

CLEVELAND PUBLIC LIBRARY
 Minutes of the Special Board Meeting
 August 9, 2018
 Trustees Room Louis Stokes Wing
 12:00 Noon

Present: Ms. Butts, Mr. Seifullah, Mr. Corrigan, Ms. Rodriguez, Mr. Hairston, Ms. Washington, Mr. Parker (arrived, 12:10 p.m.)

Absent: None

Ms. Rodriguez called the Special Board Meeting to order at 12:03 p.m.

Oath of Office for Reappointment of Maritza Rodriguez

OATH OF OFFICE
Administered

Mr. Corrigan administered the Oath of Office to Ms. Rodriguez who was reappointed by the Cleveland Board of Education on June 26, 2018 to a third full term on the Library Board, commencing on July 2, 2018 expiring on July 2, 2025.

Ms. Rodriguez expressed her gratitude to the Board of Trustees and Library Administration for the opportunity to serve for another term.

Motion to Temporarily Suspend the Regulations

MOTION TO
TEMPORARILY
SUSPEND THE
REGULATIONS
Approved

Ms. Rodriguez stated that because this is a Special Board Meeting and there was no Finance Committee Meeting and moved to temporarily suspend the Regulations of the Board of Trustees in Article IX and X requiring referral of resolutions to committees, to consider the following resolutions. Mr. Hairston seconded the motion, which passed unanimously by roll call vote.

Resolution Authorizing Partnership Agreement with Experience Aviation, Inc.

RESOLUTION
AUTHORIZING
PARTNERSHIP
AGREEMENT WITH
EXPERIENCE
AVIATION, INC.
Approved

(See pages 969-975)

Ms. Rodriguez moved approval of the following resolution. Ms. Washington seconded the motion, which passed unanimously by roll call vote.

WHEREAS, Experience Aviation Inc. is a Florida-based non-profit organization that was founded by Captain Barrington Irving with the mission of introducing young people to career opportunities in aviation and STEM-related fields; and

WHEREAS, Experience Aviation has developed a curriculum of hands-on workshops where students work together on projects such as assembling automobiles and small aircraft. Experience Aviation has held successful workshops in several major cities including, Atlanta, Dallas, Detroit, Houston, and Miami; and

WHEREAS, Experience Aviation has proposed a five-week program where twenty to thirty Cleveland Metropolitan School District ("CMSD") students would work together under the guidance of a project engineer to assemble a vehicle at the Tri-C Campus; and

WHEREAS, Experience Aviation has approached the Library to consider a partnership whereby Experience Aviation will make the finished vehicle available to the Cleveland Public Library for various library programs and outreach opportunities, including the Library's Mini Maker Faire, in exchange for the sum of \$35,000; and

WHEREAS, The Library finds that this partnership opportunity is consistent with its mission to be the center of learning for a diverse and inclusive community; now therefore be it

RESOLVED, That the Board of Trustees authorizes the Executive Director, CEO, or his designee, to negotiate and execute a partnership agreement with Experience Aviation Inc. consistent with the terms of this Resolution in the amount of \$35,000, with the expenditure being charged to the Founders fund account 20380103-53710 (Professional Services), which agreement shall be subject to the approval of the Library's Chief Legal Officer.

Tena Wilson, Deputy Director, stated that Captain Barrington Irving, was introduced to the Library Board when he made a presentation at the Special Board Meeting on April 15, 2018. Captain Barrington founded Experience Aviation Inc. with the mission to introduce young people to career opportunities in aviation and STEM-related fields. At that time, Captain Irving shared his vision

to bring a STEM program to Cleveland. Since then, we have been working with Captain Barrington, CMSD and Tri-C to collaborate on a program in which students would literally build a car.

Cleveland school students would work together under the guidance of a project engineer to assemble a vehicle and invited the Library to join in the partnership. Since then, partnerships have been confirmed. CMSD has agreed to provide the students and a teacher who will accompany the students as they assemble the vehicle; Captain Irving and Experience Aviation will provide the training and the vehicle; and Max Hayes High School (as corrected by Aaron Mason, not Tri-C) will provide the venue.

Ms. Wilson stated that the car will be on display at the Library's Mini Maker Faire and for various library programs and outreach opportunities at branches. Those details will be confirmed.

Ms. Wilson stated that this is an agreement for the Library's portion of the project's partnership to provide \$35,000 to fund the project and bring the partnership together. Each partner will have a role.

In response to Ms. Butts' inquiry, Mr. Mason confirmed that the vehicle would be built at Max Hayes and transported to the Library for the Mini Maker Faire.

Mr. Mason stated that arrangements will be made with the students and event engineers for outreach programming at some of the branches.

Ms. Washington asked if the Library was the only partner providing a financial contribution for this project.

Ms. Wilson stated that CMSD is contributing \$8,500 plus a teacher and noted that since the location has changed she was unsure of Tri-C's portion of the partnership.

Ms. Washington stated that the Library is contributing the bulk of the financial commitment for this project.

Mr. Hairston stated that this project is close to \$100,000. When utilizing Cleveland Public Schools teachers, you must use union and it must be bid out. In addition, full salaries must be paid. They are in charge of recruitment and classroom management,

transportation, food and possible custodial fees. CMSD will cover those costs. Because Tri-C is rehabilitating many of their facilities, the tools will be boxed and moved to Max Hayes along with a professional person to work with the students to complete the project.

Mr. Hairston concluded that this project was done in Detroit and he is confident that it can be done in Cleveland.

Director Thomas stated two years ago, this was done at Tri-C and Captain Irving spoke with the young children and inspired them. This resolution authorizes the Library to enter into an agreement once it has been completed. Although the agreement has not yet been finalized, it is very time sensitive to move forward and a decision could not wait until the September Board Meeting.

Ms. Washington stated that Captain Irving's presentation was phenomenal and applauds his efforts in working with the Library as well as CMSD.

Ms. Washington stated that the clarification on how the finances were coming together was very helpful.

Mr. Hairston stated that although contributions for CMSD and Tri-C are more in-kind, they are significant in the successful completion of this project.

Ms. Rodriguez requested that the link below be reflected in the minutes to provide additional information regarding Captain Barrington Irving. Director Thomas shared this video with the Board prior to Captain Irving's presentation at the Special Board Meeting on April 15, 2018.

https://www.youtube.com/watch?v=yUiTNFAG4_c

Mr. Hairston stated the Cleveland School system has the responsibility for parental involvement as well as orientation.

Mr. Hairston stated that the Library's logo will be on the car as well as the name of every student who worked on the car.

Mr. Hairston stated that he is working with Congresswoman Fudge's office on the NEO STREAM Conference. If it is timely, the car will be brought to the NEO STREAM Conference and officially unveiled at there.

Director Thomas stated that as we continue to work out details, we are comfortable about the Library's interests as we move forward.

Resolution Authorizing Preliminary Agreement with JKURTZ Architects LTD and SO-IL Office LTD for Preliminary Professional Design Services for the Martin Luther King, Jr., Branch

(See pages 976-985)

Ms. Rodriguez moved approval of the following resolution. Mr. Seifullah seconded the motion, which passed unanimously by roll call vote.

WHEREAS, On June 15, 2018, the Board of Trustees of the Cleveland Public Library approved the selection of SO-IL + JKURTZ as the top-ranked, most qualified firms to provide design services for the design and construction of the new Martin Luther King, Jr. Branch, and authorized the Executive Director to enter into negotiations for an agreement; and

WHEREAS, Library Administration has determined that it is necessary and advisable to enter into a preliminary agreement with SO-IL + JKURTZ to perform certain pre-design and community engagement services which will assist in evaluating the competition design scheme, refining the conceptual design, and defining the scope of services to be performed by SO-IL + JKURTZ in the full service design contract; and

WHEREAS, SO-IL + JKURTZ have submitted a proposal for a three-month long research, feedback, and development coordination phase which will focus on developer input and coordination, library programming and service delivery, and community outreach and coordination, for a total fee of \$103,525 plus reimbursable expenses estimated at \$6,500. Additionally, SO-IL + JKURTZ would credit 50% of their fee (\$51,762.50) toward the cost of schematic design; and

RESOLUTION
AUTHORIZING
PARTNERSHIP
AGREEMENT WITH
EXPERIENCE
AVIATION, INC.
Approved

WHEREAS, This Board finds that the fee is fair and reasonable; now therefore be it

RESOLVED, That the Board of Trustees authorizes the Executive Director, CEO or his designee, to negotiate and execute an agreement with SO-IL Office Ltd. and/or

JKURTZ Architects Ltd., in an amount not-to-exceed \$110,025, upon such terms and conditions as are approved by the Library's Chief Legal Officer, and such other documents as are necessary or appropriate to effectuate the preliminary agreement in accordance with this Resolution, with the expenditure of \$110,025 being charged to the Building and Repair fund account 40176705-55300-10767 (Construction/Improvements).

Jeremiah Swetel, Chief Operations Manager, stated that after the selection of SO-IL + JKURTZ as the top-ranked, most qualified firms to provide design services for the design and construction of the new Martin Luther King, Jr. Branch, preliminary discussions were held with the developer. It was determined that the best approach in coordinating the different stakeholders such as the Library, community and Developer would be through a preliminary design reset.

Mr. Swetel explained that although we are not completely discarding the concept that was recommended by the Selection Committee and approved by the Board, there are items that need to be coordinated with the Developer such as structural columns, common use spaces and shared spaces inside of the branch. From a service perspective, we must determine how that space will function for our staff and ultimately how the branch will work for the community.

There were a number of comments made regarding some functionality issues that did not necessarily work for the community. Some of those comments were that the branch was not a stand-alone location and that it was a mixed-use structure. We want to make sure that we re-engage the community in this process. We have a commitment from SO-IL + JKURTZ to help work through the process. Shenise Johnson Thomas, Chief of External Relations and Development, and her team will help drive the process during the design reset and help pull all of the partners together resulting in a solid concept to move forward with a traditional design contract.

Mr. Swetel stated that this resets the stage allowing the community, staff and Developer to provide input. As a part of this design reset proposal, the design team will credit back to the Library 50% of the proposal fee in the standard traditional design package. Also, the agreement states that it is an "hourly not to exceed".

Therefore, if we do not use all of their time and are able to consolidate meetings, the Library may realize a savings in that area.

Mr. Swetel stated that Joyce Dodrill, Chief Legal Officer, has also been working with SO-IL + JKURTZ on the contract for this preliminary reset.

Ms. Dodrill stated that this would be a three month development contract and the proposed design fee amount is \$103,525. 50% of that would be credited toward the schematic design fee. This very simple agreement will be drafted based on their proposal and during this time we will look at negotiating the full architect agreement that covers the schematic design, design development and construction documents.

Ms. Dodrill stated that one of the questions that we will be working on during this three month period is seeing how well the developer and architects work together in order to evaluate the Developers' and desire to use that same architect for their apartment building as the Library is using for the library branch design.

Ms. Dodrill expressed that she had concerns about the Library and Developers using the same architects because of potential conflicts of interest. However, there are potential financial savings and design consistency aspects to using the same architect that could outweigh the potential conflicts. This three month period will give us time to evaluate all of that.

Mr. Swetel stated that the potential to share a construction manager at risk and design services provides one button to push through the process. Their schedule has to be attached to ours from the beginning otherwise things will not fall into place. From a scheduling perspective, this will put them on the same schedule as us and ties us together in this project.

Mr. Corrigan stated that the CM must be done on statute and picking a CM will be a similar process.

Ms. Dodrill stated that it is in our bargaining agreement that the CM will be selected that way.

Director Thomas stated that he wanted the Board to understand that while SO-IL + JKURTZ won the design competition, they have not been selected as our architect. We can, however, work with them with the developers to observe how it will work. While we work on the contract that we would work with SO-IL + JKURTZ, this provides an opportunity to see that the integrity that they displayed through the competition moves forward to our preliminary work with our developers. If successful, we would move forward with them after our preliminary phase as our architect.

Director Thomas stated that this also addresses the concern that the Board expressed about hearing the concerns of the community. We went through a competition to discover who could create what we considered the best design for the Library. That did not automatically make them our architect.

In response to Ms. Butts' inquiry, Ms. Dodrill stated that although we do not have an architect yet, we do have a contract.

Ms. Dodrill stated that the statute says that if selected, the architect that we want to now try to negotiate a contract with and if the contract is very reasonable, we will come back to the Board and they will be our architect.

Mr. Seifullah asked if the current site for the Martin Luther King, Jr. branch currently belongs to the Library.

Ms. Dodrill stated that we would not transfer title until the very last second and we are ready to move into the new building.

Mr. Corrigan stated that we are using the words "design reset" because the public gets the impression that the selection in the competition was the selection of the design and it wasn't. This was merely the competition to decide which team would be best to work with first.

Using the words "design reset" is a public relations move. We are not changing the way we were always going to do this. We are making it clear to the community and the public that picking them from the competition neither locked us in to their design nor architect.

Mr. Corrigan stated that we have a right under that statute to negotiate a fair contract and if we are not satisfied we move to number 2 or number 3.

Ms. Washington asked if there was a communications opportunity, perhaps on the Library's website or another format, to announce that we want to go back to the community and hear what they want and need.

Director Thomas stated that this is the follow up to the story written by Steve Litt and our preliminary agreement. We are trying to go back and have the community give us input on what we have already done; understand the architect's vision; and allow the opportunity to understand the community's thoughts; and bringing in the developers and architects to have that discussion with the community.

Director Thomas stated that we will put that story out and because of the story Steve Litt put out, he will want to put out a fuller story about how we are moving forward.

Mr. Hairston asked for the projected timeline for the completion of this project.

Mr. Swetel stated that the date for completion has not yet been determined. Construction documents should be prepared by fourth quarter of 2019 and construction to begin in the spring of 2020. Approximately 16-18 months following, perhaps in 2021 or early 2022, the branch should be ready to open to the public.

Mr. Swetel explained that there is quite a bit of work to be done as the structure has not been developed by the architect yet. A part of the preliminary proposal is to get some clarification from the developers on the exact intended use is for the structure, timeframe and how that impacts our operations.

Ms. Washington asked at what point do we want to control our narrative rather than waiting for someone else to write it for us.

Director Thomas stated that at the next Board Meeting, there will be a presentation on how to move forward and have that discussion with the community.

Mr. Corrigan shared his recollection about the construction of the Justice Center and how the Commissioners lost control of the narrative relative to the project's construction, budget, design issues and public relations implications.

Mr. Swetel stated that with this concept reset, we are trying to find out where the developer is in their process and how to find some synergy in the common areas in the design concept that was selected in the competition and how we re-engage the community in this process. This is a public/private partnership and we are going to help develop the narrative and will work with Ms. Johnson Thomas and her team to ensure that we are hitting all of the right community agencies and support groups. If we are able to share some of the same professional services, then we will have no choice but to share that narrative to make sure that it works in the best interest of the Library.

Mr. Swetel thanked Ms. Dodrill and her team for their work on the development agreement and stated that whatever direction is selected, we will continue to consider what is in the best interest of the Library.

Resolution to Revise Human Resources Manual

Ms. Rodriguez moved approval of the following resolution. Ms. Butts seconded the motion, which passed unanimously by roll call vote.

WHEREAS, Pursuant to Section 121.2 of the Human Resources Manual, the Board of Library Trustees must approve all changes to the Human Resources Manual; and

WHEREAS, The Cleveland Public Library acknowledges that there are certain instances where allowing an employee to receive paid vacation in his or her first six (6) months of employment is appropriate and in the Library's best interests; and

RESOLUTION TO
REVISE THE
HUMAN
RESOURCES
MANUAL
Approved

WHEREAS, The Library Administration recommends that Section 371 of the Human Resources Manual be revised to allow the Director to authorize paid vacation during an employee's first six months of employment by updating the Vacation Time General Policy to provide as follows:

COMPENSATION PRACTICES - 300

VACATION TIME - 370

GENERAL POLICY - 371

Vacation time for full-time employees (and for part-time regular employees on a pro-rated basis) accumulates from the first day of employment. No vacation may be taken during the first six months of employment unless authorized by the Executive Director of the Library.

371.1 With the exception of vacation time authorized by the Executive Director of the Library, vacation time may not be taken until it is earned. Vacations may be taken at any time during the year with the approval of the department or agency head. In the scheduling of vacations, the requirements of the Library shall take precedence over the personal wishes of the employee.

371.2 Effective January 1, 1976, up to 150% of the annual accumulation of vacation time may be carried forward from one year to the next. Any time in excess will be lost.

371.3 In extraordinary circumstances, employees may request that excess vacation time be carried forward, and if the department or agency head concurs, the Executive Director of the Library may grant the request. Likewise, upon petition of a department or agency head and with the approval of the Executive Director of the Library, excess vacation time may be carried forward as the needs of the Library require.

Now therefore be it,

RESOLVED, That the Cleveland Public Library Board of Trustees hereby approves the proposed revision to the Human Resources Manual to update the Vacation Time General Policy, Section 371, as set forth above in this Resolution, to become effective July 1, 2018.

Joyce Dodrill, Chief Legal Officer, stated that this revision of the Human Resources Manual addresses on the section which currently prohibits new employees from taking any type of vacation during the first six months of their employment. This revision will give the Executive Director the authority to negotiate as a part of an offer for a new employee. For example, if the new employee already has a vacation scheduled, this revision will give the Director some flexibility to allow the new employee to take vacation within the first six months.

In response to Ms. Washington's inquiry, Ms. Dodrill stated that this revision was prompted by a situation involving Jeremiah Swetel, Chief Operations Officer.

Ms. Rodriguez stated that the County recently did something similar. If an employee had the time and it was transferred, the employee could take the requested vacation time.

Director Thomas stated that without this revision, if an employee had the time and had not been in their new position for six months, they would have to take the time unpaid.

Mr. Seifullah asked if this revision had any effect on sick leave.

Ms. Dodrill explained that this revision is strictly for vacation time.

Carrie Krenicky, Chief Financial Officer, stated that although sick time could be carried over from a previous employer vacation time cannot.

Resolution to Ratify and Approve the Purchase of Insurance Coverage for Policies Effective August 1, 2018

(See pages 986-998)

Mr. Seifullah moved approval of the following resolution. Mr. Corrigan seconded the motion, which passed unanimously by roll call vote

WHEREAS, On September 21, 2017, the Board of Library Trustees authorized the renewal of the insurance packages stated within this Resolution for four, one-year renewal periods commencing on August 1, 2018,

RESOLUTION
TO RATIFY AND
APPROVE THE
PURCHASE OF
INSURANCE
COVERAGE
FOR POLICIES
EFFECTIVE
AUGUST 1, 2018

Approved

provided terms, conditions, and pricing remained comparable to the current programs and consistent with then current market conditions; and

WHEREAS, On June 19, 2018, the Board of Library Trustees authorized the Executive Director to make the final determination to accept the insurance package that provides the best coverage for the lowest overall cost, for a total annual premium for all policies not to exceed \$479,020, and the coverage purchased would be presented for ratification by the Board of Library Trustees at their next regularly scheduled meeting; and

WHEREAS, McGowan Insurance, the Library's insurance broker, sought proposals from other carriers for general liability, commercial auto, umbrella liability, and excess liability policies because our incumbent carrier had proposed a rate increase for 2018-2019; and

WHEREAS, Library Administration reviewed and recommended the following proposed renewal policies providing coverage to meet the Library's risk needs at cost effective premiums:

Coverage	Expiring Premium	Incumbent Carrier	Incumbent Renewal	Proposed Carrier	Proposed Renewal
Property, including Boiler & Machinery	\$209,200	Affiliated FM	\$218,300 (not-to-exceed)	Affiliated FM	\$218,300 (not-to-exceed)
General Liability, including Employee Benefits and separate Employers Liability, Abuse and Molestation and Law Enforcement policies	\$54,674 (annualized)	Philadelphia Indemnity Insurance Company	\$79,973	Liberty Mutual Insurance Company	\$45,095
Commercial Auto	\$34,866 (annualized)	Philadelphia Indemnity Insurance Company	\$33,407	Liberty Mutual Insurance Company	\$39,274
\$10 million Excess Liability	\$30,251	Philadelphia Indemnity Insurance Company	\$39,341	Liberty Mutual Insurance Company	\$18,343
\$15 million Excess Liability over \$10 million Excess Liability	\$15,150	Ohio Casualty Insurance Company	\$15,150	Travelers Insurance Company	\$15,150
Crime	\$9,850	Travelers Casualty and Surety Company of America	\$9,850	Travelers Casualty and Surety Company of America	\$9,850
Cyber Liability	\$14,324	Illinois National Insurance Company - AIG	\$13,965	Illinois National Insurance Company - AIG	\$13,965
Public Officials and Employment Practices Liability	\$44,299 (annualized)	Illinois National Insurance Company - AIG	\$44,301	Illinois National Insurance Company - AIG	\$44,301
Total Premium	\$412,614		\$454,287		\$404,278

WHEREAS, The Library's Executive Director is authorized to accept the Property, General Liability, Automotive, Excess Liability, Crime, Cyber Liability and Public Officials and Employment Practices Liability as presented by McGowan for coverage effective August 1, 2018; and

WHEREAS, The combined annual proposed renewal premiums yielded a 2% savings (or \$8,336) compared to the expiring program premiums, and an 11% savings (or \$50,009) compared to the incumbent renewal premiums; now therefore be it

RESOLVED, That the Board of Library Trustees ratifies the decision to purchase Property, General Liability, Automotive, Excess Liability, Crime, Cyber Liability and Public Officials Liability and Employment Practices Liability Insurance through McGowan & Co., Inc. for the second year's premium not-to-exceed \$404,278 for the period August 1, 2018 through August 1, 2019; and be it further

RESOLVED, That it is the intention of this Board to renew the insurance packages stated within this Resolution for three, one-year renewal periods commencing on August 1, 2019, provided terms, conditions, and pricing remain comparable to the current programs and consistent with then current market conditions.

Carrie Krenicky, Chief Financial Officer, stated that the Library's annual premium for all of its policies totaling \$412,614 expired on August 1, 2018. The incumbent carriers who quoted us on our current policies came back with a quote of \$454,287. Our insurance agent put it back out for our General Liability, Automotive and Excess Liability and we chose to go with another carrier for those policies. That total renewal is \$404,278.

Ms. Krenicky stated that we do not have a firm number yet on our Property coverage because we are waiting to add the State of Ohio Computer Center as a location that will insure about \$300,000 worth of equipment. Although we are not sure, it should not exceed \$218,300 for the property insurance. That was an overall flat renewal as well because we are adding additional locations that will increase that premium.

Ms. Rodriguez asked for an explanation for the significant reduction in price of liability insurance.

Ms. Krenicky stated that Philadelphia was charging the Library a surcharge of an increase of 30% because of our Safety & Protective Services officers using pepper foam gel. Because we are going with another carrier, we will not be surcharged. We are moving from Philadelphia for General Liability to Liberty Mutual.

Ms. Rodriguez asked if Liberty Mutual was aware of our use of the pepper foam gel.

Ms. Krenicky confirmed that Liberty Mutual is aware of the pepper foam gel. Philadelphia has read all of our Board minutes including incident reports which indicate that none of the Library's officers have ever taken the pepper foam gel out of their holsters yet. Our agent has gone back several times and tried to get Philadelphia to requote us.

Mr. Corrigan stated that once an incident has happened with another covered insured and has decided on a company-wide policy of not taking that risk on again.

Resolution to Ratify Agreement for Purchase of Natural Gas

RESOLUTION
TO RATIFY
AGREEMENT
FOR PURCHASE
OF NATURAL
GAS

Approved

Mr. Seifullah moved approval of the following resolution. Mr. Corrigan seconded the motion, which passed unanimously by roll call vote

WHEREAS, On October 17, 2017, the Board of Library Trustees ratified the agreement entered into by the Executive Director on September 21, 2017 with Ohio Gas & Electric for natural gas at the rate of \$3.15 per MCF for a 12 month term from November 2017 through November 2018; and

WHEREAS, On June 19, 2018 the Board of Library Trustees authorized the Executive Director or his designee to enter into a new agreement commencing November 2018, through North Shore Energy Consulting, LLC, with natural gas suppliers that have the best fixed rates for periods of time up to and including 24 months, provided the rates do not exceed the rate of \$3.00 per MCF for a 12-month term or \$3.20 per MCF for a 24-month term; and

WHEREAS, The Library received, through its energy broker, North Shore Energy Consulting, LLC, a quote with Volunteer Energy Services, Inc. to supply natural gas for a 12 month term at a rate of \$2.79 per MCF commencing in November of 2018; and

WHEREAS, On June 19, 2018, the Library's Director executed the agreement with Volunteer Energy Services, Inc. at the rate of \$2.79 per MCF effective from November 1, 2018 through October 31, 2019 in order to lock in the rate and avoid market increases before November; now therefore be it

RESOLVED, That the Board of Library Trustees hereby ratifies the agreement entered into by the Library on June 19, 2018 with Volunteer Energy Services, Inc. for natural gas at the rate of \$2.79 per MCF for a 12 month term from November 1, 2018 through October 31, 2019.

Mr. Corrigan asked if the Library has worked with North Shore Energy Consulting, LLC in the past.

Carrie Krenicky, Chief Financial Officer, stated that the Library has worked with North Shore Energy Consulting, LLC within the last three years.

Mr. Corrigan asked for background on Volunteer Energy Services, Inc.

Ms. Krenicky stated that Volunteer Energy Services, Inc. is a local supplier that can get gas from Ohio and the Library has worked with them before.

Resolution to Amend Resolution Approving Reduced Guaranteed Maximum Price Amendment to Agreement with Regency Construction Services, Inc. for Safe, Warm and Dry Construction Project

Ms. Rodriguez moved approval of the following resolution. Mr. Hairston seconded the motion, which passed unanimously by roll call vote.

WHEREAS, In May 2018, the Board of Trustees of the Cleveland Public Library adopted a resolution approving an amendment to the Agreement between the Cleveland Public Library and Regency Construction Services, Inc., reducing the Guaranteed Maximum Price from \$4,447,792.57 to \$4,148,143.75 to remove the Rockport Branch from the scope of the work, and to place the funds allocated to Rockport into the Owner's Contingency; and

WHEREAS, The revisions to the amount of the Guaranteed Maximum Price in that Resolution failed to include some change orders which had not yet been processed at the time of the Resolution. Therefore, it is necessary to correct the prior Resolution to reflect the correct amount of the Guaranteed Maximum Price after removing the Rockport Branch from the scope of work: now therefore be it

RESOLUTION
TO AMEND
RESOLUTION
APPROVING
REDUCED
GUARANTEED
MAXIMUM
PRICE
AMENDMENT TO
AGREEMENT
WITH REGENCY
CONSTRUCTION
SERVICES, INC.
FOR SAFE,
WARM AND DRY
CONSTRUCTION
PROJECT
Approved

RESOLVED, That the Resolution adopted by this Board on May 22, 2018 be amended to reflect that the total change orders approved as of the date of the Resolution had increased the GMP by **\$36,675.36** (instead of \$21,961.26), thus increasing the GMP from \$4,425,831.31 to **\$4,462,506.67** (instead of \$4,447,792.57); now therefore be it further

RESOLVED, That the Resolution be further amended to reflect that the Board of Library Trustees authorized the Executive Director, CEO or his designee to enter into and execute an amendment to the Agreement between the Cleveland Public Library and Regency Construction Services, Inc. reducing the Guaranteed Maximum Price from **\$4,462,506.67** to **\$4,156,924.21** (instead of to \$4,148,143.75); and be it further

RESOLVED, That the Resolution further reflect that the Owner's Contingency and Permit Fund be increased by **\$305,582.46** (instead of \$299,648.82) to pay the costs resulting from changes and additions to the Project which may be made in the future by the Library, and which are not included in the GMP. All other provisions of the May 22, 2018 Resolution which have not been amended by this Resolution shall remain in full force and effect.

Mr. Corrigan asked for an explanation of why Rockport was removed from the Safe, Warm and Dry list.

Joyce Dodrill, Chief Legal Officer, stated that Rockport was removed from the list because the Library received a grant for the Best Buy Teen Tech Center at which there will be a grand opening. We did not want to close this branch down while the Teen Tech Center was open.

Ms. Butts asked for a status of the Teen Tech Center.

Jeremiah Swetel, Chief Operating Officer, stated that we are in the process of installing the sound booth and doors; vinyl floors; and the electrical part of the project will begin tomorrow. These items should be complete by the September 12th deadline.

In response to Ms. Rodriguez' inquiry, Tracy Martin, Director of Development, confirmed that there will be a Grand Opening for the Rockport Teen Tech Center on September 12, 2018.

Mr. Corrigan noted that the change orders are still less than ¼ of 1%.

Resolution to Accept the State Library of Ohio LSTA Discretionary Grants for the Ohio Library for the Blind and Physically Disabled (OLBPD)

(See pages 999-1002)

Mr. Seifullah moved approval of the following resolution. Ms. Washington seconded the motion, which passed unanimously by roll call vote

WHEREAS, Two grants of \$4,999 each, one grant of \$4,781.50 and one grant of \$1,029.50, for a total of \$15,809, from Library Services and Technology Act (LSTA) FY 2017 carryover funds, has been approved for the Cleveland Public Library for the period of August 1, 2018 through September 30, 2018, conditional upon formal approval of the Board of Library Trustees in September; and

WHEREAS, These grants are to assist with costs associated with the purchase of a Braille Embosser and local duplication media and supplies for the Ohio Library for the Blind and Physically Disabled; now therefore be it

RESOLVED, That the Board of Library Trustees accepts the State Library of Ohio LSTA discretionary grants totaling \$15,809 for the Ohio Library for the Blind and Physically Disabled (OLBPD) to be paid from LSTA FY 2017 carryover funds; and be it further

RESOLVED, That the President of the Board, the Executive Director, CEO or his designee, are authorized to enter into and execute such agreements and instruments as may be necessary or appropriate to effectuate the terms and conditions of this Resolution, which agreements and instruments shall be subject to the approval of the Library's Chief Legal Officer; and be it further

RESOLVED, That the Board of Library Trustees expresses its appreciation to the State Library of Ohio.

Ms. Rodriguez asked for additional information about the Braille Embosser.

RESOLUTION TO ACCEPT THE STATE LIBRARY OF OHIO LSTA DISCRETIONARY GRANTS FOR THE OHIO LIBRARY FOR THE BLIND AND PHYSICALLY DISABLED (OLBPD)
Approved

John Skrtic, Director of Public Services stated that the braille embosser creates actual braille for patrons who read it. The Ohio Library for the Blind and Physically Disabled previously had a braille embosser that was out of date. The braille embosser will provide more opportunities for our patrons to enjoy more local authors.

RESOLUTION
TO ACCEPT
GRANT FROM
THE
CLEVELAND
FOUNDATION
FOR HOTSPOT
LENDING
PROGRAM
Approved

Resolution to Accept Grant from the Cleveland Foundation
for HotSpot Lending Program

(See pages 1003-1006)

Mr. Seifullah moved approval of the following resolution. Mr. Corrigan seconded the motion, which passed unanimously by roll call vote

WHEREAS, The Cleveland Foundation, established in 1914, has a mission to enhance the lives of all residents of Greater Cleveland, now and for generations to come, by working together to address community needs through grantmaking, and provide leadership on key community issues; and

WHEREAS, The Cleveland Public Library applied for a grant to establish an internet hotspot lending program allowing patrons to check out mobile internet hotspot devices at all branches, including Main at the agreed upon amounts of 20 per branch and 60 at Main Library; and

WHEREAS, The Cleveland Foundation agreed to grant the Library \$70,000 to implement a mobile hotspot lending program; and

WHEREAS, Library Administration has determined the need to move forward with this program prior to receiving grant funds paying from the Library Materials current appropriation in the General Fund under the project code 12962 (HotSpot Lending) for tracking purposes; now therefore be it

RESOLVED, The Cleveland Public Library Board of Trustees, pursuant to the authority set forth in R.C. §3375.40(K), hereby accepts a grant from The Cleveland Foundation, in the amount of \$70,000 for the grant period July 1, 2018 through June 30, 2019; and be it further

RESOLVED, That the Executive Director, CEO, or his designee, is authorized to enter into and execute such agreements and instruments as may be necessary or appropriate, including those in excess of \$25,000.00, to effectuate the terms and conditions of the Grant and this Resolution, which agreements and instruments shall be subject to the approval of the Library's Chief Legal Officer.

Ms. Washington for additional information about the mobile internet hotspot device.

Mr. Corrigan stated that the mobile internet hotspot device is a separate device that works wirelessly to access an internet wi-fi connection.

Ms. Washington asked for more information on the partnership and proposed outcomes.

Director Thomas stated that the Library would be partnering with CMHA to get the information out to community agencies where there is the most need for these mobile internet hotspot devices. 35% of the City of Cleveland have less internet access than others; especially those who live in CMHA housing. Community agencies can help inform residents that mobile internet hotspot devices are available to be checked out at the Library.

Discussion continued about the Library's significant partnership with CMHA and how the Library has been very useful in sharing information about CMHA housing applications.

Director Thomas stated that in the original partnership with CMHA, they would have the hotspots and we would train the students on how to use the internet properly. After the Cleveland Foundation learned of these efforts, conversations continued about making hotspots available in libraries.

Director Thomas stated the CCPL is getting funded by the Cleveland Foundation to also provide hotspots in some of their library branches. Cleveland Public Library will have hotspots in all branch locations.

AMENDMENT
TO FINES AND
FEES
SCHEDULE
Approved

Amendment to Fines and Fees Schedule

(See page 1007)

Mr. Seifullah moved approval of the following resolution. Mr. Corrigan seconded the motion, which passed unanimously by roll call vote

WHEREAS, The State Auditor requires that the fines and fees assessed by Cleveland Public Library be approved by the Board of Library Trustees; and

WHEREAS, The Fines and Fees Schedule ("Schedule") is revised and updated, as needed from time to time, to provide greater clarity and definition to library operations and services; and

WHEREAS, The introduction of the internet hotspot lending program requires adding fees to Part A of the Schedule; now therefore be it

RESOLVED, That the Board of Library Trustees approves the revised Fines and Fees Schedule, as attached, to be effective September 1, 2018.

Ms. Washington asked what happens to patrons who accrue fines over extended periods of time.

Director Thomas stated that after a patron has reached a maximum limit of fines, that patron is then turned over to collections. The Library works with Unique Collections to recover the materials or collect the fines. There is a maximum fine on each item and they are charged a \$15 fee for account referral to Unique.

Joyce Dodrill, Chief Legal Officer, stated that patrons only go to collections if there account is over \$25.

Director Thomas noted that the only change in the Fines and Fees Schedules is that we included the mobile internet hotspot devices.

Executive Session

Ms. Rodriguez moved to adjourn into Executive Session for discussion of personnel matters. Mr. Corrigan seconded the motion, which passed unanimously by roll call vote.

The Board adjourned into Executive Session at 1:06 p.m.

Mr. Corrigan moved to adjourn to the Regular Board Meeting. Ms. Rodriguez seconded the motion, which passed unanimously by roll call vote.

The Board Regular Board Meeting resumed at 2:06 p.m.

Ms. Rodriguez adjourned the Regular Board Meeting at 2:07 p.m.

Maritza Rodriguez
President

Thomas D. Corrigan
Secretary

August 2018

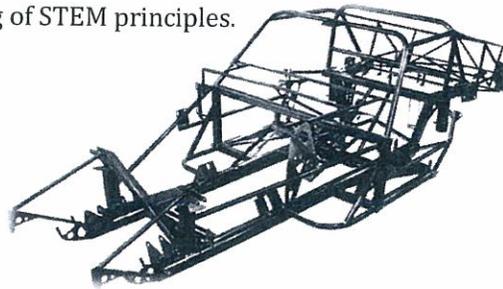
EXPERIENCE AVIATION & THE CLEVELAND COMMUNITY

1. GOAL

To enhance STEM (Science, Technology, Engineering and Math) engagement and skills of at-risk disadvantage students within the Cleveland Community by providing a cutting edge innovative project that will empower students as well as inspire the local community.

Students will achieve the following exclusive opportunities:

- i. Exposure and access to cutting edge STEM careers.
- ii. A motivating experience to realize potential and aptitude in performing STEM assignments.
- iii. Investigation and problem solving of STEM principles.
- iv. Hands-on project based learning.



2. PROJECT DESIGN

- i. Experience Aviation will challenge Cleveland students to restore a STEM vehicle over the course of 5 weeks. This specific car design is produced by a North American company Factory Five Racing, Inc.
- ii. A lead engineer from the Experience Aviation team will provide instructional support to all participants through this project based learning activity.
- iii. The Experience Aviation lead engineer is fully certified with over 6 years of research and development to construct all car models from the Factory Five Racing fleet. Here are some highlights of successful car builds operated by Experience Aviation and its lead engineer:

1. *Miami Florida, GTM Super Car – in 2012 we challenged 40 students to construct a supercar that performs at 215mph. A car that accelerates from 0-60mph in just 2.7 seconds.*



2. *Dallas Texas, STEM "818" Car – in 2014 Experience Aviation partnered with the Lancaster Independent School District along with Texas Instrument to construct a STEM car with 60 high school CTE students. Lancaster ISD initiative in partnering with Experience Aviation was to incorporate more hands-on projects within their district. On completion of this car, we were able to celebrate its success along with students by leading the annual Dallas Texas parade.*



3. *Houston Texas, STEM "818" Car – in 2015 Experience Aviation partnered with the Lamar School District to construct a STEM car along with 40 high school CTE students. Before the inception of the Experience Aviation car build the Lamar School District was facing a low percentage of student interest within their CTE automotive program. Upon completion of the car build the Lamar School District as a result was able to successfully gauge the interest of over 200+ CTE students registering for automotive classes.*



4. Atlanta Georgia, Daytona 65 Replica Car – in 2016 Experience Aviation partnered with DeKalb County School District along with Ford Motor Company Fund to work with 40 middle and high school students. These students were able to construct a replica of the 1965 Daytona Coupe with an impressive Ford 302 engine design. The car and students were recently featured at the DeKalb County School Board meeting to celebrate all their success.



5. Detroit Michigan, Daytona 65 Replica Car – in 2017 we completed our most recent Build and Soar car project in partnership with the Detroit Public School and Ford Motor Company. Detroit challenged 50 students from their high school automotive program to build a Daytona coupe from scratch. The completed car was unveiled at Ford Motor Company headquarter in Detroit Michigan. The car successfully completed a performance race on Ford's test track.



3. ACADEMIC COMPONENT AND SKILLS OBTAINED:

- *Develop interpersonal skills, leadership skills, written communication skills, responsible work ethic, develop skills needed to enter the workforce.*
- *Read / interpret written materials, understanding of vehicle systems, safety procedures, demonstrate proper automotive shop safety practices etc.*
- *Effective critical thinking, decision making, and problem solving techniques.*
- *Proper use of automotive tools, power tools and equipment.*
- *Riveting, sheet metal, engine systems, transmission functionality, internal car components and electrical wiring.*
- *Vehicle diagnostics, control systems, proper installation of car fluids, and interior design.*
- *Student analyzes the processes to paint, body work and refinish a vehicle.*

4. OUTSTANDING LOGISTICAL ITEMS

Student Demographic

- i. Predominantly at risk students of low socioeconomic status students located within the Cleveland Community area schools. Majority of students on free or reduced lunch.

Recruitment of Students (20 - 30 students)

- ii. The Cleveland Community area schools will be responsible for recruiting students to participate on the Build and Soar project. The project will require full commitment from students in order to successfully accomplish the mission.
- iii. Women in STEM. Experience Aviation would like to possibly see at least 20% of the students to be young women. Based on our experience of builds young women perform exceptionally well even when competing against young men.

Schedule & Student Total

- iv. Proposed Schedule
 - Monday – Thursday during the school calendar session. 9 am – 2:30 pm. This schedule can be modified to address both the community and Experience Aviation’s schedule.
- v. Program start date to be determined by the Cleveland Community and Tri-C Community College site. Construction will take place in June however facility may be available in July. Exact date will need to be determined by the college.
- vi. Only 4-5 participants will work directly on the car and separated into various group rotations structured by Experience Aviation.

- vii. Each group of students will work on the car during different phases. The remaining student participants will work with Tri-C Community College through supplemental automotive activities such as disassemble and reassemble lawn-mower engines to understand engine functions etc. (See sample syllabus below)
- viii. Lunch Logistics.
 - How will student daily Lunch be incorporated? Where will lunch take place and who will provide daily meals for students?
- ix. Transportation
 - How will students be transported to the car build facility? Will transportation be provided by parents individually or by school bus? Transportation will need to be determined by the Cleveland Community area schools.
- x. Other Responsibilities amongst the Cleveland Community
 - Recruitment of the students
 - Filming of the Car Build
 - Race event held at Burklake Front Airport.
 - Media Coverage
 - Congressional Involvement

Sample Syllabus for group rotation

- i. Week 1:
 - a. Auto-motive safety and the workshop environment functionality
 - b. Proper use of automotive tools, power tools and equipment.
 - c. Dissassemble and reassemble small block Law-Mower engines
- ii. Week 2:
 - a. Group works on the GTM super car
- iii. Week 3:
 - a. Riveting, sheet metal and electrical wiring activities
- iv. Week 4:
 - a. Group works on the GTM super car
- v. Week 5:
 - a. Vehicle diagnostics, control systems, proper installation of car fluids, and interior design
 - b. Final touches for product showcase to the Cleveland Community

Logistics

- vi. Experience Aviation will order all necessary parts
- vii. Experience Aviation will coordinate all necessary tools, services and logistics as it relates to successfully completing the car build.
- viii. The Cleveland Community will identify building space, coordinate schedule of students, provide one adult who can supervise the students as the building occurs with the lead instructor.
- ix. Upon inspection of site visit by the Experience Aviation team, other logistics will be discussed and coordinated.

Community Outreach & PR

- x. After further discussions and site visit by Experience Aviation team a customized media / race car unveiling event will be created. In addition, other customized events can be made possible. The purpose is to honor the accomplishment of students and to recognize STEM education within The Cleveland Community.
- xi. The Cleveland Public Library will have access to the finished vehicle at 2-3 outreach events within a designated 2-week time frame ending on November 3rd, the date of the Library's annual Mini Maker Faire Celebration.
 - i. An Experience Aviation representative will participate in 2 outreach events during the 5-week session at the Cleveland Public Library.

5. PROJECT BUDGET

Consultant Services	Cost
Program Manager Consultant: includes the following: Coordinating all programmatic components such as: orders, part coordination, recruitment orientation, budgets, preparation for project launch, build schedules, ordering program supplies / materials, and ensuring a high quality implementation of the GTM supercar hands-on project to fulfill the Experience Aviation's and the Cleveland Community mission.	\$7,000
Lead Engineer Consultant: will provide daily instruction on how to renovate the GTM supercar hands-on project challenge. Lead Engineer is positioned to providing students with 21st Century Skills, instruct on complex subject matter, empower students to take on each challenge of the build, make the experience fun and instill discipline.	\$10,998.00
Project Parts and Supplies	
	Cost
Car parts, supplies, materials and equipment	\$15,747.87

Transportation and Lodging Expenses	Cost
RV park cost and utilization expenses over the duration of 5 weeks. Also includes fuel and milage cost to transport the RV to and from Cleveland	\$2,596.50
Auto transportation of the GTM car from Miami, FL to Cleveland, Ohio. Approximately 1300 miles	\$1,100.00
Auto transportation of the GTM car from Cleveland, Ohio to Miami, FL. Approximately 1300 miles	\$1,100.00
Flight Transportation: Lead Engineer Consultant - \$350 round trip ticket. 1 trip	\$350.00
Hotel: Program Manager Consultant - \$139 x 3 nights x 4 weeks	\$1,668.00

Flight Transportation: Program Manager Consultant - \$350 round trip x 4 weeks	\$1,400.00
Captain Barrington Irving 2 trips, 4 Days Total: Hotel = \$556, Flight = \$700	\$1,256.00
Overall Project Total	\$43,216.37

Fundraising Goal	Cost
Overall Project Total	\$43,216.37
Cleveland Public Library Commitment	\$35,000.00
Total Remaining to be fundraised	\$8,216.37

Jeremiah Swetel, COO
Cleveland Public Library

RE: Cleveland Public Library
Martin Luther King Jr. Branch
Design Reboot Proposal

Mr. Swetel,

We are honored to have been chosen as the successful design team for the Martin Luther King Jr. Branch Library. It is a critical project and one which will be transformative for our team, the library, and the communities it serves.

We are pleased to provide this proposal for 'Design Reboot' services for the new library branch on Euclid Avenue. This proposal assumes our successful competition scheme is the launching point for our collaboration with the Library and stakeholders to begin design services in earnest. This limited services proposal is assigned as an interim step to executing a full service design contract for the MLK Library project.

This proposal envisions a 3-month long research, feedback, and development coordination phase with the purposes of re-setting our competition scheme to meet the most up-to-date thinking on the part of the Library, the developer, and the community. This proposal focuses on 3 concurrent work efforts, each of which will be synthesized into a final design solution at the conclusion of this phase.

The three trajectories are developer input and coordination, library programming and service delivery, and community outreach and inclusion. Reinforcing our belief that the best outcome is a fully integrated solution, we see this 3-month study as an opportunity to strengthen the partnership between CPL, MDP, and the community by working through the many integration and coordination requirements of both the tower development and CPL, in addition to fielding and addressing wishes and concerns of local groups. All parties will be able to use this process to further clarify their particular scope for design services and requirements for achieving a mutually beneficial model of integration.

We hope you will find the following outline of services commensurate with your expectation and we are looking forward to our next step in this process. Please contact me with any questions or concerns.

Sincerely,



Jonathan Kurtz,
Principal, JKURTZ
jk@jonathankurtz.com



Jing Liu
Principal, SO-IL
liu@so-il.org

Design Team:

Our team is uniquely positioned to lead this project to success. We have a record of realizing innovative projects that are catalysts for learning, arts, community and urban development across all scales.

We have assembled the following team and have itemized the design services each firm will provide:

SO-IL	Lead Design Architecture Interior Design Specifications FF&E Landscape
JKURTZ	Associate Design Architect of Record Interior Design Specifications Landscape
GPD	Structural Engineering Mechanical Electrical, and Plumbing Engineering Civil Engineering Fire Protection/ Life Safety Architectural Peer Review Sustainability [LEED]
Brightspot Strategy	Library User Experience & Service Strategy
Tec Studio	Lighting Consultant A/V Data/Telecom Security
Nesnadny + Schwartz	Wayfinding Identity Graphics Exhibits
	Acoustics

*Services in light grey are not included in design reboot phase

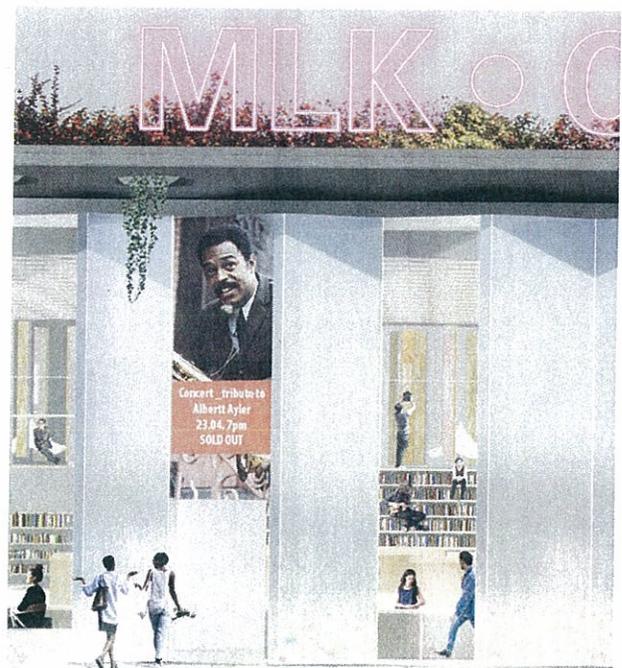
Design Reboot Schedule

	Week											
	1	2	3	4	5	6	7	8	9	10	11	12
Library Design Reboot												
Program Validation & Library Priorities												
Midwest Development Discovery												
Program, Layout, Organization Studies												
Rebooted Design Finalization												
CPL Design Meetings	o	o		o			o			o		
Developer Check-In		o		o			o			o		
Community Design Workshops				o			o			o		o

The goals of the design reboot stage are to 1) further refine programmatic and operational needs of the MLK Jr. Branch and CPL, 2) generate and integrate design feedback from the community of users, and 3) establish mutually agreeable design guidelines for the Midwest Development project to ensure the CPL’s needs are met in this complex project.

There are four general tasks to be completed during the design reboot’s twelve weeks: validate library space requirements and priorities (Program Validation and Library Priorities); continue conversations with Midwest Development to learn and discover their project status and how they affect the MLK Branch design (Midwest Development Discovery); analyzing and integrating new discoveries and feedback into the design; and finalizing the conceptual design of the Library. Design workshops with the CPL, Midwest Development, and the user community will be held throughout the process, culminating in a final “rebooted design reveal” at the end of the twelve weeks.

We will engage our engineering specialists on a limited basis but with sufficient involvement as to collaborate in several work-sessions and provide feedback. Engineering emphasis at this phase will be placed on structural and site utilities confirmation and dialogue.



Program Validation and Library Priorities

Weeks 1-3

Meetings with CPL: 2

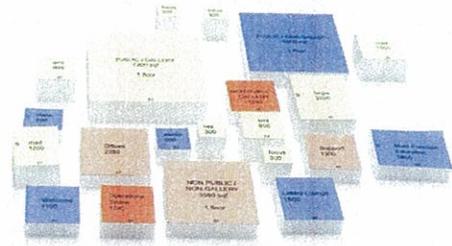
With Brightspot Strategy, the design team will reexamine the program sizes, dimensions, and adjacencies presented during the competition phase to ensure they meet the Branch's and CPL's needs, and capture any additional space changes. We assume one intensive worksession with CPL and the MLK branch staff to obtain feedback. The team will additionally explore and present new service provision models, and optimize the spaces to facilitate them.

The team will produce study models, sketch plans, and concept boards that will address the feedback at a general level. The key goal of these first few weeks is to determine the driving priorities that the CPL and design team will use to help guide future design decisions.

Agenda items:

- Project vision and summary of key aspirations.
- Project Reset study logistics, protocols, overall schedule for all phases.
- Programming and service model understanding
- Library to identify site and macro-planning concerns related to competition scheme [focus on spatial program and site issues [i.e. more closed study rooms, book-drop, etc.] Vs. Interior configuration concerns

Desired Outcome(s): establishment of key priorities driving library functionality and service/operational model, understanding CPL desires for degree of integration with Tower [i.e. visual, functional, programmatic, operational], feedback and discussion on competition scheme



Midwest Development (MDP) Discovery

Weeks 2-3

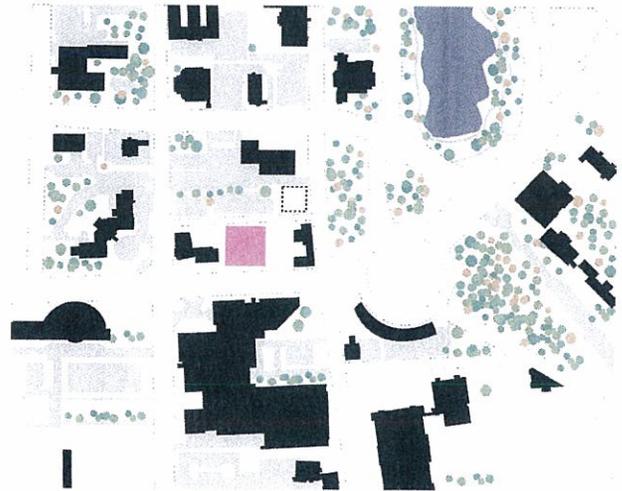
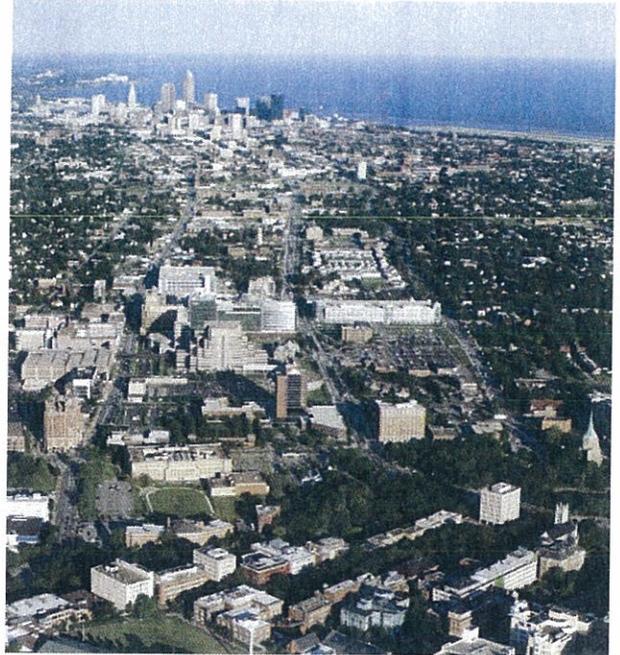
Meetings with MDP: 1

Concurrently, the team will interface with Midwest Development Partners to remain aware of any recent developments in the design of the residences above the Library, and overall development plans on the block. The team will also take this opportunity, early in the process, to communicate the CPL's and the MLK Jr. Branch's key design goals as it relates to the entire development.

Agenda items:

- Review space and program needs for tower ground floor
- Site and massing review/access/flow site diagrams
- Discuss service and utilities approach with GPD engineering and MDP
- All parties work-session to:
 - Understand Tower ground floor program, utilities information, site information, site plans, etc.
 - Review potential structural approaches, benefits and drawbacks
 - Discuss access and security, public and service demands relating to both entities

Desired Outcome(s): Mutual understanding of benefits and drawbacks of issues both parties itemized in the agenda. Agreement on 1-2 directions for further study regarding site organization, flow, service, and public/private access. Identification of additional information required to establish direction on structural and site direction.



Program, Layout, Organization Studies

Weeks 3-9

Meetings with CPL: 3

Meetings with MDP: 3

Meetings with Community: 3

During this phase, the team will refine the architecture to meet goals and guidelines set forth in the Program Validation and Discovery stages. The process includes a series of meetings with the CPL to discuss and select design options; meetings with Midwest to communicate the design decisions, and ensure their progress does not jeopardize the architecture or future operations of the Branch; and the user community to garner feedback on the designs developed with the CPL.

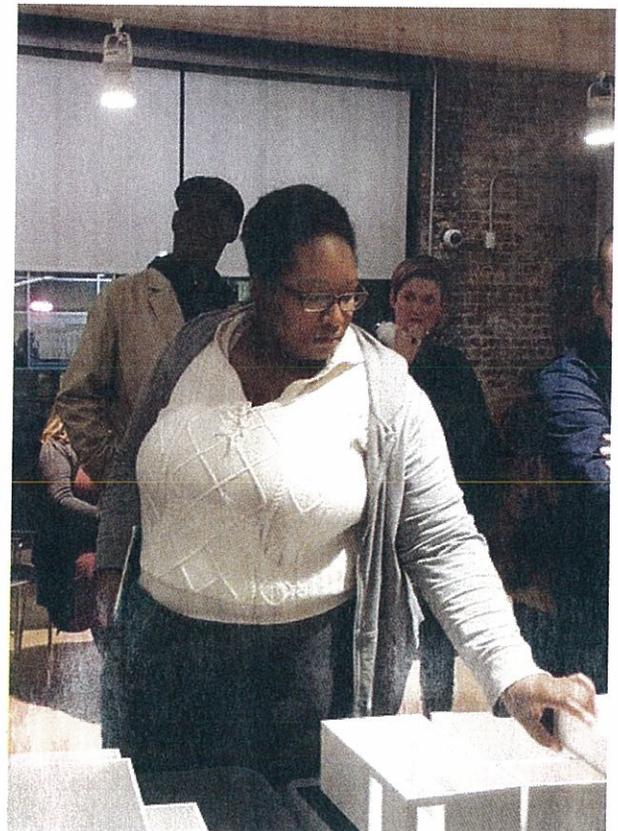
The first community-wide meeting will aim to understand the goals, aspirations, and pride of the community members, and how the Branch might address them. Discussions may also address how the users can utilize the spaces and services. We think it will also be important at this kick-off to restate the goals of the project, present the service model and initial thoughts on the facility design based on the feedback during the competition phase. We suggest creating an Online platform (Facebook) that allows for surveys and community feedback to give voice to those unable to attend the meetings. Designs affected by the discussion will be explored with the CPL soon after, and MDP will remain informed.

The second and third community meetings will be focused group workshops targeting specific needs of the users. They may include workshops with the elderly from Fenway and Judson Manors, John Hay and other students, and organizations that use the meeting rooms. The team will use the outcomes of these workshops to create a comprehensive usage profile for the Branch and integrate the findings into the architecture.

Agenda items [CPL+MDP]:

- Review recommendation for site and ground floor layout
- Review CMR implications and project phasing [if any] which may impact final layout decisions
- Identify service, maintenance, liability, and economic responsibility concerns to be negotiated in order to resolve integrated urban site solution
- Begin delineation of scope between Tower and Library responsibilities with a focus on scope clarity for design services to be rendered

Desired Outcome(s): Ground floor program validation, General agreement on site and ground floor approach [final layout not withstanding], Identification of specific components that will not be able to be committed to prior to commencement of Schematic Design, Identification of any approach or configuration that may require further review by the city and/or deviate from the current terms of understanding



Rebooted Design Finalization

Weeks 10-12

Meetings with CPL: 0

Meetings with MDP: 0

Meetings with Community: 1

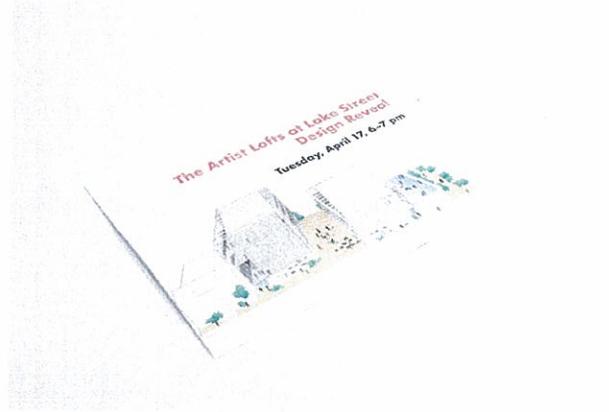
Following design workshops series, the team will create a rebooted design based on the feedback from the CPL, MDP and the community. We anticipate hosting a final public "Design Reveal" at the end of the twelve weeks, with announcements sent online and by mail to the surrounding zip codes. At the final presentation, the team will present the changed design, the feedback, and how the community helped shape it. Presentation materials will include a digital presentation, boards, and a physical model to clearly communicate the design.

As the design reboot also involved Midwest Development Partners, we suggest taking this opportunity to also present the design of the residential tower above the library. Specifically, we imagine addressing the design of the tower, and how it is not overly imposing, or overshadows the library.

Agenda:

- Review refined recommended approach to site and ground floor layout
- Midwest to Identify unknowns which may further impact macro-scale planning decisions
- Progress update on components which should be set prior to beginning SD
- CMR progress, phasing, if any
- CPL and MDP discuss proposals for resolving service, maintenance, liability, and economic responsibility concerns to develop the preferred integrated urban site solution
- Scope clarification between Tower and Library responsibilities
- Review proposed concept design to take into SD

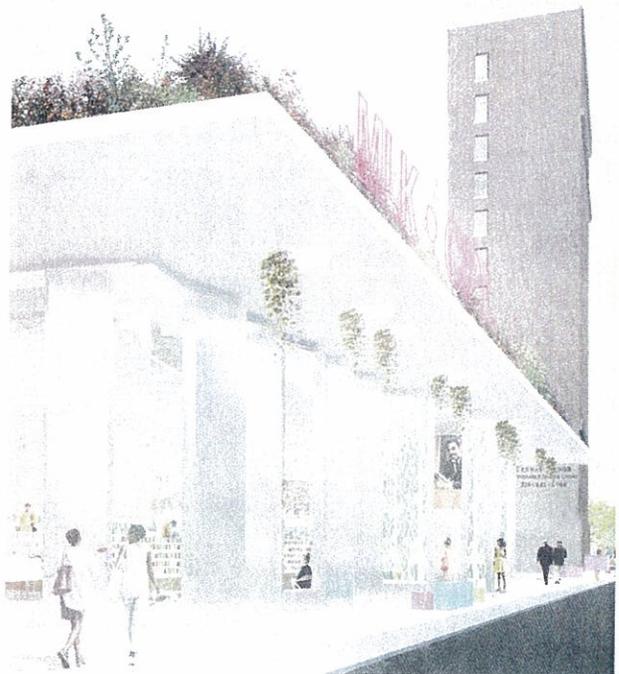
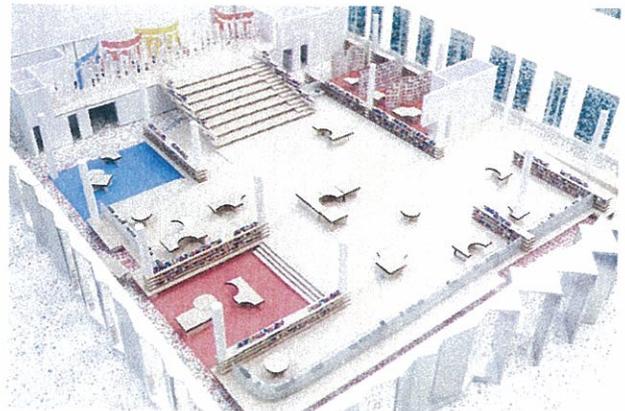
Desired Outcome(s): Agreement on approach to tower and Library design and integration model, identification of issues not yet resolved with agreement they can be resolved in SD, consensus on site and ground floor design, agreement on approach to utilities and service for complete building [Tower + Library, what can be combined and what must be separate, utilities, metering, etc.], Commitment to degree of integration and/or separation of ground floor scope



After The Design Reboot

After the final reveal of the rebooted design, we will continue working closely with the CPL to refine the design of the MLK Jr. Branch at a granular level—interior finishes, furniture, etc. Other design and administrative issues that involve Midwest Development Partners will also need to be addressed. They include, but are not limited to:

- East side outdoor plaza
- Parking garage, and overall project schedules
- Designer and engineering coordination
- Economic efficiencies in construction (e.g. building the foundation for both projects once)
- CMR selection



Project Fees

Proposed Design Fee [hourly not-to-exceed value]	\$103,525
Project Reimbursable Costs	est. \$6,500
50% of the Proposed Design Fee above shall be credited toward the schematic design fee.	

Fee by discipline for this phase:

Architecture + interiors + landscape [SO-IL + JKURTZ]	\$65,000
Structural [GPD]	\$7,650
Mechanical + Plumbing [GPD]	\$5,680
Electrical [GPD]	\$3,015
Civil [GPD]	\$2,180
Programming + User Experience + Service Strategy [Brightspot]	\$20,000

Billable Rates

SO-IL	<u>Role</u>	<u>2018Hrly rate</u>	GPD	<u>Role</u>	<u>2018Hrly rate</u>
	Principal:	\$325		Project Management:	
	Sr. Associate:	\$210		Principal Project Manager	\$183
	Associate:	\$180		Sr. Project Manager	\$171
	Designer:	\$160		Project Manager	\$158
	Intern:	\$90		Associate Project Manager	\$140
				Project Administrator	\$107
				Design:	
JKURTZ	Principal:	\$225		Principal Architect/Engineer	\$177
	Associate:	\$160		Senior Architect/Engineer	\$164
	Designer:	\$135		Project Architect/Engineer	\$152
	Intern:	\$85		Associate Architect/Engineer	\$142
				Design Architect/Engineer	\$129
				Staff Architect/Engineer	\$115
				Architect/Engineer	\$105
				Architect/Engineer Intern	\$100
BRIGHTSPOT	Founder	\$450		Senior Designer	\$139
	Director/Associate Director	\$300		Project Designer	\$129
	Senior Strategist	\$225		Associate Designer	\$115
	Strategist	\$150		Designer	\$107
				Technical:	
				Senior Technician	\$98
				Project Technician	\$85
				Associate Technician	\$77
				Technician	\$67
				Technician Intern	\$60
				Surveyor:	
				Land Surveyor	\$125
				Party Chief	\$100
				Instrument Technician	\$81
				Survey Technician	\$72
				GIS	\$118
				Environmental:	
				Principal Env. Scientist	\$177
				Env. Project Manager	\$140
				Env. Project Coordinator	\$118
				Senior Env. Scientist	\$91
				Env. Scientist II	\$78
				Env. Scientist I	\$62
				Geotechnical:	
				Principal Geo. Engineer	\$177
				Senior Geo. Engineer	\$164
				Project Geo. Engineer	\$118
				Associate Geo. Specialist	\$101
				Geo. Specialist	\$92
				Geo. Drill Crew (2-person)	\$145
				Support:	
				Project Aid	\$67

OPTION #1
AN INSURANCE PROPOSAL
PREPARED FOR:

*CLEVELAND PUBLIC LIBRARY
325 SUPERIOR AVENUE
CLEVELAND, OH 44114*



PRESENTED BY:

*PATRICK MUSCENTI
ALLISON CASSTEVENS
MCGOWAN INSURANCE
20595 LORAIN ROAD
FAIRVIEW PARK, OH 44126*

JULY 30, 2018

UPDATED AUGUST 8, 2018

DISCLAIMER - The abbreviated outlines of coverages used throughout this proposal are not intended to express any legal opinion as to the nature of coverage. They are only visuals to a basic understanding of coverages. Please read your policy for specific details of coverages

2018-19 MARKETING SUMMARY

Carrier	Line of Business	Response
Argonaut	All Casualty Lines	Declined
Frankenmuth	All Casualty Lines	Declined
Liberty	All Casualty Lines	Quoted-
Philadelphia (Incumbent)	All Casualty Lines	Quoted
Travelers	All Casualty Lines	Declined- All Lines Except \$15M xs \$10M Excess

GENERAL LIABILITY POLICY OUTLINE

COMPANY: Liberty Mutual Insurance Company (Admitted / NEW)

COVERAGE	LIMIT
-----------------	--------------

GENERAL LIABILITY – OCCURRENCE-BASIS:

Each Occurrence	\$1,000,000
Personal and Advertising Injury	\$1,000,000
General Aggregate (Other Than Products / Completed Operations)	\$2,000,000
Products / Completed Operations Aggregate	\$2,000,000
Rented to You	\$1,000,000
Medical Expense – Each Person	\$5,000

EMPLOYEE BENEFIT LIABILITY – CLAIMS-MADE BASIS:

Each Person	\$1,000,000
Aggregate	\$2,000,000
Retroactive Date	08/01/2006

OHIO STOP-GAP LIABILITY – OCCURRENCE-BASIS:

Each Person	\$1,000,000
Each Occurrence	\$1,000,000
Bodily Injury – By Disease	\$1,000,000

MAJOR POLICY TERMS & CONDITIONS:

- Fellow Employee Exclusion Deleted
- Blanket Additional Insured & Waiver of Subrogation as required by written contract
- Sexual Abuse/Molestation Exclusion (Separate Policy with Liberty)
- Liberty General Liability Enhancement Endorsement
- Law Enforcement Exclusion (Separate Policy with Liberty)

TOTAL PREMIUM: \$39,052

LAW ENFORCEMENT PROFESSIONAL LIABILITY POLICY OUTLINE

COMPANY: Liberty Mutual Insurance Company (Admitted / NEW)

COVERAGE	LIMIT
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LAW ENFORCEMENT – OCCURRENCE-BASIS:

Each Wrongful Act	\$1,000,000
Aggregate	\$1,000,000
Supplementary Payments – Non-Monetary Relief	\$25,000
Deductible Each Wrongful Act	\$2,500
Supplementary Payments – Non-Monetary Relief Deductible	\$10,000

TOTAL PREMIUM: \$5,002

SEXUAL MISCONDUCT & MOLESTATION LIABILITY POLICY OUTLINE

COMPANY: Liberty Mutual Insurance Company (Admitted / NEW)

COVERAGE	LIMIT
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SEXUAL MISCONDUCT & MOLESTATION – OCCURRENCE-BASIS:

Each Wrongful Act	\$1,000,000
Aggregate	\$1,000,000
Innocent Party Aggregate Defense Expense Amount	\$1,000,000
Deductible Each Wrongful Act	\$2,500

TOTAL PREMIUM: \$1,041

COMMERCIAL AUTO POLICY OUTLINE

COMPANY: Liberty Mutual Insurance Company (Admitted / NEW)

<i>COVERAGE</i>	<i>LIMIT</i>	<i>PER</i>
Bodily Injury and Property Damage	\$1,000,000	Combined Single Limit - Each Accident
Uninsured Motorists	\$100,000	Each Accident
Underinsured Motorists	\$100,000	Each Accident
Medical Payments	\$5,000	Each Accident

<i>COVERAGE</i>	<i>SYMBOL</i>	<i>APPLICABLE TO:</i>	<i>DEDUCTIBLE</i>
Liability	01	Any Auto	Nil
Uninsured Motorists Underinsured Motorists	02	Owned Autos	Nil
Physical Damage - Comprehensive	02, 08	Owned Autos Hired Auto	\$500
Physical Damage – Collision	02, 08	Owned Autos Hired Auto	\$1,000

MAJOR POLICY TERMS & CONDITIONS:

- Liberty Auto Enhancement Endorsement

SUBJECT TO:

1– Favorable Driving Records

ANNUAL PREMIUM: \$39,274

\$10M EXCESS LIABILITY POLICY OUTLINE

COMPANY: Liberty Mutual Insurance Company (Admitted / NEW)

COVERAGE	LIMIT
Per Occurrence	\$10,000,000
Aggregate	\$10,000,000
Self-Insured Retention	\$10,000

UNDERLYING COVERAGE:

General Liability:

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Products / Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000

Employee Benefits Liability:

Per Occurrence	\$1,000,000
Aggregate	\$1,000,000

Abuse/Molestation:

Per Occurrence	\$1,000,000
Aggregate	\$1,000,000

Law Enforcement:

Each Wrongful Act	\$1,000,000
Aggregate	\$1,000,000

Ohio Stop Gap:

Each Accident	\$1,000,000
Policy Limit	\$1,000,000
Each Employee	\$1,000,000

Employers Liability:

Each Accident	\$1,000,000
Policy Limit	\$1,000,000
Each Employee	\$1,000,000

MAJOR POLICY TERMS AND CONDITIONS:

- Follow Form

ANNUAL PREMIUM: \$18,343

\$15M XS \$10M EXCESS LIABILITY POLICY OUTLINE

COMPANY: Travelers Insurance Company (Admitted / NEW)

COVERAGE	LIMIT
Per Occurrence	\$15,000,000
Aggregate	\$15,000,000

UNDERLYING COVERAGE:

Philadelphia Excess Policy:

Each Occurrence	\$10,000,000
General Aggregate	\$10,000,000

MAJOR POLICY TERMS AND CONDITIONS:

- Follow Form except Abuse/Molestation as it is excluded

ANNUAL PREMIUM: \$15,150

CRIME POLICY OUTLINE

COMPANY: Travelers Casualty & Surety Company of America (Admitted / Incumbent)

<i>COVERAGE</i>	<i>LIMIT</i>	<i>DEDUCTIBLE</i>
A - FIDELITY:		
Employee Theft (Per Loss Coverage)	\$2,000,000	\$10,000
ERISA Fidelity	Not Covered	
Employee Theft of Client Property	Not Covered	
B – FORGERY OR ALTERATION:		
	\$2,000,000	\$10,000
C – ON PREMISES:		
	\$100,000	\$10,000
D – IN TRANSIT		
	\$100,000	\$10,000
E – MONEY ORDERS AND COUNTERFEIT MONEY		
	\$100,000	\$10,000
F – COMPUTER CRIME		
Computer Fraud	\$1,000,000	\$10,000
Computer Program and Electronic Data Restoration Expense	\$100,000	\$10,000
G – FUNDS TRANSFER FRAUD		
	\$1,000,000	\$10,000
H – PERSONAL ACCOUNTS PROTECTION:		
Personal Accounts Forgery or Alteration	\$100,000	\$500
Identity Fraud Expense Reimbursement	\$25,000	\$-0-
I – Claim Expense		
	\$5,000	\$-0-

MAJOR POLICY COVERAGE EXTENSIONS:

- Removal of Short-Rate Cancellation Endorsement
- Government Entity Crime – Specified Limit for Faithful Performance of Duty Endorsement
- Social Engineering Fraud
 - \$100,000 Limit / \$10,000 Deductible

TOTAL PREMIUM: \$9,850

CYBER POLICY OUTLINE

COMPANY: Illinois National Insurance Company (Admitted / Incumbent)

LIMIT OF LIABILITY:		\$1,000,000			
COVERAGE SUMMARY					
COVERAGE SECTION		SUBLIMIT OF LIABILITY	RETENTION	RETROACTIVE DATE	CONTINUITY DATE
SPL	Specialty Professional Liability Insurance	\$1,000,000	\$10,000	12/31/2015	08/01/2017
MC	Media Content Insurance	\$1,000,000	\$10,000	12/31/2015	08/01/2017
S&P	Security and Privacy Liability Insurance	\$1,000,000	\$10,000	Full Prior Acts	08/01/2017
	Regulatory Action Sublimit of Liability	\$1,000,000			
NI	Network Interruption Insurance	\$1,000,000	\$10,000	Not Applicable	Not Applicable
	Waiting Hours Period	12 hours			
EM	Event Management Insurance	\$1,000,000	\$10,000	Not Applicable	Not Applicable
CE	Cyber Extortion Insurance	\$1,000,000	\$10,000	Not Applicable	Not Applicable

TOTAL PREMIUM: \$13,965

PUBLIC OFFICIALS LIABILITY/EMPLOYMENT PRACTICES LIABILITY POLICY OUTLINE

INSURED:	Cleveland Public Library
CARRIER:	Illinois National Insurance Company (AIG) (Admitted / Incumbent)
COVERAGE: FORM:	Public Officials Liability / Employment Practices Liability including Third-Party Claims-Made Basis
RETRO-DATE:	Full Prior Acts
LIMITS OF LIABILITY:	\$2,000,000 Each Claim / \$2,000,000 Policy Aggregate / Shared Limits
DEDUCTIBLES:	Public Officials - \$50,000 Each Claim Including Defense Costs Employment Practices - \$100,000 Each Claim Including Defense Costs
DEFENSE COSTS:	Outside the Limits of Liability

POLICY FORMS & ENDORSEMENTS:

- ◆ PUNITIVE DAMAGES AMENDATORY ENDORSEMENT OHIO
- ◆ EXCLUSION (T) AMENDATORY ENDORSEMENT
- ◆ NOTICE OF CLAIM (REPORTING BY E-MAIL)
- ◆ FUNGUS AND MOLD EXCLUSION ENDORSEMENT
- ◆ OHIO CANCELLATION/NONRENEWAL ENDORSEMENT
- ◆ INTELLECTUAL PROPERTY EXCLUSION ENDORSEMENT
- ◆ ADDITIONAL COVERAGE FOR EMPLOYMENT PRACTICE VIOLATIONS ENDORSEMENT
- ◆ DOMESTIC PARTNER EXTENSION ENDORSEMENT
- ◆ DEFENSE PROVISIONS AMENDATORY ENDORSEMENT
- ◆ THIRD PARTY EMPLOYMENT PRACTICES VIOLATIONS ENDORSEMENT
- ◆ NOTICE/CLAIM REPORTING PROVISION AMENDATORY
- ◆ PUNITIVE DAMAGES COVERAGE ENDORSEMENT
- ◆ EEOC HEARING COVERAGE ENHANCEMENT ENDORSEMENT
- ◆ CANCELLATION CLAUSE AMENDED ENDORSEMENT
- ◆ STATE AMENDATORY INCONSISTENT ENDORSEMENT
- ◆ PENDING AND PRIOR LITIGATION EXCLUSION (EXCESS LIMITS) ENDORSEMENT

TOTAL POLICY PREMIUM: \$44,301

ANNUAL PREMIUM SUMMARY

Coverage Effective Date: August 1, 2018-19

COVERAGE	CARRIER	2017-18 EXPIRING	2018-19 RENEWAL
Property	Affiliated	\$209,200	\$217,300
General Liability Employee Benefits Liability Ohio Employer's Liability	Philadelphia Liberty	\$54,674*	\$39,052
Abuse/Molestation	Philadelphia Liberty	Included Above	\$1,041
Law Enforcement	Philadelphia Liberty	Included Above	\$5,002
Commercial Auto	Philadelphia Liberty	\$34,866*	\$39,274
\$10M Excess Liability	Philadelphia Liberty	\$30,251	\$18,343
\$15M xs \$10M Excess Liability	Liberty Mutual Travelers	\$15,150	\$15,150
Crime	Travelers	\$9,850	\$9,850
Cyber	AIG	\$14,324	13,965
Public Officials/Employment Practices	AIG	\$44,299*	\$44,301
Total Premium		\$412,614	\$403,278

*Annualized Premium

OPTIONS:

1. Increase Public Officials/Employment Practices Coverage to \$3M for an additional \$11,597. If elected the deductible for Employee Practices would be increased from \$100K to \$125K and the Public Officials would remain at \$50K

SUBJECTIVITIES:

1. Written request to Bind (Received July 31)
2. Completed Microsoft Cloud Application for Cyber (Received July 31)
3. Copy of Fleet Management/Safety Program
4. Liberty Mutual Supplemental Application

OPTIONAL COVERAGES

The following list outlines coverages that are available to you but are not currently in your insurance program. We feel that it is important that we bring these optional coverages to your attention and would be happy to discuss them in further detail as well as provide you with a quotation. Please review the brief description of these items and advise if you are interested in obtaining additional information and/or a quote. We will forward the appropriate application(s) to you for completion. Upon receipt of your completed application we will provide you with a quote.

Active Shooter/Workplace Violence Insurance: covers liability and extra expenses tied to violent attacks and/or threats, providing victim death benefits as well as needed medical / rehabilitation / psychiatric / funeral expense coverages. The program considers all classes of business, including but not limited to government agencies, education, religious institutions, hospitality, entertainment, retail, and public entities. The program covers a wide range of attack-types, such as knife, vehicular attacks, explosives, acid attacks rather than solely committed with a firearm.

- Legal liability coverage with indemnity to address lawsuits that may result from a covered event.
- Victim coverages related to:
 - Psychiatric care
 - Medical or dental care
 - Rehabilitation expenses
 - Death Benefit / Disability Coverages
 - Funeral / Burial Expenses
- Business Expenses related to:
 - Business income/interruption and extra expenses
 - Public relations counsel
 - Crisis Consultant expenses
 - Employee counseling
 - Additional / Temporary security measures

Fiduciary Liability Insurance: Helps to protect the personal assets of company fiduciaries, as well as the financial assets of the company and employee benefit plans against lawsuits.



August 1, 2018

Will Reed, OLBPD Manager
Cleveland Public Library

Dear Mr. Reed:

A grant of \$4,999 from Library Services and Technology Act (LSTA) FY 2017 carryover funds has been approved for Cleveland Public Library (CPL) for the period of August 1, 2018 – September 30, 2018. This grant is to help with costs associated with the purchase of local duplication media and supplies.

The terms of the agreement are as follows:

1. A payment in the amount of \$4,999 will be made to CPL upon receipt and process of this signed Letter of Agreement. Prompt payment is contingent upon your institution being a valid supplier in the State's accounting system. If you have an existing account, please verify all information is up to date, ensuring your preferred method of payment (check or EFT), via the [Shared Services](#) website.
2. CPL will file a final narrative report by October 31, 2018 providing specific data on each activity funded in whole or in part with LSTA funds. You may wish to review the LSTA [Final Narrative Report](#) now to see required reporting data such as duration of sessions, frequency of sessions, items purchased, etc. Additionally, per IMLS Guidelines, upon completion of any instructional activity, participants are required to complete [this](#) survey and you will be required to submit compiled results with your final report. Should funds be used to send RLS staff to an event, your final report should indicate how attendance at the event will be used to assist or benefit Ohio libraries.

All continuing education events funded in whole or in part with LSTA funds must acknowledge IMLS on website registration and promotional materials using the publicity guidelines found [here](#).

3. CPL will file a final financial report for the period ending September 30, 2018 indicating that all funds LSTA funds were encumbered and no later than October 31, 2018 indicating LSTA grant funds were expended.

Please note: You will receive payment based on your most recent supplier update. If you are expecting your payment via EFT and your financial information has changed or needs to be updated, please contact [Shared Services](#) via their website. If you are not a current supplier with the State's accounting system, please fill out the attached form.

If you agree to the terms outlined above, please sign this Letter of Agreement in the space provided below and return the original signed copy to LSTA Coordinator, Cindy Boyden via cboyden@library.ohio.gov. We urge you to keep a copy of the signed Letter of Agreement for your records.

Sincerely,

Beverly L. Cain
State Librarian
(Signed) _____

(Date) _____

Project # VIII-87-18



August 1, 2018

Will Reed, OLBPD Manager
Cleveland Public Library

Dear Mr. Reed:

A grant of \$4,999 from Library Services and Technology Act (LSTA) FY 2017 carryover funds has been approved for Cleveland Public Library (CPL) for the period of August 1, 2018 – September 30, 2018. This grant is to help with costs associated with the purchase of local duplication media and supplies.

The terms of the agreement are as follows:

1. A payment in the amount of \$4,999 will be made to CPL upon receipt and process of this signed Letter of Agreement. Prompt payment is contingent upon your institution being a valid supplier in the State's accounting system. If you have an existing account, please verify all information is up to date, ensuring your preferred method of payment (check or EFT), via the [Shared Services](#) website.
2. CPL will file a final narrative report by October 31, 2018 providing specific data on each activity funded in whole or in part with LSTA funds. You may wish to review the LSTA [Final Narrative Report](#) now to see required reporting data such as duration of sessions, frequency of sessions, items purchased, etc. Additionally, per IMLS Guidelines, upon completion of any instructional activity, participants are required to complete [this](#) survey and you will be required to submit compiled results with your final report. Should funds be used to send RLS staff to an event, your final report should indicate how attendance at the event will be used to assist or benefit Ohio libraries.

All continuing education events funded in whole or in part with LSTA funds must acknowledge IMLS on website registration and promotional materials using the publicity guidelines found [here](#).

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Please note: You will receive payment based on your most recent supplier update. If you are expecting your payment via EFT and your financial information has changed or needs to be updated, please contact [Shared Services](#) via their website. If you are not a current supplier with the State's accounting system, please fill out the attached form.

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Sincerely,

Beverly L. Cain
State Librarian
(Signed) _____

(Date) _____

Project # VIII-86-18



August 1, 2018

Will Reed, OLBPD Manager
Cleveland Public Library

Dear Mr. Reed:

A grant of \$4,781.50 from Library Services and Technology Act (LSTA) FY 2017 carryover funds has been approved for Cleveland Public Library (CPL) for the period of August 1, 2018 – September 30, 2018. This grant is to help with costs associated with the purchase of a Braille Embosser and supplies.

The terms of the agreement are as follows:

1. A payment in the amount of \$4,781.50 will be made to CPL upon receipt and process of this signed Letter of Agreement. Prompt payment is contingent upon your institution being a valid supplier in the State's accounting system. If you have an existing account, please verify all information is up to date, ensuring your preferred method of payment (check or EFT), via the [Shared Services](#) website.
2. CPL will file a final narrative report by October 31, 2018 providing specific data on each activity funded in whole or in part with LSTA funds. You may wish to review the LSTA [Final Narrative Report](#) now to see required reporting data such as duration of sessions, frequency of sessions, items purchased, etc. Additionally, per IMLS Guidelines, upon completion of any instructional activity, participants are required to complete [this](#) survey and you will be required to submit compiled results with your final report. Should funds be used to send RLS staff to an event, your final report should indicate how attendance at the event will be used to assist or benefit Ohio libraries.

All continuing education events funded in whole or in part with LSTA funds must acknowledge IMLS on website registration and promotional materials using the publicity guidelines found [here](#).

3. CPL will file a final financial report for the period ending September 30, 2018 indicating that all funds LSTA funds were encumbered and no later than October 31, 2018 indicating LSTA grant funds were expended.

Please note: You will receive payment based on your most recent supplier update. If you are expecting your payment via EFT and your financial information has changed or needs to be updated, please contact [Shared Services](#) via their website. If you are not a current supplier with the State's accounting system, please fill out the attached form.

If you agree to the terms outlined above, please sign this Letter of Agreement in the space provided below and return the original signed copy to LSTA Coordinator, Cindy Boyden via cboyden@library.ohio.gov. We urge you to keep a copy of the signed Letter of Agreement for your records.

Sincerely,

Beverly L. Cain
State Librarian
(Signed) _____

(Date) _____

Project # VIII-85-18



August 1, 2018

Will Reed, OLBPD Manager
Cleveland Public Library

Dear Mr. Reed:

A grant of \$1029.50 from Library Services and Technology Act (LSTA) FY 2017 carryover funds has been approved for Cleveland Public Library (CPL) for the period of August 1, 2018 – September 30, 2018. This grant is to help with costs associated with the purchase of local duplication media and supplies.

The terms of the agreement are as follows:

1. A payment in the amount of \$1029.50 will be made to CPL upon receipt and process of this signed Letter of Agreement. Prompt payment is contingent upon your institution being a valid supplier in the State's accounting system. If you have an existing account, please verify all information is up to date, ensuring your preferred method of payment (check or EFT), via the [Shared Services](#) website.
 2. CPL will file a final narrative report by October 31, 2018 providing specific data on each activity funded in whole or in part with LSTA funds. You may wish to review the LSTA [Final Narrative Report](#) now to see required reporting data such as duration of sessions, frequency of sessions, items purchased, etc. Additionally, per IMLS Guidelines, upon completion of any instructional activity, participants are required to complete [this](#) survey and you will be required to submit compiled results with your final report. Should funds be used to send RLS staff to an event, your final report should indicate how attendance at the event will be used to assist or benefit Ohio libraries.
- All continuing education events funded in whole or in part with LSTA funds must acknowledge IMLS on website registration and promotional materials using the publicity guidelines found [here](#).
3. CPL will file a final financial report for the period ending September 30, 2018 indicating that all funds LSTA funds were encumbered and no later than October 31, 2018 indicating LSTA grant funds were expended.

Please note: You will receive payment based on your most recent supplier update. If you are expecting your payment via EFT and your financial information has changed or needs to be updated, please contact [Shared Services](#) via their website. If you are not a current supplier with the State's accounting system, please fill out the attached form.

If you agree to the terms outlined above, please sign this Letter of Agreement in the space provided below and return the original signed copy to LSTA Coordinator, Cindy Boyden via cboyden@library.ohio.gov. We urge you to keep a copy of the signed Letter of Agreement for your records.

Sincerely,

Beverly L. Cain
State Librarian
(Signed) _____

(Date) _____

Project # VIII-88-18



June 28, 2018

Mr. Felton Thomas
Executive Director
Cleveland Public Library
325 Superior Avenue, N.E.
Cleveland, OH 44114

Dear Mr. Thomas:

We are pleased to inform you that the Board of Directors of the Cleveland Foundation has authorized a grant to Cleveland Public Library. By accepting the grant funds, you agree to accept the grant as detailed below and understand and agree to the enclosed Terms and Conditions of Grant and approved budget.

Requests to modify this grant must be approved in advance by the Foundation (Grantee toolkit/Grant Modification Form). Any funds not expended for the purpose agreed to, must be returned to the Foundation.

GRANT ID:	285492
GRANT PURPOSE:	Library HotSpot Lending & Retail Refurbished Computers
ANTICIPATED OUTCOMES: <i>(You will be required to report on these anticipated outcomes when completing your grant report(s))</i>	<ul style="list-style-type: none"> - Establishment of a library internet hotspot lending program allowing patrons to checkout internet hotspots at all branches, including the main branch at the agreed upon amounts of approximately 20 per branch and 60 at main branch; as a part of this initiative. - Partner with PCs for People regarding with back office and technical support of HotSpot devices management and activation/ deactivation. - Partner and collaborate with local affordable housing agencies in digital inclusion advocacy and awareness activities. - Provide data analysis and reporting of the checkout and utilization amounts per branch location.
AMOUNT:	\$70,000.00
GRANT PERIOD:	07/01/2018 - 06/30/2019
PAYMENT/S (ON OR ABOUT):	07/31/2018 \$ 35,000.00 01/31/2019 \$ 35,000.00 <small>Funding Source: TCF Corporate Unrestricted Concentration (225726)</small>
REPORTING REQUIREMENT/S:	07/31/2019 Final Grant Report <small>Online reporting for this grant is accessible through your Grants Gateway Homepage</small>
PROGRAM OFFICER/DIRECTOR:	Leon Wilson

We wish you every success in the accomplishment of your goals.

Sincerely,

Ronald B. Richard
President and CEO

Enclosures

Organization Name: Cleveland Public Library

Grant ID#: 285492

Grant purpose: Library HotSpot Lending program

The approved allocations for this grant are detailed below.

PROJECT EXPENSES	Requested Amount	Foundation Award
Salaries and wages		
Consultants and professional services		
Travel		
Equipment	\$60,000	\$60,000
Office Supplies/Materials	\$5,000	\$5,000
Postage and mailing		
Indirect expenses ie: rent/occupancy, utilities, maintenance	\$5,000	\$5,000
Basic construction/renovation		
Other		
TOTAL	\$70,000	\$70,000



1422 EUCLID AVENUE, SUITE 1300 CLEVELAND, OHIO 44115-2001
 PHONE: (216) 861-3810 FAX: (216) 861-1729
 www.clevelandfoundation.org

TERMS AND CONDITIONS OF GRANT

1. ACCEPTANCE OF GRANT

The grant to your organization ("the Grantee") from the Cleveland Foundation ("the Foundation") is subject to the Terms and Conditions of Grant. Grantee confirms that it is organized in or under the laws of the United States, or any state of the United States and is recognized by the Internal Revenue Service as an organization described in Internal Revenue Code § 501(c)(3), or that it is otherwise exempt from taxation under I.R.C. § 501(c), or is a government entity, and that it will use the Grant funds solely for the specific charitable purposes identified in the Grant Agreement.

2. NONDISCRIMINATION

Grantee agrees that it will not unlawfully discriminate in its employment practices, volunteer opportunities, or the delivery of programs or services, on the basis of race, religion, gender, national origin, age, medical condition, handicap, veteran status, marital status, or sexual orientation.

3. EXPENDITURES OF GRANT FUNDS

This grant is for the explicit purpose(s) stated in the award notification. Grant funds may be spent only in accordance with the Terms and Conditions of Grant and Grantee's funding request and budget (if applicable) as approved by the Foundation. Any modifications require compliance with paragraph 6 (below). No funds provided by the Foundation may be used by Grantee to participate in or intervene in any political campaign. No portion of the grant funds may be used for purposes not clearly identified as charitable under the law. Without limiting the generality of the foregoing prohibitions, no portion of the grant funds may be used directly or indirectly to support or promote terrorism or violent acts. Expenses charged against this grant may not be incurred prior to the date on which the grant period begins or subsequent to its termination date.

4. RELEASE OF GRANT FUNDS

Grant funds will be disbursed to Grantee according to the payment schedule in the award notification and the satisfactory compliance with special conditions, if any, as described. The special conditions may make the release of funds conditional upon certain requirements. In such cases, Grantee must submit adequate evidence of compliance with the conditions before the funds are released. If Grantee has any questions about the special conditions, Grantee should contact the program officer responsible for the grant.

5. RECORDKEEPING; REPORTS TO THE FOUNDATION

Grantee shall maintain adequate supporting records consistent with generally accepted accounting practices for a period of seven (7) years following the end of the year during which the grant funds are exhausted. Staff may examine Grantee's financial record keeping and accounting procedures at any time. In compliance with the schedule set forth in the award notification, Grantee will furnish periodic narrative reviews of programmatic activity and financial detail of how grant funds have been expended. Staff may contact Grantee to arrange site visits to review current grant activities. Final reports should include a review of performance and activities over the entire grant period and include a financial reporting of expenditures. Such reports shall supply sufficient information as necessary for the Foundation (i) to determine that the grant is being used for the purposes described in the grant purpose and in a manner consistent with the Terms and Conditions of Grant and Grantee's funding request and budget (if applicable) as approved by the Foundation and (ii) to allow the Foundation to fulfill its own public reporting responsibilities.

6. MODIFICATION TO GRANT

The grant purpose identified in the award notification may be modified only with prior written approval. Grant funds may only be used as outlined in the approved budget (if applicable). Changes in expenditures must receive prior written approval. Grantee is responsible for reporting any other changes in the program/project as described in the funding request, including without limitation, changes in grant period, staff, funding from other sources, relationships with other agencies, etc. Requests for modifications or changes must be submitted to Grants Management via the Grant Modification form (*available under the Grantee Toolkit section of the Foundation's website*). The Foundation will notify Grantee upon review of the requested modification or change.

7. REVERSION OF GRANT FUNDS; TERMINATION OF GRANT

Grantee will immediately return any unexpended funds at the close of the grant period. The Foundation reserves the right to terminate the grant and/or seek return or repayment of the grant funds if any of the following apply: (i) Grantee loses its exemption from Federal income taxation under Section 501(c)(3) of the Internal Revenue Code or ceases to be an entity organized in or under the laws of the United States, or any state of the United States; (ii) Grantee is listed by the U.S. Government or an agency thereof as an organization considered to be associated with terrorism or violent acts; (iii) the bankruptcy or insolvency of Grantee; (iv) Grantee's failure to comply with the Terms and Conditions of Grant or special conditions, if any, of the grant purpose; or (v) Grantee has made any misrepresentations, has in any way misappropriated grant funds, or has failed to perform the program, project, or other activity funded by the grant, in each case as determined by the Foundation in its sole discretion.

8. PUBLIC ACKNOWLEDGMENT

As the community trust of the Greater Cleveland area, the Cleveland Foundation is accountable to the community for its grantmaking and depends upon continued donations to make future grantmaking possible. Grantees' cooperation is essential to help publicize grant results and raise funds for future grantmaking.

Accordingly, Grantee agrees to credit the Foundation in any press releases, presentations, media coverage, or announcements resulting from the use of the grant funds. Public statements about the Foundation or its grantmaking should be cleared in advance by the appropriate Foundation program officer. Grantee agrees to notify staff members of any upcoming publicity or media coverage related to the grant.

Grantee also agrees to cooperate with the Foundation's efforts to highlight the programs it funds in the Foundation's own publications and publicity materials. This may include: setting up interviews or photo sessions with Grantee organization's staff, board, or clients; providing the Foundation with available photographs, slides, or graphics, with signed releases where required; or providing access to background material related to the funded project.

9. COPYRIGHTS AND PATENTS

Reports, materials, books, and articles resulting from this grant may be copyrighted by the organization receiving the grant or by the author, in accordance with the policies of the Grantee organization, toward the goal of obtaining the widest dissemination of such reports, materials, books, and articles. Grantee shall grant or cause the author to grant to the Foundation a perpetual, royalty-free license to use such publications. Grant funds shall not be used for activities which may lead to the award of a patent unless Grantee has first entered into a written agreement with the Foundation which specifies the name in which any patent awarded will be taken and avoids the possibility that grant funds will be used for private benefit in the Foundation's sole determination. No application shall be filed for a patent arising out of grant-funded activities without prior written consent, which consent will be conditioned as necessary to avoid private benefit from the use of grant funds. The Foundation agrees to attribute properly authorship in the use, reproduction or publication of any information developed under this grant award, and further agrees to include the copyright notice specified by Grantee in any of its publications, or any copyrighted materials.

10. LIMIT OF COMMITMENT

This grant award is made with the understanding that the Foundation has no obligation to provide other or additional support for this project; nor does this award represent any commitment to, or expectation of, future support from the Foundation for this or any other project of Grantee.

11. ASSIGNMENT

This grant may not be assigned by Grantee without the prior written consent of the Foundation.

CLEVELAND PUBLIC LIBRARY

FINES AND FEES SCHEDULE: PART A

OVERDUE FINES

ADULT MATERIALS	
Circulating Items	\$0.10 per day/item
Reference Item	\$1.00 per day/item
Interlibrary Loan Material	\$3.00 per day/item

NO OVERDUE FINES are charged for:
 Children's materials
 Young Adult materials
 Materials at University/College Libraries

NO OVERDUE FINES are charged to the following patrons:
 CPL-GB (age 60 and over)
 CPL-DISABLD
 CPL-HOMBD

OVERDUE FINE LIMIT	\$3.00/item
BILL THRESHOLD	\$25.00

MATERIAL RECOVERY REFERRAL

Fee for account referral to collection agency	\$15.00
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REPLACEMENT PRICES

Borrower pays list price for material as shown online. If database shows no list price, patron is charged as follows:

Hardcover Book	\$26.00
Adult Paperback Book	\$16.00
Children's Paperback Book	\$5.00
Audiobook	\$50.00
Blu-Ray	\$25.00
Comic Book	\$3.50
Compact Disc	\$14.00
DVD	\$15.00
DVD Set	\$60.00
Interlibrary Loan Material	Value of item
Magazine	\$6.00
Pamphlet	\$2.00
Reference Material	Value of item
Self-Playing Device	\$80.00
Wi-fi Hotspot Device	\$75.00
Misc. uncataloged material	\$5.00/item

LOST OR STOLEN LIBRARY CARD	\$1.00
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DAMAGE FINES

Major	Replacement price
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INTERLIBRARY LOAN

LOAN FEES CHARGED TO LIBRARIES

Ohio Libraries	No charge
Out-of-State Libraries	\$10.00 per item
Foreign Libraries	\$20.00 per item

DUPLICATION FEES

Scans (1-30 images)	minimum \$15.00/item
Paper (1-30 images)	minimum \$30.00/item

Additional fees may be charged. See Fines and Fees Schedule; Part B for list of fees for scans and printouts made by staff.

FEES CHARGED TO INDIVIDUAL BORROWERS

Borrowing	No charge
LOST ITEMS	
Replacement price	Value of item

SELF-SERVICE COPY/PRINTING

8½" x 11" and 8½" x 14" B&W	\$0.10 per page
11" x 17" B&W	\$0.20 per page
8½" x 11" and 8½" x 14" Color	\$0.25 per page
11" x 17" Color	\$0.50 per page

Copies from Microform Reader/Printer:

8½" x 11" and 11" x 17" B&W	\$0.10 per page
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Use of one's own paper Charge based on paper size

FAXING

Self-service faxing from multifunction device	\$0.10 per page
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SCANNING

Self-service scanning on MFD sent to email address ..	\$0.10 per page
Self-service scanning on KIC Scanner in CDPL	No charge
Self-service scanning to one's own device	No charge

PHOTOGRAPHING/TAPING/FILMING ON LIBRARY PROPERTY

Wedding photography	\$100.00
Commercial filming	Charge quoted upon request

MISCELLANEOUS

Tote Bags (non-complimentary)	\$0.10 per bag
Earbuds	\$1.00/pair
Flash drive	\$7.00/each

SALES TAX

Ohio sales tax is included in fees charged for self-service copying, printing, scanning, and faxing from library multifunction devices, and for miscellaneous items such as passport photos.