

St. Tammany Parish Library  
Board of Control Meeting  
February 28, 2023  
Madisonville Branch  
1123 Main St.  
Madisonville, LA 70447  
6:30 P.M.

AGENDA

Call to order by President and Roll Call by Director

1. Approval of the minutes of the meeting of the Library Board of Control that was held on January 24, 2022.
  - Discussion
  - Public Comment
  - Vote
  
2. NEW BUSINESS
  - A. Financial Reports – January 2023
    - Discussion
    - Public Comment
    - Vote
  
  - B. 2023 Spring Budget Amendment
    - Discussion
    - Public Comment
    - Vote
  
  - C. COVID Leave Policy and Procedure Renewal
    - Discussion
    - Public Comment
    - Vote
  
  - D. Admin Building Lease Renewal
    - Discussion
    - Public Comment
    - Vote
  
  - E. Extension of the Hwy 36 Lease
    - Discussion
    - Public Comment
    - Vote
  
  - F. Resolution regarding graphic novels
    - Discussion
    - Public Comment
    - Vote

G. Director's Report

- Discussion
- Public Comment

3. OLD BUSINESS

- A. Strategic Planning Committee
- B. St. Tammany Parish Library Foundation
- C. Friends of the Library Report

4. Public Comment

5. Adjournment

St. Tammany Parish Library  
Board of Control Meeting  
January 24, 2023  
Slidell Branch Library  
555 Robert Blvd.  
Slidell, LA 70458  
6:30 P.M.

### **MINUTES**

The meeting was called to order by Becky Taylor, President. Kelly LaRocca, Director, called the roll and declared that a quorum was present.

Present: Carmen Butler, Mary Reneau, Ann Shaw, Becky Taylor

Absent: Bill Allin, Dr. Argiro Morgan, Susie Tosso

Emily Couvillon with the Civil Division of the District Attorney's Office was also present as legal counsel for the library.

B. Taylor explained the rules for public comment. A three-minute time limit is established for each member of the public wishing to speak on an item on the agenda. B. Taylor stated that proper decorum is expected of all meeting attendees, asked that attendees refrain from applause, and asked attendees not to interrupt speakers or reports.

#### **1. Approval of the minutes of the meeting of the Library Board of Control that was held on December 13, 2022 and the special board meeting on January 3, 2023**

**Discussion:** December 13, 2022 minutes - B. Taylor asked for an addition on page 10, section J. Statement of Concern Appeal – *My Rainbow*. She asked to add that the patron who submitted the Statement of Concern, Diane Bruni, was offered five minutes for public comment. D. Bruni did not appear for public comment. B. Taylor asked for a correction on page 13 under Raven Creech's public comment. In the first sentence, the word "cannot" should be replaced with the word "could".

M. Reneau moved to approve the minutes of the December 13, 2022 meeting with the stated corrections. It was seconded by A. Shaw. All were in favor, none were opposed, and three were absent. Motion carried.

January 3, 2023 minutes – M. Reneau asked for a correction on page one under the roll call. She is listed as both present and absent under the roll call. Ann Shaw should be listed as absent and Mary Reneau as present.

**Public Comment:** There was no public comment.

**Vote:** C. Butler moved to approve the January 3, 2023 special meeting minutes with the stated correction. It was seconded by M. Reneau. All were in favor, none were opposed, and three were absent. Motion carried.

## 2. NEW BUSINESS

### A. Financial Reports – December 2022

**Discussion:** K. LaRocca reported that no new funds were received in December 2022. The library received all expected Ad Valorem and State Revenue Sharing funds for the year. Revenues are at 100.32% and Expenditures are at 97.31%. The library remained within budget for the year.

K. LaRocca explained that the Library Salaries line is at 96.35% due to the payment date of the final payroll of 2022 falling in 2023. The line will be in balance when the auditor moves those funds to 2022 during the annual audit in March. The Publication of Legal Notices line continues to be over budget due to longer library board meetings and board meeting minutes which are published in the St. Tammany Farmer. The Fuel and Lube, Electricity, and Water lines were over budget due to paying bills in December that were due in January. The Office Supplies, Book Preparation Supplies, and Computer/Printer Supplies lines are over budget due to the increasing costs of supplies. The Capital Outlay-Library Resource Acquisitions line is under budget at 99%.

**Public Comment:**

Donna Bonnoitt – Stated she has been paying property taxes in St. Tammany Parish for 35 years. Stated that the Money Hill Fire District has just enough money to send one firefighter to a fire, yet the library has \$11,000,000 to \$14,000,000. Stated that the library is using that money to groom children in the Parish. Stated that the ALA (American Library Association) is running the library and that Kelly LaRocca has been in contact with the ALA since June. Stated that the library has reported people who have challenged books to the ALA and accused the library of doxing her.

**Vote** – A. Shaw moved to approve the December 2022 Financial Reports. It was seconded by M. Reneau. All were in favor, none were opposed, and three were absent. Motion carried.

## **B. RFP for a Classification and Compensation Study**

**Discussion:** Brent Geiger reviewed the final draft of the RFP (Request for Proposal) that was presented to the Board in September 2022. The library is asking for a company to review job descriptions, classifications, and compensation levels of other libraries as compared to ours. The RFP was sent for legal review and adjustments were made based on that review.

B. Taylor asked B. Geiger to explain what this study will do for the library. B. Geiger explained that staff would have updated job descriptions, additional job descriptions, and the compensation study would adjust the current range and step chart that is used to calculate compensation. M. Reneau asked if the comparison study will be local or national. B. Geiger confirmed that it would be local libraries and government agencies. M. Reneau asked how the RFP will be advertised. B. Geiger stated that it will be published in the newspaper and on the library's website.

**Public Comment:** There was no public comment.

**Vote:** A. Shaw moved to approve the RFP for a Classification and Compensation Study. It was seconded by C. Butler. All were in favor, none were opposed, and three were absent. Motion carried.

## **C. Resolution regarding legal counsel for La R.S. 14:91:11**

**Discussion:** B. Taylor stated that the Board approved a similar resolution in 2022. The Attorney General's Office requires a different format for the resolution with additional information. B. Taylor explained that there have been allegations that the library has violated La R.S. 14:91:11. The St. Tammany Parish District Attorney, Warren Montgomery, has recused himself from providing legal advice on this issue, which requires that the Board seek special legal counsel regarding the allegations so that they can adequately respond to statements of concern and make any necessary adjustments to policy and procedure. B. Taylor read the resolution aloud.

### **Public Comment:**

Fran Smith – Asked why there is a need for legal counsel if the library has not done anything wrong. Stated that the citizens are paying for this and the majority of the citizens do not agree with what the library is doing. There was verbal disruption from the public in attendance. B. Taylor called the meeting back to order. F. Smith stated that her grandson visited the library. She told him to be sure to show the book that he checked out to his parents. There was more verbal disruption from the public in attendance. B. Taylor gave a final warning and called the meeting back to order. F. Smith stated that she never thought she would have to protect her children from the library.

M. Reneau asked the public in attendance to be considerate and respectful. She stated that everyone has the right to express their opinion.

Emmett Johnson, Sr. – Stated that he has never seen so much hate before. Stated that he does not want books banned, just locked up where children cannot access them. He compared it to *Playboy* magazine being kept behind the desk at stores. Stated it is not about homosexuality. Stated that sex should not be important in a child's life. Stated that if a tornado were to hit, everyone would be helping each other, but instead everyone has anger in their hearts.

Sonnet Ireland – Stated that the reason the library has to pay for a lawyer is because the District Attorney recused himself. Stated that legal counsel is necessary and vital in protecting the library and the Parish from lawsuits. Stated that she prefers her tax dollars to be spent on preventative consultations rather than on lengthy court battles. Commended the Library Director, the Board and staff for their professionalism and integrity when under attack.

Donna Bonnoitt – Stated that Kelly LaRocca has been in contact with legal counsel for the ALA. Stated she was verbally attacked by Cynthia Weatherly and Bill Allin after the December library board meeting and reported it to police. Stated that the police report showed that they both have the same attorney, Buddy Spell, and asked if the library is paying for C. Weatherly's legal aid. Stated that she does not trust any of the Board or Library Administration and wants them all gone. Stated that she will do her best to defund as much of the library as possible.

Jamie Segura – Asked what is the premise or reason for the District Attorney recusing himself.

Rebecca Bohm – Stated that it is a shame that the library has to get a lawyer to protect books that are not pornography. Stated that because of today's society, children need to know about sex at a younger age and should be able to read about it. Thanked the Board for their efforts.

Roxanne Newman – Stated how disingenuous it is for D. Bonnoitt to question the need for legal counsel. Stated that the Board has been put in this position by the very people who have accused the Board and library staff of unspeakable things. She stated that the Board and Library Administration are acting within the scope of their employment. The Parish has a duty to defend the library. The library has no choice but to defend itself and the Parish has a duty to pay for it.

Emily Couvillon answered questions that were asked during public comment. Regarding J. Segura's question about the District Attorney (DA) recusing himself, E. Couvillon explained that she is the Assistant District Attorney for St. Tammany Parish. The DA's Office serves as legal counsel for the library, as the DA is the legal counsel for Boards and Commissions in St. Tammany Parish, as well as Parish Government. She stated that the DA's Office is continuing to

serve in that capacity for all issues except for the limited issue of the allegations that certain books in the library's collection violate La R.S. 14:91:11. The DA has recused himself from that issue alone because the DA is the person who receives criminal complaints that are raised. In order to prevent a conflict of interest, the DA has recused himself and advised the Library Board to seek special counsel for that limited purpose. In reference to D. Bonnoitt's question about legal counsel for the library, E. Couvillon stated that the special counsel referenced in the resolution is Smith & Fawer, LLC, not Buddy Spell.

**Vote:** C. Butler moved to approve the resolution to retain special counsel. It was seconded by M. Reneau. All were in favor, none were opposed, and three were absent. Motion carried.

#### **D. Director's Report**

**Discussion:** K. LaRocca reported that internet fiber has been installed at the new Technical Services, Maintenance, and I.T. building. The build-out on the second floor of the building is almost complete, including A/C for the server room. The pre-quote meeting for the first-floor renovation of the building was on January 19<sup>th</sup>. The quotes will be opened by the Parish's Procurement Office on February 7<sup>th</sup>. New gutters were installed at the Bush Branch.

Advertising was purchased to promote LibraryCon. Children's librarians and small branch managers offered outreach services to Lacombe-Mandeville Headstart, Chahta-Ima Elementary School, A-Z Preschool, 1<sup>st</sup> Class Academy, Abney Elementary, Southern Magnolia Montessori School, Kidz Klub House, Kinder Haus Montessori, and the Northshore Behavioral Center. Staff attended the Martin Luther King, Jr. Day Celebration at the Greater Covington Center and offered a craft activity for children. Staff provided outreach to the Council on Aging St. Tammany in Folsom.

Jacquelyn Riecke is the new Public Relations and Community Coordinator. Staff attended Ozobot Training, a St. Tammany Commission on Families meeting, Northshore Non-Profit Round-Up, and the Library Foundation meeting.

Santa Claus visited all six large branches as well as Abita Springs, Lee Road, Bush, and Folsom in December. Storytime began the week of January 9<sup>th</sup>. The popular LibraryCon program returned after a two-year hiatus on January 14<sup>th</sup>. 350 people attended including children, teens, and adults. Byron Holdiman, Genealogy Librarian at the Covington Branch, held a new program on January 19<sup>th</sup> called DNA for Genealogy: Basics. Current teen programs include Study Hall, Volunteer days, Teen Volunteer Council meetings, and Home School Hangout. Several staff attended virtual webinars.

Two new databases were added in January: National Geographic – People Animal World Subscription 1888 – current and MyHeritage Library Edition. Contract renewals include: Advantage Fire Specialists, Innovative ArcServ, Innovative Maintenance and Licenses, Polaris Syndetics, Sage 50C, Transformyx Cisco AMP, Transformyx Proofpoint, Quest KACE Desktop Authority Management Suite, and Zoobean, Inc. reading program. New contracts: Transformyx Network Penetration Test (State contract).

There has been a total of 193 Statements of Concern on 150 titles submitted. Staff have volunteered to serve on committees and have been assigned books. Committee members have been reading their assigned books and committee meetings are in the process of being scheduled.

K. LaRocca referenced the statistics for December 2022 and the 2022 service statistics. Total circulation for 2022 was 967,327. That is an increase of 78,000 from 2021. A total of 607,420 items were physical items and 359,907 were virtual items. Total door count was 541,040. Total computer usage was 92,385. Total amount of children, teen, and adult programs were 2,205 with a total of 44,012 people in attendance. The branch wireless internet inside total was 85,603 and the wireless outside total was 86,233. B. Taylor commented how wonderful and significant it is that over ½ million people walked into our library branches last year.

**Public Comment:**

Gnanse Nelson – Stated that the Board, Kelly LaRocca, and library staff have done a wonderful and extraordinary job. Stated that she wants to publicly state how appreciative she is for the services the library provides. Stated she hopes that they continue working as they have done to protect citizens' 1<sup>st</sup> Amendment rights.

Ruth Terry Sipos – Complimented the staff at the Abita Springs Branch. Stated that Kay Redd is wonderful and welcomes the entire community into the library. Stated that Kay still asks her about all of the teachers who frequented the library while R. Terry Sipos coordinated the homebound program for the school district.

Roxanne Newman – Thanked the Board and library staff for everything they do. Stated that Kelly LaRocca is very passionate about her work and it shows. Stated that she realizes that everyone's jobs have gotten harder during this situation. Stated that she appreciates them and their efforts to keep the library a place for all people to access.



### **3. OLD BUSINESS**

#### **A. Strategic Planning Committee Update**

K. LaRocca stated that the report has not changed since the last report in December. Consultants Carson Block and Susan Kent are ready to present a draft of the goals and a new mission and vision statement. The presentation is on hold for a short time until the Board and Library Administration can give strategic planning the time and attention needed to complete the process. The plan is to have the consultants visit in-person again sometime in March.

#### **B. Rules and Regulations Committee Update**

K. LaRocca reported that the committee has not met since the last update. The next meeting is not scheduled yet. When the next meeting is scheduled, the date and time will be posted on the website and the door of the branch where the meeting will take place.

### **4. Public Comment**

Ruth Terry Sipos – Stated how much she appreciates the Board. Stated that this has turned into a tough situation. Thanked the Board for being kind and for helping to navigate this tough time. Stated that the Board has her full support.

Catalina Reyna – Stated that the numbers from 2022 are very enthusiastic. Stated that the situation with the books that have been challenged are minute in comparison to the wonderful job the library does. Stated that out of the 967,327 items circulated in 2022, the 150 challenged books only represent .015% of those items. Stated that there is a lot of misinformation spreading that is based on fear.

Jamie Segura – Reiterated her opposition to taking books out of circulation even while challenged. Stated that it is censorship, banning, and against the 1<sup>st</sup> Amendment. Stated there is no evidence that any of these books cause harm to any child. Stated that librarians are not babysitters. Stated that there may be many books that a child should not see until they are old enough to understand, but it is the parent's job to oversee that.

B. Taylor clarified to J. Segura that the library has not taken the challenged books out of circulation. They have been temporarily placed behind the circulation desk and are available for checkout with an appropriate library card.

Kitty Carmody – Stated that she is also a taxpayer. Congratulated Kelly LaRocca and the staff for the fantastic circulation statistics for 2022. Stated that she is anti-censorship. Stated that there are very few people submitting the statements of concern, and there is no way they are reading all of the books at the rate they are submitting them. Stated that the books should be read in their entirety.

Lisa Rustemeyer – Agreed that the entire book should be read before submitting a challenge. Stated that public records requests show that one complainant submitted 37 statements of concern in one day. Stated that the same complainant has challenged over 80 titles in total, which is more than 50% of the 150 challenges. Stated that the content of the statements of concern were copied and pasted from one statement to another and from Booklooks.org, which is a book reviewer that aims to censor books according to their values.

Johanna Miner – Stated that all board members are not present and that they must be embarrassed by this situation. Stated that this is not about the LGBTQIA+ community, it is about protecting children. Stated that Mary Reneau asked about the rights of adults at the meeting on January 3<sup>rd</sup>. Stated that it is about protecting innocent children from looking at filth and pornography. Stated that the Board, Library Director, and Assistant Directors need to be removed. She asked B. Geiger what his salary is. He stated that she can submit a public records request for salary information.

Rosemary Manint – Stated that we would have to keep children in a bubble to protect them from things that hurt children. Stated that the library has nothing to do with hurting children. Stated that an unnecessary problem has been created. Stated that it is very disheartening to listen to all of this and she is sorry that the library has to go through this. Stated that it is politics, fear, discrimination, and hate driving the situation.

## 5. Adjournment

There being no further business, a motion to adjourn was made by A. Shaw and seconded by M. Reneau. The motion carried.

---

Mary Reneau, Secretary



**St. Tammany Parish Library - General Fund  
Balance Sheet  
January 31, 2023**

2

**ASSETS**

**Current Assets**

Cash	\$	12,067,646.44
Cash - Health Claims		(22,481.99)
Due from Paylocity		0.00
Returned Checks		0.00
Ad Valorem Receivable - 2021		0.00
Ad Valorem Receivable - 2022		3,747,708.73
Ad Valorem Receivable - 2020		966,166.67
Due from State of Louisiana		186,403.53
Prepaid Expenses		177,245.58

**Total Current Assets** 17,122,688.96

**Other Assets**

Deposits		1,981.00
----------	--	----------

**Total Other Assets** 1,981.00

**Total Assets** \$ 17,124,669.96

**LIABILITIES AND FUND BALANCE**

**Current Liabilities**

Accounts Payable	\$	122.38
Accrued Salaries		170,964.09
Deferred Inflows - Ad Valorem		40,662.00
Elective Benefits Payable		(2,074.49)
Retirement Payable		67,416.99
Health Claims Payable		148,210.55
Due to Employee		219.82

**Total Current Liabilities** 425,521.34

**Fund Balance**

Fund Balance		16,699,148.62
--------------	--	---------------

**Total Fund Balance** 16,699,148.62

**Total Liabilities & Fund Balance** \$ 17,124,669.96

**St. Tammany Parish Library-General Fund**  
**Statement of Revenues and Expenditures**  
**For the One Month Ending January 31, 2023**

3

	<u>Current Period</u> <u>Actual</u>	<u>Year to Date</u> <u>Actual</u>	<u>Yearly Total</u> <u>Budget</u>	<u>Variance</u>	<u>YTD Act</u> <u>to YTD</u> <u>Budget</u>
<b>Revenues</b>					
Ad Valorem Taxes	\$ 966,166.67	\$ 966,166.67	11,594,000.00	10,627,833.33	8.33
State Revenue Sharing	21,052.33	21,052.33	252,628.00	231,575.67	8.33
Fines/Fees	6,096.29	6,096.29	63,000.00	56,903.71	9.68
Grants and Other	0.00	0.00	1,000.00	1,000.00	0.00
Interest Income	7,154.07	7,154.07	18,500.00	11,345.93	38.67
Insurance Proceeds	0.00	0.00	0.00	0.00	0.00
Donations Received	6,041.03	6,041.03	50,000.00	43,958.97	12.08
Summer Reading Shirt Sales	0.00	0.00	1,350.00	1,350.00	0.00
<b>Total Revenues</b>	<b>1,006,510.39</b>	<b>1,006,510.39</b>	<b>11,980,478.00</b>	<b>10,973,967.61</b>	<b>8.40</b>
<b>Expenditures</b>					
Library Administration	384,067.18	384,067.18	5,555,000.00	5,170,932.82	6.91
Employee Benefits	170,153.93	170,153.93	2,019,592.00	1,849,438.07	8.43
Advertising,Dues & Subscriptio	1,866.82	1,866.82	40,500.00	38,633.18	4.61
Signage	0.00	0.00	3,000.00	3,000.00	0.00
Printing, Duplicating & Bindin	86.73	86.73	19,000.00	18,913.27	0.46
Promotional Production	0.00	0.00	7,500.00	7,500.00	0.00
Utilities	31,835.72	31,835.72	311,655.00	279,819.28	10.22
Communications	10,940.65	10,940.65	151,500.00	140,559.35	7.22
Leases	32,589.97	32,589.97	319,500.00	286,910.03	10.20
Maintenance of Property & Equi	88,483.95	88,483.95	543,500.00	455,016.05	16.28
Maintenance Services (Building	20,117.37	20,117.37	262,055.00	241,937.63	7.68
Professional Services	79,249.98	79,249.98	298,925.00	219,675.02	26.51
Insurance and Claims	12,580.00	12,580.00	220,026.00	207,446.00	5.72
Operating Supplies	12,384.80	12,384.80	151,000.00	138,615.20	8.20
Travel & Continuing Education	4,878.77	4,878.77	84,000.00	79,121.23	5.81
Public Relations/Programming	5,754.72	5,754.72	110,800.00	105,045.28	5.19
Capital Outlay-Non-Book Acq.	89,892.84	89,892.84	434,758.00	344,865.16	20.68
Capital Outlay-library Res. Ac	223,832.20	223,832.20	1,438,500.00	1,214,667.80	15.56
Capital Expenditures - Cameras	0.00	0.00	6,000.00	6,000.00	0.00
<b>Total Expenditures</b>	<b>1,168,715.63</b>	<b>1,168,715.63</b>	<b>11,976,811.00</b>	<b>10,808,095.37</b>	<b>9.76</b>
<b>Excess of Revenues/(Expenditur</b>	<b>\$ (162,205.24)</b>	<b>\$ (162,205.24)</b>	<b>3,667.00</b>	<b>165,872.24</b>	<b>(4,423.38)</b>

**St. Tammany Parish Library**  
**Statement of Changes in Fund Balance**  
**For the One Month Ending January 31, 2023**

4

Beginning Fund Balance	\$	16,861,353.86
Net Income		(162,205.24)
		<hr/>
Ending Fund Balance	\$	<u>16,699,148.62</u>

**SUPPLEMENTAL INFORMATION**

**St. Tammany Parish Library-General Fund**  
**Schedule of Expenditures**  
**For the One Month Ending January 31, 2023**

6

	<u>Current Period</u> <u>Actual</u>	<u>Year to Date</u> <u>Actual</u>	<u>Yearly Total</u> <u>Budget</u>	<u>Variance</u>	<u>YTD</u> <u>Actual to</u> <u>YTD</u> <u>Budget</u>
<b>Library Administration</b>					
Library Salaries	\$ 384,067.18	\$ 384,067.18	\$ 5,555,000.00	5,170,932.82	6.91
<b>Total</b>	<b>\$ 384,067.18</b>	<b>\$ 384,067.18</b>	<b>\$ 5,555,000.00</b>	<b>5,170,932.82</b>	<b>6.91</b>
<b>Employee Benefits</b>					
FICA/ Supplemental Retirement	\$ 8,472.15	\$ 8,472.15	\$ 109,600.00	101,127.85	7.73
Retirement Contributions	41,411.79	41,411.79	516,000.00	474,588.21	8.03
Health Insurance Expense	31,802.24	31,802.24	450,000.00	418,197.76	7.07
Health Trust	67,820.75	67,820.75	900,500.00	832,679.25	7.53
Worker's Compensation Expense	20,647.00	20,647.00	42,492.00	21,845.00	48.59
Employee Miscellaneous	0.00	0.00	1,000.00	1,000.00	0.00
<b>Total</b>	<b>\$ 170,153.93</b>	<b>\$ 170,153.93</b>	<b>\$ 2,019,592.00</b>	<b>1,849,438.07</b>	<b>8.43</b>
<b>Advertising, Dues &amp; Subscriptions</b>					
Publication of Legal Notices	\$ 1,466.82	\$ 1,466.82	\$ 4,000.00	2,533.18	36.67
Membership Dues	0.00	0.00	9,500.00	9,500.00	0.00
Advertising	400.00	400.00	27,000.00	26,600.00	1.48
<b>Total</b>	<b>\$ 1,866.82</b>	<b>\$ 1,866.82</b>	<b>\$ 40,500.00</b>	<b>38,633.18</b>	<b>4.61</b>
<b>Signage</b>					
Signage	\$ 0.00	\$ 0.00	\$ 3,000.00	3,000.00	0.00
<b>Total</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 3,000.00</b>	<b>3,000.00</b>	<b>0.00</b>
<b>Printing, Duplicating &amp; Binding</b>					
Printing	\$ 86.73	\$ 86.73	\$ 9,000.00	8,913.27	0.96
Book Binding	0.00	0.00	5,000.00	5,000.00	0.00
Patron Cards	0.00	0.00	5,000.00	5,000.00	0.00
<b>Total</b>	<b>\$ 86.73</b>	<b>\$ 86.73</b>	<b>\$ 19,000.00</b>	<b>18,913.27</b>	<b>0.46</b>
<b>Promotional Production</b>					
Promotional Production	\$ 0.00	\$ 0.00	\$ 7,500.00	7,500.00	0.00
<b>Total</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 7,500.00</b>	<b>7,500.00</b>	<b>0.00</b>



**St. Tammany Parish Library-General Fund**  
**Schedule of Expenditures**  
**For the One Month Ending January 31, 2023**

7

	<u>Current Period</u> <u>Actual</u>	<u>Year to Date</u> <u>Actual</u>	<u>Yearly Total</u> <u>Budget</u>	<u>Variance</u>	<u>YTD</u> <u>Actual to</u> <u>YTD</u> <u>Budget</u>
<b>Utilities</b>					
Electricity	\$ 28,439.30	\$ 28,439.30	\$ 274,000.00	245,560.70	10.38
Gas	581.41	581.41	3,050.00	2,468.59	19.06
Water	2,815.01	2,815.01	34,605.00	31,789.99	8.13
<b>Total</b>	<b>\$ 31,835.72</b>	<b>\$ 31,835.72</b>	<b>\$ 311,655.00</b>	<b>279,819.28</b>	<b>10.22</b>
<b>Communications</b>					
Postage	\$ 253.80	\$ 253.80	\$ 14,000.00	13,746.20	1.81
Voice Line	6,231.03	6,231.03	88,500.00	82,268.97	7.04
Data Lines (Internet)	4,437.50	4,437.50	48,000.00	43,562.50	9.24
Courier/Shipping	18.32	18.32	1,000.00	981.68	1.83
<b>Total</b>	<b>\$ 10,940.65</b>	<b>\$ 10,940.65</b>	<b>\$ 151,500.00</b>	<b>140,559.35</b>	<b>7.22</b>
<b>Leases</b>					
Building Lease Expense	\$ 32,318.86	\$ 32,318.86	\$ 311,000.00	278,681.14	10.39
Equipment Lease Expense	271.11	271.11	6,000.00	5,728.89	4.52
Vehicle Lease Expense	0.00	0.00	2,500.00	2,500.00	0.00
<b>Total</b>	<b>\$ 32,589.97</b>	<b>\$ 32,589.97</b>	<b>\$ 319,500.00</b>	<b>286,910.03</b>	<b>10.20</b>
<b>Maintenance of Property &amp; Equipment</b>					
Custodial and Janitorial	\$ 17,557.77	\$ 17,557.77	\$ 210,000.00	192,442.23	8.36
Grounds/Lawn Maintenance	9,500.93	9,500.93	85,000.00	75,499.07	11.18
Maintenance Supplies	278.07	278.07	8,000.00	7,721.93	3.48
Fuel & Lube	381.96	381.96	35,000.00	34,618.04	1.09
Vehicle Repairs	0.00	0.00	6,000.00	6,000.00	0.00
Small Tools	0.00	0.00	3,000.00	3,000.00	0.00
Office Machine & Equip Repair	0.00	0.00	1,000.00	1,000.00	0.00
Network Utility Software	8,129.61	8,129.61	105,000.00	96,870.39	7.74
Automation System Maintenance	0.00	0.00	28,500.00	28,500.00	0.00
Polaris Maintenance	52,635.61	52,635.61	54,000.00	1,364.39	97.47
PC Network Maintenance & Repai	0.00	0.00	8,000.00	8,000.00	0.00
<b>Total</b>	<b>\$ 88,483.95</b>	<b>\$ 88,483.95</b>	<b>\$ 543,500.00</b>	<b>455,016.05</b>	<b>16.28</b>
<b>Maintenance of Services (Buildings)</b>					
Physical Plant	\$ 17,359.78	\$ 17,359.78	\$ 150,000.00	132,640.22	11.57
Plumbing, Heating and AC	1,516.71	1,516.71	66,500.00	64,983.29	2.28
Electrical	0.00	0.00	8,000.00	8,000.00	0.00
Sanitation	220.88	220.88	11,000.00	10,779.12	2.01
Pest Control	1,020.00	1,020.00	7,000.00	5,980.00	14.57

**St. Tammany Parish Library-General Fund  
Schedule of Expenditures  
For the One Month Ending January 31, 2023**

	<u>Current Period</u> <u>Actual</u>	<u>Year to Date</u> <u>Actual</u>	<u>Yearly Total</u> <u>Budget</u>	<u>Variance</u>	<u>YTD</u> <u>Actual to</u> <u>YTD</u> <u>Budget</u>
Termite Contract	0.00	0.00	4,555.00	4,555.00	0.00
Carpet Cleaning	0.00	0.00	15,000.00	15,000.00	0.00
<b>Total</b>	<b>\$ 20,117.37</b>	<b>\$ 20,117.37</b>	<b>\$ 262,055.00</b>	<b>241,937.63</b>	<b>7.68</b>
<b>Professional Services</b>					
Payroll Service Fees	\$ 2,766.62	\$ 2,766.62	\$ 34,100.00	31,333.38	8.11
Financial	715.00	715.00	40,000.00	39,285.00	1.79
Consultants	0.00	0.00	90,000.00	90,000.00	0.00
Security	495.22	495.22	10,000.00	9,504.78	4.95
Web Design Consultant	75,273.14	75,273.14	79,825.00	4,551.86	94.30
Movers	0.00	0.00	45,000.00	45,000.00	0.00
<b>Total</b>	<b>\$ 79,249.98</b>	<b>\$ 79,249.98</b>	<b>\$ 298,925.00</b>	<b>219,675.02</b>	<b>26.51</b>
<b>Insurance and Claims</b>					
Library Property Insurance	\$ 0.00	\$ 0.00	\$ 135,500.00	135,500.00	0.00
Flood Insurance	0.00	0.00	23,500.00	23,500.00	0.00
Vehicle Insurance	0.00	0.00	42,950.00	42,950.00	0.00
LBOC Liability	0.00	0.00	4,076.00	4,076.00	0.00
General Liability	12,580.00	12,580.00	14,000.00	1,420.00	89.86
<b>Total</b>	<b>\$ 12,580.00</b>	<b>\$ 12,580.00</b>	<b>\$ 220,026.00</b>	<b>207,446.00</b>	<b>5.72</b>
<b>Operating Supplies</b>					
Office Supplies	\$ 3,090.20	\$ 3,090.20	\$ 28,000.00	24,909.80	11.04
Bank Service Charges	1,509.88	1,509.88	16,000.00	14,490.12	9.44
Book Preparation Supplies	2,951.59	2,951.59	38,000.00	35,048.41	7.77
Computer/Printer Supplies	4,792.60	4,792.60	61,000.00	56,207.40	7.86
Programming Supplies	40.53	40.53	8,000.00	7,959.47	0.51
<b>Total</b>	<b>\$ 12,384.80</b>	<b>\$ 12,384.80</b>	<b>\$ 151,000.00</b>	<b>138,615.20</b>	<b>8.20</b>
<b>Travel and Continuing Education</b>					
Staff Travel - Local	\$ 390.27	\$ 390.27	\$ 20,000.00	19,609.73	1.95
Library In-service Training	0.00	0.00	9,000.00	9,000.00	0.00
Conventions & Seminars	4,488.50	4,488.50	55,000.00	50,511.50	8.16
<b>Total</b>	<b>\$ 4,878.77</b>	<b>\$ 4,878.77</b>	<b>\$ 84,000.00</b>	<b>79,121.23</b>	<b>5.81</b>
<b>Public Relations/Programming</b>					
Summer Reading Program	\$ 0.00	\$ 0.00	\$ 45,000.00	45,000.00	0.00

**St. Tammany Parish Library-General Fund**  
**Schedule of Expenditures**  
**For the One Month Ending January 31, 2023**

9

	<u>Current Period</u> <u>Actual</u>	<u>Year to Date</u> <u>Actual</u>	<u>Yearly Total</u> <u>Budget</u>	<u>Variance</u>	<u>YTD</u> <u>Actual to</u> <u>YTD</u> <u>Budget</u>
Summer Reading T-shirts	0.00	0.00	5,800.00	5,800.00	0.00
Adult Programming	4,472.57	4,472.57	33,000.00	28,527.43	13.55
Young Adult Programming	0.00	0.00	15,000.00	15,000.00	0.00
Juvenile Programming	1,282.15	1,282.15	12,000.00	10,717.85	10.68
<b>Total</b>	<b>\$ 5,754.72</b>	<b>\$ 5,754.72</b>	<b>\$ 110,800.00</b>	<b>105,045.28</b>	<b>5.19</b>
<b>Capital Outlay-Non-Book Acq</b>					
Landscape Additions	\$ 0.00	\$ 0.00	\$ 23,000.00	23,000.00	0.00
Imp Phys Plant	6,500.00	6,500.00	132,000.00	125,500.00	4.92
Vehicles	0.00	0.00	68,758.00	68,758.00	0.00
Office Equip, Furn & Shelving	6,205.36	6,205.36	70,000.00	63,794.64	8.86
PC Network	77,187.48	77,187.48	120,000.00	42,812.52	64.32
Integrated Lib Automation Sys	0.00	0.00	1,000.00	1,000.00	0.00
Audio/Visual Equipment	0.00	0.00	20,000.00	20,000.00	0.00
<b>Total</b>	<b>\$ 89,892.84</b>	<b>\$ 89,892.84</b>	<b>\$ 434,758.00</b>	<b>344,865.16</b>	<b>20.68</b>
<b>Capital Outlay-Library Res. Acq.</b>					
Adult Books	\$ 16,532.36	\$ 16,532.36	\$ 205,000.00	188,467.64	8.06
Lease/Purchase Books	18,203.89	18,203.89	18,400.00	196.11	98.93
Juvenile Books	697.05	697.05	105,000.00	104,302.95	0.66
Young Adults	651.40	651.40	15,000.00	14,348.60	4.34
Music Recordings	65.94	65.94	4,000.00	3,934.06	1.65
Adult Reference	8,169.55	8,169.55	111,000.00	102,830.45	7.36
Juvenile Reference	0.00	0.00	45,000.00	45,000.00	0.00
Periodicals	10,000.00	10,000.00	52,000.00	42,000.00	19.23
Audio Recordings	336.89	336.89	12,600.00	12,263.11	2.67
Video Recordings	2,585.48	2,585.48	69,000.00	66,414.52	3.75
Genealogy	0.00	0.00	5,000.00	5,000.00	0.00
Microfilm	0.00	0.00	15,000.00	15,000.00	0.00
Downloadable Media	36,285.08	36,285.08	415,000.00	378,714.92	8.74
CD/Software	12,117.03	12,117.03	92,500.00	80,382.97	13.10
Internet Database Subscription	118,187.53	118,187.53	274,000.00	155,812.47	43.13
<b>Total</b>	<b>\$ 223,832.20</b>	<b>\$ 223,832.20</b>	<b>\$ 1,438,500.00</b>	<b>1,214,667.80</b>	<b>15.56</b>
<b>Capital Expenditures</b>					
Capital Expenditures - Cameras	\$ 0.00	\$ 0.00	\$ 6,000.00	6,000.00	0.00
<b>Total</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 6,000.00</b>	<b>6,000.00</b>	<b>0.00</b>

# St. Tammany Parish Library 2023 Spring Budget Amendment

## Introduction

This is a brief explanation of the differences in revenue and expenditure forecasts between the 2023 Original Budget and the 2023 Spring Amendment. It is best read alongside the budget spreadsheet.

## 2023 Revenue

In 2023, the St. Tammany Parish Library will operate on revenue of \$12,064,316. We expect an additional \$50,000 in Ad Valorem taxes over what we budgeted last year. Each year we typically experience this amount of growth. The state revenue sharing line has been adjusted upward to reflect the first payment from this year. The Fines and Fees line has been adjusted upwards to match the money we received in 2022 as we have more circulation and printing. The Interest line has been adjusted upwards as the current economy has significantly affected interest rates. Overall, there is an increase of \$83,887 in revenue.

## 2023 Expenditures

We produced the 2023 Budget in July of 2022. This budget amendment adjusts based on how the library ended the 2022 fiscal year, increased supply costs, and projects such as the Annex building replacement. Most of the increases and decreases you will see in the individual budget lines will be due to these activities. Each section in the budget is highlighted below with an explanation.

- **Library Salaries** - There are no changes made to this line.
- **Employee Benefits** – Health trust line is reduced to more closely match last year’s expenditures. The Workers Comp line is reduced as we are getting better pricing from LWCC.
- **Operating Services** – The Publication of Legal Notices line is increased as we anticipate having lengthier minutes all year long. Membership dues is decreased to match last year’s expenditures. Promotional production is increased to cover costs associated with replenishing branded items.
- **Printing, Duplicating, and Binding** – Printing is increased to cover the costs associated with printing our completed strategic plan.
- **Utilities** – We have increased the Electricity line to match usage for 2022 knowing that we would not be in the new and old technical services building all year long. The water line has been increased to match last year’s usage.
- **Communications** – No changes were made to these lines.
- **Lease Expense** – The Building Lease expense is increased as our lease at the admin building increases based on the Consumer Price Index. We had to adjust for last year and then add the increased cost for this year.

- **Maintenance of Property and Equipment** – The Custodial & Janitorial line is increased to reflect an increase in janitorial supply costs. Maintenance supply line is increased as we may need more supplies during the move to the new technical services building. The Fuel & Lube line is increased to reflect last year’s usage. The Network Utility Software line is increased to cover the cost of backup storage to meet cybersecurity insurance guidelines. The Solinet/OCLC Cost is increased to match last year’s usage of catalog records.
- **Maintenance Services** –Carpet Cleaning is increased as there are a few locations that need more cleaning more often.
- **Professional Services** – The Legal line is increased to cover the amount approved for legal advice in the Board’s recent resolution regarding criminal legal advice.
- **Insurance and Claims** – General Liability is increased to cover the difference in cost of our cybersecurity insurance.
- **Operating Supplies** – The lines for Office Supplies, Book Preparation Supplies, and Computer/Printer supplies were increased to reflect last year’s usage and the continued higher costs of supplies.
- **Travel and Continuing education** –The Mileage Reimbursement line was increased to reflect last year’s increased usage returning to a more regular year post-pandemic.
- **Public Relations/Programming** – More funding was added to Summer Reading T-shirts and costs for shirts and printing have gone up. More money was added to Adult Programming to reflect last year’s costs. The LEH Grant line was added so we can show expenditures for our LEH grant separately.
- **Non-Book Acquisitions** – The Landscaping Additions line was increased to reflect the continued practice of adding spring and fall flowers to our grounds, along with the addition of a new oak tree at Pearl River. The Office Equipment, Furniture, and Shelving line is decreased to reflect this year’s furniture replacement plans. The PC network line is increased to cover the cost of changing out Slidell’s teaching laptops.
- **Library Resource Acquisitions** –Digital Microfilm cost is reduced to match this year’s invoice. Internet Database Subscriptions is increased due to new databases such as My Heritage, Creative Bug, and National Geographic added last year. The CDROM Software line is being reduced as we are going with a less expensive provider for our collection analysis software.

## Savings

Any unused money at the end of the year becomes Prior Years’ Operating Revenue. The cash on hand or savings as of December 31, 2022, was \$5,759,521.26. This figure is less than half of one year’s worth of operating revenue. These savings are dedicated to very specific purposes.

- Operational reserves are needed to run the library until we receive our first significant portion of our millage from the Parish.
- Disaster and emergency funds cover our insurance deductibles and any repairs and clean-up that may be needed in the event of a disaster.
- The following reserved amounts are paid shortly after the beginning of the year and give us a better picture of what money is available in savings to be assigned for projects.
  - Nine of the ten days of the first pay period of 2023 occurred in 2022; the auditor moves this cost to 2022.
  - The auditor moves charges for purchases initiated in 2022 but paid in 2023 to the year in which they were incurred.
  - The fourth quarter 2022 payment for retirement is paid at the beginning of January.
- Dedications for Causeway, Mandeville, and Slidell Furniture Projects.

This leaves us with a current Unassigned Savings of \$452,021 and puts us in a good position to begin to work on goals identified during the strategic planning process.

### **Budget Analysis**

We are forecasting an increase in revenue of \$83,887 due primarily to more ad valorem funds as part of our normal growth and an increase in interest income. The 2023 Spring Budget Amendment shows an increase in expenditures of \$86,803 to cover the increased costs of supplies, costs associated with increased cybersecurity measures, new laptops for Slidell, and the technical services building move. This budget is balanced, leaving \$752 of revenue unbudgeted.

### **Conclusion**

Each library department was allocated the funds to enable their plans at the beginning of the 2023 fiscal year. I am confident that we have adequate funds to meet our goals.

Respectfully Submitted,



Kelly LaRocca  
Director

2023 Spring Amendment

	2/22/2023	2020 Budget Actual	2021 Budget Actual	2022 Budget Actual	2023 Budget Original	Amendment	2023 Budget Spring Amend	
<b>REVENUE</b>								
	405	Ad Valorem Taxes (received)	\$10,538,530.93	\$11,300,475.73	11,494,947.88	\$ 11,594,000	\$ 50,000	\$ 11,644,000
	410	State Revenue Sharing	\$251,523.00	\$251,600.00	251,600.00	\$ 252,628	\$ 5,887	\$ 258,515
	415	Fines/Fees	\$42,496.59	\$49,665.48	70,486.86	\$ 63,000	\$ 7,500	\$ 70,500
	416	LA Library Grant - ARPA	\$0.00	\$47,065.00	0.00	\$ -	\$ -	\$ -
	417	Grants	\$0.00	\$0.00	0.00	\$ 1,000	\$ -	\$ 1,000
	418	LEH Grant	\$6,755.13	\$2,700.00	2,400.00	\$ -	\$ -	\$ -
	420	Interest Income	\$9,224.39	\$1,141.66	38,715.49	\$ 18,500	\$ 20,500	\$ 39,000
	425	Donations	\$22,930.22	\$9,055.59	33,302.89	\$ 50,000	\$ -	\$ 50,000
	430	Miscellaneous Income	\$0.20	\$0.00	14,840.11	\$ 0	\$ -	\$ 0
	440	CARES Act COVID-19	\$8,365.35	\$0.00	0.00	\$ -	\$ -	\$ -
	450	Summer Reading T-shirt Sales	\$1,550.70	\$1,267.40	1,316.77	\$ 1,350	\$ -	\$ 1,350
								\$ -
		<b>TOTAL REVENUE</b>	<b>\$10,881,376.51</b>	<b>\$11,662,970.86</b>	<b>11,907,610.00</b>	<b>\$ 11,980,478</b>	<b>\$ 83,887</b>	<b>\$ 12,064,366</b>
<b>EXPENDITURES</b>								
<b>LIBRARY ADMINISTRATION</b>								
		<b>PERSONNEL SALARIES</b>						
	503	Library Salaries	\$4,752,639.13	\$4,846,642.94	5,005,221.13	\$ 5,555,000	\$ -	\$ 5,555,000
		<b>TOTAL</b>	<b>\$4,752,639.13</b>	<b>\$4,846,642.94</b>	<b>5,005,221.13</b>	<b>\$ 5,555,000</b>	<b>\$ -</b>	<b>\$ 5,555,000</b>
<b>EMPLOYEE BENEFITS</b>								
	505	Accrued Payroll	\$ -	\$ -	0.00	\$ -	\$ -	\$ -
	511	FICA/Medicare Tax	\$105,326.94	\$104,917.88	111,512.98	\$ 109,600	\$ -	\$ 109,600
	512	Retirement Contributions	\$499,949.53	\$511,260.09	489,982.62	\$ 516,000	\$ -	\$ 516,000
	513	Health Insurance/Insurance	\$435,993.28	\$412,118.33	440,256.79	\$ 450,000	\$ -	\$ 450,000
	514	Health Trust	\$795,443.40	\$1,181,116.17	804,090.69	\$ 900,500	\$ (45,000)	\$ 855,500
	515	Workers' Compensation/Unemploy	\$27,464.71	\$6,318.11	31,416.00	\$ 42,492	\$ (12,492)	\$ 30,000
	516	Employee Miscellaneous	\$310.74	\$2,136.60	854.42	\$ 1,000	\$ -	\$ 1,000
		<b>TOTAL</b>	<b>\$1,864,488.60</b>	<b>\$2,217,867.18</b>	<b>1,878,113.50</b>	<b>\$ 2,019,592</b>	<b>\$ (57,492)</b>	<b>\$ 1,962,100</b>
<b>OPERATING SERVICES</b>								
	601	Publication of Legal Notices	\$2,835.13	\$3,473.25	4,166.54	\$ 4,000	\$ 3,000	\$ 7,000
	603	Membership Dues	\$985.00	\$5,901.48	7,045.00	\$ 9,500	\$ (2,000)	\$ 7,500
	604	Advertising	\$20,924.60	\$18,765.19	24,385.41	\$ 27,000	\$ -	\$ 27,000
	607	Signage	\$10,361.92	\$3,406.00	3,498.62	\$ 3,000	\$ -	\$ 3,000
	608	Promotional Production	\$5,185.37	\$6,664.15	19,902.10	\$ 7,500	\$ 2,500	\$ 10,000

2023 Spring Amendment

	2/22/2023	2020 Budget Actual	2021 Budget Actual	2022 Budget Actual	2023 Budget Original	Amendment	2023 Budget Spring Amend
	<b>TOTAL</b>	<b>\$40,292.02</b>	<b>\$38,210.07</b>	<b>58,997.67</b>	<b>\$ 51,000</b>	<b>\$ 3,500</b>	<b>\$ 54,500</b>
	<b>PRINTING, DUPLICATING &amp; BINDING</b>						
611	Printing	\$6,190.49	\$8,918.93	11,998.47	\$ 9,000	\$ 3,000	\$ 12,000
613	Book Binding	\$0.00	\$0.00	3,840.20	\$ 5,000	\$ -	\$ 5,000
615	Patron Cards	\$0.00	\$3,380.90	0.00	\$ 5,000	\$ -	\$ 5,000
	<b>TOTAL</b>	<b>\$6,190.49</b>	<b>\$12,299.83</b>	<b>15,838.67</b>	<b>\$ 19,000</b>	<b>\$ 3,000</b>	<b>\$ 22,000</b>
	<b>UTILITIES</b>						
621	Electricity	\$194,432.60	\$237,246.80	316,933.90	\$ 274,000	\$ 10,000	\$ 284,000
622	Gas	\$1,868.32	\$2,376.75	2,474.76	\$ 3,050	\$ -	\$ 3,050
623	Water	\$23,398.60	\$31,790.45	35,776.99	\$ 34,605	\$ 1,395	\$ 36,000
	<b>TOTAL</b>	<b>\$219,699.52</b>	<b>\$271,414.00</b>	<b>355,185.65</b>	<b>\$ 311,655</b>	<b>\$ 11,395</b>	<b>\$ 323,050</b>
	<b>COMMUNICATIONS</b>						
625	Postage	\$8,442.70	\$5,720.78	10,899.72	\$ 14,000		\$ 14,000
626	Voice Line (Regular Phone Service)	\$85,695.51	\$85,081.73	83,668.72	\$ 88,500	\$ -	\$ 88,500
627	Data Line (Internet-Network)	\$47,845.69	\$45,300.00	45,295.00	\$ 48,000	\$ -	\$ 48,000
630	Courier/Shipping	\$273.48	\$190.93	238.20	\$ 1,000	\$ -	\$ 1,000
	<b>TOTAL</b>	<b>\$142,257.38</b>	<b>\$136,293.44</b>	<b>140,101.64</b>	<b>\$ 151,500</b>	<b>\$ -</b>	<b>\$ 151,500</b>
	<b>LEASE EXPENSE</b>						
634	Building	\$303,708.00	\$300,508.74	310,941.75	\$ 311,000	\$ 7,000	\$ 318,000
636	Equipment	\$1,596.24	\$7,750.69	5,096.96	\$ 6,000	\$ -	\$ 6,000
638	Vehicle	\$453.54	\$0.00	0.00	\$ 2,500	\$ -	\$ 2,500
	<b>TOTAL</b>	<b>\$305,757.78</b>	<b>\$308,259.43</b>	<b>316,038.71</b>	<b>\$ 319,500</b>	<b>\$ 7,000</b>	<b>\$ 326,500</b>
	<b>MAINTENANCE OF PROPERTY &amp; EQUIP.</b>						
641	Custodial & Janitorial	\$191,438.90	\$207,731.07	208,585.74	\$ 210,000	\$ 2,000	\$ 212,000
643	Grounds/Lawn Maintenance	\$94,837.11	\$82,000.00	80,224.00	\$ 85,000	\$ -	\$ 85,000
645	Maintenance supplies	\$6,284.41	\$6,978.24	8,973.74	\$ 8,000	\$ 1,000	\$ 9,000
652	Fuel and lube	\$13,412.21	\$23,295.56	39,891.89	\$ 35,000	\$ 5,000	\$ 40,000
654	Vehicle repairs	\$6,545.93	\$6,138.54	3,821.26	\$ 6,000	\$ -	\$ 6,000
658	Small Tools & Supplies	\$2,442.04	\$2,895.48	2,958.04	\$ 3,000	\$ -	\$ 3,000
660	Office machine and equip. repair	\$1,614.50	\$1,557.88	974.68	\$ 1,000	\$ -	\$ 1,000
661	Network Utility Software	\$48,022.10	\$68,859.01	172,971.54	\$ 105,000	\$ 20,000	\$ 125,000
662	Solinet (OCLC) Cost	\$26,765.00	\$28,249.86	28,026.94	\$ 28,500	\$ 1,000	\$ 29,500
663	Polaris Maintenance	\$49,603.98	\$51,939.66	51,978.19	\$ 54,000	\$ -	\$ 54,000



2023 Spring Amendment

	2/22/2023	2020 Budget Actual	2021 Budget Actual	2022 Budget Actual	2023 Budget Original	Amendment	2023 Budget Spring Amend
664	P C Network maintenance and repair	\$6,804.10	\$7,865.00	6,778.22	\$ 8,000	\$ -	\$ 8,000
669	Hurricane Disaster Costs	\$0.00	\$30,726.50	0.00	\$ -	\$ -	\$ -
	<b>TOTAL</b>	<b>\$447,770.28</b>	<b>\$518,236.80</b>	<b>605,184.24</b>	<b>\$ 543,500</b>	<b>\$ 29,000</b>	<b>\$ 572,500</b>
	<b>MAINTENANCE SERVICES (Buildings)</b>						
671	Physical Plant	\$99,512.86	\$114,819.68	147,981.76	\$ 150,000	\$ -	\$ 150,000
672	Plumbing, Heating, & Air Conditioning	\$31,946.47	\$57,605.29	66,491.54	\$ 66,500	\$ -	\$ 66,500
673	Electrical	\$11,824.37	\$5,973.18	7,798.31	\$ 8,000	\$ -	\$ 8,000
674	Sanitation	\$10,756.85	\$8,370.63	8,957.58	\$ 11,000	\$ -	\$ 11,000
675	Pest Control	\$6,031.00	\$6,698.00	6,140.00	\$ 7,000	\$ -	\$ 7,000
676	Termite Contracts	\$1,313.00	\$3,228.00	8,009.00	\$ 4,555	\$ -	\$ 4,555
678	Carpet Cleaning	\$5,045.00	\$4,870.00	14,998.98	\$ 15,000	\$ 2,000	\$ 17,000
	<b>TOTAL</b>	<b>\$166,429.55</b>	<b>\$201,564.78</b>	<b>260,377.17</b>	<b>\$ 262,055</b>	<b>\$ 2,000</b>	<b>\$ 264,055</b>
	<b>Professional Services</b>						
680	Payroll Service Fees	\$21,485.71	\$26,366.03	33,901.31	\$ 34,100	\$ -	\$ 34,100
682	Legal	\$131.50	\$0.00	0.00	\$ -	\$ 15,000	\$ 15,000
683	Financial	\$39,052.16	\$36,384.06	39,023.87	\$ 40,000	\$ -	\$ 40,000
684	Architectural	\$600.00	\$0.00	0.00	\$ -	\$ -	\$ -
685	Consultants	\$25,352.02	\$38,090.24	83,160.48	\$ 90,000	\$ -	\$ 90,000
686	Security	\$25,010.96	\$6,843.77	7,570.82	\$ 10,000	\$ -	\$ 10,000
687	Web Design Consultant	\$72,171.09	\$66,511.44	79,693.35	\$ 79,825	\$ -	\$ 79,825
688	Movers	\$55,360.97	\$ -	0.00	\$ 45,000	\$ -	\$ 45,000
	<b>TOTAL</b>	<b>\$239,164.41</b>	<b>\$174,195.54</b>	<b>243,349.83</b>	<b>\$ 298,925</b>	<b>\$ 15,000</b>	<b>\$ 313,925</b>
	<b>INSURANCE &amp; CLAIMS</b>						
692	Library Property	\$127,177.12	\$135,438.08	132,637.21	\$ 135,500	\$ -	\$ 135,500
694	Flood insurance	\$20,277.00	\$22,163.00	23,424.00	\$ 23,500	\$ -	\$ 23,500
696	Vehicle Insurance	\$40,860.00	\$36,450.00	42,860.00	\$ 42,950	\$ -	\$ 42,950
698	LBOC Liability	\$4,176.00	\$4,076.00	4,076.00	\$ 4,076	\$ -	\$ 4,076
699	Gen Liability	\$22,251.60	\$20,641.00	15,054.00	\$ 14,000	\$ 2,000	\$ 16,000
	<b>TOTAL</b>	<b>\$214,741.72</b>	<b>\$218,768.08</b>	<b>218,051.21</b>	<b>\$ 220,026</b>	<b>\$ 2,000</b>	<b>\$ 222,026</b>
	<b>MATERIALS AND SUPPLIES</b>						
	<b>OPERATING SUPPLIES</b>						
701	Office Supplies	\$29,028.19	\$18,984.26	31,300.98	\$ 28,000	\$ 5,000	\$ 33,000
702	Bank Service Charges	\$15,213.27	\$15,113.22	15,699.20	\$ 16,000	\$ -	\$ 16,000
703	Book Preparation Supplies	\$27,704.60	\$36,803.34	41,739.05	\$ 38,000	\$ 6,000	\$ 44,000

2023 Spring Amendment

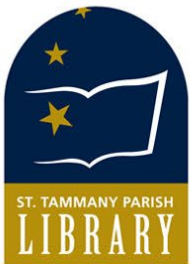
	2/22/2023	2020 Budget Actual	2021 Budget Actual	2022 Budget Actual	2023 Budget Original	Amendment	2023 Budget Spring Amend
704	Computer/Printer Supplies	\$58,589.23	\$61,301.07	61,918.90	\$ 61,000	\$ 4,000	\$ 65,000
705	Programming Supplies	\$3,197.28	\$6,672.31	7,887.23	\$ 8,000	\$ -	\$ 8,000
	<b>TOTAL</b>	<b>\$133,732.57</b>	<b>\$138,874.20</b>	<b>158,545.36</b>	<b>\$ 151,000</b>	<b>\$ 15,000</b>	<b>\$ 166,000</b>
	<b>TRAVEL &amp; CONTINUING EDUCATION</b>						
710	Mileage Reimbursement	\$10,255.67	\$12,592.98	21,899.16	\$ 20,000	\$ 2,000	\$ 22,000
712	Library In-service Training	\$6,327.36	\$985.00	11,459.26	\$ 9,000	\$ -	\$ 9,000
714	Conventions/Seminars	\$29,847.03	\$29,892.00	64,771.20	\$ 55,000	\$ -	\$ 55,000
	<b>TOTAL</b>	<b>\$46,430.06</b>	<b>\$43,469.98</b>	<b>98,129.62</b>	<b>\$ 84,000</b>	<b>\$ 2,000</b>	<b>\$ 86,000</b>
	<b>PUBLIC RELATIONS/PROGRAMMING</b>						
724	Summer Reading Program	\$23,980.96	\$26,687.81	45,000.00	\$ 45,000	\$ -	\$ 45,000
725	Summer Reading T-shirts	\$5,418.00	\$5,191.17	5,519.64	\$ 5,800	\$ 600	\$ 6,400
726	Adult Programming	\$21,533.84	\$24,673.99	35,924.44	\$ 33,000	\$ 3,000	\$ 36,000
727	Young Adult Programming	\$9,733.62	\$11,434.10	21,189.10	\$ 15,000	\$ -	\$ 15,000
728	Juvenile Programming	\$5,630.08	\$11,689.70	34,240.17	\$ 12,000	\$ -	\$ 12,000
729	LEH Grant		\$2,719.65	601.80	\$ -	\$ 1,800	\$ 1,800
	<b>TOTAL</b>	<b>\$66,296.50</b>	<b>\$82,396.42</b>	<b>142,475.15</b>	<b>\$ 110,800</b>	<b>\$ 5,400</b>	<b>\$ 116,200</b>
	<b>CAPITAL OUTLAY</b>						
	<b>NON-BOOK ACQUISITIONS</b>						
805	Landscaping Additions	\$17,348.00	\$19,972.80	32,054.76	\$ 23,000	\$ 10,000	\$ 33,000
810	Improvements to Physical Plant	\$27,566.73	\$56,136.00	141,084.05	\$ 132,000	\$ -	\$ 132,000
815	Vehicles	\$0.00	\$0.00	27,841.26	\$ 68,758	\$ -	\$ 68,758
820	Office Equipment/Furniture & Shelv	\$49,955.50	\$104,778.31	124,035.77	\$ 70,000	\$ (22,000)	\$ 48,000
825	Telephones and Telephone System		\$0.00	0.00	\$ -	\$ -	\$ -
831	Leasehold Improvements	\$12,000.00	\$0.00	0.00	\$ -	\$ -	\$ -
833	ARPA Expense		\$47,064.48	0.00	\$ -	\$ -	\$ -
834	PC Network	\$111,448.37	\$130,157.31	155,919.15	\$ 120,000	\$ 26,000	\$ 146,000
840	Integrated Library Automation Sys.	\$14,136.77	\$988.00	0.00	\$ 1,000	\$ -	\$ 1,000
842	Audio/Visual Equipment	\$0.00	\$5,019.59	5,398.49	\$ 20,000	\$ -	\$ 20,000
898	Cameras	\$0.00	\$0.00	0.00	\$ 6,000	\$ -	\$ 6,000
	<b>TOTAL</b>	<b>\$232,455.37</b>	<b>\$364,116.49</b>	<b>486,333.48</b>	<b>\$ 440,758</b>	<b>\$ 14,000</b>	<b>\$ 454,758</b>
	<b>LIBRARY RESOURCE ACQUISITIONS</b>						
851	Adult Books	\$159,245.57	\$192,514.49	214,115.48	\$ 205,000	\$ -	\$ 205,000
852	Lease/Purchase Books	\$18,363.24	\$18,363.24	18,363.24	\$ 18,400	\$ -	\$ 18,400
853	Juvenile Books	\$106,822.69	\$102,219.33	103,646.73	\$ 105,000	\$ -	\$ 105,000

2023 Spring Amendment

	2/22/2023	2020 Budget Actual	2021 Budget Actual	2022 Budget Actual	2023 Budget Original	Amendment	2023 Budget Spring Amend
855	Young Adult	\$14,269.82	\$13,311.08	14,017.10	\$ 15,000	\$ -	\$ 15,000
858	Music Recordings	\$7,899.96	\$3,483.84	4,051.12	\$ 4,000	\$ -	\$ 4,000
861	Adult Reference	\$77,359.72	\$96,698.32	101,940.22	\$ 111,000	\$ -	\$ 111,000
863	Juvenile Reference	\$32,312.83	\$37,993.45	42,066.11	\$ 45,000	\$ -	\$ 45,000
872	Periodicals	\$54,617.38	\$43,597.63	45,613.03	\$ 52,000	\$ -	\$ 52,000
883	Audio Recordings (Books)	\$25,791.42	\$18,729.03	12,542.97	\$ 12,600	\$ -	\$ 12,600
885	Video Recordings	\$50,960.47	\$51,627.62	69,242.99	\$ 69,000	\$ -	\$ 69,000
886	Genealogy	\$3,212.16	\$4,325.61	6,484.60	\$ 5,000	\$ -	\$ 5,000
887	Digital Microfilm	\$454,498.00	\$675,766.00	15,000.00	\$ 15,000	\$ (5,000)	\$ 10,000
891	Electronic /Downloadable Media	\$226,504.71	\$338,223.68	470,508.25	\$ 415,000	\$ -	\$ 415,000
892	CDROM/Software	\$95,639.46	\$100,851.45	83,859.06	\$ 92,500	\$ (7,000)	\$ 85,500
893	Internet Database Subscriptions	\$213,644.71	\$254,173.01	262,310.63	\$ 274,000	\$ 47,000	\$ 321,000
	<b>TOTAL</b>	<b>\$1,541,142.14</b>	<b>\$1,951,877.78</b>	<b>1,463,761.53</b>	<b>\$ 1,438,500</b>	<b>\$ 35,000</b>	<b>\$ 1,473,500</b>
	<b>LONG-TERM CAPITAL EXPENDITURES</b>						
895	<b>Covington FF &amp; E</b>	\$284,963.00	\$ -	<b>0.00</b>	\$ -	\$ -	\$ -
896	<b>Madisonville ART work</b>		\$ -	<b>0.00</b>	\$ -	\$ -	\$ -
	<b>Total</b>	<b>\$284,963.00</b>	\$ -	<b>0.00</b>	\$ -	\$ -	\$ -
	<b>TOTAL EXPENDITURES</b>	<b>\$10,704,450.52</b>	<b>\$11,524,486.96</b>	<b>11,445,704.56</b>	<b>\$ 11,976,811</b>	<b>\$ 86,803</b>	<b>\$ 12,063,614</b>
	<b>SAVINGS / (EXCESS EXPENDITURE)</b>	<b>\$ 176,926</b>	<b>\$138,483.90</b>	<b>461,905.44</b>	<b>\$ 3,667</b>		<b>\$ 752</b>

Fund Balance and Dedications

Spring Amendment 2023 2/22/23	
Savings as of Dec. 31st 2022	\$ 5,759,521
Dedicated for Operational Reserves	\$ 2,500,000
Dedicated for Disaster / Emergency Funds	\$ 1,475,000
Reserved for salaries for last pay period of the year	\$ 192,500
Reserved for invoices to be moved from 2023 to 2022	\$ 10,000
Reserved for 4th Quarter 2023 retirement	\$ 215,000
Dedicated for Slidell Furniture	\$ 650,000
Dedicated for Causeway Furniture	\$ 65,000
Dedicated for Mandeville Furniture	\$ 200,000
Total Dedicated or Reserved	\$ 5,307,500
<b>Unassigned Savings</b>	<b>\$ 452,021</b>



St. Tammany Parish Library Board of Control
FISCAL YEAR 2023 OPERATIONAL BUDGET SPRING AMENDMENT ADOPTION RESOLUTION
February 28, 2023

A resolution amending the St. Tammany Parish Library Operational Budget for the fiscal year 2023 ending December 31, 2023.

WHEREAS, The St. Tammany Parish Library Board of Control has been presented with the Spring Amended Budget for the 2023 fiscal year; and

WHEREAS, notice of that Spring Budget Amendment was announced by publication of the February 28, 2023 Meeting Agenda; and

WHEREAS, the Board of Control has considered the proposed Spring Budget Amendment, and has heard and considered public comment on the proposed budget amendment; and

WHEREAS, the Board of Control has determined that the proposed Spring Budget Amendment accurately represents the amount of money necessary for improving, maintaining, and operating the St. Tammany Parish Library for the 2023 fiscal year.

NOW, THEREFORE, BE IT RESOLVED THAT:

The Board of Control of the St. Tammany Parish Library hereby approves and adopts the Spring Budget Amendment, as proposed, and attached hereto, and hereby declares the total amount of the budget as reported, to be necessary for the operation, support, improvement, and maintenance of the Library for fiscal year 2023.

THIS RESOLUTION HAVING BEEN SUBMITTED TO A VOTE, THE VOTE THEREON WAS AS FOLLOWS:

Moved for adoption by \_\_\_\_\_ and seconded by \_\_\_\_\_,

YEAS:

NAYS:

ABSENT:

ABSTAIN:

AND THIS RESOLUTION WAS DECLARED DULY ADOPTED ON THIS DAY THE 28th DAY OF FEBRUARY 2023 AT A MEETING OF THE ST. TAMMANY PARISH LIBRARY BOARD OF CONTROL, A QUORUM OF THE MEMBERSHIP BEING PRESENT.

Rebecca Taylor, Board President

ADMINISTRATIVE OFFICE
1112 WEST 21ST AVENUE COVINGTON, LA 70433
PH: (985) 871-1220 FAX: (985) 871-1224

ABITA SPRINGS (985) 893-6285

BUSH (985) 886-3588

CAUSEWAY (985) 626-9779

COVINGTON (985) 893-6280

FOLSOM (985) 796-9728

LACOMBE (985) 882-7858

LEE RD (985) 893-6284

MADISONVILLE (985) 845-4819

MANDEVILLE (985) 626-4293

PEARL RIVER (985) 863-5518

SLIDELL (985) 646-6470

SOUTH SLIDELL (985) 781-0099

## **Extension of COVID Leave**

COVID leave expires at the end of 2022. We have the option of extending this leave type into 2023. The Policy and the accompanying affidavits for 2022 follow this page.

## **St. Tammany Parish Library** **COVID Policy and Procedures**

### **EFFECTIVE DATE**

**Effective Wednesday, March 29, 2022**, all employees should continue to report to their normal work locations. We will continue to be open to the public.

### **CAMPUS ENTRANCE DENIAL**

The following employees will not be allowed in library buildings:

- Employees who test positive for COVID-19 or any of its variants
- Employees who have come in **close contact\*** with someone with COVID-19 or a variant (**\*\*See exceptions**)

Employees who test positive must disclose to their direct supervisor a list of fellow employees, vendors, contractors, etc., with whom the employee had contact over the previous 48 hours so those people may be notified.

**\*CLOSE CONTACT** as defined by the CDC is within 6 feet of an infected person for a cumulative total of 15 minutes or more over a 24-hour period.

**\*\*EXCEPTIONS** as per the CDC:

- People who have been fully vaccinated and boosted
- People who were previously diagnosed with COVID-19 within the last three months
- Per the CDC, people with these exceptions can report to work but are required to wear a mask following their close contact for 10 days.

### **QUARANTINE**

Employees who are not allowed in library buildings must quarantine for

- Five (5) days
- More if so directed by your healthcare provider

Upon return, the employee must wear a mask for an additional five (5) days.

### **EXPOSURE PROCEDURES**

In the event an employee tests positive, all employees who have come in contact with the **unnamed** (HIPAA) positive employee in the past 48 hours will be notified immediately in writing by e-mail.

### **TIME AND PAYROLL RECONCILIATION**

After speaking with their supervisor, all employees who are denied entrance to the library as described in the section "Campus Entrance Denial" will use the following to complete payroll:

If the employee is eligible and able to work remotely, they will follow all guidelines outlined in the library's telecommuting policy.

If the employee is unable to work remotely due to illness or job suitability, Five (5) days of COVID leave (40 hours for full-time employees and 20 hours for part-time employees) per calendar year is available for employees with documented proof of COVID positive result or a sworn statement acknowledging close contact with an infected individual. Documented proof of a positive result requires a time-stamped COVID test or a Doctor's note. At-home COVID tests will not serve as proof.

Employees are also eligible to use COVID leave to care for a family member who tests positive for COVID-19 or a variant thereof. A sworn statement acknowledging the need to care for a family member is required to take advantage of this benefit.

A maximum of five (5) days of COVID leave is available per calendar year regardless if it is used for an employee's COVID positive result, a close contact with an infected individual, or to care for a family member who requires care due to a COVID-19 infection. Full-time employees who need further leave time due to COVID will use their sick or vacation time. Part-time employees needing additional time off due to COVID will use unpaid leave.

All unused COVID leave will expire after December 31, 2022, and will not roll over.

COVID leave will be reviewed by the Library Board of Control on an annual basis.



PARISH OF ST. TAMMANY

STATE OF LOUISIANA

**SWORN STATEMENT**

I, \_\_\_\_\_, do hereby swear and affirm that I have been in close contact with an individual known to have tested positive for COVID-19 or a variant thereof. I understand that “close contact” as defined by the Centers for Disease Control is being within six (6) feet of the infected individual for a cumulative total of fifteen (15) minutes or more over a 24-hour period. My last known close contact with the infected individual was on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
DATE

PARISH OF ST. TAMMANY

STATE OF LOUISIANA

**SWORN STATEMENT**

I, \_\_\_\_\_, do hereby swear and affirm that I am taking COVID leave in order to care for a family member who has tested positive for COVID-19 or a variant thereof.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
DATE

**Extension of the Admin Building lease**

The current lease for the Administration building at 1112 W. 21<sup>st</sup> Ave. will expire on March 31<sup>st</sup>, 2023. We have the option to renew for two years. All terms of the current lease remain the same. The Board will need to vote in order to take the option and extend the lease.

## COMMERCIAL LEASE

This Commercial Lease (this "*Lease*") is made and entered into effective the \_\_\_ day of \_\_\_\_\_, 2023 (the "*Effective Date*"), by and between the following parties: KDW HOLDINGS, LLC (hereinafter referred to as "*Lessor*") and ST. TAMMANY PARISH LIBRARY (hereinafter referred to as "*Lessee*").

1. **LEASED PREMISES:** Lessor hereby leases to Lessee, and Lessee leases from Lessor the immovable property and all improvements currently existing on the property bearing municipal number 1112 West 21" Avenue, Covington, Louisiana, and more fully described on Exhibit "A" attached hereto and made part hereof. together with the movable property located on said immovable property, which is more fully described on Exhibit "B" attached hereto and made a part hereof (collectively referred to as the "*Leased Premises*").
2. **TERM:** The primary term of this Lease (the "*Primary Term*") is for a period of five (5) years and shall commence on April 1, 2023 ("*Commencement Date*") and terminate on March 31, 2025 ("*Termination Date*"). Lessee, at its option, has the right to extend the term of this Lease for two (2) additional five (5) year terms, subject to the same provisions and conditions of this Lease. This option must be exercised by written notice to the Lessor given at least six (6) months prior to the expiration of the Primary Term, or the Lease shall terminate.
3. **USE OF PREMISES:** The Leased Premises shall be used for the following purposes only: general office. Lessee shall comply with all laws and regulations relative to Lessee's use of the Leased Premises and shall hold Lessor harmless from and against all claims or expenses arising from any violation thereof.
4. **DEPOSIT:** Lessee shall deposit with Lessor at the signing of this Lease a security deposit equal to the initial one month's Base Rent in the amount of \$4,766.67, which is pledged to secure the faithful performance of all obligations of the Lessee under this lease (the "*Deposit*"). The Deposit shall be non-interest bearing and shall not be considered rent nor a measure of Lessor's damage in ease of default or breach of any covenant or obligation by Lessee. Said Deposit shall not be released until the termination of this Lease and after it has been determined by Lessor that Lessee has complied with all of Lessee's obligations hereunder. If Lessee fails to pay Rent or other charges due hereunder, or otherwise defaults with respect to any provision of this Lease, Lessor may use, apply or retain all or any portion of said Deposit for the payment of any Rent or other charge in default or for the payment of any sum to which Lessor may become obligated by reason of Lessee's default, or to apply in part towards compensating Lessor for any loss or damage which Lessor may suffer thereby. Lessee may not deduct any portion of the deposit from rent due to Lessor. Lessee does not have the right to cancel this Lease and avoid his or her obligations hereunder by forfeiting the security deposit. Any remaining balance of the Deposit shall be returned by Lessor to Lessee after the determinations described herein.
5. **RENTAL:** Lessee shall pay to Lessor, without prior notice or demand, on the first day of each month, an initial rental amount of **\$5,488.23** per month (the "*Base Rent*"), which Base Rent shall increase annually on each anniversary of the Commencement Date by the percentage increase in the Consumer Price Index over the immediately preceding twelve-month period. If the first and/or last months of this Lease are partial months, the Base Rent shall be adjusted accordingly for those months. Base Rent shall be due and payable on the first day of each calendar month. If the actual Commencement Date is different from that prescribed herein, adjustment shall be made in the Base Rent, accordingly.

It is expressly agreed by Lessor and Lessee that this is an absolute triple net lease, and Lessee shall pay as additional rent all costs and expenses incurred in connection with the use and occupancy of the Leased Premises, including but not limited to utilities, taxes, insurance, maintenance and repair as set forth hereinafter (the "*Additional Rent*"; the Additional Rent and the Base Rent shall be referred to herein, collectively, as the "*Rent*"). The portion of Additional Rent constituting (i) all ad valorem and property taxes or other governmental charges lawfully levied or assessed against the Leased Premises or property located thereon (excluding any taxes on Lessee's personal property the payment of which shall be the sole responsibility of Lessee) and (ii) all insurance listed in Section 16 hereof shall be paid by Lessee to Lessor monthly with the Base Rent and shall be paid initially at a monthly rate of **\$1,580.13** (the "*Monthly Taxes and Insurance*"). Within thirty (30) days after the end of each calendar year,

## COMMERCIAL LEASE

Lessor shall deliver to Lessee a statement setting forth (i) the amount Lessee paid as Monthly Taxes and Insurance for the applicable calendar year, and (ii) the amount of the actual taxes and insurance on the Leased Premises paid by Lessor for the applicable calendar year (the "*Annual Statement*"). If the amount Lessee paid as Monthly Taxes and Insurance for the applicable calendar year exceeds the actual amount of taxes and insurance on the Leased Premises for the applicable calendar year, then Lessor shall credit such difference on Lessee's next payment(s) of Base Rent. If the amount Lessee paid as Monthly Taxes and Insurance for the applicable calendar year was less than the actual amount of taxes and insurance on the Leased Premises for the applicable calendar year, then Lessee shall pay such difference as Additional Rent to Lessor on Lessee's next payment of Rent. Upon Lessor's sending of the Annual Statement, the monthly rate paid for the Monthly Taxes and Insurance for the current calendar year shall automatically be adjusted to a rate equal to the amount of the actual taxes and insurance on the Leased Premises paid by Lessor for the calendar year then just completed, as shown on the Annual Statement, divided by twelve. Lessor's failure to furnish such statement for any calendar year in a timely manner shall not prejudice Lessor from enforcing its rights hereunder. Even if the Lease term has expired and Lessee has vacated the Leased Premises, if an excess or shortfall exists when the final determination is made, Lessee shall immediately pay or receive a credit of such excess or shortfall. Lessor shall be responsible for remitting said tax and insurance payments to the appropriate parties when said sums become due. Lessor shall not be required to perform any service or make any payments (except for taxes and insurance) with respect to the Leased Premises.

*"Consumer Price Index"* as used in this Lease shall mean "United States City Average All Items for All Urban Consumers (CPI-U, 1982-84=100)" published by the Bureau of Labor Statistics of the U.S. Department of Labor. If the publication of the Consumer Price Index of the U.S. Bureau of Labor Statistics is discontinued, comparable statistics on the purchasing power of the consumer dollar published by a responsible financial periodical selected by Lessor shall be used for making such computations. Only the Base Rent shall increase annual based on the Consumer Price Index.

6. **INSPECTION PERIOD:** Lessee shall be allowed to conduct, at its sole risk and expense, inspections of the Leased Premises that Lessee deems necessary and advisable during the period commencing on the first day of the Primary Term and ending on the earlier of (i) the date upon which Lessee commences occupation of the Premises for any purpose other than inspection, or (ii) fifteen (15) days from the Effective Date (the "Inspection Period"). Lessor hereby grants Lessee access to Leased Premises to carry out such inspections. At any time before expiration of the Inspection Period, Lessee shall have the right to terminate this Lease by written notice to Lessor if Lessee is not satisfied with the results of its inspections. If Lessee does not send such written notice of termination to Lessor, then Lessee shall be deemed to have accepted the Leased Premises, and this Lease shall remain in effect. In the event that Lessee elects to terminate this Lease under this Section 6, (a) Lessee shall repair any and all damages arising from Lessee's inspections or occupancy of the Leased Premises during the Inspection Period Lessor, (b) Lessor shall return any unused portion of the Deposit to Lessee, and (c) neither party shall have any further liabilities or obligations hereunder, except for any indemnity or repair obligations with respect to the Inspection Period. Lessee hereby indemnifies, defends, and saves Lessor harmless from any and all cost, loss, attorneys' fees, damage, liability, and expense in connection with any injuries or damages to any person or property due to Lessee's or Lessee's agents and invitees entering the Leased Premises during the Inspection Period.
7. **APPROPRIATIONS CLAUSE:** The continuation of this Lease is contingent upon the appropriation of funds to fulfill the requirements of the Lease. If St. Tammany Parish or the St. Tammany Parish Library Board fail to appropriate sufficient monies to provide for the continuation of this Lease, or if such appropriation is reduced by the veto of the St. Tammany Parish President by any means provided in the appropriations ordinance to prevent to total appropriation for the year from exceeding revenues for that year, or for any lawful purpose, and the effect of such reduction is to provide insufficient monies from the continuation of the Lease, the Lease shall terminate on the date of the beginning of the first calendar month for which funds are not appropriated.
8. **PAYMENTS:** All payments due under this Lease shall be made to and in the name of KDW Holdings, LLC, and mailed to the following address: 608 Baronne St., New Orleans, LA 70113, but Lessor may from time to time designate other persons and places for payment of Rent by giving written notice to Lessee.

## COMMERCIAL LEASE

9. **UTILITY CHARGES:** As part of the Additional Rent for this Lease, Lessee shall pay, directly to the appropriate supplier the cost of all electricity, water, sewer, gas, telephone, internet, garbage collection, trash removal, fire extinguisher charging, and all other utilities and services supplied to the Leased Premises or consumed on the Leased Premises. Lessee shall pay all costs for utilities for air conditioning and heating, water sprinkler service charges, and all hookups, meter installation costs, connections, and necessary deposits. Lessor, at its option but without any obligation to do so, may make payments of said utility charges described in this Section 9 and submit the receipts to Lessee for reimbursement, at which time reimbursement for such sums by Lessee to Lessor shall immediately become due and payable.
10. **TAXES:** In accordance with Section 5, as part of the Additional Rent of this Lease, Lessee shall reimburse Lessor for all ad valorem and property taxes or other governmental charges lawfully levied or assessed against the Leased Premises or property located thereon (excluding any taxes on Lessee's personal property the payment of which shall be the sole responsibility of Lessee); provided that such taxes, assessments and other governmental charges for the first and last term of this Lease shall be prorated between Lessor and Lessee as of the dates of the beginning and ending of this Lease.
11. **CONDITION, REPAIR AND MAINTENANCE:** Lessee acknowledges that Lessor has made no representations as to the condition, manner of construction or fitness for any particular purpose of the improvements forming a part of the Leased Premises (the "*Improvements*"), and Lessee assumes all risks, if any, resulting from any present or future latent or patent defects in the Leased Premises or from the failure of the Leased Premises to comply with any legal requirements applicable thereto. Lessee assumes responsibility for the condition of the Leased Premises and accordingly under this Lease, Lessor will not be responsible for damages caused by or arising out of any vices or defects of the Leased Premises or the consequences thereof. Lessor has not made an inspection of the Leased Premises or of any fixture or other item constituting a portion thereof, and Lessor makes no warranty or representation, express or implied or otherwise, with respect to (i) the same as to the location, use, description, design, condition or durability thereof, or as to the quality of the material or workmanship therein, or (ii) to the extent legally permissible, as to fitness for any particular purpose, or (iii) (as at the time of the execution and delivery of this Lease) as to Lessor's title thereto or ownership thereof, as to merchantability, or otherwise on the date hereof, it being agreed that all risks incident thereto are to be borne by Lessee. In the event of any defect or deficiency of any nature in the Leased Premises or any fixture or other item constituting a portion thereof, whether patent or latent, Lessor shall have no responsibility or liability with respect thereto. The provisions of this Section II have been negotiated and are intended to be a complete exclusion and negation of any warranties by Lessor, express or implied, with respect to the Leased Premises or any fixture or other item constituting a portion thereof, whether arising pursuant to the laws of the State of Louisiana now or hereafter in effect or otherwise.

As of the expiration of the Inspection Period, the Leased Premises and all appurtenances contained therein or relating thereto, including, but not limited to the structure, foundation, roof, fixtures, equipment, locks, keys, glass, windows, elevators (if any), plumbing, automatic sprinkler system (if any), heating equipment and air-conditioning equipment (including change filters monthly), electrical, lighting, storage tanks and pipes relating thereto, drainage, driveways, parking areas, yards, green space and all systems and features, are accepted by Lessee in their present condition including any vices or defects, latent or otherwise, that may now exist or hereafter arise in the Leased Premises; and Lessee assumes full responsibility for ensuring that the Leased Premises is safe and habitable, suitable for Lessee's use, and for the maintenance of the same, including any and all interior and exterior maintenance and janitorial services, and shall, at Lessee's expense and within a reasonable time, make any and all repairs and replacements of whatsoever nature or character that are advisable or may become necessary to the Leased Premises. Such assumption by the Lessee is intended to relieve Lessor from any and all responsibility for damage caused by the condition of the Leased Premises to Lessee, or any guests or occupants of the Leased Premises. Notwithstanding anything to the contrary herein, Lessee shall not undertake any actions related to any maintenance, repairs, or replacements (other than repairs that must be completed immediately in

## COMMERCIAL LEASE

order to avoid injury to persons or damage to property) without first providing written notice to Lessor and obtaining Lessor's written approval, and Lessor, at its option but without any obligation to do so, may undertake such maintenance, repairs or replacements and submit the receipts for same to Lessee for reimbursement, at which time reimbursement for such sums by Lessee to Lessor shall immediately become due and payable.

At the termination of this lease, Lessee shall return the Leased Premises to Lessor, in like order and condition as received, broom clean and free from trash, ordinary decay, wear and tear accepted, and shall deliver the keys to the Leased Premises to Lessor. If required by state or federal law, Lessee shall be responsible for the Leased Premises to comply with ADA regulations for restrooms and access to the Leased Premises. The Lessee shall have the sprinkler system (if any) tested at least once annually and shall furnish Lessor with a certificate of good operating condition from a qualified sprinkler company.

Lessee shall provide Lessor with written notice of any damage to the Leased Premises within twenty-four (24) hours of learning of the damage. If any repairs are not commenced by Lessee and continued in a reasonable manner within a reasonable time not to exceed fourteen (14) days after written notice by Lessor, then Lessor may, at his option declare Lessee in default and breach of the Lease or Lessor may proceed immediately to make such repairs and demand reimbursement from Lessee.

12. **ALTERATIONS OR ADDITIONS BY LESSEE:** Lessee shall not make any alterations or additions to the Leased Premises, without obtaining Lessor's prior written consent, which consent may be withheld in Lessor's sole discretion. Any and all alterations, additions or other improvements made by Lessee, with or without the consent of Lessor, regardless of how attached (except for movable trade fixtures and equipment) shall become the property of Lessor upon termination of this Lease, without compensation therefor to Lessee, provided Lessor, upon written notice to Lessee at least thirty (30) days prior to the end of the lease term, shall have the right to require that Lessee, prior to the termination of this Lease, remove any and all such alterations, additions or improvement and restore the Leased Premises to their condition at the time of the commencement of this Lease.

If Lessee fails to remove such alterations or additions or to restore the Leased Premises as provided herein, Lessor may do so at Lessee's expense. If Lessee fails to remove trade fixtures, furnishings, equipment, or inventory at the termination of this Lease, Lessor, at its option may consider them abandoned and may take them without any payment whatsoever to Lessee, or Lessor may have them removed and stored at Lessee's expense. Lessor shall bear no responsibility for damages or loss to Lessee or to any mortgages of Lessee's property. If Lessor makes payment of any activities mentioned in this paragraph, it shall be reimbursed by Lessee for all sums expended, plus fifteen percent (15%) for bookkeeping and other administrative costs. Lessor shall also be entitled to reimbursement for damages or other loss.

Any such alterations, additions or other improvements made by Lessee shall be made at Lessee's cost and Lessee warrants that such work shall be done in a workmanlike manner, and Lessee shall provide adequate liability insurance and workmen's compensation; Lessee further warrants that such work shall be free and clear of any liens for labor or materials furnished on or to herein Leased Premises. At Lessor's option, Lessee shall furnish a bond or other security acceptable to Lessor to guarantee that no liens shall result from work or materials and that said work shall be completed as approved by Lessor.

13. **LIENS.** From and after the date hereof, Lessee shall not suffer or permit any lien (other than an inchoate lien or lien arising from Lessor's acts or omissions) to stand against the Premises or any material part thereof, against the interest of Lessee or Lessor in the Leased Premises, or against the Rent or any other sums payable hereunder, including, without limitation, a lien arising by reason of any work, labor, services or materials done for, or supplied to, or claimed to have been done for, or supplied to, (i) any owner of all or part of the Leased Premises, prior to Lessor, (ii) Lessee, or (iii) any Person holding an interest in, or occupying the Leased Premises or any part thereof through or under Lessee. If any such lien shall at any time be filed against the Leased Premises or any part thereof, or against the interest of Lessee therein, Lessee shall

## COMMERCIAL LEASE

cause the same to be discharged or bonded of record within thirty (30) days after Lessee shall have learned of the same, by either payment, deposit or bond; provided, however, that, to satisfy the requirements of this Lease, such discharge or bonding of record must legally be sufficient to prevent the holder of the lien from causing a sale, foreclosure or other title divestiture with respect to the Leased Premises, or any portion thereof. If Lessee shall fail so to discharge or bond any such lien within such thirty (30) day period, then, in addition to any other right or remedy of Lessor, Lessor may, but shall not be obligated to, procure the discharge of the same either by paying the amount claimed to be due by deposit in court or bonding, or, Lessor shall be entitled, if Lessor so elects, to compel the prosecution of an action for the foreclosure of such lien by the lienor, with interest, costs and allowances. Any amount paid or deposited by Lessor for any of the aforesaid purposes, and all costs and other expenses of Lessor, including reasonable counsel fees, in defending any such action or in or about procuring the discharge of such lien, together with all necessary disbursements in connection therewith, and interest thereon at the Involuntary Rate from the date of payment or deposit, shall be payable by Lessee to Lessor as Additional Rent on the next succeeding date for the payment of Base Rent, as the case may be.

Nothing in this Lease shall be deemed to be, or construed in any way as constituting, the consent or request of Lessor, expressed or implied, by inference or otherwise, to any Person (other than Lessee), for the performance of any labor or the furnishing of any materials for any construction, rebuilding, alteration or repair of or to the Leased Premises or any part thereof, nor as giving Lessee any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials, which gives rise to any lien against Lessor's interest in the Leased Premises. Lessor shall have the right to post and keep posted at all reasonable times on the Leased Premises any notices which Lessor shall require, or shall deem appropriate, so to post for the protection of Lessor, and the Leased Premises for any such lien.

14. **ENVIRONMENTAL:** Lessee specifically agrees to defend, protect, hold harmless and indemnify Lessor from and against and all Environmental Damages arising from or caused in whole or in part, directly or indirectly, by: (i) the presence on or about the Leased Premises of Hazardous Material caused by or brought onto the Leased Premises by Lessee or any Lessee Responsible Party; or (ii) the transportation, generation, use, storage, maintenance, manufacture, handling, disposal, release, threatened release or discharge of Hazardous Material on or about the Leased Premises during the Primary Term and any option term of this Lease by Lessee or any Lessee Responsible Party. For purposes of this Lease, "*Environmental Damages*" mean (i) all claims, judgments, damages, penalties, fines, costs, liabilities, and losses (including, without limitation diminution in the value of the Leased Premises, and damages for the loss of or restriction on use of rentable or usable space or of any amenity of the Leased Premises); (ii) all sums paid for settlement of claims, and for attorney's fees, consultant's fees and experts' fees and (iii) all costs incurred in connection with the investigation of Hazardous Material on or about the Leased Premises, the preparation of any feasibility studies or reports, and the performance of any cleanup remediation, removal, or restoration work required by any federal, state or local governmental or regulatory authority or agency or otherwise necessary for Lessor to make full economic use of the Leased Premises.

Notwithstanding any other obligation of Lessee to indemnify Lessor pursuant to this Lease, Lessee shall, at its sole cost and expense, promptly take all actions required by any federal, state, or local governmental or regulatory authority or agency or otherwise necessary for Lessor to make full economic use of the Leased Premises, which requirements or necessity arise from or are caused in whole or in part, directly or indirectly, by: (i) the presence on or about the Leased Premises of Hazardous Material caused by or brought onto the Leased Premises by Lessee or any Lessee Responsible Party; or (ii) the transportation, generation, use, storage, maintenance, manufacture, handling, disposal, release, threatened release, or discharge of Hazardous Material on or about the Leased Premises during the Term of this Lease by Lessee or any Lessee Responsible Party. Such actions shall include, but not be limited to, the investigation of the environmental condition of the Leased Premises, the preparation of any feasibility studies or reports and the performance of any cleanup, remediation, removal, or restoration work. Lessee shall take all actions necessary to restore the Leased Premises to the condition existing prior to the introduction of the Hazardous Material thereon or thereabout, notwithstanding any lesser standard of remediation allowable under applicable



## COMMERCIAL LEASE

law or governmental policies. Lessee shall nevertheless obtain Lessor's approval prior to undertaking any actions required hereunder.

For purposes of this Lease, "*Hazardous Material*" means any substance or material: (i) the presence of which requires investigation or remediation under any federal, state, or local statute, regulation, rule, ordinance, order, action or policy; (ii) which is or becomes defined as a "hazardous waste", "hazardous substance", pollutant, or contaminant under any federal, state or local statute, regulations, rule or ordinance or amendments thereto including, without limitation, the Comprehensive Environmental Response compensation and Liability Act (42 USC §9601, et seq.) or the Resource Conservation and Recovery Act (42 USC §6901, et seq.); (iii) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board, agency, or instrumentality of the United States, the State of Louisiana; or any political subdivision thereof, including specifically, without limitation, asbestos; (iv) the presence of which on the Leased Premises causes or threatens to cause a nuisance upon the Leased Premises or poses or threatens to pose a hazard to the health or safety of persons on or about the Leased Premises; or (v) the presence of which on areas adjacent to or in proximity with the Leased Premises would constitute a trespass by Lessor.

For purposes of this Lease, "*Lessee Responsible Party*" means Lessee, its partners, directors, officers, employees, assignees, subleases, licensees, concessionaires, agents, independent contractors, customers, and invitees (each a "*Lessee Responsible Party*" and collectively the Lessee Responsible Parties"). The obligations of Lessee under this Section 14 shall survive the expiration or earlier termination of this Lease.

15. **INDEMNITY:** Lessee shall indemnify and hold harmless Lessor from and against any and all threatened or actual claims, liabilities, losses, damages, costs, or expenses of any nature (including reasonable fees and expenses of one reputable law firm chosen by Lessor to act on behalf of the Lessor and Lessor's officers, directors and employees), causes of action, suits, proceedings (formal or informal), investigations, demands or judgments, as and when incurred, made by or on behalf of any person, firm, corporation, governmental authority, partnership or entity ("*Person*") arising from (i) the occupation, use, possession, conduct or management of or from any work done in or about the Leased Premises during the term, or the subletting of any part thereof, (ii) any breach or default in the performance of any obligation on Lessee's part to be performed under the terms of this Lease, (iii) any negligence of the Lessee, or any of Lessee's agents, contractors, employees, invitees and customers, whether such acts occur on the premises, adjacent areas, common areas, sidewalks or elsewhere, or (iv) any condition of the Leased Premises, or of any vaults, passageways, or spaces therein or appurtenant thereto. Lessee shall hold Lessor harmless from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon, and in the case any action or proceedings be brought against Lessor by reason or any such claim, Lessee upon notice from Lessor shall defend the same at Lessee's expense by counsel satisfactory to Lessor. The obligations of Lessee under this Section 15 shall survive any expiration or termination of the Lease in respect of any event described in this Section 15 which shall have occurred prior to any such termination.
16. **INSURANCE:** As part of the Additional Rent of this Lease, Lessee shall pay to Lessor all costs associated with the below insurance, all in accordance with Section 5 hereof. At all times during the term of this Lease and as part of the consideration of this Lease, Lessor shall provide and maintain, at Lessee's expense, the following insurance policies acceptable to and in favor of Lessee and/or Lessor and the Lessor included as an additional insured:
  - I. Fire and Extended Coverage on "All Risk" basis insurance, including fire, wind, and hail, flood protection, and sprinkler leakage covering all improvements located on the Leased Premises, in such amount and with such provisions so as to cover their full replacement cost;
  - II. Flood Insurance for the maximum policy amounts provided under the flood program of the National Flood Insurance Program;
  - III. Comprehensive General Liability Insurance (Owners', Landlords', and Tenants' Liability) covering all activities in or about the Leased Premises (including coverage for elevators and escalators,

## COMMERCIAL LEASE

if any, on the Leased Premises and coverage for owned, non-owned and hired automobile, and coverage for independent contractors on an "if any" basis), or adjoining streets, sidewalks and passageways in amounts as would a prudent owner of similar premises and in no event less than One Million (\$1,000,000.00) Dollars per person, One Million (\$1,000,000.00) Dollars per occurrence for personal injury and Two Million (\$2,000,000.00) Dollars for claims made during any policy year, such insurance to include contractual liability coverage for liabilities assumed by Lessee under this Lease.

- IV. Worker's Compensation Insurance in full compliance with requirements of the State of Louisiana and covering all construction, repairs, alterations, restorations or other work conducted by or on behalf of Lessee or about the Premises.
- V. Such other insurance as Lessor may reasonably require from time to time.

In the event any of the above insurance coverage is subject to a deductible clause, Lessee agrees to bear full cost of such deductibility.

All of the foregoing insurance shall name Lessor as additional insured and shall be carried with responsible insurance companies duly licensed to do business in the State of Louisiana and bearing a rating of not less than A-VI in the latest Best Casualty Insurance Reports and otherwise acceptable to Lessor.

Each policy required in clauses (1) through (5), inclusive, above shall provide for the benefit of Lessor, that not less than thirty (30) days' prior written notice of any amendment, cancellation, termination or lapse of coverage shall be given to Lessor, and that such insurance shall not be invalidated (i) by any act or neglect of Lessor, Lessee, or any other person or entity holding an interest in the Leased Premises, (ii) by any foreclosure or other proceeding relating to the Leased Premises, (iii) by any change in the title or ownership of the Leased Premises, or (iv) by any occupancy of the Leased Premises for purposes more hazardous than are permitted by such policy; and none of such policies shall contain a provision relieving the insurer thereunder of liability for any loss by reason of the existence of other policies of insurance covering the Leased Premises against the peril involved, whether collectible or not. Lessee shall not obtain or carry separate insurance concurrent in form, or contributing in the event of loss with that required herein unless Lessor is named as an additional insured therein, with loss payables provided herein and otherwise complying with the terms and provisions contained in this Lease. Lessee shall immediately notify Lessor whenever any such separate insurance is obtained and shall deliver to Lessor certificates evidencing the same. Each policy shall provide that the insurer(s) waive any right of subrogation against Lessor, Lessee, and their respective officers, agents and employees.

Lessee shall review, at least every two (2) years, the then current replacement cost of the Improvements and shall request that Lessor increase insurance amounts to cover any increase in said current replacement cost. If Lessor reasonably believes that it is not maintaining the insurance coverage required hereby, Lessor may require that the current replacement cost of the Improvements be established by an independent appraiser selected by Lessee and acceptable to Lessor, provided, however, that such appraisal shall not be requested by Lessor more often than once every two (2) years. Lessee shall bear the cost of the appraiser if the replacement cost set by the appraisal is more than the insurance coverage Lessee was proposing prior to the appraisal.

17. **SETTLEMENT AND PAYMENT OF CLAIMS.** Losses covered by the insurance provided for in Section 16 above shall be adjusted with the carriers thereof by and at the cost of Lessee, provided, however, that if the loss shall be in excess of Fifty Thousand(\$50,000) Dollars, no final adjustment shall be made without the written approval of Lessor of the amount of the adjustment. All and any insurance payment or recovery to which either Lessee or Lessor may become entitled by reason of its interest in the Leased Premises is hereby assigned to Lessor (and shall be paid to the Lessor), which payment and/or recoveries shall be distributed as provided in this Lease.

## COMMERCIAL LEASE

Losses payable by reason of the rental value insurance shall be paid as Rent is required to be paid in the same manner as Rent hereunder.

Lessee agrees to give prompt notice to Lessor (the "*Casualty Notice*") with respect to all fires and other perils occurring upon the Leased Premises.

If the improvements and/or the Leased Premises are only partially damaged and if the proceeds received by Lessor from the insurance policies maintained by Lessor are sufficient to pay for the necessary repairs, this Lease shall remain in effect and Lessee shall repair the damage as soon as reasonably possible using the Lessor's insurance proceeds, with Lessor being entitled to retain any remaining insurance proceeds. If the Improvements and/or the Leased Premises are only partially damaged but the insurance proceeds received by Lessor are not sufficient to pay the entire cost of repair, or if the cause of the damage is not covered by the insurance policies which Lessor maintains, Lessor may elect either to: (a) repair the damage as soon as reasonably possible, in which case this Lease shall remain in full force and effect; or (b) terminate this Lease effective as a date set by Lessor, but not sooner than thirty (30) days after such Lessor notice is given, and Lessee shall vacate the Leased Premises and surrender the same to Lessor. Lessor shall notify Lessee within sixty (60) days after receipt of the Casualty Notice whether Lessor elects to repair the damage or terminate the Lease.

If the Improvements and/or Leased Premises are totally or substantially destroyed by any cause whatsoever, such that, in the Lessor's opinion, substantial alteration, demolition, or reconstruction of the Improvements or the Leased Premises shall be required (whether or not the Leased Premises shall have been rendered untenable), this Lease shall terminate as of the date of Lessor's receipt of the Casualty Notice. Notwithstanding the foregoing, and regardless of whether or not insurance proceeds are available, if the Leased Premises can be rebuilt within one hundred eighty (180) days after the date of destruction in the Lessee's reasonable judgment, Lessor may elect, in its sole discretion, to rebuild the Leased Premises at Lessor's own expense, in which case, this Lease shall remain in full force and effect. Lessor shall notify Lessee of such election within sixty (60) days after receipt of the Casualty Notice.

In all events, all amounts paid or that would have been paid by the insurance required to be maintained by pursuant to this Lease shall be paid to and retained by Lessor.

Lessor and Lessee each agrees that it will cooperate with the other, to such extent as such other party may reasonably require, in connection with the prosecution or defense of any action or proceeding arising out of, or for the collection of, any insurance monies that may be due in the event of any loss or damage, and that it will execute and deliver to such other party such instruments as may be required to facilitate the recovery of any casualty insurance proceeds or other insurance monies.

If an Event of Default is continuing, no monies payable to Lessee under this Section 17 or Section 16 shall be paid to it until such default shall have been cured to the reasonable satisfaction of Lessor.

In addition to the other remedies in this Lease, Lessor shall be entitled to injunctive relief in the case of any violation or attempted or threatened violation, of any of the term, covenants, conditions, provisions or agreements contained in this Section 17, or to a decree compelling the specific performance of any of the provisions hereof, or to any other remedy allowed to Lessor by law or equity.

### 18. EXPROPRIATION:

- a. In the event as a result of condemnation or expropriation proceedings or threat of same by any government agency all or a substantial portion of the property is taken or transferred so as to render the remaining portion insufficient of Lessee to continue its business, this Lease shall be terminated as of the date of actual transfer of title of said expropriated property.
- b. If the remaining portion is sufficient for use for Lessor's business and Lessor estimated that repairs can be completed within ninety (90) days, after repairs are commenced, then Lessor, at Lessor's option, may

## COMMERCIAL LEASE

notify Lessee of its intent to repair the property; and the Lease shall not be terminated, but the Lessee shall be entitled to a reduction or remission of rent such as shall be just proportionate, but shall not be entitled to any damages or other payment. If Lessor fails to complete the work within ninety (90) days, this Lease shall terminate and Lessee shall not be entitled to any damages or payments.

- c. In the event of (a) above, Lessor shall be entitled to the total of any payments made because of the expropriation except such payment as may be specifically designated for and paid to Lessee. In the event of (b) above, the costs of such repairs shall be paid in proportion to the payments (if any) to Lessor and Lessee.
19. **SIGNS BY LESSEE:** Lessee shall have the right to erect and maintain signs advertising Lessee's business on the interior and exterior of the Leased Premises, provided that such signs are not in Lessor's sole judgment, dangerous, unsightly or detrimental to the property and shall be erected and maintained in accordance with the rules and regulations of the Lessor and of properly constituted authorities, except that no signs may be painted on the walls or other parts of the building and no sign or any other object whatsoever may be placed on the roof by Lessee. Lessee shall remove all signs erected or placed by Lessee at the expiration of the lease and shall repair any damages to the Leased Premises caused by this erection, maintenance or removal thereof. Lessor shall not have any obligation for the erection of signage or *for* the removal of existing signage, which shall be the sole responsibility of the Lessee.
20. **FOR SALE OR LEASE SIGNS: INSPECTION BY PROSPECTS:** Lessor shall have the right to place the usual "For Sale" and "By Auction" signs on the Leased Premises at any time during any term of this lease and the usual "For Lease" signs on the Leased Premises during the last six (6) months of the option term of this Lease (if any) or of the Primary Term if an option for extension is not exercised. Lessee agrees to allow persons authorized by Lessor to inspect the Leased Premises at any time during normal business hours during the term of this lease with the view of purchasing the same, and during the last six (6) months of anticipating occupancy (if an option for extension has not been exercised) or the last six (6) months of the final extended term with the view of renting the same, such inspections to be reasonable hours. If Lessee fails or refuses to permit such signs or inspection of the premises Lessor shall have the option to consider the Lease renewed for one year under the terms and conditions, except that the rent shall be double the entire rental paid by Lessee during the prior twelve (12) months or to hold Lessee liable for all loss and damages suffered by Lessor and/or enter the premises by any means without responsibility of the Lessee for any loss or damage resulting therefrom.
21. **RIGHT OF ENTRY BY LESSOR:** Lessor or Lessor's duly appointed agent, shall have the right to enter the Leased Premises at all reasonable times for the purpose of inspecting the same or to make repairs or to perform other work as Lessor may deem necessary or advisable in the event Lessor fails to maintain to Leased Premises in a proper manner. Such work shall be done in a manner to avoid undue inconvenience to Lessee.
22. **SURRENDER OF POSSESSION:** Upon expiration of this Lease, Lessee shall immediately surrender to Lessor possession of and all keys to the Leased Premises. Any holding over of the premises or the keys by Lessee shall not operate, except by written agreement, to extend or renew this Lease, but in such case, Lessor may terminate Lessee's occupancy at once or may consider such occupancy to be from month to month. In the event of such holding over without Lessor's consent, Lessee shall pay double the rent stipulated in the Lease for that period, together with such loss or damage as may be caused to the Lessor by such holding over.
23. **MANNER OF USE:** Lessee shall not cause or permit the Leased Premises to be used in any way which constitutes a violation of any law, ordinance, or governmental regulation or order, or which annoys or interferes with the rights of Lessees of the development of which the Leased Premises is part, or which constitutes a nuisance or waste. Lessee shall obtain and pay for all permits required for Lessee's

## COMMERCIAL LEASE

occupancy of the Leased Premises and shall promptly take all substantial and non-substantial actions necessary to comply with all applicable statutes, ordinances, rules, regulations, orders and requirements regulating the use by Lease of the Leased Premises. No auction sales, going-out-business sales, fire sales, bankruptcy sales or other sales not in the ordinary course of Lessee's business shall be conducted on the Leased Premises, without the prior written consent from Lessor.

- a. Lessee shall put nothing in the premises nor do anything, nor allow any activity which would forfeit or suspend insurance on the Leased Premises.
- b. Lessee shall operate its business on the Leased Premises at all times during the entire term of this Lease, unless prevented from doing so by causes beyond Lessee's control, and shall conduct its business at all times lawfully for the operation of such business in and upon the lease premises. The Lessee shall keep the Leased Premises at all times adequately fixtured, equipped, stocked and adequately staffed with personnel. Lessee agrees that it will conduct its business in the Leased Premises during the regular and customary hours for that kind of business.

24. **LESSOR'S RIGHT TO CORRECT LESSEE'S PAST DUE OBLIGATIONS:** If repairs to the premises required of Lessee by this Lease are not commenced within the time prescribed in this Lease after written notice is received by Lessee and performed in a timely fashion or if any payments to third parties, insurance premiums, taxes and other items, are not made timely after receipt by Lessee of written notice of amounts due, Lessor, at its option but without any obligation to do so may make such repairs or payments. Reimbursement for such sums by Lessee to Lessor shall immediately become due and payable. Each such instance shall be subject to late charges and interest described below from the original due date of the obligation.

25. **DEFAULT:** If Lessee fails to pay any installment of Rent or to reimburse Lessor for any sums paid by Lessor for expenditures required of Lessee due under this lease within five (5) days after written notice by Lessor to Lessee demanding same (provided that such notice need not be given with regard to nonpayment of Rent after such notice has been given twice during the period of this Lease), or fails to comply with any other provision of this Lease within twenty (20) days after such written notice by Lessor, or if Lessee abandons the Leased Premises, or removes from the Leased Premises any property against which Lessor is entitled to a Lessor's lien, or if Lessee makes an assignment for the benefit of creditors or is adjudged as bankrupt in an involuntary bankruptcy proceeding or files any type of proceeding or applies for any relief under the laws of the United States relating to bankruptcy or State laws relating to insolvency or if a receiver or a custodian is appointed for Lessee for any of Lessee's property by any court, then in any such event, Lessor shall have the right, at Lessor's option, without putting Lessee in default and without notice to vacate, or notice of default, (1) to cancel this Lease effective immediately or effective as of any date Lessor may select or (2) to proceed one or more times for past due installments of Rent or other cash obligations, without prejudicing the right to proceed later for additional installments or exercise any other remedy, or (3) to declare the unpaid Rent for the entire unexpired term of this Lease immediately due and payable and at once demand and receive payment thereof or (4) to have recourse to any other remedy or mode of redress to which Lessor may be entitled by law, Lessee hereby assenting thereto and expressly waiving any notice to vacate, and Lessee shall be and remain liable not only for Rent and other obligations payable to the date such cancellation becomes effective, but also for all damage or loss suffered by Lessor for the remaining term of this Lease resulting from such cancellation of the re-leasing on less favorable terms. Failure of Lessor to exercise any right granted in this paragraph shall not be construed as a waiver of the right and no indulgence by Lessor shall be construed as a waiver of any right herein granted. Lessor's election of a remedy or right shall not be irrevocable; Lessor may at any time change his selection of remedies. Lessor and Lessee further acknowledge and expressly agree that Lessor shall be entitled to any and all rights that it has to a Lessor's privilege or lien over Lessee's personal movable property in the event of default as provided for under the law, including but not limited to rights of seizure.

If a default shall have happened and be continuing, Lessor shall have the immediate right, whether or not the Lease shall have been terminated pursuant to this Section 23, to re-enter and repossess the Leased Premises by summary

## COMMERCIAL LEASE

proceedings, ejectment or in any manner Lessor determines to be necessary or desirable, and shall have the right to remove all persons and property therefrom, subject to the rights of Lessee's subleases in effect at that time to the extent legally permissible. Lessor shall be under no liability by reason of any such re-entry, repossession or removal and Lessee to the extent legally permissible hereby consents thereto and waives any right to prohibit Lessor from effecting any such re-entry, repossession or removal. No such re-entry, repossession or removal shall be construed as an election by Lessor to terminate the Lease unless a notice of such intention is given by Lessor to Lessee pursuant to this Section 23, or unless such termination is decreed by a court of competent jurisdiction.

The specified *remedies* to which Lessor may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which Lessor may be lawfully entitled in case of any breach or threatened breach by Lessee of any provision of this Lease.

26. **NOTICES:** Any notice to be given under this lease by Lessor to Lessee shall be considered as duly given if made in writing and deposited in the mail, postage prepaid, by registered or certified mail, addressed to Lessee at the Leased Premises. Any notice to be given under this lease by Lessee to Lessor shall be construed as duly given if made in writing and delivered to Lessor or deposited in the mail, postage prepaid, by registered or certified mail, addressed to Lessor at the place where Rent is required to be paid under this Lease. The effective date of any notice shall be the date of receipt or if not current address of Lessee has been given to Lessor, then the date of deposit of the notice in the U.S. postal system to Lessee's last known address according to Lessor's records shall be the effective date, Either Lessor or Lessee may change the designated place to which written notice is to be sent by mail, by so advising the other in writing, by delivery of such advice or by registered or certified mail addressed to the place designated in this Lease or such place as may have been subsequently designated, in accordance with this paragraph.
27. **PAYMENTS LESS THAN TOTAL AMOUNTS:** In the event any payment to Lessor is less than the full and total amount owed by Lessee for the obligation or payment due, Lessor may, at its option, receive such partial payment, which receipt and acceptance by Lessor shall in no way waive any rights of Lessor nor be interpreted as Lessor's willingness to accept any other partial payments. In addition, Lessor shall not be bound in any manner by any notation, statement or other legend inscribed or attached by letter or otherwise to such remittances.
28. **SUBLEASING OR ASSIGNMENT:** Lessee shall not voluntarily or by operation of law assign, transfer, mortgage, sublet, or otherwise transfer or encumber all or any part of Lessee's interest in this Lease or in the Leased Premises, without Lessor's prior written consent. Any attempted assignment, transfer, mortgage, encumbrance or subletting without such consent shall, at Lessor's option, be void and shall constitute a breach of this Lease. Any such sublease approved by Lessor shall contain all of the provisions of this Lease.

Regardless of Lessor's consent, no subletting or assignment shall release Lessee of Lessee's obligations or alter the primary liability of Lessee to pay the Rent and to perform all other obligations of Lessee hereunder. The acceptance of Rent by Lessor from any other person shall not be deemed to be a waiver by Lessor of any provision hereof. Consent to one assignment or subletting shall not be deemed consent to any subsequent assignment or sub-letting. In the event of default by any assignee of Lessee or any successor of Lessee, in the performance of any of the terms hereof, Lessor may proceed directly against Lessee without the necessity of exhausting remedies against said assignee.

29. **RELEASE OF LESSOR ON SALE:** Upon a sale or transfer of the Leased Premises by Lessor or a subsequent purchaser or transferor thereof, the purchaser or transferee by virtue of such sale or transfer shall be bound for the performance of all Lessor's agreements and obligations under this lease; Lessee agrees to attorn to such purchaser. Lessor shall thereupon be released from any and all liability thereafter arising under this lease.
30. **LATE CHARGE:** Lessee hereby acknowledges that late payment by Lessee to Lessor of Rent and other sums due hereunder will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will

## COMMERCIAL LEASE

be extremely difficult to ascertain. Such costs include but are not limited to processing and accounting charges, and other costs or losses. Accordingly, if any installment of Rent or any other sum due from Lessee shall not be received by Lessor or Lessor's designee within the time prescribed herein after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall pay to Lessor a late charge equal to five (5%) percent of such overdue amount. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of late payment by Lessee. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's default with respect to such overdue amount nor prevent Lessor from exercising any of the other rights and remedies granted thereunder.

31. **PAST DUE OBLIGATIONS INTEREST:** In addition, any amount due to Lessor or Lessee not paid when due shall bear simple interest at ten percent (10%) per annum from date of payment of such interest shall not excuse or cure any default by Lessee under this lease. Interest shall be payable on late charges incurred by Lessee.
32. **ATTORNEY'S FEES:** Should an attorney be engaged by Lessor to enforce payment of the rent due under this lease or to protect any of the interests of Lessor hereunder, with or without judicial proceedings, Lessee agrees to pay Lessor the reasonable fee of such attorney, and Lessee also agrees to pay all court costs and other expenses incurred by Lessor.
33. **ESTOPPEL CERTIFICATE:** Lessee shall at any time upon ten (10) day prior written notice from Lessor execute, acknowledge and deliver to Lessor a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification, and certifying that this lease, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to Lessee's knowledge, any uncured defaults on the part of Lessor hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or holder of an encumbrance of the premises.  
  
At Lessor's option, Lessee's failure to deliver such statement within such time shall be a material breach of this Lease or shall be conclusive upon Lessee (i) that this Lease is in full force and effect, without modification except as may be represented by Lessor, (ii) that there are no uncured defaults in Lessor's performance, and (iii) that not more than one month's Rent has been paid in advance.
34. **UBORDINATION:** Lessee agrees that Lessee will at any time, upon demand of Lessor, subordinate this Lease to the lien of any mortgage or mortgages which Lessor has placed or may hereafter place on the Leased Premises, provided that in any such mortgage the mortgagee shall agree, for itself and for each and every subsequent owner or holder of the mortgage and mortgage note and for any receiver or purchaser of the Leased Premises in the event of foreclosure, that Lessee's peaceable and quiet possession of the Leased Premises will not be disturbed on account of such mortgage or by reason of anything done or caused to be done thereunder, so long as Lessee pays the rents reserved under this Lease and keeps the covenants, agreements and stipulations of this Lease. Lessee agrees to attend to a foreclosing mortgagee or purchaser at a foreclosure sale.
35. **GRANTING OF SERVITUDES:** Lessor reserves to itself the right, from time to time, to grant such servitudes, rights and dedications that Lessor deems necessary or desirable, and to cause the recordation of servitudes and restrictions, so long as such rights, dedications, servitudes and restrictions do not unreasonably interfere with the use of the premises by Lessee. Lessee shall reasonably cooperate with Lessor in Lessor's granting of any such servitudes, rights and dedications.
36. **NON-WAIVERS:** Failure of Lessor to require strict performance by Lessee of any of the covenants, provisions or conditions of this Lease, on one or more occasions shall not constitute a waiver by Lessor of the right thereafter to require strict compliance with said covenants, provisions and conditions.

## COMMERCIAL LEASE

37. **SHORT FORM OF LEASE:** Either Lessor or Lessee shall, upon request of the other, execute, acknowledge and deliver to the other a "short form" memorandum of this Lease for recording purposes. The party recording such form shall pay all costs and reimburse the other party for any costs and attorney fees incurred.
38. **ASSIGNS AND SUCCESSORS:** All of the provisions contained herein shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, executors, administrators, successors, assigns, affiliates, nominees and representatives.
39. **NOTICE OF TERMINATION:** Upon termination of this Lease for any reason, Lessee agrees to execute, at Lessor's request and sole expense, a recordable instrument evidencing the termination of this Lease. If Lessee fails to execute such a document within five (5) days after such document is submitted to Lessee, then it is agreed that Lessor's written statement signed by an officer of Lessor or by Lessor stating that the Lease is terminated shall be recordable and accepted by all parties.
40. **LAWS OF LOCALITY:** This Lease shall be deemed to be a contract made under the laws of the State of Louisiana and shall be construed in accordance with and governed by the laws of the State of Louisiana and ordinances of the municipality and parish where the Leased Premises are situated and the rules and regulations of their duty constituted authorities.
41. **IN SOLIDO LIABILITY:** If the above described property is leased to more than one party, the obligations of all such parties hereunder, such as Lessee, if any, shall be IN SOLIDO.
42. **AUTHORITY OF SIGNORS:** If Lessee is a corporation, each person signing this Lease on behalf of Lessee represents and warrants that it has full authority to do so and that this Lease binds the corporation. If the proper authorizing resolution is not attached hereto at execution, then within five (5) days after this Lease is signed, Lessee shall deliver to Lessor a certified copy of such a resolution of Lessee's Board of Directors.
43. ~~**BROKER'S COMMISSION:** Lessor and Lessee acknowledge and accept that Ryan Murphy with Stirling Properties, L.L.C. is the sole broker for this transaction and that no other broker is entitled to any fee or commission. Stirling Properties, L.L.C.'s compensation shall be paid by Lessor based on a separate agreement.~~
44. **ENTIRE AGREEMENT:** The whole agreement between the parties hereto is set forth in this instrument including all exhibits hereto and any in solido obligations and guaranties relating thereto, which are made part hereof as if written herein, and the parties hereto shall not be bound by any agreements, conditions, understanding or representations other than are expressly stipulated and set forth herein or in any written and signed amendments. If there is any conflict between printed portions and typewritten or handwritten portions, the typewritten or handwritten portions shall prevail.

[Signatures Follow]



**COMMERCIAL LEASE**

COUNTERPART SIGNATURE PAGE TO COMMERCIAL LEASE DATED \_\_\_\_\_

THUS DONE AND SIGNED on the \_\_\_\_ day of \_\_\_\_\_, 2023, but effective as of the date first written above.

LESSOR:

KDW HOLDINGS, LLC

---

Signature / Date

---

Print Name

**COMMERCIAL LEASE**

COUNTERPART SIGNATURE PAGE TO COMMERCIAL LEASE DATED \_\_\_\_\_

THUS DONE AND SIGNED on the \_\_\_\_ day of \_\_\_\_\_, 2023, but effective as of the date first written above.

LESSEE:

ST. TAMMANY PARISH LIBRARY

---

Signature / Date

---

Print Name

## COMMERCIAL LEASE

EXHIBIT "A" TO COMMERCIAL LEASE DATED MARCH 27, 2018

A certain lot of ground, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the City of Covington, Parish of St Tammany, State of Louisiana, designated as Lot 5-A of Square 2111 of the Division of New Covington (A/K/A New Covington Addition) on the plan of resubdivision by Fontcuberla Surveys Incorporated, dated April 8, 1996, being a resubdivision of original Lot 5 and a portion of Lot 4 and a 20 foot revoked alley, registered as Map File No. 1434, official records of St. Tammany Parish, Louisiana. Al as more fully shown on the plan of survey by Randall W. Brown & Associates, Inc., dated August ,1 2005.

Being the same property acquired by above vendor on act dated 4/25/05 and recorded at Instrument No.1491247 in the Parish of St. Tammany, State of Louisiana.

Municipal Address:

1112 West 21st Avenue  
Covington. LA

## COMMERCIAL LEASE

EXHIBIT "B" TO COMMERCIAL LEASE DATED MARCH 27, 2018

FOYER:

LARGE WATERHOG RUG  
MARBLE COUNTER

1ST FLOORFRONT CONFERENCE ROOM:

FLAT TV WITH SPEAKERS MOUNTED ON WAITING ROOM WALL  
MAHOGANY CABINET WITH NUMEROUS AUDIO/VIDEO COMPONENTS WITHIN WINDOW  
BLINDS

ADJACENT SCREENING ROOM:

WINDOW CURTAINS

ADJACENT 1ST FLOOR BATHROOM:

TRASHCAN, IRON ART PIECE MOUNTED ON WALL

ADJACENT 1ST FLOOR BACK CONFERENCE ROOM:

TOSHIBA FLAT TV MOUNTED ON WALL

ADJACENT KITCHEN:

STAINLESS STOVE, MICROWAVE, DISHWASHER, MARBLE COUNTERS, PAINT CANS,  
MAINTENANCE ITEMS, MULTIPURPOSE 22FT. ALUMINUM CONVERTIBLE LADDER

CENTRAL ALCOVE:

MARBLE COUNTERS

FRONT RECEPTION ROOM:

TALL LEATHER DESK CHAIRS X 2

UPSTAIRS MAIN OFFICE:

SONY TV, MOUNTED DVR, AUDIO RECEIVER, LEATHER GUEST CHAIR

ADJACENT FRONT OFFICE:

TALL BOOKSHELF, LARGE DESK, CREDENZA BOTTOM AND TOP,  
LATERAL 2 DRAWER FILE CABINET, BLINDS, LEATHER GUEST CHAIR

UPSTAIRS BATH:

MOUNTED ACCESSORY SHELF

ALCOVE ADJACENT TO STAIRS:

LATERAL 2 DRAWER FILE CABINET

OFFICE ON SIDE OF BLDG ADJACENT TO BATHROOM:

LATERAL 2 DRAWER FILE CABINET, LARGE DESK, TALL LEATHER DESK CHAIR

DOUBLE OFFICE ADJACENT:

LARGE L-SHAPED DESK/CREDENZA/FILE CABINET X 2

CENTRAL LARGE CONFERENCE ROOM: MOUNTED CHALK BOARD, CABINETS, CONSOLE,  
BLINDS/EXTRA DOOR

ATTIC:

EXTRA DOOR

### **Extension of the Hwy 36 Lease**

The current lease for the Technical Services/ Maintenance building, also called the “Annex,” will expire on April 30<sup>th</sup>, 2023. Our new building is likely to be under construction starting in March. Construction is estimated to last 90 days. We have the opportunity to extend our lease until June 30<sup>th</sup> 2023, at the same current rent of 3,000 per month with all of the same conditions as the previous lease, except we will have to clean out the back part of the warehouse. The Board will need to vote in order to extend the lease.

ADDENDUM TO LEASE AGREEMENT

This Addendum to the Lease is made on the 23 day of February, 2023, by and between SRD Flooring LLC (hereinafter "Lessor") and St. Tammany Parish Library (hereinafter "Lessee").

Witnesseth:

Whereas, under the date of May 1, 2017, the parties hereto executed a Lease Agreement for approximately 3200 square feet of office and warehouse space bearing the municipal address of 19612 Highway 36, Covington, LA 70433.

Whereas, under the date first mentioned above, Lessor and Lessee agree to renew this agreement under the following terms and conditions:

- 1) Term: The term of this lease extension is Two (2) months commencing May 1, 2023 and expiring June 30, 2023.
- 2) Building use- Starting April 1, 2023 and until lease expires on June 30, 2023 the Lessee will not have access to the Back warehouse area. This area shall be completely emptied and turned over to the Lessor for their personal use. Lessor will not incur any expenses during this time where both lessee and lessor share the building. Lessee will continue to cover all month expenses.
- 3) Rental: The monthly rental shall be \$3,000.00 per month on a gross lease basis.
- 4) It is understood and agreed that this Addendum to Lease Agreement shall not be binding until and unless all parties have signed it.
- 5) All other terms and conditions of the original Lease Agreement dated October 31, 2007 shall remain unchanged.

WITNESSES:

LESSOR: SRD Flooring LLC

\_\_\_\_\_

By: Steele McDaniel Date  
Title: Managing Member

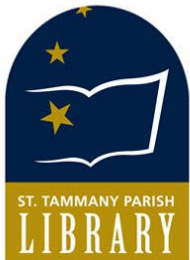
LESSEE: St. Tammany Parish Library

\_\_\_\_\_

By: Kelly Larocca Date  
Title:

### **Resolution regarding graphic novels**

What follows is a resolution for your consideration regarding graphic novels that depict sexual conduct. This is different from the two previous resolutions that were considered. The resolution at the December 13<sup>th</sup>, 2022 meeting would have restricted all graphic novels for adults and teens behind the desk. The resolution considered at the January 3<sup>rd</sup>, 2023 meeting restricted books behind the circulation desk that met the criteria that is applied to R-rated movies. This resolution is narrower and only applies to graphic novels that depict “sexual conduct” as recently defined by the Attorney General.



**St. Tammany Parish Library Board of Control  
Resolution regarding graphic novels**

February 28<sup>th</sup>, 2023

**WHEREAS**, pursuant to Louisiana Revised Statute § 25:215, the St. Tammany Parish Library Board of Control has the authority to establish rules and regulations for the St. Tammany Parish Library not inconsistent with law;

**WHEREAS**, the Louisiana Attorney General has provided guidance regarding access of certain materials that depict sexual conduct;

**WHEREAS**, the St. Tammany Parish Library Board of Control has determined that graphic novels found to contain depictions of “sexual conduct” as defined by the Attorney General, and as similarly defined in La. R.S. § 14:106 et. seq., (See Exhibit “A” attached hereto) should be retained behind the circulation desk, and that digital access to graphic novels should be similarly restricted, and only available to adult library card holders and to minors whose parents or guardians have chosen a juvenile unrestricted card; and,

**WHEREAS**, the Library Board of Control continues to recognize that parents and guardians are primarily responsible for the supervision of their children, including making decisions regarding the materials that their children may check out.

**NOW THEREFORE BE IT RESOLVED** that the St. Tammany Parish Library Board of Control directs library administration and staff to do what is necessary to identify all graphic novels that the library owns physically or has access via digital media that contain depictions of “sexual conduct” as defined by the Louisiana Attorney General and as similarly defined in La. R.S. § 14:106 et. seq. This definition is attached to this resolution as Exhibit A. Any graphic novels that are found to have these depictions shall be retained behind the circulation desk, and only available to adult library card holders, or to minors whose parents or guardians have chosen a juvenile unrestricted card. Digital access would similarly be restricted making it only available to adult library card holders, or to minors whose parents or guardians have chosen a juvenile unrestricted card.

**BE IT FURTHER RESOLVED** that all graphic novels that do not contain depictions of “sexual conduct” shall remain on the shelves and/or available electronically.

**BE IT FURTHER RESOLVED** that the Library Board of Control directs the administration and staff to move forward with this directive.

THIS RESOLUTION HAVING BEEN SUBMITTED TO A VOTE, THE VOTE THEREON WAS AS FOLLOWS:

Moved for adoption by \_\_\_\_\_ and seconded by \_\_\_\_\_,

YEAS:

NAYS:

ABSENT:

ABSTAIN:

AND THIS RESOLUTION WAS DECLARED DULY ADOPTED ON THIS DAY, THE 28<sup>th</sup> DAY OF FEBRUARY 2023, AT A MEETING OF THE ST. TAMMANY PARISH LIBRARY BOARD OF CONTROL, A QUORUM OF THE MEMBERSHIP BEING PRESENT.

\_\_\_\_\_  
Rebecca Taylor, Board President

ADMINISTRATIVE OFFICE  
310 WEST 21<sup>ST</sup> AVENUE COVINGTON, LA 70433  
PH: (985) 871-1219 FAX: (985) 871-1224

ABITA SPRINGS (985) 893-6285

COVINGTON (985) 893-6280

MADISONVILLE (985) 845-4819

BUSINESS RESOURCE CENTER  
(985) 626-5314

FOLSOM (985) 796-9728

MANDVILLE (985) 626-4293

BUSH (985) 886-3588

LACOMBE (985) 882-7858

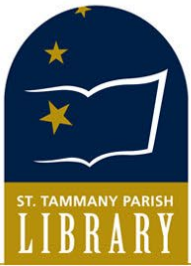
PEARL RIVER (985) 863-5518

CAUSEWAY (985) 626-9779

LEE RD (985) 893-6284

SLIDELL (985) 646-6470





**Exhibit A**

Sexual Conduct – any of the following:

- (a) Masturbation or lewd exhibition, actual, simulated, or animated, of the genitals, pubic hair, anus, vulva, or female breast nipples;
- (b) Sadomasochistic abuse, meaning actual, simulated or animated, flagellation, or torture by or upon a person who is nude or clad in undergarments or in a costume that reveals the pubic hair, anus, vulva, genitals, or female breast nipples, or in the condition of being fettered, bound, or otherwise physically restrained, on the part of one so clothed;
- (c) Actual, simulated, or animated touching, caressing, or fondling of, or other similar physical contact with a pubic area, anus, female breast nipple, covered or exposed, whether alone or between humans, animals, or a human and an animal, of the same or opposite sex, in an act of apparent sexual stimulation or gratification;
- (d) Actual, simulated, or animated stimulation of a human genital organ by any device whether or not the device is designed, manufactured, or marketed for such purpose; or
- (e) Actual, simulated, or animated ultimate sexual acts, whether between human beings, animals, or an animal and a human being.

---

ADMINISTRATIVE OFFICE  
310 WEST 21<sup>ST</sup> AVENUE COVINGTON, LA 70433  
PH: (985) 871-1219 FAX: (985) 871-1224

ABITA SPRINGS (985) 893-6285  
COVINGTON (985) 893-6280  
MADISONVILLE (985) 845-4819

BUSINESS RESOURCE CENTER  
(985) 626-5314  
FOLSOM (985) 796-9728  
MANDEVILLE (985) 626-4293

BUSH (985) 886-3588  
LACOMBE (985) 882-7858  
PEARL RIVER (985) 863-5518

CAUSEWAY (985) 626-9779  
LEE RD (985) 893-6284  
SLIDELL (985) 646-6470

# Director's Report

February 28, 2023

## FACILITIES

- Maintenance washed all library buildings and sidewalks.
- Alamosa – New Technical Services Building - M Natal was the low bidder and they have accepted/confirmed their price. Their contract amount will be \$107,036.00. The contract has been routed for execution.
- Currently working with Parish engineering department and architects on the final plan revision to complete the outside remodel and repairs at the Covington Branch.

## RESPONSE TO PUBLIC RECORDS REQUESTS

We have received 13 public records requests since the beginning of November. Seven are currently outstanding. Some have been easy to answer, other have required extensive search of paper and electronic documents. E-mail searches are done by our IT department but then have to be redacted and reviewed for relevance by the DA's office. As an example, because of the broad nature of the email searches one of the uncompleted public records request yielded 30,459 emails that are waiting in line to be reviewed/redacted. The library administration had already planned to hire a part time file clerk this year, but we have since decided to make it a full-time position as we previously had no one person responsible for public records requests and we will need this help moving forward.

## CHALLENGE MATERIALS UPDATE

To date the Library has received 188 Statements of Concern on 151 titles since August 2022. The most recent Statement of Concern was submitted on February 20, 2023. Under the old policy, seven Statements of Concern were reviewed by staff and complainants were informed of the decisions. Two of those books were appealed and decided in December.

The status of the remaining Statements of Concern is still "pending review". Committees have been formed for all the Statements submitted on November 3<sup>rd</sup> through December 2<sup>nd</sup>, 2022. Staff have been reading the books. In January there were 10 committee meetings to review books in this group. These committees have not submitted recommendations yet. Because most of the Statements cite the Louisiana Revised Statutes 14:191.11 as the main complaint, the committees are waiting for legal guidance from the hired attorneys on how to apply the standards outlined in the statute to the content of the books. Once legal advice is given, the committees will submit recommendations.

One large committee met earlier in February to review four new Statements on picture books that were reviewed previously in 2022. We anticipate that we will have our legal advice and will be making recommendations for Board decisions at our next meeting.

## **MARKETING AND OUTREACH**

Advertising was purchased to promote the Witness to Change grant program in Slidell Magazine.

Jackie Riecke and Jillian Boudreaux promoted the Witness to Change grant program and Mardi Gras Library events on the Lake and Highway radio stations.

Adele Salzer, Pearl River Branch Manager, presented storytime on January 31 at the Regina Coeli Child Development Center and storytime at Riverside Elementary Literacy Night on February 7.

Jennifer Rifino, Teen Services Coordinator, presented at Lakeshore High School's Career Day on February 1. Jennifer also represented the Library at the STPSB's College and Career Expo at the Harbor Center on February 8, and as the advisor to Girl Scout Jessica Monson, presented her Girl Scout Gold Award workshop on Library Services to Teens at the Madisonville Branch on February 16.

Amy Strain, Folsom branch manager, attended the Library Foundation meeting in Madisonville on January 17 and February 13.

Susan Badon, Madisonville Children's Librarian presented Storytime and Kidz Klub House on February 3 and 17.

Jessica Aucoin, Mandeville Children's Librarian, presented Storytime to Kinder Haus Montessori.

## **PROGRAMMING HIGHLIGHTS**

The LEH grant, Currents: Witness to Change programming is underway. All but one set of books has been given out (20 spots allowed in the program), and the first discussion was at Covington on January 30<sup>th</sup> with 9 in attendance.

The Knitting Group at the Bush Library is making scarves to send to the D-Day Museum, for men and women living in Veteran's homes.

## **PERSONNEL**

Emily Stephan is the new Reference Librarian at Madisonville.  
Kellie Nelson is the new Reference Librarian at Covington.

## **PROFESSIONAL INVOLVEMENT**

Staff members attended the Lib Learn X conference on January 28-30 in New Orleans.

Jillian Boudreaux, Tanya DiMaggio, Jenny Mayer, and Jennifer Rifino attended the Commission on Families meeting on February 14.

Jennifer Rifino and Jenny Mayer attended the Louisiana State Library's Summer Reading Workshop at Livingston Parish Library on February 16.

## **PROGRAMMING / SERVICES**

Educate Station, a new online database was launched to provide lesson plans and supplemental worksheets for educators and homeschooling parents of PreK-2 grade children.

## **WEBINAR ATTENDANCE**

Debbie Cuevas and Tanya DiMaggio attended the State Library of Louisiana's State Annual Report and Data Entry Training Update webinar.

Byron Holdiman, Covington Branch Genealogy Librarian, attended the webinar "Fourteenth Colony: The Forgotten Story of the Gulf South During America's Revolutionary Era with Michael Bunn on January 21.

## **WEBSITE**

December: 70,858 Sessions, 63.37% were New Users

January: 63,654 Sessions, 55.37% were New Users

## **CONTRACTS**

- **SpringShare LLC** for LibCal 50 renewed at \$1521 for the annual license for the meeting room calendar.
- **DATA443 Risk Mitigation, Inc.** renewed at \$1610 for ransomware license
- **Daiken Applied** renewed at \$9679 and \$10,372 for HVAC Yearly Comprehensive Service contract for Slidell Branch and Madisonville Branch.
- **Electronic Protection Systems** renewed at \$419.40 and \$419.40 for security systems at Covington Branch and Slidell Branch
- **Stanley Access Technologies** renewed at \$1700 for the maintenance contract for automatic doors at Covington Branch
- **Quest Software** renewed at \$1440 for Desktop Authority Support
- **Comprise Technologies** renewed at \$3070 for Smart Pay
- **BiblioCommons** renewed at \$75,273.14 for BiblioCore and BiblioWeb

January 2023  
Service Statistics

Branch	Adult Books	CD	DVD	ILL	Juv Bks	Mag	Pbks	YA	Virtual	Total Circulation	Computer Usage	Door Count	Wireless Inside	Wireless Outside
Admin/Annex	270	59	82	21	112	6		20		570				
Abita	523	53	241	16	464	2		31		1,330	175	1,885	90	233
Bush	205	15	392	1	121	13		12		759	120	797	44	118
Causeway	2218	157	782	24	1810	19		203		5,213	460	4,919	1,312	1,628
Covington	3436	310	1485	21	3419	113	72	174		9,030	1,178	5,978	2,780	1,316
Folsom	488	30	358	8	369	77		21		1,351	260	1,247	151	198
Lacombe	267	27	203	3	226	3		7		736	230	2,105	100	153
Lee Road	366	39	204	1	326	10	5	18		969	66	678	66	216
Madisonville	1127	189	323	12	1345			111		3,107	350	4,991	1,070	587
Mandeville	2584	297	742	15	2839	71	3	202		6,753	1,136	6,415	859	608
Pearl River	412	6	131	9	217	6	24	45		850	351	1,570	99	191
Slidell	3769	289	1113	24	2905	248	215	328		8,891	1,939	10,329	1,426	963
South Slidell	597	69	501	9	687	12	12	40		1,927	1,286	4,602	634	980
Virtual <sup>1</sup>									31,717	31,717				
<b>Total</b>	<b>16,262</b>	<b>1,540</b>	<b>6,557</b>	<b>164</b>	<b>14,840</b>	<b>580</b>	<b>331</b>	<b>1,212</b>	<b>31,717</b>	<b>73,203</b>	<b>7,551</b>	<b>45,516</b>	<b>8,631</b>	<b>7,191</b>

1 - Virtual stats include Overdrive, Tumblebooks, 3M Cloud Library, Rbdigital, Hoopla

CD=CompactDisc; DVD=DigitalVersatileDisc; ILL=InterLibraryLoan; Mag=Magazines  
Pbks=Paperbacks; YA=Young Adult

**Patrons Registered:            747**

## **Strategic Planning Committee Update**

Strategic planning continues to make headway.

The Community Advisory Committee met on February 27<sup>th</sup>, 2023 to review reports previously presented to the Board in October and to see the draft of the Mission, Vision, and Goals that were drafted after the Board's strategic planning workshop. Carson and Susan will be visiting on March 25<sup>th</sup>, 2023 to present the final draft of the strategic plan for the Board's review.