

Monday, December 4, 2023

**5:15 PM
AGENDA**

E.D. Locke Public Library

1. CALL TO ORDER
2. PUBLIC APPEARANCES AND COMMUNICATION
3. ACTION ITEMS
 - a. Motion to approve the minutes of the November 6, 2023 meeting.
 - b. Motion to approve the November invoices
4. INFORMATION ITEMS
 - a. Budget Update
 - b. Director's Report
 - c. Monthly Statistical Report
 - d. Community Center
5. ITEMS FOR DISCUSSION AND POSSIBLE ACTION
 - a. DCLS Agreement for Extension of Library Service
 - b. Meeting room AV equipment upgrade
 - c. Public Comment Policy Meeting
 - d. Discussion and action on entering into Closed Session pursuant to Wis. Stats. §19.85(1)(c) to consider employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility, specifically to discuss a Library Director's 2023 performance evaluation
 - e. Discussion and action to reconvene into Open Session from Closed Session.
6. ADJOURNMENT

Any person who has a qualifying disability as defined by the Americans with Disabilities Act that requires the meeting or materials at the meeting to be in an accessible location or format should contact the McFarland Municipal Center at (608)838-3153, 5915 Milwaukee Street, McFarland, Wisconsin, or village.clerk@mcfarland.wi.us by 2:00 p.m. at least 5 business days prior to the meeting so that any necessary arrangements can be made to accommodate each request. If the meeting or request is less than 5 business days from the meeting, requests for accommodations may still be made and reasonable efforts will be made to accommodate each request.

VILLAGE OF MCFARLAND

Library Board Minutes

Monday, November 6, 2023 - 5:15 PM

1. CALL TO ORDER

Ken Machtan called the Library Board to order at 5:15 p.m. the E.D. Locke Public Library, meeting room 103.

Members present: Luke Fessler, Mona Nelson, Evan Richards, Ken Machtan, Staci Fritz, Peter Sobol

Members not present: Karin Mandli

Staff Present: Heidi Cox, Library Director

2. PUBLIC APPEARANCES AND COMMUNICATION

3. ACTION ITEMS

a. Motion to approve the minutes of the October 2, 2023 meeting.

Motion by Member Evan Richards, second by Member Staci Fritz, to approve the minutes of the October 2, 2023 meeting. Motion carries 6 - 0 - 0 by acclamation.

b. Motion to approve the October invoices

Motion by Member Staci Fritz, second by Member Peter Sobol, to approve the October invoices totaling \$7,838.02. Motion carries 6 - 0 - 0 by acclamation.

4. INFORMATION ITEMS

a. Budget Update

b. Director's Report

c. Monthly Statistical Report

d. Community Center

5. ITEMS FOR DISCUSSION AND POSSIBLE ACTION

a. 2024 Library Board Calendar

b. 2024 Director Goals

Motion by Member Peter Sobol, second by Member Evan Richards, to approve the 2024 Director Goals Motion carries 6 - 0 - 0 by acclamation.

c. 2023 Library Director Evaluation

d. Land acknowledgement Plaque

Motion by Member Staci Fritz, second by Member Mona Nelson, to approve Land acknowledgement Plaque as designed Motion carries 5 - 0 - 1 by acclamation, with Luke Fessler abstaining.

6. ADJOURNMENT

Motion by Member Peter Sobol, second by Member Mona Nelson, to adjourn at 5:52

Pursuant to law, written notice of this meeting was given to the public and posted on the public bulletin boards in accordance with Open Meetings Law.

Respectfully submitted,
Heidi Cox
Library Director

E. D. Locke Public Library Invoices
November 2023

Vendor	Sum of Amount	Description
AMAZON CAPITAL SERVICES	\$1,999.05	Program Supplies, DVDs, CDs
ARAMARK	\$241.32	Mat Rental
CORPORATE BUSINESS SYSTEMS	\$151.60	Copier Lease
DEMCO INC	\$1,803.11	Library Supplies
DUFFY, KIERAN	\$25.00	Lost Book Refund
INGRAM LIBRARY SERVICES	\$2,575.13	Books
MCFARLAND ACE HARDWARE	\$5.03	Facility Repairs
MICROMARKETING LLC	\$753.64	Audio Books
ORIENTAL TRADING CO	\$82.92	Program Supplies
SCHILLING SUPPLY COMPANY	\$500.66	Operating Supplies
WALL STREET JOURNAL	\$659.88	Newspaper Subscription
Grand Total	\$8,797.34	

2023 Budget Update

REVENUES								
		September Actual	October Estimated	November Estimated	YTD Actual	% of Budget total	% to hit target	amount it should be to hit target
Property Tax	41000	\$ -	\$ -	\$ -	\$ 733,000.00	100.00%		
County Library Aids	43000	\$ -	\$ -	\$ -	\$ 327,540.80	100.01%		
Library Fines	45000	\$ -	\$ 13.30	\$ -	\$ 55.65			
Interest	48100	\$ 1,878.43	\$ 1,856.00	\$ -	\$ 24,464.10	1223.21%	83%	
Library Fees	46000	\$ 190.22	\$ 682.47	\$ -	\$ 3,388.97	225.93%	83%	\$ 1,250.00
		\$ 2,068.65	\$ 2,551.77	\$ -	\$ 1,088,449.52	102.30%	83%	
Expenditures								
Salaries	110	\$ 31,359.37	\$ 31,193.77	\$ 31,193.79	\$348,757.17	85.06%	83%	\$ 341,666.67
Part-time	120	\$ 12,489.33	\$ 12,653.80	\$ 14,471.09	\$147,653.64	72.11%	83%	\$ 170,625.00
Health Insurance	130	\$ 4,615.60	\$ 9,522.04	\$ 9,522.40	\$99,572.25	88.90%	83%	
Retirement	131	\$ 2,564.67	\$ 2,539.39	\$ 2,555.40	\$28,788.55	84.67%	83%	\$ 28,333.33
SS/Medicare	132	\$ 3,258.88	\$ 3,193.80	\$ 3,332.87	\$36,101.58	76.81%	83%	
Other Benefits	135	\$ 45.44	\$ 90.87	\$ 90.87	\$982.24	39.29%	83%	
Expense Reimbursement	141				\$0.00		83%	
Total Personnel		\$54,333.29	\$59,193.67		\$661,855.43	81.66%	83%	\$ 675,416.67
Support Services	210	\$ -	\$ -	\$ -	\$ 13,495.00	158.76%	83%	\$ 7,083.33
Consulting Services	211	\$ 3,800.00	\$ -	\$ -	\$ 53,667.56	111.81%	83%	\$ 40,000.00
Utilities	220	\$1,870.55	\$0.00	\$0.00	\$ 26,681.23	74.11%	83%	\$ 30,000.00
Communication	221	\$435.27	\$492.39	\$50.00	\$ 4,897.24	103.10%	83%	\$ 3,958.33
Equipment Maintenance	240	\$261.74	\$1,185.61	\$151.60	\$ 6,897.36	76.64%	83%	\$ 7,500.00
Facility Maintenance	242	\$897.47	\$1,958.65	\$261.02	\$ 18,646.17	80.20%	83%	
Other Contractual Services	290				\$ -	0.00%	83%	\$ 19,375.00
Total Services		\$ 7,265.03	\$ 3,636.65		\$ 124,284.56	95.97%	83%	\$ 107,916.67
Office Supplies	310	\$ 197.15	\$ 1,069.53	\$ 442.59	\$ 7,663.68	85.15%	83%	\$ 7,500.00
Postage	311	\$ 4.85	\$ -	\$ -	\$ 31.01	12.40%	83%	\$ 208.33
Dues	320	\$ -	\$ 247.00	\$ -	\$ 631.00	126.20%	83%	\$ 416.67
Meeting Expenses	330	\$ -	\$ -	\$ -	\$ 548.53	54.85%	83%	\$ 833.33
Training Expenses	331	\$ -	\$ -	\$ -	\$ 3,619.35	111.36%	83%	\$ 2,708.33
Operating Supplies	340	\$ -	\$ -	\$ 1,360.52	\$ 3,258.19	59.24%	83%	\$ 4,583.33
Technology	342	\$ 1,412.04	\$ 11,651.69	\$ -	\$ 27,825.09	96.78%	83%	\$ 23,958.33
Collection - Print	344	\$ 3,278.07	\$ 4,421.80	\$ 1,179.66	\$ 45,793.04	83.26%	83%	\$ 45,833.33
Collection - AV	345	\$ 1,246.96	\$ 1,000.31	\$ 629.14	\$ 10,151.01	81.21%	83%	\$ 10,416.67
Library Miscellaneous	390	\$ -	\$ -	\$ -	\$ 105.80	42.32%	83%	
Programming	391	\$ (782.98)	\$ (5,090.73)	\$ 1,219.37	\$ 367.39	4.59%	83%	\$ 6,666.67
Other Total		\$ 5,356.09	\$ 13,299.60	\$ 4,831.28	\$ 99,994.09	80.64%	83%	\$ 103,333.33
Total Budget		\$ 66,954.41	\$ 76,129.92	\$ 4,831.28	\$ 886,134.08	83.28%	83%	\$ 886,666.67

2023 Budget Projection

REVENUES								
		Budget Amount	November Estimated	December Estimated	YTD Actual	% of Budget total	% to hit target	amount it should be to hit target
Property Tax	41000	\$ 733,000.00	\$ -	\$ -	\$ 733,000.00	100.00%		
County Library Aids	43000	\$ 327,500.00	\$ -	\$ -	\$ 327,540.80	100.01%		
Library Fines	45000	\$ -	\$ -	\$ -	\$ 55.65			
Interest	48100	\$ 2,000	\$ 1,500.00	\$ 1,500.00	\$ 27,464.10	1373.21%	83%	
Library Fees	46000	\$ 1,500	\$ 330.00	\$ 330.00	\$ 4,048.97	269.93%	83%	\$ 1,250.00
		\$ 1,064,000.00	\$ 1,830.00	\$ 1,830.00	\$ 1,092,109.52	102.64%	83%	
Expenditures								
Salaries	110	\$410,000.00	\$ 31,293.00	\$ 46,939.50	\$395,795.88	96.54%	83%	\$ 341,666.67
Part-time	120	\$204,750	\$ 12,253.00	\$ 18,379.50	\$163,815.05	80.01%	83%	\$ 170,625.00
Health Insurance	130	\$112,000	\$ 9,522.04	\$ 9,522.04	\$109,093.93	97.41%	83%	
Retirement	131	\$34,000	\$ 2,565.00	\$ 2,565.00	\$31,363.15	92.24%	83%	\$ 28,333.33
SS/Medicare	132	\$47,000	\$ 3,194.00	\$ 3,194.00	\$39,156.71	83.31%	83%	
Other Benefits	135	\$2,500	\$ 90.87	\$ 90.87	\$1,073.11	42.92%	83%	
Expense Reimbursement	141	\$ 250			\$0.00		83%	
Total Personnel		\$810,500.00		\$80,690.91	\$740,297.83	91.34%	83%	\$ 675,416.67
Support Services	210	\$ 8,500	\$ -	\$ -	\$ 13,495.00	158.76%	83%	\$ 7,083.33
Consulting Services	211	\$ 48,000	\$ -	\$ -	\$ 53,667.56	111.81%	83%	\$ 40,000.00
Utilities	220	\$ 36,000	\$2,000.00	\$2,000.00	\$ 32,681.23	90.78%	83%	\$ 30,000.00
Communication	221	\$ 4,750	\$490.00	\$490.00	\$ 5,827.24	122.68%	83%	\$ 3,958.33
Equipment Maintenance	240	\$ 9,000	\$309.00	\$309.00	\$ 7,363.76	81.82%	83%	\$ 7,500.00
Facility Maintenance	242	\$ 23,250	\$9,391.28	\$2,987.00	\$ 30,763.43	132.32%	83%	
Other Contractual Services	290	\$ -			\$ -	0.00%	83%	\$ 19,375.00
Total Services		\$ 129,500.00		\$ 5,786.00	\$ 143,798.22	111.04%	83%	\$ 107,916.67
Office Supplies	310	\$ 9,000	\$ 1,360.52	\$ 635.00	\$ 9,216.61	102.41%	83%	\$ 7,500.00
Postage	311	\$ 250		\$ 220.00	\$ 251.01	100.40%	83%	\$ 208.33
Dues	320	\$ 500	\$ 140.00		\$ 771.00	154.20%	83%	\$ 416.67
Meeting Expenses	330	\$ 1,000			\$ 548.53	54.85%	83%	\$ 833.33
Training Expenses	331	\$ 3,250			\$ 3,619.35	111.36%	83%	\$ 2,708.33
Operating Supplies	340	\$ 5,500	\$ 1,700.00	\$ 1,000.00	\$ 4,597.67	83.59%	83%	\$ 4,583.33
Technology	342	\$ 28,750	\$ 1,393.00	\$ 10,000.00	\$ 39,217.99	136.41%	83%	\$ 23,958.33
Collection - Print	344	\$ 55,000	\$ 2,957.39	\$ 4,400.00	\$ 51,970.77	94.49%	83%	\$ 45,833.33
Collection - AV	345	\$ 12,500	\$ 1,306.77	\$ 950.00	\$ 11,778.64	94.23%	83%	\$ 10,416.67
Library Miscellaneous	390	\$ 250			\$ 105.80	42.32%	83%	
Programming	391	\$ 8,000	\$ 2,789.68	\$ 4,000.00	\$ 5,937.70	74.22%	83%	\$ 6,666.67
Other Total		\$ 124,000.00	\$ 11,647.36	\$ 17,205.00	\$ 124,015.07	100.01%	83%	\$ 103,333.33
Total Budget		\$1,064,000.00	\$ 11,647.36	\$ 103,681.91	\$ 1,008,111.12	94.75%	83%	\$ 886,666.67



November Highlights

- **Village News** - Luke Fessler will give an update
- **Friends** – Staci Fritz will give an update
- **Endowment** – The total in endowment funds since 10/31/23 is \$176,835.14 We had one donation of \$500 this month.
- **Library Facilities Management**
 - **HVAC** –
 - We have seen a vast improvement in the HVAC since the project began. The project is 98% complete. The punch list for the project is:
 - JM Brennan found that they needed to upgrade the HVAC server software to get the communications between the servers and the boiler sensors to start working. This has been completed. They should be able to get the boilers online by the end of the week.
 - Outside of our boiler project we have two issues:
 - JM Brennan is looking into getting new covers for the condensing unit outside. The coils on the unit fill with cottonwood in the summer if they aren't cleaned weekly, the unit overheats and shuts down. The new covers will slow the buildup down.
 - The condenser is telling the solenoid to turn on all of the time which is causing them to burn out.
 - An actuator for the in-floor heat stopped working. This has been replaced.
 - **Electrical/Lighting**
 - I met with 1901 to get a quote for the lighting control system replacement.
 - I have a call into Westphal Electric to make an appointment to get a quote for the building analysis and surge suppression.
 - **Shelving/Furniture**
 - Amy and Heather are working on re-categorizing the picture books for the new face out shelving. The shelving should be delivered between mid-December and early January.
 - The benches will be sent out for reupholstering on 11/29. We should have them back by the end of the year.
 - **Door openers** – I am working with LaForce and Boldtronics to update the door openers on our front doors so that the lockers can be used before and/or after hours.
 - **AT&T**- changed our network equipment. We have the same 100mbps but newer equipment.
- **Changes to online resources** - The use of PressReader had decreased significantly after they stopped making the Milwaukee Journal Sentinel available. We're discontinuing our PressReader subscription as of January 1st and adding the Washington Post, Morningstar investment information, and Newspaper Archive for the same cost.
- **Data Dashboards** – I am working with Tim Drexel at the South Central Library System to create data dashboards for our statistics. That will make our stats more readily available and more visual.
- **Cottage Grove** – I met with the President of the Cottage Grove Library to go over terms for the 2024 story times.
- **OAK Box** - We've requested an Overdose Aid Kit (OAK box). OAK boxes are boxes that include information on how to administer Narcan in an emergency, breathing masks, and other information and resources for those impacted by the opioid epidemic. These resources could be used by the staff or the public. After we receive the OAK box, we'll arrange for training with EMS.
- **Plastic Recycling** – I am working with the Friends on a plastic recycling project. Once we collect and drop off 1000 pounds of plastic, we'll receive a free bench. We started this project in October and already have just over 500 pounds of plastic.

Circulation Services (Kelly Heasty)

PERSONAL TRAINING/EDUCATION:

- Crisis Management Class – what steps to take and how to communicate to staff and the public when there's a crisis. This class was taken in preparation for the library creating a disaster preparedness plan.
- TDS Phone Training – Phone system training so that the library can manage our own settings within the village's phone system.

OTHER:

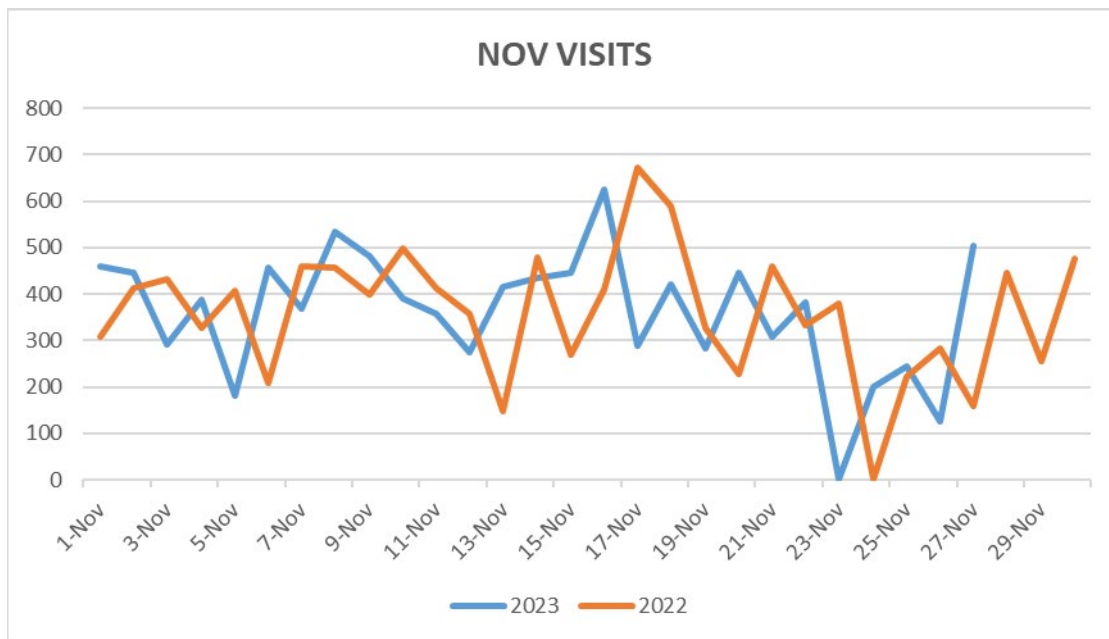
- Filled in Wed night before Thanksgiving – no staff available to sub.
- Received 3 on-line card applications through Civic Plus.
- With help of Jerry at Corporate Business Systems, got scan to email working again on the patron and staff copy machines
- With HC and AL, got created a Friends email list to promote the "Sneak Peek" event in Dec.
- Put out annual Christmas Card exchange basket – the Christmas Card exchange allows people to bring in unused Christmas cards and exchange them for others.

BOOKCLUBS:

- Wed afternoon book club on Nov 8, Community Room, Selection: French Braid, by Anne Tyler, 10 people in attendance.
- Assisted Fabulous 4 Book club with adding another selection to their account
- Ordering for: Wed afternoon book club, Skaalen, Prairie Stone Book club and Fab 4 book clubs now.

STAFF:

- Completed all performance evaluations for regular employees (have not completed Subs yet).
- Oliver Sears requested Monday and Wednesdays off and Anna took up the slack & is working the extra 4 hours.
- Analyzed visitor count information and created a graph that compares November 2022 with November 2023.



Youth Services (Heather Kent)

Storytimes - continued this month. The 10:30 baby program has finally started having good numbers this month with around 9 families each week.

Programming:

- Zumbini Session 1: Kalino Finds the Music ended on the 15th with the second session, Hili and the Dance, starting on the 29th. Registration continues to fill very quickly for these classes.
- Dungeons and Dragons club met only once this month due to the Thanksgiving holiday.
- The Magic Tree House book club this month discussed the book “Buffalo Before Breakfast” and we learned a few games from the Lakota. The craft this month was creating a Lakota Winter Count – which is a yearly diary of things that occur during the year that was written on buffalo skin. Students learned about how the Lakota and similar and different to the indigenous tribes here in Wisconsin.
- Programming continued in Cottage Grove this month with good attendance. This month for the first Friday program at Glen Grove apartments the Madison Literacy Project brought the “Red Bus” which has free books for children.
- Thursday, November 16th PJ Storytime was our annual stuffed animal sleepover. Children were encouraged to bring their stuffed animals to storytime and, if they wanted, leave them over night for a sleepover at the library. We had 100 people attend and over 35 stuffed animals left for after hours fun. Children came back the next day to find their stuffed animals had made them a craft and had a collage of pictures of what they did overnight.



Teen Services (Abby Seymour)

- I like to talk about my programs in chronological order, which means Snack & Chat is always first. Every Monday after school, I have a hearty group of teens walk to the library straight from school. They hang around in the meeting room eating snacks, talking to each other, usually watching videos on their phone, and often playing a board game or card game. It's very informal and that structure works well for the squirrely group. For the past few weeks, I've given them the option to play Jackbox Games. I pull up the game on a laptop that's connected to the TV so that everyone can see the game. Everyone can participate in the game on their phones. The Jackbox Games range from trivia games, to word games, to drawing prompts.
- One Tuesday a month is the meeting for the VolunTeens. As a reminder, this is both brand new and also not new at all because the label VolunTeen is taking over what was once the Teen Advisory Board. Those who attend the meetings work on service projects, contribute to the monthly newsletter, give input on teen programs, and work on planning their own program. In addition, those who attend the monthly meeting will have a chance to volunteer for other library programs, like PJ Story Night and Craftapalooza. This month, their service project was decorating lunch bags for Senior Outreach.
- Teen After Hours happens once a month on a Friday after closing time. Being in the library after closing time will always be a draw for the teens. This month, the much-anticipated annual Nerf Capture the Flag event was back! I worked directly with Officer Zietsma of the McFarland Police Department and I definitely couldn't have done without him! He brought in 3 officers from surrounding area departments to play with the teens. I was so thankful to have that many officers because 33 teens came to play and the officers definitely helped with crowd control. While that many middle and high schoolers running around the library with Nerf guns sounds like a lot (and it certainly was very chaotic), everything went very smoothly. We (me, another library staff member, and

the officers) all agreed that the group as a whole was very well behaved. Everyone followed instructions, respected library property, and most importantly, respected their fellow teammates. All the teens did a great job cleaning up at the end too and everyone was rewarded with Spartan Pizza.

- STEM Saturday is a new program I started recently. It's going to take place on a Saturday afternoon every few months. At the November STEM Saturday, the teens got to play with Sphero Robots. I borrowed the robots and all the equipment from the South Central Library System. Sphero Robots are a softball size ball that connects to an iPad. The teen used the iPad app to make their robot ball move. The app has features that allow the user to practice some basic coding in order to make the robot ball do things like go backwards and go in a circle. The teens spent most of the time figuring out all the things the Sphero Robot could do and just playing around with the features. During the last half of the program, teens were instructed to create an obstacle course using pool noodles, chairs, and other objects. They had a difficult time making their robots go through the obstacle course. Overall, everyone seemed to enjoy testing out the Sphero Robots.

Adult Services (Sara Hendrickson)

Craft Club

- Prepped acorns for use as craft materials.
 - We had 13 people register for November's Craft Club. One woman brought her own dotting tools and made her acorns look like miniature Ukrainian Easter Eggs; they were amazing!
 - Picked December's craft: Embroidered gift tags and cards. Katie found the idea while searching for Craft-a-palooza possibilities. Created marketing for the craft, purchased necessary materials for the craft, and made six different examples for patrons to follow.
- Mystery Book Club
 - We had a new face join us for Mystery Book Club. There are 8-10 who show up every month, but it is always good to have new people join us.
 - Updated marketing and created bookmarks for December's book.

Other

- Michael Hecht, a Dementia Care Specialist, presented on Alzheimer's on November 4. Seven people showed up, and there was a great question and answer session after he finished talking.
- The second book discussion for Becoming Kin occurred on November 8. Nineteen people attended, and the Indigenous Solidarity of McFarland said the discussion went well. We are hoping to partner up again for 2024.
- We were honored to have author Jeff Nania present on November 9. Ben Becs recorded it, and we will share it with Jeff and his team once Ben has edited it. We had 27 people show up. Many people purchased his books through Mystery to Me Bookstore, and he stuck around to sign people's copies after his presentation.
- Jamie Statz-Painter returned for another card making session on November 12. Twenty people signed up. The projects were a bit more involved this time around, so I helped patrons with some of their creations. Everyone was

very grateful that we invited Jamie back. She has quite a few different card classes, so I would like to try to have her come a couple times in 2024, too.

- Katie was in charge of putting together the adult craft portion for Craft-a-palooza. She researched options, created multiple prototypes to determine what would work best, wrote directions, told me the necessary supplies to purchase, created digital marketing, and assembled all the kits. We decided to make two versions from which patrons can choose: one using cinnamon sticks, and one using paper straws (which resemble traditional Himmeli).
- Created marketing for Quilting Collaboration with Senior Outreach, a Clothing Drive with Free Sales for Families, Friends of the Library Book Sale, Family Card Games, and put the finishing touches on Technology Workshop: Cybersecurity: flyers, website, TV display slides, Facebook, and Instagram.
- Sent adult programming information to the Thistle, Senior Outreach, McFarland Communications Department, Nextdoor McFarland, and McFarland's Community & Economic Development Specialist.
- Collections & Other Services:
- Displays
- Read Alike Displays
- § The Mystery Guest by Nita Prose
- § Killers of the Flower Moon by David Grann
- Native American Heritage Month (created by Katie, AS assistant)
- Speculative Fiction from Diverse Voices (created by Katie, AS assistant)
- Transgender Awareness Week (created by Katie, AS assistant)
- Holiday Mysteries
- Attended webinars for Wisconsin Talking Books & Braille Library, Dazzling Debut, Kanopy, Adult Winter Faves, and FinancialFit.
- Attended a meeting with Dorothea Salo (rescheduled Badger Talk guest speaker) and Thomas Jilk (Marketing and Communications Specialist for the School of Computer, Data & Information Sciences). I had mentioned this Badger Talk to my graduate school advisor, and she suggested meeting with Thomas to see if iSchool can do any sort of promotion of the event. Since we will be livestreaming and recording the program, Thomas is planning on sharing the event with a large alumni base. He will also come and take some pictures to promote iSchool connecting with local libraries.
- Purchased prizes and created library swag to incentivize patrons to attend the Technology: Cybersecurity classes coming up on December 8 and 9 and the Technology: Mobile Android & iOS devices on January 5 and 6.
- Have continued to work on a patron's family genealogy. Received permission to contact Cassy Leeport (Tribal Libraries, Archives, and Museums Manager and iSchool Library Manager) in hopes of finding some resources that will make this project more successful.
- Met with a patron on a weekly basis to practice using Google Drive, and Google Docs.
- Met with a patron on a weekly basis to teach basic typing skills and work through Transparent Language lessons. Encouraged her to reach out to the Literacy Network, as the next round of classes begins in January.
 - Met with a patron to help her set up her first Kindle.

DCLS AGREEMENT for EXTENSION OF LIBRARY SERVICE

THIS AGREEMENT made and entered into by and between the Dane County Library Board (hereinafter referred to as “the County Library Board”) and **McFarland Library Board** (hereinafter “the local Library Board”) serving the municipality of McFarland.

WITNESSETH:

WHEREAS the County Library Board, established by the County Board of Supervisors in accordance with sec. 43.57, Wis. Stats., is required to and does provide services to the residents of those Dane County municipalities which do not operate their own libraries; and

WHEREAS the Local Library Board, a municipal public library legally organized under sec.43.52, Wis. Stats., with a board appointed in compliance with sec 43.54, Wis Stats., is required to and does provide library services only to residents of its parent municipality, which has exempted itself from the county library tax in accordance with sec. 43.64, Wis. Stats.; and

WHEREAS the Local Library Board is able and willing to serve those in Dane County who reside in areas taxed by the county for library service, provided adequate financial arrangements are furnished; and

WHEREAS the County Library Board wishes to arrange for walk-in services for such persons;

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, the County Library Board and the Local Library Board do agree, as authorized by chapter 43 and SEC. 56.30, Wis. Stats., as follows:

1. The Local Library Board agrees to provide all on-site services, programs, collections, and facilities to residents of Dane County on the same basis as residents of its parent municipality; and honor valid borrowers’ cards as issued by the Dane County Library Service or other local participating libraries, issue and mail library cards to local residents based on applications taken at other participating libraries and forwarded to them, and accept applications for such cards, forwarding them to the Dane County Library Service or the appropriate local participating libraries.
2. The Local Library Board agrees to maintain, and provide to the Dane County Library Service accurate service, facility, and financial records, including a copy of the Annual Report filed on or before February 29, 2024 with the Wisconsin Department of Public Instruction, and records of circulation as specified in Wisconsin Statutes Section 43.12(2).
3. The Local Library Board agrees to maintain its status as a member in good standing of the South Central Library System, meeting all requirements under Section 43.15(4)(c) of the Wisconsin Statutes.
4. In exchange for the Local Library Board’s providing services under this agreement to residents of areas taxed by the county for library service, the County Library Board agrees to pay the Local Library Board the sum of \$287,192. This sum represents
 - a. The net payment due after averaging use and cost data from 2018, 2019 and 2022: \$178,642.
 - b. Subtraction of Central Service Costs: \$13,585.
 - i. *Administrative*: \$2,344
 - ii. *Delivery*: \$3,902
 - iii. *Outreach*: \$7,339
 - c. Cross-municipal usage adjustment: \$122,134.

5. In recognition of the facility expense incurred by the local library in serving non-residents, the county shall make an additional payment of \$62,727.
6. The County Library Board shall make payment by June 30, 2024.
7. This agreement shall be in effect from January 1, 2024 and shall continue in full force and effect until December 31, 2024 unless sooner terminated.

LOCAL LIBRARY BOARD

DANE COUNTY LIBRARY BOARD

BY:

BY:

President, Library Board

President, Library Board

BY:

BY:

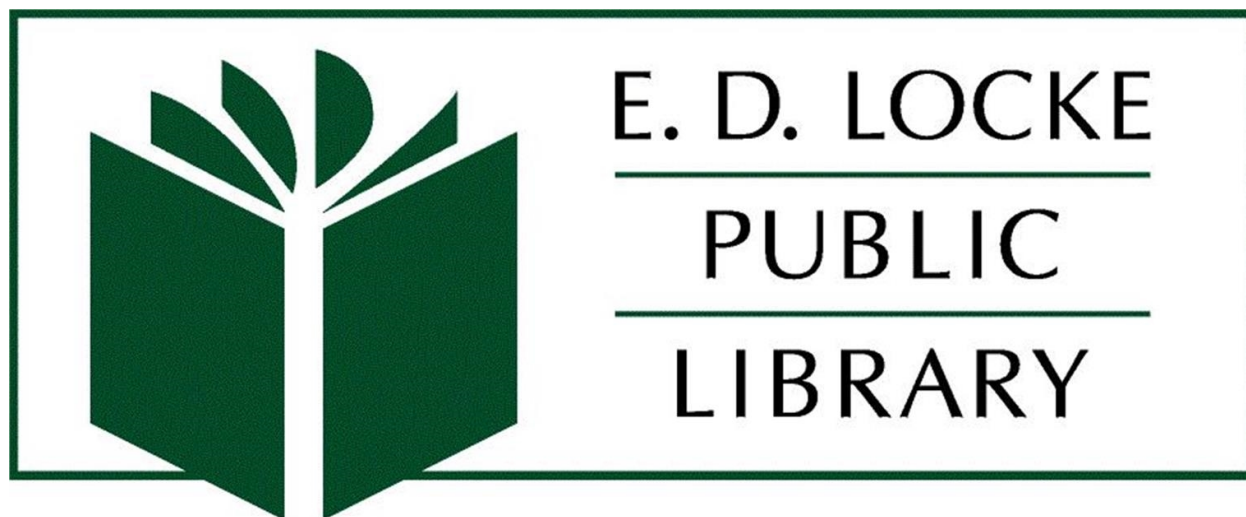
Secretary, Library Board

Director

	Total	Payer	Description
SEC. 4	\$287,192	Dane County	Reimbursement for operation services to County residents
SEC. 5	\$62,727	Dane County	Reimbursement for facility services to County residents
TL Pymt	\$349,919	Dane County	Net payment

Meeting Room AV Updates

E.D. Locke Public Library



Presented By:



Madison Office
5404 Voges Rd.
Madison, WI, 53718
(608) 831 - 5012

Milwaukee Office
1207 West Canal Street
Milwaukee, WI 53233
(414) 797 - 0667

Appleton Office
1899 Progress Way
Kaukauna, WI 54130
(920) 570 - 4880

Wausau Office
5108 East Jelinek Avenue
Weston, WI 54476
(877) 384-3287

Modified: 11/7/2023
Revision: 1



November 7, 2023

Automation Arts
5404 Voges Rd.
Madison, WI 53718

RE: E.D. Locke Public Library – Meeting Room AV Updates Scope of Work

Meeting Room

Video

- Automation Arts will provide and add a ScreenBeam 1100 Plus wireless presentation device to the existing video system. This will allow for wireless casting of video content from user devices via Miracast (Windows), AirPlay (macOS, iOS), and Chromecast (Google).
 - Note: a user-accessible Wi-Fi signal will be required to use the wireless presentation device.
- Automation Arts will provide and install a 2-gang wall-plate with inputs for HDMI, USB-C, and unbalanced audio to provide wired input connections to the system. This wall plate will replace the existing 2-gang AV input wall plate.

Control

- Automation Arts will provide and install a 7" QSC wall-mounted touch panel to control the AV system with custom programming for Public usage (default) and Employee usage (password-protected access). This touch panel will replace the existing control system.
 - **Controls**
 - Video Source Selection
 - Audio Source Selection (by default audio will follow video)
 - Volume/Mute
 - System On/Off
 - Display On/Off

Q-SYS Commissioning and System Programming

- Utilizing the existing client-provided source code and credentials, Automation Arts will modify the existing programming and re-commission the system with updated functionality.



Warranty and Service Agreement

- **Warranty:** All components are covered only by the Manufacturer's Warranty. Service hours utilized to replace items still under Manufacturer Warranty will be billed at our preferred service rates. Should equipment need to be replaced that is no longer under the Manufacturer Warranty, a quote shall be presented for the replacement equipment.
- **AV System Clean and Check:** Included in the service agreement is an annual AV system clean and check for each quoted system. Clean and Check services to include: A system inspection with verification of complete system operations including all control UIs, cleaning of gear, including ensuring that cable, power and thermal management of systems are representative of original standards, AV equipment testing and calibration as needed, testing and confirmation of operation and performance of communication equipment (cameras, microphones, speakers, etc.), structural checks of all architectural I/O's and other mechanical devices (wall plates, floor plates, motorized projection screens, lifts, etc.), and firmware and software updates for applicable equipment as needed.
- **Accessibility:** Please call 877.352.4008 or email service@automation-arts.com to reach the Service department. Service Agreement includes response time of 60 minutes 9a-5p Monday-Friday, within 90 minutes after 5p and 9a-10p during weekends and Holidays. Night and weekend appointments for emergency needs, and prioritized appointment scheduling. Standard @ \$150/hr., Weekend/Holiday/After-hours @ \$300/hr.

Customer Responsibilities

- All required AV and data and client network cabling and connections are to be provided by others.
- All coaxial cabling from building headend to be provided by others.
- Cable boxes are to be provided by others prior to the 1st day of installation.
- All OFE gear listed in the proposal to be provided by the client prior to 1st day of installation.
- All line voltage, junction boxes and conduit, if required for A/V systems, are to be provided by others.
- Concrete or core drilling/cutting.
- Necessary ceiling tile or gypsum board replacement and/or repair.
- Structural support of AV equipment or building related vibrations.
- All millwork
- Patching and painting
- Lifts or scaffold are not included unless stated otherwise.



Respectfully,

Erik Muchka, CTS
Account Executive
Automation Arts

Client: Heidi Cox

Date:



E.D. Locke Public Library: Meeting Room AV

Display Systems

- 1 Client Provided Display and Mount**
Integration of client provided display and mount

Display Systems Total: \$329.50

Sources



- 1 ScreenBeam Inc. SBWD1100P**
4K Wireless Display Receiver with HDMI
- 1 C2G 03983**
6ft Cat6 Snagless Unshielded (UTP) Ethernet Network Patch Cable - Black
- 1 SnapAV B6-4K2-2**
4K Ultra HD Premium Certified High Speed HDMI® Cable with GripTek™ - 2M (6.5')

Sources Total: \$1,509.18

Video

- 1 Client Provided CAT6 Wire**
Utilized client provided and installed CAT6 Data wire
- 1 Automation Arts Final installation - 0.1 hr**
Final Installation tasks performed by an installation technician
- **1 Crestron HD-RX-4KZ-101**
DM Lite® 4K60 4:4:4 Receiver for HDMI® Signal Extension over CATx Cable
- 1 SnapAV B6-4K2-2**
4K Ultra HD Premium Certified High Speed HDMI® Cable with GripTek™ - 2M (6.5')
- **1 Crestron HD-TX-4KZ-101-1G-W**
DM Lite® 4K60 4:4:4 Transmitter for HDMI® Signal Extension over CATx Cable, Wall Plate, White
- 1 SnapAV B6-4K2-2**
4K Ultra HD Premium Certified High Speed HDMI® Cable with GripTek™ - 2M (6.5')
- 1 SnapAV DECOR-2-WH**
Wirepath™ Decorative Double Gang Wall Plate (White)



- 1 **RDL D-CIJ3D**
Decora Consumer Stereo Input Jack

- 100 Liberty AV Solutions 22-2P-PINDSH-WHT
White Paired audio and control 22 AWG 2 pair individually shielded plenum cable

Video Total: \$1,444.18

Control



- 1 **QSC TSC-70-G3**
High Definition Touch Screen Controller

- 1 QSC SLQBR-P
Q-SYS AV Bridging feature license, One license is required per TSC Series Gen 3 touch screen controller with AV Bridging enable. Perpetual. For TSC-70-G3 & TSC-101-G3

- 100 SnapAV NST-CAT6PL-1000-BLK
CAT6 Plenum 550MHz Unshielded 23/4 CMP-Rated Wire - Black

Control Total: \$2,747.74

Head End



- 1 **Automation Arts A2 Discovery – Commercial**
Service to verify documentation and further support systems not previously under Automation Arts supervision.



- 1 **Automation Arts Commissioning - On-Site**
System configuration and calibration tasks performed by a commissioning agent



- 1 **Automation Arts Programming**
Programming labor performed by Automation Arts programming team

Head End Total: \$2,617.00

E.D. Locke Public Library: Meeting Room AV Total: \$8,647.60

Service & Project Expenses

Unassigned



- 1 **Automation Arts A2 Service Package - Standard**
1 Year Service Support Plan: 1 hr response time from 9a-5p, M-F. If required, technical site visit scheduled within 3-5 business days of request. Visit time from 8a-4p, M-F only. Preferred rates.



- 1 Automation Arts Clean & Check - Commercial – Advanced
AV system inspection & maintenance. For larger conference rooms,
board rooms, multi-display & training rooms supported. Report &
recommendations provided to client upon completion.

1 **Automation Arts Surcharge**
Shipping, Handling, Logistics

Unassigned Total: \$1,348.71

Service



1 **Automation Arts 90 Day Warranty**
90 day workmanship warranty as described in contract

Service Total: \$0.00

Service & Project Expenses Total: \$1,348.71

Project Subtotal: \$9,996.31



Proposal Summary

Total Installation Price:	\$9,996.31
Grand Total**:	\$9,996.31

**The pricing above does not include taxes. Taxes, fees and surcharges shall be paid by Client and will be shown on invoices to Client.

Payment Schedule	Amount	Due Date
Down Payment 1	\$7,497.23	
Down Payment 2	\$1,499.45	
Down Payment 3	\$999.63	

**Proposal is valid for 15 days from delivery and will expire on: 11/22/2023

Meeting Room AV Updates

E.D. Locke Public Library

5920 Milwaukee St.
McFarland, WI 53558

Revision: 1
Modified: 11/7/2023

Presented By:

Automation Arts

5404 Voges Rd.
Madison, WI 53718 US
(608) 831-5012
<http://www.automationarts.com>



TERMS AND CONDITIONS

1. Contract Terms. These terms and conditions (the "Terms") and the accompanying proposal (the "Proposal" and collectively, with the Terms, this "Agreement") comprise the entire agreement between Automation Arts, LLC ("Automation Arts") and you ("Customer") and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of any conflict between these Terms and the Proposal, these Terms shall govern, unless the Proposal expressly states that the terms and conditions of the Proposal shall control. These Terms prevail over any of Customer's general terms and conditions regardless whether or when Customer has submitted its request for proposal, order, or such terms. Provision of services or equipment to Customer does not constitute acceptance of any of Customer's terms and conditions and does not serve to modify or amend these Terms.

2. Services. Automation Arts shall provide the services (the "Services") and equipment and systems ("Equipment") to Customer as described in the Proposal in accordance with these Terms.

3. Performance Dates. Automation Arts shall use reasonable efforts to meet any performance dates specified in the Proposal, and any such dates shall be estimates only.

4. Customer's Obligations. Customer shall: (i) cooperate with Automation Arts in all matters relating to the Services and the Equipment and provide such access to Customer's premises, and such office accommodation and other facilities as may reasonably be requested by Automation Arts, for the purposes of performing the Services and delivering the Equipment; (ii) respond promptly to any Automation Arts request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Automation Arts to perform Services and deliver Equipment in accordance with the requirements of this Agreement; (iii) provide such customer materials or information as Service Provider may reasonably request to carry out the Services in a timely manner and ensure that such customer materials or information are complete and accurate in all material respects; and (iv) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.

5. Customer's Acts or Omissions. If the performance of Automation Arts of its obligations under this Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants or employees, Automation Arts shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay.

6. Change Orders:

(a) If either party wishes to change the scope or performance of the Services or modify the Equipment to be delivered, that party shall submit details of the requested change to the other party in writing. Automation Arts shall, within a reasonable time after

such request, provide a written estimate to Customer of: (i) the likely time required to implement the change; (ii) any necessary variations to the fees and other charges for the Services arising from the change; (iii) the likely effect of the change on the Services; and (iv) any other impact the change might have on the performance of this Agreement.

(b) Promptly after receipt of the written estimate, the parties shall negotiate and agree in writing on the terms of such change (a "Change Order"). Neither party shall be bound by any Change Order unless mutually agreed upon in writing in accordance with Section 27.

(c) Notwithstanding Section 6(a) and Section 6(b), Automation Arts may, from time to time change the Services without the consent of Customer provided that such changes do not materially affect the nature or scope of the Services, or the fees or any performance dates set forth in the Proposal.

(d) Automation Arts may charge for the time it spends assessing and documenting a change request from Customer on a time and materials basis in accordance with the Proposal.

7. Fees and Expenses; Payment Terms; Late Payments. In consideration of the provision of the Services and Equipment by Automation Arts and the rights granted to Customer under this Agreement, Customer shall pay the fees set forth in the Proposal. Customer agrees to reimburse Automation Arts for all reasonable travel and out-of-pocket expenses incurred by Automation Arts in connection with the performance of the Services and delivery of the Equipment. Customer shall pay all invoiced amounts due to Automation Arts in 30 days of Automation Arts' invoice. Customer shall make all payments hereunder in US dollars by wire transfer or check. In the event payments are not received by Automation Arts within 10 days after becoming due, Automation Arts may: (i) charge interest on any such unpaid amounts at a rate of 1.5% per month from the date such payment was due until the date paid; and (ii) suspend performance for all Services and delivery of all Equipment until payment has been made in full. All payments made by credit or debit card will be subject to an additional 2.5% surcharge.

8. Taxes. Customer shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Customer hereunder.

9. Intellectual Property. All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "Intellectual Property Rights") in and to all documents, work product and other materials that are delivered to Customer under this Agreement or prepared by or on behalf of Automation Arts in the course of performing the Services, including any items identified as such in the Proposal (collectively, the "Deliverables") shall be owned by Automation Arts. Automation Arts hereby grants Customer a license to use all Intellectual Property Rights free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicenseable, fully paid-up, royalty-free and perpetual basis to the extent necessary to enable Customer to make reasonable use of the Deliverables and the Services. Customer shall own its Crestron Code upon full payment for delivered services. Any changes made to Crestron codes by another Integrator shall void any Automation Arts Warranty, and will be subject to a T&M evaluation to fix, or correct programming code.

10. Confidential Information. All non-public, confidential or proprietary information of Automation Arts, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing (collectively, "Confidential Information"), disclosed by Automation Arts to Customer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the provision of the Services and this Agreement is confidential, and shall not be disclosed or copied by Customer without the prior written consent of Automation Arts. Confidential Information does not include information that is: (i) in the public domain; (ii) known to Customer at the time of disclosure; or (iii) rightfully obtained by Customer on a non-confidential basis from a third party. Customer agrees to use the Confidential Information only to make use of the Services and Deliverables. Automation Arts shall be entitled to injunctive relief for any violation of this Section. The confidentiality obligations as provided for under this Section 10 will expire three years from the date Automation Arts completes the Services.

11. Warranty. Automation Arts warrants to Customer that subject to the terms hereof (the "Warranty"): (a) for a period equal to 90 days from the date of delivery to Customer the Services provided by Automation Arts will be in a workmanlike manner free of material defects and (b) for a period equal to one year from the date of delivery to Customer the Equipment provided by Automation Arts will be free from material defects under normal use and service, except that with respect to any components or other parts included in the Equipment that are subject to a manufacturer's warranty, the warranty provided by Automation Arts will equal to the earlier of 90 days from the date of delivery to Customer or the expiration of any applicable manufacturer's warranty. This warranty is not transferable by Customer to any third-party and is as stated herein unless otherwise agreed to in writing.

(a) It is in compliance with all applicable federal, state and local laws, regulations and standards relating to the sale and transportation of the supplies or items, and provision on the products including all applicable U.S. and foreign anti-corruption laws, including without limitation, the U.S. Foreign Corrupt Practices Act.

Automation Arts shall not be liable for a breach of the warranty set forth in this Section unless Customer gives written notice of the defective Services or Equipment, reasonably described, to Automation Arts within 30 days of the time when Customer discovers or ought to have discovered that the Equipment or Services were defective. Subject to this Section, Automation Arts shall, in its sole

discretion, either: (i) repair or re-perform such Services or Equipment; or (ii) credit or refund the price of such Services or Equipment at the pro rata contract rate. If a warranty is offered by the manufacturer of any Equipment or parts thereto, such warranty information, if available, will be included with the Equipment.

THE REMEDIES SET FORTH IN THIS SECTION SHALL BE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND AUTOMATION ARTS' ENTIRE LIABILITY FOR ANY BREACH OF THE WARRANTY SET FORTH IN THIS SECTION.

The Warranty does not apply to any parts of other Equipment provided by Customer. The Warranty does not apply to expendable or consumable parts or items. The Warranty does not apply to any negligent, reckless, or intentional alteration, misapplication, misuse or abuse by any person or entity other than Automation Arts or its authorized service representatives.

Workmanship warranty of physically installed items will be a standard one year warranty. This would include misinstalltion of a product, that causes damage or harm to the structure in which it is attached to. Automation Arts personnell shall possess the requisite level of training, skill, and experience to address the requisite tasks efficiently and will perform installations and services ina professional and workmanlike manner consistent with the generally accepted industry standards.

12. Disclaimer of Warranties. EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 11 AUTOMATION ARTS MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES OR EQUIPMENT, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

13. Limitation of Liability. IN NO EVENT SHALL AUTOMATION ARTS BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT AUTOMATION ARTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL AUTOMATION ARTS' AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID TO AUTOMATION ARTS FOR THE SERVICES AND EQUIPMENT.

14. Indemnification. Customer shall defend, indemnify and hold harmless Automation Arts, its subsidiaries, affiliates, successors or assigns and its respective members, managers, and employees and Automation Arts' customers against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder arising out of or related to the Customer's negligence, willful misconduct, or breach of any provision of this Agreement

15. Termination. In addition to any remedies under this Agreement, Automation Arts may terminate this Agreement with immediate effect upon written notice to Customer, if Customer: (i) fails to pay any amount when due under this Agreement; (ii) has not otherwise performed or complied with any of the terms of this Agreement, in whole or in part; or (iii) ceases to do business or becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

16. Insurance. During the term of this Agreement, Automation Arts shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) with financially sound and reputable insurers.

17. Waiver. No waiver by Automation Arts of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Automation Arts. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

18. Force Majeure. Automation Arts shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Automation Arts including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

19. Assignment. Customer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Automation Arts. Any purported assignment or delegation in violation of this Section is void. No assignment or

delegation relieves Customer of any of its obligations under this Agreement.

20. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

21. No Third-Party Beneficiaries. Except as set forth in Section 14, this Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

22. Governing Law; Jurisdiction. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule (whether of the State of Wisconsin or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Wisconsin. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be exclusively instituted in the courts of the State of Wisconsin in each case located in the City of Milwaukee and County of Milwaukee, and each party irrevocably submits to the jurisdiction of such courts in any such suit, action or proceeding.

23. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth in the Proposal or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or e-mail (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (i) upon receipt of the receiving party, and (ii) if the party giving the Notice has complied with the requirements of this Section.

24. Severability. If any term or provision of this Agreement is invalid or unenforceable in any jurisdiction, that shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

25. Survival. Provisions of these Terms, which by their nature should survive and apply beyond their terms, will remain in force after any termination or expiration of this Agreement.

26. Waiver of Jury Trial. ANY DISPUTE THAT MAY ARISE UNDER THESE TERMS AND CONDITIONS, YOUR ORDER, OR THE SERVICES IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, CUSTOMER AND AUTOMATION ARTS IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT WE MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THESE TERMS, THIS AGREEMENT, OR THE SERVICES.

27. Amendment and Modification. This Agreement may be amended or modified only by written amendment by an authorized representative of each party.

Payment Schedule	Amount	Due Date
Down Payment 1	\$7,497.23	
Down Payment 2	\$1,499.45	
Down Payment 3	\$999.63	

Client: Heidi Cox

Date:

Contractor: Automation Arts

Date:

CHAPTER 1 PUBLIC COMMENT POLICY

SECTION 1.01 Purpose

The Village encourages input from the Public. The purpose of this policy is to ensure that the Public is allowed time to present their views pertaining to issues concerning the Village of McFarland while permitting the Village Board and its committees the ability to conduct their meetings in an effective manner.

SECTION 1.02 Application

- (a) This policy applies to all Village Board and Committee meetings unless otherwise stated on the meeting agenda and/or announced at the beginning of the meeting by the presiding officer at the meeting.
- (b) For matters that are on the posted Agenda, members of the Public may elect to speak during “Public Comments” (Section 1.03) or at the time the agenda item is presented (Section 1.04).

SECTION 1.03 Procedure for Public Appearances (Items Not on the Agenda)

Comments from the Public on matters not on the posted Agenda are permitted only during the “Public Appearances” portion of the meeting agenda. The following procedures are intended to accommodate input from the Public in a fair, reasonable, and orderly fashion:

- (a) The presiding officer will ask that if anyone wishes to address the Board or committee they should fill out the form provided in order to register to speak. The presiding officer will determine the order in which speakers will then be recognized upon receipt of forms provided.
- (b) Public comments shall be germane to any item pertaining to the Board’s or committee’s functions.
- (c) Each speaker shall provide his or her name and address, and the identity of any group or organization he or she is representing. All speakers shall address their comments to the Board or committee, and not to members of the audience.
- (d) Members of the Public making comments shall be respectful of others and refrain from the use of inappropriate language, innuendos, or other offensive actions or gestures.
- (e) Statements shall be kept as brief and to the point as possible.

- (f) The public comment time under Public Appearances is not a question and answer session. Board and Committee members should refrain from engaging in any comments or questions that are posed to them. Citizens who wish to speak with individual Board or committee members are encouraged to directly contact Board or committee members to discuss Board or committee issues. Any written statements or correspondences submitted to the Clerk/Treasurer will be forwarded on to the Board or Committee.
- (g) The presiding officer shall have the right and discretion to control discussion and to determine both the length of time and the number of times a person may speak. Unless an exception is granted by the presiding officer, each person will be allowed a maximum of three (3) minutes to speak.
- (h) If a group with similar views on an issue wishes to speak during the public comment period, the meeting presiding officer can ask that a spokesperson be selected to address the Board or committee.
- (i) Because minutes are a summary record of the Board's or committee's discussions and actions, speaker requests to append written statements or correspondence to the minutes will not be approved. Written comments to the Board or Committee may be submitted to the Village Clerk/Treasurer.

SECTION 1.04 Procedure for Public Input on Agenda Items

Comments from the Public for matters on the posted Agenda may be provided under the item listed on the agenda. This would apply to the general public, consultants, developers, project representatives, and Village Staff depending on the matter to be presented. The following procedures are intended to accommodate input from the Public in a fair, reasonable, and orderly fashion for matters listed on the agenda:

- (a) Any members of the public wishing to provide comment for matters posted on the Agenda shall follow the instructions for public comments listed on the Agenda in order to speak. The form should be provided to the presiding officer who will determine the order in which speakers will be recognized upon receipt of forms provided under that posted Agenda item.
- (b) Public comments shall be relevant to the matter posted on the Agenda.
- (c) Each speaker shall provide his or her name and address, and the identity of any group or organization he or she is representing. All speakers shall address their comments to the boards, commissions, or committees, and not to members of the audience.

- (d) Members of the Public making comments shall be respectful of others and refrain from the use of inappropriate language, innuendos, or other offensive actions or gestures.
- (e) Board, Commission, and Committee members may ask questions of the speakers during the discussion on the agenda item as points of clarification or for additional follow-up.
- (f) Each person will be allowed a single opportunity and a maximum of three (3) minutes to speak subject to discretion of the presiding officer. The presiding officer shall have the right and discretion to control discussion and to determine both the length of time and the number of times a person may speak.
- (g) If a group with similar views on an issue wishes to speak during the public comment period, the meeting presiding officer can ask that a spokesperson be selected to address the board, commission, or committee.
- (h) Because minutes are a summary record of the meeting's discussions and actions, speaker requests to append written statements or correspondence to the minutes will not be approved. Written comments may be submitted to the Village Clerk/Treasurer for inclusion with the record.
- (i) The purpose of the Agenda Item Discussion is to assist the Village Board or Committee in making a decision on the matter that has been presented for consideration.

Adopted: June 11, 2018

Revised: June 14, 2022

Middleton Public Library
PUBLIC COMMENT POLICY

- I. Purpose**
- II. Specific Guidelines for Public Comments**
- III. Guidelines for Public Comments at Special Library Board Meetings**
- VI. Guidelines for Public Comments in Writing**

I. Purpopse

- (A) The function of regular meetings of the Middleton Public Library Board is to conduct the business of the Middleton Public Library. The library board encourages public attendance and civic participation at its meetings.
- (B) Library board meetings adhere to Wisconsin State Statutes s. 19.85 (Open Meetings), and support the principle that "the public is entitled to the fullest and most complete information regarding the affairs of government as is compatible with the conduct of government business". To this end, all meetings of all state and local government bodies must be publicly held in places reasonably accessible to members of the public unless otherwise expressly provided by law.

II. Specific Guidelines for Public Comments

- (A) Time will be reserved at the beginning of each Library Board meeting for public comment. Public comment is limited to this period.
- (B) Members of the public who wish to speak are asked to sign up before the meeting begins, identifying themselves and providing their address and group affiliation (if any) to the Board before speaking. Anyone refusing to identify him or herself will be prohibited from speaking.
- (C) As a courtesy, it is appreciated if notice of an intention to speak at a Board meeting is given to the Library Director in advance of the meeting.
- (D) Members of the public are limited to a maximum of five minutes of comments.
- (E) A total of up to thirty minutes will be allotted per meeting for public comment.

- (F) Public comments will be addressed to the entire Library Board, but normally there will not be a response from either Board members or the Library Director. It is at the library board President's discretion to allow any response or discussion of public comments. Responses shall be limited to brief comments or facts in response to questions posed. Substantive discussion shall be avoided except insofar as a brief discussion is necessary to determine whether the issue should be placed on a future meeting agenda with public notice.
- (G) During the public comment session, comments are welcome but additional agenda items will not be accepted.
- (H) Any member of the public wishing to have an item considered for addition to the agenda is asked to contact either the Library Director or the library board President at least one week before the next Library Board meeting.
- (I) If at any time persons appearing before the Board exceed the time limitation set forth in this policy or become inappropriate in language or behavior, it shall be the responsibility of the library board President to declare that person out of order and to refuse him or her permission to continue to address the board.
- (J) Comments made become part of the meeting record.
- (K) There is no guarantee that suggestions brought forth by the public during the public comment session will be addressed by the Board at the current or a future meeting.
- (L) At the library board President's discretion, additional public comments sessions or speaking time may be allowed.
- (M) If the number of people wishing to speak is large, the Chairman may rule that a separate special library board meeting be scheduled on the issue in question and ask that those wishing to comment do so at that meeting.

III. Guidelines for Public Comments at Special Library Board Meetings

- (A) A sign-in roster will determine the speaking order for people who wish to make public comment. The names will be called in the order in which they appear on the sign-up sheet.
- (B) Speakers shall address members of the board, others waiting to comment, and the public at large, as an audience.

- (C) Each person is allowed to comment only once. Each speaker will have five minutes total to comment. The speaker may be asked to respond to questions from the board.

IV. Guidelines for Public Comments in Writing

- (A) Written comments will be accepted from anyone who does not have time to speak or anyone who wishes to supplement public remarks. Deadline for submitting written comments may be established. Comments may be submitted in either electronic or paper format. Send comments to: Library Board, c/o Library Director, Middleton Public Library, 7425 Hubbard Avenue, Middleton, WI 53562 or info@midlibrary.org.

Adopted December 9, 2014
Amended April 1, 2019