



Agenda: Board of Trustees
December 5, 2024, at 4 pm
Community Room, Ladd Library

Literacy, Access, & Inclusion

Library Board President – Monica Challenger

- A. Call to Order
- B. Consent Agenda – **Action**
 - Minutes: November 7, 2024
- C. Public Comments and Communications
- D. Foundation Report – Charity Tyler
- E. Friends of the Library Report – Libby Slappey
- F. Board Education: Age Friendly Community at the Library – Kevin Delecki
- G. Library Board Committee Reports
 - Advocacy Committee – Elisabeth Hepworth, Committee Chair
 - No Action
 - Building Committee – Jade Hart, Committee Chair
 - No Action
 - Finance Committee – Chris Casey, Committee Chair
 - No Action
 - Personnel and Policy Committee – Susie McDermott, Committee Chair
 - **Action:** Policy 4.03 Community Postings
 - **Action:** Policy 4.05 Non-Smoking Policy
 - **Action:** Policy 5.02 Fundraising Policy
- H. Library Director's Report
- I. Old Business
- J. New Business
- K. Adjournment

The next Board of Trustees meeting is **January 2, 2025 at 4 pm**, in the Conference Room, Downtown Library.

**DRAFT Meeting Minutes
Cedar Rapids Public Library
Board of Trustees
November 7, 2024**

Board members in attendance: [President] Monica Challenger, Ana McClain Jade Hart, Chris Casey, Susie McDermott, Elisabeth Hepworth (in person); Hassan Selim (via Zoom)

Board members unable to attend: [Vice President] Jeremy Elges, Rafael Jacobo

Staff in attendance: Dara Schmidt, Jessica Musil, Erin Horst, Kevin Delecki (in person); Patrick Duggan (via Zoom)

Others: Libby Slappey, President, Friends of the Cedar Rapids Public Library (via Zoom)

- A. Call to Order
 - Ms. Challenger called the meeting to order at 4 pm.
- B. Consent Agenda – **Action**
 - Minutes:
 - October 3, 2024
 - Special Event Application

Ms. Hart moved to accept the consent agenda. Ms. Hepworth seconded. The action carried with unanimous approval.
- C. Public Comments and Communications
 - There being none, the meeting continued
- D. Foundation Report – Charity Tyler
 - Ms. Schmidt reported for Ms. Tyler, who is unable to join the meeting. Instead, Ms. Tyler is attending a reception to honor her and other nonprofit leaders. Ms. Tyler is a 2024 Spirit of Minnie Rubeck Honoree for her efforts in leading the Inspiring Big Dreams campaign for the new library project. We're proud of her work and her recognition in our community.
 - The remaining 12.7 acres of land owned by the Foundation has been rezoned to suburban/residential for the prospective buyer to continue the purchase. The Foundation is continuing to work through the process before final sale completion. In addition to the promised \$10 million capital campaign on the Library's behalf, any proceeds from the land sale will go into the building project. Ms. McClain asked if we know the anticipated earnings at this time. Ms. Schmidt noted it depends on the property's taxation, which is under investigation, as the difference could be significant. We should know by the end of the calendar year.
 - Campaign continues to go well and working to close the campaign no later than March/April 2025.
 - The joint Foundation and Friends newsletter was mailed the second week of October. The year-end appeal will be forthcoming in the next few weeks. The Foundation will also participate in GivingTuesday and use it as an opportunity to bring awareness to the library project. It will also serve as another opportunity for smaller gifts for those who haven't had a chance to contribute yet.
- E. Friends of the Library Report – Libby Slappey
 - Ms. Slappey reported. The large fall sale was a success, earning \$11,000 with proceeds going toward the Friends' \$250,000 pledge for the Westside Library. Sale shoppers appreciated knowing that the sale would directly impact this project. Volunteer turnout was tremendous to help move books from storage and the sorting center into the library. Ms. Slappey expressed thanks to the volunteers and the board of directors for their coordination. Ms. Schmidt felt that the Friends and volunteers brought so much joy to the

library during the setup and sale. She shared appreciation and thanks for all the hard work.

- Next up, the Friends are preparing for the Very Cherry Holiday event at the Cherry Building on December 7. They will offer giftable books and basement books will be open, offering vintage books and other collectibles.

F. Board Education: Collections Move Report – Erin Horst

- A year ago, the library staff made a major collection change for the downtown library. The committee reviewed data and other information to make recommendations on moving items with a goal to improve overall access. When the library opened in 2013, we made assumptions on where to shelve items and over time, we understand what is working and what needs updated.
- One of the main priorities was to make large print accessible on the first floor as well as improve browsability in the children’s library and reduce loss for certain collections. The committee had to ensure that if a collection was moved, that the new spaces could accommodate the incoming collection. Some of the work could be done during open hours. The biggest moves involved the Fiction area and was completed on the November 2023 all staff day to reduce disruptions.
- Ms. Horst reported on the changes over the past year since the move. Circulation for the large print collection increased by 25%. Spark Kits and Book Club kits, now shelved in a central location, increased by 275%. Science Fiction moved upstairs and despite that showed a 4% increase. They were moved next to Graphic Novels, which were brought closer to a staff station, cutting the loss rate by 75%. Biographies took over the large print space and increased by 11%. Ms. Casey asked materials planning has started for the new library. We have not yet but in general, we know there are some collections to keep by the door and others you wouldn’t. Ms. McDermott asked if kits experience high theft. A majority of the kits are not stolen though consistently the stress relief kit is stolen. The Spark Kits are grouped throughout the library – kits upstairs are for adults, such as crafts, activities, and something to try but not purchase. In the Children’s Library, children can pick from early childhood literacy-based exploratory kits. At this time, we do not circulate toys but have started circulating Tonies players and figurines.
- Feedback surveys were also conducted with staff and patrons. Most of the responses were positive from both groups.

G. Library Board Committee Reports

- Advocacy Committee – Elisabeth Hepworth, Committee Chair
 - Ms. Hepworth did not have a report or action as the committee did not meet in October.
- Building Committee – Jade Hart, Committee Chair
 - Ms. Hart reported. The Westside Library Groundbreaking event happened on Oct. 18. It was a wonderful event, and well attended. The committee invited two vendors to present more on their qualifications for the Urban Plaza refresh project at the downtown library. The hope is to have a contract and start the project kick-off in December.
- Finance Committee – Chris Casey, Committee Chair
 - Ms. Casey reported on the September Financial memo. We are a quarter of the way through the year and would want to see revenues/expenses at 25%. However, several large expenses are due at the beginning of the year, such as Ladd Library’s rental has been paid in full. In time, this will all even out as it does every year. Ms. Casey also noted that energy costs are going up and we’ll ask for an increase for the next FY budget. Otherwise, there are no concerns.
 - We have received our first pay application from Garling for the project. The board approved the contract so we don’t have to approve payment unless there is a contract change. The pay applications will be part of the board packets going forward so the board can see the project’s progress.

- **Action:** Contract Amendment No. 3: OPN Architects for Westside Library Project (original contract amount was \$1,272,100; total contract amount with this amendment is \$1,331,300).
 - We are asking for an amendment to the OPN contract. With the reduced construction cost, we'll be able to pay for the design and construct the landscaping with a Discovery Garden and native plantings. We're working in direct connection with the parks department so the work's timeline is complementary, economical and efficient. The exterior areas of the library will be maintained by the Parks Department so we want their expertise as well when designs are developed. This landscaping work will be done when the library opens regardless of the parks' progress.

The committee recommendation to approve the OPN contract amendment for \$1,331,300 as presented in the packet carried with unanimous approval.

- Personnel and Policy Committee – Susie McDermott, Committee Chair
 - **Action:** Policy 1.01 Bylaws. The committee reviewed the ByLaws and made two recommended changes. First, in Article II, Section 8, the suggested language meets the actual practice for expense processing. Second, in Article V, Section 1, the committee recommended not calling out the Nominating Committee as no others are listed.

The committee recommendation to update the ByLaws as presented in the packet carried with unanimous approval.

- **Action:** Policy 4.06 Use of Security Cameras. This policy outlines how security cameras are used with respect to privacy and within the law. Internal footage is considered a library record and requires a subpoena to obtain to respect the privacy of patrons' use of materials. External cameras are public, and people can request copies, such as for an accident in the parking lot. This process is in alignment with public library records' designation in Iowa law. Ms. Hart asked how often cameras are reviewed for requests. It varies – it can be once a month or several months without a request; and requests are not about materials. Our camera software has the capability to blur a bystander and the materials they have when releasing subpoenaed footage.
- **Action:** Policy 5.00 Foundation and Friends of the Cedar Rapids Public Library. This policy gives basic information on how the Library, Foundation, and Friends work together to benefit the library. The committee did not recommend as they feel the Library has a great working relationship with the respective organizations.

The committee recommendation to approve the reviewed policies as presented in the packet carried with unanimous approval.

H. Library Director's Report

- Ms. Schmidt reported. Today was the first owner/architect/contractor meeting for the Westside Library Project. So far, contractors have completed mass excavation and have dug the basement foundation as well as install foundation tile. Things have slowed down with the recent rains and attempting to dry out the basement, where geothermal equipment will be housed. In next two weeks, the team will pour the basement footings, work on drainage of west parking lot, and bore the geothermal lines. These meetings will occur bi-weekly through the end of the project. Ms. Schmidt is also working with OPN on design change orders, such as adding solar panels and other larger expenses, now that the project has more money. Ms. Casey and Ms. Hepworth shared stories of community excitement over the project.
- Now that the election is over, we can focus on advocacy efforts with elected officials. We know that Republican priority is to reduce taxes, which could impact the library. Final Linn County tax valuations will not be ready until January so our preliminary budget may need to change when the numbers are set. In addition, the FY26 budget is the first one that registered seniors over 65 will have property taxes reduced over a three-year process to

\$0. The library will continue to monitor and hold conversations for both advocacy and finance.

- The current plan ends in June. Ms. Schmidt is starting a new process. With the new building process, it's not the right time to bring in an external consultant. Ms. Schmidt would like to bring a two-year plan that we can accomplish with the opening of the new building. The goal is to have facilitated conversations with staff, high impact community stakeholders, and trustees. The library will ask the public to prioritize suggestions from staff and stakeholders. Staff conversations will begin in December with the goal to bring priorities to the community by April. Ms. Schmidt is grateful we can open a new building for our community. Funding challenges funding may alter hours but a rental location is vulnerable to closure. The groundbreaking event reinforced the importance of this new building for our community.
- As a reminder, the library chose not to hold the staff professional development day on Nov. 11. Instead we're partnering for a joint all staff day in February with five other libraries in the corridor. Trustees are welcome to attend and we'll send a save the date. In the morning, we'll host author Shola Richards as keynote and move to the downtown library for staff-led afternoon sessions. This is the first event we've hosted like this.
- Ms. McDermott wanted to highlight a great story in the director's report submitted by Branch Supervisor Wes Shirley. It's a special story about relationship-building can impact a patron's life to find compassion, housing, and stability during a difficult period.

I. Old Business

- There being no old business, the meeting continued.

J. New Business

- There being no new business, the meeting continued.

K. Adjournment

- There being no further business, the meeting adjourned at 5:13 pm.

The next Board of Trustees meeting will be held on Thursday, December 5, 2024, at 4 pm in the Community Room, Ladd Library

To: Chris Casey, Finance Committee Chair
From: Dara Schmidt
Date: 11/21/2024
Subject: November Meeting Financial Report

I have reviewed the October 2024 financial information. Remember – the budget serves as the City’s financial and spending plan for the year. Regardless of how much money is available by fund – the library must have expense budget to spend. Please see attached reports. When reviewing budget to actual, we assume:

- At least 1/12 of revenue will be received per month (33.3% thru October). Actual revenues are expected to meet or exceed budgeted amounts. Your department depends on these revenue streams to fund expenses.
- No more than 1/12 of discretionary, fleet, facilities, and fuel budget is spent per month (25% thru October since due to processing times, these expenses normally have a 1 month lag).
- For all other expenses, no more than 1/12 of the budget is spent per month (33.3% thru October).

Here are highlights or concerns that you should be aware of, or that need addressed:

Operations – 151XXX:

- **Total revenues (excluding transfers in) are above budget at \$331K or 40% of the \$829K budget.**
- **Total expenditures (excluding transfers out) are \$2.9M or 36% of the \$8.1M budget.**
 - Personal Services are on target with budget at \$2M or 32.9% of the \$6.2M budget (the budget includes reduction of \$141K for refresh).
 - Total discretionary expenses are high at \$450K or 53% of the \$852K budget.
 - Other expenses are high at \$447K or 43% of the \$1.04M budget.
 - Full fiscal year of Ladd Library rent has posted to 524100.
 - Facilities Maintenance Services has posted thru September for \$67K.
 - Energy Management has been billed thru October for \$2,134.40.

Special Revenue – 7010XX:

- Total revenues are below target at \$24K or 12% of the \$200K budget.
- Total expenditures (excluding transfers out) are \$92K or 16% of the \$560K budget.
 - Personal Services is currently on track with budget at 20% or \$34K of budgeted \$169K.

CIP – 316XXX:

- Total expenditures (excluding transfers out) are \$2.38M or 22% of the \$10.6M budget.
- The contract for refreshing the downtown library’s plaza is included in the packet. As this cost is under \$50,000, it does not need board approval but is included for transparency.

Westside Library:

The second construction billing of \$523,330.01 out of the \$15,544,762.45 is included for transparency this month.

City of Cedar Rapids
 151 General Fund - Library
 2024-10-31

Account Name	Account	Prior Fiscal Year 2024 YTD Actuals	Current Fiscal Year 2025 Adjusted Budget	Current Fiscal Year 2025 YTD Actuals	Favorable (Unfavorable) Variance	Percent of Budget Received Spent	Current Month 2025 Actuals
Revenue							
Taxes							
Total Taxes		-	-	-	-	0%	-
Intergovernmental Revenue							
State Operating	422001	31,207.43	115,000.00	30,776.85	(84,223.15)	27%	30,776.85
Local Govt Grants and Reimb	423000	197,570.95	300,000.00	191,240.44	(108,759.56)	64%	-
Total Intergovernmental Revenue		228,778.38	415,000.00	222,017.29	(192,982.71)	53%	30,776.85
Other Revenue							
Printing & Duplicating of Form	431006	10,562.09	25,000.00	10,830.76	(14,169.24)	43%	2,827.76
Dept Charges-External to City	431012	57,172.32	259,792.00	64,073.54	(195,718.46)	25%	21,543.20
Library User Fees - Not Fines	431201	9,405.64	10,600.00	16,819.03	6,219.03	159%	6,924.46
Building Rental	461001	13,547.80	43,455.00	17,044.80	(26,410.20)	39%	5,970.20
Postage / Handling	471001	7.00	-	-	-	0%	-
Contributions & Donations	471002	4,987.00	70,000.00	-	(70,000.00)	0%	-
Sale of Inventory	471003	129.33	2,000.00	218.65	(1,781.35)	11%	61.35
Damage Recoveries	471004	25.00	-	-	-	0%	-
Other Miscellaneous Revenue	471005	25.00	3,500.00	-	(3,500.00)	0%	-
Cash Over (Under)	471007	(24.43)	-	(1.85)	(1.85)	0%	(6.99)
Total Other Revenue		95,836.75	414,347.00	108,984.93	(305,362.07)	26%	37,319.98
Proceeds of Long Term Liabilities							
Total Proceeds of Long Term Liabilities		-	-	-	-	0%	-
Transfers In							
Total Transfers In		-	-	-	-	0%	-
Total Revenue		324,615.13	829,347.00	331,002.22	(498,344.78)	40%	68,096.83
Expenditures							
Personal Services							
Regular Employees	511100	1,391,640.41	4,379,864.00	1,476,412.39	2,903,451.61	34%	363,641.63
Temporary/Seasonal Employees	511200	7,759.50	43,368.40	9,828.00	33,540.40	23%	-
Overtime	511300	26,817.90	114,773.40	25,379.63	89,393.77	22%	7,659.33
Other Special Pays	511400	3,394.90	17,158.00	7,114.76	10,043.24	41%	7,114.76
Group Insurance	512100	212,073.16	818,207.00	250,932.49	567,274.51	31%	61,251.28
Social Security Contributions	512200	108,315.29	348,485.00	113,695.08	234,789.92	33%	25,321.81
Retirement Contribution	512300	136,384.59	431,057.00	142,849.83	288,207.17	33%	31,720.30
Workers' Compensation	512500	24,723.16	61,747.00	19,936.20	41,810.80	32%	4,362.60
Other Employee Benefits	512600	2,290.46	3,162.00	943.97	2,218.03	30%	220.63
Total Personal Services		1,913,399.37	6,217,821.80	2,047,092.35	4,170,729.45	32.9%	501,292.34
Discretionary Expenses							
Advertising & Marketing	521100	1,800.42	5,000.00	3,378.39	1,621.61	68%	395.60
Consulting & Technical Service	521104	-	10,000.00	-	10,000.00	0%	-
External Contracted Labor	521105	88,796.23	125,466.00	14,431.16	111,034.84	12%	4,171.70
Health Services	521106	150.45	-	79.65	(79.65)	0%	-
Legal Services	521107	7,751.18	-	10,717.29	(10,717.29)	0%	6,102.16
Other Professional Services	521108	536.00	9,523.63	49.38	9,474.25	1%	-
External Banking/Financial Fee	521109	4,717.23	20,700.00	4,358.35	16,341.65	21%	1,664.88
Security Services	521110	-	5,000.00	348.77	4,651.23	7%	-
Computer Hardware	522100	36,905.88	35,000.00	30,968.44	4,031.56	88%	880.00
Computer Software Maintenance	522101	168,174.94	222,220.00	193,256.37	28,963.63	87%	140.75
IT Services - External	522102	13,478.43	75,500.00	23,719.11	51,780.89	31%	6,830.00
Building & Grounds Services	522104	-	15,000.00	4,372.18	10,627.82	29%	2,485.78
Equip/Furniture/Fixtures Serv	522105	-	9,000.00	2,980.00	6,020.00	33%	-
Phone Services	523107	9,955.88	35,950.00	10,574.56	25,375.44	29%	2,493.19
Rental of Equip & Vehicles	524101	947.20	500.00	-	500.00	0%	-
Printing, Binding, & Duplicate	525102	3,885.92	15,950.00	6,058.24	9,891.76	38%	5,724.94
Awards & Recognition	531102	-	250.00	-	250.00	0%	-
Books & Subscriptions	531103	116,749.96	109,171.80	94,828.05	14,343.75	87%	10,400.44
Cleaning & Janitorial Supplies	531105	-	1,250.00	117.66	1,132.34	9%	-
Computer Supplies	531106	783.91	5,000.00	754.60	4,245.40	15%	252.97
Equipment/Furniture/Fixtures	531109	1,739.20	11,500.00	10,054.27	1,445.73	87%	265.84
Photography Supplies	531110	-	300.00	-	300.00	0%	-
Miscellaneous Supplies	531114	-	2,000.00	-	2,000.00	0%	-
Office Supplies	531116	3,070.02	15,320.00	4,761.91	10,558.09	31%	771.68
Paint Supplies	531117	-	-	763.48	(763.48)	0%	728.13
Program Supplies	531118	14,091.50	37,000.00	16,877.95	20,122.05	46%	4,720.23
Shop Supplies	531119	7.99	250.00	263.64	(13.64)	105%	179.01
Sign & Signal Supplies	531120	113.78	-	-	-	0%	-
Uniforms	531123	-	1,694.00	-	1,694.00	0%	-
Personal Protective Gear	531124	98.13	-	230.16	(230.16)	0%	-
LP Gas	532103	-	-	33.54	(33.54)	0%	33.54
Building & Grounds Supplies	533100	11,877.64	34,241.28	1,017.08	33,224.20	3%	384.00

City of Cedar Rapids
 151 General Fund - Library
 2024-10-31

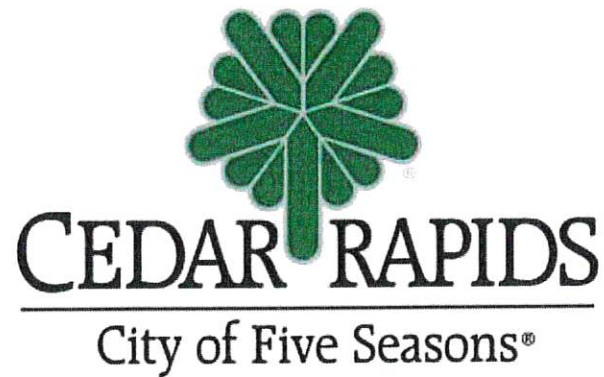
Account Name	Account	Prior Fiscal Year 2024 YTD Actuals	Current Fiscal Year 2025 Adjusted Budget	Current Fiscal Year 2025 YTD Actuals	Favorable (Unfavorable) Variance	Percent of Budget Received Spent	Current Month 2025 Actuals
Equip/Furniture/Fixtures Parts	533101	-	-	2,029.82	(2,029.82)	0%	312.04
Conferences, Training, Travel	542102	8,701.71	23,200.00	10,179.11	13,020.89	44%	2,195.59
Dues & Memberships	542103	781.00	10,000.00	475.00	9,525.00	5%	-
Licensing Fees	542106	30.00	-	-	-	0%	-
Postage & Freight	542108	2,244.46	13,500.00	1,972.40	11,527.60	15%	9.95
Mileage Reimbursement	542111	455.35	3,000.00	819.40	2,180.60	27%	208.84
Total Discretionary Expenses		497,844.41	852,486.71	450,469.96	402,016.75	53%	51,351.26
Other Expenses							
City Accounting Services	521113	28,500.00	-	-	-	0%	-
Administrative Area Charges	521114	125.00	-	-	-	0%	-
Routine City Facility Charges	522107	30,664.77	325,603.18	68,746.76	256,856.42	21%	25,656.86
Routine City Fleet Charges	522108	431.81	1,150.00	1,935.56	(785.56)	168%	-
City Information Tech Services	522109	2,057.40	-	-	-	0%	-
Electricity	523100	69,217.24	243,800.00	77,625.79	166,174.21	32%	38,323.11
Natural Gas	523103	70.94	4,500.00	133.09	4,366.91	3%	14.54
Rental of Land & Buildings	524100	226,426.54	249,000.00	227,187.04	21,812.96	91%	3,265.00
Liability Insurance	525104	15,975.68	46,866.00	16,579.22	30,286.78	35%	3,905.50
Property Insurance	525107	45,309.32	162,212.00	54,070.68	108,141.32	33%	13,517.67
Vehicle Insurance	525108	433.32	1,500.00	500.00	1,000.00	33%	125.00
Gasoline Fuel	532101	67.86	498.58	170.85	327.73	34%	-
Total Other Expenses		419,279.88	1,035,129.76	446,948.99	588,180.77	43%	84,807.68
Capital Outlay							
Total Capital Outlay		-	-	-	-	0%	-
Debt Service							
Total Debt Service		-	-	-	-	0%	-
Transfers Out							
Transfer Out-Inter	571100	-	20,000.00	-	20,000.00	0%	-
Total Transfers Out		-	20,000.00	-	20,000.00	0%	-
Total Expenditures		2,830,523.66	8,125,438.27	2,944,511.30	5,180,926.97	36%	637,451.28
Net Revenues over/(under) Expenditures		(2,505,908.53)	(7,296,091.27)	(2,613,509.08)	4,682,582.19		(569,354.45)



"Cedar Rapids is a vibrant urban hometown – a beacon for people and businesses that are invested in building a greater community now and for the next generation."

Contract Cover Sheet

<u>CONTRACT INFORMATION</u>	
Requesting/Managing Department	Cedar Rapids Public Library/Facility Maintenance Services
Preparing Department	Purchasing Services
Contract Name	Design Services for Refresh of Main Library Plaza
Consultant Name	Fehr Graham Engineering & Environmental
Estimated Amount	\$49,000
Funding Source(s)	316-316000-316700
Contract Number/RFP/RFB/RFQ Number	PUR0824-061
City Council Resolution Number	
CIP / DID Number (On Base # - City Clerk)	PUR0824-061
Term	Date Contract is executed through May 31, 2025
Type	Firm Fixed Fee
Summary	The project will include design and construction support for a refresh of the Main Library Plaza
<u>CONTRACT PERSONNEL</u>	
Requestor's Name	Dara Schmidt/Jason Stancliffe
Contract Administrator	Heather Mell
Project Manager	Dara Schmidt/Jason Stancliffe
Department Director	Dara Schmidt/Amanda Grieder
AP Specialist Assigned	Amanda Bolton/Marsha Otto
Purchasing Agent	Heather Mell



CONTRACT FOR DESIGN SERVICES TO REFRESH MAIN LIBRARY PLAZA

BETWEEN

THE CITY OF CEDAR RAPIDS

AND

FEHR GRAHAM ENGINEERING & ENVIRONMENTAL

CONTRACT NUMBER

PUR0824-061

Prepared by
City of Cedar Rapids
Finance Department - Purchasing Services Division

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ATTACHMENTS:		
A	SCOPE OF SERVICES	
B	CONSULTANT INSURANCE REQUIREMENTS AND DOCUMENTS	

Contract #PUR0824-061

This agreement, hereinafter referred to as "Contract", is by and between Fehr Graham Engineering & Environmental, hereinafter called "Consultant" and the City of Cedar Rapids, Iowa, hereinafter called "City" and is to be effective on the date it is executed by the City as shown herein below. Both Parties may be referred individually as "Party" and jointly as "Parties".

The Consultant and the City, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

1.0 GENERAL CONTRACT

- 1.1 In accordance with the provisions and conditions of this Contract, Consultant hereby freely enters into this Contract for the purpose of providing Services to the City and to be compensated for the Services. Execution of this Contract by the Consultant and the City constitutes written authorization to the Consultant to proceed with the Scope of Services contained herein.
- 1.2 Special terms and conditions specific to this Contract are found in Attachment A, SCOPE OF SERVICES.

2.0 DEFINITIONS

- 2.1 "Project" shall be the City description of the essence of what is being accomplished through the performance of this Contract.
- 2.2 "Services" shall mean all necessary labor, transportation, equipment, materials, apparatus, information, data and other items necessary to accomplish the Scope of Services as defined in this Contract in Section 4.0 and Attachment A, SCOPE OF SERVICES.
- 2.3 "Documents" shall mean drawings, design plans, specifications, photos, reports, information, observations, calculations, notes, electronic media, survey notes, special studies, personnel information, and any other records or reports, accounting records, data or information, in any form, prepared, collected, or received by Consultant, or its Subconsultants, if any, in connection with any or all of the Services associated with this Contract.
- 2.4 "Subconsultant" shall mean any person or entity retained by the Consultant as an independent Consultant to provide a portion of the core Services required for completion of the Services specified in this Contract.
- 2.5 "Contract Number" shall be a unique number used by the City as reference for this Contract.

3.0 TERM OF CONTRACT

- 3.1 The initial term of the Contract shall commence on the date the City executes the Contract and shall end on May 31, 2025.
- 3.2 The Contract may be extended by written mutual agreement by the City and the Consultant.

4.0 SCOPE OF SERVICES

- 4.1 The Consultant shall, at its sole cost and expense, provide, perform and complete all Services in full compliance with and as required by or pursuant to this Contract and as defined in Attachment A, SCOPE OF SERVICES, which is attached and made a part hereof.
- 4.2 The Consultant shall not commence or perform any Services outside the Scope of Services or change the Scope of Services until authorized in writing by the City Manager, as documented in Section 28.0 of this Contract. No changes to the Scope of Services shall be valid unless made in writing and agreed to by both the City and the Consultant and documented as an amendment to this Contract.
- 4.3 The City reserves the right to make changes to the Scope of Services to be provided which are within the Project.

5.0 CITY'S RESPONSIBILITIES

City's responsibilities for this Project are included in Attachment A, SCOPE OF SERVICES.

6.0 COMPENSATION FOR SERVICES

- 6.1 The City shall compensate the Consultant for the Scope of Services provided under this contract, described in Attachment A. Compensation shall be a firm-fixed fee not to exceed \$49,000, invoiced monthly based on percentage of project completed.

- 6.2 Only allocable expenses and Services rendered on or after the execution date of this Contract shall be eligible for compensation.
- 6.3 Actual travel time to and from the work location is not reimbursable under this contract.
- 6.4 Surcharges (i.e. fuel surcharges, restocking) shall NOT be allowed to be added to invoices as an additional line item.
- 6.5 No price escalation will be allowed during the term of this Contract.

7.0 INVOICE PROCEDURE AND PAYMENT TERMS

7.1 Invoice Procedure

- 7.1.1 Invoices should be submitted within thirty (30) days after the Services are completed.
- 7.1.2 All invoices and supporting documentation shall be submitted at the intervals as agreed upon:

In a PDF format via e-mail to: accountspayable@cedar-rapids.org or
Via US mail to: City of Cedar Rapids Finance Department – Accounts Payable
101 First Street SE, PO Box 2148
Cedar Rapids, IA 52406-2148

- 7.1.3 As a minimum, Consultant invoices shall include the following information:

- Consultant name and address
- Date of Services
- City PO number
- Description of Services
- Percent of project completed
- The total amount being invoiced
- The Project Number / Contract Number (#PUR0824-061)

- 7.1.4 The City of Cedar Rapids is exempt from sales tax and certain other use taxes. Any charges for taxes from which the City is exempt will be deducted from invoices before payment is made. The Cedar Rapids Tax ID number is 42-6004336.

7.2 Payment Terms

- 7.2.1 Payment terms for Services authorized under this Contract shall be net forty-five (45) days, less any applicable retainage, upon receipt of an acceptable original invoice, as noted in Section 7.1.2, and after Services are provided and accepted and all required invoice support documentation is received in a format acceptable to the City.
- 7.2.2 All payments due hereunder shall be paid in U.S. Dollars.
- 7.2.3 The City may withhold payment per Section 12.0 of this Contract.

8.0 TREATMENT OF DOCUMENTS

8.1 Ownership

All documents and other materials prepared by the Consultant in connection with this project are the City's sole property in which the Consultant has no proprietary or other rights or interests. All reports, documents, information, and any materials furnished to the Consultant by the City shall remain the sole property of the City. Nothing written in this paragraph, however, will be interpreted to forbid the Consultant from retaining a single copy of information for its files.

8.2 Confidentiality

Any individual subcontracted or employed by the Consultant with authorized access to personnel information documents, if any, is given access to use any personnel information in the documents solely for the purpose of performing the Services of the Contract and must not divulge this information to anyone without a need to know. Confidentiality of personnel information contained in the documents shall survive the completion or termination of the Contract subject to applicable state statutes.

8.3 Disposal

If at any time during the performance of the Contract or following completion or termination of the Contract, Consultant and/or its Subconsultants choose to dispose of documents, disposal of documents shall:

- a) comply with any retention requirements of the Contract, and
- b) be in a manner such that documents or information in the documents is unable to be read, interpreted, reproduced, copied or duplicated in any fashion.

8.4 Access/Retention

During the term of the Contract or following completion or termination of the Contract the Consultant and its Subconsultants, if any, shall maintain all accounting records and other documentation generated in providing the Services under the Contract.

The City or any duly authorized representative of the City shall have access to all such information for the purpose of inspection, audit and copying during normal business hours. All such information shall be retained for five (5) years from the date of final payment and after all other pending matters under the Contract are closed.

This access shall be made available to the City or duly authorized agent and shall be considered incidental to the Scope of Services contained herein. As such, there shall be no additional compensation allowed the Consultant for maintaining this information and allowing the herein described access.

9.0 **AUDITS**

9.1 The City shall be allowed to audit the Consultant's records prior to considering an amendment to the Contract, Schedule, or Scope of Services.

9.2 If Project is funded in any way utilizing Federal Funds the Consultant acknowledges that it may be required to submit to an audit of funds paid through this Contract and as may be conducted in accordance with provisions of the Office of Management and Budget Circular A-133 (Audit of States, Local Government and Non-Profit Organizations).

10.0 **INDEPENDENT CONSULTANT**

Both Parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one Party shall not be deemed or construed to be the employees or agents of the other Party for any purposes whatsoever.

11.0 **TERMINATION**

11.1 Termination of Contract for Convenience

The City may terminate the Contract at any time by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least thirty (30) calendar days before the effective date of such termination. In that event, all finished or unfinished Services, reports, materials(s) prepared or furnished by the Consultant under this Contract shall, at the option of the City, become its property. If the Contract is terminated by the City as provided herein, the Consultant shall be paid for all Services which have been authorized, provided, and approved up to the effective date of termination. The City will not be subject to any termination fees from the Consultant.

11.2 Default and Termination for Cause

If through any cause, the Consultant shall fail to fulfill in a timely and proper manner its obligations or if the Consultant shall violate any of the terms or conditions of this Contract, the City shall thereupon have the right to terminate the Contract by giving written notice to the Consultant of such termination and specifying the effective date of termination. In that event, and as of the time notice is given by the City, all completed Services, documents, and delivered materials shall, at the option of the City, become its property, and the Consultant shall be entitled to receive compensation for any satisfactory Services completed, and delivered materials. Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damage sustained by the City by virtue of breach of the Contract by the Consultant and the City may withhold any payments to the Consultant for the purpose of set off until such time as the exact amount of damages due the City are determined.

11.3 Termination Notices

Termination notices sent hereunder shall be sent via mail that requires receipt acknowledgment, or by email or facsimile with first-class mail backup to Consultant and to City at their respective addresses and to the primary city contact listed in Section 32.0 of this Contract or to such other address/person as the Parties shall provide.

12.0 CITY'S RIGHT TO WITHHOLD

- 12.1 Notwithstanding any other provision of this Contract and without prejudice to any of City's other rights or remedies, the City shall have the right at any time or times, whether before or after approval of any pay request, to deduct and withhold from any payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate City for any actual or prospective loss due to:
- a) Services that are defective, inaccurate, flawed, unsuitable, nonconforming or incomplete due to negligence of the Consultant;
 - b) Damage for which Consultant is liable under this Contract;
 - c) Valid liens or claims of lien;
 - d) Valid claims of Subconsultants or other persons;
 - e) Delay in the progress or completion of the Services;
 - f) Inability of Consultant to complete the Services;
 - g) Failure of Consultant to properly complete or document any pay request or invoice;
 - h) Any other failure of Consultant to perform any of its obligations under this Contract; or
 - i) The cost to City, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of City's remedies set forth in this Contract.
- 12.2 The City shall be entitled to retain any and all amounts withheld until the Consultant shall have either performed the obligations in question or furnished security for such performance satisfactory to the City. The City shall be entitled to apply any money withheld or any other money due Consultant under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees, and administrative expenses incurred, suffered, or sustained by the City and chargeable to Consultant under this Contract.

13.0 INSURANCE

- 13.1 Prior to the start of the Services, and at all times during the term of the Services and this Contract, and any extensions thereof, the Consultant shall purchase, at its own expense, and maintain insurance with companies in good standing and acceptable to the City. Such insurance will protect the Consultant from liability and claims for injuries and damages which may arise out of or result from the Consultant's operations under this Contract and for which the Consultant may be liable, whether such operations are by the Consultant or by a Subconsultant or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.
- 13.2 For the protection of the Consultant and the City, but without restricting or waiving any obligations of the Consultant herein contained, the Consultant shall insure the risks associated with the Services and this Contract with minimum coverages and limits as set forth in Attachment B, INSURANCE REQUIREMENTS AND DOCUMENTS.

14.0 CONTROLLING LAW

This Contract shall be governed, interpreted and enforced in accordance with all applicable federal, State of Iowa, and local laws, ordinances, licenses and regulations of a governmental body having jurisdiction and shall apply to the Contract throughout, as the case may be. The Consultant certifies that in performing this Contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders.

15.0 REGULATORY AGENCY COMPLIANCE

Compliance with laws and regulations set forth by regulatory agencies is required. These agencies include, but are not limited to, OSHA – Occupational Safety & Health Agency, EPA – Environmental Protection Agency, ICC – Interstate Commerce Commission, DNR – Department of Natural Resources, and DOT – Department of Transportation. The City of Cedar Rapids expects that Consultants will offer expertise on conformance of regulations applying to the Services they provide.

16.0 FORCE MAJEURE

Force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act therefore; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class or kind specifically named or referred to herein, not within the reasonable control of the Party affected. A delay in or failure of performance of either Party shall not constitute a default hereunder nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or

failure is caused by force majeure. The Party who is prevented from performing by force majeure shall be obligated, within a period not to exceed fourteen (14) days after the occurrence or detection of any such event, to give notice to the other Party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and shall remedy such cause as soon as reasonably possible, as mutually agreed between the Parties.

17.0 DISPUTES

- 17.1 Should any disputes arise with respect to this Contract; the Parties agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
- 17.2 The Consultant agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute and the City shall continue to make payment for all Services properly performed. Should the Consultant fail to continue to perform its responsibilities regarding all non-disputed Services, without delay, any additional costs incurred by the City or the Consultant as a result of such failure to proceed shall be borne by the Consultant.
- 17.3 The unintentional delayed payment by the City to the Consultant of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for Consultant to stop or delay Services according to Attachment A, SCOPE OF SERVICES.

18.0 INDEMNIFICATION

The Consultant shall, and hereby agrees to, protect, defend, indemnify and hold harmless the City of Cedar Rapids, its officers and employees from any and all claims, settlements, judgments, and damages of every kind and nature made, to include all costs associated with the investigation and defense of any claim, rendered or incurred by or on behalf of the City, its officers, and employees, that may arise, occur, or grow out of any errors, omissions, or acts, done by the Consultant, its employees, Subconsultants or any independent Consultants working under the direction of either the Consultant or Subconsultant in the performance of this Contract.

- 18.1 To the fullest extent permitted by law, Consultant will agree to defend, indemnify, and hold harmless the City against any and all claims, demands, suits, or loss, and for any damages which may be asserted, claimed or recovered against or from the City by reason of personal injury, including bodily injury or death, and property damages, including loss of use thereof, caused by Consultant's negligent acts, errors or omissions in performing the work and/or services provided by Consultant to the City pursuant to the provisions of this contract. It is the intention of the parties that the City shall not be liable or in any way responsible for injury, damage, liability, loss or expense incurred by Consultant, its officers, employees, subcontractors, and others affiliated with Consultant due to accidents, mishaps, misconduct, negligence or injuries either in person or property resulting from the negligent acts, errors or omissions of Consultant.
- 18.2 Consultant will assume full responsibility for any and all damage or injuries which may result to any person or property by reason of Consultant's negligent acts, errors or omissions in connection with the work and/or services provided by Consultant to the City pursuant to this contract, and agrees to pay the City for all damages caused to the City' premises resulting from the negligent acts, errors or omissions of Consultant.
- 18.3 Consultant represents that its activities pursuant to the provisions of this contract will be performed and supervised by adequately trained and qualified personnel, and Consultant will observe, and cause its officers, employees, sub-consultants, and others affiliated with Consultant to observe all applicable safety rules.
- 18.4 The requirement of any party to this contract to indemnify another party shall not include the obligation to indemnify, hold harmless, or defend any other party to the agreement, including the indemnitee's employees, consultants, agents, or others for whom the indemnitee is responsible, against liability, claims, damages, losses, or expenses, including attorney fees, to the extent caused by or resulting from the negligent act, error, or omission of the indemnitee or of the indemnitee's employees, consultants, agents, or others for whom the indemnitee is responsible. This limitation does not apply to an insurer's obligation to its insureds under any insurance policy or agreement, or any obligation of strict liability otherwise imposed by law.
- 18.5 For purposes of this paragraph, the term "Consultant" means and includes the Consultant, its officers, agents, employees, sub-consultants, and others for whom Consultant is legally liable, and the term "City" means and includes the City of Cedar Rapids, Iowa its Mayor, City Council members, employees, and volunteers.

19.0 WARRANTIES

19.1 Standard of Care and Issues of Liability

- 19.1.1 The Consultant shall perform services for, and furnish deliverables to, the City pertaining to the Project as set forth in this Contract. The Consultant shall possess a degree of learning, care and skill ordinarily possessed by reputable professionals, practicing in this area under similar circumstances. The Consultant shall use reasonable diligence and professional judgment in the exercise of skill and application of learning.
- 19.1.2 Consultant represents that the Services and all of its components shall be free of defects caused by negligence; shall be performed in a manner consistent with the standard of care of other professional service providers in a similar industry and application; shall conform to the requirements of this Contract; and shall be sufficient and suitable for the purposes expressed in this Contract.
- 19.1.3 Consultant shall be responsible for the quality, technical accuracy, completeness and coordination of all Documents and other items and Services under this Contract. Consultant shall, promptly and without charge, provide all corrective Services necessary as a result of Consultant's negligent acts, errors, or omissions, with respect to the quality and accuracy of Services and Documents.
- 19.1.4 Consultant shall be responsible for any and all damages to property or persons as a result of Consultant's negligent acts, errors, or omissions, and for any losses or costs to repair or remedy any work undertaken by City based upon the Services as a result of any such negligent acts, errors, or omissions.
- 19.1.5 Except as set forth in Section 18 above, Consultant's obligations under this Section shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of City or Consultant.

19.2 Warranties – Intellectual Property

Consultant represents and warrants that all the materials, goods and services produced, or provided to the City pursuant to the terms of this Contract shall be wholly original with the Consultant or that the Consultant has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such materials, goods and services. The Consultant represents and warrants that the materials, goods and services, and the City's use of same, and the exercise by the City of the rights granted by the Contract shall not infringe upon any other work or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm, or corporation. Consultant further represents and warrants that the materials and Services do not infringe upon the copyright, trademark, trade name, trade dress patent, statutory, common law or any other rights of any person, firm or corporation or other entity. The Consultant represents and warrants that it is the owner of or otherwise has the right to use and distribute the Services contemplated by this Contract.

20.0 GENERAL TERMS

- 20.1 For projects equal to or greater than \$50,000 Section 4.03 of the Cedar Rapids Municipal Code requires that no Contract shall be deemed to be created or exist unless and until the City Council has adopted a resolution to award the project and to authorize the City Manager to sign the Contract.
- 20.2 The Consultant hereby certifies, pursuant to 2 CFR pt. 180 and 2 CFR pt. 3000, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Contract by any federal agency. The Consultant further certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracts with the City of Cedar Rapids or the State of Iowa.
- 20.3 All Attachments referred to in this Contract are hereby incorporated herein by this reference.
- 20.4 The invalidity or unenforceability of any particular provision(s) of this Contract shall not affect the other provisions hereof, and this Contract shall be construed in all respects as if such invalid or unenforceable provision was omitted, and this Contract shall remain in full force and effect.

21.0 ENTIRE CONTRACT

This Contract and its Attachments contain the entire agreement and understanding by and between the parties with respect to the subject matter hereof, and no representations, promises, agreements, or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by the Party against whom such waiver is sought to be enforced.

22.0 ASSIGNMENT

22.1 The City and the Consultant each is hereby bound and the partners, successors, executors, administrators and legal representatives of the City and the Consultant are hereby bound to the other Party to this Contract and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other Party, in respect of all covenants, agreements and obligations of this Contract.

22.2 Any assignment or attempt at assignment made without prior written consent of the City shall be void.

23.0 SUBCONTRACTING

23.1 The Services relating to this Contract, or any portion thereof, unless documented in this Contract, may not be subcontracted without the prior written approval by the City Manager in the form of a Contract amendment, as documented in Section 28.0 of this Contract.

23.2 Requests to add Subconsultants shall be in writing and shall name the Services to be provided, the organization which will provide the Services, and the value of the Services to be provided and shall only be added by written amendment to this Contract.

23.3 Subconsultants which are shown as part of this Contract shall be deemed to be approved when this Contract is executed.

23.4 Subconsultants shall meet and be held to all of the terms and conditions of this Contract by the Consultant.

24.0 NON-DISCRIMINATION AND EQUAL OPPORTUNITY

All Consultants and Subconsultants that engage in contracts with the City of Cedar Rapids, Iowa agree as follows:

24.1 The Consultants and Subconsultants will not discriminate against any employee or applicant for employment because of race, sex, color, creed, ancestry, national origin, marital status, families with children, religion, age, disability, sexual orientation, gender identity, genetic information, status with regard to public assistance, status as a veteran or any classification protected by federal, state, or local law, (Protected Classes) except where age and sex are essential bona fide occupational requirements, or where disability is a bona fide occupational disqualification. Such action shall include, but not be limited to the following; (a) Employment, (b) Upgrading, (c) Demotion or transfer, (d) Recruitment and advertising, (e) Layoff or termination, (f) Rate of pay or other forms of compensation, and (g) Selection for training, including apprenticeship.

24.2 The Consultant and Subconsultant further assures that managers and employees comply with both the spirit and intent of federal, state, and local legislation, government regulation, and executive orders in providing affirmative action as well as equal opportunity without regard to the protected classes, as stated above.

24.3 The Consultant and Subconsultant will include, or incorporate by reference, the provisions of the nondiscrimination clause in every contract or subcontract unless exempt by the rules, regulations or orders of the City's Affirmative Action Program and will provide in every contract or subcontract that said provision will be binding upon each Consultant and Subconsultant.

25.0 ADA COMPLIANCE

25.1. The Consultant shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101 et seq.) and applicable Federal regulations under the Act <https://www.law.cornell.edu/uscode/text/42/12101>.

25.2. Bids for design, construction, programs, policies and concessions of any type shall comply with the 2010 Standards for Accessible Design, the ADA title II regulation - <https://www.ada.gov/regs2010/2010ADASTandards/2010ADASTandards.htm>, Section 504 of the 1973 Rehabilitation Act <https://www.ada.gov/cguide.htm#anchor65610>, and similar statutes and regulations prohibiting discrimination on the basis of disability.

25.3. The Consultant shall ensure that its websites and all online services, including those websites or online services provided by third parties upon which Cedar Rapids relies to provide services or content, comply with, at minimum, Web Content Accessibility Guidelines - WCAG 2.0 AA.

25.4. It is the responsibility of the Consultant to understand and implement the Accessible Design specifications indicated above (Article 26.1 and 26.2) into all applicable designs, including being aware of and making design considerations for expected field or manufacturing tolerances, as stated in article 104.1.1 of the 2010 ADA Standards for Accessible Design. Further, the Consultant is responsible to make the Contractor aware of the

specifications and tolerances, for projects that involve ADA applicable items. Any subsequent inspection of installations, facilities, or construction that results in failure to meet the Accessible Design parameters due to improper design, these items shall be removed and replaced at the expense of the Consultant.

25.5. Required Adherence to 2010 ADA Standards for Accessible Design:

All work completed on any City of Cedar Rapids project will require strict adherence to the 2010 ADA Standards for Accessible Design. All aspects of the ADA codes for accessibility compliance will be monitored, audited and will require acceptance from the City of Cedar Rapids' ADA Accessibility Team via field audit, verification and documentation prior to any work being accepted or eligible for payment. Notice should be provided to the ADA Accessibility Team no less than two weeks prior to expected substantial completion so field audits can be scheduled and performed in a timely fashion. Failure to schedule these audits by the Contractor may result in delays in verifications and payment for completed work. Requests for audits should be directed to ADA-Audit-Request@cedar-rapids.org. After the audit is completed, the Contractor shall receive written notification of any failures requiring correction or a letter stating that the project is acceptable, whichever may apply. All ADA compliance work will be audited using a 2' (2 foot long) electronic inclinometer (2' electronic level) only. No other instrument will be an acceptable tool for measurement of slope on a City of Cedar Rapids Construction Project. ADA compliance requirements provide no construction tolerance whatsoever outside of that which is contained within the specification's allowable tolerances. (i.e.: For cross slope in an accessible route, the maximum slope allowed is 2.083% slope. The tolerance in this example is 0-2.083% and nothing more. 2.1% would constitute failure in this scenario.)

26.0 NON-COLLUSION STATEMENT

26.1 Neither the Consultant, nor anyone in the employment of the Consultant, has employed any person to solicit or procure this Contract nor will the Consultant make any payment or agreement for payment of any compensation in connection with this Contract.

26.2 There is no contract, agreement or arrangement, either oral or written, expressed or implied, contemplating any division of compensation for Services provided under this Contract, or participation therein, directly or indirectly, by any other person, firm or corporation, except as documented in this Contract.

26.3 Neither the Consultant, nor anyone in the employment of the Consultant, has either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive procurement in connection with this Contract.

27.0 CONFLICT OF INTEREST

Consultant represents, warrants, and covenants that no relationship exists or will exist during the Contract period between the Consultant and the City that is a conflict of interest. No employee, officer or agent of the Consultant or Subconsultant shall participate in the selection or in the award or administration of a subcontract if a conflict of interest, real or apparent, exists. The provisions of Iowa Code ch. 68B shall apply to this Contract. If a conflict of interest is proven to the City, the City may terminate the Contract, and Consultant shall be liable for any excess costs to the City as a result of the conflict of interest. The Consultant shall establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties. The Consultant shall report any potential, real, or apparent conflict of interest to the City.

28.0 CONTRACT AMENDMENTS

28.1 No alteration, change, or modification of the Scope of Services, Schedule, or any of the terms or conditions of this Contract shall be valid unless made by written amendment.

28.2 This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract and signed by the City Manager.

28.3 The Consultant shall not commence any Service not included in the Scope of Services or change the schedule until authorized in writing by the City Manager in the form of a Contract amendment.

28.4 The Consultant shall not exceed the maximum fees, as noted in Section 6.0, without a prior written request to the City Purchasing Agent and authorization by written amendment to this Contract, including a change to the Scope of Services. The written request shall include documentation and justification for such request including a detailed cost and schedule impact to the Project.

28.5 Consultant shall make no claim for additional compensation in the absence of a written contract amendment to this Contract.

29.0 CLOSEOUT OF AGREEMENT

Upon completion of the Services included in this Contract, the Consultant shall submit the following:

- All documents requested by the City
- A final invoice

30.0 SURVIVAL

All express representations and indemnifications made in or given in this Contract will survive the completion of all Services of the Consultant under this Contract or the termination of this Contract for any reason subject to applicable state statutes.

31.0 SEVERABILITY

Any provision or part of this Contract held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Contract shall be amended to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

32.0 PRIMARY CONTACTS

City – Contract Administrator:		Consultant – Contract Administrator:	
Heather Mell, CPPB		Nathan P. Kass, PE	
City of Cedar Rapids, Iowa		Fehr Graham Engineering & Environmental	
101 First Street SE		200 5th Avenue SE, Suite 100	
Cedar Rapids, Iowa 52401		Cedar Rapids, IA 52401	
Phone	(319) 286-5117	Phone	(319) 294-6909
E-Mail	h.mell@cedar-rapids.org	E-Mail	nkass@fehrgraham.com
City – Project Manager:		Consultant – Project Manager:	
Jason Stancliffe, Facilities Maintenance Services		Nathan P. Kass, PE	
City of Cedar Rapids, Iowa		Fehr Graham Engineering & Environmental	
500 15 th Avenue SW		200 5th Avenue SE, Suite 100	
Cedar Rapids, IA 52404		Cedar Rapids, IA 52401	
Phone	(319) 286-5892	Phone	(319) 294-6909
E-Mail	j.stancliffe@cedar-rapids.org	E-Mail	nkass@fehrgraham.com
City – Project Manager:			
Dara Schmidt, Library Director			
Cedar Rapids Public Library			
450 5 th Avenue SE			
Cedar Rapids, IA 52403			
Phone	(319) 739-0401		
E-Mail	schmidtd@crlibrary.org		

33.0 EXECUTION BY COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement may be executed in any number of counterparts as the case may be, each of which shall be deemed a duplicate original and which together shall constitute one and the same instrument. In addition, the parties agree that this Agreement may be executed by electronic, pdf or facsimile signatures by any party and such signature will be deemed binding for all purposes hereof without delivery of an original signature being thereafter required.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed and do each hereby warrant and represent that their respective signatory, whose signature appears below, has been and is on the date of the Contract duly authorized by all necessary and appropriate corporate action to execute this Contract.

CEDAR RAPIDS PUBLIC LIBRARY

Dana Schmidt 12/3/24
Authorized Signature Date
Dana Schmidt
Printed Name
Library Director
Title

FEHR GRAHAM ENGINEERING & ENVIRONMENTAL

Ryan M Wicks
Authorized Signature Date
Ryan M. Wicks 12/2/2024
Printed Name Date
Principal
Title Date

ATTACHMENT A – SCOPE OF WORK

Whenever used in this Contract the following terms shall have the meaning given as follows: City shall mean the City of Cedar Rapids, Iowa. Consultant shall mean Fehr Graham Engineering & Environmental. The City's Project Manager shall mean Jason Stancliffe and Dara Schmidt, who are the designated coordinators and administrators for the Services under this project.

The Consultant shall, at its sole cost and expense, provide, perform and complete in the manner described and specified in this Contract all necessary services, transportation, equipment, materials, apparatus, information, data and other items necessary to accomplish the Project as defined below, in accordance with the Scope of Services (hereinafter "Services"). The Services will also include procuring and furnishing all approvals and authorizations, permits, and certificates and policies of insurance as specified herein necessary to complete the Project.

Scope of Services

Consultant shall meet with the City's team to discuss the wants and needs in more detail to develop a schematic design. Consultant will also discuss the potential budget; as funds are limited, it will be important to keep cost implications in mind. Fehr Graham will provide a schematic design of concrete pavement to maintain or improve ADA accessibility from the public sidewalk to the plaza and library entrance with integrated landscaping. Landscaping may include items like raised or modular planters, foundations or lawn areas. This includes up to two meetings with the City to review the grading and proposed improvements.

Consultant will initiate a topographic survey. Topographic data for the plaza will be collected from the crosswalk to Green Square to the near curb on 5th Street SE and from the library building to the near curb on 4th Avenue SE. Utilities will be surveyed based on field locates provided by the Iowa One Call System based on record information provided and observation of at-grade during fieldwork. Subsurface exploration of utilities is not included.

Following approval of the schematic design, Fehr Graham will provide a site plan and specifications for the proposed work according to the City of Cedar Rapids public improvement project guidance. Specifications will be based on the Statewide Urban Design and Specifications (SUDAS) and Cedar Rapids Supplemental Specifications to SUDAS. The project will follow the public bidding process to select a contractor. Specific information includes:

Site Grading and Drainage Plan

- Identify the limits of removals, demolition and disturbance.
- Complete overall site grading design indicating existing and proposed contour elevations and proposed spot and pavement elevations.
- Design drainage as necessary using the underdrain system and storm sewer in the immediate area as feasible.

Site Paving Plan

- Design pavement with grades and spot elevations at critical locations, including stained concrete locations and dimensions.
- Design ADA-compliant paths and areas to the extent feasible, with integral delineations of non-accessible areas.

Landscape Plan

- Provide planting notes.
- Give planting schedule and sizes.
- Detail plantings as applicable.
- Include accent light fixtures with locations and wiring schematic.
- Design integral elements that provide limited seating but deter skateboarding, gathering in groups and reclining.

Bidding and construction services

- Provide the Project Development Guide spreadsheet and Project Manual document based on templates provided by the City.
- Provide an opinion of probable cost for the construction of the improvements included in the plans.
- Review bids and provide a recommendation.
- Attend a preconstruction meeting.
- Attend weekly construction progress meetings (assume 12 weeks of construction).
- Be available to discuss the project design with the City's Project Manager and contractor during the construction phase.

- Provide change orders and document official instructions to the contractor as requested by the City.
- Perform a final project review for general conformance to the plans and specifications and provide a punch list.

The following are not included, but can be provided for an additional fee upon request.

- Detailed lighting and electrical plan.
- Soil borings and geotechnical reports.
- Subsurface exploration or locating of underground utilities beyond that defined above.
- Utility improvements (such as water, storm sewers and sanitary sewers).
- Irrigation plans and specifications.
- Environmental Site Assessments (such as Phase I).
- Services related to wetland delineation activities or preparation of mitigation plans.
- Archeological investigations and studies.
- Traffic and turn movement analysis.
- Pressure and flow analysis of water main.
- Capacity analysis of sanitary sewer.
- Building or structural design.
- Design of any decorative retaining walls or retaining walls taller than 4 feet.
- Economic assessments.
- Rezoning documents or services.
- Stormwater Pollution Prevention Plan application, inspections and documentation during construction.
- Connection fees.
- Bid solicitation to site contractors.
- Contract administration.
- Construction observation.
- Boundary survey.
- Easements.
- Legal surveys (plating).
- Permits for the storage of petroleum, such as National Pollutant Discharge Elimination System General Permit No. 1.
- As-built certification of improvements.

Schedule

Week	Timing	Milestone	Due date
0	Award of project	Notice to Proceed	December 2, 2024
1	Immediately after notice to proceed	Meet with City team and begin fieldwork	December 9, 2024
2	Within two weeks of notice to proceed	Complete topographic survey	December 23, 2024
5	Within three weeks of completion of survey	Submit preliminary schematic design	January 13, 2025
6	Within one week of schematic design	Meet with City for selection of design elements	January 20, 2025
8	Within two weeks of design elements selection	Submit refined schematic design	February 3, 2025
10	Approximately two weeks after schematic design approval	Submit final site plan and specifications	February 17, 2025
11	Within one week of final site plan	Submit final bid documents	February 24, 2025

Compensation

Task	Description	Firm Fixed Fee
Task A	Contract Management	\$3,500
Task B	Survey and Mapping	\$3,150
Task C	Schematic Design	\$14,980
Task D	Plans and Specifications Development	\$13,580
Task E	Bidding and Construction Services	\$13,780
Total amount not to exceed		\$49,000

ATTACHMENT B – INSURANCE REQUIREMENTS AND DOCUMENTS

Section I – Basic Insurance Requirements

Consultant, at its own expense, shall procure and maintain during the life of the Contract, the following insurance so as to cover all risk which shall arise directly or indirectly from Consultant's obligations and activities.

General Liability Insurance Consultant shall carry the most recently approved ISO Commercial General Liability Insurance policy, or its equivalent, written on an occurrence-basis, with limits not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for Bodily Injury and Property Damage, including the following coverages:

- Premises and Operations Coverage
- Contractual Liability
- Products and Completed Operations Coverage
- Broad Form Property Damage Liability
- Personal Injury Liability

Automobile Liability Insurance with a combined single limit of at least \$1,000,000 per occurrence for bodily injury and property damage. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of the Contract by the Consultant or its employees.

Workers Compensation and Employers Liability Insurance meeting the relevant Workers Compensation Statutes.

Professional Liability Insurance with limits of at least \$1,000,000 per occurrence covering all services provided by the Consultant, its employees, or independent consultants. If this coverage is written on a claims made policy form, the certificate of insurance must clearly state coverage is claims made and coverage must remain in effect for at least two years after final payment with the Consultant continuing to furnish the City certificates of insurance.

REQUIRED THREE (3) ENDORSEMENTS are to be added to the General Liability Policy. Copies of the endorsements are to be produced with the certificate.

1. Additional Insured Endorsement:

Except for Workers' Compensation and Professional Liability, the policies shall include the City Additional Insured Endorsement of: The City of Cedar Rapids, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, are included as additional insureds with respect to liability arising out of the Insured's work and/or services performed for the City of Cedar Rapids, Iowa. This coverage shall be primary to the additional insureds, and not contributing with any other insurance or similar protection available to the additional insureds, whether available coverage be primary, contributing, or excess.

2. Non-Waiver of Governmental Immunities Endorsement (Iowa):

a. **Non-waiver of Government Immunity** The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Cedar Rapids, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Cedar Rapids, Iowa under Code of Iowa Section 670.4 as it now exists and as It may be amended from time to time.

b. **Claims Coverage** The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as may be amended from time to time.

c. **Assertion of Government Immunity** The City of Cedar Rapids, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the City of Cedar Rapids, Iowa.

d. **Non-Denial of Coverage** The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Cedar Rapids, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Cedar Rapids, Iowa.

e. **No Other Change in Policy** The insurance carrier and the City of Cedar Rapids, Iowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

3. Cancellation and Material Changes Endorsement

Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to:

City of Cedar Rapids
Facilities Maintenance Services
500 15th Avenue SW
Cedar Rapids IA 52404

(Please note that the City does accept a signed letter on the agent’s letterhead, from the insured’s insurance agent, confirming that the agent will provide notice as indicated above.)

Section II – Conditions of Contract

The Consultant is required to purchase and maintain insurance coverage to protect the Consultant and City of Cedar Rapids throughout the duration of the Contract per the minimum limits above written and the requirement shall be a part of the Contract. Failure on the part of the Consultant to maintain this insurance in full effect will be treated as a failure on the part of the Consultant to comply with these requirements and be considered sufficient cause to suspend the services, withhold payment(s), and/or be disqualified in the future.

The insurance policies shall be issued by insurers authorized to do business in the State of Iowa and currently having an A.M. Best Rating of “B+” or better. All policies shall be occurrence form. If Professional Liability coverage is written on a claims made policy form, the certificate of insurance must clearly state coverage is claims made and coverage must remain in effect for at least two years after final payment with the Consultant continuing to furnish the CITY certificates of insurance.

The Consultant shall be responsible for deductibles and self-insured retentions in the Consultant’s insurance policies.

The Consultant is required to give the City notice of any change in coverage, specifically, any reduction in coverage and cancellation of coverage no less than thirty (30) days prior to the effective date of any non-renewal or cancellation of any policies required by the Contract.

The City intends for the Consultant’s coverage to be primary and not contributing with any other insurance or similar protection available to the City whether any other coverage is primary, contributing or excess.

Section III – Contract Approval

A Certificate of Insurance is required evidencing all required insurance coverage as provided above with any required endorsements attached so as to evidence their inclusion in the coverage. The Certificate of Insurance is due before the Contract can be approved. The following format is required:

List Design Services for Refresh of Main Library Plaza, Contract No. #PUR0824-061 as the Scope of Services the certificate covers in the Description of Operations section.

The following address must appear in the Certificate Holder section:

City of Cedar Rapids
Facilities Maintenance Services
500 15th Avenue SW
Cedar Rapids IA 52404

The Producer’s contact person’s name, phone number and e-mail address is required.

Certificates may be sent by e-mail (insurance@cedar-rapids.org).

APPLICATION AND CERTIFICATE FOR PAYMENT
AIA DOCUMENT G702

TO (OWNER): CITY OF CEDAR RAPIDS
101 1ST STREET SE
CEDAR RAPIDS, IA 52401

PROJECT: Westside Library
3700 20th Ave SW
Cedar Rapids, IA 52404

APPLICATION NO: 02
INVOICE NO: 003337
PROJECT NO: 54256
ARCHITECT PROJECT NO: PUR0624-324
OWNER PO NO: 54256

FROM: Dale F DeMeulenaere
(CONTRACTOR) Garling Construction, Inc.
1120 11th Street
Belle Plaine, IA 52208

ARCHITECT: OPN ARCHITECTS
200 5TH AVE SE 201
CEDAR RAPIDS, IA 52401

CONTRACT DATE: 9/11/2024
FROM: 11/1/2024
TO: 11/30/2024

CONTRACT FOR: General Construction

- Distribution to:
- OWNER
 - ARCHITECT
 - LENDOR
 - GENERAL CONTRACTOR
 - CONSTRUCTION MANAGER
 - OTHER

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

Change Orders approved in previous months by Owner	APPROVED	DEDUCTIONS
Total	\$19,762.45	
Approved this Month		
Number	Date Approved	
TOTALS		
Net change by Change Orders		\$19,762.45

1. ORIGINAL CONTRACT SUM	\$15,525,000.00
2. Net change by Change Orders	\$19,762.45
3. CONTRACT SUM TO DATE (Line 1 +- 2)	\$15,544,762.45
4. TOTAL COMPLETED & STORED TO DATE	\$1,006,530.75
(Column I on G703)	
5. RETAINAGE:	
a. <u>5.00%</u> of Completed Work	\$50,326.54
(Column F + G on G703)	
b. _____ of Stored Material	_____
(Column H on G703)	
Total Retainage (Line 5a + 5b or Total in Column L of G703)	\$50,326.54
6. TOTAL EARNED LESS RETAINAGE	\$956,204.21
(Line 4 less Line 5 Total)	

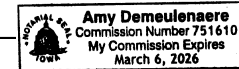
The undersigned contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Garling Construction Inc
BY: Tom DATE: 11-26-24

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$432,874.20
(Line 6 from prior Certificate).....	
8. CURRENT PAYMENT DUE	\$523,330.01
9. BALANCE TO FINISH, PLUS RETAINAGE	\$14,588,558.24
(Line 3 less Line 6)	

State of: IA
Subscribed and sworn to before me this 26th day of November, 2024

Notary Public: Amy DeMeulenaere
My Commission Expires: 3-6-26



ARCHITECTS CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the **AMOUNT CERTIFIED**.

AMOUNT CERTIFIED	\$ 523,330.01
Five Hundred Twenty Three Thousand Three Hundred Thirty Dollars and One Cent	

(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT: Kate Han
By: _____ Date: 12/02/2024
This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA Document G702, **APPLICATION AND CERTIFICATE FOR PAYMENT**, containing
 Contractor's signed Certification is attached. CONTRACT DATE: 9/11/2024 APPLICATION NO: 02
 In tabulations below, amounts are stated to the nearest doll FROM: 11/1/2024 INVOICE NO: 003337
 Use **Column L** on Contracts where variable retainage for lin TO: 11/30/2024 PROJECT NO: 54256
 ARCHITECT PROJECT NO: PUR0624-324

A ITEM NO	B DESCRIPTION OF WORK	C BILLING CODES	D	E	F	G			H	I	J		K	L		M
			SCHEDULED VALUE	PREVIOUS APPLICATION		COMPLETED THIS MONTH					TOTAL COMPLETE AND			BALANCE TO FINISH		
			AMOUNT	AMOUNT	PERCENT COMPLETE	WORK IN PLACE	STORED MATERIALS	PERCENT COMPLETE	AMOUNT	COMPLETE	BALANCE	RETAINAGE				
1	GENERAL REQUIREMENTS															
2	Bonds/Permits/Builders risk		198,540.00	180,000.00	91%						180,000.00	91%		18,540.00		9,000.00
3	PM/Supv/Admin		485,625.00	30,000.00	6%	42,110.00				9%	72,110.00	15%		413,515.00		3,605.50
4	Temp enclosures/Temp fence/Temp h		158,900.00	250.00	0%	12,455.00				8%	12,705.00	8%		146,195.00		635.26
5	Dumpsters/Cleaning		125,000.00			10,250.00				8%	10,250.00	8%		114,750.00		512.50
6	Mobilization/Equipment		41,312.00	9,000.00	22%	3,500.00				8%	12,500.00	30%		28,812.00		625.00
7	Submittal Exchange		20,000.00			20,000.00				100%	20,000.00	100%				1,000.00
8	SITWORK/DEMO															
9	Staking		22,580.00											22,580.00		
10	Landscaping		124,995.00											124,995.00		
11	Mobil/demo		57,000.00	32,000.00	56%						32,000.00	56%		25,000.00		1,600.00
12	Erosion control		93,078.00	7,500.00	8%						7,500.00	8%		85,578.00		375.00
13	Removals		9,800.00	9,800.00	100%						9,800.00	100%				490.00
14	Strip site		73,000.00	48,000.00	66%						48,000.00	66%		25,000.00		2,400.00
15	Mass grading		90,750.00	80,000.00	88%	10,750.00				12%	90,750.00	100%				4,537.50
16	Building excavation and backfill		204,000.00			35,000.00				17%	35,000.00	17%		169,000.00		1,750.00
17	Building and paving subgrade		156,234.00	20,000.00	13%	45,000.00				29%	65,000.00	42%		91,234.00		3,250.00
18	Topsoil		35,000.00											35,000.00		
19	Storm		276,000.00	18,000.00	7%						18,000.00	7%		258,000.00		900.00
20	Water		196,418.00			82,879.00				42%	82,879.00	42%		113,539.00		4,143.95
21	Sanitary		34,423.00			20,000.00				58%	20,000.00	58%		14,423.00		1,000.00
22	Paving		761,262.00											761,262.00		
23	Pavement markings		8,643.00											8,643.00		
24	Over excavating		7,500.00											7,500.00		
25	CONCRETE															
26	Building concrete materials		473,210.00			116,095.00				25%	116,095.00	25%		357,115.00		5,804.75
27	Building concrete labor		397,265.00			105,078.00				26%	105,078.00	26%		292,187.00		5,253.90
28	Precase hollow core engineering		6,037.00											6,037.00		
29	Precast hollow core material		79,430.00											79,430.00		
30	Precast hollow core grouting		4,000.00											4,000.00		
31	MASONRY															
32	Mobilization		5,000.00											5,000.00		
33	CMU around foundation		195,227.00											195,227.00		
34	CMU first floor		220,147.00											220,147.00		
35	Exterior brick		219,150.00											219,150.00		
PAGE TOTALS			\$4,779,526.00	\$434,550.00	9%	\$503,117.00				11%	\$937,667.00	20%		\$3,841,859.00		\$46,883.36
REGULAR ITEM TOTALS			\$15,525,000.00	\$439,536.00	3%	\$547,232.30				4%	\$986,768.30	6%		\$14,538,231.70		\$49,338.42
CHANGE ORDERS			\$19,762.45	\$16,121.05	82%	\$3,641.40				18%	\$19,762.45	100%				\$988.12
GRAND TOTALS			\$15,544,762.45	\$455,657.05	3%	\$550,873.70				4%	\$1,006,530.75	6%		\$14,538,231.70		\$50,326.54

MODIFIED AIA G703 - CONTINUATION SHEET FOR G702

AIA Document G702, **APPLICATION AND CERTIFICATE FOR PAYMENT**, containing
 Contractor's signed Certification is attached. CONTRACT DATE: 9/11/2024 APPLICATION NO: 02
 In tabulations below, amounts are stated to the nearest doll FROM: 11/1/2024 INVOICE NO: 003337
 Use **Column L** on Contracts where variable retainage for lin TO: 11/30/2024 PROJECT NO: 54256
ARCHITECT PROJECT NO: PUR0624-324

A ITEM NO	B DESCRIPTION OF WORK	C BILLING CODES	D	E		G			J		L	
			SCHEDULED VALUE	PREVIOUS APPLICATION		COMPLETED THIS MONTH			TOTAL COMPLETE AND STORED TO DATE		BALANCE TO FINISH	
			AMOUNT	AMOUNT	PERCENT COMPLETE	WORK IN PLACE	STORED MATERIALS	PERCENT COMPLETE	AMOUNT	COMPLETE	BALANCE	RETAINAGE
36	Cast stone sills		27,326.00									27,326.00
37	Sheltering		14,100.00									14,100.00
38	METALS											
39	Structural Steel		463,822.00			7,497.30		2%	7,497.30	2%	456,324.70	374.86
40	Structural detailing		32,752.00			6,525.00		20%	6,525.00	20%	26,227.00	326.25
41	Misc Material		24,123.00									24,123.00
42	Joist & decking		212,234.00									212,234.00
43	Grating		76,596.00									76,596.00
44	Structural Steel Labor		341,250.00									341,250.00
45	Cold formed metal framing material		68,078.00									68,078.00
46	Cold formed metal framing labor		81,706.00									81,706.00
47	WOODS & PLASTICS											
48	Rough Carp material		36,500.00									36,500.00
49	Rough Carp labor		55,500.00									55,500.00
50	Arch Wood Case material		30,733.00									30,733.00
51	Arch Wood Case labor		4,988.00									4,988.00
52	Wood paneling material		77,000.00									77,000.00
53	Wood paneling labor		22,040.00									22,040.00
54	THERMAL & MOISTURE											
55	Weather Barriers		117,000.00									117,000.00
56	Roofing		395,713.00									395,713.00
57	Aluminum wall panels		361,564.00									361,564.00
58	Joint sealants and expansion covers		15,300.00									15,300.00
59	Foamed in place/Mineral wool insulat		30,000.00									30,000.00
60	Thermal insulation		28,104.00									28,104.00
61	DOORS & WINDOWS											
62	HM Frames/Doors/Hardware- materia		191,368.00									191,368.00
63	HM Frames/Doors- labor		83,424.00									83,424.00
64	Sectional doors		15,765.00									15,765.00
65	Aluminum storefronts		1,080,165.00									1,080,165.00
66	FINISHES											
67	Gyp Brd Assemblies		133,271.00									133,271.00
68	Drywall		159,542.00									159,542.00
69	Tile		76,612.00									76,612.00
70	ACT		279,900.00									279,900.00
PAGE TOTALS			\$4,536,476.00			\$14,022.30		0%	\$14,022.30	0%	\$4,522,453.70	\$701.11
REGULAR ITEM TOTALS			\$15,525,000.00	\$439,536.00	3%	\$547,232.30		4%	\$986,768.30	6%	\$14,538,231.70	\$49,338.42
CHANGE ORDERS			\$19,762.45	\$16,121.05	82%	\$3,641.40		18%	\$19,762.45	100%		\$988.12
GRAND TOTALS			\$15,544,762.45	\$455,657.05	3%	\$550,873.70		4%	\$1,006,530.75	6%	\$14,538,231.70	\$50,326.54

MODIFIED AIA G703 - CONTINUATION SHEET FOR G702

AIA Document G702, **APPLICATION AND CERTIFICATE FOR PAYMENT**, containing
 Contractor's signed Certification is attached. CONTRACT DATE: 9/11/2024 APPLICATION NO: 02
 In tabulations below, amounts are stated to the nearest doll FROM: 11/1/2024 INVOICE NO: 003337
 Use **Column L** on Contracts where variable retainage for lin TO: 11/30/2024 PROJECT NO: 54256
 ARCHITECT PROJECT NO: PUR0624-324

A ITEM NO	B DESCRIPTION OF WORK	C BILLING CODES	D	E		G			J		L		
			SCHEDULED VALUE	PREVIOUS APPLICATION		COMPLETED THIS MONTH			TOTAL COMPLETE AND STORED TO DATE		BALANCE TO FINISH		
			AMOUNT	AMOUNT	PERCENT COMPLETE	WORK IN PLACE	STORED MATERIALS	PERCENT COMPLETE	AMOUNT	COMPLETE	BALANCE	RETAINAGE	
71	Painting		99,954.00									99,954.00	
72	Tile carpeting		184,271.00									184,271.00	
73	Access flooring		303,415.00									303,415.00	
74	SPECIALTIES												
75	Wall protection		26,314.00									26,314.00	
76	Signage		15,575.00									15,575.00	
77	RR Specialties		16,816.00									16,816.00	
78	Lockers		8,583.00									8,583.00	
79	Toilet partitions		13,430.00									13,430.00	
80	Folding partitions		56,450.00									56,450.00	
81	Flagpole		5,916.00									5,916.00	
82	Wire mesh partitions		3,646.00									3,646.00	
83	Fire protection		3,849.00	1,805.00	47%				1,805.00	47%		2,044.00	90.25
84	Utility shelving		2,080.00									2,080.00	
85	EQUIPMENT												
86	Book depositories		2,956.00									2,956.00	
87	FURNISHINGS												
88	Window shades		73,991.00									73,991.00	
89	Countertops		3,770.00									3,770.00	
90	Art display track		2,290.00									2,290.00	
91	Bike racks		12,792.00									12,792.00	
92	MECHANICAL												
93	DMS Insurance/Submittals		80,000.00			22,500.00		28%	22,500.00	28%		57,500.00	1,125.00
94	DMS Plumbing		305,304.00									305,304.00	
95	DMS Mechanical		525,500.00									525,500.00	
96	DMS Fixtures/Equipment		562,000.00									562,000.00	
97	DMS Closeout		8,000.00									8,000.00	
98	Prull Submittals		17,600.00			4,400.00		25%	4,400.00	25%		13,200.00	220.00
99	Prull Material/Duct		148,300.00									148,300.00	
100	Prull Shop Labor		80,580.00									80,580.00	
101	Prull Equipment		471,690.00									471,690.00	
102	Prull Install Labor		161,830.00									161,830.00	
103	MIS Insulation Material		83,151.00									83,151.00	
104	MIS Insulation Labor		70,832.00									70,832.00	
105	SMB Test & Balance		62,560.00									62,560.00	
PAGE TOTALS			\$3,413,445.00	\$1,805.00	0%	\$26,900.00		1%	\$28,705.00	1%	\$3,384,740.00	\$1,435.25	
REGULAR ITEM TOTALS			\$15,525,000.00	\$439,536.00	3%	\$547,232.30		4%	\$986,768.30	6%	\$14,538,231.70	\$49,338.42	
CHANGE ORDERS			\$19,762.45	\$16,121.05	82%	\$3,641.40		18%	\$19,762.45	100%		\$988.12	
GRAND TOTALS			\$15,544,762.45	\$455,657.05	3%	\$550,873.70		4%	\$1,006,530.75	6%	\$14,538,231.70	\$50,326.54	

MODIFIED AIA G703 - CONTINUATION SHEET FOR G702

AIA Document G702, **APPLICATION AND CERTIFICATE FOR PAYMENT**, containing
 Contractor's signed Certification is attached. CONTRACT DATE: 9/11/2024 APPLICATION NO: 02
 In tabulations below, amounts are stated to the nearest doll FROM: 11/1/2024 INVOICE NO: 003337
 Use **Column L** on Contracts where variable retainage for lin TO: 11/30/2024 PROJECT NO: 54256
 ARCHITECT PROJECT NO: PUR0624-324

A ITEM NO	B DESCRIPTION OF WORK	C BILLING CODES	D	E		G			J		L		
			SCHEDULED VALUE	PREVIOUS APPLICATION		COMPLETED THIS MONTH			TOTAL COMPLETE AND STORED TO DATE		BALANCE TO FINISH		
			AMOUNT	AMOUNT	PERCENT COMPLETE	WORK IN PLACE	STORED MATERIALS	PERCENT COMPLETE	AMOUNT	COMPLETE	BALANCE	RETAINAGE	
106	AONE Geothermal		346,550.00									346,550.00	
107	Baker Controls		248,803.00									248,803.00	
108	Fire Protection Engineering		14,217.00									14,217.00	
109	Fire Protection- M		71,440.00									71,440.00	
110	Fire Protection- L		101,043.00									101,043.00	
111	Fire Protection automation		18,000.00									18,000.00	
112	ELECTRICAL												
113	General Conditions		51,509.00	1,209.00	2%	1,009.00		2%	2,218.00	4%		49,291.00	110.90
114	Site Labor		72,272.00	1,972.00	3%	1,472.00		2%	3,444.00	5%		68,828.00	172.20
115	Site Materials		97,014.00			414.00		0%	414.00	0%		96,600.00	20.70
116	Service Labor		48,353.00									48,353.00	
117	Service Materials		241,699.00									241,699.00	
118	Lighting Labor		106,703.00									106,703.00	
119	Lighting Materials		448,460.00									448,460.00	
120	General Power Labor		104,714.00									104,714.00	
121	General Power Materials		76,498.00			298.00		0%	298.00	0%		76,200.00	14.90
122	Fire Alarm Labor		16,043.00									16,043.00	
123	Fire Alarm Materials		31,659.00									31,659.00	
124	Div 27 Labor		34,661.00									34,661.00	
125	Div 27 Materials		20,095.00									20,095.00	
126	Div 27 Sub Contractor		506,117.00									506,117.00	
127	Div 28 labor		13,752.00									13,752.00	
128	Div 28 Materials		3,741.00									3,741.00	
129	Div 28 Sub Contractor		109,010.00									109,010.00	
130	DAS system		13,200.00									13,200.00	
131													
132													
133													
134													
135													
136													
137													
138													
139													
140													
PAGE TOTALS			\$2,795,553.00	\$3,181.00	0%	\$3,193.00		0%	\$6,374.00	0%	\$2,789,179.00	\$318.70	
REGULAR ITEM TOTALS			\$15,525,000.00	\$439,536.00	3%	\$547,232.30		4%	\$986,768.30	6%	\$14,538,231.70	\$49,338.42	
CHANGE ORDERS			\$19,762.45	\$16,121.05	82%	\$3,641.40		18%	\$19,762.45	100%		\$988.12	
GRAND TOTALS			\$15,544,762.45	\$455,657.05	3%	\$550,873.70		4%	\$1,006,530.75	6%	\$14,538,231.70	\$50,326.54	

MODIFIED AIA G703 - CONTINUATION SHEET FOR G702

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

CONTRACT DATE: 9/11/2024
 FROM: 11/1/2024
 TO: 11/30/2024

APPLICATION NO:
 INVOICE NO:
 PROJECT NO:
 ARCHITECT PROJECT NO:

In tabulations below, amounts are stated to the nearest dollar.
 Use Column L on Contracts where variable retainage for line items may a

A ITEM NO	B DESCRIPTION OF WORK	C CHANGE ORDER NUMBER	D BILLING CODES	E	F		G			H		I		J		K		L		M		N	
				SCHEDULED VALUE	PREVIOUS APPLICATION		COMPLETED THIS MONTH			TOTAL COMPLETE AND TO DATE		BALANCE TO FINISH		STORED TO DATE		AMOUNT	COMPLETE	BALANCE	RETAINAGE				
				AMOUNT	AMOUNT	PERCENT COMPLETE	WORK IN PLACE	STORED MATERIALS	PERCENT COMPLETE	AMOUNT	COMPLETE												
1	CO 1 COR 1 & 2	0001		19,762.45	16,121.05	82%	3,641.40			18%	19,762.45	100%										988.12	
2																							
3																							
4																							
5																							
6																							
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32																							
33																							
34																							
35																							
PAGE TOTALS				\$19,762.45	\$16,121.05	82%	\$3,641.40			18%	\$19,762.45	100%										\$988.12	
CHANGE ORDER TOTAL				\$19,762.45	\$16,121.05	82%	\$3,641.40			18%	\$19,762.45	100%										\$988.12	
REGULAR ITEMS TOTALS				\$15,525,000.00	\$439,536.00	3%	\$547,232.30			4%	\$986,768.30	6%	\$14,538,231.70									\$49,338.42	
GRAND TOTALS				\$15,544,762.45	\$455,657.05	3%	\$550,873.70			4%	\$1,006,530.75	6%	\$14,538,231.70									\$50,326.54	

MODIFIED AIA G703 - CONTINUATION SHEET FOR G702



Community Postings

At the Cedar Rapids Public Library we value civic engagement and free expression of ideas. We recognize the tension between providing organizations with opportunities to express their ideas and the need for an uncluttered, professional library facility.

Library staff, under the supervision of the Library Director, has discretion to approve, reject, and limit community bulletins, hand-outs, and other exhibits – size, number, duration, and display. All displays must meet existing State and Federal laws on obscenity, libel, defamation of character and invasion of privacy.

Community posting will be conscribed to a carefully maintained area within library facilities.

Anyone can object to library's use of discretion about community postings by corresponding with the Library Director in writing. The Library Director will seek to resolve the dispute and safeguard the library's value for the free expression of ideas. The director will assist any customer in moving unresolved disputes to the library's Board of Trustees for final consideration.

Adopted: 2/2011

Reviewed: 2013, 11/2015, 10/2022, 12/5/2024

Revised: 01/02/2020



Non-Smoking Policy

At the Cedar Rapids Public Library we value the health, safety and comfort of our patrons and staff.

In accordance with state law (Iowa Code 641.153.5), it is the policy of the Cedar Rapids Public Library Board of Trustees to prohibit smoking and the use of tobacco products, e-cigarettes, or other non-FDA regulated nicotine delivery devices in all library buildings.

In accordance with the Iowa Smokefree Air Act, no smoking is allowed within the Cedar Rapids Public Library or its grounds. Smoking is also not permitted inside any library vehicle.

Adopted: 03/29/90

Revised: 03/31/94, 2/2011, 10/2/2014, 12/2015, 01/02/2020

Reviewed: 2013, 1/5/2023, 12/5/2024



Fundraising Policy

The Cedar Rapids Public Library Foundation and Friends of the Cedar Rapids Public Library are important groups that depend on gifts, donations, and fundraising as the primary source of income for the support of library programs and activities. The Library Board of Trustees endorses and encourages those efforts. The intent of this policy is to recognize the Foundation and the Friends as the only groups permitted to conduct fundraising activities on any library premises and to provide guidance for the use of those facilities.

Areas of the library to be used for Foundation and Friends fundraising purposes should be carefully chosen with consideration given to high visibility without interrupting traffic flow. Structures erected for these purposes must be portable and compatible with the design of the building. Signage used to direct potential customers and guests, or to promote the fundraising events, should conform to established library signage practices and guidelines. The Library Director and the appropriate board committee will be consulted concerning plans for fundraising activities on library premises.

Fundraising events held by Foundation or Friends, under the sponsorship of the library, are for the benefit of these non-profit organizations and/or the Library and are not intended to represent competition with private enterprise. In the event of theft or damage to materials or structures used for fundraising, the library, its officers, and its employees will be held harmless.

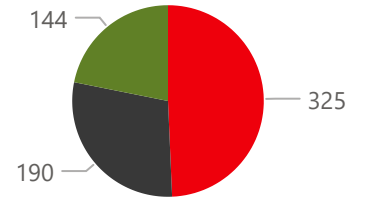
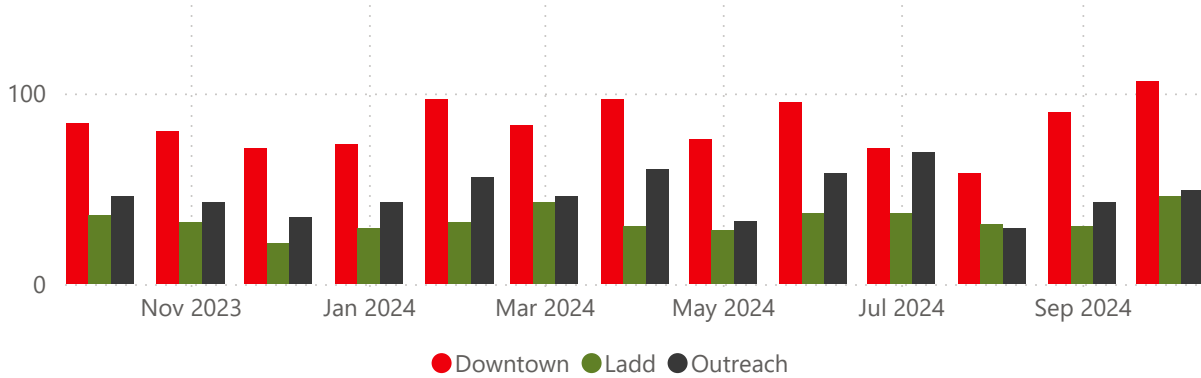
The exceptions to this policy include those described in the Meeting Room Policy or authors who sell books or media at the library on behalf of their publishers, bookstores or other distributors and who make a public appearance, talk, and/or have a book signing under the sponsorship of the library and its programming strategy. In these situations, proceeds from materials sales will not be directed to library support groups.

Adopted: 03/30/89

Revised: 10/29/92, 01/06/00, 12/05, 02/04/2016, 11/07/19, 02/02/2023

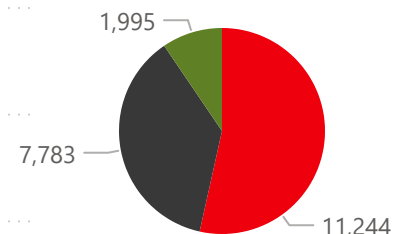
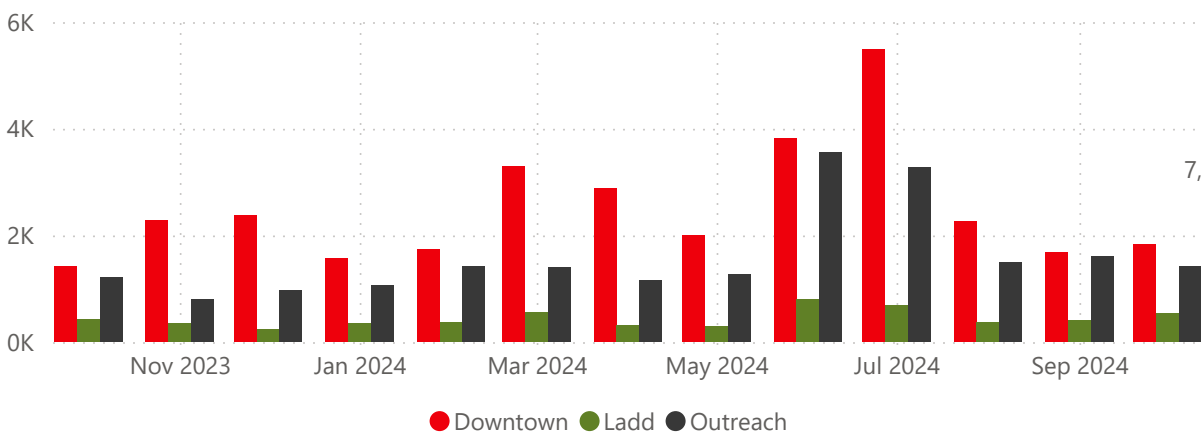
Reviewed: 2013, [12/5/2024](#)

Programs



659

of Programs



21,022

of Attendees

Programming had an exciting month filled with big programs and patron favorites alike! There were *New York Times* Bestselling authors, dinosaurs, life-sized Barbies, and a livestream of the DeWolf Innovation Center Forum on Dementia and Aging. Our year-round programs continue to grow and attract new and returning patrons – daily story times, Expressive Arts, Dungeons and Dragon/Trading Card Games, Tai Chi, and so much more. The Maker Spaces keep gaining in popularity – nearly 60 patrons are now considered Certified Learners and can use the equipment independently. In the Opportunity Center, we have added a third RIVA AmeriCorp member, and have begun weekly Conversation Groups, helping people become more comfortable using English in a conversational setting. Planning for Spring 2025 is well underway, and the first few bits of the Summer Reading Challenge are coming together as well!

Patron comes into Ladd on Tuesday night and needs to ILL a book that he needs for a class, just because he needs one discussion question on page 156. He needs it by Sunday - it won't get here in time. He knows it's at the University of Arkansas. We look on their catalog and find the library location - call the library. Guy answers and says they usually have to go through ILL for a scan, but he'll try this one time for us. No luck - book is checked out. Darn. Wednesday morning, try Worldcat to see where else book is. Ohio University has it. Call Ohio - they are willing to send page the same day for \$20. Notify patron, also let him know I will keep looking. Find book at University of Colorado. Have to wait to call (mountain time). Get librarian who giggles at the question - "Hey, I need a favor. I can see you have this book in your course reserves (which means it doesn't lend) and I need to know what question 4 is on page 156." Librarian in Colorado "I live for this stuff." Give her call number and title. She finds book. "Hm - this is a long question - are you sure you want me to read it to you?" Me: "Will you text me a picture?" Her: "Absolutely" Got picture - sent it to patron. We are now his heroes and he is eternally grateful. - Stephanie Hall, Branch Supervisor

Late in the day on a Saturday, an elderly gentleman came into Ladd and seemed to know which area he was looking for but I asked if he needed any help with anything. He mentioned to me that he was looking for the next Debbie Macomber book in a certain series. He said the last book was Love Letters and he was reading the books with (to) his wife. Needless to say, my heart! I helped him find the next book in the series and it was on the shelf! - Tina McCullough, Patron Services Specialist

Borrowing & Collections

87,365

Databases

70,730

Digital

166,528

Physical

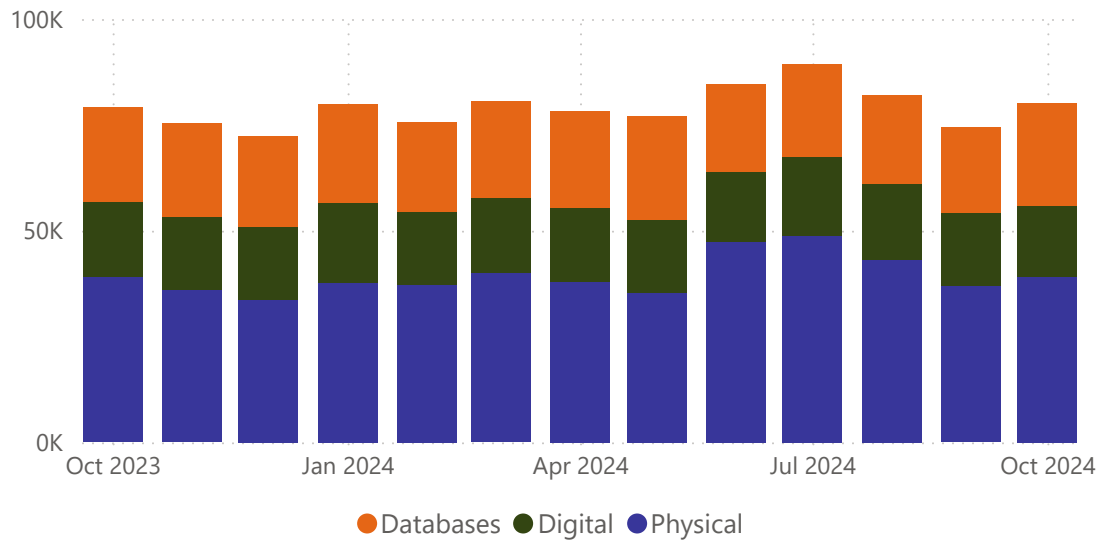
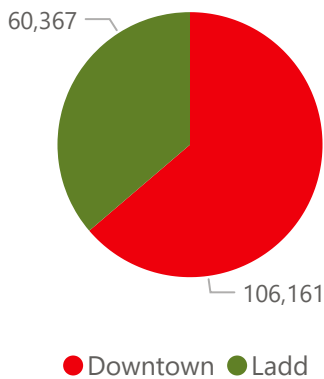
1,334

Technology

325,957

Total

Physical Circulation, by Location



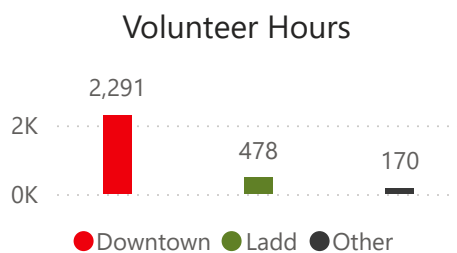
The Materials Team has been working on inventory for our physical collections. Inventorying collections involves scanning each item into our database and comparing what is scanned or checked out with what the database has record of. This is enormously helpful with catching mis-shelved items in faraway sections and catching missing items. Once the initial reports are run, our shelving team takes a list of missing items and checks the shelves for them. Loss rates for most print sections are low and it isn't unusual for missing items to be found in different areas of the library. Running this process regularly keeps the catalog updated and accurate. The shelving team and Acquisitions Clerk assist in running and searching for multiple reports to find wayward items. These can include items that show they're in transit to another library but haven't been checked in there, items patrons believe they returned but were not checked in, or items missing from the shelf while holds are being pulled.

A patron came in asking if we had a fax machine. I let her know we did, but I also asked if there was an email address she could send it to. Because faxing cost money, but emailing was free. She was able to find an email address and we got to work. As we were emailing it, she said, "I knew exactly where to come to get help today!" - Rebecca Vernon, PS Librarian

Volunteers

2,939

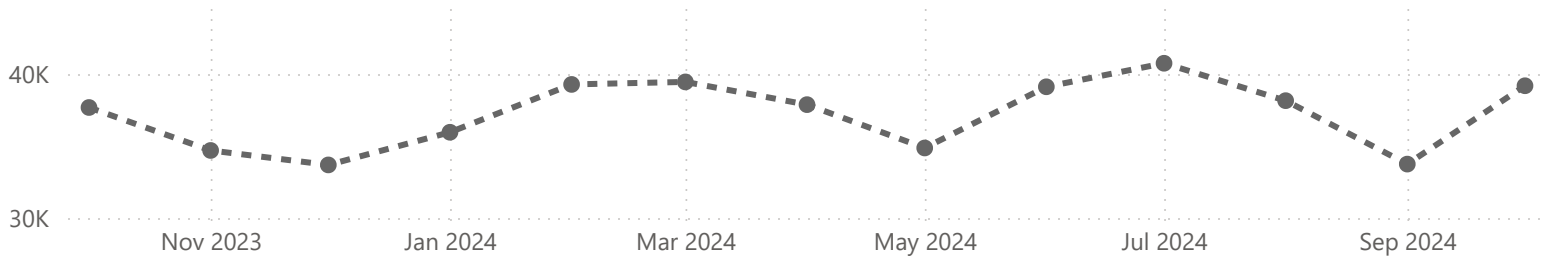
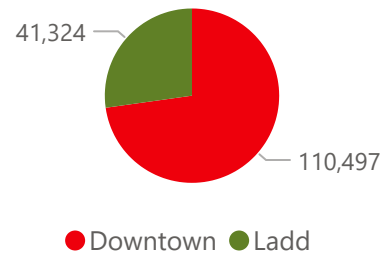
Total Hours



In November, we completed the process of transitioning our New Volunteer Orientation online. New volunteers will now complete the bulk of their orientation process via Niche Academy with training videos, handouts, knowledge checks, and open-ended questions. They will still come in for an in-person component of the training to include a Q&A session and tour of the library spaces. We look forward to launching this new orientation process in the new year. Volunteer hours in October: 428

Visits

151,821
Physical Visits

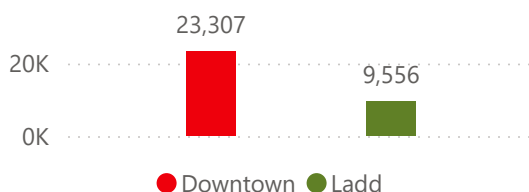


With the transition of the Navigator program through Willis Dady, we transitioned that former office space to a community partner office space. This partnership is managed by supervisor Wes Shirley and we have usage from Eastern Iowa Health Center, Waypoint, and Abbe Center. The intent of this space is to have resources available to current library users. Library staff does not manage appointments, schedules, or times. Many patrons have made connections with staff from our partners. We hope this sustainable model will continue to grow and meet the need of our patrons.

Patron came in looking for books on car repair for a particular make and model. The ones that he asked for were not available on the catalog. He looked dejected. At that point, I suggested our digital resource Auto Repair Store. He checked that and found exactly what he wanted to know. This was the first time I was recommending Auto Repair Source to a patron in real time. We were both very excited with the outcome. And patron was doubly happy that he could access that database from anywhere, even from his garage! He thanked us and left after saying: You never know what treasures you find here! - Sampurna Ghosh, Patron Services Specialist

Technology Access

PC Uses

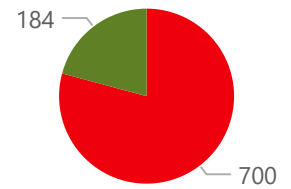
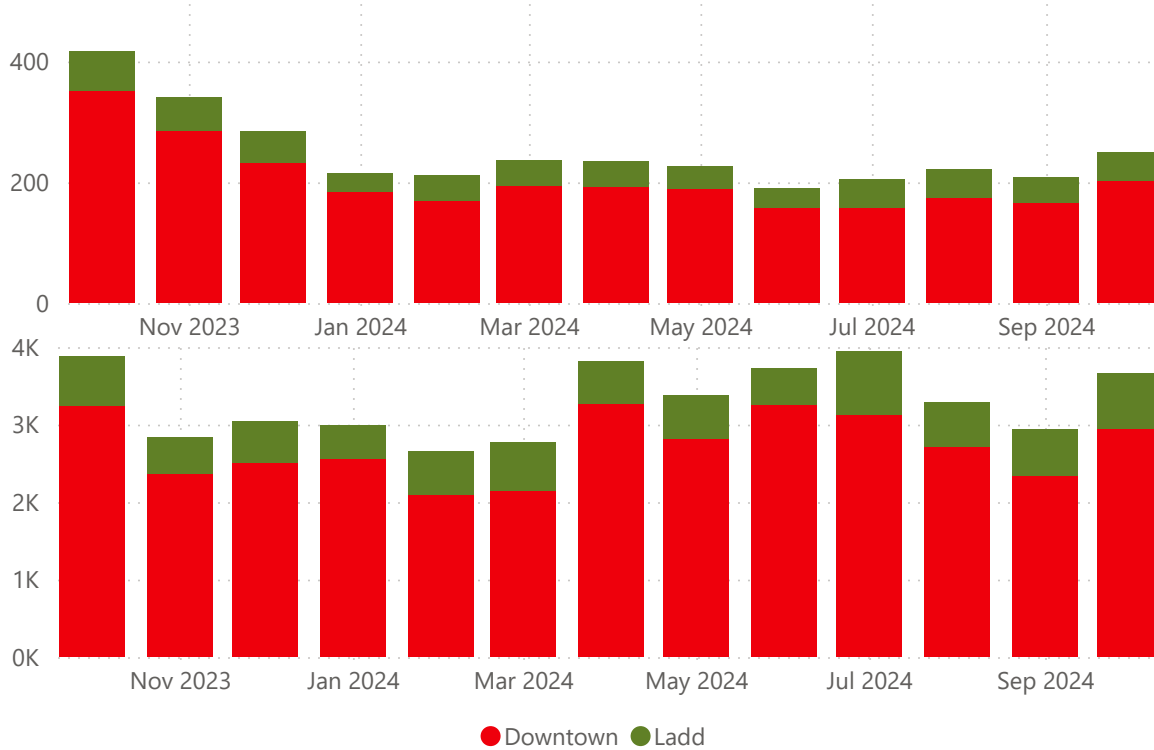


75,749
Virtual Visits

39,186
WiFi Sessions

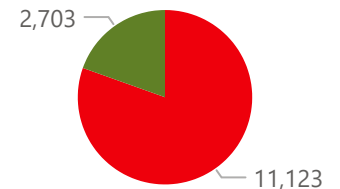
The Technology Solution team is maintaining normal operations. The team works closely with the rest of the Materials team to keep their RFID (radio-frequency identification) equipment updated and troubleshoot issues with the materials sorter or microfilm readers. Larger IT purchases typically happen a little later in the fiscal year if there are available funds and installation is worked around any summer reading programs or events.

Meeting Room Use



884

of Reservations



13,826

of Users

The month of October was busy with approximately 3,916 patrons and about 248 reservations. This was a significant increase from September and due in part to large scale events like the Mayor’s Youth Conference, large musical performances, voting, and the Friends of the Library sale. In addition, the Abbe Center hosted its 75th anniversary celebration at the library and PFLAG hosted its Coming Out Day Celebration. The library supported local education through reservations made by the Academy of Scholastics and Personal Success, home school groups, and elementary school tours using the library this month. These occurred alongside the regular business and hiring events, social groups, game clubs, and more.

Community Relations finished the winter issue of *OPEN+* and began work on some internal strategy planning for the next year. We finished work on the Winter Reading Program collateral, and are excited to promote it as we get close to the end of the calendar year. We are working with our friends in Programming and Events on an upcoming software transition which should take some time in the coming months. More on that to come.

We are continuing to keep the community updated on the construction project, including monthly updates in the library eblast, blog posts, and social media. We are working with the Welcoming Resources Strategic Committee to make recommendations for the new library as well as the system as whole.

I purchase children's books regularly from the Friends. Recently I took a stack to five great great nieces and nephews. They knew I was coming, but when I arrived at the destination, the children, ages 6 months to 5 years, were standing in the front window, cheering me in. They were so excited at the prospect of "new" books that they clamored around, sitting close, while I pulled one book after another out of my bag. They each would look at the book and pass it along to others, or they would keep a special book close, so they could read it first. Soon all were engaged. The three-year-old sitting right next to me was willing to delay pizza for reading. - Andrea Jilovec, Patron Services Specialist

Calendar of Initiatives - FY23-25 Plan Year Three												
Initiative	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
<i>Literacy</i>												
Where we become a city of literacy.												
Investigate and potentially implement adult literacy programs												
Promote the library through community literacy and engagement												
<i>Access</i>												
Where we embrace big dreams in our community through investment in a permanent westside facility												
Break ground for new westside library												
<i>Inclusion</i>												
Where we become a hub for civic engagement												
Ensure basic understanding of government and community infrastructure												
Create infrastructure to welcome new community members and provide access to community resources												
Build cultural literacy and understanding												