

**STOW-MUNROE FALLS PUBLIC LIBRARY
BOARD OF TRUSTEES
REGULAR BOARD MEETING
Monday May 20, 2024**

CALL TO ORDER

The meeting was called to order at 6:30 pm by President Shubert.

PRESENT

Tom Shubert, President; Craig Mancuso, Vice President; David Renninger, Secretary; Richard Bedell, Emily Hegner, Angela Daniel

ABSENT

Carla Wyckoff

OTHERS PRESENT

Gale Koritansky, Director; Jennifer Hale, Fiscal Officer; Katie Allen, HR Specialist

PUBLIC

No public comment.

MINUTES

MOTION NO. 240520-1 APPROVE APRIL 15, 2024 MINUTES

Bedell moved, Mancuso seconded:

RESOLVED: That the Board Minutes of April 15, 2024, regular meeting be accepted and approved.

The roll being called on its adoption, the vote resulted as follows:

AYES: Daniel, Hegner, Renninger, Mancuso, Bedell, Shubert

NAYS:

Motion carried.

FINANCE

MOTION NO. 240520-2 APPROVE APRIL TREASURER’S REPORT

Renninger moved, Mancuso seconded:

RESOLVED: That the Board of Trustees approves the Treasurer’s Report for April 2024.

MTD Bank Report for Year 2024 Month 04 - STOW MUNROE FALLS PUB LIB

Bank	Description	Beg Mo Bal	Deposits	Withdrawals	Trans In	Trans Out	Balance
0001	MAIN CHECKING ACCOUNT	354,085.87	89,784.82	482,296.50	500,000.00	0.00	461,574.19
0002	PAYROLL CHECKING ACCOUNT	0.00	0.00	0.00	0.00	0.00	0.00
0004	BUILDING PROJECT CHECKING ACCT	0.00	0.00	0.00	0.00	0.00	0.00
0009	IMPREST FUNDS	300.00	0.00	0.00	0.00	0.00	300.00
0020	CERTIFICATES OF DEPOSIT	0.00	0.00	0.00	0.00	0.00	0.00
0021	STAR OHIO - INVESTMENTS	2,539,229.02	10,191.97	0.00	0.00	500,000.00	2,049,420.99
0024	STAR OHIO BLDG - INVESTMENTS	87,301.31	391.56	0.00	0.00	0.00	87,692.87
0029	STAR PLUS OHIO - INVESTMENTS	0.00	0.00	0.00	0.00	0.00	0.00
0030	US BANK - REDTREE INVESTMENTS	702,783.25	1,632.11	0.00	0.00	0.00	704,415.36
0206	US BANK - FROEBE ENDOWMENT	515,650.86	1,197.52	0.00	0.00	0.00	516,848.38
10 Banks		4,199,350.31	103,197.98	482,296.50	500,000.00	500,000.00	3,820,251.79

Ms. Hale also shared with the Board a report from our Development Officer Emily Troyer (see attached) outlining the various donations and grants we have received or are applying for. In the future this report will be included in the Finance packet.

The roll being called on its adoption, the vote resulted as follows:

AYES: Bedell, Daniel, Hegner, Mancuso, Renninger, Shubert
NAYS:

Motion carried.

MOTION NO. 240520-3 APPROVE APPROPRIATION TRANSACTION

Mancuso moved, Hegner seconded:

RESOLVED: That the Board of Trustees authorizes the Fiscal Officer to appropriate:

\$49,187 from the General Fund to 101.0.53310 Building/Grounds Repair for change orders for the Parking Lot Expansion and Improvements Project (see attached).

The roll being called on its adoption, the vote resulted as follows:

AYES: Bedell, Daniel, Renninger, Hegner, Mancuso, Shubert
NAYS:

Motion carried.

PROGRAM

DIRECTOR'S REPORT

MOTION NO. 240520-4 ACCEPT THE DIRECTOR'S REPORT

Renninger moved, Mancuso seconded:

RESOLVED: That the Board of Trustees accepts the written Director's report for the month of April 2024.

Ms. Koritansky shared MOU documents that she is going to have the Library Foundation and Friends groups sign (see attached). Ms. Koritansky also shared that we have redesigned the Summer Reading programs to make them more uniform across all age groups and reading is an option every day.

The roll being called on its adoption, the vote resulted as follows:

AYES: Bedell, Daniel, Hegner, Mancuso, Renninger, Shubert
NAYS:
Motion carried.

DISCUSSION ITEMS

There were no discussion items.

BOARD COMMITTEES

BUILDING & GROUNDS

Ms. Hegner stated the Parking Lot Project has some additional change orders and the Circulation project is moving along.

FINANCE

Mr. Bedell stated the Finance Committee met at 6pm and reviewed the reports and the meeting adjourned at 6:18pm.

HUMAN RESOURCES

Mr. Mancuso stated nothing to report.

LEGISLATION/RULES

Mrs. Daniel stated the Legislation/Rules Committee recommends the following:

MOTION NO. 240520-5 AMEND BOARD POLICY: CONCEALED CARRY

RESOLVED: That the Board of Trustees amends the Board Policy: Concealed Carry to read as follows:

Where as the Stow-Munroe Falls Public Library is a community gathering place for life long learning, and

Where as the Stow-Munroe Falls Public Library has children and adults of all ages in their buildings at all times, and

Where as the Ohio General Assembly has enacted legislation that includes an exemption for public libraries as a permissible location for concealed weapons,

Therefore, be it resolved, that the Board of Trustees of the Stow-Munroe Falls Public Library, does not permit weapons of any kind, either concealed or in plain view ~~on its property or~~ in its buildings, unless the owner of the weapon is a law enforcement officer, and

Be it further resolved, that the Board of Trustees of the Stow-Munroe Falls Public Library will post the necessary notification of its status as exempt from Ohio's Concealed Carry Legislation, as required by the Ohio Revised Code.

Ohio public libraries are exempt from the state's "Concealed Carry" law as a political subdivision of the Ohio Revised Code, Section 2923.126:

Any building that is a government facility of this state or a political subdivision of this state and that is not a building that is used primarily as a shelter, restroom, parking facility for motor vehicles, or rest facility and is not a courthouse or other building or structure in which a courtroom is located.

As stated in the Ohio Revised Code, Sec. 2923.1210, a person who has been issued a valid concealed handgun permit may transport or store a firearm or ammunition in his or her vehicle on Library property when both of the following conditions are met:

(A) A business entity, property owner, or public or private employer may not establish, maintain, or enforce a policy or rule that prohibits or has the effect of prohibiting a person who has been issued a valid concealed handgun license from transporting or storing a firearm or ammunition when both of the following conditions are met:

(1) Each firearm and all of the ammunition remains inside the person's privately-owned motor vehicle while the person is physically present inside the motor vehicle, or each firearm and all

of the ammunition is locked within the trunk, glove box, or other enclosed compartment or container within or on the person's privately owned motor vehicle;

(2) The vehicle is in a location where it is otherwise permitted to be.

(B) No business entity, property owner, or public or private employer shall be held liable in any civil action for damages, injuries, or death resulting from or arising out of another person's actions involving a firearm or ammunition transported or stored pursuant to division (A) of this section including the theft of a firearm from an employee's or invitee's automobile, unless the business entity, property owner, or public or private employer intentionally solicited or procured the other person's injurious actions.

The roll being called on its adoption, the vote resulted as follows:

AYES: Bedell, Daniel, Hegner, Mancuso, Renninger, Shubert

NAYS:

Motion carried.

MOTION NO. 240520-6 AMEND BOARD POLICY: CREDIT CARD POLICY

RESOLVED: That the Board of Trustees amends the Board Policy: Credit Card Policy to read as follows:

The Board of Trustees shall permit the Fiscal Officer and the Deputy Fiscal Officer to use credit cards

1. This policy applies to all (i) payment cards, checks or other payment instruments associated with a credit account issued by a financial institution or a retailer, and (ii) payment cards related to the receipt of grant funds. All such cards and instruments are referred to herein as "credit cards".
2. This policy does not apply to procurement cards (P-cards), or to gas cards or other payment cards that are capable of use only for the purchase of certain limited types of goods.
3. The library will not obtain or maintain any debit cards.
4. ~~A~~Credit cards will be established in the name of the Stow-Munroe Falls Public Library with a maximum credit limit not to exceed \$10,500 for ~~the~~ Fiscal Officer and ~~\$10,500 for the~~ Deputy Fiscal Officer ~~will be authorized users.~~
5. The Fiscal Officer will work with the appropriate financial institutions that issue credit cards to determine the best type of credit card accounts for the Library, and also to determine which store credit card accounts the Library will utilize.

- a. The Fiscal Officer is responsible for working with the issuing financial institution to determine the dates when credit cards expire and the re-issuance of replacement cards.
 - b. The Fiscal Officer is responsible for determining, when necessary, the need to cancel a credit card account and any adjustment to credit limits on the credit cards.
 - c. The Fiscal Officer is responsible for notifying the issuing financial institution of a lost or stolen card. Library personnel using a credit card must notify the Fiscal Officer when they become aware that a card is lost or stolen.
6. Credit cards will be kept in the office of the Fiscal Officer and may be signed out to authorized Library personnel from time to time as necessary. The credit card should be promptly returned to the office of the Fiscal Officer once the purchases for which it was checked out have been made.
7. Credit cards may be signed out only to Library personnel.
8. A credit card may not be used by anyone other than the individual to whom it is signed out.
9. Prior to initial receipt of a credit card, each individual must agree to and sign the Credit Card Responsibility and Use Procedures.
10. The Board authorizes the use of Library credit cards for use in connection with Board-approved or Library-related activities and for only those types of expenses that are for the benefit of the Library that serve a valid and proper public purpose shall be paid for by credit card. Credit cards will be used primarily for travel expenses to conferences and/or workshops and pre-payment of materials when required by a vendor. In any event, credit cards may be used only for expenditures that are within the applicable budget and departmental guidelines.
11. For each purchase made using a credit card, an itemized receipt indicating the amount paid, the vendor, and the goods/services purchased must be submitted to the Fiscal Officer promptly following the purchase.
12. Use of a credit card for personal expenditures, for expenditures in excess of the applicable credit limit, or otherwise in violation of this policy constitutes a misuse of the credit card. Any Library personnel engaging in misuse of a credit card will be responsible to reimburse the Library for any unauthorized expenditures and may be subject to disciplinary action up to and including termination of employment.
13. If a credit card is lost or stolen, or any Library personnel become aware of unauthorized or fraudulent use of any of the Library's credit card accounts, the same must be reported immediately to the Fiscal Officer.

14. All monthly credit card statements and other correspondence associated with the credit card accounts will be sent to the Stow-Munroe Falls Public Library. Payment of the monthly statements must be made in a timely fashion so that finance charges and late payment fees are not incurred.

15. On an annual basis, the Fiscal Officer will submit a report to the Library Board of Trustees regarding all credit card rewards received by the Library.

The roll being called on its adoption, the vote resulted as follows:

AYES: Bedell, Daniel, Hegner, Mancuso, Renninger, Shubert

NAYS:

Motion carried.

MOTION NO. 240520-7 ADOPT BOARD POLICY: PETITION AND SOLICITATION POLICY

RESOLVED: That the Board of Trustees adopts the Board Policy: Petition and Solicitation Policy to read as follows:

Stow-Munroe Falls Public Library (SMFPL) facilities are considered limited public forums under Ohio law and are therefore obligated to permit the public to exercise those rights that are consistent with the nature of a library and consistent with the government's purpose in establishing a library.

Accordingly, this policy sets forth conditions for signature petitions and solicitation on SMFPL's property to protect both the free exercise of individual rights and to maintain a safe and welcoming environment for all citizens who visit SMFPL facilities.

This policy is content neutral and applies to all petitioning regardless of the candidate, organization, issue, or cause. The presence of petitioners on SMFPL property in no way constitutes SMFPL's endorsement of a candidate, organization, issue, or cause. Petitioners must maintain at least 30ft from the building to not block the entrance.

Petitioners are **NOT permitted** to:

- Block patron access to the library
- Harass patrons in an effort to obtain signatures
- Intimate that SMFPL endorses or supports their cause
- Gather signatures inside the library
- The presence of petitioners on library property does not confer the library's approval endorsement, or support of the petitioner's cause.

Solicitation for selling items, merchandise, tickets, or other for-profit activities is not permitted on SMFPL property.

Nonprofit fundraising activities are not permitted in SMFPL facilities or on SMFPL property when the purpose is to benefit a group or organization other than SMFPL, the Stow-Munroe Falls Public Library Foundation or Friends of the Library groups affiliated with SMFPL.

Persons who fail to comply with this policy will be asked to leave SMFPL premises and may be barred from the right to petition at SMFPL in the future.

AYES: Bedell, Daniel, Hegner, Mancuso, Renninger, Shubert

NAYS:

Motion carried.

LONG RANGE PLANNING

Mr. Renninger stated nothing to report.

TECHNOLOGY

Mr. Shubert stated nothing to report.

RECORDS COMMISSION

Mr. Shubert stated nothing to report. Ms. Hale stated that she is working on updating our records retention RC-2 Form and hopes to have it ready for the board to approve in June.

NEW BUSINESS

MOTION NO. 240520-8 APPROVE CONSTRUCTION CHANGE ORDERS

Mancuso moved, Hegner seconded:

RESOLVED: That the Board of Trustees approves the Parking Lot Expansion & Improvements Project change orders as follows:

\$24,682.60 - Additional Conduit (see attached)

\$26,640.00 - Additional Concrete for sidewalks at front of building (see attached)

\$51,322.60 - Total

The roll being called on its adoption, the vote resulted as follows:

AYES: Bedell, Daniel, Renninger, Hegner, Mancuso, Shubert

NAYS:

Motion carried.

MOTION NO. 240520-9 APPROVE APPROPRIATION TRANSACTION

Mancuso moved; Hegner seconded:

RESOLVED: That the Board of Trustees authorizes the Fiscal Officer to appropriate:

\$51,322.60 from the General Fund to 101.0.53310 Building/Grounds Repair to cover cost of the additional change orders.

The roll being called on its adoption, the vote resulted as follows:

AYES: Bedell, Daniel, Renninger, Hegner, Mancuso, Shubert

NAYS:

Motion carried.

MOTION NO. 240520-10 ADJOURNMENT

Renninger moved, Bedell seconded to adjourn the meeting at 7:19 pm.

All were in favor.

Motion carried.

Secretary

Board President

Jennifer Hale
Fiscal Officer

April 2024 Development Snapshot

Foundation

Library Giving Day 2024 (April 3rd)- \$1,830.00

- 30 Donors including 2 new recurring monthly donors

Basket Auction- \$9,236.00

Friends

Summer Reading Campaign- \$400.00

Centennial Campaign- \$3,200.00

Miscellaneous- \$2,189.87

Library

Summer Reading Prizes- 30 Donors to the Library

Grants

Funder	Project	Amount	App Deadline	Status	Announcement Date
OH Humanities	Library Centennial	\$5,000	3/15/24	Submitted/Awaiting	May 2024
Doller General Literacy Foundation	Children's Bookmobile Collection	\$4,000	4/25/24	Submitted/Awaiting	8/22/24
National Book Foundation	Development Database Migration	\$5,000	5/10/24	Submitted/Awaiting	August 2024
State Library of Ohio	Local History Conservation	TBD	8/15/24	Writing Stage	October 2024

Change Order

PROJECT:
Stow Munroe Falls Public Library
3512 Darrow Road
Stow, Ohio 44224

CONTRACT INFORMATION:
Parking Lot Expansion & Improvements

CHANGE ORDER INFORMATION:
Change Order # 1
Date: May 1, 2024

OWNER:
Board of Trustees
Stow Munroe Falls Public Library

DESIGN FIRM:
Thorson Baker + Associates
3030 West Streetsboro Road
Richfield, Ohio 44286

CONTRACTOR:
Perrin Asphalt & Concrete
525 Dan Street
Akron, Ohio 44310

THE CONTRACT IS CHANGED AS FOLLOWS:

Undercutting and subgrade stabilization in accordance with CCD #1 dated April 2, 2024
CCD #1 approved by Board of Trustees not to exceed \$53,054

The Original Contract Sum was:	\$	<u>817,000.00</u>
The net change by previously authorized Change Orders:	\$	<u>-</u>
The Contract Sum prior to this Change Order was:	\$	<u>817,000.00</u>
The Contract Sum will be Increased(Decreased) by this Change Order in the amount of:	\$	<u>45,017.00</u>
The new Contract Sum including this Change Order will be:	\$	<u>862,017.00</u>

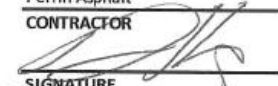
The Contract Time will be modified by 0 Calendar Days

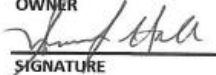
The new Substantial Completion Date: 15AUG24

NOT VALID UNTIL SIGNED BY THE CONTRACTOR AND OWNER

Jolyn Management Services
OWNER'S AGENT

SIGNATURE
Michael L. Deiwert, VP
PRINTED NAME AND TITLE
1-May-24
DATE

Perrin Asphalt
CONTRACTOR

SIGNATURE
Donald King, OPS Mgr
PRINTED NAME AND TITLE
5/1/2024
DATE

Board of Trustees, SMFPL
OWNER

SIGNATURE
Jennifer Hale, Fiscal Officer
PRINTED NAME AND TITLE
5/1/2024
DATE



ASPHALT • CONCRETE

525 DAN STREET AKRON OH 44310
330.253.1020 FAX: 330.253.1042

CHANGE ORDER REQUEST

Friday, April 26, 2024

Stow Munroe Falls Public Library
3512 Darrow Road
Stow, OH 44224

(330) 688-3295

PROJECT: Stow Munroe Falls Public Library
3512 Darrow Road Stow

SPECIFICATIONS:

Undercut unsuitable soils	339.5 cubic yards @ \$120.00 per cy	\$40,740.00	} CCO #1
Geogrid	1,222 square yards @ \$3.50 per sy	\$ 4,277.00	
Frost free footer and slab at rear entry		\$ 1,200.00	
Additional walk at rear entry and side ramp 148.5 square feet		\$ 2,970.00	

COST: \$49,187.00

Respectfully submitted,

Acceptance of Proposal,

Daniel J. King

PAYMENT TERMS: Full payment must be received within 10 days of completion or 2% of the contract price will be added monthly for service charges (or a minimum of \$50.00).

WARRANTY: All workmanship and materials are guaranteed for a period of one year from the date of completion. We will not guarantee any work from cracking due to the extreme temperature shifts and ground movement. All work to be completed in a workmanlike manner according to standard practices. Any alternation or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

ATTORNEYS FEES: In the event that Perrin Asphalt Company, Inc. elects to file an action in order to enforce the terms of this agreement or to collect sums due and owing to Perrin Asphalt Company, Inc., it shall be entitled to recover, in addition to its damages, all of its court costs and reasonable attorneys' fees and expenses incurred as a result of such action.

**SUBSIDIARY OF PK CRUSHING & MATERIALS
RECYCLING OF ASPHALT AND CONCRETE
330-252-2130**

Change Order

PROJECT:
Stow Munroe Falls Public Library
3512 Darrow Road
Stow, Ohio 44224

CONTRACT INFORMATION:
Parking Lot Expansion & Improvements

CHANGE ORDER INFORMATION:
Change Order # 2
Date: May 1, 2024

OWNER:
Board of Trustees
Stow Munroe Falls Public Library

DESIGN FIRM:
Thorson Baker + Associates
3030 West Streetsboro Road
Richfield, Ohio 44286

CONTRACTOR:
Perrin Asphalt & Concrete
525 Dan Street
Akron, Ohio 44310

THE CONTRACT IS CHANGED AS FOLLOWS:

Additional concrete Slab on Grade demolition and replacement:
South entry/exit - New frost free slab at door and additional concrete replacement
West side of building at Circulation door. Add a new ramp to accommodate deliveries

The Original Contract Sum was:	\$ <u>817,000.00</u>
The net change by previously authorized Change Orders:	\$ <u>45,017.00</u>
The Contract Sum prior to this Change Order was:	\$ <u>862,017.00</u>
The Contract Sum will be Increased(Decreased) by this Change Order in the amount of:	\$ <u>4,170.00</u>
The new Contract Sum including this Change Order will be:	\$ <u>866,187.00</u>

The Contract Time will be modified by 0 Calendar Days

The new Substantial Completion Date: 15 AUG 24

NOT VALID UNTIL SIGNED BY THE CONTRACTOR AND OWNER

Jolyn Management Services
OWNER'S AGENT

SIGNATURE
Michael L. Deiwert, VP
PRINTED NAME AND TITLE
1-May-24
DATE

Perrin Asphalt
CONTRACTOR

SIGNATURE
Derrick King, Owner
PRINTED NAME AND TITLE
5/1/2024
DATE

Board of Trustees, SMFPL
OWNER

SIGNATURE
Jennifer Hale, Fiscal Officer
PRINTED NAME AND TITLE
5/1/2024
DATE



ASPHALT • CONCRETE

525 DAN STREET AKRON OH 44310
330.253.1020 FAX: 330.253.1042

CHANGE ORDER REQUEST

Friday, April 26, 2024

Stow Munroe Falls Public Library
3512 Darrow Road
Stow, OH 44224

(330) 688-3295

PROJECT: Stow Munroe Falls Public Library
3512 Darrow Road Stow

SPECIFICATIONS:

Undercut unsuitable soils	339.5 cubic yards @ \$120.00 per cy	\$40,740.00
Geogrid	1,222 square yards @ \$3.50 per sy	\$ 4,277.00
Frost free footer and slab at rear entry		\$ 1,200.00
Additional walk at rear entry and side ramp 148.5 square feet		\$ 2,970.00

} \$4,170

COST: \$49,187.00

Respectfully submitted,

Acceptance of Proposal,

Daniel J. King

PAYMENT TERMS: Full payment must be received within 10 days of completion or 2% of the contract price will be added monthly for service charges (or a minimum of \$50.00).

WARRANTY: All workmanship and materials are guaranteed for a period of one year from the date of completion. We will not guarantee any work from cracking due to the extreme temperature shifts and ground movement. All work to be completed in a workmanlike manner according to standard practices. Any alternation or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

ATTORNEYS FEES: In the event that Perrin Asphalt Company, Inc. elects to file an action in order to enforce the terms of this agreement or to collect sums due and owing to Perrin Asphalt Company, Inc., it shall be entitled to recover, in addition to its damages, all of its court costs and reasonable attorneys' fees and expenses incurred as a result of such action.

**SUBSIDIARY OF PK CRUSHING & MATERIALS
RECYCLING OF ASPHALT AND CONCRETE
330-252-2130**

Memorandum of Understanding

Stow-Munroe Falls Public Library Foundation

The following will constitute an operating agreement between the Stow-Munroe Falls Library Foundation (Foundation) and the Stow-Munroe Falls Public Library (Library). It will stand until and unless it is modified by mutual agreement of the Foundation's executive board and the Library's administration. The Foundation's mission is to provide funds for significant projects that enhance the mission of the Library and to build an endowment that will carry on the legacy of the Library. As a non-profit, 501c3 organization, however, it is a legally distinct entity and is not a part of the Library.

The Library agrees to include the Foundation in the long-term planning process to ensure that the Foundation is aware of the goals and direction of the library.

The Library agrees to share with the Foundation the Library's strategic initiatives at the beginning of each fiscal year and discuss with the Foundation how their resources and support might help forward these initiatives.

The Library agrees to supply the Foundation with a "wishlist" each year that indicates the anticipated needs for Foundation support.

The Library agrees to provide the Foundation with staff support to assist them with meeting coordination, and Foundation promotional materials.

The Library agrees to provide public space for Foundation membership brochures and promotional materials.

The Library agrees to provide the Foundation with space in the Library for special events.

The Library agrees to promote the Foundation on the SMFPL's Facebook for fundraising and membership recruitment.

The Foundation agrees to publicly support the Library and its policies.

The Foundation agrees to include a member from the Library's administration as a non-voting presence at all Foundation meetings and to allow room on the agenda for Library items and fundraising recommendations.

The Foundation agrees that any and all monies raised will be spent exclusively for Library programs, services, and other Library defined needs, unless otherwise agreed to by both the Foundation and the Library. Parties agree that money received by the Foundation should supplement and not supplant public funding.

The Foundation agrees that the Library administration has the final say in accepting or declining all gifts made to the Library.

The Foundation agrees to engage in advocacy efforts on behalf of the Library under the guidance of the Library and the Library's Board of Trustees.

The Foundation agrees that if they cease to actively fundraise and promote the Library, they will disband allowing for a new Foundation group to be established in the future.

Foundation President: _____

Date: _____

Library Executive Director: _____

Date: _____

Memorandum of Understanding Friends of the Stow-Munroe Falls Public Library

The following will constitute an operating agreement between the Friends of the SMFPL (Friends) and the SMFPL (Library). It will stand until, and unless, it is modified by mutual agreement of the Friend's executive board and the Stow-Munroe Falls Public Library administration. Should either party not be compliant with the following agreement, the relationship between the Library and the Friends will be dissolved.

The Friend's mission shall be to maintain an association of persons interested in books, libraries, and literacy; to focus public attention on library functions and services; to facilitate donations of books and other materials; and to encourage donations and bequests to the Friends of the Stow-Munroe Falls Public Library endowment fund. As a non-profit, 501c3 organization, however, it is a legally distinct entity and is not a part of the Library.

1. **The Library** agrees to include the Friends in the long-term planning process to ensure that the Friends are aware of the goals and direction of the Library.
2. **The Library** agrees to share with the Friends the Library's strategic initiatives at the beginning of each fiscal year and discuss with the Friends how their resources and support might help forward these initiatives.
3. **The Library** agrees to supply the Friends with budget requests each quarter that indicate the anticipated needs for Friends support.
4. **The Library** agrees to provide the Friends with space to meet and will reserve necessary rooms.
5. **The Library** agrees to provide public space for Friends membership brochures and promotional materials.
6. **The Library** agrees to provide the Friends with space in the Library for book storage and sorting, book sales, and office needs.
7. **The Library** agrees to promote the Friends on the Library's social media for fundraising and membership recruitment, provided the needed information is submitted to the marketing department at least 6 weeks prior. No changes can be made within 6 weeks of the post date.
8. **The Friends** agree to support the Library, its policies, and maintain a professional/pleasant working relationship with all Library staff.
9. **The Friends** agree to include at least one member from the Library's administration as a non-voting presence at all Friends' meetings and to allow room on the agenda for Library items and fundraising recommendations.
10. **The Friends** agree to submit a quarterly fundraising report to be shared at the Library's Board of Trustees meeting. The report will be shared at the Board of Trustees meeting the month after the quarterly Friend's meeting and must be submitted to Library administration at least 1 week prior to the Trustees meeting.

Change Order

PROJECT:
Stow Munroe Falls Public Library
3512 Darrow Road
Stow, Ohio 44224

CONTRACT INFORMATION:
Parking Lot Expansion & Improvements

CHANGE ORDER INFORMATION:

Change Order # 3
Date: May 15, 2024

OWNER:
Board of Trustees
Stow Munroe Falls Public Library

DESIGN FIRM:
Thorson Baker + Associates
3030 West Streetsboro Road
Richfield, Ohio 44286

CONTRACTOR:
Perrin Asphalt & Concrete
525 Dan Street
Akron, Ohio 44310

THE CONTRACT IS CHANGED AS FOLLOWS:

UG Conduit additions and changes:
 upsize conduit from building to EV charging stations
 add conduit and wiring to feed new pavilion at SW corner of property
 add conduit to feed security cameras at three (3) new light poles in Phase 1
 revise location of conduit feed for flagpole
 deduct permit costs from project waived by City of Stow

The Original Contract Sum was:	\$	<u>817,000.00</u>
The net change by previously authorized Change Orders:	\$	<u>49,187.00</u>
The Contract Sum prior to this Change Order was:	\$	<u>866,187.00</u>
The Contract Sum will be Increased(Decreased) by this Change Order in the amount of:	\$	<u>24,682.60</u>
The new Contract Sum including this Change Order will be:	\$	<u>890,869.60</u>

The Contract Time will be modified by 0 Calendar Days

The new Substantial Completion Date: _____

NOT VALID UNTIL SIGNED BY THE CONTRACTOR AND OWNER

Jolyn Management Services
OWNER'S AGENT

Perrin Asphalt
CONTRACTOR

Board of Trustees, SMFPL
OWNER

SIGNATURE

SIGNATURE

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Michael L. Deiwert, VP
PRINTED NAME AND TITLE

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15-May-24
DATE

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Change Order

PROJECT:
Stow Munroe Falls Public Library
3512 Darrow Road
Stow, Ohio 44224

CONTRACT INFORMATION:
Parking Lot Expansion & Improvements

CHANGE ORDER INFORMATION:
Change Order # 4
Date: May 15, 2024

OWNER:
Board of Trustees
Stow Munroe Falls Public Library

DESIGN FIRM:
Thorson Baker + Associates
3030 West Streetsboro Road
Richfield, Ohio 44286

CONTRACTOR:
Perrin Asphalt & Concrete
525 Dan Street
Akron, Ohio 44310

THE CONTRACT IS CHANGED AS FOLLOWS:

Additional concrete removal and replacement at Owner's request:
replace all concrete sidewalks, entrance frost slab and integral curbs at main entrance to Library.
includes bike rack area and walk to city sidewalk at Darrow Road.

The Original Contract Sum was:	\$ <u>817,000.00</u>
The net change by previously authorized Change Orders:	\$ <u>73,869.60</u>
The Contract Sum prior to this Change Order was:	\$ <u>890,869.60</u>
The Contract Sum will be Increased(Decreased) by this Change Order in the amount of:	\$ <u>26,640.00</u>
The new Contract Sum including this Change Order will be:	\$ <u>917,509.60</u>

The Contract Time will be modified by 0 Calendar Days

The new Substantial Completion Date: _____

NOT VALID UNTIL SIGNED BY THE CONTRACTOR AND OWNER

Jolyn Management Services
OWNER'S AGENT

Perrin Asphalt
CONTRACTOR

Board of Trustees, SMFPL
OWNER

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