

**MONROE COUNTY PUBLIC LIBRARY
BOARD OF TRUSTEES WORK SESSION**

Wednesday, January 10, 2018

Room 1B

5:45 pm

AGENDA

1. Call to Order –John Walsh, President
2. Resolution to Transfer Money to the Rainy Day Fund –Gary Lettelleir (page 2)
3. Resolution to Transfer Money to LIRF – Gary Lettelleir (page 3)
4. 2018 El Centro Comunal Latino contract – Marilyn Wood (page 4-6)
5. 2018 CATS contracts – Michael White (page 7-11)
6. Resolution to Declare Certain Property Surplus – Gary Lettelleir (page 12-13)
7. Proposed Changes to Community Access Television Services Policies (CATS) – Michael White (page 14-17)
8. Proposal from the Town of Ellettsville for Utility Work – Marilyn Wood (page 18)
9. Approval to Proceed with Public Bid for Ellettsville Renovation – Marilyn Wood (page 19-20)
10. 2018 Slate of Officers (for action at February 2018 meeting) – John Walsh
11. Public Comment
12. Adjournment

View the Board Packet on the Library's website:

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

2017 MCPL Net Receipts From Operations

I am pleased to report that 2017 net operating receipts are \$773,119.

2017 MCPL Operating Receipts		8,661,483
Operating spending plus transfers	9,245,342	
less 2017 LIRF transfer	(1,356,978)	
	7,888,364	7,888,364
2017 Net Operating Receipts		773,119

Here is a look at cash transfers and project balances:

	LIRF	Rainy Day	Operating	
Balance 12-31-16	2,092,008	1,636,653	2,148,150	
less reserve	(1,000,000)	(1,000,000)	(1,000,000)	
Balance for Projects	1,092,008	636,653	1,148,150	
2017 tranfers				
LIRF	1,356,978		(1,356,978)	
2017 net oper receipts			773,119	
2018 transfers				
Rainy Day		346,141	(346,141)	
Balance for Projects 2018	2,448,986	982,794	218,150	3,649,930

Here is a look at future revenue and expense:

operating fund	revenue		expend		projected net operating receipts
2017	8,558,936	umbaugh	7,107,200	umbaugh	1,451,736
2017	8,661,483	actual	7,888,364	actual	773,119
2018	8,891,613	umbaugh	8,125,015	2017 actual + 3%	766,598
2019	9,127,810	umbaugh	8,368,765	2017 actual + 3%	759,045
2020	9,359,504	umbaugh	8,619,828	2017 actual + 3%	739,676
2021	9,640,497	umbaugh	8,878,423	2017 actual + 3%	762,074

I will provide more detail later.

Resolution to Transfer Funds to the Rainy Day 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 **\$346,141** from the Operating Fund to the Rainy Day Fund for the purpose(s) of an allocation for a future project. This fund shall be subject to the same appropriation process as other funds that receive tax money.

DULY ADOPTED by the Board of Trustees of the Monroe County Public Library at its regular meeting held on the ___17th___ day of January, 2018, at which meeting a quorum was present.

AYE

NAY

ATTEST:

Secretary

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 **\$1,356,978** from the Operating Fund to the Library Improvement Fund in 2017.

DULY ADOPTED by the Board of Trustees of the Monroe County Public Library at its regular meeting held on the __17th__ day of January, 2018, at which meeting a quorum was present.

AYE

NAY

ATTEST:

Secretary

AGREEMENT BETWEEN MONROE COUNTY PUBLIC LIBRARY AND EL CENTRO COMUNAL LATINO, INC.

This Agreement is made and entered into this ____ day of _____, 2018, by and between the El Centro Comunal Latino, Inc. (the Latino Community Center), and the Monroe County Public Library (the Library).

WHEREAS, the Library is dedicated to reaching out into the community through on-going outreach activities in an effort to serve Latino community residents; and

WHEREAS, the Library's purpose and goals coincide with El Centro Comunal Latino, Inc. goals for offering services and information to the Latino community, and

WHEREAS, the El Centro Comunal Latino, Inc. and the Library desire to cooperate in the continuation of an El Centro Comunal Latino, Inc. office at the Monroe County Public Library; and

WHEREAS, the Library has the ability to provide office space at the Main Library; and

WHEREAS the El Centro Comunal Latino, Inc. is authorized to plan and develop partnerships and contractual arrangements with non-city organizations to ensure delivery of services.

NOW THEREFORE, the parties do mutually agree to continue a mutually beneficial partnership, as follows:

1. Purpose of Agreement:

The purpose of this agreement is to outline a program partnership which will provide office space for El Centro Comunal Latino, Inc. within the Monroe County Public Library.

2. Duration of Agreement:

The term of this Agreement shall begin January 1, 2018 and run through December 31, 2018. The parties may agree in writing to renew or extend the term of the Agreement.

3. El Centro Comunal Latino, Inc. agrees to:

- A. Display the hours that the office is available to the public.
- B. Notify the Library of any office closings within 2 weeks of closing.
- C. Keep and report basic service statistics on an annual basis, by January 31, to the Library Administration.
- D. Agrees to meet with the Library Administration on an annual basis to discuss the value of the partnership.
- E. Encourage future programming and outreach options that further the goals of each partner.

- F. Include information about the Library in El Centro Comunal Latino, Inc. brochures and publications.
- G. Provide its own supplies for its designated operations on an ongoing basis.
- H. Pay the sum of \$3,600 in biannual installments of \$1,800, which shall be due and payable on the first of January and the first of July for the succeeding six months.
- I. Represent El Centro Comunal Latino, Inc., in a professional manner and reflect its commitment to quality services and customer satisfaction.

4. The Monroe County Public Library agrees to:

- A. Agrees to meet with El Centro Comunal Latino, Inc. staff on an annual basis to discuss operations.
- B. Provide an adequate office space, internet and telephone access, and furnishings as needed.
- C. Work with El Centro Comunal Latino, Inc. to provide information on their services via the Library website and provide El Centro Comunal Latino, Inc. staff with access to the Library's website.
- D. Develop programming as needs are identified and staffing allows.
- E. Include information about El Centro Comunal Latino, Inc. in its promotional materials. Provide an information kiosk, outside the El Centro Comunal Latino office space, which will include information of value to the Latino community and be kept up to date by El Centro Comunal Latino staff.
- F. Represent the Library in a professional manner and reflect its commitment to quality services and customer satisfaction.

5. Release of Liability

El Centro Comunal Latino, Inc. shall release, hold harmless, and forever indemnify the Monroe County Public Library and its officers, employees, agents and assigns from any and all claims which may arise as a result of El Centro Comunal Latino, Inc. activities at, or use of, the Monroe County Public Library. This includes claims for personal injury, property damage, or any other type of claim which might be brought by THE LIBRARY, its employees, agents, or patrons, or any third party.

6. Insurance

El Centro Comunal Latino, Inc. shall maintain comprehensive general Liability insurance with coverage for bodily injury per person in any one occurrence and for any one occurrence for all persons in that occurrence, and property damage. El Centro Comunal Latino, Inc. shall notify THE LIBRARY within ten (10) days of any insurance cancellation, and will provide a certificate of insurance to the Library on an annual basis.

7. Termination

Termination by mutual agreement: The parties may terminate this Agreement prior to December 31, 2017 by mutual written agreement. Unilateral termination: In the event that one of the parties to this Agreement breaches any of its terms and conditions, the non-breaching party shall serve written notice of the breach to the other party by certified mail. The offending party shall then have ten (10) days from the date of mailing in which to cure the breach. If the offending party fails to cure the breach within ten (10) days, the non-breaching party may, at its option and in writing, unilaterally terminate the Agreement.

8. Notice

Notice regarding any significant concerns or issues of non-compliance shall be given to those contacts as follows:

El Centro Comunal Latino, Inc.

Jane Walter

waltjm@gmail.com

Monroe County Public Library

Marilyn Wood, Director

303 E. Kirkwood Ave.

Bloomington, IN 47408

812-349-3050

Representatives for the day to day operational implementation of this agreement are:

El Centro Comunal Latino, Inc.

Jane Walter

waltjm@gmail.com

The Monroe County Public Library

Sue Sater, 349-3050

IN WITNESS WHEREOF, the parties have signed this Agreement on the date first set forth.

EL CENTRO COMUNAL LATINO, INC.

MONROE COUNTY PUBLIC LIBRARY

President, Board of Trustees
El Centro Comunal Latino, Inc.

President, Board of Trustees
Monroe County Public Library

2018 AGREEMENT TO PROVIDE COMMUNITY ACCESS TELEVISION SERVICE: TOWN OF ELLETTSVILLE

This Agreement is made by and between the Town of Ellettsville, hereinafter referred to as "Town", and the Monroe County Public Library, hereinafter referred to as "Library".

WHEREAS, it is the desire of the Town to aid the library in providing services and facilities to the public for local access television programming.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. To partially fund the operational expenses of the Community Access Center for the year 2018, the Town shall pay \$16,056.00. Such payment shall be in equal installments of \$4,014.00, payable at the beginning of each quarter of the calendar year 2018 (March 31, June 30, September 30, December 31).
2. The Library shall, by means of the Bloomington Community Access Television, telecast meetings of the Ellettsville Town Council, Ellettsville Planning and Zoning Board, Richland-Bean Blossom Community School Corporation.
3. The library shall provide an annual progress and financial report to the Town Council, which report shall summarize the utilization of the Town's payments.
4. This agreement is subject to an appropriation of funds by the Ellettsville Town Council.
5. Either party may terminate this agreement upon sixty (60) days written notice. Notice shall be sent to the following addresses unless such addresses are otherwise changed in writing:


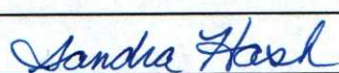
Town of Ellettsville
Post Office Box 8
Ellettsville, IN 47429

Monroe County Public Library
ATTN: Director
303 East Kirkwood Avenue
Bloomington, IN 47401

6. This agreement is for a period of one year.
7. Library certifies that it is enrolled in the E-Verify program and has verified the work eligibility status of all newly hired employees through the E-Verify program, unless the E-Verify program no longer exists, and that signing this contract serves as an affidavit affirming that the Library does not knowingly employ an unauthorized alien.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures on the date indicated below.

ELLETSVILLE TOWN COUNCIL

Signature 
Name / Title Brian S. Ocdman President
Date 27 Dec 17
Attest 
Clerk/Treasurer

MONROE COUNTY PUBLIC LIBRARY

CATS Manager Signature _____
Name / Title _____
Date _____
Attest _____
MCPL Director

**2018 Memorandum of Understanding between
Monroe County Public Library and
Community Radio WFHB**

This agreement outlines the details of a joint new initiative to be undertaken by Bloomington Community Radio WFHB (WFHB) and the Monroe County Public Library through CATS.

Between __January 1, 2018__ and __December 31, 2018__, the two organizations will produce a weekly program focusing on primary issue(s) in Monroe County, based on content acquired from CATS coverage of local government meetings. The program shall be telecast on the CATS network. In addition, CATS agrees that the program will be both streamed and archived on the CATS website.

The weekly news program shall be a joint undertaking of WFHB and the Monroe County Public Library through CATS. Each party to this agreement shall carry out the following responsibilities:

Monroe County Public Library through CATS will provide:

1. Footage collected during CATS' regular coverage of local government meetings
2. Other relevant CATS material
3. Studio production services, including equipment and facilities necessary to produce and create the half-hour program.
4. Weekly telecasts of the program on CATS channels
5. A schedule of government meetings each week
6. The sum of \$12,000, which shall be payable to WFHB in four installments from the Library's Special Revenue Fund and not from funds received from property tax revenues. WFHB shall have access to deposited funds for any use in the ordinary and usual course of WFHB business.

WFHB will provide:

1. An anchor for the telecast, if needed
2. A hyperlink to CATSWeek on the catstv.net website on all postings of episodes of the *Daily Local News* that employ stories for CATSWeek on WFHB's website.
3. A staff member to write scripts for CATSWeek in accordance with CATS production schedule.
4. Additional WFHB volunteers, if needed
5. On-air in-kind underwriting: WFHB agrees to air one on-air ad for CATS each day of the calendar year (value: \$4,380). This ad shall consist of a 20-second live read performed by on-air hosts, drawing from a rotation of up to six scripts written by the CATS general manager and approved by the WFHB general manager.
6. WFHB agrees to not solicit specific underwriting for the CATSweek program.

The Monroe County Public Library and WFHB agree that the editorial decisions shall be determined as a result of consultation between the CATS general manager and the WFHB general manager.

WFHB and Monroe County Public Library and CATS agree that the final show as produced and telecast shall become the property of the Monroe County Public Library and CATS and the appropriate acknowledgment of this ownership shall be stated in the credits for each show. The program shall be archived and retained in the same manner as all CATS programs.

The Monroe County Public Library, CATS and WFHB acknowledge that each party will direct their employees to meet their obligations under this agreement. Each party to this agreement shall be responsible for compensating the employees which they use to meet their obligations under this agreement. Monroe County Public Library, CATS and WFHB acknowledge that neither shall be responsible for nor share any liability for compensating the employees other than those under their employ.

The Monroe County Public Library, CATS and WFHB each acknowledge that no party to this agreement shall have a cause of action against any other party of this agreement as a result of the production of the news program. Each party to this agreement shall be responsible for obtaining all necessary insurance coverage to protect and indemnify them from any liability which they may incur as a result of participation under this agreement. Each party to this agreement shall be responsible for and meet their obligations as the employer of any employee who may provide services under this agreement and shall have no cause of action against the other party of this agreement for any cause of action brought against them by any employee providing services to an employer under this contract.

Each party to the agreement shall further secure a waiver of subrogation from any insurer providing insurance required hereunder.

All parties under this agreement acknowledge that this agreement may be amended only in writing and if such amendments are approved by the Monroe County Public Library Board of Trustees and the WFHB Board of Directors.

WFHB, Monroe County Public Library and CATS acknowledge that this agreement may be terminated at any time. Notice of termination shall be mailed at least 30 days in advance of the termination to the individuals listed below representing the other party:

John Turner, General Manager
WFHB Community Radio
108 W. 4th St.
Bloomington, IN 47404

Michael White, Manager
CATS/Monroe County Public Library
303 E. Kirkwood Ave.
Bloomington, IN 47408

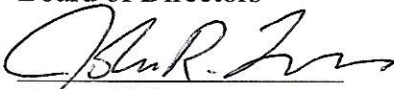
Marilyn Wood, Director
Monroe County Public Library
303 E. Kirkwood Ave.
Bloomington, IN 47408

The parties further agree that this agreement may be renewed on an annual basis upon approval by the governing bodies of each party.



President
WFHB Community Radio
Board of Directors

Date: 1-4-18



General Manager
WFHB Community Radio

Date: 1/4/18

President
Board of Trustees
Monroe County Public Library

Date: _____

Michael White, General Manager
Community Access Television Services

Date: _____

**MONROE COUNTY PUBLIC LIBRARY BOARD OF TRUSTEES
RESOLUTION DECLARING CERTAIN PROPERTY SURPLUS**

WHEREAS, the equipment listed below is no longer needed by the library, and

WHEREAS, the estimated value of the item(s) listed below is less than \$1,000 and the library has the authority to sell, transfer, demolish, or junk the items under IC 5-22-22-6 Public or private sale or transfer without advertising or IC 5-22-22-8 Worthless property,

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Monroe County Public Library declares the following item(s) surplus and authorizes disposition of the items.

1 Norfolk Pine - approx. 7 1/2 feet tall: pot & soil included
8 padded sitting stools, approx. 2 feet tall
2 padded sitting stools, approx. 4 feet tall
3 sections of tan metal shelving and corresponding parts (scrap for resale)
2 sections of blue metal shelving and corresponding parts (scrap for resale)
4 metal cubicle desks and partitions (scrap for resale)
1 wooden chair with red padding
1 blue sofa chair
5 yellow and red vinyl coated children's furniture
Non-rolling Magazine rack
Rolling Magazine rack
2 newspaper shelving units
2 wooden tables Dimensions: 48" W x 73" L X 29" H
2nd floor reference desk
1 carpeted kiosk
2 office chairs

ADOPTED THIS 17th DAY OF JANUARY, 2018

AYE

NAY

Governmental Meeting Coverage Guidelines

In the interest of providing consistent, neutral and transparent coverage of live and recorded government meetings, the following guidelines are set forth:

1. CATS will provide coverage of any public meeting in accordance with the definitions established in Indiana code IC 5-14-1.5. Public Meetings (Open Door Law). Though CATS has contractual obligations to cover specific government meetings, CATS will endeavor to cover other public meetings upon request from local individuals or organizations.
2. In an effort to provide viewers with the best possible sense of proceedings in the room or chamber, CATS will employ an establishing wide shot at the beginning, ending, and for all recesses during public meetings.
3. CATS crew members will avoid the practice of taking reaction shots unless there is an active dialogue taking place. Similarly, tight close-ups will not be employed, as they could represent an element of visual editorializing, and hence the perception of a departure from neutrality.
4. Whenever possible, CATS will employ the use of lower-third graphic superimpositions (name supers) to identify officials, name of meeting and date. CATS will also when technically possible, provide a LIVE “bug”, which will be removed for replay of the meeting.
5. Whenever possible, CATS will present meetings, boards and councils via LIVE telecast on our designated cable channels, as well as via our web site. CATS will also work to ensure that all meetings will be available on our website by 9:00 AM the following day.
6. As neutrality of CATS governmental coverage is an essential function of our network and is a vital component of local democracy, CATS reserves the right to refuse suggestions from any individual, group or organization to; turn off the cameras, alter established protocols for shot composition or to limit the public comments of any person speaking during a public meeting. Any public discussions or demonstrations which occur when meetings are adjourned or in recess will not be televised.
7. CATS will feature royalty-free music in the background during wide shots, before and after meetings and during all recesses.
8. ~~While the proceedings of governmental meetings reside in the public domain, apart from executive sessions, all municipal and county meetings for CATS’ government access channels and the web shall be copyrighted and may only be reproduced for personal, non-commercial use by individuals. Any use or reproduction of CATS coverage without the expressed written consent of CATS is strictly forbidden.~~
- 8.9. To ensure the integrity and neutrality of all meetings appearing on the CATS’ government channels, CATS will only telecast, stream and archive government meetings produced by CATS. Patrons or organizations wishing to share their noncommercial programming or meetings may do so via the CATS Public access channel, upon the submission of a written request.

Proposed January 17, 2017

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Access Use

The rules and regulations set forth below have been adopted to assure compliance with current federal, state and municipal laws and regulations governing the availability and use of Community Access Television Services (CATS). The policies and regulations set forth herein supersede any and all others previously issued:

1. The Monroe County Public Library operates CATS as a service to the community and in fulfillment of library goals. Any resident of Monroe County may use the facilities of CATS. All rules and regulations outlined below apply equally to all access channels unless specifically stated otherwise.
2. The Monroe County Public Library and CATS will allow great latitude with respect to freedom of speech. However, all programming shall be non-commercial and consistent with legal constraints and community standards. No part of any program shall contain: any solicitation for funds or other property of value, or obscene or defamatory material.
3. The community access channels are operated by the library as a dedicated constitutional forum. Programs are not rejected because either they or their spokespersons are controversial. CATS does not attempt to verify the accuracy or lack of bias in the programming it carries, nor does CATS attempt to achieve a balance in regards to any issue, faith or ideology. The producer of each program is exercising her/his first amendment right to free speech and is solely responsible for the program's content. Reference to Section 611 (E) and Section 639 of the Cable Communications Policy Act of 1984 & 1992.
4. The producer of an access program is the person who signs the application for use of the access facilities as outlined below. The producer of each access program is solely responsible for its content. The producer must obtain all talent releases, copyright authorizations and other necessary licenses or approvals. By signing the application, the producer accepts all responsibility and any associated liability for the content of the program. Programs ~~that do not without have~~ a signed release will not be ~~shown~~ telecast.
5. Upon the filing of an appropriate request, the community access equipment and public access channel will be available to any Monroe County resident, group or organization. Programming produced outside of Monroe County will require a written request from a local resident or organization for ~~telecast~~ablecast on CATS. All requests are reviewed on a first-come, first-served, non-discriminatory basis. All access use is subject to the availability of time, staff and facilities.
6. Any organization or individual may sponsor candidate forums, providing written notification of all candidates thirty days prior to the forum. Any appearances by political candidates in other CATS programming are acceptable providing they are not advocating their candidacy nor criticizing the opposing candidate or party. (The Communications Act of 1934, specifically the "equal time ruling", does not apply to access television). Given the submission of a program Proposal and sufficient notice, providing staffing and equipment availability, CATS will provide coverage of local Primary and General Election candidate forums. To ensure all candidates have been registered, CATS will only provide this coverage for candidate forums after February 10th, within the same year as the primary or general election.

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7. Use of the access facilities: studio, equipment, personnel and other technical resources must be for the sole purpose and/or intent of producing programming for CATS.
8. Use of the access facilities must be requested through the program proposal form provided by CATS. A signed proposal must be on file prior to scheduling use of the facilities.
9. Applications on behalf of a minor must be signed by a parent or a legally appointed adult guardian who will accept responsibility for any liability resulting from the use of the facilities by the minor.
10. ~~No private information concerning volunteers or producers will be given out over the telephone. However, all program proposal forms are kept in a file at CATS and are made available for public review, once the program has been telecast, during regular operating hours.~~
11. All programming produced by CATS staff (except government meetings which are in the public domain) government meetings and public events coverage) remains the sole copyright of CATS. Content produced by members of the public and submitted to CATS for telecast on the Public channel remains the sole copyright of the individual program producer. All intellectual property, responsibility for music licensing, permissions and liability for that content exists solely with the producer of that program.

10. Proposed January 17, 2017

Access Limitations

1. All access producers shall adhere carefully to all applicable federal, state and local regulations concerning limits of public speech and television programming content.
2. Advertising or material designed to promote the sale of commercial products or services is expressly prohibited. Political advertising or commercials produced by or on behalf of a legally qualified candidate for public office is similarly prohibited.
3. Producers who want to create programs which are produced for commercial venture or profit shall be prohibited from using the access facilities.
4. Underwriting of programming is allowed solely for programs produced by the staff of CATS. Attribution but recognition is limited to a graphic a-text message stating the name of the individual or company. The use of logos, slides, phone numbers or and video clips of business locations are strictly prohibited. Reference to FCC regulation 76.221 sections A & E.
5. No program shall be transmitted over the community access channels which contains any material which would subject the producer or the supplier thereof to prosecution under any applicable local, state or federal law for the production or presentation of obscene material, libel, slander, invasion of privacy or copyright or trademark infringement-. Neither CATS nor the MCPL will attempt to make a determination as to the constitutional legality of any content presented for telecast. A cable operator may refuse to transmit any public access program that the operator reasonably believes contains obscenity. (47 C.F.R. (76.702). (Determinations of obscenity, libel, slander, etc., are legal questions which can be determined only after due process by a judge and/or jury).

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6. No program shall be transmitted over the community access channels which contains a lottery or information promoting any device, scheme, plan, promotion, contest or other program and/or presentation which involves directly or indirectly the elements of a prize, chance and/or consideration of money or a thing of value. Reference Section 76.213 of the rules of the FCC.
7. The producer of an access program agrees to indemnify and hold the MCPL and CATS harmless from all liability for damages, costs and losses resulting from, arising out of, or in any way connected with the use of the cable channels [and/or video streams](#) by the producer, its officers, agents, or employees.
8. CATS reserves the right to refuse facility use to anyone reasonably suspected of being under the influence of alcohol or any disabling drug and therefore not legally responsible for his or her own actions. CATS also reserves the right to refuse facility use to anyone who is disruptive, rude with staff or patrons, abuses the equipment or fails to return equipment on time. Any use which is disruptive to MCPL patrons, CATS patrons, MCPL operations or CATS operations may be refused or revoked.
9. CATS will revoke the access privileges of any individual or group misrepresenting themselves as under the employ of CATS, the MCPL or any other community channel designation under the control of the MCPL.
10. The MCPL-, CATS and cable operator shall not be liable for any loss of transmission time or transmission of programming due to equipment failure or for any other reason beyond the control of the parties.
11. Any person, group or organization who abuses or has abused the privilege of access by violating any of the provisions of this part may be denied use of the access facilities. Violations of access policy will result in revocation of access privileges for a period of time to be determined by CATS [General Manager](#) ~~Director~~ in conjunction with MCPL Administration.
12. Because revocation of access privileges is such a significant loss of the right to free speech, any decision by CATS and the library administration may be appealed by writing the MCPL Board of Trustees for review. Their decision will be final.
13. The MCPL reserves the right to interpret any and all guidelines in accordance with existing library policies and procedures. The library also reserves the right to suspend any and all guidelines for library programming.
14. In the event that CATS or the MCPL incurs any attorney fees or court costs in pursuing any of the remedies available to them, they shall be entitled to recover the same from the producer or any other party liable as a result of the use of the MCPL facilities, channels or staff.

Proposed January 17, 2017

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From: Rick Coppock [<mailto:rcoppock@bynumfanyo.com>]
Sent: Friday, January 5, 2018 10:51 AM
To: Marilyn Wood <mwood@monroe.lib.in.us>
Cc: Jimmie Durnil <jdurnil@ellettsvillepolice.com>; Mike Farmer <mfarmer@bynumfanyo.com>; Brian Miller (bmiller@ellettsville.in.us) <bmiller@ellettsville.in.us>
Subject: RE: Ellettsville Library Addition

Marilyn

The proposal from the Town is to have an agreement between the Town and the Monroe County Library for the following:

The Town will provide an easement for the relocation of the sewer along SR 46 per the plans. (Easement Preparation Cost \$ 1200.00)

The Town utility crews will construct the sanitary sewer relocation per the plans. Which includes 3 manholes, 166 feet of 8-inch SDR35 pipe, backfilling and 10 feet of 6-inch SDR 35 to connect the lateral from the new addition.

The cost of materials will be paid for by the Library and are estimated as follows;

Manholes –	3 @ \$ 1,000.00 =	\$ 3000.00
SDR 35 Pipe -	176 @ \$ 4.25/Ft. =	\$ 748.00
Stone Backfill	75 Ton @ \$ 4.75 =	<u>\$ 356.25</u>
Total Material Cost to Library =		\$ 4,104.25

The estimate cost for the construction of the sanitary sewer by a private contractor is \$16,668.00 if done as a part of the project.

The Library will contribute \$ 4,054.23 for lighting the Memorial Park, to the Ellettsville Park Board, which is adjacent to the north side of the library property.

The portion of sanitary sewer to be removed under the building addition will remain as a part of the library addition project as shown on the plans.

The sanitary sewer lateral will remain as a part of the project as shown on the plans and will connect to the relocated sanitary sewer.

The Library will pay the cost of the sanitary sewer materials to the Town (\$4,104.25 Estimated) and contribute \$4,054.23 to the Ellettsville Parks Board for a total expenditure of \$8,158.48. The estimated cost of the sewer work by a private contractor as part of the addition project is \$ 16,668.00. Estimated savings to the library will be approximately \$8,500.00.

Please let me know if you have any questions.

Rick Coppock
Bynum Fanyo
528 N Walnut Street
Bloomington, Indiana 47404
812-332-8030

Update on Ellettsville Renovation

Construction Documents are 99% complete for the Ellettsville renovation project. Our next action step will be to approve moving forward with the construction bidding phase.

Renovation Scope

- Areas of the building undergoing change include the addition of new program room space, ADA accessible restrooms and small kitchen and renovation of the Teen Area, Atrium, Main Entrance Lobby, Adult Reading area and Infants/Pre-K room with new wall, ceiling and floor finishes; electrical system modifications and new mechanical system throughout.
- The existing building will remain occupied during construction except for the period of time required for replacement of the existing HVAC system with the new HVAC system. During this time of closure, the Contractor is expected to complete the majority of interior renovations.
- The renovations will include selective demolition to remove existing partitions and finishes in areas as shown on the Construction Documents. Items identified on the documents to be reused, or returned to Owner to be carefully removed and protected from damage.
- Interior finishes include carpet; resilient flooring; rubber base; painted gypsum board; acoustical panel ceiling systems; plastic laminate casework & countertops; doors and door hardware.
- The existing fire alarm system will be modified to meet the needs of the new addition and renovated spaces.
- The mechanical system is to be replaced with a new system serving the entire building.
- The electrical system is to be modified to meet the needs of the new addition and renovated spaces including power, lighting systems, fire alarm and detection systems.

Timeline for Construction

- Contract Issued: February 21, 2018
- Phase I - New Addition & Site Utilities Construction Begins: May 1, 2018.
- Library Closes: August 8, 2018
- Phase II – Mechanical Replacement & Interior Renovations Begin: August 20, 2018
- Substantial Completion: November 19, 2018
- Library reopens: December 3, 2018

Construction will be performed in two phases which will overlap to the extent necessary to facilitate the work and the continued occupancy of the Owner in the remainder of the facility during Phase I. The building will be unoccupied for the duration of Phase II.

Due to the mechanical system replacement, construction will touch all areas of the building, even those we aren't updating/renovating. Closing the library during this time will allow construction to happen at a faster pace and have an overall lower cost. The Phased plan allows for all construction planning to occur in advance, with all orders placed in advance, and averting delays because materials will be on hand prior to construction.

Service While the Library is Closed

Since learning of the extended time the library will be closed during construction, we have been investigating ways to provide service in alternative ways in the community. The **Endwright Center** is interested in partnering with us to be a public service location. We're in discussions about potential services such as:

- Bookmobile service 1-3 days a week, 4 or more hours
Friday + additional days
- Public Service 1-3 days a week, such as:
Library materials (holds) pick up
Reference and readers advisory
Programming such as story time, adult book club, genealogy, tech help, additional programs

The Endwright Center is amenable to our use of the center during their closed times (Saturdays, Mondays after 6, Tues-Fri after 4:30). We will continue to work through details and communicate with the community well in advance about closing and alternative services available at the Main Library, at the Endwright Center, or elsewhere in the community.

Next steps:

- The architects are completing final documentation and it will be shared prior to the Board meeting. Documentation will include full specifications for bidding, updated costs, and construction plans.
- Seeking Board approval to move forward with public bids for the project at January 17, Board meeting. Bid documents are currently being reviewed by Tom Bunger and will be shared with the Board at the Work Session.
- The advertisement for bids will be sent January 18.
- There will be a mandatory meeting for all potential contractors at the Ellettsville Branch on January 25.
- Bids are due by/and opened at 10 am on February 15 at the Main Library.
- Bids and recommendations will be presented to the Board for decision at the Board Meeting on February 21, 2018