

SAUGATUCK-DOUGLAS DISTRICT LIBRARY

BOARD MEETING

April 17, 2024

- I. Call the Meeting to Order
- II. Approval of the Agenda
- III. Approval of the Minutes
- IV. Public Comment
- V. Bills
- VI. Financial Reports
 - A. Balance Sheet
 - B. Profit & Loss Report
- VII. Librarian's Report
- VIII. President's Report
- IX. Trustee Reports - Demetrhea Terrien
- X. Committees
 - A. Finance Committee – Schedule meeting
 - B. Personnel Committee – Appoint members and schedule meeting
- XI. Old Business
 - A. Public Comment Policy – 2nd reading
 - B. Board member email accounts
 - C. Fund Balance allocation

Based on last meeting's discussion, the Finance Committee is recommending retaining an unassigned operating fund balance equal to 6 month's expenses. The remainder of the current unassigned fund balance would be allocated to a newly created assigned fund balance for capital improvement. According to the Library of Michigan's Public Library Financial Management Guide, these allocations should be determine and approved as part of the annual budget process. Our budget hearing is scheduled for June 19, 2024. This action of the board is delayed until that time.
- XII. New Business
 - A. Notary Public Policy
 - B. Architectural planning proposal from Harley Ellis Devereaux
- XIII. Guest: Friends of the Library representative
- XIV. Next Meeting: May 15, 2024 at 7:00 pm
- XV. Adjournment

SAUGATUCK-DOUGLAS DISTRICT LIBRARY
BOARD MEETING
March 20, 2024
Unofficial Minutes

I. Meeting Called to order at 7:03pm by Chairman David Blatt. The following were present: Library Director (ex officio) Ingrid Boyer, Christi Allen representing the Friends of the Library, Trustees: David Blatt, Larry Blose, Janice Krakowski, Demetrhea Terrien, Frank Aiello, and Sara Nelson.

II. The Agenda (See Appendix) was passed by unanimous consent.

III. David Blatt presented a motion to make the following change to the minutes from February 2024 (see Appendix)

Under New Business, Short Term Capital Improvements, it reads, "There is \$172,000 in the construction budget that needs to be spent in the next 2-5 years."

The suggested change would read, "There is \$172,000 in the construction budget to allow fine-tuning of the new building to complete its optimal accommodating of library needs in the next 2-5 years." Demetrhea Terrien seconded the motion. The motion passed by unanimous consent.

IV. No public comment

V. Library bills were presented by Director Boyer (See Appendix). Larry Blose presented a motion to pay the bills, David Blatt seconded the motion. The motion was passed with 6 members voting yes and 0 members voting no.

VI. Financial Report

A. Balance sheet was presented by Director Boyer (see Appendix).

B. Profit and Loss Statement was presented by Director Boyer (see Appendix).

VII. The Librarian's Report was presented by Director Boyer (See Appendix).

VIII. President's Report

- David Blatt provided a summary of a webinar he attended recently and asked if anyone would be willing to watch the next one on Monday, March 25. Demetrhea Terrien volunteered.

IX. Committee Report

A. Financial Committee

- Larry Blose updated the board on a recent conversation with a financial consultant. He explained that there is no need to pay off the bonds early, that we should have an operating fund balance equal to 3-6 months and that we should probably create a plan for aligning our fund balance with long term priorities.

- Ingrid presented an overview of current library funds and the possibility of creating a Capital Improvement Fund. Larry Blose suggested the members mull this over and discuss at the next meeting.

X. Old Business

A. Board member email accounts

- The issue of library email accounts for board members was discussed. David Blatt presented a motion to have Ingrid Boyer create library email accounts for each of the board members. Demetrhea Terrien seconded the motion. The motion was passed with 5 yes votes and 1 abstention.

XI. New Business

A. Public Comment Policy (see Appendix) was discussed. (First reading).

XII. Strategic Plan Update

- The Strategic Plan Activity Plan (see Appendix) was discussed.

XIII. Guest: Friends of the Library representative – Christi Allen

- The Friends are preparing to send out membership letters and an email blast at end of May. FOL memberships make great gifts for friends!
- Work is being done to start a newsletter that will go out quarterly.
- Some of the members have been attending training sessions through the state FOL, learning about censorship and where the Friends' place may be in that.

XIV. Next Meeting: April 17, 2024 at 7:00 pm

XV. Adjournment by unanimous consent at 8:13 PM.

Saugatuck-Douglas District Library
Expenses by Vendor Detail
March 16 through April 15, 2024

Type	Date	Memo	Account	Amount
All Surface Building Services LLC				
Check	03/29/2024	Monthly cleaning service, Invoice #2119	930 · Building Maintenance	-995.00
Total All Surface Building Services LLC				-995.00
Amazon.com				
Check	03/21/2024	Monitor stand, clock and blackout curtains	975 · Furnishings	-74.07
Total Amazon.com				-74.07
Blue Star Storage				
Check	03/29/2024	April rent	930 · Building Maintenance	-60.00
Total Blue Star Storage				-60.00
CENGAGE LEARNING/GALE				
Check	03/29/2024	Invoice # 84032885	959.110 · Print Books	-40.00
Total CENGAGE LEARNING/GALE				-40.00
Consumers Energy				
Check	04/13/2024	Feb/March electric bill	920 · Utilities	-1,709.93
Total Consumers Energy				-1,709.93
Demco, Inc.				
Check	03/29/2024	Invoice #7453397, book covers, tape & l...	728 · Collection Expenses	-85.57
Total Demco, Inc.				-85.57
ELM USA, Inc.				
Check	03/18/2024	monthly disc cleaning	728 · Collection Expenses	-25.00
Total ELM USA, Inc.				-25.00
EPS				
Check	03/22/2024	Door sensor repair	930 · Building Maintenance	-337.50
Check	03/22/2024	Pro-rated service contract for card access	930 · Building Maintenance	-143.71
Check	03/22/2024	Card access system	976 · Technology	-7,642.88
Check	04/10/2024	Troubleshooting card access, front door	930 · Building Maintenance	-150.00
Total EPS				-8,274.09
Foster Swift				
Bill	03/19/2024	phone consult, public comment policy	801 · Professional Services	-441.00
Total Foster Swift				-441.00
Hill-VanHorn, Erin				
Bill	03/22/2024	Mileage reimbursement, supplies	961 · Travel/Conference	-46.90
Bill	03/22/2024	Mileage reimbursement, supplies	961 · Travel/Conference	-135.81
Bill	03/22/2024	Mileage reimbursement, supplies	961 · Travel/Conference	-30.15
Bill	03/22/2024	Mileage reimbursement, supplies	730 · Youth Services Supplies	-19.07
Bill	03/22/2024	Mileage reimbursement, supplies	730 · Youth Services Supplies	-5.91
Total Hill-VanHorn, Erin				-237.84
Ingram Library Services				
Check	04/09/2024	March invoices	959.110 · Print Books	-1,884.10
Check	04/09/2024	March invoices	959.220 · Audio Books	-137.46
Total Ingram Library Services				-2,021.56

Type	Date	Memo	Account	Amount
KLSWA				
Check	03/26/2024	January & February water	920 · Utilities	-336.63
Total KLSWA				-336.63
Lakeland Library Cooperative				
Check	03/28/2024	Labor law poster, invoice #PT24-1181	727 · Office Supplies	-30.00
Total Lakeland Library Cooperative				-30.00
Michigan Gas Utilities				
Check	03/25/2024	acct. #0504864801-00002	920 · Utilities	-16.81
Total Michigan Gas Utilities				-16.81
New Dawn Linen Service				
Check	03/22/2024	February mat service	930 · Building Maintenance	-45.92
Check	04/09/2024	March mat service	930 · Building Maintenance	-45.92
Total New Dawn Linen Service				-91.84
OverDrive				
Check	04/09/2024	Invoice #01720CP24098734	959.320 · Digital Content Databases	-266.10
Check	04/09/2024	Invoice #01720MA24100555	959.310 · E-Books	-183.59
Total OverDrive				-449.69
R. W. LaPine, Inc.				
Check	03/29/2024	Condensation leak in fireplace room ceili...	930 · Building Maintenance	-300.00
Total R. W. LaPine, Inc.				-300.00
RICOH USA, INC (TX)				
Check	04/01/2024	copier lease	941 · Copy Machine	-146.30
Total RICOH USA, INC (TX)				-146.30
Scholastic Library Publishing				
Check	03/29/2024	Invoice # 58061355	959.110 · Print Books	-31.18
Total Scholastic Library Publishing				-31.18
T Mobile				
Check	04/09/2024	hotspots	959.320 · Digital Content Databases	-149.55
Total T Mobile				-149.55
TOTAL				-15,516.06

Balance Sheet

As of April 15, 2024

	<u>Apr 15, 24</u>
ASSETS	
Current Assets	
Checking/Savings	
001 · Checking Regular 2041	171,185.57
003 · Square Macatawa 9464	1,336.71
010 · PettyCash	150.00
012 · Huntington Construct Chkg 8303	6,884.66
017 · Michigan CLASS	
017.01 · Michigan CLASS - General Fund	<u>908,125.73</u>
Total 017 · Michigan CLASS	908,125.73
018 · U.S. Bank SLGS	
018.01 · U.S. Bank Construction	154,000.00
018.02 · U.S. Bank Bond Payment	<u>21,272.48</u>
Total 018 · U.S. Bank SLGS	<u>175,272.48</u>
Total Checking/Savings	1,262,955.15
Other Current Assets	
022 · Accts Receivable	11,102.76
130 · Prepaid Expense	<u>3,550.50</u>
Total Other Current Assets	<u>14,653.26</u>
Total Current Assets	<u>1,277,608.41</u>
TOTAL ASSETS	<u>1,277,608.41</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
202 · Accts Payable	3,550.50
209 · Health Ins Payable	105.26
210 · Payroll Liabilities	1,913.86
220 · Accrued Payroll	8,174.72
223 · Due to F.O.L.	<u>786.93</u>
Total Other Current Liabilities	<u>14,531.27</u>
Total Current Liabilities	<u>14,531.27</u>
Total Liabilities	14,531.27
Equity	
390 · Fund Balance	748,357.39
392 · Restricted F.B. for New Bldg	172,882.84
394 · Restricted F.B. for Debt Serv	204,231.86
Net Income	<u>137,605.05</u>
Total Equity	<u>1,263,077.14</u>
TOTAL LIABILITIES & EQUITY	<u>1,277,608.41</u>

Saugatuck-Douglas District Library
Profit & Loss Budget vs. Actual
July 2023 through June 2024

	<u>Jul '23 - Ju...</u>	<u>Budget</u>	<u>\$ Over Bud...</u>	<u>% of Budget</u>
Income				
400 · Millage				
400.100 · COVODouglas	97,989.89	99,050.00	-1,060.11	98.9%
400.200 · City	92,965.03	93,755.00	-789.97	99.2%
400.300 · Twp	190,654.08	195,145.00	-4,490.92	97.7%
Total 400 · Millage	381,609.00	387,950.00	-6,341.00	98.4%
520 · USF	1,109.10	2,800.00	-1,690.90	39.6%
539 · State Aid	5,765.98	5,600.00	165.98	103.0%
608 · Fines & Fees	7,244.22	6,500.00	744.22	111.4%
655 · Penal Fines				
655.100 · Penal Fines Allegan County	19,123.10	18,000.00	1,123.10	106.2%
655.200 · Herrick-LaketownFunds	12,501.14	9,000.00	3,501.14	138.9%
Total 655 · Penal Fines	31,624.24	27,000.00	4,624.24	117.1%
664 · Interest	1,540.84	1,000.00	540.84	154.1%
665 · Investment Earnings	22,586.24	20,000.00	2,586.24	112.9%
671 · Other Revenue	4,950.10	4,000.00	950.10	123.8%
674.100 · General Donations	6,155.52	1,000.00	5,155.52	615.6%
675 · FOL	6,250.14	9,000.00	-2,749.86	69.4%
Total Income	468,835.38	464,850.00	3,985.38	100.9%
Gross Profit	468,835.38	464,850.00	3,985.38	100.9%
Expense				
701 · Payroll Expenses	173,689.88	231,000.00	-57,310.12	75.2%
727 · Office Supplies	1,726.55	2,700.00	-973.45	63.9%
728 · Collection Expenses	1,877.46	2,500.00	-622.54	75.1%
729 · Custodial Supplies	1,142.59	2,600.00	-1,457.41	43.9%
730 · Youth Services Supplies	2,517.30	4,500.00	-1,982.70	55.9%
731 · Postage	281.51	750.00	-468.49	37.5%
801 · Professional Services	13,221.00	26,000.00	-12,779.00	50.9%
803 · Coop Services (LLC)	14,145.25	15,000.00	-854.75	94.3%
850 · Phone & Internet	3,257.58	5,000.00	-1,742.42	65.2%
880 · Programs	6,289.76	8,000.00	-1,710.24	78.6%
900 · Publicity & Printing	1,765.27	2,000.00	-234.73	88.3%
920 · Utilities	17,700.24	27,000.00	-9,299.76	65.6%
930 · Building Maintenance	24,444.88	43,000.00	-18,555.12	56.8%
941 · Copy Machine	2,668.66	4,000.00	-1,331.34	66.7%
956 · Lost materials	255.81	400.00	-144.19	64.0%
957 · Technology	5,471.64	8,000.00	-2,528.36	68.4%
959 · Materials				
959.100 · Print Materials				
959.110 · Print Books	17,360.53	24,000.00	-6,639.47	72.3%
959.120 · Periodicals	3,115.05	5,000.00	-1,884.95	62.3%
Total 959.100 · Print Materials	20,563.81	29,000.00	-8,436.19	70.9%

	<u>Jul '23 - Ju...</u>	<u>Budget</u>	<u>\$ Over Bud...</u>	<u>% of Budget</u>
959.200 · Other				
959.210 · DVDs	1,854.83	3,000.00	-1,145.17	61.8%
959.220 · Audio Books	796.62	1,000.00	-203.38	79.7%
Total 959.200 · Other	2,651.45	4,000.00	-1,348.55	66.3%
959.300 · Electronic				
959.310 · E-Books	3,695.73	4,000.00	-304.27	92.4%
959.320 · Digital Content Databases	20,699.38	28,500.00	-7,800.62	72.6%
Total 959.300 · Electronic	24,395.11	32,500.00	-8,104.89	75.1%
Total 959 · Materials	47,610.37	65,500.00	-17,889.63	72.7%
961 · Travel/Conference	1,916.29	2,500.00	-583.71	76.7%
962 · Dues	947.00	1,200.00	-253.00	78.9%
964 · Tax Charge Backs	208.16	500.00	-291.84	41.6%
965 · Insurance	7,650.00	7,700.00	-50.00	99.4%
970 · Capital Expenditures	0.00	5,000.00	-5,000.00	0.0%
Total Expense	328,787.20	464,850.00	-136,062.80	70.7%
Net Income	140,048.18	0.00	140,048.18	100.0%

Saugatuck-Douglas District Library
Profit & Loss Budget vs. Actual
 July 2023 through June 2024

	<u>Jul '23 - Jun 24</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Income				
405 · Bond Levy				
405.100 · COVODouglas	64,308.53	64,318.48	-9.95	100.0%
405.200 · City	60,918.04	60,881.32	36.72	100.1%
405.300 · Twp	126,342.04	126,718.42	-376.38	99.7%
Total 405 · Bond Levy	251,568.61	251,918.22	-349.61	99.9%
698 · Transfer from Restricted ...	0.00	25,000.00	-25,000.00	0.0%
Total Income	251,568.61	276,918.22	-25,349.61	90.8%
Gross Profit	251,568.61	276,918.22	-25,349.61	90.8%
Expense				
971 · New Library Building				
972 · Construction	3,340.50			
975 · Furnishings	1,246.96			
976 · Technology	4,501.75			
971 · New Library Building - ...	5,064.00	25,000.00	-19,936.00	20.3%
Total 971 · New Library Building	14,153.21	25,000.00	-10,846.79	56.6%
991 · Debt Service - Principal	120,000.00	120,000.00	0.00	100.0%
992 · Debt Service - Interest	123,118.76	123,118.00	0.76	100.0%
Total Expense	257,271.97	268,118.00	-10,846.03	96.0%
Net Income	<u>-5,703.36</u>	<u>8,800.22</u>	<u>-14,503.58</u>	<u>-64.8%</u>

LIBRARIAN'S REPORT

Submitted by Ingrid Steen Boyer

April 15, 2024

PROGRAMS

- Traditionally, our level of adult programming is significantly reduced during the summer months. We have several events schedule for April and May, but then our lighter schedule begins in June. Remaining spring programs include: the final concert in our Sunday afternoon series, a birding talk, a Shakespeare performance, a watercolor class and a Pride lecture. (SP 2.2, 2.3)
- We will be partnering with Douglas Elementary School for their screen free week. We will offer two afterschool programs and are also hosting a bookmark design contest. The winning contestants will have their bookmarks printed and distributed at the Library this summer. (SP 2.3)
- Although we can't take credit for the eclipse, we had a lot of fun hosting a watch party on April 8. Over the course of 2 hours, we had over 200 people gather to watch. There was a festive vibe and I heard some many expressions of appreciation. All ages were represented.
- Our summer reading kick-off event is scheduled for June 13.

FINANCE & CONTRIBUTIONS:

- In order to maximize investment returns, we transferred \$340,000 from our main checking account to our Michigan CLASS investment account. Because this account is a giant pool, our money is essentially 100% liquid and can be transferred back in just a few days. We will draw from it as needed for regular operating expenses.
- We also transferred funds from our U.S. Bank State and Local Government Series Demand Deposit account to our construction checking account in order to pay for the new card access system.
- As a follow-up to my March 5 meeting with Harley Ellis Devereaux, I have received a proposal for their services. It is included in the April 2024 board packet and is on the agenda for discussion. (SP 1.1)

BUILDINGS & GROUNDS:

- Nothing to report

MARKETING

- The Strategic Plan is up on the website. We are still waiting on the printer for the poster which will be displayed in the vestibule.
- The Commercial Record ran a story on our chamber music concert in their March 21st edition.
- The Commercial Record ran a story on our upcoming birding program in their April 11 edition.

COLLECTIONS:

- We were disappointed to learn that the local history digitization grant from the Library of Michigan is not available for newspaper digitization projects. We will continue to work with the History Center and will examine our own budget to look at funding options. (SP: 2.1, 3.2, 3.3)

HUMAN RESOURCES

- Hannah Nendick-Mason submitted her letter of resignation. Her final regular scheduled day was April 4. She has agreed to stay on the pay roll in order to run a few of the remaining events she has scheduled, including our Cookbook Club which meets again in May. She is also willing to serve as a sub, at least for the next few months. Hannah was responsible for coordinating all adult programs. Since moving into our new space, our offerings in this area have grown from almost nothing to a very full schedule with diverse events. She has done a great job and we will miss her and her contribution to the library. Because we are in the process of creating and implementing a new staffing plan, we will not post an opening until that has been completed.
- I have continued to work with Carol Dawe on the new staffing plan called for in the Strategic Plan. In addition to those conversations, I met with trustee Sara Nelson to talk about remaining steps for gathering staff input and finalizing the plan. With her experience in administration and HR, she made some valuable suggestions. The library staff is meeting on Thursday, April 18 to review the Strategic Plan and discuss how it impacts staff time and responsibilities. I will be following up on this group discussion with individual meetings with staff to hear their thoughts on how they might fit in to the stated priorities. I hope to have a draft plan before the next board meeting. I am recommending that the Personnel Committee meet in advance of that meeting to review my recommendations. We need to appoint members to this committee. (SP 1.2)

TECHNOLOGY

- Lakeland's new app, Biblioapps, was schedule to go live in mid-March. That deadline has been pushed back till late April. The second round of testing was completed last week. Now we are waiting on the app stores to make it available for download.

MEETINGS & PARTNERSHIPS

- March 6: I met with Eric Gollanek to talk about a Wikipedia Edit-athon. This would be a collaborative program held at the Library. He already has volunteers lined up and excited about the project. The idea is to edit and add content to Wikipedia, focuses Saugatuck and Douglas local history topics. We are still working on the logistics.
- March 14: I attended the Lakeland Library Cooperative's Board and Advisory Committee meetings.
- March 20: I attended the Douglas Elementary School's Library Committee meeting. I continue to advise them as they develop their collection.
- March 28: I attended the LLC Continuing Education Committee meeting.
- April 10: I was the facilitator for a LLC webinar on AI. It was a really good presentation and helped me think about how best to approach this technology and how it might work for our Library. Jennell Lehman and Marlee Alexander both attended. (SP 1.2)
- April 15: I met with George Stautin to discuss if the Library might serve as a summer pick-up point for Children's First Lakeshore, a non-profit food distribution program. (SP 2.3)

OTHER

- I was on vacation from March 30-April 7.
- We received a FOIA request from an organization called "Open the Books." They are a tax watchdog group who publish information on government spending. They requested our ledger

for 2022-2023 as well as the names and gross wages for all employees for that same period. I was able to comply with both requests, although they were required to modify their salary request to accommodate available data. For more information about this organization, you can visit their website: openthebooks.com

Statistical Summary : MARCH 2024				
	Feb-24	Mar-24	Mar-23	
Circulation				
Print	5605	5978	6195	-4%
Hoopla	633	759	734	3%
Overdrive	1287	1103	1121	-2%
Kanopy	72	48	64	-25%
SUBTOTAL	7597	7888	8114	-3%
Interlibrary Loan				
Loaned/Sent (Outgoing)	424	427	410	4%
Borrowed/Received (Incoming)	637	539	652	-17%
Programming				
Number of Programs	44	39	45	-13%
Attendance (Kids & Early Lit)	233	256	490	-48%
Attendance (Adults)	270	345	326	6%
Technology				
Website Visits	3128	5905	2696	119%
Wifi Usage	1581	1591	1620	-2%
Gate Count	3990	3972	3973	0%
New Patrons	17	19	21	-10%

Virtual Millage webinar #4

Campaigning for millage should focus on budget, vision, mission, and values

Library usage does not translate into a vote for the millage or vice versus
21% never vote for millages, 27% do vote for millages so it is the middle grouping that will have questions or suspicions

A plan that gets information out to the community such as stories, hours & attendance, a place of refuge, library staff, collection & circulation, programs & services, and library cards issued and active

Messaging that is concise, clear, consistent, convincing and contrasty

Link in with community coalitions, leaders and stakeholders to get information out

85% people generally support libraries but start work on millage plan early and have an understanding of the political landscape

There will always be opposition so have a plan that addresses opposition rather than let it go on unanswered

They will do research which includes FOIAs

Have face to face communications, use social media, blog posts, and printed press which describes what happens if millage is approved and what happens if library doesn't get it

Board cannot tell people how to vote

Libraries can seek millages in May/Aug/Nov but what matters more is what else is on the ballot in the community

Plan on getting 12-18 month time frame for getting on ballot or at least 12 months

If ballot measure is on Aug ballot and loses can get on Nov ballot when many snow birds are gone

SAUGATUCK-DOUGLAS DISTRICT LIBRARY
POLICY FOR PUBLIC COMMENTS AT MEETINGS

I. Purpose

The Saugatuck-Douglas District Library welcomes and encourages comments from members of the public who attend Library Board meetings. Pursuant to the requirements of the Open Meetings Act, a person is permitted to make a public comment during a meeting under rules established and recorded by the Library Board.

II. Public Comment Period; Meeting Agendas

- A. If an agenda is available, the Library Board will have copies of the agenda available for the public who attend the meeting. The agenda will indicate the designated time(s) for the public to provide comments. The Library Board will include at least one public comment period during each meeting. These rules apply to the public comment period in any regular or special meeting or in any committee meeting that is open to the public (“Public Comment”).
- B. Members of the public have no right to address the Library Board or make comments outside of the Public Comment. At any time, the Library Board, at its discretion, may accept comments from the public. However, outside of the Public Comment time, the Library Board is under no obligation to hear comments from the public during a meeting.
- C. The Library Board has sole discretion to determine the content of each meeting agenda and is not obligated to add any item to the agenda.

III. Rules of Public Comment

The Library Board adopts the following procedures to receive Public Comments:

- A. When the Library Board meeting reaches a designated time for Public Comments, the President will invite attendees to make Public Comments. If the President is absent, the acting chair of the meeting will perform the President’s duties under this policy.
- B. The President will ask persons wishing to speak to raise their hands to be recognized by the President. The President will recognize one person to speak at a time, and each speaker must provide his or her name and address. No person in attendance may make a comment without being recognized.
- C. Public Comments must be addressed to the Library Board, not to other members of the audience.

- D. Each speaker is only entitled to one (1) three-minute time during each Public Comment period and may not split the time or “give” the time to another speaker.
- E. In lieu of speaking, a person may submit any written comments to the Library Board Secretary. Written materials submitted to the Library Board are considered public documents.
- F. The Library Board encourages free and complete public dialogue on Library Board issues within the bounds of civil discourse. Speakers may not breach the peace of the meeting.
- G. If a speaker includes specific questions to the Library Board in his or her Public Comments, the Library Board has no obligation to respond.
- H. Groups are encouraged to designate one or more individuals to speak on their behalf to avoid cumulative comments. However, there is no requirement to make this designation. If a speaker is speaking on more than one individual’s behalf, they must state as such at the beginning of their comment and shall be entitled to one (1) five-minute time during Public Comment.
- I. The Library Board may determine, in its sole discretion, how Public Comments will be summarized in the meeting minutes. Members of the public should not expect the minutes to include verbatim transcripts or details of any individual comment.
- J. Members of the public are also encouraged to contact the Library during regular business hours to ask questions, raise concerns, and request information about Library matters.
- K. Members of the public must remain seated, stand in the back of the room or along the sides of the room during Public Comment. Members of the public should only approach the podium when called on by the Board President.
- L. All signs are prohibited in the Board meetings.

IV. Recording of Rules

These rules will be recorded in the minutes and kept on file with the Library Secretary.

NOTARY PUBLIC POLICY

The Saugatuck-Douglas District Library offers notarization services. A notary public acts as an official and unbiased witness to the identity of persons who come before the notary.

Please follow these rules in order to have your documents notarized:

1. Do not sign your documents before coming into the library. The notary public must witness your signature.
2. You must present your state driver's license, passport, or state identification card at the time of notarization.
3. If your document requires witnesses, you must provide your own witnesses. The library staff are not available to act as a witness.

There is no charge for notarization services.

We ask that you make an appointment for notary services. Please call 269-673-4625 or email info@sdlibrary.org to inquire for notary availability.

Boston
Chicago
Dallas
Detroit
Los Angeles
Sacramento
San Diego
San Francisco

123 West 5th St.
Royal Oak, MI 48067

T 248.262.1500
F 248.262.1515

March 18, 2024

Ingrid Boyer / Director of Saugatuck-Douglas District Library
174 Center Street
Douglas, MI 49406
e: iboyer@sdlibrary.org

Subject: Saugatuck-Douglas District Library [SDDL] – Strategic Plan Study
HED: 2024-SD036-001

Dear Ingrid and SDDL Team:

Congratulations on recently completing your new Strategic Plan! We know that the strategic planning process requires a lot of effort and commitment on the part of you and your Board, and often brings up additional questions and exciting opportunities to explore. In your case, the Strategic Planning effort revealed that your community expects their need for quality services that the Library provides to continue to grow, which is great news!

We were incredibly happy to hear that the Library has been well-received by the community and appreciate the opportunity to submit this proposal for professional architecture services to assist SDDL with considering future options for the building and site over your 10-15 year planning horizon to respond to Strategic Plan initiatives. We appreciate your confidence in our firm to continue to serve your design, architecture, and engineering needs and are open to discussing this proposal with you.

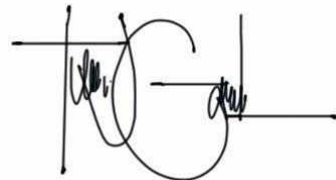
For the new study, HED is pleased to offer the consultative services of both Tracy Sweeney and Fred Meinberg - the design and technical architects from the original build - who will be supported by the expertise of our in-house engineering staff as needed to assess and present viable options. Following our Zoom call on March 5, the following pages of this document provide a description of our understanding of the project scope, our method of delivery, design schedule, and proposal of fees.

If you have any questions regarding this proposal for services, or if you wish to discuss any aspect of this project, please contact one of us directly. We look forward to this opportunity to continue our relationship with SDDL.

Sincerely,



Tracy Sweeney, AIA, LEED AP BD+C, NCARB
Associate / Design, Architecture



Tim Gawel, NCIDQ
Associate Principal / Market Sector Leader

PROPOSAL ACCEPTANCE

Fee

We suggest that if this proposal-agreement meets with your approval and you choose to award this project to HED, this proposal-agreement letter will serve as the contract between HED and SDDL. By signing below, I approve and agree to be bound by the terms and conditions of this Proposal Letter Agreement ("**Agreement**"), attest that I have the authority to execute this Agreement on behalf of SDDL and authorize HED ("**Consultant**") to commence services.

Accepted for Saugatuck-Douglas District Library [SDDL] by:

Signature

Printed Name and Title

Date

This Proposal-Agreement will be valid for a period of sixty (60) days from date first noted above. Upon acceptance, please forward a signed copy to HED and retain a complete signed copy of the Agreement for your records.

PROJECT INTRODUCTION

Per our Zoom meeting with Ingrid Boyer on March 5, 2024, the HED team learned about Saugatuck-Douglas District Library's [SDDL] need for a site and building evaluation to support the Library's recently approved strategic plan. We understand that SDDL would like to investigate long-term opportunities to expand the existing facility in the future to support the growing program, event and staff needs identified in the Strategic Plan. The master planning of these future options will also inform more immediate initiatives that the board may consider for interim site uses.

PROJECT SCOPE

HED will work with SDDL to study the building and site for solutions that support the SDDL Strategic Plan. Our team will evaluate opportunities to expand/reconfigure the current building within the context of zoning limitations of the site (setbacks, easements, etc.). The completed report will provide options for future edits to the building and site, including notes on costing and logistics; however, cost input will be presented as a range and limited to current-year data since the scope of the study does not encompass detailed design and the Library's 10–15-year planning horizon is too long to project meaningful escalation.

PROJECT SERVICES

Based on discussion, HED has outlined the following services to address needs of the study:

- Assemble and review available project information, including the new SDDL Strategic Plan document, project record drawings, and current zoning ordinance data from the City of Douglas.
- Create planning diagrams showing potential building additions, including their location, size, and relationship to existing interior spaces. Indicate any interior changes that might support future expansions and suggest future site/landscaping changes as appropriate to the building concepts.
- Review preliminary options with the Library Director (or other designated representative of SDDL). We have included [2] Zoom meetings plus email communications.
- Package promising options together with current-year cost and logistics input.
- Attend [1] Board meeting via Zoom to present study findings and answer questions.

*In-person meetings are not required to execute the scope of the study but are a possibility if desired; the cost of travel would be billed as an additional service as outlined below.

CLIENT RESPONSIBILITIES

HED was the designer and architect of record for the current facility; it is anticipated that drawings and data from our project file will be sufficient for the planning-level activities of this study (in conjunction with the new Strategic Plan document provided to HED by SDDL). HED will align options for expansion with the requirements of currently available ordinances from the City of Douglas. Timely review input on draft options from the Library Director (or other designated representative of SDDL) as outlined above is required to ensure successful completion of the study on the proposed timeline(s).

PROPOSED SCHEDULE + FEE

Our team estimates that the effort to complete the services outlined above to take between 5-6 weeks. HED's fee for providing the above outlined services will hourly-not-to-exceed amount of **Nineteen thousand two hundred dollars (\$19,200.00)**.

*If travel for in-person meetings is desired by the board, HED proposes an additional fee of \$2,000 per trip for time and travel costs to attend in person meetings/engagements.

HOURLY RATES

HED's fee for providing the above outlined services for your project will be on a flat rate hourly basis per the following rate schedule plus reimbursable expenses as outlined above.

Discipline	Rate per Hour
Design Principal-in-Charge	\$ 280.00
Senior Designer	\$ 200.00
Project Manager	\$ 160.00
Project Architect	\$ 180.00
Design Support	\$ 160.00
Engineering Support	\$ 200.00

Rates are subject to change annually and are effective through December 31, 2024.

ASSUMPTIONS

- We understand that an input process was completed for the Strategic Plan effort and additional direct community engagement is not required for this study.
- We understand that the scope will include 2D planning diagrams. Detailed design and renderings have not been requested for this study's scope.
- The team will rely on survey information collected for the original construction project.
- Investigating high level for stormwater approach.

EXCLUSIONS

- Renderings.
- Community Engagement exercises and meetings.
- Topographical survey is not included in this proposal.
- Soil borings or any geotechnical studies.
- Environmental studies, investigations, or quantification.
- Environmental services such as permitting associated with wetlands or floodplain.
- Detailed Stormwater analysis.
- Zoning reclassification or special land use permitting.
- Building occupancy re-use classification.
- Traffic Study.
- Preparation of legal descriptions and drawings for parcel splits, new utility and access easements, or for vacation of existing easements or rights-of-way.
- Design and layout of utilities (gas, phone, electric, cable).

EXHIBIT C | Terms & Conditions

The following Terms and Conditions are hereby incorporated by reference in the letter, proposal, or agreement (collectively, the "Agreement") to which they are attached. As used herein, the term "Client" refers to Owner/Client, and the term "Consultant" refers to HED. The basic services and compensation of the Consultant are set forth in the Agreement.

1. **BILLING/PAYMENTS** | Invoices for our services are submitted every month for the portion of services completed. Invoices shall be payable within 30 days of the invoice date. A service charge of 1.5% (or the legal rate) per month will be applied to the unpaid balance after 30 days. Retainers shall be credited on the final invoice. The Client agrees to pay all costs of collection, including reasonable attorneys' fees.
2. **ADDITIONAL SERVICES** | The Client shall pay the Consultant at hourly rates set forth in the Agreement or attached hereto for services performed at the Client's request which are outside of the scope of basic services described in the Agreement, including without limitation services in connection with changes made at the Client's request which are inconsistent with prior approvals by the Client. Additional Services shall be provided for the project if authorized or confirmed in writing by the Client. [Such Additional Services shall include environmental studies, measured drawings of existing conditions, detailed construction cost estimates, quantity surveys, interior design, inventories of materials or equipment, preparation of record drawings, and any other services not otherwise included in this agreement under basic services or not furnished in accordance with generally accepted A/E practice.
3. **STANDARD OF CARE** | The standard of care for all professional services performed or furnished by the Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. The Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with the Consultant's services.
4. **REIMBURSABLE EXPENSES** | The Client shall reimburse the Consultant at a multiple of 1.15 times its actual cost for (i) printing and duplication; (ii) delivery charges and long-distance telephone calls; (iii) travel in connection with the project; (iv) the fees of subconsultants engaged by the Consultant at the Client's request other than those included in the Agreement as a basic service; and (v) presentation models, renderings, and computer simulations. Faxes and in-house copies and plots shall be billed at Consultant's customary per page rate.
5. **CLIENT'S RESPONSIBILITIES** | The Client shall furnish in a timely manner such legal, accounting, and insurance counseling services as may be required for the project and such information relating to existing conditions at the project site (including survey and geotechnical engineering) as Consultant may reasonably request. The Consultant shall be entitled to rely upon the completeness and accuracy of all services and information provided by Client and Client's consultants. If the Client becomes aware of any fault or default in the project, the Client shall issue prompt written notice to Consultant.
6. **DOCUMENTS** | Drawings, specifications, and other documents produced by the Consultant are instruments of service, and the originals thereof and all intellectual property rights therein, including the copyright, shall remain the property of the Consultant. The Consultant shall furnish copies of such documents to the Client as a reimbursable expense, which the Client may use for completion of the Project (or for future renovations and additions) with the involvement of the Consultant as provided in the Agreement, subject to compliance by the Client with its payment obligations as provided in the Agreement and these Terms and Conditions. The Client may not otherwise copy or use such documents, or permit such copying or use by others, except with the Consultant's written permission.
7. **UNAUTHORIZED CHANGES AND USE** | In the event the Client, or anyone for whom the Client is legally liable, makes or permits to be made any changes to any reports, plans, specifications or other documents prepared by the Consultant, or uses such documents without Consultant's involvement, and does not obtain the Consultant's prior written consent, the Client shall assume full responsibility for the results of such authorized changes or use. Therefore, the Client agrees to waive any claim against the Consultant, and, to the fullest extent permitted by law, to indemnify, release, and hold harmless the Consultant from any damages, liabilities, or costs, including reasonable attorneys' fees and costs of defense, arising directly or indirectly from such unauthorized changes or use.
8. **ESTIMATES** | As you are aware, neither the Architect/Engineer nor the Client has control over the cost of labor, materials, or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. As such, the Consultant cannot and does not warrant or represent that bids or negotiated prices will not vary from any estimate of construction cost or evaluation prepared or agreed to by HED.
9. **INSURANCE** | HED carries both general business and architect's and engineer's professional liability insurance coverage for the protection of both our firm and our clients. Details of our insurance coverage will be provided upon request.
10. **ACCESS TO SITE** | Unless otherwise stated, the Consultant will have access to the site for activities necessary for the performance of the services. The Consultant will take reasonable precautions to minimize damage due to these activities, but it shall not be responsible for the cost of restoration of any resulting damage.
11. **HIDDEN CONDITIONS** | A condition is hidden if concealed by existing finishes or is not capable of investigation by reasonable visual observation. If the Consultant has reason to believe that such a condition may exist, the Consultant shall issue written notice and request that the Client authorize and pay for all costs associated with the investigation of such a condition. If (1) the Client fails to authorize such an investigation after due notification, or (2) the Consultant has no reason to believe that such a condition exists, the Consultant shall not be responsible for the existing condition or any resulting damages to persons or property.
12. **HAZARDOUS MATERIALS** | HED does not have the specialized training or expertise in the specification, treatment and/or handling of new and/or existing asbestos-containing, asbestos-contaminated, or other toxic and hazardous materials, above or below surface, and our professional liability insurance policy does not include coverage of these services. Therefore, HED cannot provide these services. It is our understanding that the Client will retain, if necessary, a qualified industrial hygienist and/or contractor to provide these services.
13. **CONSTRUCTION OBSERVATION** | If so provided in the Agreement, the Consultant shall visit the site at intervals appropriate to the stage of construction in order to become generally familiar with the progress and quality of the Work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow the Consultant to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. Based on this general observation, the Consultant shall keep the Client informed about the progress of the Work and shall endeavor to guard the Client against deficiencies in the Work. The Consultant shall not supervise, direct, or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents. The Consultant shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity

performing any portions of the Work, or any agents or employees of any of them. The Consultant does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules, or regulations.

14. **JOBSITE SAFETY** | Neither the professional activities of the Consultant, nor the presence of the Consultant or its employees and subconsultants at a construction/project site, shall relieve the Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Consultant and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the Contractor shall be solely responsible for jobsite safety and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client also agrees that the Client, the Consultant and the Consultant's subconsultants shall be indemnified by the Contractor and shall be made additional insureds under the Contractor's policies of general liability insurance.
15. **SHOP DRAWING REVIEW** | The Consultant shall review and approve or take other appropriate action on the Contractor submittals, such as shop drawings, product data, samples and other data, which the Contractor is required to submit, but only for the limited purpose of checking for conformance with the design concept and the information shown in the Construction Documents. This review shall not include review for accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. The Consultant's review shall be conducted with reasonable promptness while allowing sufficient time in the Consultant's judgment to permit adequate review. Review of a specific item shall not indicate that the Consultant has reviewed the entire assembly of which the item is a component. The Consultant shall not be responsible for any deviations from the Construction Documents not brought to the attention of the Consultant in writing by the Contractor. The Consultant shall not be required to review partial submissions or those submissions for which correlated items have not been received. Shop drawings and other submittals related to the Work that are designed or certified by a design professional retained by the Contractor shall bear such professional's written approval, and the Consultant shall be entitled to rely upon the adequacy, accuracy, and completeness of such services, certifications, or approvals.
16. **PHOTOGRAPHS AND WRITTEN PUBLICITY MATERIALS** | The Consultant reserves the right to take and produce professional photographs of the job site upon completion of the work for the purpose of its marketing efforts through the media and Consultant promotional materials including but not limited to the company website, brochure and qualification package. Additionally, the Consultant reserves the right to produce written descriptions of the scope of work and the Consultant's staff efforts pertaining to the work proposed both during and upon completion of the project in the form of press releases and additional Consultant promotional materials including but not limited to the company website, brochure and qualification package.
17. **COMPLETION OF SERVICES** | HED's responsibility to provide the proposed services will terminate at the earlier of the issuance to the Client of the final Certificate for Payment or sixty (60) days after date of substantial completion of the project work.
18. **SUSPENSION OF SERVICES** | If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Consultant may suspend performance of services upon seven (7) calendar days' written notice to the Client. The Consultant shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, the Consultant shall resume services under this Agreement. The Consultant's time schedule and compensation shall be equitably adjusted if its services are suspended, delayed, extended, or otherwise materially changed due to causes outside of its control.
19. **TERMINATION OF SERVICES** | This agreement may be terminated upon 10 days written notice by either party should the other fail to perform their obligations hereunder. In the event of termination, the Client shall pay the Consultant for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.
20. **RISK ALLOCATION** | In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant to the Client for any and all claims, losses, costs, and damages of any nature, including attorneys' fees and costs and expert-witness fees and costs, caused by or related to Consultant's negligence or breach of the Agreement and not subject to the waiver under this Agreement, so that the total aggregate liability of the Consultant to the Client shall not exceed the Consultant's total fee for services rendered on this Project or the aggregate amount of all indemnity payments made under any applicable insurance policy, whichever is less. It is intended that this limitation apply to any and all liability or cause of action, however alleged or arising, unless otherwise prohibited by law. If, due to the Consultant's negligence or breach, a required item or component of the Project is omitted from the Consultant's construction documents, the Consultant shall not be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project beyond the item or component that would have been required and included in the original construction documents.
21. **CONSEQUENTIAL DAMAGES** | Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any, incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including but not limited to negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.
22. **INDEMNIFICATION** | In addition, and notwithstanding any other provisions of this Agreement, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs including reasonable attorneys' fees and defense costs, rising out of or in any way connected with this Project or the performance by Client or any of its employees and subconsultants under this Agreement, excepting only those damages, liabilities or costs attributable to the negligent acts or negligent failure to act by the Consultant or its breach of the Agreement.
23. **DISPUTE RESOLUTION** | Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or the breach thereof shall be subject to and decided by informal negotiations between authorized representatives of the parties, followed by mediation if the informal negotiations are not successful. Mediation shall be conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association in effect at the time the request for mediation is made by either party. In the event that the parties are not successful in resolving the dispute by mediation, then such disputes shall be subject to and decided by arbitration conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association in effect at the time the demand for arbitration is made by either party. The place of the arbitration hearings shall be at the offices of the American Arbitration Association in *Michigan* unless otherwise mutually agreed by the parties. The award rendered by the arbitrator(s) shall be final and binding and enforceable in any court of competent jurisdiction.
24. **ENERGY DATA** | The Client shall make energy usage, cost, BMS and similar data for the first year of occupancy available to the Consultant for internal verification of design parameters.
25. **MISCELLANEOUS PROVISIONS** | The Agreement, including these Terms and Conditions, represents the complete and integrated agreement between the parties; supersedes all prior agreements between the parties relating to the project; may be amended only in writing; is binding upon the parties, their successors, assigns, and legal representatives; and shall be interpreted and governed in accordance with the laws of the Michigan.