



AGENDA

Board of Trustees Regular Meeting & 2022 Budget Hearing

Thursday, November 18, 2021 at 4:00pm

McGuire Community Room

610 Woodmere Ave., Traverse City, MI 49686

-
1. **Call to Order**
 2. **Pledge of Allegiance**
 3. **Approval of Agenda**
 4. **Land Acknowledgement Reading by President Jones**
 5. **Public Comment***

 6. **Public Hearing on the 2022 Budget**
 - a. Introduction of the 2022 Budget – President Jones
 - b. [Budget Overview and Details](#) – Director
 - c. Public comment*

 7. **Discussion and Action to Adopt the 2022 Budget**
 - a. [2022 Budget Resolution](#)

 8. **Approval of Minutes**
 - a. [Regular Meeting of October 21, 2021](#)

 9. **Reports and Communications**
 - a. [Director Report](#) | [Departmental Reports](#)
 - b. Financial Report – [Expenses](#) | [Revenues](#)
 - c. Member Library Reports – FLPL | [IPL](#) | [PCL](#)
 - d. Committee Reports
 - a. Finance & Facilities Committee – [November 2, 2021](#)
 - b. Policy and Personnel Committee – [November 2, 2021](#)
 - e. Other Reports and Communications
 1. Friends' Report – Donna Hornberger, President Friends of TADL

 10. **Old Business**
 - a. Policy Revision – [1.2 Electronic Communication for Trustees Policy](#)
 - b. Policy Revision – [1.4 Traverse Area District Library Trustee Ethics Statement](#)
 - c. Policy Revision – [1.8 Remote Participation at Meetings by Traverse Area District Library Board Member and the Public](#)

 11. **New Business**
 - a. Member Library Agreements: [FLPL](#) | [PCL](#)

 12. **Public Comment***
 13. **Trustee Comment**
 14. **Adjournment**

* If you wish to speak during the Public Comment section of the meeting, please (1) wait until you are recognized; (2) approach the podium and use the microphone; (3) state your name and the county and township or city in which you reside; and (4) limit your comments to 5 minutes. Please sign in at the podium.

Traverse Area District Library Board Meeting
November 18, 2021

Land Acknowledgement Reading

We stand here on Turtle Island, our precious earth, this beautiful land of Michigan, cherished and maintained for generations by the Anishinaabe people. We wish to recognize those whose traditional land we are gathered upon today as the land on which the Grand Traverse Band of Ottawa and Chippewa Indians have resided for thousands of years. To recognize the land is an expression of gratitude and appreciation to those whose territory you reside on, and a way of honoring the Indigenous people who have been living and working on the land from time immemorial (*existing since beyond the reach of memory*). It is important to understand the long-standing history that has brought us to reside on the land, and to seek to understand our place within that history. We thank the Anishinaabe people for sacrificing for us to be here today.



2022 Operational Budget Overview

Budget Hearing: November 18, 2021

To the TADL Board and Community:

I am pleased to present the draft 2022 Operational Budget to the Traverse Area District Library Board of Trustees. This budget provides administrative expectations for operational expenses that will support public library services online and in six facilities in addition to operations for the TADL Talking Book Library. This is a balanced budget; the operational expense expectations fall within expected revenues for year 2022.

Budget Packet:

1. **Budget Resolution**: This represents the budget presented for approval and provides the four Budget lines that the Director must observe, as required in the TADL Budget Adjustment and Disbursement Policy.
2. **Budget Details**: This report is similar to what the TADL Board receives each month in the form of a financial report, but is expressed in six columns to show 2020 Actuals, Original 2021 Budget, Amended 2021 Budget, Projected 2021 Year-End amounts, 2022 Expected Revenue and Expense, and the percentage difference between 2021 and 2022.

Overall Budget Environment and Budget Objectives in 2022:

- Maintain stable operations and a strong financial position.
 - Maintain operational costs while ensuring continuous improvements to customer service.
 - Increase spending for online and lending collections.
 - Increase fundraising, use of grant opportunities, and cultivate relationships with donors.
 - Provide adequate budget to maintain facilities and technology as needs increase with aging infrastructure and changes in technology.
 - Judiciously use fund balances for capital expenses and to pay down unfunded pension liabilities.
- Assure the highest possible return on public investment through full use of the public library.
 - Continue application of technology and digital resources to reach the service population and its changing needs.
 - Reach out to increase the number of registered account holders in the service area.
 - Use strong promotional techniques to keep residents informed about the availability of traditional and new or changing services.
 - Execute year 1 of the Strategic Plan as guided by our community and adopted by the Board.

Special Emphasis in 2022:

- Begin the three-year Strategic Plan starting with the topics of Inclusivity and Purposeful Partnerships.
- A continued presence in our communities and schools, through outreach and collaboration, to promote library use and develop a greater understanding of the many services the library provides to our partner public and charter schools.
- Maintain our current technology as supply chain disruptions are projected into 2022. An increase in spending for high demand items like circulating WiFi Hotspots and laptops are included in this budget.
- Addressing upcoming building maintenance needs at the Main Library facility.
- Strengthening our existing, and building new, collaborative relationships with community partner organizations.
- Begin Bookmobile services.

Revenues

The current TADL millage rate is .9202 mills for operations. Our debt service bond was repaid during 2017, so there is no levy for debt retirement. Local municipalities, including TADL, are again seeing an increase in property tax revenue due to rising property values; however, this year's levy was rolled back from .9292 mills due to requirements of the Headlee Amendment which calls for millage reductions when property values increase more than the level of inflation. This is the fifth year in a row for a rollback.

| <u>TADL Revenues</u> | <u>Property Tax</u> | <u>State Aid/ Penal Fines</u> | <u>Fines/Fees Services</u> | <u>Other Revenue</u> | <u>TADL Revenue</u> |
|----------------------|---------------------|-----------------------------------|--------------------------------|--------------------------|---------------------|
| 2012 actual | 4,016,643 | 386,721 | 123,329 | 140,748 | 4,667,441 |
| 2013 actual | 4,037,344 | 345,641 | 151,366 | 102,000 | 4,636,351 |
| 2014 actual | 4,129,538 | 374,065 | 137,917 | 249,163 | 4,890,683 |
| 2015 actual | 4,264,013 | 388,374 | 149,658 | 158,062 | 4,960,107 |
| 2016 actual | 4,333,605 | 388,890 | 140,313 | 101,902 | 4,964,710 |
| 2017 actual | 4,532,111 | 353,891 | 219,052 | 142,602 | 5,247,656 |
| 2018 actual | 4,634,573 | 366,670 | 195,401 | 61,741 | 5,258,385 |
| 2019 actual | 4,724,449 | 349,204 | 162,761 | 272,201 | 5,508,615 |
| 2020 actual | 4,937,353 | 315,030 | 69,501 | 172,859 | 5,494,743 |
| 2021 projected | 5,132,196 | 300,309 | 58,401 | 271,553 | 5,762,459 |
| 2022 proposed | 5,292,947 | 302,364 | 58,850 | 96,710 | 5,750,871 |

2021 Property Tax revenue increased again this year through the regular levy and Personal Property Tax reimbursement. While State Aid went up, Penal Fine receipts dropped 11% from 2020 and we are projecting that they'll drop another 10% in 2022. Income from Services is down because due to pandemic we have not rented out the McGuire Room in 2021. Income from Fines was greatly reduced because of the Board Policy to remove fines to increase patron usage and remove barriers for patrons who can't afford fines. In 2021 we again transferred in funds from our Internal Service Fund to make a significant payment to the Municipal Employees' Retirement System (MERS) for our

current unfunded pension liability. This \$200,000 is not a part of our General Fund budget, and therefore not reflected in the chart above.

2022 Property Tax revenue is projected to rise despite the Headlee millage reduction because of increased property values. We will continue to receive the Local Community Stabilization reimbursement though this is also drastically trending down. State Aid has increased since as last year due to an increase in the per capita allotment and increased population as shown in the 2020 Census. Penal Fines remain questionable as they vary widely from year to year and the legislature continues to try to erode this source of income for libraries.

Personnel Cost Projections

In 2022, the overall percentage of personnel cost will increase about 3.1%. Wage increases are budgeted because of the contractual agreement and merit raises. Health care costs increased 5.6% percent due to more employees utilizing this benefit. Retirement and 401k costs are up due to raising wages. We are responsible for actuarially determined payments toward TADL’s unfunded accrued pension liability which will vary from year to year based on market performance, employee retirements, and mortality. In 2019, the Board voted to make payments above the minimum required amount. For 2022, the MERS monthly payment will be \$10,000. All told, personnel expenses account for about 59.9% of the library’s budget in 2022.

| <u>Personnel</u> | <u>Wages</u> | <u>Benefits</u> | <u>Total Pers. Expense</u> |
|------------------|--------------|-----------------|----------------------------|
| 2012 actual | 2,105,008 | 782,543 | 2,887,551 |
| 2013 actual | 2,088,307 | 743,764 | 2,832,071 |
| 2014 actual | 2,049,502 | 745,822 | 2,795,324 |
| 2015 actual | 2,027,358 | 737,385 | 2,764,713 |
| 2016 actual | 2,037,947 | 1,149,879* | 3,187,826 |
| 2017 actual | 2,139,422 | 954,750* | 3,094,172 |
| 2018 actual | 2,253,432 | 973,646* | 3,227,078 |
| 2019 actual | 2,302,685 | 963,170* | 3,265,855 |
| 2020 actual | 2,255,968 | 896,147* | 3,152,115 |
| 2021 projection | 2,253,402 | 1,023,210* | 3,276,612 |
| 2022 budget | 2,528,745 | 917,280 | 3,446,025 |

*Includes amounts paid to Municipal Employees’ Retirement System (MERS) for unfunded accrued pension liabilities with funds transferred in from the Internal Service Fund in the amount of \$200,000 in 2021. These extra payments, made six years in a row, have resulted in decreased unfunded pension liability. Specifically, in 2015 our pension was 62 percent funded, in 2016 it increased to 80 percent, and in 2017 it rose to 82 percent funded, in 2018 it again rose to 85% funded, in 2019 it was 84% due to changes in actuarial calculations, and in 2020 it again rose to 86% funded. Our extra \$200,000 payment in 2021 will be recognized in the MERS actuarial report that we will receive in summer 2022.

Other Notes

Lending Collections and Electronic Resources: While we continued to deal with the pandemic of COVID-19, we are happy to have the buildings open to the public. As more patrons started using our digital collections during full closure, TADL continues to strengthen its electronic resources as

statistics show usage has increased and our patrons are loving what we offer. However the physical collection lending is making a strong return and offering new books via the McNaughton leasing service. We are committed to budgeting at least 10% of our annual budget for lending materials. This 2022 budget proposal reflects materials spending at 10.8 % of the expenditures.

Children's Library Services: TADL will continue to emphasize development of children's library services with increased attention on program development, promotions, and outreach for this important age group especially with the addition of a Bookmobile. In 2021 through the hard work of Youth Services Coordinator Andy Schuck, we have collaborated with partner organizations to finish providing STEM kits to 21 area libraries funded by a LSTA grant. While not currently in use, we have begun to make necessary improvements to our Story Room by using the remaining funds from the Preschool Interactive Learning Area Project in anticipation of returning to in-person story times.

Maintenance and Repair: The Main Library continues to show its age as a 24-year-old building. As supply chain disruptions continue, we are looking to complete the roofing project if supplies are available. We are anticipating going out for bid in early 2022 to gauge costs. Additionally, in 2022, we plan improvements to Staff work areas and renovations of our public restrooms to improve accessibility and update to the flooring and fixtures.

Supplies: As suggested by the Auditors, assets now have a threshold amount of \$5,000. It was previously \$500. For that reason, there is a 32.1% increase to the Operating Supplies budget that coincides with a decrease in our capital expenditure budget.

Outreach/Advertising/Printing: There is a modest 3.5% increase to accommodate additional mailers and library cards for school students.

Member Library Allocations: Per the negotiations, all the Member Libraries saw significant increases in the base payment amount. The contract covers 10 years, with base increases (or decreases) on a formula which compares receipts from Property Taxes, Penal Fines, and State Aid from year to year.

Technology: The Technology Department staff has completed many projects and orders for new equipment during 2021, as supply chain issues are expected to become worse for technology in 2022. There is a significant increase in communications as we are responding the increased demand for WiFi hotspots that began circulating in 2022.

Technology Services to Other Libraries:

We continue to provide technology services to Kalkaska County Library, Bonisteel Library at the Interlochen Center for the Arts, and Suttons Bay-Bingham District Library. Budgets for these contractual agreements include direct and indirect costs. The Technology Department is helping Fife Lake Public Library with their work in the Forest Area Public Schools libraries. The Technology Department has also contracted with the Benzie Shores Public Library to help with technology during their renovation, as well as smaller projects for other libraries in the area and for members of the Northland Library Cooperative.

Contributions and Grants: The Friends of TADL held one book sale this year and continue their generous support for our newsletter, Ancestry.com, and the Summer Reading Club. The Kingsley

Friends of the Library also provide substantial support to the Kingsley Branch Library for supplies and programming as needed. We continue to seek donations and other sources of funding for the bookmobile, relocation of the Teen Services department upstairs, modernizing the services and technological tools available in the Technology Center (formerly the Public Computing Center) at the Main Library, and are beginning to raise funds for a roadside sign at the Main Library.

TADL will again pursue grants as they allow us to provide new services to our community and beyond, and help us foster partnerships within our region.

Capital Expenditures and Use of Fund Balance: Some future projects include roof replacement, renovating the bathrooms, roadside library sign, new carpet, and painting. Some of these projects will be funded through our operating budget, and we will be requesting funding from appropriate fund balances. We hope to prioritize and address each of these issues over the next couple of years with the caveat that other urgent needs could arise at any time, requiring immediate action.

Thank you for your consideration of the 2022 budget proposal.

Michele P. Howard
Library Director
Traverse Area District Library

**2022 Annual & 2021 Amended Budget
Traverse Area District Library
General Fund
Draft Budget - 11/18/21**

| | Actual 2020 | Original 2021 Budget | Amended 2021 Budget | Projected 12/31/2021 | Proposed 2022 Budget | % Diff. 2021 v. 2022 |
|----------------------------------|------------------|-------------------------|------------------------|-------------------------|-------------------------|-------------------------|
| Revenue | | | | | | |
| Levied Tax | 4,937,353 | 5,126,735 | 5,126,735 | 5,132,196 | 5,292,947 | 3.2% |
| PILT/Delinquent PPT, Other | 51,484 | 38,000 | 38,000 | 38,320 | 30,500 | -19.7% |
| State Aid - TADL | 77,974 | 83,750 | 83,750 | 84,472 | 106,389 | 27.0% |
| State Aid - Talking Book Library | 41,073 | 41,075 | 41,075 | 41,072 | 41,075 | 0.0% |
| Local Grants | 45,975 | 18,400 | 18,400 | 112,444 | 10,630 | -42.2% |
| Fees/Services | 40,895 | 42,150 | 42,150 | 41,901 | 41,650 | -1.2% |
| Sales | 16,544 | 20,000 | 20,000 | 22,000 | 19,080 | -4.6% |
| Overdue Fines | 28,156 | 32,000 | 32,000 | 16,500 | 15,000 | -53.1% |
| Penal Fines | 195,983 | 196,000 | 196,000 | 174,765 | 154,900 | -21.0% |
| Interest & Dividends | 23,890 | 15,000 | 15,000 | 5,000 | 5,650 | -62.3% |
| Rental Fees | 450 | 2,200 | 2,200 | 0 | 2,200 | 0.0% |
| Contributions | 33,510 | 24,570 | 24,570 | 66,000 | 30,850 | 25.6% |
| Reimbursements | 1,456 | 1,500 | 1,500 | 27,789 | 0 | -100.0% |
| Total Revenue | 5,494,743 | 5,641,380 | 5,641,380 | 5,762,459 | 5,750,871 | 1.9% |
| Transfer In | 110,000 | | 200,000 | 200,000 | | |
| Use of Fund Balance | | | | | | |
| Revenue from All Sources | 5,604,743 | 5,641,380 | 5,841,380 | 5,962,459 | 5,750,871 | 0 |

- Levied Tax includes Current Local Tax minus tax captures
- PILT/Delinquent PPT, Other - information not available about additional distribution in May
- Local Grants represent funds from counties and other agencies for TBL and Library Cooperative grant
- Fees/Services include annual fees for contractual technology agreements with other libraries
- Sales includes photocopy receipts, postage, bags, books, & miscellaneous sales
- Overdue Fines are fines, replacement fees and charges for damaged material
- Penal Fines combines Grand Traverse, Benzie and Leelanau counties down about 4%
- Interest & Dividends include investment, checking and savings account interest
- Rental Fees are meeting room and equipment rental fees
- Contributions include donations from Friends, estates, misc. donors
- Reimbursement line is for overpayments and refunds from prior year expenses
- Transfer in from Internal Service Fund for payment of Unfunded Pension Liability

| Expenses | Actual 2020 | Original 2021 Budget | Amended 2021 Budget | Projected 12/31/2021 | Proposed 2022 Budget | % Diff. 2021 v. 2022 |
|---|------------------|-------------------------|------------------------|-------------------------|-------------------------|-------------------------|
| Personnel | | | | | | |
| Salaries | 2,255,968 | 2,431,419 | 2,431,419 | 2,253,402 | 2,534,599 | 4.2% |
| Social Security/Medicare | 60,287 | 68,125 | 68,125 | 56,500 | 71,900 | 5.5% |
| Medical Insurance | 305,411 | 373,955 | 373,955 | 340,000 | 378,330 | 1.2% |
| Vision Insurance | 3,331 | 4,035 | 4,035 | 4,050 | 4,150 | 2.9% |
| Dental Insurance | 21,427 | 28,908 | 28,908 | 28,000 | 30,150 | 4.3% |
| Life Insurance | 7,929 | 9,295 | 9,295 | 7,800 | 8,850 | -4.8% |
| MERS DC Retirement | 143,563 | 153,995 | 153,995 | 147,000 | 160,000 | 3.9% |
| MERS DB Unfunded Liability | 230,000 | 120,000 | 320,000 | 320,000 | 120,000 | -62.5% |
| 401(k) Retirement | 102,075 | 115,820 | 115,820 | 105,000 | 120,400 | 4.0% |
| Unemployment | 7,146 | 1,500 | 1,500 | 0 | | -100.0% |
| Workers' Comp. | 7,860 | 10,000 | 10,000 | 7,860 | 8,000 | -20.0% |
| Disability Insurance | 7,118 | 8,425 | 8,425 | 7,000 | 15,500 | 84.0% |
| Total Personnel | 3,152,115 | 3,325,477 | 3,525,477 | 3,276,612 | 3,451,879 | -2.1% |
| Supplies | | | | | | |
| Office Supplies | 120,380 | 126,795 | 126,795 | 130,000 | 167,450 | 32.1% |
| Library Materials | 593,432 | 626,100 | 626,100 | 626,100 | 606,300 | -3.2% |
| Rep & Mnt. Supplies | 2,367 | 6,750 | 6,750 | 6,750 | 6,750 | 0.0% |
| Total Supplies | 716,179 | 759,645 | 759,645 | 762,850 | 780,500 | 2.7% |
| Other Services and Charges | | | | | | |
| Professional Services | 179,920 | 270,355 | 270,355 | 220,000 | 238,500 | -11.8% |
| Communications | 22,403 | 37,790 | 37,790 | 31,500 | 36,480 | -3.5% |
| Travel & Education | 29,770 | 45,460 | 45,460 | 28,000 | 55,657 | 22.4% |
| Outreach/Advertising/Printing | 13,939 | 21,400 | 21,400 | 18,000 | 22,150 | 3.5% |
| Insurance & Bonds | 30,818 | 33,746 | 33,746 | 33,746 | 41,250 | 22.2% |
| Utilities | 90,610 | 118,200 | 118,200 | 100,000 | 103,200 | -12.7% |
| Repairs & Maintenance | 242,500 | 355,170 | 355,170 | 310,000 | 322,405 | -9.2% |
| Member Libraries | 550,188 | 569,721 | 569,721 | 569,721 | 629,000 | 10.4% |
| Awards & Recognition (Misc.) | 2,243 | 2,500 | 2,500 | 2,500 | 2,500 | 0.0% |
| Property Tax Reimbursement | 1,444 | 6,500 | 6,500 | 6,505 | 6,500 | 0.0% |
| Use Tax/Misc | 814 | 1,000 | 1,000 | 1,000 | 1,300 | 30.0% |
| Total Other Services & Charges | 1,164,649 | 1,461,842 | 1,461,842 | 1,320,972 | 1,458,942 | -0.2% |
| Capital Outlay | 93,455 | 85,925 | 85,925 | 90,000 | 53,550 | -37.7% |
| Contingency | 0 | 7,000 | 7,000 | 0 | 6,000 | -14.3% |
| Total Expenditures | 5,126,398 | 5,639,889 | 5,839,889 | 5,450,434 | 5,750,871 | -1.5% |
| Transfer Out | 15,401 | | | 160,000 | | |
| Expenditures from All Sources | 5,141,799 | | | | | |
| Revenue / Expense | 462,944 | 1,491 | 1,491 | 352,025 | 0 | |

- Slightly higher wages due to union agreement, merit increases, increases for retention of pages and subs & payouts at retirement
- Increase in some rates for health insurance & staff opt-in
- Increase in life & disability insurance based on higher payroll and the addition of Short Term Disability
- Increase in retirement, 401k and workers comp based on higher payroll
- Increase in outreach/advertising/printing for community outreach due to the addition of the Bookmobile
- Repairs & maintenance decreased slightly for planned maintenance & built in contingency as no planned events
- Contingency to set aside funds for technology needs for contractual agreements
- Transfers Out include Bookmobile grants/donations, Accounting program funds, various other donations received late in the year.



RESOLUTION

2022 Budget Resolution
November 18, 2021

Resolved, that the estimated revenues for 2022 result in the following total amount available for appropriation:

| | |
|--------------------------------|-------------------------|
| Tax Levy | 5,292,947 |
| Other Taxes | 30,500 |
| State Aid | 147,464 |
| Grants | 10,630 |
| Fees/Services/Sales/Rentals | 62,930 |
| Overdue Fines | 15,000 |
| Penal Fines | 154,900 |
| Interest & Dividends | 5,650 |
| Contributions | 30,850 |
| Reimbursements | <u>0</u> |
| Total available to appropriate | <u><u>5,750,871</u></u> |


Further, that from the total available, the following appropriations are made:

| | |
|----------------------------|-------------------------|
| Personnel Services | 3,451,879 |
| Supplies | 780,500 |
| Other services and charges | 1,458,942 |
| Capital outlays | <u>59,550</u> |
| | <u><u>5,750,871</u></u> |

Motion to adopt the resolution was introduced by: Jones

And supported by: Odgers

Motion adopted: Yes / No 11-18-2021
(date)


Marylee Pakieser, Board Secretary



RESOLUTION

2022 Budget Resolution
November 18, 2021

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|--------------------------------|-------------------------|
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| Contributions | 30,850 |
| Reimbursements | <u>0</u> |
| Total available to appropriate | <u><u>5,750,871</u></u> |

Further, that from the total available, the following appropriations are made:

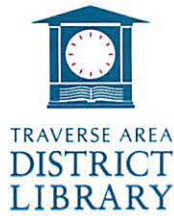
| | |
|----------------------------|-------------------------|
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| Supplies | 780,500 |
| Other services and charges | 1,458,942 |
| Capital outlays | <u>59,550</u> |
| | <u><u>5,750,871</u></u> |

Motion to adopt the resolution was introduced by: _____

And supported by: _____

Motion adopted: Yes / No _____
(date)

Marylee Pakieser, Board Secretary



Board of Trustees Regular Meeting

MINUTES – (approved)

Thursday, October 21, 2021 at 4:00pm

McGuire Community Room

610 Woodmere Ave., Traverse City, MI 49686

1. Call to Order

The meeting was called to order by President Jones at 4:00pm. Present were: Jones (President); Odgers (Vice President attended remotely); Pakieser (Secretary); Sullivan (Treasurer); and Westcott (Trustee). Vickery (Trustees) was absent. Also present were: Howard (Director); Radjenovich (Business Manager); and Carpenter (Staff).

2. Pledge of Allegiance

All members in attendance recited the Pledge of Allegiance to the Flag of the United States of America.

3. Approval of the Agenda

It was MOVED by Pakieser, SUPPORTED by Wescott, to approve the agenda as presented. Motion CARRIED.

4. Public Comment

President Jones opened the floor for public comment. The following people addressed the board: Stephen Siciliano, representing the Traverse Area Historical Society, addressed the wonderful partnership and relationship they have with TADL and presented the Library with a check in the amount of \$10,000 to complete the shelving project for the Local History Collection.

President Jones, on behalf of the TADL Board of Trustees, thanked Siciliano and the Traverse Area Historical Society for their generous donation toward the Local History Collection.

5. Approval of Minutes

a. Regular Meeting of September 16, 2021

It was MOVED by Pakieser, SUPPORTED by Sullivan, to approve the regular meeting minutes of September 16, 2021 as presented. A roll call vote was taken with the following results:

| | | |
|----------------|-----------------------|------------------|
| Jones – aye | Odgers – aye (remote) | Vickery – absent |
| Pakieser – aye | Sullivan – aye | Wescott – aye |

Motion CARRIED.

6. Reports and Communications

a. Director Report | Departmental Reports

Howard confirmed her written report and added the following:

- Paper shortages across the industry are delaying production of books. Howard noted that this challenge may affect the end of year adjustments as well as the 2022 budget. Radjenovich and Howard are keeping a close watch on these year-end transactions.
- Shortages and distribution delays may also affect electronics and timing of the roofing project.

b. Financial Reports

Radjenovich confirmed her written report and highlighted the following:

(approved)

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Morey, Assistant Director for Technology, has purchased more computers this year in effort to offset anticipated availability and/or price challenges in 2022. If budget allows, paper supplies, will also be purchased in larger quantity before year end as well as a few other items that are used a lot. The new LED lighting upgrade has begun and is looking good. Once the new accounting program is purchased, it will take nine months to a year to make the final switchover.

c. Member Library Reports

- Vicki Shurly, Director of Peninsula Community Library (PCL), announced that their financial chart of accounts has been updated per the State requirements and deadline. PCL received a clean audit for 2021. The Friends book sale brought in approximately \$6000. Leftover books were given to Better World Books. PCL received a donation for permanent story walk signs that will be going into the children's garden area. Most of the volunteers are retired folks but PCL now has 3 regular teenaged volunteers.

Written reports from Kendall Spratt, Director of Fife Lake Public Library (FLPL), and Jennifer Thomet, Director of Interlochen Public Library (IPL) were included in the board packet.

d. Committee Reports

- Finance and Facilities Committee – Sullivan reported that the committee had met and outlined a plan to present the final copies of recently agreed upon member library agreements to the respective negotiation teams for approval with the intent to conclude negotiations with all three member libraries by year end.
- Policy and Personnel Committee – Pakieser reported that the committee had met and discussed several policies for approval later on the agenda. The committee also began the Director evaluation process.

e. Other Reports and Communications

- Friends' Report – Donna Hornberger, TADL Friends Board President
Hornberger reported that the Friends Board is still meeting in hybrid style. Hornberger thanked the TADL staff for being so helpful during the book and media sale, which brought in approximately \$5000. The sale did not reduce inventory as much as desired so the Friends are not accepting donations at this time. Another book sale is planned for the Spring and a fundraiser is planned for mid-January. Thanks went to Heather Brady for helping plant bulbs in the garden in honor of Marlynn Lawrence.

7. Presentation: MERS of Michigan, Tony Radjenovich

Radjenovich, MERS regional manager for the northern lower half of the Lower Peninsula, provided an overview of the two pension plans offered to employees at the Library: Defined Benefit (DB) Plan and the Defined Contribution Plan (DC). The DB plan was frozen as of November 1, 2016. Employees hired prior to November 1, 2016 have a blend of DB and DC at retirement and employees hired afterward have only the DC plan available. Radjenovich was pleased to report that since the Library had made an aggressive commitment to reduce the unfunded pension liability about eight years ago, the library is now 86% funded. A brief question and answer period was provided to the Trustees and hypothetical funding scenarios were discussed.

8. Old Business

a. Policy Revision – 1.3 Oath of Office for Trustee Policy

Howard noted that the revisions to the Oath of Office were merely minor language updates and did not change the substance of the policy. It was MOVED by Pakieser, SUPPORTED by Westcott,

to approve the revisions to 1.3 Oath of Office Policy as presented. A roll call vote was taken with the following results:

| | | |
|----------------|-----------------------|------------------|
| Jones – aye | Odgers – aye (remote) | Vickery – absent |
| Pakieser – aye | Sullivan – aye | Wescott – aye |

Motion CARRIED.

b. *Policy Revision – 1.5 Authority of Committees Policy*

It was MOVED by Pakieser, SUPPORTED by Wescott, to approve the revision of 1.5 Authority of Committees Policy as presented, consequently re-numbering it from 1.51 to 1.5. A roll call vote was taken with the following results:

| | | |
|----------------|-----------------------|------------------|
| Jones – aye | Odgers – aye (remote) | Vickery – absent |
| Pakieser – aye | Sullivan – aye | Wescott – aye |

Motion CARRIED.

c. *Policy Revision – 2.3 Credit Card Use Policy*

Pakieser noted that the revisions to the credit card policy streamlined the policy and added flexibility for the Director to determine which staff, primarily managers, would be issued a credit card to perform the duties of their job. It was MOVED by Pakieser, SUPPORTED by Odgers, to approve the revisions to 2.3 Credit Card Use Policy. A roll call vote was taken with the following results:

| | | |
|----------------|-----------------------|------------------|
| Jones – aye | Odgers – aye (remote) | Vickery – absent |
| Pakieser – aye | Sullivan – aye | Wescott – aye |

Motion CARRIED.

d. *Policy Revision – 3.5 mailing Lists Available to the public Policy*

Pakieser noted that additional language was added to the mailing list policy to reinforce that the library cardholder mailing list information is for library use only but that the information is protected by the Library Privacy Act. It was MOVED by Pakieser, SUPPORTED by Odgers, to approve the revision to 3.5 Mailing Lists Available to the Public Policy as presented. A roll call vote was taken with the following results:

| | | |
|----------------|-----------------------|------------------|
| Jones – aye | Odgers – aye (remote) | Vickery – absent |
| Pakieser – aye | Sullivan – aye | Wescott – aye |

Motion CARRIED.

e. *Policy Revision – 6.2 City Directory Information Policy*

Howard explained that the revision to the policy included an expanded list of access and delivery methods. She also explained that it is not TADL's standard practice to provide callers with lists of published or unpublished information on private individuals, as these inquiries are to acquire solicitation lists. It was MOVED by Pakieser, SUPPORTED by Odgers, to approve the revisions to 6.2 Directory Information Policy as presented. A roll call vote was taken with the following results:

| | | |
|----------------|-----------------------|------------------|
| Jones – aye | Odgers – aye (remote) | Vickery – absent |
| Pakieser – aye | Sullivan – aye | Wescott – aye |

Motion CARRIED.

f. *Policy Revision 7.1 Conflict of Interest Policy*

Howard noted that the only change was the addition of language requiring a Conflict of Interest Disclosure Statement be filled out annually to reflect past and current practice. It was MOVED by Pakieser, SUPPORTED by Wescott to approve the revision to 71. Conflict of Interest Policy as presented. A roll call vote was taken with the following results:

| | | |
|-------------|-----------------------|------------------|
| Jones – aye | Odgers – aye (remote) | Vickery – absent |
|-------------|-----------------------|------------------|

Pakieser – aye
Motion CARRIED.

Sullivan – aye

Wescott – aye

9. **Public Comment**

President Jones opened the floor for public comment. The following people addressed the board: Sarah Redman, representing the League of Women Voters, noted that she will be attending the TADL board meetings as a friendly non-speaking observer and taking notes. Redman will be observing other government organizations as well.

10. **Trustee Comment**

President Jones was happy to report that member library agreement negotiations with Fife Lake Public Library and Peninsula Public Library have now been completed. Negotiations are still underway with Interlochen Public Library.

11. **Adjournment**

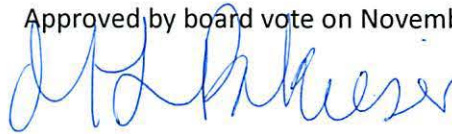
With a motion to adjourn by Sullivan, supported by Wescott, President Jones adjourned at 5:00pm.

Respectfully submitted,

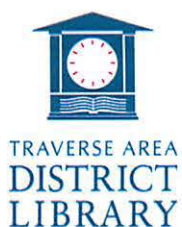


V. Carpenter, Recording Secretary

Approved by board vote on November 18, 2021



M. Pakieser, Board Secretary



Board of Library Trustees Regular Meeting
Library Director Report
 Meeting Date: **November 18, 2021**

Library Activity

For a graphical presentation of the statistical information included below, please visit the link: [online TADL dashboard](#).

| Circulation Transactions | | | |
|---------------------------------|---|--|--|
| Year-to-date activity | | | |
| As of month end | <u>Print/audio/video</u> Circulation | <u>Electronic</u> books/audio/video | <u>Total</u> Circulation/Electronic Usage |
| October 2019 | 924,739 | 187,328 | 1,111,772 |
| October 2020 | 507,040 | 242,041 | 749,081 |
| October 2021 | 676,078 | 233,221 | 909,299 |

Lending

Physical item circulation has increased 30% over last year. As you may notice, we are approaching the 1,000,000-circulation mark and I am hopeful we will surpass that amount for 2021.

E-Book, magazine, downloadable audiobook and database utilization

While lagging behind October 2020, electronic use is significantly more popular than in October 2019. Patrons have found these resources during the pandemic and continue to use them.

Visitors – Woodmere, East Bay and Kingsley Facilities

The busiest day for October was Thursday, October 21 with 1,280 patrons. In October 2021, we had 30,432 visitors, averaging 982 visitors per day. In October 2021, we had 230 new patrons across the district: 1 Visitor, 1 Limited, 2 Juvenile Limited, 1 Non-Resident, and 225 Patrons.

Public Computing

Computer Use has stabilized District wide with increases of 7.4% and the largest increase at the Main Library microfilm area. This equates to 1,639 computer sessions in October 2021 versus, in October 2020 there were 1,623 sessions.

Additions to the Collection

In October 2021, 1,977 items were added to the collection compared to September 2020 which added 1,731. While we recently did receive some shipments, there will be some significant end of year adjustments to make.

Finances

Budgeting for 2022 is done and ready for Public Hearing at this meeting. While we still don't have official numbers from the Library of Michigan for State Aid and Census data, we are confident that the numbers we used are accurate. Please feel free to call me before the meeting with any questions you might have. In December we'll be doing our end of year budget adjustments. As I've mentioned we will be doing the best we can to get all of our materials but we will need to make some adjustments and move some money to various accounts within our various Funds.

Our new Uniform Chart of Accounts is complete and going to the Auditors for their review. This needs to be done by December 31, 2022 so we are well ahead of schedule.

Finally, Fifth Third responded to Susan's request to lower our fees. We currently pay \$5,700 and the lowest amount is \$5,000. While Fred didn't think he could get that amount lowered, he is investigating it.

Facilities

The lighting project started a few days late on Wednesday, October 20th.

Covid Update

We opened the library on November 1st to 8pm. It is very quiet every day after 6pm but we are hopeful people will start to utilize the library during these latter hours. Library staff have begun getting boosters to protect their health and the health of those around them.

Grant Updates

While I have disappointing news that we did not get the ARPA grant funds, it was not for lack of trying. The Library of Michigan had no suggestion for how we could have done the grant better, it's just that the projects were ranked by community need statistics and they ran out of money before they could grant them all.

Influential Women

In case you missed it, Susan Odgers and myself were nominated and chosen as "Influential Women in Northern Michigan" published by the Record Eagle.

Other Activities

In October, I attend the very informative MERS Conference, had a great time working a shift at the Reference Desk, attended the Pride Picnic, tasted Chili at the Chili Cook-off but my favorite was attending the Indigenous People's Storytime at the Dennis Museum. Bravo to Ms. Rosie, Andy and all involved!

TADL Operations

Please see the extensive departmental reports for a more in-depth look at what is happening at the Main Library and East Bay and Kingsley branches.

Happy Thanksgiving!
Michele P. Howard



SERVING 24 PUBLIC LIBRARIES
IN NORTHERN MICHIGAN

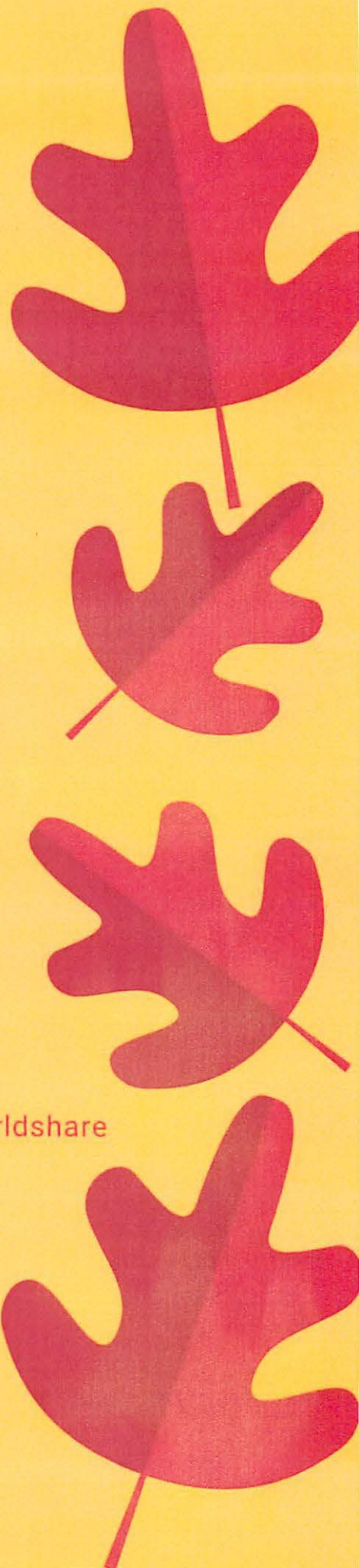
NORTHLAND LIBRARY COOPERATIVE

Serving 288,859 patrons within
6,951 square miles in 13 counties

SERVICES OFFERED:

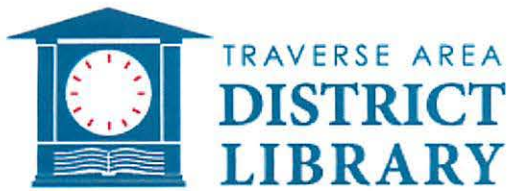
RIDES Delivery
Continuing Education Grants
Library Enhancement Grants
Consumer Reports Online
Book Page for all patrons
Amazon Business Prime
Resource Sharing and ILL's through OCLC Worldshare
Performer Services
Technology Assistance
Advocacy
Consultant Services

Director: Linda Adams, 231-855-2206
ladams@northland.lib.mi.us



Adult Services

- This month, we were all about programming. With the reinstatement of general in-person programming at TADL, we decided to do it up in one of the biggest ways possible - TADL's Annual Chili Cook-Off! Over 250 people tasted the bubbling creations of 17 local cooks. Family rivalries were re-established and past winners vied for a repeat title after we took last year off. There were prizes awarded in three categories - Judges' Choice (voted on by the Traverse City Firefighters), Peoples' Choice (selected by attendees), and Chefs' Choice (picked by the cooks competing). It was a great turnout for our first time trying this as an outside event which could not have happened without Mother Nature's compliance and our wonderful sponsors: The Cooks' House, Fustini's, Oakwood Proper Burgers, Mundos Roasting and Co, Natural Northern Foods, Grand Traverse Pie Company, Norte, and Grand Traverse Sauce Company. Check out the winners on our [website](#), including our own Scott Morey!
- The library partnered with IPR on Sunday, October 10th for our first program of the "Classical Music at the Library with IPR & TADL" series. This month, the event was classical music trivia. We had 13 people participating and ended up with 2 teams tying for the first place prize. One of the teams that won was a couple with music degrees who just happened to walk into the library! You never know what you might find the next time you walk into a library...
- With tons of help and many thanks to Scott Morey in IT and Aaron Olson in S&S, the Adult Services Dept was able to hold our very first hybrid program. This means that we were able to have people be able to attend the same program at the exact same time, both in-person in the library AND at home via Zoom. This may sound simple, but when you throw in the ability to view a presentation being given and being able to see and hear those in the audience asking questions, it becomes a very complicated melange of cameras, computers, microphones, and cords. Scott was able to quickly order a few items and make the components all speak to each other. Aaron was able to make it all work with the system in the McGuire Room. In the end, Librarian Betsy Myers pulled it all together and helped the Traverse Area Historical Society hold their annual meeting. Members attending online were even able to vote remotely! There were 20 people in attendance in-person and 4 online.
- In October, the Adult Services Dept. held 2 online book groups, Queer Tales and Books & Brewskis, with a total live attendance of 16. The last in our American Red Cross Preparedness Series was a hands-only CPR instruction done remotely with 5 live participants and 6 video views. Teresa Scollon held the book launch for her [latest volume of poetry](#) with us on October 20th with 53 people in attendance to hear her read. Our first hybrid book discussion was held online and in-person this month to talk about this year's Great Michigan Read - [The Women of Copper Country](#). We had 3 people attend in-person and 5 online. Also this month, the Book Bike made 4 visits to the farmers' market and one visit to the Up North Pride Picnic and reached more than 600 people outside the library!
- October Adult Services Statistics:
 - Questions Answered In-Person - 1126
 - Questions answered via Phone - 558
 - Questions Answered via Email/Chat - 111



Administrative Reports
for the month of October
(November 18, 2021 Board Meeting)

- RA/Tech Help - 132
- Craft Kits Distributed - 62 (1 new craft-Mini Zen Garden)

Respectfully submitted,
Melissa A. McKenna
Adult Services Coordinator

Youth Services

Youth Services continued to serve patrons with a variety of program settings during the month of October. Storytimes moved indoors as the morning weather turned mostly cool and wet this month (at least in the morning). Attendance has not been extraordinary for our indoor storytimes, but we typically see between 3-5 families for each of these. Our afterschool programs continued during the afternoon, though attendance is often limited to 1-2 families. We were happy to host Patrick Harrison, aka the Lord of the Gourd, again this October with his wacky pumpkin and gourd carving.

Youth Services also ran several outdoor programs, since families seem most comfortable engaging with us and other families at these. Outdoor programs included our Pumpkin Patch (Saturday), our Fall Clubhouse, the STEM Kit Celebration, and the planned Halloween on the Lawn (which eventually moved inside, but more on that later).

We also offered several passive activities in the Youth Services department during October, including a Drawing Wall (between our service desk and bathroom), a guessing jar (guess the number of candy pumpkins), and a Library Appreciation Wall. We had endless activity on our drawing wall throughout our open hours, 358 guesses in the guessing jar, and 78 post-it appreciations on our wall. Families are loving Youth Services!

Several TADL staff members attended the Indigenous Peoples Day celebration at the Dennon Museum in mid-October. The featured program was a storytime led by YS staff member Rosie May, as well as a tour of the Dennon Museum exhibit, Far From Home. We were delighted by a jingle dancer and heard great stories about Indigenous Peoples and culture. One member of the Grand Traverse Band read a poem during the program. This program was produced as part of our participation in the NEA Big Read program.

Team members Rosie May and Andy Schuck attended the Leap into Science training from the Franklin Institute. As part of our training, TADL Main will host 3 Leap into Science programs by the end of next spring, including one during National Leap into Science Week (late February). We will also receive grant funding to purchase supplies to lead these family workshops

Throughout the month, Department Head Andy Schuck participated in the STEM Kit Celebration Road Trip with community STEM Kit partner, Newton's Road. In total, they visited 21 different regional libraries to celebrate the introduction of STEM Kits at each. This very valuable program gives STEM opportunities to communities throughout the 5 county region, a very important outcome as our economy transitions into more and more STEM-related careers. It was a delight to visit with each library as well as families who make use of these libraries. TADL is grateful to

the Library of Michigan and the Institute of Museum and Library Services (IMLS) for a grant to fund 12 of these libraries. For a brief introduction to the project, please see the following video: <https://drive.google.com/file/d/12ugkcGD1jixqpsalNVteyYedkj-RExGX/view?usp=sharing>

Finally, we were so delighted to host the Halloween on the Lawn program for our families of preschoolers. This annual event was cancelled last year due to Covid-19 but the energy, creativity, and excitement this program brings to families and staff was immeasurable. Due to weather concerns, we hosted the program indoors as families made a tour of the various departments and their Halloween displays. Over 140 children and caregivers attended the program in full costume (including Youth Services Department Head Andy Schuck in a full robot costume).

Desk staff and volunteers continue to make sure take-home crafts are an integral part of the library experience. Youth Services currently creates three different crafts each month for various age groups, including Preschool, Early Elementary, and Tween. The crafts remain popular but not as much as during Summer Reading Club, which brings a smile of relief to our staff and volunteers.

Page staff have worked hard at converting our Holiday book (and DVD) display to Halloween and Thanksgiving earlier in September and are in the process of converting the Halloween section to Christmas books and DVDs currently. Since the Christmas collection is by far the largest collection we have, our Favorite Characters section had to be condensed. It will only be a matter of time, though, before most of the Christmas books are off the shelves.

Program and department statistics for October were as follows:

- 119 patrons attended 20 Early Literacy programs;
- 437 patrons attended 28 Afterschool and weekend programs;
- Zero virtual programs were conducted in Youth Services;
- Desk statistics: 911 total questions were asked with 843 walk-in, 63 phone, and 5 digital questions.

Andy Schuck
Department Head Youth Services

Teen Services

Here are some of the October happenings in Teen Services last month:

- Enjoyed a visit by 70 students and teachers at Greenspire High School. They walked over from the school, met with Michele and I for a Q&A, toured the library with Melissa and I, were set up with cards by Josh, and made pins to wear home.
- Thanks to the Friends Group, we passed along donated books to Greenspire High School to start their library. This was initiated by a Greenspire student who called TADL looking for donations for his school.

- Passed out copies of “Stamped” by Jason Reynolds to Traverse City High School, Greenspire High School, and Grand Traverse Academy High School students. This was made possible by a generous donation from the Nation Writers Series and was in conjunction with the virtual visit with Jason Reynolds.
- Passed out posters and information packets provided by Heather to local high schools. The packets included posters for the year round reading challenges, information on TADL resources, bookmarks and pins.
- Had a teen volunteer very successfully step in to run the poetry group.

Linda Smith
Department Head Teen Services

Sight & Sound

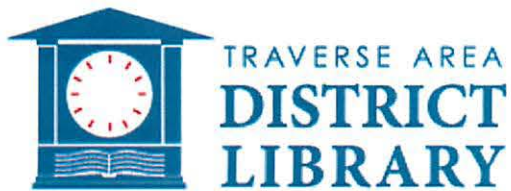
October has been a beautiful month. We’ve had new patrons dropping in and telling us how impressed they are with our collections and service. The fun part is when they tell us about all the libraries in the county they have toured and how this library has something special to offer. It’s always a joy to hear!

In the category of small victories we upgraded our meeting room management game with diagrams of the rooms to make the setup process easier for our staff. This was a small step towards reducing confusion over what programming staff are asking S&S for as a setup and what the page staff are expected to do in prep for each event. It’s been a nice small upgrade that led us to a much larger upgrade.

The big news in Sight & Sound is a project that Scott Morey and I have been discussing for years. We are officially on the way to a new event and meeting room booking software. This has been a solid, group effort. Michele, Scott, Bill and I are all working with the vendor LibraryCalendar. We are just starting the implementation. Now is a great time to mention that Scott has been great to work with over the past years helping us along the way with upgrades like fillable web forms and important things that make the patron experience a good one. This upgrade is going to make a huge impact on the staff and patron experience.

We are also working on these items:

- I am working with Noel Watson to create an ongoing media sale location for TADL Friends.
- We are adding new shelf dividers. That doesn’t seem like a big deal, but they help patrons find things.
- Library of Things: I buy them and Rich Milock does most of the work prior to cataloging.
- Keith Schwartz got the Holiday music cart out. He also finalized the end of year cataloging supplies.
- Ian Berry continues the reconciliation process and Shannon Wilton is helping us with her signage work
- S&S Pages rock! They all help us out with the meeting room setup each and every day!



Administrative Reports
for the month of October
(November 18, 2021 Board Meeting)

TADL Meeting Room Stats October 2021

Total: 134

TADL meetings: 57

Personal/Outside Group Meetings: 77

Paid Meetings: 0

Unpaid Meetings: 134

Walk-ins: 32

Advance Reservation: 102

Number of Meetings by Rm October 2021

McGuire Room: 47

Thirlby Room: 43

Study Room D: 44

On Aaron's Desk: Meeting Room booking enhancements, S&S Staff training on AV systems, Library of Things collection development.

Thanks for reading.

Aaron

Circulation

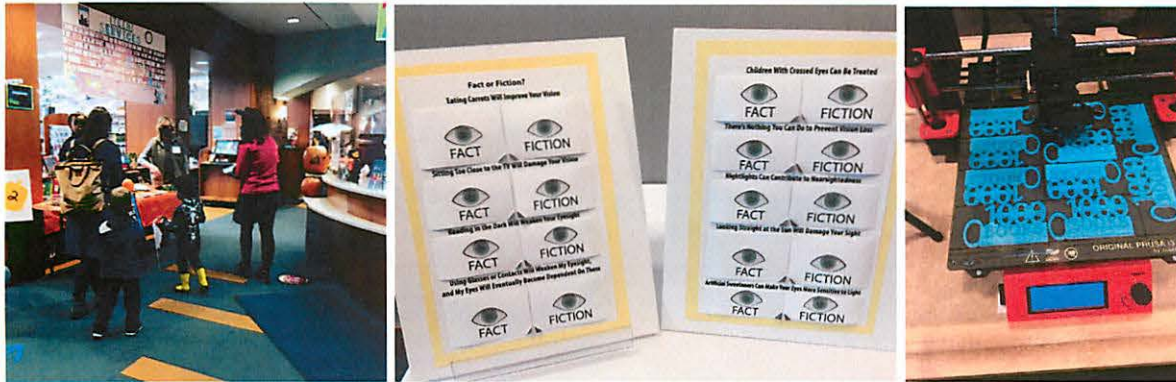
- Curbside pickups for October 2021: 71
- Circulation Statistics for MeLCat, October 2021:
 - TADL items sent to borrowing institutions: 1305
 - TADL items received from lending institutions: 1972
- A small number of Juvenile collection items were still causing fines to accumulate. These items have been identified and the issue causing fine accrual has been fixed.

Respectfully Submitted,

Josh Denby

Department Head, Circulation

Marketing and Communications



Notable items in October include providing support to library departments for special events, including World Sight Day, NEA Big Read Storytime at the Dennis (**Collaboration**), STEM Kit Celebration (**Collaboration**), and Halloween On the Front Lawn/In the Library. Met with Jillian Manning of the National Writers' Series to discuss Jason Reynolds event and we developed a system to create audio/video snippets from authors on what libraries mean to them. NWS puts these in the social media right away, but for TADL I plan to feed them in over time. (Anthony Doerr has appeared on our Facebook already, however.) (**Collaboration**) We also promoted the new year-round reading challenge program on the slides before the Jason Reynolds program.

Attended the Pride Picnic (**Targeted Outreach**) and fostered a \$1,250 grant from the TBA Credit Union for a new STEM Kit organizer for the bookmobile (**Collaboration**). I have also been creating some promotional giveaways for the 1000 Books program on the 3D printer - which will allow us to print them as needed (**Engagement**). Completed initial planting for FOTL garden near curbside door and planted 250 bulbs (crocus and daffodil) along the front of the library for next spring - so that should create some nice photo opportunities in the future!

Media Highlights (Stories in addition to event promotions)

9&10 News - Good Reads at Your Local Library Program - STEM Kit Promotion 10/21/2021;
Traverse Ticker 10/10/2021, IPR Classical Music Trivia; Record-Eagle Photos, Halloween in the Library 10/29/2021

Website: 11,900 users

Heather Brady
Marketing & Communications Manager

HR & Finance

Human Resources – Not much to talk about in HR this month. The October In-Service training focused on digital library tours of all of the TADL facilities to include the Member Libraries. October was also about Teamwork and sharing special knowledge or tips to help out fellow employees. November's In-Service is about Digital Literacy and Learning with the Tech Team providing some useful tips and training.

Finance - On the receivable side, we received an additional \$8250 in grant funds and our final Technology Contract payment of the year in the amount of \$12,000. Our Sales went up another \$2600 for the month and Overdue Fines and Fees went up \$2000. We received donations from the Friends of TADL in the amount of \$11,412 and from the Traverse Area Historical Society in the amount of \$10,000. There were also other donations that totaled up to another \$750. Unfortunately, our investments went down \$3018 dollars.

On the Expenditure side, you'll see that the General supplies jumped up in October as the Technology Dept is starting to get in some of the computers that were ordered. The supply chain may have loosened up some as we are getting in more materials that have been on backorder as can be seen by the jump in the books and media line item. Utilities remain under budget thanks to October being the third warmest on record. General Building Maintenance remains under budget but we do have some ongoing work in the Children's Dept to get the story room back in use and we plan to get some painting done yet this year at the East Bay Branch and the Local History Room. However, overall, our expenditures remain under budget at 80% while we are 83% of the year complete.

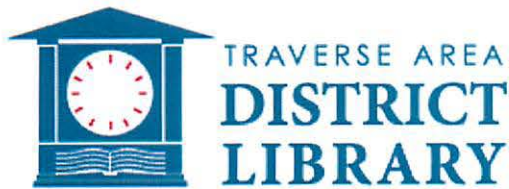
Deb Radjenovich
Business Manager

Facilities

- I ordered a new manual outside book return to replace the original one we are currently using. It has been hit one too many times by cars and is becoming difficult to lock. The new return is similar in size so we shouldn't have to expand the opening in the building.
- I changed out the charcoal filters in the air handlers. They are very expensive and very heavy but luckily we only have to change them every seven years. I also changed the pre-filters at the same time.
- As the chilli cook-off this year was held outside under a tent I had to find a way to power 18 slow cookers. Through a combination of extension cords, power strips and three generators we were able to keep the chilli hot.
- Michele and I met with an urban arborist about some of the trees on the property. It looks like we will have to replace three small maples. The large hornbeams on either side of the entrance are also showing some signs of distress possibly due to improper planting. The arborist gave me some things to look for and hopefully we can bring them back to full health.
- The lighting upgrade to LED lights has begun and the difference is striking. The increased brightness takes a little getting used to but the light is cleaner and a much more uniform color. Once all the fixtures are replaced it will become the new normal.

Bruce Bennett
Facilities Manager

TADL Talking Book Library



Administrative Reports
for the month of October
(November 18, 2021 Board Meeting)

The Visually Impaired Person Support group (VIP'S) started the month with a nature walk at Pyatt Lake. Pyatt Lake has a new universal access trail. It was a beautiful day and a lot of fun.

Senior outreach is still going strong, though one was cancelled due to a positive COVID exposure.

World Sight Day was October 14th. We held a hands-on program where patrons could come try out different things available to those who are visually impaired. We had a braille typewriter, braille slate and stylus, CCTV, and more. There were craft kits for children. They could design their own glasses.

This month our Tuesday @ Two book group met in person and virtually. We discussed *The Immortalists* by Chole Benjamin.

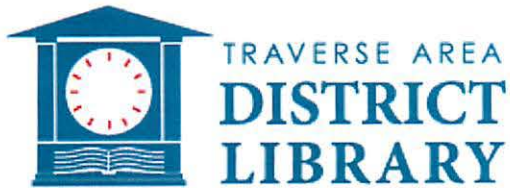
Talking Book Library took part in the children's Halloween party this year. I shared a table with processing and we handed out treats and the 'design your own glasses' craft kits.

Anita Chouinard
Talking Book Library Manager

East Bay Branch Library

- The East Bay Branch hosted the first "STEM Kit Roadshow" celebration with Newton's Road at the beginning of October, and gave out many STEAM prizes and t-shirts. Many thanks to Chantel, who represents East Bay with the STEM Kit Network.
- We are in the initial stages of creating a partnership with Grand Traverse Academy, a school without its own library. Matt met with Jim Coneset, the superintendent, and we are working on getting library cards into the hands of all their students, then we will begin classroom visits to raise awareness of our library, and encourage students to use our resources.
- Because of the lack of space at our branch, we've been hesitant to host indoor programs such as storytime and book club, but now that the weather is getting colder, outdoor programs are not feasible. Thankfully, the East Bay Township Hall has graciously allowed us to use their north conference room for indoor programming starting in November, so we can meet inside and spread out appropriately. Thanks to Beth Friend, Township Supervisor, for her enthusiasm for sharing the space with us.
- In other township collaboration news, the East Bay Township Parks Commission is planning a community garden at the Township Hall, and library staff will be part of the planning process.

Respectfully Submitted,
Matt Archibald
Branch Manager



Administrative Reports
for the month of October
(November 18, 2021 Board Meeting)

Kingsley Branch Library

Donations from Kingsley Friends of the Library and anonymous donors allowed our staff to create Literacy Kits for young community members who use the services provided by the primary food pantry in Kingsley. This is a targeted outreach program to find and support our at-risk youth who may not already use library services. The kits include books, workbooks, literacy manipulatives (hand puppets, counting tools, etc.), play and song ideas for parents who want to engage their children further, toys (because it can't be all work) and a sturdy tote. Since August 2021, the primary food pantry has distributed 60 Kits!

Newton's Road, one of our purposeful partnerships, sponsored a STEM Kits for Regional Libraries Celebration through the month of October. KBL's event took place after school on October 1st, and attendees tested new kits, engaged in a building activity, and names were drawn for STEM-themed prizes. This event created a lot of community buzz and about ½ of our STEM kits were checked out the following week, up about 25% from a typical week.

Every single Kingsley Elementary School class (approximately 450 students preschool through 5th grade) visited KBL in support of KES' "Fall Into Reading" challenge for the last two weeks in October. Teachers appreciated the innovative engagement we cultivated in these visits, by personalizing each class' experience for accessibility, age-appropriateness, and stated goals of the class. One teacher so enjoyed the experience that they've arranged weekly visits to the library for their students, which is the best outcome we could hope for.

Our Wigglers Storytimes, held twice-weekly, average 17 children per session. Teen Dungeons & Dragons continues to have 16 regular players. Chef Tom draws 10 participants for his monthly cooking class.

Respectfully submitted,

Amy Barritt
Branch Manager

TRAVERSE AREA DISTRICT LIBRARY
CONSOLIDATED EXPENSES
MONTH ENDING
OCTOBER 31, 2021

| <i>CATEGORY</i> | <i>BUDGET</i> | <i>2021 YTD</i> | <i>2020 YTD</i> | <i>VARIANCE</i> | <i>% OF BUDGET</i> |
|---|------------------|---------------------|---------------------|------------------|------------------------|
| Salaries & Wages | 2,431,419 | 1,933,402 | 1,838,450 | 498,017 | 79.5% |
| Social Security/Medicare | 68,125 | 49,793 | 49,572 | 18,332 | 73.1% |
| Health/Hospitalization | 375,446 | 307,772 | 283,648 | 67,674 | 82.0% |
| Vision Insurance | 4,035 | 3,721 | 2,719 | 314 | 92.2% |
| Dental Insurance | 28,908 | 25,549 | 18,829 | 3,359 | 88.4% |
| Life Insurance | 9,295 | 6,905 | 6,634 | 2,390 | 74.3% |
| MERS Defined Contribution Retirement | 153,995 | 122,206 | 116,918 | 31,789 | 79.4% |
| MERS Unfunded Liability | 320,000 | 300,000 | 210,000 | 20,000 | 93.8% |
| 401K Retirement Contribution | 115,820 | 87,911 | 83,142 | 27,909 | 75.9% |
| Unemployment Comp. | 1,500 | 0 | 7,146 | 1,500 | 0.0% |
| Workers' Compensation | 10,000 | 7,860 | 7,860 | 2,140 | 78.6% |
| Disability Insurance | 8,425 | 5,658 | 6,176 | 2,767 | 67.2% |
| Office/Cat./General Supplies/Postage | 119,795 | 108,386 | 77,599 | 11,409 | 90.5% |
| Covid-19 Supplies | 7,000 | 3,716 | 21,640 | 3,284 | 53.1% |
| Books/Media/Online Resources | 626,100 | 519,771 | 481,951 | 106,329 | 83.0% |
| Repair & Maintenance Supplies | 6,750 | 4,675 | 1,967 | 2,075 | 69.3% |
| Professional & Contractual Services | 270,355 | 178,381 | 165,994 | 91,974 | 66.0% |
| Communications | 37,790 | 24,079 | 22,569 | 13,711 | 63.7% |
| Education & Travel | 45,460 | 20,343 | 27,896 | 25,117 | 44.7% |
| Printing & Microfilming | 3,900 | 3,075 | 1,733 | 825 | 78.8% |
| Advertising & Outreach | 17,500 | 12,945 | 8,708 | 4,555 | 74.0% |
| Insurance & Bonds | 33,746 | 33,563 | 30,708 | 183 | 99.5% |
| Utilities | 118,200 | 76,102 | 69,323 | 42,098 | 64.4% |
| Covid-19 Building Maintenance | | | 16,502 | | |
| General Building & Grounds Maintenance | 355,170 | 204,764 | 165,428 | 150,406 | 57.7% |
| Member Allocations | 569,721 | 569,720 | 550,188 | 1 | 100.0% |
| Miscellaneous | 3,500 | 59 | 277 | 3,441 | 1.7% |
| Property Tax Reimbursement | 6,500 | 6,504 | 928 | (4) | 100.1% |
| Furniture/Equipment/Software | 85,925 | 64,416 | 49,448 | 21,510 | 75.0% |
| Contingency | 7,000 | 0 | 0 | 7,000 | 0.0% |
| TOTAL EXPENDITURES | 5,841,380 | 4,681,275 | 4,323,951 | 1,160,105 | 80.1% |
| | | | | | |
| 2021 APPROVED BUDGET | | | | | |
| EXPENSES BY CATEGORY | | | | | |
| Personnel | 3,526,968 | 2,850,777 | 2,631,092 | 676,191 | 80.8% |
| Supplies | 759,645 | 636,547 | 583,158 | 123,098 | 83.8% |
| Other Services and Charges | 1,461,842 | 1,129,535 | 1,060,252 | 332,307 | 77.3% |
| Capital Outlay | 92,925 | 64,416 | 49,448 | 28,510 | 69.3% |
| TOTAL EXPENDITURES | 5,841,380 | 4,681,275 | 4,323,951 | 1,160,105 | 80.1% |
| This statement reflects activity through the tenth month of the 2021 fiscal year. | | | | | |
| Percentage of the year completed 83%. | | | | | |
| Certain items with higher percentages may have been paid quarterly or annually for the fiscal year. | | | | | |
| | | | | | |

TRAVERSE AREA DISTRICT LIBRARY
REVENUE
MONTH ENDING
OCTOBER 31, 2021

| CATEGORY DESCRIPTION | BUDGET | 2021 YTD | 2020 YTD | VARIANCE | % OF BUDGET |
|---|------------------|---------------------|---------------------|------------------|------------------------|
| Property Tax (Current, Delinquent, Other) | 5,164,735 | 5,170,516 | 4,988,789 | (5,781) | 100.1% |
| State Aid - Library | 83,750 | 84,472 | 77,974 | (722) | 100.9% |
| State Aid - TBL | 41,075 | 41,072 | 41,073 | 3 | 100.0% |
| Local Support - TBL & Other Grants | 18,400 | 112,444 | 22,209 | (94,044) | 611.1% |
| Fees/Services | 42,150 | 41,901 | 28,893 | 249 | 99.4% |
| Sales | 20,000 | 18,123 | 14,148 | 1,877 | 90.6% |
| Penal Fines - \$196,000 for this Category per budget | | 0 | | | |
| Penal Fines - Grand Traverse Co. | 168,250 | 147,612 | 168,240 | 20,638 | 87.7% |
| Penal Fines - Leelanau Co. | 5,900 | 6,604 | 5,888 | (704) | 111.9% |
| Penal Fines - Benzie Co. | 21,850 | 20,549 | 21,855 | 1,301 | 94.0% |
| Overdue Fines/Replacement Fees | 32,000 | 13,827 | 26,858 | 18,173 | 43.2% |
| Interest & Dividends/Gains/Losses on Inv. | 15,000 | 2,846 | 25,285 | 12,154 | 19.0% |
| Rents & Royalties | 2,200 | 0 | 750 | 2,200 | 0.0% |
| Contributions | 24,570 | 45,418 | 28,257 | (20,848) | 184.9% |
| Misc Revenue & Reimbursements | 1,500 | 27,789 | 1,456 | (26,289) | 1852.6% |
| TOTAL REVENUE | 5,641,380 | 5,733,171 | 5,451,675 | (91,791) | 101.6% |
| Transfer In | 200,000 | 200,000 | 110,000 | 0 | |
| Use of Fund Balance | | | | 0 | |
| TOTAL | 5,841,380 | 5,933,171 | 5,561,675 | (91,791) | 101.6% |
| TOTAL REVENUE, TRANSFERS & USE OF FB | 5,841,380 | 5,933,171 | 5,561,675 | (91,791) | 101.6% |
| TOTAL EXPENDITURES | 5,841,380 | 4,681,275 | 4,323,951 | 1,160,105 | 80.1% |
| REVENUE OVER (UNDER) EXPENSE | | 1,251,896 | 1,237,724 | | |
| This statement reflects activity through the tenth month of the 2021 fiscal year. | | | | | |
| Percentage of the year completed is 83%. | | | | | |
| | | | | | |
| | | | | | |



9411 Tenth Street, Interlochen, MI 49643
231-276-6767

NOVEMBER DIRECTOR'S REPORT—JENNIFER THOMET

"Coming to the library is my daughter's favorite part of the week."

Friends, that put a big smile on my face. A mother and her toddler were playing in the children's library when she told me that. She said she doesn't work on Fridays, and now she brings her daughter in each week. It's their special time together. Her daughter wakes up and proclaims, "go to library!"

Libraries are one of the last remaining public spaces.

As a public space, we at IPL take extra precautions to ensure that everyone is safe this flu and Covid season. We continue to wipe down surfaces, clean high-touch areas, and rotate toys and other items. Our programming is in the community room to accommodate social distancing. As we enter the colder months, some of our programming will kindly ask you to wear masks if you wish to participate.

Spread the Words

Beaded Bracelet class is on November 13th at 11 am. This month's Adult and Teen make and take craft is a Thanksgiving painting rock. The Friends annual mitten tree starts on November 29th. There will be a Holiday Harp and Viola concert Saturday, December 18th, from 2-3 pm. Masks are kindly requested. Thank you to the Friends of IPL for sponsoring these programs.

Rory Baker will be offering a Medicare informational session on Saturday, November 13th, at 2 pm. Medicare Annual Election Period is from October 15-December 7, 2021. Options can be confusing. Do you have questions regarding the recent changes to Medicare, drug plans, or what doctor you can see? Put the pieces together with this information session led by licensed professional Rory Baker. If you are on Medicare or becoming Medicare eligible, this information session is for you.

Health and Wellness

If you missed November's Grief and the Holidays bereavement class, no worries; IPL is working with Sharon Neumann for more courses and programs in the future. The Healthy Holiday Substitutions will be on December 6th at 2-3:30 pm: Let's Modify Those Recipes! Class. Dianna Teasdale will show how to use substitutions to lighten up your favorite holiday recipes.

Circulation Oct 2021: 4,957; (Oct 2019: 5,938)
Hold Transit Counts Oct 2021: 562 to other libraries; 1148 from other libraries to IPL
Programs: Oct 2021: 60 programs, 772 General Attendance;
Patron Count: Oct 2021: 2,918 Curbside Pickup: October: 2021: 4
Questions Answered: October: 782
Computer Use: Oct: 134
Total New Library Cards Issued in Oct: 24



PCL's annual audit for the July 1, 2020 – June 30, 2021 Fiscal Year is complete. It was a clean audit. The State approved and has issued a Qualifying Statement showing we are in compliance. The audit is available to the public at: https://www.michigan.gov/treasury/0,4679,7-121-1751_31038---,00.html

Our Annual Appeal letter will go out November 15 to all Old Mission residents. It is our biggest fundraiser of the year, last fiscal year generating \$31,000 in local gifts to PCL.

A patron has donated an exquisite quilt to hang in the Children's Area of the library. The quilt is of the geographical area that is Old Mission and the surrounding bays in shades of green and blue, with areas reflecting the various forested and farming areas of the Peninsula. Another patron donated funds to have it framed. It is the perfect compliment to an antique map of the Peninsula over the fireplace directly opposite.

The StoryWalk Exhibit Signs have been installed by Old Mission Associates. The 15 pedestal frames will allow us to easily change stories on a frequent basis, while promoting literacy and outdoor fun for families. They have truly enhanced the Children's Garden. The signs were donated by a patron; installation by the Friends of Peninsula Community Library. Still to go in the Garden is a reading tunnel, which will happen next year. I am still seeking a donor for that. Additional memorial bricks were also installed. The bricks are a project of the Friends of Peninsula Community Library and will be offered on an ongoing basis for installation once a year.

The contract for the drainage plan developed by Gosling Czubak Engineering has been awarded to Old Mission Associates. The plan includes a series of French drains as well as rain swales with native plants. Old Mission Associates is hoping to get started yet this year with a completion date sometime next spring. The cost of the fix to manage the rivers of water coming down the hills is \$20,000.

Outreach to our community last month included Witch Wendy's (the PCL Director's alter ego) annual Halloween storytelling in the Old Mission Peninsula School's amphitheater after a pumpkin lit walk through the woods. Witch Wendy and the Pumpkin Walk came to life in 2006 as a joint program between PCL and the PTO. Save for last year when Witch Wendy shared stories from her home via Zoom due to Covid-19, the Walk has happened every year since. One story must be told every year: The Vinder Viper. Witch Wendy left it out one year and the outcry was so loud, she had to read it over morning announcements AFTER Halloween. She has never made that mistake again

Quote from a six-year patron checking out with his parents at PCL's circulation desk after enjoying an afternoon at the library: "This is the funnest (sic) library in the whole wide world!"

Circulation Oct 2020: 2418, Oct 2021: 2339: + 38 manual checkouts

Oct Volunteers: 16 people, 36 hours of time to PCL. Curbside pickups: 3. New library cards: 11

Hold Transit Counts Oct 2021: 551 to other libraries from PCL, 338 from other libraries to PCL

Programs Oct 2021: 19 Program Participation Oct 2021: 486 Reference Questions: 361

Website Hits: 1075



TADL Board of Trustees Finance & Facilities Committee

November 2, 2021
4:00 pm ~ Thirlby Room and Zoom

610 Woodmere Ave. / Traverse City, MI / 49686

Attendance: S. Odgers and C. Sullivan Trustees. B. Bennett, D. Radjenovich, and M. Howard, staff. J. Jones, Board President and K. Zeits, legal counsel, were also in attendance.

Agenda Approval: The agenda was approved in a changed order.

Minutes Approval: Minutes from the October 5, 2021 Finance and Facilities and Services Committee were approved.

Public Comment: No public comment.

Finance:

Member Library Negotiation

Jones and Sullivan led a discussion about the Member Negotiation. Howard will draft a letter for the Negotiation Team to present to Interlochen Public Library's negotiating team.

Jones and Zeits left the meeting after this topic.

2022 Budget

Howard and Radjenovich presented the budget. There was much discussion and the committee approved the budget. The November board meeting will include the Budget Hearing.

Request for Proposals for Insurance Carriers

It has come to Howard's attention that we have not had an RFP for Insurance Carriers in over 10 years. She would like approval from the Committee to go out for Request for Proposals for Insurance Carriers. It was motioned by Odgers and supported by Sullivan to bring this request to the full Board for approval at the November meeting.

Facilities:

Long Term Planning:

Howard has created a long-term plan that she shared with the Trustees. Bennett is researching whether it makes sense to hold off on the roof because of supply chain issues. They are still having difficulty reaching the architect Fred and he has still not created the plans to go out for bid regardless of any deadlines. Bennett will continue to contact Fred. They will report back to the committee in December.

Covid Tree Dedication:

Bennett and Howard talked to an arborist and we will need to replace some trees in the front that have been damaged and are dying. This is a great opportunity to have a Covid Remembrance Tree. Howard will bring this back for discussion in the spring.

Approval for Holiday Party with Alcohol on Library Property

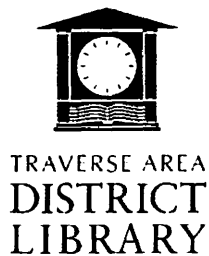
Howard would like to do a Holiday party and the staff is very excited about this. She is researching having it at the Filling Station or perhaps on location at the Main Library. She would like permission to service food and alcohol at the party for staff. Odgers made the motion to allow Howard to have food and alcoholic beverages for a staff party on library property after hours. The motion was supported by Sullivan and will be brought to the full board for approval at the November meeting.

Next Meeting Date / Time: December 7 2021 at 4:00pm.

Next Meeting Topic Suggestions: Budget Adjustments

Public Comment: No public Comment.

Adjournment: The meeting adjourned at 5:46 pm



TADL Board of Trustees Policy and Personnel Committee

November 2, 2021
10:00 am Thirlby Room

610 Woodmere Ave. / Traverse City, MI / 49686

Attendance: M. Vickery, Chair. M. Pakieser, J. Wescott, Trustees; M. Myers. D. Radjenovich, M. Howard, staff.

Agenda Approval: The agenda was approved.

Minutes Approval: The minutes of the October 5, 2021 meeting were approved.

Public Comment: There was none.

Policy:

Land Acknowledgement

With November being Native American Heritage Month, Howard asked Holly T. Bird (attorney and indigenous activist) to craft a Land Acknowledgement to be read at the November Board meeting if the trustees feel it would be appropriate. There was general support and much discussion. It was suggested that President Jones read this version into the record and then if the Trustees wish to continue some form of these, the committee will consider it at future meetings.

Bylaws Amendments

Howard and Carpenter are continuing to review policies including the Bylaws. Howard suggested some procedural changes including changing the order of the Reports. Pakieser suggested the Board use the Carver Model that includes a Consent Calendar. Also suggested was to “highlight” one member or branch library per month on a rotating basis to reduce the burden on the Member Directors and to offer more time when they are presenting. It was motioned by Wescott and supported by Pakieser to discuss this at the November Board meeting and return to committee to make further discussions.

1.51 Electronic Communication

Howard indicated there were only minor changes to this policy to clarify the importance and usage of this form of business-related trustee communication. It was motioned by Pakieser and supported by Wescott to approve the changes, and bring the policy to the whole Board for approval at the November meeting.

1.7 Policy Ethics Statement

Howard indicated there were no changes to this policy, but she would like to renumber it. Vickery mentioned it would be a good idea to include a signature line about the Ethics Statement on the Conflict Disclosure Statement. It was motioned by Pakieser and supported by Wescott to approve the changes, and bring the policy to the whole Board for approval at the November meeting.

1.8 Remote Participation

Howard indicated there were only formatting changes to this policy but it's a good time to remind everyone that after December 31, 2021, the only reason to attend a meeting remotely is for military duty. The committee approved the formatting changes and the policy will be brought to the whole Board for approval at the November meeting.

Personnel:

Director Review

Howard presented her own personal review to the committee. After some discussion the committee decided to do a hybrid approach to the director review including past questions that are the same and new questions to solicit Board remarks about the function of the Board and the director. The review for 2022 will include the tools and benchmarks mentioned in the Strategic Plan and likely be a very different review. Vickery asked Howard to create the review and forward it to the committee.

Next Meeting Date / Time: December 7, 2021 at 10:00 am.

Next Meeting Topic Suggestions: Director Evaluation; Continued Policy Review

Public Comment: Myers mentioned the importance of the Director review as it is tied to raises. Myers complimented Howard as the most hard-working person in the library.

Adjournment: The meeting adjourned at 11:33 am.

1.2 Electronic Communication for Trustees Policy

In compliance with the Michigan Open Meetings Act and in recognition of the desire of the public to contact Library Trustees individually about matters relating to the library, the Traverse Area District Library Board authorizes the Library to assign electronic mail accounts to currently serving Trustees for the purpose of receiving communications about Board matters from the public, fellow Trustees, TADL Administration and Attorney Client communications.

- E-mail addresses will be issued within the tadl.org domain.
- Trustees will have direct access to these accounts.
- Trustees will rely on these accounts for all digital Board communications.

New on January 20, 2011 / Revised November 18, 2021

Motion by: Vickery

Adopted: Yes No

Support by: Pakieser

M. Pakieser

M. Pakieser, Board Secretary

11-18-2021
Date

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- Trustees will have direct access to these accounts.
- Trustees will rely on these accounts for all digital Board communications.

New on January 20, 2011 / Revised November 18, 2021

Motion by: _____

Adopted: Yes No

Support by: _____

M. Pakieser, Board Secretary

Date

1.4 Traverse Area District Library Trustee Ethics Statement

Traverse Area District Library Trustees are accountable for the resources of the Traverse Area District Library (TADL) as well as to see that TADL provides the best possible service to its community. Trustees recognize that their authority lies only within the legal actions of the Board and not with the individual actions of its members. Every TADL Trustee makes a personal commitment to contribute the time and energy to faithfully carry out their duties and responsibilities effectively and with absolute truth, honor and integrity. In order to protect the integrity of TADL deliberations and decisions, trustees, by their signature, accept their ethical obligations to:

- Comply with all local, State, Federal and Freedom of Information laws, rules and regulations that apply to them and TADL.
- Encourage and respect the opinions and participation of TADL trustees, staff, patrons, and members of the public in deliberation of matters before Board.
- Act independently of public pressure and partisan interests in fulfilling their responsibilities as Library Trustees.
- Support and protect all TADL patrons' rights to access and to privacy in the use of TADL's resources.
- Acknowledge and support the actions and decisions of the Board and to distinguish clearly in their public actions and statements between their personal opinions and attitudes and those of TADL.
- Respect and protect confidential information related to TADL business.
- Comply with TADL's Conflict of Interest Policy, avoiding any situation in which personal or financial benefits for either themselves or others could result from their position on the Board or access to privileged TADL information.
- Disqualify themselves immediately whenever the appearance of or a conflict of interest exists.
- Avoid actions that would result in unwarranted TADL privileges or advantages for themselves or anyone else who uses and does business with TADL.
- Support the Library Director and avoid actions that interfere with the Director's responsibility to manage TADL and supervise TADL staff.
- Support TADL librarians in responding to efforts by groups or individuals to censor library materials or programs.

Approved March 21, 2019 / Re-affirmed November 16, 2021

Motion by: Vickery

Adopted: Yes No

Support by: Wescott

M. Pakieser

M. Pakieser, Board Secretary

11-18-2021
Date

1.4 Traverse Area District Library Trustee Ethics Statement

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- Act independently of public pressure and partisan interests in fulfilling their responsibilities as Library Trustees.
- Support and protect all TADL patrons' rights to access and to privacy in the use of TADL's resources.
- Acknowledge and support the actions and decisions of the Board and to distinguish clearly in their public actions and statements between their personal opinions and attitudes and those of TADL.
- Respect and protect confidential information related to TADL business.
- Comply with TADL's Conflict of Interest Policy, avoiding any situation in which personal or financial benefits for either themselves or others could result from their position on the Board or access to privileged TADL information.
- Disqualify themselves immediately whenever the appearance of or a conflict of interest exists.
- Avoid actions that would result in unwarranted TADL privileges or advantages for themselves or anyone else who uses and does business with TADL.
- Support the Library Director and avoid actions that interfere with the Director's responsibility to manage TADL and supervise TADL staff.
- Support TADL librarians in responding to efforts by groups or individuals to censor library materials or programs.

Approved March 21, 2019 / *Re-affirmed November 16, 2021*

Motion by: _____

Adopted: Yes No

Support by: _____

M. Pakieser, Board Secretary

Date

1.8 Remote Participation at Meetings by Traverse Area District Library Board Members and the Public Policy

- I. A Board member may participate in any meeting of the Traverse Area District Library (TADL) Board remotely as follows:

- 1) Through December 31, 2020 (or as may be extended by the Michigan Open Meetings Act or other law or order):

Remote meetings of the TADL Board or committees or remote attendance of a member may occur for any reason.

- 2) From January 1, 2021 through December 31, 2021 (or such other period as established by the Michigan Open Meetings Act or other law or order):

a) A member may attend remotely if the member's physical absence is due to military duty.

b) A member may attend remotely if the member's physical absence is due to a medical condition, which is defined as an illness, injury, disability or other health-related condition.

These circumstances (2a and 2b) apply to individual members, and only those members may participate remotely. The other members of the TADL Board must be physically present to participate.

c) The TADL Board may meet remotely in the event of a declared Statewide or local state of emergency or state of disaster that would risk the personal health or safety of the public or members of the public body if the scheduled meeting location is within the area affected by the declared emergency or disaster or a member of the TADL Board resides in an area affected by the declared emergency or disaster.

- 3) After January 1, 2022 (or such other date as established by the Michigan Open Meetings Act or other law or order):

The member's physical absence is due to military duty. This circumstance applies to individual members, and only those members may participate remotely. The other TADL Board members or committee members must be physically present to participate.

- II. The following procedures shall be used for any remote meeting:

- 1) Notice of the meeting shall be posted as follows:
 - a) The Library Director or designee shall post on the homepage of TADL's website in a conspicuous location and at the Woodmere branch of the TADL Library, the following notice of the public meeting at least 18 hours in advance of the meeting:
 - i. An explanation of why the Board or committee is meeting remotely.
 - ii. Contact information for all members attending remotely along with information about how the public may contact the member(s) to provide input on any business that will come before the Board or its committees.
 - iii. The dial-in conference number or other necessary information for members of the public to utilize to access the meeting remotely.
 - iv. The agenda for the meeting at least 18 hours prior to the meeting.
 - v. Procedures by which persons with disabilities may participate in the meeting.
 - b) If any meeting includes a public hearing, all material that will be considered by the Board or committee at the public hearing shall be posted or linked on the homepage of TADL's website in a conspicuous location as well as available for inspection at the Woodmere branch, not less than 18 hours prior to the public hearing or as otherwise required by law. This provision shall not apply to written public comments received by the Board or committee for the public hearing.
- 2) The technology being utilized shall allow the Board Member to see and communicate with any Board Member in attendance and any member of the public or staff attending and shall allow any Board Member, any member of the public, or staff attending to see the Board Member and communicate with the Board Member who is attending remotely. An exception to this rule shall be made for any Board Member attending remotely if it is not practicable for the Board Member to utilize video technology. In that case, a Board Member attending remotely may participate by technology that allows the Board Member to communicate with any other Board Member in attendance and any member of the public or staff attending and shall allow any Board Member, any member of the public, or staff attending to communicate with the Board Member who is attending remotely.
- 3) A Board Member'(s) remote attendance pursuant to this Policy shall be considered attendance for the purpose of establishing a quorum.
- 4) Any vote by a Board Member participating remotely pursuant to this Policy shall be counted in the total number of votes for any matter and shall not be held invalid for the reason that it was cast by a Board Member remotely.

- 5) If any member is participating remotely, all votes on any matter shall be taken by roll call vote.
- 6) For closed sessions conducted with any Board Member participating remotely, each Board Member attending remotely shall not allow anyone else to hear or view the closed session. All Board Members attending remotely shall affirm, before the closed session begins, that they are in compliance with this section.
- 7) Emails, texting, or other forms of electronic communication by or between Board Members during the meeting shall not be allowed.
- 8) If an email, text or other form of electronic communication is received by a Board Member attending remotely, the email, text, or other electronic communication shall be read by the Board Member receiving the communication during the meeting.
- 9) A Board Member attending remotely shall disclose any person who is participating in the meeting in the same room or vicinity as the Board Member attending remotely, and, if attending remotely for a purpose other than for military duty, the member's physical location by stating the county, city, township or village and state or country from which they are attending remotely. This disclosure shall be included within the meeting minutes.
- 10) If a Board Member will be attending a meeting remotely, the agenda shall include the method that the public may utilize to contact the Board Member attending remotely to provide input to the Board Member on any business that will come before the Library Board at the meeting. The agenda with such information shall be posted and made available to the public at least 18 hours before any meeting where a Board Member will be attending remotely.
- 11) Immediately after calling a remote meeting of the TADL Board or committee to order, the chair of the meeting shall insure that the dial-in number for the public or other means for the public to attend the meeting remotely is working. If the dial-in number or other means of attending the meeting remotely is not working, the meeting shall be immediately adjourned by the chair of the meeting without any decision or deliberation on any matter.
- 12) If the dial-in number or other means of conducting the meeting remotely is working, attendance shall be taken for all persons attending, including members of the public if applicable. If the number of persons in attendance, including the TADL Board or committee members, exceeds the capacity of the remote meeting method, the meeting shall be immediately adjourned without deliberation or a decision on any matter except to adjourn the meeting. If members of the public remotely join the meeting during the course of the meeting, they will be asked, but not required, to identify themselves and shall be added to the public attendance list for the meeting.

No member of the public shall be required to identify themselves except as necessary to permit the person to participate in public comment.

- 13) If any member of the public is attending a remote meeting remotely, each member of the public shall be provided an opportunity to provide public comment during the public comment portion of the agenda and prior to TADL Board or committee action on any matter requiring a public hearing.
- 14) The opportunity for public comment shall be given by the chair of the meeting or such other person as designated by the chair asking each individual attending by name whether they have any public comment (the "Roll Call Method") or such other method to ensure each member of the public attending has an opportunity to provide public comment as allowed by the remote meeting platform being utilized.
 - a. Roll Call Method. If the Roll Call Method is utilized, the chair of the meeting or person designated by the chair shall not move to the next name or person for public comment unless the person verbally confirms that they have no comment or there is no response after at least thirty (30) seconds. At the conclusion of the Roll Call Method, the chair or person designated by the chair will inquire whether there is any further public comment of any member of the public attending that had not been called. Any member of the public not already called desiring to give public comment shall be permitted to provide public comment.
 - b. Other Method. If another method for providing public comment is utilized as allowed by the remote meeting platform, the chair or person designated by the chair shall utilize such methods as necessary to ensure all members of the public attending the meeting have an opportunity to provide public comment and shall not close public comment until the chair or person designated by the chair has ascertained that no member of the public has any further public comment.
- 15) The chair of the meeting shall control the order and duration of any public comment subject to appeal. The chair of the meeting shall have the authority to limit and terminate any public comment that becomes disruptive, obscene, unduly repetitive, or impedes the orderly progress of the meeting.
- 16) If any member of the public is attending a remote meeting of the Board or committee, and a closed session is called by the TADL Board or committee as permitted by the Open Meetings Act, a separate call in number or other electronic means of remotely participating shall be available for the TADL Board or committee to utilize for a closed session that is not available to the public, the chair of the meeting shall clearly indicate at what point in the agenda the closed session will occur, the projected length of the closed session, that the public will not be able to hear the TADL Board or committee or provide comment during the closed session,

and the TADL Board or committee shall return to the public meeting following closed session to adjourn the meeting or take other action as necessary.

- III. The following procedures shall be used when any member of the Board or a committee is attending a meeting of the Board or committee at a non-remote meeting of the Board or committee:

When one or more members are participating remotely in a non-remote meeting of the TADL Board or committee as authorized by this Resolution or the Open Meetings Act, the procedures as set forth in Section II shall apply as applicable.

New on October 15, 2012 / Revised December 17, 2020 / Reviewed and Re-affirmed November 16, 2021

Motion by: Vickery

Adopted: Yes No

Support by: Pakieser

M. Pakieser

M. Pakieser, Board Secretary

11-18-2021
Date

1.8 Remote Participation at Meetings by Traverse Area District Library Board Members and the Public Policy

I. A Board member may participate in any meeting of the Traverse Area District Library (TADL) Board remotely as follows:

1) Through December 31, 2020 (or as may be extended by the Michigan Open Meetings Act or other law or order):

Remote meetings of the TADL Board or committees or remote attendance of a member may occur for any reason.

2) From January 1, 2021 through December 31, 2021 (or such other period as established by the Michigan Open Meetings Act or other law or order):

a) A member may attend remotely if the member’s physical absence is due to military duty.

b) A member may attend remotely if the member’s physical absence is due to a medical condition, which is defined as an illness, injury, disability or other health-related condition.

These circumstances (2a and 2b) apply to individual members, and only those members may participate remotely. The other members of the TADL Board must be physically present to participate.

c) The TADL Board may meet remotely in the event of a declared Statewide or local state of emergency or state of disaster that would risk the personal health or safety of the public or members of the public body if the scheduled meeting location is within the area affected by the declared emergency or disaster or a member of the TADL Board resides in an area affected by the declared emergency or disaster.

3) After January 1, 2022 (or such other date as established by the Michigan Open Meetings Act or other law or order):

The member’s physical absence is due to military duty. This circumstance applies to individual members, and only those members may participate remotely. The other TADL Board members or committee members must be physically present to participate.

II. The following procedures shall be used for any remote meeting:

- 1) Notice of the meeting shall be posted as follows:
 - a) The Library Director or designee shall post on the homepage of TADL's website in a conspicuous location and at the Woodmere branch of the TADL Library, the following notice of the public meeting at least 18 hours in advance of the meeting:
 - i. An explanation of why the Board or committee is meeting remotely.
 - ii. Contact information for all members attending remotely along with information about how the public may contact the member(s) to provide input on any business that will come before the Board or its committees.
 - iii. The dial-in conference number or other necessary information for members of the public to utilize to access the meeting remotely.
 - iv. The agenda for the meeting at least 18 hours prior to the meeting.
 - v. Procedures by which persons with disabilities may participate in the meeting.
 - b) If any meeting includes a public hearing, all material that will be considered by the Board or committee at the public hearing shall be posted or linked on the homepage of TADL's website in a conspicuous location as well as available for inspection at the Woodmere branch, not less than 18 hours prior to the public hearing or as otherwise required by law. This provision shall not apply to written public comments received by the Board or committee for the public hearing.
- 2) The technology being utilized shall allow the Board Member to see and communicate with any Board Member in attendance and any member of the public or staff attending and shall allow any Board Member, any member of the public, or staff attending to see the Board Member and communicate with the Board Member who is attending remotely. An exception to this rule shall be made for any Board Member attending remotely if it is not practicable for the Board Member to utilize video technology. In that case, a Board Member attending remotely may participate by technology that allows the Board Member to communicate with any other Board Member in attendance and any member of the public or staff attending and shall allow any Board Member, any member of the public, or staff attending to communicate with the Board Member who is attending remotely.
- 3) A Board Member'(s) remote attendance pursuant to this Policy shall be considered attendance for the purpose of establishing a quorum.
- 4) Any vote by a Board Member participating remotely pursuant to this Policy shall be counted in the total number of votes for any matter and shall not be held invalid for the reason that it was cast by a Board Member remotely.

- 5) If any member is participating remotely, all votes on any matter shall be taken by roll call vote.
- 6) For closed sessions conducted with any Board Member participating remotely, each Board Member attending remotely shall not allow anyone else to hear or view the closed session. All Board Members attending remotely shall affirm, before the closed session begins, that they are in compliance with this section.
- 7) Emails, texting, or other forms of electronic communication by or between Board Members during the meeting shall not be allowed.
- 8) If an email, text or other form of electronic communication is received by a Board Member attending remotely, the email, text, or other electronic communication shall be read by the Board Member receiving the communication during the meeting.
- 9) A Board Member attending remotely shall disclose any person who is participating in the meeting in the same room or vicinity as the Board Member attending remotely, and, if attending remotely for a purpose other than for military duty, the member's physical location by stating the county, city, township or village and state or country from which they are attending remotely. This disclosure shall be included within the meeting minutes.
- 10) If a Board Member will be attending a meeting remotely, the agenda shall include the method that the public may utilize to contact the Board Member attending remotely to provide input to the Board Member on any business that will come before the Library Board at the meeting. The agenda with such information shall be posted and made available to the public at least 18 hours before any meeting where a Board Member will be attending remotely.
- 11) Immediately after calling a remote meeting of the TADL Board or committee to order, the chair of the meeting shall insure that the dial-in number for the public or other means for the public to attend the meeting remotely is working. If the dial-in number or other means of attending the meeting remotely is not working, the meeting shall be immediately adjourned by the chair of the meeting without any decision or deliberation on any matter.
- 12) If the dial-in number or other means of conducting the meeting remotely is working, attendance shall be taken for all persons attending, including members of the public if applicable. If the number of persons in attendance, including the TADL Board or committee members, exceeds the capacity of the remote meeting method, the meeting shall be immediately adjourned without deliberation or a decision on any matter except to adjourn the meeting. If members of the public remotely join the meeting during the course of the meeting, they will be asked, but not required, to identify themselves and shall be added to the public attendance list for the meeting.

- No member of the public shall be required to identify themselves except as necessary to permit the person to participate in public comment.
- 13) If any member of the public is attending a remote meeting remotely, each member of the public shall be provided an opportunity to provide public comment during the public comment portion of the agenda and prior to TADL Board or committee action on any matter requiring a public hearing.
- 14) The opportunity for public comment shall be given by the chair of the meeting or such other person as designated by the chair asking each individual attending by name whether they have any public comment (the "Roll Call Method") or such other method to ensure each member of the public attending has an opportunity to provide public comment as allowed by the remote meeting platform being utilized.
- a. Roll Call Method. If the Roll Call Method is utilized, the chair of the meeting or person designated by the chair shall not move to the next name or person for public comment unless the person verbally confirms that they have no comment or there is no response after at least thirty (30) seconds. At the conclusion of the Roll Call Method, the chair or person designated by the chair will inquire whether there is any further public comment of any member of the public attending that had not been called. Any member of the public not already called desiring to give public comment shall be permitted to provide public comment.
 - b. Other Method. If another method for providing public comment is utilized as allowed by the remote meeting platform, the chair or person designated by the chair shall utilize such methods as necessary to ensure all members of the public attending the meeting have an opportunity to provide public comment and shall not close public comment until the chair or person designated by the chair has ascertained that no member of the public has any further public comment.
- 15) The chair of the meeting shall control the order and duration of any public comment subject to appeal. The chair of the meeting shall have the authority to limit and terminate any public comment that becomes disruptive, obscene, unduly repetitive, or impedes the orderly progress of the meeting.
- 16) If any member of the public is attending a remote meeting of the Board or committee, and a closed session is called by the TADL Board or committee as permitted by the Open Meetings Act, a separate call in number or other electronic means of remotely participating shall be available for the TADL Board or committee to utilize for a closed session that is not available to the public, the chair of the meeting shall clearly indicate at what point in the agenda the closed session will occur, the projected length of the closed session, that the public will not be able to hear the TADL Board or committee or provide comment during the closed session,

and the TADL Board or committee shall return to the public meeting following closed session to adjourn the meeting or take other action as necessary.

III. The following procedures shall be used when any member of the Board or a committee is attending a meeting of the Board or committee at a non-remote meeting of the Board or committee:

When one or more members are participating remotely in a non-remote meeting of the TADL Board or committee as authorized by this Resolution or the Open Meetings Act, the procedures as set forth in Section II shall apply as applicable.

New on October 15, 2012 / Revised December 17, 2020 / Reviewed and Re-affirmed November 16, 2021

Motion by: _____

Adopted: Yes No

Support by: _____

M. Pakieser, Board Secretary

Date

MEMBER LIBRARY AGREEMENT

This Agreement is made this 10th day of November, 2021, by and between the **Traverse Area District Library**, a Michigan district library, whose address is 610 Woodmere, Traverse City, Michigan 49686 (“TADL”) and **Fife Lake Public Library**, a Michigan township library, whose address is 77 Lakecrest Lane, Fife Lake, Michigan 49633 (“Member Library”).

R E C I T A L S

WHEREAS, the Traverse Area District Library is a Michigan district library pursuant to Act 24 of the Public Acts of 1989, and has legal authority to enter into contracts for services with libraries and municipalities within or without its district; and

WHEREAS, the Fife Lake Public Library is a Michigan township library pursuant to Act 164 of the Public Acts of 1877 as amended, and has authority to enter into contracts for services with libraries and municipalities within or without its service area; and

WHEREAS, TADL and the Member Library have historically maintained a contractual relationship to enhance the library services for library patrons within TADL’s service area; and

WHEREAS, the historical affiliation between TADL and the Member Library has resulted in enhanced library services for library patrons, and TADL and the Member Library desire to continue the affiliation;

WHEREAS, TADL wishes to extend library services with enhanced service in specific geographic areas within TADL’s district (the “District”) in recognition that legal public libraries in these areas pre-existed the formation of the District, and this contract is permissible as an Intergovernmental Contract between municipal corporations pursuant to MCL 124.1, et seq. and is not intended to be construed as an intergovernmental contract for jointly managed services;

NOW THEREFORE, in consideration of the mutual covenants, conditions, and promises contained herein, the parties understand and agree as follows:

1. **Autonomy.** The Member Library shall retain its separate identity as a public library eligible for state aid provided under the State Aid Act, Public Act 89 of 1997 as amended. Member Library shall simultaneously serve as a member library of TADL pursuant to this Agreement.

2. **TADL Responsibilities.** TADL shall provide the following to the Member Library to enable Member Library to enhance library services for TADL's patrons throughout the district:

A. **Funding.**

1. As used in this Section 2, the term "Library Support" shall include all operating revenue other than state and federal revenue including, but not limited to, the following categories of revenue: contract fees from TADL; services from TADL; penal fines allocated by the Library of Michigan through the State Treasurer and the Grand Traverse County Treasurer; interest on operating funds under the control of the Member Library; donations for the Member Library; other forms of financial support (including contributions from Member Library's township); and any miscellaneous fees for goods and services and fundraising efforts contributed to Member Library financially, excluding in-kind donations..

2. TADL agrees to compensate Member Library a contract amount for each calendar year during the term of this Agreement as set forth in this paragraph 2(A)(2). For the calendar year 2022, TADL agrees to compensate Member Library a contract amount of \$175,000.00. The 2023 contract amount shall be determined by increasing (or decreasing as the case may be) the 2022 contract amount by the percentage of increase (or decrease) of TADL's revenue from property taxes, state aid and penal fines ("Basis Revenue") 2022 as compared with TADL's Basis Revenue for 2021. Similarly, the contract amounts in all subsequent years during

the term of this Agreement shall be determined by increasing (or decreasing) the prior year's contract amount by the percentage of increase (or decrease) of TADL's Basis Revenue in the prior year as compared with TADL's Basis Revenue in the year before that. All payments under this contract shall be contingent upon Member Library's acceptance of this Agreement and performance of its obligations provided herein. In addition to the contract amounts referenced above, TADL shall allocate within its budget sufficient funds in order to provide the Member Library with specific services enumerated in paragraph 2B herein.

3. Payments of the contract amount for each year during the term of this Agreement shall be paid in full by TADL to the Member Library in each calendar year within seven (7) days after the date of the January regular meeting of the TADL Board of Trustees for that calendar year..

B. Services Support. During the term of this Agreement, TADL will provide certain services in order to enhance patron service. Providing these services shall be in an amount, quality, and frequency as determined in the discretion of TADL and consistent with services provided throughout the district, and TADL shall have no financial liability to Member Library for any disruption related to said services caused by technological or other system failure. Those services include the following:

1. High speed network and internet connection;
2. Shared online catalog and automated circulation system;
3. Wireless internet access;
4. MeL delivery of books and other materials among various participating libraries;
5. Generate and mail library cards;
6. Generate and mail overdue notices;

7. Purchase, install, and maintain TADL approved computer hardware, software, and related equipment and supplies;
8. Create and print miscellaneous forms (e.g., card applications, hours bookmarks, inter-library loan bands, etc.) as determined by TADL;
9. Institutional membership in MLA maintained by TADL, and contractually available to Member Library pursuant to this Agreement.
10. A limited license to utilize trademarks, trade names, and logos associated with the Traverse Area District Library.

C. **Supplemental Funding.** Upon request by the Member Library, TADL may consider, in its sole discretion, providing supplemental funding to the Member Library at the request of the Member Library based upon a change of circumstance or other good cause. These requests will be evaluated by the TADL Board on a case by case basis, and any decision regarding supplemental funding requests will be left to the sole discretion of the TADL Board.

D. **Funding Assurances.** It is the intent of this Agreement that the Member Library have sufficient local funding to ensure its status as a “public library” entitling it to state aid under the State Aid Act, Public Act 89 of 1997 as amended. For purposes of evaluating local funding, all Library Support as herein defined will be used to calculate this figure. If the amount of the Member Library’s local support jeopardizes its qualifications and eligibility for state aid pursuant to PA 89, TADL will make an additional monetary payment or provide library-related services in such amount as necessary to maintain the Member Library’s status as a public library eligible for state funding.

E. **Budget/Audit.** TADL shall transmit a copy of its annual budget within thirty (30) days of adoption to the Member Library, and shall further provide a copy of any audit (annual or otherwise) of its operations to the Member Library within thirty (30) days of acceptance by TADL.

F. **Identification of Funding.** TADL shall provide an annual accounting to the Member Library identifying all sources of its funding simultaneously with transmitting its annual budget to the Member Library.

3. **Member Library Responsibilities.** As part of this Agreement, and in recognition of the consideration provided by TADL, the Member Library shall provide member library services as follows:

A. **Autonomy.** The Member Library shall be under the control of a local board established pursuant to the Public Act which authorizes its operation, and said board shall govern its operation, including payment of all expenses associated with the Member Library.

B. **District-wide Service.** The Member Library shall serve all Grand Traverse County (and City of Traverse City within Leelanau County) residents on an equal basis. The Member Library shall also serve all geographic areas which have negotiated a penal fine contract with TADL and it shall be the responsibility of TADL to advise the Member Library of those participating geographic areas on an annual basis.

C. **State Aid.** The Member Library's cooperative state aid shall be retained by the Member Library.

D. **Library Cooperative Fees.** The Member Library shall be responsible for payment of its own Library Cooperative membership fees.

E. **Advisory Council.** Both the Member Library and TADL shall participate in the District Library Advisory Council. Said Council shall be composed of the head librarians of TADL and each Member Library under contract to TADL, and shall meet periodically at reasonable times and locations as determined by the representatives from TADL and the Member Libraries.

F. **TADL Identification.** Member Library shall identify itself as a member of TADL on all mutual signage, printed material, web sites and other printed materials as permitted by TADL. Notwithstanding the foregoing, Member Library may use existing signage and any existing stock of stationery or printed materials provided that Member Library shall comply with this paragraph when replacing such signage, stationery or printed materials after the effective date of this Agreement. This Agreement provides Member Library with a limited license for use of TADL logos and authorized proprietary materials.

G. **Hours of Operation.** Unless otherwise agreed by TADL, the Member Library shall be open to the public not less than 38 hours per week during the calendar year.

H. **Access to Materials and Facilities.** The Member Library shall provide access to its lending materials and facilities to all libraries associated with TADL. Costs of district-wide systems upgrades will be borne by TADL, and any system changes affecting the physical layout of the Member Library will be undertaken only in consultation with the Member Library and with the Member Library's approval. Examples of such access may include, but are not limited to the following: the ability of library patrons within the District to attend the Member Library's programs; the ability of library patrons within the District to borrow materials from the Member Library; and allowing items placed on reserve by the Member Library to be accessed through inter-library loan to any library associated with TADL. Member Library may provide access to its lending materials and facilities to seasonal residents as determined by the Member Library.

I. **Budget/Audit.** The Member Library shall transmit a copy of its annual budget within thirty (30) days of adoption to TADL, and shall further provide a copy of any audit

(annual or otherwise) of its operations to TADL within thirty (30) days of acceptance by the Member Library.

J. **Identification of Funding.** The Member Library shall provide an annual accounting to TADL identifying all sources of its funding simultaneously with transmitting its annual budget to TADL.

K. **Use of Funds.** The Member Library acknowledges and affirms that, with the exception of penal fines allocated to them, funds provided by TADL pursuant to this Agreement shall be used for operations only, and may not be used to fund capital projects.

4. **Suspension of TADL Obligations.** In the event that Member Library ceases to maintain State aid eligibility under Act 89 of 1977, TADL's obligations under this Agreement shall cease until Member Library's eligibility is restored.

5. **Term of Agreement.** The term of this Agreement shall run from January 1, 2022, through December 31, 2031. This Agreement may be modified, extended, or terminated upon mutual agreement of TADL and the Member Library. The Member Library and TADL agree to enter into negotiations should either express dissatisfaction with this agreement.

6. **Ownership of Assets.** All assets now owned and possessed by either TADL or the Member Library, and all assets hereafter acquired by either respective library, shall remain and be the property of that library. Notwithstanding the foregoing, upon termination of this Agreement, the Member Library shall return to TADL all equipment, computer hardware, computer software, and other materials provided it by TADL on an in-kind basis, whether during the term of this Agreement or any predecessor to this Agreement. By executing this Agreement, the Member Library agrees to abide by all rules and requirements in the use of any license agreement or computer network system undertaken by TADL which is allocated to the Member

Library pursuant to its status under this Agreement, and a copy of any rule, license, or requirement pursuant thereto shall be made available to the Member Library upon request. Further, any access to any license or computer network provided to the Member Library by virtue of its relationship as a member of TADL shall cease and terminate upon termination of this Agreement.

7. **Employees.** The personnel employed by either party shall in no way be deemed to be employees of the other party and shall not be entitled to any fringe benefits of the other party and shall not hold themselves out as employees of the other party.

8. **Workers Compensation.** The parties shall maintain at all times while work is being performed under this Agreement, suitable Workers Compensation insurance pursuant to Michigan law and shall provide a certificate of insurance or a copy of state approval for self-insurance to the other party upon request.

9. **Non-discrimination.** The parties agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of that person's race, color, religion, national origin, age, sex, height, weight, sexual identity, gender identity, physical or mental disability, or marital status. Breach of this covenant may be regarded as a material breach of this Agreement.

10. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties and there are no valid promises, conditions, or understanding which are not contained herein. This Agreement supersedes and replaces all prior agreements defining the Member Library's status and services to TADL which currently exist, or previously have existed between the parties.

11. **Amendments.** The parties agree to permit modifications of this Agreement from time to time, but such modifications shall be in writing and signed by both parties.

12. **Assignment.** The parties agree there shall be no assignment or transfer of this Agreement or any part thereof unless mutually agreed in writing by both parties.

13. **Insurance.** During the term of this Agreement, Member Library and TADL shall maintain Comprehensive General Liability Insurance in an amount not less than \$2,000,000 per occurrence for injuries, including accidental death, for each person; and subject to the same limit for each person, in an amount not less than \$2,000,000 per occurrence on account of each accident; and Property Damage Insurance in an amount not less than \$1,000,000 each occurrence; and combined Single Limit for Bodily Injury and Property Damage Liability in an amount not less than \$2,000,000 for each occurrence. Certified copies in duplicate, setting forth the limits and coverage shall be furnished annually to the other party. The policies shall contain endorsements stating that the other party, its board, officers, employees, and agents have been named as additional insureds onto such policy,

14. **Authority to Execute.** The parties agree that the signatories appearing below have the authority and are duly authorized to execute this Agreement on behalf of the party to the Agreement.

15. **Not a Joint Venture.** Other than the contractual commitments made in this Agreement, each party confirms that this Agreement shall not be construed to create a partnership or joint venture between them, and no benefits are conferred to any third party not otherwise a signatory to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective January 1, 2022.

Traverse Area District Library

By: *Joseph D. [Signature]*

Its: President of the Board of Trustees

By: *M. D. [Signature]*

Its: Secretary of the Board of Trustees

Fife Lake Public Library

By: *Noreen Broering*

Its: *President of the Board of Trustees*

By: *Jo Ellen [Signature]*

Its: *Secretary of the Board of Trustees*

MEMBER LIBRARY AGREEMENT

This Agreement is made this 10th day of November, 2021, by and between the **Traverse Area District Library**, a Michigan district library, whose address is 610 Woodmere, Traverse City, Michigan 49686 (“TADL”) and **Fife Lake Public Library**, a Michigan township library, whose address is 77 Lakecrest Lane, Fife Lake, Michigan 49633 (“Member Library”).

RECITALS

WHEREAS, the Traverse Area District Library is a Michigan district library pursuant to Act 24 of the Public Acts of 1989, and has legal authority to enter into contracts for services with libraries and municipalities within or without its district; and

WHEREAS, the Fife Lake Public Library is a Michigan township library pursuant to Act 164 of the Public Acts of 1877 as amended, and has authority to enter into contracts for services with libraries and municipalities within or without its service area; and

WHEREAS, TADL and the Member Library have historically maintained a contractual relationship to enhance the library services for library patrons within TADL’s service area; and

WHEREAS, the historical affiliation between TADL and the Member Library has resulted in enhanced library services for library patrons, and TADL and the Member Library desire to continue the affiliation;

WHEREAS, TADL wishes to extend library services with enhanced service in specific geographic areas within TADL’s district (the “District”) in recognition that legal public libraries in these areas pre-existed the formation of the District, and this contract is permissible as an Intergovernmental Contract between municipal corporations pursuant to MCL 124.1, et seq. and is not intended to be construed as an intergovernmental contract for jointly managed services;

NOW THEREFORE, in consideration of the mutual covenants, conditions, and promises contained herein, the parties understand and agree as follows:

1. **Autonomy.** The Member Library shall retain its separate identity as a public library eligible for state aid provided under the State Aid Act, Public Act 89 of 1997 as amended. Member Library shall simultaneously serve as a member library of TADL pursuant to this Agreement.

2. **TADL Responsibilities.** TADL shall provide the following to the Member Library to enable Member Library to enhance library services for TADL's patrons throughout the district:

A. **Funding.**

1. As used in this Section 2, the term "Library Support" shall include all operating revenue other than state and federal revenue including, but not limited to, the following categories of revenue: contract fees from TADL; services from TADL; penal fines allocated by the Library of Michigan through the State Treasurer and the Grand Traverse County Treasurer; interest on operating funds under the control of the Member Library; donations for the Member Library; other forms of financial support (including contributions from Member Library's township); and any miscellaneous fees for goods and services and fundraising efforts contributed to Member Library financially, excluding in-kind donations..

2. TADL agrees to compensate Member Library a contract amount for each calendar year during the term of this Agreement as set forth in this paragraph 2(A)(2). For the calendar year 2022, TADL agrees to compensate Member Library a contract amount of \$175,000.00. The 2023 contract amount shall be determined by increasing (or decreasing as the case may be) the 2022 contract amount by the percentage of increase (or decrease) of TADL's revenue from property taxes, state aid and penal fines ("Basis Revenue") 2022 as compared with TADL's Basis Revenue for 2021. Similarly, the contract amounts in all subsequent years during

the term of this Agreement shall be determined by increasing (or decreasing) the prior year's contract amount by the percentage of increase (or decrease) of TADL's Basis Revenue in the prior year as compared with TADL's Basis Revenue in the year before that. All payments under this contract shall be contingent upon Member Library's acceptance of this Agreement and performance of its obligations provided herein. In addition to the contract amounts referenced above, TADL shall allocate within its budget sufficient funds in order to provide the Member Library with specific services enumerated in paragraph 2B herein.

3. Payments of the contract amount for each year during the term of this Agreement shall be paid in full by TADL to the Member Library in each calendar year within seven (7) days after the date of the January regular meeting of the TADL Board of Trustees for that calendar year..

B. Services Support. During the term of this Agreement, TADL will provide certain services in order to enhance patron service. Providing these services shall be in an amount, quality, and frequency as determined in the discretion of TADL and consistent with services provided throughout the district, and TADL shall have no financial liability to Member Library for any disruption related to said services caused by technological or other system failure. Those services include the following:

1. High speed network and internet connection;
2. Shared online catalog and automated circulation system;
3. Wireless internet access;
4. MeL delivery of books and other materials among various participating libraries;
5. Generate and provide library cards;
6. Generate overdue notices via phone and/or email, or via mail as necessary;

7. Purchase, install, and maintain TADL approved computer hardware, software, and related equipment and supplies;
8. Create and print miscellaneous forms (e.g., card applications, hours bookmarks, inter-library loan bands, etc.) as determined by TADL;
9. Institutional membership in MLA maintained by TADL, and contractually available to Member Library pursuant to this Agreement.
10. A limited license to utilize trademarks, trade names, and logos associated with the Traverse Area District Library.

C. **Supplemental Funding.** Upon request by the Member Library, TADL may consider, in its sole discretion, providing supplemental funding to the Member Library at the request of the Member Library based upon a change of circumstance or other good cause. These requests will be evaluated by the TADL Board on a case by case basis, and any decision regarding supplemental funding requests will be left to the sole discretion of the TADL Board.

D. **Funding Assurances.** It is the intent of this Agreement that the Member Library have sufficient local funding to ensure its status as a “public library” entitling it to state aid under the State Aid Act, Public Act 89 of 1997 as amended. For purposes of evaluating local funding, all Library Support as herein defined will be used to calculate this figure. If the amount of the Member Library’s local support jeopardizes its qualifications and eligibility for state aid pursuant to PA 89, TADL will make an additional monetary payment or provide library-related services in such amount as necessary to maintain the Member Library’s status as a public library eligible for state funding.

E. **Budget/Audit.** TADL shall transmit a copy of its annual budget within thirty (30) days of adoption to the Member Library, and shall further provide a copy of any audit (annual or otherwise) of its operations to the Member Library within thirty (30) days of acceptance by TADL.

F. **Identification of Funding.** TADL shall provide an annual accounting to the Member Library identifying all sources of its funding simultaneously with transmitting its annual budget to the Member Library.

3. **Member Library Responsibilities.** As part of this Agreement, and in recognition of the consideration provided by TADL, the Member Library shall provide member library services as follows:

A. **Autonomy.** The Member Library shall be under the control of a local board established pursuant to the Public Act which authorizes its operation, and said board shall govern its operation, including payment of all expenses associated with the Member Library.

B. **District-wide Service.** The Member Library shall serve all Grand Traverse County (and City of Traverse City within Leelanau County) residents on an equal basis. The Member Library shall also serve all geographic areas which have negotiated a penal fine contract with TADL and it shall be the responsibility of TADL to advise the Member Library of those participating geographic areas on an annual basis.

C. **State Aid.** The Member Library's cooperative state aid shall be retained by the Member Library.

D. **Library Cooperative Fees.** The Member Library shall be responsible for payment of its own Library Cooperative membership fees.

E. **Advisory Council.** Both the Member Library and TADL shall participate in the District Library Advisory Council. Said Council shall be composed of the head librarians of TADL and each Member Library under contract to TADL, and shall meet periodically at reasonable times and locations as determined by the representatives from TADL and the Member Libraries.

F. **TADL Identification.** Member Library shall identify itself as a member of TADL on all mutual signage, printed material, web sites and other printed materials as permitted by TADL. Notwithstanding the foregoing, Member Library may use existing signage and any existing stock of stationery or printed materials provided that Member Library shall comply with this paragraph when replacing such signage, stationery or printed materials after the effective date of this Agreement. This Agreement provides Member Library with a limited license for use of TADL logos and authorized proprietary materials.

G. **Hours of Operation.** Unless otherwise agreed by TADL, the Member Library shall be open to the public not less than 38 hours per week during the calendar year.

H. **Access to Materials and Facilities.** The Member Library shall provide access to its lending materials and facilities to all libraries associated with TADL. Costs of district-wide systems upgrades will be borne by TADL, and any system changes affecting the physical layout of the Member Library will be undertaken only in consultation with the Member Library and with the Member Library's approval. Examples of such access may include, but are not limited to the following: the ability of library patrons within the District to attend the Member Library's programs; the ability of library patrons within the District to borrow materials from the Member Library; and allowing items placed on reserve by the Member Library to be accessed through inter-library loan to any library associated with TADL. Member Library may provide access to its lending materials and facilities to seasonal residents as determined by the Member Library.

I. **Budget/Audit.** The Member Library shall transmit a copy of its annual budget within thirty (30) days of adoption to TADL, and shall further provide a copy of any audit

(annual or otherwise) of its operations to TADL within thirty (30) days of acceptance by the Member Library.

J. **Identification of Funding.** The Member Library shall provide an annual accounting to TADL identifying all sources of its funding simultaneously with transmitting its annual budget to TADL.

K. **Use of Funds.** The Member Library acknowledges and affirms that, with the exception of penal fines allocated to them, funds provided by TADL pursuant to this Agreement shall be used for operations only, and may not be used to fund capital projects.

4. **Suspension of TADL Obligations.** In the event that Member Library ceases to maintain State aid eligibility under Act 89 of 1977, TADL's obligations under this Agreement shall cease until Member Library's eligibility is restored.

5. **Term of Agreement.** The term of this Agreement shall run from January 1, 2022, through December 31, 2031. This Agreement may be modified, extended, or terminated upon mutual agreement of TADL and the Member Library. The Member Library and TADL agree to enter into negotiations should either express dissatisfaction with this agreement.

6. **Ownership of Assets.** All assets now owned and possessed by either TADL or the Member Library, and all assets hereafter acquired by either respective library, shall remain and be the property of that library. Notwithstanding the foregoing, upon termination of this Agreement, the Member Library shall return to TADL all equipment, computer hardware, computer software, and other materials provided it by TADL on an in-kind basis, whether during the term of this Agreement or any predecessor to this Agreement. By executing this Agreement, the Member Library agrees to abide by all rules and requirements in the use of any license agreement or computer network system undertaken by TADL which is allocated to the Member

Library pursuant to its status under this Agreement, and a copy of any rule, license, or requirement pursuant thereto shall be made available to the Member Library upon request. Further, any access to any license or computer network provided to the Member Library by virtue of its relationship as a member of TADL shall cease and terminate upon termination of this Agreement.

7. **Employees.** The personnel employed by either party shall in no way be deemed to be employees of the other party and shall not be entitled to any fringe benefits of the other party and shall not hold themselves out as employees of the other party.

8. **Workers Compensation.** The parties shall maintain at all times while work is being performed under this Agreement, suitable Workers Compensation insurance pursuant to Michigan law and shall provide a certificate of insurance or a copy of state approval for self-insurance to the other party upon request.

9. **Non-discrimination.** The parties agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of that person's race, color, religion, national origin, age, sex, height, weight, sexual identity, gender identity, physical or mental disability, or marital status. Breach of this covenant may be regarded as a material breach of this Agreement.

10. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties and there are no valid promises, conditions, or understanding which are not contained herein. This Agreement supersedes and replaces all prior agreements defining the Member Library's status and services to TADL which currently exist, or previously have existed between the parties.

11. **Amendments.** The parties agree to permit modifications of this Agreement from time to time, but such modifications shall be in writing and signed by both parties.

12. **Assignment.** The parties agree there shall be no assignment or transfer of this Agreement or any part thereof unless mutually agreed in writing by both parties.

13. **Insurance.** During the term of this Agreement, Member Library and TADL shall maintain Comprehensive General Liability Insurance in an amount not less than \$2,000,000 per occurrence for injuries, including accidental death, for each person; and subject to the same limit for each person, in an amount not less than \$2,000,000 per occurrence on account of each accident; and Property Damage Insurance in an amount not less than \$1,000,000 each occurrence; and combined Single Limit for Bodily Injury and Property Damage Liability in an amount not less than \$2,000,000 for each occurrence. Certified copies in duplicate, setting forth the limits and coverage shall be furnished annually to the other party. The policies shall contain endorsements stating that the other party, its board, officers, employees, and agents have been named as additional insureds onto such policy,

14. **Authority to Execute.** The parties agree that the signatories appearing below have the authority and are duly authorized to execute this Agreement on behalf of the party to the Agreement.

15. **Not a Joint Venture.** Other than the contractual commitments made in this Agreement, each party confirms that this Agreement shall not be construed to create a partnership or joint venture between them, and no benefits are conferred to any third party not otherwise a signatory to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective January 1, 2022.

Traverse Area District Library

By: _____

Its: President of the Board of Trustees

By: _____

Its: Secretary of the Board of Trustees

Fife Lake Public Library

By: _____

Its: _____

By: _____

Its: _____

MEMBER LIBRARY AGREEMENT

This Agreement is made this 11th day of November, 2021, by and between the **Traverse Area District Library**, a Michigan district library, whose address is 610 Woodmere, Traverse City, Michigan 49686 (“TADL”) and **Peninsula Community Library**, a Michigan township library, whose address is 2699 Island View Road, Traverse City, Michigan 49686 (“Member Library”).

RECITALS

WHEREAS, the Traverse Area District Library is a Michigan district library pursuant to Act 24 of the Public Acts of 1989, and has legal authority to enter into contracts for services with libraries and municipalities within or without its district; and

WHEREAS, the Peninsula Community Library is a Michigan township library pursuant to Act 164 of the Public Acts of 1877 as amended, and has authority to enter into contracts for services with libraries and municipalities within or without its service area; and

WHEREAS, TADL and the Member Library have historically maintained a contractual relationship to enhance the library services for library patrons within TADL’s service area; and

WHEREAS, the historical affiliation between TADL and the Member Library has resulted in enhanced library services for library patrons, and TADL and the Member Library desire to continue the affiliation; and

WHEREAS, TADL wishes to extend library services with enhanced service in specific geographic areas within TADL’s district (the “District”) in recognition that legal public libraries in these areas pre-existed the formation of the District, and this contract is permissible as an Intergovernmental Contract between municipal corporations pursuant to MCL 124.1, et seq. and is not intended to be construed as an intergovernmental contract for jointly managed services;

NOW THEREFORE, in consideration of the mutual covenants, conditions, and promises contained herein, the parties understand and agree as follows:

1. **Autonomy.** The Member Library shall retain its separate identity as a public library eligible for state aid provided under the State Aid Act, Public Act 89 of 1997 as amended. Member Library shall simultaneously serve as a member library of TADL pursuant to this Agreement.
2. **TADL Responsibilities.** TADL shall provide the following to the Member Library:

A. Funding.

1. As used in this Section 2, the term “Library Support” shall include all operating revenue other than state and federal revenue including, but not limited to, the following categories of revenue: contract fees from TADL; services from TADL; penal fines allocated by the Library of Michigan through the State Treasurer and the Grand Traverse County Treasurer; interest on operating funds under the control of the Member Library; donations for the Member Library; other forms of financial support (including contributions from Member Library’s township); and any miscellaneous fees for goods and services and fundraising efforts contributed to Member Library financially, excluding in-kind donations.

2. TADL agrees to compensate Member Library a contract amount for each calendar year during the term of this Agreement as set forth in this paragraph 2(A)(2). For the calendar year 2022, TADL agrees to compensate Member Library a contract amount of \$229,000.00. The 2023 contract amount shall be determined by increasing (or decreasing as the case may be) the 2022 contract amount by the percentage of increase (or decrease) of TADL’s revenue from property taxes, state aid and penal fines (“Basis Revenue”) for 2022 as compared with TADL’s Basis Revenue for 2021. Similarly, the contract amounts in all subsequent years during the term of this Agreement shall be determined by increasing (or decreasing) the prior year’s contract amount by the percentage of increase (or decrease) of TADL’s Basis Revenue in the prior year as compared with TADL’s Basis Revenue in the year before that. All payments under this contract shall be contingent upon Member Library’s acceptance of this Agreement and performance of its obligations provided herein. In addition to the contract amounts referenced above, TADL shall allocate within its budget sufficient funds in order to provide the Member Library with specific services enumerated in paragraph 2B herein.

3. Payments of the contract amount for each year during the term of this Agreement shall be paid in full by TADL to the Member Library in each calendar year within seven (7) days after the date of the January regular meeting of the TADL Board of Trustees for that calendar year.

B. Services Support. During the term of this Agreement, TADL will provide certain services in order to enhance patron service. Providing these services shall be in an amount, quality, and frequency as determined in the discretion of TADL and consistent with services provided throughout the District, and TADL shall have no financial liability to Member Library for any disruption related to said services caused by technological or other system failure. Those services include the following:

1. High speed network and internet connection;
2. Shared online catalog and automated circulation system;

3. Wireless internet access;
4. MeL delivery of books and other materials among various participating libraries;
5. Generate and provide library cards;
6. Generate overdue notices via phone and/or email, or via mail as necessary;
7. Purchase, install, and maintain TADL approved computer hardware, software, and related equipment and supplies;
8. Create and print miscellaneous forms (e.g., card applications, hours bookmarks, inter-library loan bands, etc.) as determined by TADL;
9. Institutional membership in MLA maintained by TADL, and contractually available to Member Library pursuant to this Agreement.
10. A limited license to utilize trademarks, trade names, and logos associated with the Traverse Area District Library.

C. **Supplemental Funding.** Upon request by the Member Library, TADL may consider, in its sole discretion, providing supplemental funding to the Member Library at the request of the Member Library based upon a change of circumstance or other good cause. These requests will be evaluated by the TADL Board on a case by case basis, and any decision regarding supplemental funding requests will be left to the sole discretion of the TADL Board.

D. **Funding Assurances.** It is the intent of this Agreement that the Member Library have sufficient local funding to ensure its status as a “public library” entitling it to state aid under the State Aid Act, Public Act 89 of 1997 as amended. For purposes of evaluating local funding, all Library Support as herein defined will be used to calculate this figure. If the amount of the Member Library’s local funding jeopardizes its qualifications and eligibility for state aid pursuant to PA 89, TADL will make an additional monetary payment or provide library-related services in such amount as necessary to maintain the Member Library’s status as a public library eligible for state funding.

E. **Budget/Audit.** TADL shall transmit a copy of its annual budget within thirty (30) days of adoption to the Member Library, and shall further provide a copy of any audit (annual or otherwise) of its operations to the Member Library within thirty (30) days of acceptance by TADL.

F. **Identification of Funding.** TADL shall provide an annual accounting to the Member Library identifying all sources of its funding simultaneously with transmitting its annual budget to the Member Library.

3. Member Library Responsibilities. As part of this Agreement, and in recognition of the consideration provided by TADL, the Member Library shall provide member library services as follows:

A. **Autonomy.** The Member Library shall be under the control of a local board established pursuant to the Public Act which authorizes its operation, and said board shall govern its operation, including payment of all expenses associated with the Member Library.

B. **District-wide Service.** The Member Library shall serve all Grand Traverse County (and City of Traverse City within Leelanau County) residents on an equal basis. The Member Library shall also serve all geographic areas which have negotiated a penal fine contract with TADL and it shall be the responsibility of TADL to advise the Member Library of those participating geographic areas on an annual basis.

C. **State Aid.** The Member Library's cooperative state aid shall be retained by the Member Library.

D. **Library Cooperative Fees.** The Member Library shall be responsible for payment of its own Library Cooperative membership fees.

E. **Advisory Council.** Both the Member Library and TADL shall participate in the District Library Advisory Council. Said Council shall be composed of the head librarians of TADL and each Member Library under contract to TADL, and shall meet periodically at reasonable times and locations as determined mutually by the representatives from TADL and each Member Library.

F. **TADL Identification.** Member Library shall identify itself as a member of TADL on all mutual signage, printed material, web sites and other printed materials as permitted by TADL. Notwithstanding the foregoing, Member Library may use existing signage and any existing stock of stationery or printed materials provided that Member Library shall comply with this paragraph when replacing such signage, stationery or printed materials after the effective date of this Agreement. This Agreement provides Member Library with a limited license for use of TADL logos and authorized proprietary materials.

G. **Hours of Operation.** Unless otherwise agreed by TADL, the Member Library shall be open to the public not less than 38 hours per week during the calendar year.

H. **Access to Materials and Facilities.** The Member Library shall provide access to its lending materials and facilities to all libraries associated with TADL. Costs of district-wide systems upgrades will be borne by TADL, and any system changes affecting the physical layout of the Member Library will be undertaken only in consultation with the Member Library and with the Member

Library's approval. Examples of such access may include, but are not limited to the following: the ability of library patrons within the District to attend the Member Library's programs; the ability of library patrons within the District to borrow materials from the Member Library; and allowing items placed on reserve by the Member Library to be accessed through inter-library loan to any library associated with TADL. Member Library may provide access to its lending materials and facilities to seasonal residents as determined by the Member Library.

I. **Budget/Audit.** The Member Library shall transmit a copy of its annual budget within thirty (30) days of adoption to TADL, and shall further provide a copy of any audit (annual or otherwise) of its operations to TADL within thirty (30) days of acceptance by the Member Library.

J. **Identification of Funding.** The Member Library shall provide an annual accounting to TADL identifying all sources of its funding simultaneously with transmitting its annual budget to TADL.

K. **Use of Funds.** The Member Library acknowledges and affirms that funds provided by TADL pursuant to this Agreement shall be used for operations only, and may not be used to fund capital projects.

4. **Suspension of TADL Obligations.** In the event that Member Library ceases to maintain State aid eligibility under Act 89 of 1977, TADL's obligations under this Agreement shall cease until Member Library's eligibility is restored.

5. **Term of Agreement.** The term of this Agreement shall run from January 1, 2022, through December 31, 2031. This Agreement may be modified, extended, or terminated upon mutual agreement of TADL and the Member Library. The Member Library and TADL agree to enter into negotiations should either express dissatisfaction with this agreement.

6. **Ownership of Assets.** All assets now owned and possessed by either TADL or the Member Library, and all assets hereafter acquired by either respective library, shall remain and be the property of that library. Notwithstanding the foregoing, upon termination of this Agreement, the Member Library shall return to TADL all equipment, computer hardware, computer software, and other materials provided it by TADL on an in-kind basis, whether during the term of this Agreement or any predecessor to this Agreement. By executing this Agreement, the Member Library agrees to abide by all rules and requirements in the use of any license agreement or computer network system undertaken by TADL which is allocated to the Member Library pursuant to its status under this Agreement, and a copy of any rule, license or requirement pursuant thereto shall be made available to the Member Library upon

request. Further, any access to any license or computer network provided to the Member Library by virtue of its relationship as a member of TADL shall cease and terminate upon termination of this Agreement.

7. Employees. The personnel employed by either party shall in no way be deemed to be employees of the other party and shall not be entitled to any fringe benefits of the other party and shall not hold themselves out as employees of the other party.

8. Workers Compensation. The parties shall maintain at all times while work is being performed under this Agreement, suitable Workers Compensation insurance pursuant to Michigan law and shall provide a certificate of insurance or a copy of state approval for self-insurance to the other party upon request.

9. Non-discrimination. The parties agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of that person's race, color, religion, national origin, age, sex, height, weight, sexual identity, gender identity, physical or mental disability, or marital status. Breach of this covenant may be regarded as a material breach of this Agreement.

10. Entire Agreement. This Agreement constitutes the entire agreement of the parties and there are no valid promises, conditions, or understandings which are not contained herein. This Agreement supersedes and replaces all prior agreements defining the Member Library's status and services to TADL which currently exist, or previously have existed between the parties.

11. Amendments. The parties agree to permit modifications of this Agreement from time to time, but such modifications shall be in writing and signed by both parties.

12. Assignment. The parties agree there shall be no assignment or transfer of this Agreement or any part thereof unless mutually agreed in writing by both parties.

13. Insurance. During the term of this Agreement, Member Library and TADL shall maintain Comprehensive General Liability Insurance in an amount not less than \$2,000,000 per occurrence for injuries, including accidental death, for each person; and subject to the same limit for each person, in an amount not less than \$2,000,000 per occurrence on account of each accident; and Property Damage Insurance in an amount not less than \$1,000,000 each occurrence; and combined Single Limit for Bodily Injury and Property Damage Liability in an amount not less than \$2,000,000 for each occurrence. Certified copies in duplicate, setting forth the limits and coverage shall be furnished annually to the

other party. The policies shall contain endorsements stating that the other party, its board, officers, employees, and agents have been named as additional insureds onto such policy.

14. Authority to Execute. The parties agree that the signatories appearing below have the authority and are duly authorized to execute this Agreement on behalf of the party to the Agreement.

15. Not a Joint Venture. Other than the contractual commitments made in this Agreement, each party confirms that this Agreement shall not be construed to create a partnership or joint venture between them, and no benefits are conferred to any third party not otherwise a signatory to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective January 1, 2022.

**** Signature Lines on Next Page ****

Traverse Area District Library

By: *Joseph A. Jan*

Its: President of the Board of Trustees

By: *MaryLee Akese*

Its: Secretary of the Board of Trustees

Peninsula Community Library

By: *Theretta Sobkowski*

Its: President

By: *Nancy W. Dawy*

Its: Secretary

MEMBER LIBRARY AGREEMENT

This Agreement is made this 11th day of November, 2021, by and between the **Traverse Area District Library**, a Michigan district library, whose address is 610 Woodmere, Traverse City, Michigan 49686 (“TADL”) and **Peninsula Community Library**, a Michigan township library, whose address is 2699 Island View Road, Traverse City, Michigan 49686 (“Member Library”).

RECITALS

WHEREAS, the Traverse Area District Library is a Michigan district library pursuant to Act 24 of the Public Acts of 1989, and has legal authority to enter into contracts for services with libraries and municipalities within or without its district; and

WHEREAS, the Peninsula Community Library is a Michigan township library pursuant to Act 164 of the Public Acts of 1877 as amended, and has authority to enter into contracts for services with libraries and municipalities within or without its service area; and

WHEREAS, TADL and the Member Library have historically maintained a contractual relationship to enhance the library services for library patrons within TADL’s service area; and

WHEREAS, the historical affiliation between TADL and the Member Library has resulted in enhanced library services for library patrons, and TADL and the Member Library desire to continue the affiliation; and

WHEREAS, TADL wishes to extend library services with enhanced service in specific geographic areas within TADL’s district (the “District”) in recognition that legal public libraries in these areas pre-existed the formation of the District, and this contract is permissible as an Intergovernmental Contract between municipal corporations pursuant to MCL 124.1, et seq. and is not intended to be construed as an intergovernmental contract for jointly managed services;

NOW THEREFORE, in consideration of the mutual covenants, conditions, and promises contained herein, the parties understand and agree as follows:

1. **Autonomy.** The Member Library shall retain its separate identity as a public library eligible for state aid provided under the State Aid Act, Public Act 89 of 1997 as amended. Member Library shall simultaneously serve as a member library of TADL pursuant to this Agreement.

2. **TADL Responsibilities.** TADL shall provide the following to the Member Library:

A. Funding.

1. As used in this Section 2, the term “Library Support” shall include all operating revenue other than state and federal revenue including, but not limited to, the following categories of revenue: contract fees from TADL; services from TADL; penal fines allocated by the Library of Michigan through the State Treasurer and the Grand Traverse County Treasurer; interest on operating funds under the control of the Member Library; donations for the Member Library; other forms of financial support (including contributions from Member Library’s township); and any miscellaneous fees for goods and services and fundraising efforts contributed to Member Library financially, excluding in-kind donations.

2. TADL agrees to compensate Member Library a contract amount for each calendar year during the term of this Agreement as set forth in this paragraph 2(A)(2). For the calendar year 2022, TADL agrees to compensate Member Library a contract amount of \$229,000.00. The 2023 contract amount shall be determined by increasing (or decreasing as the case may be) the 2022 contract amount by the percentage of increase (or decrease) of TADL’s revenue from property taxes, state aid and penal fines (“Basis Revenue”) for 2022 as compared with TADL’s Basis Revenue for 2021. Similarly, the contract amounts in all subsequent years during the term of this Agreement shall be determined by increasing (or decreasing) the prior year’s contract amount by the percentage of increase (or decrease) of TADL’s Basis Revenue in the prior year as compared with TADL’s Basis Revenue in the year before that. All payments under this contract shall be contingent upon Member Library’s acceptance of this Agreement and performance of its obligations provided herein. In addition to the contract amounts referenced above, TADL shall allocate within its budget sufficient funds in order to provide the Member Library with specific services enumerated in paragraph 2B herein.

3. Payments of the contract amount for each year during the term of this Agreement shall be paid in full by TADL to the Member Library in each calendar year within seven (7) days after the date of the January regular meeting of the TADL Board of Trustees for that calendar year.

B. Services Support. During the term of this Agreement, TADL will provide certain services in order to enhance patron service. Providing these services shall be in an amount, quality, and frequency as determined in the discretion of TADL and consistent with services provided throughout the District, and TADL shall have no financial liability to Member Library for any disruption related to said services caused by technological or other system failure. Those services include the following:

1. High speed network and internet connection;
2. Shared online catalog and automated circulation system;

3. Wireless internet access;
4. MeL delivery of books and other materials among various participating libraries;
5. Generate and provide library cards;
6. Generate overdue notices via phone and/or email, or via mail as necessary;
7. Purchase, install, and maintain TADL approved computer hardware, software, and related equipment and supplies;
8. Create and print miscellaneous forms (e.g., card applications, hours bookmarks, inter-library loan bands, etc.) as determined by TADL;
9. Institutional membership in MLA maintained by TADL, and contractually available to Member Library pursuant to this Agreement.
10. A limited license to utilize trademarks, trade names, and logos associated with the Traverse Area District Library.

C. **Supplemental Funding.** Upon request by the Member Library, TADL may consider, in its sole discretion, providing supplemental funding to the Member Library at the request of the Member Library based upon a change of circumstance or other good cause. These requests will be evaluated by the TADL Board on a case by case basis, and any decision regarding supplemental funding requests will be left to the sole discretion of the TADL Board.

D. **Funding Assurances.** It is the intent of this Agreement that the Member Library have sufficient local funding to ensure its status as a “public library” entitling it to state aid under the State Aid Act, Public Act 89 of 1997 as amended. For purposes of evaluating local funding, all Library Support as herein defined will be used to calculate this figure. If the amount of the Member Library’s local funding jeopardizes its qualifications and eligibility for state aid pursuant to PA 89, TADL will make an additional monetary payment or provide library-related services in such amount as necessary to maintain the Member Library’s status as a public library eligible for state funding.

E. **Budget/Audit.** TADL shall transmit a copy of its annual budget within thirty (30) days of adoption to the Member Library, and shall further provide a copy of any audit (annual or otherwise) of its operations to the Member Library within thirty (30) days of acceptance by TADL.

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3. Member Library Responsibilities. As part of this Agreement, and in recognition of the consideration provided by TADL, the Member Library shall provide member library services as follows:

A. **Autonomy.** The Member Library shall be under the control of a local board established pursuant to the Public Act which authorizes its operation, and said board shall govern its operation, including payment of all expenses associated with the Member Library.

B. **District-wide Service.** The Member Library shall serve all Grand Traverse County (and City of Traverse City within Leelanau County) residents on an equal basis. The Member Library shall also serve all geographic areas which have negotiated a penal fine contract with TADL and it shall be the responsibility of TADL to advise the Member Library of those participating geographic areas on an annual basis.

C. **State Aid.** The Member Library's cooperative state aid shall be retained by the Member Library.

D. **Library Cooperative Fees.** The Member Library shall be responsible for payment of its own Library Cooperative membership fees.

E. **Advisory Council.** Both the Member Library and TADL shall participate in the District Library Advisory Council. Said Council shall be composed of the head librarians of TADL and each Member Library under contract to TADL, and shall meet periodically at reasonable times and locations as determined mutually by the representatives from TADL and each Member Library.

F. **TADL Identification.** Member Library shall identify itself as a member of TADL on all mutual signage, printed material, web sites and other printed materials as permitted by TADL. Notwithstanding the foregoing, Member Library may use existing signage and any existing stock of stationery or printed materials provided that Member Library shall comply with this paragraph when replacing such signage, stationery or printed materials after the effective date of this Agreement. This Agreement provides Member Library with a limited license for use of TADL logos and authorized proprietary materials.

G. **Hours of Operation.** Unless otherwise agreed by TADL, the Member Library shall be open to the public not less than 38 hours per week during the calendar year.

H. **Access to Materials and Facilities.** The Member Library shall provide access to its lending materials and facilities to all libraries associated with TADL. Costs of district-wide systems upgrades will be borne by TADL, and any system changes affecting the physical layout of the Member Library will be undertaken only in consultation with the Member Library and with the Member

Library's approval. Examples of such access may include, but are not limited to the following: the ability of library patrons within the District to attend the Member Library's programs; the ability of library patrons within the District to borrow materials from the Member Library; and allowing items placed on reserve by the Member Library to be accessed through inter-library loan to any library associated with TADL. Member Library may provide access to its lending materials and facilities to seasonal residents as determined by the Member Library.

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K. **Use of Funds.** The Member Library acknowledges and affirms that funds provided by TADL pursuant to this Agreement shall be used for operations only, and may not be used to fund capital projects.

4. **Suspension of TADL Obligations.** In the event that Member Library ceases to maintain State aid eligibility under Act 89 of 1977, TADL's obligations under this Agreement shall cease until Member Library's eligibility is restored.

5. **Term of Agreement.** The term of this Agreement shall run from January 1, 2022, through December 31, 2031. This Agreement may be modified, extended, or terminated upon mutual agreement of TADL and the Member Library. The Member Library and TADL agree to enter into negotiations should either express dissatisfaction with this agreement.

6. **Ownership of Assets.** All assets now owned and possessed by either TADL or the Member Library, and all assets hereafter acquired by either respective library, shall remain and be the property of that library. Notwithstanding the foregoing, upon termination of this Agreement, the Member Library shall return to TADL all equipment, computer hardware, computer software, and other materials provided it by TADL on an in-kind basis, whether during the term of this Agreement or any predecessor to this Agreement. By executing this Agreement, the Member Library agrees to abide by all rules and requirements in the use of any license agreement or computer network system undertaken by TADL which is allocated to the Member Library pursuant to its status under this Agreement, and a copy of any rule, license or requirement pursuant thereto shall be made available to the Member Library upon

request. Further, any access to any license or computer network provided to the Member Library by virtue of its relationship as a member of TADL shall cease and terminate upon termination of this Agreement.

7. Employees. The personnel employed by either party shall in no way be deemed to be employees of the other party and shall not be entitled to any fringe benefits of the other party and shall not hold themselves out as employees of the other party.

8. Workers Compensation. The parties shall maintain at all times while work is being performed under this Agreement, suitable Workers Compensation insurance pursuant to Michigan law and shall provide a certificate of insurance or a copy of state approval for self-insurance to the other party upon request.

9. Non-discrimination. The parties agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of that person's race, color, religion, national origin, age, sex, height, weight, sexual identity, gender identity, physical or mental disability, or marital status. Breach of this covenant may be regarded as a material breach of this Agreement.

10. Entire Agreement. This Agreement constitutes the entire agreement of the parties and there are no valid promises, conditions, or understandings which are not contained herein. This Agreement supersedes and replaces all prior agreements defining the Member Library's status and services to TADL which currently exist, or previously have existed between the parties.

11. Amendments. The parties agree to permit modifications of this Agreement from time to time, but such modifications shall be in writing and signed by both parties.

12. Assignment. The parties agree there shall be no assignment or transfer of this Agreement or any part thereof unless mutually agreed in writing by both parties.

13. Insurance. During the term of this Agreement, Member Library and TADL shall maintain Comprehensive General Liability Insurance in an amount not less than \$2,000,000 per occurrence for injuries, including accidental death, for each person; and subject to the same limit for each person, in an amount not less than \$2,000,000 per occurrence on account of each accident; and Property Damage Insurance in an amount not less than \$1,000,000 each occurrence; and combined Single Limit for Bodily Injury and Property Damage Liability in an amount not less than \$2,000,000 for each occurrence. Certified copies in duplicate, setting forth the limits and coverage shall be furnished annually to the

other party. The policies shall contain endorsements stating that the other party, its board, officers, employees, and agents have been named as additional insureds onto such policy.

14. Authority to Execute. The parties agree that the signatories appearing below have the authority and are duly authorized to execute this Agreement on behalf of the party to the Agreement.

15. Not a Joint Venture. Other than the contractual commitments made in this Agreement, each party confirms that this Agreement shall not be construed to create a partnership or joint venture between them, and no benefits are conferred to any third party not otherwise a signatory to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective January 1, 2022.

**** Signature Lines on Next Page ****

Traverse Area District Library

By: _____

Its: President of the Board of Trustees

By: _____

Its: Secretary of the Board of Trustees

Peninsula Community Library

By: _____

Its: _____

By: _____

Its: _____



8:30 am to 5:00 pm Monday - Friday

FAX...

Fax your ad to 231-946-8273

IN PERSON...

To place or pay for your ad in person at

120 W. Front St., Traverse City, inside the main entrance of the Record-Eagle, 8:30 am to 5:00 pm Monday - Friday

ONLINE...

24 hours a day, seven days a week at...

www.Record-Eagle.com/CLASSIFIEDS

Wednesday Tuesday 4:00 pm
 Thursday Wednesday 4:00 pm
 Friday Thursday 4:00 pm
 Saturday Friday 4:00 pm
 Sunday Friday 4:00 pm
 Ask about display ad deadlines

Classified Ad Rates

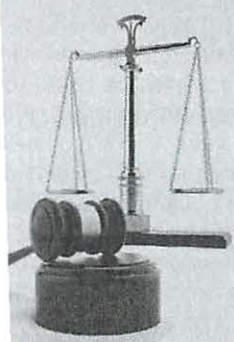
Ask your Classified Sales Representative about our specials and services. We accept Visa, Master Card, Discover & American Express



STUFF



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Legal / Public Notices

W/class_index/Legal-18

LEGAL NOTICE

West Education Services is requesting bids for building signage. Bid documents, including site maps, are available by emailing info@northwested.org. A mandatory pre-bid conference is scheduled for November 17, 2021 at 3:00 pm. Bids must be received no later than 12:00 p.m., November 14, 2021. All bids must be valid for 120 days.

Mail your bid to:
 West Education Services
 Linda Bielecki, Chief Financial Officer
 1000 West Drive
 Traverse City, MI 49684

West Education Services reserves the right to accept or reject any or all bids, is not limited to accepting the lowest bid, reserves all rights granted to it, reserves the right to waive formalities and to take such action as it deems necessary in the best interest of the District. Bidding is open to all qualified parties, in compliance with national, state and local laws.

LEGAL NOTICE

Summertree Residential Centers, Inc., a tax-exempt corporation and a 501 (C) (3) nonprofit organization is required to publish a list of Board Meeting dates each year. All Board meetings are held on the first Wednesday of each month (except as noted**) at the main office located at 210 N. Lake Street, Boyne City, MI. at 4:00 p.m. Following is a list of the upcoming dates:

| | | |
|----------|---|------|
| October | 6 | 2021 |
| November | 3 | 2021 |
| December | 1 | 2021 |
| January | 5 | 2022 |
| February | 2 | 2022 |
| March | 2 | 2022 |
| April | 6 | 2022 |
| May | 4 | 2022 |
| June | 1 | 2022 |
| July | 6 | 2022 |
| August | 3 | 2022 |

LEGAL NOTICE

Notice to Creditors Decedent's Estate State of Michigan County of Grand Traverse Camille A. Parker DOB August 26, 1943 TO ALL CREDITORS: The decedent Camille A. Parker who lived at 3557 Matador West Apt 101, Traverse City, MI 49684, died on October 31, 2021. There is no probate estate. Creditors of the decedent are notified that all claims against the estate will forever be barred unless presented to Jeannine Holloway, Personal Representative, 2129 W Burdickville Rd, Maple City, MI 49664, within 4 months after the date of publication of this notice. November 10, 2021 Jeannine Holloway 2129 W Burdickville Rd, Maple City, MI 49664

November 12, 2021-1T

577351

LEGAL NOTICE

**TRAVERSE AREA DISTRICT LIBRARY
 NOTICE OF PUBLIC HEARING ON THE 2022 BUDGET**

The Board of Trustees of the Traverse Area District Library will hold a public hearing on the proposed 2022 Budget at the Regular Board Meeting on Thursday, November 18, 2021 at 4:00pm in the McGuire Community Room at the Traverse Area District Library, 610 Woodmere Ave., Traverse City, MI 49686.

The property tax millage rate proposed to be levied to support the proposed budget will be a subject of this hearing.

Public comments are welcome at the Public Hearing. Handicapped persons needing assistance or aid should contact the Library's Administrative Office during regular working hours or forty-eight hours prior to the meeting.

A copy of the proposed budget is available for public inspection on the Library website at www.tadl.org/budgets and at the 2nd floor public service desk of the Library at 610 Woodmere Avenue, Traverse City, MI 49686.

November 12, 2021-1T

577354

**LEGAL NOTICE
 STATE OF MICHIGAN**