

ESPL FINANCIAL REPORT

AUGUST 9, 2022

Cara Burton, Library System Director

We have completed one month in the new fiscal year. There is no budget vs actual statement as I need to update the draft budget to reflect the increase in State Aid and the \$350,000 state allocation for the new library. The ESPL Finance Committee needs to meet to review this revised draft, which should take place before the end of August. Staff are working with the April 2022 budget draft now.

The \$350,000 has been released to ESPL via ACH. The budget plan for the Heritage Center temporary off-site location is to pay for the rent from the \$350,000 (see lease on agenda) and the shelving from the National Endowment for Humanities Challenge Grant, approximately \$20,000.

The auditor will be visiting on September 21 to do the fieldwork.

Eastern Shore Public Library
Balance Sheet
As of July 31, 2022

	<u>Jul 31, 22</u>
ASSETS	
Current Assets	
Checking/Savings	
Petty Cash	261.00
Truist - Operating	
Liability Reserve	3,971.99
Truist - Operating - Other	<u>388,042.84</u>
Total Truist - Operating	392,014.83
Truist - Reserve	<u>60,000.00</u>
Total Checking/Savings	452,275.83
Total Current Assets	452,275.83
Fixed Assets	
Equipment Purchases	<u>97,804.92</u>
Total Fixed Assets	<u>97,804.92</u>
TOTAL ASSETS	<u>550,080.75</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · Accounts Payable	<u>1,250.00</u>
Total Accounts Payable	1,250.00
Credit Cards	
Cardmember Services Visa	<u>3,560.46</u>
Total Credit Cards	3,560.46
Other Current Liabilities	
2100 · Payroll Liabilities	759.60
2270 · Minnesota Life	0.05
2290 · Anthem, Medical	45.49
2300 · Anthem, Dental	80.14
2310 · Garnishment	442.98
2360 · AFLAC	<u>165.30</u>
Total Other Current Liabilities	1,493.56
Total Current Liabilities	<u>6,304.02</u>
Total Liabilities	6,304.02
Equity	
1110 · Retained Earnings	276,660.78
3000 · Opening Bal Equity	95,784.16
Net Income	<u>171,331.79</u>
Total Equity	<u>543,776.73</u>
TOTAL LIABILITIES & EQUITY	<u>550,080.75</u>

Eastern Shore Public Library
Profit & Loss
July 2022

	<u>Jul 22</u>
Ordinary Income/Expense	
Income	
40000 · INCOME	
41000 · Government Income	
41010 · Accomack County	159,345.00
41020 · Northampton County	24,106.25
41030 · State Aid	68,903.25
	<hr/>
Total 41000 · Government Income	252,354.50
42000 · Contributions	
42030 · Contributions Unrestricted	150.00
42060 · Adopt-A-Book	15.00
	<hr/>
Total 42000 · Contributions	165.00
	<hr/>
Total 40000 · INCOME	252,519.50
	<hr/>
Total Income	252,519.50
Expense	
60000 · EXPENSES	
61000 · Operations	
61100 · Building	
61101 · Building Maintenance	841.33
61102 · Building Maintenance, NFL	4,620.01
	<hr/>
Total 61100 · Building	5,461.34
61200 · Utilities	
61202 · Electricity	680.19
61202.1 · Electricity - NFL	438.04
61203 · Telephone	1,119.08
	<hr/>
Total 61200 · Utilities	2,237.31
61300 · Vehicle Operation	222.61
61500 · Computer	
61513 · Online Services	838.14
61514 · Internet Services, State	917.60
61517 · Computer Maintenance	83.99
	<hr/>
Total 61500 · Computer	1,839.73
	<hr/>
Total 61000 · Operations	9,760.99
62000 · Equipment	
62100 · Equipment, General	7,461.75
62300 · Equipment Maintenance	
62310 · Contractual Services	425.04
	<hr/>
Total 62300 · Equipment Maintenance	425.04
	<hr/>
Total 62000 · Equipment	7,886.79
63000 · Programs	
63100 · Adult	513.00

Eastern Shore Public Library
Profit & Loss
July 2022

	<u>Jul 22</u>
63200 · Youth	23.50
63300 · Outreach	774.93
Total 63000 · Programs	1,311.43
64000 · Personnel	
64010 · Salaries - Director	7,220.84
64020 · Salaries - Other	25,630.04
64030 · Hourly Employees	13,096.64
64050 · Payroll Expenses	4,138.08
64070 · Retirement (VRS)	2,392.99
64080 · Insurance	
64083 · Insurance, Life (VRS)	-0.02
64084 · Insurance, Gen, Liability (VRS)	-0.02
64085 · Insurance, Medical (Anthem)	2,936.40
64086 · Insurance, Dental (Anthem)	93.46
Total 64080 · Insurance	3,029.82
64100 · Staff & Volunteer Appreciation	70.43
Total 64000 · Personnel	55,578.84
65000 · Supplies	
65300 · Library	757.99
Total 65000 · Supplies	757.99
66000 · Materials	
66310 · System Materials	
66311 · Books, State Aid	2,218.96
66313 · Continuations, State Aid	14.99
66320 · Cape Charles Contract #15	194.19
Total 66310 · System Materials	2,428.14
66350 · Affiliates	
66351 · Books, Affiliates	1,243.91
Total 66350 · Affiliates	1,243.91
66900 · Restricted	77.75
Total 66000 · Materials	3,749.80
67000 · Other	
67200 · Travel & Meals	112.71
Total 67000 · Other	112.71
68000 · Miscellaneous	
68100 · Bank Fees	6.64
68300 · Refunds	12.00
68000 · Miscellaneous - Other	91.52
Total 68000 · Miscellaneous	110.16
69000 · Professional Services	

3:08 PM

08/04/22

Accrual Basis

Eastern Shore Public Library

Profit & Loss

July 2022

	<u>Jul 22</u>
69001 · Professional Services,Financial	1,475.00
69000 · Professional Services - Other	444.00
Total 69000 · Professional Services	<u>1,919.00</u>
Total 60000 · EXPENSES	<u>81,187.71</u>
Total Expense	<u>81,187.71</u>
Net Ordinary Income	<u>171,331.79</u>
Net Income	<u><u>171,331.79</u></u>

COMMERCIAL LEASE AGREEMENT

This commercial lease agreement (Lease) entered into on this ___ th day of July, 2022, by and between Rip Tide Real Estate, LLC, (Landlord), or Assigns, and Eastern Shore Public Library, (Tenant), the following shall apply:

The Landlord is the owner of the land and improvements at 25514 and 25518 East Main Street, Onley, VA 23418, (Premises). The Landlord makes available to the Tenant the property of approximately 2,400 square feet of office/retail/storage space consisting of a big building of approximately 1,900 square feet and an attached smaller building of approximately 500 square feet, and including 11 parking spaces.

The Landlord desires to make available for lease and the Tenant desires to lease the premises according to the following terms. Therefore, in consideration of the mutual promises contained herein, and for other good and valuable consideration, it is agreed:

TERM

The initial term of the Lease shall be two years beginning on the 1st day of August, 2022 and ending the 31st day of July 2024.

In addition, the Landlord and Tenant both agree that if the Tenant deems the use of the Premises to be unsatisfactory to the Tenant's needs, then the Tenant may terminate this lease agreement after eighteen months with 60 days prior written notice required.

The Tenant shall pay to the Landlord nineteen thousand two hundred dollars (\$19,200.00) per year payable in monthly installments of one thousand six hundred dollars (\$1,600). Payment is due by the 1st day of each month and are subject to a 5% late fee if not received by the 5th day of the month. Rent payments will be made to Rip Tide Real Estate, LLC.

SECURITY DEPOSIT

A security deposit of three thousand two hundred dollars (\$3,200) consisting of the first and last month's rent will be required to be paid by the Tenant at the Tenant's move in date.

PROHIBITED USES

Notwithstanding the foregoing, the Tenant shall not use the property for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device.

PETS

Pets are not permitted.

SUBLEASE AND ASSIGNMENT

Both Tenant and Landlord shall not have any right, whatsoever, to assign this lease. Neither Tenant nor Landlord shall sublease any part of the property identified in this lease

without written permission from the other party.

SUBJECT PROPERTY FOR SALE

The Landlord shall not sell nor show the property for sale during the term of this Lease. Any violation of this section shall be a default herein.

ALTERATIONS AND IMPROVEMENTS

The Tenant is allowed to put darkening material over the interior of the windows to block light. The installation will be temporary will not damage the property.

Tenant shall not have the right to remodel, make additions, improvements or replacements to all or any part of the property without prior written approval from the Landlord. Any approved alterations or improvements shall be at the Tenant's expense. Tenant shall have the right to install personal property, trade fixtures including signage, equipment and other temporary installations in the Premises. Any personal property, trade fixtures, etc., will remain the property of the Tenant. The Tenant will be responsible for any damage repair as a result of installation or removal of said fixtures.

INSURANCE/TAXES

The Landlord is responsible for insuring the building and for paying all real estate taxes, both County and Town, associated with the Property.

The Tenant shall be responsible, at Tenant's expense, for fire and extended coverage on all Tenant personal property.

Tenant shall, at Tenant's expense, maintain a policy of comprehensive general liability insurance with respect to their activities on the Premises thereon fully paid on or before the due date. Such insurance policy shall be issued and binding upon an insurance company approved by the Landlord, and shall afford minimum protection of not less than \$1,000,000 combined single coverage of bodily injury, property damage or combination of both. Tenant shall provide Landlord with current Certificate of Coverage.

It is the responsibility of the Landlord to be current on property taxes for this property.

UTILITIES

During the Tenant's occupancy, all utilities to the Premises shall be paid by the Tenant.

MAINTENANCE

The Landlord will be responsible for maintenance of the mechanical systems on the Premises, with the following exceptions:

- clogged toilets
- replacement of air filters on HVAC system
- light bulbs, batteries
- any system malfunction due to Tenant abuse

The Tenant shall be responsible for maintaining the exterior landscape plantings.

SIGNS

Any placement or installation of signage is subject to written approval by the Landlord prior to installation. In the event that any signage installation is subject to local or state

zoning ordinances, the Tenant shall be responsible for securing the required authorization, at Tenant's expense, from such governing body. Tenant requires that any existing Landlord signage be removed prior to the Tenant move-in date.

ENTRY

The Landlord shall not enter the premises without Eastern Shore Public Library staff present due to the nature of archive security. The Tenant may change the locks on the doors. The Landlord shall have the right to enter the Premises at reasonable hours to inspect the Premises provided that the Landlord not unreasonably interfere with the Tenant's business on or about the Premises and Library staff are present. The Landlord shall give adequate written notice of at least 24-hours.

PARKING

During the term of this lease, Tenant shall have full use of the common areas of the parking lot.

DAMAGE AND DESTRUCTION

If the Premises or any part thereof is damaged by fire, casualty or structural defects and such damage or defects not being the result of any action of negligence by the Tenant or Tenants agents, employees or invitees, and the Premises cannot be used for Tenant's business, the Tenant shall have the right within 60 days following damage to terminate this lease as of the date of damage. In the event of minor damage to the Premises, the Landlord shall promptly repair damage at the cost of the Landlord. In making such repairs, the Landlord shall not be responsible for any delays resulting in work force matters beyond Landlord's control. The Tenant shall be relieved from paying rent during any times that the Premises inoperable for Tenant use.

DEFAULT

In the event a default made by the Tenant for the non-payment of rent when due to the Landlord, Tenant shall have 20 days after receipt of written notice thereof to cure such default. In the event of a default made by Tenant in any other term or condition, Tenant shall have 10 days after receipt of written notice thereof to cure.

Upon failure of the Tenant to cure any such default within the time allowed, Landlord may declare the term of the Lease ended and terminated by giving Tenant written notice of such intention. If Tenant does not surrender possession of Premises, Landlord may reenter Premises and shall have any other right or remedy available.

QUIET POSSESSION

As long as Tenant is within the terms of this Lease, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed possession of the Premises during the term of the Lease.

CONDEMNATION

If any legally constituted authority condemns the Premises and it becomes unsuitable for lease, this Lease shall cease when the public authority takes possession and the Landlord and Tenant shall account for rental as of that date. Such termination shall be without

prejudice to the rights of either party to recover compensation for any loss or damage caused by condemnation.

NOTICE

Any notice required or permitted under the Lease shall be deemed sufficiently given or served if sent by USPS first class mail, certified mail or return receipt requested addressed as follows:

<p>Landlord:</p> <p>Rip Tide Real Estate, LLC % Matthew Hart P.O. Box 871 Onley, VA 23418 757.710.4145</p>	<p>Tenant:</p> <p>Eastern Shore Public Library % Cara Burton P.O. Box 25 Parksley, VA 23421 757.787.3400</p>
---	---

BROKERAGE AGENCY DISCLOSURES

All parties to this agreement acknowledge that the Landlord is a licensed real estate broker in the State of Virginia.

WAIVER

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of subsequent breach of same covenant, term or condition.

HEADINGS

The headings used in the Lease are for convenience of the parties only..

COMPLIANCE WITH LAW

Tenant and Landlord each shall comply with all laws, orders, ordinances, and other public requirements now or hereafter affecting the Premises.

FINAL AGREEMENT

This agreement terminates and supersedes all prior understandings or agreements between Landlord and Tenant on the subject matter hereof. This agreement may be modified only by further writing that is duly executed by both parties.

IN WITNESS THEREOF, the parties have executed this Lease as of day and year first written above.

Tenant Date

Tenant Date

Landlord Date

Landlord Date

