to activity that violates the law. The Library may review User Records when a violation of law or Library policy is suspected.
- Library User Records shall be released to a criminal or juvenile justice agency when pursuant to a valid search warrant, subpoena or court order, or when otherwise authorized by law. Library staff will consult with the City's Legal Department in the event of such request for release of Library records, and will respond to the request according to the advice of counsel.

References

This policy has been developed in concert with [Code of Iowa Chapter22, "Examination of Public Records \(Open Records\)"](#) and [Code of Ethics of the American Library Association](#).

* Adopted upon removal of Confidentiality of Library Records and Use of Patron Database Policies.

Director Goals for FY 22

- 1) Phased Reopening of the Library- Continue to work with Board, City Leadership and staff to evaluate and safely phase in library service for the community.
- 2) Staff Development- focus on the areas of onboarding new employees and continual learning around Diversity, Equity and Inclusion and other strategic areas. Explore opportunities for a multilayered approach that emphasizes both individual and group learning and leadership opportunities.
- 3) Programming and Outreach- work with staff to right-size program offerings and evaluate partners relationships, aligning with the strategic plan and incorporating hybrid, in-person and virtual models as needed. Explore outreach and advocacy opportunities that support strategic plan priorities.

Background:

Custodial services for Ames Public Library are provided by a third party professional cleaning service. The tasks included in this service are all the routine daily cleaning tasks. The current contract expires on June 30, 2021.

On April 30, 2019, two bids were received as follows:

Bidder	Hourly Rate	Estimated Hours	Total Annual Cost
ABM, Des Moines IA	\$16.65	5498	\$91,541.70
Nationwide Office Care, Clive IA	\$16.92	5498	\$93,026.16

For the last two fiscal years ABM has provided relatively low cost custodial services for the Ames Public Library and ABM’s representatives have worked closely with Library staff to ensure high quality results and to accommodate the timing of library activities and public events. The hourly rate for the FY22 renewal FY22 is \$16.75.

Action: Administration recommends awarding the contract for FY2021/22 Custodial Services for the Ames Public Library to ABM, Des Moines, IA in the amount of \$91,857.

BID FORM

Company Name of Bidder: ABM

To the City of Ames, Iowa:

The undersigned as bidder, having examined and determined the scope of the contract documents, hereby proposes to provide the required labor, services, transportation, and other components necessary to perform the work as described in the contract documents, including addenda ____, ____, and ____ as follows.

CUSTODIAL SERVICES FOR LIBRARY: Contract Period: July 1, 2019 through June 30, 2020.

Provide all labor, supervision, and insurance, necessary to perform custodial services at the Ames Public Library, in accordance with Scope of Work. Base bid will be in cost per hour for individual employees assigned to complete the schedule provided in the Scope of Work. Work performed by contracted employees shall include all general duties, vacuuming, sweeping, mopping, floor machine scrubbing, interior glass cleaning and tasks assigned by the Facility Manager. The following prices shall remain firm from July 1, 2019 through June 20, 2020.

Total Contracted Hours per Week is 104:	HOURLY RATE:	\$ 16.65
TOTAL AMOUNT (HOURLY RATE x 5498 HOURS):		\$ 91,541.70

- The annual hours will fluctuate depending on what day of the week the holidays fall on.
- The cleaning contractor will not work on days the library is closed.

LIST OF SUBCONTRACTORS AND CITY APPROVAL:

All bidders shall include a complete list of all subcontractors used (if any) for routine services or bid options in this contract. The city reserves the right to reject any subcontractor listed. Replacement subcontractors or any change of previously approved subcontractors must be approved by the City prior to them entering the property or performing any services.

CONTRACT RENEWAL OPTION:

The Ames Public Library reserves the right to renew the contract for up to four additional twelve-month periods. Renewal is further subject to mutual agreement, successful performance, and Library approval.

RENEWAL PERIOD	HOURLY RATE	HOURS	TOTAL COST
7/1/20 - 6/30/21	\$ 16.65	5436 Hours	\$ 90,509.40
7/1/21 - 6/30/22	\$ 16.75	5484 Hours	\$ 91,857.00
7/1/22 - 6/30/23	\$ 16.85	5498 Hours	\$ 92,641.30
7/1/23 – 6/30/24	\$ 17.00	5498 Hours	\$ 93,466.00

The undersigned bidder certifies that this bid proposal is made in good faith without collusion or connection with any other person or persons bidding on the work.

The undersigned bidder states that this bid proposal is made in conformity with the contract documents and agrees that, in the event of any discrepancies or differences between any conditions of this bid proposal and the Contract Documents prepared by the City of Ames, Iowa, the provisions of the latter shall prevail.

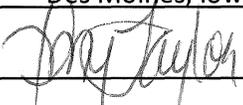
The contractor shall not include sales or use taxes in the bid. Pursuant to the Iowa Code and Iowa Administrative Code, the contractor will be authorized to purchase building materials that will be incorporated into real property on this project tax-free.

Submitted this 30th day of April, 2019

Company Name of Bidder ABM

Address of Bidder 1509 Michigan Street

City, State, & Zip Code Des Moines, Iowa 50314

Signature of Authorized Agent 

Printed Name and Title Amy Taylor – Business Development Manager

Telephone Number 515-718-9095

Fax Number 515-682-7856

E-mail Address amy.taylor@abm.com

- Local Vendor with a valid local business certificate. City of Ames notarized Local Business Certificate may be included in this response or a current valid certificate on file in Purchasing.

Check appropriate box:

Individual/Sole Proprietor C Corporation S Corporation Partnership Trust/Estate Single-Member LLC

Limited Liability Company. Enter the tax classification (C=Corporation, S=S Corporation, P=Partnership)

Note: For single-member LLC that is disregarded, do not check LLC. Check the appropriate box in the line above for the tax classification of the single-member owner.

Other _____ Taxpayer Identification Number (TIN) _____ -

FY22 Custodial Contract

**BOARD OF TRUSTEES
AMES PUBLIC LIBRARY
APRIL 15, 2021**

Be it resolved that the Board of Trustees, Ames Public Library, recommends that the City Council award the FY22 contract for library custodial services to ABM in the amount of \$91,857.00.

Sandra Marcu, President

Charles Glatz, Secretary

Background: In January 2014, after evaluating competitive proposals, the Library purchased the Polaris Integrated Library System (ILS). The system's modules include acquisitions, cataloging, circulation, inventory, the public access catalog, borrower record keeping, home delivery, and various administrative modules. Polaris was purchased by Innovative Interfaces, Inc. in 2015 (III) and III is now the sole maintenance provider.

The III maintenance contract for fiscal year 2021/22 (FY22) will cost \$31,463.70. The cost in 2020/21 (FY21) was \$30,277.27. Services include licenses, software maintenance, and technical support for the hardware and operating systems. Itemized costs are shown on the following pages and the prices correspond to the quotes provided when the contract was executed in 2014. III has submitted the Affirmative Action documentation required by the City for contracts in excess of \$25,000.

The Library is pleased with the performance and functionality of Polaris and the responsiveness of III representatives. Funding for renewal of the agreement is included in the approved FY22 budget.

Requested Action: Staff requests that the Library Board approve renewal of the Annual Maintenance Agreement for the Polaris ILS with Innovative Interfaces, Inc. for fiscal year 2021/22 at a cost of \$31,463.70.



Invoice

Page 1 of 2

Innovative Interfaces, Inc.
 1900 Powell St.
 Suite 400
 Emeryville CA 94608
 United States
 billing@iii.com

Invoice #	INV-INC27855
Invoice Date	4/5/2021
Terms	
PO #	
Due Date	6/30/2021
Site Code	AMES1846
Created From	Sales Order #SO-INC28535
Currency	US Dollar

Bill To

Ames Public Library
 515 Douglas Avenue
 Ames IA 50010
 United States

Qty	Description	Options	Amount
60	Polaris Staff User Licenses Maintenance		18,094.26
6	Polaris Self Check Station Maintenance		669.66
1	Polaris API Maintenance		1,861.21
1	Polaris Community Profiles Maintenance		372.47
1	Polaris Outreach Services Maintenance		620.03
1	Polaris RFID Integration Maintenance		992.50
1	Polaris Core Bundle Maintenance for public libraries		3,183.35
	1 July 2021 - 30 June 2022, Year 1 of 3.		

Invoice

Invoice # INV-INC27855

Innovative Interfaces, Inc.
 1900 Powell St.
 Suite 400
 Emeryville CA 94608
 United States
 billing@iii.com

Qty	Description	Options	Amount

Total 25,793.48
Amount Due US\$25,793.48

FEIN 94-2553274

Please remit electronically to:
 Bank of America, N.A.
 ABA/Routing Code: 026009593
 SWIFT (USD Payments) : BOFAUS3N
 SWIFT (non-USD Payments) : BOFAUS6S
 Beneficiary: Innovative Interfaces Incorporated
 Beneficiary Account: 1416200046

For payments remitted by check via regular mail:
 Innovative Interfaces, Inc
 PO Box 74008010
 Chicago, IL 60674-8010

For payments remitted by check via FedEx and/or UPS:
 Bank of America Lockbox Services
 Innovative Interfaces, Inc
 LBX #74008010
 540 W Madison, FL 4
 Chicago, IL 60661

Please help fight phishing and other fraud attempts. Confirm any requests to change Innovative's payment Bank Account Details by calling your trusted contact at Innovative

For billing inquiries contact us at:
 1-510-655-6200 or billing@iii.com



Invoice

Innovative Interfaces, Inc.
 1900 Powell St.
 Suite 400
 Emeryville CA 94608
 United States
 billing@iii.com

Invoice # INV-INC27856
Invoice Date 4/5/2021
Terms
PO #
Due Date 6/30/2021
Site Code AMES1846
Created From Sales Order #SO-INC28536
Currency US Dollar

Bill To

Ames Public Library
 515 Douglas Avenue
 Ames IA 50010
 United States

Qty	Description	Options	Amount
1	Polaris Database Synch Service		246.82
1	Polaris Automatic Authority Control		2,044.04
1	eContent Integration Subscriptopn	Overdrive: No RB Digital: No Axis 360: No	1,533.03
1	Syndetics Subscription 1 July 2021 - 30 June 2022, Year 1 of 3.		1,568.23

Total 5,392.12
Amount Due US\$5,392.12

FEIN 94-2553274

Please remit electronically to:
 Bank of America, N.A.
 ABA/Routing Code: 026009593
 SWIFT (USD Payments) : BOFAUS3N
 SWIFT (non-USD Payments) : BOFAUS6S
 Beneficiary: Innovative Interfaces Incorporated
 Beneficiary Account: 1416200046

For payments remitted by check via regular mail:
 Innovative Interfaces, Inc
 PO Box 74008010
 Chicago, IL 60674-8010

For payments remitted by check via FedEx and/or UPS:
 Bank of America Lockbox Services
 Innovative Interfaces, Inc
 LBX #74008010
 540 W Madison, FL 4
 Chicago, IL 60661

Please help fight phishing and other fraud attempts. Confirm any requests to change Innovative's payment Bank Account Details by calling your trusted contact at Innovative

For billing inquiries contact us at:
 1-510-655-6200 or billing@iii.com



Invoice

Innovative Interfaces, Inc.
 1900 Powell St.
 Suite 400
 Emeryville CA 94608
 United States
 billing@iii.com

Invoice # INV-INC27875
Invoice Date 4/5/2021
Terms
PO #
Due Date 6/30/2021
Site Code AMES1846
Created From Sales Order #SO-INC28975
Currency US Dollar

Bill To

Ames Public Library
 515 Douglas Avenue
 Ames IA 50010
 United States

Qty	Description	Options	Amount
1	Content Carousel Maintenance 1 August 2021 - 31 July 2022		278.10

Total Amount Due 278.10
 US\$278.10

FEIN 94-2553274

Please remit electronically to:
 Bank of America, N.A.
 ABA/Routing Code: 026009593
 SWIFT (USD Payments) : BOFAUS3N
 SWIFT (non-USD Payments) : BOFAUS6S
 Beneficiary: Innovative Interfaces Incorporated
 Beneficiary Account: 1416200046

Please help fight phishing and other fraud attempts. Confirm any requests to change Innovative's payment Bank Account Details by calling your trusted contact at Innovative

For billing inquiries contact us at:
 1-510-655-6200 or billing@iii.com

For payments remitted by check via regular mail:
 Innovative Interfaces, Inc
 PO Box 74008010
 Chicago, IL 60674-8010

For payments remitted by check via FedEx and/or UPS:
 Bank of America Lockbox Services
 Innovative Interfaces, Inc
 LBX #74008010
 540 W Madison, FL 4
 Chicago, IL 60661

FY22 Annual Maintenance Agreement Renewal with Innovative Interfaces, Inc.

**BOARD OF TRUSTEES
AMES PUBLIC LIBRARY
APRIL 15, 2021**

Be it resolved that the Board of Trustees, Ames Public Library, approves renewal of the Annual Maintenance Agreement for the Polaris Integrated Library System with Innovative Interfaces, Inc. for fiscal year 2021/22 at a cost of \$31,463.70.

Sandra Marcu, President

Charles Glatz, Secretary

Background:

Copier/printer equipment for the staff work areas and the main public unit in Adult Services has been leased from Premier for over 15 years.

The lease from 7/2007 to 7/2012 was at a cost of \$1243 per month and included the first 25,000 prints. The lease from 4/2016 to 4/21 was at a cost of \$659.70 per month plus the cost of prints which range from \$0.049 to \$0.0996 per page.

Our current renewal rate is quoted at a cost of \$516 per month plus the cost of prints ranging from \$0.0047 to \$0.039 per page. It should be noted that a separate month to month agreement will remain in place for the public unit as we research alternative products.

We have a good working relationship with Premier Office Equipment. Staff have been happy with their service and products.

Action: Administration recommends renewing the lease for the 2021-2026 period with Premier Office Equipment.

Lease Agreement



Supplier Name & Address: PREMIER OFFICE EQUIPMENT INC. 1510 E. Olive St. Marshalltown, Iowa 50158			
Owner: XEROX FINANCIAL SERVICES LLC - 201 Merritt 7, Norwalk, CT 06851		Agreement Number:	
CUSTOMER INFORMATION			
Full Legal Name: Ames Public Library			Phone: (515) 239-5646
Billing Address: 515 Douglas Ave		Contact Name: Sheila Schofer	
City: Ames	State: IA	Zip Code: 50010	Contact Email: sschofer@amespubliclibrary.org
EQUIPMENT			
Quantity	Model and Description	Quantity	Model and Description
3	Xerox VersaLink C7025T	1	PaperCut MF
1	Xerox PrimeLink C9065	4	Badge Readers
1	Xerox EX-i Print Server		
Equipment Location (if different from Billing Address):			
TERM		LEASE PAYMENT - (Monthly frequency unless otherwise noted)	
Initial Term: 60 (in months)	Lease Payment (plus applicable taxes): \$516.00	<input checked="" type="checkbox"/> Fair Market Value Purchase Option ("FMV") <input type="checkbox"/> \$1 Purchase Option	
Frequency: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually			
CUSTOMER ACCEPTANCE			
BY YOUR SIGNATURE BELOW, YOU ACKNOWLEDGE THAT YOU ARE ENTERING INTO A NON-CANCELLABLE AGREEMENT AND THAT YOU HAVE READ AND AGREED TO ALL APPLICABLE TERMS AND CONDITIONS SET FORTH ON PAGES 1 AND 2 HEREOF.			
Authorized Signer X:		Date:	Federal Tax ID # (Required):
Print Name: Sheila Schofer		Title: Library Director	
OWNER ACCEPTANCE			
Accepted By: Xerox Financial Services LLC	Name and Title:		Date:
TERMS & CONDITIONS			

1. Definitions. The words "you" and "your" mean the legal entity identified in "Customer Information" above, and "XFS," "we," "us," "Owner" and "our" mean Xerox Financial Services LLC. "Party" means you or XFS, and "Parties" means both you and XFS. "Supplier" means the entity identified as "Supplier" above. "Acceptance Date" means the date you irrevocably determine Equipment has been delivered, installed and operating satisfactorily. "Agreement" means this Lease Agreement, including any attached Equipment schedule. "Commencement Date" will be a date after the Acceptance Date, as set forth in our first invoice, for the purpose of facilitating an orderly transition and to provide a uniform billing cycle. "Discount Rate" means 3% per annum. "Equipment" means the items identified in "Equipment" above and in any attached Equipment schedule, plus any Software (as defined in Section 3 hereof), attachments, accessories, replacements, replacement parts, substitutions, additions and repairs thereto. "Interim Period" means the period, if any, between the Acceptance Date and the Commencement Date. "Interim Payment" means one thirtieth of the Lease Payment multiplied by the number of days in the Interim Period. "Payment" means the Lease Payment specified above, Taxes and other charges you, Supplier and XFS agree will be invoiced by XFS. "Maintenance Agreement" means a separate agreement between you and Supplier for maintenance and support purposes. "Origination Fee" means a one-time fee of \$125 billed on your first invoice, which you agree to pay, covering origination, documentation, processing and other initial costs. "Term" means the Interim Period, if any, together with the Initial Term plus any subsequent renewal or extension terms. "UCC" means the Uniform Commercial Code of the State(s) where XFS must file UCC-1 financing statements to perfect its security interest in the Equipment.

2. Agreement, Payments and Late Payments. You agree and represent that the Equipment was selected, configured and negotiated by you based on your judgment and supplied by Supplier. At your request, XFS will acquire same from Supplier to lease to you hereunder and you agree to lease same from XFS. The Initial Term commences on the Commencement Date. You agree to pay XFS the first Payment plus any applicable Interim Payment no later than 30 days after the Commencement Date; each subsequent Payment shall be payable on the same date of each month thereafter. You agree to pay us all sums due under each invoice via check, Automated Clearing House debit, Electronic Funds Transfer or direct debit from your bank account by the due date. **If any Payment is not paid in full within 5 days after its due date, you will pay a late charge of the greater of 10% of the amount due or \$25, not to exceed the maximum amount permitted by law.** For each dishonored or returned Payment, you will be assessed the applicable fee, not to exceed \$35. Restrictive covenants on any method of payment will be ineffective.

3. Equipment and Software. To the extent that Equipment includes intangible property or associated services such as software licenses, such intangible property shall be referred to as "Software." You acknowledge and agree that XFS is not the licensor of such Software, and therefore has no right, title or interest in it, and you will comply throughout the Term with any license and/or other agreement ("Software License") with the supplier of the Software ("Software Supplier"). You are responsible for determining with the Supplier whether any Software Licenses are required, and entering into them with Software Supplier(s) no later than 30 days after the Acceptance Date. **YOU AGREE THE EQUIPMENT IS FOR YOUR LAWFUL BUSINESS USE IN THE UNITED STATES, WILL NOT BE USED FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES, AND IS NOT BEING ACQUIRED FOR RESALE.** You will not attach the Equipment as a fixture to real estate or make any permanent alterations to it.

4. Non-Cancellable Agreement. THIS AGREEMENT CANNOT BE CANCELLED OR TERMINATED BY YOU PRIOR TO THE END OF THE INITIAL TERM. YOUR OBLIGATION TO MAKE ALL PAYMENTS IS ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO DELAY, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM OR RECOURPMENT FOR ANY REASON WHATSOEVER, IRRESPECTIVE OF THE PERFORMANCE OF THE EQUIPMENT, SUPPLIER, ANY THIRD PARTY OR XFS. Any pursued claim by you against XFS for alleged breach of our obligations hereunder shall be asserted solely in a separate action; provided, however, that your obligations hereunder shall continue unabated.

5. End of Agreement Options. If a \$1 Purchase Option is designated, you will be deemed to have exercised your option to purchase the Equipment as of the Acceptance Date. If an FMV purchase option is designated, if you are not in default and if you provide no greater than 150 days and no less than 60 days' prior written notice to XFS, you may, at the end of the Initial Term or any renewal term ("End Date"), either (a) purchase all, but not less than all, of the Equipment by paying its fair market value, as determined by XFS in its sole but reasonable discretion ("Determined FMV"), plus Taxes, or (b) return the Equipment within 30 days of the End Date, at your expense, fully insured, to a continental US location XFS shall specify. You cannot return Equipment more than 30 days prior to the End Date without our consent. If we consent, we may charge you, in addition to all undiscounted amounts due hereunder, an early termination fee. If you have not elected one of the above options, this Agreement shall renew for successive 3-month terms. Either party may terminate the Agreement as of the end of any 3-month renewal term on 30 days' prior written notice and by taking one of the actions identified in (a) or (b) in the preceding sentence of this section. Any FMV purchase option shall be exercised with respect to each item of Equipment on the day immediately following the date of expiration of the Term of such item, and by the delivery at such time by you to XFS of payment, in form acceptable to XFS, of the amount of the applicable purchase price. Upon payment of the applicable amount, XFS shall transfer our interest in the Equipment to you on an "AS IS, WHERE IS," "WITH ALL FAULTS" basis, without representation or warranty of any kind.

6. Equipment Delivery and Maintenance. You should arrange with Supplier to have the Equipment delivered to you at the location(s) specified herein, and you agree to execute a Delivery & Acceptance Certificate at XFS's request (and confirm same via telephone and/or electronically) confirming when you have received, inspected and irrevocably accepted the Equipment, and authorize XFS to fund the Supplier for the Equipment. If you fail to accept the Equipment, you shall no longer have any obligations hereunder; however, you remain liable for any Equipment purchase order or other contract issued on your behalf directly with Supplier. Equipment may not be moved to another physical address without XFS's prior written consent, which shall not be unreasonably withheld or delayed. You agree that you will not take the Equipment out of service during the Term. You shall permit XFS or its agent to inspect Equipment and any maintenance records relating thereto during your normal business hours upon reasonable notice. You represent you have entered into a Maintenance Agreement to maintain the Equipment in good working order in accordance with the manufacturer's maintenance guidelines and to provide you with Equipment supplies. **You acknowledge that XFS is acting solely as an administrator for Supplier with respect to the billing and collecting of the charges under any Maintenance Agreement. XFS IS NOT LIABLE FOR ANY BREACH BY SUPPLIER OF ANY OF ITS OBLIGATIONS TO YOU, NOR WILL ANY OF YOUR OBLIGATIONS HEREUNDER BE MODIFIED, RELEASED OR EXCUSED BY ANY ALLEGED BREACH BY SUPPLIER.**

7. Equipment Ownership, Labeling and UCC Filing. If and to the extent a court deems this Agreement to be a security agreement under the UCC, and otherwise for precautionary purposes only, you grant XFS a first priority security interest in your interest in the Equipment as defined above in order to secure your performance hereunder. Unless a \$1 Purchase Option is applicable, XFS is and shall remain the sole owner of the Equipment, except the Software. You authorize XFS to file a UCC financing statement to show, and to do all other acts to protect, our interest in the Equipment. You agree to pay any filing fees and administrative costs for the filing of such financing statements. You agree to keep the Equipment free from any liens or encumbrances and to promptly notify XFS if there is any change in your organization such that a re-filing or amendment to XFS's financing statement against you becomes necessary.

8. Equipment Return. If the Equipment is returned to XFS, it shall be in the same condition as when delivered to you, except for "ordinary wear and tear" and, if not in such condition, you will be liable for all expenses XFS incurs to return the Equipment to such condition. **IT IS SOLELY YOUR RESPONSIBILITY TO SECURE ANY SENSITIVE DATA AND PERMANENTLY DELETE SUCH DATA FROM THE INTERNAL MEDIA STORAGE PRIOR TO RETURNING THE EQUIPMENT TO XFS. YOU SHALL HOLD XFS HARMLESS FROM YOUR FAILURE TO SECURE AND PERMANENTLY DELETE ALL SUCH CUSTOMER DATA AS OUTLINED IN THIS SECTION.**

9. Assignment. YOU MAY NOT ASSIGN, SELL, PLEDGE, TRANSFER, SUBLEASE OR PART WITH POSSESSION OF THE EQUIPMENT, THIS AGREEMENT OR ANY OF YOUR RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT (COLLECTIVELY "ASSIGNMENT") WITHOUT XFS'S PRIOR WRITTEN CONSENT, WHICH SHALL NOT BE UNREASONABLY WITHHELD, BUT SUBJECT TO THE SOLE EXERCISE OF XFS'S REASONABLE CREDIT DISCRETION AND EXECUTION OF ANY NECESSARY ASSIGNMENT DOCUMENTATION. If XFS agrees to an Assignment, you agree to pay the applicable assignment fee and reimburse XFS for any costs we incur in connection with that Assignment, which in the aggregate shall not exceed \$250. XFS may sell, assign or transfer all or any part of the Equipment, this Agreement and/or any of our rights (but none of our obligations except for invoicing and tax administration) hereunder. XFS's assignee will have the same rights that we have to the extent assigned. YOU AGREE NOT TO ASSERT AGAINST SUCH ASSIGNEE ANY CLAIMS, DEFENSES, COUNTERCLAIMS, RECOURPMENTS, OR SET-OFFS THAT YOU MAY HAVE AGAINST XFS, and you agree to remit Payments to such Assignee if so designated. XFS agrees and acknowledges that any Assignment by us will not materially change your obligations hereunder.

10. Taxes. You will be responsible for, indemnify and hold XFS harmless from, all applicable taxes, fees or charges (including sales, use, personal property and transfer taxes (other than net income taxes), plus interest and penalties) assessed by any governmental entity on you, the Equipment, this Agreement, or the amounts payable hereunder (collectively, "Taxes"), which will be included in XFS's invoices to you unless you timely provide continuing proof of your tax exempt status. Regardless of your tax-exempt status, XFS reserves the right to pass through, and you agree to pay, any such Taxes that are actually assessed by the applicable State on XFS as lessor of the Equipment. For jurisdictions where certain taxes are calculated and paid at the time of agreement initiation, you authorize XFS to finance and adjust your Payment to include such Taxes over the Term. Unless and until XFS notifies you in writing to the contrary, the following shall apply to personal property taxes and returns. If an FMV purchase option is applicable, XFS will file all personal property tax returns covering the Equipment, pay the personal property taxes levied or assessed thereon, and collect from your account all personal property taxes on the Equipment. If a \$1 purchase option is applicable, you will file all personal property tax returns covering the Equipment, pay the personal property taxes levied or assessed thereon, and provide us proof thereof upon our request. XFS MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE TAX OR ACCOUNTING TREATMENT OF THIS AGREEMENT.

11. Equipment Warranty Information and Disclaimers. XFS HAS NO INVOLVEMENT IN THE DESIGN, MANUFACTURE, SALE, DELIVERY, INSTALLATION, USE OR MAINTENANCE OF THE EQUIPMENT. THEREFORE, XFS DISCLAIMS, AND YOU WAIVE SOLELY AGAINST XFS, ALL EQUIPMENT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE, AND XFS MAKES NO REPRESENTATIONS WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE EQUIPMENT'S SUITABILITY, FUNCTIONALITY, DURABILITY OR CONDITION. Since you have selected the Equipment and Supplier, you acknowledge that you are aware of the name of the manufacturer of each item of Equipment, Supplier's contact information, and agree that you will contact manufacturer and/or Supplier for a description of any warranty rights you may have under the Equipment supply contract, sales order, or otherwise. Provided you are not in default hereunder, XFS hereby assigns to you any Equipment warranty rights we may have against Supplier or manufacturer. If the Equipment is returned to XFS or you are in default, such rights are deemed reassigned by you to XFS. **IF THE EQUIPMENT IS NOT PROPERLY INSTALLED, DOES NOT OPERATE AS WARRANTED, BECOMES OBSOLETE, OR IS UNSAFE FOR ANY REASON WHATSOEVER, YOU SHALL MAKE ALL RELATED CLAIMS SOLELY AGAINST MANUFACTURER OR SUPPLIER AND NOT AGAINST XFS, AND YOU SHALL NEVERTHELESS CONTINUE TO PAY ALL PAYMENTS AND OTHER SUMS PAYABLE UNDER THIS AGREEMENT.**

12. Liability and Indemnification. XFS IS NOT RESPONSIBLE FOR ANY LOSSES, DAMAGES, EXPENSES OR INJURIES OF ANY KIND OR TYPE, INCLUDING, BUT NOT LIMITED TO, ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (COLLECTIVELY, "CLAIMS") TO YOU OR ANY THIRD PARTY CAUSED BY THE EQUIPMENT OR ITS USE. You assume the risk of liability for, and hereby agree to indemnify and hold safe and harmless, and covenant to defend, XFS, its employees, officers and agents from and against: (a) any and all Claims (including legal expenses of every kind and nature) arising out of the acceptance or rejection, ownership, leasing, possession, operation, use, return or other disposition of the Equipment; and (b) any and all loss or damage of or to the Equipment. Neither sentence in this Section shall apply to Claims arising directly and proximately from XFS's gross negligence or willful misconduct.

13. Default and Remedies. You will be in default hereunder if XFS does not receive any Payment within 10 days after its due date, or you breach any other material obligation hereunder or any other agreement with XFS. If you default, and such default continues for 10 days after XFS provides notice to you, XFS may, in addition to other remedies (including disabling or repossessing the Equipment and/or requesting Supplier to cease performing under the Maintenance Agreement), immediately require you to do one or more of the following; (a) as liquidated damages for loss of bargain and not as a penalty, pay the sum of (i) all amounts then past due, plus interest from the due date until paid at the rate of 1.5% per month; (ii) the Payments remaining in the Term (including the fixed maintenance component thereof, if permitted under the Maintenance Agreement), discounted at the Discount Rate to the date of default, (iii) the Equipment's booked residual, and (iv) Taxes; and (b) require you to return the Equipment as provided in Sections 5 and 8 hereof. You agree to pay all reasonable costs, including attorneys' fees and disbursements, incurred by XFS to enforce this Agreement.

14. Risk of Loss and Insurance. You assume and agree to bear the entire risk of loss, theft, destruction or other impairment of the Equipment upon delivery. You, at your own expense, (i) shall keep Equipment insured against loss or damage at a minimum of full replacement value thereof, and (ii) shall carry liability insurance against bodily injury, including death, and against property damage in the amount of at least \$2 million (collectively, "Required Insurance"). All such Equipment loss/damage insurance shall be with lender's loss payable to "XFS, its successors and/or assigns, as their interests may appear," and shall be with companies reasonably acceptable to XFS. XFS shall be named as an additional insured on all liability insurance policies. The Required Insurance shall provide for 30 days' prior notice to XFS of cancellation.

YOU MUST PROVIDE XFS OR OUR DESIGNEES WITH SATISFACTORY WRITTEN EVIDENCE OF REQUIRED INSURANCE WITHIN 30 DAYS OF THE ACCEPTANCE DATE AND ANY SUBSEQUENT WRITTEN REQUEST BY XFS OR OUR DESIGNEES. IF YOU DO NOT DO SO, THEN IN LIEU OF OTHER REMEDIES FOR DEFAULT, XFS IN OUR DISCRETION AND AT OUR SOLE OPTION MAY (BUT IS NOT REQUIRED TO) OBTAIN INSURANCE FROM AN INSURER OF XFS'S CHOOSING, WHICH MAY BE AN XFS AFFILIATE, IN SUCH FORMS AND AMOUNTS AS XFS DEEMS REASONABLE TO PROTECT XFS'S INTERESTS (COLLECTIVELY "EQUIPMENT INSURANCE"). EQUIPMENT INSURANCE WILL COVER THE EQUIPMENT AND XFS; IT WILL NOT NAME YOU AS AN INSURED AND MAY NOT COVER ALL OF YOUR INTEREST IN THE EQUIPMENT AND WILL BE SUBJECT TO CANCELLATION AT ANY TIME. YOU AGREE TO PAY XFS PERIODIC CHARGES FOR EQUIPMENT INSURANCE (COLLECTIVELY "INSURANCE CHARGES") THAT INCLUDE: AN INSURANCE PREMIUM THAT MAY BE HIGHER THAN IF YOU MAINTAINED THE REQUIRED INSURANCE SEPARATELY; A FINANCE CHARGE OF UP TO 1.5% PER MONTH ON ANY ADVANCES MADE BY XFS OR OUR AGENTS; AND COMMISSIONS, BILLING AND PROCESSING FEES; ANY OR ALL OF WHICH MAY GENERATE A PROFIT TO XFS OR OUR AGENTS. XFS MAY ADD INSURANCE CHARGES TO EACH PAYMENT. XFS shall discontinue billing or debiting Insurance Charges for Equipment Insurance upon receipt and review of satisfactory evidence of Required Insurance.

You must promptly notify XFS of any loss or damage to Equipment which makes any item of Equipment unfit for continued or repairable use. You hereby irrevocably appoint XFS as your attorney-in-fact to execute and endorse all checks or drafts in your name to collect under any such Required Insurance. Insurance proceeds from Required Insurance or Equipment Insurance received shall be applied, at XFS's option, to (x) restore the Equipment so that it is in the same condition as when delivered to you (normal wear and tear excepted), or (y) if the Equipment is not restorable, to replace it with like-kind condition Equipment from the same manufacturer, or (z) pay to XFS the greater of (i) the total unpaid Payments for the entire Term hereof (discounted to present value at the Discount Rate) plus, if an FMV purchase option is designated on the first page hereof, XFS's residual interest in such Equipment (herein agreed to be 20% of the Equipment's original cost to XFS) plus any other amounts due to XFS hereunder, or (ii) the Determined FMV immediately prior to the loss or damage. **NO LOSS OR DAMAGE TO EQUIPMENT, OR XFS'S RECEIPT AND APPLICATION OF INSURANCE PROCEEDS, SHALL RELIEVE YOU OF ANY OF YOUR REMAINING OBLIGATIONS UNDER THIS AGREEMENT.** Notwithstanding procurement of Equipment Insurance or Required Insurance, you remain primarily liable for performance under this Section in the event the applicable insurance carrier fails or refuses to pay any claim. YOU AGREE (I) AT XFS'S SOLE ELECTION TO ARBITRATE ANY DISPUTE WITH XFS, OUR AGENTS OR ASSIGNS REGARDING THE EQUIPMENT INSURANCE UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION IN FAIRFIELD COUNTY, CT, (II) THAT IF XFS MAKES THE FOREGOING ELECTION ARBITRATION (NOT A COURT) SHALL BE THE EXCLUSIVE REMEDY FOR SUCH DISPUTES; AND (III) THAT CLASS ARBITRATION IS NOT PERMITTED. This arbitration option does not apply to any other provision of this Agreement.

15. Finance Lease and Customer Waivers. The parties agree this Agreement shall be construed as a "finance lease" under UCC Article 2A. Customer waives its rights as a lessee under UCC 2A sections 508-522.

16. Authorization of Signer and Credit Review. You represent that you may lawfully enter into, and perform, this Agreement, that the individual signing this Agreement on your behalf has all necessary authority to do so, and that all financial information you provide accurately represents your financial condition. You agree to furnish financial information that XFS may request now, including your Federal Tax ID, and you authorize XFS to obtain credit reports on you in the future should you default or fail to make prompt payments hereunder.

17. Original and Sole Controlling Document. No Modifications Unless in Writing. This Agreement constitutes the entire agreement between the Parties as to the subjects addressed herein, and representations or statements not included herein are not part of this Agreement and are not binding on the Parties. You agree that an executed copy of this Agreement that is signed by your authorized representative and by XFS's authorized representative (an original manual signature or such signature reproduced by means of a reliable electronic form, such as electronic transmission of a facsimile or electronic signature) shall be marked "original" by XFS and shall constitute the only original document for all purposes. To the extent this Agreement constitutes UCC chattel paper, no security interest in this Agreement may be created except by the possession or transfer of the copy marked "original" by XFS. IF A PURCHASE ORDER OR OTHER DOCUMENT IS ISSUED BY YOU, NONE OF ITS TERMS AND CONDITIONS SHALL BE BINDING ON XFS, AS THE TERMS AND CONDITIONS OF THIS AGREEMENT EXCLUSIVELY GOVERN THE TRANSACTION DOCUMENTED HEREIN. SUPPLIER AND ITS REPRESENTATIVES ARE NOT OUR AGENTS AND ARE NOT AUTHORIZED TO MODIFY OR NEGOTIATE THE TERMS OF THIS AGREEMENT. THIS AGREEMENT MAY NOT BE AMENDED OR SUPPLEMENTED EXCEPT IN A WRITTEN AGREEMENT SIGNED BY AUTHORIZED REPRESENTATIVES OF THE PARTIES AND NO PROVISIONS CAN BE WAIVED EXCEPT IN A WRITING SIGNED BY XFS. You authorize XFS to insert or correct missing information on this Agreement, including but not limited to your proper legal name, agreement/numbers, serial numbers and other Equipment information, so long as there is no material impact to your financial obligations.

18. Governing Law, Jurisdiction, Venue and JURY TRIAL WAIVER. THIS AGREEMENT IS GOVERNED BY, AND SHALL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CONNECTICUT. THE JURISDICTION AND VENUE OF ANY ACTION TO ENFORCE THIS AGREEMENT, OR OTHERWISE RELATING TO THIS AGREEMENT, SHALL BE IN A FEDERAL OR STATE COURT IN FAIRFIELD COUNTY, CONNECTICUT OR, EXCLUSIVELY AT XFS'S OPTION, IN ANY OTHER FEDERAL OR STATE COURT WHERE THE EQUIPMENT IS LOCATED OR WHERE XFS'S OR YOUR PRINCIPAL PLACES OF BUSINESS ARE LOCATED, AND YOU HEREBY WAIVE ANY RIGHT TO TRANSFER VENUE. **THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION RELATED TO OR ARISING OUT OF THIS AGREEMENT.**

19. Miscellaneous. Your obligations under the "Taxes" and "Liability" Sections commence upon execution, and survive the expiration or earlier termination, of this Agreement. Notices hereunder must be in writing. Notices to you will be sent to the "Billing Address" provided on the first page hereof, and notices to XFS shall be sent to our address provided on the first page hereof. Notices will be deemed given 5 days after mailing by first class mail or 2 days after sending by nationally recognized overnight courier. Invoices are not considered notices and are not governed by the notice terms hereof. You authorize XFS to communicate with you by any electronic means (including cellular phone, email, automatic dialing and recorded messages) using any phone number (including cellular) or electronic address you provide to us. If a court finds any term of this Agreement unenforceable, the remaining terms will remain in effect. The failure by either Party to exercise any right or remedy will not constitute a waiver of such right or remedy. If more than one party has signed this Agreement as Customer, each such party agrees that its liability is joint and several. The following four sentences control over every other part of this Agreement: Both Parties will comply with applicable laws. XFS will not charge or collect any amounts in excess of those allowed by applicable law. Any part of this Agreement that would, but for the last four sentences of this Section, be read under any circumstances to allow for a charge higher than that allowed under any applicable legal limit, is modified by this Section to limit the amounts chargeable hereunder to the maximum amount allowed under the legal limit. If, in any circumstances, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by XFS in excess of that legally allowed will be applied by us to the payment of amounts legally owed hereunder or refunded to you.



NON-APPROPRIATIONS AMENDMENT

This is an amendment, dated and effective as of _____, to that certain Agreement # _____ (“Agreement”) between Ames Public Library, (“Customer”) and Xerox Financial Services LLC. All capitalized but undefined terms used in this Amendment shall have the meanings set forth in the Agreement.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree to amend the Agreement as follows:

Non-Appropriation. Your obligation to remit the Payments and any other amounts due is contingent upon approval of the appropriation of funds by your governing body. In the event funds are not appropriated for any forthcoming fiscal period equal to amounts due under the Agreement, and you have no other funds legally available to be allocated to the payment of your obligations hereunder, you may terminate the Agreement effective on the first day of such forthcoming fiscal period (“Termination Date”) if: (a) you have used due diligence to exhaust all funds legally available, and (b) XFS has received written notice from you at least 30 days before the Termination Date. At XFS’s request, you shall promptly provide supplemental documentation as to such non-appropriation. Upon the occurrence of such non-appropriation, you shall not be obligated for any Payment for any forthcoming fiscal period for which funds have not been so appropriated, and you shall promptly return the Equipment as set forth in the return provisions of this Agreement.

ACKNOWLEDGED AND ACCEPTED:

Customer: Ames Public Library

Authorized Signor: _____

Name/Title: Sheila Schofer / Library Director

Date: _____

Xerox Financial Services LLC

Accepted by: _____

Name/Title: _____

Date: _____



Premier Maintenance Plan

PREMIER OFFICE EQUIPMENT INC.

1510 E. Olive St.
Marshalltown, IA 50158
(641) 752-1200

2900 Justin Dr. # A
Urbandale, IA 50322
(515) 727-4567

A Xerox Company

Date: 4/7/2021

Salesperson: James Chevalier

BILL TO:

COMPANY NAME: Ames Public Library
ADDRESS: 515 Douglas Ave.
CITY/STATE/ZIP: Ames IA 50010
CONTACT: Sheila Schofer
PHONE: 515-239-5646
FAX: _____

SHIP TO:

COMPANY NAME: _____
ADDRESS: _____
CITY/STATE/ZIP: _____
PHONE: _____
METER CONTACT: Melissa Johannes
EMAIL ADDRESS: mjohannes@amespubliclibrary.org

EQUIPMENT DESCRIPTION

QTY	MAKE / MODEL #	TAG #	SERIAL #	B/W READING	COLOR READING
1	Xerox C7025T				
1	Xerox C7025T				
1	Xerox C7025T				
1	Xerox C9065				

COVERAGE INFORMATION

Coverage Dates: 4/ /2021 to 4/ /2026

Black & White Copies/Prints

Color Copies/Prints

- PREMIER PLATINUM PLAN
- PREMIER GOLD PLAN
- PREMIER PLAN

- PREMIER PLATINUM PLAN
- PREMIER GOLD PLAN
- PREMIER PLAN

Black & White Base Rate: CPC

Color Base Rate: CPC

Black & White Copies Included in Base: 0

Color Copies Included in Base: 0

Base Billed: **Monthly** Quarterly Annually

Base Billed: **Monthly** Quarterly Annually

Black & White Overage Rate: \$.0047

Color Overage Rate: \$.039

Overage Billed: **Monthly** Quarterly Annually

Overage Billed: **Monthly** Quarterly Annually

SPECIAL INSTRUCTIONS AND TERMS:

NET 10 DAYS 1.5% AFTER 30 DAYS (18% ANNUALLY)

Customer PO #

THE UNDERSIGNED WARRANTS THAT HE OR SHE HAS READ THE TERMS AND CONDITIONS ON THE REVERSE OF THIS DOCUMENT AND IS AUTHORIZED TO ENTER INTO THIS AGREEMENT ON BEHALF OF THE ABOVE LISTED ORGANIZATION. THIS IS A NON CANCELABLE AGREEMENT.

NAME (PRINT) Sheila Schofer TITLE Library Director

SIGNATURE

Premier Color / Black & White Maintenance Plans

For maintaining the walk-up functionality of the base copier, printer or fax equipment, Premier Office Equipment agrees to perform maintenance in accordance with the following terms and conditions:

- 1) This is a non-cancelable agreement. The initial term of this agreement shall begin and end on the date stated in the coverage date section on the reverse side and shall be automatically renewed for successive 12-month periods unless written notice of termination is received by either party at least 30 days prior to the expiration of the initial term or any renewal term thereof. Each year, on the anniversary of the beginning coverage date, this agreement will be invoiced at the then prevailing rates.
- 2) Premier Office Equipment will provide all routine repairs and maintenance necessitated by normal usage of the copier, fax or printer covered under this agreement Monday through Friday, 8:00 a.m. to 5:00 p.m., except company recognized holidays.
- 3) This agreement does not cover:
 - a. Service or parts required due to misuse, abuse, neglect, accidents or other causes beyond Premier Office Equipment's control.
 - b. Any service, parts, or cleanings required due to the use of any non-authorized toner or foreign agents.
 - c. Exterior hardware including doors, covers, casters, operation panels, stands, exit trays, staplers, paper cassettes, instruction manuals, etc. which may become stolen, lost or broken.
 - d. Any major in-shop refurbishing or rebuilds.
 - e. Replacement or repair of any network devices not directly involved with the walk-up copying process. I.e.: print controllers, NIC cards, software, print drivers, storage devices, wiring or computer network support, etc. Service on these items can be arranged on an hourly basis.
 - f. Damage or repair due to acts of God, terrorism, war, or any other damage occurring from uncontrollable circumstances.
- 4) Customer agrees to provide:
 - a. Suitable electrical service and environmental conditions.
 - b. Premier Office Equipment with all necessary meter readings that may be required for billing purposes.
 - c. A suitable environment for Premier Office Equipment technicians to perform service maintenance.
 - d. Prompt payment of all service invoices.
- 5) Premier is not responsible for delays in service due to manufacturer's non-availability of parts.
- 6) Premier Office Equipment may use any parts suitable for equipment repair including, but not limited to, new parts, used parts or parts available from alternate parts sources.
- 7) Plan Definition for Color/Black & White Copies/Prints/Scans:
 - a. **Premier Platinum Plan** – Includes all parts, labor, drum units, transfer units, developer and toner. Excludes staples and paper
 - b. **Premier Gold Plan** – Includes all parts, labor, drum units and transfer units. Excludes black and color toner, developer, staples & paper.
 - c. **Premier Plan** – Includes parts and labor only. Excludes black and color toner, developer, drum units, transfer units, staples and paper.
- 8) This agreement may not be assigned by customer without written consent from Premier Office Equipment, Inc. Premier Office Equipment, Inc. shall have the right to cancel this agreement if at anytime the equipment is sold to a third party without such consent. In the event the customer relocates the equipment more than 60 miles from a Premier Office Equipment, Inc. service location and/or transfers ownership to another party or parties, the customer agrees to pay the following reasonable liquidated damages: (a) If less than half the contract period has expired, the customer shall pay one half the amount of the contract price. (b) If more than half the contract period has expired, the customer shall pay the remaining contract balance. Any damages and expenses associated with any move of the equipment is solely the responsibility of the customer.
- 9) Non Payment of Account: Should the customer's account with Premier Office Equipment, Inc. during the term of this agreement become thirty (30) days past due, we may: (a) Suspend service on the equipment or (b) Continue service on the equipment on a time and materials basis until the account is paid in full. Customer shall indemnify Premier Office Equipment, Inc. for all costs incurred in the enforcement of this contract to include, but not limited to attorney fees and court costs.

This agreement constitutes the entire agreement between the parties with respect to the furnishings of maintenance service superseding all previous proposals, oral or written. No representation or statement not contained herein shall be binding upon the equipment as a warranty nor shall this agreement be modified or amended unless in writing and signed by an authorized officer of Premier Office Equipment, Inc.

Xerox Lease Renewal

**BOARD OF TRUSTEES
AMES PUBLIC LIBRARY
APRIL 15, 2021**

Be it resolved that the Board of Trustees, Ames Public Library, approves renewal of the five year lease agreement with Xerox at a cost of \$516 per month.

Sandra Marcu, President

Charles Glatz, Secretary