



Cuyahoga County **Public Library**

Tuesday, February 28, 2023 / 5 PM
Administration Building
2111 Snow Road, Parma, OH 44134



Board of Trustees Meeting

**CUYAHOGA COUNTY PUBLIC LIBRARY
BOARD OF TRUSTEES MEETING AGENDA
28 February 2023
ADMINISTRATIVE BUILDING AUDITORIUM
6:00 p.m.**

TOPIC	PAGE#	MOTION
1. Call to Order: Dean DePiero, President		ROLL-CALL
2. Approval of Minutes: January 24, 2023 Board Meeting	1-9	ACTION
3. Retiree Recognition	10-13	INFORMATION
4. Public Comment		INFORMATION
5. Report of the Board President		INFORMATION
6. Report of the Executive Director <ul style="list-style-type: none"> Learning Moment Hallie Rich, Chief CCPL Communications & External Relations Officer <ul style="list-style-type: none"> Reading Data & Survey 	14-26	INFORMATION
7. Human Resources Report	27-34	ACTION
8. Finance Committee Report: <ul style="list-style-type: none"> Financial Statement Review – Fiscal 2023 – January Investments: Fiscal 2023 – January Purchase Approval List Gift Report 	35-36 37-41 42-43 44-46 47	INFORMATION ROLL-CALL ACTION ACTION
9. New Business <ul style="list-style-type: none"> Permanent Annual Appropriation Resolution to Approve Real Estate Purchase Agreement with The City of Brooklyn, Ohio Resolution Seeking Permission to Advertise for a Request For Qualifications for Design Services for the New Construction of The Beachwood Branch Library Facility Resolution Seeking Permission to Advertise for a Request For Qualifications for Design Services for the New Construction of The Parma Heights Branch Library Facility Resolution Seeking Permission to Advertise for a Request For Qualifications for Construction Management at Risk Services for The Addition and Renovation of the Solon Branch Library Facility Resolution Authorizing the Library to Enter into a new Lease to The Centers for Families and Children at the Maple Heights Branch Resolution Authorizing the Library to enter into an Agreement with North Shore Mechanical regarding the ADM HVAC BAS Upgrade Project Approval of CCPL Code of Conduct Resolution to Adopt an Amended Auditorium Rental and Rules of Use Policy and Rental Agreement Approval of Auditorium Rental Policy and Agreement Resolution Authorizing the Chief Executive Officer to Amend the Auditorium Rental Policy: Fee Schedule Approval of Auditorium Rental Fee Schedule Approval of Equal Employment Opportunity Policy Approval of Affirmative Action Policy Approval of Personnel Records Approval of Dismissal Policy 	48-51 52-67 68-69 70-71 72-73 74-77 78-79 80-81 82 83-88 89 90 91-93 94-95 96-111 112-113	ROLL-CALL ACTION ACTION ACTION ACTION ACTION ACTION ACTION ACTION ACTION ACTION ACTION
10. Adjourn		ACTION

**CUYAHOGA COUNTY PUBLIC LIBRARY
BOARD OF TRUSTEES MEETING
MINUTES
24 January 2023**

The January 24, 2023, meeting of the Cuyahoga County Public Library Board of Trustees was held at the Cuyahoga County Public Library Administration Building Auditorium, 2111 Snow Road, Parma, Ohio. With a quorum of five (5) Board members present, Acting President Davies called the meeting to order at 5:12 p.m.

Roll-Call: **Present:** Allyn Davies; Edward H. Blakemore; William J. Leonard; Patricia A. Shlonsky; Amira Thomas – **5.**

Absent: Dean E. DePiero; Maria L. Spangler – **2.**

Also present: Chief Executive Officer Tracy Strobel; Scott Morgan, Chief Operations Officer; Hallie Rich, Chief Communications & External Relations Officer, Monique Good, Chief Human Resources Officer, Robert Dolan, Finance Director, Izoduwa Ebose-Holt, Human Resources Director, Rebecca Ranallo, Literacy and Learning Division Director, Enda Bracken, Branch Services Director – East, Lane Edwards, Branch Services Director – South, Caroline Vicchiarelli, Branch Services Director – West, Daniel Barden, Technical Services Director, Jeff Mori, Facilities Director, and Jim Haprian, IT Director and other interested observers.

In advance of this meeting President DePiero appointed Vice President Davies as Acting President in his absence. Acting President Davies appointed Trustee Thomas as Acting Secretary for this meeting in Trustee Spangler's absence.

Election of Officers

Acting President Davies stated on behalf of the Nominating Committee, Trustee Leonard presented a slate of officers for 2023. The slate was also shared with the trustees at the December 2022 Board Meeting. Acting President Davies asked if there were other nominations from the floor. Seeing none, Acting President Davies asked for a motion to approve the slate of officers as follows:

President:	Dean E. DePiero
Vice President:	Allyn Davies
Secretary:	Maria L. Spangler

01-01/2023

Trustee Blakemore moved approval, seconded by Trustee Shlonsky. Seeing no discussion or other nominations from the floor, the above-listed slate of officers was approved as presented by unanimous vote of Board members present.

Resolution to Appoint Fiscal Officer & Deputy Fiscal Officer

Acting President Davies asked for a motion to approve the Resolution to appoint Scott A. Morgan as Fiscal Officer and Robert W. Dolan as Deputy Fiscal Officer for a one-year term beginning January 24, 2023.

02-01/2023

Trustee Blakemore moved approval, seconded by Trustee Leonard. Seeing no discussion, the resolution to appoint Scott A. Morgan Fiscal Officer and Robert W. Dolan Deputy Fiscal Officer was approved by unanimous vote of Board members present as stipulated above. (**See page 10**)

Oath of Office:

Acting President Davies administered the Oath of Office to Fiscal Officer Scott A. Morgan and to Deputy Fiscal Officer Robert W. Dolan as required by ORC Section 3375.32. **(See pages 11-12)**

Acting President Davies thanked Chief Morgan and Director Dolan for all they do all year.

Approval of Minutes:

Acting President Davies asked for a motion to approve the minutes of the December 13, 2022, Board meeting that were sent to the Board members in advance of this meeting.

03-01/2023

Trustee Blakemore moved to approve the minutes, seconded by Trustee Leonard more. Seeing no corrections, omissions or additions, the minutes of the December 13, 2022, Board Meeting were approved by unanimous vote of the Board members present.

Retiree Recognition:

Acting President Davies acknowledged and thanked Daneen Bielecki, Mary DiPadova, Iris Garsteck, Jeanne Hertz, Joan Pacholewski, Catherine Schultis, and Ramona Thurmond, for their many years of service to Cuyahoga County Public Library (CCPL) and wished them the best on their retirement. Ms. Bielecki, Ms. Garsteck, and Ms. Pacholewski were not present at the meeting.

(See pages 13-19)

Stacey Boycik, Branch Manager, CCPL Parma-Snow Branch introduced retiree Mary DiPadova and read her resolution into the record.

Stacey Boycik, Branch Manager, CCPL Parma-Snow Branch introduced retiree Jeanne Hertz and read her resolution into the record.

Ms. DiPadova smiling, commented on behalf of herself and Ms. Hertz that they enjoyed working for CCPL at the Parma-Snow Branch and thanked everyone.

Caroline Vicchiarelli, Branch Services Director (BSD)-West, introduced retiree Catherine Schultis and read her resolution into the record.

Ms. Schultis stated what a wonderful 30 years at CCPL and she is fortunate to have had all these wonderful colleagues and to work at many of the wonderful branches during her tenure. She says it is bittersweet to retire and thanked everyone for making her 30 years wonderful!

Steven Haynie, Branch Manager, CCPL South Euclid-Lyndhurst Branch introduced retiree Ramona Thurmond and read her resolution into the record.

Ms. Thurmond thanked everyone. She said it was always a good time working at CCPL and that it wasn't like work. She says it is bittersweet and told her colleagues on her last day that this is not the last day of her and she will just be on the other side of desk.

Acting President Davies congratulated all of the retirees.

Public Comment:

Heather Timko, President, CCPL Union SEIU 1199 stated on behalf of the Union extended congratulations to all the retirees on their retirement and wish everyone the best those that are present and those that are not present at this meeting.

Report of the Board President:

Acting President Davies stated there is no board report for this month.

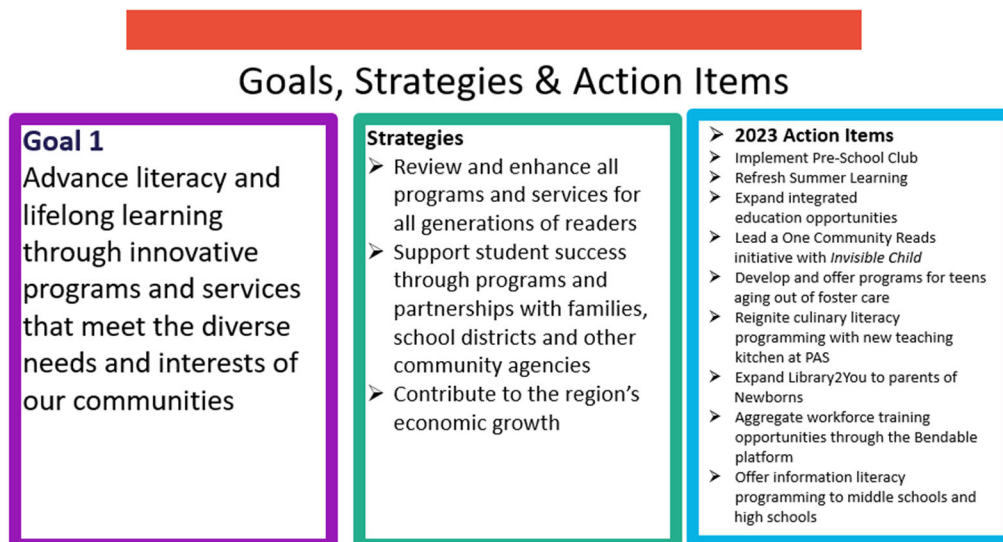
Report of the Chief Executive Officer:

Chief Executive Officer Strobel wished everyone a happy new year. She mentioned that she presented some of the accomplished action items in her presentation of 2022 a Year-in-Review at the December 2022 board meeting.

Chief Executive Officer Strobel stated that tonight she will present a Look Ahead at 2023. She shared our ambitious slate of objectives, projects, and improvements for the upcoming year, which are aligned with our Strategic Plan and presented those action items in that context.



Chief Executive Strobel stated in our Strategic Plan there are three main goals that support the strategy. She presented action items to be accomplished in 2023 supporting each of those goals.



Goals, Strategies & Action Items

Goal 2

Prioritize connections with our customers and communities

Strategies

- Build and enhance our reputation in the community.
- Strengthen the region's social infrastructure.
- Refine processes and partnerships to serve our communities through our dynamic, welcoming spaces and commitment to open access for all.

2023 Action Items

- Prioritize and refresh social media strategy
- Expand and standardized deposit and promotional collections
- Implement new signage and wayfinding plan
- Expand social worker services (hired last year) to provide referrals, community connections and staff training/support
- Expand the distribution of quarterly program guide to attract lapsed users
- Establish automatic new card relationships with all school districts
- Host and facilitate candidate and civic issue conversations

Goals, Strategies & Action Items

Goal 3

Foster a culture of inclusion and respect that empowers staff and equitably connects our communities to opportunity

Strategies

- Prioritize digital equity and inclusion.
- Integrate diversity, equity and inclusion into program and service planning.
- Integrate diversity, equity and inclusion into CCPL operations.

2023 Action Items

- Implement cooperative borrowing of International Language collection with Cleveland Public Library
- Offer naturalization application services through newly established partnerships
- Develop curriculum for MyChart training and other health equity training
- Complete staff training in unconscious bias and crucial conversations
- Complete setup and implementation of supplier diversity program
- Implement new and improved employee orientation program
- Participate in regional digital equity strategy committee

Additional Action Items Include:

Capital Projects

- Group Study rooms in Bedford and Garfield Heights Branches
- Drive up windows in Maple Heights and Brecksville Branches
- Innovation Centers in Warrensville Heights, Fairview Park, and Solon Branches
- Continue work on new branch in Brooklyn and addition in Solon (Spring 2024)
- Begin work on new branches in Beachwood and Parma Heights
- New digital monument signs in Olmsted Falls and Brook Park Branches
- Complete Parma-Snow auditorium improvements including culinary teaching kitchen

Technology Projects

- New Integrated Library System (ILS) and Discovery Layer
- New Self-Check hardware and software
- Improved copy/fax/print services
- Replace PC time and print management system
- Replace circulation staff computers and peripherals
- Replace programming laptops in all branches
- New staff intranet

Human Resources Projects

- New employee orientation program
- New performance management system
- Continue to update all personnel policies
- Replace HRIS and payroll system
- Staff training in anti-harassment and customer boundaries
- Hold Staff Development day on October 9, 2023
- Conduct employee engagement survey

Human Resources Report:

Human Resources Chief Good summarized the HR report. There are sixteen (16) new hires, three (3) rehires, ten (10) separations, seven (7) retirees, eight (8) increase in hours, six (6) transfers, eight (8) added second rate, one (1) added second rate/retro, one (1) added third rate, one (1) decrease in hours, nine (9) 2% union increase/retro, one (1) acting to permanent, one (1) acting position ended 2% union increase, and one (1) promotion.

04-01/2023

Trustee Leonard moved approval, seconded by Trustee Blakemore. Seeing no discussion, the Human Resources Report dated January 24, 2023, was approved as presented by unanimous vote of the Board members present. [\(See pages 20-28\)](#)

Finance Committee Report:

Finance Committee Chair Davies reminded us that the Finance Committee met prior to the Board meeting, and Chief Morgan gave an in-depth review of the financials.

Chief Morgan gave highlights from the Finance report.

Chief Morgan stated we received a small distribution from the County for our 2.5 mill tax levy. With this distribution it put us just slightly under our original budget. Our 1.0 mill tax levy was also just slightly under our original budget. Our reimbursement from the State for our 2.5 mill tax levy was also just slightly under budget. Chief Morgan stated the total of the three amounts was under budget by \$89,371.46.

Chief Morgan stated based on our original budget the Public Library Fund (PLF) was \$3,544,167.55 over budget.

Chief Morgan stated patron fines and fees collected was \$378,319.09 over original budget due to increase in passport fees.

Chief Morgan also noted the interest account which was \$312,469.88 over original budget. It was larger than expected due to an increase in interest rates.

Chief Morgan stated the remainder of the revenue accounts were within the original budget.

Chief Morgan stated the salaries and benefits accounts are within budget.

Chief Morgan stated besides the insurance benefits, we are within the original budget. The insurance benefits account was under the original budget by \$1,330,304.84. He stated our projection included a much higher than expected rate increase.

Chief Morgan stated in the purchased and contracted services accounts our original budget was over our actual expenditures by \$1,557,556.60. He stated expenditures were less than expected in property maintenance & repair, professional services, and other contracted services.

Chief Morgan stated library materials was within the original budget.

Chief Morgan stated the capital outlay accounts were under spent by \$2,950,430.00. He stated several larger projects were moved to 2023.

Chief Morgan stated transfers to other funds budget was increased by \$10,883,449.00 from the original budget. This allowed us to transfer a much larger than anticipated amount into the capital fund. This increase came from the larger than expected increase in revenues and less in actual expenditures than budgeted.

Chief Morgan stated the remainder of the expense accounts were within the original budget.
(See under FINANCE)

Investments - December

Chief Morgan stated during the month of December, we purchased two pieces of Commercial Paper.

- Citigroup Global Markets - \$500,000 with a yield of 5.51%
- National Bank of Canada - \$500,000 with a yield of 5.22%

Transfers - December

Chief Morgan stated we had several transfers for the month of December. This is typical for this time of year.

Transfers from the General Fund to:

- \$5,500.26 to Hotspots Program
- \$15,707.80 to Starting Point for Library match
- \$115,120.00 to ASPIRE for Library match
- \$449.84 to Unclaimed Funds for uncashed payroll checks
- \$18,674,567.13 to the Capital Fund

Transfers to the General Fund from:

- \$33,227.54 from Regular Trust Fund to close remaining balance on an inactive account
- \$35,000.00 from FSA Agency Fund for 100th Anniversary Zoo event

Chief Morgan stated we also had several advances for the month of December.

Advances from the General Fund to:

- \$20,000.00 to Hotspots Program
- \$19,233.60 to Homework Centers
- \$6,307.25 to Special School Programming.

Advances repaid to the General Fund:

- \$135,520.00 from Hotspots Program

(See under FINANCE)

05-01/2023

Trustee Blakemore moved approval, seconded by Trustee Leonard. Seeing no additional discussion, the Investment Report Fiscal 2022 – December listing all Money Market Funds, Star Ohio Accounts, U.S. Treasury Investments, Certificates of Deposit and Agency Securities was approved as presented by roll-call vote.

(See Under FINANCE)

Roll-Call: **Yea:** Allyn Davies; Edward H. Blakemore; William J. Leonard; Patricia A. Shlonsky; Amira Thomas – **5.**

Nea: – **0.**

Purchase Approval List

Chief Morgan stated that the comprehensive Purchase Approval List (PAL) was reviewed in depth at the Finance Committee meeting and all participants here at this meeting were at the Finance Committee meeting.

06-01/2023

Trustee Blakemore moved approval of the entire Purchase Approval List, seconded by Trustee Leonard. Seeing no additional discussion, the Purchase Approval List dated January 24, 2023, was approved as presented by unanimous vote of the Board members present. **(See pages 29-31)**

Gift Report

Chief Morgan stated the report includes Friends Groups gifts for branch programming for the month of December. Director Rich gave an in-depth report on the larger gifts at the Finance Committee meeting and all participants here at this meeting were at the Finance Committee meeting.

07-01/2023

Trustee Blakemore moved approval, seconded by Trustee Shlonsky. The gift report was approved by unanimous vote of the Board members present. **(See page 32)**

- **Resolution Authorizing the Library to Enter into an Easement Agreement with Columbia Gas of Ohio, Inc.**

Chief Morgan stated Columbia Gas was doing work in Olmsted Falls and needed access through our property to complete that work. They are asking us to sign an easement agreement to get the work done.

08-01/2023

Trustee Shlonsky moved approval, seconded by Trustee Blakemore. Seeing no additional discussion, the Resolution Authorizing the Library to Enter into an Easement Agreement with Columbia Gas of Ohio, Inc. was approved by unanimous vote of the Board members present.

(See pages 33-40)

- **Resolution to Negotiate an Agreement in Connection with The Solon Branch Addition and Renovation**

Chief Morgan stated we are bringing back this resolution to negotiate with designers for a contract for the design work at the Solon Branch for the addition and renovation. The rank of the three design firms under consideration for this work are as follows; and we will negotiate with CBLH Design first in hope to get an agreement.

1. CBLH Design
2. Williams Architects and,
3. Bostwick Design Partnership

09-01/2023

Trustee Leonard moved approval, seconded by Trustee Blakemore. Seeing no additional discussion, the Resolution to Negotiate an Agreement in Connection with The Solon Branch Addition and Renovation was approved by unanimous vote of the Board members present. **(See pages 41-42)**

- **Resolution to Revise Cuyahoga County Public Library Credit Card Policy**

Chief Morgan stated that we originally passed the credit card policy in January 2019 and each time we make modifications we have to bring it to the Board for approval. This resolution reflects two changes.

- Updating credit limits we have on maintenance cards increasing credit limit up to \$9,400 and,
- Deleting the language for a Giant Eagle credit card that we no longer use.

10-01/2023

Trustee Blakemore moved approval, seconded by Trustee Leonard. Seeing no additional discussion, Resolution to Revise Cuyahoga County Public Library Credit Card Policy was approved by unanimous vote of the Board members present. **(See pages 43-48)**

- **Resolution for Joint Use Agreement between Cuyahoga Community College (Tri-C), The City of Solon and The Library**

Chief Rich stated this resolution is to authorize a joint use agreement with the City of Solon and Tri-C. The City of Solon successfully secured a Capital Improvements Appropriation in the amount of \$150,000.00 from the state of Ohio for the Innovation Solon project. In order to receive those funds they have to partner with an eligible local entity in order to make those funds available to the library and the students must be able to use the Innovation Center. We have a joint use agreement with Tri-C and we have outlined different ways the students can utilize the Innovation Center.

11-01/2023

Trustee Leonard moved approval, seconded by Trustee Blakemore. Seeing no additional discussion, the Resolution for Joint Use Agreement between Cuyahoga Community College (Tri-C), The City of Solon and The Library was approved by unanimous vote of the Board members present. **(See pages 49-59)**

- **Resolution to Amend Official Certificate of Estimated Resources and Amend Appropriations**

Chief Morgan stated this resolution is to amend the official certificate for 2022 business. We were over appropriated in the Agency Fund and we are asking for a decrease in the appropriations of the 901 Agency Fund for \$30,000.

12-01/2023

Trustee Leonard moved approval, seconded by Trustee Blakemore. Seeing no additional discussion, the Resolution to Amend Official Certificate of Estimated Resources and Amend Appropriations was approved by unanimous vote of the Board members present by roll-call vote. **(See page 60)**

Roll-Call: **Yea:** Allyn Davies; Edward H. Blakemore; William J. Leonard; Patricia A. Shlonsky; Amira Thomas – **5**.

Nea: – **0**.

Executive Session

Acting President Davies asked for a motion to recess the meeting for an Executive Session to discuss Pending or Imminent Court Action pursuant to Ohio Revised Code 121.22 (G)(1). Acting President Davies also stated that no Board action would be taken after the Executive Session.

13-10/2022

Upon motion of Trustee Blakemore, seconded by Trustee Leonard, Acting President Davies request to recess for an Executive Session was approved by roll-call vote at 5:46 p.m.

Roll-Call: **Yea:** Edward H. Blakemore; Allyn Davies; William J. Leonard; Patricia A. Shlonsky; Amira Thomas – **5**

Nea: – **0**.

Executive Session

Acting President Davies asked for a motion to reconvene the Board meeting following the Executive Session.

14-10/2022

Upon motion of Trustee Leonard, seconded by Trustee Blakemore the Board meeting reconvened by roll-call vote at 6:31 p.m.

Roll-Call: **Yea:** Edward H. Blakemore; Allyn Davies; William J. Leonard; Patricia A. Shlonsky; Amira Thomas – **5**.

Motion to Adjourn

Seeing no other business under consideration for vote, Acting President Davies asked for a motion to adjourn the meeting.

15-01/2023

Upon motion of Trustee Leonard, seconded by Trustee Blakemore the January 24, 2023, meeting of the Cuyahoga County Public Library adjourned at 6:32 p.m.

Approved 28 February 2023

X _____
Dean E. DePiero
President

X _____
Maria L. Spangler
Secretary

Of **Ellen de Brow**

WHEREAS,

Ellen de Brow has served with great loyalty as an employee of Cuyahoga County Public Library since her hire on August 30, 1994, as a Page at the Mayfield Regional Branch; on April 1, 1997, she added the role of Branch Regional Clerk Substitute; on November 3, 1997, she became a Branch Regional Clerk; on March 29, 2015 she had a title change to Branch Services Clerk, a position she held until her retirement on January 31, 2023; and,

WHEREAS,

Ellen had a kind and sensitive heart towards both staff and to the patrons that she served, she presented herself with a positive work ethic, able and willing to do the tasks needed in her circulation duties, always providing excellent customer service; and,

WHEREAS,

As CCPL continued to advance in technological services, Ellen adeptly adjusted to the necessary demands, learning the skills needed, and offering support and teamwork to her colleagues. She not only developed positive and cordial relationships with the staff but also was a delight to patrons; and,

WHEREAS,

Ellen has demonstrated exemplary attention to detail and utmost professionalism in everything she accomplished, her calm, friendly approach at the circulation desk will be missed at the Mayfield and Richmond Heights branches.

NOW, THEREFORE, BE IT RESOLVED

that the Board of Library Trustees records its appreciation to Ellen de Brow for all the years of service she has rendered to the Library and the public and extends to her all good wishes for a happy, healthy, and rewarding life.

Dean E. DePiero, President
Board of Trustees
Cuyahoga County Public Library
 Date: February 28, 2023

Of Wilfredo Gonzalez

WHEREAS,

Wilfredo Gonzalez has served with great loyalty as an employee of Cuyahoga County Public Library since his hire on February 12, 1992, as a Receiving Clerk at the Administration Building; on November 16, 1993, he was promoted to Receiving Assistant; on October 1, 2004, he had a title change to Technical Services Division Clerk – Acquisitions, a position he held until his retirement on February 28, 2023; and,

WHEREAS,

Mr. Gonzalez has had remarkable attendance and reliability throughout his service, and has never failed to start his work shift without a smile and a good word for everyone, creating a welcoming atmosphere of goodwill and teamwork; and,

WHEREAS,

Mr. Gonzalez has always embraced change willingly, and with a wealth of experience to help with ideas to make transitions as smooth and productive as possible, and whereas Mr. Gonzalez has also been vigilant and careful regarding safety and safe working conditions, not only for himself but for others on his team; and,

WHEREAS,

Mr. Gonzalez has been thoughtful and careful to ensure that the vendors with whom the Library works have properly delivered materials worthy of inclusion in the Library's collection without fail, and recorded invoices from same with meticulous precision.

NOW, THEREFORE, BE IT RESOLVED

that the Board of Library Trustees records its appreciation to Wilfredo Gonzalez for all the years of service he has rendered to the Library and the public and extends to him all good wishes for a happy, healthy, and rewarding life.

**Dean E. DePiero, President
Board of Trustees
Cuyahoga County Public Library**

Date: February 28, 2023

RESOLUTION OF THE BOARD OF TRUSTEES OF THE CUYAHOGA COUNTY PUBLIC LIBRARY

Of Kimberly Schroeder Perry

WHEREAS,

Kimberly Schroeder Perry has served with great loyalty as an employee of Cuyahoga County Public Library since her hire on June 28, 1995, as a Public Services Assistant I at the Parma Heights Branch; on June 16, 2011, she transferred to the Berea Branch; on March 29, 2015, she had a title change to Branch Services Assistant I, a position she held until her retirement on January 31, 2023; and,

WHEREAS,

Kim was a dedicated member of the Berea staff, who demonstrated her love for children in every storytime, outreach visit, program or community event that she participated in. Never afraid to don a costume for a program, “Mrs. Perry” was well known by the youngest community members who greeted her with enthusiastic hellos, smiles and sometimes hugs. Friendly and welcoming, she took the time to get to know families and children and make lasting connections, touching the lives of all who knew her; and,

WHEREAS,

She approached customer service with patience and professionalism, whether on the phone, in person, or helping customers with computer, fax or copy issues. She enjoyed helping adults search for their next great read, or families look for just-right books for their children and always did so with a smile on her face; and,

WHEREAS,

Kim displayed strong organizational skills, dedication, initiative, and a strong work ethic. She was excellent at anticipating what needed to be done and doing it, without having to be asked. A conscientious employee who was well-loved by her coworkers, she was always willing to lend a helping hand, no matter what the project.

NOW, THEREFORE, BE IT RESOLVED

that the Board of Library Trustees records its appreciation to Kimberly Schroeder Perry for all the years of service she has rendered to the Library and the public and extends to her all good wishes for a happy, healthy, and rewarding life.

Dean E. DePiero, President
Board of Trustees
Cuyahoga County Public Library
 Date: February 28, 2023

RESOLUTION OF THE BOARD OF TRUSTEES OF THE CUYAHOGA COUNTY PUBLIC LIBRARY

Of Cheryl Wires

WHEREAS,

Cheryl Wires has served with great loyalty as an employee of Cuyahoga County Public Library since her hire on October 19, 1989, as a Public Service Assistant Substitute at the Parma Regional Branch; on October 29, 1990, she transferred to a Public Service Assistant I at the Middleburg Heights Branch; on March 29, 2015 she had a title change to Branch Services Assistant I, a position she held until her retirement on February 28, 2023; and,

WHEREAS,

Cheryl had a propensity for doing thorough, well-researched presentations, and could find that perfect golden nugget of information to keep her audience engaged and laughing; and,

WHEREAS,

Cheryl was a thoughtful person, and had a soft touch for those she served, especially the senior population. Her calming way put others at ease. Cheryl was loved by her afternoon book discussion group and could often be found chatting them up in the library; and

WHEREAS,

Cheryl was eager to take on new tasks. She gladly would partake in outreach activities to community groups, spreading the word on the wonderful services of the library.

NOW, THEREFORE, BE IT RESOLVED

that the Board of Library Trustees records its appreciation to Cheryl Wires for all the years of service she has rendered to the Library and the public and extends to her all good wishes for a happy, healthy, and rewarding life.

Dean E. DePiero, President
Board of Trustees
Cuyahoga County Public Library

Date: February 28, 2023

RESOLUTION OF APPRECIATION



Chief Executive Officer's Message

A Reading Evolution

Have you read any good eBooks lately?

Back in 2018 digital materials accounted for 17 percent of Cuyahoga County Public Library's (CCPL) overall circulation. It was an astonishing figure to me at the time. Seventeen percent! Fast-forward a few years (and a pandemic) later and the numbers are even more astonishing. Last year, digital materials represented one-third of CCPL's overall circulation. One-third! How quickly times have changed.

CCPL is certainly not alone in experiencing this trend. In 2022, a record-setting 129 library systems surpassed 1 million digital checkouts, according to our content partners at OverDrive. CCPL was one of 16 libraries to surpass 3 million digital checkouts last year. Three libraries eclipsed 9 million checkouts and one (Los Angeles Public Library) more than 10 million. For comparison's sake, only 65 North American libraries reached 1 million checkouts in 2018 and only one surpassed 5 million checkouts (Toronto Public Library).

Our recent growth in demand for digital materials has undoubtedly been fueled in part by the pandemic, which drove many readers to eBooks out of necessity. But COVID-19 didn't start the trend so much as accelerate it. Demand for digital was on the rise well before the pandemic.

As digital circulation has risen, circulation of physical materials and library visits have decreased. A steep decline was understandable (and inevitable) amidst stay-at-home orders and other COVID-19 restrictions, but these trends pre-date the pandemic. Since 2018, our overall circulation has decreased 31 percent, while circulation of digital materials has increased 31 percent. These trends are undoubtedly related.

CCPL and libraries across the country (and in the UK too!) are grappling with this shift and evolving to find new ways to utilize the physical space of libraries. We may not be circulating as many physical materials as we did during our peak years when we set new circulation records for nine consecutive years (2003-2011), but we certainly feel as busy as ever. This has largely to do with how our services and programs have evolved to focus more intentionally on meeting our communities' needs. We are offering more value to our communities than perhaps ever before. Whether it's through deep-dive multi-week programs to help prepare children for success in kindergarten or strategic partnerships with organizations like Greater Cleveland Food Bank or PCs for People, we are doing more than ever before to address the most important issues in our communities. Circulation and visits are still very important, but they are not the only measures of our positive impact on the community.

This is not to say that books and reading are no longer our core values. They mostly certainly are. That hasn't changed and I hope it never does. What has changed are readers' habits, the variety of media options competing for their attention, and how they access that media. In the months to come we'll be seeking answers to these and other questions through a survey that the CCPL Foundation has kindly agreed to fund. I look forward to sharing the findings.

Tracy R. Strobel
Chief Executive Officer

Social Media

Facebook Fans: 35,878

Instagram Followers: 6,878

Twitter Followers: 11,353

COMING UP -- SATURDAY 2/4 -- Legal Aid & volunteers from Norman S. Minor Bar Association will be at @CuyahogaLib Warrensville Hts. Branch (4415 Northfield Rd) to offer free legal advice about civil legal issues. First come, first served. Come see us!

@LegalAidCLE, January 30, 2023

Happening now! Congratulations to our neighbors Marilyn and Chris for putting on another awesome FREE #seedswap / the @CLESeedBank has "seed libraries" in @Cleveland_PLand @CuyahogaLibin case you miss this afternoon's party + harvest! **@alithearchitect, January 28, 2023**

This treasure trove just came in from the @CuyahogaLib and I'm seriously considering running away to a reading spa. Yes, that's a thing **@JFeldmanAuthor, January 26, 2023**

Tonight is Book Club Night with @HomaBashWEWS and me! We are discussing "The Perfect Mother" with our virtual group and the @CuyahogaLib! If you missed the memo, we will have another meeting at the end of March! **@KatieMcGrawx, January 25, 2023**

We are excited to be working with our community partner, @cuyahogalib doing research for upcoming workshops in their system's Innovation Centers! The CCPL Innovation Centers are FREE to use if you're a cardholder **@zygotepress, January 22, 2023**

In collaboration with @NPowerservices' Project Kindness, @CuyahogaLib is hosting a collaborative art session for adults of all abilities. Come spread kindness on January 24 at 4 PM at 100 E Orange St., Chagrin Falls. **@Cuyahoga_DD, January 19, 2023**

Thanks to our readers who attended last night's in-person @CuyahogaLib-hosted launch event for #COURAGEUNDERFIRE: Under Siege and Outnumbered 58 to 1 on January 6 by @ChiefSund! **@BlackstoneAudio, January 13, 2023**

System Highlights

On January 11, eight enthusiastic patrons engaged in a great Memory Lab orientation at the **South Euclid-Lyndhurst Branch** where questions ranged from the conversion of old LPs to that of old wedding VHS tapes. Generalist Sharon Douglass led this class and the discussion of old memories having the chance to live again made for a very lively session.

On January 16, **Warrensville Heights Branch** Manager Ali Boyd made the branch weekly Poetic Power session into a commemoration of the life and legacy of Dr. Martin Luther King, Jr. Each poem was written and recited with the content of justice and equality in mind. In between the poems, clips from various speeches by Dr. King were viewed and discussed. The clips were in succession, demonstrating the evolution of Dr. King's stance on civil rights in America, leading up to his final interview and speech in Memphis, Tennessee.

At the **Orange Branch**, two grandparents' New Year's resolution was to bring their granddaughters into the library more regularly during 2023. During Wednesday afternoon visits in January, they checked out books, participated in the on-the-floor I Spy Dollhouse activity, made the monthly take and make craft, and played games on the AWE computers. By the third week, Grandma said, "The girls look forward to coming each week. This has been our best resolution ever!"

The **Chagrin Falls Branch** Adult Department rearranged the Prime Pick and Oversize Book areas. Many customers have complimented staff on the new arrangement, saying it is easier to find things and feels more spacious. One customer asked if the branch always had the Oversize books, saying she didn't know they existed. Another customer said she noticed how beautiful the face-out books were. Both customers checked out Oversize books!

The **Gates Mills Branch** held its first "Craft Swap" on Saturday, January 14. Seventeen visitors brought items to share and shopped for new arts and crafts supplies brought in by others. The branch may hold this program again as many who came thought it was economical and fun. They also liked knowing their items would be going to other crafters.

On January 19 at the **Richmond Heights Branch**, BSL I Stephanie Johnson had an opportunity to connect with a mom and preschool student who recently moved to the Richmond Heights community. She invited them to Family Storytime, where they both had fun listening to stories about soup and dancing to silly songs. Mom also shared with Johnson that she is a writer, and she was thrilled when told about CCPL's writing center at the South-Euclid Lyndhurst Branch!

The **Maple Heights Branch** Youth Team welcomed 266 visitors to the Tinker Space in the first week of 2023! Many new faces came in to explore the newest additions to the Children's area after the branch was featured on a popular Instagram account showcasing the best indoor activities for families and children.

Today's forum is part of our Authors in Conversation Series sponsored by @CuyahogaLib, the John P. Murphy Foundation and, in part, by the residents of Cuyahoga County through a public grant from @CuyArtsC. Thank you for your support! #CityClub @TheCityClub, January 13, 2023

@CleFoodBank Mobile Pantry is coming to select @CuyahogaLib branches. Food distribution is scheduled for next Tues 1/10/2023 at the Maple Branch from 10AM-12PM, on a first- come, first-serve basis, while supplies last. Add'l dates are set: 2/14; 3/14; 4/11; 5/9. @citymaplehts, January 6, 2023

Thank you, Matt of @CuyahogaLib for providing a wonderful orientation to the Bay branch's Innovation Center for the @BaySchoolsOH K-12 library/media staff! We can't wait to test our skills on your amazing equipment! #BeProudToBeBay @iReyn, January 5, 2023

Congratulations to @LauraDeMarcoCle — her book "Cleveland: Then and Now" was one of the most-borrowed books last year @CuyahogaLib @clevelandbooks, January 3, 2023

Re-elected to the @CommunitySols board were @ClevelandClinic's Nazleen Barhmal, @MHAOhio's Kevin McDaniel, @SOCHHealthSystem's Heather Stoll, and @CuyahogaLib's Tracy Strobel <https://commsols.com/BoardMembers> @CommunitySolsED, January 3, 2023

Adapted storytime is back for 2023! Register now for this program with @CuyahogaLib's Solon Branch! <http://connectingforkids.org/library> @ConnectforKids, January 3, 2023

System Highlights

Former U.S. Capitol Police Chief Steven A. Sund visited the **Beachwood Branch** on January 12. He was on tour promoting his book *Courage Under Fire*, a personal account of the January 6, 2021, attack on the U.S. Capitol. Registration for the program was maxed out 125 days before the event, with 90 people showing-up to hear his insider perspective on what went wrong that day. Captain Sund came across as the model career law enforcement officer, presenting a clear picture of many problems that arose, without laying blame on one particular person or political party. BSL II David McNally introduced the author. The program was arranged by Adult Programming Department, with support from Mac's Backs Books who sold 17 copies of the book that evening. The program was also covered by Spectrum News.

Mayfield Branch Manager Julie Liedtke hosted the Mayfield Area Chamber of Commerce Breakfast Networking event at the Mayfield Branch on January 31. Fourteen attendees learned about the services that the branch and system provides for businesses and customers. The breakfast was generously provided by the Friends of the Mayfield Branch Library.

On January 21, BSA II Beth Brouillette held the first Acting Club program at the **Brook Park Branch**, with 10 kids participating. They warmed up with tongue twisters said while running in a circle, then played Charades, and a Guess Who I Am game where they acted out a character while the others tried to guess them. Several kids had previously attended Brouillette's Comedy Club program and were eager to attend more sessions!

The **Strongsville Branch** partnered with AkzoNobel, an international paint and coatings company in Strongsville, to present an hour of fun-filled painting activities! Families made paper butterflies to learn the science of color separation. They also made their own paint using common, kid-safe ingredients as demonstrated by AkzoNobel representatives. A total of 79 enthusiastic participants attended.

Nine students from Acton Academy walked over for a visit to the **Bay Village Branch** on January 5. Acton Academy is the school that is housed in the Bay Village former library building, so we were excited to welcome them to the new branch. The students were very interested in learning about the 3D printer and several of them submitted items to be printed.

On January 11, the **Fairview Park Branch** hosted the program "The Scale of UFOs in the United States and Ohio" which was presented by Linda Miller Costa, Career Scientist, Environmental Researcher and Cheryl Costa, Career Data Analyst, UFO Statistician. They provided an extensive statistical analysis on UFO sightings throughout the U.S. There were 30 people in attendance.

System Highlights

On January 5, **Olmsted Falls Branch** BSL I Jodi Carlson went to Jenkins Place Senior Center for the monthly outreach program. This month, the group organized the Jenkins Place Library. Carlson helped the group of 10 to weed items that were dated or in poor condition and then to group items into categories that made sense for the collection. The Senior Center coordinator was extremely grateful for the help with getting the Library back in order.

Eleven members of the **Berea Branch's** cookbook discussion group, "Eat the Words", met on January 10 to discuss and share recipes from Ina Garten's Modern Comfort Food. After sharing input on a variety of recipes tried over the past few weeks, we feasted on samples of shortbread cookies, lemon orzo, bourbon raisin cake, and a seafood chowder, complete with crusty bread. A highlight was one group member's version of a stew where she substituted each of the main ingredients with a less expensive alternative to make her own creation. Everyone loved it.

January marked the first month of **North Olmsted Branch's** new partnership with the Recreation Center to offer a Gym & Storytime program. The monthly outreach program at the North Olmsted Recreation Center promotes nutrition, physical activity, literacy, and social skills. Parks and Recreation staff offer games, movement and healthy snacks, followed by fingerplays, songs and stories provided by branch youth services staff. BSA I Shawna Gorby presented to a group of 22 attendees of all ages on January 13.

Middleburg Heights Branch BSL I Heidi Andres and Children's Supervisor Rebecca Price-Donahue created and offered CSI: Middleburg Heights, a crime scene investigation program for 20 participants. After honing their detective skills—observation, finger and shoe print identification, handwriting analysis, and interviewing a witness—participants used what they had learned to investigate the disappearance of Auggie Owlson. Branch staff got in on the action by allowing themselves to be photographed as suspects and even role-playing to give the participants additional vital information about the disappearance.

Throughout the month of January, **Brooklyn Branch** Manager Kathy Sullivan and Children's Librarian Alex Ward worked in partnership with Brooklyn City Council President and Brooklyn City Schools Director of Student Support Programs to plan a joint celebration of the community's cultural diversity during Hurricane Heritage Week, January 30 – February 4. Several branch staff made paper quilt squares to represent what "heritage" means to them and then recorded videos to talk about their quilt square. City of Brooklyn officials also contributed videos about their heritage which were sent to the schools and played during the week. At the branch, a maker station was set up where customers of all ages could make and contribute a paper quilt square, all of which will be joined together into a community diversity quilt and displayed on the wall. Dozens of customers also added a sticker to a giant outline map of the world, to illustrate what city, state, or country represents their heritage. One young mom who there for storytime excitedly added a sticker to Burkina Faso and Nepal quickly filled up with stickers from members of our Nepalese community. Councilor Shockey stopped by on Wednesday and posted several completed squares on Facebook, adding, "I made one today after work and had a great conversation with a family from Cambodia and the Dominican Republic as we all made our squares!"

On January 21, **Parma-Powers Branch** Manager Holly Camino and adult BSA Lynn Ruvolo presented the program, "Comfort Soups." The 17 customers in attendance thoroughly enjoyed Chef Holly's demonstration of how to make minestrone soup with the Kitchen-in-a-Box cooktop, roasted red pepper soup using the Vitamix and how to make a quick flat bread using the electric skillet. Several customers who were not busy enjoying the delicious soup said that they loved the program and that they were thrilled to have culinary programs back in the branches.

Solon Branch BSA Robin Clancy presented "Let's Pretend" on January 21. The program focused on guided play by encouraging parent and child participants to play together and featured toys from the bookable and toy collections. Several families who had never used these collections before took toys home and booked items for use in the future. The program had 25 participants.

System Highlights

“Eating Healthy on a Budget” was presented at the **Parma Heights Branch** on January 19. The program presenter, Heather Barnes, is part of the Greater Cleveland Foodbank Team and spoke about healthy eating as well as simple recipes to about 20 people.

BSL II Regina Stopper presented a Winter Sowing program on how to make a mini-greenhouse and sow winter-hardy seeds on January 17 at the **Brecksville Branch**. Eleven participants went home with three full milk jugs, each with seeds that will sprout in the spring. A Master Gardener and member of the Chippewa Garden club attended the program and helped Stopper answer some tough gardening questions!

BSA I AnnMarie DePenti of the **Independence Branch** planned and hosted a Family Bingo Program on Saturday January 28 with 29 attendees. Bingo squares with a variety of winter pictures were used. Larger pictures were drawn and displayed so children and their caregivers could easily see the pictures to mark the appropriate square. Children were excited to find and match each picture as they were called.

The **Bedford Branch** is focusing on increasing the digital literacy of their customers for 2023. Because so many of the Bedford Library customers rely so heavily on their phones, the first digital literacy offering was “iPhone 101” on January 21. BSL II Paula Brosowski marketed the class to people who want to understand and feel more comfortable using the features of their iPhone. Nine participants learned about features like automatic updates and how to delete contacts, and also technology concepts like cloud storage and the difference between cellular and wireless networks.

The **Garfield Heights Branch's** January 14 “Families Innovate” program brought five families (15 total participants) together to learn about the Innovation Center and create a winter-inspired Cricut craft. The program was facilitated by Generalist Young Koo and Children's BSA Faye Hargate. As 2D felt shapes were cut by the Cricut machine and then transformed into 3D reindeer, eyes lit up and imaginations were ignited. Our intergenerational group spanned ages 2 to elder. Participants enthusiastically embellished their reindeer with paint and glitter and engaged in meaningful conversations. Staff overheard one mother saying to her 9-year-old son, “You know how we talk about taxes? If there is ever a levy for the library, you want to vote yes! Supporting the library means we can do great programs like this.”

On January 26, Children's staff from the **North Royalton Branch** visited the YMCA After-School Enrichment Program at the Elementary School to provide outreach to 45 students from grades K-6. The younger students enjoyed read alouds with BSL II Sarah Verlie while BSA Hannah Watkins helped older students test out their artistic skills with Etch-a-Sketches and get competitive with games of giant Uno and Connect Four, courtesy of CCPL's toy collection.

The **Parma-Snow Branch** had a rare 100% attendee turnout for the Teen Department's “Sip n' Paint” program on January 27. The owner of Artists Uncork'd, Sara Reilley, led teens in the creation of a winter scene with arctic lights. While painting, the 10 teens enjoyed sipping on boba tea from local business Milk n' Tea.

**CUYAHOGA COUNTY PUBLIC LIBRARY
REPORT OF THE CHIEF EXECUTIVE OFFICER
FEBRUARY 28, 2023**

ACTIVITIES OF THE CHIEF EXECUTIVE OFFICER

January 25

- Met with Monique Good, CCPL Chief Human Resources Officer
- Presented **Quarterly CCPL Update to staff**
- Attended **CCPL Foundation Governance Committee with CCPL Foundation Board Members; Quo Vadis Cobb, Janet AuWerter, Monica Brown, Bridget Martin, George Sample, Tara Stewart, and Neil Rains**, and Hallie Rich CCPL Chief Communications & External Relations Officer

January 26

- Meeting with CCPL Executive Leadership Team, Scott Morgan, Chief Operations Officer, Pamela Jankowski, CCPL Chief Public Services Officer, Hallie Rich CCPL Chief Communications & External Relations Officer, Monique Good, CCPL Chief Human Resources Officer, and Bertha Arrington, Executive Division Manager
- Meeting with the **Greater Cleveland Digital Equity Coalition with Leon Wilson, Chief of Digital Innovation & Chief Information Officer, Cleveland Foundation, Catherine Tkachyk, Chief Innovation and Performance Officer, Cuyahoga County, Ricardo Reinoso, Digital Equity and Inclusion Manager, City of Cleveland, Anna Miller, Manager, Digital Equity & Inclusion, Broadband Ohio, and Juan Silva, Community Health Worker, MetroHealth**
- Meeting with **Michelle Gillcrist, Director, Programs & Development, Ohio Attorney General's Office**, with Hallie Rich, CCPL Chief Communications & External Relations Officer, at CCPL Bay Village Branch
- Attended the **2023 Crain's Power 150 Celebration** with **CCPL** Trustee Patricia Shlonsky

January 30

- Welcomed and Presented at the monthly CCPL **New Employee Orientation**
- Meeting to discuss Children's Library /Playspace for CCPL Brooklyn Branch, with **Kiah Shapiro, Chief of Staff, Luci Creative**, and Pamela Jankowski, CCPL Chief Public Services Officer, and Jeffery Mori, CCPL Facilities Director
- Met with Pamela Jankowski, CCPL Chief Public Services Officer

January 31

- Listened to **Ohio Governor Mike DeWine deliver the 2023 State of the State address in the House Chamber of the Ohio Statehouse.**
- **Chaired Youth Opportunities Unlimited (Y.O.U.) Community Collaboration Committee Pre-Call**

February 1

- Met with Monique Good, CCPL Chief Human Resources Officer
- Participated in **Metro Directors** monthly conference call

February 2

- Facilitated **CCPL Foundation Board Meeting**
- Meeting with CCPL Executive Leadership Team, Scott Morgan, Chief Operations Officer, Pamela Jankowski, CCPL Chief Public Services Officer, Hallie Rich CCPL Chief Communications & External Relations Officer, Monique Good, CCPL Chief Human Resources Officer, and Bertha Arrington, Executive Division Manager
- Conference call with **Brooks Rainwater, President and CEO, Urban Libraries Council (ULC), and ULC Directors**

February 6

- Visited CCPL Bedford Branch
- Met with **Suzanne Miklos, President and Founder OE Strategies**, and Monique Good, CCPL Chief Human Resources Officer to review CCPL Diversity, Equity & Inclusion (DEI) Results
- Met Pamela Jankowski, CCPL Chief Public Services Officer

February 7

- Met with **Dr. Robert Hardis, Superintendent, Beachwood City Schools, Dean E. DePiero**, and Scott Morgan, Chief Operations Officer, CCPL to discuss the future of CCPL Beachwood Branch
- Met with **Cassandra Johnson, Superintendent, Bedford City School District, Tad Ellsworth, Executive Director of Operations, Bedford City School District, and JaTina Threat, Columbus Intermediate School Principal, Bedford City School District, and Galen Schuerlein, Director Public Affairs/of Counsel, Taft Stettinius & Hollister LLP**, and Hallie Rich, CCPL Chief Communications & External Relations Officer

February 8

- Met with Monique Good, CCPL Chief Human Resources Officer
- Joined in the **Ohio Library Council (OLC) State Budget Advocacy Webinar**

February 10

- Participated in **Youth Opportunities Unlimited (Y.O.U.) Community Solutions Board of Directors' Meeting**
- Attended the **Community Kick-Off for MetroHealth Minority Men's Health Fair, MetroHealth Glick Center**
- Met with **Dave Wondolowski, Labor Leader**, and **Dean E. DePiero, CCPL Trustee, Board President**, and Scott Morgan, CCPL Chief Operations Officer

February 13

- Met with **Mayor Ron Van Kirk, City of Brooklyn**, and Scott Morgan, Chief Operations Officer to discuss **CCPL New Brooklyn Branch**
- Met with Pamela Jankowski, CCPL Chief Public Services Officer

February 14

- **Chaired Youth Opportunities Unlimited (Y.O.U.) Community Collaboration Committee Meeting**

February 15

- Met with Monique Good, Chief Human Resources Officer
- Met with **The Baker-Nord Center for the Humanities at Case**, and Bill Kelly, CCPL Adult Services Manager, at **CCPL South Euclid-Lyndhurst Branch**

February 16

- Meeting to discuss CCPL Brooklyn Branch Design with **Ben Crabtree, Senior Associate, Bialosky Cleveland, Jill Christoff, Senior Associate, Bialosky Cleveland, Aaron Hill, Principal, Bialosky Cleveland, and Travis Clarke, Designer, Bialosky Cleveland, and Michael Panzica, Owner, Panzica Construction Company, Dave Panzica, Project Manager, Panzica Construction Company, Andy Simmons, Director of PreConstruction, Panzica Construction Company, Ken Flesse, PreConstruction Lead, Panzica Construction Company,** and Scott Morgan, CCPL Chief Operations Officer, Jeffrey Mori, CCPL Facilities Director, Pamela Jankowski, CCPL Chief Public Services Officer, Kathleen Sullivan, Branch Manager, CCPL Brooklyn Branch, and Terri Thompson, CCPL Operations Assistant, Projects
- Meeting with CCPL Executive Leadership Team, Scott Morgan, Chief Operations Officer, Pamela Jankowski, CCPL Chief Public Services Officer, Hallie Rich CCPL Chief Communications & External Relations Officer, Monique Good, CCPL Chief Human Resources Officer, and Bertha Arrington, Executive Division Manager
- Phone call with **Mayor Matthew Castelli, City of Middleburg Heights**

February 17

- Vacation

February 20

- Met with Pamela Jankowski, CCPL Chief Public Services Officer

February 21

- Meeting with **Kacie Armstrong, Director, Euclid Public Library (EPL)** and Hallie Rich, CCPL Chief Communications & External Relations Officer
- CCPL Maple Heights Branch Visit and Staff Meeting, with Hallie Rich, CCPL Chief Communications & External Relations Officer, and Robert Rua, CCPL Marketing & Communications Director, and Deva Walker, CCPL Branch Manager, CCPL Maple Heights Branch and staff

February 22

- Met with Monique Good, CCPL Chief Human Resources Officer

February 23

- Participated in **Youth Opportunities Unlimited (Y.O.U.) Executive Committee Meeting**
- Attended CCPL Crucial Conversation Training with CCPL Leadership Team
- Meeting with CCPL Leadership Team, includes CCPL Executive Leadership Team, and Enda Bracken, CCPL Branch Services Director - East, Caroline Vicchiarelli, CCPL Branch Services Director – West, and Lane Edwards, CCPL Branch Services Director – South, Daniel Barden, TSD Director, Jim Haprian, IT Director, Jeffery Mori, CCPL Facilities Director, and Rebecca Ranallo, CCPL Literacy and Learning Director, Robert Rua, CCPL Marketing Director, Robert Dolan, CCPL Finance Director, and Izoduwa Ebose-Holt, Human Resources Director, and Terrance Echols, Director, Adult Education Services (AES)
- Participated in CCPL monthly New Integrated Library System (ILS) and Discovery Layer meeting
- Attended **The Cleveland Leadership Center and Citizens presented Accelerate 2023: Citizens Make Change** and participated as a Judge in the Education category

February 27

- Presented at CCPL's February Branch Manager's Meeting
- Met with Pamela Jankowski, CCPL Chief Public Services Officer

February 28

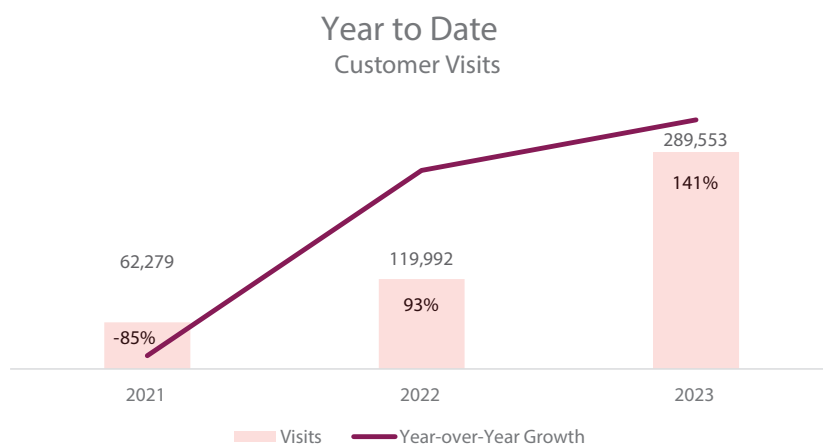
- Meeting to discuss CCPL Brooklyn Branch Design with **Ben Crabtree, Senior Associate, Bialosky Cleveland, Jill Christoff, Senior Associate, Bialosky Cleveland, Aaron Hill, Principal, Bialosky Cleveland, and Travis Clarke, Designer, Bialosky Cleveland, and Michael Panzica, Owner, Panzica Construction Company, Dave Panzica, Project Manager, Panzica Construction Company, Andy Simmons, Director of PreConstruction, Panzica Construction Company, Ken Flesse, PreConstruction Lead, Panzica Construction Company,** and Scott Morgan, CCPL Chief Operations Officer, Jeffrey Mori, CCPL Facilities Director, Pamela Jankowski, CCPL Chief Public Services Officer, Kathleen Sullivan, Branch Manager,
- Welcome and Remarks for Pathways to Leadership - Q1 Member Meeting
- Facilitated **CCPL Policy, Planning & External Relations Committee meeting.**
- Facilitated **CCPL Board of Trustees meeting.**



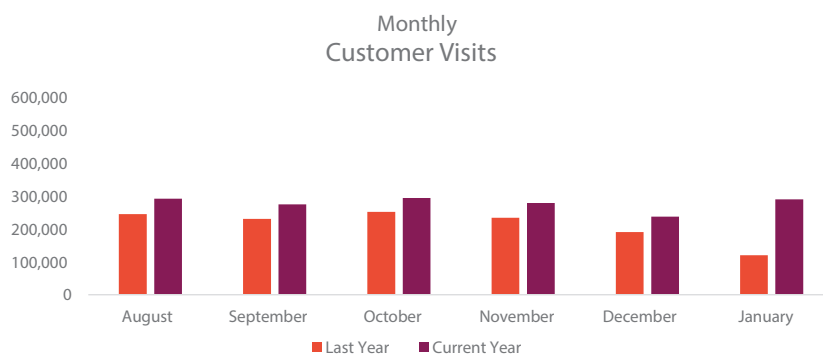
Chief Executive Officer

Visits | January 2023

Year to Date



Monthly

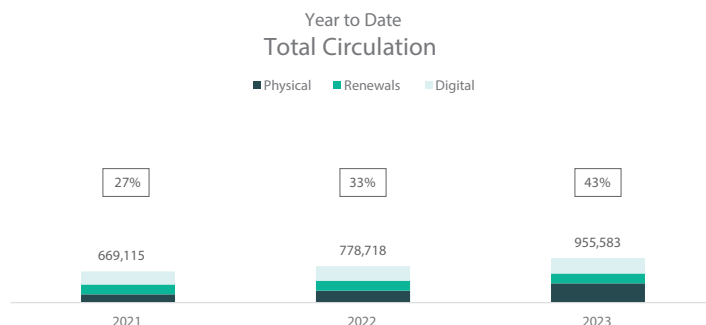


Year-over-Year Growth

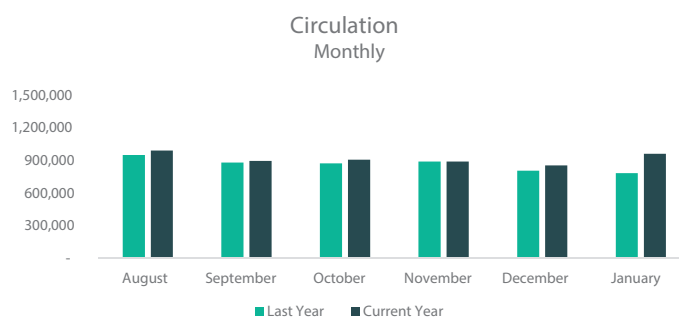


Circulation | January 2023

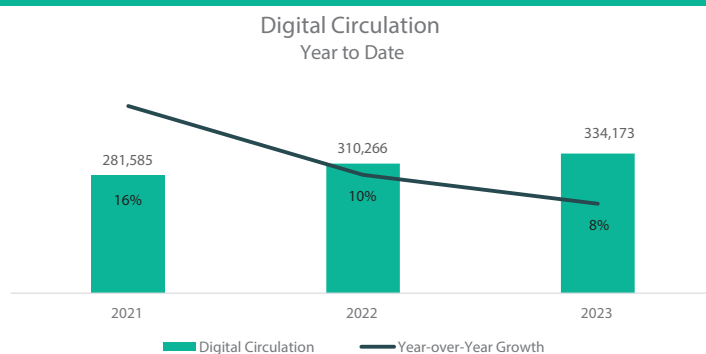
Year to Date Total Circulation



Monthly Total Circulation



Year to Date Digital Circulation

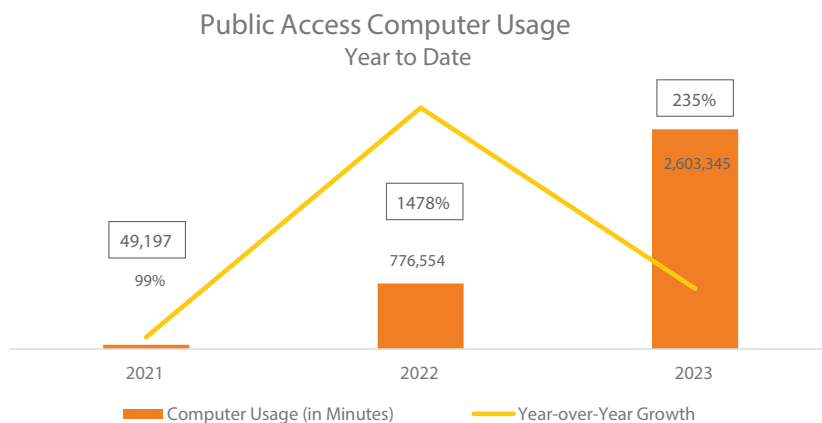


Year-over-Year Growth Total Circulation

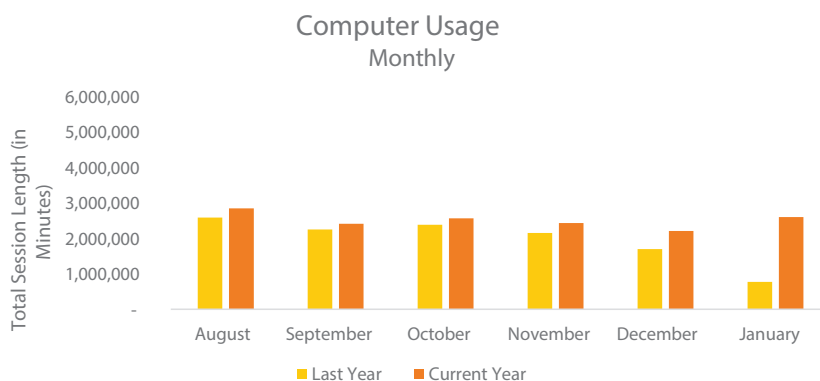


Computer Use | January 2023

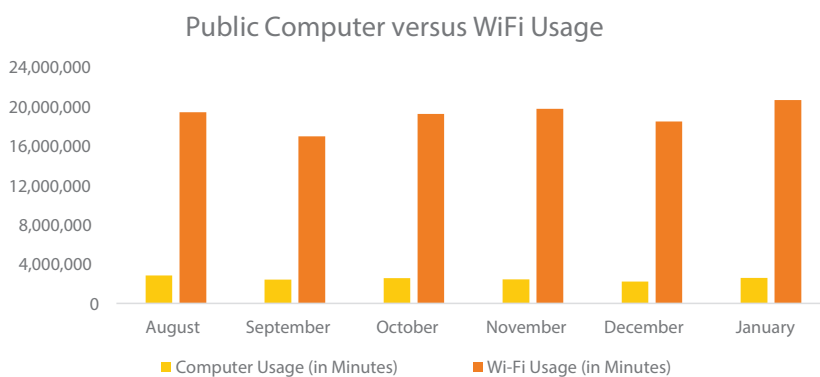
Year to Date



Monthly

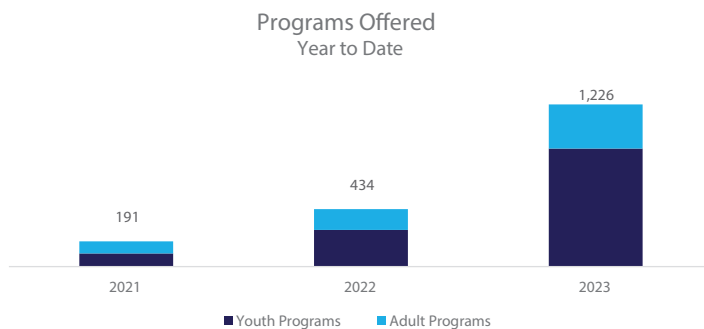


Public Computer VS. WiFi Usage

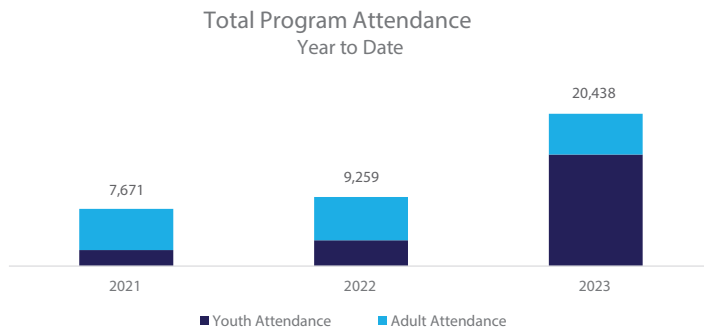


Programs | January 2023

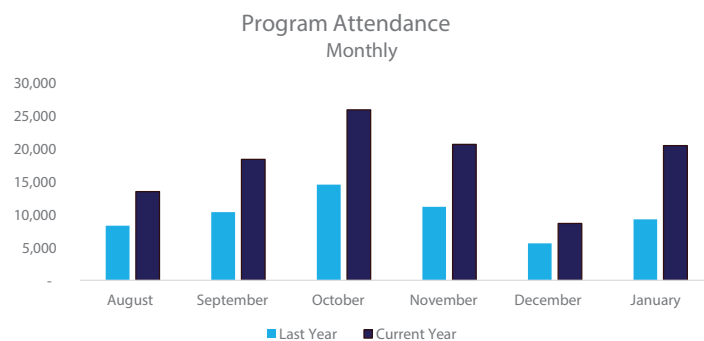
Year to Date Programs Offered



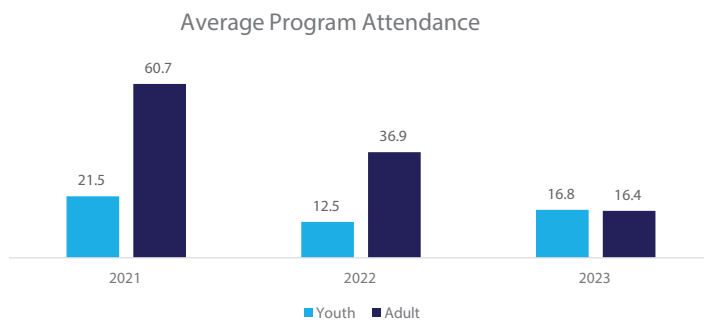
Year to Date Program Attendance



Monthly Program Attendance



Average Program Attendance



HUMAN RESOURCES DIVISION REPORT LIST NO. 2023-2

February 2023

APPOINTMENTS										
NAME	POSITION	GRADE	SALARY	HOURS WEEK	COST CENTER	REPLACES	SALARY	REASON	HOURS WEEK	EFFECTIVE DATE
Bartlett, Evan	Shipping and Receiving Clerk	205	\$16.16	40	650111	Joanna Money	\$16.16	New Hire	40	2/20/2023
Blasier, Charlotte	Branch Services Librarian SUB	208	\$22.40	1	450114		\$22.40	New Hire	1	1/30/2023
Bracher, Victoria	Branch Services Librarian - Teen	208	\$22.40	40	BED111	Stephanie Johnson	\$22.40	New Hire	40	1/30/2023
Burgess, Robert	Youth Programming Tutor	OST	\$12.00	10	504113		\$12.00	New Hire	10	2/6/2023
Costello, Regina	Branch Services Assistant I - Childrens	207	\$20.09	20	NRV111	Angela Bradley	\$20.09	New Hire	20	2/13/2023
Eiben, Joseph	Branch Services Assistant SUB	207	\$20.09	1	450114		\$20.09	New Hire	1	1/30/2023
Flinn, Sarah	Branch Services Librarian Supervisor	209	\$26.75	40	BKL111	Gabriel Venditti	\$26.75	New Hire	40	1/30/2023
Frey, Lisa	Branch Services Clerk	205	\$16.16	16	GAT111	Geneva Gibbs	\$16.16	New Hire	16	2/20/2023
Gallagher, Megan	Branch Services Clerk	205	\$16.16	16	CHF111	Lanson Wells	\$16.16	New Hire	16	2/6/2023
Gill, Malloy	NBU - Page	OSP	\$12.00	5	GAT113	Joan Pacholewski	\$12.00	New Hire	5	1/23/2023
Konn, Emma	NBU - Page	OSP	\$12.00	15	OLF113	Sara Lippi	\$12.00	New Hire	15	1/30/2023
Kowall, Celine	NBU - Page	OEP	\$12.00	15	SEU113	Lindsay Smith	\$12.00	New Hire	15	2/6/2023
Poynter, William	Branch Services Assistant SUB	207	\$20.09	1	450114		\$20.09	New Hire	1	1/22/2023
Pugliese, Marie	Youth Programming Tutor	OST	\$12.00	10	504113		\$12.00	New Hire	10	2/20/2023
Rias, Avis	Branch Services Assistant I - Childrens	207	\$21.00	20	MPL111	Theresa Selzer	\$21.00	New Hire	20	2/6/2023
Smith, Jordan	NBU - Page	OEP	\$12.00	15	SEU113	Emma Hejik	\$12.00	New Hire	15	2/6/2023
Tran, Phuong	Branch Services Assistant SUB	207	\$20.09	1	450114		\$20.09	Rehire	1	2/5/2023
Zumack, Magdalena	Youth Programming Tutor	OST	\$12.00	10	504113		\$12.00	New Hire	10	2/6/2023

HUMAN RESOURCES DIVISION REPORT LIST NO. 2023-2

February 2023

SEPARATIONS						
NAME	POSITION	COST CENTER	GRADE	SALARY	HRS WEEK	EFFECTIVE DATE
Basnett, Megan	NBU - Page SUB	STV113	OEP	\$13.00	1	2/10/2023
Browne, Jennifer	Grant Coordinator	413112	20	\$33.22	40	2/24/2023
Cahal, Nancy	Administrative Substitute	450114	205	\$16.16	1	1/20/2023
Fehrenbach, Kathryn	Branch Services Assistant SUB	450114	207	\$20.09	1	1/31/2023
Money, Joanna	Shipping Clerk	605111	205	\$16.98	40	1/27/2023
Overly, Christin	NBU - Page	FPR113	OSP	\$13.00	15	1/18/2023
Williams, Kayla	NBU - Page	GFH113	OEP	\$13.00	15	12/22/2022

HUMAN RESOURCES DIVISION REPORT LIST NO. 2023-2

February 2023

ANNIVERSARY PAY ADJUSTMENTS (Not Based on 2080 Hours)								
NAME	POSITION	COST CENTER	GRADE OLD	GRADE NEW	HOURS	SALARY OLD	SALARY NEW	EFFECTIVE DATE
Boersma, Emily	NBU - Page	NRY113	OEP	OEP	12	\$12.00	\$12.50	2/19/2023
Brihn, Alexander	NBU - Page	NRY113	OEP	OEP	12	\$12.00	\$12.50	2/19/2023
Collins, Rex	NBU - Page	MAY113	OEP	OEP	15	\$12.00	\$12.50	2/5/2023
	Branch Services Clerk SUB	450114	205	205	1	\$16.16	\$16.16	
Johnson, Teresa	NBU - Page	GFH113	OEP	OEP	15	\$12.50	\$13.00	2/5/2023

RETIREMENTS							
NAME	POSITION	COST CENTER	GRADE	SALARY	HRS WEEK	HIRE DATE	LAST WORKING DAY
de Brow, Ellen	Branch Services Clerk	MAY111	205	\$22.63	40	8/30/1994	1/31/2023
Gonzalez, Wilfredo	TSD Clerk - Acquisitions	703111	204	\$20.29	40	2/12/1992	2/28/2023
Schroeder Perry, Kimberly	Branch Services Assistant I	BEA111	207	\$28.13	24	6/28/1995	1/31/2023
Wires, Cheryl	Branch Services Assistant I	MDH111	207	\$28.13	24	10/19/1989	2/28/2023

HUMAN RESOURCES DIVISION REPORT LIST NO. 2023-2

February 2023

CHANGES IN HOURS/SALARY/TRANSFERS													
NAME	POSITION	COST CENTER OLD	COST CENTER NEW	GRADE OLD	GRADE NEW	HOURS OLD	HOURS NEW	SALARY OLD	SALARY NEW	REPLACES	REASON	HRS WEEK	EFFECTIVE DATE
Andry, Kimberly	Branch Services Clerk	PAH111	PAH111	205	205	32	40	\$18.63	\$18.63		Increase in Hours	40	1/8/2023
Bradley, Angela	Branch Services Assistant I	BEA111	BEA111	207	207	16	20	\$24.61	\$24.61		Increase in Hours	20	2/5/2023
Clark, Joseph	NBU - Page Branch Services Clerk SUB	GFH111 450114	PWR111 450114	205 205	OSP 205	28 1	15 1	\$16.99 \$13.00	\$13.00 \$16.16		Acting Position Ended	15 1	1/22/2023
Colbaugh, Kristin	Branch Services Clerk SUB	NRY111	450114	205	205	20	1	\$16.16	\$16.16		Transfer to SUB Status	1	2/5/2023
Cuthbertson, Dennis	NBU - Page Branch Services Assistant SUB Branch Services Clerk SUB	BEA113 450114	BEA113 450114 450114	OSP 207 205	OSP 207 205	15 1 1	15 1 1	\$13.00 \$20.09 \$20.09	\$13.00 \$20.09 \$16.16		Add Third Rate	15 1 1	2/5/2023
Freedman, Elyssa	Branch Services Librarian - Teen	MPL111	MPL111	209	208	40	40	\$26.23	\$25.32		Acting Position Ended 2% Union Increase	40	2/5/2023
Giegler, Emily	Branch Services Assistant I Branch Services Clerk SUB	BRV111 450114	BRV111 450114	207 205	207 205	16 1	16 1	\$22.17 \$22.17	\$22.61 \$22.61		2% Union Increase - Retro	16 1	10/16/2022
Grosso, Bernadette	Branch Services Assistant I	PAS111	PAS111	207	207	20	28	\$25.55	\$25.55		Increase in Hours	28	1/22/2023
Haseley, Karen	AES Clerk II	508111	508111	205	205	40	40	\$18.52	\$18.52	Patricia Cronin	Acting to Permanent	40	2/19/2023
Iyer, Lavanya	Digital Navigator	506111	506111	207	207	20	30	\$22.16	\$22.16		Increase in Hours	30	11/27/2022
Kacica, Lauren	AES Instructor Assistant Branch Services Assistant SUB	508111 450114	508111 450114	207 207	207 207	20 1	20 1	\$21.37 \$20.69	\$21.37 \$21.37		Correction to Second Rate	20 1	4/18/2022
Kell, Alexandra	Branch Services Clerk Branch Services Assistant SUB	BKL111	BKL111 450114	205	205 207	16	16 1	\$16.48	\$16.48 \$20.69		Add Second Rate	16 1	2/5/2023
Krauss, Smantha	Youth Programming Tutor	RCH112	504113	OSH	OST	15	10	\$22.24	\$13.00		New Role	10	1/22/2023
Kupiec, Mildred	NBU - Page Branch Services Assistant SUB Branch Services Clerk SUB	OLF113	OLF113 450114 450114	OEP	OEP 207 205	15	15 1 1	\$12.00	\$12.00 \$20.09 \$16.16		Add Second Rate Add Third Rate	15 1 1	2/5/2023
Leisure, Christopher	Monitor - Mentor Branch Services Assistant SUB	BAY113	BAY113 450114	OSM	OSM 207	15	15 1	\$22.24	\$22.24 \$20.09		Add Second Rate	15 1	2/19/2023
Martin, Kimberly	Branch Services Clerk SUB	SLN113	450114	OSP	205	15	1	\$13.00	\$16.16		Transfer to SUB Status	1	2/5/2023

CHANGES IN HOURS/SALARY/TRANSFERS													
NAME	POSITION	COST CENTER OLD	COST CENTER NEW	GRADE OLD	GRADE NEW	HOURS OLD	HOURS NEW	SALARY OLD	SALARY NEW	REPLACES	REASON	HRS WEEK	EFFECTIVE DATE
Mirvic, Emina	Branch Services Clerk Branch Services Assistant SUB	GFH111 450114	GFH111 450114	207 207	205 207	40 1	40 1	\$21.50 \$20.69	\$20.48 \$20.69		Acting Position Ended	40 1	1/22/2023
Mirvic, Emina	Branch Services Clerk Supervisor Branch Services Assistant SUB	GFH111 450114	BPK111 450114	205 207	207 207	40 1	40 1	\$20.48 \$20.69	\$21.50 \$21.50	Joseph Taylor	Promotion Adjust Second Rate	40 1	2/20/2023
Montgomery, Vickey	Student Success Center Coordinator	504113	RCH113	OST	OSH	14	14	\$12.00	\$22.24		New Role	14	2/20/2023
Nay, Kyra	Branch Services Librarian Supervisor	MPL111	MPL111	209	209	40	24	\$29.26	\$29.26		Temporary Reduction of Hours	24	1/30/2023
Niederhausen, Michael	Technology Training Supervisor Branch Services Librarian SUB Sunday Caller - Acting	506111 450111	506111 450111 800111	210 209 209	210 209 206	40 1 1	40 1 1	\$32.41 \$32.41 \$25.23	\$32.41 \$32.41 \$25.23		Add Third Rate	40 1 1	2/19/2023
Raffa, Alicia	Branch Services Clerk Branch Services Assistant SUB	MAY111 450114	MAY111 450114	205 207	205 207	24 1	32 1	\$16.98 \$20.09	\$16.98 \$20.69		Temporary Increase of Hours Correction to Second Rate	32 1	2/19/2023
Robinson, Tanisha	AES Program Specialist	515111	515111	210	210	40	40	\$29.24	\$29.24		Acting to Permanent	40	2/5/2023
Schalk, Maggie (Finn)	Branch Services Assistant II Branch Services Clerk SUB	BCH111 450114	BCH111 450114	207 205	207 205	32 1	32 1	\$22.61 \$22.61	\$23.29 \$22.63		Transfer to BSA II	32 1	2/5/2023
Sinnema, Amy	Branch Services Assistant I	FPR111	MDH111	207	207	24	28	\$22.61	\$22.61		Acting Position Begins	28	2/5/2023
Steiner, Sandra	Branch Services Clerk	MAY111	MAY111	205	205	24	28	\$21.83	\$21.83		Temporary Increase in Hours	28	2/19/2023
Tagliarini, Noelle	Branch Services Assistant II Branch Services Clerk SUB Branch Services Librarian SUB	BRV111 450114 450114	BRV111 450114 450114	207 205 208	207 205 208	32 1 1	32 1 1	\$23.74 \$23.74 \$23.74	\$23.74 \$22.63 \$23.74		Correction to Second Rate	32 1 1	4/3/2022
White, Lynn	Branch Services Assistant II Branch Services Librarian SUB	BRV111	BRV111 450114	207	207 208	40	40 1	\$23.74	\$23.74 \$23.74		Add Second Rate	40	1/22/2023
Wirfel, Charles	TSD Clerk Branch Services Assistant SUB	702111 450114	702111 450114	204 207	204 207	40 1	40 1	\$16.64 \$20.69	\$16.98 \$20.69		Correction to Union 2% Increase - Retro	40 1	10/30/2022
Wirfel, Charles	Branch Services Clerk - Acting Branch Services Assistant SUB	702111 450114	MAY111 450114	204 207	205 207	40 1	28 1	\$16.98 \$20.69	\$17.83 \$20.69		Acting Position Begins	28 1	2/20/2023

HUMAN RESOURCES DIVISION REPORT LIST NO. 2023-2

February 2023

CONFERENCE AND MEETING ATTENDANCE				
NAME	DATE (\$)	AMOUNT	MILEAGE	MEETING
Bailey, Tammy	2/21/2023	\$20.00	\$ -	Adult SRP: All Together Now Palooza / Bainbridge, OH
Barden, Daniel	06/22/2023 - 06/27/2023	\$1,800.00		ALA Annual 2023 / Chicago, IL
Barrett, Megan	02/28/2023 - 03/3/2023	\$0.00	\$ 49.50	ADAMHS Board / De-Escalation Training / Parma, OH
Bartik, Ericableu	5/4/2023	\$0.00	\$ -	Day of Dialog / Virtual
Bartlett, Wendy	06/23/2023 - 06/27/2023	\$1,800.00	\$ -	ALA Annual 2023 / Chicago, IL
Brown, Lisa	4/13/2023	\$75.00	\$ -	2023 Workers Comp State Fund Seminar / Independence, OH
Forsberg, Bethany	01/31/2023 - 05/11/2023	\$373.62	\$ -	Theater 1430 - Stagecraft / Parma, OH
Hogan, Ebony	3/23/2023	\$0.00	\$ -	Northern Ohio Women in Leadership Symposium / Berea, OH
Johnson, Stephanie	2/23/2023	\$80.00	\$ 16.88	NEO - RLS New Supervisors Academy / Twinsburg, OH
Johnson, Stephanie	3/16/2023	\$0.00	\$ -	NEO - RLS New Supervisors Academy / Virtual
Johnson, Stephanie	4/18/2023	\$0.00	\$ -	NEO - RLS New Supervisors Academy / Virtual
Johnson, Stephanie	5/4/2023	\$0.00	\$ 30.63	NEO - RLS New Supervisors Academy / Cuyahoga Falls, OH
Johnson, Stephanie	5/31/2023	\$0.00	\$ -	NEO - RLS New Supervisors Academy / Virtual
Johnson, Stephanie	6/14/2023	\$0.00	\$ -	NEO - RLS New Supervisors Academy / Virtual
Johnson, Stephanie	7/12/2023	\$0.00	\$ -	NEO - RLS New Supervisors Academy / Virtual
Johnson, Stephanie	8/22/2023	\$0.00	\$ -	NEO - RLS New Supervisors Academy / Virtual
Johnson, Stephanie	9/14/2023	\$0.00	\$ -	NEO - RLS New Supervisors Academy / Stow, OH
Kappelman, Kalyn	02/28/2023 - 03-03/2023	\$0.00	\$ -	ADAMHS Board / De-Escalation Training / Parma, OH
Muckerheide, Shayna	03/21/2023 - 03/24/2023	\$0.00	\$ -	De-Escalation and Crisis Intervention Training / Parma, OH
Rak, Kathleen	2/23/2023	\$80.00	\$ -	2023 NEO-RLS New Supervisors Academy - Session 1 / Twinsburg, OH
Rak, Kathleen	3/16/2023	\$0.00	\$ -	2023 NEO-RLS New Supervisors Academy - Session 2 / Virtual

HUMAN RESOURCES DIVISION REPORT LIST NO. 2023-2

February 2023

CONFERENCE AND MEETING ATTENDANCE				
NAME	DATE (\$)	AMOUNT	MILEAGE	MEETING
Rak, Kathleen	4/18/2023	\$0.00	\$ -	2023 NEO-RLS New Supervisors Academy - Session 3 / Virtual
Rak, Kathleen	5/4/2023	\$0.00	\$ -	2023 NEO-RLS New Supervisors Academy - Session 4 / Cuyahoga Falls, OH
Rak, Kathleen	5/31/2023	\$0.00	\$ -	2023 NEO-RLS New Supervisors Academy - Session 5 / Virtual
Rak, Kathleen	6/14/2023	\$0.00	\$ -	2023 NEO-RLS New Supervisors Academy - Session 6 / Virtual
Rak, Kathleen	7/12/2023	\$0.00	\$ -	2023 NEO-RLS New Supervisors Academy - Session 7 / Virtual
Rak, Kathleen	8/22/2023	\$0.00	\$ -	2023 NEO-RLS New Supervisors Academy - Session 8 / Virtual
Rak, Kathleen	9/14/2023	\$0.00	\$ -	2023 NEO-RLS New Supervisors Academy - Session 9 / Stow, OH
Rapp Weiss, Melanie	03/21/2023 - 03/24/2023	\$0.00	\$ -	De-Escalation and Crisis Intervention Training / Parma, OH
Schreiber, Mary	5/18/2023	\$0.00	\$ -	School Library Journal Day of Dialog 2023 Spring / Virtual
Schreiber, Mary	3/9/2023	\$0.00	\$ -	Middle Grade Magic / Virtual
Schreiber, Mary	3/23/2023	\$0.00	\$ 10.08	Northern Ohio Women in Leadership Symposium / Berea, OH
Schreiber, Mary	06/22/2023 - 06/27/2023	\$1,785.00	\$ -	ALA Annual 2023 / Chicago, IL
Spencer, Bryanta	02/28/2023 - 03/3/2023	\$0.00	\$ -	De-Escalation and Crisis Intervention Training / Parma, OH
Thorrat, Lori	06/22/2023 - 06/27/2023	\$1,800.00	\$ -	ALA Annual 2023 / Chicago, IL
Tokarz, Krista	02/28/2023 - 03/3/2023	\$0.00	\$ -	De-Escalation and Crisis Intervention Training / Parma, OH
Trivisonno, Maria	4/28/2023	\$100.00	\$ 40.81	Virginia Hamilton Conference / Kent, OH
Venditti, Gabriel	03/21/2023 - 03/24/2023	\$0.00	\$ -	De-Escalation and Crisis Intervention Training / Parma, OH
		\$7,913.62		

Financial Statement Analysis

January 2023

The budget presented on this report is the Temporary Appropriations and Estimated Revenues as adopted by the Board for the beginning of 2023.

Revenues

We received advances for both of our property tax levies (2.5 and 1.0 Mills) totaling a little over \$3.2 million. The largest advance generally comes to us in February or March for the first half of the year.

Our first monthly distribution for the PLF was received in the amount of \$2,144,161.86. We will begin tracking those amounts monthly, as we did last year. Based on a comparison to last year, this distribution was larger than the amount received in January 2022.

Patron Fines and Fees collected in January were up from last year. We had a substantial increase in passport fees for the month. This was one of our largest amounts received in a month since we began offering this service.

The negative amount in Fines and Fees is a month end reconciliation for the amounts paid in credit cards and will be reconciled in the following month.

The remainder of the revenue accounts are where we would expect them to be one month into our fiscal year.

Expenses

The Salaries and Benefits accounts for one month into our fiscal are within budget. The Insurance Benefits account shows over 10% spent. In January each year, the Library funds a portion of employee health savings accounts for those who chose that type of healthcare coverage. That amount will reflect a more normal percentage after a couple of months into our fiscal year.

The Library Materials accounts reflect an overall expense of 19.7%. This is typical as January is a larger buying month for materials.

Some of the expense accounts show a larger percentage expensed and encumbered. This reflects the blanker purchase orders for the year, which increases the encumbrances.

Investments

There were eight purchases of Commercial Paper for the month of January as follows:

Bank of America Securities \$400,000 at a yield of 5.15%

Mizuho Securities USA \$715,000 at a yield of 5.02%

Bank of America Securities \$250,000 at a yield of 4.92%

JP Morgan Securities \$1,800,000 at a yield of 4.99%

Wells Fargo Securities \$1,200,000 at a yield of 5.15%

Citibank \$2,500,000 at a yield of 4.93%

JP Morgan Securities \$2,000,000 at a yield of 5.08%

Wells Fargo Securities \$600,000 at a yield of 5.03%

Transfers and Advances

There were no transfer or advances for the month.

CUYAHOGA COUNTY PUBLIC LIBRARY										General Fund
REVENUE										8.3% of Year
Fiscal 2023 -January										
Acct. No.	General Fund Line Item Description	2023 Revenue	2022 Final Revenue	2023 MTD Received	2022 MTD Received	2023 YTD Received	2022 YTD Received	2023 % Received	2023 Balance	Notes
1200	General Property Taxes	\$58,128,450.00	\$58,211,919.16	\$3,287,000.00	\$5,008,000.00	\$3,287,000.00	\$5,008,000.00	5.7%	(\$54,841,450.00)	
	Gen Prop Taxes-Rel Estate 2.5 Mills	\$39,428,450.00	\$39,468,008.53	\$1,772,000.00	\$2,966,000.00	\$1,772,000.00	\$2,966,000.00	4.5%	(\$37,656,450.00)	
	Gen Prop Taxes-Rel Estate 1.0 Mills	\$18,700,000.00	\$18,743,910.63	\$1,515,000.00	\$2,042,000.00	\$1,515,000.00	\$2,042,000.00	8.1%	(\$17,185,000.00)	
1250	Intergovernmental	\$32,080,194.47	\$31,116,767.95	\$2,144,161.86	\$2,089,331.52	\$2,144,161.86	\$2,089,331.52	6.7%	(\$29,936,032.61)	
	Public Library Fund	\$27,308,644.47	\$26,345,222.57	\$2,144,161.86	\$2,089,331.52	\$2,144,161.86	\$2,089,331.52	7.9%	(\$25,164,482.61)	
	Property Taxes	\$4,771,550.00	\$4,771,545.38	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	(\$4,771,550.00)	
2200	Grants	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	
2300	Local Government	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	
3100	Patron Fines & Fees	\$600,000.00	\$903,319.09	\$148,901.54	\$28,160.28	\$148,901.54	\$28,160.28	24.8%	(\$451,098.46)	
	Fines and Fees Income	\$50,000.00	\$50,060.47	(\$971.46)	\$14,005.28	(\$971.46)	\$14,005.28	-1.9%	(\$50,971.46)	
	Passport Fee	\$449,400.00	\$627,570.00	\$110,250.00	\$11,305.00	\$110,250.00	\$11,305.00	24.5%	(\$339,150.00)	
	Passport Photo Fee	\$90,000.00	\$216,220.00	\$36,260.00	\$4,050.00	\$36,260.00	\$4,050.00	40.3%	(\$53,740.00)	
	Electric Vehicle Charging	\$600.00	\$562.37	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	(\$600.00)	
	Meeting Room Rental Fees	\$10,000.00	\$8,906.25	\$3,363.00	(\$1,200.00)	\$3,363.00	(\$1,200.00)	33.6%	(\$6,637.00)	
4000	Interest	\$175,000.00	\$332,469.88	\$18,327.09	\$363.39	\$18,327.09	\$363.39	10.5%	(\$156,672.91)	
5500	Services Provided Other Entities	\$5,000.00	\$6,006.00	\$85.00	\$24.00	\$85.00	\$24.00	1.7%	(\$4,915.00)	
6100	Restricted Gifts	\$0.00	\$149,414.22	\$0.00	\$12.94	\$0.00	\$12.94	0.0%	\$0.00	
6500	Unrestricted Gifts	\$10,000.00	\$1,158.04	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	(\$10,000.00)	
8100	Sale of Property	\$25,000.00	\$21,432.77	\$0.00	\$120.00	\$0.00	\$120.00	0.0%	(\$25,000.00)	
8200	Sale of Resale Supplies	\$52,220.00	\$83,754.94	\$9,572.04	\$1,787.11	\$9,572.04	\$1,787.11	18.3%	(\$42,647.96)	
8300	Rental of Real Property	\$23,110.00	\$21,180.50	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	(\$23,110.00)	
8700	Refunds and Reimbursements	\$137,670.00	\$233,593.94	\$7,495.08	\$940.04	\$7,495.08	\$940.04	5.4%	(\$130,174.92)	
8900	Miscellaneous	\$12,000.00	\$18,620.39	\$46.00	\$349.00	\$46.00	\$349.00	0.4%	(\$11,954.00)	
9800	Advances In	\$0.00	\$146,396.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	
9900	Transfers In	\$0.00	\$68,881.01	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	
	Carryover	\$500,000.00	\$500,000.00	\$0.00	\$0.00	\$500,000.00	\$500,000.00	100.0%	\$0.00	
TOTAL -- General Fund		\$91,748,644.47	\$91,814,913.89	\$5,615,588.61	\$7,129,088.28	\$6,115,588.61	\$7,629,088.28	6.7%	(\$85,633,055.86)	
TOTAL -- Capital Fund - 402		\$750,000.00	\$19,514,789.94	\$65,165.92	\$5,122.46	\$65,165.92	\$5,122.46	8.7%	(\$684,834.08)	
TOTAL -- Note Retirement Fund - 301		\$4,457,119.00	\$4,481,224.54	\$119.21	\$0.00	\$119.21	\$0.00	0.0%	(\$4,456,999.79)	
TOTAL -- Trust Fund (Regular) - 701		\$25,000.00	\$102,194.12	\$3,900.13	\$1,682.67	\$3,900.13	\$1,682.67	15.6%	(\$21,099.87)	
TOTAL -- Trust Fund (Special) - 702		\$65,000.00	\$69,759.16	\$5,378.10	\$130.63	\$5,378.10	\$130.63	8.3%	(\$59,621.90)	
TOTAL -- Endowment Fund - 801		\$250.00	\$326.63	\$67.76	\$1.71	\$67.76	\$1.71	27.1%	(\$182.24)	
TOTAL -- Agency Fund (FSA) - 901		\$80,000.00	\$86,002.50	\$8,431.20	\$7,210.34	\$8,431.20	\$7,210.34	10.5%	(\$71,568.80)	
TOTAL -- Project Build - 223		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	
TOTAL -- My Com Neighborhood - 242		\$0.00	\$32,499.67	\$0.00	\$10,833.37	\$0.00	\$10,833.37	0.0%	\$0.00	
TOTAL -- Memory Lab Grant - 243		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	
TOTAL -- WVH Garden Grant - 244		\$0.00	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	
TOTAL -- Adult Education Services - 247		\$769,762.00	\$1,670,824.11	\$175,371.65	\$6,760.38	\$175,371.65	\$6,760.38	22.8%	(\$594,390.35)	
TOTAL -- Family Engagement - 249		\$246,244.00	\$147,299.05	\$15,522.87	\$32,000.00	\$15,522.87	\$32,000.00	6.3%	(\$230,721.13)	
TOTAL -- IPAD Lab - 253		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	
TOTAL -- Food & Culinary Literacy Program		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	
TOTAL -- Hotspot Lending Program		\$110,170.00	\$255,170.28	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	(\$110,170.00)	
TOTAL --Digital Literacy- 265		\$0.00	\$91,000.00	\$33,250.00	\$33,250.00	\$33,250.00	\$33,250.00	0.0%	\$33,250.00	
TOTAL --OH EPA Charging Station- 266		\$0.00	\$26,806.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	
TOTAL -- Student Success - 270		\$261,519.00	\$211,726.90	\$0.00	\$10,000.00	\$0.00	\$10,000.00	0.0%	(\$261,519.00)	
TOTAL -- Summer Camps - 280		\$0.00	\$98,946.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	
TOTAL -- Special School Program. - 293		\$37,207.80	\$118,567.15	\$7,064.67	\$0.00	\$7,064.67	\$0.00	19.0%	(\$30,143.13)	
GRAND TOTAL -- All Funds		\$98,550,916.27	\$118,724,049.94	\$5,929,860.12	\$7,236,079.84	\$6,429,860.12	\$7,736,079.84	6.5%	(\$92,121,056.15)	

CUYAHOGA COUNTY PUBLIC LIBRARY												
BUDGET EXPENDITURE STATUS												
Fiscal 2023 January												
8.3% of Year												
Acct. No.	General Fund Line Item Description	2023 Appropriation	2022 C/O Encumbrance	2022 Final Expended	2023 MTD Expended	2022 MTD Expended	2023 YTD Expended	2022 YTD Expended	2023 Enc + PY Enc	2023 Exp+Enc	2023% Exp+Enc	2023 Balance
1000s	SALARIES & BENEFITS	48.3%										
1110	Salaries	\$30,800,000.00	\$0.00	\$29,339,850.22	\$2,357,172.70	\$2,123,936.07	\$2,357,172.70	\$2,123,936.07	\$0.00	\$2,357,172.70	7.7%	\$28,442,827.30
1400	Retirement Benefits-Employer	\$4,311,302.00	\$0.00	\$4,101,309.03	\$324,681.18	\$300,999.07	\$324,681.18	\$300,999.07	\$0.00	\$324,681.18	7.5%	\$3,986,620.82
1600	Insurance Benefits-Employer	\$9,116,260.00	\$0.00	\$6,597,211.16	\$922,312.33	\$937,221.54	\$922,312.33	\$937,221.54	\$0.00	\$922,312.33	10.1%	\$8,193,947.67
1900	Other Employee Benefits	\$72,438.00	\$0.00	\$23,378.67	\$19,828.16	\$698.75	\$19,828.16	\$698.75	\$0.00	\$19,828.16	27.4%	\$52,609.84
	SUBTOTAL -- SALARIES & BENEFITS	\$44,300,000.00	\$0.00	\$40,061,749.08	\$3,623,994.37	\$3,362,855.43	\$3,623,994.37	\$3,362,855.43	\$0.00	\$3,623,994.37	8.2%	\$40,676,005.63
2000s	SUPPLIES	1.5%										
2100	General Administrative Supplies	\$801,420.00	\$69,065.15	\$769,369.23	\$37,336.28	\$76,447.10	\$37,336.28	\$76,447.10	\$391,994.78	\$429,331.06	49.3%	\$441,154.09
2200	Property Maintenance & Repair Supplies	\$425,185.00	\$1,958.38	\$327,216.72	\$20,819.72	\$19,792.27	\$20,819.72	\$19,792.27	\$406,299.78	\$427,119.50	100.0%	\$23.88
2300	Motor Equipment Fuel & Supplies	\$123,395.00	\$700.00	\$88,557.77	\$7,783.04	\$5,271.64	\$7,783.04	\$5,271.64	\$92,743.87	\$100,526.91	81.0%	\$23,568.09
2500	Supplies for Resale	\$50,000.00	\$0.00	\$60,065.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50,000.00	\$50,000.00	100.0%	\$0.00
	SUBTOTAL -- SUPPLIES	\$1,400,000.00	\$71,723.53	\$1,245,208.72	\$65,939.04	\$101,511.01	\$65,939.04	\$101,511.01	\$941,038.43	\$1,006,977.47	68.4%	\$464,746.06
3000s	PURCHASED & CONTRACTED SERVICES	15.8%										
3100	Travel & Meeting Expenses	\$178,555.00	\$0.00	\$122,327.10	\$1,417.61	\$981.42	\$1,417.61	\$981.42	\$0.00	\$1,417.61	0.8%	\$177,137.39
3200	Communications-Printing & Publications	\$1,136,055.00	\$0.00	\$1,398,864.02	\$131,227.15	\$76,111.43	\$131,227.15	\$76,111.43	\$679,412.43	\$810,639.58	71.4%	\$325,415.42
3300	Property Maintenance & Repair Service	\$5,484,260.00	\$428,508.76	\$5,785,426.62	\$587,666.33	\$307,418.50	\$587,666.33	\$307,418.50	\$3,905,564.25	\$4,493,230.58	76.0%	\$1,419,538.18
3400	Insurance	\$377,300.00	\$0.00	\$362,738.44	\$0.00	\$0.00	\$0.00	\$0.00	\$377,300.00	\$377,300.00	100.0%	\$0.00
3500	Rents and Leases	\$1,016,355.00	\$24,500.00	\$612,860.85	\$52,618.61	\$30,320.75	\$52,618.61	\$30,320.75	\$987,469.53	\$1,040,088.14	99.9%	\$766.86
3600	Utilities	\$1,693,625.00	\$0.00	\$1,425,946.05	\$149,168.99	\$103,251.77	\$149,168.99	\$103,251.77	\$0.00	\$149,168.99	8.8%	\$1,544,456.01
3700	Professional Services	\$2,225,934.00	\$495,427.17	\$3,067,294.75	\$115,450.36	\$99,845.83	\$115,450.36	\$99,845.83	\$1,470,005.87	\$1,585,456.23	58.3%	\$1,135,904.94
3900	Other Contracted Services	\$2,387,916.00	\$274,025.00	\$2,058,335.57	\$664,459.67	\$647,872.24	\$664,459.67	\$647,872.24	\$1,835,489.34	\$2,499,949.01	93.9%	\$161,991.99
	SUBTOTAL -- CONTRACTED SERVICES	\$14,500,000.00	\$1,222,460.93	\$14,833,793.40	\$1,702,008.72	\$1,265,801.94	\$1,702,008.72	\$1,265,801.94	\$9,255,241.42	\$10,957,250.14	69.7%	\$4,765,210.79
4000s	LIBRARY MATERIALS & INFORMATION	10.9%										
4100	Books & Pamphlets	\$6,774,000.00	\$346,645.84	\$7,552,274.61	\$893,807.91	\$839,446.44	\$893,807.91	\$839,446.44	\$751,606.73	\$1,645,414.64	23.1%	\$5,475,231.20
4200	Periodicals	\$160,000.00	\$0.00	\$175,194.91	\$12,476.89	\$462.25	\$12,476.89	\$462.25	\$0.00	\$12,476.89	7.8%	\$147,523.11
4300	Audiovisual Material	\$1,729,000.00	\$150,781.82	\$1,038,259.67	\$119,649.09	\$90,052.79	\$119,649.09	\$90,052.79	\$174,505.35	\$294,154.44	15.6%	\$1,585,627.38
4500	Computer Services & Information	\$1,300,000.00	\$0.00	\$1,226,758.65	\$71,269.09	\$152,237.24	\$71,269.09	\$152,237.24	\$34,044.52	\$105,313.61	8.1%	\$1,194,686.39
4700	Library Material Repair & Restoration	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$0.00
4900	Library Materials-Other	\$37,000.00	\$7,010.00	\$55,585.45	\$6,278.48	\$643.93	\$6,278.48	\$643.93	\$4,339.59	\$10,618.07	24.1%	\$33,391.93
	SUBTOTAL -- LIBRARY MATERIALS	\$10,000,000.00	\$504,437.66	\$10,048,073.29	\$1,103,481.46	\$1,082,842.65	\$1,103,481.46	\$1,082,842.65	\$964,496.19	\$2,067,977.65	19.7%	\$8,436,460.01
5000s	CAPITAL OUTLAY	7.6%										
5100	Purchase of Land	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$0.00
5400	Building Improvements	\$0.00	\$49,627.00	\$218,285.88	\$2,324.00	\$5,500.00	\$2,324.00	\$5,500.00	\$47,303.00	\$49,627.00	100.0%	\$0.00
5500	Furniture & Equipment	\$6,833,060.00	\$1,219,564.42	\$1,279,607.57	\$28,519.00	\$85,847.13	\$28,519.00	\$85,847.13	\$1,542,049.72	\$1,570,568.72	19.5%	\$6,482,055.70
5700	Motor Vehicles	\$166,940.00	\$38,085.00	\$63,706.05	\$98,470.00	\$0.00	\$98,470.00	\$0.00	\$106,555.00	\$205,025.00	0.0%	\$0.00
	SUBTOTAL -- CAPITAL OUTLAY	\$7,000,000.00	\$1,307,276.42	\$1,561,599.50	\$129,313.00	\$91,347.13	\$129,313.00	\$91,347.13	\$1,695,907.72	\$1,825,220.72	22.0%	\$6,482,055.70
7000s	OTHER OBJECTS	0.1%										
7100	Dues and Memberships	\$57,335.00	\$0.00	\$67,547.92	\$19,056.50	\$33,042.92	\$19,056.50	\$33,042.92	\$22,275.00	\$41,331.50	72.1%	\$16,003.50
7200	Taxes and Assessments	\$32,610.00	\$0.00	\$29,889.54	\$7,537.49	\$6,862.90	\$7,537.49	\$6,862.90	\$0.00	\$7,537.49	23.1%	\$25,072.51
7500	Refunds and Reimbursements	\$3,310.00	\$0.00	\$3,347.95	\$55.99	\$25.00	\$55.99	\$25.00	\$0.00	\$55.99	1.7%	\$3,254.01
7900	Other Miscellaneous Expenses	\$1,745.00	\$2,000.00	\$2,607.71	\$122.85	\$20.00	\$122.85	\$20.00	\$2,000.00	\$2,122.85	56.7%	\$1,622.15
	SUBTOTAL -- OTHER OBJECTS	\$95,000.00	\$2,000.00	\$103,393.12	\$26,772.83	\$39,950.82	\$26,772.83	\$39,950.82	\$24,275.00	\$51,047.83	52.6%	\$45,952.17
8000s	CONTINGENCY	0.2%										
8999	Contingency	\$153,644.47	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$153,644.47
	SUBTOTAL -- CONTINGENCY	\$153,644.47	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$153,644.47
9000s	TRANSFERS OUT	15.6%										
9899	Advances to Other Funds	\$0.00	\$0.00	\$45,540.85	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$0.00
9999	Transfers to Other Funds	\$14,300,000.00	\$0.00	\$23,457,520.92	\$0.00	\$13,338.45	\$0.00	\$13,338.45	\$0.00	\$0.00	0.0%	\$14,300,000.00
	SUBTOTAL -- TRANSFERS OUT	\$14,300,000.00	\$0.00	\$23,503,061.77	\$0.00	\$13,338.45	\$0.00	\$13,338.45	\$0.00	\$0.00	0.0%	\$14,300,000.00
	GRAND TOTAL -- General Fund	\$91,748,644.47	\$3,107,898.54	\$91,356,878.88	\$6,651,509.42	\$5,957,647.43	\$6,651,509.42	\$5,957,647.43	\$12,880,958.76	\$19,532,468.18	20.6%	\$75,324,074.83

CUYAHOGA COUNTY PUBLIC LIBRARY												
BUDGET EXPENDITURE STATUS												
Fiscal 2023 January												8.3% of Year
FUND	Line Item Description	2023 Appropriation	2022 C/O Encumbrance	2022 Final Expended	2023 MTD Expended	2022 MTD Expended	2023 YTD Expended	2022 YTD Expended	2023 ENC + PY Enc	2023 Exp+Enc	2023 % Exp+Enc	2023 Balance
223	TOTAL -- Project Build	\$25,647.59	\$0.00	\$14,990.20	\$0.00	\$474.50	\$0.00	\$474.50	\$0.00	\$0.00	0.0%	\$25,647.59
242	TOTAL -- MyCom Neighborhood	\$0.00	\$0.00	\$80,351.51	\$0.00	\$19,043.87	\$0.00	\$19,043.87	\$0.00	\$0.00	0.0%	\$0.00
244	TOTAL -- WVH Garden Grant	\$1,483.45	\$0.00	\$1,970.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$1,483.45
247	TOTAL -- Adult Education Services	\$1,127,409.78	\$0.00	\$1,599,840.58	\$108,034.96	\$90,232.05	\$108,034.96	\$90,232.05	\$11,683.80	\$119,718.76	10.6%	\$1,007,691.02
249	TOTAL -- Family Engagement	\$246,244.00	\$0.00	\$165,384.55	\$7,920.31	\$0.00	\$7,920.31	\$0.00	\$95,334.83	\$103,255.14	0.0%	\$142,988.86
253	TOTAL -- IPAD Lab	\$0.00	\$0.00	\$33.73	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$0.00
256	TOTAL -- Food & Culinary Literacy Programs	\$33,002.69	\$0.00	\$1,064.08	\$360.59	\$0.00	\$360.59	\$0.00	\$0.00	\$360.59	1.1%	\$32,642.10
257	TOTAL -- Hotspot Lending Program	\$145,510.39	\$0.00	\$245,000.00	\$10,000.00	\$14,321.30	\$10,000.00	\$14,321.30	\$0.00	\$10,000.00	6.9%	\$135,510.39
265	TOTAL --Digital Literacy	\$103,073.45	\$0.00	\$222,668.71	\$7,358.45	\$52,278.90	\$7,358.45	\$52,278.90	\$0.00	\$7,358.45	7.1%	\$95,715.00
266	TOTAL --OH EPA Charging Station Grant	\$0.00	\$0.00	\$26,806.00	\$0.00	\$15,930.00	\$0.00	\$15,930.00	\$0.00	\$0.00	0.0%	\$0.00
270	TOTAL -- Student Success	\$277,226.00	\$0.00	\$215,204.29	\$13,543.47	\$12,599.48	\$13,543.47	\$12,599.48	\$6,120.00	\$19,663.47	7.1%	\$257,562.53
280	TOTAL -- Summer Camps	\$0.00	\$0.00	\$37,878.18	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$0.00
293	TOTAL -- Special School Programming	\$37,207.80	\$0.00	\$182,764.37	\$7,500.00	\$5,730.42	\$7,500.00	\$5,730.42	\$0.00	\$7,500.00	20.2%	\$29,707.80
301	TOTAL -- Note Retirement Fund	\$4,487,878.00	\$0.00	\$4,498,249.46	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$4,487,878.00
402	TOTAL -- Capital Fund	\$10,000,000.00	\$1,568,874.76	\$4,789,536.46	\$153,012.02	\$125,180.12	\$153,012.02	\$125,180.12	\$1,471,890.63	\$1,624,902.65	14.0%	\$9,943,972.11
701	TOTAL -- Trust Fund (Regular)	\$140,000.00	\$2,352.98	\$324,591.31	\$2,146.95	\$634.45	\$2,146.95	\$634.45	\$6,164.08	\$8,311.03	5.8%	\$134,041.95
702	TOTAL -- Trust Fund (Special)	\$50,000.00	\$0.00	\$158,969.10	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$50,000.00
801	TOTAL -- Endowment Fund	\$2,500.00	\$322.19	\$2,094.09	\$122.17	\$0.00	\$122.17	\$0.00	\$209.85	\$332.02	11.8%	\$2,490.17
901	TOTAL -- Agency Fund (FSA)	\$100,000.00	\$0.00	\$117,085.27	\$10,413.04	\$7,554.92	\$10,413.04	\$7,554.92	\$0.00	\$10,413.04	10.4%	\$89,586.96
	GRAND TOTAL -- All Funds	\$16,777,183.15	\$1,571,549.93	\$12,684,482.70	\$320,411.96	\$343,980.01	\$320,411.96	\$343,980.01	\$1,591,403.19	\$1,911,815.15	10.4%	\$16,436,917.93

CUYAHOGA COUNTY PUBLIC LIBRARY							
Capital Fund Balances							
Fiscal 2023 -January							
FUND	CC	Project Budget	2023 Expenditures	Expenditures To Date (1)	Encumbered & Unpaid (2)	Project Balance (3)	STATUS
Capital Fund - 402							
Brecksville	013	\$800,000.00	\$0.00	\$6,710.00	\$36,120.00	\$757,170.00	
Brooklyn	019	\$17,500,000.00	\$130,914.13	\$437,286.90	\$827,617.60	\$16,235,095.50	
North Olmsted	046	\$255,000.00	\$20,150.00	\$27,941.06	\$223,782.00	\$3,276.94	
Total Capital Fund - 402		\$18,555,000.00	\$151,064.13	\$471,937.96	\$1,087,519.60	\$16,995,542.44	

CUYAHOGA COUNTY PUBLIC LIBRARY				
All Funds Cash Balance				
Fiscal 2023 --January				
Fund	Beginning Cash Balance	Receipts To Date	Expenditures To Date	Cash Balance
General Fund	\$3,607,898.54	\$5,615,588.61	\$6,651,509.42	\$2,571,977.73
Debt Service	\$30,869.23	\$119.21	\$0.00	\$30,988.44
Capital Fund - 402	\$48,515,463.59	\$65,165.92	\$153,012.02	\$48,427,617.49
Trust Fund - Regular	\$271,514.37	\$3,900.13	\$2,146.95	\$273,267.55
Trust Fund - Special	\$1,389,245.20	\$5,378.10	\$0.00	\$1,394,623.30
Endowment Fund	\$17,503.65	\$67.76	\$122.17	\$17,449.24
Agency Fund	\$21,199.57	\$8,431.20	\$10,413.04	\$19,217.73
Project Build	\$25,622.89	\$0.00	\$0.00	\$25,622.89
Keybank FNDTH College Prep/Entrepreneurship	\$0.00	\$0.00	\$0.00	\$0.00
MyCom Neighborhood	\$1,154.61	\$0.00	\$0.00	\$1,154.61
Memory Lab Grant	\$0.00	\$0.00	\$0.00	\$0.00
WVH Garden Grant	\$1,075.86	\$0.00	\$0.00	\$1,075.86
Adult Education Services (AES)	\$263,898.13	\$175,371.65	\$108,034.96	\$331,234.82
Family Engagement	\$36,914.50	\$15,522.87	\$7,920.31	\$44,517.06
IPAD Lab	(\$0.00)	\$0.00	\$0.00	(\$0.00)
Food & Culinary Literacy Programs	\$32,001.35	\$0.00	\$360.59	\$31,640.76
Hotspot Lending Program	\$10,170.28	\$0.00	\$10,000.00	\$170.28
Digital Literacy	\$101,808.65	\$33,250.00	\$7,358.45	\$127,700.20
Student Success	\$500.00	\$0.00	\$13,543.47	(\$13,043.47)
Summer Camps	\$61,067.82	\$0.00	\$0.00	\$61,067.82
Kindergarten and Baby Kits	\$0.00	\$0.00	\$0.00	\$0.00
Special School Programming	\$0.00	\$7,064.67	\$7,500.00	(\$435.33)
SUBTOTAL	\$54,387,908.24	\$5,929,860.12	\$6,971,921.38	\$53,345,846.98

Agency Securities							
Federal National Mortgage Assoc	BofA Securities Inc/FXD Inc	\$350,000.00	0.25%	May 28, 2020	May 22, 2023		0.63%
Federal Home Loan Mortgage Company	Keybanc Capital Markets, Inc.	\$305,000.00	0.57%	September 30, 2020	September 24, 2025		0.55%
Federal Home Loan Mortgage Company	Wells Fargo Securities, LLC	\$300,000.00	0.27%	October 8, 2020	August 24, 2023		0.54%
Federal Farm Credit Bank	Intl Fcstone Financial Inc	\$250,000.00	0.50%	October 29, 2020	January 27, 2025		0.45%
Federa Farm Credit Bank	JP Morgan Securities LLC	\$250,000.00	0.40%	November 19, 2020	May 16, 2024		0.45%
Federal Home Loan Mortgage Company	Multi-Bank Securities Inc.	\$390,000.00	0.25%	December 4, 2020	December 4, 2023		0.71%
Federal Home Loan Mortgage Company	Citigroup Global Markets, Inc	\$500,000.00	0.27%	January 22, 2021	March 28, 2024		0.90%
Federal Home Loan Mortgage Company	Intl Fcstone Financial Inc	\$500,000.00	0.65%	January 28, 2021	January 28, 2026		0.90%
Federal Farm Credit Bank	Mizuho Securities USA Inc.	\$500,000.00	0.22%	February 12, 2021	February 12, 2024		0.90%
Federal Home Loan Mortgage Company	Keybanc Capital Markets, Inc.	\$300,000.00	0.65%	February 26, 2021	February 26, 2026		0.54%
Federal Home Loan Mortgage Company	Rbc Capital Markets, LLC	\$390,000.00	1.00%	March 23, 2021	March 23, 2026		0.71%
Federal Home Loan Mortgage Company	Rbc Capital Markets, LLC	\$240,000.00	0.50%	May 27, 2021	August 27, 2024		0.43%
Federal Home Loan Mortgage Company	Toronto Dominion Securities	\$250,000.00	0.63%	May 28, 2021	November 27, 2024		0.45%
Federal Home Loan Mortgage Company	Wells Fargo Securities, LLC	\$140,000.00	0.33%	July 29, 2021	December 29, 2023		0.25%
Federal Home Loan Mortgage Company	Great Pacific Securities	\$255,000.00	1.10%	August 30, 2021	August 24, 2026		0.46%
Federal Home Loan Mortgage Company	Baird, Robert W. & Company In	\$200,000.00	0.60%	October 8, 2021	January 7, 2025		0.36%
Federal Home Loan Mortgage Company	Stonex Financial Inc	\$150,000.00	1.50%	February 28, 2022	February 23, 2024		0.27%
Federal Farm Credit Bank	Amherst Pierpont Securities	\$250,000.00	3.37%	May 26, 2022	May 26, 2026		0.45%
Federal Home Loan Mortgage Company	First Tennessee Bank	\$205,000.00	3.12%	May 27, 2022	May 23, 2025		0.37%
Federal Farm Credit Bank	Stonex Financial Inc	\$250,000.00	3.96%	August 17, 2022	August 17, 2026		0.45%
Federal Home Loan Mortgage Company	Wells Fargo Securities, LLC	\$250,000.00	3.35%	August 17, 2022	March 8, 2024		0.45%
Federal Farm Credit Bank	Wells Fargo Securities, LLC	\$500,000.00	3.29%	August 24, 2022	August 24, 2026		0.90%
Federal Home Loan Mortgage Company	Stonex Financial Inc	\$120,000.00	5.00%	October 18, 2022	October 18, 2027		0.22%
Federal Home Loan Mortgage Company	BofA Securities Inc/FXD Inc	\$265,000.00	5.00%	October 20, 2022	October 20, 2025		0.48%
Federal Home Loan Mortgage Company	JP Morgan Securities LLC	\$300,000.00	4.79%	November 2, 2022	March 8, 2024		0.54%
US Government Agency Discount Notes							
Federal Home Loan Bank	Mizuho Securities USA Fxd Inc	\$425,000.00	4.81%	January 25, 2023	July 21, 2023		0.77%
TOTAL PORTFOLIO		\$55,267,905.36					100.00%

CUYAHOGA COUNTY PUBLIC LIBRARY
Purchase Approval List
February 28, 2023

<i>Item</i>	<i>Quantity</i>	<i>Description</i>	<i>Supplier</i>	<i>Unit Cost</i>	<i>Total Amount</i>
		ENCUMBRANCE INCREASES			
1		Development consulting services			
		SUMMARY: Necessary to increase PO from \$15,000 to \$30,000 for additional 3 months of fundraising consultant services.			
		As requested by the Communications and External Relations Division.	Stacy Caddey		\$15,000.00
2		Andrea Elliot, Author visit			
		SUMMARY: Necessary to increase PO from \$20,000 to \$20,350 for additional travel expenses for One Community Read author for 2023.			
		As requested by the Learning and Literacy Division.	The Lavin Agency		\$350.00
3		Mobile hotspots & Internet service			
		SUMMARY: Necessary to increase Blanket PO from \$36,600 to \$215,000 to combine previous separate renewals together to provide internet hotspots for circulation to customers. \$90,000 will be reimbursed by ECF Connectivity Fund.			
		As requested by the Information Technologies Division.	T Mobile		\$178,400.00
4		PCs leased for Innovation Centers			
		SUMMARY: Necessary to increase Blanket PO from \$17,423 to \$17,863 due to updated yearly costs. Lease Year 1 of 4.			
		As requested by the Information Technologies Division.	Hewlett Packard Financial Services		\$440.00
5		Canopy repairs & materials			
		SUMMARY: Necessary to increase PO from \$5,175 to \$16,675 due to added materials cost for repairs at Parma Powers branch.			
		As requested by the Operations-Facilities Division.	DRO Ltd		\$11,500.00

CUYAHOGA COUNTY PUBLIC LIBRARY
Purchase Approval List
February 28, 2023

<i>Item</i>	<i>Quantity</i>	<i>Description</i>	<i>Supplier</i>	<i>Unit Cost</i>	<i>Total Amount</i>
		NEW PURCHASES			
6		Artful Impact programs			
		SUMMARY: Necessary for programs at 5 branches running February through May. As requested by the Learning and Literacy Division.	Art Therapy Studio		\$16,609.00
7		Yearly lease of 396 HP laptops			
		SUMMARY: Necessary for addition of bookable public computer equipment. Lease Year 1 of 4. As requested by the Information Technologies Division.	Hewlett Packard Financial Services		\$122,940.00
8		PC time management software			
		SUMMARY: Necessary to replace public PC management software. As requested by the Information Technologies Division.	Today's Business Solutions		\$34,272.00
9		Meeting room A/V refresh project, Phase 2			
		Brooklyn		\$13,345	
		Chagrin Falls		\$82,361	
		Fairview Park		\$44,236	
		Garfield Hts		\$147,951	
		Maple Hts		\$197,249	
		North Olmsted		\$188,608	
		North Royalton		\$232,684	
		Parma Powers		\$204,639	
		Parma Snow		\$215,331	
		South Euclid		\$199,320	
		Strongsville		\$134,643	
		Warrensville Hts		\$219,744	
		SUMMARY: Necessary for upgrades to meeting room technology at 12 branches As requested by the Information Technologies Division.	iVideo Technologies		\$1,880,111.00

CUYAHOGA COUNTY PUBLIC LIBRARY
Purchase Approval List
February 28, 2023

<i>Item</i>	<i>Quantity</i>	<i>Description</i>	<i>Supplier</i>	<i>Unit Cost</i>	<i>Total Amount</i>
10		Carpet replacement			
		SUMMARY: Necessary to replace worn carpeting at Gates Mills Branch.			
		As requested by the Operations-Facilities Division.	Interfinish		\$31,500.00
11		2020 Ford Edge			
		SUMMARY: Necessary to buy out existing lease for Facilities Director.			
		As requested by the Operations-Facilities Division.	Liberty Ford		\$26,533.00
		GRANT PURCHASES			
12		2023 Summer Fun For Everyone programming & supplies			
		SUMMARY: Necessary for centrally planned summer programs in all branches, Summer Reading Program supplies, and individual branch planned programs.			Not to Exceed
		As requested by the Literacy and Learning Division.	Various		\$51,250.00
		CAPITAL FUND NEW PURCHASES			
13		Signage & Wayfinding program implementation			
		SUMMARY: Necessary for signage planning for new Brooklyn Branch.			
		As requested by the Communications and External Relations Division.	Guide Studios		\$15,000.00
14		Children's Area professional services			
		SUMMARY: Necessary for designs of Children's area for new Brooklyn Branch.			
		As requested by the Operations-Facilities Division.	Luci Creative LLC		\$32,500.00

	Gift Report January 1-31, 2023		
Gift Amount	Donor	Recipient	Purpose
\$300.00	Carol Strama	Branch Trust Fund Berea	In memory of Franz Strama
\$177.00	Friends of the Bay Village Library	Branch Trust Fund Bay Village	Programming and Supplies
\$105.51	Friends of the Beachwood Library	Branch Trust Fund Beachwood	Programming and Supplies
\$223.83	Friends of the Bedford Library	Branch Trust Fund Bedford	Programming and Supplies
\$94.99	Friends of the Bedford Library	Branch Trust Fund Bedford	Programming and Supplies
\$150.00	Friends of the Berea Library	Branch Trust Fund Berea	Programming and Supplies
\$161.77	Friends of the Brecksville-Broadview Heights Library	Branch Trust Fund Brecksville-Broadview	Programming and Supplies
\$268.71	Friends of the Brooklyn Library	Branch Trust Fund Brooklyn	Programming and Supplies
\$58.58	Friends of the Garfield Heights Library	Branch Trust Fund Garfield Heights	Programming and Supplies
\$174.16	Friends of the Independence Library	Branch Trust Fund Independence	Programming and Supplies
\$416.44	Friends of the North Olmsted Library	Branch Trust Fund North Olmsted	Programming and Supplies
\$169.70	Friends of the Orange Library	Branch Trust Fund Orange	Programming and Supplies
\$549.45	Friends of the Orange Library	Branch Trust Fund Orange	Programming and Supplies
\$508.91	Friends of the Solon Library	Branch Trust Fund Solon	Programming and Supplies
\$2,120.57	Friends of the Strongsville Library	Branch Trust Fund Strongsville	Community Guide
\$2,000.00	Jerrie B. Barnett*-Estate Gift	Branch Trust Fund Bay Village	Programming and Supplies
\$100.00	Marla & Joseph Shafran Foundation	Branch Trust Fund Beachwood	Programming and Supplies
\$300.00	North Olmsted Board of Education	Branch Trust Fund North Olmsted	StoryWalk
\$200.00	Strongsville Community Theatre	Branch Trust Fund Berea	In memory of Franz Strama
\$33,250.00	The Cleveland Foundation	CCPL	Digital Navigator 2021-2022
\$33,250.00	The Cleveland Foundation	CCPL	Digital Navigator 2022-2023

PERMANENT ANNUAL APPROPRIATION RESOLUTION

The Board of Library Trustees of the Cuyahoga County Public Library District, Cuyahoga County, Ohio, met in

Regular session on the 28th day of February 2023, at the office of The Board with the following members present:

_____ moved the adoption of the following Resolution:

BE IT RESOLVED by the Board of Library Trustees of the Cuyahoga County Public Library District, Cuyahoga County, Ohio, that to provide for the current expenses and other expenditures of said Board of Library Trustees, during the fiscal year, ending December 31st, 2023, the following sums be and the same are hereby set aside and appropriated for the several purposes for which expenditures are to be made for and during said fiscal year, as follows, viz:

That there be appropriated from the

General Fund		\$90,833,611.60
Special Revenue Fund Total		\$3,446,094.77
Libraries Accelerating Learning	\$428,157.56	
Project Build	\$25,622.89	
MyCom Neighborhood	\$1,154.61	
WVH Garden	\$1,075.86	
Adult Education Services	\$1,186,254.75	
Family Engagement	\$309,066.50	
Food & Culinary Literacy Program	\$32,001.35	
Hotspot Lending Program	\$130,170.28	
Digital Literacy	\$101,808.65	
SLN Innovation Center	\$850,000.00	
Student Success	\$280,417.25	
Summer Camps	\$61,067.82	
Special School Programming	\$39,297.25	
Note Retirement Fund		\$4,527,878.00
Capital Fund-402		\$10,000,000.00
Regular Trust Fund		\$140,000.00

Special Trust Fund	\$850,000.00
Endowment Trust Fund	\$2,500.00
Agency Fund	\$100,000.00
GRAND TOTAL - ALL APPROPRIATIONS	\$109,900,084.37

CONTINUANCE

_____seconded the Resolution and the roll called upon its adoption, the vote

resulted as follows:

_____	Aye
_____	Aye
_____	Aye
_____	Aye
_____	Aye
_____	Aye
_____	Aye

The State of Ohio, Cuyahoga County, ss.

I, Scott A. Morgan Clerk of the Board of Library Trustees, Cuyahoga

County Public Library District, in said County, and whose custody the Files, Journals and Records of said Board

are required by the Laws of the State of Ohio to be kept, do hereby certify that the foregoing Annual

Appropriation Resolution is taken and copied from the original Resolution now on file with said Board,

that the foregoing Resolution has been compared by me with the said original and that the same is a true

and corrected copy thereof.

Witness my signature, this 28th day of February, 2023.

Scott A. Morgan

Fiscal Officer of the Board of Library Trustees of the

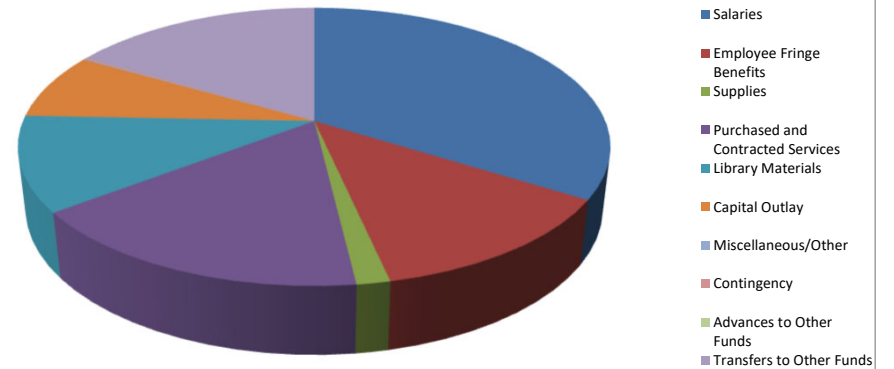
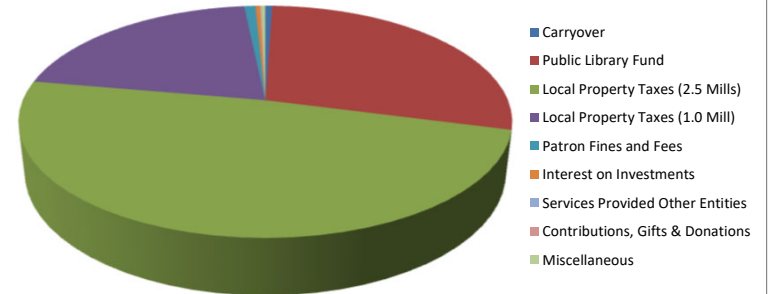
Cuyahoga County Public Library District

Cuyahoga County, Ohio

CUYAHOGA COUNTY PUBLIC LIBRARY
BUDGET PREPARATION
Fiscal 2023-Permanent

Summary Report
General Fund

Description	2023 Proposed Budget	2022 Actuals	2021 Actuals	2020 Actuals
REVENUE				
Carryover	\$500,000.00	\$500,000.00	\$947,747.99	\$3,217,447.21
Public Library Fund	\$25,883,070.75	\$26,345,222.57	\$24,353,461.58	\$21,595,432.22
Local Property Taxes (2.5 Mills)	\$44,200,000.00	\$44,239,553.91	\$44,089,812.98	\$43,309,612.49
Local Property Taxes (1.0 Mill)	\$18,700,000.00	\$18,743,910.63	\$18,605,731.12	\$0.00
Patron Fines and Fees	\$800,000.00	\$903,319.09	\$657,617.11	\$444,981.45
Interest on Investments	\$300,000.00	\$332,469.88	\$12,621.84	\$37,660.77
Services Provided Other Entities	\$5,000.00	\$6,006.00	\$5,015.62	\$3,059.91
Contributions, Gifts & Donations	\$100,000.00	\$150,572.26	\$63,658.36	\$44,469.91
Miscellaneous	\$300,000.00	\$378,582.54	\$1,021,680.98	\$746,228.15
Advances from Other Funds	\$45,540.85	\$146,396.00	\$0.00	\$49,565.70
Transfers from Other Funds	\$0.00	\$68,881.01	\$0.00	\$408,392.80
TOTAL	\$90,833,611.60	\$91,814,913.89	\$89,757,347.58	\$69,856,850.61
EXPENDITURES				
Salaries	\$30,800,000.00	\$29,339,850.22	\$27,721,271.74	\$24,416,071.94
Employee Fringe Benefits	\$11,500,000.00	\$10,721,898.86	\$10,803,930.10	\$10,841,932.08
Supplies	\$1,400,000.00	\$1,245,208.72	\$1,001,570.93	\$830,098.75
Purchased and Contracted Services	\$15,000,000.00	\$14,833,793.40	\$13,287,559.16	\$9,120,279.97
Library Materials	\$10,000,000.00	\$10,048,073.29	\$9,863,080.75	\$8,492,316.61
Capital Outlay	\$7,000,000.00	\$1,561,599.50	\$1,786,109.37	\$2,109,165.99
Miscellaneous/Other	\$100,000.00	\$103,393.12	\$83,213.62	\$64,158.94
Contingency	\$133,611.60	\$0.00	\$0.00	\$0.00
Advances to Other Funds	\$0.00	\$45,540.85	\$146,396.00	\$0.00
Transfers to Other Funds	\$14,900,000.00	\$23,457,520.92	\$24,041,621.14	\$13,024,341.27
TOTAL	\$90,833,611.60	\$91,356,878.88	\$88,734,752.81	\$68,898,365.55



CUYAHOGA COUNTY PUBLIC LIBRARY

TO APPROVE REAL ESTATE PURCHASE AGREEMENT WITH THE CITY OF BROOKLYN, OHIO

WHEREAS, the Cuyahoga County Public Library System is a political subdivision of the State of Ohio organized under the Ohio Revised Code and this Board is acting under the relevant provisions of the Ohio Revised Code including 3375.404, and

WHEREAS, the Library has identified certain real property containing approximately 3 acres located on Memphis Road, (the "Site") in the City of Brooklyn, Ohio (the "City") which real property is currently owned by the City as real property which would be advantageous for construction of a new library facility to serve the residents of Cuyahoga County; and,

WHEREAS, the Library and the City desire to enter into the attached Real Estate Purchase Agreement (the "Agreement") which provides the terms and conditions under which the City will provide any variances that are required for the construction of the Facility as defined below; and,

WHEREAS, the City shall cooperate with the Buyer in obtaining the necessary approvals and permits in order to construct the Facility, subject to the procedures and discretion of the Board of Zoning Appeals and the Council of the City as delineated in its Charter and ordinances, and the laws of the State of Ohio; and,

WHEREAS, after a due diligence period, the Library shall purchase the Site from the City for consideration in the amount of one dollar (\$1.00) and construct a new facility thereon (the "Facility") at the Library's sole cost and within the time period prescribed in the Agreement, subject to the terms and conditions of the Agreement.

WHEREAS, the Board of Trustees shall approve in substantially the form presented herein and the Executive Director may execute the same on behalf of the Board. The Executive Director is authorized to approve additional modifications to the same prior to execution provided the same do no materially alter the economics presented in the approved Agreement.

NOW THEREFORE BE IT RESOLVED BY THE CUYAHOGA COUNTY PUBLIC LIBRARY BOARD OF TRUSTEES THAT:

SECTION 1

This Board hereby approves the form of the Real Estate Purchase Agreement with the City attached hereto as **Exhibit A**.

SECTION 2

The Board hereby authorizes and directs the Executive Director, as appropriate, alone or in conjunction with the others to execute and deliver, in the name and on behalf of the Library, the Real Estate Purchase Agreement and all deeds, easements, certificates and other agreements as shall be necessary to execute the transactions contemplated in the Real Estate Purchase Agreement.

SECTION 3

It is found and determined that all formal actions of the Board of Trustees concerning and relating to this legislation were adopted in an open meeting of this Board and that all deliberations of this Board in any of its committees that resulted in this formal action were meetings open to the public in compliance with all legal requirements, including relevant provisions of the Ohio Revised Code.

Approved February 28, 2023

Dean E. DePiero, President

Maria L. Spangler, Secretary

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (this “Agreement”) is made and entered into this ____ day of _____, 2022, (the “Effective Date”) by and between **CUYAHOGA COUNTY PUBLIC LIBRARY** (“Buyer”) and the **CITY OF BROOKLYN**, Ohio (f/k/a Village of Brooklyn), an Ohio municipal corporation (“City”). Buyer and City may be referred to hereafter collectively as the “Parties” or individually as a “Party”.

RECITALS:

A. Buyer’s Board of Trustees has reviewed sites for the construction of new library facilities in Cuyahoga County in furtherance of its mission to be at the center of community life by providing an environment where reading, lifelong learning and civic engagement thrive.

B. Buyer wishes to purchase an approximately ___3_____ acres piece of real property, and all appurtenances, hereditaments, rights, privileges and easements belonging or in any way appertaining thereto and located on Memphis Avenue in the City of Brooklyn, Ohio, and generally depicted upon **Exhibit A**, attached hereto and made a part hereof (the “Property”) (Exhibit A also depicts the current proposed locations for various ingress/egress points, shared parking and utilities), and City wishes to sell the Property to Buyer to support community amenities, spur economic development, community development and economic stimulus in the City.

C. Buyer will construct and operate an approximately 25,000 square foot library building (the “Facility”) upon the Property.

WITNESSETH:

For and in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the adequacy, sufficiency, and receipt of which are hereby acknowledged, and intending to be legally bound hereby, the Parties hereto agree as follows:

1. Agreement to Sell. City shall sell, convey and assign to Buyer, and Buyer shall purchase, take and accept from City all of City’s right, title, and interest in and to the Property.

2. Purchase Price. The purchase price (“Purchase Price”) for the Property shall be One Dollar (\$1.00) payable in the form of immediately available funds paid on the Closing Date (as defined in Section 7).

3. Title Commitment; Title Policy and Survey. (a) First American Title Insurance Company (“Title Company”) shall serve as Escrow Agent (“Escrow Agent”) and title

insurer, subject to Escrow Agent's standard conditions for the acceptance of escrow, except as otherwise expressly provided herein.

(b) The "Inspection Period" shall commence upon execution of this Agreement by the Parties and shall terminate upon Closing (as defined in Section 7).

(c) During the Inspection Period, Buyer shall obtain a commitment from the Title Company for owner's title insurance in an amount satisfactory to Buyer (the "Title Commitment"), showing that City has good and marketable fee simple title to the Property, free and clear of all liens and encumbrances except: (i) those specifically set forth in this Agreement; (ii) zoning and building laws, ordinances and regulations; (iii) legal streets and highways; and (iv) easements, conditions and restrictions of record, if any, that will not interfere with Buyer's intended use of the Property or its ability to construct and operate the Facility on the Property (collectively, the "Permitted Encumbrances"). The Title Commitment shall include the results of a special tax search and examination for any financing statements filed of record which affect the Property.

Within fifteen days (15) days of Buyer's receipt of the Title Commitment, Buyer shall review the Title Commitment and if the Title Commitment reveals any matter which affects the marketability of the Property or is otherwise objectionable to Buyer (collectively "Objectionable Matters"), Buyer shall give City written notice thereof and, City may, within thirty (30) days thereafter, remedy or remove any such Objectionable. If City is unable or unwilling to remedy or remove any Objectionable Matters during the thirty (30) day period, Buyer shall have the option of either (i) terminating this Agreement in which event all funds and documents previously paid, deposited or advanced by Buyer shall be immediately returned to Buyer, both Parties shall thereafter be released from all further obligations under this Agreement and neither Party shall have any further liability to the other Party hereto, or (ii) taking title to the Property subject to said matters.

Up to and including the Closing Date, Buyer may request updates to the Title Commitment which must disclose no change in the state of the title to the Property (if any change is so disclosed, Buyer shall have all of the rights set forth in the immediately following paragraph in this Section to the extent that Buyer deems any of such changes objectionable).

Buyer shall cause Title Company to issue to Buyer, on or within ten days of Closing, a 2006 ALTA Owner's Policy of Title Insurance (the "Title Policy") for the Property in an amount solely determined by Buyer, insuring good and marketable title, subject only to the Permitted Encumbrances, with the standard printed exceptions deleted, and with such endorsements as Buyer may request in its sole discretion. City shall provide an appropriate owner's affidavit or otherwise satisfy the requirements of Title Company relating to the deletion of the so-called "standard printed exceptions".

(d) During the Inspection Period, Buyer shall have the right to obtain, at Buyer's sole cost and expense, a survey plat and legal description of the Property prepared by a surveyor registered and licensed in Ohio (the "Survey"). The Survey shall be an ALTA/NSPS land title survey prepared in accordance with "Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys", which shall include such Table A items as specified by Buyer, and shall be

certified to Buyer, Title Company, and any other person Buyer may designate. The legal description set forth in the Survey shall be attached to the Deed (as defined in Section 7) as an exhibit.

Upon Buyer's receipt of such Survey:

- i. Buyer shall review the Survey in conjunction with the Title Commitment and shall notify City in writing within sixty (60) days of receipt of the Survey of any objection(s) thereto (the "Survey Objections").
- ii. City shall have the right but not the obligation to cure the Survey Objections within twenty (20) days after City's receipt of Buyer's notice. If the Survey Objections are not cured, Buyer shall have the option to (i) accept the Property subject to the Survey Objections, or (ii) terminate this Agreement by giving written notice to City of such termination, in which event all funds and documents previously paid, deposited or advanced by Buyer shall be immediately returned to Buyer, both Parties shall thereafter be released from all further obligations under this Agreement and neither Party shall have any further liability to the other Party hereto.
- iii. The failure of Buyer to notify City of objection(s) to the Survey within the time period set forth in subsection (d)(i), above, shall constitute an acceptance thereof by Buyer.

4. Buyer's Right to Inspect the Premises.

(a) During the Inspection Period, Buyer and its authorized representatives shall have the right to enter upon the Property following the execution of this Agreement to make test borings, drainage tests, surveys, engineering and architectural studies, inspections of well and septic systems and for other purposes it may require for ascertaining the suitability and the acceptability of the Property for Buyer's purposes, including, but not limited to, conducting a Phase I and/or Phase II environmental audit/study of the Property (the "Environmental Studies"). Buyer agrees to pay the total cost of the Environmental Studies. City shall cooperate with Buyer and its authorized representatives in providing information and access to the Property necessary to complete the Environmental Studies. Buyer agrees to be responsible for any and all damages to the Property or to others causes as a result of its inspection and to defend, indemnify and hold City harmless from the same to the extent permitted by applicable law.

(b) City shall provide Buyer with the following, provided that they are in City's possession: (i) copies (or written summaries in the event of verbal contracts or engagements) of all environmental audits or studies, reports of soil borings tests, inspection reports prepared by any structural or mechanical engineer, or any other documents related to the environmental and/or soil conditions of/at the Property; (ii) copies of all licenses, permits, authorizations or approvals; (iii) copies of the most recent title insurance policies relative to the Property; and (iv) any engineering and design plans with respect to on-site infrastructure (i.e. utility improvements) in City's possession upon the execution hereof.

(c) Buyer shall have the right, if the foregoing inspection or documents, reveals a condition or state of facts which in Buyer's reasonable opinion would materially interfere with Buyer's intended use of the Property or adversely affects the desirability of the Property, to terminate this Agreement by written notice to City and Escrow Agent at any time during the Inspection Period and for ten (10) days thereafter. Upon receipt of such notice, all Parties shall be released from their obligations hereunder and Buyer shall deliver to City the originals and all copies of the items delivered to Buyer by City during the Inspection Period including, without limitation, those items described in subsection 4(b) and all reports prepared pursuant to subsection 4(a).

5. City's Obligations.

(a) City shall:

- i. Cooperate in approving Buyer's lot split (subdivision) applications and site plan and improvements (such site plan and improvements being at Buyer's expense), approving direct access to the Property from Memphis Drive for public ingress and egress (see Exhibit A – marked "Shared Ingress & Egress Easement"; hereinafter referred to as the "Shared Access Easement") and providing mutually agreeable easements for such ingress and egress and for reasonable mutually shared parking with access on Buyer's Property and City adjacent land (see Exhibit A – areas marked "parking reasonably shared for public" and marked "access"; hereinafter referred to as the "Shared Reciprocal Parking Easements") and for utilities including, but not limited to, storm and sanitary sewer, water, electric, gas and others (hereinafter referred to as the "Utility Easements") (note: except as provided in subsection (v) below, Buyer is responsible for the cost of its own utility connections);
- ii. Provide signed copies of any required written easements shown on the final mutually agreeable site plan or otherwise required by this Agreement; and
- iii. Cooperate with respect to any variances that are required for the construction and operation of the Facility.
- iv. Cooperate with Buyer in obtaining the necessary approvals and permits in order to obtain lot split (subdivision) approval and construct and operate the Facility.
- v. Deliver the Property at Closing in an otherwise construction ready condition such that the Premises is buildable without extraordinary measures. Without limitation, at City expense: the existing aircraft and military monument shall be removed; existing municipal building shall be demolished with site cleared free of debris; underground structures and foundations removed; with stable soils/geotechnical conditions for construction; underground storage tanks removed and any contamination

remediated; and all utilities available at the Premises property line with any necessary easements or rights of way of same in place.

6. Buyer's Obligations.

(a) Buyer shall draft and provide mutually agreeable forms of easements/cross-easements for (i) the "Shared Access Easement", (ii) the "Shared Reciprocal Parking Easement" and (iii) the "Utility Easements" (the noted easements and those required for the construction and operation of the Facility are sometimes referred to as the "Project Easements") and shall commence construction of the Facility within a reasonable time after Closing and after all Preconditions to Construction (as defined in Section 9) have been satisfied. The Parties contemplate that the Facility will include space for collections of current books, media, and other materials for circulation; public computers; high speed internet access available to the public; a homework center service and computer instruction; meeting room(s) and quiet study space; and an early childhood play, learn and grow area and welcoming space for teens. The Facility will serve as a community public library consistent with Buyer's mission.

(b) Buyer shall pay, or cause to be paid through public and private funds, the costs related to the development, construction and operation of the Facility, not, however, including any costs related to the items and improvements to be performed by the City to meet the requirements in Section 5 above.

(c) Prior to the Closing, Buyer shall provide a tentative construction schedule to City, (the "Schedule"). Buyer shall provide an updated Schedule to City upon commencement of construction of the Facility ("Commencement of Construction").

(d) Buyer shall use its good faith efforts to complete construction of the Facility by approximately _____.

7. Closing. (a) The transfer of the Property shall close within ten (10) business days after the Preconditions to Closing (as defined in Section 9 below) have been satisfied as determined by Buyer and City (the "Closing Date" or "Closing"). Buyer shall notify Escrow Agent that the Preconditions to Closing have been satisfied. The Parties may agree in writing to change the Closing Date. City shall execute and deliver the following items to the Escrow Agent no later than one (1) day prior to the Closing Date: (i) a warranty deed (the "Deed"); (ii) a recordable satisfaction and release of any liens on the Property which are not Permitted Encumbrances; (iii) such affidavits and indemnities as are reasonably requested by the Title Company in order to delete the standard printed exceptions and otherwise enable the Title Policy to be issued; and (iv) an ordinance authorizing City to enter into this Agreement and to consummate the transactions contemplated hereunder, subject to the discretion of the City Council to enact said ordinance pursuant to the laws of the City of Brooklyn and the State of Ohio.

(b) The Deed shall contain a reservation or grant (as applicable) of the easements and rights of way provided in this Agreement (if not otherwise contained in the separate Project Easements to be recorded at Closing) together with the following special provisions and restrictions: (i) if after construction of a public library facility on the Premises, the provisions of

library services, library equipment, library materials/resources and programming are no longer provided on the Property or the Property ceases to be used as a public library, or (ii) cease to provide public library services substantially free of charge to the public, then if after sixty (60) days written notice and opportunity to cure, such provisions violated are not cured (provided if a cure is initiated in good faith and such cure pursued continuously thereafter, the sixty day period shall be extended by such period as the cure is being diligently pursued to completion not, however to exceed 180 days), the Premises shall revert back to the City of Brooklyn, Ohio; provided, however, the reversion shall not apply if required uses or services to be provided or operations are prevented in whole or material part due to Force Majeure as long as recommenced after the expiration or removal, if any, of the Force Majeure. For purposes of this covenant [and this Agreement], Force Majeure means failure to perform or delay in performing, operating or providing any services or amenity caused by fire, earthquake, explosion, flood, hurricane, the elements, acts of God, epidemic, acts of any public enemy, action, restrictions, limitations, or interference of governmental authorities or agents, war, invasion, insurrection, rebellion, riots, strikes or lockouts or any other cause whether similar or dissimilar to the foregoing which is beyond the reasonable control of a party.

(c) This Agreement shall serve as joint escrow instructions to Escrow Agent. Escrow Agent may attach its standard terms which shall govern insofar as they do not conflict herewith.

(d) The Escrow Agent shall close the transaction by:

- i. Filing the Deed for record and any easements (including, but not limited to the Project Easements) required by this Agreement;
- ii. Charging the Parties for prorations and costs as provided herein; and
- iii. Disbursing the funds and delivering the documents (or fiscal officer's receipt) deposited with it as provided herein.

(e) Escrow Agent shall charge the following costs and expenses to Buyer on the Closing Date (the "Closing Costs"): (i) the premium to issue the Title Policy (ii) the cost of the Survey, if any; (iii) the fees for filing the Deed; (iv) the cost of any applicable real estate transfer tax or conveyance fee, if any; (v) the cost of the title examination for the Property and the fee for issuance of the Title Commitment; and (vi) the escrow fee. Buyer shall deposit any amounts needed to satisfy the Closing Costs with the Escrow Agent on or prior to the Closing Date.

8. Preconditions to Closing. All of Buyer's obligations to Closing are conditioned on the following (the "Preconditions to Closing"):

- (a) Satisfaction of the title and Survey conditions as set forth in Section 3;
- (b) Satisfaction of the inspection conditions as set forth in Section 4;
- (c) Completion of the City's obligations in Section 5(a) to the extent required by Buyer prior to or at Closing;

(d) The representations and warranties of City set forth in this Agreement shall be true and correct on the Closing Date;

(e) Passage of a resolution by the Board of Trustees of Buyer authorizing the transactions contemplated by this Agreement;

(f) The filing by with Cuyahoga County by City of any required subdivision plat, mutually acceptable to both Buyer having been prepared by Buyer and submitted by Buyer for City and Cuyahoga County preapproval and City, with Cuyahoga County to legally constitute the Property as a separate conveyable tax parcel and permit its conveyance to Buyer;

Unless the Preconditions to Closing are satisfied or have been waived in writing by Buyer no later than _____, this Agreement shall terminate upon written notice by Buyer to City and the Escrow Agent, and following such notice, neither Party shall have any further liability to the other, except that all documents shall forthwith be returned to Buyer or City, as the case may be.

9. Preconditions to Construction of Facility. The following are the preconditions to the commencement of construction of the Facility by Buyer (collectively, the “Preconditions to Construction”):

(a) City, in cooperation with Buyer, and subject to the laws of the City of Brooklyn and the State of Ohio, shall ensure that the Property is zoned in compliance with the construction and operation of the Facility; and

(b) Creation and recording of mutually agreeable easements and rights of way for utilities and ingress/egress affecting the Property including, but not limited to the Project Easements and those as depicted on **Exhibit A** (if any) and as provided in this Agreement.

Subject to funds availability and subject to Force Majeure events, Buyer shall commence construction pursuant to the Schedule within a reasonable time after receiving written permits for the construction of the Facility.

10. Signage. City will ensure that Buyer’s is permitted signage on the Property and access roads thereto with Buyer approved visitors to Memphis Avenue such as exits and entrances. City authorizes Buyer to install an LED sign on Memphis Avenue in front of the Facility provided the same meets all city laws, codes and ordinances and Buyer obtains proper City approvals.

11. Compliance. Buyer agrees to comply with all applicable federal, state and local laws, regulations and ordinances in connection with the construction of the Facility (subject to any variances granted by City), and the use, operation and maintenance thereof and otherwise in connection with the performance of their rights, duties and obligations pursuant to this Agreement. City agrees to cooperate with and support the Buyer’s efforts to obtain all requisite permits and approvals in connection with the development and construction of the Facility.

12. City's Representations and Warranties. City represents, warrants and agrees that:

(a) It is a municipal corporation in full force and effect under the Constitution and laws of the State of Ohio.

(b) This Agreement is a valid and binding instrument enforceable against City in accordance with its terms.

(c) To the best of City's knowledge, it is not in violation of or in conflict with any provision of the laws of the State of Ohio which would impair its ability to observe and perform its covenants, agreements and obligations under this Agreement.

(d) City has and will have full power and authority (i) to execute, deliver, observe and perform this Agreement, and (ii) to enter into, observe and perform the transactions contemplated in this Agreement.

(e) City is the sole owner of the Property, free and clear of all liens, claims, encumbrances, restrictive environmental covenants (including any institutional controls or restrictions on the use of the Property), and rights of others except for the Permitted Encumbrances, and will convey same to Buyer subject only to the Permitted Encumbrances. No party is in possession of the Property or any portion thereof, whether as a lessee or tenant at sufferance. There is no option to purchase, right of first refusal to purchase or agreement for the sale and purchase of the Property or any portion thereof to any person or entity, except for this Agreement.

(f) There is no action, suit, investigation, or proceeding pending, or to the knowledge of City, threatened against the Property or any portion thereof, in any court or by any federal, state, county or municipal department, commission, board, agency, or other governmental instrumentality.

(g) No unpaid improvements which might ripen into and form the basis of a mechanics' lien have been or will be made to the Property prior to the Closing Date.

All representations and warranties of City shall survive the execution and delivery of this Agreement.

13. Buyer Representations and Warranties. Buyer represents, warrants and agrees that:

(a) Buyer is a political subdivision in full force and effect under the Constitution and laws of the State of Ohio.

(b) This Agreement will be a valid and binding instrument enforceable against Buyer in accordance with its terms.

(c) Buyer is not in violation of or in conflict with any provision of the laws of the State of Ohio which would impair its ability to observe and perform its covenants, agreements and obligations under this Agreement.

(d) Buyer has and will have full power and authority (i) to execute, deliver, observe and perform this Agreement, and (ii) to enter into, observe and perform the transactions contemplated in this Agreement.

All representations and warranties of Buyer shall survive the execution and delivery of this Agreement.

14. Events of Default; Remedies.

(a) Except as otherwise provided in this Agreement, in the event of breach of any terms or conditions of this Agreement by any Party, such Party shall, upon written notice from the other Party, proceed promptly to cure or remedy such breach, and, in any event, shall accomplish such cure or remedy within thirty days after receipt of such notice (or if such default is other than payment of money and is not amenable to cure within thirty days, shall commence to cure the default within thirty (30) days and thereafter diligently continue such cure to completion), unless such default is one that would harm the non-defaulting Party if the defaulting Party were allowed thirty (30) days to cure. In case such action is not taken within such time or in such manner, or the default or breach shall not be cured or remedied within such time, then the Party asserting breach may institute such proceedings at law or in equity as may be necessary or desirable in its opinion to remedy such breach.

(b) Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided, or any other remedies provided by law or equity, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any damages accruing to a Party by reason of the violation of any of the other Party's obligations hereunder. Forbearance by a party to enforce one or more of the remedies herein provided upon the occurrence of an event of default shall not be construed to constitute a waiver of such default.

(c) Except as otherwise provided herein, neither Party shall be considered in default of its obligations to be performed hereunder, if delay in the performance of such obligations is due to unforeseeable causes beyond its control and without its fault, including but not limited to, acts of God or of the public enemy, acts of terrorism, acts of the Federal or state government, acts or delays of the other Party, fires, floods, unusually severe weather, epidemics, freight embargoes, unavailability of materials, strikes, or delays of contractors, subcontractors or materialmen due to any of such causes; but not including lack of financing or financial capacity by City or Buyer (collectively, "Force Majeure"), it being the purpose and intent of this paragraph that in the event of the occurrence of any such delay, the time or times for performance of such obligations shall be extended for the period of the delay; provided, however, that the Party seeking the benefit of the provisions of this paragraph shall within fourteen (14) days after the beginning of such delay, notify the other Party in writing thereof and of the cause thereof and of the duration thereof, or, if a continuing delay and cause, the estimated

duration thereof, and if the delay is continuing on the date of notification, within thirty (30) days after the end of the delay, notify the other Party in writing of the duration of the delay.

15. Miscellaneous.

(a) **No Personal Liability.** No covenant, obligation or agreement of any Party contained in this Agreement shall be deemed to be a covenant, obligation or agreement of any present or future officer or employee of City or Buyer. No officer or employee of either City or Buyer, including, but not limited to, the members of the City Council of City, any City official, the members of the Board of Trustees of Buyer or any employee of Buyer, shall be liable personally by reason of the covenants, obligations or agreements of either City or Buyer contained in this Agreement.

(b) **Notices.** All notices, requests, demands and other communications between the Parties required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and (i) deposited in the United States Mail by registered or certified mail, postage pre-paid, or (ii) sent by any nationally recognized courier delivery service, and addressed as follows:

If to City:

ATTN: Law Director
City of Brooklyn
7619 Memphis Avenue
Brooklyn, Ohio 44144

If to Buyer:

Cuyahoga County Public Library
2111 Snow Road
Parma, Ohio 44134
Attn: Operations Director/Fiscal Officer

With a copy to:

Brian J. Moore, Attorney
Roetzel & Andress
900 One Cleveland Center
1375 East Ninth Street
Cleveland, Ohio 44114

(c) **Entire Agreement.** All negotiations, representations and understandings between the Parties as to the subject of this Agreement are incorporated herein and may be modified or altered only by an agreement in writing signed by the Parties.

(d) Captions. The captions and headings in the Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Agreement and are in no way to be construed as a part of this Agreement.

(e) Governing Law. This Agreement shall be governed exclusively by, and construed in accordance with, the laws of the State of Ohio.

(f) Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon City, Buyer and their respective successors and assigns.

(g) Severability. If any provision in this Agreement or any portion thereof shall be invalid or unenforceable for any reason, such invalidity or lack of enforceability shall not affect the validity or enforceability of any provision or portion thereof.

(h) Time of Essence. Time is of the essence in the performance of each of the duties and obligations of the Parties hereunder.

(i) Public Announcements. The parties agree to coordinate all public announcements concerning the purchase and sale hereby evidenced and the commencement of construction of the Library upon the Property.

(j) Counterparts. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same agreement.

IN WITNESS WHEREOF, City and Buyer have caused this Agreement to be executed as of the Effective Date.

[signatures on next page]

CITY OF BROOKLYN, OHIO

By: _____

Print Name: _____

Its: _____

Date: _____

Approved as to form by the City Law Director
of City of Brooklyn, Ohio

Print Name: Kevin M. Butler

Date: _____

CUYAHOGA COUNTY PUBLIC LIBRARY

By: _____

Print Name: _____

Its: _____

Date: _____

Exhibit A

Depiction of Property and Various Site Plan Features

Proposed SITE PLAN

EXHIBIT A

MEMPHIS AVENUE

SHARED

INGRESS & EGRESS EASEMENT

PLAZA

EV ADA

PROPOSED LIBRARY BUILDING
25,000 sf

COURTYARD

BOOK DROP

DELIVERY

PARKING
+/- 75 SPACES

(parking reasonably shared for public)

STAFF PARKING

BIORETENTION

BIORETENTION

DROP-OFF

ACCESS

(parking reasonably shared for public)

N

0' 25' 50' 100' 1:50

CUYAHOGA COUNTY PUBLIC LIBRARY

RESOLUTION 2023-_____

A RESOLUTION SEEKING PERMISSION TO ADVERTISE FOR A REQUEST FOR QUALIFICATIONS FOR DESIGN SERVICES FOR THE NEW CONSTRUCTION OF THE BEACHWOOD BRANCH LIBRARY FACILITY

- Whereas,** The Cuyahoga County Public Library is a political subdivision of the State of Ohio organized under the Ohio Revised Code and this Board is acting under relevant provisions of the Revised Code including 3375.40; and
- Whereas,** The Board of Trustees has determined that it is in the best interest of the Cuyahoga County Public Library System and the residents it serves to establish a comprehensive program for the new construction of the Beachwood Branch Library Facility; and
- Whereas,** This Board of Trustees has the authority to proceed with such projects and to contract for Design Services for those projects set forth in the Request for Qualifications, the same being in accordance with Chapter 9.33 and other relevant provisions of the Ohio Revised Code.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE CUYAHOGA COUNTY PUBLIC LIBRARY, STATE OF OHIO

SECTION 1

That the Chief Executive Officer, or designee, be and is hereby authorized to advertise for the proposals from professional Design firms for Design Services in accordance with the Request for Qualifications.

SECTION 2

That the Chief Executive Officer and Staff are hereby authorized to follow the procedures of the Ohio Revised Code for the selection of Design Services in accordance with the provisions contained in the Ohio Revised Code, including but not limited to ORC 9.33; and in so doing to select and rank consultants to provide such Design Services on the Beachwood Branch Library Facility as set forth in the Request for Qualifications.

SECTION 3

It is found and determined that all formal actions of the Board of Trustees concerning and relating to this legislation were adopted in an open meeting of this Board and that all deliberations of this Board and any of its committees that resulted in this formal action were meetings open to the public in compliance with all legal requirements, including relevant provisions of the Ohio Revised Code.

Approved February 28, 2023

Dean E. DePiero, President

Maria L. Spangler, Secretary

CUYAHOGA COUNTY PUBLIC LIBRARY

RESOLUTION 2023-_____

A RESOLUTION SEEKING PERMISSION TO ADVERTISE FOR A REQUEST FOR QUALIFICATIONS FOR DESIGN SERVICES FOR THE NEW CONSTRUCTION OF THE PARMA HEIGHTS BRANCH LIBRARY FACILITY

- Whereas,** The Cuyahoga County Public Library is a political subdivision of the State of Ohio organized under the Ohio Revised Code and this Board is acting under relevant provisions of the Revised Code including 3375.40; and
- Whereas,** The Board of Trustees has determined that it is in the best interest of the Cuyahoga County Public Library System and the residents it serves to establish a comprehensive program for the new construction of the Parma Heights Branch Library Facility; and
- Whereas,** This Board of Trustees has the authority to proceed with such projects and to contract for Design Services for those projects set forth in the Request for Qualifications, the same being in accordance with Chapter 9.33 and other relevant provisions of the Ohio Revised Code.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE CUYAHOGA COUNTY PUBLIC LIBRARY, STATE OF OHIO

SECTION 1

That the Chief Executive Officer, or designee, be and is hereby authorized to advertise for the proposals from professional Design firms for Design Services in accordance with the Request for Qualifications.

SECTION 2

That the Chief Executive Officer and Staff are hereby authorized to follow the procedures of the Ohio Revised Code for the selection of Design Services in accordance with the provisions contained in the Ohio Revised Code, including but not limited to ORC 9.33; and in so doing to select and rank consultants to provide such Design Services on the Parma Heights Branch Library Facility as set forth in the Request for Qualifications.

SECTION 3

It is found and determined that all formal actions of the Board of Trustees concerning and relating to this legislation were adopted in an open meeting of this Board and that all deliberations of this Board and any of its committees that resulted in this formal action were meetings open to the public in compliance with all legal requirements, including relevant provisions of the Ohio Revised Code.

Approved February 28, 2023

Dean E. DePiero, President

Maria L. Spangler, Secretary

CUYAHOGA COUNTY PUBLIC LIBRARY

RESOLUTION 2023-_____

A RESOLUTION SEEKING PERMISSION TO ADVERTISE FOR A REQUEST FOR QUALIFICATIONS FOR CONSTRUCTION MANAGEMENT AT RISK SERVICES FOR THE ADDITION AND RENOVATION OF THE SOLON BRANCH LIBRARY FACILITY

Whereas, the Cuyahoga County Public Library is a political subdivision of the State of Ohio organized under the Ohio Revised Code and this Board is acting under relevant provisions of the Revised Code including 3375.40; and

Whereas, The Board of trustees has determined that it is in the best interest of the Cuyahoga County Public Library System and the residents it serves to establish a comprehensive program for the addition and renovation construction of the Solon Branch Library Facility; and

Whereas, this Board of Trustees has the authority to proceed with such projects and to contract for Construction Management at Risk Services for those projects set forth in the Request for Qualifications, the same being in accordance with Chapter 9.33 and other relevant provisions of the Ohio Revised Code.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE CUYAHOGA COUNTY PUBLIC LIBRARY, STATE OF OHIO

SECTION 1

That the Chief Executive Officer, or designee, be and is hereby authorized to advertise for the proposals from professional Construction Management firms for Construction Management at Risk Services in accordance with the Request for Qualifications.

SECTION 2

That the Chief Executive Officer and Staff are hereby authorized to follow the procedures of the Ohio Revised Code for the selection of Construction Management at Risk Services in accordance with the provisions contained in the Ohio Revised Code, including but not limited to ORC 9.33; and in so doing to select and rank consultants to provide such Construction Management Services on the Solon Branch Library Facility as set forth in the Request for Qualifications.

SECTION 3

It is found and determined that all formal actions of the Board of Trustees concerning and relating to this legislation were adopted in an open meeting of this Board and that all deliberations of this Board and any of its committees that resulted in this formal action were meetings open to the public in compliance with all legal requirements, including relevant provisions of the Ohio Revised Code.

Approved February 28, 2023

Dean E. DePiero, President

Maria L. Spangler, Secretary

Cuyahoga County Public Library

Resolution Authorizing the Library to Enter into a new Lease to The Centers for Families and Children at the Maple Heights Branch

Whereas, the Cuyahoga County Public Library and The Centers for Families and Children (The Centers) entered into a lease agreement on January 16, 2018 for The Centers to lease approximately 3,851 square feet at the Maple Heights Branch to provide daycare services; and

Whereas, by mutual agreement the lease was extended to March 31, 2021; and

Whereas, The Centers requested an extension of the initial term for a second two year period effective March 31, 2021, expiring on March 31, 2023.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE CUYAHOGA COUNTY PUBLIC LIBRARY SYSTEM, STATE OF OHIO

SECTION 1

That the Board of Trustees agrees to enter into a new lease agreement between the Library and The Centers for Families and Children for an additional two-year period, expiring on March 31, 2025.

SECTION 2

That all other terms of the lease shall remain the same including the monthly rent payment of \$1,925.50.

SECTION 3

It is found and determined that all formal actions of the Board of Trustees concerning and relating to this legislation were adopted in an open meeting of this Board and that all deliberations of this Board in any of its committees that resulted in this formal action were meetings open to the public in compliance with all legal requirements, including relevant provisions of the Ohio Revised Code.

Approved February 28, 2023

Dean E. DePiero, President

Maria L. Spangler, Secretary

LEASE RENEWAL

THIS LEASE RENEWAL is entered into on this ____ day of _____, 2023, but made effective as of 5:01 pm EST on _____, 2023 (the “Effective Date”), by and between the **Cuyahoga County Public Library (“Sublandlord”)**, a county library district and political subdivision of Ohio, and **The Centers for Families and Children (“Subtenant”)**, an Ohio non-profit corporation.

WHEREAS, the Sublandlord and Subtenant entered into a certain sublease agreement (the “**Sublease Agreement**”) for approximately 3,851 gross leasable square feet of space in the building situated on that certain real property located at 5225 Library Lane, Maple Heights, OH 44137, on the 16th day of January 2018; and

WHEREAS, the Sublandlord and Subtenant extended the Initial Term for one additional two (2) year period pursuant to Section 1.6 of the Sublease Agreement, effective December 31, 2019; and

WHEREAS, the Subtenant was unable to use the space because of COVID-19 for a three (3) month period and the Sublandlord agreed to extend the period of the Sublease for an additional three (3) months, expiring on March 31, 2021 (the “Extension Period”); and

WHEREAS, the Sublandlord and Subtenant extended the Initial Term for a second two (2) year period pursuant to Section 1.6 of the Sublease Agreement, effective March 31, 2021, expiring on March 31, 2023;

NOW THEREFORE, the parties agree to the following:

Term. Effective as of the Effective Date of this Extension, Sublandlord and Subtenant agree to renew the Sublease for an additional two (2) years, expiring on March 31, 2025.

Rent. The Rent schedule for the entirety of the Extension Term shall be as follows:

- A total of \$23,106 per year, payable in monthly installments of \$1,925.50.

Renewal Options. Subtenant shall be granted an additional option of one (1) two (2) year period upon the same terms set forth in Section 1.6 of the Sublease Agreement.

Counterparts. This modification may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Signatures of the parties of this Second Amendment and any instrument required hereunder may be facilitated by faxed signature as well as copies of signatures transmitted by electronic means.

Remainder of Lease Unmodified. With the exception of the provisions of this Second Amendment, which shall control and govern in the event of any inconsistencies or conflicts with the terms stated in the Lease, all terms, covenants and conditions of the Lease shall remain in full force and effect.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment on the date set forth above.

SUBTENANT:

The Centers for Families and Children, an Ohio Non-Profit Corporation

By: _____

Print: _____

Title: _____

SUBLANDLORD:

Cuyahoga County Public Library

By: _____

Print: _____

Title: _____

Cuyahoga County Public Library

RESOLUTION 2023-_____

Resolution Authorizing the Library to enter into an Agreement with North Shore Mechanical regarding the ADM HVAC BAS Upgrade Project

Whereas, the Cuyahoga County Public Library is a political subdivision of the State of Ohio organized under the Ohio Revised Code and this Board is acting under relevant provisions of the Revised Code including 3375.40; and,

Whereas, this Board has previously authorized the Library to advertise for bids for the ADM HVAC BAS Upgrade Project; and,

Whereas, the Library did so advertise and received three (3) responses for the Project. The Director of Facilities and Mechanical Engineer, PTA, have reviewed each of the responses and determined that the best, lowest, and responsive bid was submitted by North Shore Mechanical; and,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE
CUYAHOGA COUNTY PUBLIC LIBRARY SYSTEM, STATE OF OHIO**

SECTION 1

That the Board of Trustees concurs with the findings that based upon the bid documents submitted, North Shore Mechanical is the best, lowest, and responsive bidder for the ADM HVAC BAS Upgrade Project.

SECTION 2

That the Board of Trustees hereby approves the selection for the Project and authorizes the Chief Executive Officer, or designee, to execute the contract in the amount **of five hundred twelve thousand, two hundred eighty dollars (\$512,280.00)** for said project on behalf of the Library.

SECTION 3

It is found and determined that all formal actions of the Board of Trustees concerning and relating to this legislation were adopted in an open meeting of this Board and that all deliberations of this Board in any of its committees that resulted in this formal action were meetings open to the public in compliance with all legal requirements, including relevant provisions of the Ohio Revised Code.

Approved February 28, 2023

Dean E. DePiero, President

Maria L. Spangler, Secretary

Cuyahoga County Public Library Code of Conduct

Welcome to Cuyahoga County Public Library. Mutual respect makes it possible for everyone to enjoy Library materials and services. We appreciate your cooperation in contributing to a welcoming environment for all. This Code of Conduct is for the comfort, safety and protection of all Library customers and staff.

We do not permit conduct that disturbs, ~~threatens~~ or interferes with any person's use of the Library or safety, such as:

- Disruptive behavior, noise or loud talking
- ~~Viewing websites that are inappropriate in a public setting (see Internet Policy)~~
- Sleeping on the premises
- Solicitation or panhandling,
- Blocking access to entrances, exits and/or materials
- Overcrowding at small tables or in seating areas
- Smoking, ~~vaping~~, alcohol consumption or tobacco usage on premises
- The use of assistance animals that do not meet the definition provided by the Americans with Disabilities Act
- Photography and/or video recording of staff and/or customers without their permission
- Fighting and/or using abusive, profane, harassing, or threatening language ~~or conduct~~
- ~~Handling firearms, knives or other weapons in a manner that is dangerous or causes a disruption~~
- Stealing, destroying, ~~or~~ vandalizing Library facilities or property
- Violating local ordinances, state, and/or federal law
- ~~Violating Library policies and/or guidelines~~

The Library must prioritize public health and safety.

We reserve the right to ban customers when there is evidence of a public health risk and/or pests.

~~Customers must be fully clothed, which we define as including (but not limited to) a shirt and shoes, when in Library facilities. Library materials may not be taken into the public restrooms.~~

Please recognize that the Library is not responsible for lost or stolen items.

~~Customers may~~ not leave personal belongings unattended.

Library staff cannot act in place of parents or caregivers.

Young children and vulnerable customers ~~cannot be~~ left unattended, even when caregivers are in other areas of the building. Customers of all ages are permitted to use Library computers to access the Internet, and any restrictions of a child's access to the Internet are the responsibility of the parent or legal guardian (see Internet Policy).

Enjoy ~~food~~ responsibly.

~~Food is permitted; however restrictions may be necessary for everyone to enjoy their time at the Library~~

Please remember to discard or recycle cans, bottles and wrappers before you leave, and tidy up your area so the next customer to visit will find a clean space.

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Carrying or handling weapons of any kind¶

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Discrimination and/or mistreatment of any person due to perceived race, gender, religion, sexual orientation, disability, age, or socioeconomic status is unacceptable. We reserve the right to restrict the use of Library facilities, premises and privileges when visitors do not abide by the Code of Conduct. Failure to comply with a reasonable staff request may result in removal from Library premises, a ban from Library facilities, the suspension of Library privileges, and/or arrest and prosecution.

Adopted by the Cuyahoga County Public Library Board of Trustees on February 28, 2017; Revised February 28, 2023

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Cuyahoga County Public Library

Resolution to Adopt an Amended Auditorium Rental and Rules of Use Policy and Rental Agreement

Whereas, the Policy, Planning and External Relations Committee met and reviewed the request to amend policies in connection with the use of CCPL auditorium space, and;

Whereas, it is necessary to recover costs associated with providing auditorium space to maintain a high level of service to clients, and;

Whereas, following discussion of the types of events that are held in the auditorium and appropriate rules and fees for its use.

Now therefore be it resolved, that the Cuyahoga County Public Library Board of Trustees hereby approves the amended Auditorium Rental and Rules of Use Policy and Rental Agreement effective March 1, 2023.

It is found and determined, that all formal actions of this Board concerning and relating to this Resolution were adopted in an open meeting of this Board and that all deliberations of this Board and any of its committees that resulted in this formal action were meetings open to the public in compliance with all legal requirements, including relevant provisions of the Ohio Revised Code (ORC).

Approved 28 February, 2023

Dean E. DePiero
President

Maria L. Spangler
Secretary

Auditorium Rental Policy and Rules of Use

Cuyahoga County Public Library (hereinafter referred to as “CCPL”) provides open, welcoming auditorium space where community members come together to collaborate, connect, engage in civic dialogue and experience personal enrichment.

The right of a group, organization or individual (hereinafter referred to as the “Client”) to rent CCPL auditorium space does not constitute an endorsement of the Client’s policies or beliefs by CCPL.

Availability

1. Must be at least 18 years of age to rent CCPL auditorium space.
2. CCPL auditorium space is available to rent between 7:00 a.m. and 10:00 p.m. daily, except holidays.
3. Auditorium rental applications must be received at least 45 days in advance of the event date. Rentals can be scheduled up to 6 months in advance.
4. CCPL reserves the right to limit use of its auditorium space and may offer other available meeting space to accommodate meetings and events.
5. The needs of CCPL and its affiliates take precedence over those of the Client.

Rules for Use

1. Clients and their guests must follow CCPL’s Rules of Conduct.
2. CCPL reserves the right to terminate an event in progress or withdraw permission to use its auditorium space when conditions described in this policy warrant such action or in case of an emergency.
3. Meetings must be conducted so as not to disturb others using the library. Groups that disturb CCPL activities or other library users may be suspended from renting CCPL auditorium space again in the future.
4. Maximum capacity for any meeting or event held in CCPL auditorium space is determined by the Client’s room setup requirements.
5. The auditorium must be vacated by the end of the rental period. Groups that fail to vacate the auditorium at the end of their rental period may be suspended from renting CCPL auditorium space again in the future.
6. Young children accompanying adult users of CCPL auditorium space shall not be left unattended.
7. CCPL audiovisual equipment and stage lighting is available only upon prior reservation and must be operated or supervised by CCPL staff.

8. The auditorium must be left in the condition in which it was found unless other instructions are given. Clients are not permitted to move CCPL equipment, including but not limited to sound, lighting and stage equipment.
9. Clients are responsible for cleaning up after their use of the auditorium.
10. CCPL's name, address or telephone number may not be used as the official address or headquarters of a group. The Client's use of CCPL auditorium space shall not be publicized in such a way as to imply sponsorship of the Client's activities by CCPL.
11. CCPL does not have a preferred caterer. Clients are responsible for making their own catering arrangements.

Rental Application & Liability

1. Clients must submit an online rental application to CCPL's Media Services Department.
2. All Client's must designate one individual who will be required to sign an Auditorium Rental Agreement and be present during the rental period. The Client must be an adult age 18 or older and is responsible for the orderly conduct of the group.
3. The Client shall obtain liability insurance coverage in the sum of one million dollars (\$1,000,000) for the auditorium rental period and name CCPL and its employees and agents as insured or additional named insured in a form acceptable to CCPL. Proof of insurance shall be provided to CCPL no less than 30 days prior to the rental period.
4. In the event of any damage to CCPL property and/or equipment, the Client will be liable for replacement costs.

Fees

1. A non-refundable 25 percent deposit and a signed Rental Agreement are required to rent CCPL auditorium space.
2. Final payment and proof of liability insurance must be received no less than 30 days prior to your event. Groups that fail to submit paperwork and/or payments on time may be denied use of the auditorium.
3. Additional setup, support and cleaning fees may apply in accordance with the CCPL Auditorium Fee Schedule.
4. Storage of equipment and/or supplies is available at the discretion of CCPL.
5. CCPL reserves the right to require security and/or traffic control at any event held in its auditorium space, at the Client's expense. All security and traffic control arrangements will be coordinated between CCPL and local law enforcement.

If you have any questions about renting a CCPL Auditorium, please contact the Media Services Department at **216.749.9320**.



Rental Agreement

This agreement made and entered into this ____ day of _____, 20____ by and between Cuyahoga County Public Library (hereafter referred to as "CCPL"), and, the "Client."

Client Name: _____

Primary Contact: _____

Address: _____

Phone: _____

Email: _____

WHEREAS the Client desires to rent the part of the premises commonly known as the "Auditorium" at CCPL's _____ Branch, (hereafter referred to as "Branch") located at _____, for an approved event on: _____

CCPL does hereby grant to the Client the "non-exclusive" right to use the Auditorium, but only as described and limited below for the day and time of the scheduled event only:

- (A) Those entrance ways, corridors, stairs, and elevators which provide access to the Auditorium, including the restrooms.
- (B) Access to the library portion of the Branch is NOT permitted after CCPL hours.

It is understood the Branch is a public building in active use and is principally utilized to serve the needs and uses of CCPL. It is further understood that CCPL may rent portions of the Branch for other types of events during this period, which will begin and end, prior to the start of the event referred to in this Rental Agreement.

In consideration of the right to use said portion of the building, the Client agrees to pay to CCPL a total sum of \$_____ as detailed in Quote #_____.

A 25% NON-REFUNDABLE deposit is required to execute this Rental Agreement, reserving the date at the time of the Client's signature. The remaining balance is due no later than 30 days prior to the event. Failure to submit payments on time may result in cancellation.

Deposit: \$ _____ Due: _____

Balance: \$ _____ Due: _____

Acceptable forms of payment include credit card or check.

All checks should be made payable to CUYAHOGA COUNTY PUBLIC LIBRARY and mailed to:

Cuyahoga County Public Library
ATTN: Media Services Department
2111 Snow Road
Parma, OH 44134

To process a credit card payment, please call the Media Services Department at **216.749.9320**.

The Client and CCPL further covenant as follows:

1. The Client agrees to adhere to CCPL's Auditorium Rental Policy and Rules of Use and understands that failure to adhere to this policy may result in suspension from renting CCPL auditorium space again in the future.
2. All requests for special services must be approved in advance by CCPL. Failure to obtain approval from CCPL will result in additional costs to the Client.
3. The Client and its invitees will use their best efforts to cooperate with CCPL employees and agents to the areas described in this Rental Agreement.
4. The Client shall not assign this Rental Agreement or any rights thereunder, and any attempt to sell or assign this Rental Agreement and any and all payments that may have been received by the CCPL thereunder, shall be deemed to be the property of CCPL.
5. The Client shall use and occupy said premises in a safe and careful manner; it shall comply with all applicable laws, rules, regulations, and ordinances as well as any and all rules and regulations relating to the use of said building. The uses of flammable liquids, open flame containers, propane tanks or candles are not permitted. Chafing dishes are permitted during catered events. The Client shall use the premises solely for the purposes herein provided; the Client shall not permit said premises to be used for any unlawful or immoral purpose or in any manner so as to injure persons or property in, on, or near the premises covered by this Rental Agreement. Said Client shall not engage in any act or suffer any act to be done during the term of this agreement which will in any way mar, deface, or injure any part of said premises, and upon termination of the Rental Agreement, the Client shall deliver up the premises aforesaid in as good condition and repair as the same shall be found at the beginning of the term of this Rental Agreement, normal wear and tear excepted.

6. The Client shall have its caterer, decorator, and entertainment promptly remove their equipment and materials at the end of the event. In the event that the leased area of said building is not vacated by the Client by the time referred to, then CCPL shall be, and is hereby authorized to, remove from said building, at the expense of the Client, all goods, wares, merchandise, and property which may then be occupying the leased portion of the building. CCPL shall not be liable for any damages or loss of such goods and property damage that may be sustained during such removal by CCPL and CCPL is hereby released from any and all such claims for damages of whatever kind or nature caused by the negligence of CCPL or its employees.
7. CCPL assumes no responsibility whatever for any property placed in said premises and the Client shall obtain liability insurance coverage in the sum of One Million Dollars (\$1,000,000) for the period of its use of said premises, and name CCPL and its employees and agents as insured or additional named insured in a form acceptable to CCPL. The Insurance coverage shall hold CCPL harmless from any and all damages, loss, injury or liability of any kind whatever occasioned within said premises or on the grounds adjacent thereto, by reason of the Client's use of the premises or due to any act, omission, neglect or wrongdoing of the Client, or other persons permitted by the Client on the premises, and said Client will at its own cost and expense defend and protect said CCPL against any and all such claims and demands. Proof of insurance shall be provided to CCPL no less than 30-days prior to the event.
8. CCPL is not responsible and does not warranty the condition of the premises for the Client's purposes and reserves the right to cancel, without recourse, the lease agreement should safety or other concerns be at issue.
9. The Client is solely responsible to obtain any and all necessary licenses and permits that may be required by any governmental agency. The Client will also abide by all local laws and regulations.
10. CCPL and the Client agree that in any manner of the Client's or its agents operations on the premises and/or in the exercise of any rights, privileges, or license herein granted, there shall be no discrimination against any person because of race, color, sex, sexual orientation, religion, or national origin as provided in Title VII of the Civil Rights Act, the Laws of the State of Ohio, County of Cuyahoga, and any such violations thereof shall be deemed an actionable breach of this Rental Agreement.
11. Smoking, alcohol consumption or tobacco use are NOT PERMITTED on CCPL property pursuant to CCPL's Rules of Conduct policy. The Client understands and acknowledges that CCPL will strictly enforce this policy.
12. CCPL may cancel this reservation due to safety problems which, in its sole discretion make the Auditorium unsuitable for use by the Client. In the event of such a cancellation, the Client's sole remedy will be for CCPL to either refund all monies paid by the Client or make another date available, when the building is again suitable for use (limited damages). CCPL is not responsible for any monetary loss suffered as a result of such a cancellation.

13. The Client reserves the right to cancel this agreement upon notice to CCPL no less than 30 days prior to the event without obligation. In the event of said cancellation, all payments made to CCPL will be forfeited.
14. Neither the Client nor CCPL will be held liable for any failure to perform its obligations under this Rental Agreement where such breach is due to any of the following: acts or regulations of public authorities, labor difficulties or strike, inclement weather, acts of God, or any other legitimate cause beyond the reasonable control of the Client and CCPL.
15. The Client and CCPL agree to perform their obligations under this Rental Agreement, in all respects, in good faith.

The undersigned agree hereof on the day and date first written above.

Cuyahoga County Public Library

Signature

Date

Client

Signature

Date

Cuyahoga County Public Library

Resolution Authorizing the Chief Executive Officer to Amend the Auditorium Rental Policy: Fee Schedule

Whereas, Cuyahoga County Public Library wishes to maintain a high level of service to clients that rent its auditorium space, and;

Whereas, periodic amendments to the fees charged to clients may be necessary to recover costs of providing services; and,

Whereas, in the past, the Cuyahoga County Public Library Board of Trustees would approve these adjustments individually for each amendment; and,

Whereas, ORC 3375.40, grants broad powers to the Board of Trustees to assess uniform fees for provision of services to patrons of the Library, it is not specific regarding fees to; and,

Now therefore be it resolved, that the Cuyahoga County Public Library Board of Trustees authorizes the Chief Executive Officer, or designee, to amend auditorium rental fees and regularly report fee amendments to the Board.

Be it further resolved, that all formal actions of this Board concerning and relating to this Resolution were adopted in an open meeting and that all deliberations of this Board and any of its committees that resulted in this formal action were meetings open to the public and in compliance with legal requirements, including relevant provisions of the Ohio Revised Code.

Approved 28 February, 2023

Dean E. DePiero
President

Maria L. Spangler
Secretary



Fee Schedule

Rental and service fees apply to all auditorium uses for which Cuyahoga County Public Library (CCPL) is not the presenting organization or partner.

AUDITORIUM RENTAL FEE

	During Library open	During Library closed
Non-Profit*:	\$100/hour	\$200/hour
Individual/For-Profit/Other:	\$200/hour	\$300/hour

A two-hour minimum is required for all auditorium rentals. Additional meeting room spaces may be available for use in conjunction with auditorium rentals.

AV SERVICE FEE - \$50/Day

To cover the cost of repairing and replacing audiovisual equipment, an AV Service Fee of \$50.00 per day will be assessed for any rental requiring use of CCPL's AV equipment. This includes but is not limited to the use of speakers, microphones, projector, screen, etc.

AV ASSISTANCE FEE - \$50/Hour, per staff member

CCPL audiovisual equipment and stage lighting must be operated or supervised by CCPL staff. More than one staff member may be required depending on the scope and needs of the event. The AV Assistance Fee is \$50.00 per hour, per staff member.

ROOM SETUP FEE - \$50/ROOM

Standard setup for the auditorium includes theatre seating and two rectangular 6-foot tables. Any rental requiring a different setup or utilizing additional meeting spaces will be assessed a Room Setup Fee of \$50.00 per room.

STAGE SETUP FEE - \$600/EVENT

Any rentals requesting the use of the raised stage will be charged a \$600 Stage Setup Fee. All stage setups must be requested at least 30 days prior to the event date.

CLEANING SERVICE FEE - \$75/Cleaning

Any rentals that serve food/beverages or require excessive cleaning after an event is over will be assessed a Cleaning Service Fee at a cost of \$75.00 per cleaning.

SECURITY SERVICES FEE - CURRENT RATE

CCPL reserves the right to require security and/or traffic control at any event held in its auditoriums, at the Client's expense. All security and traffic control arrangements will be coordinated between CCPL and local law enforcement.

*Proof of non-profit status and a valid non-profit tax ID number must be submitted at the time of application to receive the discounted rate.

EMPLOYMENT PRACTICES – 200
Equal Employment Opportunity Policy – 210

It is the policy of Cuyahoga County Public Library not to discriminate against any employee or applicant for employment because of race, creed, religion, national origin, age, sex, sexual orientation, gender identity or expression, disability or veteran status. Any personnel action taken will be carried out without regard to protected characteristics. CCPL does not tolerate unlawful discrimination of any kind. Personnel actions include but are not limited to recruitment/employment, promotion, transfer, disciplinary action, layoff, termination, rates of pay or other forms of compensation, and selection for training or development opportunities. CCPL will observe federal and state laws concerning equal employment opportunity.

EMPLOYMENT PRACTICES — 200
Equal Employment Opportunity Policy — 210

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¶
No supervisor or employee, male or female, may sexually harass another employee by making unwelcomed sexual advances or requests for sexual favors, or engaging in verbal or physical conduct of a sexual nature.¶

¶
Branch/department managers shall make certain that the notice outlined in Appendix VII of this manual is posted in their work area where all staff may read it (included in manual appendix).¶

¶
Allegations of sexual harassment, other forms of sex discrimination, or any other kind of workplace harassment or unlawful discrimination, should be submitted to the Branch/Department Manager¶ ... [2]

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The Cuyahoga County Public Library policy on Equal Opportunity as set by the Board of Trustees, is that all phases of operation in the CCPL system will be carried out without regard to race, creed, religion, national origin, age, sex, sexual orientation, gender identity or expression, disability or veteran status. Diverse applicants are encouraged to apply.

CCPL will actively seek out a diverse candidate pool. CCPL will take actions to ensure that employees in minority groups, veterans, and disabled individuals are considered equally for promotional opportunities and growth within the organization. These actions will include but are not limited to recruitment strategies, a tuition reimbursement program for professional education, a supplier diversity program and diversity, equity, inclusion, and belonging training for staff and managers as appropriate.

EMPLOYMENT PRACTICES — 200

Affirmative Action — 211

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CCPL will actively seek out a diverse candidate pool. CCPL will take actions to ensure that employees in minority groups, veterans, and disabled individuals are considered equally for promotional opportunities and growth within the organization. These actions will include but are not limited to, recruitment strategies, a tuition reimbursement program for professional education, a supplier diversity program and diversity, equity, inclusion, and belonging training for staff and managers as appropriate.

EMPLOYMENT PRACTICES – 200
Personnel Records – 260

The Human Resources Division shall maintain a system of personnel records and reports covering all CCPL employees, which shall satisfy the requirements of and be integrated with all elements of the system of personnel administration. This system of personnel records shall be as fully automated as is economical and practical.

- 260.1 All personnel records of individual CCPL employees and records and materials relating to the administration of the library personnel function shall be considered highly restricted property of CCPL, but subject to Ohio law regarding public records.
- 260.2 General information as to any position's class, title and grade level is public information and available in accordance state law and with such procedures as the Chief Executive Officer prescribes.
- 260.3 The system of personnel records and reports shall comprise a comprehensive personnel information system which shall include, but not be limited to, the following:
 - (a) A master employee record for each employee, containing all pertinent documents relating to the employee and personnel actions affecting the employee (e.g., performance evaluation, leaves of absences, disciplinary actions, promotions, etc.).
 - (b) A record of the occupancy status of all positions in CCPL and related records of position classifications and personnel allocations.
 - (c) A system of general reporting and recordkeeping to cover appointments, promotions, separations and other personnel transactions for reporting to the Board of Trustees and as required by Federal and State agencies.
- 260.4 Documentation pertaining to individual employee work performance that is placed in an employee's permanent personnel record should bear the employee's signature (which may be electronic) as indication of the employee's knowledge of the documentation. The employee's signature does not necessarily mean the employee agrees with the contents of the document. If the employee refuses to sign, the supervisor or manager in attendance at the meeting should initial and write "employee refused to sign" on the document. Refusal of the employee to sign the document does not preclude inclusion of the item in the record.
- 260.5 Any employee has the right to submit documentation for inclusion in their permanent personnel record as they deem important or relative to recorded performance. Any correspondence submitted for inclusion in the employee's record involving the employee's supervisor will be transmitted to the supervisor per point 260.4 above.

EMPLOYMENT PRACTICES – 200
Access to Employee Personnel Files – 261

With the exception of personal employee medical information, CCPL employee records and all records maintained by CCPL are public records in accordance with State law. Access is governed by State law. Employee information and related personnel records and reports shall be made available in accordance with Public Records Law and in accordance with the procedures prescribed by the Chief Executive Officer.

- 261.1 Employee information shall be available for inspection at reasonable times, not to be removed from the Human Resources Office, and in accordance with such procedure as the Chief Executive Officer prescribes.
- 261.2 Employees may have the Human Resources Division designee make a photocopy of performance evaluations and other documents from their permanent personnel record for their personal use.

It is the policy of CCPL to give only general information on an employee's performance to reference seekers on written requests. This includes the employee's title and dates of employment. Callers desiring reference information of greater detail are advised to either send a letter requesting the specific reference information to the Human Resources Director who will answer questions within the parameters of this policy or leave a name and number which Chief Human Resources Officer will forward to the employee for follow-up.

CCPL routinely asks for references from outside applicants, but evaluating the suitability of an outside applicant is not limited solely to the references supplied by an applicant. Job applicants are required to provide proof of education and work experience.

- 262.1 References concerning credit and employment verification coming directly to supervisors should be forwarded to the Human Resources Division.
- 262.2 References prepared by supervisors or anyone other than a Human Resources Division official are considered "personal references." Any "personal reference" that a supervisor or manager may decide to give on behalf of an employee as a character reference should state that the reference is personal. CCPL assumes no responsibility for references of this nature.
- 262.3 Criminal background checks are routinely performed on job applicant finalists. CCPL shall honor applicant requests not to contact current employers. Human Resources sends for the criminal background check and hiring supervisors may send for additional references on job finalists for positions that require previous work experience or for verification of application data. Forms are included in the hiring materials for vacancies. All references should be returned to the Human Resources Division to be filed with the job applications.

The performance evaluation is intended to (1) apprise employees of how well they are performing by describing the strengths and weaknesses they are displaying on the job; (2) recognize good work by providing a formal opportunity for management to express approval and appreciation for work well done; and (3) serve as a tool for alerting employees who are performing below acceptable standards. The performance of all employees shall be evaluated periodically, but not less than annually. Performance evaluations become part of the employee's permanent personnel record. Access is governed by Ohio law, and to the extent possible, is limited to the persons assigned to maintain personnel records, CCPL officials, the employee, and supervisor, but are accessible to anyone in accordance with Ohio Public Records Law.

- 263.1 The Branch/Department Manager is responsible for ensuring that all evaluations are completed in a timely manner.
- 263.2 Employees who disagree with their evaluation may submit a written rebuttal for inclusion in their permanent personnel record and/or may request for a formal third party review by the next higher supervisor.
- 263.3 The creation of a performance evaluation policy, and the conduct of performance evaluations, in no way changes the at-will relationship existing between CCPL and employees.
- 263.4 The performance evaluation system used by CCPL emphasizes the job-related components of performance. This is done by (1) evaluating employees on their principal duties and responsibilities as outlined in their position descriptions plus the following (as applicable): relations with the public, relations with the library staff, attendance, EEO responsibilities, and performance on special assignments; (2) special assignments or responsibilities unique to a position may be added in the special assignments section; (3) attainment of goals set for eligible managers and confidential employees are evaluated on separate form for the annual incentive pay consideration.
- 263.5 Performance evaluations are to be completed as follows: (1) employees shall receive three evaluations during their initial employment period. These should be uniformly situated throughout the initial employment period, i.e., at 2 or 4 month intervals; (2) all employees not on probation shall be evaluated annually, prior to their anniversary date or by year end. The completion of the evaluation process is due in the Human Resources Office by the posted deadline; (3) supervisors shall also complete the evaluation whenever one of their reporting staff transfers, is promoted, goes on an extended LOA, or resigns. The above does not limit the supervisor's authority to conduct additional evaluations of an employee's performance and as deemed necessary by the supervisor.

- 263.6 It is the responsibility of supervisors to work with the Branch or Department Managers to determine what is necessary to satisfactorily perform functions. Factors to be considered in determining the required level of performance include, but are not limited to, quantity and quality of work to be performed, results and/or behaviors expected, the consequences of failing to perform at a satisfactory level, the timeliness of the work to be performed and other standards applicable to the performance of each task.
- 263.7 Any aspects of job performance marked exceptionally good or exceptionally poor must be explained on the evaluation form. This explanation must define how performance was exceptionally good or deficient, and in the latter case, what the employee must do to raise job performance to acceptable levels, include a schedule for making the necessary corrections, and spell out the consequences of failing to make these corrections.
- 263.8 A supervisor may determine that utilizing a set of specific objectives will be appropriate in the case of a specific employee. In any case, those objectives must include; (1) specification of the objective to be attained; (2) the schedule for achieving the objective; and (3) the standard(s) against which the completion of the project will be measured.
- 263.9 Employees should be encouraged to complete a “self-evaluation” to be submitted in advance of the formal performance evaluation by a pre-determined date. All self-evaluations are kept in employees’ permanent record in HRD.
- 263.10 In completing a performance evaluation, the immediate supervisor should review this section of the Personnel Policy and Procedure Manual and then:
- (1) Enter the employee's name, branch and department, and hours worked.
 - (2) Review the employee's position description and other pertinent information before (a) crossing out any task(s) or responsibility(ies) that do not apply and (b) adding additional tasks or objectives on which the employee should be evaluated in the special assignments section.
 - (3) Evaluate the employee on the pertinent tasks and responsibilities.

263.10 Continued ...

- (4) Explain any evaluations that are exceptionally good or exceptionally poor on the form.
- (5) Determine an overall rating for the employee, taking the foregoing into account and making an aggregate assessment.
- (6) Review the evaluation with their supervisor, i.e., the first reviewer, before discussing it with the employee.
- (7) Discuss the evaluation with the employee. The employee should sign (which may be electronic) and date the evaluation during this meeting or online immediately after the meeting has concluded. Signing the evaluation does not signify an employee's agreement with the appraisal; it simply means that the appraisal has been discussed with the employee. Refusal to sign should be noted in an appropriate place and witnessed by a third party. All employees should be given the opportunity to add their remarks. The employee shall be given a copy of the evaluation.
- (8) Transmit the evaluation form (along with the self-evaluation if submitted) to the branch or department manager for review. Each reviewer is responsible for checking the evaluation for content and completeness, signing it, and sending it to the next person in the chain of command. The Department Director will be the last review step before the evaluation is finalized for the employee's permanent record.

In compliance with the Health Insurance Portability Accountability Act (HIPAA) Privacy Regulations as issued by the Department of Health and Human Services, effective April 14, 2003, any health information associated with any CCPL Group Health Plan that is “individually identifiable” is protected under the regulations of the act.

CCPL only keeps medical information required to implement employee requests for Sick Leave, Short Term Disability, FMLA, Medical LOA, Workers’ Compensation benefits, Medical Return-to-Work Statements, OPERS Disability Applications, and health plan enrollment as submitted by individual employees and required pre-employment physicals and/or drug and nicotine screens. Although the records not associated with a CCPL Group Health Plan are not covered by HIPAA, all such records are regarded as highly confidential and extremely sensitive and are kept in locked files in the main office of HRD. Access to such files is limited to HR staff authorized to reference these files on a “need to know basis” to ascertain eligibility to process specified personnel actions requested or initiated by the employee and can also be accessed by the employee themselves by personal appointment or visit to HRD.

- 264.1 CCPL cannot and will not disclose any PHI without the express, written permission from the individual employee who is subject of the PHI and such information will only be obtained, stored and accessed by authorized CCPL entities for purposes expressly allowed by HIPAA, including health plan billing information; group experience summary information and individual employee enrollment forms and medical records in response to requests for personnel actions (leave requests and return-to-work statements), or as required by law.
- 264.2 Any such documented PHI information submitted to first line supervisors and managers in branch locations will be forwarded to HRD for the central secured file. NOTE: Unsolicited “employee volunteered” information is not protected by HIPAA regulations.
- 264.3 Employees have the right to amend their own file documents with official medical updates and also can access their files in HRD in-person and with proof of their identity. Employees may also give written authorization for disclosure of their PHI to other designated entities on a case-by-case basis.

The following points apply only to HIPAA (Group Health Insurance Plan related) documents:

- 264.4 The designated privacy officer for CCPL is the Chief Human Resources Officer and, secondly, the Human Resources Director.

EMPLOYMENT PRACTICES – 200
Protected Health Information (PHI) – 264

- 264.5 Any employee who believes that their Group Health Plan medical file has been misused, or that their right to privacy of PHI maintained by CCPL has been violated, may file a complaint in writing to the CCPL Privacy Officer, Chief Human Resources Officer directly, describing the activity that is allegedly a violation. A follow-up meeting will be conducted within 10-days in HRD, including a full examination of the employee's Group Health Plan PHI files. All formal complaints will be answered in writing, following the investigatory meeting. Employees may also file a complaint with the Office of Civil Rights (OCR) of Medicare.
- 264.6 If, as a result of an investigation, failure to abide with confidentiality of Group Health Plan PHI requirements (including retaliation against anyone who files a complaint) is found on the part of any CCPL employee in a position of trust or any other employee, disciplinary action will be taken, up to and including, termination.
- 264.7 CCPL will require compliancy on the part of any contractor (e.g., microfilm company, health care plan consultants) with the privacy regulations set about herein and will issue a statement to be signed as agreement.
- 264.8 Personnel records, including medical information, may be destroyed by shredding the files of former employees in accordance with the approved records disposal schedule.

EMPLOYMENT PRACTICES - 200
Personnel Records - 260

The Human Resources Division shall maintain a system of personnel records and reports covering all CCPL employees, which shall satisfy the requirements of and be integrated with all elements of the system of personnel administration. This system of personnel records shall be as fully automated as is economical and practical.

260.1 All personnel records of individual CCPL employees and records and materials relating to the administration of the library personnel function shall be considered highly restricted property of CCPL, but subject to Ohio law regarding public records.

260.2 General information as to any position's class, title and grade level is public information and available in accordance state law and with such procedures as the Chief Executive Officer prescribes.

260.3 The system of personnel records and reports shall comprise a comprehensive personnel information system which shall include, but not be limited to, the following:

- (a) A master employee record for each employee, containing all pertinent documents relating to the employee and personnel actions affecting the employee (e.g., performance evaluation, leaves of absences, disciplinary actions, promotions, etc.).
- (b) A record of the occupancy status of all positions in CCPL and related records of position classifications and personnel allocations.
- (c) A system of general reporting and recordkeeping to cover appointments, promotions, separations and other personnel transactions for reporting to the Board of Trustees and as required by Federal and State agencies.

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EMPLOYMENT PRACTICES - 200
Personnel Records - 260

Access to Employee Personnel Files - 261

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261.1 Employee information shall be available for inspection at reasonable times, not to be removed from the Human Resources Office, and in accordance with such procedure as the Chief Executive Officer prescribes.

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261.2 Employees may have the Human Resources Division designee make a photocopy of performance evaluations and other documents from their permanent personnel record for their personal use.

EMPLOYMENT PRACTICES - 200
Personnel Records - 260

References - 262

It is the policy of CCPL to give only general information on an employee's performance to reference seekers on written requests. [This includes the employee's title and dates of employment.](#) Callers desiring reference information of greater detail are advised to either send a letter requesting the specific reference information to the Human Resources Director who will answer questions within the parameters of this policy or leave a name and number which [Chief Human Resources Officer](#) will forward to the employee for follow-up.

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- 262.2 References prepared by supervisors or anyone other than a Human Resources Division official are considered "personal references." Any "personal reference" that a supervisor or manager may decide to give on behalf of an employee as a character reference should state that the reference is personal. [CCPL](#) assumes no responsibility for references of this nature.
- 262.3 Criminal background checks are routinely performed on job applicant finalists. CCPL shall honor applicant requests not to contact current employers. Human Resources sends for the criminal background check and hiring supervisors may send for additional references on job finalists for positions that require previous work experience or for verification of application data. Forms are included in the hiring materials for vacancies. All references should be returned to the Human Resources Division to be filed with the job applications.

Deleted: Outsiders telephoning the Human Resources Division for references on past or present employees regarding employment or credit are told only the date of hire and whether the person is currently employed with the Library and will verify salary.

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Deleted: Such references may be placed on CCPL letterhead if the supervisor is commenting on employee behavior that has been directly observed by the supervisor, or on employee performance that occurred while a direct report of the supervisor.

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EMPLOYMENT PRACTICES - 200

Personnel Records - 260

Performance Evaluation - 263

The performance evaluation is intended to (1) apprise employees of how well they are performing by describing the strengths and weaknesses they are displaying on the job; (2) recognize good work by providing a formal opportunity for management to express approval and appreciation for work well done; and (3) serve as a tool for alerting employees who are performing below acceptable standards. The performance of all employees shall be evaluated periodically, but not less than annually. Performance evaluations become part of the employee's permanent personnel record. Access is governed by Ohio law, and to the extent possible, is limited to the persons assigned to maintain personnel records, CCPL officials, the employee, and supervisor, but are accessible to anyone in accordance with Ohio Public Records Law.

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263.1 The Branch/Department Manager is responsible for ensuring that all evaluations are completed in a timely manner.

263.2 Employees who disagree with their evaluation may submit a written rebuttal for inclusion in their permanent personnel record and/or may request for a formal third party review by the next higher supervisor.

263.3 The creation of a performance evaluation policy, and the conduct of performance evaluations, in no way changes the at-will relationship existing between CCPL and employees.

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263.4 The performance evaluation system used by CCPL emphasizes the job-related components of performance. This is done by (1) evaluating employees on their principal duties and responsibilities as outlined in their position descriptions plus the following (as applicable): relations with the public, relations with the library staff, attendance, EEO responsibilities, and performance on special assignments; (2) special assignments or responsibilities unique to a position may be added in the special assignments section; (3) attainment of goals set for eligible managers and confidential employees are evaluated on separate form for the annual incentive pay consideration.

263.5 Performance evaluations are to be completed as follows: (1) employees shall receive three evaluations during their initial employment period. These should be uniformly situated throughout the initial employment period, i.e., at 2 or 4 month intervals; (2) all employees not on probation shall be evaluated annually, prior to their anniversary date or by year end. The completion of the evaluation process is due in the Human Resources Office by the posted deadline; (3) supervisors shall also complete the evaluation whenever one of their reporting staff transfers, is promoted, goes on an extended LOA, or resigns. The above does not limit the supervisor's authority to conduct additional evaluations of an employee's performance, and as deemed necessary by the supervisor.

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EMPLOYMENT PRACTICES - 200
Personnel Records - 260
Performance Evaluation - 263

- 263.6 It is the responsibility of supervisors to work with the Branch or Department Managers to determine what is necessary to satisfactorily perform functions. Factors to be considered in determining the required level of performance include, but are not limited to, quantity and quality of work to be performed, results and/or behaviors expected, the consequences of failing to perform at a satisfactory level, the timeliness of the work to be performed and other standards applicable to the performance of each task.
- 263.7 Any aspects of job performance marked exceptionally good or exceptionally poor must be explained on the evaluation form. This explanation must define how performance was exceptionally good or deficient, and in the latter case, what the employee must do to raise job performance to acceptable levels, include a schedule for making the necessary corrections, and spell out the consequences of failing to make these corrections.
- 263.8 A supervisor may determine that utilizing a set of specific objectives will be appropriate in the case of a specific employee. In any case, those objectives must include; (1) specification of the objective to be attained; (2) the schedule for achieving the objective; and (3) the standard(s) against which the completion of the project will be measured.
- 263.9 Employees should be encouraged to complete a "self-evaluation" to be submitted in advance of the formal performance evaluation by a pre-determined date. All self-evaluations are kept in employees' permanent record in HRD.
- 263.10 In completing a performance evaluation, the immediate supervisor should review this section of the Personnel Policy and Procedure Manual and then:
- (1) Enter the employee's name, branch and department, and hours worked.
 - (2) Review the employee's position description and other pertinent information before (a) crossing out any task(s) or responsibility(ies) that do not apply and (b) adding additional tasks or objectives on which the employee should be evaluated in the special assignments section.
 - (3) Evaluate the employee on the pertinent tasks and responsibilities.

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EMPLOYMENT PRACTICES - 200
Personnel Records - 260
Performance Evaluation - 263

263.10 Continued ...

- (4) Explain any evaluations that are exceptionally good or exceptionally poor, on the form.
- (5) Determine an overall rating for the employee, taking the foregoing into account and making an aggregate assessment.
- (6) Review the evaluation with their supervisor, i.e., the first reviewer, before discussing it with the employee.
- (7) Discuss the evaluation with the employee. The employee should sign (which may be electronic) and date the evaluation during this meeting or online immediately after the meeting has concluded. Signing the evaluation does not signify an employee's agreement with the appraisal; it simply means that the appraisal has been discussed with the employee. Refusal to sign should be noted in an appropriate place and witnessed by a third party. All employees should be given the opportunity to add their remarks. The employee shall be given a copy of the evaluation.
- (8) Transmit the evaluation form (along with the self-evaluation if submitted) to the branch or department manager for review. Each reviewer is responsible for checking the evaluation for content and completeness, signing it, and sending it to the next person in the chain of command. The Department Director, will be the last review step before the evaluation is finalized for the employee's permanent record.

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EMPLOYMENT PRACTICES - 200
Personnel Records - 260
Protected Health Information (PHI) - 264

In compliance with the Health Insurance Portability Accountability Act (HIPAA) Privacy Regulations as issued by the Department of Health and Human Services, effective April 14, 2003, any health information associated with any CCPL Group Health Plan, that is "individually identifiable" is protected under the regulations of the act.

CCPL only keeps medical information required to implement employee requests for Sick [Leave](#), [Short Term Disability](#), FMLA, Medical LOA, Workers' [Compensation](#) benefits, Medical Return-to-Work Statements, OPERS Disability Applications, and health plan enrollment as submitted by individual employees and required pre-employment physicals and/or drug and nicotine screens. Although the records not associated with a CCPL Group Health Plan are not covered by HIPAA, all such records are regarded as highly confidential and extremely sensitive and are kept in locked files in the main office of HRD. Access to such files is limited to HR staff authorized to reference these files on a "need to know basis" to ascertain eligibility to process specified personnel actions requested or initiated by the employee and can also be accessed by the employee themselves by personal appointment or visit to HRD.

264.1 CCPL cannot and will not disclose any PHI without the express, written permission from the individual employee who is subject of the PHI and such information will only be obtained, stored and accessed by authorized CCPL entities for purposes expressly allowed by HIPAA, including health plan billing information; group experience summary information and individual employee enrollment forms and medical records in response to requests for personnel actions (leave requests and return-to-work statements), or as required by law.

264.2 Any such documented PHI information submitted to first line supervisors and managers in branch locations will be forwarded to HRD for the central secured file. NOTE: Unsolicited "employee volunteered" information is not protected by HIPAA regulations.

264.3 Employees have the right to amend their own file documents with official medical updates and also can access their files in HRD in-person and with proof of their identity. Employees may also give written authorization for disclosure of their PHI to other designated entities on a case-by-case basis.

The following points apply only to HIPAA (Group Health [Insurance](#) Plan related) documents:

264.4 The designated privacy officer for CCPL is the [Chief Human Resources Officer](#) and, secondly, the Human Resources [Director](#).

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EMPLOYMENT PRACTICES - 200
 Personnel Records - 260
 Protected Health Information (PHI) - 264

264.5 Any employee who believes that their Group Health Plan medical file has been misused, or that their right to privacy of PHI maintained by CCPL has been violated, may file a complaint in writing to the CCPL Privacy Officer, Chief Human Resources Officer directly, describing the activity that is allegedly a violation. A follow-up meeting will be conducted within 10-days in HRD, including a full examination of the employee's Group Health Plan PHI files. All formal complaints will be answered in writing, following the investigatory meeting. Employees may also file a complaint with the Office of Civil Rights (OCR) of Medicare.

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264.6 If, as a result of an investigation, failure to abide with confidentiality of Group Health Plan PHI requirements (including retaliation against anyone who files a complaint) is found on the part of any CCPL employee in a position of trust or any other employee, disciplinary action will be taken, up to and including termination.

264.7 CCPL will require compliancy on the part of any contractor (e.g., microfilm company, health care plan consultants) with the privacy regulations set about herein and will issue a statement to be signed as agreement.

264.8 Personnel records, including medical information, may be destroyed by shredding the files of former employees in accordance with the approved records disposal schedule.

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EMPLOYMENT PRACTICES – 200

Dismissal – 274

Dismissal is the act of permanently separating an employee from employment at CCPL. The reasons for dismissal are typically performance- and/or conduct-related and must be consistently applied in accordance with the EEO regulations and state and/or federal law. All dismissals must be approved by the Chief Executive Officer. The Human Resources Division will notify dismissed employees of their option to continue health care insurance coverage at the group plan rate at their own expense, where applicable (Section 270.5).

- 274.1 Recommendations for dismissal must be submitted to the Chief Human Resources Officer after thorough investigation and consideration. The Chief Human Resources Officer, who also serves as the Library's EEO Officer, will consider all available information and present a recommendation to the Chief Executive Officer.
- 274.2 In some situations, the Branch/Department Manager/Human Resources may inform the employee that they are being immediately suspended or placed on administrative leave pending the Chief Executive Officer's decision on a recommendation for dismissal. The time that the employee is sent home should be noted on his/her time card. If the investigation indicates that a suspension rather than a dismissal is warranted, then the time spent waiting for the Chief Executive Officer's decision will be deducted from the duration of the disciplinary suspension.
- 274.3 The Chief Executive Officer will make the final determination in the case. The Chief Human Resources Officer or designee will inform the employee of the Chief Executive Officer's decision with a confirming document hand-delivered, emailed or U.S. mailed to the employee.
- 274.4 Dismissed employees are entitled to receive terminal vacation and holiday pay for earned accumulated time, unless circumstances dictate otherwise. Checks issued after the date of separation will include payment of such time at the same rate of pay previously applied. See Section 270 for continuation of health care insurance coverage (on COBRA).

EMPLOYMENT PRACTICES - 200

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