

AGENDA

Henika District Library
Board of Trustees Meeting
July 11th, 2023 at 6:30 pm

I. Call to Order

Members Present:

Members Absent:

Staff Present:

Guests:

II. Approval of Agenda (M)

III. Community Opportunity to Address the Board

IV. Approval of Meeting Minutes

- A. June 2023 Regular Meeting Minutes (M)

V. Financial Reports

- A. June 2023
 - Approval of Paid Bills (M)
 - Credit Card Detail Report
 - YTD Budget vs Actual
 - United Bank Accounts Overview

VI. Director's Report

- A. Monthly Statistics
- B. Youth Report
- C. Adult Report
- D. Circulation Report

VII. Committee Reports

- A. Finance Committee Meeting 6/15
- B. Building and Grounds Committee Meeting 7/7

VIII. Unfinished Business

- A. Parking Lot Proposal

IX. New Business

- A. PTO Policy
- B. Family and Medical Leave Policy
- C. Staff Meetings

XI. Around the table

XII. Adjournment

Henika District Library
Meeting Minutes

Henika District Library
Board of Trustees Meeting
June 23, 2023 at 6:30 pm

Members Present: Meghan Augustin, Suzy Byville, Tami Fryling, Jacqui Kuhn, Gary Marsh, Sarah Powell, Danielle Simmons

Members Absent: Maria Musgrave

Staff Present: Cierra Bakovka – Director

Guests: Aviv Karni

- I. Call to Order: Meeting called to order at 6:34 pm by Augustin.
- II. Approval of Agenda motioned by Marsh and seconded by Augustin. All yes, motion passed.
- III. Community Opportunity to Address the Board: Aviv Karni thought the book sale was great.
- IV. Approval of May 2023 Regular Meeting Minutes motioned by Fryling and seconded by Augustin. All yes, motion passed.
- V. Financial Reports for May 2023
 - a. Credit Card Detail Report was reviewed. The \$96 charge with Calendly was for a year-long membership to an online scheduling platform, which aided Bakovka in scheduling interviews for the two positions that were open simultaneously. The Etsy charges were for summer reading shirts. The Red Cross charges were for the online portion of CPR certification for the staff. The \$2525.99 charge with American AED was for the purchase of the AED machine, which should arrive in July. Game Stop had a buy one, get one free video game sale, so Becky and Faith stocked up on games and split the charges.
 - b. YTD Budget vs. Actuals was reviewed.
 - c. United Bank Accounts were reviewed. The board would like Bakovka or Marsh to inquire with the bank about maturity dates of the CDs. Approval to roll the CD ending in 344 into a new CD upon maturation motioned by Fryling and seconded by Marsh. All yes, motion passed.
 - d. Approval of paid bills motioned by Byville and seconded by Augustin. All yes, motion passed.
- VI. Director's Report

- a. Bakovka updated the board on the status of CPR/First Aid training. All staff have finished online portion and now have 90 days to complete the in-person skills test, which Bakovka would like to schedule as a full group. Bakovka proposes early closure (1pm) on Tuesday, July 18 for the staff to attend the in-person training together. Approval of early closure on July 18 for the purpose of staff CPR/First Aid skills testing motioned by Augustin and seconded by Kuhn. All yes, motion passed.
- b. Summerfest was a great success – the book sale yielded \$564.13 in sales, 114 people participated in the community art piece, and 211 people signed up for summer reading. Both open positions have been filled – Jess is the new circulation assistant and Tori is the new youth librarian. Tori helped at Summerfest and will be in starting on Monday June 19. Bakovka and Faith will be attending ALA in Chicago next week, leaving Thursday and returning the following Tuesday. Bakovka dealt with a few bats in the library a few weeks ago but has not seen any since.
- c. Monthly Statistics were reviewed. The most popular day in May was Thursdays. Program attendance dropped a bit; this was likely due to the end of school year, preparations for summer reading, and having no youth librarian.
- d. The Youth Services report was reviewed. Bakovka did two story times, with 21 attendees. Faith took over after school art and had one of the biggest months to date. Sarah stepped in to lead Lego club and Pokemon trainers. 30 kids attended the June Bee Kind story time.
- e. The Adult Services report was reviewed. There were 17 attendees for the mini pinata craft. The seed library is winding down but still had 36 packets taken in May. Henika will host author Sharon Emery on June 16 as part of the Michigan Notable Authors Tour.
- f. The Circulation report was reviewed. Overall YTD circulation is up significantly compared to last year at this time. Computer sessions were very high in May, with lots of kids playing computer games after school.

VII. Committee Reports

- a. Building and Grounds Committee Meeting 5/17
 - i. Fryling reviewed the minutes from the May 17 meeting. The committee is exploring potential avenues for growth/expansion. Marsh's proposal about acquiring an existing building has not yet received a response. The committee is looking at construction manager proposals and exploring the opportunity to purchase the parking lot for future expansion.
- b. Finance Committee Meeting 5/24
 - i. Marsh reviewed the minutes from the May 24 meeting. The committee discussed PTO and parental leave with a goal of clarifying policies. Meeting again this week to continue discussions.

VIII. Unfinished Business: no unfinished business.

IX. New Business

- a. Electronic Transactions of Public Funds Policy (Meghan/Tami)
 - i. Bakovka explained the necessity for an electronic transactions policy and presented a boilerplate policy from our lawyer. The policy would allow us to use PayPal to receive electronic payments. PayPal offers lower fees for nonprofits and allows the payee to cover the fees if they so choose. Adoption of the Electronic Transactions of Public Funds Policy as written motioned by Augustin and seconded by Fryling. A roll call vote was conducted. All yes, motion passed.
 - 1. Simmons YES
 - 2. Byville YES
 - 3. Powell YES
 - 4. Fryling YES
 - 5. Marsh YES
 - 6. Augustin YES
 - 7. Kuhn YES
 - 8. Musgrave ABSENT
- b. Purchase Parking Lot (Meghan, Jacqui)
 - i. Bakovka reached out to City about the option of purchasing the parking lot. The City Manager and Mayor shared that the City does not have a long-term strategic purpose for the parking lot, so they would likely be able to sell it to Henika for a nominal fee. Henika would be responsible for all fees associated with the purchase and the proposal would need to be approved by the full City Council. With the sale, Henika would need to take over maintenance of the parking lot, including plowing/salting. Approval to move forward with the proposal to purchase the parking lot from the City by having the lawyer draft an agreement motioned by Augustin and seconded by Kuhn. A roll call vote was conducted. All yes, motion passed.
 - 1. Simmons YES
 - 2. Byville YES
 - 3. Powell YES
 - 4. Fryling YES
 - 5. Marsh YES
 - 6. Augustin YES
 - 7. Kuhn YES
 - 8. Musgrave ABSENT
- c. Vice President and Planning Committee Seat Openings
 - i. Nominee for Vice President of the Board
 - 1. Bakovka gave a brief overview of the role of the Vice President.

2. Nomination of Byville for board Vice President for the remainder of the current term motioned by Kuhn and seconded by Fryling. All yes, motion passed.
- ii. Planning Committee Seat
 1. Augustin gave an overview of the committees and roles. The Planning Committee is currently meeting quarterly to check in on the strategic plan.
 2. Powell to join the Planning Committee.
 3. Simmons to serve as Planning Committee Chair.

X. Around the Table

- a. Marsh is happy Bakovka has hired the open positions and noted that she has an excellent reputation for finding the right person. Met Tori on Saturday, impression is that she will fit in and do great.
- b. Bakovka is excited for summer reading and encouraged everyone to sign up. Excited for ALA; already been invited to events by some of our vendors, got so many great ideas last year.
- c. Fryling welcomed Sarah to the board.
- d. Powell is glad to be here, appreciates the opportunity. Will not be at July meeting.
- e. Byville asked about the results of the load test on the lift system. Bakovka stated it passed and the inspector should be back out now that load test is complete. The lift system looked at every three months.
- f. Simmons had a good time at Summerfest, was glad to be able to help/volunteer. Book sale was great, lots of people looking at books, lots of books available. Signed up for summer reading, looking forward to that. Looking forward to upcoming programs.
- g. Kuhn is excited for summer reading. Met Tori at Summerfest and thinks she will be great. Looking forward to summer programs.
- h. Augustin welcomed Sarah. Missed Summerfest due to caring for a family member, excited for summer reading.

XI. Adjournment of the meeting motioned by Augustin and seconded by Kuhn. Meeting adjourned at 7:54 pm.



June 2023 Statement

Open Date: 05/13/2023 Closing Date: 06/13/2023



Visa® Business Cash Card

Account: [REDACTED]

HENIKADISTRICTLIBRARY [REDACTED]

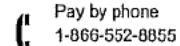
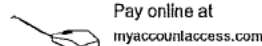
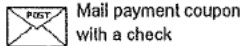
Elan Financial Services (1-866-552-8855
BUS 30 ELN 8 9

New Balance	\$2,493.83
Minimum Payment Due	\$25.00
Payment Due Date	07/10/2023

Activity Summary		
Previous Balance	+	\$3,900.66
Payments	-	\$3,900.66CR
Other Credits		\$0.00
Purchases	+	\$2,493.83
Balance Transfers		\$0.00
Advances		\$0.00
Other Debits		\$0.00
Fees Charged		\$0.00
Interest Charged		\$0.00
New Balance	=	\$2,493.83
Past Due		\$0.00
Minimum Payment Due		\$25.00
Credit Line		\$15,500.00
Available Credit		\$13,006.17
Days in Billing Period		32

Reward Points	
Earned This Statement	2,823
Reward Center Balance as of 06/12/2023	4,428
For details, see your rewards summary.	

Payment Options:



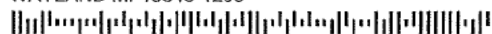
Please detach and send coupon with check payable to: Elan Financial Services [REDACTED]



24-Hour Elan Financial Services: 1-866-552-8855

- to pay by phone
- to change your address

HENIKADISTRICTLIBRARY
ACCOUNTS PAYABLE
149 S MAIN ST
WAYLAND MI 49348-1208

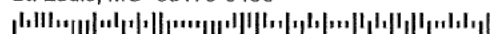


Account Number	[REDACTED]
Payment Due Date	7/10/2023
New Balance	\$2,493.83
Minimum Payment Due	\$25.00

Amount Enclosed \$ _____

Elan Financial Services

P.O. Box 790408
St. Louis, MO 63179-0408



What To Do If You Think You Find A Mistake On Your Statement

If you think there is an error on your statement, please call us at the telephone number on the front of this statement, or write to us at: Elan Financial Services, P.O. Box 6335, Fargo, ND 58125-6335.

In your letter or call, give us the following information:

- ▶ Account information: Your name and account number.
- ▶ Dollar amount: The dollar amount of the suspected error.
- ▶ Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake. You must contact us within 60 days after the error appeared on your statement. While we investigate whether or not there has been an error, the following are true:
 - ▶ We cannot try to collect the amount in question, or report you as delinquent on that amount.
 - ▶ The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
 - ▶ While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
 - ▶ We can apply any unpaid amount against your credit limit.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at: Elan Financial Services, P.O. Box 6335, Fargo, ND 58125-6335. While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

Important Information Regarding Your Account

1. **INTEREST CHARGE:** Method of Computing Balance Subject to Interest Rate: We calculate the periodic rate or interest portion of the INTEREST CHARGE by multiplying the applicable Daily Periodic Rate ("DPR") by the Average Daily Balance ("ADB") (including new transactions) of the Purchase, Advance and Balance Transfer categories subject to interest, and then adding together the resulting interest from each category. We determine the ADB separately for the Purchases, Advances and Balance Transfer categories. To get the ADB in each category, we add together the daily balances in those categories for the billing cycle and divide the result by the number of days in the billing cycle. We determine the daily balances each day by taking the beginning balance of those Account categories (including any billed but unpaid interest, fees, credit insurance and other charges), adding any new interest, fees, and charges, and subtracting any payments or credits applied against your Account balances that day. We add a Purchase, Advance or Balance Transfer to the appropriate balances for those categories on the later of the transaction date or the first day of the statement period. Billed but unpaid interest on Purchases, Advances and Balance Transfers is added to the appropriate balances for those categories each month on the statement date. Billed but unpaid Advance Transaction Fees are added to the Advance balance of your Account on the date they are charged to your Account. Any billed but unpaid fees on Purchases, credit insurance charges, and other charges are added to the Purchase balance of the Account on the date they are charged to the Account. Billed but unpaid fees on Balance Transfers are added to the Balance Transfer balance of the Account on the date they are charged to the Account. In other words, billed and unpaid interest, fees, and charges will be included in the ADB of your Account that accrues interest and will reduce the amount of credit available to you. To the extent credit insurance charges, overlimit fees, Annual Fees, and/or Travel Membership Fees may be applied to your Account, such charges and/or fees are not included in the ADB calculation for Purchases until the first day of the billing cycle following the date the credit insurance charges, overlimit fees, Annual Fees and/or Travel Membership Fees (as applicable) are charged to the Account. Prior statement balances subject to an interest-free period that have been paid on or before the payment due date in the current billing cycle are not included in the ADB calculation.

2. **Payment Information:** We will accept payment via check, money order, the internet (including mobile and online) or phone or previously established automatic payment transaction. You must pay us in U.S. Dollars. If you make a payment from a foreign financial institution, you will be charged and agree to pay any collection fees added in connection with that transaction. The date you mail a payment is different than the date we receive the payment. The payment date is the day we receive your check or money order at Elan Financial Services, P.O. Box 790408, St. Louis, MO 63179-0408 or the day we receive your internet or phone payment. All payments by check or money order accompanied by a payment coupon and received at this payment address will be credited to your Account on the day of receipt if received by 5:00 p.m. CT on any banking day. Payments sent without the payment coupon or to an incorrect address will be processed and credited to your Account within 5 banking days of receipt. Payments sent without a payment coupon or to an incorrect address may result in a delayed credit to your Account, additional INTEREST CHARGES, fees, and/or Account suspension. The deadline for on-time internet and phone payments varies, but generally must be made before 5:00 p.m. CT to 8 p.m. CT depending on what day and how the payment is made. Please contact Elan Financial Services for internet, phone, and mobile crediting times specific to your Account and your payment option. Banking days are all calendar days except Saturday, Sunday and federal holidays. Payments due on a Saturday, Sunday or federal holiday and received on those days will be credited on the day of receipt. There is no prepayment penalty if you pay your balance at any time prior to your payment due date.

3. **Credit Reporting:** We may report information on your Account to Credit Bureaus. Late payments, missed payments or other defaults on your Account may be reflected in your credit report.



Business Cash

Rewards Center Activity as of 06/12/2023	
Rewards Center Activity*	0
Rewards Center Balance	4,428

*This item includes points redeemed, expired and adjusted.

	This Statement	Year to Date
Rewards Earned		
Points Earned on All Purchases	2,494	12,313
2 Extra Points - Telecom & Office Supply	286	608
1 Extra Point - Restaurants & Gas	43	48
Total Earned	2,823	12,969

Important Messages

Paying Interest: You have a 24 to 30 day interest-free period for Purchases provided you have paid your previous balance in full by the Payment Due Date shown on your monthly Account statement. In order to avoid additional INTEREST CHARGES on Purchases, you must pay your new balance in full by the Payment Due Date shown on the front of your monthly Account statement.

There is no interest-free period for transactions that post to the Account as Advances or Balance Transfers except as provided in any Offer Materials. Those transactions are subject to interest from the date they post to the Account until the date they are paid in full.

Transactions BAKOVKA, CIERRA J Credit Limit \$15500

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Purchases and Other Debits					
05/16	05/15	6260	CHICAGO BOOKS & JOURNA CHICAGO IL	\$77.64	Supplies
05/16	05/15	8530	TEACHERSPAYTEACHERS.CO 646-588-0910 NY	\$5.00	Supplies
05/17	05/16	0685	SCHOOL OUTFITTERS LLC 800-260-2776 OH	\$834.44	Furni
05/19	05/18	4309	ZAZZLE INC 888-892-9953 CA	\$31.89	Supplies
05/19	05/18	3041	BONFIRE.COM HTTPSBONFIRE. VA	\$25.95	Supplies
05/19	05/18	9710	BONFIRE.COM HTTPSBONFIRE. VA	\$25.95	Supplies
05/19	05/18	9764	Etsy.com - HappiMissCl 718-8557955 NY	\$27.18	Ad Promo
05/22	05/21	6173	IMPRINT.COM HTTPSIMPRINT. TX	\$74.27	Ad Promo
05/22	05/21	5712	WHENIWORK.COM WHENIWORK.COM MN	\$20.00	CS
05/23	05/22	1283	ZOOM.US 888-799-9666 WWW.ZOOM.US CA	\$16.95	CS
05/23	05/23	7780	ZAZZLE INC 888-892-9953 CA	\$11.44	Supplies
05/26	05/25	7078	DOLLAR TREE JENISON MI	\$18.58	Supplies
05/30	05/25	2179	DOLLAR-GENERAL #9954 WAYLAND MI	\$16.43	Supplies
06/02	06/01	1523	AMAZON.COM*942KH3E83 A AMZN.COM/BILL WA	\$39.99	Supplies
06/02	06/01	1419	ADOBE *ACROPRO SUBS 408-536-6000 CA	\$21.19	CS
06/05	06/04	2239	AMZN Mktp US*OR8Z29ZO3 Amzn.com/bill WA	\$44.39	Supplies
06/05	06/04	5202	AMZN Mktp US*C60572ZE3 Amzn.com/bill WA	\$19.98	Supplies
06/05	06/04	4832	AMZN Mktp US*N52XT0G43 Amzn.com/bill WA	\$22.69	Supplies

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June 2023 Statement 05/13/2023 - 06/13/2023
 HENIKADISTRICTLIBRARY [REDACTED]

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Elan Financial Services (1-866-552-8855

Transactions BAKOVKA, CIERRA J Credit Limit \$15500

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
06/05	06/02	7753	DOLLAR TREE JENISON MI	\$10.60	Supplies
06/06	06/05	9536	ZAZZLE INC 888-892-9953 CA	\$19.26	Supplies
06/06	06/05	2076	Etsy.com - HappiMissCl 718-8557955 NY	\$29.30	Ad Promo
06/06	06/05	9847	BONFIRE.COM HTTPSBONFIRE.VA	\$25.95	Supplies
06/07	06/06	6404	ZAZZLE INC 888-892-9953 CA	\$46.10	Ad Promo
06/07	06/06	9707	AMERICAN RED CROSS 800-733-2767 DC	\$29.60	Mem T
06/07	06/07	2447	MEIJER # 026 877-363-4537 MI	\$100.19	Ad Promo Supplies
06/07	06/07	2294	AMZN Mktp US*0M89G5573 Amzn.com/bill WA	\$19.18	Supplies
06/08	06/07	1836	STICKER MULE STICKERMULE.C NY	\$126.00	Ad Promo CS
06/08	06/07	3171	CHECKR, INC CHECKR.COM HTTPSCHECKR.C CA	\$29.99	CS
06/09	06/09	9760	AMZN Mktp US*W707C75F3 Amzn.com/bill WA	\$17.08	Supplies
06/12	06/10	0487	LITTLE CAESARS 3565-00 616-551-2771 MI	\$43.42	Ad Promo
06/13	06/12	0936	AMAZON.COM*G81IV0MM3 A AMZN.COM/BILL WA	\$92.31	Supplies
Total for Account [REDACTED]				\$1,922.94	

Transactions FETTY, FAITH Credit Limit \$5000

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Purchases and Other Debits					
05/15	05/11	3644	HARDING'S MARKET #3 WAYLAND MI	\$4.04	YP
05/17	05/16	2078	eBay O*25-10058-64571 408-3766151 CA	\$25.31	YP
05/19	05/17	4419	ALDI 67043 PLAINWELL MI	\$63.70	YP
05/22	05/18	7573	DOLLAR-GENERAL #9954 WAYLAND MI	\$18.55	Supplies
05/22	05/19	8828	DOLLAR TREE GRAND RAPIDS MI	\$30.48	Supplies
05/23	05/22	2103	USPS PO 2597840348 WAYLAND MI	\$126.00	Post
05/23	05/22	3581	SP AP HUNTAKILLER HTTPSSHOP.HUN MD	\$74.95	AM
05/23	05/22	2827	WALMART.COM 8009666546 800-966-6546 AR	\$32.36	AP
05/26	05/24	3075	MEIJER # 191 877-363-4537 MI	\$34.88	Sup \$9.92 YP 24.96
05/30	05/26	9084	HOMEDEPOT.COM 800-430-3376 GA	\$5.98	AP
05/30	05/26	1865	IN *RED WAGON GARDEN C DORR MI	\$37.29	Supplies BG
05/30	05/26	1628	DOLLAR-GENERAL #9954 WAYLAND MI	\$7.95	AP
05/30	05/25	7758	HOMEDEPOT.COM 800-430-3376 GA	\$11.96	AP
05/30	05/26	2775	JOANN STORES*JOANN.COM 888-739-4120 OH	\$28.17	Supplies
06/01	05/31	9822	DOLLAR TREE PLAINWELL MI	\$24.50	Sup 13.25 AP 11.25
06/12	06/10	2813	DOLLAR-GENERAL #9954 WAYLAND MI	\$10.00	Supplies
06/12	06/11	5963	AMZN Mktp US*227EN08K3 Amzn.com/bill WA	\$20.99	YP
06/12	06/09	3978	DOLLAR-GENERAL #9954 WAYLAND MI	\$13.78	AP
Total for Account [REDACTED]				\$570.89	



Transactions BILLING ACCOUNT ACTIVITY

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Payments and Other Credits					
05/30	05/25	0110	PAYMENT THANK YOU	\$3,900.66CR	
Total for Account [REDACTED]				\$3,900.66CR	

2023 Totals Year-to-Date	
Total Fees Charged in 2023	\$0.00
Total Interest Charged in 2023	\$0.00

Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

**APR for current and future transactions.

Balance Type	Balance By Type	Balance Subject to Interest Rate	Variable	Interest Charge	Annual Percentage Rate	Expires with Statement
**BALANCE TRANSFER	\$0.00	\$0.00	YES	\$0.00	24.99%	
**PURCHASES	\$2,493.83	\$0.00	YES	\$0.00	24.99%	
**ADVANCES	\$0.00	\$0.00	YES	\$0.00	28.99%	

Contact Us

<p> Phone</p> <p>Voice: 1-866-552-8855 TDD: 1-888-352-6455 Fax: 1-866-807-9053</p>	<p> Questions</p> <p>Elan Financial Services P.O. Box 6353 Fargo, ND 58125-6353</p>	<p> Mail payment coupon with a check</p> <p>Elan Financial Services P.O. Box 790408 St. Louis, MO 63179-0408</p>	<p> Online</p> <p>myaccountaccess.com</p>
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ACCOUNTANTS' COMPILATION REPORT

To The Board
Henika District Library
Wayland, MI

The Board is responsible for the accompanying financial statements of Henika District Library, a nonprofit organization, which comprise the Statement of Financial Position as of June 30, 2023, and the related Statements of Activities for the one month and six months then ended in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by the Board. We do not express an opinion, a conclusion, nor provide any assurance on these financial statements.

The Board has elected to omit substantially all the disclosures ordinarily required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Company's financial position, results of operations, and cash flows. Accordingly, the financial statements are not designed for those who are not informed about such matters.

We are not independent with respect to Henika District Library.

Walker, Fluke & Sheldon, PLC
Hastings, Michigan
July 6, 2023

**Henika District Library
Statement of Financial Position
As of June 30, 2023**

ASSETS

Current Assets:

Cash-Checking	\$ 262,641.10
Cash-Savings	514,459.35
Prepaid Payroll	7,774.96
Certificate of Deposit - 740	52,127.35
Certificate of Deposit - 090	5,364.04
Certificate of Deposit - 104	5,364.04
Certificate of Deposit - 112	5,364.04
Certificate of Deposit - 120	5,364.04
Certificate of Deposit - 139	5,364.04
Certificate of Deposit - 344	1,021.39
Building Fund 171	3,076.46
Savings - Building Fund	101,949.35
Property Taxes Receivable	331,103.06
Due from Other Units of Government	<u>2,072.78</u>

Total Current Assets \$ 1,303,046.00

Total Assets \$ 1,303,046.00

See Accountants' Compilation Report

Henika District Library
Statement of Financial Position
As of June 30, 2023

LIABILITIES AND NET ASSETS

Current Liabilities:

Due to the Federal Government	\$ (212.35)
Accrued Payroll	4,110.00
Deferred Property Taxes	<u>331,103.06</u>

Total Current Liabilities \$ 335,000.71

Net Assets:

Fund Balance-Unrestricted	<u>762,554.00</u>
---------------------------	-------------------

Total Net Assets-Beginning 762,554.00

Change in Net Assets 205,491.29

Total Net Assets 968,045.29

Total Liabilities and Net Assets \$ 1,303,046.00

Henika District Library
Statements of Activities
For the 1 Month and 6 Months Ended June 30, 2023

	<u>Total Year Budget</u>	<u>1 Month Ended Jun. 30, 2023</u>	<u>6 Months Ended Jun. 30, 2023</u>	<u>Year-To-Date Variance</u>
Revenues:				
Township Revenue	\$ 206,841.00	\$ 0.00	\$ 206,840.82	\$ (0.18)
City Revenue	178,000.00	0.00	160,444.75	(17,555.25)
State Aid	10,000.00	0.14	6,503.52	(3,496.48)
Penal Fines	30,000.00	0.00	13,741.92	(16,258.08)
Copier & Fax Income	1,474.00	291.60	2,110.82	636.82
Fines	265.00	103.88	419.23	154.23
Interest Income	2,800.00	57.57	4,010.82	1,210.82
Memorial Donations	210.00	83.96	303.91	93.91
Book Sales	150.00	564.50	727.45	577.45
Federal E-Rate	4,000.00	250.00	2,547.61	(1,452.39)
Grants	5,500.00	0.00	5,500.00	0.00
Miscellaneous Income	10,070.00	0.00	270.41	(9,799.59)
Total Revenues	<u>449,310.00</u>	<u>1,351.65</u>	<u>403,421.26</u>	<u>(45,888.74)</u>
Employee Expenses:				
Wages	200,000.00	12,243.08	87,097.43	112,902.57
Employee Benefits	35,000.00	2,513.47	16,066.75	18,933.25
FICA Expense	15,000.00	936.59	6,862.28	8,137.72
State Unemployment Tax	0.00	5.72	82.93	(82.93)
Total Employee Expenses	<u>250,000.00</u>	<u>15,698.86</u>	<u>110,109.39</u>	<u>139,890.61</u>
Operating Expenses:				
Memberships & Training	8,500.00	230.03	2,153.03	6,346.97
Bank Charges	50.00	0.00	0.00	50.00
Insurance & Bonds	3,000.00	423.00	423.00	2,577.00
Programming	17,000.00	1,434.96	11,575.80	5,424.20
Office Supplies	10,000.00	811.98	3,722.99	6,277.01
Furnishings	11,000.00	834.44	5,498.99	5,501.01
Equipment	19,025.00	438.07	5,424.29	13,600.71
Materials	36,165.00	3,107.06	19,844.35	16,320.65
Accounting	14,520.00	873.90	7,801.80	6,718.20
Contractual Services	35,000.00	1,048.32	13,692.59	21,307.41
Communications	3,000.00	256.95	1,623.37	1,376.63
Technology Support	4,000.00	162.50	732.50	3,267.50
Advertising	2,650.00	446.46	1,475.71	1,174.29
Postage	400.00	126.00	202.20	197.80

See Accountants' Compilation Report

Henika District Library
Statements of Activities
For the 1 Month and 6 Months Ended June 30, 2023

	<u>Total Year Budget</u>	<u>1 Month Ended Jun. 30, 2023</u>	<u>6 Months Ended Jun. 30, 2023</u>	<u>Year-To-Date Variance</u>
Utilities	11,000.00	663.36	4,017.57	6,982.43
Maintenance-Building/Grounds	20,000.00	947.29	7,893.22	12,106.78
Maintenance-Equipment	4,000.00	165.00	1,636.00	2,364.00
Miscellaneous	0.00	100.00	103.17	(103.17)
Total Operating Expenses	<u>199,310.00</u>	<u>12,069.32</u>	<u>87,820.58</u>	<u>111,489.42</u>
Total Expenses	<u>449,310.00</u>	<u>27,768.18</u>	<u>197,929.97</u>	<u>251,380.03</u>
Change in Net Assets	<u>\$ 0.00</u>	<u>\$ (26,416.53)</u>	<u>\$ 205,491.29</u>	<u>\$ 205,491.29</u>

See Accountants' Compilation Report



Home

Alerts

You have no alerts.

Accounts


PUBLIC FUND CASH MANAGEMENT CHECKING XXXX7152	Current balance \$264,536.53
PUBLIC FUNDS HIGH-YIELD SAVINGS XXX013	Current balance \$519,059.08
BUILDING FUND XXX212	Current balance \$102,744.25
CONTINGENCY FUND XXX740	Current balance \$52,231.23
BUILDING FUND XXX090	Current balance \$5,369.59
BUILDING FUND XXX104	Current balance \$5,369.59
BUILDING FUND XXX112	Current balance \$5,369.59
BUILDING FUND XXX120	Current balance \$5,369.59
BUILDING FUND XXX139	Current balance \$5,369.59

BUILDING FUND	Current balance
XXX171	\$3,079.52

BUILDING FUND	Current balance
XXX344	\$1,025.71

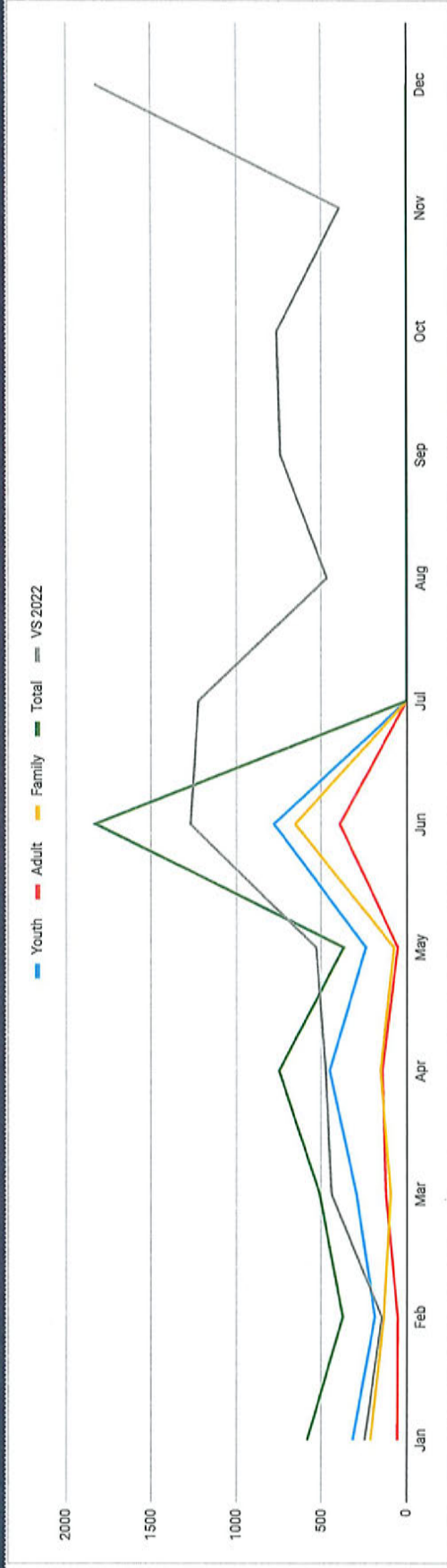
United Bank

900 East Paris Ave SE | Grand Rapids, MI 49546 | 616.559.7000 | 800.968.1990

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Program Attendance 2023

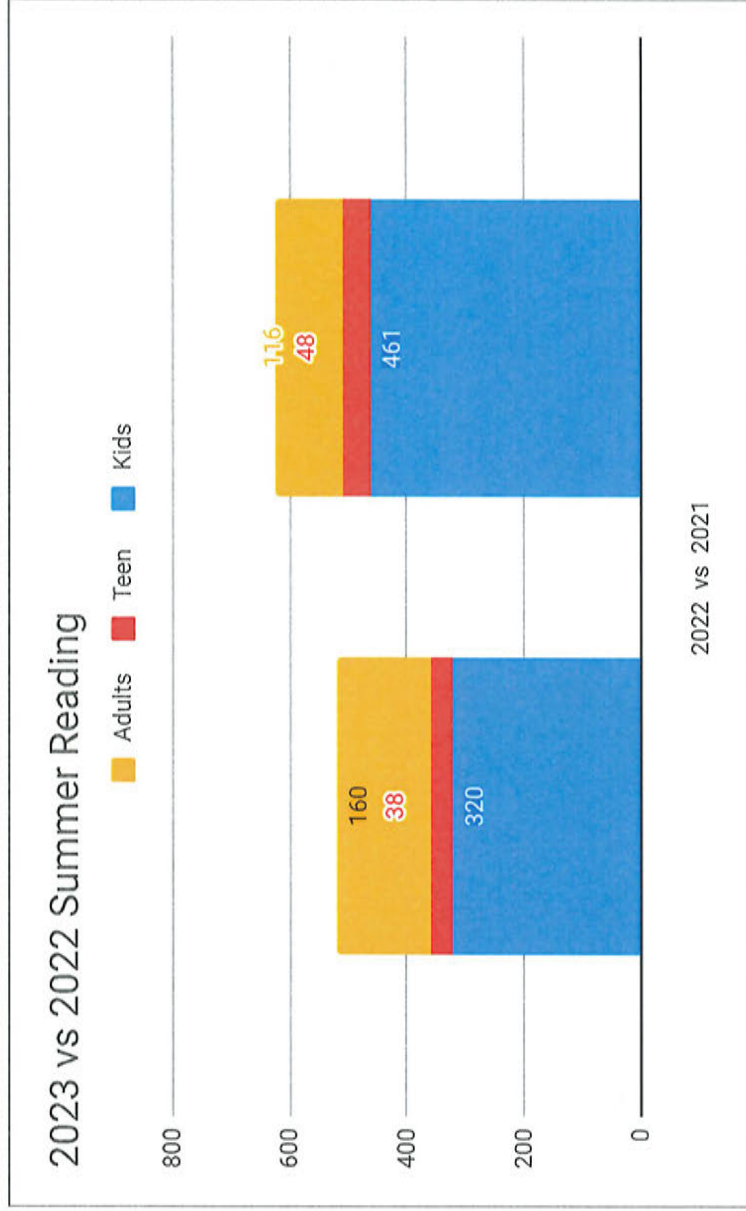


Summary

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	Average
Youth In-Person	307	183	292	419	232	414	0	0	0	0	0	0	1,847	154
Youth Reading	10	5	3	7	8	364	0	0	0	0	0	0	397	33
Youth Take-Home	0	0	0	25	0	0	0	0	0	0	0	0	25	2
Adult In-Person	45	52	116	143	53	61	0	0	0	0	0	0	470	39
Adult Reading	9	0	3	0	0	166	0	0	0	0	0	0	178	15
Adult Take-Home	0	0	3	0	0	166	0	0	0	0	0	0	169	14
Family In-Person	118	12	39	32	6	624	0	0	0	0	0	0	831	69
Family Take-Home	96	122	55	123	70	31	0	0	0	0	0	0	497	41

Program Types

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	Average
Youth In-Person	307	183	292	419	232	414	0	0	0	0	0	0	1,847	154
Youth Reading	10	5	3	7	8	364	0	0	0	0	0	0	397	33
Youth Take-Home	0	0	0	25	0	0	0	0	0	0	0	0	25	2
Adult In-Person	45	52	116	143	53	61	0	0	0	0	0	0	470	39
Adult Reading	9	0	3	0	0	166	0	0	0	0	0	0	178	15
Adult Take-Home	0	0	3	0	0	166	0	0	0	0	0	0	169	14
Family In-Person	118	12	39	32	6	624	0	0	0	0	0	0	831	69
Family Take-Home	96	122	55	123	70	31	0	0	0	0	0	0	497	41



Summary

	June	July	August	Total	VS 2022
Kids	320	0	0	320	461
Teen	38	0	0	38	48
Adult	160	0	0	160	116
Total [1]	518	0	0	518	625

SUMMER READING STATS / Finished 2023

	2023			2022			2021		
	Participated	Finished	%	Participated	Finished	%	Participated	Finished	%
Children	320	44	14%	461	106	23%	90	29	32%
Teens	38	2	5%	48	9	19%	14	1	7%
Adults	160	10	6%	116	41	35%	39	11	28%
Total	518	56	11%	625	156	25%	143	41	29%

Sign Up inc 83%

Finisher Increase 36%

June 2023

Youth Services Report

Tori Schreur, Youth Services Librarian

Be Kind Storytime: 26 attendees. Cierra led storytime with fun stories, songs, and a sharing activity to display the importance of being kind to others.

Tunes N' Tales: 23 attendees came out to listen to stories and songs about friendship outside with Miss Tricia.

Basic Animal Drawing: 12 attendees. This was a hired vendor who came in and ran the program. Corrine Roberts came and showed the kids how to draw different animals.

Chalk the Block: 20 attendees making up both children and their families. This was the first event I (Tori) was able to attend, and it was nice talking with the parents and their children.

Talk with a Photographer: 3 teen attendees showed up for this event. Mina from Mina's photos worked with the teens and their cameras to show them how to take the perfect shot, as well as different editing techniques.

1000 Books before Kindergarten: 0 new sign-ups. 6 kiddos moved on to the next sheet.

Summer Reading Program: As of June 30th, 320 Children and 38 teens are enrolled in the Summer Reading Program, with 44 children and 2 teens who have completed the entire reading program.

John Ball Zoo: 61 kids and their adult got to enjoy Abby and her zoo animals! We got to see Boba and Earl the rats, a snake, frog, and turtle. The kids loved being able to touch both the snake and the turtle.

Looking forward:

Tori will be out of town the first week of July. Preschool Storytime will be led by Cierra on July 6th. Faith will be running the family Tye-dye event on Saturday, July 8th. On Thursday, July 13th, Tori and Sarah will be doing the Teen Pop Sockets. And one of the last events rounding out July is Joel's Magic show on Friday, July 21st.

Programs & Attendance

Summerfest: Community Art Project (In-Person): 114

This was awesome! Jess was a big help during this program and helped with touchups afterwards as well. Kids especially were having a good time painting in their books and quite a few got creative with colors! Afterwards, I added the background, outlined the books, and added some whimsical details. I named the piece "Shelves of Wonder" and we have it hanging above the chess board with a little bit of information and pictures of its creation.



Create Together: Cactus Pillows (In-Person): 11

These turned out so cute! The cactus pillows were fairly easy and low maintenance aside from the trimming of the pompoms. Would do something similar again!

Strokes of Genius (In-Person): 14

I tried something a little different to encourage cooperation (and tie into our SRP theme) this time around. Patrons mixed their own unique colors and then painted each other's canvases with their color. This created a unique challenge of figuring out which color everyone was missing. Next time I would write everyone's names on their canvases/color cups as that made it a bit difficult. All patrons interacted with one another and made some pretty interesting pieces!

Here's a sample:



Into the Multiverse Trivia @ OpenRoad Brewery (In-Person): 11

This was something new I hadn't done before, but I think it went pretty well. I made most of the questions just a little too hard, so I will keep that in mind for the future. Most participants asked if I would be doing something similar again!

MI Notable Book Author Visit (In-Person): 6

Sharon Emery was a delight to have visit Henika. I am very happy we were selected to host a 2023 MI Notable Book Author at our small library! Turnout wasn't very impressive, but patrons had quality interactions with the author.

Spice Club: Cinnamon (In-Person): 12

I think I introduced some kids to their new favorite drink! We made horchata, a sweet Mexican drink, and I didn't even have time to snap some pictures before it was all gone! Spice Club continues to have decent attendance despite not requiring registration.

Intro to Caricatures w/ Corinne Roberts (In-Person): 13

Corinne was a very good teacher. I joined in as well and drew some passable faces. If we have her back, I would probably offer a different class for the adults such as the intro to animal drawing as caricatures were pretty difficult even with her step-by-step instructions.

Seed Library (Passive): 3 People, 9 Packets

The Seed Library continues to wind down after the planting season. I will begin requesting seed donations from seed sellers and our patrons in August/September to prep for next year.

All Together Now SRP (Passive): 183

Wow! I have surpassed my goal of 150 registrants for Summer Reading before July! I am very happy with these numbers and am excited to see how many I'll get to register before the end of the program. My new goal is 200!

Total Program Participants: 367

Looking Forward

More trivia! I will be hosting Game of Thrones Trivia at 4One2 Distillery on July 19th at 7pm. I will also be speaking to The Catz Den about possibly boring their event space for some future trivia/bingo events.

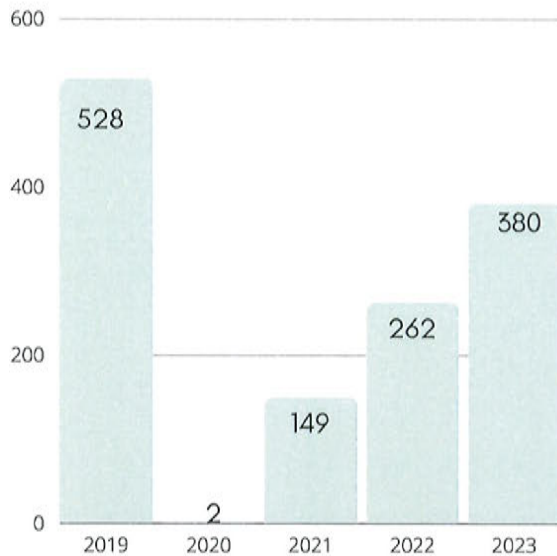
I am very happy to have Tori working at the library and we are already working together on family take-&-makes and family events. Excited to tap into a new well of ideas!

June 2023

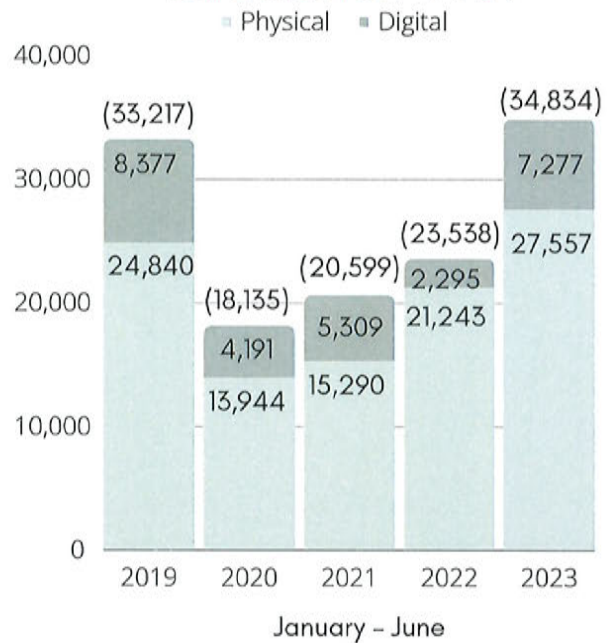
Circulation rates are on the rise all around! As a matter of fact, our Circulation YTD numbers are up 11,296 from last June. Categories showing the most growth from last year during the month of June include: our Special Collection items and Board Games; which have both circulated 3 times what they did last year, Adult eAudio books; which have circulated 2 times what they did last year, and Juvenile eBooks; which have circulated 3.5 times what they did last year. Other notable categories with higher circulation rates than last June include: Adult Print, Teen Print, Juvenile Print, MeL items, Videogames, and Teen eBooks. I anticipate our circulation numbers will continue on this upward trend. Additionally, our computer sessions are up by 118 sessions from last June!

Courtney Schenkhuisen - Circulation Supervisor

Computer Sessions



Circulation YTD:



Henika has 3,010 total patron accounts. 473 of these accounts are active* (not expired). Most expiration dates are set for 3 years upon renewal.

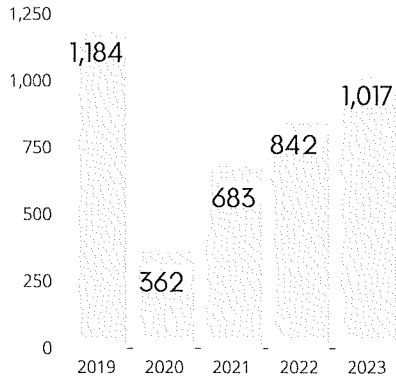
134 Patron accounts added YTD
 33 Patron accounts added in June

- 18 *Wayland City*
- 11 *Wayland Township*
- 4 *Non-Resident*

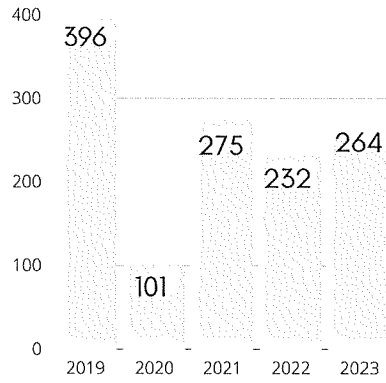
*Active refers to those physically checking out items. This does NOT include those who only borrow e-material.

June Circulation, 2019-2023

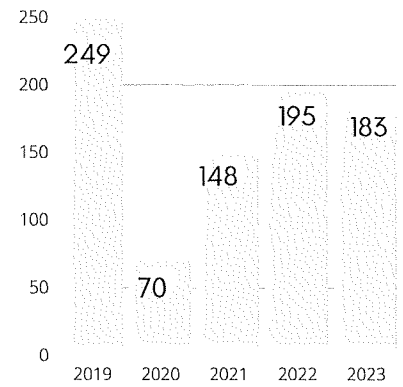
Adult Print



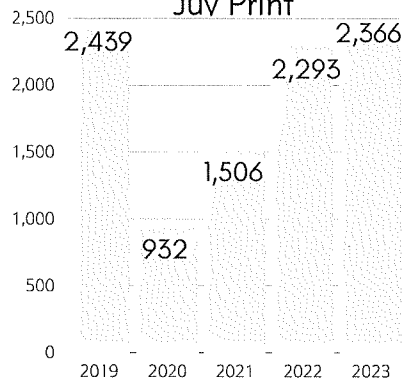
Teen Print



Tween Print

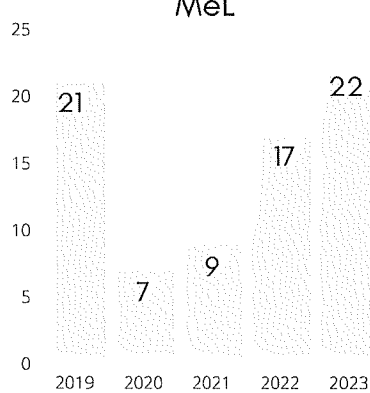


Juv Print

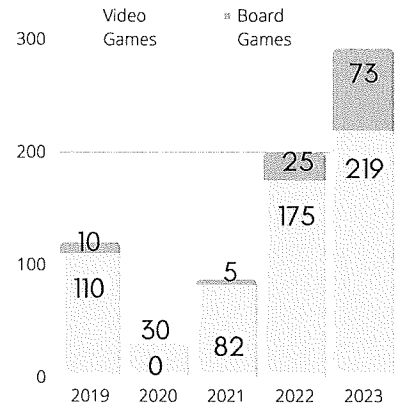


*pictures books, readers, chapter, juv graphic, juv NF

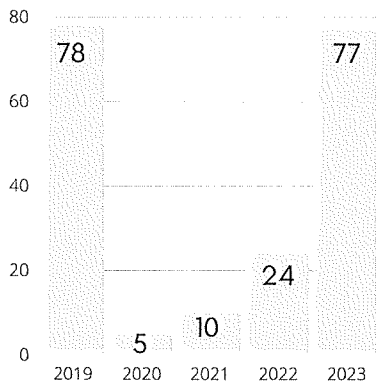
MeL



Games

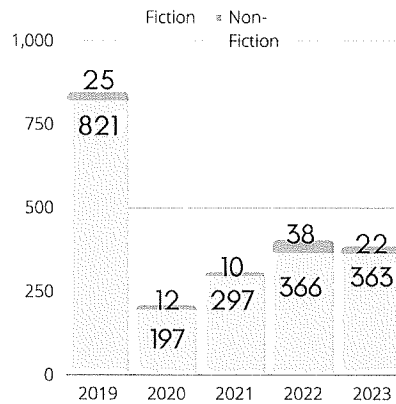


Special Collection

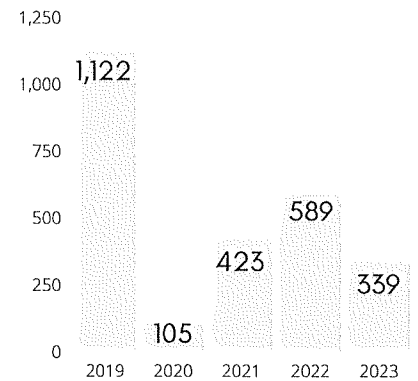


*prior to August 2021, this only included launchpads

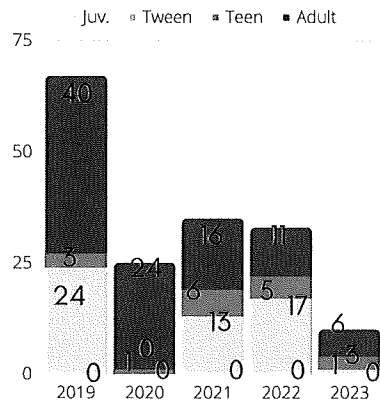
General DVD



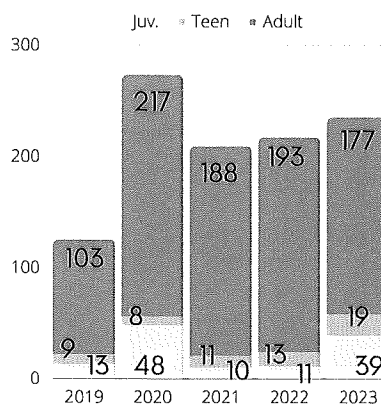
Youth DVD



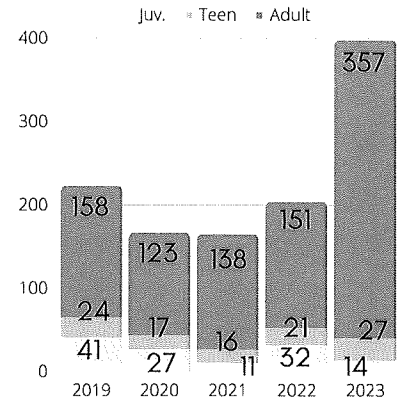
Audiobooks



eBooks



eAudio



Henika District Library
Meeting Minutes

Henika District Library
Finance Committee Meeting
June 15, 2023 at 1:00 pm

Members Present: Meghan Augustin (ex officio), Jacqui Kuhn, Gary Marsh, Maria Musgrave

Members Absent: None

Staff Present: Cierra Bakovka – Director

Guests: None

- I. Call to Order: Meeting called to order at 1:04 pm by Marsh.
- II. Approval of Agenda motioned by Augustin and seconded by Musgrave. All yes, motion passed.
- III. Approval of May 24, 2023 Finance Committee Meeting Minutes motioned by Augustin and seconded by Marsh. All yes, motion passed.
- IV. Unfinished Business
 - a. Assess PTO Policy
 - i. The current PTO policy and draft revisions to the PTO policy were reviewed and discussed. Draft revisions included changes to the amount of PTO granted to employees, adding director check-ins with the board President and Vice President on PTO, and grandfathering to prior PTO amounts for employees already hired in. The committee discussed editing the categories from “full-time employees” to “supervisory employees (employees working an average of 28 hours or more per week)” and “part-time employees” to “employees working an average of 20 to 27 hours per week.”
 - ii. Approval of the updated draft PTO policy as the committee’s recommendation to the board motioned by Kuhn and seconded by Musgrave. A roll call vote was conducted. All yes, motion passed.
 1. Marsh YES
 2. Musgrave YES
 3. Kuhn YES
 - b. Assess Parental Leave
 - i. The current Family Medical Leave policy and draft revisions to the Family Medical Leave policy were discussed. Draft revisions included addition of a paid portion of Family Medical Leave – 50% pay for the first 6 weeks. The committee discussed clarification of

PTO usage for the first 6 weeks and what amount of PTO would be needed for an employee to receive 100% of pay during that time if they so choose; Bakovka to check with lawyer on verbiage. The committee discussed changing qualification for Family and Medical Leave from 25 hours to 28 hours to better match up with other related policies.

- ii. The financial impact of a paid portion of Family and Medical Leave was calculated and discussed. Paying covered employees at 50% pay for the first 6 weeks of a covered family/medical leave would equate to paying up to an additional 3 weeks of pay annually. Though it is unlikely each covered employee would utilize this benefit each year, there is room in the budget to cover the additional expense. The covered employees would be those in the following roles: director, youth librarian, adult librarian, and circulation supervisor.
 - iii. Approval of the updated draft Family and Medical Leave policy as the committee's recommendation to the board motioned by Kuhn and seconded by Musgrave. A roll call vote was conducted. All yes, motion passed.
 1. Marsh YES
 2. Musgrave YES
 3. Kuhn YES
- c. Assess Related Policies
- i. Bereavement Leave
 1. The committee does not recommend carving out bereavement leave as a separate benefit.
 - ii. Gifting of PTO
 1. There is not currently any reference to gifting of PTO in our policies. It has been done on a case-by-case basis in the past. Kuhn recommended that it be added to the PTO policy if it is being done at the director's discretion or that the practice be discontinued if not added to the policy.
 2. Committee members voted on whether gifting of PTO should be allowed. A roll call vote was conducted. A majority voted no, so the committee's recommendation to the board is to not allow gifting of PTO and therefore not include any reference to gifting of PTO in the PTO policy.
 - a. Marsh NO
 - b. Musgrave NO
 - c. Kuhn YES
 - iii. Lactating Mothers
 1. Bakovka noted that Henika follows legal guidelines for lactating mothers, both as patrons and staff. Employees receive breaks based on their shift length, with all shifts receiving at least one break. No further discussion or recommendations needed.

- V. New Business – no new business.
- VI. Around the Table
 - a. Bakvoka had nothing to add.
 - b. Augustin is glad the committee was able to hash out and define things that need to be done.
 - c. Kuhn appreciated the good discussion on these important policies and the respect for each other's opinions when we disagree.
 - d. Marsh is pleased we took the time for discussion and due diligence on these policy recommendations.
 - e. Musgrave noted the importance of bringing recommendations to the board as one voice.
 - f. All present agreed to meet again on July 24 at 4:00 pm.
- VII. Adjournment of the meeting motioned by Marsh and seconded by Kuhn. Meeting adjourned at 2:58 pm.



149 South Main Street
Wayland, MI 49348

269-792-2891 ext. 309
waycb@llcoop.org

JULY 12TH, 2023

Dear Wayland City Council,

I am writing to you on behalf of the Henika District Library Board. We would like to propose that the Henika District Library purchase the parking lot next to the library located at 149 S. Main St that is currently owned by the City for public use. The parking lot itself is already used mainly for library patrons and activities as it is situated between two properties already owned by the library.

With your approval, the library is prepared to takeover all maintenance associated with future upkeep as well as any of the transaction costs and attorney fees associated with the property transfer in exchange for a minimal sales price (\$1.00). Acquiring the lot would allow the library to not only continue to pursue our mission to encourage community and personal growth through diverse materials, services, and experiences here in Wayland, but also to open pathways for future growth of the library itself.

Thank you for your time and consideration.

Sincerely,

Cierra Bakovka
Director

Meghan Augustin
Board President



AGREEMENT TO BUY AND SELL REAL PROPERTY

THIS AGREEMENT TO BUY AND SELL REAL PROPERTY is executed between the Henika District Library, a Michigan library formed under PA 164 of 1877, as amended, of 149 South Main Street, Wayland, Michigan 49348 (“Buyer”), and the City of Wayland, a Michigan municipal corporation, of 103 South Main Street, Wayland, Michigan 49348 (“Seller”). The “Effective Date” of this Agreement is the date it is signed by Buyer.

RECITALS

Seller is the owner of a parcel of real property located in the City of Wayland, County of Allegan, State of Michigan and legally described on Exhibit A (to be attached after survey and title work are obtained), together with all easements, improvements and appurtenances thereto (“Real Property”). The Real Property is immediately south of the Library’s building.

AGREEMENT

The parties agree as follows:

1. Sale and Purchase. Seller agrees to sell the Real Property to Buyer, and Buyer agrees to purchase the Real Property from Seller, for the Purchase Price and according to the terms and conditions set forth in this Agreement. Buyer will pay to Seller the Purchase Price at Closing as provided below. Seller will transfer all division rights with the Real Property.

2. Definitions. As used in this Agreement, the following terms are defined as:

(a) Agreement: This Agreement to Buy and Sell Real Property.

(b) Closing: Consummation of the transaction described in this Agreement. The Closing will take place on a day mutually determined by the parties, but not later than sixty (60) days after Buyer is in receipt of the title commitment (the “Closing Date”), at the office of the Title Insurance Company, or such other place as the parties may agree. “Pre-Closing” means that period from the date of this Agreement to the Closing Date, during which time the parties will work in good faith to satisfy all requirements of this Agreement necessary to transfer the Real Property.

(c) Purchase Price for the Real Property: The Purchase Price for the Real Property is One Dollar and 00/100 (\$1.00), payable in immediately available funds.

(d) Title Insurance Company: To be determined by Buyer.

(e) Permitted Encumbrances: All encumbrances noted on the public record and not objected to by Buyer are Permitted Encumbrances.

3. Title and Survey.

(a) Warranty Deed: At the Closing, Seller will transfer the Real Property to Buyer by warranty deed, subject to the Permitted Encumbrances.

(b) Title Insurance: Within fourteen (14) days of the Effective Date, Buyer will obtain a title commitment for an ALTA Owner's title insurance policy for the Real Property from the Title Insurance Company, which will include copies of all recorded documents identified in the title commitment, in the amount of the Purchase Price, covering title to the Real Property on or after the Effective Date, showing Seller as the owner of the Real Property. The title commitment will be subject to standard exceptions unless Buyer provides the survey described below, and will not provide coverage over the Permitted Encumbrances. Buyer will be responsible for the delivery of any survey required by the Title Insurance Company for the removal of standard exceptions. Any failure to deliver such a survey shall mean that the title insurance policy will be issued with standard exceptions. If the title commitment contains any exception that is not a standard exception and Buyer provides written notice to Seller within ten (10) days after receipt of the title commitment, then Seller shall have the option, but not the obligation, to promptly remove such exception. If Seller elects to not remove such exception (in which event Seller shall notify Buyer in writing within seven (7) days of receipt of Buyer's notice), then Buyer or Seller may terminate this Agreement by written notice to the other within seven (7) days of Seller's written notice of its election not to remove the exception objected to by Buyer. If neither Buyer nor Seller terminate this Agreement, then the parties shall proceed to Closing and such exception shall be treated as a Permitted Encumbrance. If Buyer or Seller terminate this Agreement, the parties will have no further rights or obligations hereunder except as otherwise specifically provided. Seller will pay the cost of a title insurance policy to be subsequently issued pursuant to the title commitment.

(c) Survey: Seller will promptly provide to Buyer a copy of any survey of the Real Property in Buyer's possession. Buyer may, at its option, obtain a new or updated survey ("Survey") of the Real Property. If Buyer obtains a Survey, the costs of the Survey will be paid by Buyer, and Buyer will provide a copy to Seller. Any defects set forth on the Survey which are not objected to in writing from Buyer to Seller before the Closing Date shall be deemed accepted by Buyer and shall be "Permitted Encumbrances". If Seller is unable or unwilling to cure such defects by the Closing Date, then Buyer shall have the rights ascribed to Buyer the same as if Seller fails to cure a title defect.

4. Inspections. Buyer may, prior to Closing, conduct inspections of the Real Property as reasonably determined necessary by Buyer. If the sale does not close, Buyer will repair any damage caused by the inspections. To the extent permitted by law, Buyer will defend, indemnify and hold Seller harmless from any costs, losses, expenses, claims and damages, including reasonable attorney fees, arising from or relating to such inspections.

5. Closing.

(a) Closing Documents: The Closing will occur at a time and place agreed upon by Buyer and Seller within sixty (60) days after Buyer's receipt of the title commitment. At the Closing, the following documents will be executed and delivered by and between the parties:

(i) Seller and Buyer will execute and deliver to each other a Closing Statement reflecting the manner in which the Purchase Price is allocated and paid.

(ii) Buyer will obtain, at Buyer's cost, an owner's policy of title insurance in the form contemplated by Section 3(b) in an amount determined by Buyer.

(iii) Seller will execute and deliver the warranty deed for the Real Property.

(iv) The parties will execute such further documents as are reasonably necessary to evidence and close the transaction.

(b) Purchase Price: At the Closing, Buyer shall pay the Purchase Price for the Real Property in immediately available funds.

(c) Closing Costs: At the Closing, the following expenses will be paid and the Purchase Price will be adjusted in accordance with the following provisions:

(i) Seller will pay all Michigan real property taxes and assessments due or payable prior to Closing. Buyer will pay all real property taxes and assessments due or payable after Closing. Taxes in the year of Closing will be prorated on a calendar year basis. Buyer will pay all recording costs.

(ii) Buyer will pay any Michigan real property transfer tax applicable to the transfer of the Real Property. The parties believe there will be no transfer taxes owed.

(iii) Buyer will pay any closing fees charged by the Title Insurance Company and any Survey costs. Buyer will reimburse Seller for its reasonable attorney fees incurred in this transaction, up to One Thousand Dollars and 00/100 (\$1,000).

6. Possession. Seller will tender possession of the Real Property to Buyer at Closing. After closing, Buyer will be responsible for maintenance of the Real Property.

7. Warranties and Representations; Covenants; AS-IS Condition.

(a) Warranties and Representations: Seller represents and warrants to Buyer as follows:

(i) Authority. Seller has the full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by Seller, and

all required actions and approvals have been taken and obtained. The individuals signing this Agreement and all other documents executed or to be executed on behalf of Seller are and will be authorized to sign on Seller's behalf and to bind Seller. This Agreement and all documents to be executed by Seller are and will be binding upon and enforceable against Seller.

(b) Buyer's Warranties and Representations: Buyer represents and warrants to Seller as follows:

(i) Authority. Buyer has the full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by Buyer, and all required actions and approvals have been taken and obtained. The individuals signing this Agreement and all other documents executed or to be executed on behalf of Buyer are and will be authorized to sign on Buyer's behalf and to bind Buyer. This Agreement and all documents to be executed by Buyer are and will be binding upon and enforceable against Buyer.

(c) Survival of Representations and Warranties: Any and all representations, warranties and agreements made by Buyer or Seller in this Agreement or in any instrument to be furnished pursuant to this Agreement will be true through and will survive the Closing. Each party will notify the other promptly if it becomes aware of any transaction or occurrence prior to the Closing Date which would make any of their agreements, representations or warranties in this Agreement untrue in any material respect.

(d) "AS-IS" "WHERE-IS" Condition of Real Property

(i) BUYER ACKNOWLEDGES AND AGREES THAT IT IS PURCHASING THE REAL PROPERTY "AS-IS" "WHERE-IS" AND "WITH ALL FAULTS" WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE, OR TYPE WHATSOEVER FROM, OR ON BEHALF OF, SELLER. BUYER ACKNOWLEDGES AND AGREES THAT SELLER DISCLAIMS ANY AND ALL IMPLIED WARRANTIES CONCERNING THE REAL PROPERTY AND ANY PORTIONS THEREOF INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(ii) Buyer is relying strictly upon Buyer's due diligence, investigations and inquiries to make the decision to purchase the Real Property and to close. Upon Closing, Buyer will be deemed to have been fully satisfied with the results of its inspections and investigations regarding the Real Property. Seller specifically disclaims any and all warranties or knowledge regarding the environmental condition regarding the Real Property. Seller advises Buyer to obtain environmental reports and studies regarding the Real Property. Buyer acknowledges that upon Closing, it will be deemed to have full knowledge regarding the Real Property.

8. Default.

(a) By Seller: Upon occurrence of any event of default by Seller, Buyer's

sole remedy shall be to terminate this Agreement.

(b) By Buyer: If, after the satisfaction of all contingencies, Buyer refuses to close this transaction, Seller may terminate this Agreement.

9. Miscellaneous.

(a) Assignment: This Agreement may be assigned by Buyer with the written consent of Seller, which consent will not be unreasonably withheld. Buyer's assignee will enjoy the full rights and benefits of this Agreement as if it were Buyer, but Buyer shall remain fully liable hereunder.

(b) Eminent Domain: If, after the execution of this Agreement, but prior to Closing, all or any material portion (in Buyer's reasonable judgment) of the Real Property is taken by exercise of the power of eminent domain or any proceedings are threatened or instituted to effect such a taking, Seller will immediately give Buyer notice of such occurrence, and Buyer may, within fourteen (14) days after receipt of such notice, elect either (i) to terminate this Agreement, in which event any deposits will be returned to Buyer and all obligations of the parties will cease and this Agreement will have no further force and effect, or (ii) to close the transaction contemplated hereby as scheduled (except that if the Closing Date is sooner than fourteen (14) days following Buyer's receipt of such notice, Closing will be delayed until Buyer makes such election), in which event Seller will assign and/or pay to Buyer at Closing all condemnation awards or other damages collected or claimed with respect to such taking.

(c) Notices: All notices, requests and demands to or upon any party to this Agreement must be in writing and delivered personally or mailed first class, postage prepaid. Notice will be deemed effective on the date postmarked, if by mail, or on the date of delivery, if personally delivered.

(d) Waiver: No provision in this Agreement may be waived except in a writing signed by the waiving party. No oral statements, course of conduct or course of dealing will be deemed a waiver. No waiver by any party of any violation or breach of this Agreement will be deemed or construed to constitute a waiver of any other violation or breach, or as a continuing waiver of any violation or breach.

(e) Binding Effect: This Agreement will be binding upon and inure to the benefit of the parties and their successors and assigns.

(f) Merger and Modification: This Agreement constitutes the entire Agreement between the parties and any prior discussions, negotiations and agreements between the parties are merged into this Agreement. No amendment or modification of this Agreement will be enforceable except if in writing and signed by the party against whom enforcement is sought.

(g) Governing Law: This Agreement is governed by the laws of the State of Michigan.

(h) Professional Representation: Each of the parties shall pay all of the costs that it incurs incidental to this Agreement and the performance of any related obligations, whether or not the transactions contemplated by this Agreement are consummated. The parties have had a full and fair opportunity to consult with advisors of their choosing regarding this Agreement and the transactions contemplated herein. The parties enter into this Agreement knowledgeably and voluntarily. This Agreement shall be construed in a reasonable manner consistent with good faith and as if the parties had jointly drafted it.

(i) Severability: Any terms of this Agreement that may be found to be contrary to law or otherwise unenforceable will not affect the remaining terms of this Agreement, which will be construed as if the unenforceable terms were absent from this Agreement.

(j) Time of Performance: Time is of the essence of this Agreement.

(k) Execution in Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which when taken together shall constitute one and the same Agreement. The delivery of an executed signature page to this Agreement by facsimile, electronic or telecopy transmission shall constitute due execution and delivery of this Agreement for all purposes.

10. Acknowledgment. By signing this Agreement, the parties acknowledge that they have read this document, they know its contents and they are voluntarily signing it.

(SIGNATURE PAGE FOLLOWS)

BUYER:

HENIKA DISTRICT LIBRARY

By: _____
Print Name: Meghan Augustin
Its: Board President
Date: _____

And By: _____
Print Name: Jacqui Kuhn
Its: Board Secretary
Date: _____

SELLER:

CITY OF WAYLAND

By: _____
Print Name: Jennifer Antel
Its: Mayor
Date: _____

And By: _____
Print Name: Lee Ann Clausen
Its: City Clerk
Date: _____

EXHIBIT A
(Legal Description)
(to be supplied from title commitment on survey)

87536:00001:7172086-2

PAID TIME OFF (PTO) - DRAFT

PTO will be given to all employees working an average of 20 hours or more per week who have completed a 90 day probationary period beginning with the first official day of employment. This amount will be prorated based upon the first official day of employment for the first year. PTO for following years will be given at the start of each new fiscal year. The number of hours granted for each "week" of PTO will be the same as the average number of hours said employee works per week.

Supervisory Employees (working an average of 28 hours or more per week) will receive:

- Five weeks annually for the first four years of service.
- Six weeks annually for the fifth, sixth, seventh, eighth, and ninth year of service.
- Seven weeks annually from the tenth year on.

Part-Time Employees (working an average of 20 to 27 hours per week) will receive:

- Three weeks annually for the first four years of service.
- Four weeks annually for the fifth, sixth, seventh, eighth, and ninth year of service.
- Five weeks annually from the tenth year on.

At least two weeks of PTO must be used each calendar year. Additional unused PTO will be rolled over to the following year. PTO may accumulate up to 12 weeks. When employment is terminated by the library or the employee, the employee will not be compensated for the balance of their accumulated PTO.

Employees using PTO must give notice to the Director and gain approval ahead of time. All PTO usage must be noted on the timesheet for that pay period. The President and Vice President of the Library Board will have check-ins with the Director regarding the Director's PTO usage.

*Employees hired prior to the update of this policy (7/11/2023) will be grandfathered in under the prior PTO amounts (see below):

...The number of hours granted for each "week" of PTO will be the same as the average number of hours said employee works per week.

Five weeks annually for the first four years of service.

Six weeks annually for the fifth, sixth, seventh, eighth, and ninth year of service.

Seven weeks annually from the tenth year on.

PERSONNEL POLICIES

PERSONNEL POLICY

PAID TIME OFF (PTO)

PTO will be given to all employees working an average of 20 hours or more per week who have completed a 90 day probationary period beginning with the first official day of employment. This amount will be prorated based upon the first official day of employment for the first year. PTO for following years will be given at the start of each new fiscal year. The number of hours granted for each "week" of PTO will be the same as the average number of hours said employee works per week.

- Five weeks annually for the first four years of service.
- Six weeks annually for the fifth, sixth, seventh, eighth, and ninth year of service.
- Seven weeks annually from the tenth year on.

At least two weeks of PTO must be used each calendar year. Additional unused PTO will be rolled over to the following year. PTO may accumulate up to 12 weeks. When employment is terminated by the library or the employee, the employee will not be compensated for the balance of their accumulated PTO.

Employees using PTO must give notice to the Director and gain approval ahead of time. All PTO usage must be noted on the timesheet for that pay period.

PAID HOLIDAYS

Full time staff will be paid for an 8 hour workday when the library is closed to observe a holiday as listed in the Holidays Policy. Part time library staff will be paid for their regularly scheduled hours.

RETIREMENT

Full time employees will be provided a retirement program as covered by the Municipal Employee's Retirement System (MERS). For detailed information regarding the exact program of the Henika District Library, see the library director.

HEALTH INSURANCE, SICKNESS AND ACCIDENT INSURANCE

Henika District Library provides employer funded health, vision, and dental insurance through for full-time employees and their dependents. Henika District Library also provides disability and workman's compensation for full-time employees. If an employee elects not to accept said benefits, no remuneration will be given in lieu of said benefits.

Because of the size of the insurance group, COBRA laws do not apply to continued coverage in the event of termination or resignation. Health insurance benefits will terminate at the end of any month in which the employment relationship is ended, except in the event that an employee becomes disabled.

DISABILITY

In the event that a salaried employee becomes disabled due to non-job-related illness or injury the following conditions will take effect beginning the first day of disability:

FAMILY AND MEDICAL LEAVE - DRAFT

Employees who have worked for the library for at least a full year, and have worked an average of at least 28 hours per week during that time, are eligible to take up to 12 weeks of family and medical leave for one or more of these purposes:

- Because the employee's own serious health condition makes the employee unable to work
- To care for a spouse, child, or parent who has a serious health condition, or
- To care for a newborn, newly adopted child, or recently placed foster child.

Leave Available

Eligible employees may take up to 12 weeks of leave per calendar year for any of the above purposes. For purposes of calculating available family and medical leave, the year starts when the disability first occurs. The Library will pay 50% of the employee's regular wages for up to 6 weeks of the 12 week leave and the rest will be unpaid.

Notice Requirements

Employees are required to give notice at least 30 days in advance of their need for a family and medical leave, if their need for leave is foreseeable. In emergencies and unexpected situations, employees must give as much notice as is practicable under the circumstances.

Reinstatement Rights

When an employee returns from an approved family and medical leave, he/she has the right to return to his/her former position, except:

The employee has no greater right to reinstatement than he/she would have had if he/she had not been on leave. If an employee's position is eliminated for reasons unrelated to the leave, for example, the employee has no right to reinstatement.

Substitution of Paid Leave

An employee who has unused paid time off may use these benefits to receive pay for all or a portion of family and medical leave.

Medical Certification

Employees must provide a doctor's note certifying the need for leave. In some cases, the library may ask employees who take leave because of their own serious health condition to provide a fitness-for-duty report from their doctors before they return to work.

Intermittent Leave

If an employee will need to take family and medical leave on an intermittent basis, the employee will be allowed to do so as long as the total leave taken does not exceed 12 weeks per calendar year.

Health Insurance During Leave

The employee's health insurance benefits will continue during leave.

CREDIT CARD POLICY

Permitted Use

Use of the Library credit card is granted to the Director, the Youth Services Supervisor, and the Circulation Supervisor solely for the purchase of goods and services pertinent to library operations.

All receipts must be given to the director.

Individual Responsibility

Credit card holders are responsible for the protection and custody of the Library's credit cards while in their possession. If a credit card is lost or stolen the cardholder must immediately notify the credit card company and the Director.

Credit card holders must immediately surrender their credit cards upon leaving the employ of the Henika District Library.

Accounting

The Director will match receipts and vouchers against the monthly statement before paying the credit card company. Any unauthorized or suspicious charges will be fully investigated by the Director.

Unauthorized Charges

Any charges that are found to be inappropriate, unauthorized, or made contrary to the Credit Card Policy of the Henika District Library shall be charged to the individual who made the charges. If necessary, disciplinary measures, including termination of employment, will be taken.

Authorized Credit Limit

The total combined authorized credit limit of all credit cards issued by the Henika District Library shall not exceed the amount permitted by state law, which is five (5%) percent of the library's total operating budget.

State Law

Notwithstanding the terms of the aforesaid Credit Card Policy, all charges made pursuant to the Credit Card Policy shall also be subject to the terms of Public Act 266 of 1995 of the State of Michigan, as it may be amended. This Credit Card Policy is issued in accordance with such Act, and nothing herein shall be deemed to supersede the provisions of such Act. In the event of any discrepancy between this Credit Card Policy and such Act, such Act shall be controlling.

Adopted: 11/18/04

Revised: 1/10/19

FAMILY AND MEDICAL LEAVE

Employees who have worked for the library for at least a full year, and have worked an average of at least 25 hours per week during that time, are eligible to take up to 12 weeks unpaid family and medical leave for one or more of these purposes:

- Because the employee's own serious health condition makes the employee unable to work
- To care for a spouse, child, or parent who has a serious health condition, or
- To care for a newborn, newly adopted child, or recently placed foster child.

Leave Available

Eligible employees may take up to 12 weeks of unpaid leave per calendar year for any of the above purposes. For purposes of calculating available family and medical leave, the year starts when the disability first occurs.

Notice Requirements

Employees are required to give notice at least 30 days in advance of their need for a family and medical leave, if their need for leave is foreseeable. In emergencies and unexpected situations, employees must give as much notice as is practicable under the circumstances.

Reinstatement Rights

When an employee returns from an approved family and medical leave, he/she has the right to return to his/her former position, except:

The employee has no greater right to reinstatement than he/she would have had if he/she had not been on leave. If an employee's position is eliminated for reasons unrelated to the leave, for example, the employee has no right to reinstatement.

Substitution of Paid Leave

An employee who has unused paid time off may use these benefits to receive pay for all or a portion of family and medical leave.

Medical Certification

Employees must provide a doctor's note certifying the need for leave. In some cases, the library may ask employees who take leave because of their own serious health condition to provide a fitness-for-duty report from their doctors before they return to work.

Intermittent Leave

If an employee will need to take family and medical leave on an intermittent basis, the employee will be allowed to do so as long as the total leave taken does not exceed 12 weeks per calendar year.

Health Insurance During Leave

The employee's health insurance benefits will continue during leave.

Adopted: 2/14/13

Revised: 1/10/19

MILITARY LEAVE

The library supports those who serve in the armed forces to protect our country. In keeping with this commitment, and in accordance with state and federal law, employees who must be absent from work for military service are entitled to take a military leave of absence. This leave will be unpaid.

When an employee's military leave ends, that employee will be reinstated to the position he or she formerly held, or to a comparable position, as long as the employee meets the requirements of federal and state law.

Employees who are called to military service must tell their supervisor as soon as possible that they will need to take military leave. An employee whose military service has ended must return