

City of West Liberty Public Library
Notice and Call of Public Meeting
West Liberty Public Library Board of Trustees
August 20, 2025, at 7 pm:
West Liberty Public Library
Lower-Level Meeting Room

That the above-mentioned governmental body will meet at the date, time, and place about set out. The tentative agenda for said meeting is as follows:

- I. Call to Order**
- II. Approval of Agenda**
- III. Approval of Minutes**
- IV. Public Discussion**
- V. Financial Report**
 - 1. Bywater Solutions**
 - 2. Faronics**
 - 3. Climate Engineers**
- VI. Director's Report**
- VII. Announcements from Members**
- VIII. Old Business**
 - 1. Director Evaluation**
 - 2. Wage Adjustment**
- IX. New Business**
 - 1. Trustee Recommendation**
 - 2. Elevator repair**
- X. Adjourn Meeting**

Next meeting is Wednesday, September 17, at 7 pm.

City of West Liberty Public Library
West Liberty Public Library Board of Trustees
Regular Meeting Minutes from May 21, 2025
West Liberty Public Library Lower-Level Meeting Room

Present at Meeting:

Trustees: Hannah Chesmore-Potts- acting as president, Brianna Harvey, Ken Brooks, Rachel Morrison, Sergio Guerrero-Ibarra

Library Assistant Director: Ali Oepping

- I. Call to Order 19:12**
- II. Approval of Agenda:** Motion to approve by Member Morrison, Second by Harvey, **4-0**
- III. Approval of Minutes:** January, February, and April- Motion to approve by Morrison, Second by Guerrero-Ibarra, **4-0**
- IV. Public Discussion:**
 - A.** 2025 Summer Reading Program
- V. Financial Report:**
 - A.** New invoice to fix the roof- board recommends looking for someone more local in the future if permitted
 - B.** Motion to approve expenses and pay by Member Gerrero-Ibarra, Second by Morrison **4-0**
- VI. Director's Report:** Given by Oepping
- VII. Announcements from Members:**
 - A.** Chesmore-Potts will be moving likely before the September meeting.
 - B.** Capital Campaign- spoke with Ryan Trust- will be doing something, but want to wait for progression. Discussion on how we may advertise at the fair- maybe the Democratic and Republican parties
- VIII. Old Business:**
 - A.** Updated Exterior Security Quotes
 - i. There are concerns about using the remainder of the budget from the pre-renovation funds if we will need to prioritize a potential bigger roof issue.
 - ii. Table this until June
- IX. New Business:**
 - A.** None
- X. Adjourn Meeting:** Motion by Morrison, Second by Brooks, **4-0**



City of West Liberty, IA

Monthly Budget Report

Account Summary

For Fiscal: 2025-2026 Period Ending: 07/31/2025

		July Budget	July Activity	Variance Favorable (Unfavorable)	Percent Remaining	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Percent Remaining	Total Budget
Fund: 001 - General Fund										
Revenue										
001-4-410-1-4799	Other Misc Revenue	0.00	378.84	378.84	0.00%	0.00	378.84	378.84	0.00%	0.00
001-4-410-2-4470	County Library Allocation	1,457.75	0.00	-1,457.75	-100.00%	1,457.75	0.00	-1,457.75	-100.00%	17,500.00
001-4-410-2-4471	Local Comm Library Allocation	627.74	0.00	-627.74	-100.00%	627.74	0.00	-627.74	-100.00%	7,536.00
001-4-410-2-4705	Contributions- Gifts/Grants	12,994.80	0.00	-12,994.80	-100.00%	12,994.80	0.00	-12,994.80	-100.00%	156,000.00
Budget Notes										
Subject		Description								
Fundraiser for Library Building Upgrades		Projected fundraiser for Phase I 150,0000								
001-4-410-4-4433	State Shared Revenue/Enrich IO	166.60	0.00	-166.60	-100.00%	166.60	0.00	-166.60	-100.00%	2,000.00
Total Revenue:		15,246.89	378.84	-14,868.05	-97.52%	15,246.89	378.84	-14,868.05	-97.52%	183,036.00
Expense										
001-6-410-1-60100	Wages- Full Time	19,812.15	15,818.40	3,993.75	20.16%	19,812.15	15,818.40	3,993.75	20.16%	237,841.00
001-6-410-1-60200	Wages- Part Time	3,339.91	6,083.53	-2,743.62	-82.15%	3,339.91	6,083.53	-2,743.62	-82.15%	40,095.00
001-6-410-1-60400	Wages- Over Time	20.82	38.16	-17.34	-83.29%	20.82	38.16	-17.34	-83.29%	250.00
001-6-410-1-61100	FICA-City Contribution	1,771.20	1,639.98	131.22	7.41%	1,771.20	1,639.98	131.22	7.41%	21,263.00
001-6-410-1-61300	IPERS-City Contribution	2,132.48	1,883.31	249.17	11.68%	2,132.48	1,883.31	249.17	11.68%	25,600.00
001-6-410-1-61400	ICMA-City Contribution	249.90	300.00	-50.10	-20.05%	249.90	300.00	-50.10	-20.05%	3,000.00
001-6-410-1-61500	Group Medical Insurance- Health	4,331.60	5,172.21	-840.61	-19.41%	4,331.60	5,172.21	-840.61	-19.41%	52,000.00
001-6-410-1-61600	Worker's Compensation Insurance	208.25	112.00	96.25	46.22%	208.25	112.00	96.25	46.22%	2,500.00
001-6-410-1-61810	Uniform Allowance	16.66	0.00	16.66	100.00%	16.66	0.00	16.66	100.00%	200.00
001-6-410-1-62100	Dues & Membership Fees	69.97	0.00	69.97	100.00%	69.97	0.00	69.97	100.00%	840.00
001-6-410-1-62200	Subscriptions, Publ & Educ Materials	16.66	0.00	16.66	100.00%	16.66	0.00	16.66	100.00%	200.00
001-6-410-1-62300	Training	49.98	0.00	49.98	100.00%	49.98	0.00	49.98	100.00%	600.00
001-6-410-1-62400	Conference & Travel Expenses	8.33	0.00	8.33	100.00%	8.33	0.00	8.33	100.00%	100.00
001-6-410-2-63100	Building & Grounds Maintenance	999.60	16.20	983.40	98.38%	999.60	16.20	983.40	98.38%	12,000.00
001-6-410-2-63500	Equipment Repairs & Maintenance	83.30	0.00	83.30	100.00%	83.30	0.00	83.30	100.00%	1,000.00
001-6-410-2-63710	Utility Services- Electric, Gas, Water	416.50	2,440.73	-2,024.23	-486.01%	416.50	2,440.73	-2,024.23	-486.01%	5,000.00
001-6-410-2-63730	Telephone & Internet Expense	249.90	253.05	-3.15	-1.26%	249.90	253.05	-3.15	-1.26%	3,000.00
001-6-410-2-64070	Professional & Consulting Fees	333.20	0.00	333.20	100.00%	333.20	0.00	333.20	100.00%	4,000.00
001-6-410-2-64080	Tort Liability Insurance	291.55	0.00	291.55	100.00%	291.55	0.00	291.55	100.00%	3,500.00
001-6-410-2-64150	Rentals & Leases	333.20	657.81	-324.61	-97.42%	333.20	657.81	-324.61	-97.42%	4,000.00
001-6-410-2-64260	Enrichment Programs	249.90	283.92	-34.02	-13.61%	249.90	283.92	-34.02	-13.61%	3,000.00
001-6-410-2-65020	Books/Audiovisual/Materials	2,915.50	8,772.44	-5,856.94	-200.89%	2,915.50	8,772.44	-5,856.94	-200.89%	35,000.00
001-6-410-2-65040	Minor Equipment	83.30	0.00	83.30	100.00%	83.30	0.00	83.30	100.00%	1,000.00

Monthly Budget Report

For Fiscal: 2025-2026 Period Ending: 07/31/2025

		July Budget	July Activity	Variance Favorable (Unfavorable)	Percent Remaining	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Percent Remaining	Total Budget
001-6-410-2-65070	Operating Supplies	999.60	17.52	982.08	98.25%	999.60	17.52	982.08	98.25%	12,000.00
001-6-410-2-65080	Postage	58.31	349.00	-290.69	-498.53%	58.31	349.00	-290.69	-498.53%	700.00
001-6-410-2-65210	Janitorial Supplies	166.60	0.00	166.60	100.00%	166.60	0.00	166.60	100.00%	2,000.00
001-6-410-3-67280	Capital Improvements	12,495.00	0.00	12,495.00	100.00%	12,495.00	0.00	12,495.00	100.00%	150,000.00

Budget Notes

Subject	Description									
Capital Campaign Remodel Project	Phase I remodel project through fundraisers and LOST									
	Total Expense:	51,703.37	43,838.26	7,865.11	15.21%	51,703.37	43,838.26	7,865.11	15.21%	620,689.00
	Total Fund: 001 - General Fund :	-36,456.48	-43,459.42	-7,002.94		-36,456.48	-43,459.42	-7,002.94		-437,653.00
	Report Total:	-36,456.48	-43,459.42	-7,002.94		-36,456.48	-43,459.42	-7,002.94		-437,653.00

Group Summary

Account Typ...	July Budget	July Activity	Variance Favorable (Unfavorable)	Percent Remaining	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Percent Remaining	Total Budget
Fund: 001 - General Fund									
Revenue	15,246.89	378.84	-14,868.05	-97.52%	15,246.89	378.84	-14,868.05	-97.52%	183,036.00
Expense	51,703.37	43,838.26	7,865.11	15.21%	51,703.37	43,838.26	7,865.11	15.21%	620,689.00
Total Fund: 001 - General Fund :	-36,456.48	-43,459.42	-7,002.94		-36,456.48	-43,459.42	-7,002.94		-437,653.00
Report Total:	-36,456.48	-43,459.42	-7,002.94		-36,456.48	-43,459.42	-7,002.94		-437,653.00

Fund Summary

Fund	July Budget	July Activity	Variance Favorable (Unfavorable)	Percent Remaining	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Percent Remaining	Total Budget
001 - General Fund	-36,456.48	-43,459.42	-7,002.94		-36,456.48	-43,459.42	-7,002.94		-437,653.00
Report Total:	-36,456.48	-43,459.42	-7,002.94		-36,456.48	-43,459.42	-7,002.94		-437,653.00

Unpaid bills by Vendor

West Liberty Public Library

January-December, 2025

DISTRIBUTION ACCOUNT NUMBER	BILL NUMBER	DATE	LINE DESCRIPTION	AMOUNT	AMOUNT	DISTRIBUTION ACCOUNT
Amazon						
6508	1WVQMPKV6WH1	03/04/2025	Total	349.00	349.00	Postage
6507	13PFRRHCPDHG	04/16/2025	Total	7.98	7.98	Operating Supplies
Total for Amazon				\$356.98	\$356.98	
Overdrive						
6502	06497CP25139118	04/30/2025	ebooks	205.43	205.43	Books, AV Materials
6502	06497CP25137138	04/30/2025	ebooks	212.92	212.92	Books, AV Materials
6502	06497CP25205581	06/30/2025	Total	209.70	209.70	Books, AV Materials
6502	06497CP25207037	06/30/2025	Total	208.13	208.13	Books, AV Materials
6502	CD0649725211320	07/01/2025	Annual BRIDGES fee	1,225.92	1,225.92	Books, AV Materials
Total for Overdrive				\$2,062.10	\$2,062.10	
Baker & Taylor						
6502	2039056131	05/07/2025	46 titles	532.05	532.05	Books, AV Materials
6502	2039081762	05/19/2025	4 titles	59.26	59.26	Books, AV Materials
6502	2039079822	05/20/2025	81 titles	1,324.36	1,324.36	Books, AV Materials
6502	2039101788	05/30/2025	12 titles	170.59	170.59	Books, AV Materials
6502	2039120095	06/10/2025	20 titles	289.25	289.25	Books, AV Materials
6502	2039141251	06/24/2025	9 titles	149.49	149.49	Books, AV Materials
Total for Baker & Taylor				\$2,525.00	\$2,525.00	
Transparent Language Inc.						
6502	36187	06/25/2025	Language database	800.00	800.00	Books, AV Materials
Total for Transparent Language Inc.				\$800.00	\$800.00	
Ebsco						
6502	91011025620	07/01/2025	Total	4,135.00	4,135.00	Books, AV Materials
Total for Ebsco				\$4,135.00	\$4,135.00	
Marco Technologies						
6415	559644430	07/08/2025	printer	657.81	657.81	Rentals & Leases
Total for Marco Technologies				\$657.81	\$657.81	

Unpaid bills by Vendor
West Liberty Public Library
January-December, 2025

	Distribution account number	Bill number	Date	Line description	Amount	Distribution account
Amazon						
	6521	11Q73D7WJK49	08/07/2025	Paper goods	119.63	Janitorial Supplies
	6507	1C3HDV4F6Q1G	07/23/2025	office supplies	30.39	Operating Supplies
	6502	1C3HDV4F6Q1G	07/23/2025	56 youth titles	204.75	Books, AV Materials
	6426	1C3HDV4F6Q1G	07/23/2025	alphabet beads	5.69	Enrichment Programs
	6507	1HMDM1P979T6	08/18/2025	Staff supplies	136.88	Operating Supplies
Total for Amazon					\$497.34	
Baker & Taylor						
	6502	2039201689	07/28/2025	19 titles	227.08	Books, AV Materials
	6502	2039186609	07/17/2025	3 titles	51.00	Books, AV Materials
	6502	2039169692	07/08/2025	30 titles	324.93	Books, AV Materials
	6502	2039166389	07/03/2025	7 titles	122.54	Books, AV Materials
	6502	2039234414	08/18/2025	6 youth titles	78.57	Books, AV Materials
	6502	2039212208	08/01/2025	5 children's titles, 1 patron request	70.54	Books, AV Materials
Total for Baker & Taylor					\$874.66	
Bywater Solutions						
	6407	9194	06/12/2025	hosting services	1,800.00	Professional & Cons Fees
Total for Bywater Solutions					\$1,800.00	
Climate Engineers						
	6310	33685	07/23/2025	Liberty Public Library	3,682.00	Building/Ground Maintenance
Total for Climate Engineers					\$3,682.00	
Overdrive						
	6502	06497CP25237511	07/31/2025	eAudiobooks	238.31	Books, AV Materials
	6502	06497MA25238792	07/31/2025	eBooks	160.46	Books, AV Materials
	6502	06497CP25236913	07/31/2025	Ebooks	227.04	Books, AV Materials
Total for Overdrive					\$625.81	

State Library of Iowa					
	6407	26-016	07/08/2025	FY26 OCLC CatExpress	310.00 Professional & Cons Fees
Total for State Library of Iowa					\$310.00
Transparent Language Inc.					
	6502	36187	06/25/2025	Language database	800.00 Books, AV Materials
Total for Transparent Language Inc.					\$800.00

Library Director's Report

20 August 2025

Agenda:

Today, we will conduct my evaluation, adjust wages as budgeted, recommend a new trustee, and talk about the elevator.

Goals and Lead Measure Updates:

- Know your community
 - Ali and I have been exploring a product from Ebsco called LibraryAware that will provide a better way to communicate with the public and possibly save us money on social media publishing services.
 - I attended a webinar from the State Library of Iowa regarding community asset mapping. I will be reaching out to Phil Weise, Jacob Lane, and Brittany Woodson to start that process.
- Satisfy Curiosity
 - Starting on the first Thursday of each month, beginning in September, we will have lunch-and-learns hosted by me. We will first learn about our new language learning database, Transparent Language.
 - The archive project is officially placed on hold while Genny gets settled in her role as Adult Services Library Specialist. She will be responsible for managing adult volunteers in the library, and we are working on the procedures for this role.
- Celebrate Diversity
 - Transparent Language has launched, and it's super easy to use.
 - We have rebranded our self-guided English learning program to Independent Language Learning.

Building and Technology:

We need to explore options for long-term repair or replacement of the flat roof. We also have a significant safety issue to address with the elevator, which will be discussed later.

Staff and I met with the architect and our primary furniture supplier on Monday. The construction portion of the renovation is not extensive as far as most capital projects go. Tara will be working on the pretty renderings and creating a list of owner-provided furnishings, essentially detailing what will be completed by the general contractor and what we will either be purchasing, repurposing, or postponing.

Bywater Solutions will be updating our servers on Friday evening, and Tim will make sure everything is functioning on Sunday. We don't anticipate any complications.

Staff and Volunteers:

Everybody is back! Bella has left us to go to college, but everyone else is back and situated. Genny started in her position as Adult Services Library Specialist at ¾ time on July 1, which will be discussed later.

Due to budget reasons, we will not be replacing any of our library assistant positions.

Collections & Materials:

We are working towards changing adult acquisitions from Ali to Genny. This transition will free up a significant amount of Ali's time and allow for a new perspective on the collection. I will present FY25 collection statistics in September.

Programming & Outreach

Summer Reading is over. We will be having a debriefing before the end of August, and I will report more information in September.

Agenda Item- Director's Evaluation

History:

The Board is tasked with evaluating the Director on an annual basis. This is that evaluation.

Budget Impact:

The results of the evaluation typically inform the annual wage increase of the director.

Options:

File the evaluation

Staff's Recommended Action:

N/A

Agenda Item- Wage Adjustments

History:

We budgeted for Genny Escareno's wage to be increased to \$20/hr with her promotion to Adult Services Library Specialist, as well as paid leave and benefits. The board needs to approve those benefits to start on July 1, 2025.

The City has a pay-for-performance policy, which we use as the framework for our annual raises. The percentage increase to evaluation score breakdown is: 0-10 = 3%, 11-21 = 4%, 22-32 = 5%, 33+ = 6%. The director's evaluation score should also reflect this framework, unless the board decides otherwise.

Budget Impact:

Genny's wage and benefits were accounted for in the existing budget, and my increase was budgeted for the maximum increase listed in the breakdown.

Options:

- A) Approve Genny's wage increase and benefits package, and approve the director's annual increase.
- B) Set a personnel committee meeting to discuss other options.

Staff's Recommended Action:

Option A

Agenda Item- Trustee Recommendation

History:

Our VP, Hannah Chesmore-Potts, no longer meets the residency requirements as outlined in our ordinance. As a result, we need to make a recommendation to the Mayor for a new library trustee to fill the rest of Hannah's term, through January 2028.

We currently have one applicant, Keegan Paisley.

Budget Impact:

No immediate impact, but trustees set and manage the budget.

Options:

- A) Recommend Keegan Paisley
- B) Provide direction who to solicit applications from or to post for volunteers.

Staff's Recommended Action:

Option A.

Agenda Item- Elevator Repair

History:

The elevator has a mechanical door edge that is failing, and that needs to be upgraded to an infrared sensor.

Budget Impact:

\$5,350.04 from either capital improvements or building/maintenance depending on the recommendation of City Administration.

Options:

- A) Approve the repair
- B) Have the buildings and grounds committee meet to discuss options

Staff's Recommended Action:

Option A.



July 11, 2025

Allie Paarsmith
West Liberty Public Library
400 N SPENCER ST
WEST LIBERTY, 52776-1355

KONE
Quad Cities
1801 River Drive
Moline, IL 61265
Phone: 309-948-4551
Fax:
cherrie.herberg@kone.com

Re: SAFETY CONCERN: 2D Infrared Door Edge
WEST LIBERTY PUBLIC LIBRARY 400 NORTH SPENCER STREET West Liberty, IA 52776-1355

Dear Allie Paarsmith:

As your elevator service provider, we would like you to know that safety is a top priority. We strive to provide safe vertical transportation for our customers, your passengers, and a safe working environment for our technicians. Because of this, we want to inform you of an important safety issue.

KONE has identified the following safety related concerns with respect to your vertical transportation equipment. These safety concerns include:

Topic #1

Your elevator door(s) has a mechanical door edge, which requires physical contact to occur with a passenger and/or object, before the door(s) will reverse directions when closing. One of the most common causes for passenger incidents involves elevator doors. Often times, serious injuries result if the door strikes the person and causes them to fall.

While your elevator mechanical door edge may be functional, it is an outdated and obsolete design. The mechanical door edge does not provide the same level of protection against passenger incidents than current technology provides with the use of infrared detection devices. An infrared door detection device protects your elevator passengers to a higher degree by allowing the door(s) to reverse direction without physical contact. We have attached a proposal for this important safety upgrade, and ask that you review, sign, and return this proposal to KONE as soon as possible, so we can schedule labor and complete the recommended upgrade.

As the owner of this equipment, only you can take the necessary steps to address the safety concerns we have identified. We have attached a proposal to this safety letter and ask that you review, sign, and return to KONE as soon as possible, so we can begin the manufacturing process and schedule all labor to complete the quoted work.

While we are committed to partnering with you to provide continued safe operation of your vertical transportation equipment, we want you to understand our safety concerns with respect to this issue. If you have questions, we will gladly assist you in further understanding and addressing our concerns.

Very Truly Yours,

Cherrie Herberg
Sales Representative
KONE Quad Cities

cc: KONE Risk Management

July 11, 2025

West Liberty Public Library
400 N SPENCER ST
WEST LIBERTY, 52776-1355

ATTN: Allie Paarsmith

Re: West Liberty Library - Safe Edges

KONE

Quad Cities
1801 River Drive
Moline, IL 61265
Phone: 309-948-4551
Fax:
cherrie.herberg@kone.com

Description of Work

We propose to furnish and install the labor, materials, tools and supervisions to perform the following work on the Passenger Elevator located at WEST LIBERTY PUBLIC LIBRARY.

We will furnish and install (2) infrared door detectors which emits infrared beams that fill the doorway from approximately the ground level to a height of approximately six (6) feet. Interruption of the light rays will prevent the doors from closing and cause them to stop and reopen if they are in the process of closing.

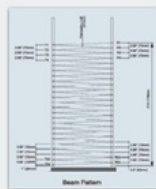
This infrared door detector will allow the doors to remain open while the flow of traffic continues and permits the doors to close shortly after the last passenger passes through the door opening. The door edge is designed to provide increased passenger safety, reduce door related interruptions, and complies with current code.

Infrared Door Edge

Replaces a mechanical door edge on existing elevator car doors. Emits infrared light beams within the door opening from just above floor level to 6-feet above the floor. When any beam of light is broken, the doors will retract if in the process of closing, removing the need of physical touch as required by a mechanical door edge.

Potential Benefits include:

- Creates a safer operating environment
- Reduces service interruptions and downtime due to door related equipment issues
- Aesthetics – infrared edges are visually more appealing than a mechanical door edge
- Complies with current code



Price

Our total price to perform the above-mentioned work amounts to: \$5,350.04 plus applicable taxes.

Our price includes applicable labor, material and permit fees. This proposal is not binding on KONE until approved by an authorized KONE representative. Pricing is subject to KONE's attached Terms and Conditions for tendered repairs and, by signing below, Purchaser hereby agrees to these Terms and Conditions. Price is valid for 30 days from the date of this proposal.

THE CUSTOMER UNDERSTANDS THAT THIS IS A FIXED PRICE PROPOSAL. SUPPORTING DOCUMENTATION FOR MATERIALS AND/OR LABOR SHALL NOT BE A CONDITION PRECEDENT IN ORDER FOR PAYMENT IN FULL TO BE MADE TO KONE.

Down Payment

The above quoted price is based on a \$2,675.00 down payment, due before the order will be processed. Once the proposal is signed and loaded into our system a down payment invoice will be issued. KONE reserves the right to delay ordering of material or commencing work until down payment is received. In the event the order is cancelled by the Customer, Customer shall reimburse KONE for all work performed and materials ordered as of the date of cancellation and Customer shall pay KONE a cancellation fee of 50% of the order value.

ACCEPTANCE: The foregoing Agreement is hereby signed and accepted in duplicate on behalf of West Liberty Public Library

Respectfully submitted by,
KONE Inc.

(Signature)

Cherrie Herberg, Sales Representative

(Print Name)

(Approved by) Authorized Representative

(Print Title)

(Title)

Date

Date

TERMS AND CONDITIONS

This proposal is subject to the following terms and conditions, all of which are hereby agreed to:

KONE shall submit invoices for the value of material delivered and/or labor performed, less the down payment paid at the time of proposal acceptance. A final invoice shall be issued by KONE upon completion of the work and shall include all balances due. Purchaser agrees to pay the amount of any tax imposed by any existing law, or by any law enacted after the date of this Agreement, based upon the transfer, use, ownership or possession of the equipment involved in the services rendered herein. KONE reserves the right to discontinue our work at anytime until we have assurance, satisfactory to us, that payments will be made as agreed. Final payment shall become due and payable upon completion of the work described in this Agreement. KONE imposes a surcharge for payment made via credit card that is not greater than our cost of acceptance. The surcharge that we impose for this type of transaction is a percentage of the amount paid via credit card, which will be notified to the customer at the payment portal. Failure to pay any sum due to KONE within thirty (30) days of the invoice will be a material breach. A delinquent payment charge calculated at the rate of 1½ % per month, or if such rate is usurious then at the maximum rate under applicable law, shall be applied to the delinquent payments. In the event of default on the payment provisions herein, Purchaser agrees to pay, in addition to any defaulted amount, all attorney fees, collection cost or court costs in connection therewith. The machinery, implements and apparatus furnished hereunder remain KONE's personal property and KONE retains title thereto until final payment is made, with right to retake possession of the same at the cost of the Purchaser if default is made in any of the payments, irrespective of the manner of attachment to the realty, the acceptance of notes, or the sale, mortgage or lease of the premises. KONE shall be entitled to an adjustment in the Price, including but not limited to any increased costs of materials, resulting from any change in law (by legislation, executive order, treaty, or other similar means), or any increase in duties or tariffs on imported materials, raw materials, and/or finished goods, whether imposed by domestic or foreign governments.

The states requiring notice prior to filing a lien, this notice requirement is hereby complied with. A party is not liable for failure to perform its obligations under the Agreement if such failure results from Acts of God, fire, flood, unusual delay in deliveries, unavoidable casualties, terrorist activities, government sanction, blockage, embargo, labor dispute, strike, or lockout, concealed conditions, shortage or unavailability of materials, supplies, labor, equipment or systems, interruption or failure of electricity or telephone service or any other causes beyond the party's control. The non-performing party must promptly notify the other party in writing of the force majeure event and resume performance immediately upon cessation of the event.

Purchaser agrees to provide safe access to the equipment and machine room areas. Should conditions develop beyond KONE's control, making the building or premises in which KONE's personnel are working unsafe, KONE reserves the right to discontinue work until such unsafe conditions are corrected. Should damage occur to KONE's material or work on the premises, by fire, theft or otherwise, Purchaser shall compensate us therefore. KONE's work shall not include any abatement or disturbance of asbestos-containing material (ACM), presumed asbestos-containing materials (PACM), or other hazardous materials (i.e. lead, PCBs) (collectively "HazMat"). KONE shall have the right to discontinue its work in any location where suspected HazMat is encountered or disturbed. Any HazMat removal, abatement, or delays caused by such, required for KONE to perform its work shall be the Customer's sole responsibility and expense. Purchaser is responsible for all costs of oil disposal should it be determined that oil from Purchaser's equipment is contaminated. KONE undertakes to perform this work in conformity with the usual applied codes and standards, however, no guarantee can be made that all code violations or defects have been found. This work is not intended as a guarantee against failure or malfunction of equipment at any future time. It is agreed and understood that KONE is not responsible for damages, either to the vertical transportation equipment or to the building, or for any personal injury or death, arising from or resulting from any code required safety tests performed on this equipment. Nothing in this agreement shall be construed to mean that KONE assumes any liability of any nature whatsoever arising out of, relating to or in any way connected with the use or operation of the equipment described above. Purchaser shall be solely responsible for the use, repair and maintenance of the equipment and for taking such steps including but not limited to providing attendant personnel, warning signs and other controls necessary to ensure the safety of the user or safe operation of the equipment. Neither KONE nor its affiliates, subsidiaries or divisions shall be responsible or liable for any damages, claims, suits, expenses and payments on account of or resulting from any injury, death or damage to property arising or resulting from the misuse, abuse or neglect of the equipment herein named or any other device covered by this contract. Purchaser shall at all times and at Purchaser's own cost, maintain a commercial general liability policy covering bodily injury and property damage with the limits of liability Purchasers customarily carry arising out of the services provided under this Authorization and/or the ownership, maintenance, use or operation of the equipment described herein.

It is agreed and understood that Purchaser is solely responsible for ongoing maintenance and care of the equipment described above. IT IS EXPRESSLY UNDERSTOOD, IN CONSIDERATION OF OUR PERFORMANCE OF THIS WORK THAT PURCHASER ASSUMES ALL LIABILITY FOR THE USE, MAINTENANCE OR OPERATION OF THE EQUIPMENT DESCRIBED ABOVE AND FOR ANY INJURY, INCLUDING DEATH, TO ANY PERSON OR PERSONS AND FOR DAMAGE TO PROPERTY OR LOSS OF USE THEREOF, ON ACCOUNT OF OR RESULTING FROM THE PERFORMANCE OF THE WORK TO BE DONE HEREIN, AND AGREES TO THE EXTENT PERMITTED BY LAW TO DEFEND, INDEMNIFY AND HOLD HARMLESS KONE, ITS OFFICERS, DIRECTORS AND EMPLOYEES FROM ALL DAMAGES, CLAIMS, SUITS, EXPENSES AND PAYMENTS ON ACCOUNT OF OR RESULTING FROM ANY SUCH INJURY, DEATH OR DAMAGE TO PROPERTY, EXCEPT THAT RESULTING FROM THE SOLE NEGLIGENCE OF KONE INC. Purchaser hereby waives any and all rights of recovery, arising as a matter of law or otherwise, which Purchaser might now or hereafter have against KONE.

In no event will either party be liable to the other party for indirect, incidental, consequential, special, exemplary, or punitive damages of any kind or nature arising from or related to performance of the Agreement, including without limitation loss of profits, loss or inaccuracy of data, or loss of use damages, even if the party has been advised of the possibility of such damages and even if under applicable law such damages would not be considered for indirect, incidental, punitive, special, or consequential damages. Each party hereby waives its rights to such damages to the fullest extent permitted by applicable law.

KONE warrants the materials and workmanship of the equipment for 90 days after completion. Purchaser's remedy is limited to repair or replacement of a defective part, in KONE's sole discretion. The warranty is limited to the replacement or repair of the part itself, and excludes labor. In no event shall KONE be responsible for damage due to normal wear and tear, vandalism, abuse, misuse, neglect, work or repairs or modifications by others, or any other cause beyond the control of KONE. KONE disclaims any other warranty of any kind, either expressed or implied, including without limitation the implied warranties of merchantability or fitness for a particular purpose, or noninfringement.

Unless otherwise agreed, it is understood that the work shall be performed during regular working hours of regular working days of the elevator trade. If overtime work is mutually agreed upon and performed, the additional price, at KONE's usual rates for such work, shall be added to the contract price herein named.

It is expressly understood and agreed all prior agreements written or verbal regarding the subject matter herein are void and the acceptance of this Agreement shall constitute the contract for the material and work specified in this Agreement. Any changes to this Agreement must be made in writing and signed by both parties.

The terms and conditions set forth herein shall constitute the complete agreement for any work performed and shall prevail over and supersede any terms and conditions contained in any documents provided by the Purchaser.

The Purchaser does hereby agree the exclusive venue for any dispute between the parties shall be in the county of Rock Island, IL.