



Library Board Meeting Agenda

Indianapolis-Marion County Public Library

**Notice Of The Regular Meeting
November 23, 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 19th Day Of November, 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.

Public comment can be made in-person at the Library Services Center or submitted in writing in advance at indypl.org/contact.

**JUDGE JOSE D. SALINAS
President of the Library Board**

-- Regular Meeting Agenda --

- 1. Call to Order**
- 2. Roll Call**

3. **Branch Manager's Report** – Jayne Walters, Manager, West Indianapolis 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/comment at 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, October 26, 2020** (enclosed)
 - b. **Executive Session, October 27, 2020** (enclosed)

COMMITTEE REPORTS

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

- a. **Report of the Treasurer – October 2020** (enclosed)
 - b. **Resolution 46 – 2020** (Approve the Execution of New Internet Contracts) (enclosed)

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

- a. **Resolution 47 – 2020** (Approving Policy Changes Eliminating "Per Day" Late Fines and Waiving Historical Fines and Policy 238 Personal Leave) (enclosed)
 - b. **Resolution 48 – 2020** (Annual Salary Resolution Adopting a Schedule of Pay Grades, Staff Positions and Benefits for Library Employees) (enclosed)

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

- a. **Resolution 49 – 2020** (Approval to Award a Purchase Order for the West Perry Branch Shelving Project) (enclosed)
- b. **Resolution 50 – 2020** (Approval to Award Fixtures, Furniture, and Equipment Purchase Orders for the West Perry Branch Project) (enclosed)
- c. **Resolution 51 – 2020** (Approval to Award a Services and Equipment Contract for the Central Library Garage Parking Access and Revenue Control System) (enclosed)
- d. **Resolution 52 – 2020** (Approval to Extend the Services Contract for Security and Alarm Response Services) (enclosed)
- e. **Resolution 53 – 2020** (Authorization to Purchase Approximately Two and Eighty-Three One-Hundredths (2.83) Acres of Property Located at the Northeast Corner of Melner Road and East 56th Street for the Fort Benjamin Harrison Branch Project) (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 (54 – 2020)

Enclosed.

b. Announcement of Awards Received by IndyPL:

1) Wellness Council of Indiana

2) American Heart Association

- c. **Resolution 55 – 2020** (Continuing Confirmation of COVID 19 Response and Operating Considerations) (enclosed)

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:

December, 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, December 14, 2020 will be a virtual meeting via Zoom at 6:30 p.m. Further details will be provided at a later date.

19. Other Business

20. Adjournment



West Indianapolis Branch Library



Who we are:

- (1) Librarian (Manager)
- (1) Circulation Supervisor (hiring)
- (1) Library Assistant II
- (1) Juv Public Service Associate
- (1) 1/2 time Computer Lab Assistant
- (1) 1/2 Library Assistant II (FSQ Staff)
- (1) Computer Lab Assistant (FSQ Staff)

Numbers in dashboard are statistics for most recent year
Color shows change from 2010 (or most recent year available)
■ Improved ■ Worsened □ Neutral ■ No Data

West Indianapolis	By Demographics										By Socioeconomic Status				
	Total Population	Age				Race/Ethnicity			Gender		Poverty		Education Attainment		
		0-5	0-18	18-64	65+	Hispanic	Black	White	Male	Female	Below	Above	W/O HS	HS Grad Only	Bach+
General Economics and Demographics															
Population															
Population	12,012	9%	30%	61%	10%	16%	15%	66%	52%	48%	38%	62%	32%	33%	9%
People of Color	34%	51%	50%	30%	11%	-	-	-	35%	33%	43%	30%	26%	17%	34%
Median Age	33	-	-	-	-	21	32	35	33	33	-	-	-	-	-
Projected Population in 2030	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Population Change since 2000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Dependency Ratio	.65	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Employment															
Unemployment Rate	9%	-	-	9%	17%	4%	8%	10%	9%	9%	18%	5%	13%	7%	0%
Number Employed	4,503	-	-	91%	83%	96%	92%	90%	91%	91%	82%	95%	87%	93%	100%
Housing															
% Owner-Occupied Housing	43%	-	-	38%	67%	38%	38%	46%	69%	33%	24%	28%	48%	54%	39%
New Residential Building Permits	60	-	-	-	-	-	-	-	-	-	-	-	-	-	-

Who we serve:

- The total base population is 12,012¹
- 43% of all occupied units are owner occupied¹
- 57% of all occupied units are renter occupied¹
- 23% vacant housing units¹
- **Schools:** IPS #46 (K-8), IPS #49 (K-6), IPS George Washington Community School (6-12), IPS Key Learning Community (K-12), Maplewood Elementary (PK-6)
- **Churches:** 12 churches in the area¹

How we serve:

- 20,987 door count to date in 2020
- 47,493 circulation in 2019
- 6,021 computer sessions to date in 2020
- 3,184 reference questions to date in 2020
- 5,507 service and circulation assists to date in 2020
- 2,773 total assists to date in 2020

¹SAVI - www.savi.org



Our Story:

The West Indianapolis Library sits in the heart of our neighborhood. Residents here have a sense of identity as strong as other neighborhoods in the city, such as Broad Ripple, Warren Hills, or Martindale/Brightwood. An example of metropolitan duality, there are both families that have been here for generations and a transient population without roots. Often, the latter group rents from the former group.

Our 5,000 sq. ft. building is situated at the southwest corner of Morris Street and Kappes Street. Originally there was a West Indianapolis Neighborhood Services concept (an effort to concentrate services to citizens within a two block area) that focused primarily on these areas. However, we are making a concerted effort to reach further than that to ensure that everyone in our entire service area is getting the best service that we can provide. Part of this effort it being more active with our partners. The agencies in this partnership include, but are not limited to the following:

- West Indianapolis Development Corporation
- West Indianapolis Neighborhood Congress
- Mary Rigg Neighborhood Center
- Southwest HeadStart
- Eli Lilly
- Indiana Power and Light
- The Excel Center
- William Penn Commons
- Southwest Health Center

In every case, the Library has formed a partnership that has allowed us to extend services far beyond our front door.

Each year we have previously partnered with Mary Rigg Neighborhood Center and West Indianapolis Development Corporation to host a "Tree Lighting". We typically saw over 400 patrons during this event. Moving forward we will be hosting Holiday Highlights that will focus instead on five separate holidays of various cultures.

These are just a few examples of how the West Indianapolis Library has become an integral part of the neighborhood. Our patrons come into West Indianapolis knowing that they will be called upon by name, that the staff will offer new items of interest to them, and that we will listen to their stories. We are a part of the West Indianapolis neighborhood family.

Highlights

FOOD PROGRAM

Indy Parks started back up in June with serving lunches in the parking lot to anyone who wants one (no age limit until further notice).

1609 total Lunches Served this quarter

7723 total Lunches Served between the start of the program in October 2018 and September 2020 (This includes a 3 ½ month pause due to mandated quarantine closure)

BIKE LOCKS

After receiving multiple reports of bikes being stolen from out front of the Library, Jayne contacted Alison Cole of Freewheelin'. Through a partnership with them, we have established a bike lock loaning for people visiting the branch. Signs are posted so that patrons that arrive can come in and ask for their bike to be locked up. Staff locks it and unlocks it for them.

Since implementing this program we have had zero reported cases of bikes being stolen and have loaned locks out 187 times; 75 times in 2020 alone.

Some Patron Comments

"I know I can always count on you guys."

"You all treat me so good."

"I think people really underestimate what you all have to offer." A patron on being shown e-resources for jobs.

"It's all free? If I'd known that I woulda gotten one of these years ago!" An older patron getting their first library card.

"This is one of the few places I can just be me." – Teen patron

"I'm so grateful for you all. I'm don't know all of this computer stuff and the fact that you guys are there to answer questions during all of this... it just means so much to me." – Phone Reference call during Covid-19 Closure.

"I don't know what I'd do if you all shut down completely!" – Patron after being helped with ebooks during Covid-19 Closure

"I don't know what I'd do without you guys." A patron trying to file for government assistance after being laid off.

"This is my family," a teenager to his friend that he brought in to meet us.

"I'm so glad y'all are open! I was going stir crazy!"

Prepared by

Jayne Walters, Branch Manager
West Indianapolis Library
1216 Kappes St.
Indianapolis, IN 46221-1536
(317) 275-4540

**INDIANAPOLIS-MARION COUNTY PUBLIC LIBRARY
MINUTES OF THE REGULAR MEETING
OCTOBER 26, 2020**

The Indianapolis-Marion County Public Library Board met electronically via Zoom and/or telephone on Monday, October 26, 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 and Judge Salinas. Judge Salinas advised that Rev. Robinson was expected to arrive shortly.

At this time, M. Jacqueline Nytes, the Library’s Chief Executive Officer, requested that she be allowed to address the Board. With the Board’s permission, she provided the following COVID-19 Update for the Library:

1. We are open across the city.
2. We have lowered our activity levels significantly by reducing occupancy down to 37% of what our floor space would allow, except at Central where we have taken it even lower than that. People are urged to find what they need and limit stays in the building to no more than an hour. We do occasionally reach the maximum allowable occupancy for various buildings, especially on Sunday, but staff make announcements to remind people to wrap up their work and leave so that others can come in. This approach has worked so far. Our door counts are down to around 60% of past years.
3. We have facilitated various types of leaves for various lengths of time to accommodate staff needs. We currently have over a dozen people on authorized leave using either PTO, FCCRA approved pay plans, FMLA, and even tapping into the new Emergency Leave Bank that the Library Board approved. A thank you to those staff who contributed their leave to that bank for the benefit of others.
4. We have had over 50 employees (as of today) go get tested because they believed they might have had some exposure to the virus. In total two have tested positive and both were exposed at home, not at work.

5. We have implemented some very conservative protocols for when we send people to get tested, as a result of contact tracing, and when we close and deep clean buildings or portions of buildings.
6. Having said all that, this is very difficult for the staff. Everyone has their own personal demands and challenges right now and that makes it hard for folks to handle everything. But focusing on the work side of life for a moment...we have some working at home which reduces the density of staff in our buildings and improves social distancing. However frankly some staff has expressed resentment about that. The reality is that some just cannot work at home—the delivery drivers, the Control Room staff, and the Processing teams have to come in to do their work.
7. And then there is the public service staff whose fear of contacting the virus through patron interaction or staff contact is real. They feel real uncertainty no matter what we put in place. And there is great stress from constantly reinforcing the mask requirements with the public who do not honor this well. The result is often unpleasant.
8. Like so many other public facing employees at DPW, IFD, H&H, these folks signed up to serve the public but they never dreamed it would be like this. And it is hard.
9. I want to commend our staff to you publicly because they deserve recognition for their efforts in this challenging time.
10. I want to acknowledge that there is a lot of uncertainty that we cannot resolve. But we are listening, adjusting, working our plan and improving it as situations evolve.
11. As Board members I want you to know that your staff is strong and cares about the community even as we all work to keep that staff safe so that they can continue to serve in the future.

3. Branch Manager's Report

Melinda Mullican, Manager, Wayne Branch Library, began by thanking Ms. Nytes for her comments. She mentioned their own experience at the branch when one of their staff was exposed to COVID-19. All staff members that had worked with that individual had to get tested. The branch was deep cleaned. Other staff came to fill in. Obviously, the goal is assist patrons at the branch but it is challenging when, for instance, you cannot sit next them when offering help on the computers. Additionally, she reminded everyone staff often have their own struggles at home to deal with in this situation.

With regard to her report to the Board, Ms. Mullican mentioned that the branch had closed in December 2019 for renovations. Most of the Wayne staff went to work at other branches during that time. She herself did some training for the Wayne Township Schools. The branch reopened after approximately six and one-half months of renovation. The floor plan was changed to better serve the patrons. She offered to provide tours of the branch for any Board members that were interested.

Lastly, Ms. Mulligan shared the heartwarming story about two patrons, Norma and Rose, who were the first in line to enter the branch at re-opening.

Dr. Murtadha congratulated IndyPL for the initiative and energy between Dana Lyle, the Media Specialist at Wayne Township Schools and Ms. Mullican.

Dr. Jett asked Ms. Mullican to share how her branch handles regulating the amount of time patrons spend in the branch.

Ms. Mullican explained that the one hour limit is only enforced if they are near capacity. That has only happened three or four times. They have patrons that have come to use the computers and have been allowed to stay for several hours since no one else was waiting.

Dr. Jett asked Ms. Nytes how the capacity issues would be handled going forward. She also wanted to know about the weddings at Central Library.

Ms. Nytes responded that Library administration and branch managers are discussing how to monitor the numbers to allow patrons to stay longer. The weddings do continue at Central. They have been small groups lately.

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 and/or submit a question/comment to the Regular Meeting via a live stream YouTube link.

At this time, Michael Torres, Public Services Associate and President of the Library's Union, AFSCME, addressed the Board. He presented the following statement:

When it came to the attention of AFSCME Local 3395 that CEO, Jackie Nytes was discussing increasing capacity at Central Library and possibly other branches I emailed CEO Nytes about this concern. One case at a branch sparked a domino effect that caused the shutdown of three branches last week, as you learned.

Until recently, capacity at Central library occurs mostly when weddings are happening and on Sundays. One Sunday I worked we reached capacity at 12:30 and we opened at noon. Now, we're making those announcements on weekdays. In speaking with branch members, some reach capacity multiple times a day.

When we reach capacity we make an announcement, politely asking patrons if they've been in the building over an hour, to please finish up so others, who are waiting to enter, can use our services. When we reach capacity we also don't hand out any additional computer tickets until our numbers are lowered. Both these guidelines are on our website.

If we truly want uninterrupted service to all spectrums of patrons while considering the safety of our community and staff then the union leadership is asking the library leadership to consider forming a panel of Executives, Management, Frontline and Support staff to immediately begin a plan on how we can continue serving our community fairly and equitably if we are to continue conversations on increasing capacity or when COVID cases begin to surge.

We can start by figuring out a sensible way to adhere to the guidelines of times allotted to visit or use the computer that are posted on our website or it can review our reopening data which was extensive if we don't want to limit access by only offering curbside. Some of these plans might be determined by our legislators but it should not prevent us from investigating our current guidelines or planning for COVID surges and capacity increases.

Thank you

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

a. Regular Meeting, September 28, 2020

The minutes from the Regular Meeting held September 28, 2020 had been distributed to the Board.

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

Mr. Biederman – Aye	Ms. Payne – Aye
Mr. Bigsbee – Aye	Rev. Robinson – Absent
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 – September 2020

Ms. Nytes then discussed the Report of the Treasurer. She noted that we are 75% through the year. We have received 47% of our anticipated property tax revenue. Ms. Nytes again reminded the Board that we will not meet Budget on the revenues from Fines and Fees and Charges for Services due to the pandemic. The good news is that the Library is receiving a refund from Anthem which will help cover the shortfall. She also mentioned again that expenses for such items as travel, conferences, etc. will account for an approximate \$6 million Budget savings.

Dr. Murtadha made the motion, which was seconded by Mr. Bigsbee, 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 – Absent
Dr. Jett – Aye	Judge Salinas – Aye
Dr. Murtadha – Aye	

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

a. Briefing Report – Revised Fines Policy

Katherine Lerg, HR Director, explained that the Report before the Board this evening was the same as what was presented to them in July regarding the elimination of fines.

John Helling, Public Services Director, reviewed the policy changes as they will appear when the Board makes its final vote on the revisions to the policy in November.

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

a. Resolution 42 – 2020 (Approval to Award a Construction Services Contract for the Library Services Center Boiler #2 Replacement Project)

Sharon Smith, Facilities Director, advised that the Facilities Committee was recommending that the Board approve a contract with Irish Mechanical Services, Inc. in the amount of \$99,500 to remove and replace Boiler #2 at the Library Services Center with a new condensing boiler.

After full discussion and careful consideration of Resolution 42 – 2020, the resolution was adopted on the motion of Dr. Jett, to approve Resolution 42 – 2020 for the Approval to Award a Construction Services Contract for the Library Services Center Boiler #2 Replacement Project.

Resolution 42 – 2020 was approved on the following roll call vote:

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

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

Dr. Jett thanked Ms. Smith for her follow-up with potential bidders on this contract and encouraged her to maintain documentation for future reference.

- b. **Resolution 43 – 2020** (Approval to Award a Contract for the Solar Photovoltaic System Installation and Maintenance Services at the West Perry Branch Library Project)

Ms. Smith explained that the Facilities Committee was recommending that the Board approve a contract with Telamon Enterprise Ventures in the amount of \$253,379.73 for the installation and maintenance services for the solar photovoltaic system at the West Perry Branch.

After full discussion and careful consideration of Resolution 43 – 2020, the resolution was adopted on the motion of Dr. Jett, to approve Resolution 43 – 2020 for the Approval to Award a Contract for the Solar Photovoltaic System Installation and Maintenance Services at the West Perry Branch Library Project.

Resolution 43 – 2020 was approved on the following roll call vote:

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

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

- c. **Resolution 44 – 2020** (Approval of a Naming Opportunity at the Library Foundation Boardroom)

Roberta Jagers, President of the Indianapolis-Marion County Public Library Foundation, addressed the Board.

Ms. Jagers explained that the Foundation was seeking Board approval to name the Indianapolis Public Library Foundation Boardroom as “The Michael D. O’Brien Boardroom.”

She noted that Mr. O’Brien’s generosity to the Foundation meets the criteria of Library Policy 101.9 – Naming of Facilities. In 2019, he made the lead gift to the Next 50 Fund. The Fund was raised in celebration of the Foundation’s 50th anniversary. The Next 50 Fund supports forward-thinking Library initiatives on behalf of youth.

After full discussion and careful consideration of Resolution 44 – 2020, the resolution was adopted on the motion of Dr. Jett, seconded by Dr. Murtadha, to approve Resolution 44 – 2020 for the Approval of a Naming Opportunity at the Library Foundation Boardroom.

Resolution 44 – 2020 was approved on the following roll call vote:

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

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

Dr. Murtadha commented that she was pleased to approve this resolution. She then asked President Salinas about the process for naming because she has some individuals in mind that she would possibly like to put forward for consideration.

Ms. Nytes advised that she will provide Dr. Murtadha with information about the Library's naming policy for her review. Ms. Jagers mentioned that she will also provide related information from the Foundation as well.

d. **Board Briefing Report – Future Agenda Item – Approval to Extend the Services Contract for Security and Alarm Response Services with G4S**

Ms. Smith explained that the contract between the Library and G4S for Security and Alarm Response Services expired on August 31, 2020. Since September 1, 2020 G4S has been performing services on a month-to-month basis. The Library currently utilizes 760 hours/week at eight IndyPL locations plus vacation coverage for the Library Services Center of approximately 338 hours a year. The Library would like to extend the contract for one year. Ms. Smith reminded the Board that G4S staff is receiving additional training on several items such as racial equity, etc. If the Board agrees, a resolution would be brought at the November meeting for approval.

Ms. Smith touched on the subject of incident reports that the Board had requested. She advised that a lot of them are actually for medical reasons. Dr. Jett commented that Ms. Smith should be gathering the requested info for the Board to review.

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

Dr. Jett advised that the Committee did not have a report this month.

10. **Library Foundation Update**

October 2020 Library Foundation Update

Ms. Jagers provided the Update for October 2020.

News

Many thanks to all Library staff members involved in Staff Day 2020. Congratulations to Nichelle Hayes for winning the Helen Norris Award, as well as all Library employees who received Star Awards and/or reached year-of-service milestones. The Library Foundation was pleased to recognize Joan Emmert as the recipient of this year's Beth Tindel Award. This award is given to a Library staff member who, like former Library employee and Foundation supporter Beth Tindel, volunteers at or attends Foundation events, is an advocate for the Foundation, goes above and beyond for the Foundation in their daily work at the Library and provides financial support. Joan has supported the Foundation in many ways – she has served on the Staff Campaign Committee since 2014, attended events in support of the Foundation, and has been a financial donor for the past 18 years. Congratulations, Joan!

The Library Foundation also congratulates all Library staff and volunteers involved in the successful virtual third anniversary for the Center for Black Literature and Culture. This year's celebration included a journey of poetry's local and national impact on Black culture, arts, and social action as well as a workshop led by Adrian Matejka designed to inspire and encourage writers during this challenging time.

The Library Foundation thanks all staff members who planned the "One Book, One Staff" all staff read. The Foundation's staff was grateful for the opportunity to participate. We also held two additional sessions for the Foundation's Board of Directors and Advisory Committee.

Donors

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

- Central Indiana Community Foundation
- Herbert Simon Family Foundation
- MacAllister Machinery Co., Inc.
- Minde Browning Memorial Fund

Program Support

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

Cultural

- Adult Book Discussions– GLD
- CBLC Book Fest and 3rd Anniversary Celebration
- International Games Day at Your Library
- Lunch and Learn
- World Language Book Giveaways

Collections/IT

- General Digitization
- Digital Encyclopedia of Indianapolis
- Branded Giveaways
- School Library Card Initiative

Lifelong Learning

- Coding and Tech for Adults – CEN

Rev. Robinson joined the meeting via Zoom at this time.

11. Report Of The Chief Executive Officer

a. Confirming Resolutions:

1) Resolution Regarding Finances, Personnel and Travel (45– 2020)

Ms. Nytes reviewed Resolution 45 – 2020. She pointed out the reclassification information contained in the resolution. Ms. Nytes explained

the appeals process conducted by the Library for several employees who thought their positions should be reclassified.

Dr. Jett asked how many staff had applied for reclassification and how many were denied.

Ms. Nytes will research this inquiry and provide a response to Dr. Jett.

After full discussion and careful consideration, Dr. Murtadha made the motion, which was seconded by Dr. Jett, to approve Resolution 45 – 2020, the Resolution Regarding Finances, Personnel and Travel.

Resolution 45 – 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. Update on the Center for Black Literature and Culture

Nichelle Hayes, Special Collections Librarian, presented a PowerPoint update on the Center for Black Literature and Culture (“CBLC”) at Central Library.

Ms. Hayes mentioned that the Center opened on October 21, 2017. The Center was made possible through a generous grant from Lilly Endowment, Inc. She noted that the Library’s own African American History Committee has been active since 1978 and provided input for the Center. Ms. Hayes then reviewed several of the programs that have been promoted by the CBLC including: Book Fest 2020, The Mis-Education of the Negro Revisited Panel Discussion, and African Americans and the Vote in Indianapolis. She noted that the Center had been designed by RLR Associates, Inc. and it included several features such as the Talking Drum, the Wall Mural of Indiana Avenue, and the Wall of Honor. Currently, plans are underway for Phase II for the Center. This Phase will include several interactive components. Some of the potential topics for these components include such topics as Black Lives Matter, Rev. Martin Luther King, Jr., and Indianapolis African Diaspora. Ms. Hayes also discussed the “CBLC 3rd Anniversary & Poetry Workshop.” This virtual event took place on October 24, 2020. The featured guest was Adrian Matejka. She then went on to review the catalog of items contained in the CBLC which includes all sorts of materials. Ms. Hayes also announced that the CBLC is hiring a Project Manager to work in the Center with her.

Ms. Payne commended Ms. Hayes for her work and accomplishments in the Center these last three years.

c. **Briefing Report – Summary of Summer Reading Program 2020**

John Helling, Director of Public Services, pointed out that 2020 marked the Library's 101st Summer Reading Program ("SRP") and that there was nothing normal about this year. The SRP was actually launched before the branches were open due to the pandemic. The Library utilized some online software titled "Beanstack" to run the program this year. Not only did the program track demographic data but it also tracked the minutes read by each participant. There were 9,800 participants in the SRP this year and they read a total of 5.8 million minutes.

Mr. Helling thanked all Library staff who pivoted from business as usual to make the SRP work this year during the pandemic.

UNFINISHED BUSINESS

12. None.

NEW BUSINESS

13. At this time, President Salinas mentioned to the Board members that they should plan on the Board Meetings lasting at least two hours in the future. There is a great deal of information to be shared each month and it's important that the Board be present to hear all presentations. It was noted that he and Ms. Nytes will continue to review the proposed Agendas each month.

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:

- November 2020 -**
- 1) Possible Naming Opportunities and Acknowledgement of Lillian C. Hall, the first Black Librarian in Indianapolis
 - 2) Weddings at Central Library
 - 3) 360 Degree Evaluation of the CEO

At this time, Robert Scott, the Library's attorney, reminded the Board about the Annual Meeting and election of Board Officers that will take place at their November Meeting.

INFORMATION

15. **Materials**

There were no materials available to distribute to the Board

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

None.

18. Notice of Next Regular Meeting

Monday, November 23, 2020, at Central Library, 40 East St. Clair Street, or at another location to be determined, at 6:30 p.m.

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

19. Other Business

20. Adjournment

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

The Chairman then declared the meeting adjourned at 8:30 p.m.

Raymond Biederman, Secretary to the Board



INDIANAPOLIS-MARION COUNTY PUBLIC LIBRARY
MINUTES OF THE
DIVERSITY, POLICY AND HUMAN RESOURCES COMMITTEE
EXECUTIVE SESSION
OCTOBER 27, 2020

The Diversity, Policy and Human Resources Committee of the Indianapolis-Marion County Public Library Board met in Executive Session via Go To Meeting on Tuesday, October 27, 2020 at 3:30 p.m., pursuant to notice given in accordance with the rules of the Board.

1. **Call To Order**

Rev. Robinson, Committee Chair, called the meeting to order.

2. **Roll Call**

Members present: Ms. Payne, Rev. Robinson and Judge Salinas.

Rev. Robinson announced that a quorum of the Committee was present and that the meeting was duly constituted.

3. **Discussion**

a. Pursuant to Ind. Code 5-14-1.5-6.1(b)(9) to discuss a job performance evaluation of individual employees.

4. **Adjournment**

Rev. Robinson announced that there was no further business to come before the Committee and declared the Executive Session adjourned at 5:07 p.m.

Rev. T. D. Robinson, Committee Chair

CERTIFICATION

I, Rev. Robinson, Chair of the Diversity, Policy and Human Resources Committee of the Indianapolis-Marion County Public Library, hereby certify that the foregoing minutes are true and correct.

Rev. T. D. Robinson, Committee Chair



Indianapolis-Marion County Public Library
Report of the Treasurer for October 2020
Prepared by Accounting for November 23, 2020 Board Meeting

6a

Table of Contents

Operating Fund Revenues and Expenditures	1
Operating Fund – Detailed Income Statement	2
Operating Fund – Cashflow Projections	5
Status of the Treasury – Cash Balances	6
Status of the Treasury – Investment Report	7
Bond and Interest Funds – Detailed Income Statement	8
Rainy Day Fund – Detailed Income Statement	9
Library Improvement Reserve Fund – Detailed Income Statement	10
Parking Garage – Detailed Income Statement	11
Shared System - Detailed Income Statement	12
Gift & Grant Fund - Detailed Income Statement	13
Summary of Construction Fund Cash Balances	15

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

Revenue		Annual		Actual YTD 10/31/2020	% Budget Received
		2020 Revised Budget	Actual MTD 10/31/2020		
Property Taxes	31	35,756,871	3,928,523	20,857,880	58%
Intergovernmental	33	7,938,539	374,800	5,769,429	73%
Fines & Fees	35	667,500	12,822	187,385	28%
Charges for Services	34	627,100	39,340	319,067	51%
Miscellaneous	36	765,000	88,560	2,069,445	271%
Total		45,755,010	4,444,047	29,203,207	64%

Expenditures		Annual		Actual YTD 10/31/2020	% Budget Spent
		2020 Revised Budget	Actual MTD 10/31/2020		
Personal Services & Benefits	41	28,533,984	2,592,597	21,447,620	75%
Supplies	42	1,392,766	70,831	601,557	43%
Other Services and Charges	43	16,183,699	914,321	9,298,675	57%
Capital Outlay	44	3,526,315	101,917	1,516,358	43%
Total		49,636,764	3,679,665	32,864,210	66%

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

	Original Budget	Revised Budget	MTD	YTD	P.O.	Available Budget
REVENUE						
TAXES						
311000 PROPERTY TAX	43,605,112	43,605,112	3,928,523	20,857,880	-	22,747,232
311300 PROPERTY TAX CAPS	7,848,241	7,848,241	-	-	-	7,848,241
TAXES Total	35,756,871	35,756,871	3,928,523	20,857,880	-	14,898,991
INTERGOVERNMENTAL						
332200 E-RATE REVENUE	248,400	248,400	14,642	177,864	-	70,536
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	3,333,462	-	521,122
335500 COUNTY OPTION INCOME TAX	467,329	467,329	38,943	406,529	-	60,800
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
INTERGOVERNMENTAL Total	7,938,539	7,938,539	374,800	5,769,429	-	2,169,110
CHARGES FOR SERVICES						
347600 COPY MACHINE REVENUE	-	-	-	126	-	126
347601 PUBLIC PRINTING REVENUE	351,300	351,300	23,271	165,130	-	186,170
347602 FAX TRANSMISSION REVENUE	60,000	60,000	7,600	45,942	-	14,058
347603 PROCTORING EXAMS	3,800	3,800	125	1,065	-	2,735
347604 PLAC CARD DISTRIBUTION REVENUE	83,000	83,000	-	53,719	-	29,281
347605 USAGE FEE REVENUE	12,000	12,000	725	9,455	-	2,545
347606 SET-UP & SERVICE - TAXABLE	15,000	15,000	1,650	9,025	-	5,975
347607 SET-UP & SERVICE - NON-TAXABLE	12,000	12,000	600	3,565	-	8,435
347608 SECURITY SERVICES REVENUE	18,000	18,000	660	6,847	-	11,153
347609 EVENT SECURITY	-	-	840	3,600	-	3,600
347620 CAFE REVENUE	12,000	12,000	231	1,955	-	10,045
347621 CATERING REVENUE	60,000	60,000	3,638	18,639	-	41,361
CHARGES FOR SERVICES Total	627,100	627,100	39,340	319,067	-	308,033
FINES						
351200 FINES	650,000	650,000	12,109	180,554	-	469,446
351201 OTHER CARD REVENUE	2,000	2,000	195	1,560	-	440
351202 HEADSET REVENUE	7,000	7,000	231	2,144	-	4,856
351203 USB REVENUE	6,000	6,000	218	2,398	-	3,602
351204 LIBRARY TOTES	2,500	2,500	70	728	-	1,772
FINES Total	667,500	667,500	12,822	187,385	-	480,115
MISCELLANEOUS						
360000 MISCELLANEOUS REVENUE	2,500	2,500	3,612	9,951	-	7,451
360001 REVENUE ADJUSTMENT	-	-	-	1,086	-	1,086
361000 INTEREST INCOME	170,000	170,000	5,526	182,833	-	12,833
362000 FACILITY RTL REV - TAXABLE	100,000	100,000	4,617	30,045	-	69,955
362001 FACILITY RENTAL REV - NONTAX	64,000	64,000	-	1,839	-	62,161
362002 EQUIPMENT RENTAL REV - TAXABLE	1,000	1,000	1,700	6,500	-	5,500
362003 EQUIPMENT RENTAL REV - NONTAX	2,500	2,500	-	300	-	2,200
367004 OTHER GRANTS	225,000	225,000	-	225,000	-	-
MISCELLANEOUS Total	565,000	565,000	15,454	457,553	-	107,447
OTHER FINANCING SRCS						
392100 SALE OF SURPLUS PROPERTY	-	-	2,075	47,855	-	47,855
396000 REFUNDS	5,000	5,000	-	341,481	-	336,481

	Original Budget	Revised Budget	MTD	YTD	P.O.	Available Budget
399000 REIMBURSEMENT FOR SERVICES	175,000	175,000	71,031	200,734	-	25,734
399001 INSURANCE REIMBURSEMENTS	20,000	20,000	-	1,021,821	-	1,001,821
OTHER FINANCING SRCS Total	200,000	200,000	73,106	1,611,891	-	1,411,891

REVENUE Total	45,755,010	45,755,010	4,444,047	29,203,207	-	16,551,803
----------------------	-------------------	-------------------	------------------	-------------------	----------	-------------------

EXPENSE						
PERSONAL SERVICES						
411000 SALARIES APPOINTED STAFF	18,059,744	17,878,748	1,883,326	14,305,719	-	3,573,029
412000 SALARIES HOURLY STAFF	1,820,444	1,805,589	109,677	971,848	-	833,741
413000 WELLNESS	35,000	35,000	-	14,986	-	20,014
413001 LONG TERM DISABILITY INSURANCE	44,075	44,075	3,502	42,204	-	1,871
413002 EMPLOYEE ASSISTANCE PROGRAM	23,500	23,500	1,600	16,000	3,200	4,300
413003 TUITION ASSISTANCE	25,000	25,000	-	14,647	-	10,353
413100 FICA AND MEDICARE	1,513,443	1,513,443	152,174	1,121,473	-	391,970
413300 PERF/INPRS	2,546,358	2,546,358	180,815	1,925,166	-	621,192
413400 UNEMPLOYMENT COMPENSATION	9,000	25,500	3,002	24,716	729	55
413500 MEDICAL & DENTAL INSURANCE	4,610,470	4,597,821	255,499	2,980,895	2,765	1,614,161
413600 GROUP LIFE INSURANCE	38,950	38,950	3,002	29,966	-	8,984
PERSONAL SERVICES Total	28,725,984	28,533,984	2,592,597	21,447,620	6,694	7,079,670

SUPPLIES						
421500 OFFICE SUPPLIES - FAC/PURCH	385,096	450,485	22,030	244,704	39,478	166,303
421600 LIBRARY SUPPLIES	186,000	195,430	24,474	69,102	11,005	115,323
421700 DEPARTMENT OFFICE SUPPLIES	373,800	437,860	19,020	197,236	22,055	218,569
422210 GASOLINE	44,000	45,730	-	10,431	14,986	20,312
422250 UNIFORMS	8,000	9,804	-	5,416	-	4,387
422310 CLEANING & SANITATION	165,000	115,160	5,306	60,333	14,971	39,855
429001 NON CAPITAL FURNITURE & EQUIP	128,000	138,298	-	14,334	-	123,964
SUPPLIES Total	1,289,896	1,392,766	70,831	601,557	102,496	688,713

OTHER SERVICES AND CHARGES						
431100 LEGAL SERVICES	219,000	241,196	41,701	181,355	2	59,839
431200 ENGINEERING & ARCHITECTURAL	25,000	25,000	-	-	-	25,000
431500 CONSULTING SERVICES	285,900	531,438	2,364	171,101	173,003	187,334
432100 FREIGHT & EXPRESS	7,000	7,485	339	3,345	2,168	1,972
432200 POSTAGE	64,650	64,650	2,000	37,455	1,074	26,121
432300 TRAVEL	36,400	36,283	175	5,595	-	30,688
432400 DATA COMMUNICATIONS	281,800	283,758	22,400	227,929	-	55,829
432401 CELLULAR PHONE	10,080	10,080	825	8,647	-	1,433
432500 CONFERENCES	143,100	142,600	349	30,816	8,450	103,334
432501 IN HOUSE CONFERENCE	96,530	97,030	10,412	24,123	1,651	71,256
433100 OUTSIDE PRINTING	177,116	172,370	646	60,481	7,220	104,669
433200 PUBLICATION OF LEGAL NOTICES	1,800	1,800	244	1,141	-	659
434100 WORKER'S COMPENSATION	172,612	173,694	19,661	75,670	-	98,025
434200 PACKAGE	261,023	253,383	39,849	161,319	-	92,064
434201 EXCESS LIABILITY	11,179	17,179	4,019	17,051	-	129
434202 AUTOMOBILE	21,162	21,162	5,384	20,025	-	1,138
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	20,000	5,000	20,000	-	-
435100 ELECTRICITY	1,194,813	1,261,289	68,128	643,235	520,294	97,760
435200 NATURAL GAS	146,856	161,852	2,009	64,242	60,572	37,038
435300 HEAT/STEAM	400,190	422,766	32,595	197,837	174,739	50,190
435400 WATER	83,896	84,507	3,458	48,120	33,967	2,421
435401 COOLING/CHILLED WATER	553,664	553,664	57,008	415,422	120,400	17,842
435500 STORMWATER	24,990	24,990	-	11,498	12,358	1,134
435900 SEWAGE	96,789	98,072	5,397	65,633	31,623	815
436100 REP & MAINT-STRUCTURE	573,500	707,213	53,363	538,441	130,202	38,570
436101 ELECTRICAL	672,000	672,000	44,216	167,901	199,896	304,203

	Original Budget	Revised Budget	MTD	YTD	P.O.	Available Budget
436102 PLUMBING	100,000	100,000	2,777	41,231	3,487	55,282
436103 PEST SERVICES	35,000	35,000	1,773	8,934	16,566	9,500
436104 ELEVATOR SERVICES	101,000	101,000	1,575	80,619	37,760	17,379
436110 CLEANING SERVICES	1,125,311	1,217,272	77,226	726,781	326,761	163,729
436200 REP & MAINT-EQUIPMENT	217,000	221,370	9,111	98,467	11,943	110,960
436201 REP & MAINT-HEATING & AIR	467,000	490,001	23,775	256,472	151,260	82,268
436202 REP & MAINT -AUTO	63,000	66,533	3,910	29,901	1,562	35,071
436203 REP & MAINT-COMPUTERS	361,600	370,324	46,229	321,678	48,350	295
437200 EQUIPMENT RENTAL	83,800	83,800	4,699	53,919	4,699	25,182
437300 REAL ESTATE RENTAL	448,458	448,458	1,679	302,397	-	146,061
439100 CLAIMS, AWARDS, INDEMNITIES	25,000	25,000	-	-	-	25,000
439600 TRASH REMOVAL	68,563	102,523	7,913	77,636	25,174	287
439601 SNOW REMOVAL	382,500	433,420	-	141,000	33,646	258,774
439602 LAWN & LANDSCAPING	325,121	307,961	-	211,021	36,122	60,818
439800 DUES & MEMBERSHIPS	55,390	57,867	797	46,342	4,960	6,565
439901 COMPUTER SERVICES	297,500	202,549	586	140,342	4,640	57,567
439902 PAYROLL SERVICES	140,000	140,000	8,336	101,879	-	38,121
439903 SECURITY SERVICES	1,349,637	1,377,449	74,012	734,394	294,037	349,017
439904 BANK FEES/CREDIT CARD FEES	65,000	65,000	5,373	46,962	-	18,038
439905 OTHER CONTRACTUAL SERVICES	699,423	765,172	69,269	401,631	260,996	102,546
439906 RECRUITMENT EXPENSES	24,300	24,300	399	4,236	-	20,064
439907 EVENTS & PR	56,700	42,584	2,966	20,744	-	21,840
439910 PROGRAMMING	77,500	77,500	962	7,423	262	69,815
439911 PROGRAMMING-JUV.	150,000	150,000	100	29,693	17,960	102,347
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	153,961	2,197,465	-	932,330
451100 AUDIT FEES	15,000	15,000	-	-	-	15,000
452002 TRANSFERS IN/OUT	-	-	-	-	-	-
OTHER SERVICES AND CHARGES TOTAL	14,491,368	16,183,699	914,321	9,298,675	2,757,806	4,127,218
CAPITAL						
443500 BUILDING	-	233,000	-	12,611	18,074	202,315
445100 CAPITAL - FURNITURE	-	7,154	-	7,154	-	-
445200 VEHICLES	80,000	104,663	-	41,745	-	62,918
445300 CAPITAL - EQUIPMENT	-	14,582	-	15,582	-	1,000
445301 COMPUTER EQUIPMENT	50,000	50,000	-	-	-	50,000
449000 BOOKS & MATERIALS	3,884,250	2,884,250	101,917	1,392,280	-	1,491,970
449100 UNPROCESSED PAPERBACK BOOKS	137,000	232,667	-	46,986	48,427	137,254
CAPITAL Total	4,151,250	3,526,315	101,917	1,516,358	66,501	1,943,456
EXPENSE Total	48,658,498	49,636,764	3,679,665	32,864,210	2,933,496	13,839,058

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

FUND	CASH AND INVESTMENTS 9/30/2020	RECEIPTS	DISBURSEMENTS	CASH AND INVESTMENTS 10/31/2020
101 Total Operating	21,097,506	4,444,047	4,072,234	21,469,319
104 Total Fines	6	44,415	44,350	71
226 Total Parking Garage	783,916	9,655	5,810	787,761
230 Total Grant	524,946	5	89,396	435,555
245 Total Rainy Day	5,529,468	1,147	18,391	5,512,225
270 Total Shared System	219,389	1,449	9,248	211,590
301 Total BIRF 1	2,596,716	869	-	2,597,585
321 Total BIRF 2	337,488	-	-	337,488
471 Total Library Improvement Reserve Fund	2,472,673	536	12,720	2,460,488
472 Total Construction	-	-	-	-
475 Total 2015 Bond RFID Books & Materials	156,985	-	155,580	1,405
476 Total 2016 Bond - Michigan Rd	7,342	-	-	7,342
477 Total 2017A Bond - Brightwood	253,989	-	1,000	252,989
478 Total 2017B Bond - Eagle	606,266	-	25,380	580,886
479 Total 2018A Bond - AHS/ILS/Fac Improvmts	2,184,896	-	47,438	2,137,458
480 Total 2018 BBond - West Perry Branch	7,077,695	-	853,929	6,223,766
481 Total 2019 Bond - LAW WAY Renovation	486,059	158	240,005	246,211
482 Total 2020 Bond - Fac Renov Equip Acq	-	53,400	-	53,400
800 Total Gift	1,923,673	146,480	699,952	1,370,200
806 Total Payroll Liabilities (1)	90,306	153,202	132,867	110,641
812 Total Foundation Agency Fund	907	96	-	1,003
813 Total Staff Association Agency Fund	31	-	-	31
814 Total Sales Tax Agency Fund	355	768	400	722
815 Total PLAC Card Revenue Agency Fund	9,705	585	-	10,290
Grand Total	46,360,317	4,856,810	6,408,700	44,808,426

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

Chase Savings Account

	Balance October 31, 2020	Interest Earned October 31, 2020
Operating Fund	\$ 5,002,107	\$ 127
Grant Fund	\$ 193,395	\$ -
Parking Garage	\$ 409,195	\$ 10
Bond & Interest Redemption Fd	\$ 0	\$ -
Bond & Interest Redemption Fd 2	\$ 13,386	\$ -
Rainy Day Fund	\$ 404,714	\$ 10
Gift Fund	\$ 53	\$ 5
Total Chase Savings Account	\$ 6,022,849	\$ 153

The average savings account rate for October was 0.03%

Previous Month's Chase Savings Account Activity

	Balance September 30, 2020	Interest Earned September 30, 2020
Operating Fund	\$ 5,001,980	\$ 205
Grant Fund	\$ 193,395	\$ -
Parking Garage	\$ 409,184	\$ 17
Bond & Interest Redemption Fd	\$ 0	\$ -
Bond & Interest Redemption Fd 2	\$ 13,386	\$ -
Rainy Day Fund	\$ 404,703	\$ 17
Gift Fund	\$ 48	\$ 8
Total Chase Savings Account	\$ 6,022,696	\$ 246

The average savings account rate for September was 0.05%

Fifth Third Bank Investment Account

	Balance October 31, 2020	Interest Earned October 31, 2020
Library Improvement Reserve Fd	\$ 2,228,073	\$ 536
Rainy Day Fund	\$ 4,456,737	\$ 1,071
Total Fifth Third Bank	\$ 6,684,810	\$ 1,607

The average investment account rate for October was 0.29%

Previous Month's Fifth Third Bank Investment Account

	Balance September 30, 2020	Interest Earned September 30, 2020
Library Improvement Reserve Fd	\$ 2,227,538	\$ 663
Rainy Day Fund	\$ 4,455,666	\$ 1,327
Total Fifth Third Bank	\$ 6,683,203	\$ 1,990

The average investment account rate for September was 0.36%

Hoosier Fund Account Income

	Balance October 31, 2020	Interest Earned October 31, 2020
Operating Fund	\$ 8,648,643	\$ 4,316
Rainy Day Fund	\$ 179,290	\$ 66
2017A Brightwood Project Fund	\$ -	\$ -
2018B West Perry Project Fund	\$ 3,062,846	\$ -
2018A Multi-Project Fund	\$ 2,323,565	\$ -
Bond & Interest Redemption Fd	\$ 24,100	\$ 855
2019 Lawrence/Wayne Project Fund	\$ 428,231	\$ 158
Total Hoosier Fund Account	\$ 14,666,675	\$ 5,395

The average Hoosier Fund account rate for October was 0.43%

Previous Month's Hoosier Fund Account Income

	Balance September 30, 2020	Interest Earned September 30, 2020
Operating Fund	\$ 8,644,327	\$ 4,529
Rainy Day Fund	\$ 179,224	\$ 69
2017A Brightwood Project Fund	\$ -	\$ -
2018B West Perry Project Fund	\$ 3,062,846	\$ -
2018A Multi-Project Fund	\$ 2,323,565	\$ -
Bond & Interest Redemption Fd	\$ 23,245	\$ 898
2019 Lawrence/Wayne Project Fund	\$ 428,074	\$ 165
Total Hoosier Fund Account	\$ 14,661,281	\$ 5,662

The average Hoosier Fund account rate for September was 0.47%

TrustIndiana

	Balance October 31, 2020	Interest Earned October 31, 2020
Operating Fund	\$ 6,422,863	\$ 1,073
2015 RFID Project Fund	\$ 150,000	\$ -
2017A Brightwood Project Fund	\$ 0	\$ -
2017B Eagle Project Fund	\$ 579,471	\$ -
2018B West Perry Project Fund	\$ 3,890,752	\$ -
Bond & Interest Redemption Fd 2	\$ 90,897	\$ -
Bond & Interest Redemption Fd	\$ 450,251	\$ 14
Total TrustIndiana Account	\$ 11,584,234	\$ 1,087

The average TrustIndiana account rate for October was 0.11%

Previous Month's TrustIndiana

	Balance September 30, 2020	Interest Earned September 30, 2020
Operating Fund	\$ 6,421,789	\$ 1,331
2015 RFID Project Fund	\$ 150,000	\$ -
2017A Brightwood Project Fund	\$ 0	\$ -
2017B Eagle Project Fund	\$ 579,471	\$ -
2018B West Perry Project Fund	\$ 3,890,752	\$ -
Bond & Interest Redemption Fd 2	\$ 90,897	\$ -
Bond & Interest Redemption Fd	\$ 450,237	\$ 17
Total TrustIndiana Account	\$ 11,583,147	\$ 1,349

The average TrustIndiana account rate for September was 0.14%

U. S. Bank

	Balance October 31, 2020	Interest Earned October 31, 2020
Operating Fund	\$ 1,053,286	\$ 9
Total U. S. Bank	\$ 1,053,286	\$ 9

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

Previous Month's U.S. Bank

	Balance September 30, 2020	Interest Earned September 30, 2020
Operating Fund	\$ 1,053,277	\$ 46
Total U. S. Bank	\$ 1,053,277	\$ 46

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

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

	ORIGINAL BUDGET	REVISED BUDG.	MTD	YTD	P.O.	AVAILABL E BUDG.
REVENUES						
Property Taxes						
311000 PROPERTY TAX	12,882,655	12,882,655	-	6,328,213	-	6,554,442
Property Taxes Total	12,882,655	12,882,655	-	6,328,213	-	6,554,442
Intergovernmental						
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
Intergovernmental Total	890,736	890,736	-	524,861	-	365,875
Miscellaneous						
361000 INTEREST INCOME	-	-	869	20,402	-	(20,402)
Miscellaneous Total	-	-	869	20,402	-	(20,402)
REVENUES Total	13,773,391	13,773,391	869	6,873,477	-	6,899,914
EXPENSES						
Other Services and Charges						
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
Other Services and Charges Total	16,649,911	16,649,911	-	10,165,966	-	6,483,945
EXPENSES Total	16,649,911	16,649,911	-	10,165,966	-	6,483,945

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

	Original Budget	Revised Budget	MTD	YTD	P.O.	Available Budget
REVENUE						
MISCELLANEOUS						
361000 INTEREST INCOME	30,000	30,000	1,147	45,755	-	15,755
MISCELLANEOUS Total	30,000	30,000	1,147	45,755	-	15,755
REVENUE Total	30,000	30,000	1,147	45,755	-	15,755
EXPENSE						
OTHER SERVICES AND CHARGES						
431100 LEGAL SERVICES	100,000	94,788	2,421	15,592	-	79,196
431200 ENGINEERING & ARCHITECTURAL	400,000	563,113	11,550	11,550	172,563	379,000
431500 CONSULTING SERVICES	-	7,521	3,750	7,950	85,591	86,021
438400 ISSUANCE COSTS	-	1,013	338	1,688	-	675
452002 TRANSFERS IN/OUT	-	-	-	205,070	-	205,070
OTHER SERVICES AND CHARGES TOTAL	500,000	666,433	18,059	168,291	258,154	576,570
CAPITAL						
441000 LAND	500,000	500,000	-	5,000	-	495,000
443500 BUILDING	1,000,000	1,000,000	-	-	-	1,000,000
CAPITAL Total	1,500,000	1,500,000	-	5,000	-	1,495,000
EXPENSE Total	2,000,000	2,166,433	18,059	(163,291)	258,154	2,071,570

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

	Original Budget	Revised Budget	MTD	YTD	P.O.	Available Budget
REVENUE						
MISCELLANEOUS						
361000 INTEREST INCOME	40,000	40,000	536	21,910	-	18,090
MISCELLANEOUS Total	40,000	40,000	536	21,910	-	18,090
REVENUE Total	40,000	40,000	536	21,910	-	18,090
EXPENSE						
OTHER SERVICES AND CHARGES						
436100 REP & MAINT-STRUCTURE	600,000	910,795	12,720	282,355	28,441	600,000
OTHER SERVICES AND CHARGES TOTAL	600,000	910,795	12,720	282,355	28,441	600,000
CAPITAL						
444501 COMPUTER SOFTWARE	-	259,563	-	5,738	224,177	29,649
CAPITAL Total	-	259,563	-	5,738	224,177	29,649
EXPENSE Total	600,000	1,170,358	12,720	288,092	252,618	629,649

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

	Original Budget	Revised Budget	MTD	YTD	P.O.	Available Budget
REVENUE						
CHARGES FOR SERVICES						
347610 PARKING REVENUE	120,000	120,000	8,695	98,881	-	21,119
347611 EVENTS PARKING	8,000	8,000	950	5,138	-	2,863
CHARGES FOR SERVICES Total	128,000	128,000	9,645	104,019	-	23,981
MISCELLANEOUS						
361000 INTEREST INCOME	5,000	5,000	10	506	-	4,494
MISCELLANEOUS Total	5,000	5,000	10	506	-	4,494
REVENUE Total	133,000	133,000	9,655	104,524	-	28,476
EXPENSE						
SUPPLIES						
421200 PRINTER SUPPLIES	2,000	2,000	-	870	-	1,131
421500 OFFICE SUPPLIES - FAC/PURCH	6,000	6,000	-	1,291	-	4,709
422310 CLEANING & SANITATION	100	100	-	-	-	100
SUPPLIES Total	8,100	8,100	-	2,160	-	5,940
OTHER SERVICES AND CHARGES						
431100 LEGAL SERVICES	1,000	1,000	-	-	-	1,000
431501 PARKING GARAGE CONTRACTUAL	12,000	12,000	-	10,000	-	2,000
432200 POSTAGE	500	500	-	-	-	500
432400 DATA COMMUNICATIONS	4,000	4,025	20	3,836	-	189
434201 EXCESS LIABILITY	5,000	5,000	-	5,558	-	558
436100 REP & MAINT-STRUCTURE	15,000	15,000	-	-	-	15,000
436110 CLEANING SERVICES	8,000	8,000	-	4,405	-	3,595
436200 REP & MAINT-EQUIPMENT	8,000	8,000	-	409	-	7,591
436201 REP & MAINT-HEATING & AIR	123,062	146,124	-	-	23,062	123,062
439904 BANK FEES/CREDIT CARD FEES	7,000	7,000	160	3,382	-	3,618
439905 OTHER CONTRACTUAL SERVICES	45,000	45,000	-	42,003	-	2,997
OTHER SERVICES AND CHARGES TOTAL	228,562	251,649	180	69,594	23,062	158,993
CAPITAL						
445300 CAPITAL - EQUIPMENT	242,000	242,000	-	-	-	242,000
CAPITAL Total	242,000	242,000	-	-	-	242,000
EXPENSE Total	478,662	501,749	180	71,755	23,062	406,932

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

	Original Budget	Revised Budget	MTD	YTD	P.O.	Available Budget
REVENUE						
CHARGES FOR SERVICES						
347640 SHARED SYSTEM REVENUE	-	-	1,449	11,429	-	11,429
CHARGES FOR SERVICES Total	-	-	1,449	11,429	-	11,429
REVENUE Total	-	-	1,449	11,429	-	11,429
EXPENSE						
PERSONAL SERVICES						
411000 SALARIES APPOINTED STAFF	56,824	56,824	7,120	52,383	-	4,442
413100 FICA AND MEDICARE	4,347	4,347	506	3,375	-	972
413300 PERF/INPRS	8,069	8,069	674	7,077	-	992
PERSONAL SERVICES Total	69,240	69,240	8,300	62,835	-	6,406
SUPPLIES						
421600 LIBRARY SUPPLIES	2,060	2,724	611	611	1,888	225
SUPPLIES Total	2,060	2,724	611	611	1,888	225
OTHER SERVICES AND CHARGES						
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
439930 MATERIALS CONTRACTUAL	-	2,700	-	2,656	-	44
439931 E-BOOKS	12,100	12,100	-	-	-	12,100
452002 TRANSFERS IN/OUT	-	-	-	-	-	-
OTHER SERVICES AND CHARGES TOTAL	96,946	124,846	-	100,057	-	24,789
EXPENSE Total	168,246	196,810	8,911	163,503	1,888	31,419

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

	MTD	YTD
REVENUE		
MISCELLANEOUS		
334700 GRANTS - LSTA	-	(7,998)
360000 MISCELLANEOUS REVENUE	(540)	(540)
360001 REVENUE ADJUSTMENT	-	-
361000 INTEREST INCOME	(5)	(338)
367000 FOUNDATION CONTRIBUTION	(145,940)	(1,997,191)
367002 FOUNDATIONS - DESIGNATED GIFTS	-	-
367004 OTHER GRANTS	-	(267,320)
399000 REIMBURSEMENT FOR SERVICES	-	(7,255)
MISCELLANEOUS Total	(146,485)	(2,280,642)
REVENUE Total	(146,485)	(2,280,642)
EXPENSE		
PERSONAL SERVICES		
411000 SALARIES APPOINTED STAFF	179,386	275,416
412000 SALARIES HOURLY STAFF	-	29,562
413001 LONG TERM DISABILITY INSURANCE	-	-
413100 FICA AND MEDICARE	483	3,542
413300 PERF/INPRS	601	6,308
413500 MEDICAL & DENTAL INSURANCE	16,452	24,620
413600 GROUP LIFE INSURANCE	-	-
PERSONAL SERVICES Total	196,922	339,448
SUPPLIES		
421500 OFFICE SUPPLIES - FAC/PURCH	-	282
421600 LIBRARY SUPPLIES	-	2,112
421700 DEPARTMENT OFFICE SUPPLIES	873	148,840
SUPPLIES Total	873	151,234
OTHER SERVICES AND CHARGES		
431500 CONSULTING SERVICES	7,444	35,900
432100 FREIGHT & EXPRESS	-	-
432300 TRAVEL	-	-
432400 DATA COMMUNICATIONS	4,062	44,737
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	346,969
439907 EVENTS & PR	-	532
439910 PROGRAMMING	13,328	38,665
439911 PROGRAMMING-JUV.	1,055	30,181
439912 PROGRAMMING ADULT - CENTRAL	-	26,504

	MTD	YTD
439913 PROGRAMMING EXHIBITS - CENTRAL	-	-
439930 MATERIALS CONTRACTUAL	-	-
439934 DATABASES	-	-
OTHER SERVICES AND CHARGES Total	111,999	536,624
CAPITAL		
445100 CAPITAL - FURNITURE	-	-
445200 VEHICLES	-	-
445300 CAPITAL - EQUIPMENT	-	-
445301 COMPUTER EQUIPMENT	-	-
449000 BOOKS & MATERIALS	446,607	652,487
449100 UNPROCESSED PAPERBACK BOOKS	2,896	116,216
449200 ART & EXHIBITS	-	-
CAPITAL Total	449,502	768,703
OTHER FINANCING SRCS		
459000 REFUNDS	-	20,653
459001 UNRESTRICTED EXPENSES	-	-
OTHER FINANCING SRCS Total	-	20,653
EXPENSE Total	759,297	1,816,661

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

Construction Fund Cash Balances - Does Not Include Retainage Withheld

Fund 475 - Restricted - RFID Project	1,405.33
Fund 476 - Restricted - Michigan Road Project	7,342.37
Fund 477 - Restricted - Brightwood Project	65,616.04
Fund 478 - Restricted - Eagle Project	530,935.46
Fund 479 - Restricted - Multiple Projects	2,126,482.18
Fund 480 - Restricted - West Perry Project	5,968,958.13
Fund 481 - Restricted - Lawrence/ Wayne Projects	149,257.15
Fund 482 - Restricted - Multiple Projects II	53,400.00
Fund 472 - Construction/Foundation	0.00
Total Construction Fund Cash Balances	<u><u>8,903,396.66</u></u>

Construction Fund Classification Breakdown

Fund 475 - Restricted - RFID Project	1,405.33
Fund 476 - Restricted - Michigan Road Project	7,342.37
Fund 477 - Restricted - Brightwood Project	65,616.04
Fund 478 - Restricted - Eagle Project	530,935.46
Fund 479 - Restricted - Multiple Projects	2,126,482.18
Fund 480 - Restricted - West Perry Project	5,968,958.13
Fund 481 - Restricted - Lawrence/ Wayne Projects	149,257.15
Fund 482 - Restricted - Multiple Projects II	53,400.00
Fund 472 - Construction/Foundation - Assigned - Central	0.00
Total Construction Fund Breakdown	<u><u>8,903,396.66</u></u>

Summary of Classifications

Total Restricted	8,903,396.66
Total Assigned	0.00
Total of All Classifications	<u><u>8,903,396.66</u></u>

Summary of Project Activity

<u>PROJECT</u>	<u>* ADJUSTED ORIGINAL BUDGET</u>	<u>CURRENT MONTH</u>	<u>CURRENT YEAR</u>	<u>PROJECT TO DATE</u>	<u>OPEN P.O.</u>	<u>UNEXPENDED</u>
* Fund 475 - Restricted - RFID Project	2,000,000.00	155,580.00	262,915.53	1,998,594.67	1,250.00	155.33
* Fund 476 - Restricted - Michigan Road Project	7,719,554.17	0.00	152,439.88	7,712,211.80	521.40	6,820.97
* Fund 477 - Restricted - Brightwood Project	6,100,000.00	1,000.00	2,292,795.37	6,034,383.96	48,476.04	17,140.00
* Fund 478 - Restricted - Eagle Project	7,800,000.00	25,380.12	387,945.37	7,269,064.54	7,209.03	523,726.43
* Fund 479 - Restricted - Multiple Projects	5,000,000.00	48,084.38	833,175.78	2,873,517.82	439,906.93	1,686,575.25
* Fund 480 - Restricted - West Perry Project	9,600,000.00	946,276.97	2,756,062.37	3,631,041.87	5,868,276.03	100,682.10
* Fund 481 - Restricted - Lawrence/ Wayne Projects	3,183,628.84	124,015.74	2,992,371.69	3,034,371.69	131,267.15	17,990.00
** Fund 482 - Restricted - Multiple Projects II	53,400.00	0.00	0.00	0.00	0.00	53,400.00
Fund 472 - Major Repairs & Maintenance	3,454,070.94	0.00	13,241.56	3,454,070.94	0.00	0.00
Total Expenditures	<u><u>44,910,653.95</u></u>	<u><u>1,300,337.21</u></u>	<u><u>9,690,947.55</u></u>	<u><u>36,007,257.29</u></u>	<u><u>6,496,906.58</u></u>	<u><u>2,406,490.08</u></u>

	<u>ADJUSTED ORIGINAL BUDGET</u>	<u>CURRENT MONTH</u>	<u>CURRENT YEAR</u>	<u>PROJECT TO DATE</u>	<u>BUDGET BALANCE</u>
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



Board Action Request

6b

To: IMCPL Board **Meeting Date:** November 23, 2020
From: Finance Committee **Approved by the Library Board:**
Effective Date: November 23, 2020

Subject: – Resolution 46-2020 Approval to Sign Contracts for Basic Internet Access Services (AT&T)
Resolution 46-2020 – Approval to Sign Contracts for Managed Internet Services (CenturyLink)

Recommendation: The Board Finance Committee recommends IMCPL Board of Trustees’ approval to authorize the CEO to enter into service contracts for the Library’s basic internet access services.

Background: Current contracts for existing basic internet access services expire 6/30/2021, coinciding with the Universal Service Administrative Company (USAC) eRate plan year. The Library issued an RFP for “Basic Internet Access” August 3, 2020. In addition, the Library posted an FCC Form 470 to the USAC website to nationally open a competitive bidding process. Service providers can then review the posted FCC Form 470 information and submit bids. Nine vendors submitted proposals for providing Internet services.

To meet the goal of redundant internet services for disaster recovery purposes, the Library currently contracts with two different internet providers, one installed at LSC and the other at Central Library. Based on a review of the proposals submitted, Information Technology recommends as follows: (i) that AT&T be contracted to provide internet services terminated at Central Library, for a term of 36 months at \$1,507 per month, and (ii) CenturyLink, which currently provides internet services terminating at the Library Services Center, be retained to continue that service for a term of 36 months at \$1,200 a month. There is no change in vendors for either location.

Strategic/Fiscal Impact: Pricing for internet services results in a 22 percent reduction from what the Library is currently paying, while at the same time increasing bandwidth 43 percent. Total annual contracted costs are not to exceed \$18,084 for AT&T internet services, 36 month term, installed at Central Library and \$14,400 for CenturyLink internet services, 36 month term, installed at LSC.

All services have been budgeted in the 2021 Operating Budget. It is anticipated that USF eRate Funds will reimburse the Library 90 percent of the cost of all services.

In order for our telecommunications expenses to be eligible for Universal Services funds in Plan Year 24 (7/1/21 to 6/30/22), the Library must have approved contracts in place no later than March 1, 2021.



Board Resolution

6b

INDIANAPOLIS-MARION COUNTY PUBLIC LIBRARY RESOLUTION 46-2020

APPROVAL TO SIGN CONTRACTS FOR BASIC INTERNET ACCESS SERVICES (AT&T)

November 23, 2020

The Library Board of Trustees (“Board”) of the Indianapolis-Marion County Public Library (“Library”) met at a duly called and authorized meeting of the Board held on the date set forth below, and the following resolution was made and adopted by a majority of those present at the meeting, which constituted a legal quorum of the Board.

WHEREAS, the Library utilizes and continues to require basic internet access services for library operations, and deems it prudent to utilize more than one internet provider to meet the goal of having redundant internet services for disaster recovery purposes; and

WHEREAS, the Library must meet the Universal Services guidelines to be eligible for eRate funding for Plan Year 24 (July 1, 2021 through June 30, 2022), and pursuant to that schedule, the Library staff solicited competitive proposals for basic internet access terminating at the Library Service Center and Central Library, and received proposals from nine vendors; and

WHEREAS, based on a review of the proposals, Library staff has determined AT&T to be one of the lowest, responsive and responsible proponents, and recommends the Library Board award a contract to AT&T for basic internet access services installed at the Central Library.

IT IS THEREFORE RESOLVED that the Board approves the signing of the 36-month Contract with AT&T for Basic Internet Access Services installed at the Central Library and authorizes the Chief Executive Officer of the Library to enter into an agreement with AT&T for the services for a total cost not to exceed \$54,252 over the 36 month term, and upon such other terms as the Chief Executive Officer deems necessary or advisable (based on the recommendations of Library legal counsel), and any such agreement execution and delivery effected, be, and hereby is, confirmed and approved.

DATED this ____ day of _____, 2020 .



Board Resolution

6b

INDIANAPOLIS-MARION COUNTY PUBLIC LIBRARY RESOLUTION 46-2020

APPROVAL TO SIGN CONTRACTS FOR BASIC INTERNET ACCESS SERVICES (CENTURYLINK)

November 23, 2020

The Library Board of Trustees (“Board”) of the Indianapolis-Marion County Public Library (“Library”) met at a duly called and authorized meeting of the Board held on the date set forth below, and the following resolution was made and adopted by a majority of those present at the meeting, which constituted a legal quorum of the Board.

WHEREAS, the Library utilizes and continues to require basic internet access services for library operations, and deems it prudent to utilize more than one internet provider to meet the goal of having redundant internet services for disaster recovery purposes; and

WHEREAS, the Library must meet the Universal Services guidelines to be eligible for eRate funding for Plan Year 24 (July 1, 2021 through June 30, 2022), and pursuant to that schedule, the Library staff solicited competitive proposals for basic internet access terminating at the Library Service Center and Central Library, and received proposals from six vendors; and

WHEREAS, based on a review of the proposals, Library staff has determined CenturyLink to be one of the lowest, responsive and responsible proponents, and recommends the Library Board award a contract to CenturyLink for basic internet access services installed at the Library Services Center.

IT IS THEREFORE RESOLVED that the Board approves the signing of the 36-month Contract with CenturyLink for Basic Internet Access Services installed at the Library Services Center and authorizes the Chief Executive Officer of the Library to enter into an agreement with CenturyLink for the services for a total cost not to exceed \$43,200 over the 36 month term, and upon such other terms as the Chief Executive Officer deems necessary or advisable (based on the recommendations of Library legal counsel), and any such agreement execution and delivery effected, be, and hereby is, confirmed and approved.

DATED this ____ day of _____, 2020.



Board Action Request

7a

To: IMCPL Board **Meeting Date:** November 23, 2020

From: Diversity, Policy and Human Resources Committee

**Approved by the
Library Board:**

Effective Date: November 23, 2020

Subject: Approval of Resolution 47 – 2020 Approving Policy Changes Eliminating “Per Day” Late Fines and Waiving Historical Fines and Extension of the Expiration Date of the Temporary Personal Leave Policy Amendment from December 31, 2020 to May 31, 2021.

Recommendation: Approve Resolution 47 – 2020 Approving Policy Changes Eliminating “Per Day” Late Fines and Waiving Historical Fines and Personal Leave Policy Temporary Amendment Extension of the Expiration Date from December 31, 2020 to May 31, 2021.

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.

The Library added a temporary amendment to Policy 238 Personal Leave to provide leave time to employees with children in virtual school due to Covid-19 pandemic restrictions. This leave availability was set to expire December 31, 2020 however with the current pandemic conditions we would like to extend the expiration date of this temporary policy amendment from December 31, 2020 to May 31, 2021.

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.

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.

There is no additional Strategic/Fiscal Impact of the temporary policy amendment change for 2021.



Board Resolution

7a

**INDIANAPOLIS-MARION COUNTY PUBLIC LIBRARY
RESOLUTION 47-2020
APPROVAL OF POLICY CHANGES FOR ELIMINATION OF FINES AND
EXTENSION OF TEMPORARY PERSONAL LEAVE POLICY**

November 23, 2020

WHEREAS, the Library has conducted a review of the of the Policy Manual policies regarding per day late fines; and the temporary amendment to the Personal Leave policy regarding Covid-19 related childcare; and

WHEREAS, the Diversity, Policy and Human Resource Committee recommends additional, minor revisions to the Policy Manual for purposes of revising and eliminating “per day” late fines and waiving historical fines; and to extend the expiration date of the temporary amendment to the Personal Leave policy regarding Covid-19 related childcare from December 31, 2020 to May 31, 2021; and

WHEREAS, the Board of Trustees of the Indianapolis-Marion County Public Library has reviewed the proposed policy changes in the form attached to this Resolution; and

WHEREAS, the Board of Trustees of the Indianapolis-Marion County Public Library determines that these policy changes are consistent with the values of the Library and will promote and advance the mission and operations of the Library as a taxpayer supported public entity.

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

121.31 Collection of Fees, Fines and Materials

The Board may authorize the Treasurer to pursue the collection of fees, ~~fin~~es and materials owed to IMCPL. As approved by the Board in Resolution 44-2005 on April 21, 2005. IC 36-12-3-18.

124 FEES

The Board may establish fees or charges for services and the use of space and assess ~~fin~~es or penalties for the loss of, damage to or failure to return Library property or materials per IC 36-12-2-25. The schedule of fees may be reviewed on an annual basis.

211.4 Fines

Employees shall pay all ~~overdue fin~~es fees and penalties under the same rules as the public. Under no circumstances may employees alter or waive ~~fin~~es fees or penalties on their personal records or those of their family and acquaintances. Staff members cannot:

- Cancel their own items on hold by personally checking in the hold. The public on-line catalog, or another staff person, must be used for this transaction.
- Update their personal information (address, e-mail, telephone number, etc.) in their library card account. This must be handled by another staff member.
- Place holds on library materials on their own account. The public on-line catalog, or another staff person, must be used for this transaction.
- Renew materials in the staff circulation software module on their own account. The public on-line catalog, or another staff person, must be used for this transaction.
- Make financial adjustments such as payments, waivers and adjustments in their own account, or accounts belonging to members of their family. This must be handled by another staff member.
- Clear charges for returned materials in their own accounts.

507 LOAN OF LIBRARY MATERIAL

Materials are available for loan to residents of the Library district without charge and to other such individuals who meet qualifications established by the Board and as authorized by statute. Library card application procedures, including identification requirements, loan limits, fees and penalties ~~fin~~es, are published in print and on the website. A manual of circulation procedures is maintained for staff instruction and referral.

511 OVERDUE ITEMS

The borrower is responsible for either renewing or returning all materials borrowed from the Library on or before the due date. Those who retain Library materials beyond the date due ~~will~~ may incur fines at a rate determined by the Board. Material becomes overdue the day after the due date and is documented in the borrower's account. Electronic titles in the Library's online collection automatically expire at the end of their loan period and no fines are charged for these services.

512 COLLECTION OF FINES AND FEES

Borrowers pay for fees or penalties ~~fin~~es online or in person. Borrower accounts are blocked to prevent further circulation of material when the amount owed in ~~fin~~es and/or fees or penalties reaches a designated amount. The Library provides notification of overdue accounts if the telephone or email contact information on file is up to date. A collection agency is used by the Library to recover materials and overdue accounts exceeding a designated balance, and a fee is charged to the account to recoup the cost.

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.

Approved October 28, 2019

Notwithstanding anything foregoing to the contrary, this Personal Leave Policy is amended as follows for the period until ~~December 31, 2020~~ May 31, 2021.

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 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 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.

Approved August 24, 2020

121.31 Collection of Fees, Fines and Materials

The Board may authorize the Treasurer to pursue the collection of fees and materials owed to IMCPL. As approved by the Board in Resolution 44-2005 on April 21, 2005. IC 36-12-3-18.

124 FEES

The Board may establish fees or charges for services and the use of space and assess penalties for the loss of, damage to or failure to return Library property or materials per IC 36-12-2-25. The schedule of fees may be reviewed on an annual basis.

211.4 Fines

Employees shall pay all fees and penalties under the same rules as the public. Under no circumstances may employees alter or waive fees or penalties on their personal records or those of their family and acquaintances. Staff members cannot:

- Cancel their own items on hold by personally checking in the hold. The public on-line catalog, or another staff person, must be used for this transaction.
- Update their personal information (address, e-mail, telephone number, etc.) in their library card account. This must be handled by another staff member.
- Place holds on library materials on their own account. The public on-line catalog, or another staff person, must be used for this transaction.
- Renew materials in the staff circulation software module on their own account. The public on-line catalog, or another staff person, must be used for this transaction.
- Make financial adjustments such as payments, waivers and adjustments in their own account, or accounts belonging to members of their family. This must be handled by another staff member.
- Clear charges for returned materials in their own accounts.

507 LOAN OF LIBRARY MATERIAL

Materials are available for loan to residents of the Library district without charge and to other such individuals who meet qualifications established by the Board and as authorized by statute. Library card application procedures, including identification requirements, loan limits, fees and penalties, are published in print and on the website. A manual of circulation procedures is maintained for staff instruction and referral.

511 OVERDUE ITEMS

The borrower is responsible for either renewing or returning all materials borrowed from the Library on or before the due date. Those who retain Library materials beyond the date due may incur fines at a rate determined by the Board. Material becomes overdue the day after the due date and is documented in the borrower's account. Electronic titles in the Library's online collection automatically expire at the end of their loan period and no fines are charged for these services.

512 COLLECTION OF FINES AND FEES

Borrowers pay for fees or penalties online or in person. Borrower accounts are blocked to prevent further circulation of material when the amount owed in fees or penalties reaches a designated amount. The Library provides notification of overdue accounts if the telephone or email contact information on file is up to date. A collection agency is used by the Library to recover materials and overdue accounts exceeding a designated balance, and a fee is charged to the account to recoup the cost.

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.

Approved October 28, 2019

Notwithstanding anything foregoing to the contrary, this Personal Leave Policy is amended as follows for the period until May 31, 2021.

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 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 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.

Approved August 24, 2020



Board Action Request

7b

To: IMCPL Board **Meeting Date:** November 23, 2020
From: Diversity, Policy and HR Committee **Approved by the Library Board:**
Effective Date: November 23, 2020
Subject: Approval of Resolution 48-2020 Adopting a Schedule of Pay Grades, Staff Positions, and Benefits for Library Employees.

Recommendation: We recommend that the Library Board approve Resolution 48-2020 (Resolution Adopting a Schedule of Pay Grades, Staff Positions and Benefits for Library Employees).

Background: Resolution 48-2020 is a routine procedural document that approves the bi-weekly salaries, staff positions and benefits for Library employees for the next year.

The following information reflects some changes appearing on the 2020 Salary Schedule.

- **New Positions:**
 - CBLC Multimedia Project Manager (2-yr Diversity Fellowship) PG 9
 - Social Worker PG 9
- **Position Reclassifications**
 - Dir., Public Services PG 17 to Chief Public Services Officer PG 18

Strategic/Fiscal Impact: The financial impact has already been accounted for in the budget for 2021

INDIANAPOLIS-MARION COUNTY PUBLIC LIBRARY

RESOLUTION 48-2020

RESOLUTION ADOPTING A SCHEDULE OF PAY GRADES, STAFF POSITIONS
AND BENEFITS FOR LIBRARY EMPLOYEES

RESOLVED, that Resolution 39-2019 approved by this Board of Trustees (“Board”) on November 25, 2019 adopting a schedule of library staff positions and pay grades, page and hourly salary rates, and establishing special regulations and benefits for library employees on the staff of the Indianapolis-Marion County Public Library, be, and the same hereby is, replaced and superseded by this Resolution effective for 2021 except as otherwise herein provided.

FURTHER RESOLVED, that the provisions of this Resolution adopting a schedule of pay grades, staff positions and benefits for Library employees shall apply to all appropriate or eligible employees of the Library as provided herein except as may be otherwise provided for (i) bargaining unit employees of the library in a collective bargaining agreement that may be entered into between the library administration and AFSCME Local 3395 and approved by the Board, or (ii) staff members and employees not represented by AFSCME Local 3395, in the “Joint Written Recommendations Submitted by the Indianapolis-Marion County Public Library and the IMCPL Staff Association Compensation Committee (SACC) to the IMCPL Board of Trustees,” as previously approved by the Board and as may be amended by the parties and subsequently approved by the Board.

FURTHER RESOLVED, that, any Pay Structure adjustments, pay grades and compensation ranges to become effective the first pay period of 2021 are subject to the subsequent availability of Board funds for such purposes, and the provisions of this resolution involving monetary expenditures may be rescinded at any time by action of this Board.

FURTHER RESOLVED, that any library employee who is called for jury duty, either grand or petit, shall, during the period of his or her absence on account of such jury service, be paid his or her full regular salary or wage less the per diem allowances earned by such employee for jury duty.

FURTHER RESOLVED, that any library employee who is called for reserve military active duty training, will be granted time, not to exceed 15 calendar days in any calendar year, and will be paid his or her full regular wage.

FURTHER RESOLVED, that subject to those personnel policies and benefit descriptions outlined in the Human Resources Section of the Policy Manual, as may be amended, the following special regulations and benefits for exempt and non-exempt employees on the staff of the Indianapolis-Marion County Public Library are hereby continued or established, viz.:

CERTIFICATION – An appropriate grade of certification, as established by the Indiana Library Certification Law and as administered by the Indiana Library Certification Board, is assigned to each Librarian and Public Services Associate position. The employees holding those positions, for which a grade of certification is required, must qualify for and hold that grade of certification as designated for the position, in addition to those educational and experience requirements needed to fill the position. Employees will not be assigned to Librarian or Public Services Associate positions for which they do not hold the necessary educational requirements and the proper grade of certification, except as provided in the Policy Manual regarding acting appointments or as otherwise authorized by applicable law or regulation.

HOURS OF WORK – Individuals are employed for system-wide assignment and may be asked to work any hours the library system is open. Full-time employees work a standard work week of 40 hours, usually divided into five standard work days of 8 hours each from Sunday through Saturday, and may include 2 evening schedules per work week. An evening schedule is determined when any standard day includes two or more hours worked after 5:30 P.M. When a non-exempt employee is scheduled for evening duty, the standard work day will include a 30-minute paid dinner break except as otherwise provided by personnel policies in the Human Resources Section of the Policy Manual. When a non-exempt employee works a split shift the employee will be given credited time consistent with policies in Human Resources Section of the Policy Manual. All hours worked in excess of 40 hours per work week by non-exempt staff will be paid at the rate of time and one-half the normal rate of pay. Staff members scheduled to work on those holidays when the Library is closed will be compensated at the rate of double time.

HOLIDAYS –All sections of the Library (with the exception of the Children’s Museum) are closed on New Year’s Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day and Personal Holiday and are all designated paid holidays for Library employees. Benefit-eligible employees will receive one personal holiday, 8 hours, pro-rated for part-time, to be used during the calendar year. A personal holiday must be pre-scheduled and approved by the employee’s manager. Employee’s personal holiday will not carry over. It must be used during the calendar year it is given and if not used by the employee it is forfeited for that year. Any change in status after use of one’s personal holiday, i.e., part-time to full-time, will not during the same year as the change of status receive additional hours. Easter Sunday and the Saturday and Sunday before Memorial Day are days the Library is closed to the public. For the days the Library is closed and not designated as holidays, there will be no additional credited time other than the credited time granted for the holidays themselves (i.e. the week of December 23rd will be 24 regular hours worked; the week of December 30th will be a 32 hour work week, and the week after Labor Day would be 32

regular hours worked for full time staff and an appropriate prorated amount for part-time staff).

PAID TIME OFF – Paid Time Off (PTO) is a single bank of accrued time a benefit-eligible employee uses for both scheduled and unscheduled time away from work for personal reasons, vacation and illness as stated in Policy 236.

New hires who are benefit eligible will be credited with 40 hours of PTO (or appropriate prorated amount for part-time staff). This PTO will be advanced to the employee before he/she has worked hours to earn the PTO. PTO does not begin to accrue until the benefit-eligible employee has worked a sufficient number of hours to “repay” the PTO advance. If the employee resigns or is terminated after taking PTO that he/she has not yet earned, the employee will be responsible to repay to the Library the value of the unearned PTO taken prior to resignation or termination. All steps will be taken to re-coup any losses.

Although employees may carry over accrued, unused PTO time from year to year, there is a cap on the amount of PTO time that can be accumulated. Once an employee reaches the cap, no additional PTO will be accrued until the balance goes below the cap in which case PTO will again begin to accrue. Employees will not receive retroactive credit for time worked while at the cap limit. PTO accrual is capped at 480 hours for staff employed prior to the effective date of the PTO policy and 240- hours for staff hired or rehired on or after the effective date of the PTO policy (2/5/17).

Retired staff members who already have coverage under the Library’s group health and dental plan and staff members newly retired on or before December 31, 2015, will continue to have access to the Library’s group health and dental plan until they become eligible for Medicare benefits. The entire cost of such coverage will be assumed by the retiree. Staff members newly retired on or after January 1, 2016, will not have access to the Library’s group health and dental plan.

HEALTH-ACCIDENT INSURANCE – Health insurance is available through Anthem Blue Cross-Blue Shield. Benefit eligible employees have two (2) Consumer Driven Health plans (CDHP Option 1 or CDHP Option 2) from which to choose coverage. The Library currently pays up to approximately 90% of the cost for the Employee Only coverage and up to approximately 60% of the additional cost to add dependents and spouses to the coverage (or an appropriate prorated amount for part-time staff) for those staff enrolled in either CDHP. Both plan descriptions are on file in Human Resources.

For 2021, employees enrolled in CDHP Option 1 and have a health savings account will receive a one-time library contribution of \$500.00 for employee only coverage and \$1300.00 for employee/spouse, employee/children or family coverage. For 2021, employees enrolled in CDHP Option 2 and have a health savings account will receive a one-time library contribution of \$925.00 for employee only coverage and \$2000.00 for employee/spouse, employee/children or family coverage. Part-time employees will receive a pro-rated contribution.

Staff members on leaves of absence may continue participation in the group health plan. Staff members on leaves of absence not subject to the Family and Medical Leave Act will pay the entire insurance premium with the exception of employees approved to use the temporary leave amendment in the Policy 238 Personal Leave for Covid-19 related childcare will only be required to pay the employee share of benefits costs.

DENTAL INSURANCE - Benefit eligible employees may elect to participate in the dental plan. The Library will pay a portion of the coverage cost for full-time employees and added dependents. For part-time benefit eligible employees the Library will pay an appropriate pro-rated amount of the premium based on the schedule of the staff member.

INJURY LEAVE - Employees who cannot work because of an injury occurring while on duty, may choose to use accrued, unused PTO or Individual Catastrophic Account (CAT) hours for missed work days. If the injury is approved as a legitimate Worker's Compensation covered injury, the employee may request a return of 66 and 2/3rd of used accrued time for days covered by Worker's Compensation upon reimbursing the Library for the used accrued time.

LIFE INSURANCE - Group term insurance is available to all benefit eligible employees. The life insurance schedule for all benefit eligible employees is one times an employee's annual salary as of January 1st of each year, rounded to the next higher 1,000 or \$15,000, whichever is greater. Full time benefit eligible employees contribute \$9.10 per year towards this premium with part-time staff members contributing an appropriate prorated amount.

The Library also offers a Voluntary Term Life or Group Life Insurance plan through Guardian Insurance Company and a Voluntary Universal Life Insurance Plan through American United Life Insurance Company on a payroll deduction basis to supplement the Basic Group Life Plan offered above.

DISABILITY INSURANCE – Group short-term disability insurance is offered on a voluntary basis. The plan begins paying benefits on the 15th day of disability to a maximum of 24 weeks. Premium deductions per pay are based on ...59 per \$10 of weekly benefit based on 66 and 2/3% of the employee's weekly salary.

Long-term disability insurance is provided to all benefit eligible staff by the Library. The plan pays benefits after 6 months of disability and continues until the employee is able to return to work or eligible to retire under Social Security. The benefits paid are 66 and 2/3% of the employee's salary.

TAX DEFERRED ANNUITIES – These are available through American United Life Insurance Companies on a payroll deduction basis. With the Tax Deferred annuity plan, a contract is initiated between the employer and the employee for a reduction in bi-weekly salary by the amount which the employee specifies should be contributed to the plan. Federal, State and Local Income Taxes are paid only on the remaining amount.

FIDELITY INVESTMENTS – Investments in mutual funds for retirement savings are available through Fidelity Investments. With these mutual funds, a contract is initiated between Fidelity and the employee for a reduction in salary by the amount which the employee specifies should be contributed to the plan. Federal, State and Local Income Taxes are paid on the remaining amount.

P.E.R.F. (Retirement Plan) – All benefit eligible employees are required to join the Public Employee’s Retirement Fund of Indiana. With a minimum of 10 years of creditable service, a member is eligible for retirement at 65. With 15 years of service, earlier retirement is possible. As provided by IC 5-10.3-7-9 the Library will pay the employees’ required 3% contribution to the Public Employees’ Retirement Fund Annuity Savings Account. In addition, the Library contribution to the pension plan in 2021 is the equivalent of 11.2% of the total gross earnings of those participating.

DEATH BENEFIT – Upon the demise of any employee, payment for accrued annual leave will be made to the survivors or to the estate.

TUITION ASSISTANCE – The Library offers a tuition assistance program to employees who are pursuing an additional job related degree. The assistance is limited to an annual maximum of \$2,000.00 for course work completed at a grade level of 3.0 or above on a 4.0 scale by an employee. Allocation of funds will be prioritized based on institutional goals and available funding.

The Library offers financial assistance to employees who are in a position requiring a Professional Certification. The assistance is limited to a maximum total of \$750.00 for course work completed toward achieving the initial Certification requirement. Allocation of funds will be prioritized on successful course completion, passing a pass/fail course or achieving a grade point of 3.0 or higher on a 4.0 scale, institutional goals and available funding. Employees not meeting required criteria for financial assistance will not receive assistance from IndyPL and be solely responsible for all costs owed to the course provider.

Only employees who have successfully completed the probationary period, have a performance rating of “Good Performance” on their most recent performance evaluation and are either in regularly scheduled benefit eligible positions or regularly scheduled non-benefit eligible positions requiring Indiana State Library certification are eligible for tuition assistance.

FLEXIBLE BENEFIT PLAN – The Library has adopted a Section 125 Flexible Benefit Plan. Under this program, benefit eligible staff members are required to pay their portion of health and dental insurance premiums on a pre-tax basis. They may also elect to establish Medical and Dependent Care Reimbursement Accounts in order that these expenses may, too, be reimbursed with pre-tax dollars.

EMPLOYEE ASSISTANCE PROGRAM – Library staff members, and members of their immediate families, may utilize the services of the Employee Assistance Program. There is no charge to staff members for this service. This counseling and

referral service is designed to assist employees and their families in overcoming personal problems.

VISION PLAN – A voluntary vision plan through Guardian is available on a payroll deduction basis to all benefits eligible staff.

IDENTITY THEFT AND/OR LEGAL PLAN - The Library offers a voluntary group legal and/or identity theft protection through Pre-Paid Legal Services, Inc. These plans cover the employee, his/her spouse, and any minor children and/or dependents residing in the employee's household.

CAREER SERVICE BENEFIT – A Career Service Benefit will be given to a staff member upon retirement. A staff member would be paid an amount equal to their accumulated CAT hours in excess of 160 hours at a rate of one hour of pay for two hours sick leave. The maximum number of hours paid under this benefit will be 160.

**IMCPL
2021 PAY STRUCTURE**

Job Title	Pay Grade	Min	Hourly Min	Midpoint	Hourly Mid	Max	Hourly Max
Chief Executive Officer	19	\$123,250	\$59.25	\$154,063	\$74.06	\$184,875	\$88.88
Chief Financial Officer	18	\$102,708	\$49.37	\$128,385	\$61.72	\$154,062	\$74.06
Chief Public Services Officer	18	\$102,708	\$49.37	\$128,385	\$61.72	\$154,062	\$74.06
Director, Information Technology	17	\$95,542	\$45.93	\$119,428	\$57.41	\$143,313	\$68.90
Director, Collection Management	17	\$95,542	\$45.93	\$119,428	\$57.41	\$143,313	\$68.90
Director, Communications	17	\$95,542	\$45.93	\$119,428	\$57.41	\$143,313	\$68.90
Director, Facilities	17	\$95,542	\$45.93	\$119,428	\$57.41	\$143,313	\$68.90
Director, Human Resources	17	\$95,542	\$45.93	\$119,428	\$57.41	\$143,313	\$68.90
Diversity and Inclusion Officer	16	\$79,618	\$38.27	\$99,523	\$47.84	\$119,428	\$57.41
Strategic Planning and Assessment Officer	16	\$79,618	\$38.27	\$99,523	\$47.84	\$119,428	\$57.41
Controller	15	\$69,233	\$33.28	\$86,542	\$41.60	\$103,850	\$49.92
Manager, Data & Web Services	15	\$69,233	\$33.28	\$86,542	\$41.60	\$103,850	\$49.92
Manager, Facilities Projects	15	\$69,233	\$33.28	\$86,542	\$41.60	\$103,850	\$49.92
Manager, Organizational Learning and Development	15	\$69,233	\$33.28	\$86,542	\$41.60	\$103,850	\$49.92
Manager, PC & Communications	15	\$69,233	\$33.28	\$86,542	\$41.60	\$103,850	\$49.92
Manager, Systems and Network Infrastructure	15	\$69,233	\$33.28	\$86,542	\$41.60	\$103,850	\$49.92
Area Resource Manager, Adult Services	14	\$64,403	\$30.96	\$80,504	\$38.70	\$96,605	\$46.44
Area Resource Manager, Branches	14	\$64,403	\$30.96	\$80,504	\$38.70	\$96,605	\$46.44
Area Resource Manager, Central Library	14	\$64,403	\$30.96	\$80,504	\$38.70	\$96,605	\$46.44
Area Resource Manager, Youth Services	14	\$64,403	\$30.96	\$80,504	\$38.70	\$96,605	\$46.44
Manager, Payroll	14	\$64,403	\$30.96	\$80,504	\$38.70	\$96,605	\$46.44
Manager, Acquisitions and Collection Development	13	\$59,910	\$28.80	\$74,888	\$36.00	\$89,865	\$43.20
Manager, Cataloging and Metadata	13	\$59,910	\$28.80	\$74,888	\$36.00	\$89,865	\$43.20
Manager, Central Adult Services	13	\$59,910	\$28.80	\$74,888	\$36.00	\$89,865	\$43.20
Manager, Regional Branch	13	\$59,910	\$28.80	\$74,888	\$36.00	\$89,865	\$43.20
Manager, Shared Systems	13	\$59,910	\$28.80	\$74,888	\$36.00	\$89,865	\$43.20
Database Administrator	12	\$55,730	\$26.79	\$69,663	\$33.49	\$83,595	\$40.18
Lan Administrator	12	\$55,730	\$26.79	\$69,663	\$33.49	\$83,595	\$40.18
Manager, Buildings and Grounds	12	\$55,730	\$26.79	\$69,663	\$33.49	\$83,595	\$40.18
Manager, Community Branch	12	\$55,730	\$26.79	\$69,663	\$33.49	\$83,595	\$40.18
Manager, Digital Projects	12	\$55,730	\$26.79	\$69,663	\$33.49	\$83,595	\$40.18
Manager, Events	12	\$55,730	\$26.79	\$69,663	\$33.49	\$83,595	\$40.18
Manager, Outreach	12	\$55,730	\$26.79	\$69,663	\$33.49	\$83,595	\$40.18
Manager, Support Programs and Volunteer Resources	12	\$55,730	\$26.79	\$69,663	\$33.49	\$83,595	\$40.18
Network Systems Analyst	12	\$55,730	\$26.79	\$69,663	\$33.49	\$83,595	\$40.18
Senior Accountant	12	\$55,730	\$26.79	\$69,663	\$33.49	\$83,595	\$40.18
Software Engineer	12	\$55,730	\$26.79	\$69,663	\$33.49	\$83,595	\$40.18
Supervisor, Accounting	12	\$55,730	\$26.79	\$69,663	\$33.49	\$83,595	\$40.18
Budget Analyst	11	\$51,842	\$24.92	\$64,803	\$31.15	\$77,763	\$37.38
Business Analyst	11	\$51,842	\$24.92	\$64,803	\$31.15	\$77,763	\$37.38
Collection Development Librarian	11	\$51,842	\$24.92	\$64,803	\$31.15	\$77,763	\$37.38
Digital Marketing Specialist	11	\$51,842	\$24.92	\$64,803	\$31.15	\$77,763	\$37.38
Digital Projects Coordinator	11	\$51,842	\$24.92	\$64,803	\$31.15	\$77,763	\$37.38
Electronic Resources Librarian	11	\$51,842	\$24.92	\$64,803	\$31.15	\$77,763	\$37.38
Front End Web Developer	11	\$51,842	\$24.92	\$64,803	\$31.15	\$77,763	\$37.38
Human Resources Generalist	11	\$51,842	\$24.92	\$64,803	\$31.15	\$77,763	\$37.38
Indy Library Store Coordinator	11	\$51,842	\$24.92	\$64,803	\$31.15	\$77,763	\$37.38
Media Specialist	11	\$51,842	\$24.92	\$64,803	\$31.15	\$77,763	\$37.38
Manager, Central Services	11	\$51,842	\$24.92	\$64,803	\$31.15	\$77,763	\$37.38
Manager, Circulation	11	\$51,842	\$24.92	\$64,803	\$31.15	\$77,763	\$37.38
Manager, Digital Encyclopedia	11	\$51,842	\$24.92	\$64,803	\$31.15	\$77,763	\$37.38
Manager, Learning Curve	11	\$51,842	\$24.92	\$64,803	\$31.15	\$77,763	\$37.38
Manager, Neighborhood Branch	11	\$51,842	\$24.92	\$64,803	\$31.15	\$77,763	\$37.38
Manager, Processing	11	\$51,842	\$24.92	\$64,803	\$31.15	\$77,763	\$37.38
PC/Lan Specialist	11	\$51,842	\$24.92	\$64,803	\$31.15	\$77,763	\$37.38

Job Title	Pay Grade	Min	Hourly Min	Midpoint	Hourly Mid	Max	Hourly Max
Program Specialist	11	\$51,842	\$24.92	\$64,803	\$31.15	\$77,763	\$37.38
Project Manager	11	\$51,842	\$24.92	\$64,803	\$31.15	\$77,763	\$37.38
Public Relations Specialist	11	\$51,842	\$24.92	\$64,803	\$31.15	\$77,763	\$37.38
Safety and Security Officer	11	\$51,842	\$24.92	\$64,803	\$31.15	\$77,763	\$37.38
Special Collections Librarian	11	\$51,842	\$24.92	\$64,803	\$31.15	\$77,763	\$37.38
Staff Accountant	11	\$51,842	\$24.92	\$64,803	\$31.15	\$77,763	\$37.38
Venue Coordinator	11	\$51,842	\$24.92	\$64,803	\$31.15	\$77,763	\$37.38
Volunteer Engagement Specialist	11	\$51,842	\$24.92	\$64,803	\$31.15	\$77,763	\$37.38
Web Developer	11	\$51,842	\$24.92	\$64,803	\$31.15	\$77,763	\$37.38
Facilities Technical Assistant	10	\$48,225	\$23.18	\$60,282	\$28.98	\$72,338	\$34.77
Supervisor, Computer Instruction	10	\$48,225	\$23.18	\$60,282	\$28.98	\$72,338	\$34.77
Supervisor Librarian	10	\$48,225	\$23.18	\$60,282	\$28.98	\$72,338	\$34.77
Supervisor Librarian NE	10	\$48,225	\$23.18	\$60,282	\$28.98	\$72,338	\$34.77
Web Content Specialist	10	\$48,225	\$23.18	\$60,282	\$28.98	\$72,338	\$34.77
Cataloging and Metadata Librarian	9	\$44,860	\$21.56	\$56,075	\$26.95	\$67,290	\$32.35
Circulation Supervisor II	9	\$44,860	\$21.56	\$56,075	\$26.95	\$67,290	\$32.35
Diversity Fellow	9	\$44,860	\$21.56	\$56,075	\$26.95	\$67,290	\$32.35
Diversity Fellow - CBLC Multi-Media Project Manager	9	\$44,860	\$21.56	\$56,075	\$26.95	\$67,290	\$32.35
Executive Assistant	9	\$44,860	\$21.56	\$56,075	\$26.95	\$67,290	\$32.35
Metadata Specialist	9	\$44,860	\$21.56	\$56,075	\$26.95	\$67,290	\$32.35
Organizational Learning & Development Coordinator	9	\$44,860	\$21.56	\$56,075	\$26.95	\$67,290	\$32.35
Project Coordinator	9	\$44,860	\$21.56	\$56,075	\$26.95	\$67,290	\$32.35
Public Services Librarian	9	\$44,860	\$21.56	\$56,075	\$26.95	\$67,290	\$32.35
Public Services Librarian NE	9	\$44,860	\$21.56	\$56,075	\$26.95	\$67,290	\$32.35
Purchasing Agent	9	\$44,860	\$21.56	\$56,075	\$26.95	\$67,290	\$32.35
Social Worker	9	\$44,860	\$21.56	\$56,075	\$26.95	\$67,290	\$32.35
Supervisor, Building Systems	9	\$44,860	\$21.56	\$56,075	\$26.95	\$67,290	\$32.35
Supervisor, Shipping and Receiving	9	\$44,860	\$21.56	\$56,075	\$26.95	\$67,290	\$32.35
Circulation Supervisor I	8	\$41,730	\$20.06	\$52,163	\$25.07	\$62,595	\$30.09
Circulation Supervisor I NE	8	\$41,730	\$20.06	\$52,163	\$25.07	\$62,595	\$30.09
Network PC Technician	8	\$41,730	\$20.06	\$52,163	\$25.07	\$62,595	\$30.09
Accounting Assistant	7	\$38,819	\$18.66	\$48,524	\$23.32	\$58,229	\$27.99
Activity Guide	7	\$38,819	\$18.66	\$48,524	\$23.32	\$58,229	\$27.99
Administrative Assistant II	7	\$38,819	\$18.66	\$48,524	\$23.32	\$58,229	\$27.99
Auditorium Technician	7	\$38,819	\$18.66	\$48,524	\$23.32	\$58,229	\$27.99
Artist-in-Residence	7	\$38,819	\$18.66	\$48,524	\$23.32	\$58,229	\$27.99
Hourly Auditorium Assistant	7	\$38,819	\$18.66	\$48,524	\$23.32	\$58,229	\$27.99
Payroll Specialist	7	\$38,819	\$18.66	\$48,524	\$23.32	\$58,229	\$27.99
Technical Support Assistant	7	\$38,819	\$18.66	\$48,524	\$23.32	\$58,229	\$27.99
Accounts Payable Assistant	6	\$36,111	\$17.36	\$45,139	\$21.70	\$54,167	\$26.04
Administrative Assistant I	6	\$36,111	\$17.36	\$45,139	\$21.70	\$54,167	\$26.04
Gift & Grant Specialist	6	\$36,111	\$17.36	\$45,139	\$21.70	\$54,167	\$26.04
Hourly Activity Guide	6	\$36,111	\$17.36	\$45,139	\$21.70	\$54,167	\$26.04
Hourly Public Services Specialist	6	\$36,111	\$17.36	\$45,139	\$21.70	\$54,167	\$26.04
Indy Library Store Assistant Coordinator	6	\$36,111	\$17.36	\$45,139	\$21.70	\$54,167	\$26.04
Public Services Associate II	6	\$36,111	\$17.36	\$45,139	\$21.70	\$54,167	\$26.04
Public Services Associate II - Outreach	6	\$36,111	\$17.36	\$45,139	\$21.70	\$54,167	\$26.04
Serials Specialist	6	\$36,111	\$17.36	\$45,139	\$21.70	\$54,167	\$26.04
Building Steward	5	\$33,592	\$16.15	\$41,990	\$20.18	\$50,388	\$24.22
Cataloging Assistant	5	\$33,592	\$16.15	\$41,990	\$20.18	\$50,388	\$24.22
Control Room Technician	5	\$33,592	\$16.15	\$41,990	\$20.18	\$50,388	\$24.22
Hourly Indy Library Store Online Bookseller	5	\$33,592	\$16.15	\$41,990	\$20.18	\$50,388	\$24.22
Hourly Public Services Associate I	5	\$33,592	\$16.15	\$41,990	\$20.18	\$50,388	\$24.22
Lead Office Assistant	5	\$33,592	\$16.15	\$41,990	\$20.18	\$50,388	\$24.22
Library Assistant III	5	\$33,592	\$16.15	\$41,990	\$20.18	\$50,388	\$24.22
Order Specialist	5	\$33,592	\$16.15	\$41,990	\$20.18	\$50,388	\$24.22
Processing Assistant II	5	\$33,592	\$16.15	\$41,990	\$20.18	\$50,388	\$24.22
Bookmobile Driver/Clerk	4	\$31,248	\$15.02	\$39,060	\$18.77	\$46,872	\$22.53

Job Title	Pay Grade	Min	Hourly Min	Midpoint	Hourly Mid	Max	Hourly Max
Computer Assistant II	4	\$31,248	\$15.02	\$39,060	\$18.77	\$46,872	\$22.53
Hourly Bookmobile Driver/Clerk	4	\$31,248	\$15.02	\$39,060	\$18.77	\$46,872	\$22.53
Hourly Computer Assistant II	4	\$31,248	\$15.02	\$39,060	\$18.77	\$46,872	\$22.53
Hourly Processing Assistant	4	\$31,248	\$15.02	\$39,060	\$18.77	\$46,872	\$22.53
Processing Assistant I	4	\$31,248	\$15.02	\$39,060	\$18.77	\$46,872	\$22.53
Team Member, Shipping and Receiving	4	\$31,248	\$15.02	\$39,060	\$18.77	\$46,872	\$22.53
Computer Assistant I	3	\$29,068	\$13.97	\$36,335	\$17.46	\$43,602	\$20.96
Hourly Computer Assistant I	3	\$29,068	\$13.97	\$36,335	\$17.46	\$43,602	\$20.96
Hourly Editorial Assistant	3	\$29,068	\$13.97	\$36,335	\$17.46	\$43,602	\$20.96
Hourly Events Assistant	3	\$29,068	\$13.97	\$36,335	\$17.46	\$43,602	\$20.96
Hourly Library Assistant II	3	\$29,068	\$13.97	\$36,335	\$17.46	\$43,602	\$20.96
Inter-Library Loan Assistant	3	\$29,068	\$13.97	\$36,335	\$17.46	\$43,602	\$20.96
Library Assistant II	3	\$29,068	\$13.97	\$36,335	\$17.46	\$43,602	\$20.96
Library Assistant II-Outreach	3	\$29,068	\$13.97	\$36,335	\$17.46	\$43,602	\$20.96
Hourly Library Assistant I	2	\$27,040	\$13.00	\$33,800	\$16.25	\$40,560	\$19.50
Library Assistant I	2	\$27,040	\$13.00	\$33,800	\$16.25	\$40,560	\$19.50
Office Assistant	2	\$27,040	\$13.00	\$33,800	\$16.25	\$40,560	\$19.50
Order Fulfillment Assistant	2	\$27,040	\$13.00	\$33,800	\$16.25	\$40,560	\$19.50
Processing Unpacking Assistant	2	\$27,040	\$13.00	\$33,800	\$16.25	\$40,560	\$19.50
Hourly Job Center Assistant	1	\$20,800	\$10.00	\$26,000	\$12.50	\$31,200	\$15.00
Page	1	\$20,800	\$10.00	\$26,000	\$12.50	\$31,200	\$15.00



Board Action Request

8a

To: IndyPL Board

Meeting Date: November 23, 2020

From: Facilities Committee

Approved by
The Library Board:
Effective Date:

Subject: Resolution 49-2020
Approval to Award a Purchase Order for the
West Perry Branch Shelving Project

Recommendation:

IndyPL Facilities Committee recommends Board approval for the attached action (Resolution 49-2020) to award a Purchase Order for the West Perry Branch Shelving Project for the total cost of \$86,595.83 to KPC Architectural Products, Lexington, KY.

Background:

The Invitation to Quote (“ITQ”) specified shelving for the Project to establish a standard of quality required by IndyPL. Products, materials, and equipment from manufacturers other than those listed in the ITQ may be used only if approved by the architect per the process established in the ITQ. Vendors requested 1 substitution which was subsequently approved by the architect.

The ITQ packages were quoted using the Public Purchasing Statute IC § 5-22-8, with the expectation that the purchase would not be more than \$150,000. The shelving specifications were developed by the architect, Schmidt Associates and HBM Architects, working closely with IndyPL Branch and Facilities Staff. The ITQ was issued on October 5, 2020.

Three (3) sealed Quotes were received on November 2, 2020, allowing time for evaluation prior to presentation at the November 9, 2020 IndyPL Board Facilities Committee Meeting. The quotes were opened and read aloud publically.

Notice of the ITQ was emailed directly to vendors who are known to be capable of providing the shelving, vendors who had expressed interest in providing shelving for IndyPL projects, or were identified by using the Indianapolis Office on Minority and Women Business Development vendor listing.

Board Action Request

RE: Facilities Committee, Item 8a
Resolution 49-2020

Approval to Award a Purchase Order for the West Perry Branch Shelving Project

Date: November 23, 2020

Vendor	Certification	Quote Sheet and Non-Collusion Affidavit	Addenda 1 and 2	E-Verify Affidavit	Lump Sum Quote
Bradford Systems-Spacesaver		Yes	Yes	Yes	\$ 106,930.00
KPC Architectural Products - Estey/Tennsco	WBE	Yes	Yes	Yes	\$ 86,595.83
Office Works - Library Bureau Steel	MBE	Yes	Yes	Yes	\$ 135,493.62

Strategic/Fiscal Impact:

IndyPL shall award the purchase order to the lowest, responsible, and responsive quoter pursuant to IC § 5-22-8. The purchase of the shelving will be funded by the Series 2020 Bond Fund (Fund TBD.)



Board Resolution

8a

INDIANAPOLIS-MARION COUNTY PUBLIC LIBRARY

RESOLUTION 49-2020

APPROVAL TO AWARD A PURCHASE ORDER FOR THE WEST PERRY BRANCH SHELVING PROJECT

NOVEMBER 23, 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, Schmidt Associates and HBM Architects, have prepared specifications for the shelving required for the West Perry Branch Project; and

WHEREAS, IndyPL and the architect, have solicited open, public, and competitive quotes for the shelving required for the West Perry Branch Project; and

WHEREAS, IndyPL received responsible and responsive quotes pursuant to IC § 5-22-8 from three (3) Vendors; and

WHEREAS, based on the review of the quotes, IndyPL and the architect have determined **KPC Architectural Products, Lexington, Kentucky** is the lowest, responsible, and responsive quoter and recommends IndyPL award the purchase order to **KPC Architectural Products** for a total cost of Eight-six Thousand Five Hundred Ninety-five Dollars and Eighty-three Cents (\$86,595.83).

IT IS THEREFORE RESOLVED the West Perry Branch Shelving Project, as quoted, is approved and authorizes the Chief Executive Officer (“CEO”) to execute a purchase order with the selected Vendor and to acquire the specified shelving. The purchase order will be based upon such terms described in the Invitation to Quote dated October 5, 2020, and as the CEO deems necessary or advisable based on the recommendations of IndyPL’s legal counsel, and such purchase order execution and delivery effected be, and hereby is, confirmed and approved.



Board Action Request

8b

To: IndyPL Board **Meeting Date:** November 23, 2020

From: Facilities Committee **Approved by**
The Library Board:
Effective Date:

Subject: **Resolution 50-2020**
Approval to Award Fixtures, Furniture, and Equipment Purchase Orders for the West Perry Branch Project

Recommendation:

IndyPL Facilities Committee recommends Board approval for the attached action (Resolution 50-2020) to award five (5) fixtures, furniture and equipment purchase orders to three (3) different vendors for the West Perry Branch Project for the total cost of \$182,750.90.

Background:

The Invitation to Quote (“ITQ”) had five (5) separate groups with quote components for the individual fixtures, furniture and equipment (“FFE”) items.

- Quote Group 1: Tables.
- Quote Group 2: Seating.
- Quote Group 3: Lounge Seating.
- Quote Group 4: Office Furniture.
- Quote Group 5: Miscellaneous.

The ITQ specified FFE for the Project to establish a standard of quality required by IndyPL. Products, materials, and equipment from manufacturers other than listed in the ITQ may be used only if approved by the architect per the process established in the ITQ. Vendors requested a total of 43 substitutions, of which 18 were approved by the architect.

The ITQ Groups were quoted using the Public Purchasing Statute IC § 5-22-8, with the expectation that the purchases for any of the groups would not be more than \$150,000. The FFE specifications were developed by the architect, Schmidt Associates and HBM Architects, working closely with IndyPL Branch and Facilities Staff. The ITQ was issued on October 5, 2020.

Six (6) sealed Quotes were received on November 2, 2020, allowing time for evaluation prior to presentation at the November 9, 2020 IndyPL Board Facilities Committee Meeting. The quotes were opened and read aloud publically.

Board Action Request

RE: Facilities Committee, Item 8b

Resolution 50-2020 Approval to Award Fixtures, Furniture, and Equipment Purchase Orders for the West Perry Branch Library Project

Date: November 23, 2020

Notice of the ITQ was emailed directly to vendors who are known to be capable of providing the FFE, vendors who had expressed interest in providing FFE for IndyPL projects, or were identified by using the Indianapolis Office on Minority and Women Business Development vendor listing.

Analysis and selection of the quotes to achieve the most advantageous pricing for IndyPL has been completed by IndyPL staff and the architect. The total amount for the five (5) purchase orders is \$182,750.90. The quote tabulation sheet is below.

Vendor	Certification	Quote Sheet and Non-Collusion Affidavit	Addenda 1 and 2	E-Verify Affidavit	Group 1 Tables	Group 2 Seating	Group 3 Lounge Seating	Group 4 Office Furniture	Group 5 Miscellaneous
Commercial Office Environments	WBE	Yes	Yes	Yes	\$76,956.00	\$27,222.02	\$67,823.43	\$ 7,203.10	\$ 17,967.62
Fleming Interior Group		Yes	Yes	Yes	\$85,715.76	\$40,052.76	\$52,190.63	\$ 7,816.44	\$ 17,159.79
Fineline Furniture		Yes	Yes	Yes	\$77,193.91	\$29,306.11	\$67,528.81	\$ 7,527.73	No Quote
Kentwood Office Furniture		Yes	Yes	Yes	\$83,663.42	\$27,024.75	\$77,948.38	\$ 6,940.62	\$ 20,963.93
Office Works	MBE	Yes	Yes	Yes	\$67,760.62	\$28,443.40	\$72,792.61	\$ 7,744.83	\$ 18,971.00
RJE Business Interiors		Yes	Yes	Yes	\$76,922.86	\$45,153.17	\$64,883.61	\$ 6,821.16	\$ 16,260.76

Strategic/Fiscal Impact:

IndyPL shall award the purchase order to the lowest, responsible, and responsive quoter pursuant to IC § 5-22-8. The purchase of the fixtures, furniture and equipment will be funded by the Series 2020 Bond Fund (Fund TBD.)



Board Resolution

8b

INDIANAPOLIS-MARION COUNTY PUBLIC LIBRARY

RESOLUTION 50-2020

APPROVAL TO AWARD FIXTURES, FURNITURE, AND EQUIPMENT PURCHASE ORDERS FOR THE WEST PERRY BRANCH PROJECT

NOVEMBER 23, 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, Schmidt Associates and HBM Architects, have prepared specifications for the fixtures, furniture and equipment required for the West Perry Branch Project; and

WHEREAS, IndyPL and the architect, have solicited open, public, and competitive quotes for the fixtures, furniture, and equipment required for the West Perry Branch Project; and

WHEREAS, IndyPL received responsible and responsive quotes pursuant to IC § 5-22-8 from six (6) Vendors; and

WHEREAS, based on the review of the quotes, IndyPL and the architect have determined a combination of quotes results in the most advantageous pricing for IndyPL, and recommends awarding purchase orders to the following vendors; and

WHEREAS, based on the review of the quotes, IndyPL and the architect have determined **Office Works, Indianapolis, Indiana** is the lowest, responsible, and responsive quoter for **Quote Group 1 Tables** and recommends IndyPL award the purchase order to **Office Works** for a total cost of Sixty-seven Thousand Seven Hundred Sixty Dollars and Sixty-two Cents (\$67,760.62); and

RESOLUTION 50-2020
(Continued)

**APPROVAL TO AWARD FIXTURES, FURNITURE, AND EQUIPMENT
PURCHASE ORDERS FOR THE WEST PERRY BRANCH PROJECT**

NOVEMBER 23, 2020

WHEREAS, based on the review of the quotes, IndyPL and the architect have determined **Kentwood Office Furniture, Indianapolis, Indiana** is the lowest, responsible, and responsive quoter for **Quote Group 2 Tables** and recommends IndyPL award the purchase order to **Kentwood Office Furniture** for a total cost of Twenty-seven Thousand Twenty-four Dollars and Seventy-five Cents (\$27,024.75); and

WHEREAS, based on the review of the quotes, IndyPL and the architect have determined **RJE Business Interiors, Indianapolis, Indiana** is the lowest, responsible, and responsive quoter for **Quote Group 3 Lounge Seating** and recommends IndyPL award the purchase order to **RJE Business Interiors** for a total cost of Sixty-four Thousand Eight Hundred Eighty-three Dollars and Sixty-one Cents (\$64,883.61); and

WHEREAS, based on the review of the quotes, IndyPL and the architect have determined **RJE Business Interiors, Indianapolis, Indiana** is the lowest, responsible, and responsive quoter for **Quote Group 4 Office Furniture** and recommends IndyPL award the purchase order to **RJE Business Interiors** for a total cost of Six Thousand Eight Hundred Twenty-One Dollars and Sixteen Cents (\$6,821.16); and

WHEREAS, based on the review of the quotes, IndyPL and the architect have determined **RJE Business Interiors, Indianapolis, Indiana** is the lowest, responsible, and responsive quoter for **Quote Group 5 Miscellaneous** and recommends IndyPL award the purchase order to **RJE Business Interiors** for a total cost of Sixteen Thousand Two Hundred Sixty Dollars and Seventy-six Cents (\$16,260.76).

IT IS THEREFORE RESOLVED the West Perry Branch Project Fixtures, Furniture and Equipment Project, as quoted, is approved and authorizes the Chief Executive Officer (“CEO”) to execute purchase orders with the selected Vendors and to acquire the specified fixtures, furniture, and equipment. The purchase orders will be based upon such terms described in the Invitation to Quote dated October 5, 2020, and as the CEO deems necessary or advisable based on the recommendations of IndyPL’s legal counsel, and such purchase orders execution and delivery effected be, and hereby is, confirmed and approved.



Board Action Request

8c

To: IMCPL Board

Meeting Date: November 23, 2020

From: Facilities Committee

Approved by
The Library Board:

Effective Date:

Subject: Resolution 51-2020
Approval to Award a Services and Equipment Contract for the Central Library Garage Parking Access and Revenue Control System

Recommendation:

The IndyPL Board Facilities Committee recommends Board approval of the attached action (Resolution 51–2020) Approval to Award a Services and Equipment Contract for the Central Library Garage Parking Access and Revenue Control System to **Light & Breuning, Inc.**, Fort Wayne, Indiana. The agreement with **Light & Breuning, Inc.** will be for the total cost of One-Hundred Eighty-four Thousand Four-Hundred Forty-six Dollars and Zero Cents (\$184,446.00).

Background:

The existing Parking Access and Revenue Control System (“PARCS”) was installed in 2007 as part of the construction project. The payment stations in the Atrium, the Elevator Lobbies, and the Exit Drive Lanes have reached the end of their usable life, with replacement parts no longer available. Additionally, the existing equipment does not meet current Payment Card Industry (“PCI”) Council standards and cannot be upgraded to meet these compliance requirements for encryption of card data.

IndyPL staff used the Request for Proposals (“RFP”) process pursuant to IC § 5-32 to solicit Proposals from vendors for PARCS equipment and services.

Working with our Central Library Parking Garage management vendor, Denison Parking, IndyPL sought vendors whose combination of equipment, systems, experience, processes, and personnel will provide timely, cost-effective and exemplary services to IndyPL.

Board Action Request

RE: Facilities Committee, Item 8c
Resolution 51–2020 Approval to Award a Services and Equipment Contract for the
Central Library Parking Garage Parking Access and Revenue Control System

Date: November 23, 2020

The selected vendor shall have the following qualifications:

- A sound business reputation and registered as a business in the State of Indiana.
- Proven capabilities in delivering Services on time and on budget.
- Appropriate resources to satisfy the requirements for the Services requested by the RFP.
- Demonstrated track record in planning, coordination, implementation, and support for similar service relationships.
- Demonstrated track record in overall client satisfaction.

In accordance with Section 123.3 of the IndyPL Policy Manual, selection of an Offeror will be on the basis of provisions of the required services, experience, cost, and any other factors deemed appropriate to the services being secured.

The scope of the RFP included these components:

- Remove and dispose of the existing Walker Parking PARCS equipment including any unused and outdated cables and infrastructure, and provide new PARCS equipment in the Central Library Garage. PARCS goals are to maximize technology, provide control of the parking facility, revenue integrity and enhanced customer service.
- The PARCS software must be certified as compliant by the PCI Council with point-to-point encryption for all credit card transactions.
- The payment locations will have the capability for both bill and credit card payments. Validations will also be accepted as a form of payment or discount.
- Accommodate multiple user groups, including public parkers, special events, and validation parkers.
- PARCS software that is server-based and web-browser enabled. Provide a workstation to access the cloud-based system for all tasks in the Central Garage office.
- Provide online and offline validation options, detail on bill-back and pre-pay options, and detail for invoicing of validations used.
- PARCS to provide a comprehensive methodology and audit trail showing every transaction performed and summarizing all transactions performed.
- Fully integrate with existing HID Proximity Reader card access.
- Fully integrated audio/video point of sale assistance.
- New gate barriers with illuminated red/green booms.
- Provide ability to operate the gate arms remotely from the Building Systems Room.
- Two-year warranty required.
- Provide up to 16 hours of on-site training.
- Provide emergency service call support and maintenance under warranty.

To secure the Services, an RFP was prepared and issued on August 26, 2020. IndyPL staff utilized the City's Department of Minority & Women Business Development website and Denison Parking to identify vendors capable of providing the Services.

Board Action Request

RE: Facilities Committee, Item 8c
Resolution 51–2020 Approval to Award a Services and Equipment Contract for the
Central Library Parking Garage Parking Access and Revenue Control System
Date: November 23, 2020

The IndyPL Evaluation Committee includes the Chief Financial Officer, the Director of Facilities, and the Manager Buildings and Grounds.

The Library received Proposals from four (4) vendors by the deadline of October 2, 2020.

Vendor	Certification	Lump Sum Quote	Local Service
Evens Time - Pro +	WBE	\$198,182.00	Yes
Flash Parking		\$188,220.00	Yes
Light & Breuning - DESIGNA		\$184,446.00	Yes
Signature -TIBA		\$195,788.00	Yes

The IndyPL Evaluation Committee reviewed all Proposals received, contacted references, and reported the results to the Facilities Committee at its November 9, 2020 meeting.

The selection of the Offeror was based upon the criteria established in the RFP.
The criteria include:

- Qualifications and experience with contracts similar to the requirements of IndyPL.
- Proposed cost.
- System features and functionality.
- Transition plan to the new system.
- Maintenance plan.
- Any other criteria deemed relevant by IndyPL.

After completing their review, the Evaluation Committee proposes the Facilities Committee recommend **Light & Breuning, Inc.** be awarded the contract as the Offeror that best meets the criteria as defined in the Request for Proposal.

Fiscal Impact:

Light & Breuning, Inc. will complete these Services on a negotiated lump-sum basis consistent with the RFP and the Proposal. The expense for the Services will be charged to the Central Library Parking Garage Fund (Fund 226.)



Board Resolution

8c

INDIANAPOLIS-MARION COUNTY PUBLIC LIBRARY RESOLUTION 51-2020

APPROVAL TO AWARD A SERVICES AND EQUIPMENT CONTRACT FOR THE CENTRAL LIBRARY GARAGE PARKING ACCESS AND REVENUE CONTROL SYSTEM

NOVEMBER 23, 2020

WHEREAS, the Indianapolis-Marion County Public Library (“IndyPL”) has made the determination that the use of sealed competitive bidding is neither practicable nor advantageous to IndyPL in regards to the selection of a Vendor for the installation and maintenance of the Central Library Parking Garage Parking Access and Revenue Control System; and

WHEREAS, IndyPL solicited competitive sealed proposals using the Request for Proposal (“RFP”) method outlined in IC § 5-22-9; and

WHEREAS, IndyPL received Proposals from four (4) vendors; and

WHEREAS, based on the review of the received Proposals against the evaluation criteria in the RFP, IndyPL has determined **Light & Breuning, Inc., Fort Wayne, Indiana** to be the Vendor that best meets the evaluation criteria established in the RFP , and recommends IndyPL award the contract to **Light & Breuning, Inc.**

IT IS THEREFORE RESOLVED the Central Library Garage Parking Access and Revenue Control System, as described in the RFP and the submitted Proposal, including the scope of work and compensation, is approved and the Board authorizes the Chief Executive Officer (“CEO”) to negotiate and execute an agreement with **Light & Breuning, Inc.** The agreement will be based upon such terms described in the RFP and as the CEO deems necessary or advisable based on the recommendations of IndyPL’s legal counsel. The agreement with **Light & Breuning, Inc.** will be for the total cost of One-Hundred Eighty-four Thousand Four-Hundred Forty-six Dollars and Zero Cents (\$184,446.00), and any such agreement execution and delivery effected be, and hereby is, confirmed and approved.



Board Action Request

8d

To: IMCPL Board **Meeting Date:** November 23, 2020

From: Facilities Committee **Approved by the Library Board:**
Effective Date:

Subject: Resolution 52-2020 Approval to Extend the Services Contract for Security and Alarm Response Services

Recommendation:

The IndyPL Facilities Committee recommends Board approval for the attached action (Resolution 52-2020) to extend the services contract for security and alarm response services with **G4S Secure Solutions (USA) Inc., Indianapolis, Indiana**. All other terms, conditions, and obligations included in the Agreement remain unchanged.

Background:

IndyPL is currently under contract with **G4S Secure Solutions (USA) Inc., Indianapolis, Indiana** (“G4S”) to provide security services for IndyPL. The current contract was awarded in September of 2017 and approved and amended in July 2019 for the remainder of 2019. The current contract was further amended in January 2020 for the remainder of the contract term.

The Contract between IndyPL and G4S expired on August 31, 2020. Since then G4S has been performing Services on a month-to-month basis.

As part of the January 2020 amendment IndyPL clearly defined expectations for improved Services. These included a decrease in police response to all branches and an approved approach to crisis prevention, intervention, and de-escalation. As a result of training and collaboration with their partnered off-duty officers, G4S has been able to de-escalate many situations, avoiding the need for additional police response.

The IndyPL Safety and Security Manager has seen improved services by G4S. The contract extension for one more year to November 30, 2021 will provide stability with our current security services.

Strategic/Fiscal Impact:

The cost of this service will be funded from the Operating Fund (Fund 101) and is within the approval appropriation for 2020 and budgeted for 2021.



Board Resolution

8d

INDIANAPOLIS-MARION COUNTY PUBLIC LIBRARY

RESOLUTION 52-2020

APPROVAL TO EXTEND THE SERVICES CONTRACT FOR SECURITY AND ALARM RESPONSE SERVICES

NOVEMBER 23, 2020

WHEREAS, the Indianapolis-Marion County Public Library (“IndyPL”) has contracted with **G4S Secure Solutions (USA) Inc., Indianapolis, Indiana** (“Contractor”) in August 2017 with Resolution 22-2017 to provide security and alarm response services for IndyPL facilities; and

WHEREAS the original agreement was amended by Resolution 22-2019 adjusting billing rates (“First Amendment”); and

WHEREAS, the original agreement was further amended by Resolution 5-2020 adjusting billing rates (“Second Amendment”); and

WHEREAS, IndyPL has received an acceptable Third Amendment (“Third Amendment”) to the original agreement extending the contract term for an additional year to expire on November 30, 2021, attached hereto as EXHIBIT A; and

IT IS THEREFORE RESOLVED the Third Amendment to the Security and Alarm Response Services Contract between IndyPL and the Contractor, substantially in the form attached hereto as EXHIBIT A, is approved and adopted, and the Chief Executive Officer (“CEO”) is hereby authorized to execute the Third Amendment with the Contractor. The Third Amendment will be completed as the CEO deems necessary or advisable based on the recommendations of IndyPL’s legal counsel, and such Third Amendment execution and delivery effected be, and hereby is, confirmed and approved.

RESOLUTION 52-2020
(Continued)

APPROVAL TO EXTEND THE SERVICES CONTRACT
FOR
SECURITY AND ALARM RESPONSE SERVICES
NOVEMBER 23, 2020

EXHIBIT A

Third Addendum to Security Services Agreement

This Third Addendum to the Security Services Agreement (the “Third Addendum”), dated this ___ day of November, 2020, further amends the Security Services Agreement dated September 26, 2017, as previously amended by the First Addendum to Contractual Agreement dated July 25, 2019, and further amended by the Second Addendum to Security Services Agreement dated January 27, 2020 (together, the “Agreement”) between the Indianapolis-Marion County Public Library (“IndyPL”) and G4S Secure Solutions (USA) Inc. (“Contractor”) (collectively, the “Parties”) for alarm response services and security officer services (“Security Services”).

Recitals

- A. The current term of the Agreement expired on August 31, 2020; and
- B. IndyPL and Contractor extended the term of the Agreement by mutual consent on a month-to-month basis through November 30, 2020; and
- C. As provided in Section 4.1(B) of the Agreement, the Parties wish to extend the term of the Agreement for an additional one year term.

Agreement

In consideration of the mutual covenants, agreements and representations set forth in the Agreement and this Third Addendum, and other good and adequate consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

- 1. Extension of Term. The term of the Agreement is hereby extended for an additional term of one (1) year commencing December 1, 2020 and ending November 30, 2021.
- 2. No Further Changes. Except as expressly amended by this Second Addendum, all terms, conditions and obligations memorialized in the Agreement between the Parties shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Addendum effective as of the date first above written.

Indianapolis-Marion County
Public Library (“IndyPL”)

G4S Secure Solutions
(USA) Inc. (“Contractor”)

By: _____
M. Jacqueline Nytes, CEO

By: _____



Board Action Request

8e

To: IndyPL Board **Meeting Date:** November 23, 2020

From: Facilities Committee **Approved by**
The Library Board:

Effective Date:

Subject: Resolution 53-2020
Authorization to Purchase Approximately Two and Eighty-Three One-Hundreths (2.83) Acres of Property Located at the Northeast Corner of Melner Road and East 56th Street for the Fort Benjamin Harrison Branch Project

Recommendation:

IndyPL Board Facilities Committee recommends Board approval for the attached action (Resolution 53-020) to authorize the purchase of property at East 56th Street and Melner Road.

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 stand-alone Fort Benjamin Harrison Branch along the 56th Street Corridor. Upon investigation of possible locations for the Branch it was determined property located on East 56nd Street and Melner Road within the Fort Harrison Reuse Authority (FHRA”) was a potential location. The site is within the planned Branch service area and meets many of the needs of a new Branch location. The property consists of approximately 2.83 acres.

FHRA uses a Project Agreement to document expectations for the property and which essentially functions as a purchase agreement.

- Property: Approximately 2.83 acres of Parcel J East.
- Project: Approximately 25,000 SF with minimum 87 parking spaces.
- Price: One dollar (\$1.00).
- Approvals: FRHA Architectural Review Commission.
- Access: Off of 56th , Otis and Melner Road with be a reciprocal access easement.
- Closing: No later than September 1, 2021.
- Completion: No later than the end of December 2022.

DRAFT Board Action Request

RE: Facilities Committee, Item 8e
Resolution 53-2020

Authorization to Purchase Approximately Two and Eighty-Three One-Hundredths (2.83)
Acres of Property Located at the Northeast Corner of Melner Road and East 56th Street for
the Fort Benjamin Harrison Branch Project

Date: November 23, 2020

The Project Agreement provides certain obligations of IndyPL 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 and associated expenses will be funded by the Series 2021 Bond – Fort Benjamin Harrison (Fund TBD).



Board Resolution

8e

INDIANAPOLIS-MARION COUNTY PUBLIC LIBRARY
RESOLUTION 53-2020

AUTHORIZATION TO PURCHASE APPROXIMATELY TWO AND EIGHTY THREE ONE HUNDRETHS (2.83) ACRES OF PROPERTY LOCATED AT THE NORTHEAST CORNER OF MELNER ROAD AND EAST 56th STREET FOR THE FORT BENJAMIN HARRISON BRANCH PROJECT

NOVEMBER 23, 2020

WHEREAS, the Board of Trustees of the Indianapolis-Marion County Public Library (“IndyPL”) has previously authorized the building of a new Fort Benjamin Harrison 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 the north side of East 56th Street west of Lee Road and south of Otis Avenue was a potential location within the service area which met many of the needs of preferred location of the Branch; and

WHEREAS, following extensive negotiations with the Fort Harrison Reuse Authority and the City of Lawrence, IndyPL staff was able to secure the opportunity to purchase approximately two and eighty three one hundredths acres (2.83) acres from the Fort Harrison Reuse Authority (“Seller”) on what is commonly referred to as Parcel J-East on the northeast corner of East 56th Street and Melner Road, more particularly depicted on Exhibit A (the “Property”); and

WHEREAS, IndyPL staff and legal counsel are working to negotiate a Project Agreement (“Project Agreement”), in the form attached hereto as Exhibit B, for purchase of the Property which is in the final stages of negotiation between IndyPL and the Seller; and

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

WHEREAS, IndyPL will be required to file for replatting of the Property to allow IndyPL to create a legally established lot transferrable in accordance with the subdivision control

RESOLUTION 53- 2020

(Continued)

**AUTHORIZATION TO PURCHASE APPROXIMATELY TWO AND EIGHTY THREE ONE HUNDRETHS (2.83) ACRES OF PROPERTY LOCATED AT THE NORTHEAST CORNER OF MELNER ROAD AND EAST 56th STREET FOR THE FORT BENJAMIN HARRISON BRANCH PROJECT
NOVEMBER 23, 2020**

ordinances of Indianapolis Marion County which will be filed in accordance with the timelines included in the Project Agreement; and

WHEREAS, IndyPL will be required to meet the obligations of the existing zoning ordinance which governs designs for the Property, including the approval of the Architectural Review Committee of the Seller (the “Design Approval”) and to apply for any modifications to the zoning ordinance to accomplish the desired layout and functionality of the Branch, including, but not limited to, location of parking, outdoor spaces and architectural features; and

WHEREAS, the approval of both replatting petition and Design Approval will be required prior to any closing occurring on the Property; and

WHEREAS, upon adoption of a new platted lot, a legal description shall be created which replaces the visual depiction attached hereto as Exhibit A; and

WHEREAS, IndyPL staff will receive and review all due diligence materials contemplated in the Project Agreement and staff recommends that IndyPL proceed with the execution of the Project Agreement to move forward with design of the Branch and acquisition of the Property; and

IT IS THEREFORE RESOLVED that the Project Agreement in substantially the form attached as Exhibit B is hereby approved, and the IndyPL Chief Executive Officer is hereby authorized to proceed with finalizing and executing the Project Agreement with such final changes as determined by the Chief Executive Officer, with the advice of IndyPL legal counsel, to be reasonable and necessary; and

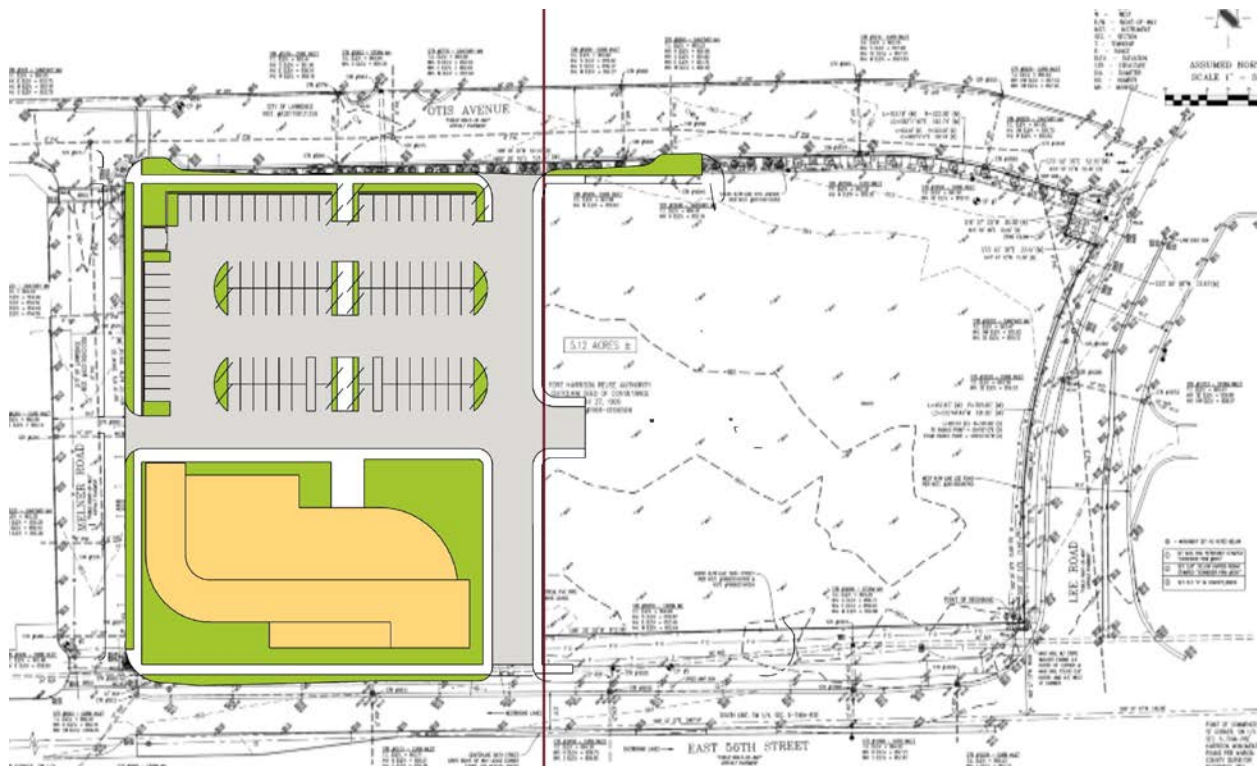
RESOLVED FURTHER that subject to satisfaction of the terms and conditions of the Project Agreement, the IndyPL Chief Executive Officer in consultation with legal counsel, is hereby authorized to proceed with all matters and to finalize all documents or instruments necessary or reasonably required to complete the purchase of the Property as contemplated by the Project Agreement, including the payment of the purchase price of One Dollar (\$1.00) and to take any and all other actions incident to, necessary, desirable or appropriate to fulfill the terms and conditions of the Project Agreement and to consummate the purchase of the Property contemplated thereby, subject to the satisfactory review of due diligence materials, successful completion of the Design Approval and platting petitions and the completion of all other conditions precedent included in the Project Agreement.

RESOLUTION 53- 2020

(Continued)

AUTHORIZATION TO PURCHASE APPROXIMATELY TWO AND EIGHTY THREE ONE HUNDRETHS (2.83) ACRES OF PROPERTY LOCATED AT THE NORTHEAST CORNER OF MELNER ROAD AND EAST 56th STREET FOR THE FORT BENJAMIN HARRISON BRANCH PROJECT NOVEMBER 23, 2020

Exhibit A



RESOLUTION 53- 2020

(Continued)

**AUTHORIZATION TO PURCHASE APPROXIMATELY TWO AND
EIGHTY THREE ONE HUNDRETHS (2.83) ACRES OF PROPERTY
LOCATED AT THE NORTHEAST CORNER OF
MELNER ROAD AND EAST 56th STREET FOR THE
FORT BENJAMIN HARRISON BRANCH PROJECT
NOVEMBER 23, 2020**

Exhibit B

Proposed Project Agreement

PROJECT AGREEMENT

THIS PROJECT AGREEMENT ("Agreement") is made and entered into by and between the INDIANAPOLIS-MARION COUNTY PUBLIC LIBRARY, a municipal corporation ("Purchaser"), and the FORT HARRISON REUSE AUTHORITY, an entity established pursuant to IC 36-7-30-1 *et seq.* ("Seller"), as of this ____ day of _____, 2020 (the "Effective Date").

In consideration of their mutual undertakings, the parties agree as follows:

1. **PROPERTY.** Purchaser agrees to purchase in fee and Seller agrees to sell and convey that certain parcel of land located at the *Lawrence Village at the Fort*, in the City of Lawrence, Marion County, Indiana, identified and depicted on Exhibit A attached hereto and made a part hereof, which is to be more particularly described by the Survey (as hereinafter defined) as set forth in Section 5(b) below (the "Land"), together with all tenements, hereditaments, rights, privileges, interests, easements and appurtenances belonging or in any way pertaining to the Land or improvements located thereon, including any right, title or interest of Seller in and to adjacent streets, roads, alleys and rights-of-way (collectively, the "Property"). Purchaser, at Purchaser's expense, shall be responsible for platting the Property and obtaining any necessary subdivision and platting approvals ("Platting Approvals") necessary for the conveyance of the Property by Seller to Purchaser as contemplated under this Agreement.

2. **PROJECT.** Purchaser intends to develop the Property for the following primary uses: (i) a building, consisting of up to 25,000 square feet ("Building"), to be operated as a Marion County Library Branch facility, which shall include at least 1 community room that will be open to the public and accommodate a minimum of 70 people, (ii) adjacent parking area consisting of a minimum of 87 parking spaces, and (iii) related ancillary improvements and uses (collectively, the "Project"). Purchaser hereby represents that the total cost of the Project, including land cost, professional fees, financing costs, soft costs, FF&E and other associated costs is estimated to be approximately \$9,690,000.

3. **PURCHASE PRICE.** The purchase price for the Property (the "Purchase Price") shall be equal to One Dollar (\$1.00).

4. **PURCHASER'S DUE DILIGENCE.**

(a) **Inspection Period.** Purchaser shall have a period of two hundred seventy (270) days (the "Inspection Period") following the Effective Date, to study and investigate the Property as deemed reasonably necessary by Purchaser to determine whether the Property is suitable for the Project, and to determine whether Purchaser will be able to obtain all permits and approvals necessary for the Project. Purchaser shall be solely responsible for any and all costs associated with its study and investigation of the Property. If Purchaser, in its sole and absolute discretion, determines that the Property is not suitable or feasible for the Project, Purchaser shall have the right at any time prior to 5:00 PM Eastern Standard Time on the last day of the Inspection Period (the "Inspection Period Deadline"), to terminate this Agreement for any reason or no reason whatsoever upon written notice (the "Termination Notice") to Seller. If Purchaser exercises its right

Resolution 53-2020
Exhibit B
Proposed Project Agreement

8e

to terminate this Agreement on or before the Inspection Period Deadline by delivery of the Termination Notice to Seller, then, this Agreement shall terminate and the parties shall have no further rights or obligations under this Agreement (except for rights or obligations which expressly survive the termination of this Agreement). If Purchaser fails to deliver to Seller said Termination Notice on or before the Inspection Period Deadline, Purchaser shall be deemed to have accepted the condition of the Property and shall have waived any right to terminate this Agreement pursuant to this Section 4(a).

(b) Seller's Deliveries. Within five (5) business days of the Effective Date, Seller shall provide Purchaser with copies of the following items, to the extent the same are in the possession or control of Seller (hereinafter, collectively, the "Seller Deliveries"): (i) environmental, engineering, soils, or other studies or reports with respect to the environmental condition of the Property; (ii) existing surveys, plans or drawings for the Property; and (iii) existing title policies and title exception documents applicable to the Property. Notwithstanding the foregoing, if Purchaser is not satisfied with the Seller Deliveries provided by Seller, or the lack of the availability thereof, Purchaser's sole recourse shall be to terminate this Agreement on or before the Inspection Period Deadline.

(c) Access to the Property. Purchaser and Purchaser's agents, employees, contractors and representatives, shall have the right, at any time prior to the Closing, upon prior written or telephone notice to Seller's Executive Director, to enter upon the Property during normal business hours for the purpose of inspecting the Property and conducting surveys and studies of the Property; provided, that, Purchaser shall have no right to perform any physically intrusive testing without the prior written consent of Seller which consent shall not be unreasonably withheld, conditioned or delayed. Purchaser hereby agrees to repair any damage to the Property resulting from or in connection with the exercise of Purchaser's rights under this Agreement, and Purchaser shall indemnify, defend and hold harmless Seller, its employees, agents, representatives, officers and board members from and against any and all costs, expenses, liabilities or damages (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: (i) any injury to any person, the Property or any other property (but excluding pre-existing conditions merely discovered by Purchaser and not exacerbated) resulting from the activities of Purchaser, or its agents, employees, contractors and/or representatives; and (ii) any liens filed against the Property or claims or demands made against Seller or the Property for work performed by or on the behalf of Purchaser. Prior to entry upon the Property, Purchaser shall deliver to Seller a certificate of insurance evidencing commercial general liability insurance with policy limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate (which may be under a blanket policy covering Purchaser and its affiliates) with Seller named as an additional insured. Purchaser's obligations set forth in this Section 4(c) shall survive the termination of this Agreement and the Closing.

(d) Approvals. Purchaser shall have until the expiration of the Inspection Period in order to determine whether it will be able to obtain any and all necessary

governmental and third party approvals and permits for the construction and completion of the Project, including any Platting Approvals and necessary approvals of the Project Plans (as hereinafter defined) from the ARC (as hereinafter defined) or required variances or modifications of the PUD (as hereinafter defined) (individually or collectively, the "Approvals"). All Approvals shall be obtained at Purchaser's sole cost and expense. If Purchaser determines that it will be unable to obtain the Approvals, Purchaser shall have the right at any time prior to the Inspection Period Deadline to provide Seller the Termination Notice. If Purchaser exercises its right to terminate this Agreement on or before the Inspection Period Deadline by delivery of the Termination Notice to Seller, then this Agreement shall be deemed terminated, and thereafter, the parties shall have no further rights or obligations under this Agreement (except for rights or obligations which expressly survive the termination of this Agreement). If Purchaser fails to deliver to Seller said Termination Notice on or before the Inspection Period Deadline, Purchaser shall be deemed to have waived any right to terminate this Agreement pursuant to this Section 4(d).

5. TITLE AND SURVEY REVIEW; PROJECT PLANS.

(a) Title Commitment. Promptly after the Effective Date, Purchaser shall obtain at Purchaser's cost and expense, a commitment for an ALTA owner's policy of title insurance on ALTA Owner's Policy 2006 Form (the "Title Commitment") issued by Chicago Title Insurance Company, 135 N. Pennsylvania Street, Ste. 1575B, Indianapolis, IN 46204, Attn.: Michelle D. Stringer, Commercial Closer and Development Officer (hereinafter, the "Title Company"), which shall have attached thereto complete copies of all instruments noted therein as exceptions to title (the "Exception Documents"), in which the Title Company shall agree to issue an ALTA owner's policy to Purchaser ("Owner's Title Policy") insuring good and marketable title to the Property in Purchaser, for the appraised value amount of the Property as determined by Purchaser, at its sole cost and expense, upon delivery of a special warranty deed from Seller to Purchaser subject only to Permitted Exceptions (as hereinafter defined). Purchaser shall provide a copy of the Title Commitment and copies of the Exception Documents to Seller upon receipt. For purposes of this Agreement, "Permitted Exceptions" shall mean (i) current taxes and assessments which are not yet due and payable; (ii) the covenants, conditions, restrictions and agreements contained in Seller's deed from the Army (the "Army Deed") (the Army Deed conveyed the Property and other real estate to Seller); (iii) the Lawrence Village at the Fort Preliminary Plan, Covenants and Development Standards, which was adopted by the City-County Council of Indianapolis and Marion County as part of the zoning ordinance for D-P classification for the Property and other real estate, as Petition No. 2007-ZON-046, on May 31, 2007, as amended (the "PUD"); (iv) encumbrances created by Purchaser; and (v) covenants, restrictions, easements, rights of utility providers and other matters of record that are not objected to by Purchaser pursuant to the following paragraph (c) of this Section 5 or, if objected to, which objection is subsequently waived by Purchaser in writing or deemed waived in accordance with said Section 5(c). The Title Commitment may also contain, at Purchaser's expense, such endorsements as Purchaser shall reasonably require. At Closing, Purchaser shall be required to pay for any and all title examination fees and title premiums for the Owner's Title Policy (or equivalent mark-up) to be issued at Closing, and any and all costs and fees associated

Resolution 53-2020
Exhibit B
Proposed Project Agreement

8e

with any lender's title policy and endorsements, if applicable.

(b) Survey. Within a reasonable period of time after the Effective Date, Purchaser shall obtain, at Purchaser's cost and expense, a boundary survey of the Property, prepared in accordance with the Minimum Standard Detail Requirements for an ALTA/NSPS survey jointly established and adopted by ALTA and NSPS in 2016, by a land surveyor licensed and registered in the State of Indiana, and certified to Seller, Purchaser, and Title Company (the "Survey").

(c) Title and Survey Review. On or before the earlier of: (i) thirty (30) days after the receipt of the Survey and Title Commitment and (ii) the date which is twenty (20) business days prior to the Inspection Period Deadline (the "Title Review Period"), Purchaser shall give Seller written notice ("Objection Notice") of any title defects or objectionable matters enumerated in the Title Commitment or Exception Documents and/or any state of facts shown on the Survey (other than the Permitted Exceptions (i)-(iv) enumerated in Section 5(a)), to which Purchaser objects. Seller shall have ten (10) business days after receipt of said notice to have those exceptions removed and/or those state of facts corrected. If Seller is unable, or unwilling in its sole discretion, to remove said exceptions and/or correct said state of facts, then Seller shall give Purchaser notice thereof prior to the expiration of said 10-business day period and Purchaser shall then have the right to either: (i) terminate this Agreement upon written notice to Seller within ten (10) business days after receipt of said notice from Seller or (ii) waive its objections and proceed to Closing. If Purchaser exercises its right to terminate this Agreement within said 10-business day period, all obligations and liabilities of the parties hereunder shall terminate (except for those that are expressly stated herein to survive termination). If Purchaser fails to give Purchaser's notice of termination to Seller within said 10-business day period, Purchaser shall be deemed to waive the exceptions and/or the state of facts to which it has objected and such shall become Permitted Exceptions. Purchaser shall not be required to object to the lien of any mortgages or other security interests granted by Seller which are secured by the Property; all of which shall be paid and/or satisfied by Seller at Closing. If Purchaser fails to provide an Objection Notice to Seller prior to the expiration of the Title Review Period, Purchaser's right to terminate set forth in this Section 5(c) shall be deemed waived and of no further force and effect.

(d) Project Plans. Prior to the expiration of the Inspection Period, Purchaser shall submit to Seller's Executive Director two (2) complete sets of the following items with respect to the Project (hereinafter, the "Project Plans"): (1) site plan (including a parking space layout), (2) schematic exterior elevations of proposed improvements, (3) description and list of proposed materials, (4) signage plan, (5) landscaping plan, (6) critical path timeline, milestone and construction schedule for the Project, and (7) such other information, data and plans as may be reasonably requested by Seller and/or the Architectural Review Commission ("ARC"), or required pursuant to the PUD. Seller's obligation to close on the sale of the Property shall be conditioned upon the approval of the Project Plans (as approved, the "Approved Plans") by the Seller and the ARC as required by the PUD. Seller shall have thirty (30) days after receipt of the Project Plans in which to review and provide Purchaser with written notice of its approval or disapproval of the Project Plans. If any modifications or variances to the PUD are

Resolution 53-2020
Exhibit B
Proposed Project Agreement

8e

required in order for Seller to construct and complete the Project in accordance with the Approved Plans, Seller (at no cost or additional liability to Seller) shall take any reasonable necessary steps to allow the Purchaser's application for such required variances or modifications and shall publicly support the Purchaser's petition for same. Purchaser shall only develop the Property in accordance with the Approved Plans. If after approval Purchaser desires to make any material change to the Approved Plans prior to or after Closing, it shall submit such change to the Seller and the ARC for its approval prior to commencement of construction on the Property.

(e) Purchaser acknowledges that Seller intends to cause the unimproved land owned by Seller and adjacent to the east of the Property ("Seller's Adjacent Land") to be redeveloped. In order to coordinate and facilitate the Project and redevelopment of Seller's Adjacent Land, during the pendency of this Agreement, Purchaser and Purchaser's architecture, engineering and design team for the Project, as applicable, will attend meetings (which may be via conference call or virtual) with Authority's Executive Director, or members of its Board, Authority's real estate consultant or representative, and any third party developer under contract with Authority for the development of Seller's Adjacent Land, to discuss and review: (i) preliminary Project Plans for the Project, (ii) plans and specifications for the Seller's Adjacent Land, and (iii) any other matters regarding the design, planning, and coordinated development of the Project and Seller's Adjacent Land. Such meetings will be scheduled and held periodically at times reasonably acceptable to Seller and Purchaser.

(f) Shared Access Drives. In connection with the construction of the Project, Purchaser agrees, at Purchaser's sole cost and expense, to install a shared access drive on the Property which provides access north and south to and from Otis Avenue and 56th Street as depicted in Exhibit A attached hereto (the "Access Drive"). The Access Drive will be included in the Project Plans submitted to Seller for review as provided Section 5(d) hereof. Purchaser will install the Access Drive in accordance with the Approved Plans prior to the Completion Deadline (as hereinafter defined). At Closing, Purchaser and Seller will enter into an easement agreement ("Easement Agreement") for the Access Drive which provides for an access easement in favor of Seller's Adjacent Land, the proportional sharing of certain costs associated with the maintenance of the Access Drive, and certain other terms and conditions acceptable to the parties. The parties will use commercially reasonable efforts to negotiate and finalize the Easement Agreement prior to the expiration of the Inspection Period.

6. CONDITIONS PRECEDENT TO SELLER'S OBLIGATIONS. In addition to all other conditions to Seller's obligations hereunder, Seller's, obligation to consummate the transactions contemplated by this Agreement, shall be conditioned upon the occurrence or fulfillment of each of the following conditions on or before the Outside Closing Date (or such earlier time as may be specifically noted below) unless waived in writing by Seller (hereinafter, the "Seller's Closing Conditions"):

(a) The boundaries and legal description of the Property set forth on the Survey shall be acceptable to Seller in its reasonable discretion.

Resolution 53-2020
Exhibit B
Proposed Project Agreement

8e

- (b) The Project Plans shall have been approved by Seller and the ARC.
- (c) Seller shall have received satisfactory evidence from Purchaser of its funding sources (debt and equity) necessary for the construction and completion of the Project, including evidence of the issuance of bonds in one or more series, in the original aggregate principal amount of \$9,690,000, for the construction of the Project.
- (d) Purchaser shall have obtained or determined that it shall reasonably be able to obtain all Approvals and shall have provided evidence of the same to Seller.
- (e) Purchaser shall have complied with, fulfilled and performed each of the covenants, terms and conditions to be complied with, fulfilled or performed by Purchaser hereunder.
- (f) The delivery by Purchaser of each of the documents, instruments or things herein specified to be delivered to Seller by Purchaser at Closing.
- (g) The representations and warranties of Purchaser set forth in Section 13 of this Agreement shall be true and correct in all material respects on and as of the Closing Date with the same force and effect as if made on the Closing Date.
- (h) Seller and Purchaser shall have agreed upon and finalized the Easement Agreement as provided in Section 5(e) hereof.

Without in any way limiting Seller's rights and remedies under Section 16 hereof with respect to any default by Purchaser, if any of the Seller's Closing Conditions have not been fulfilled on or before the Outside Closing Date, Seller may: (A) waive the Seller's Closing Condition and close escrow in accordance with this Agreement, or (B) terminate this Agreement by written notice to Purchaser and Title Company at or prior to the Outside Closing Date, in which event the Title Company shall immediately return all documents, instruments and funds delivered into escrow to the party that delivered the same into escrow, and thereafter, the parties shall be relieved of any further obligations hereunder other than those that specifically survive termination hereunder.

7. CONDITIONS PRECEDENT TO PURCHASER'S OBLIGATIONS. In addition to all other conditions to Purchaser's obligations hereunder, Purchaser's obligation to consummate the transactions contemplated by this Agreement shall be conditioned upon the occurrence or fulfillment of each of the following conditions or events or before the Outside Closing Date (or such earlier time as may be specifically noted below) unless waived in writing by Purchaser (hereinafter, the "Purchaser's Closing Conditions"):

- (a) The boundaries and legal description of the Property set forth on the Survey shall have been approved by Seller in its reasonable discretion and all Platting Approvals shall have been obtained by Purchaser.
- (b) The Title Company shall be irrevocably committed to issue the Owner's Title Policy to Purchaser at Closing (or equivalent signed proforma or mark-up).

Resolution 53-2020
Exhibit B
Proposed Project Agreement

8e

- (c) The Project Plans shall have been approved by Seller and the ARC.
- (d) Seller shall have complied with, fulfilled and performed each of the covenants, terms and conditions to be complied with, fulfilled or performed by Seller hereunder.
- (e) The delivery by Seller of each of the documents, instruments or things herein specified to be delivered to Purchaser by Seller at Closing.
- (f) The representations and warranties of Seller set forth in Section 12 of this Agreement shall be true and correct in all material respects on and as of the Closing Date with the same force and effect as if made on the Closing Date.
- (g) Seller and Purchaser shall have agreed upon and finalized the Easement Agreement as provided in Section 5(e) hereof.
- (h) Prior to the Inspection Period Deadline, Purchaser's Board of Trustees shall have passed a resolution approving the terms and conditions of the transaction and authorizing the consummation of the transaction.

Without in any way limiting Purchaser's rights and remedies under Section 16 hereof with respect to any default by Seller, if any of the Purchaser's Closing conditions above have not been fulfilled on or before the Outside Closing Date, Purchaser may: (A) waive the Purchaser's Closing Condition and close escrow in accordance with this Agreement, or (B) terminate this Agreement by written notice to Seller and Title Company at or prior to the Outside Closing Date, in which event the Title Company shall immediately return all documents, instruments and funds delivered into escrow to the party that delivered the same into escrow, and thereafter, the parties shall be relieved of any further obligations hereunder other than those that specifically survive termination hereunder.

8. **CLOSING.** The closing of the transactions contemplated by this Agreement (the "Closing") shall take place in escrow through the office of the Title Company on a business day and at a time specified by Purchaser in a written notice from Purchaser to Seller, which date and time shall be at least three (3) business days after the date upon which Seller receives such notice; provided, that, Closing shall not occur unless all of the Purchaser's and Seller's conditions to Closing have been fulfilled or waived as provided in this Agreement, but in any event the Closing shall occur no later than September 1, 2021 (the "Outside Closing Date"). The date of Closing shall be deemed the "Closing Date". In the event this transaction is not consummated at a Closing on or before the Outside Closing Date because either Seller or Purchaser despite its good faith efforts fails to satisfy or waive a Closing condition set forth herein, this Agreement shall be automatically terminated as of such date unless otherwise agreed to in writing by both parties.

9. **CLOSING DELIVERIES.**

- (a) Seller's Closing Deliveries. At Closing, Seller shall deliver into escrow duly executed originals of the following:

Resolution 53-2020
Exhibit B
Proposed Project Agreement

8e

- (i) Special warranty deed (the "Deed"), in recordable form, conveying Seller's title in the Property to Purchaser;
- (ii) Title affidavit in a form acceptable to the Title Company to delete those general exceptions contained in Schedule B of the Title Commitment which do not require a survey to delete;
- (iii) Indiana Sales Disclosure form as required by Indiana law ("Sales Disclosure");
- (iv) Certificate of non-foreign status with respect to Seller as required by Section 1445 of the Internal Revenue Code;
- (v) Certified copy of the Resolution of Seller required under IC 36-7-30-17(g) to confirm that Seller has the authority to convey the Property;
- (vi) Closing settlement statement prepared by the Title Company (the "Closing Statement");
- (vii) The Easement Agreement; and
- (viii) Any other documents, instruments, records, correspondence or agreements called for hereunder which have not previously been delivered, or which are reasonably required by Title Company and customary for commercial real estate transactions in Indianapolis, Indiana to close the escrow and consummate the purchase of the Property in accordance with the terms hereof.

All of the above documents shall be in form and substance reasonably satisfactory to Purchaser and Purchaser's counsel. The costs of recording such documents shall be borne by Purchaser.

(b) Purchaser's Closing Deliveries. At Closing, Purchaser shall deliver into escrow duly executed originals of the following (as applicable):

- (i) Counterpart to the Sales Disclosure;
- (ii) Copy of properly authorized resolution or written consent evidencing that Purchaser has the power and authority to execute and deliver this Agreement and all of the other documents to be executed and delivered by Purchaser hereunder; and to close the transaction contemplated hereunder;
- (iii) Counterpart to the Closing Statement;
- (iv) Counterpart to the Easement Agreement; and
- (v) Any other documents, instruments, records, correspondence or agreements called for hereunder which have not previously been delivered, or which are reasonably required by Title Company and customary for commercial

Resolution 53-2020
Exhibit B
Proposed Project Agreement

8e

real estate transactions in Indianapolis, Indiana to close the escrow and consummate the purchase of the Property in accordance with the terms hereof.

All of the above shall be in form and substance reasonably satisfactory to Seller and Seller's counsel.

10. **CLOSING COSTS.** At Closing, (a) Seller and Purchaser shall each be responsible for their respective attorneys' fees; and (b) Purchaser shall be responsible for the payment of: (i) the escrow or insured closing costs charged by the Title Company, if any; (ii) other customary charges including but not limited to recordation of the Deed and filing fees for the Sales Disclosure; (iii) the Survey, (iv) title examination fees, title premium for the Owner's Title Policy, title endorsements, and premium for lender's title policy and title endorsements, if applicable; and (v) architectural, engineering, environmental inspection fees, and any and all other due diligence costs and transaction costs incurred by Purchaser in connection with the transaction contemplated by this Agreement.

11. **TAXES AND ASSESSMENTS.** Purchaser acknowledges that the Property is currently exempt from real estate taxes. Purchaser shall assume and pay all special assessments for municipal improvements with respect to the Property which become a lien after the Closing, and any and all real estate taxes which become due and payable from and after Closing, if applicable. Notwithstanding the foregoing, if taxes or assessments become a lien on the Property prior to Closing, Seller shall satisfy any such amount or an amount equal to the sum of all such taxes and/or assessments owed shall be prorated to the Closing Date and become a credit to Purchaser at Closing.

12. **REPRESENTATIONS AND WARRANTIES OF SELLER.** By execution hereof, Seller represents and warrants to Purchaser that the following statements are, and at the Closing will be, true:

(a) Seller has not made any contract to sell or lease all or any part of the Property to any person other than Purchaser, nor has Seller given to any person an option which is presently exercisable to purchase all or any part of the Property.

(b) The execution and delivery of this Agreement and the other documents contemplated in this Agreement by Seller, and the performance by Seller of Seller's obligations under this Agreement will not violate any current provision of law, any order of any court or agency of government, or any indenture, agreement or any other instrument to which Seller is a party.

(c) Seller has full right, power and Seller to sell the Property to Purchaser pursuant to the terms of this Agreement, and this Agreement, when executed and delivered to Purchaser, will constitute the legal, valid and binding obligation of Seller enforceable against Seller in accordance with the terms hereof.

(d) To Seller's knowledge, there are no condemnation or similar proceedings pending or threatened against the Property or any part thereof.

(e) There is no action, suit, proceeding or investigation at law or in equity, or

Resolution 53-2020
Exhibit B
Proposed Project Agreement

8e

by or before any United States court, arbitrator, administrative authority, or other federal, state or local governmental authority, pending or, to the actual knowledge of Seller threatened against the Property or Seller, wherein an unfavorable decision, ruling or finding would have a material adverse effect on the validity of this Agreement or a material adverse effect on the transactions contemplated hereby.

(f) No attachments, execution proceedings, liens, assignments or insolvency proceedings are pending or, to the best of Seller's knowledge, threatened against Seller or the Property or contemplated by Seller.

13. **REPRESENTATIONS AND WARRANTIES OF PURCHASER.** By execution hereof, Purchaser represents and warrants to Seller that the following statements are, and at the Closing will be, true:

(a) The execution and delivery of this Agreement and the other documents contemplated in this Agreement by Purchaser, and the performance by Purchaser of Purchaser's obligations under this Agreement will not violate any current provision of law, any order of any court or agency of government, or any indenture, agreement or any other instrument to which Seller is a party.

(b) Purchaser has full right, power consummate the transactions contemplated by the terms of this Agreement, and this Agreement, when executed and delivered to Seller, will constitute the legal, valid and binding obligation of Purchaser enforceable against Purchaser in accordance with the terms hereof.

(c) There is no action, suit, proceeding or investigation at law or in equity, or by or before any United States court, arbitrator, administrative authority, or other federal, state or local governmental authority, pending or, to the actual knowledge of Purchaser, threatened against Purchaser, wherein an unfavorable decision, ruling or finding would have a material adverse effect on the validity of this Agreement or a material adverse effect on the transactions contemplated hereby.

(d) No attachments, execution proceedings, liens, assignments or insolvency proceedings are pending or, to the best of Purchaser's knowledge, threatened against Purchaser or contemplated by Purchaser.

14. **PURCHASER'S COVENANTS.** Purchaser covenants and agrees as follows:

(a) Project Commencement and Completion Covenant. Purchaser covenants that it will (hereinafter, the "Construction Condition"): (i) commence construction of the Project within ninety (90) days after the Closing Date (the "Construction Commencement Date"), subject to extension due to delays caused by an event of Force Majeure, and (ii) substantially complete the Project on or before December 31, 2022 (the "Completion Deadline"), subject to extension due to delays caused by an event of Force Majeure. For purposes of this Agreement, "commencement of construction" or any derivation thereof, means the undertaking of material and substantial work on the Property related to the construction of the Project such as installation of footings, foundations, and infrastructure and shall not be deemed to occur as a result of mere excavation work. The Project shall

Resolution 53-2020
Exhibit B
Proposed Project Agreement

8e

be deemed to be "substantially complete" at such time as the architect for the Project certifies that the Project has been substantially completed in accordance with the Approved Plans, excluding minor punch-list items and landscaping work, and Purchaser has completed all work and submitted all information reasonably necessary to obtain a certificate of occupancy from the City of Lawrence for the Building. If Purchaser fails to satisfy the Construction Condition, then, at Seller's election, title to the Property shall revert to Seller (the "Reversionary Right"); provided, that, Seller must exercise said reversionary Right prior to cure by Purchaser. If Seller does not exercise the Reversionary Right prior to Purchaser's cure, the Reversionary Right shall be deemed null and void and of no further force or effect. The Reversionary Right shall be set forth in the Deed. If Seller exercises the Reversionary Right, Seller shall be obligated to pay: (a) the costs of any title insurance and survey required by Seller in connection with the re-conveyance of the Property to Seller, (b) any closing fees charged by the Title Company, and (c) any deed recording and filing fees. The Property shall be re-conveyed to Seller by a special warranty deed duly executed by Purchaser, subject only to: (1) the Permitted Exceptions set forth in the Deed to Purchaser, and (3) any other exceptions approved by Seller. Seller shall record a release of its Reversionary Right, after written request of Purchaser, so long as Purchaser has fulfilled its obligations to complete the Project in accordance with the Approved Plans.

(b) Compliance Covenant. Purchaser covenants that it will complete the Project in substantial accordance with the Approved Plans and will develop the Property in accordance with the restrictions, conditions and architectural covenants provided for in the PUD, and otherwise in accordance with the Approved Plans on or before the Completion Deadline.

(c) Operating Covenant; Use. On or before March 31, 2023, subject to extension due to an event of Force Majeure, Purchaser covenants that it will commence library operations at the Property and continue such operations at the Property for a period of at least ten (10) years thereafter and be staffed and operated in accordance with the operations of comparable libraries within the Purchaser's system. The Project shall be operated as a library and related ancillary uses, and for no other use or purpose for a period of ten (10) years after the date of the opening of the library. The foregoing covenant set forth herein shall run with the land and shall be set forth in the Deed.

(d) Tax Covenant. Purchaser acknowledges that Seller has established a tax increment financing (TIF) district which includes the Property and certain surrounding real estate. So long as the TIF district remains in place and includes the Property, an owner of the Property (or any portion thereof) will not apply for, seek, claim or accept a reduction of, or an exemption from, the real estate property taxes with respect to the Property, the Project or any portion thereof (whether through appeal of assessment, abatement request, refund request; exemption request or otherwise) without the prior written consent of Seller, or Seller's successor. This covenant shall not prohibit an owner from (i) appealing an assessment of the assessed values relating to the Property or the Project in the event such owner reasonably determines the assessments are in error except as otherwise as permitted under applicable law or (ii) applying for, seeking, claiming, a reduction of assessments or a refund of property taxes paid relating to the Property or the

Project in the event such owner reasonably determines that the assessments or tax statements are wrong due to mathematical error or other errors. Notwithstanding the foregoing, the foregoing covenant shall not apply to Purchaser so long as Purchaser owns the Property in whole or in substantial part, and Purchaser continues to maintain tax-exempt status under Indiana law with respect to real estate taxes and assessments. The foregoing covenant set forth herein (including the non-applicability to Purchaser provided above) shall run with the land and shall be set forth in the Deed.

The foregoing covenants of Purchaser shall survive Closing.

15. **SELLER'S COVENANTS.** Seller will use commercially reasonable efforts to obtain on or before Closing, a commitment from IndyGO to provide improved public bus service to *Lawrence Village at the Fort* for the benefit of the Lawrence community, and for purposes of assisting Purchaser in its efforts to attract and retain customers and patrons for the Project. Purchaser will cooperate with Seller in such efforts. Notwithstanding the foregoing, Seller's inability to obtain such commitment after the use of commercially reasonable efforts shall not be deemed a breach or default by Seller hereunder, and shall not be deemed to be a condition to Purchaser's performance of its obligations hereunder, including its obligation to close on the acquisition of the Property.

16. **DEFAULT; TERMINATION.**

(a) Default by Seller. If, prior to Closing, Seller fails to perform any of its obligations under this Agreement for any reason other than Purchaser's default or the permitted termination of this Agreement by either Seller or Purchaser as expressly provided in this Agreement, Purchaser shall have the right, at Purchaser's election, to terminate this Agreement or seek specific performance, in either case as Purchaser's sole remedy at law or in equity. If this Agreement is terminated by Purchaser pursuant to this Section 16(a), Purchaser and Seller shall be released from all further obligations and liabilities hereunder (except those that are expressly stated herein to survive termination), and this Agreement shall be of no further force or effect. Purchaser shall be deemed to have elected to terminate this Agreement if Purchaser fails to file suit for specific performance against Seller in a court having jurisdiction in the county and state in which the Property is located, on or before sixty (60) days following the date upon which Closing was to have occurred (and Purchaser irrevocably waives any right to file suit for specific performance after the end of such 60-day period).

(b) Default by Purchaser. If, prior to Closing, Purchaser fails to perform any of its obligations under this Agreement for any reason other than Seller's default or the permitted termination of this Agreement by either Seller or Purchaser as expressly provided in this Agreement, Seller shall have the right to: (A) terminate this Agreement and (B) obtain reimbursement from Purchaser for any and all third party costs and expenses actually incurred by Seller in connection with the this Agreement and the transactions contemplated hereunder (the "Reimbursement Amount"); and if Seller terminates this Agreement, then Seller and Purchaser (after payment of the Reimbursement Amount to Seller) shall be released from all further obligations and liabilities hereunder (except those that are expressly stated herein to survive termination);

Resolution 53-2020
Exhibit B
Proposed Project Agreement

8e

provided, that, if Purchaser shall fail or refuse to perform its obligations set forth herein which specifically survive termination or Closing, in addition to any remedies set forth in Section 14 hereof, Seller shall have the right at its election to: (i) seek damages, (ii) specific performance, or (iii) any other available remedies at law or in equity. Seller shall be entitled to recover the reasonable costs and attorneys' fees incurred by it in connection with any of the above referenced actions if it is the Prevailing Party in such action.

For purposes of this Agreement, a "Prevailing Party" includes, but is not limited to, a party who obtains legal counsel or brings any action against another party by reason of an alleged breach or default and is awarded by an arbitrator, jury or judge substantially or at least some of the relief sought, whether by compromise, settlement or judgment.

17. **POSSESSION.** Seller shall deliver complete and exclusive possession of the Property to Purchaser at the time of Closing free and clear of any rights or claims of any other persons for possession other than the Permitted Exceptions.

18. **PROPERTY CONDITION.** PURCHASER, BY PURCHASER'S EXECUTION HEREOF, ACKNOWLEDGES THAT EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT (i) PURCHASER IS PURCHASING THE PROPERTY IN "AS IS" CONDITION; (ii) SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE OF, AS TO, CONCERNING OR WITH RESPECT TO (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 PURCHASER MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENT SELLER 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, OR (H) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING, THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY, OF ANY HAZARDOUS MATERIALS; (iii) PURCHASER HAS FULLY INSPECTED THE PROPERTY AND THAT THE CONVEYANCE AND DELIVERY OF THE PROPERTY CONTEMPLATED BY THIS AGREEMENT IS "AS IS" AND "WITH ALL FAULTS"; AND (iv) NO WARRANTY HAS ARISEN THROUGH TRADE, CUSTOM OR COURSE OF DEALING WITH PURCHASER. PURCHASER REPRESENTS THAT PURCHASER HAS MADE OR WILL MAKE ON OR BEFORE CLOSING AND, IF NOT, DOES HEREBY WAIVE (1) ALL INSPECTIONS OF

THE PROPERTY TO DETERMINE ITS VALUE AND CONDITION DEEMED NECESSARY OR APPROPRIATE BY PURCHASER, INCLUDING, WITHOUT LIMITATION, INSPECTIONS FOR THE PRESENCE OF ASBESTOS, PESTICIDE RESIDUES, UNDERGROUND STORAGE TANKS, HAZARDOUS WASTE AND OTHER HAZARDOUS MATERIALS AND (2) INVESTIGATIONS TO DETERMINE WHETHER ANY PORTION OF THE PROPERTY LIES WITHIN ANY FLOOD HAZARD AREA AS DETERMINED BY THE U.S. ARMY CORPS OF ENGINEERS. PURCHASER'S INSPECTION OF THE PROPERTY (OR WAIVER THEREOF) SHALL RELIEVE SELLER OF ANY LIABILITY TO PURCHASER AS A RESULT OF ANY ENVIRONMENTAL HAZARD ON OR TO THE PROPERTY AND/OR ANY OTHER PHYSICAL CONDITION OF THE PROPERTY (INCLUDING THE IMPROVEMENTS).

19. **FORCE MAJEURE.** Whenever a party is required to perform an act under this Agreement by a certain time, such time shall be deemed extended so as to take into account events of "Force Majeure," so long as notice of the specific event creating the Force Majeure and the estimated delay resulting from such event is provided to the other party within ten (10) business days of such party having become aware of such event. For purposes of this Agreement, "Force Majeure" means any act of God, fire, earthquake, flood, explosion, police action, invasion, insurrection, riot, mob violence, sabotage, strike, terrorism, condemnation, inclement weather, material shortages or inability to obtain materials (including inability to obtain asphalt or cement for road improvements and road work during winter months), any court order, judgment or decree or other judicial action, finding or adjudging the absence of the ability, right, power of a party to carry out the terms of this Agreement, or otherwise preventing or enjoining a party from proceeding with its obligations under this Agreement (provided no such court order, judgment or decree resulting from a petition, initiative or judicial action filed by Seller shall be an event of Force Majeure for Seller, and no such court order, judgment or decree resulting from a petition, initiative or judicial action filed by Purchaser shall be an event of Force Majeure for Purchaser), restraint by or of governmental, civil or military authorities, including inability to obtain permits or approvals as a result of delays caused by governmental authorities, but specifically excluding from such definition of Force Majeure any delay in the issuance of permits or approvals caused by the action or omission of the party (not acting in good faith) claiming Force Majeure, epidemics, pandemics (including circumstances related to the COVID-19 pandemic) or wide-spread disease outbreak recognized by the World Health Organization, the Centers for Disease Control and Prevention or similar agencies, acts of civil or military authorities, riots, enemy action, civil commotion, insurrections, and acts of government (including any quarantine, shelter-in-place orders, stay-at-home orders, travel restrictions, prohibitions/limitations on gatherings, or similar measures taken in relation thereto by any government agency or authority to prevent the spread of COVID-19). Notwithstanding anything in this Agreement to the contrary, a party's lack of, or inability to procure, monies to fulfill its commitments and obligations under this Agreement shall not constitute Force Majeure.

20. **SUCCESSORS AND ASSIGNS.** Subject to Section 24 hereof, the terms, provisions, covenants, agreements and conditions contained in this Agreement shall apply to, inure to the benefit of and be binding upon, the parties hereto and upon their respective heirs, legal representatives, successors and assigns.

21. **RISK OF LOSS; CONDEMNATION.** All risk of loss or damage to the Property shall be borne by Seller to and including the Closing Date. If all or any portion of the Property is damaged or becomes the subject of an appropriation proceeding or threat thereof by a public or quasi-public Seller having the power of eminent domain, Seller shall immediately notify Purchaser orally and in writing thereof. In such event, Purchaser may elect to (a) terminate the Agreement, or (b) proceed with the transaction, in which event, Purchaser shall be entitled to all insurance proceeds for such damage or the proceeds of any condemnation award or payment in lieu thereof resulting from eminent domain proceedings relating to the Property. If Purchaser elects to terminate the Agreement as hereinabove provided, Purchaser shall notify Seller within ten (10) business days after Purchaser has received written notice of such damage or destruction or such appropriation proceeding or threat thereof. Seller shall insure the Property through and including the Closing Date.

22. **ENTIRE AGREEMENT; WRITTEN MODIFICATIONS.** This instrument contains the entire agreement between Seller and Purchaser with respect to the subject matter hereof. All representations, promises and prior or contemporaneous understandings between the parties are merged into and expressed in this instrument, and any and all prior agreements between the parties are hereby canceled. The agreement contained in this instrument shall not be amended, modified or supplemented without the written agreement of Seller and Purchaser, as evidenced by each of their respective signatures thereto, at the time of such amendment, modification or supplement.

23. **EXPENSES; BROKERAGE.** Except as otherwise specifically provided in this Agreement, Seller and Purchaser hereby covenant and agree to each bear their own expenses incurred in connection herewith, and neither shall be liable to the other for any of such expenses, whether or not the transaction contemplated hereby is consummated. Each of Purchaser and Seller represent and warrant that they, respectively, have not dealt with any broker, agent, finder or similar party in connection with the transaction contemplated by this Agreement and each of Purchaser and Seller hereby indemnifies 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 23 shall survive the Closing or any earlier termination of this Agreement.

24. **ASSIGNMENT.** Purchaser shall not have the right to assign Purchaser's interest in this Agreement without the prior written consent of Seller. This provision shall include any act that has the effect of an assignment or transfer occurring by operation of law or otherwise. Notwithstanding the foregoing, this Agreement may be assigned by Purchaser to an affiliate entity that is in control of, controlled by or under common control with Purchaser ("Affiliate") without Seller's written consent; provided that Purchaser shall be obligated to provide Seller with a fully executed copy of the assignment and assumption agreement in a form reasonably acceptable to Seller which evidences Purchaser's assignment of all of its obligations hereunder to such Affiliate assignee and the Affiliate assignee's express assumption of all of such obligations. Notwithstanding any permitted assignment hereunder, Purchaser shall continue to be liable under this Agreement until Closing.

Resolution 53-2020
Exhibit B
Proposed Project Agreement

8e

25. **NOTICES.** All notices which are required or permitted under this Agreement shall be in writing and shall be deemed to have been given, delivered or made, as the case may be (notwithstanding lack of actual receipt by the addressee), (a) when delivered by personal delivery, or (b) one business day after having been deposited with an expedited, overnight courier service, addressed to the party to whom notice is intended to be given at the address set forth below:

To Seller: Fort Harrison Reuse Authority
8950 Otis Avenue
Indianapolis, IN 46216
Attention: Executive Director

With a copy to: Ice Miller LLP
One American Square, Suite 2900
Indianapolis, Indiana 46282
Attention: April Sparks Pyatt, Esq.

To Purchaser: Indianapolis Marion County Public Library
2450 N. Meridian Street
Indianapolis, Indiana 46206
Attention: Chief Executive Officer

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

or to such other address as shall be furnished in writing by either party to the other.

26. **COUNTERPARTS.** This Agreement may be executed in several counterparts, by separate signature pages, and/or by electronic or facsimile signatures, each of which may be deemed an original, and all such counterparts, separate signature pages, and electronic or facsimile signatures together shall constitute one and the same Agreement.

27. **CALCULATION OF TIME PERIODS; BUSINESS DAY.** Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is not a business day, in which event the period shall run until the end of the next day which is a business day. The last day of any period of time described in this Agreement shall be deemed to end at 5:00 p.m. Eastern Standard Time. As used herein, the term "business day" means any day that is not a Saturday, Sunday or legal holiday for national banks in the City of Indianapolis.

28. **EFFECTIVE DATE.** The date of the last party to sign this Agreement as set forth below the signatures shall constitute the "Effective Date" of this Agreement for all purposes and shall be inserted on the first page of this Agreement.

Resolution 53-2020
Exhibit B
Proposed Project Agreement

8e

[SIGNATURE PAGE FOLLOWS.]

[Signature Page to Project Agreement]

WHEREFORE the parties have executed this Agreement as of the Effective Date.

"Purchaser"

INDIANAPOLIS-MARION COUNTY PUBLIC
LIBRARY

By: _____
(Signature)

Its: _____
(Printed Name and Title)

Date signed by Purchaser: _____

"Seller"

FORT HARRISON REUSE AUTHORITY

By: _____
Kyle Walker, President

Date signed by Seller: _____

Resolution 53-2020
Exhibit B
~~EXHIBIT A~~
Proposed Project Agreement
DEPICTION OF LAND

8e

[To be inserted.]



Board Briefing Report

10

To: IndyPL Board **Meeting Date:** 11/23/2020
From: The Indianapolis Public Library Foundation
Subject: November 2020 Update

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

News

The Library Foundation's Board of Directors met on November 10 and approved the Foundation's 2021 budget, which includes \$2.96 million for Library programs and services.

On October 29, the Foundation held a virtual event for Library retirees via Zoom. Retirees heard from Library Trustee and Foundation Board member TD Robinson, Library CEO Jackie Nytes and Library Foundation President Roberta Jagers. After their update on the Library and Foundation's news, retirees had a chance to ask questions and visit with one another. Many remarked how nice it was to visit with other retirees who have since moved away from Indianapolis. After the event, we emailed a link to the video so retirees unable to make it at that time could watch later. We received a lot of great feedback about the format of the event. One retiree wrote to us saying, "Seeing the value you place on and the respect you have for the retirees reassures me that when we are able to get out of our safe bubble, the Library will continue to be the welcoming place it has always been."

Donors

The Foundation thanks 290 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.

Eli Lilly and Company Foundation, Inc.
The Indianapolis Foundation Library Fund
The Minde Browning Memorial Fund

Program Support

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

Cultural

Library Staffing

Children's

On the Road to Reading

Collections/IT

Digital Encyclopedia of Indianapolis

Lifelong Learning

Library Staffing



Board Action Request

11a1

To: IMCPL Board **Meeting Date:** November 23, 2020

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

Effective Date: November 23, 2020

Subject: Finances, Personnel and Travel Resolution 54-2020

Recommendation: Approve Finances, Personnel and Travel Resolution 54-2020

Background: The Finances, Personnel and Travel Resolution 54-2020 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 54 - 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 October 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 **73530** through **73665** for a total of
\$1,103,449.90 were issued from the operating bank accounts.

EFT numbers **1408** through **1419** and
303320 through **303353** and
303361 through **303384** and
303392 through **303417** and
303420 through **303461** for a total of

\$2,255,693.78 were issued from the operating bank accounts.

Warrant number **836** through **837** for a total of
\$284.90 was issued from the fines bank account.

Warrant numbers **7726** through **7761** for a total of
\$524,311.94 were issued from the gift bank account.

EFT numbers **303354** through **303360** and
303385 through **303391** and
303418 through **303419** and
303462 through **303464** for a total of

\$181,315.52 were issued from the gift bank account.

Warrant numbers **269046** through **269066** and
1379 through **1380** for a total of

\$8,643.85 were issued for employee payroll

Direct deposits numbers **400001** through **400522** and
420001 through **420525** and
440001 through **440537** for a total of

\$1,522,044.91 were issued for employee payroll

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

\$589,360.98 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

No.	Type	Date	Reference	Amount
1408	EFT	10/01/2020	FIDELITY INVESTMENTS	4,468.58
1409	EFT	10/01/2020	AMERICAN UNITED LIFE INSURANCE CO	3,665.69
1410	EFT	10/05/2020	PUBLIC EMPLOYEES' RETIREMENT FUND OF INDIANA	102,303.01
1411	EFT	10/15/2020	FIDELITY INVESTMENTS	4,468.58
1412	EFT	10/15/2020	AMERICAN UNITED LIFE INSURANCE CO	3,640.69
1413	EFT	10/16/2020	ADP, INC.	5,502.07
1414	EFT	10/16/2020	ADP, INC.	898.50
1415	EFT	10/16/2020	INDIANA DEPARTMENT OF REVENUE	174.96
1416	EFT	10/19/2020	U.S. POSTAL SERVICE	2,000.00
1417	EFT	10/19/2020	PUBLIC EMPLOYEES' RETIREMENT FUND OF INDIANA	102,159.48
1418	EFT	10/29/2020	FIDELITY INVESTMENTS	4,548.58
1419	EFT	10/29/2020	AMERICAN UNITED LIFE INSURANCE CO	3,640.69
73530	CHECK	10/01/2020	ABELL ELEVATOR SERVICE CO	9,240.50
73531	CHECK	10/01/2020	ADP, INC.	1,952.79
73532	CHECK	10/01/2020	ALLEN IRRIGATION COMPANY, INC.	209.00
73533	CHECK	10/01/2020	ASI SIGNAGE INNOVATIONS	12,300.00
73534	CHECK	10/01/2020	AT&T	1,505.43
73535	CHECK	10/01/2020	BLACKMORE & BUCKNER ROOFING	539.40
73536	CHECK	10/01/2020	CATCHINGS VENTURES, LLC	240.50
73537	CHECK	10/01/2020	CHARITABLE ADVISORS	245.00
73539	CHECK	10/01/2020	DACO GLASS & GLAZING INC	3,101.50
73539	CHECK	10/01/2020	DACO GLASS & GLAZING INC	3,101.50
73540	CHECK	10/01/2020	FMB ESCROW AGENT WAYNE BR RENO 00 9870.	11,201.44
73541	CHECK	10/01/2020	IBJ MEDIA	895.99
73542	CHECK	10/01/2020	IMAGE 360 INDIANAPOLIS NORTHWEST	150.00
73543	CHECK	10/01/2020	INDIANA LIBRARY FEDERATION	40.00
73544	CHECK	10/01/2020	INDIANA NEWSPAPERS, INC.	465.49
73545	CHECK	10/01/2020	INDIANAPOLIS FLEET SERVICES	1,229.54
73546	CHECK	10/01/2020	KIGHTLINGER & GRAY, LLP	3,366.00
73547	CHECK	10/01/2020	KONE, INC	2,765.00
73548	CHECK	10/01/2020	MIDWEST LANGUAGE SERVICES LLC	38.90
73549	CHECK	10/01/2020	PLEWS SHADLEY RACHER & BRAUN LLP	332.50
73550	CHECK	10/01/2020	PROVIDENCE OUTDOOR	495.00
73551	CHECK	10/01/2020	SECURITAS ELECTRONIC SECURITY, INC.	228.50
73552	CHECK	10/01/2020	SEND THIS FILE, INC	999.95
73553	CHECK	10/01/2020	ONE DIVERSIFIED, LLC	603.31
73554	CHECK	10/01/2020	SONDHI SOLUTIONS	1,552.73
73555	CHECK	10/01/2020	THE HARMON HOUSE L.L.C.	105.00
73556	CHECK	10/01/2020	THE INDIANAPOLIS PUBLIC LIBRARY FOUNDATION	1,210.50
73557	CHECK	10/01/2020	TINT KING L.L.C.	225.00
73558	CHECK	10/01/2020	UNITED PARCEL SERVICE	202.83
73559	CHECK	10/01/2020	YOURMEMBERSHIP.COM, INC.	1,102.00
73560	CHECK	10/01/2020	CITIZENS ENERGY GROUP	1,322.38
73561	CHECK	10/01/2020	FREEDOM U.S. ACQUISITION CORP.	3,650.00
73562	CHECK	10/01/2020	THE HARMON HOUSE L.L.C.	350.00
73563	CHECK	10/08/2020	AFSCME COUNCIL IKOC 962	1,733.71
73564	CHECK	10/08/2020	AMERICAN UNITED LIFE INSURANCE CO	3,165.63
73565	CHECK	10/08/2020	ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC	73,913.25
73566	CHECK	10/08/2020	AT&T MOBILITY	676.87
73567	CHECK	10/08/2020	CMID	12,720.00
73568	CHECK	10/08/2020	DACO GLASS & GLAZING INC	965.00
73569	CHECK	10/08/2020	GUARDIAN	15,472.08
73570	CHECK	10/08/2020	HALL, RENDER, KILLIAN, HEATH & LYMAN, P.C.	9,751.00
73571	CHECK	10/08/2020	KIT MEDIA	2,289.00
73572	CHECK	10/08/2020	LEGALSHIELD	313.25
73573	CHECK	10/08/2020	OFFICEWORKS	12,333.84
73574	CHECK	10/08/2020	PATRON POINT, INC.	8,750.00
73575	CHECK	10/08/2020	PAYPAL	54.10
73576	CHECK	10/08/2020	IMCPL - POWERS & SONS - RETAINAGE	92,994.00

No.	Type	Date	Reference	Amount
73577	CHECK	10/15/2020	T-800MD, LLC	920.50
73578	CHECK	10/15/2020	AMERICAN UNITED LIFE INSURANCE CO	1,530.60
73579	CHECK	10/15/2020	ANTHEM INSURANCE COMPANIES, INC	310,500.00
73580	CHECK	10/15/2020	AT&T	1,944.25
73581	CHECK	10/15/2020	AT&T	36.29
73582	CHECK	10/15/2020	AT&T	190.38
73583	CHECK	10/15/2020	ATC GROUP SERVICES, LLC	4,263.50
73584	CHECK	10/15/2020	BRANDON S. GLENN	100.00
73585	CHECK	10/15/2020	CENTRAL LIBRARY (PETTY CASH)	39.16
73586	CHECK	10/15/2020	CENTRAL TECHNOLOGY INC	15,930.00
73587	CHECK	10/15/2020	CHARGEPOINT, INC	265.00
73588	CHECK	10/15/2020	BRIGHT HOUSE NETWORKS	89.99
73589	CHECK	10/15/2020	CHRISTOPHER B. BURKE ENGINEERING, LLC	2,812.50
73590	CHECK	10/15/2020	CITIZENS ENERGY GROUP	269.15
73591	CHECK	10/15/2020	COMPUTYPE INC.	1,191.18
73592	CHECK	10/15/2020	DYNAMARK GRAPHICS GROUP	307.03
73593	CHECK	10/15/2020	GANNETT SATELLITE INFORMATION NETWORK, LLC	244.40
73594	CHECK	10/15/2020	GLENDALE TOWN CENTER	25,895.83
73595	CHECK	10/15/2020	GRM INFORMATION MANAGEMENT SERVICES OF INDIANA	281.39
73596	CHECK	10/15/2020	HIGHWAY SAFETY SERVICES INC.	14,899.55
73597	CHECK	10/15/2020	INNOVATIVE CONSTRUCTION SERVICES INC.	6,070.00
73598	CHECK	10/15/2020	MARIA ROSALES MORENO	100.00
73599	CHECK	10/15/2020	MARINA ZIMMERMAN	44.00
73600	CHECK	10/15/2020	MARSHALL & SWIFT/BOECKH, LLC	371.95
73601	CHECK	10/15/2020	MICHAEL A. REUTER CONSULTING SERVICES, INC.	700.00
73602	CHECK	10/15/2020	MID-AMERICA SOUND CORP.	340.00
73603	VOID	10/15/2020	OCLC INC	0.00
73604	CHECK	10/15/2020	PLYMOUTH ROCKET, INC	650.00
73605	CHECK	10/15/2020	RATANYA OLAVES	400.00
73606	CHECK	10/15/2020	ROWLAND DESIGN, INC.	250.00
73607	CHECK	10/15/2020	SONDHI SOLUTIONS	551.61
73608	CHECK	10/15/2020	SPRINT PCS	4,061.75
73609	CHECK	10/15/2020	THE HARMON HOUSE L.L.C.	995.00
73610	CHECK	10/15/2020	UNITED STATES PATENT & TRADEMARK OFFICE	50.00
73611	CHECK	10/15/2020	WILLIAMS DISTRIBUTION, LLC.	633.00
73612	CHECK	10/22/2020	ADRIAN MATEJKA	5,000.00
73613	CHECK	10/22/2020	AIR WORX	1,973.37
73614	CHECK	10/22/2020	ARAB TERMITE AND PEST CONTROL INC	1,773.00
73615	CHECK	10/22/2020	ASI SIGNAGE INNOVATIONS	2,098.00
73616	CHECK	10/22/2020	AT&T	1,436.56
73617	CHECK	10/22/2020	CENTRAL TECHNOLOGY INC	820.16
73618	CHECK	10/22/2020	CITIZENS ENERGY GROUP	6,383.91
73619	CHECK	10/22/2020	CLARK, QUINN, MOSES, SCOTT & GRAHN, LLP	31,491.25
73620	CHECK	10/22/2020	CMID	11,550.00
73621	CHECK	10/22/2020	CONSTELLATION NEWENERGY - GAS DIVISION, LLC	878.53
73622	CHECK	10/22/2020	ECONOMIC CLUB OF INDIANA	235.00
73623	CHECK	10/22/2020	ELIZABETH FRANKLIN	1,716.66
73624	CHECK	10/22/2020	GALE GROUP THE	643.30
73625	CHECK	10/22/2020	GLS, INC.	500.00
73626	CHECK	10/22/2020	INDIANAPOLIS POWER & LIGHT COMPANY	68,128.48
73627	CHECK	10/22/2020	KENNETH N. GIFFIN	1,470.00
73628	CHECK	10/22/2020	LEHMAN'S INC. OF ANDERSON	631.85
73629	CHECK	10/22/2020	LINEL, LLC	8,450.00
73630	CHECK	10/22/2020	MACDOUGALL PIERCE CONSTRUCTION	106,738.20
73631	CHECK	10/22/2020	I-MCPL - MACDOUGALL PIERCE - RETAINAGE	11,859.80
73632	CHECK	10/22/2020	MATTHEW BENDER & CO.	2,180.63
73633	CHECK	10/22/2020	OCLC INC	9,971.18
73634	CHECK	10/22/2020	SARAH FOX	100.00
73635	CHECK	10/22/2020	THE INDIANAPOLIS PUBLIC LIBRARY FOUNDATION	1,208.50
73636	CHECK	10/22/2020	CLARK, QUINN, MOSES, SCOTT & GRAHN, LLP	6,795.00
73637	CHECK	10/29/2020	ADP, INC.	1,934.94
73638	CHECK	10/29/2020	ASI SIGNAGE INNOVATIONS	91.00
73639	CHECK	10/29/2020	CITIZENS ENERGY GROUP	3,332.49

No.	Type	Date	Reference	Amount
73640	CHECK	10/29/2020	COMMUNICO, LLC	35,000.00
73641	CHECK	10/29/2020	COMMUNITY OCCUPATIONAL HEALTH SERVICES	1,600.00
73642	CHECK	10/29/2020	COMPUTYPE INC.	4,065.15
73643	CHECK	10/29/2020	FERGUSON FACILITIES SUPPLY	75.40
73644	CHECK	10/29/2020	FLASHBAY, INC.	4,919.00
73645	CHECK	10/29/2020	GLOBAL EQUIPMENT CO., INC.	894.99
73646	CHECK	10/29/2020	GORDON PLUMBING, INC.	430.55
73647	CHECK	10/29/2020	GREATER LAWRENCE CHAMBER OF COMMERCE	112.00
73648	CHECK	10/29/2020	GRM INFORMATION MANAGEMENT SERVICES OF INDIANA	281.39
73649	CHECK	10/29/2020	INDIANA DEPT OF WORKFORCE DEVELOP.	3,001.62
73650	CHECK	10/29/2020	JACKIE NYTES	349.00
73651	CHECK	10/29/2020	JOSHUA A. THOMPSON	300.00
73652	CHECK	10/29/2020	JULIO CESAR CHAVEZ-JUAREZ	150.00
73653	CHECK	10/29/2020	LABEL SOLUTIONS, LLC	6,569.70
73654	CHECK	10/29/2020	MIDWEST ASSOCIATES OF INDIANAPOLIS, LLC	1,000.00
73655	CHECK	10/29/2020	MIDWEST REMEDIATION, INC.	3,789.73
73656	CHECK	10/29/2020	MOVIETME VIDEO PRODUCTIONS	5,727.31
73657	CHECK	10/29/2020	PFM TRUCK CARE CENTER	3,128.82
73658	CHECK	10/29/2020	PRICE CONSTRUCTION GROUP, LLC	14,922.00
73659	CHECK	10/29/2020	REPUBLIC WASTE SERVICES	7,913.44
73660	CHECK	10/29/2020	SCHMIDT ASSOCIATES, INC	13,628.23
73661	CHECK	10/29/2020	TINT KING L.L.C.	4,160.00
73662	CHECK	10/29/2020	UNITED PARCEL SERVICE	339.06
73663	CHECK	10/29/2020	WEST INDIANAPOLIS (PETTY CASH)	20.28
73664	CHECK	10/29/2020	WIKSTROM ENGINEERING CONSULTING, P.C.	1,350.00
73665	CHECK	10/29/2020	YOUR AUTOMATIC DOOR COMPANY	3,303.00
303320	EFT	10/01/2020	BACKGROUND BUREAU INC.	50.00
303321	EFT	10/01/2020	BAKER & TAYLOR	1,475.55
303322	EFT	10/01/2020	BAKER & TAYLOR	26,294.34
303323	EFT	10/01/2020	BAKER & TAYLOR	61,304.05
303324	EFT	10/01/2020	BRODART COMPANY CONTINUATIONS	1,831.18
303325	EFT	10/01/2020	DENISON PARKING	5,629.37
303326	EFT	10/01/2020	FLEET CARE, INC.	437.07
303327	EFT	10/01/2020	G4S SECURE SOLUTIONS (USA) INC.	4,643.45
303328	EFT	10/01/2020	GRAINGER	283.95
303329	EFT	10/01/2020	INDIANA PLUMBING AND DRAIN LLC	1,417.00
303330	EFT	10/01/2020	INGRAM LIBRARY SERVICES	40.79
303331	EFT	10/01/2020	J&G CARPET PLUS	500.00
303332	EFT	10/01/2020	KLINES QUALITY WATER, INC	50.15
303333	EFT	10/01/2020	KRUEGER INTERNATIONAL, INC	24,067.68
303334	EFT	10/01/2020	LEVEL (3) COMMUNICATIONS, LLC	3,241.96
303335	EFT	10/01/2020	MIDWEST TAPE - AUDIOBOOKS ONLY	422.90
303336	EFT	10/01/2020	MIDWEST TAPE - PROCESSED DVDS	4,441.52
303337	EFT	10/01/2020	MIDWEST TAPE FICTION CAT/PROC REPL ACCOUNT	8,353.32
303338	EFT	10/01/2020	MIDWEST TAPE PROCESSED AND CATALOGED ACCOUNT	16,744.84
303339	EFT	10/01/2020	MIDWEST TAPE, LLC	1,715.26
303340	EFT	10/01/2020	OVERDRIVE INC	26,434.97
303341	EFT	10/01/2020	PERFECTION GROUP, INC.	5,156.68
303342	EFT	10/01/2020	RECORDED BOOKS	123.30
303343	EFT	10/01/2020	RICHARD LOPEZ ELECTRICAL, LLC	2,704.03
303344	EFT	10/01/2020	RICOH USA, INC. - 12882	4,699.42
303345	EFT	10/01/2020	STAPLES	6,022.94
303346	EFT	10/01/2020	STENZ MANAGEMENT COMPANY, INC	10,196.06
303347	EFT	10/01/2020	CDW GOVERNMENT, INC.	25.16
303348	EFT	10/01/2020	FINELINE PRINTING GROUP	1,126.00
303349	EFT	10/01/2020	G4S SECURE SOLUTIONS (USA) INC.	691.17
303350	EFT	10/01/2020	GRAINGER	176.30
303351	EFT	10/01/2020	JCOS, INC.	13,420.00
303352	EFT	10/01/2020	SIMON AND SCHUSTER INC	10,000.00
303353	EFT	10/01/2020	ULINE	290.93
303361	EFT	10/08/2020	ABELL ELEVATOR SERVICE CO	787.50
303362	EFT	10/08/2020	BAKER & TAYLOR	2,872.99
303363	EFT	10/08/2020	BAKER & TAYLOR	22,699.59

No.	Type	Date	Reference	Amount
303364	EFT	10/08/2020	BAKER & TAYLOR	7,296.17
303365	EFT	10/08/2020	CENTRAL SECURITY & COMMUNICATIONS	480.45
303366	EFT	10/08/2020	DEMCO, INC.	4,833.14
303367	EFT	10/08/2020	EBSCO INFORMATION SERVICES	79,957.00
303368	EFT	10/08/2020	G4S SECURE SOLUTIONS (USA) INC.	34,352.26
303369	EFT	10/08/2020	GRAINGER	41.28
303370	EFT	10/08/2020	INDPLS-MARION COUNTY PUBLIC LIBRARY	23,292.60
303371	EFT	10/08/2020	J&G CARPET PLUS	175.00
303372	EFT	10/08/2020	KLINES QUALITY WATER, INC	42.15
303373	EFT	10/08/2020	MIDWEST TAPE - AUDIOBOOKS ONLY	314.63
303374	EFT	10/08/2020	MIDWEST TAPE - PROCESSED DVDS	2,389.10
303375	EFT	10/08/2020	MIDWEST TAPE FICTION CAT/PROC REPL ACCOUNT	2,987.96
303376	EFT	10/08/2020	MIDWEST TAPE NON PROCESSED	1,175.53
303377	EFT	10/08/2020	MIDWEST TAPE PROCESSED AND CATALOGED ACCOUNT	6,336.96
303378	EFT	10/08/2020	MIDWEST TAPE, LLC	1,214.05
303379	EFT	10/08/2020	OVERDRIVE INC	9,293.60
303380	EFT	10/08/2020	PERFECTION GROUP, INC.	672.99
303381	EFT	10/08/2020	POWERS & SONS CONSTRUCTION	836,946.00
303382	EFT	10/08/2020	RECORDED BOOKS	71.98
303383	EFT	10/08/2020	RYAN FIRE PROTECTION, INC	2,597.44
303384	EFT	10/08/2020	STENZ MANAGEMENT COMPANY, INC	7,019.94
303392	EFT	10/15/2020	ACORN DISTRIBUTORS, INC	3,385.34
303393	EFT	10/15/2020	BAKER & TAYLOR	2,463.69
303394	EFT	10/15/2020	BAKER & TAYLOR	3,415.95
303395	EFT	10/15/2020	BAKER & TAYLOR	13,525.13
303396	EFT	10/15/2020	BAKER & TAYLOR	3,478.45
303397	EFT	10/15/2020	CDW GOVERNMENT, INC.	510.30
303398	EFT	10/15/2020	DASHER PRINTING SERVICES, INC	3,840.00
303399	EFT	10/15/2020	DELTA DENTAL	11,171.40
303400	EFT	10/15/2020	DEMCO, INC.	987.27
303401	EFT	10/15/2020	FINELINE PRINTING GROUP	595.00
303402	EFT	10/15/2020	G4S SECURE SOLUTIONS (USA) INC.	389.13
303403	EFT	10/15/2020	INDIANAPOLIS RECORDER	665.04
303404	EFT	10/15/2020	INGRAM LIBRARY SERVICES	59.09
303405	EFT	10/15/2020	IRVINGTON PRESBYTERIAN CHURCH	937.50
303406	EFT	10/15/2020	MARK'S VACUUM & JANITORIAL SUPPLIES	1,835.00
303407	EFT	10/15/2020	MIDWEST TAPE FICTION CAT/PROC REPL ACCOUNT	3,615.56
303408	EFT	10/15/2020	MIDWEST TAPE, LLC	56.37
303409	EFT	10/15/2020	MOORE INFORMATION SERVICES, INC	669.40
303410	EFT	10/15/2020	OVERDRIVE INC	59,861.07
303411	EFT	10/15/2020	P.V. SUPA INC.	155,580.00
303412	EFT	10/15/2020	RECORDED BOOKS	155.87
303413	EFT	10/15/2020	REGIONS BANK PURCHASING CARD	18,166.04
303414	EFT	10/15/2020	RICOH USA, INC. - 12882	4,699.42
303415	EFT	10/15/2020	STAPLES	435.51
303416	EFT	10/15/2020	TITAN ASSOCIATES	3,033.00
303417	EFT	10/15/2020	TITAN ASSOCIATES	4,171.50
303420	EFT	10/22/2020	BAKER & TAYLOR	4,206.07
303421	EFT	10/22/2020	BAKER & TAYLOR	576.76
303422	EFT	10/22/2020	CDW GOVERNMENT, INC.	499.99
303423	EFT	10/22/2020	CITIZENS THERMAL ENERGY	89,603.04
303424	EFT	10/22/2020	FINELINE PRINTING GROUP	839.00
303425	EFT	10/22/2020	G4S SECURE SOLUTIONS (USA) INC.	39,270.85
303426	EFT	10/22/2020	INDIANA PLUMBING AND DRAIN LLC	1,237.00
303427	EFT	10/22/2020	INDPLS-MARION COUNTY PUBLIC LIBRARY	40,168.40
303428	EFT	10/22/2020	IRVINGTON PRESBYTERIAN CHURCH	937.50
303429	EFT	10/22/2020	KLINES QUALITY WATER, INC	35.50
303430	EFT	10/22/2020	LEVEL (3) COMMUNICATIONS, LLC	3,243.19
303431	EFT	10/22/2020	MIDWEST TAPE - AUDIOBOOKS ONLY	32.09
303432	EFT	10/22/2020	MIDWEST TAPE - PROCESSED DVDS	2,007.37
303433	EFT	10/22/2020	MIDWEST TAPE FICTION CAT/PROC REPL ACCOUNT	6,327.57
303434	EFT	10/22/2020	MIDWEST TAPE NON PROCESSED	714.96
303435	EFT	10/22/2020	MIDWEST TAPE PROCESSED AND CATALOGED ACCOUNT	11,477.11

No.	Type	Date	Reference	Amount
303436	EFT	10/22/2020	MIDWEST TAPE, LLC	2,358.75
303437	EFT	10/22/2020	ORACLE ELEVATOR HOLDCO, INC.	3,160.00
303438	EFT	10/22/2020	RECORD AUTOMATIC DOORS, INC	4,708.00
303439	EFT	10/22/2020	RECORDED BOOKS	1,499.04
303440	EFT	10/22/2020	STAPLES	9,982.26
303441	EFT	10/22/2020	STUART'S HOUSEHOLD FURNITURE MOVING & STORAGE	712.25
303442	EFT	10/22/2020	STUART'S HOUSEHOLD FURNITURE MOVING & STORAGE	3,132.25
303443	EFT	10/22/2020	TITAN ASSOCIATES	69,541.63
303444	EFT	10/22/2020	TYLER TECHNOLOGIES, INC.	29,648.50
303445	EFT	10/29/2020	ACORN DISTRIBUTORS, INC	3,066.60
303446	EFT	10/29/2020	ALSCO	689.86
303447	EFT	10/29/2020	DANCORP INC. DBA DANCO	1,000.00
303448	EFT	10/29/2020	DEMCO, INC.	8,101.56
303449	EFT	10/29/2020	FLEET CARE, INC.	455.87
303450	EFT	10/29/2020	GRAINGER	131.04
303451	EFT	10/29/2020	INDIANA PLUMBING AND DRAIN LLC	609.00
303452	EFT	10/29/2020	INGRAM LIBRARY SERVICES	212.15
303453	EFT	10/29/2020	J&G CARPET PLUS	800.00
303454	EFT	10/29/2020	KLINES QUALITY WATER, INC	8.00
303455	EFT	10/29/2020	OFFICE360	441.00
303456	EFT	10/29/2020	ORACLE ELEVATOR HOLDCO, INC.	787.50
303457	EFT	10/29/2020	PERFECTION GROUP, INC.	27,787.50
303458	EFT	10/29/2020	RICHARD LOPEZ ELECTRICAL, LLC	44,215.92
303459	EFT	10/29/2020	RLR ASSOCIATES, INC	3,750.00
303460	EFT	10/29/2020	SIMON AND SCHUSTER INC	10,000.00
303461	EFT	10/29/2020	ULINE	684.19
			Total	3,359,143.68

Summary by Transaction Type:

Computer Check	\$1,103,449.90
EFT Check	\$2,255,693.78
Total Payments	\$3,359,143.68
Total Voided Items	\$0.00

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

No.	Type	Date	Reference	Amount
836	CHECK	10/15/2020	FLORIDA STATE COLLEGE AT JACKSONVILLE	219.90
837	CHECK	10/15/2020	JACLYN WHITTLE	65.00
			Total	\$ 284.90

Summary by Transaction Type:

Computer Check	\$284.90
EFT Check	\$0.00
Total Payments	\$284.90
Total Voided Items	\$0.00

INDIANAPOLIS-MARION COUNTY PUBLIC LIBRARY
BANK REGISTER
GIFT ACCOUNT

No.	Type	Date	Reference	Amount
7726	CHECK	10/01/2020	BRITNEY BOX	1,350.00
7727	CHECK	10/01/2020	DAPHNE TULL	150.00
7728	CHECK	10/01/2020	SOLEDAD DOMINIC ZEPEDA ARECHEGA	100.00
7729	CHECK	10/08/2020	CHARLOTTE A HAWTHORNE	200.00
7730	CHECK	10/08/2020	CREATIVE AQUATIC SOLUTIONS, LLC	372.90
7731	CHECK	10/08/2020	DONEISHA POSEY	600.00
7732	CHECK	10/08/2020	ERIN K. KELLEY	1,000.00
7733	CHECK	10/08/2020	GREGORY STOWERS JR.	200.00
7734	CHECK	10/08/2020	RIMA SHAHID	700.00
7735	CHECK	10/08/2020	THE INDIANAPOLIS PUBLIC LIBRARY FOUNDATION	6,075.00
7736	CHECK	10/15/2020	ANTHONY MURDOCK	1,000.00
7737	CHECK	10/15/2020	CAROL HERNANDEZ	300.00
7738	CHECK	10/15/2020	GALE GROUP THE	290,703.00
7739	CHECK	10/15/2020	INDY PERUVIAN INCON CULTURAL ASSOCIATION INC.	300.00
7740	VOID	10/15/2020	ISAIAS GUERRERO	0.00
7741	CHECK	10/15/2020	MARS HILL COMMUNITY & ARTS CENTER	166.00
7742	CHECK	10/15/2020	MIDWEST COLLABORATIVE FOR LIBRARY SERVICES (MCLS)	121,923.50
7743	CHECK	10/15/2020	SADCO: SOCIEDAD AMIG	300.00
7744	CHECK	10/15/2020	SAGE PUBLISHING	9,260.00
7745	CHECK	10/15/2020	SEEKING FREEDOM	300.00
7746	CHECK	10/22/2020	ALEXANDRA HATTON SOLOMON	100.00
7747	CHECK	10/22/2020	ANTHONY MURDOCK	200.00
7748	CHECK	10/22/2020	CAROL L. WROBLEWSKI	182.00
7749	CHECK	10/22/2020	CHARLOTTE A HAWTHORNE	200.00
7750	CHECK	10/22/2020	CREATIVE AQUATIC SOLUTIONS, LLC	445.35
7751	CHECK	10/22/2020	DONEISHA POSEY	400.00
7752	CHECK	10/22/2020	GREGORY STOWERS JR.	100.00
7753	CHECK	10/22/2020	INDIANA UNIVERSITY RESEARCH	86,111.11
7754	CHECK	10/22/2020	KATIE SATTLER	100.00
7755	CHECK	10/22/2020	RIMA SHAHID	300.00
7756	CHECK	10/22/2020	SEEKING FREEDOM	500.00
7757	CHECK	10/22/2020	TIMOTHY BISIG	400.00
7758	CHECK	10/29/2020	ADAM TODD	42.78
7759	CHECK	10/29/2020	BRIGHTWOOD (PETTY CASH)	31.36
7760	CHECK	10/29/2020	MARIANNE MCKENZIE	98.94
7761	CHECK	10/29/2020	NICHOLAS SHAWN WHISTLER	100.00
303354	EFT	10/01/2020	BAKER & TAYLOR	13,652.17
303355	EFT	10/01/2020	BAKER & TAYLOR	188.01
303356	EFT	10/01/2020	INGRAM LIBRARY SERVICES	7,462.98
303357	EFT	10/01/2020	MIDWEST TAPE - PROCESSED DVDS	979.49
303358	EFT	10/01/2020	MIDWEST TAPE PROCESSED AND CATALOGED ACCOUNT	449.90
303359	EFT	10/01/2020	TOY INVESTMENTS, INC	4,890.24
303360	EFT	10/01/2020	ULINE	58.52
303385	EFT	10/08/2020	BAKER & TAYLOR	5,780.24
303386	EFT	10/08/2020	BAKER & TAYLOR	734.38
303387	EFT	10/08/2020	DEMCO, INC.	48.17
303388	EFT	10/08/2020	INGRAM LIBRARY SERVICES	2,895.65
303389	EFT	10/08/2020	MIDWEST TAPE - AUDIOBOOKS ONLY	677.25
303390	EFT	10/08/2020	MIDWEST TAPE - PROCESSED DVDS	1,657.56
303391	EFT	10/08/2020	MIDWEST TAPE PROCESSED AND CATALOGED ACCOUNT	805.95
303418	EFT	10/15/2020	BAKER & TAYLOR	483.99
303419	EFT	10/15/2020	OVERDRIVE INC	13,651.60
303462	EFT	10/29/2020	DEMCO, INC.	286.42
303463	EFT	10/29/2020	INDPLS-MARION COUNTY PUBLIC LIBRARY	126,031.00
303464	EFT	10/29/2020	TOY INVESTMENTS, INC	582.00
Total				705,627.46

No.	Type	Date	Reference	Amount
Summary by Transaction Type:				
			Computer Check	\$ 524,311.94
			EFT Check	\$ 181,315.52
			Total Payments	\$ 705,627.46
			Total Voided Items	\$ -

INDIANAPOLIS-MARION COUNTY PUBLIC LIBRARY
November 23, 2020
PERSONNEL ACTIONS
RESOLUTION 54-2020

NEW HIRES:

- Rachel Weasner, Public Services Librarian, Part-Time, Wayne, \$21.56 per hour, Effective: October 19, 2020
- Sharon Pillow, Page, Lawrence, \$10.00 per hour, Effective: October 19, 2020
- Stephanie Bielawski, Page, Lawrence, \$10.00 per hour, Effective: October 19, 2020
- Bryce Wissel, Hourly Job Center Assistant, East 38th, \$10.00 per hour, Effective: October 19, 2020
- Shael Weidenbach, Herbert Simon Early Childhood Literacy Specialist, Public Services, \$25.48 per hour, Effective: October 28, 2020
- Moon Light, Computer Assistant II, Part-Time, College, \$15.02 per hour, Effective: October 28, 2020
- Dan Arndt, Computer Assistant II, West Indianapolis, \$15.02 per hour, Effective: October 27, 2020
- Gloriany Perez, Library Assistant II, Part-Time, Decatur, \$13.97 per hour, Effective: October 27, 2020
- Cassandra Shea, Page, Warren, \$10.00 per hour, Effective: November 6, 2020
- Keshia McEntire, Public Relations Specialist, Communications, \$24.92 per hour, Effective: November 12, 2020

INTERNAL CHANGES:

- Erin Fleming from Library Assistant III, Central Services, \$17.13 per hour to Circulation Supervisor II, Pike, \$21.56 per hour, Effective: October 25, 2020
- Marisa Volino from Hourly Library Assistant II (SUB), Central Services to Library Assistant II, Part-Time, Nora, No Change in Pay, Effective: October 11, 2020
- Andrew David from Public Services Librarian, Beech Grove to Public Services Librarian, Southport, No Change in Pay, Effective: November 8, 2020
- Nicholas Calvert from Circulation Supervisor I, West Indianapolis, \$20.06 per hour to Circulation Supervisor II, Pike, \$21.56 per hour, Effective: November 8, 2020
- Bryanna Barnes from Hourly Library Assistant II, Glendale, \$13.97 per hour to Interim Circulation Supervisor I, Decatur, \$20.06 per hour, Effective: November 8, 2020.
- Bethany Allison from Interim Manager, Haughville, \$24.92 per hour to Public Services Librarian, Michigan Road, \$21.56 per hour, Effective: November 8, 2020.
- Erin Fleming from Circulation Supervisor II, Pike, \$21.56 per hour to Library Assistant III, Central Services, \$17.13 per hour, Effective: November 8, 2020

RE-HIRES:

- Sindhu Pathak, Gifts & Grants Specialist, Public Services, \$17.36 per hour, Effective: November 18, 2020

SEPARATIONS:

- Henry Dawson, Page, Southport, 3 years and 9 months, Effective: August 3, 2020
- Evan Brandenburg, Page, Southport, 1 year and 2 months, Effective: August 30, 2020
- Chester Powell, Page, Glendale, 1 year and 9 months, Effective: October 11, 2020
- William Knauth, Metadata Specialist, Digital Projects, 3 years and 2 months, Effective: October 13, 2020
- Megan Serrano Perez, Computer Assistant II, Spades Park, 1 months, Effective: October 16, 2020
- Cynthia Taylor, Page, East 38th, 9 months, Effective: October 30, 2020
- Keyara Warren, Page, Pike, 3 years and 10 months, Effective: November 9, 2020
- Judy McGeath, Temporary Inter-Library Loan Assistant, Central, 8 months, Effective: June 12, 2020
- Jon Barnes, Public Relations Specialist, Communications, 25 years and 6 months, Effective: September 26, 2020

INACTIVE: (None Reported)

RE-ACTIVATE: (None Reported)

RECLASSIFICATION: John Helling from Director, Public Services, PG 17, \$46.34 per hour to Chief Public Services Officer, PG 18, \$49.37 per hour, Effective: November 23, 2020

INDIANAPOLIS-MARION COUNTY PUBLIC LIBRARY
TRAVEL AND TRAINING ACTION
 RESOLUTION 54 - 2020

WHEREAS it is the opinion of the Board that it is necessary for the following individuals:

BE IT RESOLVED that they be allowed the necessary credited time and registration fees to be paid out of the Operating Fund:

Name	Dept	C/C	City/State	Conference Name	Fund	Registration	Travel/Mileage	Lodging	Per Diem	Total
Deb Ehret	PIK	2015	VIRTUAL	IN Library Federation Conf.	10	\$ 150.00	\$ -	\$ -	\$ -	\$ 150.00
Heidi Holmer	LAW	2013	VIRTUAL	IN Library Federation Conf.	10	\$ 150.00	\$ -	\$ -	\$ -	\$ 150.00
Jill Wetnight	FRA	2021	VIRTUAL	IN Library Federation Conf.	10	\$ 150.00	\$ -	\$ -	\$ -	\$ 150.00
Joan Emmert	NOR	2014	VIRTUAL	IN Library Federation Conf.	10	\$ 150.00	\$ -	\$ -	\$ -	\$ 150.00
Keith Dinnage	HVL	2012	VIRTUAL	IN Library Federation Conf.	10	\$ 150.00	\$ -	\$ -	\$ -	\$ 150.00
Kim Brown-Harden	E38	2008	VIRTUAL	IN Library Federation Conf.	10	\$ 150.00	\$ -	\$ -	\$ -	\$ 150.00
Mary Agnes Hylton	EAG	2007	VIRTUAL	IN Library Federation Conf.	10	\$ 150.00	\$ -	\$ -	\$ -	\$ 150.00
Monica Taboada	HVL	2012	VIRTUAL	IN Library Federation Conf.	10	\$ 150.00	\$ -	\$ -	\$ -	\$ 150.00
Montoya Barker	LAW	2013	VIRTUAL	IN Library Federation Conf.	10	\$ 150.00	\$ -	\$ -	\$ -	\$ 150.00
Rachel Weasner	WAY	2019	VIRTUAL	IN Library Federation Conf.	10	\$ 150.00	\$ -	\$ -	\$ -	\$ 150.00
Shael Weidenbach	PDA	1500	VIRTUAL	IN Library Federation Conf.	10	\$ 150.00	\$ -	\$ -	\$ -	\$ 150.00
Tamara Buchanan	EAG	2007	VIRTUAL	IN Library Federation Conf.	10	\$ 150.00	\$ -	\$ -	\$ -	\$ 150.00
Jackie Nytes	CEO	1000	VIRTUAL	IN Library Federation Conf.	10	\$ 150.00	\$ -	\$ -	\$ -	\$ 150.00
Jayne Walters	WIN	2020	VIRTUAL	IN Library Federation Conf.	10	\$ 150.00	\$ -	\$ -	\$ -	\$ 150.00
Brandi Winston	GLD	2003	VIRTUAL	IN Library Federation Conf.	10	\$ 150.00	\$ -	\$ -	\$ -	\$ 150.00

TOTAL \$2,250.00

CONGRATULATIONS

FROM THE WELLNESS COUNCIL OF INDIANA



GREETINGS

As the President of the Board of Advisors for the Wellness Council of Indiana (WCI), I want to personally congratulate you on your recent designation as an AchieveWELL organization, awarded by the WCI.

AchieveWELL is the WCI's workplace wellness analysis and recognition process. Your designation establishes you as an organization who truly values employee health and well-being. You understand that wellness is not simply an employee "perk," but a strategic business practice to help recruit and retain top talent.

For more than 25 years, business and community leaders have looked to the Wellness Council for expertise and understanding about how to lay the foundation and guide workplaces along the pathway toward a comprehensive and sustainable wellness culture.

Your organization will be honored at the AchieveWELL Awards Luncheon at 2020 Indiana Wellness Summit, September 10-11 in downtown Indianapolis. I look forward to seeing you there. For more information about this event, please visit <https://www.indianawellnesssummit.com/>.

Congratulations again on your achievement and keep up the good work. With your help, we can create a healthy and economic viable environment to attract and retain outstanding workforce talent.

Sincerely,

Lisa Day
President, Board of Advisors
Wellness Council of Indiana

Jennifer Pferrer
Executive Director
Wellness Council of Indiana



115 West Washington Street, Suite 850 South | Indianapolis, IN 46204
317-264-2168 | info@wellnessindiana.org | www.wellnessindiana.org

Congratulations! Indianapolis Public Library has been approved for 3 Star AchieveWELL designation. Below are your evaluation notes and links to applicable resources. Please contact Christina Stafford at Christina@wellnessindiana.org or (317) 671-3990 with comments or questions.

Strengths – What your organization already doing well

- Fantastic use of wellness liaisons throughout the organization that serve as communications between the core wellness committee team and the employees. Definitely a best practice to give them a monthly packet of applicable information ahead of time.
- Strong wellness committee that meets quarterly to discuss efforts and plan; task-based committee allows point of contact for each step in the process; wellness points awarded to those on the committee.
- Good communication efforts that include emails, flyers, newsletters, verbal updates at staff meetings and postings on CHC platform.
- Emphasis on physical, social, financial emotional/mental well-being.

Opportunities and Recommendations – Potential growth areas

- Consider completing a [well-being inventory](#) to see what else is going on in your organization that you could either build upon or consider implementing.
- A [formalized operating plan](#) can help an organization's wellness efforts move from a reactive state, to a proactive state. A well-developed operating plan encompasses not only a calendar of wellness events for the next 12-18 months, but also includes communication efforts, staff assignments, intended outcomes and evaluation metrics.
- SAPS model of incentives uses gamification principles to explain how employees can be best motivated. Status, Access, Power, Stuff. Learn more [here](#) and [here](#). Here you can find a [webinar on incentives](#) from one of our board members.

Miscellaneous – Other comments

- [Click here](#) to access the Indiana Healthy Worksite Toolkit, which features tips and practices for how to make a healthier choice an easier choice.
- [Click here](#) to access the National Alliance for Nutrition and Activity Healthy Meeting Toolkit, which outlines some nutritional standards that can be used for meetings and catering in the workplace.
- Login to the Wellness Council of Indiana [member-only online resource center](#) to access templates, toolkits, program ideas, webinar recordings, etc.



115 West Washington Street, Suite 850 South | Indianapolis, IN 46204
317-264-2168 | info@wellnessindiana.org | www.wellnessindiana.org

- The 4 Star AchieveWELL process focuses on chronic disease and community involvement – consider developing efforts to help these pillars.

Additional Comments

- I am so impressed by all the great work going on at the library – you certainly are able to accomplish a lot within the organization. Keep up the great work and please let me know how the Wellness Council of Indiana can help support your efforts.



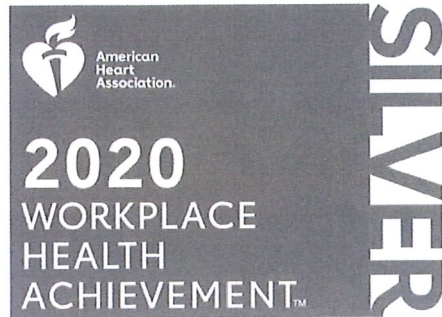
**American
Heart
Association.**

Congratulations to the Workplace Health Achievement 2020 Recognized Organizations

The Workplace Health Achievement Index was called for and tested by the American Heart Association's [CEO Roundtable](#) to provide employers with best practices to evaluate the quality and effectiveness of workplace health programs.

The American Heart Association CEO Roundtable organizations serve as a **leadership collaborative** and **learning laboratory environment** to develop, test and refine the Workplace Health Achievement Index and additional resources for practical use. CEO Roundtable member organizations include:

ADP	Deloitte	Lowe's
Advance Auto Parts	Dow	Macy's, Inc.
American Heart Association	Evernorth	Marathon Oil
Amgen	HCA	Merck
AstraZeneca	Hearst	Nestlé USA
AT&T Inc.	Humana	Nielsen
Bank of America	IBM	Philips
BD	Intel	Quest Diagnostics
Boeing	Johnson & Johnson	Salesforce
Boston Scientific	Kaiser Permanente	Siemens USA
Caliber Collision Centers	KKR	United Airlines
Chobani	Kroger	US Foods
Cisco	Leo Burnett Group	Walgreens
CommonSpirit Health	Levi Strauss & Co.	WNBA
CVS Health	Loews Corporation	WW



Silver Level Recognition

Worksite Size <50

Doris USA
eni
Metro Nashville Animal Care and Control
Metro Nashville Public Health Dept.- South WIC
Metro Nashville Public Health Dept. - Woodbine
Quest CE
Turner Construction-Maine Medical Center
Expansion Project

Worksite Size 50-249

Aetna Better Health of Kentucky
Apex Benefits
CARF International
CH2M HILL BWXT West Valley, LLC
City of Suwanee
Clark Nuber PS
Complemar Partner's Inc.
Connor & Gallagher OneSource
Core Creative
Crisafulli Bros. Plumbing & Heating Contractors,
Inc.
CRP Industries Inc.
Cumberland County Technical Education Center
Eagle Claw
Elements Financial Federal Credit Union
Florida Department of Health in Seminole County
Florida Department of Health in Osceola County
Fust Charles Chambers LLP
Gresham Smith
HPMC Occupational Medical Services
Jadex Inc.

JMARK Business Solutions, Inc.
JOY Real Estate
Ledyard National Bank
Milone & MacBroom/SLR
PegasusTSI
Policy Research Associates, Inc.
R&R Insurance
Ross & Yerger Insurance, Inc.
Sense Corp
SouthPoint Financial Credit Union
Thompson Construction Group, Inc.
TLC Engineering Solutions, Inc.
Tocci Building Corporation
UNICOM Engineering

Worksite Size 250-749

Aetna, a CVS Health Company
Amerihealth Caritas Louisiana
AssetMark
Central Union High School District
CGG Services
City of Coconut Creek
City of Doral
City of Maple Grove, MN
City of Wauwatosa
City of West Bend
Collegiate School - Richmond, VA
CompTIA
Copiah-Lincoln Community College
Decatur County Memorial Hospital

Delta Dental of New Jersey and Delta Dental of Connecticut
Evangel University
Everett Community College
First Business Bank
First Community Credit Union
Gray Construction
H.O. Penn Machinery Inc.
Halvor Lines
Hatco Corporation
Huntsville Utilities
Indianapolis Public Library
Klein Tools, Inc. - Mansfield, TX
Metro Nashville Public Health Department- Lentz
Metro Wastewater Reclamation District - Denver, CO
Nazdar
Oak Lawn Park District
Orange County Library System
Pinehurst Medical Clinic
Plug Power Inc.
Port of Oakland
PreferredOne Insurance Company
Uvalde Memorial Hospital
Velcro Companies
Wolter Group LLC
YMCA of Catawba Valley

Worksite Size 750-4999

Aetna, Jacksonville
AIG
Baylor University
Bi-State Development
Brooks Rehabilitation
CHA Consulting, Inc.
Children's Home Society of Florida
Cigna - Midwest
Citizens Energy Group
City of Mesa
City of Suffolk, Virginia
Compass Health Network
County of Mendocino
Crum & Forster

Devon Energy Corporation
EchoStar
Electrolux Home Products, Inc.
Emerson
Ferring Pharmaceuticals Inc.
GEICO
Glacier Bancorp, INC.
Greeley-Evans School District 6
Hess Corporation
Hudson Valley Credit Union
Huntington Hospital, Pasadena, CA
Interstate Batteries, Inc.
Jefferson Parish Government
Keenan & Associates
Liberty Lutheran
Lutheran Senior Services
LYNX Transportation
MaineGeneral Health
Martin's Famous Pastry Shoppe, Inc.
County of Milwaukee
NASCAR
National Indemnity Company & Berkshire Hathaway Homestate Company
National Information Solutions Cooperative (NISC)
NBT Bancorp Inc.
NJM Insurance Group
Ohio University
OneAmerica Financial Partners, Inc.
Palm Beach County Sheriff's Office
PSECU
Phoebe Putney Health System
Pima Community College
PODS Enterprises, LLC
Premise Health, Inc.
Prime Therapeutics
RDI
Salinas Valley Memorial Healthcare System
St. Louis County
St. Luke's Hospital Network of Care
Trident Seafoods
Trinitas Regional Medical Center
United Health Services

Union Bank & Trust
United Health Care
University Medical Center of Southern Nevada
The University of San Francisco
West Allis West Milwaukee School District
Youngstown State University
Yuma Regional Medical Center

Worksite Size >5000

American Airlines
Arizona Department of Administration
BD
City of Scottsdale
City of Virginia Beach
Cobb County Government
DaVita
Deloitte
Elk Grove Unified School District
Eversource
Express Scripts
Tampa General Hospital
Fluor Corporation
Fort Bend Independent School District
Hillsborough County Public Schools
Infirmary Health
Lam Research
MassMutual
Medical University of South Carolina
MetLife
Monument Health
Northrop Grumman
Novartis US Region
St. Joseph's Health
Temple University
Dow

University of California, San Francisco (UCSF)
U-Haul
United Independent School District
University of California, Santa Cruz
UC Davis
Wake Forest Baptist Health
WW



Board Resolution

11c

INDIANAPOLIS-MARION COUNTY PUBLIC LIBRARY

RESOLUTION 55 – 2020

CONTINUING CONFIRMATION OF COVID 19 RESPONSE AND OPERATING CONSIDERATIONS NOVEMBER 23, 2020

WHEREAS, On March 6, 2020, the Governor of the State of Indiana declared a public health emergency in the State of Indiana as a result of the novel (new) Coronavirus Disease 2019 (“COVID-19”) pandemic, and subsequently renewed the declaration of public health emergency over the past several months with the latest renewal extending through December 1, 2020, pursuant to Indiana Executive Order 20-47 issued October 30, 2020; in connection with the declaration of public health emergency, the Governor issued additional orders providing additional statewide directives for residents and businesses, some of which have subsequently been modified, extended or rescinded;

WHEREAS, on March 16, 2020, and on several occasions thereafter the Mayor of the Consolidated City of Indianapolis and County of Marion issued several Executive Orders also declaring a local disaster emergency and implementing citywide directives for residents and businesses, which subsequently have been modified or expired;

WHEREAS, The Marion County Public Health Department issued several Public Health Orders pursuant to Indiana Code § 16-20-1-24 and applicable to city and county residents and businesses, the most recent of which being Public Health Order 35-2020 effective November 17, 2020, pursuant to which additional or modified directives and recommendations were implemented to ensure that social distancing measures vital to the mitigation of the pandemic remain in place; and pursuant to that Public Health Order, among other directives and recommendations, the Marion County Health Department ordered that (i) the Indianapolis-Marion County Public Library (“Library”) Central location and branches (“Library Branches”) may remain open at 50% capacity, (ii) patrons are encouraged to take advantage of delivery and curbside options, (iii) books and other items returned to the Library should be kept out of circulation for at least 72 hours, and (iv) the Library must follow the recommendations of the CDC to prevent the transmission of COVID-19 on library material surfaces;

WHEREAS, consistent with the directives of the Executive Orders issued by the Governor of the State of Indiana, the Executive Orders of the Mayor of Indianapolis, and the Public Health Orders issued by the Marion County Public Health Department, the Board of Trustees of the Library (“Board”) previously approved Resolutions confirming the Library’s commitment to protect the health, safety and welfare of Library patrons, staff, volunteers and the general public in connection with the continuing and evolving threat posed by COVID-19, and confirming authorizations for emergency closure and subsequent reopening of Library facilities, continuation of staff compensation, and curbside service, among other authorizations, on a timeframe and with operational adjustments made in accordance with various Public Health Orders and with reasonable and appropriate health, safety, physical and social distancing, and sanitation measures for the public health and safety of Library personnel and patrons;

WHEREAS, consistent with the prior authorizations of the Board, and with the directives of the Executive Orders issued by the Governor of the State of Indiana, and the Mayor of Indianapolis, and with the Public Health Orders issued by the Marion County Public Health Department the Chief Executive Officer and Library management developed and implemented plans, schedules and protocols for Library operations and staffing to open and operate Library Branches and to protect the health, safety and welfare of Library patrons, staff, volunteers and the general public in connection with the continuing and evolving threat posed by COVID-19, and continues to adjust and modify same as necessary; and the Chief Executive Officer has been informed by the Director and Chief Medical Officer of the Marion County Public Health Department that contact tracing analysis throughout the City has shown that to date people are not contracting the virus from their visits to Library Branches;

WHEREAS, due to the continuing increase in new COVID-19 cases locally and nationwide, the Library anticipates further updates to State and local orders and directives and the need to remain diligent and flexible in allowing for modifications to plans, schedules and protocols as may be necessitated by further State or local orders or directives; and

WHEREAS, Indiana Executive Order No. 20-04 issued March 16, 2020, and Indiana Executive Order No. 20-09 issued March 23, 2020 (“ODL Executive Orders”) relating to the continuity of operations of government during the declaration of public health emergency provides, among other matters, for the suspension of certain requirements of the Indiana Open Door Law (Ind. Code § 5-14-1.5 *et seq.*), allowing for the duration of the public health emergency all governing bodies of public agencies to meet by videoconference or by telephone conferencing so long as a quorum of members participate and any meeting is made available to members of the public and media; the Board and Board Committees have conducted several of their meetings in accordance with such authority, and the Board deems it prudent to continue the temporary suspension of Section 5.a. of the Library Board Bylaws regarding the manner of meeting participation and for the President and Committee chairs to continue to determine in their discretion whether to hold Library public Board and Committee meetings by videoconference or by telephone conferencing consistent with the authority granted in Indiana Executive Order 20-09 throughout the duration of the public health emergency or as such orders authorizing same may be amended, modified, extended or rescinded.

NOW, THEREFORE BE IT RESOLVED BY THE LIBRARY BOARD OF THE LIBRARY AS FOLLOWS:

- 1. Compliance with Emergency Directives.** To protect the health, safety and welfare of all Library patrons, staff, volunteers, and the general public, the Library has and shall continue to abide by orders and directives issued by the Governor of the State of Indiana, the Mayor of the Consolidated City of Indianapolis and County of Marion, and the Marion County Public Health Department as may be amended or supplemented from time to time. Recognizing the continuing threat to public health by COVID-19 and the fluid and changing situation, if any orders and directives are further imposed either at the local, state or national level, the Chief Executive Officer is authorized to take all reasonably necessary and legally permissible actions to comply with such orders and directives as they may be amended, extended or supplemented from time to time. All prior actions taken by the Chief Executive Officer in furtherance of such orders and directives are hereby ratified, confirmed and approved.
- 2. Continuing or Modified Operations.** Consistent with the authority previously granted by the Library Board, the Library's Chief Executive Officer implemented a phased re-opening of Library Branch facilities and subsequently temporarily suspended Library Branch operations on Sundays through the first quarter of 2021 to limit opportunity for cross-exposure for staff working at different branches on those days and to allow and account for more adequate staffing availability for the other Library operation days. The actions taken in planning, preparing for and implementing the Library Branch facilities reopening, the continuing implementation or modification thereof, and the subsequent modification of Sunday operations consistent with all necessary and reasonable health, safety, physical and social distancing procedures and measures and any additional local or State orders, is hereby ratified and approved. The Chief Executive Officer is further authorized, in consultation with the Board President, to continue to plan, establish additional procedures for and implement, as appropriate and consistent with all necessary and reasonable health, safety, physical and social distancing procedures and measures and any additional local or State orders, operations and staffing plans for Library Branch operations, which may include further modifications to expand or lessen Library Branch operating hours, days or service delivery models.
- 3. Open Door Laws and Electronic Meetings.** Consistent with the Indiana Open Door Law as certain provisions of which were suspended or modified by the ODL Executive Orders, the Board temporarily suspended Section 5.a. of its Bylaws, and as authorized by the ODL Executive Orders has continued to hold its Board and Committee public meetings by videoconference or by telephone conferencing. The holding of public Board meetings and Committee meetings in a manner consistent with the ODL Executive Orders and the temporary and ongoing suspension of Section 5.a of the Board Bylaws through the duration of the period in which the ODL Executive Orders remain effective, and as may be modified, extended or amended, is hereby ratified, confirmed and approved.

4. Effectiveness. This Resolution shall be in full force and effect from and after its passage and until modified or rescinded by the Board.

Adopted this 23rd day of November, 2020.

AYE

NAY

ATTEST: _____
Secretary of the Board



Annual Meeting Agenda

**Notice Of The Annual Meeting
November 23, 2020**

**Library Board Members Are Hereby Notified That The Annual Meeting
Of The Board Will Be Held As A Zoom Meeting
Immediately Following The Regular Meeting**

**For The Purpose of Considering the Following Agenda Items
Dated This 19th Day of November, 2020**

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

Public comment can be made in-person at the Library Services Center or submitted in writing in advance at indypl.org/contact.

**JUDGE JOSE D. SALINAS
President of the Library Board**

-- Annual Meeting Agenda--

1. Call to Order

2. Roll Call

3. Election of Officers

- a. **President**
- b. **Vice President**
- c. **Secretary**
- d. **Treasurer**

4. Annual Resolution 56 – 2020 with By-Laws

Enclosed.

5. Adjournment



INDIANAPOLIS-MARION COUNTY PUBLIC LIBRARY
RESOLUTION 56 – 2020

Resolution Regarding: Annual Review And Approval of: The Library Board By-Laws; Policy Manual; Treasurer; Treasurer's Bond; Facsimile Signatures; Use of Facsimile Signatures; Distinguished Service Awards; Payment of Library Obligations; Continuing Resolution Regarding Finances and Personnel; Investment of Idle Funds; Transfer of Discarded Materials and Equipment; Library Board Attorney; Change Account and Petty Cash Account; Fines, Fees and Services Charges

BY-LAWS

BE IT RESOLVED that the By-Laws as approved November 25, 2019, are affirmed and approved in all respects.

POLICY MANUAL

BE IT FURTHER RESOLVED, that the Board re-affirms the Policy Manual as published in 1971 and subsequently revised.

TREASURER

BE IT FURTHER RESOLVED, that the Treasurer of the Board be Ijeoma Dike-Young, CFO.

TREASURER'S BOND

BE IT FURTHER RESOLVED, that the bond of the Treasurer of the Board of the Indianapolis-Marion County Public Library in the amount of Three Hundred Thousand Dollars (\$300,000.00) as required by statute, is approved and filed by the Library Board.

FACSIMILE SIGNATURES

BE IT FURTHER RESOLVED, that the designated depositories of this corporation be, and it is hereby requested, authorized and directed to honor checks, drafts, or other orders for the payment of money drawn in this corporation's name, including those payable to the individual order of any person or persons whose name or names appear hereon as signer or signers thereof, when bearing or purporting to bear the facsimile signature of the following officer:

Treasurer _____
Ijeoma Dike-Young

and the depositories shall be entitled to honor and to charge this corporation for such checks, drafts or other orders, regardless of by whom or by what means the actual or purposed facsimile signature or signatures thereon may have been affixed thereto, if such signature or signatures resemble the facsimile specimens duly certified to and filed with the depository by the Chief Executive Officer, Treasurer or other officer of this corporation.

USE OF FACSIMILE SIGNATURES

BE IT FURTHER RESOLVED, that the Financial Administrative Assistant to the Library Board and Treasurer be, and hereby are, authorized to affix the facsimile signature of the Treasurer to all warrants approved by the Board Members of the Indianapolis-Marion County Public Library as agent for said officer as if said officer had affixed his or her own signature.

DISTINGUISHED SERVICE AWARDS

WHEREAS, the Indianapolis-Marion County Public Library Foundation ("Foundation") and friends of the Indianapolis-Marion County Public Library system have made cash gifts to the Indianapolis-Marion County Public Library Board with the understanding that the Board would use the income or principal (or both) of such cash gifts in making awards of cash prizes, for distinguished service, to persons employed in the public library system; and

WHEREAS, it is the opinion of the members of the Board that the use of the above mentioned cash gifts for the above mentioned purposes will contribute to the maintenance of high standards of service in the public library system and that accordingly, the Board should formally express its gratitude for such gifts and approve the use thereof for the above mentioned purposes.

IT IS THEREFORE RESOLVED that the Board hereby expresses its gratitude to the Foundation and friends of the public library system who have made cash gifts that are mentioned in the preambles to this resolution; and

IT IS FURTHER RESOLVED that there is hereby established the Indianapolis-Marion County Public Library Distinguished Service Award, each recipient of which shall receive a cash prize in an amount to be determined as hereinafter provided and a suitable inscribed certificate, and each of which prizes shall be made from the income or principal, or both, of monies heretofore or hereafter received by the Board and designated as funds to be used for such prizes; and

IT IS FURTHER RESOLVED that, for the purpose of administering the Award program, there is hereby established a committee that shall be composed of the Chief Executive Officer and five other persons holding staff positions in the public library system, which shall fix the amount of the cash prize and the wording of the certificate that shall be given each recipient of the Award and shall from time to time (at regular or irregular intervals) designate an employee of the public library to receive the Award and shall, further, make such other rules respecting the making of the Award as the members of the Award Committee shall deem proper and consistent with these preambles and resolutions; and

IT IS FURTHER RESOLVED that the funds from which the above mentioned cash prizes shall be paid shall be kept separate and apart from other funds of the Board and shall be invested and disbursed by, and in accordance with instructions of, the Award Committee, in so far as such management of such fund is permitted by law; and

IT IS FURTHER RESOLVED that the cost of the above mentioned certificate be paid out of the Gift Fund of the Board; and

IT IS FURTHER RESOLVED that the cost of certificates recognizing the service of former members of the Board be paid out of the Gift Fund of the Board.

PAYMENT OF LIBRARY OBLIGATIONS

BE IT RESOLVED, that the Chief Executive Officer of the Library and the Treasurer of the Library shall have the following powers, in addition to such other powers they now or hereafter may possess:

1. To approve the issuance of warrants in payment of expenses lawfully incurred on behalf of the Library in the ordinary course of the Library's affairs; provided, however, that the respective goods and/or services to be paid have been delivered and/or rendered in advance of payment therefor, unless payment may otherwise be made in advance as permitted by IC 36-12-3-16 or other applicable law, which such statutorily allowed advance payments are hereby authorized and approved to the extent the payments directly benefit the Library; and
2. In the case of necessity, in their good faith judgment, to temporarily approve, until the Board shall ratify the same, the appointment, promotion or suspension of personnel as may be necessary for the administration of the affairs of the Library, other than officers of the Library;

BE IT FURTHER RESOLVED, that the Chief Executive Officer and Treasurer shall jointly approve the action to be taken pursuant to subparagraphs 1 and/or 2 in advance of the action to be so taken and that they shall jointly certify to the Board on or before the next regular meeting of the Board the actions so taken;

BE IT FURTHER RESOLVED, that at each such regular meeting of the Board, the Board shall consider, and confirm, all acts lawfully taken by them as lawful acts taken for and on behalf of the Library;

BE IT FURTHER RESOLVED, that, as to any action so jointly approved, the Chief Executive Officer and Treasurer are authorized, empowered and directed on behalf of the Library to execute any writings and to take any action necessary to effectuate the intent and purposes of the action so approved.

INVESTMENT OF IDLE FUNDS

WHEREAS, IC 36-12-3-11(b) authorizes library boards to invest excess funds in accordance with IC 5-13-9, and the Board has adopted an Investment Policy consistent with IC 5-13-9; and

WHEREAS, the Board has idle funds from time to time in the various funds under the control of the Board.

THEREFORE, BE IT RESOLVED that the Chief Executive Officer and Treasurer are hereby authorized and directed to invest such funds in accordance with the applicable statutes of the State of Indiana and consistent with the Investment Policy of the Board as may be amended from time to time.

TRANSFER OF DISCARDED MATERIALS AND EQUIPMENT

WHEREAS, IC 36-12-3-5 authorizes library boards to acquire and accept gifts of personal property and to transfer personal property no longer needed for library purposes for no compensation or a nominal fee to an Indiana nonprofit library organization that is tax exempt and organized and operated for the exclusive benefit of the library disposing of the property; and

WHEREAS, the Board has a need to discard surplus or obsolete materials and equipment from time to time, including those acquired as gifts and donations.

THEREFORE BE IT RESOLVED, that the Chief Executive Officer be, and she is hereby authorized to transfer such personal property no longer needed for library purposes to the Indianapolis-Marion County Public Library Foundation, Inc. in accordance with applicable statutes of the State of Indiana.

BOARD ATTORNEY

BE IT FURTHER RESOLVED by the Board that the firm of Clark, Quinn, Moses, Scott & Grahn, LLP, be retained as legal counsel, to serve at the pleasure of the Board, to be compensated at a rate of \$225 per hour for service as required.

CHANGE & PETTY CASH FUNDS

WHEREAS, it is necessary for designated library agencies to have a "Petty Cash" Account for paying small or emergency items of operating expenses, as provided by IC 36-1-8-3; and

WHEREAS, it is necessary for designated library agencies to keep cash on hand for a "Change Account," as provided by IC 36-1-8-2.

BE IT RESOLVED, that the Chief Executive Officer be, and is hereby authorized and directed to deliver and pay from the Operating Fund for the Petty Cash Accounts for the system an aggregate amount not to exceed Two Thousand Five Hundred Dollars (\$2,500); and

BE IT FURTHER RESOLVED that the Chief Executive Officer be, and is hereby authorized and directed to deliver and pay from the Library Fines Account for Change Accounts for the Library systems the following amounts: (i) an amount not to exceed Five Thousand Dollars (\$5,000) in aggregate for the Library's branch system libraries; and (ii) an amount not to exceed Two Thousand Dollars (\$2,000) for the Central Library parking garage; and

BE IT FURTHER RESOLVED that the manager of each of the designated agencies is hereby made strictly accountable for the sums paid over to them for the establishment of such accounts, and the Chief Executive Officer is hereby authorized and directed to require a full accounting from each manager at any such times as she may prescribe and authorize petty cash counts at the discretion of Accounting.

FINES, FEES AND SERVICES CHARGES

WHEREAS, the Library establishes certain fees, fines and service charges for damage or failure to return Library materials, debt collections, replacement library cards, and use of certain Library services, materials, resources and facilities.

BE IT RESOLVED that the attached Schedule of Fines, Fees and Service Charges are hereby approved for the calendar year beginning January 1, 2021.

SCHEDULE OF FINES, FEES AND SERVICE CHARGES

The following fines, fees, and service charges are hereby affirmed and authorized by the Board of Trustees for the calendar year beginning January 1, 2021.

Fines, Fees & Service Charges

Lost or Damaged Material	The cost of the specific item at the price listed in our catalog record or the price of a new copy of the item on a retail website such as Amazon
Barcode/RFID Tag Replacement	\$2.00
Debt Collection Fee	\$10.00
Insufficient Funds Check	\$25.00
Non-Resident Library Card	\$65.00 annually
Public Library Access Card (PLAC)	As set annually by Indiana State Library
Black & White Copies on Photocopiers	\$0.15 per page
Color Copies on Photocopiers	\$0.25 per page
Black and White Printouts from Public Computers	\$0.15 per page
Color Printouts from Public Computers	\$0.25 per page
Prints on Microform Equipment	\$0.15 per page
Copies Made by Library Staff	\$1.00 per page
Headphones	\$2.00 (includes tax)
Re-useable Totes	\$2.00
Facility Usage Fee	\$50.00 per hour plus other applicable fees
Tech Support	Per Hour (excludes Auditorium)- \$20.00
Flash Drives	At cost
DVDs for Special Events	At cost
Bunny Book Bag Tote	\$12.00 (includes tax)
Interlibrary Loan	All applicable fees
Proctoring Exam Fees	\$25.00 for the first two (2) hours and \$10.00 for each additional hour
Fax fee	\$1.00 per page
Library Branded Items	At cost
Book Club Bags – Lost or Damaged	\$25.00

Meeting Room Fees-Non-Profit and For-Profit Groups

Fees are based on a minimum of four hours. Prevailing sales tax will be charged to for-profit organizations and individuals. Rental fees may be waived for city and county governmental entities and designated Library affiliates. This exemption requires the approval of the CEO. Expenses for additional security, auditorium technician, food and beverage will be charged. Discounts are available for multiple bookings.

Branch Fee Schedule

No fees are charged for Branch meeting rooms under the following circumstances:

- Meetings held by qualified nonprofit organizations.
- Meetings held by small community-based organizations.
- City or other governmental agency educational institution meetings or hearings.

Fees are charged for Branch meeting room under the following circumstances:

- Meetings of profit-making groups or businesses.
- Fund-raising events.
- Meetings which require payment of tuition or other fees (except for government or library agencies).
- Meetings where products or services are promoted or sold.
- Meetings which are designed to further the specific goals of an individual or group, such as recitals, political campaigns, or paid tutoring classes.
- Events of a personal nature-birthday or anniversary parties, reunions, showers, etc.

Branch Fee Schedules	Non-Profit	For-Profit
a. Branch Library meeting room (up to 4 hours)	\$0.00	\$80.00
smaller size room - up to 25 people	\$0.00	\$40.00
b. Branch Library meeting room (over 4 hours)	\$0.00	\$160.00
smaller size room - up to 25 people	\$0.00	\$80.00

Central Library Fee Schedule

	Non-Profit	For-profit
a. Goodrich/Houk Meeting Room	\$280.00	\$360.00
An hourly fee will apply after 8 hours	\$45.00	\$65.00
Includes parking and set-up		
b. Knall Meeting Room	\$300.00	\$400.00
An hourly fee will apply after 8 hours	\$50.00	\$75.00
Includes parking and set-up		
c. Riley Meeting Room	\$420.00	\$540.00
An hourly fee will apply after 8 hours	\$55.00	\$85.00
Includes parking and set-up		
d. Indianapolis Special Collections Room	\$575.00	\$725.00
Evening Rate (starting at 5:00p.m.)	\$1,025.00	\$1,225.00
An hourly fee will apply after 8 hours Includes parking, dance floor and set-up	\$90.00/125.00	\$125.00/190.00

e. West Reading Room	\$1,200.00	\$1,400.00
An hourly fee will apply after 8 hours	\$150.00	\$200.00
Includes parking, dance floor and set-up		
f. East Garden (all users)	\$1,000.00	\$1,400.00
An hourly fee will apply after 8 hours	\$175.00	\$250.00
Includes parking, and set-up		
g. Simon Reading Room (all users)	\$1,400.00	\$1,800.00
An hourly fee will apply after 8 hours (Includes 4	\$200.00	\$300.00
hours of security manhours) Includes parking, dance		
floor and set-up		
h. Atrium	\$3,150.00	\$3,650.00
An hourly fee will apply after 8 hours (Includes 8	\$500.00	\$625.00
hours of security manhours) Includes parking, dance		
floor and set-up		
i. Clowes Auditorium (all users)	\$1,100.00	\$1,600.00
An hourly fee will apply after 8 hours	\$275.00	\$400.00
Includes: AV equipment, AV Technician, 1 hour		
set- up and ½ hour tear down, and parking		
j. Vista Concourse (6th Floor)	\$2,350.00	\$2,850.00
An hourly fee will apply after 8 hours	\$375.00	\$500.00
Includes parking and set-up		

Set-up/Tear Down fees (charged only when fees for event space is waived or comp'd, all attendees will self-pay for parking)

Meeting rooms	\$102.00 (tables and chairs for meetings only)
Simon Reading Room	\$204.00 (wedding chair set-up and moving heavy furniture)
West Reading Room	\$204.00 (moving heavy furniture)
Indianapolis Special Collections Room	\$204.00 (moving heavy furniture)
Clowes Auditorium	\$102.00
Atrium	\$600.00 (moving heavy furniture)
East Garden	\$204.00
Vista Concourse (6th Floor)	\$600.00 (moving heavy furniture)

Central Library Services Fee Schedule

	Non-Profit	For-Profit
a. Computer Lab - Per Hour	\$45.00	\$75.00
4 hour minimum		
b. Staff Trainer for Computer Lab- Per Hour	\$25.00	\$25.00
4 hour minimum		
c. After Hours Tour Guides- Per Tour Guide	\$25.00	\$25.00
Maximum 25 people per tour		
d. Piano- Fees based on market rates for tuning and moving		
e. Flip Chart- Per Chart	\$5.00	\$5.00
f. Meeting Room Supply Box	\$5.00	\$5.00
g. Event Planner Fee (minimum of 4 hours)- per hour \$40.00		
h. Security- \$30/hour- minimum of 4 hours. Minimum is not applicable with use of Atrium or Simon Reading Room.		
i. Atrium Information Desk as BAR- \$250.00 for removal and replacement of computer equipment.		

Central Library Services Fee Schedule for The Learning Curve

There is a 1 hour minimum, 4 hour maximum for the use of The Learning Curve.

- Rental of The Curve must include "laboratory for learners" components.
- Each component is one hour in length and is led by a skilled activity guide. Components can be repeated to accommodate larger crowds; groups can also select a different component each hour.

	Non-Profit	For-Profit
a. Basic Fee	\$500.00	\$500.00
b. Cost per child	\$20.00	\$20.00
Fee covers the cost of the skilled activity guides.		
c. Laptop component - Up to 60	\$200.00	\$200.00
d. Tech Lab	\$100.00	\$100.00
e. Media Workshop 8 maximum, 13-18 year-olds	\$100.00	\$100.00
f. Theater	\$50.00	\$50.00
g. Baby space and baby computers	\$50.00	\$50.00
h. Group Coves	\$50.00	\$50.00
i. Braille Wall -Per day Wall is a personalization option	\$50.00	\$50.00
j. Directory Wall/Plasma Screens-Each per day Wall is a personalization option	\$100.00	\$100.00
k. Green Screen animations -Per day. Screen is a personalization option	\$100.00	\$100.00
l. Think Tank	No Charge	No Charge

Library Services Center Fee Schedule

	Non-Profit	For-Profit
a. Auditorium	\$240.00	\$440.00
An hourly fee will apply after 4 hours	\$50.00	\$100.00

Premium Rates and Marketing/Promotional Discounts

The Library has the ability to add a premium charge for unique events and to offer discounts for marketing and promotional purposes.

Central Garage Rates

Volunteers working at Central will be allowed to park at no charge during the time they are scheduled to work at Central. Volunteers that visit Central when not assigned to work will pay the normal parking fees charged to all patrons.

0 - .5	No Charge
.5- 1 Hour	\$1.00
1 - 2 Hours	\$2.00
2-4 Hours	\$3.00
4-8 Hours	\$5.00
8-12 Hours	\$12.00
12-24 Hours	\$24.00
24-36 Hours	\$36.00
Over 36 Hours	Towed Away
Banquets and Special Events	\$5.00 per vehicle

Professional Still Photo or Video Shoot at Libraries

Up to 1 Hour	\$50.00
2-5 Hours	\$375.00
6 Plus Hours	\$750.00

*Minimum additional fee of \$120.00 will apply for projects during non-Library hours. Applicable room rental fees will be added for projects that restrict patron access in prescribed public spaces.

Approved November 25, 2019
INDIANAPOLIS-MARION COUNTY PUBLIC LIBRARY BOARD
BY-LAWS

TABLE OF CONTENTS

ARTICLE I.	IDENTIFICATION AND AUTHORITY
Section	1. Name 2. Authority
ARTICLE II.	PURPOSE AND DISTRICT LIMITS
Section	1. Purpose 2. District Limits
ARTICLE III.	POWERS AND GOVERNING BODY
Section	1. Public Corporation 2. Governing Body 3. Powers
ARTICLE IV.	MEMBERS OF THE LIBRARY BOARD
Section	1. Qualification of Members 2. Appointment of Members 3. Vacancies 4. Limitation on Appointment; Limitation on Reappointment 5. Removal of Board Member 6. Compensation, Prohibition of Employment and Nepotism 7. Certificate of Appointment and Oath of Office 8. Indemnification 9. Representation on the Public Library Foundation 10. Conflicts of Interest
ARTICLE V.	OFFICERS OF THE LIBRARY BOARD
Section	1. Officers 2. Tenure of Office 3. Election of Officers 4. Removal of Officers 5. Vacancies 6. President 7. Vice-President 8. Secretary 9. Treasurer
ARTICLE VI.	COMMITTEES
Section	1. Standing Committees 2. Special Committees; Tenure of Special Committees

TABLE OF CONTENTS Continued

ARTICLE VII.	MEETINGS		
	Section	1.	Regular Meetings
		2.	Annual Meeting
		3.	Special Meeting
		4.	Quorum
		5.	Voting
ARTICLE VIII.	PERSONNEL		
	Section	1.	Chief Executive Officer
		2.	Attorney
ARTICLE IX.	EXPENDITURES		
ARTICLE X.	ORDER OF BUSINESS		
	Section	1.	Agenda
		2.	Order of Business
ARTICLE XI.	AMENDMENT, SUSPENSION, REVIEW		
ARTICLE XII.	PARLIAMENTARY GUIDANCE		

INDIANAPOLIS-MARION COUNTY PUBLIC LIBRARY BOARD

BY-LAWS

ARTICLE I

IDENTIFICATION AND AUTHORITY

Section 1. Name

The name of the library district shall be known and designated as "Indianapolis-Marion County Public Library."

Section 2. Authority

The authority for the activities and business of the Indianapolis-Marion County Public Library is the Indiana Public Library Law of 1947 (IC 36-12-1), the Indiana Library and Historical Department (IC 4-23-7), the State Library law (IC 4-23-7,1), the state UNIGOV statute (IC 36-3, Government of Indianapolis and Marion County), and the Municipal Code of Indianapolis and Marion County as pertaining to municipal corporations, as each of the aforementioned may be amended from time to time.

ARTICLE II

PURPOSE AND DISTRICT LIMITS

Section 1. Purpose

The purpose of the library district shall be to promote the establishment, maintenance and development of public library service to individuals and groups, such library service to be provided by a library supported by public funds and operated for the benefit and use of individuals and groups of all ages in the community in the meeting of their educational, informational and recreational interests and needs.

Section 2. District Limits

The territory included in this library district shall consist of Marion County (excluding the Town of Speedway) State of Indiana.

ARTICLE III

POWERS AND GOVERNING BODY

Section 1. Public Corporation

The Indianapolis-Marion County Public Library shall be a public and municipal corporation for library purposes, separate and distinct from other civil or municipal corporations comprising said library district.

Section 2. Governing Body

- a. The official governing body of the Indianapolis-Marion County Public Library shall be the Library Board, who shall manage and control the affairs of the library district, in accordance with the Statutes of the State of Indiana, subject to the limitations of the Public Library Law of 1947, as amended, and subject to these By-Laws.

ARTICLE III Continued
POWERS AND GOVERNING BODY

- b. Individuals serving on the governing body shall be known as Library Board Members.

Section 3. Powers

The Indianapolis-Marion County Public Library acting by and through the Library Board shall have and enjoy all powers, rights and privileges granted to and shall perform all duties required of a library district and its Board under the Public Library Law of 1947, as amended. Generally, the Board shall govern and set policy for all of the affairs of the Indianapolis-Marion County Public Library. It may make rules for the discharge of its responsibilities and it may manage and insure all real and personal property belonging to the Indianapolis-Marion County Public Library.

ARTICLE IV
MEMBERS OF THE LIBRARY BOARD

Section 1. Qualifications Of Members

All members of the Library Board shall be resident citizens who have resided in the library district for at least two (2) years.

Section 2. Appointment Of Members

The Library Board shall consist of seven (7) members who shall be appointed as follows:

- a. Two (2) members shall be appointed by the City-County Council.
- b. Two (2) members shall be appointed by the Board of School Commissioners of the School City of Indianapolis.
- c. Three (3) members shall be appointed by the Auditor, Treasurer, and Assessor serving as the Board of County Commissioners.

Section 3. Vacancies

A vacancy shall occur by death, resignation, expiration of term, ineligibility due to residency outside the library district or when a member is absent from six consecutive regular Board meetings for any cause other than illness.

Whenever a vacancy in the membership of the Library Board shall occur, such vacancy shall be filled by the appointing authority that shall have appointed the member whose seat on the Library Board shall have become vacant; such appointing authority's appointment of a successor shall be for the unexpired term only.

Section 4. Limitation On Appointment; Limitation On Reappointment

The term of a Library Board member is four (4) years. Notwithstanding the foregoing, a Board member whose term has expired, and who has not been re-appointed, shall continue to serve until a successor is appointed.

Any member of the Library Board shall be eligible to be appointed for not more than four (4) consecutive terms.

ARTICLE IV Continued

MEMBERS OF THE LIBRARY BOARD

Section 5. Removal Of Board Members

A member of the Library Board may be removed at any time by the appointing authority, after public hearing, for any cause which interferes with the proper discharge of duties as a member of such Board or for cause which jeopardizes public confidence in the member. A vacancy shall occur whenever a member is absent from six (6) consecutive regular Board meetings for any cause, other than illness, and the appointing authority shall be notified by the Secretary of the Board of the occurrence of such vacancy.

Section 6. Compensation, Prohibition Of Employment And Nepotism

All members of the Library Board shall serve without compensation and no Board member shall serve as a paid employee of the library.

Except as otherwise may be allowed by Indiana statute or regulation specifically addressing nepotism, relatives (as defined below) of a Board member shall be excluded from consideration for employment by the Library. Employees shall not hold a position of employment with the Library while they or any of their relatives serve on the Board or any Committee of the Board.

“Relative” shall include any person related as grandfather, grandmother, father, mother, stepfather, stepmother, brother, sister, stepbrother, stepsister, uncle, aunt, husband, wife, son, daughter, stepchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandchild, step grandchild, niece, nephew, or an individual who resides or shares a residence with a Board member for at least six (6) months of the calendar year.

Section 7. Certificate Of Appointment And Oath Of Office

The appointing authority shall issue to each appointee a signed certificate of appointment. Within ten (10) days after the receipt of the certificate of appointment, the appointee shall qualify for his office by taking an oath of office before any person authorized by law to administer the same to the effect that he will faithfully discharge his duties to the best of his ability, and shall file the certificate of appointment, with the oath endorsed thereon, with the records of the Library, which shall be preserved as a public record.

Section 8. Indemnification Of Members

The Board shall indemnify any member or former member made a party to any action, suit or proceeding in tort or contract, or for violation of any of the civil rights laws, State, Federal or local, under which the member or former member is or could be subject to personal civil liability for a loss occurring because of a non-criminal act or omission within the scope of their membership on the Board. This indemnification shall include any judgement, compromise, or settlement of the action, suit or proceeding; and reasonable expenses, including attorneys' fees actually and reasonably incurred by the member or former member in connection with the defense of such action, suit or proceeding, or in connection with any appeal therein, except in relation to matters as to which it shall be adjudged in such action, suit or proceeding that he or she is liable for gross negligence or willful misconduct in the performance of their duties. The rights of indemnification and reimbursement contained in the By-Laws shall not be deemed exclusive of any other rights to which a member or former member may be entitled by Statute or otherwise.

ARTICLE IV Continued
MEMBERS OF THE LIBRARY BOARD

Section 9. Representation On The Public Library Foundation

The President shall appoint one member of the Library Board to serve as the Board's representative on the Board of the Indianapolis-Marion County Public Library Foundation, Inc.

Section 10. Conflicts of Interest

Library Board members, in the capacity of trust imposed upon them, shall observe ethical standards with absolute truth, integrity, and honor.

Library Board members shall promote a high level of service while observing ethical standards.

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

Library Board members will not use the Library or their position with the Library for personal advantage or the personal advantage of friends or relatives.

It is incumbent upon any Library Board member to disqualify himself or herself immediately whenever the appearance of a conflict of interest exists.

Library Board members shall conduct themselves in accordance with the conflicts of interest principles set forth in these By-Laws and with the established *Code of Ethics for IMCPL Board of Trustees and Employees*, as may be amended from time to time.

ARTICLE V
OFFICERS OF THE LIBRARY BOARD

Section 1. Officers

The officers shall be President, Vice-President, and Secretary, all of whom shall be elected from the members of the Library Board. The Treasurer may be a Board Member. The Chief Executive Officer is not eligible to be designated as Treasurer.

Section 2. Tenure Of Office

The current term of office for Board members, except for the Treasurer, will be one (1) year with a maximum of three (3) consecutive terms. Normally, the term of office shall be from January 1 thru December 31.

Section 3. Election Of Officers

All elections shall be by nomination and roll call. A majority of the entire Board shall be necessary to elect any officer of the Board (four votes).

Section 4. Removal Of Officers

Any officer may be removed from office before the expiration of term of office for cause, by affirmative vote of at least a majority of the members of the Board (four votes) at any regular meeting of the

ARTICLE V Continued
OFFICERS OF THE LIBRARY BOARD

Board or at any special meeting of the Board called for that purpose. Notwithstanding the foregoing, the Treasurer may be removed by the Board, with or without cause, at any regular or special meeting, by a majority vote of the entire membership of the Board.

Section 5. Vacancies

When a vacancy occurs during the term of any officer, the Board will elect a successor at the next regular meeting of the Board after the vacancy occurs to fill out the unexpired term of the office.

Section 6. President

The President shall:

- a. Preside at all meetings.
- b. Appoint members of committees, including Chairmen.
- c. Authorize calls for any special meeting.
- d. Generally perform the duties of a presiding officer.
- e. Serve as ex-officio member of all committees.

Section 7. Vice-President

The Vice-President shall:

- a. Perform the duties of the President in the latter's absence.
- b. In case of a vacancy in the Presidency through death, disability, absence from the country, or other cause, the Vice-President shall serve as acting President until a President shall be elected or the disability shall be removed.

Section 8. Secretary

The Secretary shall:

- a. See that a record of attendance at Board meetings is kept. The record of attendance shall reflect members who were physically present at the meeting, members who participated by a means allowed under Article VII, Section 5(a), and members absent.
- b. See that a true and accurate account of all proceedings of the Board meetings is maintained.
- c. When a Board vacancy occurs, the Secretary shall inform the officer or body that appointed said member of such vacancy.
- d. See that Board members are notified of all meetings, and of changes in the hour, and/or date, and/or place of the regular meeting.

Section 9. Treasurer

The Treasurer shall:

- a. Receive, have custody of, and see that a true and accurate record is kept of all money and securities of the Library.

ARTICLE V Continued
OFFICERS OF THE LIBRARY BOARD

- b. Disburse the funds of the Library as authorized by the Board upon a warrant signed by the Treasurer.
- c. See that a true and accurate financial report is made each month and presented to the Board.
- d. Be bonded in an amount determined by the Board, the cost of said bond shall be paid from the Library Operating Fund.

ARTICLE VI
COMMITTEES

Section 1. Standing Committees

The following Standing Committees shall be appointed by the President in January of each year. At least two (2) Library Board members will be appointed to each committee, and an appropriate Library staff member will be assigned by the Library's Chief Executive Officer to serve as a liaison for administrative support.

- a. Facilities
- b. Finance
- c. Diversity, Policy and Human Resources

Section 2. Special Committees; Tenure of Special Committees

- a. Special committees for the study and investigation of special problems may be appointed by the President.
- b. Such committees are to serve until the completion of the work for which they were appointed, or until the completion of the term of the Board Member, whichever shall first occur.

ARTICLE VII
MEETINGS

Section 1. Regular Meeting

- a. The regular meeting of the Public Library Board shall be held on the fourth Monday of each month at 6:30 p.m. at the various branch facilities within the I-MCPL system.
- b. The Board may, by resolution adopted at any regular or special meeting, change the date and/or hour and/or place, of any subsequent regular meeting of the Board.

Section 2. Annual Meeting

The annual meeting of the Board for the election of officers shall be held following the regular monthly meeting held in November of each year.

ARTICLE VII Continued

MEETINGS

Section 3. Special Meeting

- a. Special meetings may be called by the President, or upon the written request of two members to the President. Only such business may be transacted as shall be stated in the call of such special meeting, except that additional items of business may be acted upon if all members of the Board give their consent.
- b. Forty-eight (48) hours notice of a special meeting shall be given all Board members. Such notice may be given by telephone call, facsimile transmission or in writing, provided that if all members of the Board are present, or sign a waiver of notice and consent to hold such a special meeting, no notice shall be necessary.

Section 4. Quorum

Four (4) members shall constitute a quorum at any regular, annual or special meeting. Only members who are physically present at the meeting location may be considered present for the purpose of establishing a quorum.

Section 5. Voting

- a. Participation by board members in a regular or special meeting of the Board may be through the use of any means of communication by which all directors participating may simultaneously hear each other during the meeting (i.e. telephone, computer, videoconferencing, or any other electronic means of communication). However, a Board member participating by such means of communication may not participate in any final action taken at such meeting.
- b. Voting on all matters of business may be verbal ayes and nays or by show of hands, unless a record of votes is required. When a record is required or desired, the vote shall be by a roll call response.
- c. All resolutions eligible for vote in a regular meeting of the Board shall require the “yes” votes of a majority of those Board members present in order to pass. All resolutions eligible for vote in a Special Meeting of the Board shall require at least four “yes” votes in order to pass.
- d. The order of voting of a recorded vote shall be by roll call in alphabetical order, except for the President who shall vote last.
- e. The presiding officer shall announce the result of the vote.
- f. Proxy voting shall be prohibited.

ARTICLE VIII

PERSONNEL

Section I. Chief Executive Officer

- a. The terms of employment for the Chief Executive Officer shall be set forth in a written agreement approved by the Board.
- b. The Chief Executive Officer shall be considered the Executive Officer of the Indianapolis-Marion County Public Library and shall be solely responsible for the management and operation of the Library under the direction and review of the Board.
- c. The Chief Executive Officer shall be responsible for the care of the buildings and equipment, for the employment and direction of the staff, for the efficiency of the Library's service

ARTICLE VIII Continued

PERSONNEL

to the public, and for the operation of the Library under the financial conditions set forth in the annual budget.

- d. The Chief Executive Officer or a delegated representative shall attend all meetings of the Board and present a quarterly statistical report on the operation of the Library.
- e. The Chief Executive Officer shall make recommendations to the Board for the annual budget of the Library.
- f. The Chief Executive Officer shall present an annual report to the Board.
- g. The Chief Executive Officer is not a member of the Board of Trustees of the Library.

Section 2. Attorney

- a. The Board may retain an Attorney and establish a retainer rate for the attorney, but for litigated cases extra compensation shall be allowed to be determined by the reasonable worth of such service.
- b. The President of the Board or the Chief Executive Officer may at any time request the legal opinions of the Attorney upon any matter coming within the jurisdiction of the Board. In all cases, the matter as to which such opinion is asked shall be stated in writing, and a copy of such written statement shall be returned by the Attorney with his opinion to the Board.

ARTICLE IX

EXPENDITURES

Section 1.

The Chief Executive Officer is authorized to incur indebtedness, to the extent consistent with the approved budget, without prior approval of the Board as follows:

- a. Up to \$1,000 for travel outside Marion County;
- b. Up to \$50,000 for any single contract for services;
- c. Up to \$50,000 for any single purchase of materials, goods, and/or supplies; or
- d. Up to \$50,000 for any single building alteration or repair.

Section 2.

No indebtedness in excess of the expenditure thresholds set forth in **Section 1** of this **Article IX** shall be incurred by the Chief Executive Officer for purchase of materials, goods, and/or supplies or for building alteration or repair without seeking requests for quotes, requests for proposals or advertising for bids and following the respective procedures for same as required by law.

Section 3.

The Chief Executive Officer of the Library and the Treasurer of the Library shall approve the issuance of warrants in payment of expenses lawfully incurred on behalf of the Library in the ordinary course of the Library's affairs; provided, however, that the respective goods and/or services to be paid have been delivered and/or rendered in advance of payment therefor, unless payment may otherwise be made in advance as permitted by I.C. 36-12-3-16 or other applicable law.

ARTICLE IX Continued

EXPENDITURES

Section 4.

The Chief Executive Officer and Treasurer shall jointly approve the action to be taken pursuant to Section 5 in advance of the action to be so taken and they shall jointly certify to the Board on or before the next regular meeting of the Board the actions so taken by presenting a resolution showing each warrant number, name of claimant and amount allowed.

Section 5.

At each such regular meeting of the Board, the Board shall consider, and confirm, all acts lawfully taken by the Chief Executive Officer and Treasurer as lawful acts taken for and on behalf of the Library.

Section 6.

As to any action so jointly approved, the Chief Executive Officer and Treasurer are authorized, empowered and directed on behalf of the Library to execute any writings and to take any action necessary to effectuate the intent and purposes of the action so approved.

Section 7.

Board Members will be reimbursed for all necessary registration, transportation, hotel, meals, and miscellaneous expenses while traveling on Library business upon the presentation of invoices and receipts so long as said reimbursement is consistent with and does not conflict with state statute, with accounting and compliance guidelines established or promulgated by the Indiana State Board of Accounts, or with written travel policy adopted by the Board.

Section 8.

Notwithstanding the provisions of Section 2. of this Article IX, when the Board has approved the construction or remodeling of a Library facility (a "Project") and has approved the total amount to be expended for such Project, the Chief Executive Officer need not procure the further approval of the Board for the purchase of the materials, goods and supplies in connection with the completion of the Project or in connection with changes in the scope of or the items utilized in the Project, so long as the total of all such purchases does not exceed the amount to be expended on the Project as previously approved by the Board and so long as any such changes have been reviewed and approved by the Committee of the Board responsible for overseeing such Projects.

ARTICLE X ORDER

OF BUSINESS

Section 1. Agenda

Board members are to submit to the President, items they want included on the Agenda at least seven (7) days prior to the meeting. Copies of the Agenda shall be in the hands of the Board Members at least forty-

ARTICLE X Continued

ORDER OF BUSINESS

eight (48) hours before meeting time (except for special meetings).

Section 2. Order of Business

- a. Call to order and roll call.
- b. Hearing of petitions of individuals or delegations.
Only one member may speak for a delegation.
Five minute limit allowed for each speaker.
- c. Communications received, not requiring action.
- d. Verification and approval of minutes.
- e. Report of committees (including Report of the Treasurer).
- f. Report of the Chief Executive Officer.
- g. Approval of the resolution regarding finances, personnel and travel.
- h. Unfinished business.
- i. New business.
- j. Next meeting date, place, and time.
- k. Adjournment.

ARTICLE XI

AMENDMENT, SUSPENSION, REVIEW

Section 1.

These By-Laws may be amended at any regular meeting of the Board, provided the Board members were notified fourteen (14) days prior to the meeting, or by unanimous vote of all seven (7) members of the Board present.

Section 2.

Any provision of the By-Laws, including the provisions of this article, which does not embody the provisions of an applicable statute, may be suspended by a vote of at least five members of the Board, but not otherwise, and no action of the Board in conflict with the By-Laws shall be valid and effectual unless, as a part of said action, said rules have been suspended as above provided.

Section 3.

Any section of the By-Laws may be amended or repealed and any new and additional rules may be adopted by vote of at least five members of the Board, and not otherwise.

Section 4.

All new and additional By-Laws, and all amendments of the By-Laws shall be by written resolution, stating the full text and indicating specifically affected sections of the By-Laws. The resolution as originally presented, or as amended by majority vote, shall then be voted upon and adopted or refused.

ARTICLE XII

PARLIAMENTARY GUIDANCE

The rules of parliamentary practice as found in Robert's Rules Of Order, newly revised, shall govern the proceedings of this Board, subject to the By-Laws, Procedures, and Policies, which have been or may be adopted by the Board.