



## Library Board Meeting Agenda

### Indianapolis-Marion County Public Library

Notice Of The Regular Meeting  
August 24, 2020

Library Board Members Are Hereby Notified That The Regular Meeting  
Of The Board Will Be Held As A Zoom Meeting  
At 6:30 P.M.

For The Purpose of Considering The Following Agenda Items  
Dated This 20th Day Of August, 2020

It is noted that the Meeting is closed to in-person public attendance, but the public is invited to view/listen to the Regular Meeting via a YouTube live stream link which will be available on the Library's website prior to the start of the Meeting.

JUDGE JOSE D. SALINAS  
President of the Library Board

### -- Regular Meeting Agenda --

1. Call to Order
2. Roll Call

3. **Branch Manager's Report** – Tia Jah Wynne Ayres, Manager, Pike Branch Library, will provide a report on the branch's services to the community. (enclosed)

4. **Public Comment and Communications**

- a. **Public Comment**

In lieu of the extreme emergency facing our city and in keeping with the Executive Order issued by the Governor, the public will not be invited to physically attend this meeting but has the ability to view/listen to the Regular Meeting via a live stream YouTube link which will be available on the Library's website prior to the start of the Meeting.

5. **Approval of Minutes**

- a. **Regular Meeting, July 27, 2020** (enclosed)

## COMMITTEE REPORTS

6. **Finance Committee (Patricia A. Payne, Chair; Raymond J. Biederman, Curtis Bigsbee)**

- a. **Report of the Treasurer – July 2020** (enclosed)
  - b. **Resolution 30 – 2020** (Resolution for Appropriation and Tax Rates – 2021 Budget) (enclosed)
  - c. **Resolution 31 – 2020** (Resolution to Set Maximum Tax Rate for Combined Debt Service Funds for 2021 Budget Year) (enclosed)
  - d. **Resolution 32 – 2020** (Resolution to Eliminate Per Day Late Fines) (enclosed)

7. **Diversity, Policy and Human Resources Committee (Rev. T. D. Robinson, Chair; Patricia A. Payne, Judge Jose D. Salinas)**

- a. **Resolution 33 – 2020** (288 Leave Donation Program for Medical Emergencies) (enclosed)
  - b. **Resolution 34 – 2020** (238 Personal Leave of Absence) (enclosed)

## **8. Facilities Committee (Dr. Terri Jett, Chair; Curtis W. Bigsbee, Dr. Khuala Murtadha)**

- a. **Resolution 35 – 2020** (Authorization to Issue an Offer and Request for Bids for Sale of Real Estate – 3325 Lowry Road, Indianapolis, IN) (enclosed)
- b. **Resolution 36 – 2020** (Authorization to Purchase Property at 3660 62<sup>nd</sup> Street for the Glendale Branch Replacement Project) (enclosed)
- c. **Resolution 37 – 2020** (Approval to Award an Equipment Purchase Order for the Lawrence Branch Marketplace Mobile Shelving Units) (enclosed)

## **9. Strategic Planning Committee (Dr. Terri Jett, Chair; Dr. Khuala Murtadha, Judge Jose D. Salinas)**

## **10. Library Foundation Update – (Rev. T. D. Robinson, Library Board Representative)**

## **11. Report of the Chief Executive Officer**

### **a. Confirming Resolutions:**

#### **1) Resolution Regarding Finances, Personnel and Travel (38 – 2020)**

Enclosed.

### **b. Covid-19 Update (at meeting)**

## **UNFINISHED BUSINESS**

**12.**

## **NEW BUSINESS**

**13.**

## DISCUSSION AND AGENDA BUILDING

**14. Future Agenda Items** – This time is made available for discussion items not on the Agenda which are of interest to Library Board members and the opportunity to suggest items to be included on future Library Board Meeting Agendas.

Items suggested for upcoming Board Agendas are as follows:

**September, 2020** –

## INFORMATION

### 15. Materials

There were no materials available to distribute to the Board.

### 16. Board Meeting Schedule for 2020 (Notice of Date and Place of Meeting) and Upcoming Events

- a. **Board Meetings for 2020** – *Current calendar will be updated each month, as necessary, and additional information highlighted.*
- b. **Library Programs/Free Upcoming Events** – All Programs and Events are canceled until further notice.

### 17. Notice of Special Meetings

### 18. Notice of Next Regular Meeting

Monday, September 28, 2020, at the Spades Park Branch Library, 1801 Nowland Avenue, at 6:30 p.m.

It is noted that this meeting may be changed to a virtual (Zoom) meeting depending on circumstances at the time.

## **19. Other Business**

## **20. Adjournment**



**Pike Branch Library**  
**The Indianapolis Public Library**  
**Board Meeting**  
**August 24, 2020**

The past year has brought a lot of changes to the Pike Branch Library. The opening of two new library buildings in the Township (Michigan Road and Eagle) has impacted our door count and circulation, we are getting comfortable with our new Area Resource Manager, and of most import, the effects of Covid-19 has and will dramatically affect what happens at the Pike Branch as we head into the fall.

From the time the Pike High School Freshman Center was erected just across the parking lot from our branch, we have struggled to balance the needs of library patrons of all ages, from toddlers to elders--including teens, during the after school hours. Unfortunately, the large numbers of unsupervised youth who flooded the branch after school resulted in numerous behavioral issues and the loss of many adult and family patrons. Two school years ago, we were able to follow the recommendation of the school and the IMPD to have our after school security staffed by off-duty police officers. This improved the situation in the branch tremendously, and was appreciated by patrons and staff alike. Although this provided some relief from an ongoing problem, we wanted to see how we can better serve this population.

This summer we sought a Public Service Specialist to work on building relationships with the teens who come to the library during the after school hours. We recently hired Tyrone Chandler who has had many years working with teens; as a football coach, a Dean of Students, through the Indiana Youth Institute, and through his own non-profit organization. Our hope is that he can engage the teens, interest them in programs to help develop needed life skills, and provide a reason for them to consider the library as more than just a hang-out spot to wait for a ride home. We are excited about working with him.

While we are fortunate to have Tyrone to focus directly on working with the teens, we know that things will be very different from previous years when scores of teens flocked into the building after school. Our Covid-19 protocols limit the number of people in the building at any given time, and that will impact how many teens can enter and how long they will be able to remain. Computer use is limited to one hour, and social distancing is encouraged. Additionally, at this time our community room is housing quarantined materials, making it unavailable as a space for teen programs. We are working with the high school to address how these changes might impact their students and seeking ways we can make their library visits positive for all library patrons.

On a very positive note, the libraries in Pike Township (Pike, Michigan Road and Eagle) now have a regular monthly page in the new Pike Township free community newspaper, **The Pike Pulse**. This newspaper debuted at the beginning of this summer and is mailed to every household in the township. We are excited to have this opportunity to highlight our branches and our services to everyone in the township, especially those who might not make into the library.

Finally, I want to mention the Pike Seed Library. While several branches have seed libraries (some well-established, some brand new this year), Pike's is the only one which specialized in plants native to Indiana. Due to the shutdown, we were unable to have the grand opening programs we planned, but our own master gardener, Anika Williams does a fantastic job of maintaining and promoting our seed library, with over 500 seed packets circulated through mid-July, and people calling weekly for access to this service. We encourage you to stop by and take a look at what we offer to feed your gardening cravings.

Respectfully submitted,  
Tia Jah Wynne Ayers  
Pike Branch Manager  
August 2020

**INDIANAPOLIS-MARION COUNTY PUBLIC LIBRARY  
MINUTES OF THE REGULAR MEETING  
JULY 27, 2020**

\*\*\*\*\*

The Indianapolis-Marion County Public Library Board met electronically via Zoom and/or telephone on Monday, July 27, 2020 at 6:30 p.m., pursuant to notice given in accordance with the rules of the Board.

**1. Call To Order**

Judge Salinas called the meeting to order. Mr. Biederman acted as Secretary.

**2. Roll Call**

Members present electronically: Mr. Biederman, Mr. Bigsbee, Dr. Jett, Dr. Murtadha, Ms. Payne, Rev. Robinson and Judge Salinas

Members absent: None

**3. Branch Manager’s Report**

Nikki Johnson, Manager, Martindale-Brightwood Branch Library, discussed the report that had been distributed to the Board. She mentioned a number of activities that the branch has focused on since its June opening. These include community partnerships with the Martindale-Brightwood Education Zone, One Voice Neighborhood Collaborative, and the Him by Her Collegiate School for the Art. Additionally, the branch is providing Google Hotspots and Chromebooks to patrons and virtual e-learning assistance to families.

Ms. Johnson also noted that Alex Moore, a Public Services Associate at the branch, offered a research and writing workshop to students at Martin University. The information she shared included guidance for using IndyPL resources and databases.

Several Board members made comments at the end of Ms. Johnson’s Report including:

Judge Salinas noted that it was an amazing facility.  
Dr. Murtadha commented that the leadership at the branch is making a difference.  
Ms. Payne mentioned that she looks forward to visiting the branch.

**4. Public Comment and Communications**

In view of the extreme emergency facing our city, and in keeping with the Executive



Order issued by the Governor, the public was not invited to physically attend the meeting but had the ability to view/listen to the Regular Meeting via a live stream YouTube link.

At this time, Judge Salinas advised that two letters had been received by the Board to be read into the record at this evening's meeting.

The following letters were read into the record:



*American Federation of  
State, County and Municipal Employees, AFL-CIO*

AFSCME Council 962 representing Local 3395-Indy Library Workers, in conversation with their union leadership are alarmed with the lack of coordination and the handling of recent events occurring; specifically the recent hosting of a 200 guest wedding at Central Library this past Saturday, July 25, 2020 and the announcement of an employee at the Central Library branch testing positive for the Coronavirus.

Our concerns are heightened due to the following statements:

It has been shared that management knew months ago this wedding was going to take place and had plenty of time to inform the library staff and address any concerns.

Additionally, our members feel that whenever a person is told they need to quarantine, the staff members in that work area should be told immediately as well.

The union believes in order for staff to feel secure the Library leadership needs to do the following:

1. Consider cancelling any large events.
2. If any events cannot be canceled, employees in the branch need to be informed, as soon as possible, and given the opportunity to stay home without receiving an occurrence.
3. Management should create a checklist, signed off by Sunshine, that all cleaning has taken place and the area in question is safe to open.
4. When an employee leaves work to begin quarantine, any staff working alongside, are immediately informed.
5. We would like to see a standardized procedure developed in coordination with the union regarding notifications, quarantine requirements and documentation.
6. Those who worked alongside an employee told to self-quarantine should schedule to be tested and have their temperature taken immediately. They are to be given time off to do so.
7. Temperature of staff and patrons will be administered before entering the building.
8. When an employee has tested positive for the Coronavirus, the library should immediately revisit the use of curbside and online reference services only and back to working in Teams for two weeks.

AFSCME Council 962

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Indianapolis, Indiana 46202-2486  
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*A Statement to the Board of the Indianapolis Public Library and to the General Public,*

*This past Saturday, the library was unable to cancel a contract for a wedding, and failed to move the wedding to another venue. Despite staff not being informed that events of any kind would be part of the library's reopen from quarantine, leadership of the Indianapolis Public Library decided to continue with the wedding with no significant changes to normal business hours or procedures. There was very little effort made to seek input from staff who would potentially be exposed to a number of caterers, the wedding party, and others in the building before Central's closing to the public at 5pm on Saturday. Indeed, to my knowledge, no one on the board was told about this event until a few days before the wedding on this past Saturday. The library had legal standing to host a large event as the Marion County order that prevents wedding parties of this size didn't go into effect until two days later.*

*Many staff at Central stick around the building for 15 minutes to an hour after closing at 5pm to finish their work for the day. I was told by Jackie Nytes that this presented no danger to staff and that I wasn't working the event, so I was being too sensitive, and that perhaps I was unwell emotionally.*

*Perhaps equally as distressing, the library released a statement on our official website stating that while a staff member at Central had been diagnosed with COVID-19, effective measures had been implemented to mitigate risk from exposure. One of the measures listed was a cap on the amount of time individual library patrons could spend in the building in a single day. The number listed in the library's statement was an hour. Staff and the public were told patrons would be limited to an hour when the library began our phased reopening. I believe each of the board members here tonight believed this to be the policy of the Indianapolis Public Library.*

*I can assure you, the policy of limiting patrons to one hour in the building per day is not being followed at Central Library. Patrons are being asked to limit their stay when they enter the building, but there is no effort being made to enforce the rule. It's more of a suggestion. Many aren't following the suggestion.*

*Both of these developments show a cavalier disregard for the reality of working life at Central Library. Staff have lost faith in Jackie Nytes' management of the Library's response to COVID-19. I suggest immediately surveying staff for their feelings about the library's response to COVID-19. I also strongly suggest members of the library's executive council spend time at service desks during busy hours in order to convey to staff the safety of public-facing work during a pandemic.*

*Jordan Hunt  
Public Services Librarian  
Central Library  
Indianapolis Public Library*

There was a lengthy discussion among the Board members regarding the contents of the two letters.

Dr. Jett discussed her concern about the recent wedding held at Central Library. It was her hope that the Library would address the number of guests scheduled to attend any upcoming weddings for the safety of our staff and patrons. Additionally, she noted how the Library might go forward with weddings/events. Dr. Jett also shared that perhaps the Library should re-examine scheduling weddings/events at Central Library and address sensitive issues as they relate to race and equity.

Judge Salinas advised that Jackie Nytes, the Library's Chief Executive Officer, had noted that the necessary protocols were in place for the mentioned wedding. There were two staff members monitoring guests to make certain they were wearing masks as they came into Central. The staff members and caterers working the wedding wore masks. Central was not at max capacity. The Health Department's order was in place which allowed 250 people at a wedding. He commented that he does agree with Dr. Jett about possibly re-evaluating the Library's policy on weddings/events and looking into the disparity issues of race and equity.

With regard to the possibility of the cancellation of future weddings, Ms. Nytes noted that as the situation evolves regarding appropriate gatherings, the Library is continuing conversations to determine the number of allowable guests at weddings or other large events. At this time, the status of upcoming weddings already scheduled is uncertain pending such clarification.

Dr. Jett went on to discuss how her employer, Butler University, handles COVID screenings for their staff.

At Dr. Murtadha's request, there was an explanation of how the Library tracks "occurrences" for staff. Dr. Jett and Dr. Murtadha shared their concern regarding Library staff being charged with occurrences if they are absent from their job during this time.

Ms. Nytes advised that the practice of issuing occurrences to staff for absences was suspended in April.

Dr. Jett reminded everyone that the Board is ultimately responsible for the governance and oversight of the operation of the Library and they take this duty seriously.

Ms. Payne asked Ms. Nytes if Dr. Caine had approved the referenced wedding prior to it going forward. Ms. Nytes responded that the order in effect at the time of the wedding allowed for the 250 guests. The new order, which was announced the Friday before the wedding did not go into effect until July 27, 2020. So the Library was in compliance at the time of the wedding.

## **5. Approval Of Minutes: Executive Session, Regular and Special Meetings**

### **a. Executive Session, June 16, 2020**

The minutes were approved on the motion of Mr. Bigsbee, seconded by Rev. Robinson, and the following roll call vote:

Mr. Biederman – Aye	Ms. Payne – Aye
Mr. Bigsbee – Aye	Rev. Robinson – Aye
Dr. Jett – Aye	Judge Salinas – Aye
Dr. Murtadha – Aye	

b. **Regular Meeting, June 22, 2020**

The minutes were approved on the motion of Mr. Biederman, seconded by Mr. Bigsbee, and the following roll call vote:

Mr. Biederman – Aye	Ms. Payne – Aye
Mr. Bigsbee – Aye	Rev. Robinson – Aye
Dr. Jett – Aye	Judge Salinas – Aye
Dr. Murtadha – Aye	

## COMMITTEE REPORTS

6. **Finance Committee (Patricia A. Payne, Chair; Raymond Biederman, Curtis Bigsbee)**

a. **Report of the Treasurer – June 2020**

Ijeoma Dike-Young, Chief Financial Officer, reviewed the Report of the Treasurer. She pointed out that as of June 20, 2020, mid-year revenues totaled 50 percent of the Library's projected yearly estimate. It is seen as a good indicator that the Library has received 47 % of its projected property tax receipts. Fines and fees are down due to the suspension of services related to COVID-19. On the expenditures side, through June the Library has spent 39 percent of its projected yearly expenditures, compared to 45% at this time in 2019, again due to COVID-19. It's projected that the Library will end the year with a small surplus.

Dr. Murtadha made the motion, which was seconded by Ms. Payne, that the Report of the Treasurer be filed for audit.

The Report of the Treasurer was approved for filing for audit on the following roll call vote:

Mr. Biederman – Aye	Ms. Payne – Aye
Mr. Bigsbee – Aye	Rev. Robinson – Aye
Dr. Jett – Aye	Judge Salinas – Aye
Dr. Murtadha – Aye	

b. **Briefing Report – 2021 Proposed Budget**

Ms. Dike-Young advised that the overall budget of \$70.7 million compares to \$67.3 million in 2020. The Library is waiting for information on tax caps and assessed property values, but it's projected that the property tax levy will grow by 4.2%. With revenues not growing as was first anticipated, it's assumed that

salaries will either stay flat or increase by 1% in 2021. The budget includes a 2.7% increase in health insurance, an increase in the budget for wellness programs, and a 2% increase in collection materials. The Library has moved \$1 million from the budget for physical materials to the e-resources budget, due to an increased demand in e-resources. A public hearing on the budget is scheduled for August 11, 2020, to be followed by Board approval on August 24, 2020 and then the approval by the City-County Council in October.

c. **Resolution 26 – 2020 (Liability Insurance for Policy Period 2020-2021)**

Ms. Dike-Young reviewed the information presented to the Board. She noted that the liability insurance coverage runs from August 2020 to August 2021 and covers property, liability, automobile, workers compensation, umbrella, inland marine, boiler and crime. The policy is with Travelers Insurance Group for a maximum cost of \$308,276, which is a slight increase (9.3%) from this year but lower than quotes received from other carriers.

After full discussion and careful consideration of Resolution 26 – 2020, the resolution was adopted on the motion of Ms. Payne, seconded by Dr. Murtadha, to approve Resolution 26 – 2020, the Liability Insurance for Policy Period 2020-2021.

Resolution 26 – 2020 was approved on the following roll call vote:

Mr. Biederman – Aye	Ms. Payne – Aye
Mr. Bigsbee – Aye	Rev. Robinson – Aye
Dr. Jett – Aye	Judge Salinas – Aye
Dr. Murtadha – Aye	

The resolution is appended to, and made a part of, these minutes.

d. **Briefing Report – Eliminating “Per Day” Late Fines and Waiving Historical Fines**

John Helling, Director, Public Services, explained the proposal contained in his report to the Board about the elimination of fines.

He pointed out that over the last five years, the Library has seen a decline in fines revenue from around \$900,000 to around \$477,000. While the Library would be giving up this income, there would be many offsetting benefits, including reduced placements with our debt collection agency, allowing staff to focus more on public service and removing barriers that disproportionately impact patrons of color and those who reside in areas of low income and high poverty. The Library is also proposing waiving around \$2 million in historical fines. The fines are extremely unlikely to be collected. Overall, going “fine free” would allow many patrons to re-engage with the Library. There is no proposal being presented to eliminate fees incurred when materials are damaged or lost.

This item will be brought to the Board in August for final approval.

**7. Diversity, Policy and Human Resources Committee (Rev. T. D. Robinson, Chair; Patricia A. Payne, Judge Jose D. Salinas)**

**a. Resolution 27 – 2020 (Approval of Youth Protection Policy)**

Katherine Lerg, HR Director, discussed the policy. She noted that the Library's insurance carrier had recommended implementing this type of policy. It was

mentioned that the Youth Protection Policy, located in the Library's Policy Manual as Section 408, ensures a safe and secure environment for young people who visit the Library. The goal of this policy is to protect youths from incidents of misconduct or inappropriate behavior and to also protect staff from compromised situations.

After full discussion and careful consideration, Ms. Payne made the motion, which was seconded by Rev. Robinson, to approve Resolution 27 – 2020, the Youth Protection Policy.

Resolution 27 – 2020 was approved on the following roll call vote:

Mr. Biederman – Aye	Ms. Payne – Aye
Mr. Bigsbee – Aye	Rev. Robinson – Aye
Dr. Jett – Aye	Judge Salinas – Aye
Dr. Murtadha – Aye	

The resolution is appended to, and made a part of, these minutes.

**b. Resolution 28 – 2020 (Adoption of Annual Minority/Women/Veteran/Disability Owned Business Enterprise (XBE) Utilization Goals)**

Jessica Moore, Diversity, Equity and Inclusion Officer reviewed the resolution. She advised that recently the Library had participated in a City of Indianapolis study that indicated disparities in access to business opportunities for XBE's across city departments and municipal corporations. The Library desires to provide more equitable opportunities for all companies to do business with us. Adoption of the City's Annual XBE Utilization Goals is one step in this process. Annual goals are: Minority-Owned Business Enterprise – 15%, Women-Owned Business Enterprise – 8%, Veteran-Owned Business Enterprise – 3%, and Disability-Owned Business Enterprise – 1%.

After full discussion and careful consideration, Ms. Payne made the motion, which was seconded by Rev. Robinson, to approve Resolution 28 – 2020, the Annual Minority/Women/Veteran/Disability Owned Business Enterprise (XBE) Utilization Goals.

Resolution 28 – 2020 was approved on the following roll call vote:

Mr. Biederman – Aye	Ms. Payne – Aye
Mr. Bigsbee – Aye	Rev. Robinson – Aye
Dr. Jett – Aye	Judge Salinas – Aye
Dr. Murtadha – Aye	

The resolution is appended to, and made a part of, these minutes.

c. **Update on CEO's Evaluation**

Rev. Robinson provided an update on the CEO evaluation process. He pointed out the documents that had been provided to the Board for their review, namely, a timeline and a sample evaluation form. Rev. Robinson reminded everyone that the Board is responsible for conducting a formal, written review of the CEO on an annual basis. It was determined that a more comprehensive review process was needed. In that regard, all Executive Committee members, as well as Library Union and Staff Association representatives, will be given a chance to offer input on the CEO's evaluation. .

8. **Facilities Committee (Dr. Terri Jett, Chair; Curtis Bigsbee, Dr. Khuala Murtadha)**

Dr. Jett advised that the Committee did not have any items to report.

9. **Strategic Planning Committee (Dr. Terri Jett, Chair; Dr. Khuala Murtadha, Judge Jose D. Salinas)**

a. **Draft of Mission/Vision/Values**

Garrett Mason, Strategic Planning and Assessment Officer, discussed the document he had distributed to the Board. It listed the top aspirational and core values as identified by Library staff that will serve as the basis of the new Strategic Plan for 2021-2023. Revisions in wording to the Library's Mission Statement and Vision Statement were also discussed.

b. **Progress Report on the Public Survey**

Mr. Mason announced that 4,085 public surveys have been received to date. Deadline for receipt of the completed surveys is July 31, 2020.

c. **Next Steps in the Process**

Mr. Mason then noted that the next steps in the Strategic Plan process include using the surveys and other information to identify strategic themes, create a draft plan to share with staff and community partners. Feedback will be incorporated to finalize Strategic Plan content for review and approval by the Library Board.

d. **Statistics**

There was a review and discussion on the "IndyPL Statistics – Mid-July 2020" that had been compiled by Mr. Mason. Some of the statistics included were as follows: Circulation by Location Type and Month; eCirc and Database Use by Month; eCirc Monthly Comparison by Year; Total YTD Physical Circulation by Location; Count of Active Cardholders; Total PC Use Hours by Month; Total Wireless Sessions; Adjusted Door Count Comparison by Year and Month; Total Programs Delivered; and Total Program Attendance.

## 10. Library Foundation Update

### July 2020 Library Foundation Update

Rev. Robinson provided the Update for July 2020.

#### News

This month, the Library Foundation received a grant from Lilly Endowment, Inc. to expand the Library's collection of racial equity materials. It will allow the Library to purchase 4,000 copies of 180 titles in various formats, including material for 100 schools that participate in the Shared System and/or Axis 360. The grant also includes funding to help publicize the expanded collection. We appreciate the Collection Management Team's quick legwork, which enabled us to submit the request in a timely manner. To develop the booklist, Collection Management received valuable feedback and/or resources from Jessica Moore, Nichelle Hayes, Ms. Pat Payne and Dr. Terri Jett. We shared the Library's booklist with Indiana Humanities, which received a separate Lilly Endowment grant to help libraries throughout the state augment or create collections that advance racial equity.

#### Donors

The Foundation thanks 1,845 donors who made gifts last month. The following are our top corporate and foundation contributors:

- Barnes & Thornburg LLP
- First Merchants Bank
- Indiana Education Savings Authority
- Indiana Humanities
- Indiana University Health
- Miller Summer Mission for Children Fund
- Ritz Charles, Inc.
- The Glick Fund

#### Program Support

This month, we are proud to provide funding for the following Library programs. All programs are system-wide unless otherwise noted.

##### Children's Programs

- Pocket Park Storywalk (INFO)
- Preschool Packaged Programs
- Read to Me, Please (INFO)
- Teen Advisory Groups (PIK, MIC, WRN)

##### Cultural

- Adult Book Discussions (GLD)
- Art for Families
- Branded Giveaways
- Center for Black Literature and Cultural (includes CBLC Book Fest 2020 and CBLC 3<sup>rd</sup> Anniversary)



- Concert Series
- Youth Art Series (E38)
- ISCR Lecture Series (CEN)
- Preschool Packaged Programs
- Rainbow Reads Book Club
- Snacks and Stories
- Teen Spaces (WRN)
- Trunk or Treat (EWA and SPK)
- Teen Anime Club (WRN)
- YA Author Visits

#### Collections/IT

- Book Club in a Bag

#### Lifelong Learning

- Coding and Tech for Adults

#### Capital/Branch

- Branch Re-Opening Celebration (WAY)

## 11. Report Of The Chief Executive Officer

### a. Confirming Resolutions:

#### 1) Resolution Regarding Finances, Personnel and Travel (29 – 2020)

Ms. Nytes advised that everything in the resolution is routine this month.

After full discussion and careful consideration, Ms. Payne made the motion, which was seconded by Dr. Murtadha, to approve Resolution 29 – 2020, Resolution Regarding Finances, Personnel and Travel.

Resolution 29 – 2020 was approved on the following roll call vote:

Mr. Biederman – Aye	Ms. Payne – Aye
Mr. Bigsbee – Aye	Rev. Robinson – Aye
Dr. Jett – Aye	Judge Salinas – Aye
Dr. Murtadha – Aye	

The resolution is appended to, and made a part of, these minutes.

### b. Announcement of “All Staff Read”

Ms. Nytes announced that the entire staff of the Indianapolis Public Library will participate in the One Book/One Library initiative. The book chosen for staff to read is Stamped: racism, antiracism, and you written by Jason Reynolds and Ibram X. Kendi. The goal is to develop a foundation of understanding of racial

equity issues and a common vocabulary for progress. In addition to reading the book, staff will be offered the opportunity to participate in facilitated discussions.

A video about the program featuring Ms. Nytes and Ms. Moore was also shown.

Ms. Nytes suggested that perhaps the Board members might like to participate as well.

b. **Our COVID Experience**

Ms. Nytes provided an overview of how Library service has been impacted by COVID-19. In addition to providing more opportunities for staff leave, the Library has devoted resources for plexiglass dividers, protective equipment, cleaning, signage, etc. to ensure public and staff safety. Services have also changed, such as emphasis on curbside service, online resources, and virtual programming. Following a staff survey of impacted staff, the Library is assessing how to accommodate those employees whose children may need to remain home if schools are not open this Fall.

**UNFINISHED BUSINESS**

12. None.

**NEW BUSINESS**

13. None.

**AGENDA BUILDING**

14. **Future Agenda Items** – This time was made available for discussion of items not on the Agenda which were of interest to Library Board members and the opportunity was given to suggest items that should be included on future Library Board Meeting Agendas.

Items suggested for upcoming Board Agendas are as follows:

**August, 2020** – There were no items suggested.

**INFORMATION**

15. **Materials**

a. **Strategic Planning Committee Notes – July 9, 2020**

b. **Finance Committee Meeting Notes – July 15, 2020**

**16. Board Meeting Schedule for 2020 (Notice and Place of Meeting) and Upcoming Events/Information**

- a. **Board Meetings for 2020** – *Current calendar will be updated, as necessary, and additional information highlighted.*
- b. **Library Programs/Free Upcoming Events** – All Programs and Events are canceled until further notice.

**17. Notice of Special Meetings**

Although single committee meetings will continue, a Special Board Meeting will be held at 6:30 p.m. on Tuesday, August 11, 2020, for the purpose of a Public Hearing on the 2021 Budget. It is anticipated that this will be a virtual meeting.

**18. Notice of Next Regular Meeting**

Monday, August 24, 2020, at the Pike Branch Library, 6528 North Zionsville Road, at 6:30 p.m.

It is noted that this meeting might be changed to a Zoom meeting depending on circumstances at the time and any pertinent orders from the Governor or Mayor.

**19. Other Business**

None.

**20. Adjournment**

The Secretary announced that there was no further business to come before the Board.

The Chairman then declared the meeting adjourned at 8:45 p.m.

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Raymond Biederman, Secretary to the Board



**Indianapolis-Marion County Public Library**  
**Report of the Treasurer for July 2020**  
**Prepared by Accounting for August 24, 2020 Board Meeting**

**5a**

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**Indianapolis-Marion County Public Library  
Operating Fund Revenues and Expenditures  
Month Ended July 31, 2020**

<b>Revenue</b>		<b>Annual</b>			<b>% Budget Received</b>
		<b>2020 Revised Budget</b>	<b>Actual MTD 7/31/2020</b>	<b>Actual YTD 7/31/2020</b>	
Property Taxes	31	35,756,871	-	16,929,357	47%
Intergovernmental	33	7,938,539	414,372	4,608,136	58%
Fines & Fees	35	667,500	15,863	147,386	22%
Charges for Services	34	627,100	33,351	208,818	33%
Miscellaneous	36	765,000	55,850	1,719,712	225%
<b>Total</b>		<b>45,755,010</b>	<b>519,436</b>	<b>23,613,409</b>	<b>52%</b>

<b>Expenditures</b>		<b>Annual</b>			<b>% Budget Spent</b>
		<b>2020 Revised Budget</b>	<b>Actual MTD 7/31/2020</b>	<b>Actual YTD 7/31/2020</b>	
Personal Services & Benefits	41	28,533,984	1,915,971	15,011,840	53%
Supplies	42	1,405,276	73,670	421,892	30%
Other Services and Charges	43	16,716,181	935,745	6,733,287	40%
Capital Outlay	44	3,486,315	331,326	738,650	21%
<b>Total</b>		<b>50,141,756</b>	<b>3,256,712</b>	<b>22,905,669</b>	<b>46%</b>

**Indianapolis-Marion County Public Library**  
**Fund 101- Operating Fund - Detailed Income Statement**  
**Month Ended July 31, 2020**

	Original Budget	Revised Budget	MTD	YTD	P.O.	Available Budget
<b>REVENUE</b>						
<b>TAXES</b>						
311000 PROPERTY TAX	43,605,112	43,605,112	-	16,929,357	-	26,675,755
311300 PROPERTY TAX CAPS	(7,848,241)	(7,848,241)	-	-	-	(7,848,241)
<b>TAXES Total</b>	<b>35,756,871</b>	<b>35,756,871</b>	<b>-</b>	<b>16,929,357</b>	<b>-</b>	<b>18,827,514</b>
<b>INTERGOVERNMENTAL</b>						
332200 E-RATE REVENUE	248,400	248,400	54,215	97,045	-	151,355
335100 FINANCIAL INSTITUTION TAX REV	261,850	261,850	-	202,569	-	59,281
335200 LICENSE EXCISE TAX REVENUE	2,774,272	2,774,272	-	1,494,547	-	1,279,725
335400 LOCAL OPTION INCOME TAX	3,854,584	3,854,584	321,215	2,369,816	-	1,484,768
335500 COUNTY OPTION INCOME TAX	467,329	467,329	38,943	289,702	-	177,627
335700 COMMERCIAL VEHICLE TAX REVENUE	302,664	302,664	-	141,293	-	161,371
339000 IN LIEU OF PROP. TAX	29,440	29,440	-	13,165	-	16,275
<b>INTERGOVERNMENTAL Total</b>	<b>7,938,539</b>	<b>7,938,539</b>	<b>414,372</b>	<b>4,608,136</b>	<b>-</b>	<b>3,330,403</b>
<b>CHARGES FOR SERVICES</b>						
347600 COPY MACHINE REVENUE	-	-	-	126	-	(126)
347601 PUBLIC PRINTING REVENUE	351,300	351,300	20,397	100,415	-	250,885
347602 FAX TRANSMISSION REVENUE	60,000	60,000	5,461	23,714	-	36,286
347603 PROCTORING EXAMS	3,800	3,800	29	826	-	2,974
347604 PLAC CARD DISTRIBUTION REVENUE	83,000	83,000	-	53,719	-	29,281
347605 USAGE FEE REVENUE	12,000	12,000	840	7,160	-	4,840
347606 SET-UP & SERVICE - TAXABLE	15,000	15,000	2,925	5,225	-	9,775
347607 SET-UP & SERVICE - NON-TAXABLE	12,000	12,000	1,000	2,465	-	9,535
347608 SECURITY SERVICES REVENUE	18,000	18,000	1,380	4,297	-	13,703
347609 EVENT SECURITY	-	-	1,320	2,280	-	(2,280)
347620 CAFE REVENUE	12,000	12,000	-	615	-	11,385
347621 CATERING REVENUE	60,000	60,000	-	7,977	-	52,023
<b>CHARGES FOR SERVICES Total</b>	<b>627,100</b>	<b>627,100</b>	<b>33,351</b>	<b>208,818</b>	<b>-</b>	<b>418,282</b>
<b>FINES</b>						
351200 FINES	650,000	650,000	15,260	142,804	-	507,196
351201 OTHER CARD REVENUE	2,000	2,000	65	1,105	-	895
351202 HEADSET REVENUE	7,000	7,000	219	1,377	-	5,623
351203 USB REVENUE	6,000	6,000	260	1,579	-	4,421
351204 LIBRARY TOTES	2,500	2,500	60	521	-	1,979
<b>FINES Total</b>	<b>667,500</b>	<b>667,500</b>	<b>15,863</b>	<b>147,386</b>	<b>-</b>	<b>520,114</b>
<b>MISCELLANEOUS</b>						
360000 MISCELLANEOUS REVENUE	2,500	2,500	18	1,058	-	1,442
360001 REVENUE ADJUSTMENT	-	-	-	1,086	-	(1,086)
361000 INTEREST INCOME	170,000	170,000	5,675	166,781	-	3,219
362000 FACILITY RTL REV - TAXABLE	100,000	100,000	2,127	19,891	-	80,109
362001 FACILITY RENTAL REV - NONTAX	64,000	64,000	-	4,219	-	59,781
362002 EQUIPMENT RENTAL REV - TAXABLE	1,000	1,000	2,250	3,750	-	(2,750)
362003 EQUIPMENT RENTAL REV - NONTAX	2,500	2,500	-	300	-	2,200
367004 OTHER GRANTS	225,000	225,000	-	-	-	225,000
<b>MISCELLANEOUS Total</b>	<b>565,000</b>	<b>565,000</b>	<b>10,070</b>	<b>197,085</b>	<b>-</b>	<b>367,915</b>
<b>OTHER FINANCING SRCS</b>						
392100 SALE OF SURPLUS PROPERTY	-	-	45,780	45,780	-	(45,780)
396000 REFUNDS	5,000	5,000	-	341,450	-	(336,450)

	<b>Original Budget</b>	<b>Revised Budget</b>	<b>MTD</b>	<b>YTD</b>	<b>P.O.</b>	<b>Available Budget</b>
399000 REIMBURSEMENT FOR SERVICES	175,000	175,000	-	113,575	-	61,425
399001 INSURANCE REIMBURSEMENTS	20,000	20,000	-	1,021,821	-	(1,001,821)
<b>OTHER FINANCING SRCS Total</b>	<b>200,000</b>	<b>200,000</b>	<b>45,780</b>	<b>1,522,627</b>	<b>-</b>	<b>(1,322,627)</b>

<b>REVENUE Total</b>	<b>45,755,010</b>	<b>45,755,010</b>	<b>519,436</b>	<b>23,613,409</b>	<b>-</b>	<b>22,141,601</b>
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**EXPENSE**

**PERSONAL SERVICES**

411000 SALARIES APPOINTED STAFF	18,059,744	17,878,748	1,270,218	9,849,249	-	8,029,499
412000 SALARIES HOURLY STAFF	1,820,444	1,805,589	76,582	720,823	-	1,084,766
413000 WELLNESS	35,000	35,000	50	12,196	-	22,804
413001 LONG TERM DISABILITY INSURANCE	44,075	44,075	3,842	30,046	-	14,029
413002 EMPLOYEE ASSISTANCE PROGRAM	23,500	23,500	1,600	9,600	9,600	4,300
413003 TUITION ASSISTANCE	25,000	25,000	250	8,647	-	16,353
413100 FICA AND MEDICARE	1,513,443	1,513,443	100,264	770,385	-	743,058
413300 PERF/INPRS	2,546,358	2,546,358	181,591	1,383,868	-	1,162,490
413400 UNEMPLOYMENT COMPENSATION	9,000	25,500	6,028	12,161	13,284	55
413500 MEDICAL & DENTAL INSURANCE	4,610,470	4,597,821	272,398	2,193,089	5,527	2,399,205
413600 GROUP LIFE INSURANCE	38,950	38,950	3,148	21,776	-	17,174
<b>PERSONAL SERVICES Total</b>	<b>28,725,984</b>	<b>28,533,984</b>	<b>1,915,971</b>	<b>15,011,840</b>	<b>28,411</b>	<b>13,493,734</b>

**SUPPLIES**

421500 OFFICE SUPPLIES - FAC/PURCH	385,096	454,797	33,690	161,433	76,194	217,171
421600 LIBRARY SUPPLIES	186,000	195,879	14,214	37,685	9,821	148,372
421700 DEPARTMENT OFFICE SUPPLIES	373,800	440,776	14,771	149,435	19,245	272,097
422210 GASOLINE	44,000	46,321	475	6,811	19,197	20,312
422250 UNIFORMS	8,000	10,800	539	5,416	996	4,387
422310 CLEANING & SANITATION	165,000	118,405	8,389	46,778	25,171	46,456
429001 NON CAPITAL FURNITURE & EQUIP	128,000	138,298	1,592	14,334	-	123,964
<b>SUPPLIES Total</b>	<b>1,289,896</b>	<b>1,405,276</b>	<b>73,670</b>	<b>421,892</b>	<b>150,624</b>	<b>832,759</b>

**OTHER SERVICES AND CHARGES**

431100 LEGAL SERVICES	219,000	251,500	22,128	126,674	10,304	114,523
431200 ENGINEERING & ARCHITECTURAL	25,000	25,000	-	-	-	25,000
431500 CONSULTING SERVICES	285,900	533,763	12,461	155,796	159,115	218,852
432100 FREIGHT & EXPRESS	7,000	7,485	202	2,679	2,834	1,972
432200 POSTAGE	64,650	64,650	2,000	33,455	1,074	30,121
432300 TRAVEL	36,400	36,400	65	4,925	-	31,475
432400 DATA COMMUNICATIONS	281,800	284,150	63,738	161,750	392	122,008
432401 CELLULAR PHONE	10,080	10,080	875	6,034	-	4,046
432500 CONFERENCES	143,100	142,600	-	29,254	-	113,346
432501 IN HOUSE CONFERENCE	96,530	97,905	55	12,987	2,526	82,392
433100 OUTSIDE PRINTING	177,116	195,833	1,827	55,968	13,843	126,022
433200 PUBLICATION OF LEGAL NOTICES	1,800	1,800	-	289	-	1,511
434100 WORKER'S COMPENSATION	172,612	173,694	-	36,349	-	137,346
434200 PACKAGE	261,023	261,023	-	74,377	-	186,647
434201 EXCESS LIABILITY	11,179	11,179	-	9,012	-	2,167
434202 AUTOMOBILE	21,162	21,162	-	9,256	-	11,906
434500 OFFICIAL BONDS	1,080	1,080	-	975	-	105
434501 PUBLIC OFFICIALS & EE LIAB	17,280	17,280	-	15,504	-	1,776
434502 BROKERAGE FEE	18,360	18,360	-	10,000	-	8,360
435100 ELECTRICITY	1,194,813	1,421,496	59,711	432,451	889,045	100,000
435200 NATURAL GAS	146,856	184,381	1,469	58,899	88,478	37,004
435300 HEAT/STEAM	400,190	492,658	15,609	134,984	307,484	50,190
435400 WATER	83,896	95,274	4,962	34,344	58,528	2,403
435401 COOLING/CHILLED WATER	553,664	553,664	59,197	226,485	309,338	17,842
435500 STORMWATER	24,990	24,990	56	11,386	12,414	1,190
435900 SEWAGE	96,789	98,414	6,529	45,872	51,794	748
436100 REP & MAINT-STRUCTURE	573,500	801,486	45,101	395,093	211,030	195,364
436101 ELECTRICAL	672,000	672,000	23,212	106,197	181,276	384,527

	<b>Original Budget</b>	<b>Revised Budget</b>	<b>MTD</b>	<b>YTD</b>	<b>P.O.</b>	<b>Available Budget</b>
436102 PLUMBING	100,000	100,000	17,514	34,675	9,113	56,212
436103 PEST SERVICES	35,000	35,000	171	5,222	20,278	9,500
436104 ELEVATOR SERVICES	101,000	101,000	12,080	62,916	26,019	12,065
436110 CLEANING SERVICES	1,125,311	1,241,214	67,587	508,063	550,779	182,372
436200 REP & MAINT-EQUIPMENT	217,000	231,710	2,012	79,833	35,818	116,059
436201 REP & MAINT-HEATING & AIR	467,000	543,947	42,732	180,531	209,300	154,116
436202 REP & MAINT -AUTO	63,000	66,533	4,183	20,707	2,330	43,496
436203 REP & MAINT-COMPUTERS	361,600	370,324	113,209	260,663	62,576	47,084
437200 EQUIPMENT RENTAL	83,800	83,800	4,707	39,222	18,798	25,781
437300 REAL ESTATE RENTAL	448,458	448,458	31,052	238,950	-	209,508
439100 CLAIMS, AWARDS, INDEMNITIES	25,000	25,000	-	-	-	25,000
439600 TRASH REMOVAL	68,563	76,523	8,024	54,122	18,838	3,563
439601 SNOW REMOVAL	382,500	455,405	-	141,000	55,631	258,774
439602 LAWN & LANDSCAPING	325,121	335,371	52,501	153,309	1,410	180,652
439800 DUES & MEMBERSHIPS	55,390	57,750	698	45,198	2,160	10,392
439901 COMPUTER SERVICES	297,500	202,549	-	134,762	-	67,787
439902 PAYROLL SERVICES	140,000	140,000	8,754	76,538	-	63,462
439903 SECURITY SERVICES	1,349,637	1,391,870	79,097	502,624	191,676	697,571
439904 BANK FEES/CREDIT CARD FEES	65,000	65,000	5,241	31,673	-	33,327
439905 OTHER CONTRACTUAL SERVICES	699,423	755,680	35,091	223,649	371,598	160,433
439906 RECRUITMENT EXPENSES	24,300	24,300	-	1,750	249	22,301
439907 EVENTS & PR	56,700	60,084	2,800	12,175	2,470	45,439
439910 PROGRAMMING	77,500	77,600	-	6,220	2,521	68,859
439911 PROGRAMMING-JUV.	150,000	152,960	-	19,443	18,690	114,827
439912 PROGRAMMING ADULT - CENTRAL	25,000	25,000	-	2,650	-	22,350
439913 PROGRAMMING EXHIBITS - CENTRAL	5,000	5,000	-	-	-	5,000
439930 MATERIALS CONTRACTUAL	2,129,795	3,129,795	129,095	1,706,399	-	1,423,396
451100 AUDIT FEES	15,000	15,000	-	-	-	15,000
452002 TRANSFERS IN/OUT	-	-	-	-	-	-
<b>OTHER SERVICES AND CHARGES TOTAL</b>	<b>14,491,368</b>	<b>16,716,181</b>	<b>935,745</b>	<b>6,733,287</b>	<b>3,899,728</b>	<b>6,083,165</b>
<b>CAPITAL</b>						
443500 BUILDING	-	192,000	-	-	-	192,000
445100 CAPITAL - FURNITURE	-	7,154	-	7,154	-	-
445200 VEHICLES	80,000	104,663	41,745	41,745	-	62,918
445300 CAPITAL - EQUIPMENT	-	15,582	-	15,582	-	-
445301 COMPUTER EQUIPMENT	50,000	50,000	-	-	-	50,000
449000 BOOKS & MATERIALS	3,884,250	2,884,250	289,581	627,184	-	2,257,066
449100 UNPROCESSED PAPERBACK BOOKS	137,000	232,667	-	46,986	48,427	137,254
<b>CAPITAL Total</b>	<b>4,151,250</b>	<b>3,486,315</b>	<b>331,326</b>	<b>738,650</b>	<b>48,427</b>	<b>2,699,238</b>
<b>EXPENSE Total</b>	<b>48,658,498</b>	<b>50,141,756</b>	<b>3,256,712</b>	<b>22,905,669</b>	<b>4,127,190</b>	<b>23,108,897</b>





**Indianapolis-Marion County Public Library  
Receipts & Disbursements  
Month Ended July 31, 2020**

<b>FUND</b>	<b>CASH AND INVESTMENTS</b>		<b>CASH AND INVESTMENTS</b>	
	<b>6/30/20</b>	<b>RECEIPTS</b>	<b>DISBURSEMENTS</b>	<b>7/31/20</b>
101 Total Operating	28,817,878	519,436	3,482,395	25,854,919
104 Total Fines	6	42,745	42,745	6
226 Total Parking Garage	776,707	10,112	15,702	771,117
230 Total Grant	483,424	18,006	12,476	488,954
245 Total Rainy Day	5,530,793	2,028	1,192	5,531,629
270 Total Shared System	238,047	375	5,589	232,832
301 Total BIRF 1	2,593,283	1,406	-	2,594,688
321 Total BIRF 2	337,488	-	-	337,488
471 Total Library Improvement Reserve Fund	2,478,557	955	-	2,479,512
472 Total Construction	-	-	-	-
475 Total 2015 Bond RFID Books & Materials	186,965	-	-	186,965
476 Total 2016 Bond - Michigan Rd	36,912	(25,620)	-	11,292
477 Total 2017A Bond - Brightwood	918,006	-	75,119	842,887
478 Total 2017B Bond - Eagle	723,117	-	39,634	683,483
479 Total 2018A Bond - AHS/ILS/Fac Improvmts	2,539,968	-	137,178	2,402,790
480 Total 2018 BBond - West Perry Branch	8,282,804	-	428,024	7,854,780
481 Total 2019 Bond - LAW WAY Renovation	1,260,746	239	174,444	1,086,540
800 Total Gift	1,285,569	134,494	184,753	1,235,310
806 Total Payroll Liabilities (1)	81,077	108,514	109,338	80,253
812 Total Foundation Agency Fund	140	241	-	381
813 Total Staff Association Agency Fund	31	-	-	31
814 Total Sales Tax Agency Fund	197	925	373	748
815 Total PLAC Card Revenue Agency Fund	15,685	650	-	16,335
<b>Grand Total</b>	<b>56,587,398</b>	<b>814,506</b>	<b>4,708,964</b>	<b>52,692,940</b>

**Indianapolis Marion County Public Library**  
**Status of the Treasury**  
**Investment Report**  
**Month Ended July 31, 2020**

**Chase Savings Account**

	Balance July 31, 2020	Interest Earned July 31, 2020
Operating Fund	\$ 5,001,564	\$ 211
Grant Fund	\$ 193,395	\$ -
Parking Garage	\$ 409,150	\$ 17
Bond & Interest Redemption Fd	\$ 0	\$ -
Bond & Interest Redemption Fd 2	\$ 13,386	\$ -
Rainy Day Fund	\$ 404,670	\$ 17
Gift Fund	\$ 32	\$ 8
<b>Total Chase Savings Account</b>	<b>\$ 6,022,196</b>	<b>\$ 254</b>

The average savings account rate for July was 0.05%

**Previous Month's Chase Savings Account Activity**

	Balance June 30, 2020	Interest Earned June 30, 2020
Operating Fund	\$ 5,001,352	\$ 93
Grant Fund	\$ 193,395	\$ -
Parking Garage	\$ 409,133	\$ 17
Bond & Interest Redemption Fd	\$ 0	\$ -
Bond & Interest Redemption Fd 2	\$ 13,386	\$ -
Rainy Day Fund	\$ 404,653	\$ 17
Gift Fund	\$ 24	\$ 8
<b>Total Chase Savings Account</b>	<b>\$ 6,021,942</b>	<b>\$ 134</b>

The average savings account rate for June was 0.05%

**Fifth Third Bank Investment Account**

	Balance July 31, 2020	Interest Earned July 31, 2020
Library Improvement Reserve Fd	\$ 2,225,917	\$ 955
Rainy Day Fund	\$ 4,452,424	\$ 1,911
<b>Total Fifth Third Bank</b>	<b>\$ 6,678,340</b>	<b>\$ 2,866</b>

The average investment account rate for July was 0.52%

**Previous Month's Fifth Third Bank Investment Account**

	Balance June 30, 2020	Interest Earned June 30, 2020
Library Improvement Reserve Fd	\$ 2,224,961	\$ 1,270
Rainy Day Fund	\$ 4,450,513	\$ 2,541
<b>Total Fifth Third Bank</b>	<b>\$ 6,675,474</b>	<b>\$ 3,812</b>

The average investment account rate for June was 0.69%

**Hoosier Fund Account Income**

	Balance July 31, 2020	Interest Earned July 31, 2020
Operating Fund	\$ 1,637,712	\$ 2,635
Rainy Day Fund	\$ 179,076	\$ 100
2017A Brightwood Project Fund	\$ -	\$ -
2018B West Perry Project Fund	\$ 3,062,846	\$ -
2018A Multi-Project Fund	\$ 2,323,565	\$ -
Bond & Interest Redemption Fd	\$ 21,261	\$ 1,374
2019 Lawrence/Wayne Project Fund	\$ 427,719	\$ 239
<b>Total Hoosier Fund Account</b>	<b>\$ 7,652,179</b>	<b>\$ 4,348</b>

The average Hoosier Fund account rate for July was 0.67%

**Previous Month's Hoosier Fund Account Income**

	Balance June 30, 2020	Interest Earned June 30, 2020
Operating Fund	\$ 1,635,077	\$ 2,819
Rainy Day Fund	\$ 178,976	\$ 107
2017A Brightwood Project Fund	\$ -	\$ -
2018B West Perry Project Fund	\$ 3,062,846	\$ -
2018A Multi-Project Fund	\$ 2,323,565	\$ -
Bond & Interest Redemption Fd	\$ 19,886	\$ 1,479
2019 Lawrence/Wayne Project Fund	\$ 427,481	\$ 625
<b>Total Hoosier Fund Account</b>	<b>\$ 7,647,831</b>	<b>\$ 5,030</b>

The average Hoosier Fund account rate for June was 0.70%

**TrustIndiana**

	Balance July 31, 2020	Interest Earned July 31, 2020
Operating Fund	\$ 6,418,410	\$ 2,618
2015 RFID Project Fund	\$ 150,000	\$ -
2017A Brightwood Project Fund	\$ 0	\$ -
2017B Eagle Project Fund	\$ 579,471	\$ -
2018B West Perry Project Fund	\$ 4,890,752	\$ -
Bond & Interest Redemption Fd 2	\$ 90,897	\$ -
Bond & Interest Redemption Fd	\$ 450,194	\$ 32
<b>Total TrustIndiana Account</b>	<b>\$ 12,579,724</b>	<b>\$ 2,650</b>

The average TrustIndiana account rate for July was 0.25%

**Previous Month's TrustIndiana**

	Balance June 30, 2020	Interest Earned June 30, 2020
Operating Fund	\$ 6,415,791	\$ 2,787
2015 RFID Project Fund	\$ 150,000	\$ -
2017A Brightwood Project Fund	\$ 0	\$ -
2017B Eagle Project Fund	\$ 579,471	\$ -
2018B West Perry Project Fund	\$ 4,890,752	\$ -
Bond & Interest Redemption Fd 2	\$ 90,897	\$ -
Bond & Interest Redemption Fd	\$ 450,162	\$ 32
<b>Total TrustIndiana Account</b>	<b>\$ 12,577,074</b>	<b>\$ 2,819</b>

The average TrustIndiana account rate for June was 0.26%

**U. S. Bank**

	Balance July 31, 2020	Interest Earned July 31, 2020
Operating Fund	\$ 8,053,162	\$ 210
<b>Total U. S. Bank</b>	<b>\$ 8,053,162</b>	<b>\$ 210</b>

The average U. S. Bank account rate for July was 0.01%

**Previous Month's U.S. Bank**

	Balance June 30, 2020	Interest Earned June 30, 2020
Operating Fund	\$ 8,052,952	\$ 906
<b>Total U. S. Bank</b>	<b>\$ 8,052,952</b>	<b>\$ 906</b>

The average U. S. Bank account rate for June was 0.05%

**Indianapolis-Marion County Public Library**  
**Fund 301 and 321 - Bond and Interest Funds - Detailed Income Statement**  
**Month Ended July 31, 2020**

	<b>ORIGINAL BUDGET</b>	<b>REVISED BUDG.</b>	<b>MTD</b>	<b>YTD</b>	<b>P.O.</b>	<b>AVAILABL E BUDG.</b>
<b>REVENUES</b>						
Property Taxes						
311000 PROPERTY TAX	12,882,655	12,882,655	-	6,328,213	-	6,554,442
<b>Property Taxes Total</b>	<b>12,882,655</b>	<b>12,882,655</b>	<b>-</b>	<b>6,328,213</b>	<b>-</b>	<b>6,554,442</b>
<b>Intergovernmental</b>						
335100 FINANCIAL INSTITUTION T	71,439	71,439	-	57,670	-	13,769
335200 LICENSE EXCISE TAX REVE	751,196	751,196	-	423,219	-	327,977
335700 COMMERCIAL VEHICLE TAX	59,660	59,660	-	40,225	-	19,435
339000 IN LIEU OF PROP. TAX	8,441	8,441	-	3,747	-	4,694
<b>Intergovernmental Total</b>	<b>890,736</b>	<b>890,736</b>	<b>-</b>	<b>524,861</b>	<b>-</b>	<b>365,875</b>
<b>Miscellaneous</b>						
361000 INTEREST INCOME	-	-	1,406	17,506	-	(17,506)
<b>Miscellaneous Total</b>	<b>-</b>	<b>-</b>	<b>1,406</b>	<b>17,506</b>	<b>-</b>	<b>(17,506)</b>
<b>REVENUES Total</b>	<b>13,773,391</b>	<b>13,773,391</b>	<b>1,406</b>	<b>6,870,581</b>	<b>-</b>	<b>6,902,811</b>
<b>EXPENSES</b>						
<b>Other Services and Charges</b>						
439904 BANK FEES/CREDIT CARD F	6,750	6,750	-	3,500	-	3,250
438100 PRINCIPAL	14,795,000	14,795,000	-	8,920,000	-	5,875,000
438200 INTEREST	1,848,161	1,848,161	-	1,242,466	-	605,695
<b>Other Services and Charges Total</b>	<b>16,649,911</b>	<b>16,649,911</b>	<b>-</b>	<b>10,165,966</b>	<b>-</b>	<b>6,483,945</b>
<b>EXPENSES Total</b>	<b>16,649,911</b>	<b>16,649,911</b>	<b>-</b>	<b>10,165,966</b>	<b>-</b>	<b>6,483,945</b>

**Indianapolis-Marion County Public Library**  
**Fund 245 - Rainy Day Fund - Detailed Income Statement**  
**Month Ended July 31, 2020**

	Original Budget	Revised Budget	MTD	YTD	P.O.	Available Budget
<b>REVENUE</b>						
<b>MISCELLANEOUS</b>						
361000 INTEREST INCOME	30,000	30,000	2,028	41,183	-	(11,183)
<b>MISCELLANEOUS Total</b>	<b>30,000</b>	<b>30,000</b>	<b>2,028</b>	<b>41,183</b>	<b>-</b>	<b>(11,183)</b>
<b>REVENUE Total</b>	<b>30,000</b>	<b>30,000</b>	<b>2,028</b>	<b>41,183</b>	<b>-</b>	<b>(11,183)</b>
<b>EXPENSE</b>						
<b>OTHER SERVICES AND CHARGES</b>						
431100 LEGAL SERVICES	100,000	94,788	1,192	12,590	-	82,197
431200 ENGINEERING & ARCHITECTURAL	400,000	563,113	-	-	163,113	400,000
431500 CONSULTING SERVICES	-	7,521	-	4,200	-	3,321
438400 ISSUANCE COSTS	-	1,013	-	1,013	-	-
452002 TRANSFERS IN/OUT	-	-	-	(205,070)	-	205,070
<b>OTHER SERVICES AND CHARGES TOTAL</b>	<b>500,000</b>	<b>666,433</b>	<b>1,192</b>	<b>(187,267)</b>	<b>163,113</b>	<b>690,588</b>
<b>CAPITAL</b>						
441000 LAND	500,000	500,000	-	-	-	500,000
443500 BUILDING	1,000,000	1,000,000	-	-	-	1,000,000
<b>CAPITAL Total</b>	<b>1,500,000</b>	<b>1,500,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,500,000</b>
<b>EXPENSE Total</b>	<b>2,000,000</b>	<b>2,166,433</b>	<b>1,192</b>	<b>(187,267)</b>	<b>163,113</b>	<b>2,190,588</b>

**Indianapolis-Marion County Public Library**  
**Fund 471 - Library Improvement Reserve Fund - Detailed Income Statement**  
**Month Ended July 31, 2020**

	Original Budget	Revised Budget	MTD	YTD	P.O.	Available Budget
<b>REVENUE</b>						
<b>MISCELLANEOUS</b>						
361000 INTEREST INCOME	40,000	40,000	955	19,754	-	20,246
<b>MISCELLANEOUS Total</b>	<b>40,000</b>	<b>40,000</b>	<b>955</b>	<b>19,754</b>	<b>-</b>	<b>20,246</b>
<b>REVENUE Total</b>	<b>40,000</b>	<b>40,000</b>	<b>955</b>	<b>19,754</b>	<b>-</b>	<b>20,246</b>
<b>EXPENSE</b>						
<b>OTHER SERVICES AND CHARGES</b>						
436100 REP & MAINT-STRUCTURE	600,000	910,795	-	261,175	49,621	600,000
<b>OTHER SERVICES AND CHARGES TOTAL</b>	<b>600,000</b>	<b>910,795</b>	<b>-</b>	<b>261,175</b>	<b>49,621</b>	<b>600,000</b>
<b>CAPITAL</b>						
444501 COMPUTER SOFTWARE	-	259,563	-	5,738	253,826	-
<b>CAPITAL Total</b>	<b>-</b>	<b>259,563</b>	<b>-</b>	<b>5,738</b>	<b>253,826</b>	<b>-</b>
<b>EXPENSE Total</b>	<b>600,000</b>	<b>1,170,358</b>	<b>-</b>	<b>266,912</b>	<b>303,446</b>	<b>600,000</b>

**Indianapolis-Marion County Public Library**  
**Fund 226 - Parking Garage - Detailed Income Statement**  
**Month Ended July 31, 2020**

	Original Budget	Revised Budget	MTD	YTD	P.O.	Available Budget
<b>REVENUE</b>						
<b>CHARGES FOR SERVICES</b>						
347610 PARKING REVENUE	120,000	120,000	8,570	72,966	-	47,034
347611 EVENTS PARKING	8,000	8,000	1,525	2,875	-	5,125
<b>CHARGES FOR SERVICES Total</b>	<b>128,000</b>	<b>128,000</b>	<b>10,095</b>	<b>75,841</b>	<b>-</b>	<b>52,159</b>
<b>MISCELLANEOUS</b>						
361000 INTEREST INCOME	5,000	5,000	17	461	-	4,539
<b>MISCELLANEOUS Total</b>	<b>5,000</b>	<b>5,000</b>	<b>17</b>	<b>461</b>	<b>-</b>	<b>4,539</b>
<b>REVENUE Total</b>	<b>133,000</b>	<b>133,000</b>	<b>10,112</b>	<b>76,302</b>	<b>-</b>	<b>56,698</b>
<b>EXPENSE</b>						
<b>SUPPLIES</b>						
421200 PRINTER SUPPLIES	2,000	2,000	150	870	-	1,131
421500 OFFICE SUPPLIES - FAC/PURCH	6,000	6,000	92	1,198	-	4,802
422310 CLEANING & SANITATION	100	100	-	-	-	100
<b>SUPPLIES Total</b>	<b>8,100</b>	<b>8,100</b>	<b>242</b>	<b>2,068</b>	<b>-</b>	<b>6,032</b>
<b>OTHER SERVICES AND CHARGES</b>						
431100 LEGAL SERVICES	1,000	1,000	-	-	-	1,000
431501 PARKING GARAGE CONTRACTUAL	12,000	12,000	2,000	9,000	-	3,000
432200 POSTAGE	500	500	-	-	-	500
432400 DATA COMMUNICATIONS	4,000	4,025	665	3,115	-	910
434201 EXCESS LIABILITY	5,000	5,000	810	3,749	-	1,251
436100 REP & MAINT-STRUCTURE	15,000	15,000	-	-	-	15,000
436110 CLEANING SERVICES	8,000	8,000	4,405	4,405	-	3,595
436200 REP & MAINT-EQUIPMENT	8,000	8,000	-	367	-	7,633
436201 REP & MAINT-HEATING & AIR	123,062	146,124	-	-	23,062	123,062
439904 BANK FEES/CREDIT CARD FEES	7,000	7,000	70	2,930	-	4,070
439905 OTHER CONTRACTUAL SERVICES	45,000	45,000	7,511	34,544	-	10,456
<b>OTHER SERVICES AND CHARGES TOTAL</b>	<b>228,562</b>	<b>251,649</b>	<b>15,461</b>	<b>58,110</b>	<b>23,062</b>	<b>170,477</b>
<b>CAPITAL</b>						
445300 CAPITAL - EQUIPMENT	242,000	242,000	-	-	-	242,000
<b>CAPITAL Total</b>	<b>242,000</b>	<b>242,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>242,000</b>
<b>EXPENSE Total</b>	<b>478,662</b>	<b>501,749</b>	<b>15,702</b>	<b>60,178</b>	<b>23,062</b>	<b>418,509</b>

**Indianapolis-Marion County Public Library**  
**Fund 270 - Shared System - Detailed Income Statement**  
**Month Ended July 31, 2020**

	Original Budget	Revised Budget	MTD	YTD	P.O.	Available Budget
<b>REVENUE</b>						
<b>CHARGES FOR SERVICES</b>						
347640 SHARED SYSTEM REVENUE	-	-	375	9,587	-	(9,587)
<b>CHARGES FOR SERVICES Total</b>	-	-	375	9,587	-	(9,587)
<b>REVENUE Total</b>	-	-	375	9,587	-	(9,587)
<b>EXPENSE</b>						
<b>PERSONAL SERVICES</b>						
411000 SALARIES APPOINTED STAFF	56,824	56,824	4,747	35,600	-	21,224
413100 FICA AND MEDICARE	4,347	4,347	169	2,362	-	1,985
413300 PERF/INPRS	8,069	8,069	674	5,055	-	3,014
<b>PERSONAL SERVICES Total</b>	<b>69,240</b>	<b>69,240</b>	<b>5,589</b>	<b>43,018</b>	-	<b>26,222</b>
<b>SUPPLIES</b>						
421600 LIBRARY SUPPLIES	2,060	2,424	-	-	2,424	0
<b>SUPPLIES Total</b>	<b>2,060</b>	<b>2,424</b>	-	-	<b>2,424</b>	<b>0</b>
<b>OTHER SERVICES AND CHARGES</b>						
431500 CONSULTING SERVICES	5,000	5,000	-	-	-	5,000
432300 TRAVEL	1,836	1,836	-	-	-	1,836
432501 IN HOUSE CONFERENCE	250	250	-	-	-	250
439907 EVENTS & PR	510	510	-	-	-	510
439909 REIMBURSEMENT FOR SERVICES EXP	77,250	102,450	-	97,402	-	5,048
439931 E-BOOKS	12,100	12,100	-	-	-	12,100
452002 TRANSFERS IN/OUT	-	-	-	-	-	-
<b>OTHER SERVICES AND CHARGES TOTAL</b>	<b>96,946</b>	<b>122,146</b>	-	<b>97,402</b>	-	<b>24,744</b>
<b>EXPENSE Total</b>	<b>168,246</b>	<b>193,810</b>	<b>5,589</b>	<b>140,420</b>	<b>2,424</b>	<b>50,967</b>



**Indianapolis-Marion County Public Library**  
**Fund 800 & 230 - Gift and Grant - Detailed Income Statement**  
**Month Ended July 31, 2020**

	MTD	YTD
<b>REVENUE</b>		
<b>MISCELLANEOUS</b>		
334700 GRANTS - LSTA	(7,998)	(7,998)
360000 MISCELLANEOUS REVENUE	-	-
360001 REVENUE ADJUSTMENT	-	-
361000 INTEREST INCOME	(8)	(309)
367000 FOUNDATION CONTRIBUTION	(134,494)	(926,490)
367002 FOUNDATIONS - DESIGNATED GIFTS	-	-
367004 OTHER GRANTS	(10,000)	(161,118)
399000 REIMBURSEMENT FOR SERVICES	-	(7,255)
<b>MISCELLANEOUS Total</b>	<b>(152,500)</b>	<b>(1,095,173)</b>
<b>REVENUE Total</b>	<b>(152,500)</b>	<b>(1,095,173)</b>
<b>EXPENSE</b>		
<b>PERSONAL SERVICES</b>		
411000 SALARIES APPOINTED STAFF	21,731	63,821
412000 SALARIES HOURLY STAFF	18,587	27,519
413001 LONG TERM DISABILITY INSURANCE	-	-
413100 FICA AND MEDICARE	322	2,126
413300 PERF/INPRS	601	3,605
413500 MEDICAL & DENTAL INSURANCE	-	1,189
413600 GROUP LIFE INSURANCE	-	-
<b>PERSONAL SERVICES Total</b>	<b>41,240</b>	<b>98,260</b>
<b>SUPPLIES</b>		
421500 OFFICE SUPPLIES - FAC/PURCH	-	282
421600 LIBRARY SUPPLIES	-	2,112
421700 DEPARTMENT OFFICE SUPPLIES	1,230	43,312
<b>SUPPLIES Total</b>	<b>1,230</b>	<b>45,706</b>
<b>OTHER SERVICES AND CHARGES</b>		
431500 CONSULTING SERVICES	1,500	24,912
432100 FREIGHT & EXPRESS	-	-
432300 TRAVEL	-	-
432400 DATA COMMUNICATIONS	4,066	28,476
432500 CONFERENCES	-	2,946
432501 IN HOUSE CONFERENCE	-	-
433100 OUTSIDE PRINTING	-	9,942
436100 REP & MAINT-STRUCTURE	-	-
439800 DUES & MEMBERSHIPS	-	250
439901 COMPUTER SERVICES	-	-
439903 SECURITY SERVICES	-	-
439905 OTHER CONTRACTUAL SERVICES	86,111	174,746
439907 EVENTS & PR	419	532
439910 PROGRAMMING	202	14,246
439911 PROGRAMMING-JUV.	1,860	20,466
439912 PROGRAMMING ADULT - CENTRAL	250	26,504

	<b>MTD</b>	<b>YTD</b>
439913 PROGRAMMING EXHIBITS - CENTRAL	-	-
439930 MATERIALS CONTRACTUAL	-	-
439934 DATABASES	-	-
<b>OTHER SERVICES AND CHARGES Total</b>	<b>94,408</b>	<b>303,019</b>
<b>CAPITAL</b>		
445100 CAPITAL - FURNITURE	-	-
445200 VEHICLES	-	-
445300 CAPITAL - EQUIPMENT	-	-
445301 COMPUTER EQUIPMENT	-	-
449000 BOOKS & MATERIALS	2,615	88,206
449100 UNPROCESSED PAPERBACK BOOKS	44,332	78,313
449200 ART & EXHIBITS	-	-
<b>CAPITAL Total</b>	<b>46,947</b>	<b>166,519</b>
<b>OTHER FINANCING SRCS</b>		
459000 REFUNDS	9,600	12,032
459001 UNRESTRICTED EXPENSES	-	-
<b>OTHER FINANCING SRCS Total</b>	<b>9,600</b>	<b>12,032</b>
<b>EXPENSE Total</b>	<b>193,425</b>	<b>625,536</b>

**Indianapolis-Marion County Public Library  
Summary of Construction Fund Cash Balances  
Month Ended July 31, 2020**

**Construction Fund Cash Balances - Does Not Include Retainage Withheld**

Fund 475 - Restricted - RFID Project	186,965.33
Fund 476 - Restricted - Michigan Road Project	11,292.37
Fund 477 - Restricted - Brightwood Project	410,112.39
Fund 478 - Restricted - Eagle Project	642,036.47
Fund 479 - Restricted - Multiple Projects	2,395,936.04
Fund 480 - Restricted - West Perry Project	7,774,198.65
Fund 481 - Restricted - Lawrence/ Wayne Projects	910,227.42
Fund 472 - Construction/Foundation	0.00
<b>Total Construction Fund Cash Balances</b>	<b><u><u>12,330,768.67</u></u></b>

**Construction Fund Classification Breakdown**

Fund 475 - Restricted - RFID Project	186,965.33
Fund 476 - Restricted - Michigan Road Project	11,292.37
Fund 477 - Restricted - Brightwood Project	410,112.39
Fund 478 - Restricted - Eagle Project	642,036.47
Fund 479 - Restricted - Multiple Projects	2,395,936.04
Fund 480 - Restricted - West Perry Project	7,774,198.65
Fund 481 - Restricted - Lawrence/ Wayne Projects	910,227.42
Fund 472 - Construction/Foundation - Assigned - Central	0.00
<b>Total Construction Fund Breakdown</b>	<b><u><u>12,330,768.67</u></u></b>

**Summary of Classifications**

Total Restricted	12,330,768.67
Total Assigned	0.00
<b>Total of All Classifications</b>	<b><u><u>12,330,768.67</u></u></b>

**Summary of Project Activity**

<b>PROJECT</b>	<b>TOTAL PROCEEDS + INTEREST</b>	<b>* ADJUSTED ORIGINAL BUDGET</b>	<b>CURRENT MONTH</b>	<b>CURRENT YEAR</b>	<b>PROJECT TO DATE</b>	<b>OPEN P.O.</b>	<b>UNEXPENDED</b>
* Fund 475 - Restricted - RFID Project	2,000,000.00	2,000,000.00	0.00	77,355.53	1,813,034.67	186,810.00	155.33
* Fund 476 - Restricted - Michigan Road Project	7,719,554.17	7,719,554.17	25,620.03	148,489.88	7,708,261.80	3,950.00	7,342.37
* Fund 477 - Restricted - Brightwood Project	6,170,396.01	6,100,000.00	75,118.94	1,948,299.02	5,689,887.61	394,019.15	16,093.24
* Fund 478 - Restricted - Eagle Project	7,844,465.11	7,800,000.00	42,616.68	276,844.36	7,157,963.53	115,585.64	526,450.83
* Fund 479 - Restricted - Multiple Projects	5,068,386.81	5,000,000.00	138,522.37	563,721.92	2,604,063.96	430,335.80	1,965,600.24
* Fund 480 - Restricted - West Perry Project	9,608,603.58	9,600,000.00	474,716.57	950,821.85	1,825,801.35	7,652,129.05	122,069.60
* Fund 481 - Restricted - Lawrence/ Wayne Projects	3,183,117.12	3,183,117.12	183,371.76	2,230,889.70	2,272,889.70	779,769.81	130,457.61
Fund 472 - Major Repairs & Maintenance	3,454,070.94	3,454,070.94	0.00	13,241.56	3,454,070.94	0.00	0.00
<b>Total Expenditures</b>	<b><u>45,048,593.74</u></b>	<b><u>44,856,742.23</u></b>	<b><u>939,966.35</u></b>	<b><u>6,209,663.82</u></b>	<b><u>32,525,973.56</u></b>	<b><u>9,562,599.45</u></b>	<b><u>2,768,169.22</u></b>

	<b>ADJUSTED ORIGINAL BUDGET</b>	<b>CURRENT MONTH</b>	<b>CURRENT YEAR</b>	<b>PROJECT TO DATE</b>	<b>BUDGET BALANCE</b>
Interest Earnings - Foundation - Fund 472	15,270.69	0.00	0.00	15,270.69	0.00
Appropriated Interest Earnings - Fund 476	154,554.17	0.00	0.00	154,554.17	0.00
Appropriated Interest Earnings - Fund 477	155,000.00	0.00	0.00	155,000.00	0.00
Appropriated Interest Earnings - Fund 478	83,372.45	0.00	0.00	83,372.45	0.00
Appropriated Interest Earnings - Fund 480	189,043.46	0.00	0.00	189,043.46	0.00
Appropriated Interest Earnings - Fund 481	9,405.78	238.74	9,405.78	9,405.78	0.00

\* This is the original maximum budget for the Bond including interest that was appropriated for use.



# Board Action Request

6b

<b>To:</b>	IMCPL Board	<b>Meeting Date:</b>	August 24, 2019
<b>From:</b>	Ijeoma Dike-Young, CFO	<b>Approved by the Library Board:</b>	August 24, 2019
		<b>Effective Date:</b>	August 24, 2019

**Subject:** Resolution to Adopt Appropriations and Tax Rates – 2021 Budget-  
Resolution 30-2020

**Recommendation:** Passage of Resolution 30- 2020

**Background:**

The Library Board is required under Indiana Code 36-3-6-9(b) to submit an adopted budget and tax levies to the council clerk by August 31<sup>st</sup>. The Library published notice of a public hearing for August 11<sup>th</sup> and adoption of the 2020 budget for August 24<sup>th</sup> on July 31<sup>st</sup> and August 7<sup>th</sup> in the Indianapolis Star and Court & Commercial. The attached resolution includes the budget for the Library's Operating Fund, Debt Service Fund, Bond #2 Fund, Rainy Day Fund, and Library Improvement Reserve Fund effective January 1, 2021 – December 31, 2021 and the related tax levies for each fund.

**Strategic/Fiscal Impact:**

The 2021 Budget includes the 4.2% increase in the growth rate for the tax levy as set by the Department of Local Government Finance resulting in the maximum tax levy allowed.

In addition, the budget includes an estimated debt payment for the 2020 Multi-Facility Renovation and Equipment Acquisition bond issue to be issued later this year. The projected tax rates are based on an estimated assessed value resulting in an advertised tax rate increase of \$0.0068. Based on certified net assessed values from the Department of Local Government Finance gateway site, the Library anticipates an increase for 2020 pay 2021 assessed value resulting in a decrease in the Library's overall tax rate.



# Board Resolution

# 6b

## INDIANAPOLIS-MARION COUNTY PUBLIC LIBRARY RESOLUTION 30 - 2020

### RESOLUTION FOR APPROPRIATIONS AND TAX RATES August 24, 2020

State Form 55865 (7-15)  
Budget Form No. 4  
Approved by State Board of Accounts, 2015  
Prescribed by the Department of Local Government Finance

Be it ordained / resolved by the Indianapolis-Marion County Public Library that for the expenses of Indianapolis-Marion County Public Library for the year ending December 31, 2021 the sums herein specified are hereby appropriated and ordered set apart out of the several funds herein named and for the purposes herein specified, subject to the laws governing the same. Such sums herein appropriated shall be held to include all expenditures authorized to be made during the year, unless otherwise expressly stipulated and provided for by law. In addition, for the purposes of raising revenue to meet the necessary expenses of Indianapolis-Marion County Public Library, the property tax levies and property tax rates as herein specified are included herein. Budget Form 4-B for all funds must be completed and submitted in the manner prescribed by the Department of Local Government Finance.

This ordinance/resolution shall be in full force and effect from and after its passage and approval by the Indianapolis-Marion County Public Library.

**Name of Adopting / Fiscal Body:** Indianapolis-Marion County Public Library  
**Type of Adopting / Fiscal Body:** Library Board  
**Date of Adoption:** August 24, 2020

DLGF Reviewed Funds				
Fund Code	Fund Name	Adopted Budget	Adopted Tax Levy	Adopted Tax Rate
0061	Rainy Day	\$3,000,000	-	\$0.0000
0101	General	49,968,376	47,000,000	0.1052
0180	Debt Service	9,121,080	9,200,000	0.0208
0182	Bond # 2	9,000,000	8,500,000	0.0190
2011	Library Improvement Reserve Fund	-	-	0.0000
<b>Total</b>		<b>\$71,089,456</b>	<b>\$64,700,000</b>	<b>\$0.1450</b>

Name		Signature	
Judge Jose D. Salinas, President	Aye	<input type="checkbox"/>	
	Nye	<input type="checkbox"/>	
	Abstain	<input type="checkbox"/>	
Rev. T.D. Robinson, Vice President	Aye	<input type="checkbox"/>	
	Nye	<input type="checkbox"/>	
	Abstain	<input type="checkbox"/>	
Raymond J. Biederman, Secretary	Aye	<input type="checkbox"/>	
	Nye	<input type="checkbox"/>	
	Abstain	<input type="checkbox"/>	
Curtis W. Bigsbee, Member	Aye	<input type="checkbox"/>	
	Nye	<input type="checkbox"/>	
	Abstain	<input type="checkbox"/>	
Dr. Terri Jett, Member	Aye	<input type="checkbox"/>	
	Nye	<input type="checkbox"/>	
	Abstain	<input type="checkbox"/>	
Dr. Khuala Murtadha, Member	Aye	<input type="checkbox"/>	
	Nye	<input type="checkbox"/>	
	Abstain	<input type="checkbox"/>	
Patricia A. Payne, Member	Aye	<input type="checkbox"/>	
	Nye	<input type="checkbox"/>	
	Abstain	<input type="checkbox"/>	



# Board Action Request

6c

**To:** IMCPL Board

**Meeting Date:** August 24, 2020

**From:** Ijeoma Dike-Young, CFO

**Effective Date:** August 24, 2020

**Subject:** Library Management recommends Board approval for the attached action (Resolution 31-2020) to authorize the Library CEO and/or CFO to adjust the Library combined debt service fund tax rate to accomplish a total debt service rate that will not exceed \$0.0318 per \$100 of assessed valuation (AV) payable in 2021.

**Background:** Indianapolis Public Library (the Library) will adopt the 2021 budget at the August 24<sup>th</sup> board meeting. The budget is not finalized until it has been approved by the City Council and then the Department of Local Government Finance (DLGF). The DLGF works the budget to check the final numbers to ensure that all the numbers meet the statutorily required amounts.

The combined debt service tax rate proposed for adoption by the Library is \$0.0398 per \$100 of assessed value. This is higher than our expected tax rate of \$0.0318 per \$100 of AV. The Library advertised higher, as is typical, to protect the Library levy and tax rate against unexpected changes to the average growth quotient or to the certified net assessed value (CNAV). For the debt service fund, in particular, the Library included an estimated amount for the 2021 debt service for the 2020 Multi-Facility Renovation and Equipment Acquisition bond issue which will be issued later this year. Once that is issued, we will have the final debt service amount needed for the Debt Service Fund and we will send the final debt service schedule to the DLGF.

The DLGF will make necessary adjustments based on the final debt service and allowable cash balances. The DLGF then sends out the 1782 notice with the levies and tax rates, typically in January of the budget year. The Library then has an opportunity to make adjustments or corrections before the final budget order is released.

The Library seeks to have a resolution passed to give the DLGF and the City County Council notice that we intend to have a combined debt service tax rate for 2021 budget year that does not exceed \$0.0318 per \$100 of AV.

**Fiscal Impact:** There is no expected fiscal impact.



# Board Resolution

6c

**INDIANAPOLIS-MARION COUNTY PUBLIC LIBRARY  
RESOLUTION 31 - 2020**

**AUTHORIZATION TO SET THE MAXIMUM COMBINED DEBT SERVICE TAX  
RATE FOR CALENDAR YEAR 2021 AT \$0.0318 PER \$100 of ASSESSED VALUATION**

**August 24, 2020**

**WHEREAS**, the Indianapolis-Marion County Public Library Board (“Library Board”) , on August 24<sup>th</sup>, 2020 will adopt a total tax rate for the debt service funds for calendar year 2021 which cannot be exceeded, and;

**WHEREAS**, the Indianapolis- Marion County Public Library (the “Library”) seeks to set the combined Debt Service Fund tax rate for calendar year 2021 at an amount not to exceed \$0.0318 per \$100 of assessed valuation payable in 2021.

**WHEREAS**, the Library is requesting Board of Trustees authorization for the Chief Executive Officer and/or the Chief Financial Officer to adjust the Debt Service Fund to accomplish a total combined Debt Service Fund tax rate not to exceed \$0.0318 per \$100 of assessed valuation payable in 2021.

**IT IS THEREFORE RESOLVED**, by the Library Board, that for the calendar year 2021, the total debt service fund tax rate will not exceed an amount of \$0.0318 per \$100 of assessed valuation.

**IT IS THEREFORE FURTHER RESOLVED**, by the Library Board that the authority is hereby given to the Chief Executive Officer and/or Chief Financial Officer to adjust the Debt Service Fund to accomplish a total rate that will not exceed an amount of \$0.0318 per \$100 of assessed valuation payable in 2021.

**DATED** this \_\_\_\_ day of \_\_\_\_\_, 2020.





## Board Action Request

6d

**To:** IMCPL Board **Meeting Date:** August 24, 2020  
**From:** John Helling, Director of Public Services  
**Subject:** Eliminating “per day” late fines and waiving historical fines

**Background:** The Indianapolis Public Library is examining the potential impacts of going “fine free.” This means eliminating the “per day” late fines that accrue when materials become overdue but are eventually returned; we are not considering eliminating the fees that are incurred when materials are damaged, lost, or otherwise removed from public access.

The “fine free movement” has been gathering momentum in the public library world for several years. Libraries have been asking themselves if the revenue realized from fines offsets the negative impacts that fines have on our relationships with communities and individual patrons.

**Strategic/Fiscal Impact:** We collect approximately 60% of the late fines that are incurred by patrons. The library has seen a steady decline in the amount of revenue that we take in from fines, from around \$900,000 in 2014 to around \$477,000 in 2019. We would be giving up this income. There would be offsetting benefits, including a decrease in the number of “placements” with Unique Management, our debt collection agency. This decrease in income is contemplated in the introduced 2021 budget.

We collect a much lower percentage of lost/damaged materials fees. In 2019, we collected \$130,924 out of \$792,254, or about 16.5%.

As part of the process of going “fine free,” the library is proposing waiving around \$2 million in historical fines. These are fines that we are extremely unlikely to collect. Our collection rate for “current year” fines is around 60%. After one year it drops to 11%, after two years it drops to 3%.

We feel that there would be significant business value to going fine free. Simply put, it is an obstacle to accomplishing our mission. Fines disproportionately affect our patrons of color and our patrons who reside in ZIP codes with low income/high poverty.

Going fine free would allow our Public Services staff to focus more on customer service and would also simplify many interactions with the public, allowing them to emphasize the more foundational aspects of the library’s mission. Waiving historical fines would allow many patrons to reengage with the library.

**Recommendation:** Approve resolution **xx-2020** authorizing Library management to pursue eliminating “per day” late fines and waiving historical fines, and in furtherance thereof to identify necessary changes to Library policy for further review and consideration for approval by the Board.



## Board Resolution

6d

### INDIANAPOLIS-MARION COUNTY PUBLIC LIBRARY

#### RESOLUTION 32 – 2020

#### ELIMINATING “PER DAY” LATE FINES AND WAIVING OF HISTORICAL DEBT ASSOCIATED WITH “PER DAY” LATE FINES

August 24, 2020

**WHEREAS**, the “fine free movement” has been gathering momentum in the public library world for several years;

**WHEREAS**, the Indianapolis-Marion County Public Library has traditionally imposed a “per day” late fines that accrue when materials become overdue but are eventually returned;

**WHEREAS**, the Indianapolis-Marion County Public Library has been collecting a diminishing share of the fines “per day” fines imposed over the last five (5) years;

**WHEREAS**, “per day” fines which are over one year old are recovered at a very low rate and the Indianapolis-Marion County Public Library has more than Two Million Dollars of historic fines which remain uncollected;

**WHEREAS**, the presence of unpaid “per day” fines is disproportionately higher for patrons who reside in ZIP codes with low income/high poverty and impacts patrons of color in unequally;

**WHEREAS**, the management and collection of fines distracts Public Services staff from delivering core services of the Indianapolis-Marion County Public Library;

**WHEREAS**, the Board of Trustees of the Indianapolis-Marion County Library have determined that the elimination of “per day” fines and the forgiveness of historic “per day” fines will assist in more completely fulfilling the Indianapolis-Marion County Public Library’s mission of offering equitable access to its offerings to all patrons; and

**WHEREAS**, Board of Trustees will consider and adopt any and all necessary policies of the Indianapolis-Marion County Public Library when the Board of Trustees makes the annual revisions to the policies of Indianapolis-Marion County Public Library;

**THEREFORE, BE IT RESOLVED** that the Board of Trustees does hereby approve the Library leadership to bring forth any and all necessary revisions to the policies to eliminate a “per day” late fines and the forgiveness and waiver of patron’s historical debt associated with “per day” late fines.

# Timeline for going “fine free” at IndyPL

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Black text = Library Board activity

Red text = Library staff activity

## July 2020

Presentation to Finance Committee of Library Board

Presentation to full Library Board

## August 2020

Presentation of timeline to full Library Board

IT works with Innovative/Polaris to determine work needed

Internal staff email to explain the proposed changes and expectations for implementation, timing

## September 2020

Press release to share the Library Board has approved of this direction, FAQ page on website

Library Board presented with slate of proposed policy changes

## October 2020

Library Board votes on policy changes

## November 2020

Library Board presented with and votes on Annual Resolution

## January 2021

Existing per day fines and associated debt collect charges are waived from patron cards

Full communications campaign to announce and encourage residents to re-ignite their relationship with the Library, including: Updates on website, updated print brochures, press event, social media, paid ads, and possibly investment into billboards, IndyGo bus ads, etc.



## Board Action Request

7a

**To:** IMCPL Board **Meeting Date:** August 24, 2020

**From:** Diversity, Policy and Human Resources Committee

**Approved by the  
Library Board:**

**Effective Date:** August 24, 2020

**Subject:** Approval of Resolution 33 – 2020 289 Leave Donation Program for Major Disasters

**Recommendation:** Approve Resolution 33 – 2020 289 Leave Donation Program for Major Disasters

**Background:** Policy 289, Leave Donation Program for Major Disasters, is intended as a leave-sharing arrangement that complies with the applicable requirements of the IRS so that paid leave time that is donated to an employee is taxed to the receiving employee instead of the donating employee. Employees wishing to participate in the Library’s Leave Donation Program for Major Disasters should consult their own tax, legal and accounting advisors to determine their specific tax ramifications of participating in the program. The addition of Policy 289, Leave Donation Program for Major Disasters, requires several non-substantive, clarifying amendments to Policy 288, Leave Donation Program for Medical Emergencies.

Procedures manuals and guidelines used by staff for implementation will be updated, and any public policy statements needing revision as a result of the changes will be updated on the Library’s website and in printed brochures.

**Strategic/Fiscal Impact:** The financial impact has already been accounted for in the budget for 2020.



## Board Resolution

**INDIANAPOLIS-MARION COUNTY PUBLIC LIBRARY  
RESOLUTION 33 – 2020**

**ADDITION OF POLICY 289, LEAVE DONATION PROGRAM FOR MAJOR  
DISASTERS  
AMENDMENT TO POLICY 288, LEAVE DONATION PROGRAM FOR MEDICAL  
EMERGENCIES**

**August 24, 2020**

**WHEREAS**, the continuing public health emergency in the State of Indiana resulting from the Covid-19 outbreak qualifies as a “major disaster” under applicable requirements of the Internal Revenue Service (“IRS”);

**WHEREAS**, the continuing public health emergency in the State of Indiana resulting from the Covid-19 outbreak may cause severe hardship to qualifying Library employees that will require the qualifying employees to be absent from work even though the employees have exhausted all available PTO, CAT time, and/or any insurance or governmental (local, state or federal) wage replacement benefit that could cover in part or in whole lost wages because of the absence from work;

**WHEREAS**, Policy 289, Leave Donation Program for Major Disasters, is intended as a leave-sharing arrangement that complies with the applicable requirements of the IRS so that paid leave time that is donated to an employee is taxed to the receiving employee instead of the donating employee;

**WHEREAS**, the addition of Policy 289, Leave Donation Program for Major Disasters, requires several non-substantive, clarifying amendments to Policy 288, Leave Donation Program for Medical Emergencies; and

**WHEREAS**, the Board of Trustees of the Indianapolis-Marion County Public Library has reviewed the proposed new policy and policy changes as recommended and deems them appropriate and consistent with the mission and operations of the Library in light of the public health emergency in the State of Indiana resulting from the Covid-19 outbreak.

**THEREFORE, BE IT RESOLVED** that the Board of Trustees does hereby approve and adopt the addition of Policy 289, Leave Donation Program for Major Disasters, and changes to Policy 288, Leave Donation Program for Medical Emergencies, in the form attached to this Resolution.

## **288 LEAVE DONATION PROGRAM FOR MEDICAL EMERGENCIES**

The Library's Leave Donation Program for Medical Emergencies is intended as a "bona fide leave-sharing arrangements" for "medical emergencies" that complies with the applicable regulations of the Internal Revenue Service ("IRS"). Under such an arrangement, paid leave time that is donated to an employee is taxed to the receiving employee instead of the donating employee. Employees wishing to participate in the Library's Leave Donation Program for Medical Emergencies should consult their own tax, legal and accounting advisors to determine their specific tax ramifications of participating in the program.

### **288.1 Employees Eligible to Donate Leave**

Any benefit eligible employee who has been benefit eligible for at least 6 consecutive months may donate leave to the Leave Donation Program for Medical Emergencies subject to the following conditions:

- Employees may donate any of their accrued but unused CAT time. Additionally, employees may donate accrued but unused PTO, but only in an amount that does not reduce the employee's accrued but unused PTO to less than 40 hours (or an appropriate prorated amount for part-time employees).
- Once an employee donates leave time ~~to the Leave Donation Program~~, the employee may not request or be approved for a return of the donated leave under any circumstances.

### **288.2 Employees Qualified to Receive Leave**

Any benefit eligible employee who: (i) has been benefit eligible for at least 6 consecutive months, (ii) has a "medical emergency" as defined by this policy is qualified to request and receive donated time, and (iii) has available unused FMLA leave time and/or ADA leave time as an approved reasonable accommodation. ("Qualified Employee").

### **288.3 Medical Emergency**

A "medical emergency" is defined under IRS regulations as "a medical condition" that will require the "prolonged absence of the employee from duty" and will result in a "substantial loss of income to the employee because the employee will have exhausted all paid leave available apart from the leave-sharing plan." The following requirements apply for purposes of determining whether a Qualified Employee has a medical emergency under the Library's Leave Donation Program ("Qualified Medical Emergency"):

- The Qualified Employee must be suffering from a "serious health condition" as defined by the Family Medical Leave Act ("FMLA") and/or a "disability" as defined by the Americans with Disabilities Act ("ADA").
- The Qualified Employee must have missed at least ten consecutive regularly scheduled work days that are not otherwise covered by available PTO, CAT time, short term disability payments, long term disability payments, worker's compensation benefits or any other wage replacement benefits because of the FMLA serious health condition and/or ADA disability ("Qualified Absence").

#### 288.4 Requirements for Leave

A Qualified Employee with a Qualified Medical Emergency may receive donated leave time in accordance with the following requirements:

- Donated leave time is only available to cover consecutive, regularly scheduled work days (non-regularly scheduled work days and paid holidays are not included) that are missed due to a FMLA serious health condition and/or ADA disability that are not otherwise covered by available PTO, CAT time, short term disability payments, long term disability payments, worker's compensation benefits or any other wage replacement benefits ("Qualified Leave Days").
- Donated leave time is only available to cover Qualified Leave Days for which the Qualified Employee has available unused FMLA leave time and/or ADA leave time as an approved reasonable accommodation.
- The amount of donated leave time is subject to the amount of donated leave available in the Leave Donation Program at the time a Qualified Employee submits to H.R. the required application for donated leave. Donated leave is awarded on a first come first serve basis.
- Donated leave time is compensated at 100% of an exempt employee's salary and is prorated for any partial weeks of leave. Donated leave time is compensated at 100% of a non-exempt employee's hourly wage based on the employee's regularly work schedule for the period of time during which donated leave is paid.
- A Qualified Employee may only receive up to a total maximum of 160 hours of donated leave per calendar year or an appropriate prorated amount for part-time employees ("Calendar Year Cap").
- Whether a Qualified Employee has exhausted the Calendar Year Cap applicable to the Qualified Employee is determined at the time the Qualified Employee applies for donated leave.
- A Qualified Employee may only receive up to a maximum of 480 hours if donated leave during their lifetime or an appropriate prorated amount for part-time employees ("Lifetime Cap"). Whether a Qualified Employee has exhausted the Lifetime Cap applicable to the Qualified Employee is determined at the time the Qualified Employee applies for donated leave.

#### 288.5 Procedure

Eligible employees must comply with the following procedures to receive donated leave:

- The Qualified Employee must provide to H.R. a completed application for donated leave and an FMLA medical questionnaire and/or other required documentation from their health care provider documenting the FMLA serious health condition and/or ADA disability.
- The H.R. Department will review the application and accompanying documentation to determine whether the applicant is a Qualified Employee with a Qualified Medical Emergency.



This determination will not be made until after the Qualified Employee has had a Qualified Absence.

- If a determination is made by H.R. that the applicant is a Qualified Employee with a Qualified Medical Emergency, H.R. will approve the Qualified Employee for donated leave time to cover the Qualified Absence and any additional Qualified Leave Days subject to the employee having available unused FMLA leave time and/or ADA leave time as an approved reasonable accommodation, and subject to the Calendar Year Cap and Lifetime Cap.
- After using approved donated time for Qualified Medical Emergency, the employee shall provide to HR a written certification in a form prescribed by the Library that the donated time was in fact used in connection with the Qualified Medical Emergency for which it was approved.

### **289 LEAVE DONATION PROGRAM FOR MAJOR DISASTERS**

The Library's Leave Donation Program for Major Disasters is intended as a leave-sharing arrangement for "natural disasters" that complies with the applicable regulations of the Internal Revenue Service ("IRS"). Under such an arrangement, paid leave time that is donated to an employee is taxed to the receiving employee instead of the donating employee. Employees wishing to participate in the Library's Leave Donation Program for Natural Disasters should consult their own tax, legal and accounting advisors to determine their specific tax ramifications of participating in the program.

#### 289.1 Employees Eligible to Donate Leave

Any benefit eligible employee who has been benefit eligible for at least 6 consecutive months may donate leave to the Leave Donation Program for Natural Disasters subject to the following requirements and conditions:

- Employees may donate any of their accrued but unused CAT time. Additionally, employees may donate accrued but unused PTO, but only in an amount that does not reduce the employee's accrued but unused PTO to less than 40 hours (or an appropriate prorated amount for part-time employees).
- For each major disaster, the Library will determine a reasonable limit, based on the severity of the disaster, on the period after the major disaster occurs during which an employee may deposit leave for that disaster.
- Employees donating leave must specify the natural disaster for which the leave is being donated.
- Employees may not donate leave to a specific recipient.
- The amount of leave that may be donated during any year may not exceed the maximum amount of leave that the employee can normally accrue during that year.
- Except for an amount so small as to make accounting for it unreasonable or administratively impracticable, any donated leave that is not used for the major disaster during the period of

time determined by the Library, will be returned within a reasonable time to those Employee donating the leave who are still employees of the Library in proportion to the total amount of leave donated by employees for that major disaster.

#### 289.2 Employees Qualified to Receive Leave

Any benefit eligible employee who meets the following requirements is qualified to request and receive donated time: (i) has been adversely affected by a “major disaster” if the disaster has caused severe hardship to the employee or a family member of the employee that requires the employee to be absent from work, and (ii) has exhausted all available PTO, CAT time, and/or any insurance or governmental (local, state or federal) wage replacement benefit that could cover in part or in whole lost wages because of absence from work due to the major disaster (“Qualified Employee”).

#### 289.3 Major Disaster

A “major disaster” is defined under IRS regulations as: (a) a major disaster as declared by the President under § 401 of the Stafford Act, 42 U.S.C. § 5170, that warrants individual assistance or individual and public assistance from the federal government under that Act, or (b) a major disaster or emergency as declared by the President pursuant to 5 U.S.C. § 6391, in the case of employees described in that statute. (“Qualified Major Disaster”).

#### 289.4 Requirements for Leave

A Qualified Employee may receive donated leave time for a Qualified Major Disaster in accordance with the following requirements and conditions:

- Donated leave time is available to cover either a full leave schedule or a reduced leave schedule (intermittent leave) in not less than full day increments (e.g. 2 days per week) that are missed due to a Qualified Major Disaster. Donated leave may not be used to cover non-regularly scheduled workdays and paid holidays (“Qualified Leave Days”).
- The Qualified Employee may not convert leave received into cash in lieu of using the leave. However, the Qualified Employee may use leave received to eliminate a negative leave balance that arose from leave that was advanced to the Qualified Employee because of the effects of the Qualified Major Disaster.
- The amount of donated leave that can be awarded to a Qualified Employee is subject to: (i) the amount of available leave donated for the Qualified Major Disaster at the time a Qualified Employee submits to H.R. the required application for donated leave, (ii) a reasonable determination by the Library based on the severity of the Qualified Major Disaster the period of time during which Qualified Employees may receive and use donated leave, and (iii) a reasonable determination by the Library based on need as to how much leave the Qualified Employee should receive.
- Donated leave time is compensated at 100% of an exempt employee’s salary and is prorated for any partial weeks or days of leave. Donated leave time is compensated at 100% of a non-exempt

employee's hourly wage based on the employee's regularly work schedule for the period of time during which donated leave is paid.

#### 289.5 Procedure

Eligible employees must comply with the following procedures to receive donated leave:

- The Qualified Employee must provide to H.R. a completed application for donated leave.
- The H.R. Department will review the application to determine whether the applicant is a Qualified Employee and to determine the amount and schedule of leave for which the employee is approved.
- After using approved donated time, the employee shall provide to HR a written certification in a form prescribed by the Library that the donated time was in fact used in connection with the Qualified Major Disaster for which it was approved.



## Board Action Request

7b

**To:** IMCPL Board **Meeting Date:** August 24, 2020

**From:** Diversity, Policy and Human Resources Committee

**Approved by the  
Library Board:**

**Effective Date:** August 24, 2020

**Subject:** Approval of Resolution 34 – 2020 238 Personal Leave of Absence

**Recommendation:** Approve Resolution 34 – 2020 238 Personal Leave of Absence

**Background:** Benefit eligible, full-time employees who are unable to work either at the worksite or remotely because the employee is caring for their child because the Child's school is closed in whole or in part for Covid-19 related reasons and instruction is therefore in whole or in part being conducted remotely, or because the employee has chosen for their child to receive instruction remotely in whole or in part for Covid-19 related reasons even if the school is otherwise open in whole or in part, may apply and be approved for an unpaid personal leave of absence.

Procedures manuals and guidelines used by staff for implementation will be updated, and any public policy statements needing revision as a result of the changes will be updated on the Library's website and in printed brochures.

**Strategic/Fiscal Impact:** The financial impact has already been accounted for in the budget for 2020.



## Board Resolution

**INDIANAPOLIS-MARION COUNTY PUBLIC LIBRARY  
RESOLUTION 34 -- 2020  
AMENDMENT TO POLICY 238, PERSONAL LEAVE OF ABSENCE**

**August 24, 2020**

**WHEREAS**, the continuing public health emergency in the State of Indiana resulting from the Covid-19 outbreak may result in benefit eligible, full-time employees being unable to work either at the worksite or remotely because the employee is caring for their child due to the closure of school in whole or in part or due to the employee choosing for their child to receive instruction remotely in whole or in part; and

**WHEREAS**, some benefit eligible, full-time employees being unable to work either at the worksite or remotely because of the foregoing reasons have exhausted, or will exhaust any available leave benefits under the Families First Care Relief Act (FFCRA), including any emergency paid sick leave or expanded FMLA leave under the FFCRA; and

**WHEREAS**, the Board of Trustees of the Indianapolis-Marion County Public Library has reviewed the proposed policy changes as recommended and deems the policy changes appropriate and consistent with the mission and operations of the Library in light of the public health emergency in the State of Indiana resulting from the Covid-19 outbreak.

**THEREFORE, BE IT RESOLVED** that the Board of Trustees does hereby approve and adopt the policy additions and changes to Policy 238, Personal Leave of Absence, in the form attached to this Resolution.

## AMENDED POLICY DRAFT

### 238 PERSONAL LEAVE OF ABSENCE

Benefit eligible staff members may be eligible for a personal leave of absence without pay up to a maximum of 90 days. Personal leave may be granted for any justifiable reason (the leave reason will ultimately benefit the Library or is an emergency situation) and will be granted on a case-by-case basis at the sole discretion of the CEO, a member of the Library's Executive Committee and Director, Human Resources. Employees wishing to maintain their group insurance benefits while on unpaid personal leave will be required to pay the entire premium. An employee on an approved personal leave of absence who returns within the maximum allowable time may be reinstated in their current position. An employee not returning from an approved personal leave of absence on or before the approved end date of the leave will have their employment with the Library terminated.

A personal leave must be requested by completing and submitting to Human Resources a "Personal Leave of Absence Request Form" at least 30 days in advance, unless necessitated by an emergency, in which case oral notification should be followed by prompt written application for the leave. Employees may use PTO concurrently with an approved Personal Leave of Absence.

Notwithstanding anything foregoing to the contrary, this Personal Leave Policy is amended as follows for the period until December 31, 2020.

Benefit eligible, full-time employees who are unable to work either at the worksite or remotely because the employee is caring for their child because the Child's school is closed in whole or in part for Covid-19 related reasons and instruction is therefore in whole or in part being conducted remotely, or because the employee has chosen for their child to receive instruction remotely in whole or in part for Covid-19 related reasons even if the school is otherwise open in whole or in part, may apply and be approved for an unpaid personal leave of absence subject to the following terms and conditions:

- The employee must at the start of the personal leave and thereafter during the personal leave have exhausted or not have available to them any leave benefits under the Families First Care Relief Act (FFCRA), including any emergency paid sick leave or expanded FMLA leave under the FFCRA.
- The employee may apply for personal leave either on a full leave schedule or a reduced leave schedule (intermittent leave) in not less than full day increments (*e.g.* 2 days per week).
- Approval for leave will not be given if it would cause the Library an undue, operational hardship.
- The amount of the initial leave request is limited to a total of 160 hours (4 weeks) for both full leave and reduced schedule leave requests.
- Personal leave requests may be made for additional leave in 160 hours (4 weeks) increments subject to the limit of a total of 90 days, but approval of any additional leave requests are subject to the requirement that such not cause the Library an undue, operational hardship.

- The Library will continue to pay its contributed share of the premiums for group insurance benefits for Employees wishing to maintain those benefits during the personal leave period.
- Employees may use earned and available PTO and CAT hours during the personal leave period.



# Board Action Request (Revised)

8a

**To:** IndyPL Board

**Meeting Date:** August 24, 2020

**From:** Facilities Committee

**Approved by**  
**The Library Board:**

**Effective Date:**

**Subject:** Resolution 35-2020  
Authorization to Issue an Offer and Request for Bids for Sale of Real Estate –  
3325 Lowry Road, Indianapolis, Indiana

**Recommendation:**

IndyPL Board Facilities Committee recommends Board approval for the attached action (Resolution 35 - 2020) to authorize the sale of property at 3325 Lowry Road.

**Background:**

IndyPL has discontinued use of the property located at 3325 Lowry Road, Indianapolis, Indiana (the “Property”) when the Replacement Eagle Branch was completed. IndyPL wants to dispose of the Property to decrease on-going maintenance, management and other costs, and the Library Board of Trustees deems it in the best interest of the Library to proceed with the solicitation of bids for the possible sale of the Property in accordance with all legal and statutory requirements.

The Library Facilities Committee along with the Chief Executive Officer and Director of Facilities of the Library, will solicit competitive, public bids for the sale of the Property, to oversee the bidding process described in the Offer & Request for Bids for Sale of Real Estate included in the Resolution. The Library Facilities Committee along with the Chief Executive Officer and Director of Facilities of the Library will receive the bids and make an initial recommendation, if any, to the Library Board for final approval.

**Strategic/Fiscal Impact:**

Proceeds from the sale will be applied to the Operating Fund (Fund 101.)





## Board Resolution

8a

### **INDIANAPOLIS-MARION COUNTY PUBLIC LIBRARY RESOLUTION 35 - 2020**

#### **AUTHORIZATION TO ISSUE AN OFFER AND REQUEST FOR BIDS FOR SALE OF REAL ESTATE – 3325 LOWRY ROAD, INDIANAPOLIS, INDIANA AUGUST 24, 2020**

**WHEREAS** the Indianapolis-Marion County Public Library (“Library”) has discontinued use of the property located at 3325 Lowry Road, Indianapolis, Indiana (the “Property”); the Library therefore seeks to dispose of the Property to decrease on-going maintenance, management and other costs, and the Library Board of Trustees deems it in the best interest of the Library to proceed with the solicitation of bids for the possible sale of the Property in accordance with all legal and statutory requirements.

**IT IS THEREFORE RESOLVED** that the Library Board of Trustees authorizes and designates the Library Facilities Committee along with the Chief Executive Officer and Director of Facilities of the Library, to solicit competitive, public bids for the sale of the Property, to oversee the bidding process and to make an initial recommendation, if any, to the Library Board for final approval;

**IT IS RESOLVED FURTHER** that the Building Committee along with the Chief Executive Officer and Director of Facilities Management for the Library, be and each hereby is, authorized on behalf of the Library, to proceed with carrying out the terms and conditions of the offering package for the Offer & Request for Bids for Sale of Real Estate in substantially the form as attached as **Exhibit A** (“Offering Package”), with such modifications thereto as the Building Committee, the Chief Executive Officer or the Director of Facilities Management, or any of them, may approve;

**IT IS RESOLVED FURTHER** that the Facilities Committee, the Chief Executive Officer, and Director of Facilities for the Library be, and hereby are, authorized to take any and all steps necessary or desirable to carry out the processes set forth in and the terms and conditions of the Offering Package, and to take any and all actions required of the Library in connection with the offering and solicitation of bids for the sale of the Property in accordance with all legal requirements;

**IT IS FURTHER RESOLVED** that the bidding process shall remain open for no more than sixty (60) days and all bids must be made in writing and submitted by bidders who are not disqualified under Indiana Code § 36-1-11-16, all as provided in the attached Offering Package;

**INDIANAPOLIS-MARION COUNTY PUBLIC LIBRARY**  
**RESOLUTION 35 - 2020**  
**AUTHORIZATION TO ISSUE AN OFFER AND REQUEST FOR BIDS FOR**  
**SALE OF REAL ESTATE – 3325 LOWRY ROAD, INDIANAPOLIS, INDIANA**  
**AUGUST 24, 2020**

**IT IS FURTHER RESOLVED** that, if sold, the Property shall be sold in “as is” condition with no purchaser conditions or contingencies on closing of the sale;

**IT IS FURTHER RESOLVED** that all bids will be open to public inspection, and at the end of the bidding process the Facilities Committee of the Library, in its sole discretion, may choose to recommend acceptance of one bid for the purchase of the Property, or may choose to reject or table all bids submitted; the results of the bidding process and any recommendations of the Facilities Committee shall be reported to the Library Board of Trustees and before a recommended bid, if any, may be accepted, the Library Board of Trustees shall hold a public hearing regarding the proposed sale following appropriate notice given in accordance with Indiana Code § 5-3-1;

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AUTHORIZATION TO ISSUE AN OFFER AND REQUEST FOR BIDS FOR  
SALE OF REAL ESTATE – 3325 LOWRY ROAD, INDIANAPOLIS, INDIANA  
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**OFFER & REQUEST FOR BIDS FOR SALE OF REAL ESTATE  
(Revised)**

**Property at 3325 Lowry Road, Indianapolis, Indiana (Also known as  
the “Eagle Branch Property”)**

**Indianapolis-Marion County Public Library Board of Trustees**

**August 27, 2020**

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Notice is hereby given that the Indianapolis-Marion County Public Library Board of Trustees (“Library”) will open and consider written offers (Proposals for Purchase) for the sale of a certain parcel or parcels of real estate and improvements owned by the Library and having a common street address of 3325 Lowry Road, Indianapolis, Marion County, Indiana (the “Property”). The Legal Description of the Property is as follows:

LOTS 11 AND 12 IN LAFAYETTE HIGHLANDS, AN ADDITION TO THE CITY OF INDIANAPOLIS, AS  
PER PLAT THEREOF, RECORDED IN PLAT BOOK 21, PAGE 5 IN THE OFFICE OF THE RECORDER OF  
MARION COUNTY, INDIANA.

The offering packet may, beginning at 8:00 a.m., August 27, 2020 be requested by contacting Sharon Smith, Director of Facilities Management, P.O. Box 211, be downloaded from the “Vendor Opportunities” page of IndyPL’s website <http://www.indypl.org/vendor-opportunities>, be picked –up at the Front Desk of the Library Services Center, 2450 North Meridian Street, Indianapolis, IN 46208, be requested in writing by contacting Sharon Smith, Director of Facilities Management, P.O. Box 211, Indianapolis Indiana, 46206-0211, or be requested by calling 317-275-4301. Offering packets will be available until 4:00 p.m. on September 25, 2020.

Items included in the offering packet:

- a. Instructions to Bidders
- b. Offering Sheet
- c. Forms: Proposal for Purchase, and Statement of Bidders Qualifications
- d. Notice of Sale of Real Estate

Items available for Review:

- a. Plans of the Building
- b. As Built Drawings
- c. Site Plans
- d. Building Elevations
- e. FEMA Flood Insurance Rate Map dated January 5, 2001

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If a bid is submitted by a trust (as defined in Ind. Code §30-4-1-1(a)) the bidder must identify each:

- a. beneficiary of the trust; and
- b. settlor empowered to revoke or modify the trust.

The Library shall accept bids beginning on October 1, 2020. The sale shall continue from day-to-day for a period of sixty (60) days, commencing on August 27, 2020 at 8:00 a.m. and ending at 4:00 P.M. on Monday October 26, 2020. The Library shall make the Property available for inspection during this period of time upon advance request of a bidder. The Sale of the Property shall be subject to the following terms and conditions: (i) the Property shall be purchased in “as is” condition, subject only to a condition of rezoning the Property to a classification proposed by the successful bidder; (ii) all bids shall be submitted according to the instructions included in the bid offering packet available from the Library’s offices located at the Library Services Center, 2450 North Meridian Street, Indianapolis, Indiana 46208; (iii) the Library has designated the oversight of this process to Sharon Smith, the Director of Facilities Management for the Library and member of the Facilities Committee of the Library ; (iv) the final approval of a bid, if selected, shall be made by the Library Board of Trustees following a duly noticed public hearing of the Board of Trustees; and (v) the proposed use or development shall not be an adult oriented use or include the sales of alcohol on the Property. In accordance with Indiana Code §36-1-11-4(c), the minimum bid for the Property is Four Hundred Thousand and no/100 Dollars (\$400,000.00). The Library reserves the right to accept, reject or table any and/or all bids. In the event all bids are rejected and the Library issues a written determination for the reason of such a rejection, the Library reserves the right to hire a broker to dispose of the Property in accordance with Indiana Code §36-1-11-4(g).

The Property shall not be sold to a person who is ineligible to purchase the Property under Ind. Code § 36-1-11-16. If a bid for the Property is submitted by a Trust (as defined in Ind. Code § 30-4-1-1(a)), the bid must identify: (a) the beneficiary of the trust and (b) the name of the settlor empowered to revoke or modify the trust.

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**INSTRUCTIONS TO BIDDERS**

**Property at 3325 Lowry Road, Indianapolis, Indiana  
(Also known as the “Eagle Branch Property”)**

**Indianapolis-Marion County Public Library  
Indianapolis, Indiana**

- 1. GENERAL:** In accordance with Ind. Code § 36-1-11-4, the Board of Trustees (the “Board”) of the Indianapolis-Marion County Public Library (the “Library”) is offering for sale a certain parcel or parcels of real estate and improvements located at 3325 Lowry Road, Indianapolis, Marion County, Indiana, as more particularly described in the Notice of Sale of Real Estate included in this bid packet (the "Property").

The sale of the Property was duly advertised in the Indianapolis Star, ~~and the Court and Commercial Record,~~ **The Indianapolis Business Journal and the Indianapolis Recorder.** The sale of the Property will be governed by the procedures that have been established by the Library, all offers must be prepared and submitted in accordance with these procedures.

If a bid is submitted by a trust (as defined in Ind. Code § 30-4-1-1(a)) the bidder must identify each:

- (A) beneficiary of the trust; and
- (B) settlor empowered to revoke or modify the trust.

The Property will not be sold to an individual who is disqualified under Ind. Code § 36-1-11-16.

The Library has taken all statutory required steps to prepare an Offering Sheet which lists the Property being offered for sale and states the other essential terms for which offers on such Property will be considered. Each bidder must include in its bid the essential terms stated on the Offering Sheet.

The goal of the Library is to dispose of the Property for an end user with the resulting use on the Property being determined to be compatible through successful adoption of a rezoning petition while specifically prohibiting any use considered an Adult Entertainment Business by the current

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zoning ordinance for Indianapolis/Marion County and any use which provides for the sale of alcohol.

- 2. OFFERS:** Written offers, in accordance with these Instructions to Bidders and on the forms attached hereto, will be received by the Library at the Library Services Center, 2450 N. Meridian Street, Indianapolis, Indiana, in care of Sharon Smith, Director of Facilities Management, commencing October 1, 2020 until 4:00 p.m. local time on October 26, 2020. Each bidder shall submit one original offer or proposal with three (3) copies. All exhibits, drawings, renderings and other material to be used in connection with the offer or proposal that are in addition to the bid shall be deposited by each bidder at the time of the submission of the written offers and shall be retained by and become the property of the Library. Bids shall be open to public inspection. A bidder may raise the bidder's bid and the raise takes effect after the Library has given written notice of that raise to the other bidders. In accordance with Indiana Code §36-1-11-4(c), the minimum bid for the Property is Four Hundred Thousand and no/100 (\$400,000.00) Dollars.
- 3. READING OF OFFERS:** All bids timely received in response to this Request shall be read at the next regularly scheduled and duly noticed meeting of the Facilities Committee of the Library following the deadline for responses listed in Section 2. ~~This meeting is tentatively scheduled for \_\_\_\_\_.~~ The Facilities Committee or designated sub-committee of the Facilities Committee may thereafter chose to make a recommendation to the full Library Board of Trustees on which proposal, if any, should be accepted by the Library Board of Trustees. The Facilities Committee also may, following review and deliberation of the bids, choose to reject all offers received under this Request.
- 4. EARNEST MONEY DEPOSIT:** Each offer must be accompanied by an earnest money deposit ("Deposit") which shall not be less than ten percent (10%) of the total amount of the purchase price offer. The Deposit shall be a Cashier's or Certified Check payable to the Indianapolis-Marion County Public Library and drawn on a solvent bank. No offer will be considered unless it is accompanied by the required Deposit. All checks of unsuccessful bidders will be promptly returned to the unsuccessful bidders.
- 5. FORM OF OFFER:** Every offer must be made on the forms attached hereto. Any additional information should be submitted as an attachment to the form provided.



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- 6. EXPLANATIONS WRITTEN AND ORAL:** Should a bidder find any discrepancy in or omission from these Instructions to Bidders or any other forms in the bid packet, or should the bidder have questions regarding any aspect of this offering, the bidder shall submit written questions to the Library in care of Sharon Smith, Director of Facilities Management, P.O. Box 211, Indianapolis, IN 46206-0211, or by email to [ssmith@indypl.org](mailto:ssmith@indypl.org). No oral interpretation or oral instructions will be made to any bidder as to the meaning of the bid packet or any part thereof. Every request for such an interpretation or instructions shall be made in writing to the Library no later than September 25, 2020. The Library intends to respond in writing to all questions at one time and in one document that will be an addendum to the bid packet, and such document will be provided to all bidders who have received or will be receiving a bid packet and when issued will be on file at the Library Services Center in care of Sharon Smith, Director of Facilities Management. All such addenda shall become part of the bid packet, and all bidders shall be bound by such addenda, whether or not received by the bidder. The Library, its representatives, employees, or agents will not be responsible for any oral instructions and/or interpretations.
  
- 7. WITHDRAWAL OF OFFER:** No offer will be allowed to be withdrawn after bid opening.
  
- 8. REJECTION OR ACCEPTANCE OF OFFERS:** The Library reserves the right to accept, reject or table any and/or all offers.
  
- 9. HIGHEST AND BEST OFFER:** In determining the highest and best offer, the Library will take into consideration following factors (the order of which is not intended to be an indication of the order of importance but is merely a recitation of some of the factors that will go in to considering which offer is deemed the highest and best): the overall price offered for the Property, financial responsibility, qualifications, experience and ability of bidder to finance and complete the development; and other relevant factors for consideration. If the bidder is a Trust (as defined in Ind. Code § 30-4-1-1(a)), the bid must identify: a) the beneficiary of the trust and b) the name of the settlor empowered to revoke or modify the trust. Failure to comply with this requirement will exclude a bid from consideration. Additionally, a bidder must not be ineligible to submit a bid under Ind. Code § 36-1-11-16.

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- 10. BIDDER'S QUALIFICATIONS:** Each bidder shall submit, with its proposal, Attachment #2, Statement of Bidder's Qualifications. The offer shall include evidence of adequate project financing.
  
- 11. TRANSFER OF INTEREST IN/POSSESSION TO THE PROPERTY:** Interest in and possession of the Property herein offered will be delivered to the successful bidder at the time and in accordance with the terms and conditions set forth herein. The Indianapolis-Marion County Public Library shall not be responsible for, or make any allowance for, damage which may occur to the property after the date of award of same to the successful bidder and will not reduce the sale price based upon any damages occurring after the award date. The successful bidder may request written permission from the Library authorizing said bidder to secure the Property. Possession of the property shall pass upon closing of the sale.
  
- 12. DUE DILIGENCE:** During the bidding period as set out in paragraph 2 above, the Library shall make the Property available to any party who has received a bid packet for purposes of conducting inspections, assessments or any other due diligence activity a bidder may deem necessary to determine the condition of the Property.
  
- 13. CLOSING:** Unless otherwise agreed upon by the Library, Closing on the purchase of the Property shall take place within thirty (30) days following the completion of the rezoning process as provided in the winning Bidder's proposal. The rezoning process must be completed within one hundred twenty (120) days of the date the Library has announced the winning Bidder.

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**OFFERING SHEET**

**Property at 3325 Lowry Road, Indianapolis, Indiana**

**(Also known as Eagle Branch Property)**

**Indianapolis-Marion County Public Library  
Indianapolis, Indiana**

The Indianapolis Marion County Public Library Board of Library Trustees, through its Disposing Agent is offering the following property interest (the "Property") for sale to the successful bidder:

3325 Lowry Road, Indianapolis, Indiana, the legal description of which follows:

LOTS 11 AND 12 IN LAFAYETTE HIGHLANDS, AN ADDITION TO THE CITY OF INDIANAPOLIS, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 21, PAGE 5 IN THE OFFICE OF THE RECORDER OF MARION COUNTY, INDIANA.

Written offers, will be received by the Library at the Library Services Center, 2450 North Meridian Street, Indianapolis, Indiana 46208 in care of Sharon Smith, Director of Facilities Management, commencing October 1, 2020 and ending at 4:00 p.m., October 26, 2020. The Director of Facilities Management for the Library shall read aloud all bids timely received in response to this Request at the next regularly scheduled meeting of the Facilities Committee of the Library following the close of the bid period. The Facilities Committee of the Library or designated sub-committee thereof may thereafter chose to make a recommendation to the full Library Board of Trustees on which proposal, if any, should be accepted by the Library Board of Trustees. The Facilities Committee may also choose to reject all offers received under this Request. No bid recommended by the Facilities Committee for acceptance by the Library Board of Trustees will be considered or accepted by the Library Board of Trustees without first conducting a properly noticed public hearing on the matter. The following terms and conditions apply to the bids:

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1. **Site:** The bidder only may bid on the Property described above.
  
2. **Acceptable Uses:** The bidder's proposed use and development of the Property is to be described on Attachments 1 and 2 to this Offering Sheet. The Library will not consider any proposal whose use is considered an Adult Entertainment Business by the current zoning ordinance for Indianapolis/Marion County nor any use which provides for the sale of alcohol.
  
3. **Zoning:** The current zoning of the Property is SU-37. It is anticipated that the successful bidder will seek a rezoning prior to Closing.
  
4. **Requirements of Bidder(s):** The successful bidder(s) must demonstrate that they have the financial capability to successfully complete the proposed transaction on the offered Property.
  
5. **Deed and Deed Restrictions:** The Indianapolis-Marion County Public Library will deliver a Special Warranty Deed. The Deed will not contain restrictive covenants. However, uses which are not acceptable to the Library are described in paragraph 2 hereinabove. The Library shall also submit a Non-Foreign Entity Transferor Affidavit and a Vendor's Affidavit at closing.
  
6. **Property Condition:** The property shall be sold in an "as is" condition subject to existing easements, restrictions of record, local, county, state and federal laws, regulations and other ordinances limiting or regulating the use of the property. Bidders must fully understand that delivery of the Property is "AS IS, WHERE IS AND WITH ALL FAULTS" and that the Library has disclaimed any implied warranties with respect to the Property as is more specifically set out below.
  
7. **No Warranties:** The Library makes no warranty, express or implied, or arising by operation of law, as to the nature and condition of the Property, including without limitation, the water, soil, geology and the suitability of the Property for any and all activities and uses which the bidder may elect to conduct thereon, and including the potential existence of any environmental

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hazards or conditions thereon or compliance of the Property or its operation with all applicable laws, rules and regulations as to the condition or state of repair of the Property, any portion thereof or any visible or hidden defects in material, workmanship or capacity of habitability, merchantability or fitness for a particular purpose or as to the Property or any portion thereof. The Library is under no obligation to alter, repair or improve the Property or any portion thereof.

8. **Title Insurance and Closing Costs:** The Library, at its expense, shall provide an Owners Policy of Title Insurance at closing insuring title in the amount of the sale price. Any additional endorsements the bidder may want included in the title policy shall be at the bidder's sole cost and expense. All other costs and expenses associated with the Closing and/or bidder's due diligence activities shall be bidder's sole cost and expense.

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**ATTACHMENT #1**

**PROPOSAL FOR PURCHASE**

**Property at 3325 Lowry Road, Indianapolis, Indiana**

**(Also known as Eagle Branch Property)**

**Indianapolis-Marion County Public Library  
Indianapolis, Indiana**

PROJECT NAME:

PROPOSED USE\*:

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BIDDER'S PRICE:

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BIDDER'S DEPOSIT:

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BIDDER'S NAME:

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(Corporate Name or Authorized Representative)

BIDDER'S ADDRESS:

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\*Attach additional sheets if necessary. This information should include the proposed rezoning classification of the Property.

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The undersigned having familiarized itself with the present conditions on the site identified above, hereby offers to purchase from the Indianapolis-Marion County Public Library, that certain parcel(s) of real estate situated in the City of Indianapolis, Indiana, for the sum of \$\_\_\_\_\_ provided, however, that in the event that another offer for the parcel or parcels is accepted by the Library, the deposit shall be returned within ten (10) days after such acceptance.

In submitting this proposal to purchase, it is understood that the right to reject this offer is reserved by the Library or its committee designee.

It is agreed that in the event this proposal is accepted, if closing does not occur within the time provided in the bid packet, the Library may have the option of declaring any deposit given with the proposal forfeited.

Attached hereto and to be considered part of this Proposal for Purchase are the forms for the Statement of Bidder's Qualifications (Attachment #2 to the bid packet).

I certify that should this proposal be accepted, the title will be held in the name of \_\_\_\_\_ and I further certify that I am authorized to represent the bidder.

Acceptance or rejection of this proposal shall be sufficiently delivered if: (i) deposited with the United States Postal Service by certified mail, postage pre-paid, return receipt requested; (ii) delivered personally to the bidder at the address set forth below; or (iii) emailed to the email address provided below.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**

**[SIGNATURE BLOCK FOLLOWS]**



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IN WITNESS WHEREOF, the undersigned has caused its name and seal to be subscribed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

RESPECTFULLY SUBMITTED,

BIDDER:

\_\_\_\_\_  
(Name of Firm or Individual)

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

ITS: \_\_\_\_\_  
(Title)

ADDRESS: \_\_\_\_\_  
(Street)

\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(email address)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(Fax Number)

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**ATTACHMENT #2**

**STATEMENT OF BIDDER'S QUALIFICATIONS**

Please supply the following information regarding bidder's ability and capacity to acquire and develop the property.

1. Name and permanent address of bidder.
  
2. Please indicate the type of organization and legal description of entity, if not an individual doing business in his or her own name, and the legal name of such entity, if not indicated above (i.e., corporation, non-profit or charitable institution or corporation, partnership, business association or joint venture, government or instrumentality thereon or other).
  
3. Indicate whether the entity is a subsidiary of or affiliated with any other corporation or any other firm or firms. If so, please list such corporation by firm and address, specify its relationship with the bidder, and identify the officers and directors or trustees common to the bidder and such other corporation or firm.
  
4. Date and place of organization of legal entity bidding.
  
5. Names, addresses, title of position (if any), and nature and extent of the interest of the officers and principal members, shareholders, and investors of the bidder, other than a government agency or instrumentality, as set forth below:
  - a. If the bidder is a corporation, the officers, directors or trustees, and each stockholder owning more than 10% of any class of stock.

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- b. If the bidder is a non-profit or charitable institution or corporation, the members who constitute the board of trustees or board of directors, or similar governing body.
  - c. If the bidder is a partnership, each partner, whether general or limited partner, and either the percent of interest or a description of the character and extent of interest.
  - d. If the bidder is a business association or a joint venture, each participant and either the percent of interest or a description of the character and extent of interest.
  - e. If the bidder is some other entity, the officers, the members of the governing body and each person having an interest of more than 10%.
6. General character of work usually performed by bidder.
7. Experience of the bidder’s development team in projects similar to the property
8. List of pertinent projects which the bidder has designed, constructed or redeveloped.
9. Whether the bidder team intends to joint venture or subcontract with other firms, and, if so, the names and qualifications of such firms.
10. Evidence of the financial capability of the bidder, including approved financing. This should include full financial statement, which, if requested by the bidder, will be held as confidential information for the purposes of applicable public access laws, to the extent possible under those laws.



# Board Action Request

# 8b

**To: IndyPL Board**

**Meeting Date: August 24, 2020**

**From: Facilities Committee**

**Approved by  
The Library Board:**

**Effective Date:**

**Subject: Resolution 36-2020  
Authorization to Purchase Property Located at 3660 East 62<sup>nd</sup> Street for the  
Glendale Branch Replacement Project**

**Recommendation:**

IndyPL Board Facilities Committee recommends Board approval for the attached action (Resolution 36 - 2020) to authorize the purchase of property at 3660 East 62<sup>nd</sup> Street.

**Background:**

One of IndyPL’s goals in the 2015-2020 Strategic Plan is to maximize accessibility to the library and its services. The Board has previously authorized the building of a replacement stand-alone Glendale Branch. Upon investigation of possible locations for the replacement Branch it was determined property located on East 62<sup>nd</sup> Street which currently houses the former John Strange Elementary School was a potential location. The site is within the Branch service area and meets many of the needs of a new Branch location. The property for the new library will be only a portion of the property owned by the Metropolitan School District of Washington Township and consists of approximately 5.7 acres.

The Metropolitan School District of Washington Township and IndyPL have agreed on the purchase price of \$900,000.

The Purchase Agreement provides certain obligations of the Seller to demolish and remove certain improvements on the Property. IndyPL will be required to file for rezoning and replatting of the Property to allow the IndyPL to construct the branch and to create a legally established lot transferrable in accordance with the zoning ordinances

**Strategic/Fiscal Impact:**

The purchase of the property will be funded by the Series 2020 Bond – Glendale.



Board Resolution

8b

INDIANAPOLIS-MARION COUNTY PUBLIC LIBRARY  
RESOLUTION 36 - 2020

AUTHORIZATION TO PURCHASE PROPERTY LOCATED AT 3660  
EAST 62<sup>nd</sup> STREET FOR THE GLENDALE BRANCH REPLACEMENT  
PROJECT  
AUGUST 24, 2020

**WHEREAS**, the Board of Trustees (“Board”) of the Indianapolis-Marion County Public Library (“Library”) has previously authorized the building of a stand-alone Glendale Branch (the “Branch”) in response to the 2015-2020 Strategic Plan; and

**WHEREAS**, during the investigation of possible locations for the Branch it was determined property located on East 62<sup>nd</sup> Street which currently houses the former John Strange Elementary School was a potential location within the service area which met many of the needs of preferred location of the Branch;

**WHEREAS**, following extensive negotiations, the Library staff was able to secure the opportunity to purchase approximately five and seven tenths (5.7) acres from The Metropolitan School District of Washington Township (“Seller”) which is part of a larger parcel commonly known as 3660 E. 62<sup>nd</sup> Street, Indianapolis, Indiana more particularly described in Attachment A (the “Property”); and

**WHEREAS**, a Purchase Agreement (“Purchase Agreement”), in the form attached hereto as Attachment B, for purchase of the Property has been negotiated and executed by the Chief Executive Officer of the Library, effective as of August \_\_\_\_, 2020; and

**WHEREAS**, prior to proceeding with the purchase of the Property, the Board must grant approval of the Purchase Agreement; and

**WHEREAS**, Indiana Code § 36-1-11-8 authorizes the transfer of property between governmental entities upon terms and conditions agreed upon by the entities, as evidenced by the adoption of a substantially identical resolution by the governing body of each entity;

**WHEREAS**, the Board of Education of The Metropolitan School District of Washington Township has considered and, as of August 13, 2020, adopted a substantially similar resolution regarding the Purchase Agreement;

**INDIANAPOLIS-MARION COUNTY PUBLIC LIBRARY  
RESOLUTION 36 - 2020  
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EAST 62<sup>nd</sup> STREET FOR THE GLENDALE BRANCH REPLACEMENT  
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**WHEREAS**, the Purchase Agreement provides certain obligations of the Seller to demolish and remove certain improvements on the Property prior to closing with the expenses for such removal being borne by the parties in accordance with terms of the Purchase Agreement; and

**WHEREAS**, the Library will also be required to file for rezoning and replatting of the Property to allow the Library to construct the branch and to create a legally established lot transferrable in accordance with the zoning ordinances of Indianapolis Marion County which will be filed in accordance with the timelines included in the Purchase Agreement;

**WHEREAS**, the approval of both rezoning and replatting petitions will be required prior to any closing occurring on the Property; and

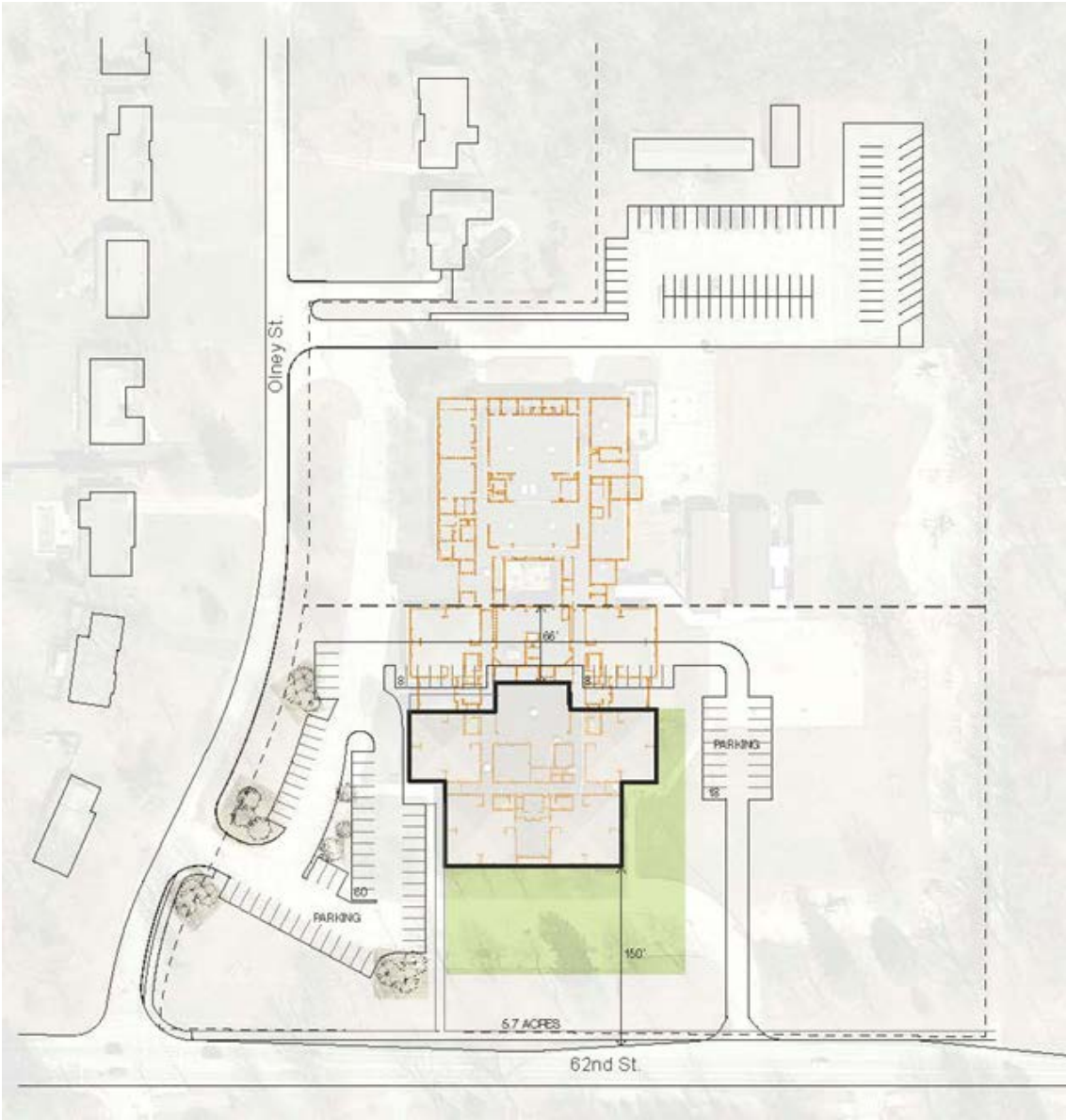
**WHEREAS**, upon adoption of a new platted lot, the property description attached hereto as Exhibit A shall be modified in accordance with such approval; and

**WHEREAS**, Library staff will receive and review all due diligence materials contemplated in the Purchase Agreement and staff recommends that the Library proceed with the acquisition of the Property; and

**IT IS THEREFORE RESOLVED** that the Purchase Agreement is hereby approved and subject to satisfaction of the terms and conditions of the Purchase Agreement, the Chief Executive Officer of the Library is hereby authorized to proceed with all matters and to execute all documents or instruments necessary or required to complete the purchase of the Property as contemplated by the Purchase Agreement, including the payment of the purchase price of Nine Hundred Thousand and no/100 Dollars (\$900,000.00) plus any additional costs associated with removal as contemplated in the Purchase Agreement and to take any and all other actions incident to, necessary, desirable or appropriate to fulfill the terms and conditions of the Purchase Agreement and to consummate the purchase of the Property contemplated thereby, subject to the satisfactory review of due diligence materials, successful completion of the rezoning and platting petitions and the completion of the contemplated demolition and removal as provided in the Purchase Agreement.

**INDIANAPOLIS-MARION COUNTY PUBLIC LIBRARY  
RESOLUTION 36 - 2020  
AUTHORIZATION TO PURCHASE PROPERTY LOCATED AT 3660  
EAST 62<sup>nd</sup> STREET FOR THE GLENDALE BRANCH REPLACEMENT  
PROJECT  
AUGUST 24, 2020**

**EXHIBIT A**



**INDIANAPOLIS-MARION COUNTY PUBLIC LIBRARY  
RESOLUTION 36 - 2020  
AUTHORIZATION TO PURCHASE PROPERTY LOCATED AT 3660  
EAST 62<sup>nd</sup> STREET FOR THE GLENDALE BRANCH REPLACEMENT  
PROJECT  
AUGUST 24, 2020**

**EXHIBIT B**  
(Attached)



**RESOLUTION OF THE BOARD OF EDUCATION OF THE METROPOLITAN SCHOOL DISTRICT OF WASHINGTON TOWNSHIP, MARION COUNTY, INDIANA, REGARDING TRANSFER OF A PORTION OF REAL ESTATE AT 3660 EAST 62<sup>ND</sup> STREET, INDIANAPOLIS, INDIANA 46220**

**WHEREAS**, the Metropolitan School District of Washington Township (the “School Corporation”) is the owner of real property located at 3660 East 62nd Street, Indianapolis, Indiana 46220 consisting of Parcel Nos. 8007662 and 8033099 (the “Parent Property”); and

**WHEREAS**, the School Corporation has expressed its willingness to transfer the ownership of a portion of the Parent Property as more specifically depicted in the Purchase Agreement, attached hereto as Exhibit A and incorporated by reference herein (“Property”,) by sale to the Indianapolis Marion-County Public Library (“Library”) on the terms contained herein to facilitate the development of a new library location; and

**WHEREAS**, the transfer of the Parent Property shall be on the terms of the Purchase Agreement attached hereto; and

**WHEREAS**, Ind. Code § 36-1-11-8 authorizes the transfer of property between governmental entities upon terms and conditions agreed upon by the entities, as evidenced by the adoption of a substantially identical resolution by the governing body of each entity;

**WHEREAS**, the School Corporation desires to transfer the Property to the Library in accordance with the terms contained in the Purchase Agreement; and

**WHEREAS**, the School Corporation has been informed that the Library will approve a resolution substantially identical to this Resolution.

**NOW THEREFORE, BE IT RESOLVED**, by the Board of Education for the Metropolitan School District of Washington Township as follows:

**SECTION 1.** The foregoing Recitals are incorporated herein by this reference.

**SECTION 2.** Pursuant to the provisions of Ind. Code § 36-1-11-8, the Board of Education hereby approves the transfer of the Property in accordance with the terms of the Purchase Agreement, in substantially the same form as Exhibit A.

**SECTION 3.** The transfer of the Property to the Library shall be by Limited Warranty Deed, the form of which is attached as an exhibit to the Purchase Agreement.

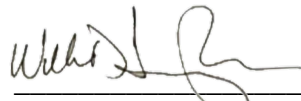
**SECTION 4.** The transfer shall be made by the School Corporation following the completion of Work or Additional work that must commence pursuant to the Purchase Agreement. Prior to its acquisition, the Library shall have a ninety (90) day due diligence period in which to conduct all due diligence activities necessary for its acceptance of the Property.

**SECTION 5.** The Board of Education hereby authorizes, empowers, and directs the Superintendent to direct the completion of all due diligence activities provided for in the Purchase Agreement and to proceed to close the transfer of the Property in the event such due diligence results are acceptable in the view of the Superintendent, as advised by the School Corporation's legal counsel.

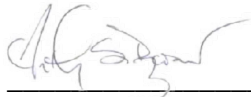
**SECTION 6.** The Board of Education further authorizes, empowers and directs the Superintendent to take all actions necessary to complete the transfer of the Property in accordance with the Agreement and this Resolution and to execute all documents and receive the purchase price required in connection with the transfer of the Property pursuant to this Resolution, and to take all other lawful action necessary to complete the transfer of the Property as contemplated herein, with such revisions to the foregoing or attached documents as are acceptable to the Superintendent as evidenced by her signature upon such documents.

**SECTION 7.** This Resolution is effective immediately upon its passage.

THIS RESOLUTION adopted this twelfth day of August, 2020 by at least a majority vote of the entire Board in a public meeting.



\_\_\_\_\_  
William Turner, President  
Board of Education



\_\_\_\_\_  
Anthony S. Dzwonar, Secretary  
Board of Education

**EXHIBIT A TO RESOLUTION OF THE BOARD OF EDUCATION OF THE  
METROPOLITAN SCHOOL DISTRICT OF WASHINGTON TOWNSHIP,  
MARION COUNTY, INDIANA, REGARDING TRANSFER OF A PORTION OF  
REAL ESTATE AT 3660 EAST 62<sup>ND</sup> STREET, INDIANAPOLIS, INDIANA 46220**

## **PURCHASE AGREEMENT**

THIS PURCHASE AGREEMENT (this “**Agreement**”) is made as of the \_\_\_ day of \_\_\_\_\_, 2020 (the “**Effective Date**”) by and between **THE METROPOLITAN SCHOOL DISTRICT OF WASHINGTON TOWNSHIP**, an Indiana public school corporation, which is a subdivision of the State of Indiana (“**Seller**”), and **THE INDIANAPOLIS-MARION COUNTY PUBLIC LIBRARY** (“**Buyer**”).

### **RECITALS**

Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Property (as defined below), subject to and in accordance with the terms, conditions and other provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

#### **1. DEFINITIONS**

The following capitalized terms shall have the meanings set forth in this Section 1 for all purposes under this Agreement:

1.1. Closing. The consummation of the transactions described herein as more fully described in Section 4 below.

1.2. Closing Date. The date mutually agreed to by Seller and Buyer following completion of the Work as outlined in Section 3.5 below, but no later than fifteen (15) days following completion of the Work.

1.3. Due Diligence Expiration Date. The date that is ninety (90) days from the Effective Date stated in the preamble above.

1.4. Due Diligence Period. The period commencing on the Effective Date (or earlier if Buyer has previously entered on, or conducted investigations concerning, the Property) and continuing until the Due Diligence Expiration Date.

1.5. Earnest Money. Defined in Section 2.2 below.

1.6. Obligations Surviving Termination. Buyer’s obligations under Sections 3.2, 3.5 and 15.12, and Buyer’s and Seller’s obligations under Sections 10 and 14.3.

1.7. Parent Property. That certain real estate located in Marion County, Indiana commonly known as 3660 E 62nd Street, Indianapolis, Indiana and upon which John Strange Elementary School is currently located and consists of Parcel Nos. 8007662 and 8033099.

1.8. Property. A portion of the Parent Property, consisting of approximately 5.7 acres, which is depicted on Exhibit A attached hereto. "Property" shall not be interpreted to include "school building" or "building" as used by Indiana Code ch. 20-26-7.1.

1.9. Purchase Price. Nine Hundred Thousand Dollars and No/100 Cents (\$900,000.00), plus any Additional Costs.

1.10. Retained Property. That portion of the Parent Property other than Property, *i.e.* that portion that will be retained by Seller at Closing.

1.11. Title Company. First American Title Insurance Company, 211 N. Pennsylvania Street, Suite 1250, Indianapolis, IN 46204, Attention: Monica Chavez.

1.12. Work. Certain improvements on the Property by Seller pursuant to Section 3.5 below.

## **2. AGREEMENT TO SELL AND PURCHASE; PURCHASE PRICE**

2.1. Agreement to Sell and Purchase. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the Property (which shall not include any school building or building), subject to and in accordance with the terms, conditions and provisions hereof.

2.2. Payment of Purchase Price. The total purchase price to be paid by Buyer to Seller for the Property shall be the Purchase Price described in Section 1 above. The Purchase Price shall be payable in the following manner:

(a) Earnest Money. Buyer shall, no later than one (1) business day after the Effective Date deposit with the Title Company, as escrow agent, the sum of Five Thousand and No/100 Dollars (\$5,000.00), as earnest money (said amount being herein referred to as the "**Earnest Money**"), which shall be in the form of a wire transfer of immediately available funds. Provided that Buyer has not terminated this Agreement pursuant to Section 3.2 below on or before the Due Diligence Expiration Date, all of the Earnest Money shall become fully non-refundable and payable to Seller, except as otherwise expressly provided herein. If the sale hereunder is consummated in accordance with the terms hereof, the Earnest Money shall be paid to Seller and applied to the Purchase Price to be paid by Buyer at the Closing. In all other instances, the Earnest Money shall be paid to Seller or Buyer as provided in other provisions of this Agreement. Seller and Buyer agree to execute any reasonable agreement required by Title Company containing Title Company's standard escrow terms and conditions.

(b) Balance of Purchase Price. Buyer shall pay to Seller the balance of the Purchase Price, plus or minus net proration credits (as such credits may be determined in accordance with Section 5 and other applicable provisions of this Agreement), at Closing by wire transfer of immediately available funds.

## **3. SELLER'S DELIVERIES; CONDITIONS PRECEDENT**

3.1. Seller's Deliveries. Except as otherwise expressly set forth in this Agreement, Seller makes no representations or warranties, either expressed or implied, and shall have no

liability with respect to the accuracy or completeness of any reports, records, or other documentation or information relating to the Property provided to Buyer, and Buyer shall make its own independent inquiry regarding the economic feasibility, physical condition and legal status of the Property during the Due Diligence Period.

3.2. Inspections and Access. Buyer and its representatives shall be permitted to enter upon the Real Property at any reasonable time and from time to time during the Due Diligence Period to examine, inspect and investigate the Property (collectively, the “**Inspections**”), subject to the terms, conditions and limitations set forth in this Section 3.2.

(a) All of the Inspections shall be conducted at the expense of Buyer without contribution from Seller of any kind or amount.

(b) Buyer shall have a right to enter upon the Property for the purpose of conducting the Inspections and for no other purpose, and provided that in each such instance: (i) Buyer notifies Seller of such Inspections not less than 48 hours prior to such entry; and (ii) Buyer is in full compliance with all of the terms of this Agreement. At Seller’s election, a representative of Seller shall be present during any entry by Buyer or its representatives upon the Property for conducting said Inspections. Buyer shall take all necessary actions to insure that neither it nor any of its representatives shall interfere with the ongoing operations occurring at the Property during the course of performing any such Inspections, and in no event shall Buyer or any persons acting on Buyer’s behalf be permitted to (i) enter any buildings on the Property or (ii) carry on any activities on the Property while school is in session, each without the prior written consent of Seller. Buyer shall not cause or permit any mechanics’ liens, materialmen’s liens or other liens to be filed against the Property as a result of the Inspections.

(c) Buyer shall have the right to conduct any inspections, studies or tests that Buyer deems appropriate in determining the condition of the Property; provided, however, Buyer shall not be permitted to perform any Phase II environmental assessments or any tests that require the physical alteration of the Property (including, without limitation, borings or samplings), without the prior written consent of Seller in each instance.

(d) Buyer agrees to indemnify, defend and hold Seller and its partners, members, employees and other agents and representatives (collectively, the “**Indemnified Parties**”) harmless from and against any and all claims, losses, damages, costs and expenses including, without limitation, reasonable attorneys fees’ and court costs, suffered or incurred by any of the Indemnified Parties arising out of or in connection with the activities of Buyer (or Buyer’s employees, consultants, contractors or other agents) on or about the Property, including, without limitation, mechanics’ liens, damage to the Property and injury to persons or property resulting from such activities. Without limiting the foregoing, in the event that the Property is damaged, disturbed or altered in any way as a result of such activities, Buyer shall promptly restore the Property to its condition existing prior to the commencement of such activities. Furthermore, Buyer agrees to maintain and cause all of its contractors and other representatives conducting any Inspections to maintain and have in effect workers’ compensation insurance, with statutory limits of coverage, and commercial general liability insurance and limits of not less than Three Million Dollars (\$3,000,000), combined single limit, for personal injury, including bodily injury and death, and property damage. Such insurance shall name Seller and

Seller's designees as additional insured parties. Buyer shall deliver to Seller, prior to commencing any Inspections, a certificate evidencing that the insurance required hereunder is in full force and effect.

(e) Buyer agrees to deliver to Seller complete copies of any written studies, reports, tests results or similar documents pertaining to the Property prepared by any third party for Buyer promptly upon Seller's request. Seller shall have no right to rely upon any document prepared by, or for, Buyer and Buyer's deliver of said documents shall not create any liability to Buyer for Seller's use or reliance thereon.

(f) Buyer shall have until the Due Diligence Expiration Date in which to conduct its due diligence investigations and analysis of the Property and of all information pertaining to the Property to determine whether the Property is acceptable to Buyer. If, during the Due Diligence Period, Buyer becomes aware of any problem or defect in the Property or other aspect of the Property which Buyer determines makes the Property unsuitable to Buyer, Buyer may, as its sole and exclusive right and remedy, terminate this Agreement by giving written notice of termination to Seller on or before the Due Diligence Expiration Date. If Buyer does not give such notice of termination on or before the Due Diligence Expiration Date, then this Agreement shall continue and the Earnest Money shall thereafter be non-refundable to Buyer except as a result of the termination of this Agreement pursuant to Section **Error! Unknown switch argument.** In the event of such termination, the Earnest Money shall be returned to Buyer and neither party shall have any further obligations to the other party hereunder, except for the Obligations Surviving Termination.

### 3.3. Title and Survey.

(a) Promptly following the Effective Date, Buyer shall order a commitment for an owner's policy of title insurance covering the Property issued by the Title Company (the "**Title Commitment**") and deliver such Title Commitment to Seller promptly upon receipt. Buyer shall, at Buyer's sole cost, within ten (10) days of the Effective Date order an ALTA survey of the Property (the "**Survey**"), which shall be certified to both parties, and otherwise in form and substance reasonably acceptable to both parties. Buyer shall have until the date that is sixty (60) days after the Effective Date (the "**Title/Survey Review Date**"), for examination of the Title Commitment and Survey and the making of any objections thereto, said objections to be made in writing and delivered to Seller on or before the Title/Survey Review Date. Buyer shall be deemed to have accepted all exceptions to the Title Commitment and the form and substance of the Survey, except only for matters expressly objected to in a written notice delivered to Seller on or before the Title/Survey Review Date. If any objections to the Title Commitment or Survey are properly made on or before the Title/Survey Review Date, Seller shall have the right, but not the obligation (except with respect to any mortgage lien, construction lien or other lien or encumbrance granted or created by Seller, which may be discharged by payment of a specified or ascertainable amount of money, on the Property entered into by Seller), on or before the date that is fifteen (15) days after the Title/Survey Review Date (the "**Seller Cure Date**"), to cure such objections (by removal or by endorsement or other method reasonably acceptable to Buyer) or to agree in writing to cure same prior to Closing. If the Seller does not cure said objections by Seller Cure Date (or agree to cure said objection by Closing), then Seller shall be deemed to have rejected Buyer's request to cure. If the objections are not so cured by Seller (or agreed to be

cured by Seller) and Buyer has not agreed to waive the applicable objections, then Buyer may, at its option, and as its sole and exclusive right and remedy, terminate this Agreement by written notice thereof delivered to Seller on or before the date that is five (5) days after the Seller Cure Date. If Buyer does not give such notice of termination on or before the date that is five (5) days after the Seller Cure Date, Buyer shall be deemed to have waived its right to terminate this Agreement pursuant to this Section 3.3(a), and this Agreement shall continue in full force and effect. In such event, all objections to the Title Commitment and Survey made by Buyer and not agreed to be cured by Seller shall be deemed waived by Buyer and Buyer shall accept title to the Property subject thereto. In the event Buyer timely exercises its right to terminate pursuant to this Section 3.3(a), the Earnest Money shall be returned to Buyer and neither party shall have any further obligations to the other party hereunder, except for the Obligations Surviving Termination.

(b) Buyer may, within five (5) days after learning of same, or the Closing Date, whichever occurs first, notify Seller in writing of any objections to any title exceptions added to the Title Commitment (which do not relate to or arise out of actions by the Buyer) first arising between the Title/Survey Review Date and the Closing Date (such being referred to as “**Gap Objections**”). With respect to any Gap Objections, if Seller does not elect to cure any Gap Objections, Buyer shall have the option to terminate this Agreement (which option must be exercised within five (5) days after receipt of Seller’s response to any Gap Objections, or the Closing Date, whichever occurs first), in which event the Earnest Money shall be returned to Buyer and neither party shall have any further obligations to the other party hereunder, except for the Obligations Surviving Termination. If Seller elects to attempt to cure any such Gap Objections, the Closing Date shall be automatically extended by a reasonable additional time to effect such a cure, but in no event shall the extension exceed thirty (30) days.

3.4. Subdivision. Within ninety (90) days following the Effective Date, Buyer shall, at Buyer’s sole cost and expense, submit all applications necessary to subdivide the Parent Property such that the Property is a legally separate parcel and may be conveyed at Closing as contemplated herein. Buyer acknowledges that the Retained Property may be developed for commercial or other uses and Buyer shall not interfere with, delay or otherwise oppose any efforts to obtain any development approvals with respect to the Retained Property. Notwithstanding anything to the contrary contained in this Agreement, all submissions by Buyer for any plat or subdivision and any other development approvals with respect to the Property (including without limitation the Zoning Approval, as defined below) must be approved in advance by Seller prior to submission to any applicable authority. Such approval shall be deemed given if Seller fails to provide a response within ten (10) days of written notice by Buyer requesting such approval, which notice shall include true and complete copies of all materials to be included in any such submissions. Buyer acknowledges and agrees that Seller’s obligation to sell the Property is subject to satisfaction of the following conditions precedent on or as of Closing (a) that Seller has approved all development approvals (including without limitation any plat and the Zoning Approval) with respect to the Property that have any impact on the Retained Property, (b) that Buyer has caused the Property and the Retained Property to be subdivided into separate parcels pursuant to a plat, (c) Seller has approved of the Survey and the description of the Property, and (d) that the parties have agreed to cross-easements over the Property and the Retained Property for access, drainage and utilities as each may require for the development of their respective properties. Buyer agrees to reasonably cooperate with Seller in order to satisfy



such conditions. Buyer acknowledges and agrees that all approval rights of Seller and the conditions herein to Seller's obligations shall apply regardless as to whether there is any requirement that the Property be platted.

3.5. Work.

(a) Scope of Work. Unless this Agreement has been terminated, Seller shall, at Seller's sole cost and expense and prior to Closing, perform the Work, and upon substantial completion thereof, Seller shall provide Buyer with notice thereof. Buyer acknowledges and agrees that the Work shall include modification of the existing school building on the Property, up to and including demolition of any structures on the Property and the Additional Work and Tank Removal Work. The Work shall be performed in such manner and as determined by Seller in its reasonable discretion to accommodate Buyer's intended use of the Property. Notwithstanding anything to the contrary herein, Seller shall not be deemed to have made any warranty to Buyer with respect to the Work, any implied warranties with respect to the Work, including without limitation any warranty as to fitness for a particular purposes, are hereby disclaimed, and in no event shall Buyer have any claim or right of action against Seller with respect to the Work or the removal of any property from the Property.

(b) Additional Work. As used herein, the "**Additional Work**" shall consist of the following:

(i) The capping of any existing utilities at or near the northern Property line in a location mutually agreed upon between Buyer and Seller.

(ii) The subgrade work, including but not limited to removing footers and basement floor or walls, on the Property if removal is approved in writing by Buyer and Seller (the "**Subgrade Work**"). Buyer shall provide notice of its approval of such removal within ten (10) calendar days of Buyer's receipt from Seller of an alternate bid for the Subgrade Work submitted by the contractor selected by Seller to perform the Work. If Buyer fails to timely provide notice of its approval, then the alternate bid for Subgrade Work shall be deemed rejected, and Seller shall have no obligation to perform any Subgrade Work.

(c) Tank Removal Work. Completion of the work (the "**Tank Removal Work**") contemplated in that certain Proposal for Heating Oil Tank Removal, John Strange Elementary School, 3660 East 62nd Street, Indianapolis dated June 18, 2020 by Alliance Environmental Group, Inc., which proposal provides for, among other things, the removal of up to two (2) heating oil tanks and the collection and laboratory analysis of soil samples, as more particularly provided therein. The Tank Removal Work shall also include any additional work in connection with the services contemplated in such proposal that Seller, in its sole discretion, determines necessary or prudent, provided, however that in no event shall Seller be obligated to perform any work or services or incur any costs or liabilities with respect to the Tank Removal Work beyond that set forth in the such proposal. Upon completion of the Tank Removal Work, Seller shall provide Buyer with copies of any report detailing the work and any testing results, provided, however that Seller may require that Seller first execute a confidentiality and non-disclosure agreement with respect to any such report and related information, in form and substance reasonably acceptable to Seller.

(d) Additional Costs. As used herein, the “**Additional Costs**” shall mean (i) all costs for the Additional Work, excluding the Costs for the Tank Removal Work; and (ii) in the event that any asbestos abatement costs incurred as part of the Work exceeds \$100,000, fifty percent (50%) of the asbestos abatement costs in excess of \$100,000. Seller shall provide reasonable supporting documentation evidencing all Additional Costs.

(e) Reimbursement upon Termination of Agreement. Notwithstanding anything to the contrary in this Agreement, if this Agreement is terminated for any reason, then Buyer shall reimburse Seller for (i) fifty percent (50%) of the costs incurred by Seller in connection with all portions of the Work and Additional Work other than the Subgrade Work (Buyer acknowledges and agrees that such costs of the Work may include costs to complete any work that has commenced or if Seller, due to the termination of this Agreement, elects to not proceed with such work, any cancellation and/or demobilization fees and all other amounts, if any, payable by the Seller to contractors and suppliers for the cessation of the work and for the cancellation of contracts and/or purchase orders); and (ii) One hundred percent (100%) of the costs incurred by Seller for the Subgrade Work. Such reimbursement shall be due and payable within thirty (30) days following Seller’s submission of demand for any such reimbursements together with reasonable supporting documentation. Buyer’s obligation to reimburse such amounts shall be included in the Obligations Surviving Termination.

(f) Condition Precedent. Buyer acknowledges and agrees that Seller’s obligation to sell the Property is subject to completion of the Work in a manner satisfactory to Seller prior to Closing (including without limitation approval of the Tank Removal Work and all reports issued in connection therewith). Seller shall begin the Work no later than one-hundred twenty (120) days from the Effective Date.

3.6. Zoning. Within ninety (90) days following the Effective Date, Buyer shall, at Buyer’s sole cost and expense, submit all applications necessary to pursue a change in zoning applicable to the Property to SU-37, and Buyer shall have the right to pursue such change in zoning applicable to the Property for a period of one hundred fifty (150) days (the “**Approval Period**”) from the Effective Date to obtain such zoning classification change, which shall be evidenced by the appropriate approval and adoption by the Indianapolis City County Council (hereinafter the “**Zoning Approval**”). Seller shall, without additional consideration, execute any and all documents reasonably necessary to file for and complete such rezoning of the Property. Buyer acknowledges that Seller shall not be required to incur any costs, fees or liabilities in connection with the foregoing other than nominal costs. Buyer shall not agree to any conditions or commitments related to the Zoning Approval and/or the Retained Property without Seller's prior written approval, which shall not be unreasonably withheld, conditioned, or delayed. The Seller’s choice to not agree to commitments or conditions shall not be considered an event of Buyer’s Default. Buyer acknowledges and agrees that all submissions by Buyer related to the Zoning Approval shall be subject to the requirements set forth in Section 3.4 (i.e. prior written approval by Seller).

3.7. Approval Of Governing Bodies. During the Approval Period, both Buyer and Seller shall have obtained the approval of their governing bodies to the terms and conditions of this transaction, subject to the satisfaction of all conditions precedent included herein.

#### 4. **CLOSING**

4.1. **Time and Place.** The Closing shall be held on the Closing Date in escrow through Title Company. The parties agree to complete all arrangements for Closing prior to the Closing Date so that all requirements for Closing, with the exception of the delivery of the Purchase Price, are in place by the end of the day prior to the Closing Date and only the funding need be completed on the Closing Date.

4.2. **Deliveries.** At Closing Seller and Buyer shall execute and deliver the following items:

(a) Seller shall execute and deliver to Buyer the following:

(i) a deed to the Property in the form of **Exhibit B** attached hereto;

(ii) a non-foreign transferor certification pursuant to Section 1445 of the Internal Revenue Code; and

(iii) a vendor's certificate in form sufficient to permit the Title Company to delete the so-called 'standard' exceptions (excepting any exception requiring a survey for deletion).

(b) Buyer shall pay or deliver to Seller:

(i) the balance of the Purchase Price, by wire transfer, as provided in subsection 2.2(b) hereof.

(c) Seller and Buyer shall jointly execute and deliver the following:

(i) a closing statement describing all prorations and other applicable credits;

(ii) an Indiana sales disclosure form;

(iii) other documents reasonably necessary to consummate the transactions contemplated by this Agreement.

4.3. **Closing Instructions to Title Company.** The Closing shall be facilitated through an escrow established with the Title Company, using closing escrow instructions consistent with this Agreement. Notwithstanding the use of an escrow, the Closing shall be completed (with the escrow closed out) on the Closing Date, including the concurrent delivery of all required documents and the Purchase Price.

#### 5. **PRORATIONS**

5.1. **Generally.** All items of income and expense applicable to the Property shall be paid, prorated or adjusted as of the close of business on the day prior to the Closing Date. For purposes of calculating the prorations provided for in this Agreement, Buyer shall be deemed to

be the owner of the Property on the Closing Date and shall receive the benefit of any income and have the liability of any expenses attributable to the Closing Date.

5.2. Real Estate Taxes and Assessments. Each of the parties anticipates that it will be exempt from any obligation to pay real estate taxes or any special assessments applicable to the Property and therefor, the parties agree that there shall be no need to prorate and such taxes or assessments. If this proves incorrect, then the parties shall prorate such taxes and assessment as of the date of Closing in a manner customary for real estate transactions in Indianapolis, Indiana.

5.3. Prorations. Any operating expenses of the Property shall be payable by Seller and Buyer in accordance with the parties' respective periods of ownership so that Seller pays all expenses attributable to the period prior to the Closing Date and Buyer pays all Taxes and expenses attributable to the period on or after the Closing Date. If either party receives a bill for expenses for which the other party is obligated, such other party shall pay such bill promptly after receipt thereof. If Seller has prepaid any expenses as of the Closing Date, Buyer shall reimburse Seller at Closing for the portion thereof attributable to the period from and after the Closing Date. If the current year's assessments for Taxes are not available, then Taxes will be prorated based on the most recent tax bill for the Property and this shall be a final settlement.

## **6. SELLER'S REPRESENTATIONS AND WARRANTIES**

6.1. List of Representations and Warranties. Seller hereby represents and warrants to Buyer the following matters, but only to the extent such matters are applicable to Seller or the Property:

(a) Authority. Seller has the legal power, right and authority to enter into this Agreement and to consummate the transactions contemplated hereby. Seller's opinion is that the proposed transfer of the Property is excluded from Ind. Code ch. 20-26-7.1.

(b) Conflicts. Neither the execution and delivery of this Agreement nor the consummation of the transactions herein contemplated conflict with or result in the material breach of any terms, conditions or provisions of or constitute a default under, any bond, note, or other evidence of indebtedness or any agreement to which Seller is a party.

(c) Leases. Seller has not entered into any leases or other occupancy agreements demising any portion of the Property that will continue after Closing, other than matters of record.

(d) Violations of Laws. Seller has not received any written notice that the Property is currently in violation of any applicable federal, state, or local environmental or other safety laws or regulations.

(e) Litigation. No demands, claims, or litigation, including but not limited to condemnation, eminent domain, or similar proceedings, has been served upon Seller with respect to the Property that remains outstanding, and, to Seller's knowledge, no such demands, claims or litigation have been threatened in writing.

(f) To the best of Seller's knowledge, there are no "Hazardous Materials" (as defined in Section 7.3) located on the Property.

Seller shall not be deemed to have made any warranty to Buyer with respect to the Work or Additional Work as described in Section 3.5 and in no event shall Buyer have any claim or right of action against Seller with respect to the Work or Additional Work or the removal of any property from the Property.

6.2. Modifications to Representations and Warranties. The representations and warranties of Seller set forth in this Agreement shall be deemed remade as of Closing, provided that Seller may give Buyer on or before the Closing Date one or more notices of modification to such representations and warranties (each a "**Statement of Modifications**"), and such representations and warranties shall be deemed to remade as of Closing as modified by any Statement of Modifications. If Seller gives a Statement of Modifications to Buyer within five (5) days of the Closing Date, Buyer shall have five (5) days thereafter to exercise its termination right under Section 6.4 and the Closing Date shall be delayed accordingly.

6.3. Definition of Knowledge. As used in this Section 6 or other provisions of this Agreement, the term "**to Seller's knowledge**" or any other reference to the knowledge of Seller shall mean and apply to the actual knowledge of Angela Britain-Smith, Director of Operations (the "**Seller Knowledge Individual**"), and not to any other persons or entities, (b) shall mean the actual (and not implied or constructive) knowledge of such individual, without any duty on such individual to conduct any investigation or inquiry of any kind, and (c) shall not apply to or be construed to apply to information or material which may be in the possession of Seller generally or incidentally, but which is not actually known to the Seller Knowledge Individual. Similarly, any reference to any written notice, claim, litigation, filing or other correspondence or transmittal to Seller set forth herein shall be limited to refer to only those actually received by or known to the Seller Knowledge Individual in the limited manner provided in clauses (a) - (c) above. Under no circumstances shall the Seller Knowledge Individual have any personal obligations or liabilities under this Agreement or otherwise.

6.4. Limitations Concerning Buyer's Knowledge and Third Party Protection. Notwithstanding anything contained in this Agreement to the contrary, all of the representations, warranties and certifications (collectively, the "**Representations**") which are made by Seller and set forth herein or in any of the documents or instruments required to be delivered by Seller hereunder, shall be subject to the following conditions and limitations: (a) there shall be no liability on the part of Seller for any breach of a Representation arising from any matter or circumstance of which Buyer had knowledge at Closing (including matters and circumstances described in any Statement of Modifications); (b) in the event that prior to the time of Closing, during the course of Buyer's inspections, studies, tests and investigations conducted pursuant to Section 3.2 hereof, or through other sources (including any Statement of Modifications), Buyer gains knowledge of a fact or circumstance which, by its nature, indicates that a Representation was or has become untrue or inaccurate, and such fact or circumstance was not intentionally withheld from Buyer by Seller with the intent to defraud Buyer, then Buyer shall not have the right to bring any lawsuit or other legal action against Seller, nor pursue any other remedies against Seller, as a result of the breach of the Representation caused thereby, but Buyer's sole and exclusive right and remedy shall be to terminate this Agreement, in which event the Earnest

Money shall be returned to Buyer and neither party shall have any further obligations to the other party hereunder, except for the Obligations Surviving Termination; provided, however, that such right of termination shall not be available for breaches of Representations that have no material impact of the value of the Property; and (c) to the extent that Buyer receives or obtains estoppel certificates, insurance policies, guarantees, warranties or other items from third parties (collectively, “**Third-Party Protections**”) which provide a claim, cause of action, defense or other protection for Buyer with respect to liability for which Buyer may have a right of recourse against Seller hereunder, Buyer agrees to pursue its rights with respect to such Third-Party Protections prior to pursuing any rights against Seller hereunder, and to pursue its rights against Seller only to the extent that such Third-Party Protections do not protect Buyer against such liability. Without limiting Section 15.6 or any other provision hereof, the parties hereto expressly acknowledge and agree that none of Seller’s representations, warranties or covenants herein may be relied on by the Title Company, whether by subrogation or otherwise.

6.5. Other Limitations. Notwithstanding anything to the contrary set forth in this Agreement or in any other agreement or document delivered in connection herewith: (a) Seller shall have no liability whatsoever to Buyer for a breach of any representation, warranty, covenant, agreement or other requirement or provision hereof or thereof, unless the valid claims for all such breaches against Seller collectively aggregate more than the Liability Floor, in which event the full amount of such valid claims shall be actionable up to, but not in excess of, the Liability Cap in the aggregate for all liability; and (b) Seller shall not have any liability whatsoever to Buyer for a breach of any representation, warranty, covenant, agreement or other requirement or provision hereof or of any other agreement or document delivered in connection herewith, unless written notice containing a description of the specific nature of such breach shall have been given by Buyer to Seller within six (6) months after the Closing Date, and an action shall have been commenced by Buyer against Seller within two (2) months after such notice is provided to Seller. In no event shall Seller be liable for any incidental, consequential or punitive damages or for any damages in excess of the Liability Cap. For purposes of the foregoing: (A) “**Liability Floor**” shall mean Five Thousand and No/100 Dollars (\$5,000.00), and (B) “**Liability Cap**” shall mean Twenty-Five Thousand and No/100 Dollars (\$25,000.00).

## 7. PURCHASE AS IS

7.1. AS IS. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF SELLER EXPRESSLY SET FORTH IN THIS AGREEMENT OR EXPRESSLY SET FORTH IN ANY DOCUMENTS DELIVERED BY SELLER TO BUYER AT CLOSING, BUYER WARRANTS AND ACKNOWLEDGES TO AND AGREES WITH SELLER THAT BUYER IS PURCHASING THE PROPERTY IN ITS “AS-IS, WHERE IS” CONDITION “WITH ALL FAULTS” AS OF THE CLOSING DATE AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESS OR IMPLIED, AS TO ITS CONDITION, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, OR ANY OTHER WARRANTY OF ANY KIND, NATURE, OR TYPE WHATSOEVER FROM OR ON BEHALF OF SELLER. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF SELLER EXPRESSLY SET FORTH IN THIS AGREEMENT OR EXPRESSLY SET FORTH IN ANY DOCUMENTS DELIVERED BY SELLER TO BUYER AT CLOSING, SELLER SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST OR

PRESENT, EXPRESS OR IMPLIED, CONCERNING (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY CONDUCT THEREON, INCLUDING THE POSSIBILITIES FOR FUTURE DEVELOPMENT OF THE PROPERTY, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, (H) THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS AT, ON, UNDER, OR ADJACENT TO THE PROPERTY OR ANY OTHER ENVIRONMENTAL MATTER OR CONDITION OF THE PROPERTY, OR (I) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY. BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF SELLER EXPRESSLY CONTAINED IN THIS AGREEMENT OR EXPRESSLY SET FORTH IN ANY DOCUMENTS DELIVERED BY SELLER TO BUYER AT CLOSING, ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. SELLER SHALL NOT BE LIABLE OR BOUND IN ANY MANNER BY ANY ORAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT BUYER IS A SOPHISTICATED AND EXPERIENCED BUYER OF PROPERTIES SUCH AS THE PROPERTY AND HAS BEEN DULY REPRESENTED BY COUNSEL IN CONNECTION WITH THE NEGOTIATION OF THIS AGREEMENT. SELLER HAS MADE NO AGREEMENT WITH BUYER TO ALTER, REPAIR OR IMPROVE ANY OF THE PROPERTY AS PART OF THIS TRANSACTION.

7.2. Release of Seller. Buyer acknowledges that it will have the opportunity to inspect the Property during the Due Diligence Period, and during such period, observe its physical characteristics and existing conditions and the opportunity to conduct such investigation and study on and of the Property and adjacent areas as Buyer deems necessary, and by Closing this transaction, Buyer shall be deemed to FOREVER RELEASE AND DISCHARGE Seller from all duties, obligations, responsibility and liability pertaining to the Property in any way, including but not limited to condition, valuation, salability, financability or utility of the Property, or its suitability for any purpose whatsoever (including, but not limited to, with respect to the presence in the soil, air, structures and surface and subsurface waters, of Hazardous Materials or other materials or substances that have been or may in the future be determined to be toxic, hazardous, undesirable or subject to regulation and that may need to be specially treated, handled and/or

removed from the Property under current or future federal, state and local laws, regulations or guidelines, and any structural and geologic conditions, subsurface soil and water conditions and solid and hazardous waste and Hazardous Materials on, under, adjacent to or otherwise affecting the Property), including without limitation liabilities under CERCLA, EXCEPT that this paragraph shall not be construed to release, discharge, or waive any claims against Seller relating to the breach of any representation or warranty made by Seller in this Agreement or the documents delivered at Closing (collectively, the “**Excluded Claims**”). Further by Closing this transaction, Buyer will be deemed to have WAIVED any and all objections and complaints (including, but not limited to, federal, state and local statutory and common law based actions, and any private right of action under any federal, state or local laws, regulations or guidelines to which the Property is or may be subject, including, but not limited to, CERCLA) concerning the physical characteristics and any existing conditions of the Property, with the exception of the Excluded Claims. Buyer further hereby assumes the risk of changes in applicable laws and regulations relating to past, present and future environmental conditions on the Property and the risk that adverse physical characteristics and conditions, including, without limitation, the presence of Hazardous Materials or other contaminants, may not have been revealed by its investigation.

7.3. Certain Definitions. For purposes hereof, (a) the term “**CERCLA** “ means the Comprehensive Environmental Response Compensation and Liability Act and other federal laws governing Hazardous Materials as in effect on the date of this Agreement, together with its implementing regulations and guidelines as of the date of this Agreement; and (b) the term “**Hazardous Materials**” means any substance which is (i) designated, defined, classified or regulated as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any applicable law, as currently in effect as of the date of this Agreement (ii) petroleum hydrocarbon, including crude oil or any fraction thereof and all petroleum products, (iii) PCBs, (iv) lead, (v) friable asbestos, (vi) flammable explosives, (vii) infectious materials or (viii) radioactive materials.

7.4. Survival. The terms and conditions of this Article 7 shall expressly survive the Closing, not merge with the provisions of any closing documents and shall be deemed incorporated into the Deed. Buyer acknowledges and agrees that the releases, waivers and disclaimers and other agreements set forth herein are an integral part of this Agreement and that Seller would not have agreed to sell the Property to Buyer for the Purchase Price without the releases, waivers and disclaimers and other agreements set forth above.

## **8. BUYER’S REPRESENTATIONS AND WARRANTIES**

Buyer hereby represents and warrants to Seller as follows:

8.1. Authority. Buyer has the legal power, right and authority to enter into this Agreement and, at Closing, shall have the legal power, right and authority to consummate the transactions contemplated hereby.

8.2. Conflicts. Neither the execution and delivery of this Agreement nor the consummation of the transactions herein contemplated conflict with or result in the material



breach of any terms, conditions or provisions of or constitute a default under, any bond, note, or other evidence of indebtedness or any agreement to which Buyer is a party.

8.3. Patriot Act. Buyer represents, warrants and covenants that neither Buyer nor any of its respective partners, officers, directors, members or shareholders (i) is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury (“**OFAC**”) pursuant to Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept. 25, 2001) (the “**Order**”) and all applicable provisions of Title III of the USA Patriot Act (Public Law No. 107-56 (October 26, 2001)); (ii) is listed on the Denied Persons List and Entity List maintained by the United States Department of Commerce; (iii) is listed on the List of Terrorists and List of Disbarred Parties maintained by the United States Department of State, (iv) is listed on any list or qualification of “Designated Nationals” as defined in the Cuban Assets Control Regulations 31 C.F.R. Part 515; (v) is listed on any other publicly available list of terrorists, terrorist organizations or narcotics traffickers maintained by the United States Department of State, the United States Department of Commerce or any other governmental authority or pursuant to the Order, the rules and regulations of OFAC (including without limitation the Trading with the Enemy Act, 50 U.S.C. App. 1-44; the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-06; the unrepealed provision of the Iraq Sanctions Act, Publ.L. No. 101-513; the United Nations Participation Act, 22 U.S.C. § 2349 aa-9; The Cuban Democracy Act, 22 U.S.C. §§ 60-01-10; The Cuban Liberty and Democratic Solidarity Act, 18.U.S.C. §§ 2332d and 233; and The Foreign Narcotic Kingpin Designation Act, Publ. L. No. 106-120 and 107-108, all as may be amended from time to time); or any other applicable requirements contained in any enabling legislation or other Executive Orders in respect of the Order (the Order and such other rules, regulations, legislation or orders are collectively called the “**Orders**”); (vi) is engaged in activities prohibited in the Orders; or (vii) has been convicted, pleaded nolo contendere, indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering, drug trafficking, terrorist-related activities or other money laundering predicate crimes or in connection with the Bank Secrecy Act (31 U.S.C. §§ 5311 et. seq.).

The representations and warranties of Buyer set forth in this Agreement shall be deemed remade as of Closing, and said representations and warranties as so remade shall survive the Closing without limitation on duration.

## **9. CLOSING COSTS**

Seller shall pay the following expenses incurred in connection with the transactions described herein: (i) costs to obtain the standard ALTA owner’s title policy, (ii) Seller’s legal fees and expenses, (iii) unless otherwise provided herein, all other closing costs customarily paid for by sellers of commercial real property in Indiana, and (iv) unless otherwise provided herein, one-half of any other closing costs not customarily charged solely to either buyers or sellers of commercial real property in Indiana. Buyer shall pay the following expenses incurred in connection with the transactions described herein: (a) the costs to obtain any and all endorsements to the standard ALTA owner’s title policy (provided that the issuance of any of same will not be a condition to Closing in any respect), (b) the costs to obtain a lender’s policy of title insurance, if any, and all endorsements thereto, (c) the costs of the Survey, (d) any and all costs and expenses of consultants, engineers and other professionals engaged by Buyer in

connection with its due diligence, (e) Buyer's legal fees and expenses, (f) unless otherwise provided herein, all other closing costs customarily paid for by Buyers of commercial real property in Indiana, and (g) unless otherwise provided herein, one-half of any other closing costs not customarily charged solely to either buyers or sellers of commercial real property in Indiana.

#### **10. BROKERAGE COMMISSIONS**

Buyer and Seller each represents and warrants that it has not dealt with any broker, agent, finder or similar party in connection with the transaction contemplated by this Agreement, and each of Buyer and Seller hereby indemnifies, defends and holds harmless the other from any liability, cost or expense (including, without limitation, reasonable attorneys' fees and costs of enforcement of the foregoing indemnity, whether arising in any underlying action or in the enforcement of this right of indemnification) arising out of the falsity of the foregoing representation by such party. The provisions of this Section 10 shall survive the Closing or any earlier termination of this Agreement.

#### **11. NOTICE**

All notices, demands and communications (a "Notice") under this Agreement shall be delivered or sent by: (a) hand delivery, (b) certified mail, postage prepaid, return receipt requested, or (c) nationally recognized overnight carrier, delivered to the address of the intended recipient set forth below or to such other address as either party may designate by notice pursuant to this Article.

Notices to Seller:           The Metropolitan School District of Washington  
Township  
8550 Woodfield Crossing Blvd.  
Indianapolis, IN 46240-2478  
Attention: Joe Licata

With a copy to:           Bose McKinney & Evans LLP  
111 Monument Circle, Suite 2700  
Indianapolis, IN 46204  
Attention: Jonathan L. Mayes

Notices to Buyer:        Indianapolis-Marion County Public Library  
2450 N. Meridian Street  
Indianapolis, Indiana 46208  
Attention: Chief Executive Officer

With a copy to:        Clark, Quinn, Moses, Scott & Grahn, LLP  
320 N. Meridian Street, Suite 1100  
Indianapolis, IN 46204  
Attention: Robert B. Scott, Esq.

Notices shall be deemed given: (i) on the date delivered, if sent by hand delivery; (ii) one business day after delivery to the overnight carrier, if sent by nationally recognized overnight

carrier; or (iii) three (3) business days after being mailed, if sent by certified mail, postage prepaid, return receipt requested. Notices may be sent by counsel for a party and such shall be deemed notice by the party so represented. Notices shall be deemed served as set forth above, even if such notices are rejected or delivery refused by the intended recipient.

## **12. CONDEMNATION**

If all or any material part of the Property is taken by eminent domain or if a legal proceeding seeking such taking by eminent domain is filed prior to the Closing Date, then Buyer may, as its sole and exclusive right and remedy, terminate this Agreement by notice to Seller given on or before the earlier of (a) twenty (20) days after such taking or (b) the Closing Date, and, in the event of such termination, the Earnest Money shall be returned to Buyer and neither party shall have any further obligation under this Agreement, except for the Obligations Surviving Termination. If Buyer is not entitled to or does not elect to so terminate, the Closing shall take place as herein provided without abatement of the Purchase Price, and Seller shall assign and transfer to Buyer on the Closing Date, without warranty or recourse, all of Seller's right, title and interest in and to all condemnation awards paid or payable to Seller on account of such eminent domain proceedings (less Seller's reasonable costs of collection thereof and of amounts used for reasonable restoration).

## **13. OPERATIONS PRIOR TO CLOSING OR TERMINATION**

13.1. Seller's Covenants. Seller covenants and agrees with Buyer that except as otherwise provided in this Agreement or as may be necessary to consummate the transactions contemplated herein, after the date hereof until the Closing or termination of this Agreement, Seller shall conduct its business involving the Property as follows:

(a) Seller shall refrain from transferring title to any of the Property or creating on the Property any easements or mortgages which will survive Closing.

(b) Without the prior written consent of Buyer, Seller shall refrain from entering into or amending any contracts or other agreements pertaining to the Property, other than contracts or other agreements entered into in the ordinary course of business and which are cancelable by the owner of the Property without penalty upon not more than thirty (30) days' notice.

(c) Seller shall not solicit or enter into any discussions or negotiations with any person other than Buyer regarding sale, lease or other disposition of all or any part of the Property, provided, however that the foregoing shall not restrict or limit in any manner Seller's right to take any such actions with respect to the Retained Property.

(d) Seller shall not subject the Property to any additional encumbrances.

(e) Seller shall refrain from committing any waste or creating any public, private or attractive nuisance upon the Property.

## **14. DEFAULTS AND REMEDIES**

14.1. Seller Defaults. In the event that Seller, on or prior to the Closing Date, shall default in the performance of its obligations hereunder, Buyer, as its sole and exclusive remedy, may either (a) seek specific performance of Seller's obligations hereunder, provided that any suit for specific performance must be brought within thirty (30) days after Seller's default, failing which, Buyer shall be deemed to have waived its right to specific performance to the maximum extent permitted by law, or (b) terminate this Agreement and receive a refund of the Earnest Money, whereupon neither party shall have any further obligation to the other party hereunder. Seller shall not be liable to Buyer for any punitive, speculative or consequential damages. The provisions of this Section shall not limit Buyer's or Seller's right to pursue and recover on a claim with respect to any of the Obligations Surviving Termination. As a condition precedent to any suit for specific performance, Buyer must have tendered all of its deliveries on or before the Closing Date, including the Purchase Price. Buyer hereby waives any other rights or remedies, including, without limitation, the right to seek money damages, except as expressly provided in this section. Buyer agrees not to file a lis pendens or other similar notice against the Property at any time or for any reason, except only in connection with, and after the filing of, a suit for specific performance.

14.2. Buyer Defaults. In the event that Buyer, on or prior to the Closing Date, shall default in the performance of its obligations under this Agreement, then Seller, as its sole and exclusive remedy, may terminate this Agreement by notifying Buyer thereof and receive and retain the Earnest Money as liquidated damages, provided that this provision shall not limit Seller's or Buyer's rights to pursue and recover on a claim with respect to any of the Obligations Surviving Termination. Seller's use of the Property for educational use (and use of any existing buildings on the Property for classroom instruction) shall continue without interruption. Buyer shall not be liable to Seller for punitive, speculative or consequential damages. In the event Seller is entitled to the Earnest Money as liquidated damages, and to the extent Seller has not already received such funds, such funds shall be immediately paid to Seller by the Title Company upon receipt of written notice from Seller that Buyer has defaulted under this Agreement, and Buyer agrees to take all such actions and execute and deliver all such documents necessary or appropriate to effect such payment.

14.3. Attorneys' Fees and Costs. In the event legal action is instituted to interpret or enforce the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party the prevailing party's reasonable costs and attorney's fees, including, without limitation, all costs and fees that are incurred in any trial, on any appeal and/or in any bankruptcy proceeding. For purposes of this Agreement, "prevailing party" shall include a party obtaining substantially the relief sought, whether by compromise, settlement or otherwise.

## **15. MISCELLANEOUS**

15.1. Entire Agreement; Amendments. This Agreement, together with the exhibits attached hereto, constitute the entire agreement of the parties hereto regarding the purchase and sale of the Property, and all prior agreements, understandings, representations and statements, oral or written, including any so-called term sheets and letters of intent, are hereby merged

herein and superseded hereby. This Agreement may only be amended or modified by an instrument in writing, signed by the party or parties intended to be bound thereby.

15.2. TIME OF THE ESSENCE. ALL PARTIES HERETO AGREE THAT TIME IS OF THE ESSENCE IN THE PERFORMANCE OF THE PROVISIONS OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE PARTIES' RESPECTIVE OBLIGATIONS TO CLOSE ON THE CLOSING DATE.

15.3. Counterpart/Electronic Delivery. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. Furthermore, executed counterparts of this Agreement may be delivered by facsimile or other reliable electronic means (including emails of pdf documents), and such facsimile or other electronic transmission shall be valid and binding for all purposes when transmitted to and actually received by the other party.

15.4. Governing Law. This Agreement shall be deemed to be a contract made under the laws of the State in which the Property is located and for all purposes shall be governed by and interpreted in accordance with the laws of such State without reference to conflicts of law principles or rules.

15.5. Recordation. Buyer shall not record this Agreement or a memorandum or other notice thereof in any public office or records without the express written consent of Seller except as may be required by law in connection with the filing of a suit for specific performance permitted by this Agreement. A breach by Buyer of this covenant shall constitute a material default by Buyer under this Agreement.

15.6. Assignment; Third Party Beneficiaries. Buyer shall not assign this Agreement without Seller's prior written consent, which consent may be withheld for any reason or no reason in Seller's sole discretion; provided, however, that, upon five (5) business days' prior written notice to Seller, Buyer, at Closing, may assign this Agreement to any entity owned or controlled by Buyer. In the event of an assignment to such entity, such entity shall take title to all of the Property, and Buyer shall be jointly and severally liable for Buyer's obligations hereunder. Subject to the previous sentence, this Agreement shall inure to the benefit of and be binding on and enforceable against the parties hereto and their respective successors and assigns. This Agreement is intended for the benefit of Buyer and Seller, and except as provided in the indemnity granted by Buyer under Section 3.2, with respect to the Indemnified Parties described therein, no other person or entity shall be entitled to rely on this Agreement, receive any benefit from it or enforce any provisions of it against Buyer or Seller.

15.7. Section Headings. The Section headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several Sections hereof.

15.8. Severability. If any portion of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

15.9. Waiver of Trial by Jury. Seller and Buyer, to the extent they may legally do so, hereby expressly waive any right to trial by jury of any claim, demand, action, cause of action or

proceeding arising under or with respect to this Agreement, or in any way connected with, or related to, or incidental to, the dealings of the parties hereto with respect to this Agreement or the transactions related hereto or thereto, in each case whether now existing or hereafter arising, and irrespective of whether sounding in contract, tort, or otherwise. To the extent they may legally do so, Seller and Buyer hereby agree that any such claim, demand, action, cause of action or proceeding shall be decided by a court trial without a jury and that any party hereto may file an original counterpart or a copy of this Section with any court as written evidence of the consent of the other party or parties hereto to waiver of its or their right to trial by jury.

15.10. Exculpation of Related Parties. Notwithstanding anything to the contrary contained in this Agreement or in any of the documents executed pursuant to this Agreement (this Agreement and said documents being hereinafter collectively referred to as the “**Documents**”) or provided under or required by law, the Documents shall not be binding on the direct or indirect shareholders, directors, managers, beneficiaries, or any other equity holders of Seller or Buyer, or any of their respective employees, advisors, representatives or other agents or affiliates, but shall only be binding on Seller and Buyer and their respective assets, subject to the other limitations set forth herein.

15.11. Independent Counsel; Interpretation. Buyer and Seller each acknowledge that: (a) they have been represented by independent counsel in connection with this Agreement; (b) they have executed this Agreement with the advice of such counsel; and (c) this Agreement is the result of arms length negotiations between the parties hereto and the advice and assistance of their respective counsel. Notwithstanding any rule of law to the contrary: (i) the fact that this Agreement was prepared by Seller’s counsel as a matter of convenience shall have no import or significance, and any uncertainty or ambiguity in this Agreement shall not be construed against Seller because Seller’s counsel prepared this Agreement; and (ii) no deletions from prior drafts of this Agreement shall be construed to create the opposite intent of the deleted provisions.

15.12. No Waiver. No covenant, term or condition of this Agreement, other than as expressly set forth herein, shall be deemed to have been waived by Seller or Buyer unless such waiver is in writing and executed by Seller or Buyer, as the case may be.

15.13. Survival. The Obligations Surviving Termination shall survive any termination of this Agreement. Except as otherwise expressly provided herein, no conditions and no representations, warranties, covenants, agreements or other obligations of Seller in this Agreement shall survive the Closing and no action based thereon shall be commenced after the Closing.

15.14. Single Unified Transaction. Notwithstanding anything else set forth herein that might appear to be to the contrary, under no circumstances whatsoever may either Seller or Buyer compel the other to consummate the transactions described herein with respect to less than all of the Property. The parties mutually acknowledge and agree that this Agreement is not intended to have any conditions or other provisions that would permit either party to partially terminate this Agreement with respect to only part of the Property. Accordingly, either all of the Property or none of the Property must be transferred at the Closing.

15.15. No Partnership. Nothing contained herein shall be deemed or construed to constitute Buyer as a partner, joint venturer, coprincipal or associate of Seller, or of any person claiming by, through or under Seller, in the conduct of their respective businesses.

**SIGNATURE PAGE TO PURCHASE AGREEMENT**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the Effective Date.

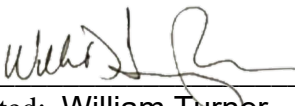
**BUYER:**

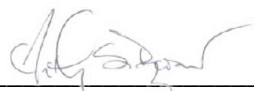
INDIANAPOLIS-MARION COUNTY PUBLIC LIBRARY, an Indiana municipal corporation

By: \_\_\_\_\_  
Printed: M. Jacquelyn Nytes  
Title: Chief Executive Office

**SELLER:**

THE METROPOLITAN SCHOOL DISTRICT OF WASHINGTON TOWNSHIP, an Indiana public school corporation, which is a subdivision of the State of Indiana

By:  \_\_\_\_\_  
Printed: William Turner  
Title: Board President

By:  \_\_\_\_\_  
Printed: Anthony Dzwonar  
Title: Board Secretary



INDIANAPOLIS-MARION COUNTY PUBLIC LIBRARY  
RESOLUTION 36 - 2020

AUTHORIZATION TO PURCHASE PROPERTY LOCATED AT 3660 EAST 62nd STREET FOR THE GLENDALE BRANCH REPLACEMENT PROJECT  
AUGUST 24, 2020  
EXHIBIT B

**EXHIBIT A**

**DEPICTION OF PROPERTY**

**EXHIBIT B**

**FORM OF DEED**

**LIMITED WARRANTY DEED**

THIS INDENTURE WITNESSETH that \_\_\_\_\_ (“**Grantor**”), for and in consideration of TEN AND 00/100 DOLLARS and other good and valuable consideration, hereby **BARGAINS, SELLS** and **TRANSFERS** to \_\_\_\_\_ (“**Grantee**”), the following described real estate located in \_\_\_\_\_ County, Indiana (the “**Real Estate**”):

[INSERT LEGAL DESCRIPTION]

Subject to (1) all real estate taxes and assessments due and payable after the date hereof, which Grantee by its acceptance hereof agrees to pay, (2) all easements, covenants, conditions, restrictions and other matters of record, (3) all matters that would be disclosed by an accurate survey and inspection of the Real Estate, and (4) all existing laws and other governmental requirements. Except for matters set forth above, Grantor covenants with Grantee to warrant and defend title to the Real Estate against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

IN WITNESS WHEREOF, Grantor has executed this Limited Warranty Deed as of the date of notarization below, to be effective as of \_\_\_\_\_, 2020.

**GRANTOR:**

\_\_\_\_\_

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

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

) SS:

COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, by me known and by me known to be the \_\_\_\_\_ of \_\_\_\_\_, a[n] \_\_\_\_\_, who acknowledged execution of the foregoing Limited Warranty Deed for and on behalf of such \_\_\_\_\_.

Witness my hand and Notarial Seal this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

My County of Residence: \_\_\_\_\_

My Commission Number: \_\_\_\_\_





## Board Action Request

8c

**To:** IndyPL Board

**Meeting Date:** August 24, 2020

**From:** Facilities Committee

**Approved by**  
**The Library Board:**  
**Effective Date:**

**Subject:** **Resolution 37-2020**  
**Approval to Award an Equipment Purchase Order for the Lawrence Branch**  
**Marketplace Mobile Shelving Units**

### **Recommendation:**

IndyPL Facilities Committee recommends Board approval for the attached action (Resolution 37-2020) to award an equipment purchase order to Soudan Metals Co., Inc. for the Lawrence Branch Project Marketplace Mobile Shelving Units for the total cost of \$53,492.52.

### **Background:**

The Invitation to Quote (“ITQ”) for the shelving was issued on December 5, 2019, and was subsequently awarded to OfficeWorks with Resolution 4-2020. During the submittal process a significant scope-gap was uncovered where the thirty-eight (38) double-sided mobile shelving units were not included in the quote.

To ensure all the shelving in the Lawrence Branch is by the same manufacturer and with the same finish, we approached the manufacturer Soudan Metals directly for a materials quote. OfficeWorks will receive and install the shelving at no additional cost.

### **Strategic/Fiscal Impact:**

The purchase of the equipment will be funded by the Series 2019 Bond Fund (Fund 481.)



## Board Resolution

8c

### INDIANAPOLIS-MARION COUNTY PUBLIC LIBRARY

#### RESOLUTION 37-2020

#### APPROVAL TO AWARD AN EQUIPMENT PURCHASE ORDER FOR THE LAWRENCE BRANCH MARKETPLACE MOBILE SHELVING UNITS

**AUGUST 24, 2020**

**WHEREAS**, the Indianapolis-Marion County Public Library (“IndyPL”) continues to implement facility upgrade projects in support of the Strategic Plan of IndyPL; and

**WHEREAS**, IndyPL and the architect, Rowland Design, have prepared specifications for the equipment required for the Lawrence Branch Project; and

**WHEREAS**, during construction a significant scope-gap was uncovered where the thirty-eight (38) double-sided mobile shelving units were not included in the previously awarded contract for the shelving; and

**WHEREAS**, to ensure all the shelving in the Branch is by the same manufacturer and with the same finish, the manufacturer Soudan Metals, Co., Inc. was directly approached for a materials quote; and

**WHEREAS**, based on the review of the requested quote, IndyPL and the architect recommend IndyPL award the purchase order to **Soudan Metals, Co., Inc.** for a total cost of Fifty-Three Thousand Four Hundred Ninety-Two Dollars and Fifty-Two Cents (\$53,492.52).

**IT IS THEREFORE RESOLVED** the Equipment Purchase Order for the Lawrence Branch Marketplace Mobile Shelving Units is approved and authorizes the Chief Executive Officer (“CEO”) to execute a purchase order with **Soudan Metals, Co., Inc.** to acquire the specified equipment.



## Board Briefing Report

10

**To:** IndyPL Board **Meeting Date:** 08/24/2020  
**From:** The Indianapolis Public Library Foundation  
**Subject:** August 2020 Update

**Background:** Every month, the Library Foundation provides an update to the Library Board.

### News

We are having a virtual silent auction from August 21-31. We invite you to bid and share with your network. You can view the site and sign up for an account at <https://circulate.givesmart.com>.

We reviewed program statuses for 2020 CAPs. Since many originally planned programs are unable to proceed because the Library is not holding in-person programming, programming staff and the Foundation created an interim program cycle. This gave Library staff an opportunity to create new programs to address current times. We received 14 new requests totaling \$31,000. We committed to funding all of them. Examples of larger initiatives include: Eiteljorg Cataloging, CBLC Poet Laureate program, Staff Diversity Training and Teen Art Club. We are working with staff on additional requests.

We have begun developing our 2021-2023 strategic plan. The participation of T.D Robinson, Jackie Nytes and Garrett Mason will help ensure our plan aligns with the Library's. The finished plan will be voted on during our February 2021 Board meeting.

We welcomed two new Directors to our Board: Michael Burley and Chris Mennel. We also adopted a new slate of officers: Drew Soshnick, Chair; Jessica Barth, Vice Chair; Angela Mager, Secretary; Jason Dudich, Treasurer and Diane Herndon Borgmann, Immediate Past Chair.

Congratulations to the IndyPL staff on running successful youth and adult summer reading programs during this challenging year. We are proud to support these efforts.

### Donors

The Foundation thanks 140 donors who made gifts last month. The following are our top corporate and foundation contributors. If you should have an opportunity to thank these donors, we would be grateful.

Arthur Jordan Foundation  
Central Indiana Community Foundation  
Downtown Optimist Foundation  
Lilly Endowment Inc.  
RJE Business Interiors  
The Eugene and Marilyn Glick Family Foundation

### **Program Support**

This month, we are proud to provide funding for the following Library programs. All programs are system-wide unless otherwise noted.

### **Children's Programs**

STEAM Preschool Storytime  
Virtual Programming Equipment  
Preschool Packaged Programs  
On the Road to Reading

### **Cultural**

Art for Families  
IYG Pop Up Library  
Curveside Ride (CEN)  
Virtual Sip and Paint  
Arts and Crafts Take Home Kits  
Big Read/Community Read  
LGBTQ+ Oral History Project

### **Collections/IT**

Digital Encyclopedia of Indianapolis  
Racial Equity Materials  
Marion County Internet Library

### **Lifelong Learning**

Simple and Affordable Plant Based Cooking (CEN)  
Macramé Class  
Art of Protest  
World Language Computer Classes

### **General Library Support**

Staff Diversity Training





## Board Action Request

11a1

**To:** IMCPL Board **Meeting Date:** August 24, 2020

**From:** M. Jacqueline Nytes, CEO **Approved by the Library Board:**

**Effective Date:** August 24, 2020

**Subject:** Finances, Personnel and Travel Resolution 38-2020

**Recommendation:** Approve Finances, Personnel and Travel Resolution 38-2020

**Background:** The Finances, Personnel and Travel Resolution 38-2020 is a routine procedural action that appoints new salaried hires, approves new hourly hires, compensation changes, resignations, and travel and financial-related claims and warrants.

**Strategic/Fiscal Impact:** The financial impact has already been accounted for in the budget for 2020.

**INDIANAPOLIS-MARION COUNTY PUBLIC LIBRARY**  
**RESOLUTION REGARDING FINANCES, PERSONNEL AND TRAVEL**

**RESOLUTION 38 - 2020**

WHEREAS, the Chief Executive Officer of the Library and the Treasurer of the Library do hereby jointly certify to the Board that the following claims have been allowed and said warrants issued during the month of July 2020 pursuant to the Annual Resolution.

THEREFORE, BE IT RESOLVED, that the Board has considered and now confirms these acts lawfully taken by the Chief Executive Officer and the Treasurer as lawful acts on behalf of the Library.

Warrant numbers **73198** through **73335** for a total of  
**\$1,215,412.21** were issued from the operating bank accounts.

EFT numbers **1371** through **1382** and  
**302979** through **303019** and  
**303021** through **303046** and  
**303048** through **303077** and  
**303079** through **303113** for a total of  
**\$1,742,357.09** were issued from the operating bank accounts.

Warrant number **827** through **829** for a total of  
**\$59.99** was issued from the fines bank account.

Warrant numbers **7684** through **7701** and  
**73252** through **73257** for a total of  
**\$136,970.34** were issued from the gift bank account.

EFT numbers **303020** and  
**303047** and  
**303078** and  
**303114** through **303115** for a total of  
**\$47,783.00** were issued from the gift bank account.

Warrant numbers **269003** through **269012** for a total of

**\$3,779.58** were issued for employee payroll

Direct deposits numbers **280001** through **280537** and  
**300001** through **300533** for a total of

**\$1,008,162.62** were issued for employee payroll

Electronic transfers for payment of taxes and garnishments for a total of

**\$382,221.83** were issued for employee payroll

AND WHEREAS, the Chief Executive Officer of the Library and the Treasurer of the Library do hereby jointly certify to the Board that the following personnel actions have been taken pursuant to the Annual Resolution.

THEREFORE, BE IT FURTHER RESOLVED, that the Board has considered and now confirms these acts lawfully taken by the Chief Executive Officer of the Library and the Treasurer of the Library as lawful acts on behalf of the Library.

AND WHEREAS, the Chief Executive Officer of the Library does hereby certify that the attached schedule of travel and training has been authorized and is within the appropriations previously approved by the Board.

THEREFORE, BE IT FURTHER RESOLVED, that the Board has considered and now confirms these acts lawfully taken by the Chief Executive Officer of the Library and the Treasurer of the Library as lawful acts on behalf of the Library.

\_\_\_\_\_  
Raymond J. Biederman

\_\_\_\_\_  
Patricia A. Payne

\_\_\_\_\_  
Curtis W. Bigsbee

\_\_\_\_\_  
Rev. T.D. Robinson

\_\_\_\_\_  
Dr. Terri Jett

\_\_\_\_\_  
Judge Jose D. Salinas

I have examined the within claims and certify they are accurate:

\_\_\_\_\_  
Dr. Khaula Murtadha

\_\_\_\_\_  
Ijeoma Dike-Young  
Treasurer of the Library Board

**INDIANAPOLIS-MARION COUNTY PUBLIC LIBRARY**  
**BANK REGISTER**  
**OPERATING ACCOUNTS**

<b>No.</b>	<b>Type</b>	<b>Date</b>	<b>Reference</b>	<b>Amount</b>
1371	EFT	07/02/2020	MEREDITH HERSHBERGER	214.00
1372	EFT	07/08/2020	HAYLEY SHELTON	2,485.20
1373	EFT	07/03/2020	U.S. POSTAL SERVICE	2,000.00
1374	EFT	07/09/2020	FIDELITY INVESTMENTS	5,608.58
1375	EFT	07/09/2020	AMERICAN UNITED LIFE INSURANCE CO	3,765.69
1376	EFT	07/13/2020	PUBLIC EMPLOYEES' RETIREMENT FUND OF INDIANA	102,555.41
1377	EFT	07/13/2020	PUBLIC EMPLOYEES' RETIREMENT FUND OF INDIANA	85.33
1378	EFT	07/17/2020	ADP, INC.	5,714.92
1379	EFT	07/17/2020	ADP, INC.	951.00
1380	EFT	07/20/2020	INDIANA DEPARTMENT OF REVENUE	189.92
1381	EFT	07/23/2020	FIDELITY INVESTMENTS	5,608.58
1382	EFT	07/23/2020	AMERICAN UNITED LIFE INSURANCE CO	3,765.69
73198	CHECK	07/02/2020	ALLYSON HORTON	100.00
73199	CHECK	07/02/2020	BARDACH AWARDS	745.80
73200	CHECK	07/02/2020	BLACKMORE & BUCKNER ROOFING	708.80
73201	CHECK	07/02/2020	BUSINESS FURNITURE CORPORATION	11,175.80
73202	CHECK	07/02/2020	CITIZENS ENERGY GROUP	1,308.27
73203	CHECK	07/02/2020	DACO GLASS & GLAZING INC	360.00
73204	CHECK	07/02/2020	GALE GROUP THE	643.30
73205	CHECK	07/02/2020	INDIANA NEWSPAPERS, INC.	8,950.59
73206	CHECK	07/02/2020	INNOVATIVE INTERFACES INCORPORATED	27,058.00
73207	CHECK	07/02/2020	INSIGHT PUBLIC SECTOR, INC	44,064.44
73208	CHECK	07/02/2020	KANOPY LLC	50,000.00
73209	CHECK	07/02/2020	PITNEY BOWES, INC.	448.50
73210	CHECK	07/02/2020	TRACY HARRIS	85.60
73211	CHECK	07/09/2020	1-800MD, LLC	920.50
73212	CHECK	07/09/2020	AFSCME COUNCIL IKOC 962	1,727.89
73213	CHECK	07/09/2020	ALLEN IRRIGATION COMPANY, INC.	518.00
73214	CHECK	07/09/2020	AMERICAN UNITED LIFE INSURANCE CO	1,585.56
73215	CHECK	07/09/2020	AMERICAN UNITED LIFE INSURANCE CO	3,322.87
73216	CHECK	07/09/2020	ANTHEM INSURANCE COMPANIES, INC	310,500.00
73217	CHECK	07/09/2020	ANTHONY RADFORD	94.13
73218	CHECK	07/09/2020	ASI SIGNAGE INNOVATIONS	6,766.00
73219	CHECK	07/09/2020	ATC GROUP SERVICES, LLC	5,373.50
73220	CHECK	07/09/2020	BEECH GROVE SEWAGE WORKS	167.28
73221	CHECK	07/09/2020	CENTRAL INDIANA HARDWARE	19.75
73222	CHECK	07/09/2020	CITIZENS ENERGY GROUP	2,415.53
73223	CHECK	07/09/2020	COMMERCIAL OFFICE ENVIRONMENTS INC	145.00
73224	CHECK	07/09/2020	DACO GLASS & GLAZING INC	600.00
73225	CHECK	07/09/2020	EDIBLE INDY	64.00
73226	CHECK	07/09/2020	EDWARD GEORGE & ASSOCIATES, LLC	5,070.00
73227	CHECK	07/09/2020	GALE GROUP THE	1,007.95
73228	CHECK	07/09/2020	GUARDIAN	16,628.73
73229	CHECK	07/09/2020	IMAGE 360 INDIANAPOLIS NORTHWEST	14,014.50
73230	CHECK	07/09/2020	INDIANAPOLIS FLEET SERVICES	475.02
73231	CHECK	07/09/2020	INDIANAPOLIS POWER & LIGHT COMPANY	59,711.02
73232	CHECK	07/09/2020	JOSEPH WALING	50.00
73233	CHECK	07/09/2020	KI	5,783.66
73234	CHECK	07/09/2020	LABEL SOLUTIONS, LLC	833.60
73235	CHECK	07/09/2020	LEGALSHIELD	313.25
73236	CHECK	07/09/2020	LEHMAN'S INC. OF ANDERSON	443.00
73237	CHECK	07/09/2020	LIBRARY FURNITURE INTERNATIONAL, INC	19,113.00
73238	CHECK	07/09/2020	MACDOUGALL PIERCE CONSTRUCTION	116,135.29
73239	CHECK	07/09/2020	I-MCPL - MACDOUGALL PIERCE - RETAINAGE	12,903.93
73240	CHECK	07/09/2020	MIDWEST ASSOCIATES OF INDIANAPOLIS, LLC	2,000.00
73241	CHECK	07/09/2020	OFFICEWORKS	92,597.07
73242	CHECK	07/09/2020	PEAK-RYZEK, INC.	573.99
73243	CHECK	07/09/2020	PLEWS SHADLEY RACHER & BRAUN LLP	674.00
73244	CHECK	07/09/2020	POMP'S TIRE SERVICE	265.01

<b>No.</b>	<b>Type</b>	<b>Date</b>	<b>Reference</b>	<b>Amount</b>
73245	CHECK	07/09/2020	REPROGRAPHIX, INC	2,983.00
73246	CHECK	07/09/2020	ROWLAND DESIGN, INC.	1,329.33
73247	CHECK	07/09/2020	SOLAR CONCEPTS INC	250.00
73248	CHECK	07/09/2020	THE INDIANAPOLIS PUBLIC LIBRARY FOUNDATION	1,317.51
73249	CHECK	07/09/2020	UNIFORM HOUSE INC. THE	538.73
73250	CHECK	07/09/2020	UNITED NATIONS PUBLICATIONS	62.50
73251	CHECK	07/09/2020	UNITED PARCEL SERVICE	50.88
73252	CHECK	07/09/2020	WARSAW ENGINEERING & FABRICATING INC.	7,500.00
73253	CHECK	07/16/2020	AIR WORX	615.63
73254	CHECK	07/16/2020	ASI SIGNAGE INNOVATIONS	370.00
73255	CHECK	07/16/2020	BLACKMORE & BUCKNER ROOFING	505.04
73256	CHECK	07/16/2020	BOWEN TECHNOVATION	259.15
73257	CHECK	07/16/2020	CLARK, QUINN, MOSES, SCOTT & GRAHN, LLP	22,252.50
73258	CHECK	07/16/2020	DACO GLASS & GLAZING INC	2,250.94
73259	CHECK	07/16/2020	FINELINE LAMINATES, INC.	34,859.62
73260	CHECK	07/16/2020	FOUNTAIN BLOCK DEVELOPMENT L.P.	1,654.33
73261	CHECK	07/16/2020	ILEA INDIANA	698.00
73262	CHECK	07/16/2020	INDIANA NEWSPAPERS, INC.	612.63
73263	CHECK	07/16/2020	JOHN MATTHEW JAVIT	60.00
73264	CHECK	07/16/2020	LEGAL DIRECTORIES PUBLISHING COMPANY, INC	574.00
73265	CHECK	07/16/2020	LIBRARY IDEAS	6,792.56
73266	CHECK	07/16/2020	NRP DIRECT	325.25
73267	CHECK	07/16/2020	OCLC INC	607.98
73268	CHECK	07/16/2020	PRESIDIO NETWORKS SOLUTIONS GROUP, LLC	16,482.63
73269	CHECK	07/16/2020	LIST PARTNERS, LLC	5,157.00
73270	CHECK	07/23/2020	ADP, INC.	2,088.45
73271	CHECK	07/23/2020	ADTEC	630.00
73272	CHECK	07/23/2020	AT&T	2,024.23
73273	CHECK	07/23/2020	AT&T	1,506.23
73274	CHECK	07/23/2020	AT&T	354.24
73275	CHECK	07/23/2020	AT&T	1,903.80
73276	CHECK	07/23/2020	BIBLIOTHECA	9,298.80
73277	CHECK	07/23/2020	BRIGHT HOUSE NETWORKS	89.99
73278	CHECK	07/23/2020	CITIZENS ENERGY GROUP	8,022.18
73279	CHECK	07/23/2020	CLIFFS CONSTRUCTION	4,250.00
73280	CHECK	07/23/2020	COMMUNITY OCCUPATIONAL HEALTH SERVICES	1,600.00
73281	CHECK	07/23/2020	DACO GLASS & GLAZING INC	750.00
73282	CHECK	07/23/2020	DYNAMARK GRAPHICS GROUP	135.00
73283	CHECK	07/23/2020	FACILITY COMMISSIONING GROUP, INC	2,512.50
73284	CHECK	07/23/2020	GREEN PLAQUE, LLC	1,143.00
73285	CHECK	07/23/2020	IBJ MEDIA	2,800.00
73286	CHECK	07/23/2020	INDIANA DEPT OF WORKFORCE DEVELOP.	6,027.72
73287	CHECK	07/23/2020	GREATER INDIANAPOLIS PROGRESS COMMITTEE	1,000.00
73288	CHECK	07/23/2020	KI	13,320.00
73289	CHECK	07/23/2020	LUNA LANGUAGE SERVICES	1,583.04
73290	CHECK	07/23/2020	MARGARET WARD	60.96
73291	CHECK	07/23/2020	MARSHALL & SWIFT/BOECKH, LLC	656.20
73292	CHECK	07/23/2020	MELINDA MULLICAN	64.96
73293	CHECK	07/23/2020	MICHAEL A. REUTER CONSULTING SERVICES, INC.	700.00
73294	CHECK	07/23/2020	MIDWEST COLLABORATIVE FOR LIBRARY SRVCS	250.00
73295	CHECK	07/23/2020	MUNICIPAL CODE CORPORATION	390.00
73296	CHECK	07/23/2020	OCLC INC	9,789.43
73297	CHECK	07/23/2020	PAYPAL	54.10
73298	CHECK	07/23/2020	REPUBLIC WASTE SERVICES	8,023.77
73299	CHECK	07/23/2020	RFS GROUP LLC	359.80
73300	CHECK	07/23/2020	SHOWCASES	82.21
73301	CHECK	07/23/2020	SPRINT PCS	4,066.19
73302	CHECK	07/23/2020	THE HARMON HOUSE L.L.C.	875.00
73303	CHECK	07/23/2020	TOM WOOD FORD, INC	41,745.00
73304	CHECK	07/23/2020	JOHNSON CONTROLS FIRE PROTECTION, LP	855.00
73305	CHECK	07/30/2020	ALLEN IRRIGATION COMPANY, INC.	915.00
73306	CHECK	07/30/2020	ARAB TERMITE AND PEST CONTROL INC	171.00
73307	CHECK	07/30/2020	AT&T MOBILITY	666.34

<b>No.</b>	<b>Type</b>	<b>Date</b>	<b>Reference</b>	<b>Amount</b>
73308	CHECK	07/30/2020	BLACKMORE & BUCKNER ROOFING	1,119.44
73309	CHECK	07/30/2020	CENTRAL TECHNOLOGY INC	15,930.00
73310	CHECK	07/30/2020	CHAIN STORE GUIDES, LLC	386.00
73311	CHECK	07/30/2020	CITIZENS ENERGY GROUP	1,926.13
73312	CHECK	07/30/2020	CONSTELLATION NEWENERGY - GAS DIVISION, LLC	485.68
73313	CHECK	07/30/2020	DACO GLASS & GLAZING INC	1,230.54
73314	CHECK	07/30/2020	DYNAMARK GRAPHICS GROUP	1,984.42
73315	CHECK	07/30/2020	EDWARD GEORGE & ASSOCIATES, LLC	990.00
73316	CHECK	07/30/2020	FOUNTAIN BLOCK DEVELOPMENT L.P.	2,563.88
73317	CHECK	07/30/2020	FULLER ENGINEERING CO., LLC	114.00
73318	CHECK	07/30/2020	FULLER ENGINEERING CO., LLC	114.00
73319	CHECK	07/30/2020	GALE GROUP THE	324.90
73320	CHECK	07/30/2020	GLENDALE TOWN CENTER	25,895.83
73321	CHECK	07/30/2020	GORDON PLUMBING, INC.	13,448.75
73322	CHECK	07/30/2020	GREY HOUSE PUBLISHING	280.00
73323	CHECK	07/30/2020	GREY HOUSE PUBLISHING	350.80
73324	CHECK	07/30/2020	HORNING ROOFING & SHEET METAL	429.64
73325	CHECK	07/30/2020	IMAGE 360 INDIANAPOLIS NORTHWEST	75.00
73326	CHECK	07/30/2020	INDIANA NEWSPAPERS, INC.	2,335.47
73327	CHECK	07/30/2020	LSC (PETTY CASH)	73.49
73328	CHECK	07/30/2020	MIDWEST REMEDIATION, INC.	10,657.91
73329	CHECK	07/30/2020	NRP DIRECT	298.65
73330	CHECK	07/30/2020	PFM TRUCK CARE CENTER	2,855.57
73331	CHECK	07/30/2020	POMP'S TIRE SERVICE	265.01
73332	CHECK	07/30/2020	IMCPL - POWERS & SONS - RETAINAGE	47,018.90
73333	CHECK	07/30/2020	R AND B ARCHITECTS LLC	15,951.89
73334	CHECK	07/30/2020	THE HARMON HOUSE L.L.C.	820.00
73335	CHECK	07/30/2020	UNITED PARCEL SERVICE	150.83
302979	EFT	07/02/2020	A.M. BEST COMPANY, INC	2,084.00
302980	EFT	07/02/2020	BAKER & TAYLOR	981.11
302981	EFT	07/02/2020	BAKER & TAYLOR	138.22
302982	EFT	07/02/2020	BAKER & TAYLOR	4,116.45
302983	EFT	07/02/2020	DEMCO, INC.	7,380.59
302984	EFT	07/02/2020	FLEET CARE, INC.	348.28
302985	EFT	07/02/2020	MARK'S VACUUM & JANITORIAL SUPPLIES	47.40
302986	EFT	07/02/2020	MIDWEST TAPE, LLC	21,713.57
302987	EFT	07/02/2020	OVERDRIVE INC	25,766.95
302988	EFT	07/02/2020	PERFECTION GROUP, INC.	20,149.54
302989	EFT	07/02/2020	RECORDED BOOKS	4,024.54
302990	EFT	07/02/2020	RICHARD LOPEZ ELECTRICAL, LLC	11,878.00
302991	EFT	07/02/2020	RYAN FIRE PROTECTION, INC	2,003.00
302992	EFT	07/02/2020	STENZ MANAGEMENT COMPANY, INC	7,953.88
302993	EFT	07/02/2020	THOMSON REUTERS-WEST PUBLISHING CORPORATION	5,293.50
302994	EFT	07/02/2020	ULINE	82.08
302995	EFT	07/02/2020	VALUE LINE PUBLISHING INC.	4,237.00
302996	EFT	07/09/2020	ABELL ELEVATOR SERVICE CO	10,242.75
302997	EFT	07/09/2020	BAKER & TAYLOR	25,883.47
302998	EFT	07/09/2020	BAKER & TAYLOR	39,400.69
302999	EFT	07/09/2020	BAKER & TAYLOR AXIS 360 E-BOOKS	14,378.60
303000	EFT	07/09/2020	BRODART COMPANY CONTINUATIONS	202.95
303001	EFT	07/09/2020	DANCORP INC. DBA DANCO	300.00
303002	EFT	07/09/2020	DELTA DENTAL	11,855.37
303003	EFT	07/09/2020	DENISON PARKING	9,940.95
303004	EFT	07/09/2020	G4S SECURE SOLUTIONS (USA) INC.	38,184.54
303005	EFT	07/09/2020	INDIANA PLUMBING AND DRAIN LLC	978.50
303006	EFT	07/09/2020	JCOS, INC.	23,980.45
303007	EFT	07/09/2020	KLINES QUALITY WATER, INC	32.75
303008	EFT	07/09/2020	MARK'S VACUUM & JANITORIAL SUPPLIES	1,832.00
303009	EFT	07/09/2020	MIDWEST TAPE - AUDIOBOOKS ONLY	295.90
303010	EFT	07/09/2020	MIDWEST TAPE - PROCESSED DVDS	112.63
303011	EFT	07/09/2020	MIDWEST TAPE PROCESSED AND CATALOGED ACCOUNT	592.17
303012	EFT	07/09/2020	MIDWEST TAPE, LLC	29.98
303013	EFT	07/09/2020	OVERDRIVE INC	25,065.85

<b>No.</b>	<b>Type</b>	<b>Date</b>	<b>Reference</b>	<b>Amount</b>
303014	EFT	07/09/2020	PERFECTION GROUP, INC.	3,611.25
303015	EFT	07/09/2020	RICHARD LOPEZ ELECTRICAL, LLC	6,880.00
303016	EFT	07/09/2020	RICOH USA, INC. - 12882	4,699.42
303017	EFT	07/09/2020	RYAN FIRE PROTECTION, INC	1,245.20
303018	EFT	07/09/2020	STUART'S HOUSEHOLD FURNITURE MOVING & STORAGE	5,700.03
303019	EFT	07/09/2020	ULINE	82.08
303021	EFT	07/16/2020	ABELL ELEVATOR SERVICE CO	1,837.50
303022	EFT	07/16/2020	BAKER & TAYLOR	12,258.55
303023	EFT	07/16/2020	BAKER & TAYLOR	6,162.09
303024	EFT	07/16/2020	BAKER & TAYLOR	8,868.31
303025	EFT	07/16/2020	BAKER & TAYLOR	19,386.73
303026	EFT	07/16/2020	BAKER & TAYLOR AXIS 360 E-BOOKS	2,277.23
303027	EFT	07/16/2020	CENTRAL SECURITY & COMMUNICATIONS	282.00
303028	EFT	07/16/2020	DEMCO, INC.	3,602.45
303029	EFT	07/16/2020	G4S SECURE SOLUTIONS (USA) INC.	2,306.99
303030	EFT	07/16/2020	INDIANA PLUMBING AND DRAIN LLC	746.75
303031	EFT	07/16/2020	INGRAM LIBRARY SERVICES	8,259.61
303032	EFT	07/16/2020	J&G CARPET PLUS	475.00
303033	EFT	07/16/2020	KLINES QUALITY WATER, INC	28.85
303034	EFT	07/16/2020	MIDWEST TAPE - AUDIOBOOKS ONLY	977.43
303035	EFT	07/16/2020	MIDWEST TAPE - PROCESSED DVDS	3,189.22
303036	EFT	07/16/2020	MIDWEST TAPE FICTION CAT/PROC REPL ACCOUNT	4,063.47
303037	EFT	07/16/2020	MIDWEST TAPE PROCESSED AND CATALOGED ACCOUNT	2,336.70
303038	EFT	07/16/2020	MIDWEST TAPE, LLC	52,556.13
303039	EFT	07/16/2020	OVERDRIVE INC	26,818.35
303040	EFT	07/16/2020	PERFECTION GROUP, INC.	985.67
303041	EFT	07/16/2020	RECORD AUTOMATIC DOORS, INC	327.50
303042	EFT	07/16/2020	STENZ CONSTRUCTION CORPORATION	25,620.03
303043	EFT	07/16/2020	STENZ MANAGEMENT COMPANY, INC	8,135.66
303044	EFT	07/16/2020	STUART'S HOUSEHOLD FURNITURE MOVING & STORAGE	5,591.90
303045	EFT	07/16/2020	THOMSON REUTERS-WEST PUBLISHING CORPORATION	10,587.00
303046	EFT	07/16/2020	VALUE LINE PUBLISHING INC.	4,283.00
303048	EFT	07/23/2020	ACORN DISTRIBUTORS, INC	2,875.26
303049	EFT	07/23/2020	BAKER & TAYLOR	8,911.56
303050	EFT	07/23/2020	BAKER & TAYLOR	5,191.96
303051	EFT	07/23/2020	BAKER & TAYLOR AXIS 360 E-BOOKS	1,117.07
303052	EFT	07/23/2020	BRODART COMPANY	107.60
303053	EFT	07/23/2020	CDW GOVERNMENT, INC.	1,897.30
303054	EFT	07/23/2020	CITIZENS THERMAL ENERGY	74,806.57
303055	EFT	07/23/2020	DANCORP INC. DBA DANCO	1,000.00
303056	EFT	07/23/2020	FULLER ENGINEERING CO., LLC	3,540.00
303057	EFT	07/23/2020	G4S SECURE SOLUTIONS (USA) INC.	37,826.89
303058	EFT	07/23/2020	INDIANA PLUMBING AND DRAIN LLC	1,383.75
303059	EFT	07/23/2020	INDIANAPOLIS ARMORED CAR, INC	307.00
303060	EFT	07/23/2020	J&G CARPET PLUS	325.00
303061	EFT	07/23/2020	JCOS, INC.	27,495.65
303062	EFT	07/23/2020	LEVEL (3) COMMUNICATIONS, LLC	3,241.96
303063	EFT	07/23/2020	LOGICALIS, INC	80,796.86
303064	EFT	07/23/2020	MARK'S VACUUM & JANITORIAL SUPPLIES	371.00
303065	EFT	07/23/2020	MICHAEL R. TWYMAN	3,333.33
303066	EFT	07/23/2020	MIDWEST TAPE FICTION CAT/PROC REPL ACCOUNT	296.70
303067	EFT	07/23/2020	MIDWEST TAPE NON PROCESSED	93.14
303068	EFT	07/23/2020	MIDWEST TAPE PROCESSED AND CATALOGED ACCOUNT	3,292.31
303069	EFT	07/23/2020	MIDWEST TAPE, LLC	7,294.59
303070	EFT	7/23/2020	MOORE INFORMATION SERVICES, INC	42.50
303071	EFT	7/23/2020	OFFICE360	441.00
303072	EFT	7/23/2020	OVERDRIVE INC	21,481.64
303073	EFT	7/23/2020	PERFECTION GROUP, INC.	30,023.31
303074	EFT	7/23/2020	RICOH USA, INC. - 12882	10,435.94
303075	EFT	7/23/2020	STAPLES	10,781.67
303076	EFT	7/23/2020	TITAN ASSOCIATES	67,111.88
303077	EFT	7/23/2020	ULINE	53.95
303079	EFT	7/30/2020	ACORN DISTRIBUTORS, INC	2,351.45

<b>No.</b>	<b>Type</b>	<b>Date</b>	<b>Reference</b>	<b>Amount</b>
303080	EFT	7/30/2020	BAKER & TAYLOR	6,047.91
303081	EFT	7/30/2020	BAKER & TAYLOR	7,361.00
303082	EFT	7/30/2020	BAKER & TAYLOR	10.61
303083	EFT	7/30/2020	BAKER & TAYLOR	11,484.59
303084	EFT	7/30/2020	BAKER & TAYLOR	29,899.85
303085	EFT	7/30/2020	BAKER & TAYLOR AXIS 360 E-BOOKS	6,288.14
303086	EFT	7/30/2020	COMMERCIAL SEWER CLEANING	1,110.00
303087	EFT	7/30/2020	DENISON PARKING	5,670.36
303088	EFT	7/30/2020	FINELINE PRINTING GROUP	1,827.00
303089	EFT	7/30/2020	FLEET CARE, INC.	472.15
303090	EFT	7/30/2020	G4S SECURE SOLUTIONS (USA) INC.	778.82
303091	EFT	7/30/2020	INDIANA PLUMBING AND DRAIN LLC	595.75
303092	EFT	7/30/2020	INDIANAPOLIS RECORDER	78
303093	EFT	7/30/2020	IRVINGTON PRESBYTERIAN CHURCH	937.5
303094	EFT	7/30/2020	JCOS, INC.	1,025.00
303095	EFT	7/30/2020	KLINES QUALITY WATER, INC	56.8
303096	EFT	7/30/2020	MARK'S VACUUM & JANITORIAL SUPPLIES	480
303097	EFT	7/30/2020	MIDWEST TAPE - AUDIOBOOKS ONLY	2,699.18
303098	EFT	7/30/2020	MIDWEST TAPE - PROCESSED DVDS	40,523.59
303099	EFT	7/30/2020	MIDWEST TAPE FICTION CAT/PROC REPL ACCOUNT	63.68
303100	EFT	7/30/2020	MIDWEST TAPE NON PROCESSED	69.56
303101	EFT	7/30/2020	MIDWEST TAPE PROCESSED AND CATALOGED ACCOUNT	31,026.76
303102	EFT	7/30/2020	MIDWEST TAPE, LLC	4,564.65
303103	EFT	7/30/2020	OVERDRIVE INC	31,667.70
303104	EFT	7/30/2020	PERFECTION GROUP, INC.	2,600.99
303105	EFT	7/30/2020	POWERS & SONS CONSTRUCTION	423,170.10
303106	EFT	7/30/2020	RECORD AUTOMATIC DOORS, INC	2,446.09
303107	EFT	7/30/2020	RECORDED BOOKS	307.88
303108	EFT	7/30/2020	RICHARD LOPEZ ELECTRICAL, LLC	16,332.19
303109	EFT	7/30/2020	RYAN FIRE PROTECTION, INC	847.5
303110	EFT	7/30/2020	STENZ MANAGEMENT COMPANY, INC	7,727.48
303111	EFT	7/30/2020	STUART'S HOUSEHOLD FURNITURE MOVING & STORAGE	1,608.40
303112	EFT	7/30/2020	THOMSON REUTERS-WEST PUBLISHING CORPORATION	5,293.50
303113	EFT	7/30/2020	ULINE	421.44
			<b>Total</b>	<u><u>2,957,769.30</u></u>

**Summary by Transaction Type:**

<b>Computer Check</b>	\$1,215,412.21
<b>EFT Check</b>	\$1,742,357.09
<b>Total Payments</b>	\$2,957,769.30
<b>Total Voided Items</b>	\$0.00

**INDIANAPOLIS-MARION COUNTY PUBLIC LIBRARY  
BANK REGISTER  
FINES ACCOUNT**

<b>No.</b>	<b>Type</b>	<b>Date</b>	<b>Reference</b>	<b>Amount</b>
827	CHECK	07/09/2020	ALLEN COUNTY PUBLIC LIBRARY	10.00
828	CHECK	07/09/2020	CARMEL CLAY PUBLIC LIBRARY	30.00
829	CHECK	07/30/2020	ELEANOR FOX	19.99
			<b>Total</b>	<u>\$ 59.99</u>

**Summary by Transaction Type:**

Computer Check	\$59.99
EFT Check	\$0.00
Total Payments	\$59.99
Total Voided Items	\$0.00



**INDIANAPOLIS-MARION COUNTY PUBLIC LIBRARY**  
**BANK REGISTER**  
**GIFT ACCOUNT**

<b>No.</b>	<b>Type</b>	<b>Date</b>	<b>Reference</b>	<b>Amount</b>
7684	CHECK	07/02/2020	CONTINENTAL BROADCAST GROUP, LLC	1,000.00
7685	CHECK	07/02/2020	MICHELLE SHARP	141.14
7686	CHECK	07/02/2020	RAYMOND GEDDES & COMPANY, INC.	2,563.20
7687	CHECK	07/09/2020	MARIANNE MCKENZIE	198.89
7688	CHECK	07/16/2020	ARTS FOR LEARNING INDIANA	160.00
7689	CHECK	07/16/2020	INDIANA UNIVERSITY RESEARCH	86,111.11
7690	CHECK	07/16/2020	JA BERG INC.	1,000.00
7691	CHECK	07/16/2020	JACKIE NYTES	306.56
7692	CHECK	07/16/2020	LSC (PETTY CASH)	106.31
7693	CHECK	07/16/2020	RADIO ONE OF INDIANA, L.P.	700.00
7694	CHECK	07/23/2020	ACS SIGNS	100.00
7695	CHECK	07/23/2020	CREATIVE AQUATIC SOLUTIONS, LLC	457.30
7696	CHECK	07/23/2020	JACQUELINE SWIHART	250.00
7697	CHECK	07/23/2020	LSC (PETTY CASH)	5.98
7698	CHECK	07/23/2020	MONTOYA BARKER	101.54
7699	CHECK	07/23/2020	THE INDIANAPOLIS PUBLIC LIBRARY FOUNDATION	9,600.00
7700	CHECK	07/30/2020	CROSSROADS DOCUMENT SERVICES	1,500.00
7701	CHECK	07/30/2020	SCHOLASTIC OPERATIONS GROUP, LLC	32,668.31
73252	VOID	07/16/2020	NOT USED	0.00
73253	VOID	07/16/2020	NOT USED	0.00
73254	VOID	07/16/2020	NOT USED	0.00
73255	VOID	07/16/2020	NOT USED	0.00
73256	VOID	07/16/2020	NOT USED	0.00
73257	VOID	07/16/2020	NOT USED	0.00
303020	EFT	07/09/2020	INGRAM LIBRARY SERVICES	427.35
303047	EFT	07/16/2020	INGRAM LIBRARY SERVICES	230.74
303078	EFT	07/23/2020	INGRAM LIBRARY SERVICES	11,005.84
303114	EFT	07/30/2020	BAKER & TAYLOR	32.32
303115	EFT	07/30/2020	INDPLS-MARION COUNTY PUBLIC LIBRARY	36,086.75
			<b>Total</b>	<b>184,753.34</b>

**Summary by Transaction Type:**

<b>Computer Check</b>	\$ 136,970.34
<b>EFT Check</b>	\$ 47,783.00
<b>Total Payments</b>	\$ 184,753.34
<b>Total Voided Items</b>	\$ -

**INDIANAPOLIS-MARION COUNTY PUBLIC LIBRARY**

**August 24, 2020**

**PERSONNEL ACTIONS**

**RESOLUTION 38 -2020**

**NEW HIRES:**

- Terri See, Page, College, \$10.00 per hour, Effective: July 31, 2020
- Tyrone Chandler, Hourly Public Services Specialist, Pike, \$17.36 per hour, Effective: August 3, 2020
- Megan Serrano, Computer Assistant I, Spades Park, \$15.02 per hour, Effective: August 17, 2020
- Skylah Mahoney, Page, Wayne, \$10.00 per hour, Effective: August 24, 2020

**INTERNAL CHANGES:**

- Melanie Hoffman from Library Assistant II, Pike to Library Assistant II, Eagle, No Change in Pay, Effective: July 19, 2020
- Thomas Childress from Public Services Associate II, West Indianapolis, \$17.36 per hour to Circulation Supervisor I, Eagle, \$20.06 per hour, Effective: August 2, 2020
- Paula Scheidler from Hourly Computer Assistant II, Wayne to Hourly Computer Assistant II (FTE)(19 hours), Wayne, No Change in Pay, Effective: July 22, 2020
- Sharon David from Hourly Library Assistant II (FTE)(8 hours), Franklin Road to Hourly Library Assistant II (FTE) (16 hours), Franklin Road, No Change in Pay, Effective: July 22, 2020
- Keith Harrison from Hourly Computer Assistant II, Central to Hourly Computer Assistant II (FTE)(19 hours), Central, No Change in Pay, Effective: July 22, 2020
- Neva Hoskin from Hourly Indy Library Store Online Bookseller, Support Programs and Volunteer Resources from Hourly Indy Library Store Online Bookseller (FTE)(10 hours), Support Programs and Volunteer Resources, No Change in Pay, Effective: July 24, 2020
- Raquel Aguliar from Computer Assistant II, College, \$15.02 per hour to Library Assistant II, Part-Time, College, \$13.97 per hour, Effective: August 2, 2020
- Lindsay Haddix from Public Services Librarian, Nora, \$22.21 per hour to Supervisor Librarian, Nora, \$23.18 per hour, Effective: August 2, 2020
- Janelle George from Venue Coordinator, Events, \$24.92 per hour to Interim Manager, Events, \$26.79 per hour, Effective: August 2, 2020
- Dawn Hawkins from Hourly Library Assistant II (SUB), Lawrence to Library Assistant II, Full-Time, Lawrence, No Change in Pay, Effective: August 30, 2020
- Bria Carter from Hourly Library Assistant II (SUB), Lawrence to Library Assistant II, Full-Time, Lawrence, No Change in Pay, Effective: August 16, 2020
- Rosa Mosely from Hourly Job Center Assistant, Pike, \$10.40 per hour to Processing Assistant, Part-Time, Processing, \$15.02 per hour, Effective: August 16, 2020
- Nicole Owen from Hourly Library Assistant II (FTE), Central, \$13.97 per hour to Computer Assistant II, Part-Time, West Indianapolis, \$15.02 per hour, Effective: August 2, 2020
- Meegan Ebacher from Hourly Public Services Associate I (SUB), Wayne, \$17.13 per hour to Public Services Associate II, Full-Time, West Indianapolis, \$17.36 per hour, Effective: August 16, 2020
- Magaly Coronado from Public Services Associate II (FTE), Wayne, \$17.36 per hour to Public Services Librarian, Lawrence, \$21.56 per hour, Effective: August 30, 2020
- Joy Toliver from Hourly Library Assistant II (SUB), Warren to Library Assistant II, Part-Time, Warren, No Change in Pay, Effective: August 16, 2020

- Victor Dominquez from Page, East 38<sup>th</sup>, \$10.00 per hour to Library Assistant II, Full-Time, East 38<sup>th</sup>, \$13.97 per hour, Effective: August 16, 2020

**RE-HIRES:**

- Masada Sparrow, Public Services Librarian, Brightwood, \$21.57 per hour, Effective: August 3, 2020
- Riley Feller, Hourly Events Assistant, Events, \$13.97 per hour, Effective: July 25, 2020

**SEPARATIONS:**

- Rhonda Skomp, Cataloging Assistant, Collection Management, 31 years and 11 months, Effective: July 24, 2020
- Norma Black, Page, Eagle, 24 years and 9 months, Effective: May 27, 2020
- Dennis Creek, Processing Assistant I, Processing, 13 years and 10 months, Effective: August 15, 2020
- Tom Probasco, Public Services Librarian, Central, 28 years and 1 months, Effective: August 1, 2020
- Susan Barhan, Public Services Librarian, Southport, 20 years and 11 months, Effective: August 1, 2020
- Halimat Ipesa-Balogun, Computer Assistant II, Spades Park, 2 years and 11 months, Effective: August 1, 2020
- Summit Pal, Page, College, 8 months, Effective: June 9, 2020
- Abby Brown, Program Specialist, Public Services, 9 years and 9 months, Effective: August 14, 2020
- Brigid Maguire, Page, Irvington, 3 years and 9 months, Effective: August 1, 2020
- Daniel Covarrubias, Page, Central, 1 year and 4 months, Effective: June 12, 2020
- Jenelle Erickson-Bejarano, Project and Grant Specialist, Public Services, 17 years and 11 months, Effective: August 6, 2020
- Katherine Matthias, Library Assistant II, Central Services, 4 years and 6 months, Effective: August 9, 2020
- Aimee Bittle, Public Services Librarian, Garfield Park, 17 years and 2 months, Effective: August 1, 2020
- Mackenzie Robinson, Page, West Indianapolis, 1 year, Effective: August 8, 2020
- Xolt-Xire Villanueva Rubi, Hourly Job Center Assistant, Pike, 10 years and 10 months, Effective: August 28, 2020

**INACTIVE:**

- Vicki Tillotson, Hourly Library Assistant II (FTE), East Washington, Inactive: August 2, 2020
- Meghan Koleszar, Page, Southport, Inactive: August 1, 2020
- Maeve Panich, Page, Pike, Inactive: August 16, 2020
- Saul Davison, Page, Garfield Park, Inactive: August 13, 2020
- Renee Kohlmeier, Page, Eagle, Inactive: August 13, 2020

**RE-ACTIVATE: (None Reported)**

**RECLASSIFICATION: (None Reported)**