### MONROE COUNTY PUBLIC LIBRARY BOARD OF TRUSTEES

# WORK SESSION July 11, 2018, 5:45 p.m. Meeting Room 1B

### <u>AGENDA</u>

- 1. Call to Order John Walsh, President
- 2. Resolution to Authorize Director to Approve Change Orders Marilyn Wood (page 1)
- 3. Resolution to Establish Cash Change Fund Gary Lettelleir (page 2)
- 4. 2019 Budget Gary Lettelleir (page 3-21)
- 5. General Obligation Bond Gary Lettelleir, Marilyn Wood (page 22-50)
- 6. CATS Infrastructure Update Contract Michael White, Gary Lettelleir (page 51-56)
- 7. Study Room Policy update Jane Cronkhite (page 57-58)
- 8. Personnel Manual 3.20 update Kyle Wickemeyer-Hardy (page 59)
- 9. Public Comment
- 10. Adjournment

View the Board Packet on the Library's website: https://mcpl.info/library-trustees/meetings

### MONROE COUNTY PUBLIC LIBRARY BOARD OF TRUSTEES PUBLIC COMMENT POLICY

The MCPL Board of Trustees shall have a time providing for public comment during all public meetings. Comments should be relevant to Library matters, excluding personnel issues. Individual speakers are asked to limit their remarks to three-to-five minutes. The chair shall be allowed to limit the time for individual speakers and to limit the total time for public comment.

Public comment time is provided for the public to express their opinions or concerns about matters over which the Board of Trustees has authority or responsibility. Comments are intended to be statements from speakers; speakers may not engage the Board in a question-and-answer exchange during public comments. Questions relating to library or administrative procedures which could be addressed outside of a library board meeting should be referred to the appropriate library staff at other times. Expressions of opinion about these matters are appropriate for the public comment time on the agenda. *Policy revised April 18, 2018* 

## RESOLUTION TO AUTHORIZE DIRECTOR TO APPROVE CHANGE ORDERS UP TO \$90,625 FOR ELLETTSVILLE LIBRARY RENOVATION

WHEREAS the Library has embarked on renovation of the Ellettsville Branch Library; and

WHEREAS the Library Board meets only once a month and does not wish to cause delays in the renovation timeline; and

WHEREAS the funds set aside for construction include \$90,625 (5% of the contract amount) for contingencies;

NOW, THEREFORE, the Board of Trustees authorizes director Marilyn Wood to approve change orders not to exceed \$90,625, with retrospective confirmation at the next Board meeting.

AYE	NAY
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### MCPL Resolution to Establish Cash Change Fund

**WHEREAS**, the Board of Trustees of the Monroe County Public Library recognizes funds should be available for the purpose to make change when collecting cash revenues, as provided by IC 36-1-8-2; and

WHEREAS, an employee or officer of the Board has been named custodian of the fund; and

**WHEREAS**, such a fund is established by a warrant drawn on the appropriate fund in favor of the officer or employee, in an amount determined by the fiscal body, without need for appropriation to be made for it.

**NOW THEREFORE BE IT RESOLVED**, that the Board of Trustees of the Monroe County Public Library does hereby establish a cash change fund in the amount of \$ 630.00

Change Fund	
2nd Floor Register	100.00
Ellettsville Register	100.00
Storage Room - locked cabinet	80.00
Ellettsville - locked cabinet	50.00
Self Check #1	100.00
Self Check #2	100.00
Self Check #3	100.00

; and

**BE IT FURTHER RESOLVED**, that the cash change fund, will be operated in a manner consistent with IC 36-1-8-2 and the Indiana State Board of Accounts Accounting and Uniform Compliance Guidelines Manual for Libraries.

**DULY ADOPTED** by the Board of Trustees of the Monroe County Public Library at its regular meeting held on the  $18^{th}$  day of July, 2018 at which meeting a quorum was present.

NAY	AYE	
ATTEST:		
Secretary		

### Monroe County Public Library 2019 Budget

The financial plan for 2019 considers initiatives and ongoing services outlined as priorities in the Library's strategic direction 2018-2020. The 2019 budget plan provides support to meet these goals:

- Provide free, equitable, and convenient access to information.
- Support reading, 21<sup>st</sup> century literacy skills, and lifelong learning.
- Provide a safe and welcoming place for all.
- Promote a climate of civility, inclusiveness, and compassion.

Here is a comparison of the Operating Fund projected 2019 spending budget vs. the 2018 spending budget:

Operating Spending Budget	2019	2018	change	% change
Wages and Benefits	6,282,892	5,958,661	324,231	5.44%
Supplies	222,750	205,900	16,850	8.18%
Other Services and Charges less xfers	1,502,850	1,402,700	100,150	7.14%
LIRF transfer	-	154,000	(154,000)	-100.00%
Capital	1,052,500	1,019,500	33,000	3.24%
Operating Expense	9,060,992	8,740,761	320,231	3.66%

### **Wage and Benefit Assumptions**

Wages and benefits account for 69% of the 2019 budget. The estimated increase in the wages & benefits category for 2019 compared to the previous year is 5.44%. This includes a 12% overall increase for benefits including 15% for health insurance to support an increase in costs and a greater number of participants, a change in calculation for estimating less than 20-hour/wk position wages and annual staff salary increases of \$.75 or 2.75%. A final decision on the allocation of the increase between wages and cost of benefits will be made around the end of the year when we see what happens to the cost of health insurance.

### **2019 Revenue Summary**

The total Operating Fund revenue projection for 2019 is about \$8,882,000, an increase of about 3.2% compared to 2018 revenue projections. The property tax revenue projection is based on an increase of 3.4% - the estimated 2019 AVGQ. The Local Income Tax estimate is based on the 2018 LIT plus 3%. We should receive the final 2019 LIT figure soon. The other revenue lines which include fines, fees, and miscellaneous state tax revenue make up about 5% of the annual total operating fund revenue and they are based on the 2018 projections. (See Worksheet A.)

### **Budgeted Deficit – Expected Surplus**

Each year the Library maximizes budgeted revenue and spending authority by making annual increases in the operating fund as high as the AVGQ will allow. Budgeting at this level helps reduce the possibility of going back to the County Council for an additional appropriation should there be a spending need. We have been fortunate in the past few years and actual spending has been lower than budgeted spending which has allowed the Library to end the year with a budget surplus and accumulate funds for goals outside our normal operating expenses.

Here is a look at how actual 2017 results compared to the budget:

Analysis of Actual vs Budget Revenue a	nd Spending		
Year end 12-31-17	20	17	
	Budget	Actual	Variance
Operating Revenue			
Property Tax Receipts	6,183,389	6,245,881	62,492
Local Income Tax	2,198,787	2,198,787	-
Other Revenue	183,000	216,814	33,814
Sub T	8,565,176	8,661,483	96,307
<b>Operating Spending</b>			
Wages and Benefits	5,799,572	5,569,581	(229,991)
Supplies	198,350	148,862	(49,488)
Other Services and Charges less xfers	1,392,400	1,193,936	(198,464)
Capital	1,019,500	975,939	(43,561)
Operating Expense	8,409,822	7,888,318	(521,504)
Net Operating Reciepts	155,354	773,165	617,811

### **Minimum Cash Reserve Balance**

The library's minimum cash reserves are at about \$3 million which is about 30% of the total spending budget. We are using a guideline of one million dollars as the minimum cash reserves in each of these three funds - Operating, Rainy Day, and LIRF funds.

### 2020 and Beyond! - next page is a financial roadmap for bond planning

### **MCPL Financial Planning Overview**

### 2019-2021 General Obligation Bond Planning and Future Revenue and Expense Scenarios for new Branch Planning

The Current MCPL tax rate for debt levy is about 1 penny per \$100 of assessed value. The 2019 G O Bond renewal will remain the same.

The 2019 GOB project includes renovation and improvements to existing Library facilities, acquisition of library equipment, maintenance and improvements, and certain acquisition, design and construction costs for a new Library branch.

2019 Bond proceeds after bond related expenses would be around \$1,900,000. The anticipated debt levy would remain around \$685,000 per year.

### **Accumulated Funds projection July 2018**

	LIRF		Rain	y Day
12/31/17 balance	\$	3,448,986	\$	1,636,653
2018 transfer	\$	154,000	\$	346,141
less reserve balance	\$	(1,000,000)	\$	(1,000,000)
less Ell project	\$	(1,834,865)		
12/31/18 proj balance	\$	768,121	\$	982,794

#### **Bond Planning Scenario**

Future Bond planning maintains current tax rates and include both a longer term GOB for existing facility maintenance and equipment, and a long-term construction bond for new branch building costs.

#### **Proceeds from Facility**

Year	Proceed	s from GOB	Bond		Equipme	ent & IT	Facili	ty Maint & Impr.	New Br	anch Allocation
2019-2021	\$	1,900,000			\$	782,100	\$	449,700		\$668,200
2021 -2040*			\$	4,600,000					\$	4,600,000
2022-2027	\$	1,900,000			\$	950,000	\$	950,000		
2028-2033	\$	1,900,000			\$	950,000	\$	950,000		

<sup>\*</sup>date of issuance could be 2021 or 2022, dependent on decisions & timing for facility planning or construction

### **Funds Available for New Branch Project with these Scenarios**

projected 2018 year end LIRF balance	\$ 768,121 Maintains 1 million reserve
Projected 2018 year end Rainy Day balance	\$ 982,794 Maintains 1 million reserve
2019-2021 bond estimated branch allocation	\$ 668,200
2021 Facility Bond	\$ 4,600,000
2018 Net Operating receipts	\$ 700,000
2019 Net Operating receipts	\$ 700,000
2020 Net Operating receipts	\$ 700,000
2021 Net Operating receipts	\$ 700,000
FUNDS AVAILABLE	\$ 9,819,115

### Do You Have a Financial Roadmap to the Future?

By Paige E. Sansone, CPA, Partner, May 31, 2018



Many governmental units across Indiana, large and small, are facing financial challenges due to rising costs, declining revenues, lack of economic growth, and property tax losses due to Circuit Breaker Tax Credits and other legislative changes. All of these factors are changing the way we budget. Taking a short-term "fill-in-the-forms" approach to budgeting is no longer sufficient to the need. There is a greater urgency to extend planning horizons beyond one year and develop long-term cash flow projections to identify potential budget deficits and cash flow shortages before they occur.

Developing a three to five year comprehensive financial plan can provide your community with a financial road map to the future. The plan can be used as a tool to map out priorities and estimate the impact of increasing costs, changing revenue streams, and legislative mandates. It can define your government's financial position, predict receipts and disbursements, and identify potential funding gaps or investment opportunities. A comprehensive financial plan can provide the framework for developing financing plans for capital projects and better manage debt obligations.

### vision@umbaugh.com.

### **Accompanying Documents**

Worksheet A shows estimated revenue, expense, and cash balances, by fund.

Worksheet B includes line item expenditures for all four funds.

Worksheet C shows line item expenditures in the Operating Fund budget, compared to previous years.

Worksheet D provides narrative information about each fund and

### 2019 Budget - estimated revenue, expense, and cash balances 2018 Budget after

	Worksheet A		1782	2019 Estimates		
	Opera	ting Fund				
Asses. Val.		(	5,718,593,869	(	5,718,593,869	
INCOME						
	Property Tax 2019 - growth quotient =	1.03 estima	te			
	Property Tax	\$	6,027,482		6,232,416	
	Tax Cap adj	\$	(147,717)		(147,717)	
	County Option Income Tax	\$	2,286,738	\$	2,355,340	
	Commercial Vehicle Excise Tax	\$	44,226	\$	44,226	
	Financial Institutions Tax	\$	12,546	\$	12,546	
	License Excise	\$	202,579	\$	202,579	
	Fines/Fees	\$	150,000	\$	150,000	
	Other - meeting rooms/interest	\$	8,000	\$	8,000	
	Copier fees	\$	12,500	\$	12,500	
	Other - PLAC	\$	12,500	\$	12,500	
	٦	TOTAL \$	8,608,854	\$	8,882,391	
<b>EXPENSES</b>						
	Personnel Services	\$	5,958,661	\$	6,282,892	
	Supplies	\$	205,900	\$	222,750	
	Other Services/Charges	\$	1,402,700	\$	1,502,850	
	LIRF xfer	\$	154,000			
	Capital	\$	1,019,500	\$	1,052,500	
	TOTAL before encumb	rance	\$8,740,761		\$9,060,992	
FUND BALA	ANCE					
	Beginning	\$	1,045,913	\$	1,045,913	
	addl lirf xfer					
	Income less exp.			\$	(178,601)	
	Ending balance	\$	1,045,913	\$	867,312	

Worksheet A 7

### 2018 Budget after

	Worksheet A		1782	2	019 Estimates
	De	bt Service Fund	d		
INCOME					
	Property Tax	\$	534,862	\$	685,150
	Circuit Breaker				
	Commercial Vehicle Excise Tax		5,007		5,007
	Financial Institutions Tax		2,129		2,129
	License Excise		34,174		34,174
		TOTAL \$	576,172	\$	726,460
<b>EXPENSES</b>					
	Bond Payment	\$	688,500	\$	685,150
FUND BALA	NCE				
	Beginning	\$	122,993	\$	10,665
	Income less exp.	\$ \$ \$	(112,328)	\$	41,310
	Ending balance	\$	10,665	\$	51,975
	Library Imp	rovement Rese	erve Fund		
INCOME					
	Transfer	\$	154,000		
<b>EXPENSES</b>					
	Other Services/Charges	\$ \$	125,000	\$ \$	125,000
	Capital	\$	858,000	\$	897,000
		TOTAL	\$983,000		\$1,022,000
FUND BALA	NCE				
	Beginning	\$	3,448,986	\$	2,648,986
	addl approp	\$	(800,000)		
	cost	\$	(1,000,000)		
	Total	\$	2,648,986	\$	2,648,986

Worksheet A 8

### 2018 Budget after

	Worksheet A			1782	2	019 Estimates
		Rainy Day Fu	ınd			
INCOME EXPENSES	Transfer - repay					
	Other Services/Charges					
	Additional Appropriation					
	Capital					
		TOTAL				
FUND BALA	NCE					
	Beginning		\$	1,636,653	\$	1,982,774
	transfer 2017 surplus		\$	346,121		
	Renov					
	Total	-	\$	1,982,774	\$	1,982,774

Worksheet A

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SERVICE   FUNDS		2019	2019	2019	2019	2019
Personnel Services	2019 BUDGET	OPERATING	LIRF	RAINY DAY		TOTAL
SALARIES					SERVICE	FUNDS
1120 ADMINISTRATION						
1130 MANAGERS						
1140 LIBRARIANS, EXPERTS						
1150 SPECIALISTS   253,785   1160 ASSISTANTS-PARAPROFESSIONALS   822,255   1170 TECH / SECRETARIES   57,275   1180 -see "Other Wages" below   1190 BUILDING SERVICES-MAINT.   174,158   1200 BUILDING SERVICES-SECURITY   114,594   1280 PRODUCTION ASSISTANTS   19,422   1290 INFO ASST. / MATERIAL SUPPORT   451,487   1300 MATERIAL HANDLER   307,889   1320 TECHNICIANS   707AL SALARIES   4,660,271   - 4,660, 460,271   - 4,660, 460,271   - 4,660, 460,271   - 4,660, 460,271   - 5,600, 460,271   - 5,600, 460,271   - 5,600, 460,271   - 6,600, 460,271   - 6,600, 460,271   - 6,600, 460,271   - 6,600, 460,271   - 6,600, 460,271   - 6,600, 460,271   - 6,600, 460,271   - 6,600, 460,271   - 6,600, 460,271   - 6,600, 460,271   - 6,600, 460,271   - 6,600, 460,271   - 6,600, 460,271   - 6,600, 460,271   - 6,600, 460,271   - 6,600, 460,271   - 6,600, 460,271   - 6,600, 460,271   - 6,600, 460,271   - 6,600, 460,271   - 6,600, 460,271   - 6,600, 460,271   - 6,600, 460,271   - 6,600, 460,271   - 6,600, 460,271   - 6,600, 460,271   - 6,600, 460,271   - 6,600,271   - 6,600,271   - 6,600,271   - 6,600,271   - 6,600,271   - 6,600,271   - 6,600,271   - 6,600,271   - 6,600,271   - 6,600,271   - 6,600,271   - 6,600,271   - 6,600,271   - 6,600,271   - 6,600,271   - 6,600,271   - 6,600,271   - 6,600,271   - 6,600,271   - 6,600,271   - 6,600,271   - 6,600,271   - 6,600,271   - 6,600,271   - 6,600,271   - 6,600,271   - 6,600,271   - 6,600,271   - 6,600,271   - 6,600,271   - 6,600,271   - 6,600,271   - 6,600,271   - 6,600,271   - 6,600,271   - 6,600,271   - 6,600,271   - 6,600,271   - 6,600,271   - 6,600,271   - 6,600,271   - 6,600,271   - 6,600,271   - 6,600,271   - 6,600,271   - 6,600,271   - 6,600,271   - 6,600,271   - 6,600,271   - 6,600,271   - 6,600,271   - 6,600,271   - 6,600,271   - 6,600,271   - 6,600,271   - 6,600,271   - 6,600,271   - 6,600,271   - 6,600,271   - 6,600,271   - 6,600,271   - 6,600,271   - 6,600,271   - 6,600,271   - 6,600,271   - 6,600,271   - 6,600,271   - 6,600,271   - 6,600,271   - 6,600,271   - 6,600,271   - 6,600,2		, ,				
1160 ASSISTANTS-PARAPROFESSIONALS   822,255   1170 TECH / SECRETARIES   57,275   1180 -see "Other Wages" below   1190 BUILDING SERVICES-MAINT.   174,158   1200 BUILDING SERVICES-SECURITY   114,594   1280 PRODUCTION ASSISTANTS   19,422   1290 INFO ASST. / MATERIAL SUPPORT   451,487   1300 MATERIAL HANDLER   307,889   1320 TECHNICIANS   -						
1170 TECH / SECRETARIES   57,275   1180 -see "Other Wages" below   1190 BUILDING SERVICES-MAINT.   174,158   1200 BUILDING SERVICES-SECURITY   114,594   1280 PRODUCTION ASSISTANTS   19,422   1290 INFO ASST. / MATERIAL SUPPORT   451,487   1300 MATERIAL HANDLER   307,889   1320 TECHNICIANS   -	1150 SPECIALISTS	253,785				
1180 -see "Other Wages" below   1190 BUILDING SERVICES-MAINT.   174,158   1200 BUILDING SERVICES-SECURITY   114,594   1280 PRODUCTION ASSISTANTS   19,422   1290 INFO ASST. / MATERIAL SUPPORT   451,487   1300 MATERIAL HANDLER   307,889   1320 TECHNICIANS   -	1160 ASSISTANTS-PARAPROFESSIONALS					
1190 BUILDING SERVICES-MAINT.   174,158   1200 BUILDING SERVICES-SECURITY   114,594   1280 PRODUCTION ASSISTANTS   19,422   1290 INFO ASST. / MATERIAL SUPPORT   451,487   1300 MATERIAL HANDLER   307,889   1320 TECHNICIANS   -	1170 TECH / SECRETARIES	57,275				
1200 BUILDING SERVICES-SECURITY	1180 -see "Other Wages" below					
1280 PRODUCTION ASSISTANTS   19,422   1290 INFO ASST. / MATERIAL SUPPORT   451,487   1300 MATERIAL HANDLER   307,889   1320 TECHNICIANS   -	1190 BUILDING SERVICES-MAINT.	174,158				
1290 INFO ASST. / MATERIAL SUPPORT   451,487   1300 MATERIAL HANDLER   307,889   1320 TECHNICIANS   -   -   4,660,	1200 BUILDING SERVICES-SECURITY	114,594				
1300 MATERIAL HANDLER   307,889   1320 TECHNICIANS   -	1280 PRODUCTION ASSISTANTS	19,422				
1300 MATERIAL HANDLER   307,889   1320 TECHNICIANS   -	1290 INFO ASST. / MATERIAL SUPPORT	451,487				
1320 TECHNICIANS	1300 MATERIAL HANDLER					
EMPLOYEE BENEFITS       1210 EMPLOYER CONTRIBUTION/FICA       282,137         1220 UNEMPLOYMENT COMPENSATION       10,000         1230 EMPLOYER CONTRIBUTION/PERF       397,538         1235 EMPLOYEE CONTRIBUTION/PERF       108,563         1240 EMPLOYER CONT/INSURANCE       742,897         1250 EMPLOYER CONT/MEDICARE       64,286         TOTAL EMPLOYEE BENEFITS       1,605,421       -         OTHER WAGES       1310 WORKSTUDY       7,200         1180 TEMPORARY STAFF       10,000       -         1350 STIPEND       -       -         TOTAL OTHER WAGES       17,200       17,	1320 TECHNICIANS	_				
1210 EMPLOYER CONTRIBUTION/FICA   282,137   1220 UNEMPLOYMENT COMPENSATION   10,000   1230 EMPLOYER CONTRIBUTION/PERF   397,538   1235 EMPLOYEE CONTRIBUTION/PERF   108,563   1240 EMPLOYER CONT/INSURANCE   742,897   1250 EMPLOYER CONT/MEDICARE   64,286	TOTAL SALARIES	4,660,271		-	-	4,660,271
1210 EMPLOYER CONTRIBUTION/FICA   282,137   1220 UNEMPLOYMENT COMPENSATION   10,000   1230 EMPLOYER CONTRIBUTION/PERF   397,538   1235 EMPLOYEE CONTRIBUTION/PERF   108,563   1240 EMPLOYER CONT/INSURANCE   742,897   1250 EMPLOYER CONT/MEDICARE   64,286	EMPLOYEE BENEFITS					
1220 UNEMPLOYMENT COMPENSATION   10,000   1230 EMPLOYER CONTRIBUTION/PERF   397,538   1235 EMPLOYEE CONTRIBUTION/PERF   108,563   1240 EMPLOYER CONT/INSURANCE   742,897   1250 EMPLOYER CONT/MEDICARE   64,286		282 137				
1230 EMPLOYER CONTRIBUTION/PERF   397,538   1235 EMPLOYEE CONTRIBUTION/PERF   108,563   1240 EMPLOYER CONT/INSURANCE   742,897   1250 EMPLOYER CONT/MEDICARE   64,286						
1235 EMPLOYEE CONTRIBUTION/PERF   108,563     1240 EMPLOYER CONT/INSURANCE   742,897     1250 EMPLOYER CONT/MEDICARE   64,286						
1240 EMPLOYER CONT/INSURANCE   742,897     1250 EMPLOYER CONT/MEDICARE   64,286						
1250 EMPLOYER CONT/MEDICARE   64,286						
TOTAL EMPLOYEE BENEFITS       1,605,421       -       1,605,         OTHER WAGES       7,200       -       -         1180 TEMPORARY STAFF       10,000       -       -         1350 STIPEND       -       -       -         TOTAL OTHER WAGES       17,200       17,						
OTHER WAGES    1310 WORKSTUDY   7,200     1180 TEMPORARY STAFF   10,000     1350 STIPEND   -     TOTAL OTHER WAGES   17,200   17,				_		1 605 421
1310 WORKSTUDY	TOTAL EWIPLOTEE BENEFITS	1,003,421		<u> </u>		1,005,421
1310 WORKSTUDY	OTHER WAGES					
1180 TEMPORARY STAFF   10,000		7.200				
1350 STIPEND						
TOTAL OTHER WAGES 17,200 17,		-				
TOTAL PERSONNEL SERVICES (1000s) 6,282,892 - 6,282,		17,200				17,200
TOTAL PERSONNEL SERVICES (1000s) 6,282,892 - 6,282,						
	TOTAL PERSONNEL SERVICES (1000s)	6,282,892		-		6,282,892

		2019	2019	2019	2019	2019
	2019 BUDGET	OPERATING	LIRF	RAINY DAY	DEBT	TOTAL
					SERVICE	FUNDS
SUPPL	IES (2000s)					
OFF	ICE SUPPLIES					
	2110 OFFICIAL RECORDS	1,100				
	2120 STATIONERY & PRINTING	550				
	2130 OFFICE SUPPLIES	11,050				
	2140 DUPLICATING	60,250				
	2150 PROMOTIONAL MATERIALS	-				
TOT	AL OFFICE SUPPLIES	72,950		-		72,950
OPE	ERATING SUPPLIES					
	2210 CLEANING SUPPLIES	40,000				
	2220 FUEL, OIL, & LUBRICANTS	11,000				
	2230 CATALOGING SUPPLIES	7,500				
	2240 AUDIO VISUAL SUPPLIES	6,000				
	2250 CIRCULATION SUPPLIES	38,000				
	2260 LIGHT BULBS	10,000				
	2270 RECORDING MATERIALS - CATS	-				
	2280 UNIFORMS	1,900				
	2290 DISPLAY/EXHIBIT SUPPLIES	4,000				
ТОТ	AL OPERATING SUPPLIES	118,400		-		118,400
REP	PAIR & MAINTENANCE SUPPLIES	1				
	2300 IS SUPPLIES	7,500				
	2310 BUILDING MATERIALS & SUPPLIES	23,000				
	2315 ENERGY AUDIT SUPPLIES	-				
	2320 PAINT & PAINTING SUPPLIES	900				
	2340 OTHER REPAIR & BINDING	-				
	2350 RECORDING EQUIP SUPPLIES - CATS	-				
ТОТ	AL REPAIR & MAINTENANCE SUPPLIES	31,400				31,400
TOTAL	L SUPPLIES (2000s)	222,750		_		222,750
	2007 1 2:20 (2000)	222,100				222,100
	R SERVICES/CHARGES (3000s)					
PRC	FESSIONAL SERVICES					
	3110 CONSULTING SERVICES	11,000		20,000		

	2019	2019	2019	2019	2019
2019 BUDGET	OPERATING	LIRF	RAINY DAY	DEBT	TOTAL
				SERVICE	FUNDS
3120 ENGINEERING/ARCHITECTURAL	7,000		20,000		
3130 LEGAL SERVICES	18,000		20,000		
3140 BUILDING SERVICES	40,000				
3150 MAINTENANCE CONTRACTS	207,600				
3160 OCLC & COMPUTER SERVICES	83,500				
3170 ADMIN/ACCOUNTING SERVICES	70,000				
3175 COLLECTION AGENCY SERVICE	18,000				
TOTAL PROFESSIONAL SERVICES	455,100	-	60,000		515,100
COMMUNICATION & TRANSPORTATION					
3210 TELEPHONE	31,800				
3220 POSTAGE	20,000				
3230 TRAVEL EXPENSE	_				
3240 PROFESSIONAL MEETINGS	30,000				
3250 CONTINUING EDUCATION	-				
3260 FREIGHT & DELIVERY	1,900				
TOTAL COMMUNICATION & TRANSPORTATION	83,700				83,700
PRINTING & ADVERTISING					
3310 ADVERTISING & PUBLICATION	3,600				
3320 PRINTING					
TOTAL PRINTING & ADVERTISING	3,600				3,600
INSURANCE					
3410 OFFICIAL BOND	700				
3420 OTHER INSURANCE	106,000				
TOTAL INSURANCE	106,700				106,700
UTILITIES	+				
3510 GAS	4,450				
3520 ELECTRICITY	353,000				
3530 WATER	30,000				
TOTAL UTILITIES	387,450				387,450
REPAIR & MAINTENANCE					
	20,000	425.000	25.000		
3610 BUILDING REPAIR	29,000	125,000	25,000		

	2019	2019	2019	2019	2019
2019 BUDGET	OPERATING	LIRF	RAINY DAY	DEBT	TOTAL
				SERVICE	FUNDS
3630 OTHER REPAIR	16,000				
3640 VEHICLE REPAIR & MAINTENANCE	16,000				
3650 MATERIALS BINDING/REPAIR	1,500				
TOTAL REPAIR & MAINTENANCE	62,500	125,000	25,000		212,500
RENTALS					
3710 REAL ESTATE RENTAL/BOND PMT.	35,200			685,150	
3720 EQUIPMENT RENTAL	-				
TOTAL RENTALS	35,200			685,150	720,350
OTHER CHARGES					
OTHER CHARGES  3845 ELEC. RECOURCES-DATABASES	190,000				
3846 E-BOOKS	150,000				
3910 DUES/INSTITUTIONAL	8,600				
3920 INTEREST/TEMPORARY LOAN	8,600				
3930 TAXES & ASSESSMENTS	-				
3940 TRANSFER TO LIRF	-				
3944 CATS SUBSIDY	15,000				
3945 TRANSFER TO RAINY DAY	15,000				
3950 EDUCATIONAL LICENSING/SERVICES	5,000				
TOTAL OTHER CHARGES	368,600				368,600
TOTAL OTHER SERVICES/CHARGES (3000s)	1,502,850	125,000	85,000	685,150	2,398,000
CAPITAL OUTLAY (4000s)					
FURNITURE & EQUIPMENT					
4410 FURNITURE	10,000	25,000	25,000		
4420 AUDIO VISUAL EQUIPMENT	-		,		
4430 OTHER EQUIPMENT	19,000	125,000	25,000		
4440 LAND & BUILDINGS	-	•	,		
4450 BUILDING RENOVATION -	5,000	747,000	15,000		
4460 IS EQUIPMENT		,	-,		
4465 IS SOFTWARE	1 -1				
4470 EQUIPMENT - CATS	1 -1				
4475 SOFTWARE - CATS	-1				
TOTAL FURNITURE & EQUIPMENT	34,000	897,000	65,000		996,000
					·

				2019	2019	2019	2019	2019
		2019 BUDGET		OPERATING	LIRF	RAINY DAY	DEBT	TOTAL
							SERVICE	FUNDS
	OTH	ER CAPITAL OUTLAY						
		4510 BOOKS		602,500				
		4520 PERIODICIALS & NEWSPAPERS		43,000				
		4530 NONPRINT MATERIALS		340,000				
		to get to 15%		33,000				
		4540 ELECTRONIC RESOURCES		-				
	TOTA	AL OTHER CAPITAL OUTLAY		1,018,500				1,018,500
				14.99%				
TOTAL CAPITAL OUTLAY		1,052,500	897,000	65,000		2,014,500		
L								
	_	TOTAL EXPENDITURES 2019		9,060,992	1,022,000	150,000	685,150	10,918,142
		TOTAL BUDGET 2018		8,740,761	983,000	150,000	685,150	10,558,911
		Increase from 2018		3.66%	3.97%	0.00%	0.00%	3.40%

Worksheet B

### MONROE COUNTY PUBLIC LIBRARY 2019 BUDGET COMPARISON

	2019 BUDGET C	OMPARISON			
Worksheet C		2019	2018	2017	2016
		BUDGET	BUDGET	ACTUAL	ACTUAL
PERSONNEL SERVICES	S (1000'S)				
SALARIES					
	1120 ADMINISTRATION	200,655	195,284	190,058	123,262
	1130 MANAGERS	1,190,772	1,094,982	1,068,125	902,239
	1140 LIBRARIANS, EXPERTS	1,067,979	1,086,833	982,699	1,043,051
	1150 SPECIALISTS	253,785	239,503	209,536	369,085
	1160 ASSISTANTS-PARAPROFESSIONALS	822,255	790,119	784,145	596,084
	1170 TECH / SECRETARIES	57,275	64,350	61,479	105,021
	1180 -see "Other Wages" below	, -	,	, -	, -
	1190 BUILDING SERVICES-MAINT.	174,158	166,261	157,241	216,767
	1200 BUILDING SERVICES-SECURITY	114,594	114,858	107,913	71,000
	1280 PRODUCTION ASSISTANTS	19,422	19,396	19,282	11,557
	1290 INFO ASST. / MATERIAL SUPPORT	451,487	437,850	404,069	306,637
	1300 MATERIAL HANDLER	307,889	230,000	233,139	142,310
	1320 TECHNICIANS	· -	· -	5,740	9,753
TOTAL SALARIES		4,660,271	4,439,437	4,223,426	3,896,766
EMPLOYEE BENEF	SITS				
EWII EO LEE BEINEI	1210 EMPLOYER CONTRIBUTION/FICA	282,137	277,793	253,885	232,449
	1220 UNEMPLOYMENT COMPENSATION	10,000	10,000	200,000	202,110
	1230 EMPLOYER CONTRIBUTION/PERF	397,538	386,003	358,123	357,313
	1235 EMPLOYEE CONTRIBUTION/PERF	108,563	103,394	95,647	95,921
	1240 EMPLOYER CONT/INSURANCE	742,897	662,572	571,803	551,867
	1250 EMPLOYER CONT/MEDICARE	64,286	62,462	61,218	54,363
		0.,200	<u> </u>	0.,2.0	3.,000
TOTAL EMPLOYEE	BENEFITS	1,605,421	1,502,224	1,340,676	1,291,913
OTHER WAGES					
OTTER WAGES	1310 WORKSTUDY	7,200	7,000	2,709	1,994
	1180 TEMPORARY STAFF	10,000	10,000	2,770	-
	1350 STIPEND/RECLASSIFICATION		.0,000	2,110	
TOTAL OTHER WA	GES	17,200	17,000	5,479	1,994
TOTAL OTTILIT WA	_	17,200	17,000	5,413	1,334
TOTAL PERSONNEL SE	ERVICES	6,282,892	5,958,661	5,569,581	5,190,673
	· · · <del>· -</del> -	69.34%	68.17%	60.24%	63.12%
		30.0.70	30	30.2	33=70

Worksheet C	201 BUDG		2017 ACTUAL	2016 ACTUAL
SUPPLIES (2000'S) OFFICE SUPPLIES				
2110 OFFICIAL RECC 2120 STATIONERY & 2130 OFFICE SUPPLI 2140 DUPLICATING 2150 PROMOTIONAL	PRINTING ES	1,100 1,100 550 400 11,050 11,150 60,250 51,450	635 7,887	46 517 6,633 42,493
TOTAL OFFICE SUPPLIES		72,950 64,100	53,658	49,688
OPERATING SUPPLIES  2210 CLEANING SUP  2220 FUEL, OIL, & LU  2230 CATALOGING S  2240 A/V SUPPLIES-C  2250 CIRCULATION S  2260 LIGHT BULBS  2270 VIDEOTAPE - C,  2280 UNIFORMS  2290 DISPLAY/EXHIB	BRICANTS UPPLIES-BOOKS CATALOGING UPPLIES ATS	40,000 40,000 11,000 9,000 7,500 6,000 6,000 6,000 38,000 32,500 10,000 12,000 1,900 1,900 4,000 4,000	7,506 7,363 4,001 34,085 5,056	31,808 5,358 4,510 4,602 29,351 8,508 1,352 1,646
TOTAL OPERATING SUPPLIES	1	18,400 111,400	82,007	87,134
REPAIR & MAINTENANCE SUPPLIES 2300 IS SUPPLIES 2310 BUILDING MATE 2315 ENERGY AUDIT 2320 PAINT & PAINTI 2340 OTHER REPAIR 2350 VIDEO MATERIA	MATERIALS NG SUPPLIES & BINDING	7,500 6,500 23,000 23,000 900 900	7,381	5,647 19,059 898
TOTAL REPAIR & MAINTENANCE SUPPLII	ES	31,400 30,400	13,197	25,604
TOTAL SUPPLIES	2	22,750 205,900	148,862	162,426

OTHER SERVICES/CHARGES (3000'S)

Worksheet C		2019 BUDGET	2018 BUDGET	2017 ACTUAL	2016 ACTUAL
PROFESSIONAL S	FRVICES	DODOLI	DODOLI	ACTUAL	ACTOAL
11(01 20010101012	3110 CONSULTING SERVICES	11,000	11,000	5,316	2,308
	3120 ENGINEERING/ARCHITECTURAL	7,000	7,000	-	-
	3130 LEGAL SERVICES	18,000	18,000	10,349	12,912
	3140 BUILDING SERVICES	40,000	40,000	18,722	30,660
	3150 MAINTENANCE CONTRACTS	207,600	170,500	162,197	138,169
	3160 COMPUTER SERVICES (OCLC)	83,500	74,000	64,829	62,047
	3170 ADMIN/ACCOUNTING SERVICES	70,000	59,000	31,898	41,865
	3175 COLLECTION AGENCY SERVICES	18,000	18,000	11,698	17,112
		. 0,000	.0,000	,	,
TOTAL PROFESSION	ONAL SERVICES	455,100	397,500	305,009	305,073
COMMUNICATION	& TRANSPORTATION				
	3210 TELEPHONE	31,800	31,400	19,814	21,981
	3220 POSTAGE	20,000	19,000	13,469	15,945
	3230 TRAVEL EXPENSE		-	575	2,719
	3240 PROFESSIONAL MTG. (OFF-SITE)	30,000	30,000	10,043	2,612
	3250 CONTINUTING ED. (0N-SITE)		-	1,569	
	3260 FREIGHT & DELIVERY	1,900	1,400	1,085	2,064
TOTAL COMMUNIC	CATION & TRANSPORTATION	83,700	81,800	46,555	45,322
	DTICINO				
PRINTING & ADVE		0.000	2.400	0.540	4.040
	3310 ADVERTISING & PUBLICATION	3,600	3,100	2,549	1,948
	3320 PRINTING		250	3,941	860
TOTAL PRINTING	& ADVERTISING	3,600	3,350	6,490	2,808
INCLIDANCE					
INSURANCE	2440 OFFICIAL BOND	700	000	054	450
	3410 OFFICIAL BOND 3420 OTHER INSURANCE	700	600	654	450
	3420 OTHER INSURANCE	106,000	92,500	90,112	71,831
TOTAL INSURANC	E	106,700	93,100	90,766	72,281
UTILITIES					
UTILITIES	3510 GAS	4,450	4,450	2,338	2,916
	3520 ELECTRICITY	353,000	332,000	285,575	280,803
	3530 WATER	30,000	29,000	23,122	21,582
	JUJU WATER	30,000	28,000	۷۵,۱۷۷	21,002

Worksheet C 17

Worksheet C		2019 BUDGET	2018 BUDGET	2017 ACTUAL	2016 ACTUAL
TOTAL UTILITIES		387,450	365,450	311,035	305,300
REPAIR & MAINTE	NANCE				
	3610 BUILDING REPAIR 3630 OTHER EQUIP/FURNITURE REPAIRS 3640 VEHICLE REPAIR & MAINTENANCE 3650 MATERIAL BINDING/REPAIR SERV.	29,000 16,000 16,000 1,500	29,000 16,000 14,000 1,500	13,627 4,935 10,036 437	32,752 5,635 11,455 932
TOTAL REPAIR & N	MAINTENANCE	62,500	60,500	29,035	50,774
RENTALS	3710 REAL ESTATE RENTAL/BOND PMT. 3720 EQUIPMENT RENTAL	35,200	34,000	27,361	23,290
TOTAL RENTALS		35,200	34,000	27,754	23,290
OTHER CHARGES					
	3845 ELEC. RECOURCES-DATABASES 3846 E-BOOKS 3910 DUES/INSTITUTIONAL 1004 MISCELLANEOUS	190,000 150,000 8,600	190,000 150,000 7,500	154,757 200,914 6,684	143,414 131,298 5,617
	3920 INTEREST/TEMPORARY LOAN 3930 TAXES & ASSESSMENTS		2,000	-	-
	3940 TRANSFER TO LIRF 3944 CATS SUBSIDY 3945 TRANSFER TO ANOTHER FUND	15,000	154,000 13,000	1,356,978 12,023 200	785,000
	3950 EDUCATIONAL SERV/LICENSING	5,000	4,500	2,714	3,688
TOTAL OTHER CH	ARGES	368,600	521,000	1,734,270	1,069,017
TOTAL OTHER SERVIC	ES/CHARGES	1,502,850	1,556,700	2,550,914	1,873,866
CAPITAL OUTLAY (400) FURNITURE & EQU		10,000	10,000	630	16,574

Worksheet C 18

Worksheet C	4430 OTHER EQUIPMENT	2019 BUDGET 19,000	2018 BUDGET 19,000	2017 ACTUAL 1,123	2016 ACTUAL 16,453
	4440 LAND & BUILDINGS 4450 BUILDING RENOVATIONS 4460 IS EQUIPMENT 4465 IS SOFTWARE 4470 EQUIPMENT - CATS 4475 SOFTWARE - CATS	5,000	5,000	2,275 329	1,607
TOTAL FURNITUR	RE & EQUIPMENT	34,000	34,000	4,357	34,634
OTHER CAPITAL	OUTLAY				
	4510 BOOKS	602,500	582,000	584,143	570,167
	4520 PERIODICIALS & NEWSPAPERS	43,000	43,000	37,311	42,548
	4530 NONPRINT MATERIALS	340,000	340,000	350,128	348,739
	to get to 15%	33,000	20,500	-	-
	4540 ELECTRONIC RESOURCES		-	-	
TOTAL OTHER CA	APITAL OUTLAY	1,018,500	985,500	971,582	961,455
		14.99%	15.16%	14.36%	15.03%
TOTAL CAPITAL OUTL	AY	1,052,500	1,019,500	975,939	996,088
TOTAL OPERATING E	XPENDITURES	9,060,992	8,740,761	9,245,296	8,223,054
		transfer	154,000.00	1,356,978	580,000.00
		less transfer	8,586,761	7,888,318	7,643,054

Worksheet C 19

# Monroe County Public Library 2019 Budget: Line Item Detail Narrative Updated July 6, 2018

### **OPERATING FUND**

(Income for this fund comes from a property tax levy, County Option Income Tax (COIT), Financial Institutions Tax, License Excise Tax, Commercial Vehicle Excise Tax, and non-tax revenue from copiers, fines, fees, Public Library Access Card reimbursements.)

<u>Line</u>	<u>Comment</u>
1120-1320	The 2019 wage projection is based on an estimated 2.75% increase in wages and benefits from the previous year budget. The allocation of the increase will depend on health insurance cost (1240).
1180	Small reserve fund set aside in order to address temporary staffing shortages.
1210	FICA = 6.2% of total wages
1220	The library is self-insuring for unemployment insurance. This amount is appropriated to cover any claims during 2019.
1230	The rate that the library contributes for full-time employees to the Indiana Public Employees Retirement System for the employer contribution is 11.2% in 2019.  PERF Hybrid plan (traditional) - normal cost 3.4%, unfunded liability 7.8% for 2019.  My Choice (new option) — normal cost 4.2%, supplemental cost 7.0%
1235	The library contributes 3% of wages for full-time employees to the Indiana Public Employees Retirement System for the employee contribution.
1240	Employer contribution to health insurance is estimated at a 15% rate increase.
1310	Wages for temporary staff, including work-study students.
3110-3120	Consulting and engineering fees are in the budget as a placeholder.
3630	Funds allocated for equipment repair and for repair and replacement of chairs for patrons and staff.
3940	Transfer to LIRF for future facility needs.
4510-4540	Collection materials expenditures equal 15% of Operating Fund budget (including 3845

and 3846) to continue to meet State Standards for materials expenditures at the enhanced level.

### **LIBRARY IMPROVEMENT RESERVE FUND (LIRF)**

(This fund derives income from end-of-year transfers from the Operating Fund and can only be used for capital expenditures.)

3610	Appropriated in case of emergency building repairs exceeding amount appropriated in Operating Fund.
4430	Appropriated for unexpected equipment replacement expenditures.
4450	Appropriated for unexpected building needs.

### **RAINY DAY FUND**

(This fund derives income from unanticipated revenue from COIT and can be spent on any category allowed by the Operating Fund.)

3110 - 3130	Appropriated to cover unexpected need for consultant, engineering, or legal services.
3610	Appropriated to cover emergency building repairs exceeding amount appropriated in Operating Fund.
4410 - 4430	Appropriated in case of unanticipated need for furniture or equipment.
4450	Appropriated for unexpected building needs.

### **DEBT SERVICE FUND**

(This fund derives its income from a separate property tax levy and can only be spent to pay off bond indebtedness.)

First year payment on 2019-2021 general obligation bond.



### TIMETABLE AND CHECKLIST \$2,000,000

### MONROE COUNTY PUBLIC LIBRARY GENERAL OBLIGATION BONDS, SERIES 2018

<u>Date</u>	Action*
July 18, 2018	Meeting of the Library Board of Trustees to (i) authorize the issuance of the Bonds, and (ii) introduce Appropriation Resolution and set date for public hearing on additional appropriation of Bond proceeds
July 19, 2018	Forward notice of public hearing on additional appropriation of Bond proceeds and notice of determination to issue Bonds to <i>The Herald-Times</i> and the <i>Ellettsville Journal</i>
July 25, 2018	Notice of public hearing on additional appropriation of Bond proceeds (at least 10 days prior to hearing) and notice of determination to issue Bonds published (first time) in <i>The Herald-Times</i> and the <i>Ellettsville Journal</i> ; notice of determination to issue Bonds posted in 3 public places
August 1, 2018	Notice of public hearing on additional appropriation of Bond proceeds and notice of determination to issue Bonds published (second time) in <i>The Herald-Times</i> and the <i>Ellettsville Journal</i>
August 14, 2018	Meeting of the County Council to adopt resolution approving issuance of Bonds
August 15, 2018	Library Board of Trustees meets to hold public hearing on additional appropriation and adopt appropriation resolution
September 2018	Financial Advisor completes Preliminary Official Statement; if rating will be requested for the Bonds, rating process completed
Late September/Early October 2018	Forward notice of intent to sell Bonds to <i>The Herald-Times</i> , the <i>Ellettsville Journal</i> and the <i>Court &amp; Commercial Record</i>
October 17, 2018	Notice of intent to sell Bonds published in <i>The Herald-Times</i> , the <i>Ellettsville Journal</i> and the <i>Court &amp; Commercial Record</i> (first time)
October 24, 2018	Notice of intent to sell Bonds published in <i>The Herald-Times</i> , the <i>Ellettsville Journal</i> and the <i>Court &amp; Commercial Record</i> (second time)

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<sup>\*</sup> Actions assume General Obligation Bonds in the amount of \$5,000,000 or less.



October 31, 2018

Deadline for underwriters/financial institutions to submit notice of

interest; 24-hour notice of sale given

November 1, 2018 Bond sale; closing documents prepared/circulated for signature

November 15, 2018 Closing

### **Assumptions:**

All bodies comply with Indiana Open Door Law. Actions Assume General Obligation Bonds of \$5,000,000 or less.

### **Bond Counsel Contact Information:**

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Dennis H. Otten

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### **BOND RESOLUTION**

WHEREAS, Monroe County Public Library (the "Issuer" or "Library") is a library organized and existing under the provisions of IC 36-12-2; and

WHEREAS, the Board of Trustees finds that the present facilities of the Library will need renovation and improvement in order to provide the proper library services to its patrons; and

WHEREAS, the Board finds that there are not sufficient funds available or provided for in existing tax levies with which to pay the total cost of the renovation of and improvements to the existing Library facilities including the acquisition of certain library equipment, including information technology equipment, and certain maintenance and improvements to the existing Library facilities, together with certain acquisition, design and construction costs for a new Library branch facility and certain other related improvements (collectively, the "Project") and that the Library should issue bonds in an amount of not to exceed Two Million Dollars (\$2,000,000) for the purpose of providing funds to be applied on the Project; and

WHEREAS, the Library has been advised that the total cost of the Project authorized herein will not exceed the lesser of: (i) \$5,000,000; or (ii) the greater of (a) one percent (1%) of the total gross assessed value of property within the Library district on the last assessment date, or (b) \$1,000,000 and, therefore, the bonds will not be issued to fund a controlled project, as defined in IC 6-1.1-20-1.1; and

WHEREAS, the net assessed valuation of taxable property in the Library district, as shown in the last final and complete assessment which was made in the year 2017 for state and county taxes collectible in the year 2018 is \$6,857,203,562 and there is \$340,000 of outstanding indebtedness of the Library district for constitutional debt purposes (excluding the bonds authorized herein); such assessment and outstanding indebtedness amounts shall be verified at the time of the payment for and delivery of the bonds; now, therefore; and

WHEREAS, Section 1.150-2 of the Treasury Regulations on Income Tax (the "Reimbursement Regulations") specifies conditions under which a reimbursement allocation may be treated as an expenditure of bond proceeds, and the Issuer intends by this resolution to qualify amounts advanced by the Issuer to the Project for reimbursement from proceeds of the bonds in accordance with the requirements of the Reimbursement Regulations; and

BE IT RESOLVED by the Board of Trustees of the Issuer that, for the purpose of obtaining funds to be applied on the cost of the Project and reimbursement to the Issuer for preliminary expenses incurred on the Project prior to the issuance of the Bonds (as hereinafter defined), there shall be issued and sold the negotiable, general obligations of the Library to be designated as "General Obligation Bonds, Series 2018" (the "Bonds"). Said Bonds shall be in the principal amount of not to exceed Two Million Dollars (\$2,000,000), bearing interest at a rate or rates not exceeding five percent (5.00%) per annum (the exact rate or rates to be determined by bidding), which interest shall be payable on July 15, 2019, and semi-annually thereafter on January 15 and July 15 in each year. Interest on the Bonds shall be calculated

according to a 360-day year containing twelve 30-day months. The Bonds shall be fully registered in the denomination of Five Thousand Dollars (\$5,000) or integral multiples thereof (or other denominations as requested by the winning bidder), and shall mature or be subject to mandatory redemption on January 15 and July 15 beginning on July 15, 2019 through not later than January 15, 2023.

All or a portion of the Bonds may be issued as one or more term Bonds, upon election of the successful bidder. Such term Bonds shall have a stated maturity or maturities as determined by the successful bidder or by negotiation with the purchaser, but in no event later than the last serial date of the Bonds as determined in accordance with the above paragraph. The term Bonds shall be subject to mandatory sinking fund redemption and final payment(s) at maturity at 100% of the principal amount thereof, plus accrued interest to the redemption date, on dates and in the amounts hereinafter determined in accordance with the above paragraph.

The original date shall be the date of delivery of the Bonds. The authentication certificate shall be dated when executed by the Registrar and Paying Agent.

Interest shall be paid from the interest payment date to which interest has been paid next preceding the date of authentication unless the Bond is authenticated on or before the fifteenth day immediately preceding the first interest payment date, in which case interest shall be paid from the original date, or unless the Bond is authenticated after the fifteenth day immediately preceding an interest payment date and on or before such interest payment date, in which case interest shall be paid from such interest payment date.

Interest shall be payable by check mailed one business day prior to the interest payment date to the person in whose name the Bonds are registered on the Bond register maintained at the corporate trust office of The Huntington National Bank (the "Registrar and Paying Agent") or successor registrar and paying agent, as of the fifteenth day immediately preceding such interest payment date or by wire transfer of immediately available funds on the interest payment date to the depositories shown as registered owners. Principal of the Bonds shall be payable upon presentation of the Bonds at the corporate trust office of the Registrar and Paying Agent in lawful money of the United States of America or by wire transfer of immediately available funds to depositories who present the Bonds to the Registrar and Paying Agent at least two business days prior to the payment date. The Bonds are transferable by the registered owner at the principal corporate trust office of the Registrar and Paying Agent upon surrender and cancellation of a Bond and on presentation of a duly executed written instrument of transfer, and thereupon a new Bond or Bonds of the same aggregate principal amount and maturity and in authorized denominations will be issued to the transferee or transferees in exchange therefor. The Bonds may be exchanged upon surrender at the corporate trust office of the Registrar and Paying Agent, duly endorsed by the registered owner for the same aggregate principal amount of Bonds of the same maturity in authorized denominations as the owner may request.

The Issuer agrees that on or before the fifth business day immediately preceding any payment date, it will deposit with the Registrar and Paying Agent funds in an amount equal to

the principal of, premium, if any, and interest on the Bonds which shall become due on the next payment date.

The Issuer has preliminarily determined that the Bonds shall be held by a central depository system pursuant to an agreement between the Issuer and The Depository Trust Company, and have transfers of the Bonds effected by book-entry on the books of the central depository system (unless otherwise requested by the winning bidder). The Bonds are expected to be initially issued in the form of a separate single authenticated fully registered Bond for the aggregate principal amount of each separate maturity of the Bonds. Upon initial issuance, the ownership of such Bonds is expected to be registered in the register kept by the Registrar in the name of CEDE & CO., as nominee of The Depository Trust Company. However, upon the successful bidder's request, the Bonds may be delivered and held by physical delivery as an alternative to The Depository Trust Company.

With respect to the Bonds registered in the register kept by the Paying Agent in the name of CEDE & CO., as nominee of The Depository Trust Company, the Issuer and the Paying Agent shall have no responsibility or obligation to any other holders or owners (including any beneficial owner ("Beneficial Owner") of the Bonds with respect to (i) the accuracy of the records of The Depository Trust Company, CEDE & CO., or any Beneficial Owner with respect to ownership questions, (ii) the delivery to any Bondholder (including any Beneficial Owner) or any other person, other than The Depository Trust Company, of any notice with respect to the Bonds including any notice of redemption, or (iii) the payment to any Bondholder (including any Beneficial Owner) or any other person, other than The Depository Trust Company, of any amount with respect to the principal of, or premium, if any, or interest on the Bonds except as otherwise provided herein.

No person other than The Depository Trust Company shall receive an authenticated Bond evidencing an obligation of the Issuer to make payments of the principal of and premium, if any, and interest on the Bonds pursuant to this Resolution. The Issuer and the Registrar and Paying Agent may treat as and deem The Depository Trust Company or CEDE & CO. to be the absolute Bondholder of each of the Bonds for the purpose of (i) payment of the principal of and premium, if any, and interest on such Bonds; (ii) giving notices of redemption and other notices permitted to be given to Bondholders with respect to such Bonds; (iii) registering transfers with respect to such Bonds; (iv) obtaining any consent or other action required or permitted to be taken of or by Bondholders; (v) voting; and (vi) for all other purposes whatsoever. The Paying Agent shall pay all principal of and premium, if any, and interest on the Bonds only to or upon the order of The Depository Trust Company, and all such payments shall be valid and effective fully to satisfy and discharge the Issuer's and the Paying Agent's obligations with respect to principal of and premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. Upon delivery by The Depository Trust Company to the Issuer of written notice to the effect that The Depository Trust Company has determined to substitute a new nominee in place of CEDE & CO., and subject to the provisions herein with respect to consents, the words "CEDE & CO." in this Resolution shall refer to such new nominee of The Depository Trust Company. Notwithstanding any other provision hereof to the contrary, so long as any Bond is registered in the name of CEDE & CO. as nominee of The Depository Trust Company, all payments with respect to the principal of and premium, if any, and interest on such Bonds and all notices with respect to such Bonds shall be made and given, respectively, to The Depository Trust Company as provided in a representation letter from the Issuer to The Depository Trust Company.

Upon receipt by the Issuer of written notice from The Depository Trust Company to the effect that The Depository Trust Company is unable or unwilling to discharge its responsibilities and no substitute depository willing to undertake the functions of The Depository Trust Company hereunder can be found which is willing and able to undertake such functions upon reasonable and customary terms, then the Bonds shall no longer be restricted to being registered in the register of the Issuer kept by the Registrar in the name of CEDE & CO., as nominee of The Depository Trust Company, but may be registered in whatever name or names the Bondholders transferring or exchanging Bonds shall designate, in accordance with the provisions of this Resolution.

If the Issuer determines that it is in the best interest of the Bondholders that they be able to obtain certificates for the fully registered Bonds, the Issuer may notify The Depository Trust Company and the Registrar, whereupon The Depository Trust Company will notify the Beneficial Owners of the availability through The Depository Trust Company of certificates for the Bonds. In such event, the Registrar shall prepare, authenticate, transfer and exchange certificates for the Bonds as requested by The Depository Trust Company and any Beneficial Owners in appropriate amounts, and whenever The Depository Trust Company requests the Issuer and the Registrar to do so, the Registrar and the Issuer will cooperate with The Depository Trust Company by taking appropriate action after reasonable notice (i) to make available one or more separate certificates evidencing the fully registered Bonds of any Beneficial Owner's Depository Trust Company account or (ii) to arrange for another securities depository to maintain custody of certificates for and evidencing the Bonds.

If the Bonds shall no longer be restricted to being registered in the name of a depository trust company, the Registrar shall cause the Bonds to be printed in blank in such number as the Registrar shall determine to be necessary or customary; provided, however, that the Registrar shall not be required to have such Bonds printed until it shall have received from the Issuer indemnification for all costs and expenses associated with such printing.

In connection with any notice or other communication to be provided to Bondholders by the Issuer or the Registrar with respect to any consent or other action to be taken by Bondholders, the Issuer or the Registrar, as the case may be, shall establish a record date for such consent or other action and give The Depository Trust Company notice of such record date not less than fifteen (15) calendar days in advance of such record date to the extent possible.

So long as the Bonds are registered in the name of The Depository Trust Company or CEDE & CO. or any substitute nominee, the Issuer and the Registrar and Paying Agent shall be entitled to request and to rely upon a certificate or other written representation from the Beneficial Owners of the Bonds or from The Depository Trust Company on behalf of such Beneficial Owners stating the amount of their respective beneficial ownership interests in the Bonds and setting forth the consent, advice, direction, demand or vote of the Beneficial Owners as of a record date selected by the Registrar and The Depository Trust Company, to

the same extent as if such consent, advice, direction, demand or vote were made by the Bondholders for purposes of this Resolution and the Issuer and the Registrar and Paying Agent shall for such purposes treat the Beneficial Owners as the Bondholders. Along with any such certificate or representation, the Registrar may request The Depository Trust Company to deliver, or cause to be delivered, to the Registrar a list of all Beneficial Owners of the Bonds, together with the dollar amount of each Beneficial Owner's interest in the Bonds and the current addresses of such Beneficial Owners.

The Paying Agent may at any time resign as Paying Agent by giving thirty (30) days written notice to the Library and to each registered owner of the Bonds then outstanding, and such resignation will take effect at the end of such thirty (30) days or upon the earlier of appointment of a successor Paying Agent by the Library. Such notice to the Library may be served personally or be sent by first-class or registered mail. The Paying Agent may be removed at any time as Paying Agent by the Library, in which event the Issuer may appoint a successor Paying Agent. The Paying Agent shall notify each registered owner of the Bonds then outstanding of the removals of the Paying Agent. Notices to registered owners of the Bonds shall be deemed to be given when mailed by first-class mail to the addresses of such registered owners as they appear on the registration record. Any predecessor Paying Agent shall deliver all the Bonds, cash and investments related thereto in its possession and the registration record to the successor Paying Agent. At all times, the same entity shall serve as Registrar and Paying Agent.

The full faith and credit of the Library are hereby irrevocably pledged to the punctual payment of the principal of and the interest on the Bonds according to their terms. In order to provide for the payment of the principal of and interest on the Bonds, there shall be levied in each year upon all taxable property in the Library district, real and personal, and collected a tax in an amount and in such manner sufficient to meet and pay the principal of and interest on the Bonds as they become due, and the proceeds of this tax are hereby pledged solely to the payment of the Bonds. Such tax shall be deposited into the Library's Debt Service Fund and used to pay the principal of and interest on the Bonds, when due, together with any fiscal agency charges. If the funds deposited into the Debt Service Fund are then insufficient to meet and pay the principal of and interest on the Bonds as they become due, then the Library covenants to transfer other available funds of the Library to meet and pay the principal and interest then due on the Bonds.

The Library represents and covenants that the Bonds herein authorized, when combined with other outstanding indebtedness of the Library at the time of issuance of the Bonds, will not exceed any applicable constitutional or statutory limitation on the Library's indebtedness.

The Bonds are not subject to optional redemption prior to maturity.

If any Bond is issued as a term Bond, the Paying Agent shall credit against the mandatory sinking fund requirement for the Bonds maturing as term Bonds, and corresponding mandatory redemption obligation, in the order determined by the Library, any Bonds maturing as term Bonds which have previously been redeemed (otherwise than as a result of a previous mandatory redemption requirement) or delivered to the Registrar for

cancellation or purchased for cancellation by the Paying Agent and not theretofore applied as a credit against any redemption obligation. Each Bond maturing as a term Bond so delivered or canceled shall be credited by the Paying Agent at 100% of the principal amount thereof against the mandatory sinking fund obligation on such mandatory sinking fund date, and any excess of such amount shall be credited on future redemption obligations, and the principal amount of the Bonds to be redeemed by operation of the mandatory sinking fund requirement shall be accordingly reduced; provided, however, the Paying Agent shall credit only such Bonds maturing as term Bonds to the extent received on or before forty-five (45) days preceding the applicable mandatory redemption date as stated above.

Each Five Thousand Dollars (\$5,000) (or other denominations as requested by the successful bidder, as permitted by law) principal amount shall be considered a separate Bond for purposes of redemption. If less than an entire maturity is called for redemption, the Bonds to be called shall be selected by lot by the Registrar.

Notice of redemption shall be mailed to the address of the registered owner as shown on the registration records of the Registrar, as of the date which is forty-five (45) days prior to the date fixed for redemption, not less than thirty (30) days prior to such redemption date, unless notice is waived by the owner of the Bond or Bonds redeemed. The notice shall specify the date and place of redemption and sufficient identification of the Bonds called for redemption. The place of redemption may be determined by the Library. Interest on the Bonds so called for redemption shall cease and the Bonds will no longer be deemed outstanding under this resolution on the redemption date fixed in such notice if sufficient funds are available at the place of redemption to pay the redemption price, including accrued interest and redemption premium, if any, to the redemption date, on the date so named. Failure to give such notice by mailing, or any defect in such notice, with respect to any Bond shall not affect the validity of any proceedings for redemption of other Bonds.

If the Bonds are not presented for payment or redemption on the date fixed therefor, the Library may deposit in trust with the Paying Agent, an amount sufficient to pay such Bond or the redemption price, as the case may be, including accrued interest to the date of such payment or redemption, and thereafter the registered owner shall look only to the funds so deposited in trust with the Paying Agent for payment, and the Library shall have no further obligation or liability in respect thereto.

If, when the Bonds authorized hereby shall have become due and payable in accordance with their terms, the whole amount of the principal and the interest and the premium, if any, so due and payable upon all of the Bonds then outstanding shall be paid or (i) sufficient moneys, or (ii) direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America the principal of and interest on which when due will provide sufficient moneys, or (iii) time certificates of deposit fully secured as to both principal and interest by obligations of the kind described in (ii) above of a bank or banks the principal of and interest on which when due will provide sufficient moneys, shall be held by the Registrar and Paying Agent for such purpose under the provisions of this Resolution, and provision shall also be made for paying all Registrar and Paying Agent's fees and expenses and other sums payable hereunder by the Issuer, then all moneys, obligations and

time certificates of deposit held by the Registrar and Paying Agent pursuant to this paragraph shall be held in trust and said moneys and the principal and interest of said obligations and time certificates of deposit when received, applied to the payment, when due, of the principal and the interest, and registered owners of Bonds shall not be entitled to payment of any principal and/or interest from Issuer. The Registrar and Paying Agent shall within thirty (30) days after such obligations or time certificates of deposits shall have been deposited with it, cause a notice signed by the Registrar and Paying Agent to be mailed to the registered owners of all outstanding Bonds and published once in a newspaper or financial journal published in Indianapolis, Indiana, setting forth (a) a description of the obligations so held by it, and (b) that the registered owners shall be entitled to be paid principal and/or interest from such funds and income of such securities held by Registrar and Paying Agent and not from Issuer.

Said Bonds shall be executed in the name of Issuer by the manual or facsimile signature of the President of its Board of Trustees, and attested by the manual or facsimile signature of the Secretary of said Board, who shall cause the seal of the library to be imprinted or impressed on each of said Bonds. In case any official whose signature or facsimile of whose signature shall appear on the Bonds shall cease to be such officer before the issuance, authentication or delivery of such Bonds, such signature or such facsimile shall, nevertheless, be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

No Bond shall be valid or obligatory for any purpose, unless and until authenticated by the Registrar and Paying Agent. Such authentication may be executed by an authorized representative of the Registrar and Paying Agent, but it shall not be necessary that the same person authenticate all of the Bonds issued. Issuer and the Registrar and Paying Agent may deem and treat the person in whose name a Bond is registered on the Bond register as the absolute owner thereof for all purposes, notwithstanding any notice to the contrary.

In order to preserve the exclusion of interest on the Bonds from gross income for federal income tax purposes and as an inducement to purchasers of the Bonds, the Issuer represents, covenants and agrees that:

- (a) No person or entity, other than the Issuer or another governmental unit, will use proceeds of the Bonds or property financed by the Bond proceeds other than as a member of the general public. No person or entity, other than the Issuer or another governmental unit, will own property financed by Bond proceeds or will have actual or beneficial use of such property pursuant to a lease, a management or incentive payment contract or any other type of arrangement that differentiates that person's or entity's use of such property from the use by the public at large.
- (b) No Bond proceeds will be loaned to any entity or person. No Bond proceeds will be transferred, directly or indirectly, or deemed transferred to a nongovernmental person in any manner that would in substance constitute a loan of the Bond proceeds.
- (c) The Issuer will, to the extent necessary to preserve the exclusion of interest on the Bonds from gross income for federal income tax purposes, rebate all

required arbitrage profits on Bond proceeds or other moneys treated as Bond proceeds to the federal government as provided in Section 148 of the Internal Revenue Code of 1986, and will set aside such moneys in a Rebate Account to be held by the Treasurer in trust for such purpose.

- (d) The Issuer will file an information report form 8038-G with the Internal Revenue Service as required by Section 149 of the Internal Revenue Code of 1986.
- (e) The Issuer will not take any action nor fail to take any action with respect to the Bonds that would result in the loss of exclusion from gross income for federal income tax purposes of interest on the Bonds pursuant to Section 103 of the Internal Revenue Code of 1986, as existing on the date of issuance of the Bonds, nor will the Issuer act in any other manner which would adversely affect such exclusion.

The Issuer represents that it reasonably expects that tax-exempt Bonds, warrants and other evidences of indebtedness issued by or on behalf of it or any subordinate entity, during the calendar year in which the Bonds will be issued will be less than \$10,000,000 principal amount. This amount includes all obligations issued by, or on behalf of the Issuer and subordinate entities, including building corporation Bonds. At least 95% of the net proceeds of the Bonds shall be used for governmental activities of Issuer. The Issuer hereby designates the Bonds as qualified tax exempt obligations for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, relating to the disallowance of 100% of the deduction for interest expense allocable to tax-exempt obligations acquired after August 7, 1986.

The Library hereby declares its "official intent", as such term is used in the Reimbursement Regulations, to reimburse the Library's advances to the Projects, such advances from the Library's funds, from proceeds of the Bonds herein authorized by this resolution. The Library reasonably expects to make such advances for the costs of the Project.

The Bonds shall be issued in substantially the following form, all blanks to be filled in properly prior to delivery:

Registered No.			\$	Registered
	— UNITEI te of Indiana	O STATES OF AM	*	
Interest Rate		COUNTY PUBLIC DBLIGATION BO Original Date		CUSIP
Registered Owner				

### Principal Sum:

Monroe County Public Library (the "Issuer" or the "Library"), a library organized and existing under the laws of the State of Indiana, in Monroe County, Indiana, for value received, hereby acknowledges itself indebted and promises to pay to the Registered Owner (named above) or to registered assigns, the Principal Sum set forth above and to pay interest thereon at the Interest Rate per annum set forth above from the interest payment date to which interest has been paid next preceding the date of authentication hereof unless this bond is authenticated on or before \_\_\_\_\_\_, 2018, in which case interest shall be paid from the Original Date, or unless this bond is authenticated after the fifteenth day immediately preceding an interest payment date and on or before such interest payment date, in which case interest shall be paid from such interest payment date, which interest is payable on July 15, 2019 and each January 15 and July 15 thereafter until the principal has been paid. Interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

Interest shall be payable by check mailed one business day prior to the interest payment date to registered owners or by wire transfer of immediately available funds on the interest payment date to depositories shown as registered owners. Payment shall be made to the person or depository in whose name this bond is registered as of the fifteenth day immediately preceding such interest payment date. Principal of this bond shall be payable upon presentation of this bond at the corporate trust office of The Huntington National Bank (the "Registrar and Paying Agent") or by wire transfer of immediately available funds to depositories who present the bonds to the Registrar and Paying Agent at least two business days prior to the payment date in lawful money of the United States of America. If the payment date occurs on a date when financial institutions are not open for business, the wire transfer shall be made on the next succeeding business day. The Registrar and Paying Agent shall wire transfer payments by 1:00 p.m. (New York City time) so such payments are received at the depository by 2:30 p.m. (New York City time).

This bond is one of an issue of bonds aggregating [Two Million Dollars (\$2,000,000)], of like tenor and effect, except as to numbering, authentication date, denomination, interest rate, and date of maturity, issued by Issuer pursuant to a resolution adopted by the Board of Trustees of said library on July \_\_\_, 2018, (the "Resolution"), and in strict accordance with the governing statutes of the State of Indiana, particularly Indiana Code 36-12-3, for the purpose of providing funds to be applied on the cost of the renovation of and improvements to the existing Library facilities including the acquisition of certain library equipment, including information technology equipment, and certain maintenance and improvements to the existing Library facilities, together with certain acquisition, design and construction costs for a new Library branch facility and certain other related improvements in said library district.

This bond is not subject to optional redemption prior to maturity.

[The bonds are subject to mandatory sinking fund redemption at a price equal to the principal amount thereof plus accrued interest to the date of redemption on January 15 and July 15 in accordance with the following schedules:

### [TERM BOND PAYMENTS]

### \*denotes final maturity]

Notice of redemption identifying the bonds to be redeemed will be mailed to the registered owners of bonds to be redeemed.

If this bond is called for redemption, and payment is made to the Registrar and Paying Agent in accordance with the terms of the Resolution, this bond shall cease to bear interest from and after the date fixed for the redemption in the call.

This bond shall be initially issued in a Book Entry System (as defined in the Resolution). The provisions of this bond and of the Resolution are subject in all respects to the provisions of the Letter of Representations between the Issuer and The Depository Trust Company, or any substitute agreement, effecting such Book Entry System.

This bond is transferable in accordance with the Book Entry System or, if no such system is in effect, by the Registered Owner hereof at the corporate trust office of the Registrar and Paying Agent, upon surrender and cancellation of this bond and on presentation of a duly executed written instrument of transfer and thereupon a new bond or bonds of the same aggregate principal amount and maturity and in authorized denominations will be issued to the transferee or transferees -in exchange therefor. This bond may be exchanged upon surrender hereof at the corporate trust office of the Registrar and Paying Agent, duly endorsed by the Registered Owner for the same aggregate principal amount of bonds of the same maturity in authorized denominations as the owner may request.

The Issuer and the Registrar and Paying Agent may deem and treat the person in whose name this bond is registered as the absolute owner hereof.

The full faith and credit of the Library are hereby irrevocably pledged to the punctual payment of the principal of and the interest on this bond according to its terms. The Library covenants that it will cause a property tax for the payment of the principal of and interest on this bond to be levied, collected, appropriated and applied for that purpose as set forth in IC 6-1.1-18.5-8. The bonds are subject to IC 6-1.1-20.6 regarding certain tax credits and the State of Indiana intercept of funds to pay debt service on the bonds.

It is hereby certified, recited and declared that all acts, conditions and things required to be done precedent to and in the execution, issuance and delivery of this bond have been done and performed in regular and due form as provided by law; that this bond and the total issue of the bonds is within every limit of indebtedness as prescribed by the constitution and laws of the State of Indiana.

This bond shall not be valid or become obligatory for any purpose until authenticated by the Registrar and Paying Agent.

The Issuer has designated this bond a qualified tax-exempt obligation for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986.

IN WITNESS WHEREOF, Issuer has caused this bond to be executed in its name by the manual or facsimile signature of the President of its Board of Trustees and attested by the manual or facsimile signature of the Secretary of said Board.

### MONROE COUNTY PUBLIC LIBRARY

By:
President, Board of Trustees
Attest:
Secretary, Board of Trustees
AUTHENTICATION CERTIFICATE
This bond is one of the bonds referred to in the within mentioned resolution.
Paying Agent, Registrar and
By:Authorized Representative

[End of Bond Form]

BE IT FURTHER RESOLVED the Bonds will be sold at a competitive sale and, in such case, the Library shall cause to be published either (i) a notice of such sale in the *Herald-Times* and the *Ellettsville News*, two times, at least one week apart, the first publication made at least fifteen (15) days before the date of the sale and the second publication being made at least three (3) days before the date of the sale, or (ii) a notice of intent to sell in the *Herald-Times*, the *Ellettsville News* and the *Court & Commercial Record*, all in accordance with IC 5-1-11 and IC 5-3-1. A notice of sale may also be published one time in the *Court & Commercial Record*, and

a notice or summary notice may also be published in *The Bond Buyer* in New York, New York. The notice shall state the character and amount of the Bonds, the maximum rate of interest thereon, the terms and conditions upon which bids will be received and the sale made, and such other information as the Library, the Library's municipal advisor and the attorneys employed by the Library shall deem advisable and any summary notice may contain any information deemed so advisable. The notice may provide, among other things, that the successful bidder will be required to assist the Library in establishing the initial issue price of the Bonds, that the successful bidder will be required to provide a wire transfer or a certified or cashier's check in an amount equal to 1% of the principal amount of the Bonds described in the notice and that in the event the successful bidder shall fail or refuse to accept delivery of the Bonds and pay for the same as soon as the Bonds are ready for delivery, or at the time fixed in the notice of sale, then said check and the proceeds thereof shall be the property of the Library and shall be considered as its liquidated damages on account of such default; that bidders for said Bonds will be required to name the rate or rates of interest which the Bonds are to bear, not exceeding the maximum rate hereinbefore fixed, and that such interest rate or rates shall be in multiples of one-eighth (1/8) or one-hundredth (1/100) of one percent (1%). Bids on the Bonds may also be received electronically through PARITY or such other electronic bidding service acceptable to the Library, with the advice of the Library's municipal advisor. No conditional bid or bid for less than 99.5% of the face amount of the Bonds will be considered. The opinion of Bose McKinney & Evans LLP, nationally recognized bond counsel of Indianapolis, Indiana, approving the legality of said Bonds, will be furnished to the purchaser at the expense of the Library.

The Library Director, the Business Manager and the Library attorney are appointed as a bid committee and are authorized to award the Bonds to the buyer consistent with this resolution. At the time fixed for the opening of bids, the Board or its designated committee shall meet, all bids shall be opened in the presence of the Board or such committee, and the award shall be made by the Board or the Committee. The Bonds shall be awarded by the Library to the best bidder who has submitted its bid in accordance with the terms of this resolution, IC 5-1-11 and the notice of sale. The best bidder will be the one who offers the lowest net interest cost to the Library, to be determined by computing the total interest on all of the Bonds of that series to their maturities, adding thereto the discount bid, if any, and deducting the premium bid, if any. The right to reject any and all bids shall be reserved. If an acceptable bid is not received on the date of sale, the sale may be continued from day to day thereafter without further advertisement for a period of thirty (30) days, during which time no bid which provides a higher net interest cost to the Library than the best bid received at the time of the advertised sale will be considered.

Subject to the terms and provisions contained in this paragraph and not otherwise, the owners of not less than sixty-six and two-thirds percent (66-2/3%) in aggregate principal amount of the Bonds then outstanding shall have the right, from time to time, anything contained in this Resolution to the contrary notwithstanding, to consent to and approve the adoption by the Library of such resolution or resolutions supplemental hereto as shall be deemed necessary or desirable by the Library for the purpose of amending in any particular any of the terms of provisions contained in this Resolution, or in any supplemental resolution; provided, however, that nothing herein contained shall permit or be construed as permitting without the consent of all affected owners of the Bonds:

- (a) an extension of the maturity of the principal of or interest on any Bond without the consent of the holder of each Bond so affected; or
- (b) a reduction in the principal amount of any Bond or the rate of interest thereon or a change in monetary medium in which such amounts are payable, without the consent of the holder of each Bond so affected; or
- (c) a preference or priority of any Bond over any other Bond, without the consent of the holders of all Bonds then outstanding; or
- (d) a reduction in the aggregate principal amount of the Bonds required for consent to such supplemental resolution, without the consent of the holders of all Bonds then outstanding.

If the Library shall desire to obtain such consent, it shall cause the Registrar to mail a notice, postage prepaid, to the addresses appearing on the Registration Record. Such notice shall briefly set forth the nature of the proposed supplemental resolution and shall state that a copy thereof is on file at the office of the Registrar for inspection by all owners of the Bonds. The Registrar shall not, however, be subject to any liability to any owners of the Bonds by reason of its failure to mail such notice, and any such failure shall not affect the validity of such supplemental resolution when consented to and approved as herein provided.

Whenever at any time within one year after the date of the mailing of such notice, the Library shall receive any instrument or instruments purporting to be executed by the owners of the Bonds of not less than sixty-six and two-thirds percent (66-2/3%) in aggregate principal amount of the Bonds then outstanding, which instrument or instruments shall refer to the proposed supplemental resolution described in such notice, and shall specifically consent to and approved the adoption thereof in substantially the form of the copy thereof referred to in such notice as on file with the Registrar, thereupon, but not otherwise, the Library may adopt such supplemental resolution in substantially such form, without liability or responsibility to any owners of the Bonds, whether or not such owners shall have consented thereto.

No owner of any Bonds shall have any right to object to the adoption of such supplemental resolution or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the adoption thereof, or to enjoin or restrain the Library or its officers from adopting the same, or from takin any action pursuant to the provisions thereof. Upon the adoption of any supplemental resolution pursuant to the provisions of this section, this Resolution shall be, and shall be deemed, modified and amended in accordance therewith, and the respective rights, duties and obligations under this Resolution of the Library and all owners of Bonds then outstanding shall thereafter be determined, exercised and enforced in accordance with this Resolution, subject in all respects to such modifications and amendments.

Notwithstanding anything contained in this foregoing provisions of this Resolution, the rights, duties and obligations of the Library and of the owners of the Bonds, and the terms and provisions of the Bonds and this Resolution, or any supplemental resolution, may be modified or

amended in any respect with the consent of the Library and the consent of the owners of all the Bonds then outstanding.

Without notice to or consent of the owners of the Bonds, the Library may, from time to time and at any time, adopt such resolutions supplemental hereto as shall not be inconsistent with the terms and provisions hereof (which supplemental resolutions shall thereafter form a part hereof),

- (a) to cure any ambiguity or formal defect or omission in this Resolution or in any supplemental resolution; or
- (b) to grant to or confer upon the owners of the Bonds any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the owners of the Bonds; or
- (c) to procure a rating on the Bonds from a nationally recognized securities rating agency designated in such supplemental resolution, if such supplemental resolution will not adversely affect the owners of the Bonds; or
  - (d) to provide for the refunding or advance refunding of the Bonds; or
- (e) to make any other change which, in the determination of the Board in its sole discretion, is not to the prejudice of the owners of the Bonds

If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

All resolutions, or parts thereof, in conflict with the provisions of this resolution, are, to the extent of such conflict, hereby repealed or amended.

This resolution shall be in full force and effect immediately upon its passage and signing by the Board of Trustees.

BE IT FURTHER RESOLVED, that the form of the Continuing Disclosure Undertaking is hereby approved and the officers are authorized and directed to execute such Undertaking and any and all documents necessary to issue and deliver the Bonds.

# PASSED AND ADOPTED THIS 18th DAY OF JULY, 2018

	John A. Walsh, President Board of Trustees	
ATTEST:		
Fred Risinger, Secretary Board of Trustees		

#### CONTINUING DISCLOSURE UNDERTAKING AGREEMENT

This CONTINUING DISCLOSURE UNDERTAKING AGREEMENT (the "Disclosure Agreement") is executed and delivered by MONROE LIBRARY PUBLIC LIBRARY (the "Obligor" or "Library"), in connection with the issuance by the Obligor of its General Obligation Bonds, Series 2018 in the aggregate principal amount of \$\_\_\_\_\_\_ (the "Bonds"). The Bonds are being issued pursuant to Resolution \_\_\_, adopted on \_\_\_\_\_\_, 2018 by the Monroe County Public Library Board of Trustees (the "Resolution"). Pursuant to the Resolution, the Bonds constitute a general obligation of the Obligor payable from *ad valorem* property taxes on all taxable property in the Library's district. The Obligor covenants and agrees as follows:

#### Section 1. Purpose of the Disclosure Agreement.

- (a) This Disclosure Agreement is being executed and delivered by the Obligor for the benefit of the Bondholders and the Beneficial Owners and in order to assist the Participating Underwriter in complying with the Rule.
- (b) In consideration of the purchase and acceptance of any and all of the Bonds by those who shall hold the same or shall own beneficial ownership interests therein from time to time, this Disclosure Agreement shall be deemed to be and shall constitute a contract between the Obligor and the Bondholders and Beneficial Owners from time to time of the Bonds, and the covenants and agreements herein set forth to be performed on behalf of the Obligor shall be for the benefit of the Bondholders and Beneficial Owners of any and all of the Bonds.
- <u>Section 2</u>. <u>Definitions</u>. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined herein, the following capitalized terms shall have the following meanings.

"Beneficial Owner" shall mean any person which has or shares the power, directly or indirectly, to make investment decisions concerning ownership of any Bonds (including any person holding Bonds through nominees, depositories or other intermediaries).

"EMMA" means an Internet-based electronic filing system called the "Electronic Municipal Market Access" system as described in 1934 Act Release No. 59062 created and operated by the MSRB at <a href="https://www.emma.msrb.org">www.emma.msrb.org</a>.

"Listed Events" shall mean any of the events listed in Section 5(a) and (b) of this Disclosure Agreement.

"MSRB" shall mean the Municipal Securities Rulemaking Board established in accordance with the provisions of Section 15B(b)(1) of the 1934 Act which is the sole central repository through the operation of EMMA.

"1934 Act" shall mean the Securities Exchange Act of 1934, as amended.

"Offic	cial	Statement"	shall	mean	the	Official	Statement	for	the	Bonds	dated
		, 2018.									
"Parti	cina	ting Underwi	riter" sl	hall mea	an						

"Rule" shall mean Rule 15c2-12 (17 CFR Part 240, §240.15c2-12) promulgated by the SEC pursuant to the 1934 Act, as the same may be amended from time to time, together with all interpretive guidances or other official interpretations or explanations thereof that are promulgated by the SEC.

"SEC" shall mean the United States Securities and Exchange Commission.

"Securities Counsel" shall mean legal counsel expert in federal securities law.

"State" shall mean the State of Indiana.

#### Section 3. Provision of Financial Information.

- (a) The Obligor hereby undertakes to provide the following financial information:
  - (1) To the MSRB through EMMA, when and if available, the audited financial statements of the Obligor as prepared and examined by the State Board of Accounts for each twelve-month period ending December 31, together with the opinion of such accountants and all notes thereto, within sixty (60) days of receipt from the State Board of Accounts. For audited or examined financial statements which have been released by the Indiana State Board of Accounts please refer to http://www.in.gov/sboa/resources/reports/audit/; and
  - (2) To the MSRB through EMMA, within one hundred eighty (180) days of each December 31, beginning December 31, 2018, unaudited annual financial information for the Obligor for such calendar year including (i) unaudited financial statements of the Obligor (for unaudited financial statements from prior periods please refer to the Indiana Gateway for Government Units at <a href="https://gateway.ifionline.org">https://gateway.ifionline.org</a>) and (ii) operating data (excluding any demographic information or forecast) of the general type included under the following headings in Appendix \_ to the Official Statement (collectively the "Annual Information") (which updated information may be provided in such format as the Obligor deems appropriate):

#### [INSERT RELEVANT SECTIONS]

(b) If any Annual Information or audited financial statements relating to the Obligor referred to in paragraph (a) of this Section 3 no longer can be generated because the operations to which they related have been materially changed or discontinued, a statement to that effect,

provided by the Obligor to the MSRB, along with any other Annual Information or audited financial statements required to be provided under this Disclosure Agreement, shall satisfy the undertaking to provide such Annual Information or audited financial statements. To the extent available, the Obligor shall cause to be filed along with the other Annual Information or audited financial statements operating data similar to that which can no longer be provided.

- (c) The Obligor agrees to make a good faith effort to obtain Annual Information. However, failure to provide audited financial statements or portions of Annual Information because it is unavailable through circumstances beyond the control of the Obligor shall not be deemed to be a breach of this Disclosure Agreement. The Obligor further agrees to supplement the Annual Information filing when such data is available.
- (d) The disclosure of the Annual Information shall be accompanied by a certificate of an authorized representative of the Obligor in the form of **Exhibit A** attached hereto.
- (e) Annual Information or audited financial statements required to be provided pursuant to this Section 3 may be provided by a specific reference to such Annual Information or audited financial statements already prepared and previously provided to the MSRB, or filed with the SEC; however, if such document is a final official statement, it must also be available from the MSRB.
- (f) Except as provided in (c) above in this Section 3, if the Obligor fails to provide the audited financial statements or Annual Information as required by this Disclosure Agreement, the Obligor shall provide notice of such failure in a timely manner to the MSRB through EMMA in the form of **Exhibit B** attached hereto.
- (g) The Obligor and any Dissemination Agent (as described in Section 7) appointed by the Obligor, must file all filings under this Disclosure Agreement with the MRSB through EMMA in an electronic format in the form of a word searchable portable document format (PDF).
- Section 4. Accounting Principles. The financial information will be prepared on a cash basis as prescribed by the Indiana State Board of Accounts, as in effect from time to time, as described in the auditors' report and notes accompanying the audited financial statements of the Obligor or those mandated by state law from time to time. The audited financial statements of the Obligor, as described in Section 3(a)(1) hereof, will be prepared in accordance with generally accepted accounting standards and Government Auditing Standards issued by the Comptroller General of the United States.

#### Section 5. Reporting of Listed Events.

(a) The Obligor shall disclose the following events to the MSRB through EMMA, within 10 business days of the occurrence of any of the following events, if material (which

determination of materiality shall be made by the Obligor in accordance with the standards established by federal securities laws):

- (1) non-payment related defaults;
- (2) modifications to rights of Bondholders;
- (3) bond calls;
- (4) release, substitution or sale of property securing repayment of the Bonds;
- (5) the consummation of a merger, consolidation, or acquisition, or certain asset sales, involving the obligated person, or entry into or termination of a definitive agreement relating to the foregoing; and
- (6) appointment of a successor or additional trustee or the change of name of a trustee.

The disclosure shall be accompanied by a certificate of an authorized representative of the Obligor in the form of  $\underline{\mathbf{Exhibit}}\ \mathbf{C}$  attached hereto.

- (b) The Obligor shall disclose the following events to the MSRB through EMMA, within 10 business days of the occurrence of any of the following events, regardless of materiality:
  - (1) principal and interest payment delinquencies;
  - (2) unscheduled draws on debt service reserves reflecting financial difficulties;
  - (3) unscheduled draws on credit enhancements reflecting financial difficulties;
    - (4) substitution of credit or liquidity providers, or their failure to perform;
    - (5) defeasances;
    - (6) rating changes;
  - (7) adverse tax opinions or events affecting the status of the Bonds, the issuance by the IRS of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material events, notices or determinations with respect to the tax status of the Bonds;
    - (8) tender offers; and

(9) bankruptcy, insolvency, receivership or similar event of the obligated person.

The disclosure shall be accompanied by a certificate of an authorized representative of the Obligor in the form of **Exhibit C** attached hereto.

- (c) If the Obligor determines that the occurrence of a Listed Event must be filed as set forth above, the Obligor shall promptly cause a notice of such occurrence to be filed with the MSRB through EMMA. In connection with providing a notice of the occurrence of a Listed Event described above in subsection (b)(5), the Obligor shall include in the notice explicit disclosure as to whether the Bonds have been escrowed to maturity or escrowed to call, as well as appropriate disclosure of the timing of maturity or call.
- (d) The Obligor acknowledges that the "rating changes" referred to above in subsection (b)(6) may include, without limitation, any change in any rating on the Bonds or other indebtedness for which the Obligor is liable.
- (e) The Obligor acknowledges that it is not required to provide a notice of a Listed Event with respect to credit enhancement when the credit enhancement is added after the primary offering of the Bonds, the Obligor does not apply for or participate in obtaining such credit enhancement, and such credit enhancement is not described in the Official Statement.

### Section 6. Termination of Reporting Obligation.

- (a) The Obligor's obligations under this Disclosure Agreement shall terminate upon the legal defeasance, the prior redemption or the payment in full of all of the Bonds. If the Obligor's obligation to pay the principal of and interest on the Bonds is assumed in full by some other entity, such entity shall be responsible for compliance with this Disclosure Agreement in the same manner as if it were the Obligor, and the Obligor shall have no further responsibility hereunder.
- (b) This Disclosure Agreement, or any provision hereof, shall be null and void in the event that the Obligor (i) receives an opinion of Securities Counsel, addressed to the Obligor, to the effect that those portions of the Rule, which require such provisions of this Disclosure Agreement, do not or no longer apply to the Bonds, whether because such portions of the Rule are invalid, have been repealed, amended or modified, or are otherwise deemed to be inapplicable to the Bonds, as shall be specified in such opinion, and (ii) delivers notice to such effect to the MSRB through EMMA.
- Section 7. Dissemination Agent. The Obligor, from time to time, may appoint or engage an agent to assist it in carrying out its obligations under this Disclosure Agreement (the "Dissemination Agent") and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. If a Dissemination Agent is appointed or engaged

by the Obligor, the Obligor shall provide prior written notice thereof (as well as notice of replacement or dismissal of such Dissemination Agent) to the MSRB.

#### Section 8. Amendment; Waiver.

- (a) Notwithstanding any other provisions of this Disclosure Agreement, this Disclosure Agreement may be amended, and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:
  - (1) if the amendment or waiver relates to a change in circumstances that arises from a change in legal requirements, a change in law or a change in the identity, nature or status of the Obligor, or type of business conducted by the Obligor or in connection with the refunding referred to in the Official Statement;
  - (2) this Disclosure Agreement, as so amended or taking into account such waiver, would, in the opinion of Securities Counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and
  - (3) the amendment or waiver either (A) is approved by the Bondholders in the same manner as provided in the Resolution for amendments to the Resolution with the consent of the Bondholders, or (B) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Bondholders.
- (b) In the event of any amendment to, or waiver of a provision of, this Disclosure Agreement, the Obligor shall describe such amendment or waiver in the next Annual Information and shall include an explanation of the reason for such amendment or waiver. In particular, if the amendment results in a change to the financial information required to be included in the Annual Information pursuant to Section 3 of this Disclosure Agreement, the first Annual Information that contains the amended financial information shall explain, in narrative form, the reasons for the amendment and the impact of such change in the type of financial information being provided. Further, if the annual financial information required to be provided in the Annual Information can no longer be generated because the operations to which it related have been materially changed or discontinued, a statement to that effect shall be included in the first Annual Information that does not include such information.
- (c) If the amendment results in a change to the accounting principles to be followed in preparing financial statements as set forth in Section 3 of this Disclosure Agreement, the Annual Information for the year in which the change is made shall include a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison shall include a qualitative discussion of such differences and the impact of the changes on the presentation of the financial information. To the extent reasonably feasible, the comparison shall also be quantitative. A notice of the change in accounting principles shall be sent by the Obligor,

or the Dissemination Agent at the written direction of the Obligor, to the MSRB through EMMA.

Section 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Obligor from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any audited financial statements, Annual Information or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Obligor chooses to include any information in any audited financial statements, Annual Information or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Obligor shall have no obligation under this Disclosure Agreement to update such information or include it in any future audited financial statements, Annual Information or notice of occurrence of a Listed Event.

Section 10. Failure to Comply. In the event of a failure of the Obligor or the Dissemination Agent to comply with any provision of this Disclosure Agreement, any Bondholder or Beneficial Owner may bring an action to obtain specific performance of the obligations of the Obligor or the Dissemination Agent under this Disclosure Agreement, but no person or entity shall be entitled to recover monetary damages hereunder under any circumstances, and any failure to comply with the obligations under this Disclosure Agreement shall not constitute a default with respect to the Bonds or under the Resolution. Notwithstanding the foregoing, if the alleged failure of the Obligor to comply with this Disclosure Agreement is the inadequacy of the information disclosed pursuant hereto, then the Bondholders and the Beneficial Owners (on whose behalf a Bondholder has not acted with respect to this alleged failure) of not less than twenty percent (20%) of the aggregate principal amount of the then outstanding Bonds must take the actions described above before the Obligor shall be compelled to perform with respect to the adequacy of such information disclosed pursuant to this Disclosure Agreement.

<u>Section 11</u>. <u>Beneficiaries</u>. This Disclosure Agreement shall inure solely to the benefit of the Obligor, the Dissemination Agent, if any, the Participating Underwriter, the Bondholders and the Beneficial Owners, and shall create no rights in any other person or entity.

Section 12. Additional Disclosure Obligations. The Obligor acknowledges and understands that other State and federal laws, including, without limitation, the Securities Act of 1933, as amended, and Rule 10b-5 promulgated by the SEC pursuant to the 1934 Act, may apply to the Obligor, and that under some circumstances, compliance with this Disclosure Agreement, without additional disclosures or other action, may not fully discharge all duties and obligations of the Obligor under such laws.

<u>Section 13</u>. <u>Prior Undertakings</u>. [The Obligor represents that except as set forth in the Official Statement, in the previous five years it has fully complied with its previous undertakings under the Rule.]

Section 14. Governing Law. This Disclosure Agreement shall be construed and interpreted in accordance with the laws of the State, and any suits and actions arising out of this Disclosure Agreement shall be instituted in a court of competent jurisdiction in the State. Notwithstanding the foregoing, to the extent this Disclosure Agreement addresses matters of federal securities laws, including the Rule, this Disclosure Agreement shall be construed and interpreted in accordance with such federal securities laws and official interpretations thereof.

<u>Section 15</u>. <u>Severability</u>. If any portion of this Disclosure Agreement is held or deemed to be, or is, invalid, illegal, inoperable or unenforceable, the validity, legality, operability or enforceability of the remaining portions of this Disclosure Agreement shall not be affected, and this Disclosure Agreement shall be construed as if it did not contain such invalid, illegal, inoperable or unenforceable portion.

### Signature Page to Continuing Disclosure Undertaking Agreement

Dated:, 201	8
	MONROE COUNTY PUBLIC LIBRARY
	John A. Walsh, President Board of Trustees
ATTEST:	
F 1D' C 4	
Fred Risinger, Secretary Board of Trustees	

### EXHIBIT A

### CERTIFICATE RE: ANNUAL FINANCIAL INFORMATION DISCLOSURE

Name of Library/Obligor:	Monroe County Public Library
Name of Bond Issue:	General Obligation Bonds, Series 2018
Date of Bonds:	, 2018
Continuing Disclosure Un Agreement"), hereby certif	n behalf of the above referenced Obligor, as the Obligor under the indertaking Agreement, dated, 2018 (the "Disclosure ies that the information enclosed herewith constitutes the Annual he Disclosure Agreement) which is required to be provided pursuant sture Agreement.
	MONROE COUNTY PUBLIC LIBRARY
	By
D . 1	Its
Dated:	

### EXHIBIT B

## NOTICE OF FAILURE TO FILE INFORMATION

Name of Library/Obligor:	Monroe County Public Library
Name of Bond Issue:	General Obligation Bonds, Series 2018
Date of Bonds:	, 2018
statements] [Annual Inform	BY GIVEN that the Obligor has not provided the [audited financial nation] as required by Section 3(a) of the Continuing Disclosure the Obligor, dated, 2018.  MONROE COUNTY PUBLIC LIBRARY
	By
	Its
Dated:	

## EXHIBIT C

### CERTIFICATE RE: EVENT DISCLOSURE

The undersigned, on behalf of Mo	onroe County Public Library, as Obligor under the
Continuing Disclosure Undertaking Agree	eement, dated, 2018 (the "Disclosure
Agreement"), hereby certifies that the info	ormation enclosed herewith constitutes notice of the obe provided pursuant to Section 5 of the Disclosure
Dated:	
	MONROE COUNTY PUBLIC LIBRARY
	By:
	Name:
	Title

### **CATS Technology Upgrade 2018**

The attached documents relate to the upgrade of the CATS production equipment. IU Radio and TV has offered to assist with the project.

The funding for this project will come from cash reserves in the Special Revenue Fund which is supported by cable franchise fees. Here is a summary of project cost:

CATS Eq Upgrade 2018	year	
Telvue Eq	2016	77,207
cooling HFI	2017	16,850
fire suppression- server room	2017	14,000
Woods electric	2017	1,650
		109,707
Estimates 7-3-18 - George Hopstetter RTV		
Removing the Studio-A/Control-A equipment; cameras, production switcher, intercom system and supporting monitors, the proposed total to install and complete CATS master control system includes; labor, cabling, connectors, console, RTV will RFP vendors and order remaining equipment to meet Yellow Lotus Production schematic and equipment list and TelVue Commissioning and training (See attached email). Removing the Production equipment (Studio-A, Control-A) and adding in the sync/clock generator system will bring the master control/Small Tree system	2010	240.552
,	2018	310,552
IT - Small Tree		80,000
studios		250,000
2018 projected cost		640,552
Special Revenue Fund cash bal 1-1-18		785,916



RADIO/TV SERVICES
INDIANA UNIVERSITY

Bloomington

1229 E. 7th Street Bloomington, Indiana 47405

SOW BAC0628BloomingtonCATS for Agreement to Perform Master Control Integration Services to Community Access Television Services (CATS)

Date

July 3, 2018

Services Performed By:

Radio Television Services 1229 E. 7th Street Bloomington, Indiana 47405 Services Performed For:

Community Access Television Services (CATS) 303 E. Kirkwood Ave. Bloomington, Indiana 47408

This Statement of Work (SOW) is issued pursuant to the Integration Services Master Control Agreement between Community Access Television Services (CATS) ("Client") and Radio Television Services ("Contractor"), effective July 3, 2017 (the "Agreement"). This SOW is subject to the terms and conditions contained in the Agreement between the parties and is made a part thereof. Any term not otherwise defined herein shall have the meaning specified in the Agreement. In the event of any conflict or inconsistency between the terms of this SOW and the terms of this Agreement, the terms of this SOW shall govern and prevail.

This SOW # BAC0628BloomingtonCATS (hereinafter called the "SOW"), effective as of July 3, 2018, is entered into by and between Contractor and Client, and is subject to the terms and conditions specified below. The Exhibit(s) to this SOW, if any, shall be deemed to be a part hereof. In the event of any inconsistencies between the terms of the body of this SOW and the terms of the Exhibit(s) hereto, the terms of the body of this SOW shall prevail.

### Period of Performance

The Services shall commence on or after July 9, 2018, and shall continue through November 30, 2018 or until project has been installed as CATS engineering consultant has initiated system drawing.

## Scope of Work

Contractor shall provide the Services and Deliverable(s) as follows:

- \*RTVS will provide labor to remove and install new cabling, connectors, patch panels, equipment racks and master control console furniture.
- \*RTVS will order approved equipment proposal, through competitive RFP process to procure equipment based on lowest vendor proposal for box sale.
- \*RTVS can provide a master clock signal to CATS facility via current fiber connection from RTVS facility to lock their existing ESE clock system to GPS.
- \*RTVS will remove and place old cabling, rack and any other removed items during installation in a designated area that CATS provides for their reuse or disposal as they decide.
- \* RTVS will work with CATS Consultant and manufactures in setup of commissioning and training for CATS personnel once system has been installed.
- \*Any modifications to current system as drawn may add additional RTVS charges to the project.

### **Deliverable Materials**

- \*RTVS will order and provide all the cabling and connectors, Video, Cat5e/Cat6, Audio, and ESE cabling
- \*As quoted, RTVS will provide racks and hardware, power strips for equipment room.
- \*As quoted, RTVS will provide new master control console as attached remaining equipment that is part of the Yellow Lotus Productions equipment list not purchase to date.
- \*RTVS will provide interface for ESE clock system delivering a master clock SMPTE LTC clock signal locked to GPS via fiber optic feeding PBS World on audio channel #4.

## Contractor Responsibilities

- \*RTVS will order and provide all installation material including cabling, connectors, minimal electrical in racks and console.
- \*Providing labor for integration and working with Yellow Lotus Productions, CATS engineering consultant on installation of new master control system.
- \*RTVS will work with vendors and CATS to schedule best time for commission and training on equipment if said services were purchase.

## Client Responsibilities

- \*Provide multiple Subnet IP addresses for all CATS master control equipment being installed and LAN IP addressing for any equipment with multiple network connection to the internet.
- \*Provide a temporary CATS master control during the integration period removed from the current master control room and moved to an adjacent room prior to RTVS installs new Console system.
- \*Schedule of dates for local productions that integration work would need to work around.
- \*Identifying electrical breaker panels to modify electrical outlets as needed.
- \*Date and times of CATS staff availability for scheduling vendor training on purchased services.
- \*Contact information, CATS project number to reference invoicing and attention to receive invoices.

### Fee Schedule

This engagement will be conducted on a Flat Rate & Materials basis. The total value for the Services pursuant to this SOW shall not exceed \$310,552.82 unless otherwise agreed to by both parties via the project change control procedure, as outlined within. A PCR will be issued specifying the amended value.

Bill To Address	Client Project Manager	Client Cost Center
303 E. Kirkwood Ave. Bloomington, Indiana 47408	Michael White	TBD

# Out-of-Pocket Expenses / Invoice Procedures

Client will be invoiced monthly, begin September 1, 2018 for the integration services and material expenses. Standard Contractor invoicing is assumed to be acceptable. Invoices are due upon receipt.

Client will be invoiced for all costs associated with out-of-pocket expenses, listed on the invoice as a separate line item. Reimbursement for out-of-pocket expenses in connection with performance of this SOW, when authorized and up to the limits set forth in this SOW, shall be in accordance with Client's then-current published policies governing associated business expenses, which information shall be provided by the Client Project Manager.

Invoices shall be submitted monthly in arrears, referencing this Client's SOW Number to the address indicated above. Terms of payment for each invoice are due upon receipt by Client of a proper invoice. Contractor shall

provide Client with sufficient out-of-pocket details to support its invoices, services performed and justifications for authorized expenses, unless otherwise agreed to by the parties.

## Completion Criteria

Contractor shall have fulfilled its obligations when any one of the following first occurs:

- Contractor accomplishes the Contractor activities described within this SOW, including delivery to Client of
  the materials listed in the Section entitled "Deliverable Materials," and Client accepts such activities and
  materials without unreasonable objections. No response from Client within 2-business days of deliverables
  being delivered by Contractor is deemed acceptance.
- Contractor and/or Client has the right to cancel services or deliverables not yet provided with 15 business days
  advance written notice to the other party.

### **Assumptions**

\*RTVS assumes no responsibility for Master Control equipment provided by CATS engineering consultant (Yellow Lotus Productions) has been purchase and readily available for installation. RTVS will procure equipment to finish CATS Master control as designed by Yellow Lotus Productions.

\*RTVS assumes that CATS personnel has establish a temporary master control operations so that RTVS can begin integration work in the equipment room and current Master Control area.

## Project Change Control Procedure

The following process will be followed if a change to this SOW is required:

- A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change, and the effect the change will have on the project.
- The designated Project Manager of the requesting party (Contractor or Client) will review the proposed change and determine whether to submit the request to the other party.
- Both Project Managers will review the proposed change and approve it for further investigation or reject it.
  Contractor and Client will mutually agree upon any charges for such investigation, if any. If the investigation is authorized, the Client Project Managers will sign the PCR, which will constitute approval for the investigation charges. Contractor will invoice Client for any such charges. The investigation will determine the effect that the implementation of the PCR will have on SOW price, schedule and other terms and conditions of the Agreement.
- Upon completion of the investigation, both parties will review the impact of the proposed change and, if mutually agreed, a Change Authorization will be executed.
- A written Change Authorization and/or PCR must be signed by both parties to authorize implementation of the investigated changes.

**IN WITNESS WHEREOF**, the parties hereto have caused this SOW to be effective as of the day, month and year first written above.

Community A	Access	Television
Services (CA	TS)	

### Radio Television Services

By: Name: John A. Walsh	By: Name: Perry Metz
Title:	Title:
Monroe County Public Library Board of Trustees	Executive
President	Director

# **Study Room Policy**

#### Approved by Board of Trustees, January 21, 2015

Monroe County Public Library provides study rooms and digital creativity studios for public use. This Study Room Policy is developed in accordance with the Library's mission. It applies to two study rooms on the second floorall study rooms, and to three the recording studios in the "Level Up" Digital Creativity Center on the first floor of the Main Library. This policy is for use of the Library for outside groups and individuals and does not apply to Library-sponsored programs or approved use by Library-affiliated groups.

The Library does not sponsor or endorse the views of any group or individual using study rooms. A group may not use the Library logo in any form or identify or imply that the Library is a sponsor.

#### **Reserving a Study Room**

Study rooms covered by this Policy may be reserved free of charge for two-hour periods on a first-come, first-served basis by individuals with a Monroe County Public Library card. Reservations may be made <u>up to</u> 24 hours in advance of intended use. <del>All other study rooms are available on a first-come, first-served basis without reservation and should be reserved onsite before use.</del>

Requirements to reserve a study room/digital creativity studio are the following:

- Possess a Monroe County Public Library card
- Submit a <u>study room reservation</u>
- Abide by the <u>Library's Behavioral Rules</u>
- Covered drinks only; no food allowed

The Library reserves the right to:

- In rare circumstances, preempt or reschedule meetings when the Library needs the study room space.
- Refuse or discontinue any use which is disruptive to the normal operation of the Library, destructive to
  the building or equipment, fails to follow the Library's <u>Behavioral Rules</u>, or if information is falsified on the
  study room application. <u>Meeting Study</u>room use that generates excessive noise will be considered
  disruptive.
- Allow staff to enter any study room to ensure adherence to Library policies and to ask users to vacate the room before library closing.

The Library may cancel scheduled room use when Library policy has been violated.

Users of study rooms may not charge for admission, conduct freewill collections, sell items, services, or memberships, or promote any merchandise.

#### **Study Room Setup**

Study room users are responsible for setup and cleanup. Each study room has a set configuration. If a group decides to use a different room setup, the room must be returned to its original configuration upon departure.

The Library is not responsible for the loss of and/or damage to equipment or materials owned by study room users. The Library cannot store supplies or equipment. All materials left are turned in to lost and found.

#### **Study Room Usage Subject to Clean-up Fees**

If a user fails to leave a study room or equipment in its original condition, he/she may be charged a fee for clean-up or repair, as approved by the Board of Trustees in the <u>Fee Schedule</u>.

Updated March 23, 2015 July 18, 2018

### **Section 3.20: Emergency Closing**

#### 3.20 EMERGENCY CLOSING

Periodic emergencies, such as severe weather, power failures, or public health concerns can disrupt MCPL operations, sometimes requiring closing of a work facility. When such emergencies occur, staff is responsible for seeking information from emergency closing notification channels as identified by the library. When a MCPL work facility is officially closed by the Library Director for emergency conditions, before the beginning of the workday, any time off from scheduled work will be paid to regular full-time and regular part-time employees affected by the facility closing. If the employee has scheduled/is on paid leave, they will use the benefit time as requested and not be paid for the emergency closing.

Employees who report to work before a facility is closed due to an emergency shall be paid for time scheduled to be worked on that work day, <u>unless reassigned</u>, without being penalized by using personal leave or by making up this time within the pay period.

#### Reassignment

Employees may or may not be directed to report to work at another library facility or community service location. Considerations for location re-assignment include library operational and servicing needs, safety, suitability and availability of assigned work, time of day/work shift, employer and employee commitments, travel, and other related factors as determined by the employees' manager/supervisor or designee. The library will provide transportation between locations if necessary. (See 3.21: Premium Pay for Critical and Essential Staff – (regular, non-exempt staff) for further information)

Updated July 18, 2018