

**BUSINESS OF THE CITY COUNCIL  
WINDSOR HEIGHTS, IOWA  
AGENDA STATEMENT**

Item No. 8  
For Meeting of 04/20/09

**ITEM TITLE:** Discussion and Possible Consideration of resolution approving an updated contract for the Metro Library Service

**CONTACT PERSON:** Marketa George Oliver, City Administrator


**SUMMARY EXPLANATION**

The City of Windsor Heights has been a member of the regional library agreement for a number of years. The attached resolution approves an updated contract with the Provider Libraries. This new contract fees will be based on usage instead per capita, resulting in significant savings for the city. Below is a chart of the fees on the per capita basis, which will no longer be used. As you can see, the City's contribution, had the contract continued on a per capita basis, would have been approximately \$221,751 for the FY 2010. The City originally budgeted \$195,000 for FY 2009, but this agreement would replace the other contract and bring the City's contribution to \$163,957 for the current fiscal year.

Fiscal Year	Dollars	Per Capita Amount
2010	\$221,751	\$46.15
2009	\$188,885	\$39.31
2008	\$168,800	\$35.13
2007	\$156,499	\$32.57

The City has been concerned for some time about the escalating costs of the library payment. The regional libraries came together to address this concern by working with Windsor Heights and developed the new formula based on usage instead of per capita. The attached agreement also put a cap on the amount of money that the agreement would cost Windsor Heights' during its life. The City's cost would not exceed \$172,155 during the life of the agreement. The City's cost could also decrease based on usage.

The regional library agreement makes it possible for Windsor Heights; citizens to utilize neighboring cities libraries. If the City did not pay this fee, Windsor Heights' residents would not have library access.

_____ Resolution _____ Ordinance ____ Contract __ Other (Specify) _____
Funding Source _____
 APPROVED FOR SUBMITTAL _____ City Administrator

**STAFF RECOMMENDATION:** Pass the resolution on a roll call vote.

**RESOLUTION NO. 09-0420-**

**CONSIDERATION OF RESOLUTION APPROVING AN UPDATED CONTRACT FOR  
THE METRO LIBRARY SERVICE**

WHEREAS, the City strives to provide high quality public services for its residents and visitors; and,

WHEREAS, the Metro Library System allows for Windsor Heights citizens to use all metro libraries; and,

WHEREAS, it is necessary for the City of Windsor Heights to approve the contract to allow for access; and,

WHEREAS, under the new agreement, the City will be charged on a usage base instead of a per capita basis;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Windsor Heights, Iowa, that the City Council authorizes the Mayor and the City Administrator to execute the contract for Metro Library Services.

PASSED AND APPROVED THIS 20th DAY OF APRIL, 2009

\_\_\_\_\_  
Jerry Sullivan, Mayor

ATTEST:

\_\_\_\_\_  
Marketa George Oliver, City Administrator and City Clerk

**CONTRACT  
FOR METRO LIBRARY SERVICE**

**THIS CONTRACT** made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between Kirkendall (Ankeny) Public Library, the Des Moines Public Library, the Urbandale Public Library, the West Des Moines Public Library, the Clive Public Library, Pleasant Hill Public Library, Grimes Public Library, and the Johnston Public Library each located in Polk County, Iowa (hereinafter, the Provider Libraries) and the City of Windsor Heights, Polk County, Iowa (hereinafter, the Contracting City).

**WITNESSETH:**

**WHEREAS**, the Provider Libraries are qualified public libraries which are supported financially by annual appropriations from the respective city councils of the cities of Ankeny, Des Moines, Urbandale, West Des Moines, Clive, Pleasant Hill, Grimes, and Johnston; and

**WHEREAS**, the Metro Library Services Agreement provides that cities may contract with the Provider Libraries for library services at the rate and in the manner set out in this agreement and that the citizens of each of the participating cities shall have full access to and use of all library facilities of each of the Provider Libraries; and

**WHEREAS**, the City of Windsor Heights previously contracted with Ankeny Public Library, the Des Moines Public Library, the Urbandale Public Library, the West Des Moines Library, the Clive Public Library, the Pleasant Hill Public Library, the Grimes Public Library, and the Johnston Public Library through a prior Metro Library Services Agreement;

**NOW THEREFORE**, the Kirkendall (Ankeny) Public Library, the Des Moines Public Library, the Urbandale Public Library, the West Des Moines Public Library, the Clive Public Library, the Pleasant Hill Public Library, the Grimes Public Library, the Johnston Public Library, as well as the City of Windsor Heights, do hereby agree as follows:

**1. Purpose of Agreement**

This 28E Agreement is made by and between the parties pursuant to the provisions of Chapter 28E and Chapter 392.5, Code of Iowa 2009, as amended, whereby the Provider Libraries and the Contracting City enter into the Metro Library Services Agreement to provide library services to the residents of the Contracting City. The purpose of this Agreement shall be to set both the terms and conditions under which the Provider Libraries shall jointly provide library services to the Contracting City, and the Central Iowa Library Service Area shall assist in the provision of such services.

**2. Agreement Creates No Separate Legal Entity.**

No separate legal or administrative entity is hereby created. The Provider Libraries and the Central Iowa Library Service Area shall jointly perform the responsibilities set out in this Agreement.

**3. Definitions.**

For purposes of this Agreement, the following terms shall have the following meanings:

- (a) "Fiscal year" shall mean the period from July 1 of a year to and including June 30 of the following year.
- (b) "Qualified public libraries" mean libraries or library systems which are all or partially in Polk County and which meet the average service level of the provider libraries as defined by the current edition of the State Library of Iowa's accreditation standards in the following categories: 1) total per capita library expenditures, 2) total library collection volumes, 3) total full-time professional library staff per 1,000 citizens, and 4) total library open hours per week.
- (c) "Library service to Windsor Heights residents" include the same materials and services that Provider Libraries extend to the residents of their own individual cities.

#### **4. Procurement of and payment for Metro Library Services.**

The Contracting City hereby contracts to procure and agrees to accept metro library services for and on behalf of its citizens, such services to be provided upon the terms and conditions set forth and provided in the Metro Library Services Agreement. In consideration of the provision of metro library services by the Provider Libraries, the Contracting City agrees to pay an annual aggregate amount for metro library services, such amount to be paid in four equal quarterly payments to each of the eight (8) Provider Libraries, all as hereafter provided. The Contracting City agrees to pay each year an annual aggregate amount according to the following formula.

##### Percentage of Usage

The Contracting City's usage of each Provider Library (represented by the number of items circulated to Contracting City's residents in the prior fiscal year) shall be determined by dividing that figure by the sum of all Provider Libraries' total usage (represented by all the items circulated by all Provider Libraries in the prior fiscal year). This results in a number that shows the Contracting City's usage as a percentage of all Provider Libraries' total usage.

##### Total Operating Expenses

Each Provider Library shall report its total operating expenses for the prior fiscal year. The operating expenses do not include debt service, capital expenditures or other items not associated with the operational budget of each Provider Library.

##### Payment Calculated as Usage Multiplied by Percentage of Operating Expenses

The Contracting Library will pay the amount calculated by multiplying the percentage of usage for each Provider Library by the total of all Provider Libraries' operating expenses with the total amount not to exceed \$172,155 per year. In the event that the total exceeds \$172,155 in a given year, the Provider Libraries will receive prorated payments using the formula.

See Exhibit 1 for the formula example for FY09/10.

#### **5. Annual Aggregate Amount to be Billed Quarterly;**

**Pursuant to paragraph 4 of the Metro Library Services Agreement**, the Contracting City will be notified of its annual contribution, along with a table showing circulation, budget, etc. from each Qualified Public Library, and will be billed for their annual contributions on a quarterly basis by the Central Iowa Library Service Area on behalf of the Provider Libraries. Each such quarterly billing by the Central Iowa Library Service Area will be for an amount equal to twenty-five percent (25%) of the aggregate annual amount owed by the Contracting City for that fiscal year, which payment amount shall hereafter be referred as the aggregate quarterly payment. The quarterly billing to the Contracting City for payments for amounts owed to each Provider Library, pursuant to paragraph 4 of the Metro Library Services Agreement. Quarterly billings will be mailed not later than the last working day of October, January, April, and July for library services provided in the preceding calendar quarter. Payment of quarterly user payments by the Contracting City shall be due and payable within twenty (20) days of the mailing of such billings by the Central Iowa Library Service Area.

#### **6. Provision of Metro Library Services by Provider Libraries.**

In providing such library services to the Contracting City and its residents, the Provider Libraries hereby agree to comply with all the requirements and provisions set out in the Metro Library Services Agreement. The Provider Libraries further agree that the residents of the Contracting City shall have the same right of access to and use of the library facilities of the Provider Libraries' residents of the cities whose libraries are the parties to the Metro Library Services Agreement; that is, the residents of the Contracting City shall have full access to and use of all library facilities of the cities of Ankeny, Des Moines, Urbandale, West Des Moines, Clive, Pleasant Hill, Grimes, and Johnston, provided the Contracting City is in full compliance with terms of this Contract and requirements set out in the Metro Library Services Agreement.

#### **7. Term of Agreement.**

The term of this Contract shall be from July 1, 2008 until July 1, 2012.

#### **8. Termination of Contract for Library Services.**

Either Party may terminate its participation in this Contract for Metro Library Services as of July 1<sup>st</sup> of any calendar year, provided written notice of intent to cancel such participation is sent by certified mail to the City of Windsor Heights or to each of the respective library directors for the Provider Libraries providing library services under this Contract. Such notice of intent to cancel participation shall be postmarked not less than six (6) months prior to the July 1<sup>st</sup> date upon which either party desires to cancel service.

#### **9. Participation in Library Board Meetings of Provider Libraries.**

The Contracting City may designate and send an observing member to meet with and to participate in library board meetings of any Provider Library providing library services under this Contract. Said observing member will be provided copies of the agendas of all library board meetings of each Provider Library. An observing member wishing to have an item considered by a library board shall notify that library's director in advance of the preparation of that board's agenda.

**10. Contract to be Filed with Secretary of State.**

This Contract shall be filed with the Secretary of State and recorded with the Polk County Recorder pursuant to Chapter 28E.8, Code of Iowa.

**IN WITNESS WHEREOF**, this Contract has been executed in nine (9) counterparts, each of which may be considered an original, on the day and year last above written.

## EXHIBIT 1

### Metro Library Funding Formula for FY09/10

<b>Provider Libraries</b>	Total Usage (circulation to all users) in FY07/08)	Total Operating Expenses (in FY07/08)	Windsor Heights Usage (in FY07/08)	% of Total Usage	<b>Cost to Windsor Heights</b>
Clive Public Library	223,623	\$706,772	1,977	0.0483%	\$7,424
Des Moines Public Library	1,552,751	\$7,628,518	20,541	0.5020%	\$77,140
Grimes Public Library	95,234	\$286,667	36	0.0009%	\$135
Johnston Public Library	250,021	\$988,973	238	0.0058%	\$894
Kirkendall Public Library (Ankeny)	447,912	\$1,130,924	314	0.0077%	\$1,179
Pleasant Hill Public Library	93,378	\$388,845	3	0.0001%	\$11
Urbandale Public Library	644,028	\$2,080,037	17,095	0.4178%	\$64,199
West Des Moines Public Library	784,906	\$2,155,820	3,455	0.0844%	\$12,975
Metro Contract Libraries	4,091,853	\$15,366,556	43,659	1.0670%	<b>\$163,957</b>

**City of Ankeny, Iowa**

By: \_\_\_\_\_  
President, Board of Trustees

By: \_\_\_\_\_  
Secretary, Board of Trustees

**STATE OF IOWA, POLK COUNTY, ss:**

On this \_\_\_\_ day of \_\_\_\_\_, 2009, before me the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known, who being by me duly sworn, did say that they are President and Secretary, respectively, of the Board of Trustees of the Kirkendall (Ankeny) Public Library; that the foregoing document was signed and executed upon behalf of such Board of Trustees by authority of said Board granted at its meeting of \_\_\_\_\_, 2009, and that \_\_\_\_\_ and \_\_\_\_\_ acknowledged the execution of the document to be their voluntary act and deed and the voluntary act and deed of said Board of Trustees, by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for said State of Iowa

**City of Des Moines, Iowa**

By: \_\_\_\_\_  
President, Board of Trustees

By: \_\_\_\_\_  
Secretary, Board of Trustees

**STATE OF IOWA, POLK COUNTY, ss:**

On this \_\_\_\_ day of \_\_\_\_\_, 2009, before me the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known, who being by me duly sworn, did say that they are President and Secretary, respectively, of the Board of Trustees of the Des Moines Public Library; that the foregoing document was signed and executed upon behalf of such Board of Trustees by authority of said Board granted at its meeting of \_\_\_\_\_, 2009, and that \_\_\_\_\_ and \_\_\_\_\_ acknowledged the execution of the document to be their voluntary act and deed and the voluntary act and deed of said Board of Trustees, by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for said State of Iowa

**City of Urbandale, Iowa**

By: \_\_\_\_\_  
President, Board of Trustees

By: \_\_\_\_\_  
Secretary, Board of Trustees

**STATE OF IOWA, POLK COUNTY, ss:**

On this \_\_\_\_ day of \_\_\_\_\_, 2009, before me the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known, who being by me duly sworn, did say that they are President and Secretary, respectively, of the Board of Trustees of the Urbandale Public Library; that the foregoing document was signed and executed upon behalf of such Board of Trustees by authority of said Board granted at its meeting of \_\_\_\_\_, 2009, and that \_\_\_\_\_ and \_\_\_\_\_ acknowledged the execution of the document to be their voluntary act and deed and the voluntary act and deed of said Board of Trustees, by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for said State of Iowa

**City of West Des Moines, Iowa**

By: \_\_\_\_\_  
President, Board of Trustees

By: \_\_\_\_\_  
Secretary, Board of Trustees

**STATE OF IOWA, POLK COUNTY, ss:**

On this \_\_\_\_ day of \_\_\_\_\_, 2009, before me the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known, who being by me duly sworn, did say that they are President and Secretary, respectively, of the Board of Trustees of the West Des Moines Public Library; that the foregoing document was signed and executed upon behalf of such Board of Trustees by authority of said Board granted at its meeting of \_\_\_\_\_, 2009, and that \_\_\_\_\_ and \_\_\_\_\_ acknowledged the execution of the document to be their voluntary act and deed and the voluntary act and deed of said Board of Trustees, by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for said State of Iowa

**City of Windsor Heights, Iowa**

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
City Clerk

STATE OF IOWA, POLK COUNTY, ss:

On this \_\_\_\_ day of \_\_\_\_\_, 2009, before me the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known, who being by me duly sworn, did say that they are Mayor and City Clerk, respectively, of the City of Windsor Heights; that the foregoing document was signed and executed upon behalf of such City by authority of the City Council granted at its meeting of \_\_\_\_\_, 2009, and that \_\_\_\_\_ and \_\_\_\_\_ acknowledged the execution of the document to be their voluntary act and deed and the voluntary act and deed of said City, by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for said State of Iowa

**City of Clive, Iowa**

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
City Clerk

STATE OF IOWA, POLK COUNTY, ss:

On this \_\_\_\_ day of \_\_\_\_\_, 2009, before me the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known, who being by me duly sworn, did say that they are Mayor and City Clerk, respectively, of the City of Clive; that the seal affixed to the foregoing instrument to which this is attached is the corporate seal of the City; that the instrument was signed and sealed on behalf of the City by authority of its City Council, as contained in Ordinance Resolution No. \_\_\_\_\_ passed by resolution of the City Council under Roll Call No. \_\_\_\_ of the City Council on the \_\_\_\_ day of \_\_\_\_\_ 2009; and that \_\_\_\_\_ and \_\_\_\_\_ as such officers, acknowledged the execution of the instrument to be the voluntary act and deed of the City, by it and by them voluntarily executed.

\_\_\_\_\_  
Notary Public in and for said State of Iowa

**City of Pleasant Hill, Iowa**

By: \_\_\_\_\_  
President, Board of Trustees

By: \_\_\_\_\_  
Secretary, Board of Trustees

**STATE OF IOWA, POLK COUNTY, ss:**

On this \_\_\_\_ day of \_\_\_\_\_, 2009, before me the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known, who being by me duly sworn, did say that they are President and Secretary, respectively, of the Board of Trustees of the Pleasant Hill Public Library; that the foregoing document was signed and executed upon behalf of such Board of Trustees by authority of said Board granted at its meeting of \_\_\_\_\_, 2009, and that \_\_\_\_\_ and \_\_\_\_\_ acknowledged the execution of the document to be their voluntary act and deed and the voluntary act and deed of said Board of Trustees, by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for said State of Iowa

**City of Grimes, Iowa**

By: \_\_\_\_\_  
President, Board of Trustees

By: \_\_\_\_\_  
Secretary, Board of Trustees

**STATE OF IOWA, POLK COUNTY, ss:**

On this \_\_\_\_ day of \_\_\_\_\_, 2009, before me the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known, who being by me duly sworn, did say that they are President and Secretary, respectively, of the Board of Trustees of the Grimes Public Library; that the foregoing document was signed and executed upon behalf of such Board of Trustees by authority of said Board granted at its meeting of \_\_\_\_\_, 2009, and that \_\_\_\_\_ and \_\_\_\_\_ acknowledged the execution of the document to be their voluntary act and deed and the voluntary act and deed of said Board of Trustees, by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for said State of Iowa

**City of Johnston, Iowa**

By: \_\_\_\_\_  
President, Board of Trustees

By: \_\_\_\_\_  
Secretary, Board of Trustees

**STATE OF IOWA, POLK COUNTY, ss:**

On this \_\_\_\_ day of \_\_\_\_\_, 2009, before me the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known, who being by me duly sworn, did say that they are President and Secretary, respectively, of the Board of Trustees of the Johnston Public Library; that the foregoing document was signed and executed upon behalf of such Board of Trustees by authority of said Board granted at its meeting of \_\_\_\_\_, 2009, and that \_\_\_\_\_ and \_\_\_\_\_ acknowledged the execution of the document to be their voluntary act and deed and the voluntary act and deed of said Board of Trustees, by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for said State of Iowa