

December 18, 2023 Agenda

Cedar Springs Public Library

Mission Statement

The mission of the Cedar Springs Public Library is to provide quality materials and services to educate, inform, teach, and partner with our diverse community in an atmosphere that is welcoming and promotes lifelong learning.

- I. Call to Order 7:00pm
- Roll Call: Verification of a Quorum
- II. Pledge
- III. Approval of Agenda
- IV. Consent Agenda
 - a. Minutes of 27Nov23 Meeting
 - b. November Financial Report from City
- V. Directors Report-L. Parks
- VI. Chairperson's Report-Smith
- VII. Committee Reports
 - a. Personnel Committee-New Director
 - b. Policy Committee
 - c. By-laws Committee
 - d. IT (Technology) Committee-2019 Request (update)
 - e. Finance Committee-New Director
 - f. Strategic Plan Committee
- VIII. Unfinished Business
 - a. New Director-LLCOOP Assistance
 - b. Budget-State Requirements, City / Solon \$\$ update-1st Review
 - c. Committees-approve Posting format
 - d. Generator-1st review
 - e. Lease w / City-1st Review
 - f. January Meet / Greet-Prior to Jan meeting
- IX. New Business
 - a. Recording / Posting Meetings
 - b. Meeting Schedule for 2024
 - c. Board Education
 - d. Strategic Plan
 - e. By-laws Update to bring in line with new contract
 - f. Discussion on Contracting with the City for Services to employees of the library
 - g. Discussion on Contracting with the City for building / grounds services

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h. Discussion on establishing the Library's own Tax Exempt Status and Insurance

X. Agenda Items for January Meeting

a. 2nd Review / tabled items

b. Audit Requirements

XI. Informational Items

XII. Public Comment

Any citizen who wishes to address the Library Board on a topic shall be recognized by the Chair and limit their comments to two minutes unless the chairperson deems otherwise. The Board will not respond to, or discuss, public comments unless the Chair approves.

XIII. Board Comments

XIV. Motion to Adjourn

Memo: Reports/Comments to the Agenda

<u>Agenda Item</u>	<u>Description</u>
IV a.	Memo Re: Draft Minutes
IV a.	Draft Minutes of November 27, 2023
IV b.	Financial Report for November from City
VII d.	2019 IT (Technology) Committee memo requesting funding for various tech improvements
VIII a.	(1) Letter by Carol Dawe, Director- Lakeland Cooperative; (2) Director Job description and Advertisement revision for Board Packet by Personnel/Compensation Committee; (3) L of M review of Dir position 2023-12-11
VIII b.	Pg. 38 of Public Library Financial Management Guide, Sect. 4, Budget Requirements
VIII c.	Board Committees as assigned by Chair-November 27, 2023
VIII e.	Lease dated January 25, 2021 between CSPL and City of Cedar Springs for parcel 41-02-25-427-025
IX b.	Meeting Schedule for 2024
X b.	Pg. 46 of Public Library Financial Management Guide, Sect. 2, Audit Requirements

Reports/Comments to the Agenda
to provide background and recommendations regarding Agenda items.

TO: CSPL Board
FROM: Ron Howell, Secretary
SUBJECT: Reports/Comments to Agenda

I am use to having a short comment that describes why the item is on the agenda and what is being requested of the Board (if anything). Since we do not have a Director, I thought I would try this to help move the meeting along.

VI. Directors Report-L. Parks

Acting Director report:

1. Our Holiday Celebration went very well. We had around 400 in attendance. Everyone could visit with Santa, story time with Ms. Melissa, letters to Santa, ugly sweater I-spy, coloring sheets, holiday crafts, hot chocolate, and cookies.
2. Still working on the Annual Report.
3. New emails are finally up and running. We had a few issues at the start.
4. We will begin planning our SRP come January.

Laura Parks

VII. Committee Reports

a. Personnel Committee-New Director

Chair report: Reviewed 2021 Library director position and made changes to update to current employment climate. Carol Dawe, Lakeland Cooperative Director, was present to facilitate dialogue on appropriate language for director posting.

e. Finance Committee-New Director

Chair report: Committee met December 4th. Recommend a 6% to 12% increase in director compensation (based on \$45k) for posting for a new director. Information to the policy committee that eliminating fines for late books and materials is feasible financially. Seeking information from the township regarding estimated revenue with the increase from .4 to .6 mil. Township will be meeting on Wednesday, so there may be an update before the 11th. Future work: looking at fund balance and projections in next two years with increase in funding.

IX. Unfinished Business

a. New Director-LLCOOP Assistance

Secretary Comment: Carol Dawe is present and recommends defining a timeline for the interview/hiring process including written and oral questions and bring that back for Board approval. The revised Advertisement by the Personnel/Compensation Committee is in your packet. She also recommended a salary to attract some good candidates. Board has already approved Dawe to proceed.

Attachments: (1) Letter from Carol Dawe, LLCOOP (2) Director Job description and advertisement revision for Board Packet by Personnel/ Compensation Committee (3) L of M review of Dir position 2023-12-11

b. Budget-State Requirements, City / Solon \$\$ update-1st Review

Secretary Comment: A page from the Public Library Financial Management Guide is in the packet and myself, Treasurer and on behalf of the Finance Committee **recommends a Motion** to follow the Budget requirements and timeline of the Guide. If passed, this Budget Guide should be included in Section 5.1.1 of the Trustee Handbook. If the Guide is adopted, I recommend the Finance Committee review the previous budget adoption process to see if the current Budget needs to be redone.

Meeting w/ City staff-They agreed account #402 can be increased from \$119,000 to \$132,000 for this budget year. City agrees with my calculations that the new contract with Solon using a .6 mill formula on \$244,478,535 in taxable value would generate a payment of \$146,687 that is paid in March. Thus, account #452 Library Revenue-Solon Twp would increase from \$89,400 to \$146,687 or \$57,287 gain. Total increase for 2023-24 Budget would be \$70,687

In the future, we could have a Letter of Understanding with the City and Township to agree upon procedure and data we can rely on for future Budgets.

c. Generator

Secretary Report: I met with the City Manager who told me the City offered the Library their old City Hall generator to be back up for the Library building but the cost of rewiring and connection were too much at the time. **Recommend** a quote be obtained through the Community Building Development Team (CBDT) for a generator so we know the current cost for possible project.

d. Lease w/ City -1st Review

Secretary Report: Please read sections 6 (a) and (b). Next look at the picture on the last page of the lease of the yellow lined area including the library building, park to the west up to the White Pine Trail and north across cedar creek to W. Pine Street. *"The Tenant (CSPL) will be entirely responsible for the cost of maintenance, insurance, utilities, and all other expenses associated with the premises, and the landlord (City) will incur no costs related to same."* The CBDT has built this amazing new library and I recommend we ask them to do a walk through with staff to list what we need to do to keep this library in the best shape we can.

DATE: 11Dec23
TO: CSPL Board
FROM: Ron Howell, Secretary
SUBJECT: Posting Draft Minutes to CSPL Web Site

A comment was made that CSPL was in violation of the Open Meetings Act (OMA) because the draft minutes had not been published to our web site.

I did not post to the web site (right away) as the By Laws only state:

*Item 4 Secretary" (c) To present a draft of the minutes to the Library Board for Board approval and / or corrections. [Done] (d) To provide an **approved** copy of the minutes to the library Director for safekeeping and causing said minutes to be open and available for the public inspection as required by law."*

If the Board agrees draft minutes should be posted to the CSPL web site then I request we merely amend the By Laws to include that.

I personally believe that only the *approved* minutes (along with all attachments for transparency) be posted on the web site. Of course, I will carry out whatever decision the Board makes.

I reached out to those sources I was aware of to make sure CSPL was not in violation of OMA.

Email response.

Draft minutes must be available for public inspection 8 business days after the meeting. However, there is no requirement that minutes be posted on the website. Therefore, there is no OMA violation for failing to put minutes on the website. Thanks!

Anne M. Seurnyck

Attorney

Foster Swift Collins & Smith PC

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Email response.

Hello Ron:

I hope you are well and thank you for serving your community by ensuring library services!

The Open meetings Act, 1976 PA 267, MCL 15. 261 et seq., <http://legislature.mi.gov/doc.aspx?mcl-Act-267-of-1976> section 9(2),(3) (MCL 15.269(2),(3)) <http://legislature.mi.gov/doc.aspx?mcl-15-269> states:

“(2) Minutes are public records open to public inspection, and a public body shall make the minutes available at the address designated on posted public notices pursuant to section 4. The public body shall make copies of the minutes available to the public at the reasonable estimated cost for printing and copying.” (section 4 = MCL 15.264 <http://legislature.mi.gov/doc.aspx?mcl-15-264>)

“(3) A public body shall make proposed minutes available for public inspection within 8 business days after the meeting to which the minutes refer. The public body shall make approved minutes available for public inspection within 5 business days after the meeting at which the minutes are approved by the public body.”

This question is one of the “Letter of the Law” vs the “Spirit of the Law.”

The intent of the OMA is to foster transparency and participation for citizens in the workings of their government. However, the current text was drafted in 1976 – before online access. If the library has a website where it posts information pertaining to the board, including notices of meetings in accordance with section 2 of the OMA, posting minutes to the website is not only logical, it demonstrates the library’s intent to be transparent. Keeping minutes behind a desk in the library when the majority of the community receives their public information digitally is, in current times, arguably not “making minutes publicly available.” This is why you will see most municipalities post municipal meeting minutes online – including draft minutes. Another reason to post online is then the library can avoid having to make copies for FOIA or OMA purposes.

Can you leave the draft minutes for inspection only physically in the library and comply with the law? Yes.

Should you leave the minutes only available physically in the library when most citizens today obtain information digitally, if there exists an option to post them online for the public to view? Most attorneys would recommend posting them online

A government entity can never be too transparent. Posting public documents on the website inspires trust in the government entity – which a library wants with the community that funds its operations. The draft minutes are public records and open to the public anyway- posting them online to make them easily accessible tells your community that the board is committed to transparency.

Ultimately it is a decision for the board as to whether you post the minutes online or keep them only physically in the library. Whatever is decided, the minutes must be retained indefinitely for FOIA purposes, and it should be very clear to the community where minutes can be found.

In sum, you did not violate the OMA by leaving the draft minutes physically at the library as long as they are available to the public. My recommendation is just that – a recommendation.

Here is a link to the Attorney General’s OMA handbook, which may also be useful. <https://www.michigan.gov/ag/-/media/Project/Websites/AG/open-meetings/OMA-Handbook-October-2022.pdf?rev=1a0f1dea36c491b8e4728ba2f3e1bf3&hash=0E23BA7A7A990B5998CEF986EF1CB5DB>

I hope this is helpful!

Sincerely,
Clare

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**CEDAR SPRINGS PUBLIC LIBRARY
REGULAR BOARD MEETING**

**MONDAY
NOVEMBER 27, 2023**

7:00 PM MEETING

**CEDAR SPRINGS PUBLIC LIBRARY
107 N Main Street, Cedar Springs, MI 49319**

**Cedar Springs Public Library
Mission Statement**

The mission of the Cedar Springs Public Library is to provide quality materials and services to educate, inform, teach, and partner with our diverse community in an atmosphere that is welcoming and promotes lifelong learning.

I. CALL TO ORDER

Meeting called to order by Smith

Present: Tim Smith, Heidi Armock, Mark Dykstra, Tony Owen, Michelle Gritter, John Lehmoine, Ron Howell

Absent: None

Quorum present

II. PLEDGE OF ALLEGIANCE

Smith led the pledge

III. PUBLIC FORUM

Any citizen who wishes to address the Library Board on a topic shall be recognized by the Chair and limit their comments to two minutes unless the chairperson deems otherwise. The Board will not respond to, or discuss, public comments unless the Chair approves. (Comments are not verbatim)

1 oral comment no written comments

IV. APPROVAL OF THE AGENDA

MOTION: "Approve the agenda" made by Dykstra, second by Lehmoine,

During discussion:

Motion: " Approve including under new business as Item A made by Howell , second by Lehmoine

Motion carried by voice vote Ayes 7, Nays 0.

Motion: " Approve moving the item VII Election of officers to inserted after Item IV approval of agenda made by Smith, second by Howell, second by Lehmoine

Motion carried by voice vote Ayes 7, Nays 0.

Dykstra, second by Lehmoine approved the changes in their motion to approve agenda

Motion carried by voice vote Ayes 7, Nays 0

VII ELECTION OF OFFICERS

A. Welcome of all new board members

Smith welcomed new board members and turned the election over to Owen

B. Secretary runs election of Chair

Owen opened the elections and requested nominations for the position of Board Chair:

Lehmoine nominated Smith for chair , second by Dykstra

Smith accepted nomination

No other nominations were presented

Owen closed the nominations for chair

Owen called for a vote for chair Ayes 7, Nays 0.

Owen announced a unanimous vote and congratulated Smith

Owen turned elections over to Smith for other officer positions

C. Chair runs elections of Vice Chair, Treasurer, Secretary

Smith opened the nominations for the position of Board Vice Chair

Armock nominated Lehmoine for position of Vice Chair, second by Smith

Lehmoine accepted the nomination

No other nominations were presented

Smith closed the nominations

Smith called for a vote for the position of Vice Chair Ayes 7, Nays 0.

Smith opened the nominations for the position of Board Treasurer

Owen nominated Armock for the position of Treasurer, second by Lehmoine

Armock accepted the nomination

No other nominations were presented

Smith closed the nominations

Smith called for the vote for the position of Treasurer Ayes 7, Nays 0.

Smith opened the nominations for the position of Board Secretary

Lehmoine nominated Owen for the position of Board Secretary, second by Howell

Owen accepted the nomination

Armock nominated Howell for the position of Board Secretary, second by Dykstra

Howell accepted the nomination

Smith called for the vote of Owen for position of Board Secretary Ayes 3, Nays 4

Smith called for the vote of Howell for the position of Board Secretary Ayes 4, nays 3

Smith announced Howell as the new Board Secretary

D. Chair assigns committee members

Personnel and Compensation-Dykstra, Howell Gritter

Finance-Armock, Smith, Lehmoine

By-Laws-Lehmoine, Dykstra, Gritter

Policy-Lehmoine, L. Parks, Armock

Technology-Owen, N. Heinlier, Armock

Strategic Plan-tbd

Note: the following minutes submitted by new Secretary Howell

V. CONSENT AGENDA

A. Approval and affirming of October 23, 2023, meeting minutes

B. Approval of October 2023 Financial report prepared/submitted by City
Motion by Lehmoine 2nd by Owen to approve October 2023 Minutes and Financial Report.
Voice Vote Ayes-7 Nays-0 Motion Passes

VI DIRECTOR'S REPORT

Holiday celebration success, winter programs done, ¾ done on Statistics report, new email accounts done shifting this week

VII ELECTION OF OFFICERS (entire agenda item moved to a position after item IV approval of agenda but before item V Approval of Consent Agenda)

VIII. UNFINISHED BUSINESS

A. Review of Attorney memo

Howell questioned the current staggered terms set by City and Township contract conflict with CSPL by-laws which grant 3-year terms for Township Directors and 5-year terms for City Directors. Owen explained since the Board starting over again there are staggered terms for all new Directors but as terms expire next appointment will be per bylaws: 3 years for township appointees and 5 years for city appointees which continues the original staggered terms turnover. Question regarding when this opinion was approved. Owen said contract with attorney covers any and all questions about bylaws as approved by Board.

B. Approval of Posting Director Position with Library of Michigan

It was agreed the finance committee needs to review the budget for adequate funds for the position including possible increase in posted salary.

Motion by Owen to post the position at Library of Michigan because it will reach statewide with the understanding the position ad has not yet been finalized 2nd by Howell

Discussion- about where to post position LLCOP, CSPL Web Site and others when since Personnel and Finance were reviewing the ad Agreed we need to move ASAP

Voice vote Ayes 7 Nays 0 Motion passes

Motion by to Amend position ad with salary before posting 2nd

Discussion-Committees haven't met yet

Voice Vote Ayes-3 Nays-4 Motion Failed

Letter from CJ Dawe dated November 27, 2023 was distributed to board which included Director Search assistance.

Staff was complimented about stepping up and keeping the library running without a director for many months while City and Township negotiated a new contract.

Discussion -about duties and hours of new Director. Personnel committee will review and report back and any recommended changes.

C. Review of new domain and email for Library

no further discussion, covered under acting director report

IX. NEW BUSINESS

A. Discussion of Budget

Howell noted with new contract Solon and City revenue accounts can be updated and offered to contact City and Solon treasurers to verify what budget numbers should be.

Motion by Smith 2nd by Lehmoine to approve Howell to contact City & Solon Treasurers for updated revenue numbers for budget per new contract

Voice Vote yes-7 Nays-0 Motion passes

X. COMMITTEE REPORTS

- A. Personnel Committee – None
- B. Policy Committee – None
- C. Bylaw Committee – None
- D. Technology Committee – None
- E. Finance Committee –None

XI AGENDA ITEMS FOR MONDAY DECEMBER 18, 2023, MEETING

Howell requested (a) Transparency on CSPL home page (b) Audit and expressed concern the Agreed Upon Procedures (AUP) contract will not meet State Library Law requires which is full audit each year It was noted former Chair made an exhaustive search of firms and none would take the work including the City. auditor and some estimates were \$20k-\$25k (c) generator- Howell offered to investigate without incurring any expenses and report back (d) lease with City (e) New Director-approve ad, where posted and salary
Discussion-need to set up continuing education for Board members and review fee schedule

XII. BOARD COMMENT

Smith-looking forward to working with new board

Armock-

Lehmoine-thanked staff again

Owen-could have an open house meet and greet board prior to January meeting

Gritter-new to serving on a library board but will do her best

Howell-excited about future and will continue to research issues and report back

Dykstra-

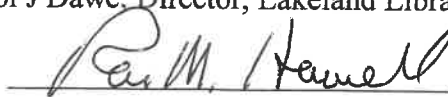
XIII ADJOURNMENT

There being no further business to come before the Board the Chair declared the meeting adjourned at 8:21pm

Meeting Attachments

- Page 39 Section 4 Budget requirements from 2021 Public Library Financial Management Guide
- November 27, 2023 Letter from Carol J Dawe, Director, Lakeland Library Cooperative

Respectfully submitted by Secretary Howell



05 Dec 23

Board Approved _____

Next regular meeting scheduled for Monday, December 18, 2023, 7:00 pm at the library.

REVENUE AND EXPENDITURE REPORT

PERIOD ENDING 11/30/2023

GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	YTD BALANCE 11/30/2023	ACTIVITY FOR MONTH 11/30/2023	AVAILABLE BALANCE	% BDGT USED
Fund 271 - Library Fund						
Revenues						
Dept 000						
271-000-400.110	Approp. from USF Funds	800.00	0.00	0.00	800.00	0.00
271-000-400.600	Approp. from Cleo Cowles	50.00	0.00	0.00	50.00	0.00
271-000-402.000	Tax Collections - Ad Valorem Roll	119,000.00	126,563.02	973.72	(7,563.02)	106.36
271-000-432.000	Tax Collections - DNR PLT	40.00	0.00	0.00	40.00	0.00
271-000-437.000	Tax Collections - IFT Roll	1,000.00	862.83	0.00	137.17	86.28
271-000-451.000	Library Rev-Penal Fines	15,000.00	0.00	0.00	15,000.00	0.00
271-000-452.000	Library Revenue-Solon Twnshp	89,400.00	0.00	0.00	89,400.00	0.00
271-000-453.000	USF FUNDS-ERATE	2,000.00	0.00	0.00	(1,170.74)	158.54
271-000-515.000	State Aid	7,000.00	3,170.74	0.00	1,831.26	73.84
271-000-625.000	BANK FEES -FINES & SERVICES	4,500.00	5,168.74	0.00	1,749.56	61.12
271-000-664.000	Interest Earned	300.00	2,750.44	746.56	(1,459.99)	586.66
271-000-667.000	Rental Income	6,000.00	1,759.99	440.93	3,700.00	38.33
271-000-674.000	Donations	4,500.00	128.58	500.00	4,371.42	2.86
271-000-674.200	Book Donations	0.00	426.55	170.00	(426.55)	100.00
271-000-674.400	Summer Reading Program Donations	0.00	230.00	0.00	(230.00)	100.00
271-000-674.700	Area Libraries Lost & Damaged Books	250.00	58.98	0.00	191.02	23.59
271-000-677.000	Miscellaneous	0.00	2,023.47	391.00	(2,023.47)	100.00
Total Dept 000		249,840.00	145,443.34	3,249.79	104,396.66	58.21
TOTAL REVENUES						
		249,840.00	145,443.34	3,249.79	104,396.66	58.21
Expenditures						
Dept 958 - Disbursements						
271-958-702.000	WAGES - FULL TIME EMPLOYEES	52,000.00	0.00	0.00	52,000.00	0.00
271-958-704.300	Part-Time Library Salary	93,500.00	39,941.60	12,638.89	53,558.40	42.72
271-958-705.000	CLEANING SERVICE AND SUPPLIES	2,000.00	334.46	138.24	1,665.54	16.72
271-958-708.000	Unemployment Empl Benefit Exp	60.00	16.94	2.77	43.06	28.23
271-958-709.000	Social Security Expense	11,130.00	3,302.22	966.90	7,827.78	29.67
271-958-717.000	Pension Expense	3,530.00	0.00	0.00	3,530.00	0.00
271-958-724.000	Telephone Expense	1,080.00	299.48	39.98	780.52	27.73
271-958-724.100	INTERNET	1,500.00	0.00	0.00	1,500.00	0.00
271-958-726.000	Office Supplies Expense	3,800.00	903.23	501.18	2,896.77	23.77
271-958-734.000	Overdrive Program Expense	3,000.00	0.00	0.00	3,000.00	0.00
271-958-735.000	AV Expense	2,000.00	569.00	291.91	1,431.00	28.45
271-958-736.000	Adult Book Expense	7,500.00	3,042.45	1,443.87	4,457.55	40.57
271-958-736.500	TEEN BOOKS	1,000.00	0.00	0.00	1,000.00	0.00
271-958-737.000	Childrens Book Expense	5,200.00	1,824.52	841.37	3,375.48	35.09
271-958-738.000	Books Purchased with Donations	0.00	149.33	0.00	(149.33)	100.00
271-958-738.100	1,000 BOOKS BEFORE KINDERGARDEN	1,000.00	0.00	0.00	1,000.00	0.00
271-958-739.000	Area Libraries Lost & Damaged Books	600.00	244.10	95.26	355.90	40.68
271-958-801.000	Professional Service Expense	4,500.00	457.00	0.00	4,043.00	10.16
271-958-801.600	PROFESSIONAL SERVICE - LAWN/SNOW	6,000.00	0.00	0.00	6,000.00	0.00
271-958-806.000	Collection Services	300.00	29.55	0.00	270.45	9.85
271-958-808.000	Lakeland Support Services	25,000.00	9,166.58	0.00	15,833.42	36.67
271-958-813.000	Garbage Disposal Service	400.00	157.06	74.31	242.94	39.27
271-958-851.000	Postage Expense	500.00	69.92	3.92	430.08	13.98
271-958-861.000	Transportation Expense	1,000.00	56.92	56.92	943.08	5.69
271-958-880.800	Summer Reading Program	5,000.00	1,546.33	25.00	3,453.67	30.93
271-958-905.000	COMPUTER EXPENSE	3,450.00	2,487.39	724.98	962.61	72.10
271-958-915.000	Membership & Dues Expense	700.00	0.00	0.00	700.00	0.00
271-958-917.000	Workmens Compensation Expense	150.00	0.00	0.00	150.00	0.00
271-958-918.000	Water Utility Expense	1,500.00	361.44	75.36	1,138.56	24.10

GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	YTD BALANCE 11/30/2023	ACTIVITY FOR MONTH 11/30/2023	AVAILABLE BALANCE	% BDGT USED
Fund 271 - Library Fund						
Expenditures						
271-958-924.100	Heat Expense	2,000.00	348.82	147.58	1,651.18	17.44
271-958-926.000	Electric Expense	5,700.00	2,187.65	986.08	3,512.35	38.38
271-958-930.000	Repair & Maintenance Serv Exp	5,000.00	830.00	650.00	4,170.00	16.60
271-958-930.300	Education/Training Expense	1,000.00	0.00	0.00	1,000.00	0.00
271-958-935.000	Insurance & Bonds Expense	3,500.00	2,221.00	0.00	1,279.00	63.46
271-958-955.000	Bank Fees	1,600.00	507.83	81.45	1,092.17	31.74
271-958-956.000	Miscellaneous Expense	1,000.00	352.89	169.92	647.11	35.29
271-958-956.400	Special Programs Expense	6,000.00	820.02	281.03	5,179.98	13.67
271-958-968.000	Public Relations	2,000.00	40.00	40.00	1,960.00	2.00
271-958-970.400	Capital - Technology	7,500.00	1,080.00	0.00	6,420.00	14.40
Total Dept 958 - Disbursements						
		272,700.00	73,347.73	20,276.92	199,352.27	26.90
TOTAL EXPENDITURES						
		272,700.00	73,347.73	20,276.92	199,352.27	26.90
Fund 271 - Library Fund:						
TOTAL REVENUES						
		249,840.00	145,443.34	3,249.79	104,396.66	58.21
TOTAL EXPENDITURES						
		272,700.00	73,347.73	20,276.92	199,352.27	26.90
NET OF REVENUES & EXPENDITURES						
		(22,860.00)	72,095.61	(17,027.13)	(94,955.61)	315.38

12/07/2023 04:08 PM
User: EMILY
DB: Cedar Springs

CHECK REGISTER FOR CITY OF CEDAR SPRINGS
CHECK DATE FROM 11/01/2023 - 11/30/2023

Page: 1/1

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank LibCk Library Main Checking Account					
11/01/2023	LibCk	16670	842	BAKER & TAYLOR, INC.	1,239.55
11/01/2023	LibCk	16671	35	CITY OF CEDAR SPRINGS	650.00
11/01/2023	LibCk	16672	1342	KONICA MINOLTA BUSINESS SOLUTIONS	286.44
11/01/2023	LibCk	16673	143	PETTY CASH	118.81
11/01/2023	LibCk	16674	728	SPECTRUM ENTERPRISE	124.98
11/09/2023	LibCk	16675	419	CONSUMERS ENERGY	986.08
11/15/2023	LibCk	16676	842	BAKER & TAYLOR, INC.	1,103.93
11/15/2023	LibCk	16677	2620	COOPERVILLE AREA DISTRICT LIBRARY	29.95
11/15/2023	LibCk	16678	122	DTE ENERGY	147.58
11/15/2023	LibCk	16679	728	SPECTRUM ENTERPRISE	39.98
11/15/2023	LibCk	16680	1541	ELAN FINANCIAL SERVICES	943.08
11/29/2023	LibCk	16681	MISC	ANGELA KLEIN	24.95
11/29/2023	LibCk	16682	1985	ARROWASTE	74.31
11/29/2023	LibCk	16683	2296	BUGLE	15.00
11/29/2023	LibCk	16684	35	CITY OF CEDAR SPRINGS	75.36
11/29/2023	LibCk	16685	2405	HEIMLER CONSULTING	600.00
11/29/2023	LibCk	16686	2358	MELISSA DUBRIDGE	56.92
11/29/2023	LibCk	16687	928	QUILL CORPORATION	69.99

LIBCK TOTALS:

Total of 18 Checks:	6,586.91
Less 0 Void Checks:	0.00
Total of 18 Disbursements:	6,586.91

Fund 271 Library Fund

GL Number	Description	Balance
*** Assets ***		
271-000-001.100	General Checking - Independent Bar	267,848.35
271-000-003.185	CD - CHOICE ONE	66,530.00
271-000-004.000	Petty Cash	289.14
271-000-035.000	Certificate of Deposit-Cowles	13,000.00
271-000-035.100	Certificate of Deposit-USF Funds	6,634.34
271-000-123.000	Prepaid	153.00
Total Assets		354,454.83
*** Liabilities ***		
271-000-201.000	Accounts Payable	282.09
271-000-209.000	State Unemployment Tax Payable	7.75
271-000-210.000	State Withholding Payable	431.97
Total Liabilities		721.81
*** Fund Balance ***		
271-000-373.000	Assigned - USF Funds	6,629.29
271-000-375.500	RESTRICTED - CAPITAL MAINTENANCE	5,000.00
271-000-375.600	RESTRICTED - MABIE OPERATIONS DONF	73,363.70
271-000-383.300	Non-spendable - Cleo Cowles	13,000.00
271-000-390.000	Restricted - Library Operations	161,401.84
Total Fund Balance		259,394.83
Beginning Fund Balance - 22-23		259,394.83
Net of Revenues VS Expenditures - 22-23		22,242.58
*22-23 End FB/23-24 Beg FB		281,637.41
Net of Revenues VS Expenditures - Current Year		72,095.61
Ending Fund Balance		353,733.02
Total Liabilities And Fund Balance		354,454.83

* Year Not Closed



230 W Main St
Ionia, MI 48846

Statement Ending 11/30/2023

CITY OF CEDAR SPRINGS

Page 1 of 4

Account Number: XXXXXXXX5854

CITY OF CEDAR SPRINGS
CEDAR SPRING PUBLIC LIBRARY
PO BOX 310
CEDAR SPRINGS MI 49319-0310

Managing Your Accounts



Cedar Springs



800.355.0641



IndependentBank.com

Open a FREE Health Savings Account (HSA) with a FREE debit card online in just a few clicks! Use this interest-bearing account to pay for current and future health care expenses. Plus, funds are permanent and portable, so they move with you if you ever change jobs. You can also invest a portion of your HSA dollars into mutual funds through a brokerage account for balances greater than \$2,500. Visit IndependentBank.com/FreeHSA to get started! Please consult your tax advisor for full details.

Summary of Accounts

Account Type	Account Number	Ending Balance
BusinessFlex TM	XXXXXXXX5854	\$268,197.86

BusinessFlex TM-XXXXXXXX5854

Account Summary

Date	Description	Amount
11/01/2023	Beginning Balance	\$278,137.58
	19 Credit(s) This Period	\$9,027.97
	20 Debit(s) This Period	\$18,967.69
11/30/2023	Ending Balance	\$268,197.86
	Service Charges	-\$40.00

Interest Summary

Description	Amount
Annual Percentage Yield Earned	1.97%
Interest Days	30
Interest Earned	\$440.93
Interest Paid This Period	\$440.93
Interest Paid Year-to-Date	\$2,934.16
Average Ledger Balance	\$275,169.23

Other Credits

Date	Description	Amount
11/01/2023	External Deposit MERCH SVC - BKCRD DEP 899000003427232	\$115.00 ✓
11/01/2023	Deposit	\$5,778.18 ✓
11/02/2023	External Deposit MERCH SVC - BKCRD DEP 899000003427232	\$50.00 ✓
11/03/2023	External Deposit MERCH SVC - BKCRD DEP 899000003427232	\$20.00 ✓
11/06/2023	External Deposit MERCH SVC - BKCRD DEP 899000003427232	\$51.89 ✓
11/07/2023	External Deposit MERCH SVC - BKCRD DEP 899000003427232	\$6.99 ✓
11/08/2023	External Deposit MERCH SVC - BKCRD DEP 899000003427232	\$73.80 ✓
11/09/2023	External Deposit MERCH SVC - BKCRD DEP 899000003427232	\$6.20 ✓
11/14/2023	Deposit	\$1,035.80 ✓
11/15/2023	External Deposit MERCH SVC - BKCRD DEP 899000003427232	\$40.75 ✓
11/16/2023	External Deposit MERCH SVC - BKCRD DEP 899000003427232	\$4.95 ✓
11/17/2023	External Deposit MERCH SVC - BKCRD DEP 899000003427232	\$39.84 ✓
11/20/2023	External Deposit MERCH SVC - BKCRD DEP 899000003427232	\$9.20 ✓
11/24/2023	External Deposit MERCH SVC - BKCRD DEP 899000003427232	\$47.38 ✓
11/27/2023	External Deposit MERCH SVC - BKCRD DEP 899000003427232	\$135.80 ✓
11/28/2023	Deposit	\$164.37 ✓
11/29/2023	Deposit	\$990.25 ✓
11/30/2023	External Deposit MERCH SVC - BKCRD DEP 899000003427232	\$16.64 ✓



BusinessFlex TM-XXXXXXXX5854 (continued)**Other Credits (continued)**

Date	Description	Amount
11/30/2023	Credit Interest	\$440.93✓

Other Debits

Date	Description	Amount
11/02/2023	External Withdrawal CITY OF CEDAR SP - LIBRARY PA	\$3,698.45✓
11/02/2023	External Withdrawal MERCH SVC - BKCRD FEES 899000003427232	\$41.45✓
11/03/2023	External Withdrawal CITY OF CEDAR SP - TaxPmt 1386034462	\$756.42✓
11/16/2023	External Withdrawal CITY OF CEDAR SP - LIBRARY PA	\$3,717.41✓
11/17/2023	External Withdrawal CITY OF CEDAR SP - TaxPmt 1386034462	\$767.89✓
11/20/2023	Analysis Service Charge Analysis Service Charges	\$40.00✓
11/30/2023	External Withdrawal CITY OF CEDAR SP - LIBRARY PA	\$3,498.14✓
11/30/2023	External Withdrawal CITY OF CEDAR SP - TaxPmt 1386034462	\$735.51✓

Checks Cleared

Check Nbr	Date	Amount	Check Nbr	Date	Amount
16658 ✓	11/07/2023	\$2.00	16674 ✓	11/08/2023	\$124.98
16663* ✓	11/07/2023	\$69.99	16675 ✓	11/15/2023	\$986.08
16670* ✓	11/06/2023	\$1,239.55	16676 ✓	11/21/2023	\$1,103.93
16671 ✓	11/08/2023	\$650.00	16678* ✓	11/21/2023	\$147.58
16672 ✓	11/07/2023	\$286.44	16679 ✓	11/22/2023	\$39.98
16673 ✓	11/07/2023	\$118.81	16680 ✓	11/27/2023	\$943.08

* Indicates skipped check number

Daily Balances

Date	Amount	Date	Amount	Date	Amount
11/01/2023	\$284,030.76	11/14/2023	\$278,287.35	11/24/2023	\$271,626.60
11/02/2023	\$280,340.86	11/15/2023	\$277,342.02	11/27/2023	\$270,819.32
11/03/2023	\$279,604.44	11/16/2023	\$273,629.56	11/28/2023	\$270,983.69
11/06/2023	\$278,416.78	11/17/2023	\$272,901.51	11/29/2023	\$271,973.94
11/07/2023	\$277,946.53	11/20/2023	\$272,870.71	11/30/2023	\$268,197.86
11/08/2023	\$277,245.35	11/21/2023	\$271,619.20		
11/09/2023	\$277,251.55	11/22/2023	\$271,579.22		

Interest Rate Changes

Interest Rate As Of Date	Interest Rate
11/01/2023	1.9500%

CITY OF CEDAR SPRINGS
PUBLIC LIBRARY FUND
66 S. MAIN STREET P.O. BOX 310
CEDAR SPRINGS, MI 49319
616/696-1330

INDEPENDENT BANK
616-300-3193 independentbank.com
74-265724

16658

11/07/23

AMOUNT
\$2.00

PAY
Two and 00/100 Dollars

TO THE ORDER OF
BACKLEY PUBLIC LIBRARY
316 W WEBSTER
MUSKOGEE MI 49340

Cami Rodwell
Rebecca Johnson

#16658 11/07/2023 \$2.00

CITY OF CEDAR SPRINGS
PUBLIC LIBRARY FUND
66 S. MAIN STREET P.O. BOX 310
CEDAR SPRINGS, MI 49319
616/696-1330

INDEPENDENT BANK
616-300-3193 independentbank.com
74-265724

16663

11/07/23

AMOUNT
\$69.99

PAY
Sixty-Nine and 99/100 Dollars

TO THE ORDER OF
SLAVANAY PRODUCTS
21905 ARDURA RD
SOUTH MI 48139

Cami Rodwell
Rebecca Johnson

#16663 11/07/2023 \$69.99

CITY OF CEDAR SPRINGS
PUBLIC LIBRARY FUND
66 S. MAIN STREET P.O. BOX 310
CEDAR SPRINGS, MI 49319
616/696-1330

INDEPENDENT BANK
616-300-3193 independentbank.com
74-265724

16670

11/06/23

AMOUNT
\$1,239.55

PAY
One Thousand Two Hundred Thirty-Nine and 55/100 Dollars

TO THE ORDER OF
BAKER & TAYLOR, INC.
P.O. BOX 277330
ATLANTA GA 30384-7930

Cami Rodwell
Rebecca Johnson

#16670 11/06/2023 \$1,239.55

CITY OF CEDAR SPRINGS
PUBLIC LIBRARY FUND
66 S. MAIN STREET P.O. BOX 310
CEDAR SPRINGS, MI 49319
616/696-1330

INDEPENDENT BANK
616-300-3193 independentbank.com
74-265724

16671

11/08/23

AMOUNT
\$650.00

PAY
Six Hundred Fifty and 00/100 Dollars

TO THE ORDER OF
CITY OF CEDAR SPRINGS
PO BOX 310
CEDAR SPRINGS MI 49319

Cami Rodwell
Rebecca Johnson

#16671 11/08/2023 \$650.00

CITY OF CEDAR SPRINGS
PUBLIC LIBRARY FUND
66 S. MAIN STREET P.O. BOX 310
CEDAR SPRINGS, MI 49319
616/696-1330

INDEPENDENT BANK
616-300-3193 independentbank.com
74-265724

16672

11/07/23

AMOUNT
\$286.44

PAY
Two Hundred Eighty-Six and 44/100 Dollars

TO THE ORDER OF
NORTH MINNOLSA BUSINESS SOLUTIONS
DEPT CH 18188
PALM BEACH FL 33408-1888

Cami Rodwell
Rebecca Johnson

#16672 11/07/2023 \$286.44

CITY OF CEDAR SPRINGS
PUBLIC LIBRARY FUND
66 S. MAIN STREET P.O. BOX 310
CEDAR SPRINGS, MI 49319
616/696-1330

INDEPENDENT BANK
616-300-3193 independentbank.com
74-265724

16673

11/07/23

AMOUNT
\$118.81

PAY
One Hundred Eighteen and 81/100 Dollars

TO THE ORDER OF
PETTY CASH
66 S MAIN
PO BOX 310
CEDAR SPRINGS MI 49319

Cami Rodwell
Rebecca Johnson

#16673 11/07/2023 \$118.81

CITY OF CEDAR SPRINGS
PUBLIC LIBRARY FUND
66 S. MAIN STREET P.O. BOX 310
CEDAR SPRINGS, MI 49319
616/696-1330

INDEPENDENT BANK
616-300-3193 independentbank.com
74-265724

16674

11/08/23

AMOUNT
\$124.98

PAY
One Hundred Twenty-Four and 98/100 Dollars

TO THE ORDER OF
SPECTRUM ENTERPRISE
BOX 723085
PITTSBURGH PA 15251-2085

Cami Rodwell
Rebecca Johnson

#16674 11/08/2023 \$124.98

CITY OF CEDAR SPRINGS
PUBLIC LIBRARY FUND
66 S. MAIN STREET P.O. BOX 310
CEDAR SPRINGS, MI 49319
616/696-1330

INDEPENDENT BANK
616-300-3193 independentbank.com
74-265724

16675

11/09/23

AMOUNT
\$986.08

PAY
Nine Hundred Eighty-Six and 8/100 Dollars

TO THE ORDER OF
COMMUNIS ENERGY
PO BOX 740309
CINCINNATI OH 45274-0309

Cami Rodwell
Emily Landon

#16675 11/15/2023 \$986.08

CITY OF CEDAR SPRINGS
PUBLIC LIBRARY FUND
66 S. MAIN STREET P.O. BOX 310
CEDAR SPRINGS, MI 49319
616/696-1330

INDEPENDENT BANK
616-300-3193 independentbank.com
74-265724

16676

11/21/23

AMOUNT
\$1,103.93

PAY
One Thousand One Hundred Three and 93/100 Dollars

TO THE ORDER OF
BAKER & TAYLOR, INC.
P.O. BOX 277330
ATLANTA GA 30384-7930

Cami Rodwell
Emily Landon

#16676 11/21/2023 \$1,103.93

CITY OF CEDAR SPRINGS
PUBLIC LIBRARY FUND
66 S. MAIN STREET P.O. BOX 310
CEDAR SPRINGS, MI 49319
616/696-1330

INDEPENDENT BANK
616-300-3193 independentbank.com
74-265724

16678

11/21/23

AMOUNT
\$147.58

PAY
One Hundred Forty-Seven and 58/100 Dollars

TO THE ORDER OF
DYE ENERGY
P.O. BOX 740309
CINCINNATI OH 45274-0309

Cami Rodwell
Emily Landon

#16678 11/21/2023 \$147.58

CITY OF CEDAR SPRINGS
PUBLIC LIBRARY FUND
66 S. MAIN STREET P.O. BOX 310
CEDAR SPRINGS, MI 49319
616/696-1330

INDEPENDENT BANK
616-300-3193 independentbank.com
74-265724

16679

11/22/23

AMOUNT
\$39.98

PAY
Thirty-Nine and 98/100 Dollars

TO THE ORDER OF
SPECTRUM ENTERPRISE
BOX 723085
PITTSBURGH PA 15251-2085

Cami Rodwell
Emily Landon

#16679 11/22/2023 \$39.98

CITY OF CEDAR SPRINGS
PUBLIC LIBRARY FUND
66 S. MAIN STREET P.O. BOX 310
CEDAR SPRINGS, MI 49319
616/696-1330

INDEPENDENT BANK
616-300-3193 independentbank.com
74-265724

16680

11/27/23

AMOUNT
\$943.08

PAY
Nine Hundred Forty-Three and 8/100 Dollars

TO THE ORDER OF
ELAN FINANCIAL SERVICES
P.O. BOX 780408
ST. LOUIS MO 63178-0408

Cami Rodwell
Emily Landon

#16680 11/27/2023 \$943.08

To: Finance Committee

From: Technology Committee

Subject: Items for future Budget

Becky,

The tech committee met and went over some needs for improvements if the tech of the Library. We are recommending the following items be placed in the budget for purchasing. Our current computers have been upgraded with new hard drives and memory which should last a couple more years. These items will be above and beyond our normal capital budget line item.

- 1) Review and renewal of service contract for Nick (Erate funding year 2022/23 through 23/24 to be done the fall of 2021.)
- 2) Firewall update project plus time approximately \$2000.00 dollars (May of 2022)
- 3) For budget year 2022/2023 the following items:
 - a. Upgrade server and network \$2500.00 dollars
 - b. Wireless network upgrade approximately \$2000.00 dollars (Did two units with grant - remaining two units for Erate 2022/2023? Cost= Roughly \$1000 - You do get back 70-80% I believe of this.)
 - c. Network switches and upgrade approximately \$2300.00 dollars (Again another Erate project for 2022/23 or 23/24 funding year).
- 4) Buying a laptop for the Library/Board use \$700.00 dollars

Thanks

Tony



LAKELAND LIBRARY COOPERATIVE

LEADING • LEARNING • LENDING

November 27, 2023

Dear Members of the Board of the Cedar Springs Public (Community) Library,

I regret not being able to attend your board meeting in person. I am so pleased that you have completed your contract negotiations, and that library service will continue for the 10,123 residents of Cedar Springs and Solon Township. Because so many of you are new or relatively new to the board, I would like to offer my services to help in anyway needed. As one of the 11 Michigan cooperative directors, I am able to provide:

- Board and staff development and training
 - Roles and responsibilities of the board and officers
 - Open Meeting Act and Freedom of Information Act responsibilities and requirements
 - Understanding the existing laws and regulations that guide and govern Michigan public libraries.
- Bylaws, policy, and procedure reviews
 - Sample bylaws and policies
 - Review of current documents and explanation of best practices
- Director search assistance
 - According to the staff at the Library of Michigan, Cedar Springs would need to have a new director with at least a Level 3 certification in place by June 30, 2024, to meet the director requirement moving forward to qualify for state aid.
 - As I have done in the past, I can help with or lead this search working with the board and staff.
- Strategic and long-range planning
 - Data analyzing collections, staffing, and programming from similar sized and budgeted libraries so that you can empower staff to use the funding to best serve the users of the library.
 - Surveys and focus groups to hear directly from residents, staff, stakeholders, and the board.
 - Create a 3–5-year plan

I look forward to meeting and working with you as you move the library forward to better meet the needs of this vibrant and growing community.

Thank you again for your important service as a library trustee.

Sincerely,

Carol Dawe
Director

Lakeland Library Cooperative

We strengthen libraries through expertise, services, and shared resources for the benefit of communities and individuals.

4138 3 Mile Road NW-Grand Rapids, MI 49534 (616) 559-5253 www.llcoop.org

Cedar Springs Public Library

Library Director

The Cedar Springs Public Library Board is seeking an enthusiastic, engaging, self-starter to serve as their director in this growing and thriving rural community located just twenty miles north of downtown Grand Rapids. With a growing population of 10,123, and a budget of approximately \$250,000 with significant additional revenue being added in each of the next three years, Cedar Springs Public Library will continue to provide, improve and enhance its physical and digital materials, online databases, services, programs, and resources for all ages. This position offers the best of what librarianship has to offer: a beautifully maintained facility built in 2017, a dedicated and creative staff, a supportive board and community and the ability to build on the existing strong partnerships with the city and contracting Solon township, local schools, businesses, and organizations.

Primary Skills and Duties:

Administration and Management:

- Thorough knowledge of current public library principles and practices including the ability to develop, analyze, and implement practical and effective solutions.
- Ability to communicate and lead effectively to establish and maintain effective working relationships with the board, staff, partners, and the public.
- Responsible for overseeing all aspects of the building and grounds to ensure a well-maintained, safe and welcoming facility.
- Familiarity with current library technology and the ability to adapt, implement and train on new products and systems.

Advocacy and Engagement:

- The director participates in community activities and works with local schools, agencies, and partners.
- Represents the Library at meetings of the Lakeland Library Cooperative and other professional organizations, and keeps abreast of current legislation, trends, and other issues regarding public libraries.

Planning and Assessment:

- Ability to plan, organize and direct library services and activities by assessing the day-to-day needs of the community.
- Collaborate with the Board in the creation and implementation of a strategic plan, and policies and procedures to enhance services and empower staff.
- Seeks and prepares grant applications for other sources of funding that further the priorities of the strategic plan.

Budgeting and Financing:

- Demonstrates a thorough understanding of public library accounting principles and practices necessary to provide the board with the information needed to successfully oversee the library's finances.

- Working with the Board Treasurer, creates the annual budget, prepares monthly financial reports for the Board and coordinates the annual audit.
- Monitors, reviews and approves all revenue and expenditures to maintain a sound budget and works closely with the City's Finance Director on processing the budgeted monthly expenditures in a timely and organized manner.

Education and Experience:

- As an employee of a Class III Michigan Public Library, serving a population over 7,000 and under 11,999, the Cedar Springs Public Library Director must have a Level 3 Certification from the Library of Michigan, which includes a completed Bachelor's Degree from an accredited college or university prior to employment and the completion of the beginning library workshop and any other required training within the first year of employment.
- The ideal candidate will have an MLS from an ALA accredited institution and a State of Michigan Professional Certificate.
- 2-3 years Library supervisory experience is preferred, but the board will consider other supervisory experience.

Salary and Benefits:

- This is a full-time, salaried, 40 hour per week, exempt position with some weeknight and weekend hours depending on staffing and programming needs.
- The salary starts at \$55,000 and provides medical benefits which include health, dental, vision and life insurance for the employee.
- Full-time salaried employees receive 8 paid holidays, 6 personal/sick days and begin with 2 weeks of vacation.

To apply: Please send a resume, detailed cover letter describing your experience and reasons for applying and the name and contact information for 3 professional references to Carol Dawe: carol@llcoop.org by _____.

Candidates will be required to submit answers to written questions prior to an in-person interview. The Board hopes to hire a candidate who can begin to work on or around the _____.

From: Membiela, Clare (MDE) <MembielaC@michigan.gov>
Sent: Monday, November 27, 2023 3:48 PM
To: Tony O
Subject: RE: director job description
Attachments: Director Job description-Cedar_Springs.pdf; job description suggestions.docx

Hi Tony:

Attached is the job description and my suggestions.

Most of the suggestions are to minimize the board's limiting their own responsibility and interference with their duties.

I have put explanations on the suggestion sheet, attached.

Please note that the board has the discretion to determine the director's duties, so my suggestions are simply suggestions. I would urge that whatever the board decides to do, they consider the board's authority over and duty to the library vs what is delegated to the director vs what is expected of the city. It is also important to note that the expectation of responsibility and workload for the director should not greatly exceed the salary offered.

I hope this is helpful!

Sincerely,

Clare

Clare D. Membiela, MLS, J.D.
Library Law Consultant
Library of Michigan
MembielaC@michigan.gov
517-335-8132

The research and resources above are for informational purposes only and not for the purpose of providing legal advice. You should contact your attorney to obtain advice with respect to any particular issue or problem.

"If there is any fixed star in our constitutional constellation, it is that no official, high or petty, can prescribe what shall be orthodox in politics, nationalism, religion, or other matters of opinion..." West Va. Bd. Of Ed. V. Barnette, 319 U.S., at 642.

The Michigan School Meals program allows for all public school students, grades Pre-K to 12, to eat breakfast and lunch for free. Learn [more](#).



From: Tony O <secretarycspl@charter.net>
Sent: Wednesday, November 22, 2023 10:17 AM
To: Membiela, Clare (MDE) <MembielaC@michigan.gov>
Subject: Re: director job description

CAUTION: This is an External email. Please send suspicious emails to abuse@michigan.gov

Yes Monday will be fine. This is the one we used for Donna and Jamey our recent directors. Lakeland carol approved it before we hired Jamey after on na retired.
Soon has given me the materials you requested. The city has not even after I called them and asked. I think they are waiting for our meeting on Monday
Tony

You have a happy holiday and weekend. Be safe

Tony and Dolores
Owen

On November 21, 2023, at 5:59 PM, "Membiela, Clare (MDE)" <MembielaC@michigan.gov> wrote:

Hello Tony:

I'll take a look and get back to you on Monday – I hope that's ok – t's been a busy week 😊

I hope you have a restful and joyful holiday weekend!

Sincerely,
Clare
Clare D. Membiela, MLS, J.D.
Library Law Consultant
Library of Michigan
MembielaC@michigan.gov
517-335-8132

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"If there is any fixed star in our constitutional constellation, it is that no official, high or petty, can prescribe what shall be orthodox in politics, nationalism, religion, or other matters of opinion..." West Va. Bd. Of Ed. V. Barnette, 319 U.S., at 642.

The Michigan School Meals program allows for all public school students, grades Pre-K to 12, to eat breakfast and lunch for free. Learn [more](#).



From: SecretaryCSPL@charter.net <SecretaryCSPL@charter.net>

Sent: Tuesday, November 21, 2023 12:20 AM

To: Membiela, Clare (MDE) <MembielaC@michigan.gov>

Subject: director job description

CAUTION: This is an External email. Please send suspicious emails to abuse@michigan.gov

Claire

I have attached the director job description per your request for you to review and comment on. I have this on out next board meeting.

Tony Owen

**CEDAR SPRINGS PUBLIC LIBRARY
JOB DESCRIPTION
LIBRARY DIRECTOR**

NATURE OF WORK

Under the direction of the Library Board of Trustees, this employee performs professional and supervisory work in planning, implementing and managing a comprehensive program of service to library patrons.

DISTINGUISHING FEATURES

The work involves planning, developing and coordinating services and resources related to the overall operation of the Library. The work requires the exercise of considerable professional skill, initiative and independent judgment.

Primary Duties:

1. Is responsible for the overall administration of the Library
 - A. Assists Board in short and long range planning and administers the Strategic Plan adopted by the Board
 - B. Works to review current service by assessing community needs, addressing current concerns, and plans accordingly for future services
 - C. Reviews and refines procedures to produce optimal service
2. Serves as Finance Director for the Library
 - A. Prepares annual budget in consultation with the Library Boards Finance Committee
 - B. Monitors all revenue and expenditures to maintain figures within budget parameters; reviews and approves all expenditures
 - C. Oversees all financial transactions and required local, state and federal reporting
 - D. Works with the City's Finance Director on the annual audit, attends city budget workshops to answer questions on library administration and financial details, and prepares the annual statistical report for the Library of Michigan.
 - E. Seeks and prepares grant applications for other sources of funding
 - F. Presents a monthly treasurer's report to the Library Board
3. Oversees the purchase and maintenance of all library computers
4. Is responsible for overseeing all aspects of the physical plant to ensure a safe and attractive facility
5. Oversees materials selection and collection management

6. Represents the Library at Lakeland Library Cooperative meetings

HUMAN RESOURCES

The Director employs and directs all staff within the guidelines established by board approved personnel policies.

POLICIES

The director shall recommend policies as needed and advise the board on the merits of decisions under consideration. The director administers the library in accordance with adopted policies and interprets policies to staff and public.

ADVOCACY

The director participates in community activities and works with other local agencies and groups on behalf of the library. The director seeks to influence governmental action at the local, state and national levels, on behalf of public library services. The director calls the board's attention to any pending legislation that affects library funding.

EXPERIENCE AND TRAINING

Master's degree in library science from an ALA accredited post-secondary institution, Masters degree in any field or Level V Certification, (Bachelor's degree in any field), with work experience deemed appropriate by the Library Board.

ABILITIES, SKILLS AND KNOWLEDGE

Thorough knowledge of current library principles and practices, professional library policies, library rules and regulations, as well as methods and techniques, including such areas as general knowledge of and ability to use reference tools, classification, cataloging, acquisition of and circulation of youth and adult books and materials; ability to analyze professional and administrative problems and arrive at practical and effective solutions; ability to communicate effectively and concisely, orally and in writing; ability to plan, organize and direct a complete program of library activities; ability to establish and maintain effective working relationships with the board of trustees, subordinates, community groups, the press, and the general public; skill in planning and supervising the work of others.

PROFESSIONAL RESPONSIBILITIES

Professional staff are expected to keep abreast of current trends and techniques in public library service; participate in the activities of professional library organizations and pursue continuing education.

EDUCATION AND EXPERIENCE

The ideal candidate will have a MLS from an ALA accredited college or university and a State of Michigan Professional Certificate. Library supervisory experience is preferred, but will consider other experience.

NOTE

The Cedar Springs Public Library is a Class III Library serving a population over 7,000 and under 11,999. The State requires that the Library Director have a Level 3 Certification (Bachelor's Degree from an accredited college or university or completion of the beginning workshop offered by the Library of Michigan).

This job description is intended to describe the general nature and level of work being performed by a person assigned to do this job. They are not to be construed as an exhaustive list of all job duties that may be performed by a person so classified.

HOURS

40 hours weekly: M, T, W, T and F; occasional Saturdays, as needed

PAY RANGE

As determined by the Library Board

BENEFITS

As listed in the Employee Handbook

TO APPLY

Please include with your resume an answer to the following question:

Why would you be a wonderful addition to the Cedar Springs Public Library team?

Send to: Board President
Cedar Springs Public Library
43 W. Cherry St., PO Box 280
Cedar Springs, MI 49319

**Cedar Springs Public Library is
an EQUAL OPPORTUNITY EMPLOYER**

CSPL Director
Adopted September 18, 2008
Updated April 28, 2014
Updated October 26, 2021

Primary Duties

1. Under the auspices of the Board, is responsible for the day-to-day administration of the Library. - *To say "overall" administration implies that the director bears sole responsibility for library administration, which is not true – the Board is ultimately responsible for the library. The director is responsible for the day to day administration.*

2. Serves as Finance Director for the Library
 - A. Prepares annual proposed budget in consultation with the Library Board's Finance Committee. - *Clarifies that the budget prepared by the director and committee must be approved by the board.*

 - B. Regularly monitors library revenues and expenditures to verify each are within expected budget ranges. Notifies the board promptly of deviations from budget expectations or of unexpected financial activity. *Monitoring "all revenues and expenditures" is the board's duty. Ensuring that the budget stays on track during the year is the board's responsibility.*

 - C. Reviews and approves expenditures up to \$ _____. Consults with and makes recommendations to board for approval of purchases over \$ _____. *Board is responsible to oversee "all" financial transactions. Director should not have unlimited spending authority without board notification/approval.*

 - D. As stated in original
 - E. As stated in original

 - F. Has authority to contract on the library's behalf as directed by and approved by the board. - *Board is legal representative. Director can only contract on behalf of the library if board delegates that authority, so this is part of that delegation.*

 - G. Provides board treasurer with monthly financial statements and information of transactions and prepares additional reporting as requested by the board. Includes necessary financial information within monthly Director's Report to the board. *With respect to "F" in the original – the director should not be responsible for preparing the treasurer's report – that is the treasurer's job. The director could be required to supply necessary reports and/or data. The board's primary responsibility is ensuring the finances are in good shape and being appropriately handled.*

 - H. Supervises all library ordering and purchasing in accordance with established purchasing policies and procedures. Obtains board approval for purchases when required. *Not sure how you handle purchasing, but it should be noted here so director is clear how purchasing occurs.*

- I. Prepares all required State, Federal and Local governmental reporting, and provides copies to board. *The board should receive copies of and read all required reporting.*
- J. Maintains current financial and purchasing policies and procedures, including necessary internal controls. *Good financial policies are crucial to any government entity – if the city does all of the library's purchasing, the library board and director should have knowledge of how the system works and copies of the city's applicable financial policies.*

3 *I am not sure this duty is needed to be spelled out separately unless there is an issue with the city with regards to computers and technology. Computers for the library would be a part of purchasing like any other library tool or material, and their purchase would be covered by the finance and purchasing section, above.*

4 Is responsible for monitoring all aspects of the physical plant and library facilities, and for notifying the library board of issues that require repairs in excess of approved spending amount (see section 2C), or which are ones that affect the safety or integrity of the facility. *The director should work with the board on facilities issues that rise above day-to-day wear and tear – especially as the city may be involved such as issues with a lease, etc.*

6 Oversees all library-sponsored patron programing and events. *Just a clarification of expectations*

7 Attends all library board meetings prepared to make a monthly report on library activities. *It's a good idea to spell out expectations with regard to board meeting attendance.*

8 Represents the Library at Lakeland Library Cooperative Meetings

Human Resources

The Director hires, fires, and directs library staff consistent with the policies and procedures established by the employee handbook and/or approved personnel policies. *(Note that if the employees receive benefits like health care through the city, they may be legally considered city employees – you may wish to consult your attorney on this. I can explain further if necessary.)*

Experience and Training

Some library experience is preferred. Management and experience supervising employees are especially desired. Accounting and/or government finance knowledge or experience a plus. *I wasn't sure why you had education and experience information twice in the document. I tried to limit this section to experience and skills(?)*

Education and Experience:

For State Aid to Libraries, a minimum of a Bachelor's degree in any field,
<https://www.michigan.gov/libraryofmichigan/-/media/Project/Websites/libraryofmichigan/For-Libraries/Administration/State-Aid-Penal-Fines->

[PPT/State Aid to Public Libraries Application Process.pdf?rev=69cca5e5cb1a4286a2669616eb6d7c18](#)

. Director is also required to have or successfully obtain a minimum of a level 3 certification through the Library of Michigan. *These are the educational requirements necessary for a class 3 library for State Aid purposes. The board can require more than this – such as require an MLS (which is always good).*

However, note that if you are going to require an MLS you will need to offer a salary that is commiserate with that level of education. Joe Hamlin at LN (HamlinJ2@michigan.gov) can assist you with data on what other similar sized libraries across the state pay their MLS educated librarians.

Library experience preferred.

Master's degree in library science from an ALA accredited post-secondary institution is preferred.

SECTION 4 BUDGET REQUIREMENTS

To comply with the Uniform Budgeting and Accounting Act, certain requirements must be met. The Michigan Department of Treasury's Uniform Budget Manual for Local Units of Government in Michigan and other additional information regarding the Budget Act may be obtained from the Michigan Department of Treasury's website at <https://www.michigan.gov/treasury>. The following budget requirements must be followed to comply with the Budget Act:

- Budget is adopted for all General and Special Revenue Funds, at a minimum (MCL 141.436)
- Public hearing is held on the budget
- The following information is included in the budget document for each of the budgeted funds:
 - Actual prior year (both revenue and expenditures)
 - Estimate of current year (both revenue and expenditures)
 - Proposed budget (both revenue and expenditures)
 - Amounts for contingencies, if appropriate
 - Amount of fund balance (deficit) accumulated from prior years and the estimated surplus or deficit expected in the current year
- A negative fund balance is not budgeted (beginning fund balance, plus budgeted revenues, less budgeted expenditures, does not equal a negative amount) (MCL 141.435 and 436)
- All expenditures are authorized in the budget
- The expenditures are equal to or less than amounts appropriated (MCL 141.437 and 438)
- The budget has been amended to allow expenditures more than the original appropriation

SECTION 5 BUDGET TIMELINE

Each library needs to determine the timeline that works best for its situation. A small library may not need as much time as a larger library due to factors such as multiple levels of management, quantity of capital project needs, or number of personnel matters. The following is an example of a budget timeline:

TIMELINE	PROCESS
7 months prior to year-end	Library director (or designee) begins process - set management team's workshop sessions and submits data request to management team
6 months prior to year-end	Budget requests are received from departments and analyzed by management team and an initial preliminary budget is formed
5 months prior to year-end	Preliminary budget is prepared by management team and presented to library director
4 months prior to year-end	Budget committee or governing body meets in study session to review preliminary budget and make recommended changes, if necessary
2 months prior to year-end	Public hearing and final changes proposed
Prior to beginning of fiscal year	Governing body adopts budget by resolution (MCL 141.412)

CSPL Board of Trustees

Standing Committees as taken from By Laws Readopted December 2022

Current Appointments as of November 27, 2023

Personnel & Compensation (“PCC”) Dykstra(chair), Gritter, Howell

Will be comprised of three (3) Board members to be appointed by the Chairperson for a one (1) year term at the first meeting following the new fiscal year.

Be responsible for creating, distributing the Director’s evaluation and compiling information from gathered evaluations.

From compiled information, create and report Committee’s recommendations to the Library Board for Board approval.

Current Project(s)-Review Directors Ad regarding duties and compensation

Policy L. Parks, Lehmoine, Armock

Will be comprised of one Board member, Library Director and /or Assistant Director, and one staff member to be appointed by the Chairperson of the Library Board for a one (1) year term at the first meeting following the new fiscal year.

Review policies on an even year basis.

Present recommendations to the Library Board on any policy change for Board approval.

Current Project(s)-_____

Bylaws Lehmoine, Dykstra, Gritter

Will be comprised of three (3) Board members to be appointed by the Chairperson of the Library Board for a one (1) year term at the first meeting following the new fiscal year.

Review bylaws on an even year basis.

Present any recommended changes to the Library Board for Board approval.

Current Project(s)-_____

IT (Technology) Committee Owen, L. Parks, Nick Heinlier, Lehmoine

Will be comprised of one (1) Board member, one library staff member and one other member experienced in technology, including but not limited to the community, appointed by the Chairperson of the Library Board for a one (1) year term.

Will support the Library Board and library staff on matters of technology related to contemporary library services, including but not limited to apprising them of new technology that may benefit the community.

Will actively seek out and advocate the acquisition and implementation of new technology, which has already been presented to the Library Board for approval. The committee will also play a vital role as renovation or new construction projects are initiated.

Current Project(s): Review technical requirements and cost to stream / broadcast CSPL meetings, follow up on recommendations to Finance for needed improvements

CSPL Board of Trustees
Standing Committees as taken from By Laws Readopted December 2022

Finance

Armock(chair), Smith, Lehmoine

Will be comprised of three (3) Board members with the Treasurer acting as Chair, appointed by the Chairperson of the Library Board for a one (1) year term.

Will review the monthly expenditures.

Will review and assist the Director with annual budget and any amendments.

Will research and make recommendations to the Board for an accounting firm and auditor.

Current Project(s) Review Budget for new Director salary and other costs, needed budget amendments review fee schedule,

Strategic Plan-Special Committee

(subject to chair appointment)

Appointed by Chair 23Jan23, "which shall include one board officer."

Note: The current Strategic Plan is dated 2019-2021

LEASE

THIS LEASE is made and entered into as of January 25, 2021, by and between the CEDAR SPRINGS PUBLIC LIBRARY, a Michigan library established under Act No 164 of the Public Acts of 1877, as amended, of 107 North Main Street, Cedar Springs, Michigan 49319 (“**Tenant**”), and THE CITY OF CEDAR SPRINGS, a Michigan municipal corporation, of 66 South Main, Cedar Springs, Michigan 49319 (“**Landlord**”).

AGREEMENT

1. Leased Premises. Landlord leases to Tenant, and Tenant leases from Landlord, on the terms and subject to the conditions contained in this Lease, the real property and improvements commonly known as 107 North Main St, Cedar Springs, Michigan, identified with Permanent Parcel Number 41-02-25-427-025, as shown on Exhibit A and legally described on Exhibit B. The term “**Building**” refers to the structure on the property, which are shown on the Exhibit A. The term “**Premises**” refers to the the real property described in this section, including the Building. This Lease is subject to encumbrances, conditions, covenants, easements, restrictions and rights-of-way, whether or not of record, affecting the Premises, to such matters as might be disclosed by inspection or survey and to zoning ordinances and other laws, ordinances and regulations applicable to the Premises.

2. Term. Subject to Section 14, the term of this Lease (the “**Term**”) will continue indefinitely, commencing on January 27, 2021 (the “**Commencement Date**”), and will continue indefinitely provided, however that either party may terminate this Lease at any time in that party’s sole discretion with six months prior written notice provided to the non-terminating party. This agreement and term superseding and extending the agreement and term originally agreed to by the parties in the 2017 agreement.

3. Premises As-Is. Tenant acknowledges that prior to entering into this Lease it has inspected the Premises, and as such is aware of and familiar with the condition of the Premises. Tenant agrees to take and accept the Premises “as is”. Landlord has not made any representation or warranty regarding the condition of the Premises or the Building or regarding the suitability or fitness of either for the conduct of Tenant’s permitted use or for any other purpose. Tenant’s entry into possession of the Premises under this Lease constitutes conclusive evidence against Tenant that the Premises were in good order and satisfactory condition at the time of entry.

4. Rent. Subject to the Tenant’s compliance with the terms of this Lease, the rent due from Tenant during the Term of this Lease shall be \$1 annually, due on the Commencement Date and on the anniversary of the Commencement Date each year thereafter during the Term.

5. Use of Premises. Tenant may use and occupy the Premises as a public library and for no other purpose, except with Landlord’s prior written consent which may be withheld in Landlord’s discretion. Tenant shall not deface or injure the Premises, or permit anything to be done on the Premises tending to damage it or create a health hazard or nuisance or to disturb others. Tenant shall not conduct its operations in any manner which is negligent or which could otherwise jeopardize or increase the rate of any fire or other insurance. Tenant shall indemnify and hold Landlord harmless from Tenant’s failure to comply with this section.

6. Triple Net – Care Free Lease. This Lease is a so called care free lease, in which it is determined between the parties that Tenant will be entirely responsible for the cost of maintenance, insurance, utilities, and all other expenses associated with the Premises, and that Landlord will incur no costs related to the same. Accordingly, the parties agree as follows:

(a) Compliance. Tenant shall, at its cost, keep, occupy and use the Premises in accordance with all federal, state, and local ordinances, laws, regulations, rules, and requirements (including permit requirements), including, without limitation, all environmental laws (any and all of the foregoing are “Laws”). Tenant must, at its expense, keep and occupy the Premises in compliance with the recommendations of any insurance company, inspection bureau or similar agency (including Landlord’s agents). It is expressly acknowledged that Tenant may have to alter the Buildings or Premises to comply with this section, and the cost shall be negotiated with the Landlord

(b) Maintenance, Repair and Replacement. Tenant must at all times and at its sole cost and expense promptly maintain, repair, and replace the Premises and all components thereof, in a clean and good condition. Subject to the remainder of this subsection, but without limitation, Tenant’s obligations hereunder include a duty to: (i) repair and as necessary replace the mechanical systems (HVAC, plumbing, electrical, etc.), wall coverings, paint, floor coverings, and all other parts, components and surfaces of the Buildings, (ii) maintain the landscaping and mowing of the Premises, (iii) promptly perform snow and ice removal from

paved and similar areas of the Premises, (iv) provide its own janitorial service and garbage removal/pick-up, and (v) do all other things and take all other actions reasonably needed to maintain the Premises in a good and clean operating condition. The City, notwithstanding the foregoing, shall in its sole discretion strive to continue in-kind, free or reduced price services to help maintain and repair the library building Premises and components thereof but will in no way be obligated to continue such service for any length of time nor any financial amount and may discontinue in-kind, free or reduced price services at any time for any reason in its sole discretion. The City will not offer any in-kind, free or reduced price services that are contrary to any federal, state or local law. The Tenant shall create and follow a maintenance schedule with the advice and consent of the Landlord so as to help minimize future repair and replacement costs.

(c) Insurance.

(i) Property Insurance. At all times during the Term, Landlord shall procure and maintain, at its sole expense, property insurance on the Buildings and fixtures located on the Premises, in an amount not less than 100% of the replacement cost of the same, but not providing coverage for the contents or personal property of the Tenant. Tenant shall, to lessen the burden of the Landlord taking on property insurance on the Buildings and fixtures shall pay \$600 per year towards the Buildings and fixtures insurance cost for the first three (3) years starting in the 2017-2018 budget year and continuing with the 2018-2019 and 2019-2020 budget years but not including the 2020-2021 budget years or any year thereafter. The Landlord will be solely responsible for the total cost of Buildings and fixtures insurance beginning in year four (4) of this agreement. The proceeds of such insurance will be used in accordance with Section 18. Tenant shall insure its personal property and the contents of the Buildings from time to time situated in the Premises as it deems prudent and Landlord shall have no liability of any kind or nature to Tenant or its officers, employees, volunteers or invitees for damages, claims or injuries relating to the contents of the Buildings or Premises.

(ii) Liability Insurance. At all times during the Term, Tenant must procure and maintain, at its sole expense, general liability insurance applying to the use and occupancy of the Premises and the operations of Tenant. Such insurance must have a minimum combined single limit of liability of at least \$1,000,000 per occurrence. Without limitation, such policy/ies must cover and insure premises liability, bodily injury or death, property damage, and personal injury losses.

(iii) Policy Requirements. Any policy which the Tenant is liable to obtain and maintain as provided for herein shall be endorsed to the Landlord, its officers and employees as additional insureds. All policies must be written as primary policies, not excess or contributing with or secondary to any other insurance, and must be issued by insurance companies authorized to do business in the state of Michigan. All policies must include a provision that they will not be subject to cancellation or modification without 30 days prior written notice to each party to this Lease.

(iv) Certificates. Documentation evidencing the insurance required hereunder must be delivered to each party prior to the Commencement Date and updated certificates or policies must be delivered to maintain such records in current form, and/or as requested from time to

time. Tenant must furnish Landlord with a replacement certificate with respect to any insurance not less than 30 days prior to the expiration of the current policy.

(v) Failure to Insure. Tenant is liable to Landlord for any loss or cost to Landlord resulting from Tenant's failure to maintain any insurance which Tenant is required to maintain pursuant to this section. Tenant may not self-insure against any risks required to be covered by insurance without Landlord's prior written consent.

(vi) Waiver of Recovery. Tenant waives any right of recovery against Landlord for injury or loss covered by insurance, to the extent of the injury or loss covered by such insurance. Any insurance to be provided by Tenant under this Lease must contain a clause denying the insurer any right of subrogation against Landlord.

(d) Government Charges. Tenant must pay, before any penalty or interest attaches all special assessments, impositions, and other similar governmental charges levied or assessed against or with respect to the Premises during the Term. Tenant must furnish Landlord receipts for all payments made hereunder promptly upon request.

(e) Utilities. Tenant is responsible to arrange for and pay all costs of all utilities for the Premises, including without limitation all water, sewer, gas, electric, telecommunications, cable, and all electric light bulbs, lamps and tubes used in the Premises. Landlord is not liable for any failure to furnish, stoppage of, or interruption in furnishing any of the services or utilities and Tenant is not entitled to any damages nor shall any failure or interruption affect Tenant's obligations hereunder or be construed as a constructive or other eviction of Tenant.

(f) Taxes. During the term of this Lease, Tenant shall pay all real estate taxes and special assessments levied against the Premises, including installment payments for special assessments extending beyond the term of this Lease. Tenant may contest the amount or validity of any taxes or special assessments by appropriate proceedings, provided Tenant shall pay them when all appeals are completed.

(g) Other Premises Expenses. Tenant shall be solely responsible for all other costs, fees, charges, expenses, and obligations of every kind and nature whatsoever relating to the Premises which arise or become due during the Term.

7. Right of Landlord to Performance. All covenants and agreements to be performed by Tenant under this Lease must be performed by Tenant at Tenant's sole cost and expense. If Tenant fails to pay any sum of money (other than Rent) required to be paid by it under this Lease, or fails to perform any other act on its part to be performed under this Lease (including without limitation, any act or item described above), Landlord may, but is not obligated to, make any payment or perform or have performed any act on Tenant's behalf, for Tenant's account, and at Tenant's cost. Any sums expended by Landlord and all incidental costs incurred by Landlord in so doing, together with an administrative fee of 10.00% of the amount at issue for Landlord's labor cost shall be due from Tenant to Landlord.

8. Structural Alterations. Tenant may not, without the prior written consent of Landlord, make any structural alterations, improvements, or additions (individually and collectively, "**Alterations**") to the Premises. If Tenant desires to make any Alterations to the

Premises, Tenant must first submit to Landlord plans and specifications for the same. Landlord may withhold condition or delay its approval of any proposed Alterations in its sole discretion. Any approved Alterations may be made only at Tenant's sole expense with a contractor or contractors approved by Landlord. All Alterations made to the Premises will become part of the Premises and Landlord will have the right to the same, unless Landlord notifies Tenant that any such Alteration must be removed at the end of the Term. Tenant must carry and will cause Tenant's contractors and subcontractors to carry such worker's compensation, general liability, personal and property damage insurance as Landlord requires. All Alterations must be done in a good and professional fashion.

9. Covenant Against Liens. Tenant may not do any act or fail to act so as to in any way encumber the title of Landlord in and to the Premises. Tenant must promptly pay any sum required to remove any lien (including contractor's construction or material liens) at its sole cost within 10 days after it has arisen, unless Tenant, in good faith, contests any such item and posts a bond or other adequate security with Landlord ensuring full payment of the amount of such item to Landlord.

10. Tenant's Property. Tenant may bring or keep property upon the Premises solely at its own risk.

11. Signage. Tenant shall follow all signage rules and ordinances of the City of Cedar Springs.

12. Assignment and Subletting. Tenant may not sublease, assign or pledge all or any portion of the Premises or this Lease without the prior written consent of Landlord, which consent Landlord may withhold, in its discretion. Any act in violation of the foregoing is void. No consent by Landlord to any sublease, assignment, or pledge relieves Tenant from any of its obligations under this Lease or from obtaining Landlord's written consent to any further sublease, assignment, or pledge, unless specifically agreed otherwise by Landlord in a signed writing. Tenant may rent a portion of the Premises to individuals or groups on a short-term basis (i.e., less than 12 continuous hours) which shall not rise to any property interest by the renter, which short-term rental shall be subject to certain written additional requirements and limitations as determined by Landlord. Tenant may charge a rental fee to individuals or groups for this service but shall not charge a rental fee to Landlord for rental of a portion of the Premises.

13. Reserved Property Rights. Landlord reserves the right during the Term to grant easements for public utility purposes on, over, or below the Premises without any abatement in Rent, provided that said easements do not unreasonably interfere with the normal operations of Tenant in the Premises.

14. Default. The occurrence of any of the following constitutes a default of this Lease by Tenant: (i) failure to pay any Rent or to make any other payment required to be made by Tenant under this Lease as and when due, and the continuation of such failure for 5 days thereafter; (ii) abandonment of the Premises by Tenant or the vacation of the Premises by Tenant for 30 consecutive days (with or without the payment of Rent); (iii) Tenant's purported attempt to assign, sublease or pledge the Premises or this Lease without Landlord's prior consent; or (iv) the failure by Tenant to observe or perform any other provision of this Lease to be observed or

performed by Tenant, if such failure continues for 10 days after written notice by Landlord to Tenant.

(a) Landlord's Right To Terminate Upon Tenant Default. If Tenant is in default as provided above, Landlord may, after providing to Tenant any required notice, terminate this Lease or Tenant's right to possession of the Premises without terminating this Lease, in which event Landlord is entitled to receive from Tenant: (i) Any unpaid Rent which had been earned at the time of such termination; plus (ii) the unpaid Rent earned after termination of the Lease until the time of award; plus (iii) the worth at the time of award (computed by discounting such amounts at 4.00% per annum) of the amount of the unpaid Rent for the balance of the Term; plus (iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's defaults under this Lease or which in the ordinary course of things would be likely to result from such default.

(b) Landlord's Right To Continue Lease Upon Tenant Default. If Tenant is in default as provided above, and if Landlord does not elect to terminate this Lease as provided in subsection (a) above, Landlord may from time to time, without terminating this Lease, enforce all of its rights and remedies under this Lease.

(c) Remedies. None of the foregoing shall limit Landlord's remedies or options, or operate as a waiver of any rights to indemnification or other rights. All of Landlord's remedies are cumulative and are not intended to be exclusive of any other remedies or means of redress. In addition to the other remedies provided in this Lease, Landlord is entitled to a restraint by injunction of the violation or attempted or threatened violation of any of the terms of this Lease.

15. Surrender of Possession. Upon the expiration or earlier termination of this Lease, whether by lapse of time, operation of law or pursuant to the provisions of this Lease, Tenant must: (i) restore the Premises to the same condition in which they were in at the beginning of the Term, (ii) remove all of its personal property (including all signs, symbols and trademarks pertaining to its business) from the Premises and repair any damage to the Premises caused by such removal, and (iii) immediately surrender possession of the Premises to Landlord in a broom clean condition. If Tenant fails or refuses to restore the Premises as provided in this section, Landlord may do so and recover its cost for so doing. If Tenant fails or refuses to surrender possession of the Premises to Landlord upon termination or expiration of this Lease, Landlord is entitled to immediate possession of the Premises by all legal means and to such other remedies as may be provided it by law or in equity.

16. Holding Over. Tenant acknowledges that its holding over beyond the time of the termination or expiration of this Lease will cause Landlord additional expense. If Tenant remains in possession of the Premises, or any part of the Premises or the Building, after the termination or expiration of this Lease, Tenant acquires no rights with respect to the Premises. Tenant shall, however, during the period of holdover pay Landlord Rent of \$500.00 per month and all Rent and other sums which would have been due for a like period of occupancy during the Term. The provisions of this clause do not operate as a waiver by Landlord of any right it may otherwise enjoy. The terms and conditions of this Lease apply in all respects to any period of holdover; so, for example, and without limitation, Tenant is responsible for all Section 6 expenses during any holdover period.

17. Eminent Domain. If all or any part of the Premises is taken or condemned by any competent authority for any public use or purpose, or if any adjacent property or street is condemned or improved in a manner that requires the use of any part of the Premises, Landlord may terminate this Lease as of the date of the actual taking, without apportionment to Tenant of any portion of the award or damages.

18. Damage or Destruction. If the Premises are damaged in whole or in part by fire or other casualty, Landlord will use the proceeds to improve the Premises, and may retain any surplus. During the period of such repairs and restorations, Rent will be rebated to Tenant in proportion to the portion of Premises, up to the whole, which is untenable. Notwithstanding the foregoing, if the Building is substantially damaged or is rendered substantially untenable by fire or other cause, then Landlord may, within 60 days after such fire or other cause, terminate this Lease by giving Tenant 14 days' notice of such termination in writing and Tenant must vacate the Premises and surrender the same to Landlord prior to expiration of such 14 day period. In such case, Landlord may retain all such insurance proceeds and not rebuild in its discretion.

19. Indemnification.

(a) Tenant agrees to and will protect, indemnify, hold harmless and defend Landlord (with counsel chosen by Landlord) and each of their respective officers, agents and employees, successors and assigns, from and against:

(i) any loss, cost, damage, liability or expense (including but not limited to actual attorneys' fees and legal costs) arising out of or related to any claim, suit or judgment brought by or in favor of any party or parties for any matter which arises out of, is occasioned by or is in any way attributable to the use or occupancy of the Premises or any portion of the Buildings by Tenant, its invitees, employees or officers, and/or the acts or omissions of Tenant or its agents, employees, contractors, clients, invitees or subtenants except to the extent caused by the negligence or intentional misconduct of Landlord or its officers or employees. Such loss or damage includes, but is not limited to, any injury or damage to or death of Landlord's employees or agents, damage to the Premises or any portion of the Buildings, or bodily injury, death, or property damage sustained by any other party;

(ii) the breach of any of the provisions of this Lease by Tenant;

(iii) any and all environmental damages which arise from the handling of any of Tenant's hazardous materials about the Premises; and

(iv) any and all testing or investigation as may be requested by any governmental agency or lender for the purpose of investigating the presence of Tenant's hazardous materials.

(b) Notwithstanding anything to the contrary contained in this Lease, nothing may be interpreted or used to in any way affect, limit, reduce or abrogate any insurance coverage provided by any insurers to either Tenant or Landlord.

(c) Tenant's obligations and liabilities pursuant to this Section 19 survive the expiration or earlier termination of this Lease.

20. Access to Premises. Landlord may enter upon the Premises at all reasonable business hours for the purpose of inspecting them, preventing waste, loss or destruction, enforcing any of its rights or powers under this Lease, or making such repairs or alterations as it is permitted to make under this Lease. Whenever possible, Landlord must give notice prior to entry.

21. Miscellaneous.

(a) Notices. Any notice under this Lease must be in writing and made by personal delivery (which includes, as to Tenant, leaving such notice with any agent of Tenant or leaving the notice in a conspicuous place about the Premises), or sent by certified or registered mail or overnight courier service to the party at its address as set forth in the first paragraph of this Lease. Any such notice is deemed effective (i) if delivered personally, on the date of delivery; (ii) if mailed by certified or registered mail, on the second business day following the date of mailing; or (iii) if sent by overnight courier service, on the next business day following the date of delivery to the courier service. Either party may change its address for notices, bills or statements by giving written notice of such change from time to time.

(b) No Waiver. The failure of either party to enforce any covenant or condition of this Lease is not a waiver of such covenant or condition or of the right of either party to enforce each and every covenant and condition of this Lease. No provision of this Lease may be deemed to have been waived unless such waiver is in writing and signed by the person against whom the waiver is claimed. All rights and remedies of Landlord under this Lease are cumulative, and none exclude any other rights or remedies allowed by law.

(c) Successors and Assigns. The covenants, conditions, and agreements contained in this Lease bind and inure to the benefit of Landlord and Tenant and their respective successors and assigns.

(d) Quiet Enjoyment. So long as Tenant duly pays all Rent and performs all of its other obligations of this Lease Agreement, Tenant shall not be disturbed in its possession of the Premises by Landlord.

(e) Entire Agreement; Amendment. This Lease represents the entire agreement between the parties as to its subject matter, and all other understandings are merged herein. This Lease may not be amended, altered or modified unless in writing signed by both parties.

(f) Choice of Law; Severability. This Lease is governed by and will be construed in accordance with the laws of the state of Michigan. The invalidation of one or more terms of this Lease does not affect the validity of the remaining terms.

(g) Third Parties. Landlord and Tenant warrant and represent to each other that there are no third-party beneficiaries to this Lease.

(h) Covenants and Conditions. All covenants and conditions contained in this Lease are independent of one another. All of the covenants of Tenant contained in this Lease may, at the option of Landlord, be construed as both covenants and conditions.

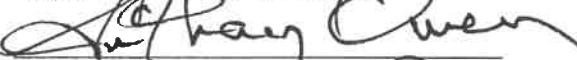
IN WITNESS WHEREOF, Landlord and Tenant hereby execute this Lease.

TENANT:

CEDAR SPRINGS PUBLIC LIBRARY, a
Michigan public library

By: 

Its: R.L. Ellick
Library Board Chair

By: 

Its: ANTHONY OWEN
Secretary

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.)

LANDLORD:

CITY OF CEDAR SPRINGS, a Michigan
municipal corporation

By: Gerald Hall
Gerald Hall
Its: Mayor

By: Rebecca Johnson
Rebecca Johnson
Its: Clerk

Exhibit A

41-02-25-427-025



Exhibit B

410225427025 LOTS 6, 7, & 8 BLK 5 ALSO E 1/2 OF THAT PART OF VACATED PORTION OF 2ND ST ADJ TO SD LOTS ON THE W ALSO 1/2 OF THAT PART OF VACATED OAK ST ADJ TO SD LOTS ON THE S ALSO LOTS 1, 4, 5, & 8 BLK 6 ALSO W 1/2 OF THAT PART OF VACATED PORTION OF 2ND ST ADJ TO SD LOTS ON THE W ALSO 1/2 OF THAT PART OF VACATED OAK ST ADJ TO SD LOTS ON THE S ALSO BLKS 11 & 12 ALSO THAT PART OF VACATED PORTION OF 2ND ST BETWEEN N & S LINES OF SD BLKS ALSO S 1/2 OF THAT PART OF VACATED OAK ST ADJ TO SD LOTS ON THE N ALSO PART OF VACATED PORTION OF MAPLE ST COM AT SECOR OF LOT 8 BLK 11 TH S 12 FT TH WLY PAR WITHS LINE SD BLK 205 FT TH N 12 FT TON LINE OF VACATED MAPLE STTH E ALONG SD N LINE TO BEG ALSO COM AT SW COR OF LOT 7 BLK 11 TH N 2D 01M W 31.25 FT TO E LINE OF SD MN RR R/W TH S 12D 43M W ALONG SD ELY LINE TO N LINE OF MAPLE ST THE ALONG SD N LINE TO BEG ALSO COM 33.84 FT N 13D 22M 405 E ALONG CL OF MN RR R/W & 51.24 FT N 89D 37M 155 E TO ELY LINE OF SD RR R/W /100 FT WIDE/ & 31.95 FT N 12D 22M 405 E ALONG SD ELY LINE FROM INT OF CL OF MAPLE ST & CL OF SD RR R/W TH NOD 49M SOS W 131.30 FT TH N 12D 22M 405 E 77.45 FT TH N 89D 37M E 30.76 FT TO ELY LINE OF SD RR R/W TH S 12D 22M 405 W 212.07 FT TO BEG * VILLAGE OF CEDAR SPRINGS

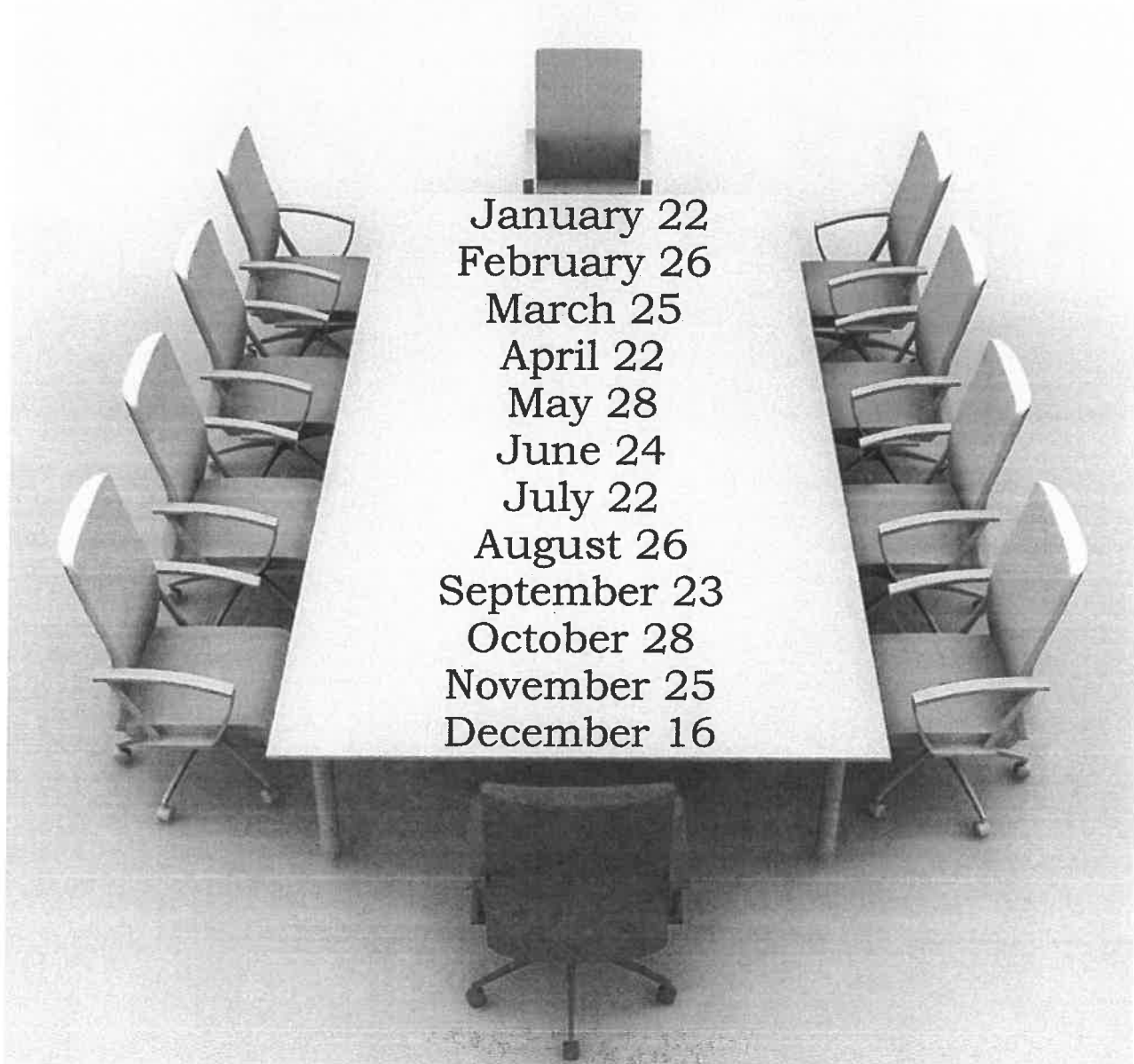
CEDAR SPRINGS PUBLIC LIBRARY BOARD MEETING SCHEDULE

All Meetings Are Held At 7:00 P.M. at:
Cedar Springs Public Library
107 N. Main St.

Cedar Springs MI 49319

Phone 616-696-1910

Calendar Year 2024



January 22

February 26

March 25

April 22

May 28

June 24

July 22

August 26

September 23

October 28

November 25

December 16



SECTION 2 AUDIT REQUIREMENTS

REQUIREMENT

Michigan Public Act 2 of 1968, MCL 141.421 et. seq., as amended, requires that each governmental unit serving a population of 4,000 or more have an annual audit. Libraries serving a population of under 4,000 must have an audit at least every other year; however, annual audits are strongly recommended. Refer specifically to MCL 141.425. Non-governmental libraries may be subject to audits as required by governing bylaws or other authoritative documents.

Libraries that receive federal funding may also require a single audit in accordance with the OMB's Uniform Guidance (2 CFR 200, subpart F). See Chapter 9 – *Grants and Federal Audit Requirements* for further discussion.

DISTRIBUTION

Audited financial statements for government libraries are considered public records and are to be distributed upon request. Other distributions include:

- Library board and/or audit committee - required
- State of Michigan Local Audit and Finance Division of the Department of Treasury - required
- The Library of Michigan – required if the library received an LSTA grant through the Library of Michigan and a single audit is performed
- Federal Audit Clearinghouse – required if a single audit is performed
- Posted on the library's website – optional, but recommended

SECTION 3 TYPES OF AUDITS AND OTHER SERVICES

FINANCIAL STATEMENT AUDIT

A financial statement audit provides reasonable assurance that the financial statements present fairly the financial position and results of operations in conformity with generally accepted accounting principles.

Components of a financial statement audit include the following:

- Consideration of the library's internal controls
- Examination of evidence supporting the amounts and disclosures in the financial statements
- An opinion expressed regarding whether the financial statements are free of material misstatement

SINGLE AUDIT

A single audit, per the Single Audit Act, is required when an entity expends \$750,000 or more of federal awards in the reporting year. Single audits are performed under the Code of Federal Regulations (2 CFR 200), commonly referred to as the Uniform Guidance. More detailed discussion regarding single audits can be found in Chapter 9 – *Grants and Federal Audit Requirements*.