



Agenda: Board of Trustees  
October 6, 2022, at 4 pm  
Conference Room, Downtown Library

### ***Literacy, Access, & Inclusion***

Library Board President – Clint Twedt-Ball

- A. Call to Order
- B. Consent Agenda – **Action**
  - o Minutes:
    - September 1, 2022
    - September 7, 2022 – 10 am
    - September 7, 2022 – 1 pm
    - September 8, 2022
- C. Public Comments and Communications
- D. Foundation Report – Charity Tyler
- E. Friends of the Library Report – Libby Slappey
- F. Board Education: Library Website – Amber McNamara
- G. Library Board Committee Reports
  - o Advocacy Committee – Rafael Jacobo, Committee Chair
    - No Action
  - o Finance Committee – Monica Challenger, Committee Chair
    - **Action:** Architect Services Contract with OPN Architects for Westside Library Project
  - o Personnel and Policy Committee – Susie McDermott, Committee Chair
    - **Action:** Policy Review:
      - 1.01: ByLaws
      - 3.06: Library Access for Sex Offenders
      - 4.02: Public Display Art
      - 4.03: Community Postings
  - o Westside Project Committee – Jade Hart, Committee Chair
    - No Action
- H. Library Director's Report
  - o Annual Report
- I. Old Business
- J. New Business
- K. Adjournment

The next Board of Trustees meeting is **November 3, 2022 at 4 pm**, in the Conference Room, Downtown Library.

Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a City program, service, or activity, should contact Jessica Musil, Library Administrative Assistant, at 319.261.7323 or email [musilj@crlibrary.org](mailto:musilj@crlibrary.org) as soon as possible but no later than 48 hours before the meeting.

**DRAFT Meeting Minutes**  
**Cedar Rapids Public Library**  
**Board of Trustees**  
**September 1, 2022**

**Board members in attendance:** [Vice President] Monica Challenger, Jade Hart, Jeremy Elges Susie McDermott, Rafael Jacobo, Elisabeth Hepworth, Chris Casey and Hassan Selim (via Zoom)

**Unable to attend:** [President] Clint Twedt-Ball (in person)

**Staff in attendance:** Dara Schmidt and Jessica Musil (in person); Patrick Duggan, Todd Simonson, Sarah Voels, and Kevin Delecki (via Zoom)

**Others:** Charity Tyler, Executive Director, Cedar Rapids Public Library Foundation; and Libby Slappey, President, Friends of the Cedar Public Library (in person)

- A. Call to Order
  - Ms. Challenger called the meeting to order at 4 pm.
- B. Consent Agenda – **Action**
  - Minutes: August 4, 2022

*Ms. Hart motioned to accept the consent agenda. Mr. Jacobo seconded. The motion carried with unanimous approval.*
- C. Public Comments and Communications
  - There being none, the meeting continued
- D. **Action:** Resolution in thanks of Waypoint Services
  - The board wants to formally thank Waypoint Services and the Madge Phillips Center Shelter. They allowed the library to operate a pop-up computer lab and cooling center when the downtown library was temporarily closed. The partnership allowed crucial services to continue in our community.

*Ms. Hepworth motioned to approve the resolution of thanks. Ms. Casey seconded. The motion carried with unanimous approval.*
- E. Foundation Report – Charity Tyler
  - Ms. Schmidt reported for Ms. Tyler. She is wrapping up the donor and stakeholder visits for the new library facility. Confidential interviews will conclude in the next week. The Foundation expects to receive the full report from the consultant for their September board meeting.
  - Jess Netolicky, the Foundation’s new Development Associate, and Charity are making donor recognition pop-in campaigns with corporate donors. It allows them to say thank you and introduce Ms. Netolicky. Almost Famous donated popcorn to take on the visits. They have received positive feedback from donors for the visits and have had great conversations with those available to chat.
- F. Friends of the Library Report – Libby Slappey
  - During the downtown library’s closure, Friends had an opportunity to re-group in the sorting center and prep for other events, such as attending the Hawkeye Labor Council’s Labor Day picnic.
  - The final Farmers Market sale of the season is on September 17. After that, the Friends will plan the fall book sale, held the first weekend in November at the downtown library.
- G. Board Education: Summer Dare Recap – Kevin Delecki
  - The summer reading program started on June 4 with a kickoff event at Ladd Library, and concluded on July 30 even though park visits stopped in mid-August. The programming team hosted 129 outreach visits, serving 4,590 people, at various locations and parks through the Cedar Rapids area. We brought technology and literacy programming to each visit, giving away over 700 books.

- In the building, staff held 54 programs, serving 2,418 patrons. In addition, another 253 were served with workforce development efforts at 18 different locations.
- The reading challenge numbers are not yet final. However, we are making gains on the community involvement which was lost during the pandemic. Mr. Delecki was encouraged by the high percentages of actively engaged readers, as calculated by the tracking software.
- Ms. Slappey asked if the tracking software's 12 most popular books are challenged materials. Nothing jumped out to him for those 12 books specifically.
- Ms. Hart asked about early thoughts to make changes to the next year. As one summer wraps up, the team starts to think about the following year. Programming is always considering ways to improve and ensure we meet people where they are as effectively as possible. As planning develops, the team will research locations to meet patrons and to capture a wider range of population.
- Ms. Challenger thanked the team for their promotion and engagement.

#### H. Library Board Committee Reports

- Advocacy Committee – Rafael Jacobo, Committee Chair
  - The committee met recently but there are no items to discuss.
- Finance Committee – Monica Challenger, Committee Chair
  - Ms. Challenger reviewed the July 2022 Finance memo. There is nothing concerning as this is the first month of the fiscal year.
- Personnel and Policy Committee – Susie McDermott, Committee Chair
  - **Action:** Policy Review. The following policies were reviewed.
    - 3.07: Special Event Alcohol Use Policy. The committee did not recommend any changes to the policy – the proposed changes are to update formatting only.
    - 4.00: Library as Place. The committee discussed whether this policy was necessary. However, they felt it was important to keep with a new building project in the future.

*The motion to approve the above policies as in the board packet carried with unanimous approval.*

- Westside Project Committee – Jade Hart, Committee Chair
  - Next week will be busy with the two finalist architect presentations. All trustees and the public are welcome to attend. The committee will meet separately to discuss and bring a recommendation for contract negotiations to the special board meeting on September 8.

#### I. Library Director's Report

- The downtown library reopened today after cleaning and restoration finished on Tuesday, August 30. Cleaning staff had to clean all surfaces, carpets, and flooring as well as every physical material. Staff had full access to the building yesterday morning to prepare the building for opening. Final restoration work will continue at a later date, following insurance approval. In the meantime, walls will block a portion of the Commons to preserve the fire site for insurance investigators. Regardless, the public can access the building, resources, and materials. The downtown collection was accessible again starting last night; this morning, we had over 600 holds in the system.
- Our major vendor for new books, Baker & Taylor, suffered a ransomware attack, and have been down for several weeks. They hope to be online again in the first half of September. The Library does have a cyber security insurance policy as recommended though our most important systems and data are cloud-based and held by the respective vendors.
- Programming is usually quiet in August; however, the team stepped up their outreach in response to the fire. Fall Programs are starting and we will host the annual Cultural Community Expo in person again at the downtown library. The event will hold music and live performances, art, exhibitions, and community tables to learn about diverse groups in the Cedar Rapids area.

- Iowa Library Association (ILA) will host their annual conference in Coralville in mid-October. We have three staff presenting this year. Trustees are welcome to attend, and should respond to Ms. Schmidt's email if they'd like to register.
  - Ms. Hart thanked the team for the great work communicating in regards to the fire. Ms. Schmidt was grateful for the care and concern from the community – and those asking when they can return. The library will need to close again for up to three days for final ceiling restoration. We identified several blocks of time to minimize disruption of programs and meeting room reservations.
  - Mr. Elges asked about the Mandt Training as noted in the directors report in the board packet. Ms. Schmidt shared the training will be given to every staff member regardless of role and public contact as it is important for everyone to have the skillsets. The library has been doing de-escalation training for several years. Mandt training, which is most popular in school settings, will increase our knowledge. One portion of the training, which is physical restraints, will not be used for our team. Todd Simonson is now train-the-trainer certified to help with our training roll-out.
  - The library typically closes on November 11 for professional development. However, in light of recent extended closures, we may cancel.
- J. Old Business
- There being no old business, the meeting continued.
- K. New Business
- There being no new business, the meeting continued.
- L. Adjournment
- There being no further business, the meeting adjourned at 4:52 pm.

**The next Board of Trustees meeting will be held on Thursday, October 6, 2022, at 4 pm in the Conference Room, Downtown Library**

**DRAFT Meeting Minutes  
Cedar Rapids Public Library  
Board of Trustees – Westside Committee Meeting/Architect Presentation  
September 7, 2022 10 am**

**Board members in attendance:** [President] Clint Twedt-Ball, Jade Hart, Jeremy Elges, Susie McDermott, Elisabeth Hepworth (all in person); [Vice President] Monica Challenger, Hassan Selim, and Rafael Jacobo (all via Zoom).

**Unable to attend:** Chris Casey

**Staff in attendance:** Dara Schmidt, Amber McNamara, Jessica Musil (all in person); Jessica Link, Amber Wieland (both via Zoom)

**Others:** Rebecca Johnson, City of Cedar Rapids; Charity Tyler, Executive Director, Cedar Rapids Public Library Foundation; representatives of OPN: Mindy Sorg, Toby Olsen, Matthew Stewart, Carly Weber, and Tara Ludwig; Jonathan Gettler, Design Engineers; Brett Douglas, Genus Landscape Architects; and Kelsi Hein, Form Function Studio.

- A. Call to Order
  - Ms. Hart called the presentation to order at 10 am.
- B. Architect Presentation for Westside Library Project: OPN Architects
  - The team from OPN Architects presented their vision in response to a scope of work for the Westside Library Project. The presentation was followed by a question and answer session.
- C. Adjournment
  - The presentation concluded at 11:13 am.

**The next Board of Trustees meeting will be held on Thursday, October 6, 2022, at 4 pm in the Conference Room, Downtown Library**

**DRAFT Meeting Minutes**  
**Cedar Rapids Public Library**  
**Board of Trustees – Westside Committee Meeting/Architect Presentation**  
**September 7, 2022 1 pm**

**Board members in attendance:** [President] Clint Twedt-Ball, Jade Hart, Jeremy Elges, Susie McDermott, Elisabeth Hepworth (all in person); [Vice President] Monica Challenger, Hassan Selim, and Rafael Jacobo (all via Zoom).

**Unable to attend:** Chris Casey

**Staff in attendance:** Dara Schmidt, Amber McNamara, Jessica Musil (all in person); Jessica Link, Jess Netolicky (both via Zoom)

**Others:** Rebecca Johnson, City of Cedar Rapids; Charity Tyler, Executive Director, Cedar Rapids Public Library Foundation; Paul Desmond and Kelsi Hein, Form Function Studio; representatives of MSR Design: Kate Michaud, Lauren Gardner, and Matt Kruntorad; Todd Happel, Anderson Bogert; Bryan Kubik and Ben Simon, Conlon Construction (all in person); Eric Reinsch, IMEG Structural; Josh Nielsen, Modus Engineering; and Haley Fernandez (all via Zoom).

- A. Call to Order
  - Ms. Hart called the presentation to order at 1 pm.
- B. Architect Presentation for Westside Library Project: Form Function Studio
  - The team from Form Function Studio and MSR Design presented their vision in response to a scope of work for the Westside Library Project. The presentation was followed by a question and answer session.
- C. Adjournment
  - The presentation concluded at 2 pm.

**The next Board of Trustees meeting will be held on Thursday, October 6, 2022, at 4 pm in the Conference Room, Downtown Library**

**DRAFT Meeting Minutes  
Cedar Rapids Public Library  
Board of Trustees – Special Meeting  
September 8, 2022**

**Board members in attendance:** [President] Clint Twedt-Ball, Jade Hart, Jeremy Elges, Elisabeth Hepworth, and Susie McDermott (all in person); [Vice President] Monica Challenger, Rafael Jacobo, Chris Casey and Hassan Selim (via Zoom)

**Staff in attendance:** Dara Schmidt, Amber McNamara, and Jessica Musil (in person); (via Zoom)

**Others:** Charity Tyler, Executive Director, and Megan Saylor, Board of Directors, Cedar Rapids Public Library Foundation (in person)

- A. Call to Order
  - Mr. Twedt-Ball called the meeting to order at 4 pm.
- B. Westside Project Committee – Jade Hart, Committee Chair
  - Discussion of Architect Presentations.
    - On September 7, the trustees and staff heard presentations from the two architect firms: OPN Architects and Form Function Studio. The presentations were in response to a request for proposal (RFP) to design, bid, and build a new permanent westside library. Members ranked the presentations based on a scope and scoring sheet. The City's Purchasing Department assisted in the process.
    - Ms. Hart noted that the committee felt the two firms were highly qualified and would serve our library and community well. It was a very tough decision, though in the end, the price difference in the two contracts was significant. Based on results from the scoring, the committee recommends initiating contract negotiations with OPN Architects.
    - A general discussion was held by trustees. Highlights are noted.
      - Mr. Elges wanted clarification that scoring had been completed. Yes, it was completed with Purchasing's guidance and sent back to Purchasing before the board meeting. The scoring was done solely on the presentations.
      - Ms. McDermott noted that she felt comfortable with either organization as they were wonderful.
      - Ms. Casey asked if OPN Architects were involved in the downtown library project. Yes, OPN was the downtown library's architect. Ms. Casey felt they did a great job.
      - Ms. Hepworth is also comfortable with the decision. She is confident in the recommendation and thanked Ms. Hart and the committee for their thoughtfulness.
      - Mr. Jacobo previously worked with OPN as a school board member. He looks forward to working with them again. He felt they will do well with the Westside project as they worked with a diverse student population for the school district's projects.
  - **Action:** Westside Project Architect Selection  
*The motion to select OPN Architects for the Westside Project passed unanimously.*
- C. Adjournment
  - There being no further business, the meeting adjourned at 4:10 pm.

**The next Board of Trustees meeting will be held on Thursday, October 6, 2022, at 4 pm in the Conference Room, Downtown Library**

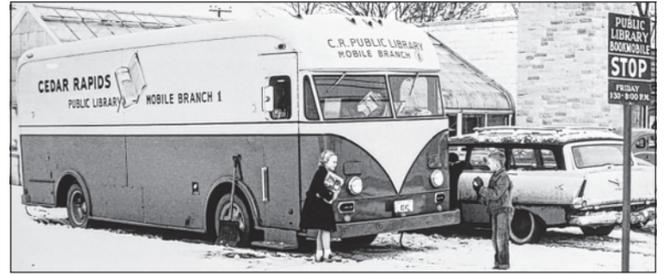
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HISTORY HAPPENINGS | JESSICA CLINE, ROB CLINE



Young and old readers alike visit a Cedar Rapids bookmobile on Oct. 7, 1962, during its stop at Center Point Road and 42nd Street NE in Cedar Rapids. In three-and-a-half hours, 754 books were checked out. (Gazette archives)



A young reader, armed with books from her visit to the bookmobile, faces down another child, armed with a snowball, sometime in the 1950s or 1960s. (Cedar Rapids Public Library)



The Friendsmobile stood in for the much larger bookmobiles in Cedar Rapids after Bookmobile No. 3 was retired in 1983. (Cedar Rapids Public Library)



The Cedar Rapids Public Library's Mobile Technology Lab visits areas around the city. It started carrying books and other library materials this summer, too. (Cedar Rapids Public Library)

# Bookmobiles in C.R.

## Popular mobile libraries ran in city from 1952 to 1983

The younger of your two writers spotted a few #throwbackthursday posts on Instagram from the Cedar Rapids Public Library highlighting bookmobiles. The older of your two writers immediately fell down a well of nostalgia, having been a regular bookmobile patron in the late 1970s and early 1980s. The bookmobile stop in the parking lot of the Eagle grocery store (now True Value Hardware) on Mount Vernon Road SE was a sacred spot for a young reader falling in love with books.

The Cedar Rapids Public Library first sent a bookmobile out into the community in 1952. It had six stops on its route. In 1954, a second vehicle was added. Ten years later, in 1964, a third bookmobile was added to the fleet. At that time, mobile service was expanded to include Saturdays, with

19 neighborhoods served by the three vehicles.

### 1962 STATS

A Gazette article on Sunday, Oct. 7, 1962, shared some impressive stats about the two bookmobiles in operation at the time. It reported:

“Just as the main library and Kenwood branch have their own collections, the bookmobiles operate with a joint collection, all ordered especially for bookmobile use and all duplicates of material available at the main library.

“It totals 27,598 books, including 10,500 adult titles and 17,000 juvenile. New books and replacements are added at the rate of 6,000 a year. The larger bookmobile carries 3,500 books, the smaller, about 3,000 . . .

“The place of bookmobile service in the total library program is unquestioned; it accounts for roughly 35 percent of

the system’s total annual circulation.

“The two units circulated 311,622 books in 1961, more than 14 percent over 1960. Circulation for the first nine months of this year is 276,285, or 13.5 percent over a year ago.”

Bookmobile No. 3 added significant capacity, as noted in The Gazette on Sunday, Oct. 25, 1964: “Bookmobile No. 3 is a big one, 7 feet wide and 28 feet long inside. It has a capacity of 4,000 books or more. . . . There is an intercom system between the front and rear desks of the Bookmobile — an essential feature during peak hours when as many as 50 or 60 people jam the 21-foot service aisle.”

The list of 1965 bookmobile stops included:

- **Monday:** Williams Boulevard at Eighth Avenue SW; and J Street at Wilson Avenue SW
- **Tuesday:** Center

Point Road at 42nd Street NE; and Dairydale Baptist Church parking lot, 3408 Mount Vernon Rd. SE

- **Wednesday:** Municipal parking lot, 16th Avenue at C Street SW; Farm Market, 1556 First Ave. NE; and Cedar Hills, Plainview Drive NW

- **Thursday:** Ninth Street at 18th Avenue SW; and St. James Methodist Church parking lot, 1430 Ellis Blvd. NW

- **Friday:** Farm Market, Oakland Road at 32nd Street NE; and East Sun Mart, 2405 Mount Vernon Rd. SE

- **Saturday:** F Avenue at 19th Street NW; and Lincolnway Village at Mayden Avenue and Colorado Drive SW

### RETIRED

Despite the notion in 1962 that “the place of bookmobile service in the total library program is unquestioned,”

a decade later the first two vehicles had been retired.

In 1983, the library decided to retire the only remaining bookmobile (the one of your author’s childhood) due, in part, to the expense of replacing the aging vehicle. The first bookmobile had cost \$11,700; a replacement would cost \$100,000.

Not everyone was pleased, of course, including Mary Wright, who wrote a letter to the editor in January 1983 expressing her displeasure. It read, in part:

“The bookmobile is such an invaluable service because it makes books available to people throughout the city on a weekly basis. Not only children’s book, tapes and records but also book and periodicals for adults are available. Any specific book that you request can be put on the bookmobile with just a telephone call to the pub-

lic library. If you have never used the bookmobile, stop by now and see what you’d be losing.”

### SMALLER VERSIONS

For a while, a Friendsmobile — a van operated by the Friends of the Cedar Rapids Public Library — carried up to 1,300 books to various locations, but that effort, too, faded away.

The concept is not fully lost, however.

Since 2021, the Cedar Rapids Public Library has supported the Mobile Technology Lab, which provides access to technology around the community. This summer, the mobile lab added an older technology to its inventory. It started carrying some books.

Jessica Cline is a Leadership & Character Scholar at Wake Forest University. Her dad, Rob Cline, is not a scholar of any kind. They write this monthly column for The History Center. Comments: HistoricalClines@gmail.com



PIECE OF HISTORY | TARA TEMPLEMAN

## Tillie ‘hauntings’ in Cedar Rapids, Marion

The story about “Tillie” haunting Linn County cemeteries has been around since the 1960s, though the details change depending on who’s telling the story.

One of the more well-known Halloween stories has Tillie haunting Oak Hill Cemetery in Cedar Rapids. The most common version says Tillie, a young Czech girl, died while her parents were passing through Cedar Rapids and that she wanders the cemetery with a candle,

trying to pull people into a mausoleum.

The story was traced back to a groundskeeper who made it up to scare a gullible co-worker.

However, Tillie Krcmar, a 10-year-old Czech girl, is buried in the potter’s field section of City Cemetery. The Krcmar family lived in Cedar Rapids and lost two of their children to diphtheria in 1893.

Another story has teenagers spotting the spirit of Matilda Morrow Ovington

in Marion’s Oak Shade Cemetery in the 1960s. This Tillie, the third wife of Thomas Ovington, a merchant tailor in Marion, was 88 when she died in 1917.

She lived in Marion 65 years and had seven sons, five of whom died in infancy. She is buried near the cemetery’s original pioneer section, surrounded by her family.

Cemetery keepers have noted that cemeteries are only “haunted” by the living, and that sneaking around at night



Tillie Krcmar, who died of diphtheria at age 10 in 1893, is buried in the old City Cemetery. (The History Center)

can be dangerous, with tripping hazards and possible trespassing charges. They advise visiting during the day for walking and research purposes.

Tara Templeman is curator at The History Center. Comments: curator@historycenter.org

# SPOOKY LEGENDS OF LINN COUNTY

GHOST STORIES TOLD BY DARRIN CROW

CAMPFIRES • S'MORES • HOT COCOA • CASH BAR

OCTOBER 8, 2022 AT 7:00 PM

HISTORYCENTER.ORG/SPOOKY



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 THURSDAY: 4 PM to 8 PM  
 FRIDAY: 12 PM to 4 PM  
 SATURDAY: 10 AM to 4 PM  
 800 SECOND AVENUE SE  
 CEDAR RAPIDS, IA 52403  
 (319) 362-1501

# GOING GREEN

The Green House plant bar opens in Corridor, 1c



# The Gazette

Eastern Iowa's independent, employee-owned newspaper

Thursday, September 1, 2022



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## Downtown C.R. Public Library reopens today



Shelver Chris Davis organizes books in the children's section as she and other staff members restock and shelf read library materials Wednesday at the Cedar Rapids Public Library in Cedar Rapids. Cleanup from the July 27 fire in a light fixture over the commons area closed the library for a little more than a month. (Jim Slosiarek photos/The Gazette)

## Medicaid company in line for state contract has faced fines

Molina Healthcare will restore number of privatized Iowa Medicaid MCOs to three

By Tom Barton, Gazette Des Moines Bureau

Iowa once again will have three for-profit insurance companies managing the state's \$7 billion privatized Medicaid program that provides health care for more than a quarter of the state's population.

The Iowa Department of Health and Human Services announced Wednesday its intent to award contracts to current Iowa Medicaid managed-care organization Amerigroup Iowa and to Molina Healthcare of Iowa, whose CEO, Jennifer Vermeer, spent nearly a decade as the Iowa Medicaid director.



Jennifer Vermeer, CEO of Molina Healthcare of Iowa

Molina's parent company, though, has faced fines in three states, including in the past couple months, for not paying providers on time and allegations of improperly submitting claims for reimbursement.

Amerigroup and its subsidiary health plans also have been fined or paid a hefty settlement for denial of service and Medicaid fraud claims

► MEDICAID, PAGE 8A

## 45 Iowa legislative candidates unopposed

But they are out knocking on doors, fundraising and helping other hopefuls

By Caleb McCullough, Gazette-Des Moines Bureau

A number of candidates for the Iowa Legislature face hotly contested races, but a few dozen candidates face no opposition in the November election.

Forty-five candidates — 20 Democrats and 25 Republicans — have no opponent in the Nov. 8 election.

Those numbers are up from the past two elections. In 2020, 32 legislative candidates faced no opposition. In 2018, 30 were unopposed.

Unopposed Democrats are largely based around Iowa's urban centers like Des Moines, Cedar Rapids and Davenport, and unopposed Republicans

► UNOPPOSED, PAGE 8A

## Building has been closed for a month after a fire broke out

By Marissa Payne, The Gazette

CEDAR RAPIDS — The downtown Cedar Rapids Public Library will reopen today after most cleaning has wrapped up following a fire that resulted in the facility's month-long closure.

A fire broke out in a light fixture above the commons of the downtown library, 450 Fifth Ave. SE, around 3:45 p.m. July 27. The building was safely evacuated with no injuries.

The fire was quickly put out. There was minimal damage to library materials, according to a news release, but there was extensive smoke residue in the building, as well as fire retardant and water from sprinklers that went off above the commons.

A professional team from restoration service SERVPRO has cleaned and restored most of the building, including books, computers, air ducts and carpets. Some work continues on the ceiling, light fixture and first floor directly under the light fixture where damage occurred.

With damage still present, the library will close at a later date for three days to complete final restoration after investigations have concluded. There is no date for that future closure at this time.

► LIBRARY, PAGE 8A



Fire soot stains the ceiling above where a light fixture caught fire at the Cedar Rapids Public Library.

## Family remembers man who drowned saving child

Wegayewu Sahilu Faris 'provider and protector'

By Emily Andersen, The Gazette

CORALVILLE — Wegayewu Sahilu Faris lived life looking for opportunities to improve himself and to serve others, according to his wife, Teyobesta Tewabe. He died Aug. 5, at the age of 42, when he drowned

while rescuing an 8-year-old boy from the currents of the Iowa River.

He was born on May 5, 1980, in Addis Ababa, Ethiopia to Sahilu Faris and Mulu Tolosa, and immigrated to Iowa in 2004, eventually settling in Coralville, according to his obituary.

Wegayewu's second and third names come from his ancestors, as is the Ethiopian tradition. A person's

first name is their own, and their second name is the given name of their father. Sometimes a grandfather's given name is added as a third name, as is the case with Wegayewu.

After Wegayewu moved to the U.S., he worked in fast food for a short time before being hired as a custodial worker at City High

► WEGAYEWU, PAGE 7A



Wegayewu Sahilu Faris with his wife Teyobesta Tewabe and their children. (Contributed)



# Unopposed/Help out candidates in contested races

## ► FROM PAGE 1A

tend to be running in more rural areas.

While voters always have the option to write in a name not on the ballot, with no official opponent, this year's 45 candidates are all but guaranteed to win their elections.

The candidates, though, said they're hitting the road, working to get out the vote and meet people in their district, campaigning and fundraising for fellow candidates in more competitive races.

Aug. 27 was the last day for candidates to file papers to be on the Nov. 8 general election ballot. Candidates who did not run in the Democratic, Republican or Libertarian primaries could be nominated by a party convention or file with a "non-party political organization" or as an unaffiliated candidate.

## 'MY TURN'

Tim Kraayenbrink, a Republican senator from Fort Dodge, is running unopposed for the first time after facing a Democratic opponent in 2014 and 2018.



Sen. Tim Kraayenbrink  
R-Fort Dodge

He said he's spending his time attending and speaking at fundraisers for other Republicans and doing constituent work in the district.

"When I was elected back in '14, I wasn't able to raise the money that I needed to compete in that race and to win that race, and now I kind of look at it as my turn to give back to the caucus and help others that need it."

Candidates also are traveling the state to knock doors and campaign for candidates in more competitive districts.

## GET OUT THE VOTE

First-time Democratic candidate Adam Zabner, the sole candidate for Iowa City's House District 90, said he's going to areas nearby to generate support for fellow Democrats.

For uncontested Democrats running in high-population districts, getting out the vote is important, they said.



Adam Zabner  
D-Iowa City

Zabner said he's working to get University of Iowa students registered to vote and support fellow Democrats higher on the ballot. Zabner's district includes the University of Iowa dorms, where students have the option to register at their dorm address.

A strong turnout in Johnson County, the state's most Democratic county, would be a vital boost to the 1st Congressional District's Democratic candidate Christina Bohannon and to Democrats in statewide races like gubernatorial candidate Deidre DeJear and U.S. Senate candidate Mike Franken.

"In the last couple

weeks since students moved on campus and classes have started, I worked with the University Democrats and together we were able to register over 500 voters in the last couple of weeks, which is really exciting," Zabner said.

In the last midterm election in 2018, voters aged 18 to 24 had the lowest turnout among five age groups at 42 percent, according to Iowa Secretary of State data. That group also skewed Democratic by several thousand votes.

## MEETING THE DISTRICT

After redistricting jumbled district lines this year, new and old candidates, opposed and unopposed, are getting acquainted with their new districts.

Rep. Monica Kurth, an uncontested Democrat from Davenport, is running in a new district that includes downtown Davenport and extends west to Buffalo.

She said the district includes social service organizations that weren't in her district before, so she's working to make contact with them and hear about their needs.



Rep. Monica Kurth  
D-Davenport

In downtown Davenport, Kurth said residential buildings make it difficult to do door knocking to meet voters.

"And so I think everybody's a little perplexed about how to actually work in those areas. And so that's a big question mark I have that I'll try to deal with in the next couple months," she said.

## INTRODUCING YOURSELF

Austin Harris, a Republican running unopposed in Moulton in south-central Iowa, is using the months before the election to introduce himself to voters in the district where he's on the ballot for the first time.

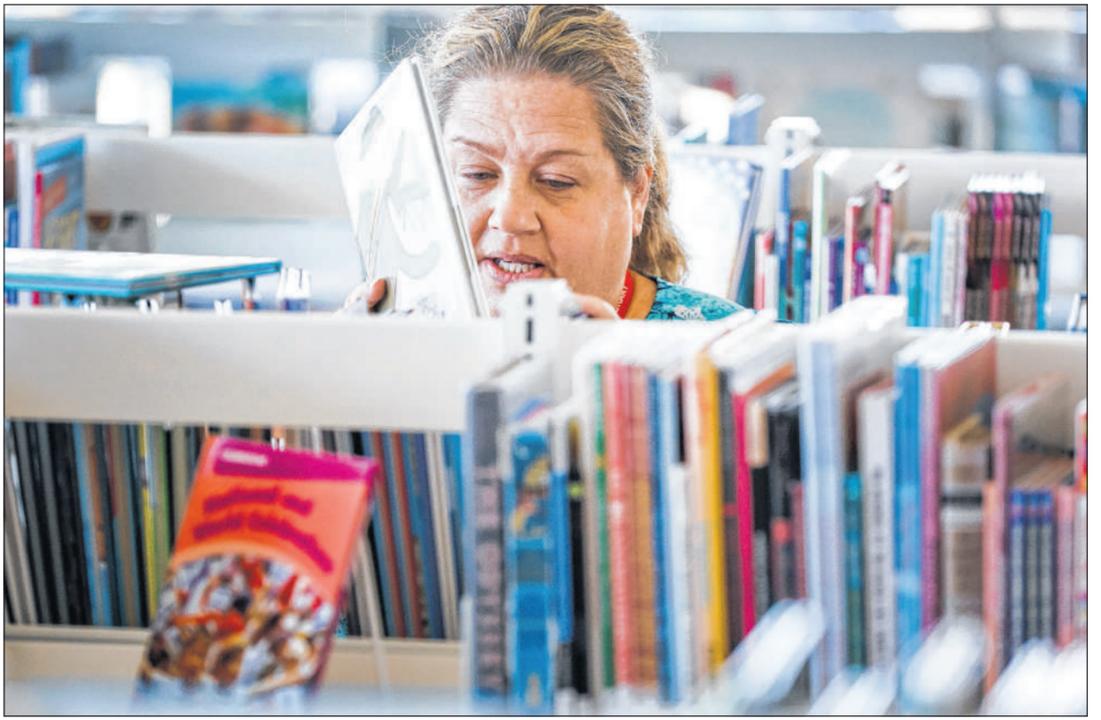


Austin Harris  
R-Moulton

Although he doesn't have an opponent, he said he's still knocking on doors to talk with voters, meeting with economic development groups and school superintendents in the district, which includes Davis and Monroe counties, as well as parts of Appanoose and Wapello counties.

"I'm taking my race seriously, even though I don't have an opponent for the general election," he said. "I think it's important as a first-time candidate to introduce themselves to the people they wish to serve."

The election for state and federal offices will be Nov. 8. Tuesday was the first day voters could request absentee ballots from their county auditor, and early voting starts Oct. 19, the same day auditors will begin mailing absentee ballots to those who requested them.



Patron services specialist Tricia Semple adjusts the placement of a book as she shelves books in the children's section Wednesday at the Cedar Rapids Public Library in Cedar Rapids. Cleanup from the July 27 fire in a light fixture over the commons area closed the library for about a month. The library's HVAC system distributed smoke soot throughout the 100,000-square-foot facility. All of the books and surfaces of the building had to be cleaned and wiped down to remove the soot. The library had about 125,000 physical items in the building at the time of the fire. (Jim Slosiarek/The Gazette)

# Library/Fourth Avenue entrance closed

## ► FROM PAGE 1A

The Fourth Avenue door will remain closed for now, but patrons may access the library through the Fifth Avenue and skywalk entrances.

"When patrons come to the library, they should expect to see areas blocked off and some furniture temporarily out of place. We ask that all visitors respect bar-

riers and follow signage during this transitional time," Library Director Dara Schmidt said in a statement.

"Even with the final cleaning and restoration incomplete, all library services and collections are safely available to our community."

A temporary computer and cooling center that opened during the downtown library closure in partnership with Way-

point Services near the Madge Phillips Shelter closed Wednesday so resources could be moved back to the library.

## FALL PROGRAMMING

The library's reopening coincides with the start of fall programming, beginning with a kickoff of a new artist-in-residence program from 10 to 11:30 a.m. Saturday.

The public also is invited to celebrate the

reopening at a Community Cultural Celebration and Expo from 10 a.m. to 1 p.m. Sept. 10. More details and a full calendar are available at events.crlibrary.org/events.

## HOLIDAY CLOSING

The downtown library and the Ladd Library will be closed Sunday and Monday in observance of Labor Day.

Comments: (319) 398-8494; marissa.payne@thegazette.com

# Medicaid/New provider will start in July

## ► FROM PAGE 1A

over the years.

A Molina representative did not immediately respond to a message seeking comment Wednesday.

Medicaid health benefits in Iowa currently are administered by two managed-care organizations — Amerigroup Iowa, a subsidiary of Indiana-based Elevance Health, and Iowa Total Care, a subsidiary of St. Louis-based Centene.

Amerigroup's contract will end in 2023, and Iowa Total Care's contract is set to expire in 2025.

Medicaid is jointly funded by states and the federal government to provide health insurance primarily for lower-income individuals under the age of 65 and those with disabilities.

Iowa health care providers serving Medicaid patients have said they hope increased competition will improve health outcomes, patient choice and quality of care for poor and disabled Iowans.

But after an at times tumultuous six years of the privatized Iowa Medicaid program — which saw the exit of two for-profit insurers over heavy financial losses — providers and critics warn adding new insurers could cause disruption and patient confusion.

State officials said there would be no immediate changes for Iowa's approximately 850,000 total Medicaid beneficiaries in the state.

Molina will begin providing services in July 2023.

While the goal will be to distribute members equally across the three insurers, Iowa Medicaid Director Liz Matney said member choice and continuity of care will be "front of mind."

"We'll be mitigating that as much as possible," she said of those

members who will have to switch providers.

She said updated contract requirements specify Medicaid members who transition to a new managed-care plan are able to still see out-of-network providers for up to 90 days, while the managed-care organization works to contract with that provider or move them to another provider.

## FIVE COMPANIES SUBMITTED PROPOSALS

The companies were selected from among five insurers that submitted proposals to join Iowa's Medicaid and Children's Health Insurance Program, or CHIP.

A summary review of proposals provided by DHHS shows Molina received the highest score among the five vendors, followed second by Amerigroup.

Molina, in its bid response, said that it organized meetings over the past nearly three years with IA Health Link providers, patients and their family members, advocates, state leaders and community organizations.

The company, however, has faced million-dollar fines in three states.

Molina Healthcare was fined \$1 million by the California Department of Managed Health Care in June for failure to timely resolve 29,124 provider disputes between September 2017 and September 2018.

The plan has paid the fine and implemented corrective actions, including the remediation of \$80.3 million in payments to providers, with an additional \$1.8 million in interest, according to the California state agency.

Last month, Molina and its previously owned subsidiary, Pathways of Massachusetts, agreed to pay \$4.6 million to resolve allegations that it violated the False Claims

Act by submitting reimbursement claims while violating several regulations related to the licensure and supervision of staff in Massachusetts.

The Texas Department of Insurance fined the insurer \$500,000 in 2019 over its inability to pay claims on time. That was on top of almost \$8 million combined that the insurer paid in penalties and interest to the department and to affected physicians and other health care providers.

Matney said Molina was chosen based on its extensive experience providing health care plans to various state and federal health care programs. The Long Beach, Calif.-based Fortune 500 company serves more than 5 million members in 14 states under the Medicaid and Medicare programs and through the state insurance marketplaces.

About 80 percent of whom are enrolled in Medicaid programs. Molina as well, she said, has had "proven experience and demonstrated positive outcomes" in other states serving particularly vulnerable Medicaid beneficiaries who rely on long-term services and support.

She added the state's managed-care contracts also have been updated to include new requirements on continuity of care, better communication with health care providers on payment, and new testing for claims submissions.

"We will be strenuously monitoring their claims payment once they do go live" to make sure they're meeting timeliness and accuracy standards, Matney said.

## A TROUBLED HISTORY

Iowa's transition from a state-run system to a managed-care model in 2016 that put private insurance companies in charge of administering

Medicaid benefits has been contentious.

The new Medicaid program, known as IA Health Link, was plagued by complaints that services were being illegally denied, payments were not being made to service providers and promised savings never materialized.

Matney said the new contracts will help improve Iowa Medicaid infrastructure, in addition to other steps the department is taking to identify and address gaps in care.

To facilitate a smooth transition for Medicaid members, Molina said in its proposal that it planned to waive all prior authorizations for the first 90 days, "ensuring no claims are denied."

"We are also bringing a full provider network to ensure continuity of care," according to the company's proposal submitted to DHHS.

Democratic state Rep. Timi Brown-Powers of Waterloo said she's "hopeful, but hesitant" things will improve with the addition of Molina, and argued the privatized system itself will continue to cause problems.

Brown-Powers serves on the Health and Human Services Appropriations Subcommittee and Human Resources Committee in the Iowa House.

"I do kind of worry that this is another company coming in and taking advantage of our persons with disabilities and senior citizens and not going to pay providers," she said.

"You can't make money off of people with disabilities, nor should you. That's what happens with these for-profit companies coming in. Their goal is to make money. I get that. But when you're doing it on the backs of people ... who need services, then it becomes a problem."

Comments: (319) 398-8499; tom.barton@thegazette.com

Category	Platform	Metrics	August 2021	August 2022	% Change
Program Attendance	In Person and Virtual	Attendance at Library Programs and Videos	1,033	986	-5%
Digital Collection Use	OverDrive	eBook Circulation	6,555	6,223	-5%
		eAudiobook Circulation	6,063	6,356	5%
		New Users	279	257	-9%
	cloudLibrary	eBook Circulation	1,112	1,748	36%
		eAudiobook Circulation	944	1,028	8%
		New Users	28	49	43%
	Hoopla	eBook Circulation	879	1,152	24%
		eAudiobook Circulation	1,081	1,668	35%
		eMusic Circulation	124	161	23%
		eVideo Circulation	516	529	2%
		New Users	58	76	24%
	Freegal	eMusic Downloads	952	1,013	6%
		eMusic Streaming	2,333	3,070	24%
New Users		11	8	-38%	
Kanopy	eVideo Circulation	1,190	1,325	10%	
Total	Total Digital Circulation	21,749	22,948	5%	
Other Online Use	Databases	Visits	21,311	22,550	5%
	CRLibrary.org	Visits	13,613	14,234	4%
	WiFi	Logins	7,537	5,077	-48%
Social Media	Facebook	Followers	10,490	10,987	5%
	Instagram	Followers	3,660	3,887	6%
	YouTube	Views	4,497	5,519	19%
Meeting Room Use	Downtown	Number of Reservations	212	180	-18%
	Downtown	Number of People	2360	1870	-26%
	Ladd	Number of Reservations	76	112	32%
	Ladd	Number of People	839	942	11%
Number of Visitors	Downtown	Door Count - Downtown	17,946	13,374	-34%
	Ladd	Door Count - Ladd	7,162	4,808	-49%
	Total	Door Count - Total	25,108	18,182	-38%
Curbside Holds	Total	Curbside Holds - Number of Patrons	175	99	-77%
*Number of items was not possible after Polaris transition					
Materials Circulation	Circulation	Print Circulation	44,929	28,243	-37%
		Total Circulation	62,232	45,674	-27%
		MLN Circulation (Print only)	85,158	64,198	-33%

To: Monica Challenger, Finance Committee Chair  
From: Dara Schmidt  
Date: 9/21/2022  
Subject: **August 2022** Financial Report

**August Monthly Analysis:**

**Library Operations 151XXX:**

- When reviewing budget to actual, we assume 1/12 of the expenditure budget is spent per month; likewise that 1/12 of revenue will be received per month. If we assume this, that means thru August actual revenue should be at least **2/12 or 16.6%** of budget and actual expenses should be no more than **2/12 or 16.6%**.
- Actual revenues are expected to meet or exceed budgeted amounts. We depend on these revenue streams to fund expenses. Having revenue in excess of budget or having a fund balance does not mean a department can spend more than their expenditure budget.
  - **Total actual revenue (less transfer in) is 3.8% or \$30K of budgeted \$799K.**
    - Admin chargers external is Foundation staff and MLN billing. Foundation billing is 1 month behind and quarterly MLN billings will catch up in October.
    - Operating Transfer In will reflect 25K from 7010 when IT purchases VMWare Server this year.
- Regardless of funds/cash available, total actual expenses, excluding transfer out, may not exceed total budgeted expenses.
  - **Total actual expenditures are 15.5% or \$1.2M of \$7.6M budgeted. Right on track with budget.**
  - Personal Services is tracking at **15.3%** or **\$868K** of **\$5.69M** budget.
    - Refresh savings of 135K will be removed in September.
  - Discretionary is trending over budget thru August. Total incurred is **\$259K** of **\$810K** budget or **32%**.
  - Equipment Furniture Fixtures \$8.7K for new meeting room tables at Ladd to replace worn ones.
  - Rent of Land & Buildings has incurred 0 months of Lease & Cam (\$16,387.67) for Ladd library due to staffing changes at Furniture Mart. Will catch up in September/October billings.
  - Electricity is over budget thru August. 21% spent or \$45K of \$213.8K budget. – will watch as months go on to compare to last year costs, possible budget concern.
  - Fleet Services is billed thru July for work order billing. Currently at 17% or \$244 of \$1.4K budget.
  - Capital Equipment had budget reallocated from discretionary accounts in FY23.
    - FY 2023 purchase budgeted for \$50K – VMWare Server

CIP & Special Revenue will only have commentary for the next few months if any issues arise.

The FY24 budget process has started. I will submit status quo overtime and budget increase request for seasonal staffing budgets by October 3<sup>rd</sup> and will work with the Finance Committee during our October meeting to prepare first draft budgets by mid-October.

City of Cedar Rapids  
 151 General Fund - Library  
 2022-08-31

Account Name	Account	Prior Fiscal Year 2022 YTD Actuals	Current Fiscal Year 2023 Adjusted Budget	Current Fiscal Year 2023 YTD Actuals	Favorable (Unfavorable) Variance	Percent of Budget Received Spent	Current Month 2023 Actuals
<b>Revenue</b>							
<b>Taxes</b>							
Total Taxes		-	-	-	-	0%	-
<b>Intergovernmental Revenue</b>							
State Operating	422001	-	115,000.00	-	(115,000.00)	0%	-
Local Govt Grants	423000	-	125,000.00	-	(125,000.00)	0%	-
Total Intergovernmental Revenue		-	240,000.00	-	(240,000.00)	0%	-
<b>Other Revenue</b>							
Printing & Duplicating of Form	431006	736.80	25,000.00	639.95	(24,360.05)	3%	281.30
Admin Charges - External	431012	59,078.33	409,792.00	5,436.16	(404,355.84)	1%	5,243.08
Library User Fees - Not Fines	431201	-	5,600.00	1,599.72	(4,000.28)	29%	585.13
Library Fines	441001	2,454.85	-	-	-	0%	-
Building Rental	461001	7,486.40	43,455.00	7,099.40	(36,355.60)	16%	(2,261.30)
Contributions & Donations	471002	8,500.00	70,000.00	15,000.00	(55,000.00)	21%	15,000.00
Sale of Inventory	471003	248.00	2,000.00	323.60	(1,676.40)	16%	138.50
Other Miscellaneous Revenue	471005	-	3,500.00	-	(3,500.00)	0%	-
Total Other Revenue		78,504.38	559,347.00	30,098.83	(529,248.17)	5%	18,986.71
<b>Proceeds of Long Term Liabilities</b>							
Total Proceeds of Long Term Liabilities		-	-	-	-	0%	-
<b>Transfers In</b>							
Operating Transfer In - Inter	483001	14,000.00	36,000.00	11,000.00	(25,000.00)	31%	-
Total Transfers In		14,000.00	36,000.00	11,000.00	(25,000.00)	31%	-
<b>Total Revenue</b>		<b>92,504.38</b>	<b>835,347.00</b>	<b>41,098.83</b>	<b>(794,248.17)</b>	<b>5%</b>	<b>18,986.71</b>
<b>Expenditures</b>							
<b>Personal Services</b>							
Regular Employees	511100	604,668.40	4,121,814.00	647,403.59	3,474,410.41	15.7%	322,464.34
Temporary/Seasonal Employees	511200	-	34,694.40	4,053.00	30,641.40	11.7%	2,331.60
Overtime	511300	6,145.73	114,773.40	7,843.73	106,929.67	6.8%	6,574.02
Other Special Pays	511400	6,241.28	20,180.00	6,497.33	13,682.67	32.2%	6,263.36
Group Insurance	512100	71,884.26	513,159.00	79,514.57	433,644.43	15.5%	39,658.30
Social Security Contributions	512200	40,695.27	326,956.00	44,888.43	282,067.57	13.7%	22,903.10
Retirement Contribution	512300	51,421.13	404,672.00	55,660.53	349,011.47	13.8%	28,164.12
Workers' Compensation	512500	19,308.82	145,893.00	21,160.09	124,732.91	14.5%	10,621.35
Other Employee Benefits	512600	1,007.40	7,315.08	905.96	6,409.12	12.4%	555.70
Total Personal Services		801,372.29	5,689,456.88	867,927.23	4,821,529.65	15.3%	439,535.89
<b>Discretionary Expenses</b>							
Advertising & Marketing	521100	2,333.70	5,000.00	2,089.00	2,911.00	42%	2,089.00
Consulting & Technical Service	521104	-	10,000.00	-	10,000.00	0%	-
External Contracted Labor	521105	27,479.81	105,466.00	22,817.29	82,648.71	22%	22,817.29
Health Services	521106	35.40	-	35.40	(35.40)	0%	35.40
Other Professional Services	521108	230.00	10,523.63	4,172.00	6,351.63	40%	426.00
External Banking/Financial Fee	521109	1,339.30	15,700.00	2,254.34	13,445.66	14%	2,201.03
Security Services	521110	-	5,000.00	-	5,000.00	0%	-
Computer Hardware	522100	33,510.24	35,000.00	25,573.00	9,427.00	73%	574.00
Computer Software Maintenance	522101	124,502.91	222,220.00	109,167.42	113,052.58	49%	97,872.42
IT Services - External	522102	3,719.38	75,500.00	6,171.04	69,328.96	8%	3,440.99
Building & Grounds Services	522104	-	15,000.00	-	15,000.00	0%	-
Equip/Furniture/Fixtures Serv	522105	-	9,000.00	-	9,000.00	0%	-
Vehicles & Rolling Equip Serv	522106	-	-	29.95	(29.95)	0%	29.95
Phone Services	523107	16.08	26,500.00	5,000.04	21,499.96	19%	2,500.12
Rental of Equip & Vehicles	524101	-	500.00	-	500.00	0%	-
Printing, Binding, & Duplicate	525102	173.20	15,950.00	1,291.00	14,659.00	8%	1,291.00
Awards & Recognition	531102	-	250.00	-	250.00	0%	-
Books & Subscriptions	531103	25,427.56	109,171.80	45,885.12	63,286.68	42%	9,584.71
Cleaning & Janitorial Supplies	531105	-	1,250.00	-	1,250.00	0%	-
Computer Supplies	531106	648.12	5,000.00	189.56	4,810.44	4%	114.89
Equipment/Furniture/Fixtures	531109	1,784.65	11,500.00	10,253.88	1,246.12	89%	10,253.88
Photography Supplies	531110	-	300.00	-	300.00	0%	-
Miscellaneous Supplies	531114	-	2,000.00	-	2,000.00	0%	-
Office Supplies	531116	2,204.50	15,320.00	2,388.94	12,931.06	16%	861.58
Program Supplies	531118	5,431.75	37,000.00	4,534.60	32,465.40	12%	4,097.10
Shop Supplies	531119	-	250.00	-	250.00	0%	-
Uniforms	531123	-	694.00	-	694.00	0%	-
Personal Protective Gear	531124	453.49	-	1,184.29	(1,184.29)	0%	907.11
Building & Grounds Supplies	533100	-	21,748.15	2,219.28	19,528.87	10%	2,219.28

City of Cedar Rapids  
 151 General Fund - Library  
 2022-08-31

Account Name	Account	Prior Fiscal Year 2022 YTD Actuals	Current Fiscal Year 2023 Adjusted Budget	Current Fiscal Year 2023 YTD Actuals	Favorable (Unfavorable) Variance	Percent of Budget Received Spent	Current Month 2023 Actuals
Equip/Furniture/Fixtures Parts	533101	-	-	570.00	(570.00)	0%	570.00
Conferences, Training, Travel	542102	313.43	23,200.00	7,672.70	15,527.30	33%	5,423.70
Dues & Memberships	542103	4,995.55	10,000.00	4,500.00	5,500.00	45%	-
Postage & Freight	542108	9.95	17,500.00	406.99	17,093.01	2%	406.99
Mileage Reimbursement	542111	27.33	3,000.00	206.54	2,793.46	7%	134.97
Admin Charges - Inter Departments	521114	-	-	125.00	(125.00)	0%	125.00
Chemical Supplies - Non-Snow & Ice	531104	-	-	-	-	0%	-
Facility Services - Non-routine	522107	-	-	-	-	0%	-
Fleet Services - Abnormal Maintenance	522108	-	-	-	-	0%	-
Fleet Services - Non-Safety Modifications	522108	-	-	-	-	0%	-
Fleet Services - Accidents	522108	-	-	-	-	0%	-
<b>Total Discretionary Expenses</b>		<b>234,636.35</b>	<b>809,543.58</b>	<b>258,737.38</b>	<b>550,806.20</b>	<b>32%</b>	<b>167,976.41</b>
<b>Other Expenses</b>							
City Accounting Services	521113	12,500.00	77,500.00	12,916.66	64,583.34	17%	6,458.33
City Information Tech Services	522109	1,540.44	5,878.33	979.72	4,898.61	17%	489.86
Electricity	523100	20,010.58	213,800.00	44,941.94	168,858.06	21%	24,102.03
Natural Gas	523103	12.13	4,500.00	56.51	4,443.49	1%	28.11
Rental of Land & Buildings	524100	104,448.77	245,000.00	6,271.12	238,728.88	3%	28.62
Liability Insurance	525104	5,219.16	42,148.00	7,024.66	35,123.34	17%	7,024.66
Property Insurance	525107	14,803.50	100,110.00	16,685.00	83,425.00	17%	16,685.00
Vehicle Insurance	525108	291.00	1,200.00	200.00	1,000.00	17%	200.00
Gasoline Fuel	532101	-	498.58	63.59	434.99	13%	63.59
City Inter Department Charges	521114	-	-	-	-	0%	-
Chemical Supplies - Snow & Ice	531104	-	-	-	-	0%	-
Facility Services (Routine)	522107	2,718.02	313,107.55	2,559.60	310,547.95	1%	1,279.80
Fleet Services (Routine)	522108	137.60	1,400.00	243.91	1,156.09	17%	243.91
<b>Total Other Expenses</b>		<b>161,681.20</b>	<b>1,005,142.46</b>	<b>91,942.71</b>	<b>913,199.75</b>	<b>9%</b>	<b>56,603.91</b>
<b>Capital Outlay</b>							
Vehicles, Equipment, Software	554000	-	50,000.00	(47,052.01)	97,052.01	0%	(47,052.01)
<b>Total Capital Outlay</b>		<b>-</b>	<b>50,000.00</b>	<b>(47,052.01)</b>	<b>97,052.01</b>	<b>0%</b>	<b>(47,052.01)</b>
<b>Debt Service</b>							
Total Debt Service		-	-	-	-	0%	-
<b>Transfers Out</b>							
Total Transfers Out		-	-	-	-	0%	-
<b>Total Expenditures</b>		<b>1,197,689.84</b>	<b>7,554,142.92</b>	<b>1,171,555.31</b>	<b>6,382,587.61</b>	<b>15.5%</b>	<b>617,064.20</b>
<b>Net Revenues over/(under) Expenditures</b>		<b>(1,105,185.46)</b>	<b>(6,718,795.92)</b>	<b>(1,130,456.48)</b>	<b>5,588,339.44</b>		<b>(598,077.49)</b>



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

**Contract Cover Sheet**

<b><u>CONTRACT INFORMATION</u></b>	
Requesting/Managing Department	Cedar Rapids Public Library
Preparing Department	Purchasing Services Division
Contract Name	Architectural Services for Westside Library Facility
Consultant Name	OPN Architects
Estimated Amount	Not to exceed \$1,272,100
Funding Source(s)	7010-701023
Contract Number/RFP Number	PUR0622-362
City Council Resolution Number	n/a
CIP / DID Number (On Base # - City Clerk)	PUR0622-362
Term	October 1, 2022 through October 31, 2026
Type	Firm fixed FFE fee + 6.25% of construction cost
Summary	Contact for architectural services for design and construction of a new public library and multi-use facility on the west side of Cedar Rapids
<b><u>CONTRACT PERSONNEL</u></b>	
Requestor's Name	Dara Schmidt
Preparer's Name	Rebecca Johnson
Contract Administrator	Rebecca Johnson
Project Manager	Dara Schmidt
Department Director	Dara Schmidt
AP Specialist Assigned	Amanda Bolton
Purchasing Agent	Rebecca Johnson



CONTRACT FOR ARCHITECTURAL SERVICES  
FOR WESTSIDE LIBRARY FACILITY

BETWEEN  
THE CITY OF CEDAR RAPIDS  
AND  
OPN ARCHITECTS

CONTRACT NUMBER  
PUR0622-362

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

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B	CONTRACTOR INSURANCE REQUIREMENTS AND DOCUMENTS	

## Contract #PUR0622-362

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

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

### 1.0 GENERAL CONTRACT

1.1 In accordance with the provisions and conditions of this Contract, Consultant hereby freely enters into this Contract for the purpose of providing Services to the City and to be compensated for the Services. Execution of this Contract by the Consultant and the City constitutes written authorization to the Consultant to proceed with the Scope of Services contained herein.

1.2 Special terms and conditions specific to this Contract are found in Attachment A, SCOPE OF SERVICES.

### 2.0 DEFINITIONS

2.1 "Project" shall be the City description of the essence of what is being accomplished through the performance of this Contract.

2.2 "Services" shall mean all necessary labor, transportation, equipment, materials, apparatus, information, data and other items necessary to accomplish the Scope of Services as defined in this Contract in Section 4.0 and Attachment A, SCOPE OF SERVICES.

2.3 "Documents" shall mean drawings, design plans, specifications, photos, reports, information, observations, calculations, notes, electronic media, survey notes, special studies, personnel information, and any other records or reports, accounting records, data or information, in any form, prepared, collected, or received by Consultant, or its Subconsultants, if any, in connection with any or all of the Services associated with this Contract.

2.4 "Subconsultant" shall mean any person or entity retained by the Consultant as an independent Consultant to provide a portion of the core Services required for completion of the Services specified in this Contract.

2.5 "Contract Number" shall be a unique number used by the City as reference for this Contract.

### 3.0 TERM OF CONTRACT

3.1 The initial term of the Contract shall be from October 1, 2022 through October 31, 2026.

3.2 The Contract may be extended by written mutual agreement by the City and the Consultant.

### 4.0 SCOPE OF SERVICES

4.1 The Consultant shall, at its sole cost and expense, provide, perform and complete all Services in full compliance with and as required by or pursuant to this Contract and as defined in Attachment A, SCOPE OF SERVICES, which is attached and made a part hereof.

4.2 The Consultant shall not commence or perform any Services outside the Scope of Services or change the Scope of Services until authorized in writing by the City Manager, as documented in Section 28.0 of this Contract. No changes to the Scope of Services shall be valid unless made in writing and agreed to by both the City and the Consultant and documented as an amendment to this Contract.

4.3 The City reserves the right to make changes to the Scope of Services to be provided which are within the Project.

### 5.0 CITY'S RESPONSIBILITIES

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

### 6.0 COMPENSATION FOR SERVICES

6.1 The City shall compensate the Consultant for the Scope of Services provided under this contract, described in Attachment A. Compensation shall be a firm-fixed FFE design fee of \$84,600 plus 6.25% of the construction costs, invoiced monthly based on percentage of project completed.

6.2 Only allocable expenses and Services rendered on or after the execution date of this Contract shall be eligible for compensation.

6.3 Actual travel time to and from the work location is not reimbursable under this contract.

6.4 Surcharges (i.e. fuel surcharges, restocking) shall NOT be allowed to be added to invoices as an additional line item.

6.5 No price escalation will be allowed during the term of this Contract.

## **7.0 INVOICE PROCEDURE AND PAYMENT TERMS**

### **7.1 Invoice Procedure**

7.1.1 Invoices should be submitted within thirty (30) days after the Services are completed.

7.1.2 All invoices and supporting documentation shall be submitted at the intervals as agreed upon:

In a PDF format via e-mail to: [accountspayable@cedar-rapids.org](mailto:accountspayable@cedar-rapids.org) or

Via US mail to: City of Cedar Rapids Finance Department – Accounts Payable  
101 First Street SE, PO Box 2148  
Cedar Rapids, IA 52406-2148

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

- Consultant name and address
- Date of services
- City PO number
- Description of services
- Percent of total project completed to date
- The total amount being invoiced (percent invoiced must match percent of project completed)
- The Project Number / Contract Number (#PUR0622-362)

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

### **7.2 Payment Terms**

7.2.1 Payment terms for Services authorized under this Contract shall be net forty-five (45) days, less any applicable retainage, upon receipt of an acceptable original invoice, as noted in Section 7.1.2, and after Services are provided and accepted and all required invoice support documentation is received in a format acceptable to the City.

7.2.2 All payments due hereunder shall be paid in U.S. Dollars.

7.2.3 The City may withhold payment per Section 12.0 of this Contract.

## **8.0 TREATMENT OF DOCUMENTS**

### **8.1 Ownership**

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

### **8.2 Confidentiality**

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

### **8.3 Disposal**

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

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

### **8.4 Access/Retention**

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

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

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

## **9.0 AUDITS**

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

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

## **10.0 INDEPENDENT CONSULTANT**

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

## **11.0 TERMINATION**

### **11.1 Termination of Contract for Convenience**

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

### **11.2 Default and Termination for Cause**

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

### **11.3 Termination Notices**

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

## **12.0 CITY'S RIGHT TO WITHHOLD**

12.1 Notwithstanding any other provision of this Contract and without prejudice to any of City's other rights or remedies, the City shall have the right at any time or times, whether before or after approval of any pay request, to deduct and withhold from any payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate City for any actual or prospective loss due to:

- a) Services that are defective, inaccurate, flawed, unsuitable, nonconforming or incomplete due to negligence of the Consultant;
- b) Damage for which Consultant is liable under this Contract;
- c) Valid liens or claims of lien;
- d) Valid claims of Subconsultants or other persons;
- e) Delay in the progress or completion of the Services;
- f) Inability of Consultant to complete the Services;

- g) Failure of Consultant to properly complete or document any pay request or invoice;
- h) Any other failure of Consultant to perform any of its obligations under this Contract; or
- i) The cost to City, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of City's remedies set forth in this Contract.

12.2 The City shall be entitled to retain any and all amounts withheld until the Consultant shall have either performed the obligations in question or furnished security for such performance satisfactory to the City. The City shall be entitled to apply any money withheld or any other money due Consultant under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees, and administrative expenses incurred, suffered, or sustained by the City and chargeable to Consultant under this Contract.

### **13.0 INSURANCE**

13.1 Prior to the start of the Services, and at all times during the term of the Services and this Contract, and any extensions thereof, the Consultant shall purchase, at its own expense, and maintain insurance with companies in good standing and acceptable to the City. Such insurance will protect the Consultant from liability and claims for injuries and damages which may arise out of or result from the Consultant's operations under this Contract and for which the Consultant may be liable, whether such operations are by the Consultant or by a Subconsultant or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

13.2 For the protection of the Consultant and the City, but without restricting or waiving any obligations of the Consultant herein contained, the Consultant shall insure the risks associated with the Services and this Contract with minimum coverages and limits as set forth in Attachment B, INSURANCE REQUIREMENTS AND DOCUMENTS.

### **14.0 CONTROLLING LAW**

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

### **15.0 REGULATORY AGENCY COMPLIANCE**

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

### **16.0 FORCE MAJEURE**

Force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act therefore; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class or kind specifically named or referred to herein, not within the reasonable control of the Party affected. A delay in or failure of performance of either Party shall not constitute a default hereunder nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure. The Party who is prevented from performing by force majeure shall be obligated, within a period not to exceed fourteen (14) days after the occurrence or detection of any such event, to give notice to the other Party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and shall remedy such cause as soon as reasonably possible, as mutually agreed between the Parties.

### **17.0 DISPUTES**

17.1 Should any disputes arise with respect to this Contract; the Parties agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

17.2 The Consultant agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute and the City shall continue to make payment for all Services properly performed. Should the Consultant fail to continue to perform its responsibilities regarding all non-disputed Services, without delay, any additional costs incurred by the City or the Consultant as a result of such failure to proceed shall be borne by the Consultant.

17.3 The unintentional delayed payment by the City to the Consultant of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for Consultant to stop or delay Services according to Attachment A, SCOPE OF SERVICES.

## **18.0 INDEMNIFICATION**

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

## **19.0 STANDARD OF CARE AND ISSUES OF LIABILITY**

- 19.1 The Consultant shall perform services for, and furnish deliverables to, the City pertaining to the Project as set forth in this Contract. The Consultant shall possess a degree of learning, care and skill ordinarily possessed by reputable professionals, practicing in this area under similar circumstances. The Consultant shall use reasonable diligence and professional judgment in the exercise of skill and application of learning.
- 19.2 Consultant represents that the Services and all of its components shall be free of defects caused by negligence; shall be performed in a manner consistent with the standard of care of other professional service providers in a similar industry and application; shall conform to the requirements of this Contract; and shall be sufficient and suitable for the purposes expressed in this Contract.
- 19.3 Consultant shall be responsible for the quality, technical accuracy, completeness and coordination of all Documents and other items and Services under this Contract. Consultant shall, promptly and without charge, provide all corrective Services necessary as a result of Consultant's negligent acts, errors, or omissions, with respect to the quality and accuracy of Services and Documents.
- 19.4 Consultant shall be responsible for any and all damages to property or persons as a result of Consultant's negligent acts, errors, or omissions, and for any losses or costs to repair or remedy any work undertaken by City based upon the Services as a result of any such negligent acts, errors, or omissions.
- 19.5 Except as set forth in Section 19 above, Consultant's obligations under this Section shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of City or Consultant.

## **20.0 GENERAL TERMS**

- 20.1 For projects equal to or greater than \$50,000 Section 4.03 of the Cedar Rapids Municipal Code requires that no Contract shall be deemed to be created or exist unless and until the City Council has adopted a resolution to award the project and to authorize the City Manager to sign the Contract.
- 20.2 The Consultant hereby certifies, pursuant to 2 CFR pt. 180 and 2 CFR pt. 3000, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Contract by any federal agency. The Consultant further certifies that it is not presently

debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracts with the City of Cedar Rapids or the State of Iowa.

20.3 All Attachments referred to in this Contract are hereby incorporated herein by this reference.

20.4 The invalidity or unenforceability of any particular provision(s) of this Contract shall not affect the other provisions hereof, and this Contract shall be construed in all respects as if such invalid or unenforceable provision was omitted, and this Contract shall remain in full force and effect.

#### **21.0 ENTIRE CONTRACT**

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

#### **22.0 ASSIGNMENT**

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

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

#### **23.0 SUBCONTRACTING**

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

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

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

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

23.5 The following Subconsultants will be utilized by the Consultant on this Project:

- Design Engineers
- Kuhlmann Leavitt, Inc.
- Genus Landscape Architects
- Structural Design Group LLC.
- Hall & Hall Engineers, Inc.
- Stecker Harmsen, Inc.

#### **24.0 NON-DISCRIMINATION AND EQUAL OPPORTUNITY**

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

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

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

24.3 The Consultant and Subconsultant will include, or incorporate by reference, the provisions of the nondiscrimination clause in every contract or subcontract unless exempt by the rules, regulations or orders of the

City's Affirmative Action Program and will provide in every contract or subcontract that said provision will be binding upon each Consultant and Subconsultant.

## **25.0 ADA COMPLIANCE**

- 25.1 The Consultant shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101 et seq.) and applicable Federal regulations under the Act <https://www.law.cornell.edu/uscode/text/42/12101>.
- 25.2 Bids for design, construction, programs, policies and concessions of any type shall comply with the 2010 Standards for Accessible Design, the ADA title II regulation - <https://www.ada.gov/regs2010/2010ADASTandards/2010ADASTandards.htm>, Section 504 of the 1973 Rehabilitation Act <https://www.ada.gov/cguide.htm#anchor65610>, and similar statutes and regulations prohibiting discrimination on the basis of disability.
- 25.3 The Consultant shall ensure that its websites and all online services, including those websites or online services provided by third parties upon which Cedar Rapids relies to provide services or content, comply with, at minimum, Web Content Accessibility Guidelines - WCAG 2.0 AA.
- 25.4 It is the responsibility of the Consultant to understand and implement the Accessible Design specifications indicated above (Article 25.1 and 25.2) into all applicable designs, including being aware of and making design considerations for expected field or manufacturing tolerances, as stated in article 104.1.1 of the 2010 ADA Standards for Accessible Design. Further, the Consultant is responsible to make the Contractor aware of the specifications and tolerances, for projects that involve ADA applicable items. Any subsequent inspection of installations, facilities, or construction that results in failure to meet the Accessible Design parameters due to improper design, these items shall be removed and replaced at the expense of the Consultant.

## **26.0 NON-COLLUSION STATEMENT**

- 26.1 Neither the Consultant, nor anyone in the employment of the Consultant, has employed any person to solicit or procure this Contract nor will the Consultant make any payment or agreement for payment of any compensation in connection with this Contract.
- 26.2 There is no contract, agreement or arrangement, either oral or written, expressed or implied, contemplating any division of compensation for Services provided under this Contract, or participation therein, directly or indirectly, by any other person, firm or corporation, except as documented in this Contract.
- 26.3 Neither the Consultant, nor anyone in the employment of the Consultant, has either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive procurement in connection with this Contract.

## **27.0 CONFLICT OF INTEREST**

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

## **28.0 CONTRACT AMENDMENTS**

- 28.1 No alteration, change, or modification of the Scope of Services, Schedule, or any of the terms or conditions of this Contract shall be valid unless made by written amendment.
- 28.2 This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract and signed by the City Manager.
- 28.3 The Consultant shall not commence any Service not included in the Scope of Services or change the schedule until authorized in writing by the City Manager in the form of a Contract amendment.
- 28.4 The Consultant shall not exceed the maximum fees, as noted in Section 6.0, without a prior written request to the City Purchasing Agent and authorization by written amendment to this Contract, including a change to the Scope

of Services. The written request shall include documentation and justification for such request including a detailed cost and schedule impact to the Project.

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

**29.0 CLOSEOUT OF AGREEMENT**

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

- All documents requested by the City
- A final invoice

**30.0 SURVIVAL**

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

**31.0 SEVERABILITY**

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

**32.0 PRIMARY CONTACTS**

<b>City – Contract Administrator:</b>		<b>Consultant – Contract Administrator:</b>	
Rebecca Johnson, Purchasing Agent		Toby Olsen, AIA, Principal-in-Charge	
City of Cedar Rapids, Iowa		OPN Architects	
101 First Street SE		200 Fifth Avenue SE Ste. 201	
Cedar Rapids, Iowa 52401		Cedar Rapids, IA 52401	
Phone	(319) 286-5062	Phone	(319) 730-2916 / (319) 270-0771
E-Mail	<a href="mailto:r.johnson2@cedar-rapids.org">r.johnson2@cedar-rapids.org</a>	E-Mail	<a href="mailto:tolsen@opnarchitects.com">tolsen@opnarchitects.com</a>
<b>City – Project Manager:</b>		<b>Consultant – Project Manager:</b>	
Dara Schmidt, Library Director		Toby Olsen, AIA, Principal-in-Charge	
Cedar Rapids Public Library		OPN Architects	
450 5 <sup>th</sup> Avenue SE		200 Fifth Avenue SE Ste. 201	
Cedar Rapids, IA 52403		Cedar Rapids, IA 52401	
Phone	(319) 739-0401	Phone	(319) 730-2916 / (319) 270-0771
E-Mail	<a href="mailto:schmidtd@crlibrary.org">schmidtd@crlibrary.org</a>	E-Mail	<a href="mailto:tolsen@opnarchitects.com">tolsen@opnarchitects.com</a>

**33.0 EXECUTION BY COUNTERPARTS AND ELECTRONIC SIGNATURES**

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

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

**CEDAR RAPIDS PUBLIC LIBRARY**

**OPN ARCHITECTS**

\_\_\_\_\_  
Authorized Signature Date

\_\_\_\_\_  
Authorized Signature Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title Date

## ATTACHMENT A – SCOPE OF SERVICES

Whenever used in this Contract the following terms shall have the meaning given as follows: City shall mean the City of Cedar Rapids, Iowa. Consultant shall mean OPN Architects. The City’s Project Manager shall mean Dara Schmidt, Library Director, who is the designated coordinator and administrator for the Services under this project.

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

### 1.0 Background

The purpose of this contract is for the Consultant to provide architectural services for design and construction of a new public library and multi-use facility on the west side of Cedar Rapids, as requested by the Cedar Rapids Public Library.

The Cedar Rapids Public Library and the community have consistently used the existing Ladd Library, 3750 Williams Blvd. SW, Cedar Rapids, Iowa 52404, as an opportunity for strategic partnerships to help the Library fulfill its mission to “connect people to information, experiences, and services that enhance their quality of life so our community can learn, enjoy, and thrive.”

The Library partners with many community entities to provide equitable services to the Cedar Rapids community. This facility will provide space for the functions of the Library, our community partners, and the Opportunity Center, a workforce development and human services collaborative.

### 2.0 Scope of Services

The Consultant shall provide architectural services for a public library and multi-use facility on the west side of Cedar Rapids near the current Ladd Library, 3750 Williams Blvd. SW, Cedar Rapids, Iowa 52404.

The Library previously worked with another Consultant to obtain community input and develop an initial plan ([https://www.crlibrary.org/wp-content/uploads/2022/07/Westside-Library-Concept-Design-Package\\_Print.pdf](https://www.crlibrary.org/wp-content/uploads/2022/07/Westside-Library-Concept-Design-Package_Print.pdf)) to determine space needs, project scope, office and client space for community partners, and meeting room space for public use to better accommodate the current and future needs of the community. A site has been selected and is under purchase contract with the Cedar Rapids Public Library Foundation. Additional information can be found here: <https://www.crlibrary.org/westside-project/>

For this phase of the project, the Consultant shall:

- 2.1 Provide planning and design services to utilize existing resources in the Ladd Library rental space to establish a permanent west side library and multi-use community facility
- 2.2 Provide a comprehensive plan for a minimum 31,000 square foot library and surrounding greenspace/campus that will:
  - a) Deliver access to a seamless experience for community resources and space for families
  - b) Expand access to much needed green park space for the west side of Cedar Rapids
  - c) Anticipate change through flexible and adaptable spaces
  - d) Provide dignified space for community partners and their clients
  - e) Make educational resources more accessible for the West Side community
  - f) Build community resilience by providing a home base during times of emergency
- 2.3 Work closely with the City of Cedar Rapids and Linn County to ensure plans are in alignment with shared goals and strategies.
- 2.4 Conduct stakeholder focus groups (at least 6) and community open houses (at least 3) to provide feedback from the general public and end users such as library staff. Community engagement will be provided pro-bono.
- 2.5 Provide a comprehensive plan and budget for at least a 31,000 square foot library and multi-use facility with surrounding campus with construction costs of approximately \$19,000,000 and a total project budget not to exceed \$25,000,000.

2.6 Collaborate with the City of Cedar Rapids Parks and Recreation Department to ensure comprehensive design synergy for library green space, landscaping, and adjacent park.

### 3.0 Compensation

Consultant shall be compensated a firm-fixed FFE design fee of \$84,600 plus 6.25% of construction costs which shall include the following:

- Architectural design services including program verification
- Landscape architectural design services
- Civil engineering design services
- Structural engineering services
- Mechanical engineering services
- Electrical engineering services
- Plumbing engineering services
- Technology engineering services
- Cost estimation services at 100% SD, 100% DD, and 90% CD phases
- Wayfinding and collections signage design
- Exterior building mounted signage
- LEED Certification / Design Services

Subconsultants that are not included in the fees established herein shall be compensated as outlined in Section 23.0 of the Contract. Upon mutual agreement, Consultant will pay the Subconsultants directly and shall include their fees in Consultant's invoices at cost with no mark-up.

### 4.0 Reimbursable Expenses

Reimbursable expenses approved by the City's Project Manager in addition to the fees defined above shall be invoiced at cost with no markup.

### 4.0 Anticipated Project Timeline

- Winter 2022: Capital Campaign Quiet Phase Begins
- Fall 2023: Public Launch Announcing Minimum 50% Raised
- May 2024: Campaign Closing Celebration
- July 2024: New Library Groundbreaking
- August/September 2026: Welcoming Celebration

## ATTACHMENT B – INSURANCE REQUIREMENTS AND DOCUMENTS

### **Section I – Basic Insurance Requirements**

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

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

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

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

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

**Professional Liability Insurance** with limits of at least \$1,000,000 per occurrence covering all services provided by the Consultant, its employees, or independent consultants. In the event a Subcontractor to Consultant is unable or unwilling to secure the limits of professional liability required by the City, Consultant agrees that its professional liability policy will sit in excess of the Subcontractor's and shall provide evidence of excess insurance for these purposes to the City. If the coverage(s) provided for herein is written on a claims made policy form, the certificate of insurance must clearly state coverage is claims made and coverage must remain in effect for at least two years after final payment with the Consultant continuing to furnish the City certificates of insurance.

**REQUIRED ENDORSEMENT shall be added to the General Liability Policy. A copy of the endorsement shall be produced with the certificate.**

### **Cancellation and Material Changes Endorsement**

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

City of Cedar Rapids  
Finance Department – Purchasing Services Division  
101 First Street SE  
Cedar Rapids IA 52401

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

### **Section II – Conditions of Contract**

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

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

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

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

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

### **Section III – Contract Approval**

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

List Architectural Services for Westside Library Facility, RFP #PUR0622-362, as the Scope of Services the certificate covers in the Description of Operations section.

The following address must appear in the Certificate Holder section:

City of Cedar Rapids  
Finance Department – Purchasing Services Division  
101 First Street SE  
Cedar Rapids IA 52401

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

Certificates may be sent by e-mail ([r.johnson2@cedar-rapids.org](mailto:r.johnson2@cedar-rapids.org)), mail or delivery to the attention of Rebecca Johnson.

## **Board of Trustees**

### **Bylaws**

#### **Article I - Name**

This organization shall be called "The Board of Trustees of the Cedar Rapids Public Library" existing by virtue of Section 6.02 of Chapter 6 of the Municipal Code, City of Cedar Rapids, Iowa, and exercising the powers and authority and assuming the responsibilities delegated to it under the said statute.

#### **Article II - Officers**

Section 1. The officers shall be a president and a vice president, elected from among the appointed Trustees at the July meeting of the board. The Library Director is an ex officio member of the board without the right to vote.

Section 2. Officers shall serve a term of one year from the meeting at which they are elected or until their successors are duly elected. Officers may succeed themselves in office, provided that none serves more than three terms in the same office.

Section 3. The president shall preside at all meetings of the board, authorize calls for any special meetings, appoint all committees, execute all documents authorized by the board, be the public spokesperson for the full board, serve as an ex officio voting member of any committees established by the board, and generally perform all duties associated with that office.

Section 4. The vice president, in the event of the absence or disability of the president, or of a vacancy in that office, shall assume and perform the duties and functions of the president, until the president resumes those duties or in the case of vacancy in the office until an election at the July meeting.

Section 5. If neither the president nor the vice president is available to preside at a regularly scheduled meeting of the Board of Trustees, a chairperson of one of the board committees may preside.

Section 6. The president, vice president, and one other trustee appointed by the president shall serve on the Foundation Board until the term of their library board office expires or the president appoints another trustee.

Section 7. The library administrative assistant shall keep a true and accurate record of all meetings of the board, shall issue notice of all regular and special meetings, and shall perform such other duties as are generally associated with that position. In the absence or inability of the library administrative assistant, all secretarial duties shall be performed by a designated staff member.

Section 8. The auditor for the City of Cedar Rapids shall be the disbursing agent of the board. All expenditures shall be approved according to the purchasing policies set by the Board of Trustees. The Library Director shall sign all bills before payment is issued by the auditor.

### Article III - Meetings

Section 1. Regular meetings shall be held monthly, date and hour to be determined by the board.

Section 2. The order of business for regular meetings shall include, but not be limited to, the following items:

- Call to Order
- Consent agenda including disposition of minutes of previous regular meeting and any intervening special meeting(s)
- Communications and public comment
- Friends and Foundation reports
- Committee reports
- Director's report
- Old business
- New business
- Adjournment

Section 3. Each regular meeting of the board shall include an opportunity for public comment. The time for public comment is not a time for discussion between the public and the board but as an opportunity for the public to offer comments for board's consideration at the appropriate time.

Anyone wishing to speak shall sign up to do so before the meeting starts by writing their name on the sign-up sheet provided as well as writing a brief description of the matter upon which they wish to speak. Upon review of the sign-up sheet, the chairperson shall announce the total time during which public comments will be taken, which in any event shall not typically exceed 30 minutes. The chairperson shall also announce the time to be given to each speaker, which shall not exceed 5 minutes per speaker. In order to run an efficient meeting the chairperson may group related comments and may change the portion of the meeting during which public comment shall be received.

Public comments must be germane to the operation of the Library. The chairperson shall rule on the germaneness of public comments. Behavior that is abusive, personal, impertinent, irrelevant, slanderous or profane remarks shall not be allowed. Loud, threatening, personal or abusive language shall not be allowed.

The Cedar Rapids Library Board of Trustees will not allow or entertain public comment or discussion of personal matters or other matters under consideration by the Civil Service Commission or subject to the Iowa Public Employees Relation Act.

Section 4. Special meetings may be called by the Library Director at the direction of the president, or at the request of three members, for the transaction of business as stated in the call for the meeting.

Section 5. A quorum at any meeting shall consist of a majority of the members of the board. If it is impracticable for a board member to participate in a meeting in person, he or she may participate electronically by -any real-time means of communication.

Section 6. Proceedings of all meetings shall be governed by the latest edition of *Robert's Rules of Order*.

### Article IV - Library Director

Section 1. The board shall appoint a qualified Library Director who shall be the executive and

administrative officer of the library on behalf of the board and under its review and direction.

Section 2. In accordance with policies as adopted by the board, the director's duties and responsibilities shall be:

- To provide effective, professional leadership, positioning the library to meet the community's current and future informational needs.
- To develop a planning process and annual objectives to fulfil the library's mission.
- To suggest proposed policies and policy changes for the board's consideration.
- To secure resources for the support of normal and enhanced library operations.
- To ensure all library facilities and equipment are maintained and improved as necessary to complete the library's mission.
- To direct the hiring, placement, development, supervision, and evaluation of qualified staff.
- To formulate a balanced annual budget and administer it in a fiscally responsible, cost-effective manner.
- To inform the board about the finances, public services, physical plant, personnel, collection, and other developments, changes, and problems of the library.

Section 3. The Library Director or, in cases of emergency, a designee shall be in attendance at all meetings of the board.

#### **Article V - Committees**

Section 1. The president shall appoint a nominating committee and all other committees, each for such purposes as the business of the board may require.

Section 2. No committee will have other than advisory powers unless it is granted specific power to act by suitable action of the board.

#### **Article VI - General**

Section 1. An affirmative vote of the majority of all members of the board present at the time shall be necessary to approve any action before the board. In some circumstances, a larger affirmative vote may be necessary in accordance with the laws of the state of Iowa and/or City of Cedar Rapids. The president, unless required by law, may not vote on a proposal before the board except in those cases where the president's vote is necessary to break a tie vote by other members. In such cases of a tie vote, the president must cast the deciding vote.

Section 2. The bylaws may be amended by the majority vote of all members of the board provided a written notice of the proposed amendment shall have been mailed or emailed to all members at least five days prior to the meeting at which such action is proposed to be taken.

Section 3. Any rule or resolution of the board, whether contained in these bylaws or otherwise, may be suspended temporarily in connection with business at hand, but such suspension to be valid may be taken only at a meeting at which two-thirds of the members of the board shall be present and two-thirds of those present shall approve.

Section 4. Any member of the board may resign at any time by giving written notice to the chairperson, the Library Director, or the full board, and the notice will be forwarded to the City Council. Such resignation will take effect at the time specified or, if no time is specified, at the time the resignation is received.

Section 5. The position of any trustee shall be vacant if he/she moves permanently from the city; or if he/she is absent from 6 consecutive regular meetings of the board, except in the case of sickness or temporary absence from the city. Vacancies in the board shall be filled by appointment of the Mayor, with the approval of the Council, and the new trustee shall fill out the unexpired term for which the appointment is made.

### **Article VII - Indemnification**

The Cedar Rapids Public Library shall defend, indemnify and save harmless its Board of Trustees and officers from and against all costs and expenses imposed upon or incurred by any such person in connection with or resulting from any claim, demand, action, suit, prosecution, investigation and/or proceeding in which any such person may be involved by reason of current or former service as a member of the Board of Trustees of the Cedar Rapids Public Library. Such indemnification shall be provided (i) even if such person is no longer serving in such capacity and (ii) to the estate, executor, administrator, and personal representatives of any such person who is deceased. "Costs and expenses" shall include, but not be limited to, attorney fees and expenses, costs of investigation and preparation, settlements, judgments, awards, decrees, fines and/or penalties. Advances for such costs and expenses may be made by the Board of Trustees upon approval by resolution of the board. The indemnification provided hereunder shall be provided to the fullest extent allowed by law.

The Cedar Rapids Public Library shall indemnify and save harmless its employees to the extent provided in any applicable (i) bargaining unit contract, (ii) employee handbook or policy or (iii) as otherwise determined by the Board of Trustees.

(See Section 670.8, Iowa Code (2006))

Adopted: 02/22/90

Revised: 01/27/94, 05/02/96, 01/06/00, 08/04/05, 11/02/06, 04/05/07, 02/07/08, 08/26/13, 10/1/15, 11/2/17, 12/05/2021, 10/6/2022

Reviewed: 08/06/2015, 3/7/2019

### Library Access for Sex Offenders Convicted of Sex Offenses Against Minors

See also related policy 3.04, Behavior Policy.

It is the purpose of this policy to ensure that the Library is in compliance with Iowa State law (692A.113).

Before granting access to the real property of the library in accordance with the law, the library director will consult with the Board President or member of the Board's leadership team if the president is unavailable.

If not granted access, Registered sex offenders convicted of sex offenses against minors may be eligible for library service, depending on their residence address. They may register for a card directly with the Branch Manager, Public Service Manager or designee via telephone or email. At the time of registration, the applicant may make arrangements for a person of their choosing to select, check out, and return materials using that card. They may also receive information via telephone reference services or by use of the library's web site and online databases from home.

Violations of this policy will be immediately reported to law enforcement and violators will lose all library privileges.

A copy of that law is attached to this Policy for reference.

Adopted: 08/06/2009

Revised: 10/04/11, 11/2015, 09/2019, 10/6/2022

Reviewed: 2013

Iowa Code 692A.113

**EXCLUSION ZONES AND PROHIBITION OF CERTAIN EMPLOYMENT-RELATED ACTIVITIES.**

1. A sex offender who has been convicted of a sex offense against a minor shall not do any of the following:
  - a. Be present upon the real property of a public or nonpublic elementary or secondary school with out the written permission of the school administrator or school administrator's designee, unless enrolled as a student at the school.
  - b. Loiter within three hundred feet of the real property boundary of a public or nonpublic elementary or secondary school, unless enrolled as a student at the school.
  - c. Be present on or in any vehicle or other conveyance owned, leased, or contracted by a public or nonpublic elementary or secondary school without the written permission of the school administrator or school administrator's designee when the vehicle is in use to transport students to or from a school or school-related activities, unless enrolled as a student at the school or unless the vehicle is simultaneously made available to the public as a form of public transportation.
  - d. Be present upon the real property of a child care facility without the written permission of the child care facility administrator.
  - e. Loiter within three hundred feet of the real property boundary of a child care facility.
  - f. **Be present upon the real property of a public library without the written permission of the library administrator.**
  - g. **Loiter within three hundred feet of the real property boundary of a public library.**
  - h. Loiter on or within three hundred feet of the premises of any place intended primarily for the use of minors including but not limited to a playground available to the public, a children's play area available to the public, recreational or sport-related activity area when in use by a minor, a swimming or wading pool available to the public when in use by a minor, or a beach available to the public when in use by a minor.
2. A sex offender who has been convicted of a sex offense against a minor:
  - a. Who resides in a dwelling located within three hundred feet of the real property boundary of public or nonpublic elementary or secondary school, child care facility, public library, or place intended primarily for the use of minors as specified in subsection 1, paragraph "h", shall not be in violation of subsection 1 for having an established residence within the exclusion zone.
  - b. Who is the parent or legal guardian of a minor shall not be in violation of subsection 1 solely during the period of time reasonably necessary to transport the offender's own minor child or ward to or from a place specified in subsection 1.
  - c. Who is legally entitled to vote shall not be in violation of subsection 1 solely for the period of time reasonably necessary to exercise the right to vote in a public election if the polling location of the offender is located in a place specified in subsection 1.
3. A sex offender who has been convicted of a sex offense against a minor shall not do any of the following:
  - a. Operate, manage, be employed by, or act as a contractor or volunteer at any municipal, county, or state fair or carnival when a minor is present on the premises.
  - b. Operate, manage, be employed by, or act as a contractor or volunteer on the premises of any children's arcade, an amusement center having coin or token operated devices for entertainment, or facilities providing programs or services intended primarily for minors, when a minor is present.
  - c. **Operate, manage, be employed by, or act as a contractor or volunteer at a public or nonpublic elementary or secondary school, child care facility, or public library.**
  - d. Operate, manage, be employed by, or act as a contractor or volunteer at any place intended primarily for use by minors including but not limited to a playground, a children's play area, recreational or sport-related activity area, a swimming or wading pool, or a beach.

## Public Display Art Policy

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

Exhibits shall have one or more of these attributes:

- High quality, original art by Iowa artists;
- A theme related to Library services, collections or programs;
- The ability to bring together Library materials from several subject areas which relate to a theme of current interest;
- The ability to inform patrons of current issues, events or other subjects of public interest.
- The ability to heighten the Library's presence and impact in the community.

In order to display art, the following must be understood by all parties:

1. The library assumes no responsibility for theft, loss, damage or destruction of items on display.
2. All displays must meet existing State and Federal laws on obscenity, libel, defamation of character and invasion of privacy.
3. The library does not accept responsibility for ensuring that all points of view are represented in any single display. Permission to display materials does not imply library endorsement of content, nor will the library accept responsibility for the accuracy of statements made in such materials.
4. Displays of original art will be accepted by ~~a staff committee~~ library staff. The Library The Art Selection Committee reserves the right to refuse exhibits which, in its opinion, do not further the library's mission. By choosing not to display any art, the library is not commenting on the value or importance of that art.
5. The group or individual preparing the display may include name, contact information, and price of work (if applicable.) Sales are between artist and buyer.
6. The library will designate spaces for particular types of displays to make best use of display units and/or to make displays accessible to the intended audience. The library will seek to be innovative and flexible in the display and use of art.
7. All displays must adhere to established guidelines for installation.

A single group or individual may be limited to a single display in a twelve-month period. Length and parameters of all displays are determined by Library staff.

Adopted: 06/03/2010

Revised: 12/2010; 2/2011; 01/02/2020, 10/6/2022

Reviewed: 2013, 11/2015

### **Community Postings**

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

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

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

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

Adopted: 2/2011

Reviewed: 2013, 11/2015, 10/6/2022

Revised: 01/02/2020



Director's Report  
October 6, 2022

## Department Updates

*Community Relations* has completed two major projects this past month. The first is the launch of our new website. The team did the migration ourselves, so we built a majority of the pages internally, with some templates and the overall design created by our vendor. We will continue to make improvements. The second is our annual report. This is always a complex project with a lot of moving parts, including gathering statistics, stories, and images.

Our Events team has again worked with the public to ensure clarity around opening/closing for fire recovery. We are excited to be back to planning weddings and large-scale events and community programs. We hosted partners like NAMI and the Cedar Rapids Community School District this past month, just to name a few. We continue to see more celebrations and gatherings.

We have received grant funding for work with Elizabeth and community partners centered around early learning and literacy work. We are excited to be working closely with parents/caregivers and providers on early literacy initiatives in a more comprehensive way beginning this fall.

We were happy to welcome volunteers back to the Downtown Library in September. A special thanks to the volunteers that took on extra shifts upon reopening to assist staff in shelf reading and pulling long lists of holds that were placed during the Library's closure. Thank you also to our volunteers at Ladd Library who took on extra work to support the surge of patrons and holds being filled by the Ladd staff. Volunteer Hours in August 2022: 72 hours.

The *Materials* department welcomed Allison Zordell as our newest Materials Librarian, she will select and maintain materials for the adult print collections. The busy Fall publishing season has started and we're glad to see that many of the supply chain delays from the last year have eased. This means we'll have better access to multiple copies of materials and receive them more quickly. The annual survey for the State Library of Iowa is largely completed and we're pleased to see circulation continue to increase for this fiscal year. Polaris software had a significant update this month that expand staff options for printing patron notices and cataloging

The *Technology Solutions* team has been busy deploying new copy machines in staff spaces and allowing staff some time to use them before installing them in public spaces. This is part of our new printing solutions contract with Access Systems. This contract includes maintenance on all of our copy and print hardware. New printing, scanning, and faxing options will be introduced in phases later in the Fall.

*Programming* kicked off its Fall programming season with a mix of new and returning programs (and a mix of new and returning staff!). Story time, baby and toddler playtime, and Zumbini returned at both locations, and have been drawing a number of new patrons into the buildings. The Cultural Expo was a big success, and new programs like the Walking Book Club and a Community Conversation around censorship have drawn patrons back in.

For the first time in years, we have begun regular and consistent outreach to the Cedar Rapids Community School District, visiting K-2 classrooms at Cedar River Academy, Johnson STEAM Academy, and the after-school program at Hoover. We will continue to monitor needs, and will expand this initiative as necessary. Planning has also begun to reopen the Maker Room for appointments, and to continue offering the workforce development assistance we have been providing for the past nine months.

*Public Service.* The Reinvigorating Active Service committee for the Strategic Plan began meeting in September. Several staff, representing several departments, volunteered to be on this committee. Right now, the committee is working on defining Active Service as it applies to different individuals work, look at gaps in Active Service, and collecting data to look for opportunities as we move forward.

The Green Square Committee, which the library is a part of, as well as other city and community partners, is wrapping up for the summer. The committee's efforts have seen many successes this summer with a decrease in overall police presence at Green Square and the library. The Green Square Ambassadors did a fantastic job of maintaining a safe and welcoming environment over the summer for the Green Square area.

### **Disaster Response**

Final restoration has been completed and the Downtown Library is back open. We are getting recommendations from the original design and engineering vendors for possible replacement fixtures that can most easily and efficiently be installed while still maintaining the library aesthetic.

### **Great Stories**

A patron was talking about how their commute to work was so laborious. I asked if they had the Libby app where they could listen to audiobooks during their drive. They had not heard of the app but quickly whipped out their phone and stated, "Beam me up." Yes, we also had an amazing Star Trek conversation! With the app installed and audiobooks downloaded, the patron was excited to experience their next commute! – Michele Prostime, Patron Services Specialist

A patron came in needing help. By 4 PM, he needed a letter describing his new business and business cards so he wouldn't miss out on a job opportunity. "Wes told me you could help, but I didn't know you did that." I let him know that we absolutely did and we got to work!

I worked side-by-side with him to create a business card in Word, making sure everything he wanted got on the card. After setting him up with a cover letter template, I let him loose on describing his business. We checked in occasionally, especially when he got writer's block and needed some encouragement! Along the way, I also got him a list of places that do lamination, a map to the USPS Office, and a handful of other things.

This afternoon, he was so appreciative he kept asking for ways he could thank us ("What about a pizza party?"). He just couldn't believe we would help him with everything. The patron told me the Cedar Rapids Public Library had saved his life. On a trip down to Houston, Texas, "I told everyone I met that CRPL is a great library!"

I thanked him for his kind words and let him know his offers were appreciated, but absolutely unnecessary. This is what we do! – Rebecca Vernon, Librarian

A patron had some questions about how to print out documents at the library. I provided assistance and we were able to very quickly get her all her documents printed and released. While doing so, she expressed how grateful she was to have access to such a service.

She stated that the only printer she usually has access to is the one owned by her parents, and that unfortunately working with them is a great stressor. She explained that she is in recovery, and her situation is challenging enough that stressors like that can actually trigger a relapse, putting her in an extremely difficult position. She said that knowing she can come and get her important documents printed at the library without having to confront such stressors is a great relief and allows her to continue prioritizing her own mental health and wellbeing. – MJ Eyzaguirre, Patron Services Specialist



# ANNUAL REPORT

fiscal year 2022



125 Years and Going Strong

This year marked the 125th anniversary of the Cedar Rapids Public Library, and we're proud to say as we look back at our history we've consistently been dedicated to the same strategic goals of Literacy, Access, and Inclusion that drive us today.

We have always gone to people where they are, as well as serving them within our walls. In the library's early days, we took library materials out to schools ... sometimes by horse! During the 1910s and 1920s, librarians went to factories and parks with book collections. In the 1950s and 1960s, we had bookmobiles.

Today we have the Mobile Technology Lab - and we're still visiting parks. We've expanded outreach to include other community organizations like Willis Dady Works and the Juvenile Detention Center.

We also focus on connecting people to resources beyond books. In the 1900s, we had newspapers in Czech and German. In the 1960s, we lent out records and business pamphlets. Today we offer an increasing array of digital resources, from international newspapers to streaming services to digital research databases.

From the beginning we have focused on serving the needs of all members of our community. We have always been open to all, and we will continue striving to make our spaces and services more and more welcoming.

Thank you for coming with us on this 125-year journey – we're looking forward to the next 125 years, together with our community.



*Dara*

**Dara Schmidt**

Director  
Cedar Rapids Public Library



*Clint*

**Clint Twedt-Ball**

President, Board of Trustees  
Cedar Rapids Public Library

## Cedar Rapids Public Library Board of Trustees FY 2023

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# OUR MISSION

*We are a beacon of literacy to all who seek knowledge and understanding.*

*We are compassionate navigators to the information, resources, and entertainment you seek.*

*We are your library.*

# OUR VISION

We connect people to information, experiences, and services that enhance their quality of life so our community can learn, enjoy and thrive.





## Taking the Library to the Community

**Literacy is more than reading. The library also focuses on the technology and information literacy people need to navigate the modern world. Those skills were areas of focus for this year with our Mobile Technology Lab and workforce development outreach in the community.**

The Mobile Technology Lab rolled to six area parks this summer, along with other locations like the Northwest Recreation Center, often alongside the city's Rollin' RecMobile. Library staff used neighborhood-level economic and library-use data to target where the van would go, bringing a small collection of books along for patrons to borrow but also tech-based activities like coding robots for kids to play and learn with.

"If we're thinking about technology literacy, I think of doing a craft with somebody on circuits. You make a tiny little circuit robot with kids, and then you explain this is also how lights work, and their eyes light up," library Events Specialist Kami Zbanek-Hill said.

She and Events Specialist Tess Winter spent the summer not only doing their original jobs of managing library events spaces but helping with outreach events



and workforce development, alongside Programming Librarian Meredith Crawford, thanks to a grant from the Institute of Museum and Library Services to fund workforce development outreach.

"Technology literacy is being able to navigate a website like Indeed, it's being able to put in the correct search term to get the job you're looking for, it's knowing how to translate your skills into a resume," Zbanek-Hill said.

The three spent time meeting with patrons at the library but also in the community, with weekly visits to Willis Dady Works, an employment hub set up by Willis Dady Homeless Services, as well as Heart of Iowa, a residential program through the Area Substance Abuse Council that serves women who are in substance abuse recovery.

The clients, who are all either pregnant or have children, are able to stay at the transitional housing site with their children while they go through the program. Along with help for the residents, the library team bring activities for their kids, like free books and Summer Dare activities.

"You have to be stable in other areas of your life before you're employable," Zbanek-Hill said. "We help with all kinds of things, not just traditional workforce development things. Last week we figured out how to help someone file for custody of their children. We helped someone else recover an email address with important documents."

The team takes Mobile Technology Lab equipment like laptops, printers, and hotspots along on their outreach visits.

"Many of the clients aren't able to access devices or WiFi on a regular basis," Crawford said. "We help them with creating resumes and applying for jobs, but also looking for childcare, applying for benefits, things that can help them get independence and a foot up when they graduate from the program."

They also focus on helping people gain the skills – the literacy – to be successful navigating the digital world on their own.

"That's the most rewarding, because at a certain point people stop asking you for help, because they're doing it themselves," Crawford said.



"We purchase Wonderbooks (children's books with electronic narration), and we purchase graphic novels for kids. We have tablets – LeapPads – that help with literacy. We also have lots of different platforms to offer our patrons – if they'd prefer audiobooks, for example, we provide those. And those still count as reading. You don't have to read 'Wuthering Heights' to read – you can read 'Captain Underpants' instead ... There's a science to maintaining a library collection. We try to buy books that support the community and that represent all parts of the community. We want the library to be a reflection of the people we serve."

- **Kim Martens-Tyo, Materials Librarian**

The library is so much more than a building filled with books. It is a repository of information, knowledge, and support for the community.

Sending those resources beyond the four walls of the building is integral to what makes the library a vital part of the Cedar Rapids community.

## Supporting Teachers

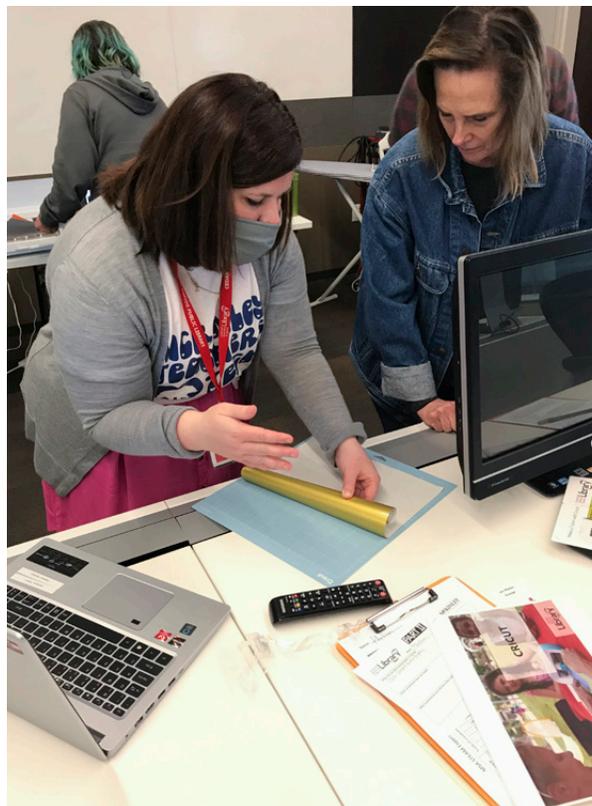
Increasing access can also mean partnering with those who can reach more community members than library staff could reach alone. This spring, the library worked with McKinley STEAM Academy to train about 40 teachers on technology in the library's Maker Space – 3D printers, green screen video technology, and Cricut cutting machines.

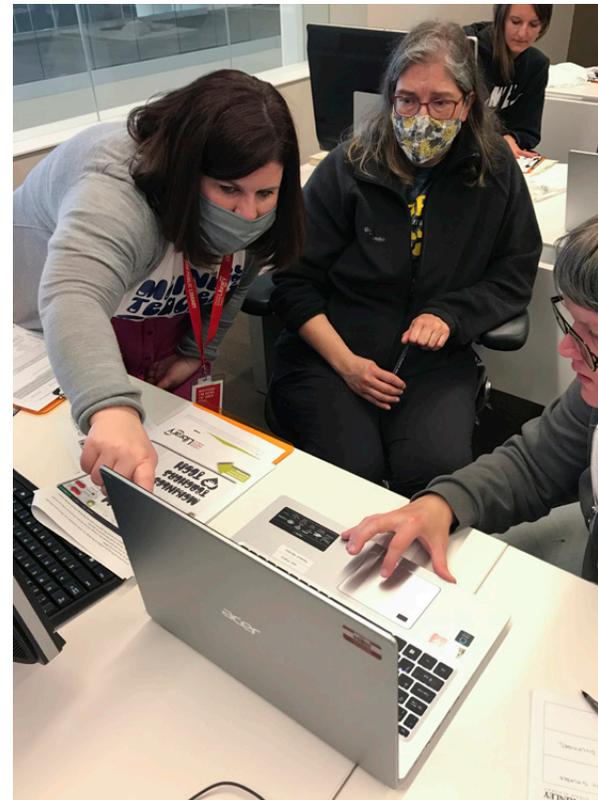
The school has the same technology, but not all of the teachers had much hands-on experience with it, or had used it in their curriculum. The collaboration was a chance for the teachers to get real-world experience with the technology and go home with ideas on using it in their classrooms.

"The library taking leadership in this area shows our dedication to digital equity," Programming Librarian Jen Eilers said. "We have these resources a lot of people can't afford. The library having access to this technology that people can access for free helps level an unequal playing field that technology has opened up."

English Language Arts teacher Dominique Brown said she had new ideas after learning about using green screens. Students can use the technology to make engaging presentations, putting themselves into historic scenes, books, or their own art projects, for example.

"It's bringing that digital literacy into the classroom," Brown said. "This is the work our students need to keep them engaged in class."





"One of the strongest elements of literacy I work with is computer literacy. People need help attaching something, scanning something, filling out citizenship forms, completing a job application. These are things I deal with many times an hour, not just many times a day. And we're not just hand-holding, but showing people how to do things. They feel so good when they know how to do something themselves and can do it the next time ... One of the most gratifying things we do is giving people the tools they need to be independent and to accomplish their goals."

- Nancy Geiger, Librarian

“...one of the teens said, with this program,  
he has begun to enjoy reading for the first time.”



“I’ve always considered the library to be a sanctuary of sorts. Growing up, it was nice to have a place to retreat to... It’s awesome we can provide a place of refuge for people ... We don’t care who you are or what you’ve done, you can walk through our doors and find a safe place to put your cares down for a while. We can provide a refuge in difficult times.”

- **Kristine Olsen, Materials Librarian**

## Serving Incarcerated Youth

Librarian Meredith Crawford has been taking the library directly to one group who otherwise wouldn't have access to the books and information in the library building – incarcerated youth at the Linn County Juvenile Detention Center.

She started a book discussion and podcast program, "Be Heard," working with Fresh Start Ministry's RISE Program (Reintegration Initiative for Safety and Empowerment). The library now manages the program directly.

Crawford brings small collections of books to the Juvenile Detention Center to keep in its library and facilitates conversations about what the teens are reading.

The kids talk about any books they like, not just those the library dropped off. Crawford has then narrated the audio of some of those conversations - edited to remove identifying features of the teens - and shared the conversations on the library's YouTube and Facebook pages.

"This program is important to me, because I feel it checks all my librarian boxes. It's something we can offer to a disenfranchised population to empower them," Crawford said.

Recently the teens asked why they couldn't write a book – and she responded that they could.

"We started doing a narrative art project. So we have a bunch of digitized art work and words, and we're going to put them together in a book," she said.

At one book discussion session one of the teens said, with this program, he has begun to enjoy reading for the first time.

"I read a lot. I read like every night before I go to sleep," he said. "I didn't know books could be fun to read. A lot of people really don't read books, but I read books. I read."



## Responding to Digital Needs

Cedar Rapids residents who need help getting online have access to a new pool of laptops from the library.

In Fiscal Year 2022, the library began loaning out 100 new Chromebooks to patrons. That's in addition to 30 laptop and WiFi hotspot kits the library began circulating in 2021.

Those initial 30 kits were in high demand, showing the need in the community for greater computer access and prompting Library Technology Supervisor Patrick Duggan to apply for a grant to purchase the additional laptops.

"It's a need. We've learned throughout the pandemic that technology is a need for a lot of patrons," he said. "When everyone got sent home in 2020, a lot of students didn't have the access to the technology they needed."

The library received a \$25,000 Emergency Connectivity Fund grant from the Federal Communications Commission to purchase the new technology. Congress authorized the Emergency Connectivity Fund as part of the American Rescue Plan Act of 2021.

The library also has laptops patrons can check out to use inside the library for up to two hours at a time, and the Metro Library Network, comprised of Cedar Rapids, Marion, and Hiawatha libraries, has an additional WiFi hot spot lending program.

Duggan said making laptops available for home use fits into the library's strategic priority of access – to the library, to information, and to the wider world, as more work, school, and play moves online. It also increases access to an expanding list of digital library resources, from ebooks to research databases to virtual programs.

"We've got all of these digital resources now, and we're adding more," he said. "People can access them at home with these laptops."

**"When everyone got sent home in 2020, a lot of students didn't have the access to the technology they needed."**





“Homelessness is a reality in our community, no matter how many people want to ignore it and shove it aside. The best thing we can do is create opportunities for people to move out of that instead of pushing them aside and hoping we don’t have to see them.”

Continuously striving to make the library a welcoming and inclusive place is at the heart of everything we do ...

## Meeting People Where They Are

... That's why, in Fiscal Year 2022, the library made a new grant-funded program to have Services Navigators on staff part of the regular budget.

Library Services Navigators help patrons with everything from getting IDs and social security cards to finding resources like food aid and medical care to filling out job and rental applications.

Services Navigator Wes Shirley, a social worker, said the best part of his job is also the most challenging – helping people on their hardest days.

"Being there for somebody when they're at their lowest is hard, but it's also the most rewarding thing," he said. "Sometimes we're giving people a little bit of hope when they don't see it."

The library also has a second part-time position for a Support Services Navigator. Both are contracted through Willis Dady Homeless Services, where the navigators also work. That means they already have relationships with many of the unhoused patrons they help at the library.

Because of the trust he's built, Shirley can help defuse situations that in the past may have ended up with the police being called. Reducing police contact at the library is a goal of library leadership, Public Services Manager Todd Simonson said.

"We want a welcoming approach. To make the library a welcoming part of the community is important," he said. "This position is a bridge, to build connections, build trust, and offer support to patrons."

Shirley said having a Services Navigator at the library helps all patrons, no matter their circumstances.

"Homelessness is a reality in our community, no matter how many people want to ignore it and shove it aside. The best thing we can do is create opportunities for people to move out of that instead of pushing them aside and hoping we don't have to see them," he said.

"Inclusion leads to a change in communication and attitude towards our patrons. If we emphasize inclusion, everyone who walks into the library receives the same high-level of care and a positive attitude from library employees. No matter if it's a patron's worst day or their best day, they can come to the library and expect to be treated with care and a positive attitude. That consistency in treatment is one way I see inclusion day-to-day."

- Mark Reeves, Public Services Specialist



## Welcoming All

The library earned a new sensory inclusive certification this year in partnership with non-profit KultureCity. The certification process included training for library staff to recognize patrons with sensory needs and training on how to handle sensory overload situations.

Thanks to that training, when Patron Services Specialist Melia Tatman heard loud sounds of distress coming from the children's area at Ladd Library, she knew what to do. A mom was working at her laptop near her young son, who was frustrated as he tried to use a toy.

At stations in the Downtown and Ladd libraries, patrons and staff can find sensory bags, equipped with noise canceling headphones and verbal cue cards, along with fidget tools and weighted lap pads.

Tatman and other team members fetched the KultureCity kit, and Tatman said the child quieted immediately and started to color with the special water pens that go with the lap pad and then began playing with the fidgets.

"The mom was able to return to her work, and they stayed in the library for quite some time before returning the materials to the front desk and leaving for the evening," Tatman said. "I don't know who was happier with how those materials work – the patrons or the staff. It was a really rewarding experience all the way around."

Sensory sensitivities or challenges with sensory regulation are often experienced by people with autism, dementia, post-traumatic stress disorder, and other similar conditions. Along with the sensory bags, available to all patrons who may feel overwhelmed by the environment, there are also designated quiet areas at both libraries marked with signage for those who may need a quieter and more secure environment. Prior to visiting the library, visitors can also view digital Social Stories for both the Downtown and Ladd libraries with previews of what to expect when visiting the library.

"We're so fortunate our volunteers represent the community we serve so well. Our youngest volunteer is six, and the oldest is 97. Many are working full time, others are high school or college students, others are retired. We have large groups of volunteers from The Arc and Goodwill. We have families who want to volunteer together. They each bring something very unique to what we do here that reflects the diversity of the community. We're able to have a wide amount of opportunities that meet people where they're at, and we appreciate the gifts they're able to give us of their time and talents."

**- Jessica Link, Volunteer Coordinator**



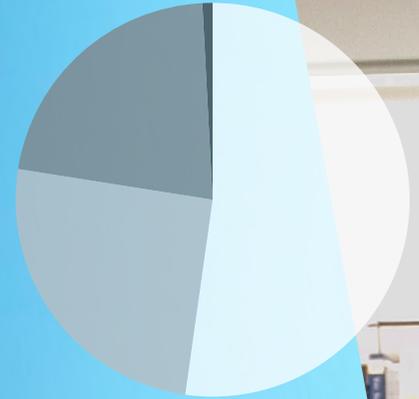




Website Users 168,121  
 Public Computer Sessions 51,928  
 Connections to WiFi 106,275

Physical Materials Circulated 498,839  
 Database Uses 241,728  
 Digital Materials Circulated 204,541  
 In-House Circulation 7,604

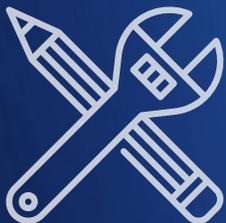
**952,712 Total Circulation**



**358,225 Visits**

Meeting Room Users 41,345  
 Program Attendees 17,406  
 Virtual Program Attendance 1,925

Total Programs 661  
 Total Virtual Programs 110



Volunteer Hours 3,833  
 Volunteers 138  
 Volunteer Value \$64,176

<b>Revenue*</b>	
Intergovernmental Grants	\$260,168
Charges for Services	\$451,671
Other Misc Revenue	\$14,000
City of Cedar Rapids	\$6,308,013
<b>Total Revenue</b>	<b>\$7,033,852</b>

\*General Fund only

<b>Expenses*</b>	
Personnel Services	\$5,093,163
Discretionary Expenses	\$906,915
Fleet and Facilities	\$743,294
Non-Discretionary Expenses	\$290,480
<b>Total Expenditures</b>	<b>\$7,033,852</b>

\*General Fund only



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