

# Board of Trustees of the Salem Township Public Library

**May 9, 2024**

The meeting was held at the Salem Township Public Library. Meeting called to order by Bobbie Grice at 2:07 p.m.

## **ATTENDING:**

Board members: Bobbie Grice and Teresa Paynter were present. Staff members: Craig Shufelt, Director, and Sharee' Dick, Fiscal Officer. Also present was Warren County Assistant Prosecuting Attorney, Kathryn Horvath.

Sherry Monroe was absent.

## **REOGNITION OF GUESTS AND PUBLIC PARTICIPATION ON AGENDA ITEMS:**

Residents: Christine Kalb and Judy Tobia

## **APPROVAL AND SIGNING OF THE MINUTES:**

Teresa Paynter made a motion to approve the minutes as submitted of the regular meeting held April 11, 2024, seconded by Bobbie Grice. Board approved.

## **REPORT OF THE INTERIM FISCAL OFFICER:**

The Fiscal Officer briefed the Board on the April reports. Appropriation Report, Fund Summary, Receipts and Payment report that includes payroll for the month. Also presented was the April Bank Reconciliation. Teresa Paynter made a motion to approve the Fiscal Officer's report, seconded by Bobbie Grice. Board approved.

The Board discussed authorizing the Fiscal Officer to transfer \$400,000 from the general operating account to the Building Money Market account. Teresa Paynter made motion for the transfer, seconded by Bobbie Grice. Board approved.

The Board discussed the Elevance stock holdings (176 shares) that were donated anonymously to the library in 2003. The Fiscal Officer advised she had requested the forms from the company so the Board could have the opportunity to consider selling the shares that are currently valued at approximately \$89,000. Teresa Paynter made motion to liquidate the stocks and put the proceeds into the Building Money Market account, seconded by Bobbie Grice. Board approved.

## **DIRECTORS REPORT:** (attached)

The Director advised he had been seeking quotes to repair the damaged window wall in his office. Teresa Paynter made motion to get the necessary wall repairs done as quickly as possible, seconded by Bobbie Grice. It was also agreed upon to paint the entire office and make any necessary carpet repairs. Bobbie Grice and the Director will speak with the Village of Morrow Council regarding the cost of the repairs coming out of the building monthly lease amount as reimbursement from the Village.

**EXECUTIVE SESSION:** Not required

**PUBLIC PARTICIPATION ON NON-AGENDA ITEMS:**

Christine Kalb and Judy Tobia talked about the consulting process that the Symmes Township branch of the Cincinnati and Hamilton County Public Library was using for their new building project. Bobbie Grice explained that Salem Township would be going through the same process, in fact the board would be considering approval of a contract with SHP later in the meeting.

**OLD BUSINESS:** None

**NEW BUSINESS:**

The Board discussed a Resolution approving contract with SHP for consulting services.

Resolution No. 24-03 Approving and Entering into Contract with SHP for Facilities Planning Consulting Services was read in title only by the Fiscal Officer.

Teresa Paynter made a motion to adopt Resolution No. 24-03, seconded by Bobbie Grice. All were in favor. Board approved.

There being no further business, Bobbie Grice made the motion to adjourn, seconded by Teresa Paynter. Meeting adjourned at 2:48 p.m.

**NEXT MEETING:**

To be held on Thursday, June 13, 2024 at 2:00 p.m. at the Salem Township Public Library.

  
\_\_\_\_\_  
Bobbie Grice, President

  
\_\_\_\_\_  
Teresa Paynter, Trustee

**SALEM TOWNSHIP PUBLIC LIBRARY  
BOARD OF LIBRARY TRUSTEES**

**RESOLUTION NO. 24-03**

**DATE: May 9, 2024**

**APPROVING AND ENTERING INTO CONTRACT WITH SHP FOR FACILITIES  
PLANNING CONSULTING SERVICES**

**WHEREAS**, pursuant to Resolution Number 24-03, dated May 9, 2024, this Board approved a Notice of Intent to Award Contract to SHP for Facilities Planning Consulting Services; and

**WHEREAS**, a contract has been successfully negotiated with the contractor; and

**NOW THEREFORE BE IT RESOLVED**, to enter into a contract with SHP, as attached hereto and made a part hereof, subject to final approval by the Warren County Prosecutor's Office; and

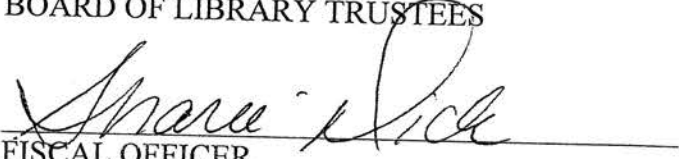
**BE IT FURTHER RESOLVED**, that the Library Director is authorized to execute said contract on behalf of the Board of Library Trustees.

The foregoing Resolution was moved for adoption by Teresa Paynter, being seconded by Bobbie Grice. Upon call of the roll, the following vote resulted:

Ms. Grice -  
Ms. Monroe -  
Ms. Paynter -

Resolution adopted this 9th day of May 2024.

SALEM TOWNSHIP PUBLIC LIBRARY  
BOARD OF LIBRARY TRUSTEES

  
\_\_\_\_\_  
FISCAL OFFICER



## AGREEMENT FOR LIMITED PROFESSIONAL SERVICES

### PARTIES TO AGREEMENT

Client: Salem Township Public Library  
Craig Shufelt, Library Director  
535 W. Pike Street  
Morrow, Ohio 45152

Consultant: SHP  
312 Plum Street  
Suite 700  
Cincinnati, OH 45202

### PROJECT INFORMATION

Project Name: **Salem Township Library – Planning Services**

Project Understanding: Community engagement, programming, and conceptual design for the creation of a new library building. The new library will have a total project budget of approximately \$5,000,000.

Scope of Services:

#### Basic Services

1. Review general conditions of the existing library facility to understand current utilization and needs.
2. Meet with library staff and Board of Library Trustees to identify project objectives.
3. Compile and analyze community demographics data that may be relevant identifying community needs.
4. Provide example precedent products to highlight current library design trends that may be applicable for Salem Township Public Library.
5. Conduct a community engagement process to collect data and information and communicate library master planning conclusions. Engagement process shall consist of three information gathering community meetings and one meeting to share the project Program of Requirements and Conceptual Plan detailed below. Additionally, surveys and online interactive forms can be developed and administered to gather additional information and feedback if desired.
6. Engage with library staff to generate a Program of Requirements that identifies space needs for the new library and reflects data gathered through the community engagement process.
7. Create a conceptual floor plan that reflects the spaces identified in the Program of Requirements and establishes the recommended square footage for the new facility.



- 8. Develop a conceptual site plan that identifies the size of site necessary to accommodate the recommended facility square footage, parking, site circulation, and any additional desired site features such as drive-thrus and book returns.
- 9. Develop a conceptual estimate for project implementation.
- 10. Create a final summary plan that includes the information necessary to move into the next phase of the project which will include identification of a site and the detailed design of the future library facility.

**Assumptions**

The following list of assumptions were made in the development of the Scope of Services and coordinating fee for the Project. It is the Client’s responsibility to ensure these assumptions are both accurate and comprehensive.

- 1. Advanced design & documentation beyond Conceptual Level work described in this agreement is a future phase and shall be by separate agreement, to be negotiated at an appropriate time between Salem Township Public Library and SHP.

**Additional Services**

Additional Services, which are outside of the scope of this Agreement, may be provided upon request of the Client or Consultant. Engagement in any Additional Services shall require the prior written authorization of the Client. Compensation for Additional Services shall be on the basis of the hourly billing rates set forth in ‘Professional Fees Service Schedule,’ detailed in the attached Terms and Conditions, unless a lump sum amount is mutually agreed upon and approved by the Client.

**SCHEDULE**

Planning Services commence: 6.3.2024  
 Planning Services completed: 8.30.2024

**FEE & BILLING INFORMATION**

Billing Format:  Lump Sum  Hourly, Estimated

Fee: Total Fee for Limited Professional Services shall be **Fifty-Five thousand dollars (\$55,000)** plus Reimbursable Expenses.

Reimbursable Expenses: Consultant shall be entitled to seek reimbursement from Client for expenses incurred, and directly related to, the Project. Reimbursable Expenses shall be paid in addition to the above noted Fee.



**AUTHORIZATION**

Limited professional services will be performed in accordance with the attached Terms and Conditions. Authorization by the Client to proceed, whether written or via purchase order or payment, shall constitute acceptance of the incorporated Terms and Conditions of this Agreement, without modification, addition or deletion. The persons authorizing this Agreement, through their signatures below, represent that they are empowered and duly authorized to bind the party for whom they represent.

**Submitted By:**

Signature: Allison E McKenzie  
Name: Allison McKenzie  
Title: Vice President  
Date: 5.1.2024

**Client Authorization:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

*This offer shall remain open and valid for sixty (60) days, unless formally extended by the Consultant in writing.*



**AGREEMENT FOR LIMITED PROFESSIONAL SERVICES  
TERMS AND CONDITIONS**

**FEES**

Unless denoted as Lump Sum, the Professional Service Fees applicable to the Scope of Services as defined herein shall be understood to be an estimate. Where Fees are proposed on an hourly basis, the Consultant's rates shall be those prevailing at the time services are rendered per the Schedule below. Reimbursable expenses shall be invoiced with a mark-up of no greater than 15%.

**Professional Fee Service Schedule**

Officers of the Corporation	\$250/hour
Principals/Directors	\$210/hour
Associate and Senior Managers	\$190/hour
Project Leaders	\$170/hour
Senior Project Personnel	\$150/hour
Project Personnel	\$130/hour
Senior Technical Personnel	\$110/hour
Technical and Production Personnel	\$90/hour
Clerical and Administrative Personnel	\$75/hour

**BILLINGS/PAYMENTS**

The Client shall be invoiced for Services and Reimbursable Expenses on a monthly basis in proportion to services performed. Invoices are due and payable upon presentation. Amounts unpaid (30) days after the date of the invoice shall incur a service charge of 1.5% (or the maximum legal rate) per month. The Consultant shall have the right to suspend/terminate services if payment is not received within (45) days after the invoice date and the Consultant shall have no liability for any resultant delays or damages incurred by Client as a result of such suspension/termination. The Client agrees to pay all costs of collection, including reasonable attorney's fees.

**STANDARD OF CARE**

In providing services under this Agreement, the Consultant will endeavor to perform its services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. The Consultant will perform its services as expeditiously as is consistent with the professional skill and care and the orderly progress of the Consultant's part of the Project. Regardless of any other term or condition of this Agreement, the Consultant makes no express or implied warranty of any sort. All warranties, including warranty of merchantability or warranty of fitness for a particular purpose, are expressly disclaimed. It shall be the responsibility of the Client to promptly report, in writing, to the Consultant any alleged breach in the Standard of Care, undue delay in notification shall relieve the Consultant of any potential liability.

**COOPERATION**

The Client agrees at all times to cooperate fully with the Consultant, and to proceed on the basis of trust and good faith. The Client shall perform its responsibilities, obligations and services in a manner to facilitate the Consultant's timely and efficient performance, and in order to ensure the Consultant's knowledge and understanding in all material respects so as to not delay, interfere with, or affect the Consultant's delivery, Standard of Care, or performance under the terms of this Agreement.

**CONSEQUENTIAL DAMAGES**

Notwithstanding any other provision to the contrary, and to the fullest extent permitted by law, neither the Client nor the Consultant shall be liable to the other for any incidental, indirect or consequential damages arising out of, or connected in any way to, the Project or this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of profit, loss of business or income, or any other consequential damages that either party may have incurred from any cause of action whatsoever.

**MODIFICATION & WAIVER**

No waiver or modification of the Terms and Conditions set forth herein shall be binding upon the Consultant unless made in writing and signed by Consultant's authorized representative. Consultant's delay, forbearance, or omission to enforce any provision of the Terms and Conditions shall not be construed as a waiver or release of such provision.



#### **EXISTING CONDITIONS**

A condition is hidden if concealed by existing finishes or is not capable of discovery by reasonable visual observation. If the Consultant has reason to believe that such a condition may exist, the Client shall authorize and pay for all costs associated with the investigation of such a condition. If the Client fails to authorize such investigation after such due notification, or the Consultant has no reason to believe that such a condition exists, the Consultant shall not be responsible for the existing conditions or any resulting damages or losses resulting therefrom.

#### **HAZARDOUS MATERIAL/MOLD**

The Consultant shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form including mold. The existing or constructed building may, as a result of post-construction, use, maintenance, operation or occupation, contain or be caused to contain mold substances which can present health hazards and result in bodily injury, property damage and/or necessary remedial measures and costs for which the Consultant shall have no responsibility.

#### **LIMITATION OF LIABILITY**

**IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH THE CLIENT AND THE CONSULTANT, THE RISKS HAVE BEEN ALLOCATED SUCH THAT THE CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE CONSULTANT FOR ANY AND ALL CLAIMS, EXPENSES, LOSSES, COSTS, OR DAMAGES OF ANY NATURE WHATSOEVER SO THAT THE TOTAL AGGREGATE LIABILITY OF THE CONSULTANT SHALL NOT EXCEED THE CONSULTANT'S TOTAL FEE FOR SERVICES RENDERED ON THIS PROJECT. SUCH CLAIMS AND CAUSES INCLUDE, BUT ARE NOT LIMITED TO, NEGLIGENCE, ERRORS & OMISSIONS, STRICT LIABILITY AND BREACH OF CONTRACT.**

#### **RISK ALLOCATION**

To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the Client, its officers, directors, and employees, from and against those liabilities, damages and costs arising out of third party claims to the extent caused by the willful misconduct, negligent act, error or omission of the Consultant or anyone for whom the Consultant is legally responsible. Further, Client shall indemnify and hold harmless the Consultant, its officers, directors, and employees, from and against those liabilities, damages and costs arising out of third party claims to the extent caused by the willful misconduct, negligent act, error or omission of the Client or anyone for whom the Client is legally responsible. This Subparagraph is intended to be consistent with, and shall not be construed to be in conflict with, the state code applicable to the Project.

#### **TERMINATION OF SERVICES**

This agreement may be terminated upon 10 days' written notice by either party. In the event of termination, the Client shall pay the Consultant for all services rendered to date, all reimbursable expenses, and all costs attributable to termination.

#### **OWNERSHIP OF DOCUMENTS**

Consultant grants the Client a nonexclusive license to use documents produced by the Consultant for the sole and exclusive purpose of constructing, using, maintaining, altering, and adding to the Project, provided the Client substantially performs its obligations under this Agreement including payment of all sums when due. If this Agreement is terminated, in alignment with the above Termination of Services provision, the license granted in this section shall terminate. Any use or reuse of Consultant's documents absent the Consultant's participation shall be at the sole risk of the Client, who, to the fullest extent permitted by law, shall release and hold harmless the Consultant from any and all claims or damages arising from such use.

#### **CONSTRUCTION ACTIVITIES**

The Consultant shall not be responsible for the acts or omissions of any person performing any of the Work, for instructions given by the Client or its representative to any one performing any of the Work, for means and methods of construction or performance, or for job-site safety.

#### **DISPUTE RESOLUTION**

This Agreement is to be governed by and construed in accordance with the laws of the State of Ohio. Any dispute or claim arising from this Agreement, or Consultant's Services listed herein, shall be subject to mediation as a condition precedent to formal litigation. Any action unresolved through mediation, shall be subject to litigation in a Court of Common Pleas in Butler County, Ohio. The parties' consent to the exclusive jurisdiction of such courts, agree to accept service of process by mail, and hereby waive any jurisdictional or venue defenses otherwise available to them. Each party hereby expressly waives the right to remove any litigation arising out of this Agreement or Consultant's Services to federal court.





Mediation shall be required as condition precedent to any other form of binding dispute resolution under this Agreement. Mediation, unless the parties mutually agree otherwise, shall be administered in accordance with the American Arbitration Association's Construction Industry Mediation Procedures in effect on the date of this Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

**RELATIONSHIP OF THE PARTIES**

All services provided by Consultant are for the sole use and benefit of the Client. Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third-party against either the Client or the Consultant.

**COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

**SEVERABILITY**

The invalidity of any provision of this Agreement shall not invalidate the remaining provisions of this Agreement. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

**ENTIRE AGREEMENT**

This Agreement represents the entire and integrated agreement between the Consultant and the Client and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Client and Consultant.

**Salem Township Public Library  
Director's Report – May 2024**

I sent the Warren County Auditor, Matt Nolan, a letter after our last meeting informing him that our Board had approved the funding formula for 2025. I also sent a copy to Kelly Maloney at Mary L. Cook since she has been overseeing the calculations and allocations. Both Matt and Kelly have acknowledged receipt of the letters.

We are working on policy and procedure revisions, which will be completed before the end of the year. We have also been revising procedures like booking the meeting room, trying to update and simplify processes for staff and users.

We have seen a significant increase in the number of Mcnaughton leased materials being received, so we have begun returning older copies to them. Cassie has gone through and pulled a number of items that were more than a year old, so that we can fit more newer items on the shelves. Jess has done an excellent job of creating a new book display near the front entrance for the non-Mcnaughton materials. The Mcnaughton titles are leased, but we are able to keep 20% of them.

With the recent resignation Nate Bischoff, we have decided to hire a couple of new pages. We posted the position at the front of the library, on social media, and in some form at Little Miami High School. I have received about 15 applications that I am reviewing, and we have already conducted one interview with a college student who had applied before this posting. The plan right now is to hire one student who will work just for the summer, and two additional pages who will continue working in the fall.

I heard back from the village regarding the replacement of our front doors. They like the selection I have chosen, but I have been asked to get two more quotes if possible. Apparently they had some work done previously without getting multiple quotes, and it was questioned by the auditors. I will reach out to additional companies, and hopefully I have better luck than I did previously. I actually asked three different companies for a quote but only one person actually showed up.

We have a staff meeting planned for April 28<sup>th</sup>. Staff have been asked to provide any items they would like to discuss, and Sharee and I will bring items as well. I will provide an update on the building process, and I'm sure a large portion of the meeting will be devoted to Summer Reading plans.

I had a meeting this week with Tommy Clifton to talk about our library branding. He has refined some of his earlier designs, and I'll share those with staff and send them to the Board to review. We have kept a more traditional logo approach but he has made it a little sleeker and more colorful. We also discussed website names, which is a challenge because there are so many libraries out there with the initials STPL.

I have been pulling job descriptions for various positions from several different libraries. I'm working on some possible organizational trees, but of course that's going to be somewhat dependent on the new facility. I do have a couple of positions I would like to fill within the next year regardless of a move date, including a staff member dedicated to programming. I should have a job description for that position ready for Board approval by summer.