

**MONROE COUNTY PUBLIC LIBRARY  
BOARD OF TRUSTEES**

**WORK SESSION  
February 8, 2017  
5:45 p.m.  
Meeting Room 1B**

**AGENDA**

1. Call to Order – Kari Esarey, Vice-President
2. Resolution to Transfer to LIRF – Gary Lettelleir (page 1)
3. Notice for Public Hearing for Additional Appropriation – Gary Lettelleir (page 2-4)
4. Resolution for Additional Appropriation – Gary Lettelleir (page 5)
5. Overview of Facility Project Finance Plan – Marilyn Wood, Gary Lettelleir (page 6)
6. Conflict of Interest Annual Review – Marilyn Wood (page 7-13)
7. Second Floor Design Consulting Contract – Marilyn Wood (page 14-20)
8. Strategic Plan Request for Proposals – Marilyn Wood (page 21-23)
9. Slate of Officers for 2017 – Kari Esarey (page 24)
10. Public Comment
11. Adjournment

View the Board Packet on the Library's website:

<http://mcpl.info/library-trustees/meetings>

# Resolution to Transfer Funds to the Library Improvement Reserve Fund

**WHEREAS**, the Board of Trustees of the Monroe County Public Library finds that the purposes of the Operating Fund have been fulfilled; and,

**WHEREAS**, there is remaining in the Operating Fund an unused and unencumbered balance;

**NOW THEREFORE BE IT RESOLVED**, that the Board of Trustees of the Monroe County Public Library do hereby transfer **\$298,000** from the Operating Fund to the Library Improvement Fund in 2016.

**DULY ADOPTED** by the Board of Trustees of the Monroe County Public Library at its regular meeting held on the   15th   day of February, 2017, at which meeting a quorum was present.

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ATTEST:

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Secretary

## Monroe County Public Library Additional Appropriation 2017

We are requesting an additional appropriation of \$930,000 from the 2017 Operating Fund. The additional appropriation process is used to appropriate money in excess of the Department's certified appropriations for the current budget year.

Our proposal is to **increase the 2017 transfer from our operating fund to the LIRF fund by \$930,000**. In 2015 MCPL transferred an additional \$580,000 from the Operating fund to LIRF which was the sum of the 2013 and 2014 operating surplus. The current \$930,000 additional appropriation request is based on the operating surplus from 2015 and 2016. The plan to finance a new branch and renovate the Ellettsville Branch is being funded in part by surplus cash from our operating fund. The complete Facility Project Finance Plan is attached.

### Why do we have operating surplus cash?

Our General Obligation Bonds, which have a debt payment of about \$700,000 per year began in 2013 and the 2017 tax rate is 9.7 cents per \$100 of assessed value. The current tax rate with annual growth quotient increases is providing enough cash to fund current operations as well as contributing to future facility growth plans and will provide funding for ongoing branch operations when a new branch is built. Local income tax revenue increases are also contributing to the surplus and our future projections. By way of comparison, the library paid off a 15 year bond in 2012. At that time bond payments were about 2 million per year (a 1.3 million higher debt levy) and the tax rate was about 11 cents.

According to state law, the additional appropriation process follows the same steps as approval of the regular budget, with public notice, public hearing, Board adoption, and approval by the County Council.

|             |  |
|-------------|--|
| February 15 | Board Meeting: approve public notice for March 22 public hearing; review additional appropriation resolution |
| February 16 | Send notice to newspaper for publication March 8   |
| March 22    | Board Meeting: Public Hearing; approve additional appropriation resolution                                   |
| March 23    | Submit agenda request to County Council for their April or May meeting.                                      |
| May 30      | Submit certified copy and approval documents to DLGF   |
| June 15     | DLGF responds within 15 days   |

**NOTICE TO TAXPAYERS OF ADDITIONAL APPROPRIATIONS**

Notice is hereby given the taxpayers of Monroe County Public Library, Monroe County, Indiana that the Monroe County Board of Trustees will consider the following additional appropriation in excess of the budget for the current year at their regular meeting place at 303 E. Kirkwood Avenue - Room 1B, Bloomington, IN, at 5:45 pm, on the 22nd day of March, 2017.

|                                |           |
|--------------------------------|-----------|
| Fund Name: 0101 Operating Fund | Amount    |
| Major Budget Classifications:  |           |
| Other Services and Charges     | \$930,000 |
| TOTAL for 0101 Operating Fund  | \$930,000 |

Taxpayers appearing at the meeting shall have a right to be heard. The additional appropriation as finally made will be referred to the Department of Local Government Finance (Department). The Department will make a written determination as to the sufficiency of funds to support the appropriation within fifteen (15) days of receipt of a Certified Copy of the action taken.

Dated: February 15, 2017.

Board of Trustees Secretary – Fred Risinger



**CERTIFIED COPY OF ADDITIONAL APPROPRIATION**

State Form 55819 (R2 / 12-15)  
 PRESCRIBED BY THE DEPARTMENT OF LOCAL GOVERNMENT FINANCE

NOTE: If reporting an additional appropriation of bond proceeds, complete only Sections I and III; and A, B, and C of Section II.

**Section I**

UNIT NAME: Monroe County Public Library Unit Number: \_\_\_\_\_

COUNTY NAME: Monroe County County Number: \_\_\_\_\_

Date of Publication (month, day, year): 3-1-2017 Newspaper Name: Herald Times

Date of Publication (month, day, year): 3-1-2017 Newspaper Name: Ellettsville Journal Date Received (month, day, year): \_\_\_\_\_

Date of Public Hearing (month, day, year): 3-22-2017

Date of Resolution/Ordinance (month, day, year): 3-22-2017 Order Number: \_\_\_\_\_

**Section II**

Complete for each fund from which the additional appropriations are made. Use a separate column for each fund.  
Lines referred to below are on the Fund Report issued by the Department.

|   |                 |        |        |        |
|---|-----------------|--------|--------|--------|
| A. DLGF Fund Number   | 0101            |        |        |        |
| B. Fund Name  | Operating       |        |        |        |
| C. Appropriation Amount Requested   | \$930,000.00    |        |        |        |
| D. Amount by Reduction (Enter as a positive number.)  |                 |        |        |        |
| E. Net Amount of Increase (C minus D)   | \$930,000.00    | \$0.00 | \$0.00 | \$0.00 |
| 1. Property Tax Levy (Line 16)  | \$5,798,147.00  |        |        |        |
| 2. Levy Excess (Line 15)  |                 |        |        |        |
| 3. PTRC from CAGIT (Line 13A)   |                 |        |        |        |
| 4. LOIT Levy Freeze Amount (Line 13B)   |                 |        |        |        |
| 5. Misc. Revenue (Line 8B)<br>(If higher than 8B amount, a revised Budget Form 2 must be attached.)       | \$2,734,767.00  |        |        |        |
| 6. January 1 Cash Balance (Include investments.)  | \$2,148,150.00  |        |        |        |
| 7. Subtotal of Funds (Add 1 thru 6.)  | \$10,681,064.00 | \$0.00 | \$0.00 | \$0.00 |
| 8. Less Circuit Breaker   | \$49,555.00     |        |        |        |
| 9. Total Funds (7 minus 8.)   | \$10,631,509.00 | \$0.00 | \$0.00 | \$0.00 |
| 10. DLGF Approved Budget (Line 1)   | \$8,884,822.00  |        |        |        |
| 11. Encumbered Appropriations Carried Forward From Previous Year  |                 |        |        |        |
| 12. Temporary Loans Outstanding as of January 1   |                 |        |        |        |
| 13. Beginning Obligations (Add 10 thru 12.)   | \$8,884,822.00  | \$0.00 | \$0.00 | \$0.00 |
| 14. Surplus Funds (9 minus 13.)   | \$1,746,687.00  | \$0.00 | \$0.00 | \$0.00 |
| 15. Previous additional appropriation(s) approved since January 1, less any reductions in appropriations. |                 |        |        |        |
| 16. Amount transferred to the Rainy Day Fund (Note #1)  |                 |        |        |        |
| 17. Surplus Funds Remaining (14 minus 15 minus 16.)   | \$1,746,687.00  | \$0.00 | \$0.00 | \$0.00 |

Note #1: Do not use this line for additional appropriations for the rainy day fund. Transfers to the rainy day fund are miscellaneous revenues in the rainy day fund.

**Section III**

I, \_\_\_\_\_ fiscal officer of \_\_\_\_\_, do hereby certify that the above information is true and correct.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signature \_\_\_\_\_ Title \_\_\_\_\_

Unit Mailing Address (number and street) \_\_\_\_\_ Telephone Number \_\_\_\_\_

City, State and ZIP \_\_\_\_\_ Email Address \_\_\_\_\_

ADDITIONAL APPROPRIATION FOR MONROE COUNTY PUBLIC LIBRARY

WHEREAS, it has been determined that it is now necessary to appropriate more money than was originally appropriated in the annual budget; now, therefore:

Sec. 1. Be it resolved by the Monroe County Public Library Board of Trustees of Monroe County Public Library, Monroe County, that for the expenses of the taxing unit the following additional sums of money are hereby appropriated out of the funds named and for the purposes specified, subject to laws governing the same:

| Fund Name - Operating         | AMOUNT<br>REQUESTED  | AMOUNT APPROVED<br>BY FISCAL BODY |
|-------------------------------|----------------------|-----------------------------------|
| Major Budget Classifications: |                      |                                   |
| Personal Services             | \$ _____             | \$ _____                          |
| Supplies                      | \$ _____             | \$ _____                          |
| Other Services & Charges      | \$ _____ 930,000     | \$ _____                          |
| Capital Outlays               | \$ _____             | \$ _____                          |
| <br>Total for Operating Fund  | <br>\$ _____ 930,000 | <br>\$ _____                      |

ADOPTED THIS 22th DAY OF MARCH, 2017

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| MCPL Facility Project Finance Plan<br>February, 2017<br>Source of Funds | Cash Funds |           |           |           |                   | Facility Projects         |                         |                      |                       |
|---|------------|-----------|-----------|-----------|-------------------|---------------------------|-------------------------|----------------------|-----------------------|
|   | LIRF       | Rainy Day | Operating | Bond      |                   | Ellettsville Construction | New Branch Construction | Construction Related | Long Term Maintenance |
| Cash from Oper. Fund 2013-2014  | 435,000    |           |           |           | <b>12-31-16</b>   | 145,000                   | 290,000                 |                      |                       |
| Cash from Oper. Fund 2015   | 205,000    |           | 535,000   |           |                   | 100,000                   | 405,000                 | 135,000              | 100,000               |
| Long Term Maint. Carryover 2015   | 79,582     |           |           |           | <b>Cash</b>       |                           |                         |                      | 79,582                |
| Bond 2016-2018  |            |           |           | 1,361,000 |                   | 615,000                   | 525,000                 |                      | 221,000               |
| L I T windfall 2016   |            | 600,000   |           |           |                   | 600,000                   |                         |                      |                       |
| Cash from Oper. Fund 2016   | 298,000    |           | 395,000   |           | <b>Balance</b>    | 150,000                   | 298,000                 | 200,000              | 45,000                |
| Beginning 2016 unallocated  | 74,426     | 36,653    | 218,150   |           |                   |                           |                         | 329,229              |                       |
| sub total   | 1,092,008  | 636,653   | 1,148,150 | 1,361,000 |                   | 1,010,000                 | 2,118,000               | 664,229              | 445,582               |
| Reserve Balance   | 1,000,000  | 1,000,000 | 1,000,000 |           |                   |                           |                         |                      |                       |
| Fund balance 12-31-16   | 2,092,008  | 1,636,653 | 2,148,150 |           |                   |                           |                         |                      |                       |
|   |            |           |           |           |                   |                           |                         |                      |                       |
| Cash from Oper. Fund 2017   |            |           | 800,000   |           | <b>Future</b>     |                           | 500,000                 | 300,000              |                       |
| Cash from Oper. Fund 2018   |            |           | 800,000   |           |                   |                           | 500,000                 | 300,000              |                       |
| Cash from Oper. Fund 2019   |            |           | 800,000   |           | <b>Revenue</b>    |                           | 500,000                 | 300,000              |                       |
| Cash from Oper. Fund 2020   |            |           | 800,000   |           |                   |                           | 500,000                 | 300,000              |                       |
| L I T windfall 2020   |            | 600,000   |           |           | <b>Streams</b>    |                           |                         | 600,000              |                       |
| Bond 2019-2021  |            |           |           | 1,245,000 |                   |                           | 1,245,000               |                      |                       |
| Bond 2022-2024  |            |           |           | 1,245,000 |                   | 1,245,000                 |                         |                      |                       |
| sub total   |            | 600,000   | 3,200,000 | 2,490,000 |                   |                           | 4,490,000               | 1,800,000            |                       |
| Combined Total  | 1,092,008  | 1,236,653 | 4,348,150 | 3,851,000 | <b>10,527,811</b> | 1,010,000                 | 6,608,000               | 2,464,229            | 445,582               |

## **Conflict of Interest**

The Board of Trustee bylaws contain the following language regarding conflict of interest:

### **ARTICLE VIII CONFLICT OF INTEREST**

SECTION 1. Board members, in the capacity of trust imposed upon them, shall observe high ethical standards and abide by the library's Values as adopted by the Board.

SECTION 2. Board members shall avoid situations in which personal interests might be served or financial benefits gained at the expense of library users, colleagues, or the institution.

SECTION 3. Board members shall complete the Uniform Conflict of Interest Disclosure Form annually and declare any conflict of interest between their personal or business interests and their position on the Board. Board members will recuse themselves from voting immediately whenever the appearance of a conflict of interest exists.

The statute related to conflict of interest, and the **UNIFORM CONFLICT OF INTEREST DISCLOSURE STATEMENT** are attached.

Please complete the form only if you have a conflict of interest.



CHAPTER 7  
CONFLICT OF INTEREST

PUBLIC SERVANTS - STATUTORY CONFLICT OF INTEREST [IC 35-44.1-1-4]

Conflict of Interest

A public servant who knowingly or intentionally; (1) has a pecuniary interest in; (2) or derives a profit from, a contract or purchase connected with an action by the government entity served by the public servant, commits conflict of interest, a Level 6 felony. [IC 35-44.1-1-4(b)]

Exception for Compensation and Expenses

A public servant is not prohibited from receiving compensation for services provided as a public servant or for expenses incurred by the public servant as provided by law. [IC 35-44.1-1-4(c)]

Other Exceptions

IC 35-44.1-1-4 does not prohibit a public servant from having a pecuniary interest in or deriving a profit from a contract or purchase connected with the governmental entity served under any of the following conditions:

1. If the public servant is not a member or on the staff of the governing body empowered to contract or purchase on behalf of the governmental entity; the functions and duties the public servant performs for the governmental entity are unrelated to the contract or purchase; and the public servant makes a disclosure as provided in IC 35-44.1-1-4(d). [IC 35-44.1-14(c)(6)]
2. If the contract or purchase involves utility services from a utility whose rate structure is regulated by the state or federal government. [IC 35-44.1-1-4(c)(3)]

Definition of Pecuniary Interest

A public servant has a pecuniary interest in a contract or purchase if the contract or purchase will result or is intended to result in an ascertainable increase in the income or net worth of:

1. The public servant; or
2. A dependent of the public servant who:
  - a. is under the direct or indirect administrative control of the public servant; or
  - b. receives a contract or purchase order that is reviewed, approved, or directly or indirectly administered by the public servant. [IC 35-44.1-1-4(a)(3)]

Definition of Dependent

A dependent means any of the following:

1. The spouse of a public servant.
2. A child, stepchild, or adoptee of a public servant who is:
  - a. unemancipated, and
  - b. less than 18 years of age.
3. An individual more than one-half of whose support is provided during a year by the public servant. [IC 35-44.1-1-4(a)]

Disclosure Requirements

A disclosure as required above must:

1. Be in writing.
2. Describe the contract or purchase to be made by the governmental entity.
3. Describe the pecuniary interest that the public servant has in the contract or purchase.
4. Be affirmed under penalty of perjury.
5. Be submitted to the governmental entity and be accepted by the governmental entity in a public meeting of the governmental entity before final action on the contract or purchase.
6. Be filed within fifteen days after final action on the contract or purchase with; (a) the state board of accounts; and (b) the clerk of the circuit court in the county where the governmental entity takes final action on the contract or purchase.
7. Contain, if the public servant is appointed, the written approval of the elected public servant (if any) that appointed the public servant.

Defense

It is not an offense in a prosecution under this section that the public servant's interest in the contract or purchase and all other contracts and purchases made by the governmental entity during the twelve (12) months before the date of the contract or purchase was two hundred fifty dollars (\$250) or less. [IC 35-44.1-1-4(c)(2)]

Form

A suggested format for the disclosure of conflict of interest for board members and employees is located at the end of this section. The attorney for the governmental entity or a private attorney should be consulted in regard to whether a conflict of interest statement should be filed and whether the format of the disclosure is sufficient.

## CONSULTANTS - STATUTORY CONFLICT OF INTEREST [IC 5-16-11]

### Conflict of Interest

Pursuant to IC 5-16-11-5.5, a consultant has a conflict of interest if any of the following apply:

1. The entity has given a gift or gifts:
  - a. to the consultant, the consultant's spouse, or the consultant's unemancipated children;
  - b. that have a total fair market value of more than one hundred dollars (\$100); and
  - c. within the preceding year.
2. The consultant, the consultant's spouse, or the consultant's unemancipated children have an equitable or a legal interest in real property the value of which:
  - a. either is at least \$5,000 or comprises at least ten percent (10%) of the net worth of the consultant, the consultant's spouse, or the consultant's unemancipated children; and
  - b. has been or would be increased or decreased if a contract were awarded to the entity.
3. The consultant or the consultant's spouse is employed by the entity.
4. The entity is the sole proprietorship or professional practice of the consultant or the consultant's spouse.
5. The consultant or the consultant's spouse is a partner in the entity.
6. The consultant or the consultant's spouse is an officer or a director of the entity.
7. The consultant, the consultant's spouse, or the consultant's unemancipated children own stock or options to purchase stock in the entity and the stock or the options to purchase stock have a fair market value of more than ten thousand dollars (\$10,000). This subdivision does not apply to the following:
  - a. Time deposits or demand deposits in a financial institution.
  - b. An insurance policy.

### Definition of Consultant

"Consultant" means an individual who, under a contract with the state or a political subdivision, does either of the following for the state or the political subdivision:

1. Evaluates bids for contracts.
2. Awards contracts.

The term does not include a public employee (as defined in IC 34-6-2-38).

An individual is not required to be a party to the contract with the state or the political subdivision to be a consultant under this section. [IC 5-16-11-2]

### Definition of Entity

As used in this chapter, "**entity**" refers to a person that:

1. has submitted a bid to be evaluated by a consultant; or
2. was awarded a contract by a consultant. (IC 5-16-11-3.5)

### Disclosure Requirements

A conflict of interest must be disclosed as follows:

1. A consultant shall file a conflict of interest disclosure if the consultant has a conflict of interest under IC 5-16-11-5.5.
2. The disclosure must describe the conflict of interest.
3. The consultant shall file the disclosure within ten (10) days of the earlier of the following events:
  - a. The closing day for receipt of bids.
  - b. The award of the contract.
4. The consultant shall file the disclosure required by IC 5-16-11-6 with the governing board, if the consultant contracts with the political subdivision. [IC 5-16-11-7]
5. The consultant shall make the disclosure required by IC 5-16-11-6 under affirmation. [IC 5-16-11-6,7,8]

### Penalties

A consultant who fails to file a disclosure required by this chapter commits a Class A infraction. [IC 5-15-11-11]

A consultant who files a false disclosure under this chapter is subject to the penalties for perjury under IC 35-44-2-1. [IC 5-16-11-12]

### LUCRATIVE OFFICE

Article 2, Section 9 of the Constitution of Indiana, states in part: ". . . no person may hold more than one lucrative office at the same time, except as expressly permitted in this Constitution." Any person holding two offices which have been or may be deemed lucrative should obtain the written opinion of the attorney for the unit or units served to determine compliance with Article 2, Section 9 of the Constitution of Indiana.



**UNIFORM CONFLICT OF INTEREST DISCLOSURE STATEMENT**

State Form 54266 (R / 6-12) / Form 236  
STATE BOARD OF ACCOUNTS

**Indiana Code 35-44.1-1-4**

A public servant who knowingly or intentionally has a pecuniary interest in or derives a profit from a contract or purchase connected with an action by the governmental entity served by the public servant commits conflict of interest, a Class D Felony. A public servant has a pecuniary interest in a contract or purchase if the contract or purchase will result or is intended to result in an ascertainable increase in the income or net worth of the public servant or a dependent of the public servant. "Dependent" means any of the following: the spouse of a public servant; a child, stepchild, or adoptee (as defined in IC 31-9-2-2) of a public servant who is unemancipated and less than eighteen (18) years of age; and any individual more than one-half (1/2) of whose support is provided during a year by the public servant.

The foregoing consists only of excerpts from IC 35-44.1-1-4. Care should be taken to review IC 35-44.1-1-4 in its entirety.

1. **Name and Address of Public Servant Submitting Statement:** \_\_\_\_\_  
\_\_\_\_\_

2. **Title or Position With Governmental Entity:** \_\_\_\_\_

3. a. **Governmental Entity:** \_\_\_\_\_

b. **County:** \_\_\_\_\_

4. **This statement is submitted (check one):**

a.  as a "single transaction" disclosure statement, as to my financial interest in a specific contract or purchase connected with the governmental entity which I serve, proposed to be made by the governmental entity with or from a particular contractor or vendor; or

b.  as an "annual" disclosure statement, as to my financial interest connected with any contracts or purchases of the governmental entity which I serve, which are made on an ongoing basis with or from particular contractors or vendors.

5. **Name(s) of Contractor(s) or Vendor(s):** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. **Description(s) of Contract(s) or Purchase(s)** *(Describe the kind of contract involved, and the effective date and term of the contract or purchase if reasonably determinable. Dates required if 4(a) is selected above. If "dependent" is involved, provide dependent's name and relationship.):*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 7. **Description of My Financial Interest** *(Describe in what manner the public servant or "dependent" expects to derive a profit or financial benefit from, or otherwise has a pecuniary interest in, the above contract(s) or purchase(s); if reasonably determinable, state the approximate dollar value of such profit or benefit.):*

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*(Attach extra pages if additional space is needed.)*

- 8. **Approval of Appointing Officer or Body** *(To be completed if the public servant was appointed by an elected public servant or the board of trustees of a state-supported college or university.):*

I (We) being the \_\_\_\_\_ of  
*(Title of Officer or Name of Governing Body)*

\_\_\_\_\_ and having the power to appoint  
*(Name of Governmental Entity)*

the above named public servant to the public position to which he or she holds, hereby approve the participation to the appointed disclosing public servant in the above described contract(s) or purchase(s) in which said public servant has a conflict of interest as defined in Indiana Code 35-44.1-1-4; however, this approval does not waive any objection to any conflict prohibited by statute, rule, or regulation and is not to be construed as a consent to any illegal act.

|                  |        |
|------------------|--------|
| _____            | _____  |
| _____            | _____  |
| _____            | _____  |
| Elected Official | Office |

- 9. **Effective Dates** *(Conflict of interest statements must be submitted to the governmental entity prior to final action on the contract or purchase.):*

|  |  |
|--|--|
| _____                                    | _____  |
| Date Submitted <i>(month, day, year)</i> | Date of Action on Contract or Purchase <i>(month, day, year)</i> |

- 10. **Affirmation of Public Servant:** This disclosure was submitted to the governmental entity and accepted by the governmental entity in a public meeting of the governmental entity prior to final action on the contract or purchase. I affirm, under penalty of perjury, the truth and completeness of the statements made above, and that I am the above named public servant.

Signed: \_\_\_\_\_  
*(Signature of Public Servant)*

Date: \_\_\_\_\_  
*(month, day, year)*

Within fifteen (15) days after final action on the contract or purchase, copies of this statement must be filed with the State Board of Accounts, Indiana Government Center South, 302 West Washington Street, Room E418, Indianapolis, Indiana, 46204 and the Clerk of the Circuit Court of the county where the governmental entity took final action on the contract or purchase.

## Planning for Second Floor Improvements

As part of our overall continuous review of services, the Library has identified the need to make significant changes to the second floor. These changes will improve overall space use to focus better on the customer, reduce barriers to service by proactively creating a more welcoming environment that is easier to use, and provide an improved and fresher appearance overall.

A Team has been working since August 2016 to implement recommendations of two previous committees to improve ways of delivering customer service on the Second Floor. The Team developed an implementation plan which addressed the following service initiatives or changes:

- Move the Information Center (phones) off of the public floor to a vacant office near the self-check-out equipment.
- Ensure the Indiana Room operates effectively as primarily a self-service collection with staff trained on high use features and to address the information needs in that space.
- Provide reference and information delivery on the Second Floor through roving customer service.
- With the help of a consultant, reconfigure the information desk to support roving, visual merchandising, and consider spatial relationships to ensure appropriate traffic patterns, paths, and wayfinding.
- Replace radios with wireless devices (e.g. iPods) to support staff communication and customer assistance while roving.
- Provide staff training on roving, visual merchandising, and new Indiana Room and Information Center features.

We are in the midst of developing training, reviewing and moving collections, and testing technology to improve communication among staff and with customers. The Leadership Team has approved a recommendation to remove our large information desk and replace it with flexible and mobile stations located throughout the second floor to proactively meet customers wherever they are in a large service area. We also hope any change will update and reinvigorate our space to make it more welcoming, intuitive and efficient, while making it simply fresher and more inviting to all customers.

The Library is seeking professional advice on the best overall physical layout of the second floor space. We're eager to make sure we understand the implications of any change. We need advice on how we can most effectively place staff, self-service equipment, furniture, signage, and displays in a way to leverage our most attractive spaces for optimal experience and ensure the purpose and uses of our space are understandable to visitors without undue staff mediation. We also wish to consider how our staff can most effectively communicate with one another in any layout.

Our desired outcomes for this project include a specific plan, for the second floor of the Main Library, which includes:

- A prioritized list of changes and improvements to the overall second floor layout.
- Recommendations for overall improved self-service and proactive customer service by staff, supported by spatial reconfigurations, visual merchandising, and roving training which will include teaching & guiding customers to use our services (e.g. express check-out machines).
- Recommendations for mobile desk placement for the most efficient and satisfying customer experience.

- Recommendations for placement of furniture, computers, and some collections to facilitate navigation, ease of use and improved access to staff and resources.
- Observations on the optimal traffic paths in our space to encourage use of materials, easy navigation, access to staff, and general intuitive and dynamic space use.
- Suggestions for visual merchandising that promotes browsing and encourages use of the collection.
- Signage and wayfinding suggestions to facilitate easy, self-directed use of the library.
- Furniture and fixture recommendations, including upholstery options for repurposing current chairs.

This will not be a full scale layout of the second floor stacks space. Although we are very interested in ways the stacks might be better aligned with the service area, we do not plan to make major changes to the stacks space. We will also exclude all meeting rooms on the second floor from this plan.

We have a contract proposal from Kimberly Bolan and Associates, LLC of Rethinking Libraries. This is the same firm we worked with for design elements and space layout for the Ground Floor Teen space. We would like to hire them for our second floor work to begin right away.



**KIMBERLY BOLAN AND ASSOCIATES, LLC**  
**CONSULTANT CONTRACT**

This Contract, made and entered into on this \_\_\_\_ day of \_\_\_\_\_ 2017, by and between the Monroe County Public Library located at 303 E Kirkwood Ave, Bloomington, IN 47408 hereinafter called the "CLIENT," and Kimberly Bolan and Associates, LLC located at 650 Spring Hills Drive, Zionsville, IN 46077 hereinafter called the "CONSULTANT."

**I. Services**

The CLIENT and the CONSULTANT agree as set forth below:

- A. CONSULTANT is in the business of providing space planning and consulting services. Kimberly Bolan Cullin shall serve as the principal CONSULTANT for the CLIENT on this project.
- B. CONSULTANT shall provide services in accordance with Proposal dated December 26, 2017, but with the Indiana Room added into the space scope (it was originally excluded in the proposal). Costs differences below reflect that change.

**II. Contract Costs**

Contract costs are set as follows:

- Service 1: Fixed Price \$2,200 (includes travel expenses for one onsite visit)
- Service 2: Fixed Price: \$5,250 (includes travel expenses for one onsite visit and one revision each to the floor plan and the furnishing and finishes schedule)
  - Additional Onsite Meetings: Time and Material plus Travel Expenses
  - Additional Floorplan or FF&E Schedule revisions: Time and Material
- Service 3: Time and Material plus travel expenses. After Service 2 completion and before any work on Service 3 begins, CLIENT and CONSULTANT will agree upon a "Not to Exceed" amount. The range of this amount is expected to be in the \$2,000 to \$4,000. There will be an addendum to this contract outlining that not to exceed amount and the related scope for those services.

*Time and Material Rates:*

|                              |             |
|------------------------------|-------------|
| Kimberly Bolan Cullin        | \$135       |
| Robert Cullin                | \$135       |
| Jessica Edwards              | \$100       |
| Other Associate Consultants: | \$100       |
| Mileage:                     | \$0.54/mile |

All payments for Contract costs are due in accordance with Section IV below.

**III. Timetable**

The project is expected to begin after approval by the Library Board of Trustees, which is expected at the February 2017 board meeting. Completion timeline for Service 1 and 2 is two to three months. Completion of Service 3 will depend on the library's desired timing for project implementation.

#### **IV. Payment Schedule**

The CONSULTANT will bill the CLIENT based on the following schedule:

1. Service 1 will be billed at 100% (\$2,200) once the onsite meeting has been completed and the summary of patron traffic observations has been submitted.
2. Service 2: will be billed in two parts
  - a. \$2,500 will be billed upon delivery of the first revised Floor Plan or 10 business days after the original draft is provided if changes have not been requested by then.
  - b. The balance or \$2,750 will be billed upon the submission of the first revision of the Furniture and Finishes Schedule or 10 business days after the original draft is provided if changes have not been requested by then.
  - c. Any time and materials services provided beyond the scope of Service 2, and agreed to in writing by CLIENT, will be billed monthly and include a detailed invoice of time and expenses.
3. Service 3 will be billed monthly as time and expenses are spent. A detailed invoice of time and expenses will be provided each month as part of the invoice.

Payment to the CONSULTANT by CLIENT shall be made within thirty (30) days of receipt of CONSULTANT'S invoices.

#### **V. Additional Services and the use of Subcontractors**

Additional services provided by CONSULTANT will be compensated as described in any subsequent attachment to this contract. Any additional services beyond those described in an attachment to this contract will be at the rate of \$135 per hour for Kim and Rob Cullin's time and \$100 per hour for Jessica Edwards or any other CONSULTANT associate's time, plus reimbursable expenses at cost. CONSULTANT reserves the right to engage subcontractors for the purposes of providing services herein. All additional services shall be approved in writing by the CLIENT prior to performance of same.

#### **VI. Ownership of Intellectual Property**

To the extent that CONSULTANT has received payment of compensation as provided in this Contract, CONSULTANT hereby assigns to CLIENT all right, title, and interest in any intellectual property created or developed by CONSULTANT for CLIENT under this Contract including any reports generated herein. Notwithstanding the preceding sentence, it is understood and agreed that CONSULTANT may incorporate proprietary routines, sub routines, libraries, tools, interfaces, methodologies, procedures, templates or controls that CONSULTANT has developed, refined or licensed over time (and apart from the work done for CLIENT by CONSULTANT) for the efficient execution of common functions (collectively "CONSULTANT Proprietary Works".) With respect to these CONSULTANT Proprietary Works, all right, title and interest remain with CONSULTANT. Further, CONSULTANT and its personnel shall be free to use and employ its and their general skills, know-how, and expertise, and to use, disclose, and employ any generalized ideas, concepts, know-how, methods, techniques, or skills gained or learned during the course of any assignment, so long as it or they acquire and apply such information without disclosure of any confidential or proprietary information of CLIENT and without any unauthorized disclosure of work product.

## **VII. Responsibilities of CONSULTANT and CLIENT**

CONSULTANT is responsible for completing the project described in this Contract in a timely fashion. CLIENT and CLIENT'S representatives are responsible for cooperating with CONSULTANT by, among other things, furnishing the required information, services, and decisions relating to this Contract as expeditiously as necessary for the orderly progress of the project.

## **VIII. Limitation of Liability**

The liability of the CLIENT and the CONSULTANT shall be limited to the total amount of compensation included in this Contract. In no event, shall CONSULTANT be liable for any loss of profit or revenue by CLIENT, or for any other consequential, incidental, indirect or economic damages incurred or suffered by CLIENT arising as a result of or related to CONSULTANT'S work whether in contract, tort, or otherwise, even if CLIENT has advised of the possibility of such loss or damages.

## **IX. Termination of Contract**

Either party may terminate this Contract as a result of a material breach by the other party of any of its obligations. The termination will be effective upon the breaching party's receipt of notice of the breach, subject to a thirty (30) business day cure period. If the breaching party fails to cure or to initiate a plan to cure the breach within thirty (30) business days after its receipt of the notice, the non-breaching party may terminate the contract.

## **X. Indemnification**

Each party hereby agrees to indemnify and hold harmless the other from and against all loss, liability, damage, and claims which a party may suffer or incur, arising out of (a) the failure of the indemnifying party to fully perform any of its material obligations set forth in this Contract, (b) any representation or warranty by the indemnifying party which is untrue and incorrect as of the date hereof, or (c) any claim made as a result of the negligent or wrongful actions of employees or agents of the indemnifying party.

## **XI. Law, Venue, and Mediation**

In the event of a dispute regarding the meaning or performance of this Contract, the Parties shall first attempt in good faith to resolve the dispute, without formal legal proceedings, via a telephone conference or other meeting.

If a resolution or settlement cannot be reached through such informal means, the Parties agree to submit such dispute to mediation, with each Party responsible for its own respective attorney fees and costs. The Parties shall each be responsible for paying fifty percent (50%) of the cost of the mediator's fee. Any mediation proceeding will be held in Indianapolis, Indiana and Indiana law will control the interpretation of this contract as well as the parties' rights and liabilities pursuant to the terms of this contract.

If mediation fails to bring a resolution to enforce this agreement the prevailing parties will be entitled to costs, litigation expenses, and reasonable attorneys' fees. The parties agree that any legal proceeding or action arising out of this agreement shall be governed and construed in accordance with the laws of the state of Indiana, with the venue for any proceedings being located in Indianapolis, IN.

## **XII. Relation of the Parties**

The performance by CONSULTANT of its duties and obligations under this Contract shall be that of an independent contractor, and nothing herein shall create or imply an agency relationship between CONSULTANT and CLIENT, nor shall this Contract be deemed to constitute a joint venture or partnership between the parties. CONSULTANT shall retain the right to perform work for others during the term of this Contract. CLIENT shall retain the right to cause work of the same kind or a different kind to be performed by its own personnel or other consultants during the term of this Agreement.

## **XIII. Employee Solicitation/Hiring**

During the period of this Contract and for twelve (12) months thereafter, neither party shall directly or indirectly solicit or offer employment to or hire any employee, former employee, subcontractor, or former subcontractor of the other. The terms "former employee" and "former subcontractor" shall include only those employees or subcontractors of either party who were employed or utilized by that party on date this Contract is last executed.

## **XIV. Miscellaneous Provisions**

A. Except as provided herein, neither party may assign this Contract, in whole or in part, without the prior written consent of the other party. This Contract shall inure to the benefit of, and be binding upon, the parties hereto, together with their respective legal representatives, successors, and assigns, as permitted herein.

B. If any term of this Contract is found to be unenforceable or contrary to law, it shall be modified to the least extent necessary to make it enforceable, and the remaining portions of this Contract will remain in full force and effect.

C. Neither party shall be held responsible for any delay or failure in performance of any part of this Contract to the extent such delay is caused by events or circumstances beyond the delayed party's reasonable control.

D. The waiver by any party of any breach of covenant shall not be construed to be a waiver of any succeeding breach or any other covenant. No custom or practice of the parties that varies from this Contract shall constitute a waiver of the right of a party to demand exact compliance. All waivers must be in writing, and signed by the party waiving its rights. This Contract may be modified only by a written instrument executed by authorized representatives of the parties hereto.

E. This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter.

F. This Contract, including any attachment embody the entire agreement of the parties and supersede any and all prior discussions, proposals, representations, negotiations, correspondence, and other agreements with respect to the matters contained herein and may be modified only in a writing signed by both parties.

G. All notices shall be sent in the most expeditious way possible including but not limited to facsimile, overnight courier or certified or registered mail to the addresses set forth above. Any such notice shall be deemed delivered when received.

H. The headings contained in this Contract have been inserted solely for the convenience of the parties and shall be of no force or effect in the interpretation of the provisions in this Contract.

**XV. Signatures**

This Contract is effective when it is signed in “pen and ink” by authorized representatives of each party. The contract may be executed in one or more counterparts, each of which will constitute an original agreement, but is not enforceable until delivery and exchange of the executed counterparts. Copies of this Contract (including facsimiles) have the same force and effect as a signed original document.

CLIENT:

By: \_\_\_\_\_  
Signature

Director

Title or Office

\_\_\_\_\_

Date Signed

CONSULTANT:

Kimberly Bolan Cullin

By: \_\_\_\_\_  
Signature

Principal Consultant and President

Title or Office

\_\_\_\_\_

Date Signed

# Request for Proposals to Facilitate Strategic Planning Process

## Monroe County Public Library

### Description of Work

The Monroe County Public Library is seeking a consultant to facilitate the preparation of the Library's next strategic plan. The Library's current strategic plan, and former planning process, is available at <https://mcpl.info/about/plans-and-reports>.

### Background

The library serves approximately 143,000 residents of Monroe County, Indiana, home of Indiana University. The Library provides service through a Main Library in downtown Bloomington, a branch in Ellettsville, and a variety of outreach services including a bookmobile, homebound, van delivery and jail services. In addition to comprehensive library services, the Library also has a dynamic and active adult literacy program (VITAL) and a community access television station (CATS).

The Library enjoys strong community support and in 2016 circulation exceeded 2.4 million items and customers made nearly 1 million visits to our locations, slightly more than the previous year. Nearly 59,000 customers participated in more than 2,200 programs and our meeting rooms, audio and video studios and auditorium were used by the public more than 7,000 times. Public computers were utilized more than 140,000 hours.

The Library's projected 2017 Operating Fund Revenue is just over 8.5 million dollars. In addition, the Library has a General Obligation Bond of 2 million which is contributing to the accumulation of funds for capital investments in current and future facilities.

The Library has undergone several significant improvements in services and facilities in the past few years:

- Opened a teen center at the Main Library.
- Opened a digital creativity lab with audio and video studios and high end editing equipment at the Main Library.
- Opened a baby learn and play space at the Main Library.
- Added or increased WiFi capacity at all locations.
- Improved overall Information Technology infrastructure to facilitate increased uses of technology by staff and customers.
- Implemented changes in service model to improve opportunities for staff growth, sharing of expertise, community engagement, and proactive customer service.
- Currently seeking proposals from architects for a 1 million dollar renovation at the Ellettsville branch.

During the next few years, the library anticipates continued evolution in publishing patterns and access to electronic content, and changes in technology and the Library's provision of programming and equipment to satisfy community need. We also recognize the need for flexible service approaches from

our staff to meet customers where they are in the community and in the library, and further planning for a new branch library, among other things.

### **Scope of Work**

The Library seeks a consultant to facilitate the strategic planning process. The following activities are envisioned as part of this process:

1. Coordinate and facilitate a community listening process to identify the aspirations the entire community has for our Library in the future.
2. Coordinate and facilitate an engaging staff participation process to identify the Library's capacity to be successful in strategic directions.
3. Facilitate a Strategic Planning Team, including board, community, friends of the Library, and staff representatives which results in consensus on priority community needs. This process would include review, and revision if needed, of the Library's mission and vision, and development of our key aspirations and keys to success.
4. Communicate regularly with the director and staff via phone or email and support their work between meetings of the Strategic Planning Team.
5. Draft the strategic plan document for review by staff and then the Strategic Planning Team to meet State Library requirements including working with staff to identify the strategies and activities to achieve success. Deliverables must include:
  - a. A report from the community listening process.
  - b. Draft mission, vision, key success factors/impacts and outcomes, actions, timelines, responsibility, and measures for success.
  - c. The Final strategic plan document, for submission to the Board.

### **Suggested Timeline**

1. Select Consultant – March - April 2017
2. Assemble staff Team May 1
3. Community and staff listening process and development of aspiration goals and Library capacity May – July 2017
4. First Draft of plan --- August 2017
5. Review and Revise – September 2017
6. Final plan – October 2017
7. Director presents to Board for approval – November 2017

### **Elements of the Proposal**

1. Project/work plan, including proposed methods and timelines. We are interested in understanding the consultant's strategy and methods for identifying and facilitating discussion of our community's needs. Please also address how you would facilitate the work of the strategic planning committee.

2. Description of your firm and its work in strategic planning. Please include descriptions of at least three recent projects similar in size and scope to ours and provide names and contact information for reference.
3. Resumes of the individuals who will work on this project. Please identify which individuals will be involved in each step of the project.
4. Budget, with fees and all other charges itemized for each portion of the work described above.

### **Proposal Timeline and Submission**

Deadline for receipt of the proposal is 5 p.m. on Friday, March 17.

Please submit responses to Marilyn Wood via e-mail at [mwood@mcpl.info](mailto:mwood@mcpl.info).

The Board plans to make a selection at its meeting on April 19<sup>th</sup>, 2017. The Board reserves the right to select an entire or partial proposal or none of the proposals.

### **Selection**

Criteria for selection will include:

1. Prior experience in conducting reliable, credible, and useful community conversations.
2. Overall quality and engaging design of community listening strategies.
3. Demonstrated excellence in facilitating group planning processes that focus and articulate, orally and in writing, organizational priorities, for libraries or other organizations.
4. Available for onsite and remote support, and ability to meet deadlines as identified in the timeline outlined.
5. Cost.



**Monroe County Public Library  
2017 Slate of Officers**

President: John Walsh

Vice President: Kari Esarey

Secretary: Fred Risinger

Treasurer: David Ferguson