



**July Minutes**  
**July 12, 2018**  
**Regularly Scheduled Board Meeting**

**Date/Time:** July 12, 2018 / 6:00 p.m.

**Board of Trustees Present:** Dina Chafin, George Oberlick, Kim Burchett, Bradley Stark, Jessie Wellman  
**Others Present:** Carlie Pelfrey

1. June 2018 Minutes	Motion by Bradley Stark , second by Kim Burchett. All in Favor
2. May 2018 Financial Report	Motion to accept, second by Bradley Stark. All in favor.
3. Personnel Policy	Tabled
4. OPN Update	Reviewed
5. Public Comment	No public present

**Notes:**

- The next board meeting is scheduled for Thursday August, 9, 2018 @ 6:00 p.m.

Geoff Overbeck  
President

9 Aug 2018  
Date

Chris Wellman  
Secretary

8/9/2018  
Date

Jul-18	Current Year	Last Year
Total Programs	68	104
Total Attendance	7704	6418
Infant and Toddler Programs	0	0
Infant and Toddler Attendance	0	0
Total Preschool Programs	0	3
Total Preschool Attendance	0	106
Total Elementary Programs	27	36
Total Elementary Attendance	2078	765
Total Teen Programs	0	26
Total Teen Attendance	0	63
Total Adult Programs	11	11
Total Adult Attendance	540	842
Multi Age Program	30	28
Multi Age Attendance	5083	4642
School Liaison		
Programs (Redi Fest)	3	12
Attendance	2513	2339
Bookmobile		
Programs	1	15
Attendance	6	262
In House		
Programs	64	77
Attendance	5185	3679
Door Count	4,117	
July Meals Served	680	734

NO outreach #'s

## **Summer Reading Report 2018**

**Total Programs**

**141**

**Total Attendance**

**14,545**

## **2017 Comparable**

**Total Programs**

**214**

**Total Attendance**

**12,666**

## **2016 Comparable**

**Total Programs**

**230**

**Total Attendance**

**8180**

- Number of programs were affected by the suspension of the mobile meal routes this year as well as the suspension of the teen volunteer program. Although the number of programs went down the attendance went up by a considerable amount.



## **Summer Reading Report 2018**

**Total Programs**

**141**

**Total Attendance**

**14,545**

## **2017 Comparable**

**Total Programs**

**214**

**Total Attendance**

**12,666**

## **2016 Comparable**

**Total Programs**

**230**

**Total Attendance**

**8180**

- Number of programs were affected by the suspension of the mobile meal routes this year as well as the suspension of the teen volunteer program. Although the number of programs decreased, attendance increased.



**August 9, 2018**  
**Regularly Scheduled Board Meeting**

**Date/Time:** August 9, 2018 / 6:00 p.m.

**Board of Trustees Present:** George Oberlick, Kim Burchett, Bradley Stark, Jessie Wellman

**Others Present:** Carlie Pelfrey

1. July 2018 Minutes	Motion by Kim Burchett, second by Bradley Stark. All in favor
2. June 2018 Financial Report	Motion by George Oberlick, second by Bradley Stark. All in favor.
3. 2019 Motor Vehicle Tax Rate Approval	Tax Rate of 2.790% motion by Bradley Stark, second by George Oberlick. All in favor.
4. Open Meetings/Records Document	completed by board members
5. Personnel Policy	Maternity Leave Policy 6 weeks paid time off-Motion by Kimberly Burchett, second by Bradley Stark. All in Favor.
6. OPN Update	reviewed progress
7. Public Comment	no public/no comment

**Notes:**

- Summer Reading/Feeding update
- Staff update
- The next board meeting is scheduled for Thursday, September 13, 2018 @ 6:00 p.m.

Dina C. Chaplin  
President

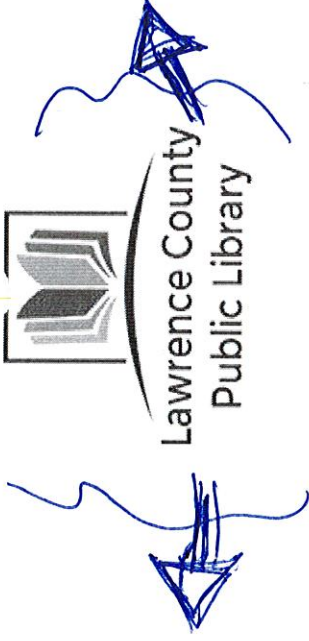
9/13/18  
Date

Debra Wellman  
Secretary

9/13/2018  
Date

Aug-18	Current Year	Last Year
<b>Total Programs</b>	<b>66</b>	25
<b>Total Attendance</b>	<b>3067</b>	1085
<b>Infant and Toddler Programs</b>	<b>0</b>	0
<b>Infant and Toddler Attendance</b>	<b>0</b>	0
<b>Total Preschool Programs</b>	<b>0</b>	1
<b>Total Preschool Attendance</b>	<b>0</b>	29
<b>Total Elementary Programs</b>	<b>8</b>	1
<b>Total Elementary Attendance</b>	<b>607</b>	129
<b>Total Teen Programs</b>	<b>3</b>	0
<b>Total Teen Attendance</b>	<b>22</b>	0
<b>Total Adult Programs</b>	<b>50</b>	19
<b>Total Adult Attendance</b>	<b>1250</b>	347
<b>Multi Age Program</b>	<b>5</b>	4
<b>Multi Age Attendance</b>	<b>1188</b>	580
<b>School Liaison</b>		
<b>Programs</b>	<b>1</b>	2
<b>Attendance</b>	<b>7</b>	158
<b>Bookmobile</b>		
<b>Programs</b>	<b>3</b>	5
<b>Attendance</b>	<b>127</b>	195
<b>Out Reach (june/July)</b>		
<b>Programs</b>	<b>41</b>	
<b>Attendance</b>	<b>569</b>	
<b>IN House</b>		
<b>Programs</b>	<b>21</b>	18
<b>Attendance</b>	<b>2364</b>	732
<b>Door Count</b>		3489





**September 13, 2018**  
**Special Called Board Meeting**

**Date/Time:** September 13, 2018 / 5:00 p.m.

**Board of Trustees Present:** Dina Chafin, George Oberlick, Kim Burchett, Jessie Wellman

**Others Present:** Carlie Pelfrey

1. August Minutes	Motion to accept made by George Oberlick, second by Kim Burchett. All in favor.
2. July Financial Report	Motion to accept made by George Oberlick, second by Jessie Wellman. All in favor.
3. 2018 - 2019 Tax Rate	14.7% Real Property Tax 14.7% Personal Property Tax  Motion by Kim Burchett, second by George Oberlick. All in favor.
4. Building Lease	Motion for building lease by George Oberlick, second by Kim Burchett. All in favor.
5. OPN Update	Reviewed. Carlie will follow up with OPN about budget
6. Public Comment	No public present



**Notes:**

- The next board meeting is scheduled for Thursday October 11, 2018 @ 6:00 p.m.

Pina C. Chaplin

President

10/11/18

Date

Jessie Wellman

Secretary

10/11/2018

Date

<b>Sep-18</b>	<b>Current Year</b>	<b>Previous Year</b>
<b>Total Programs</b>	<b>107</b>	<b>143</b>
<b>Total Attendance</b>	<b>6146</b>	<b>6174</b>
<b>Infant and Toddler Programs</b>	<b>3</b>	<b>3</b>
<b>Infant and Toddler Attendance</b>	<b>142</b>	<b>121</b>
<b>Total Preschool Programs</b>	<b>13</b>	<b>23</b>
<b>Total Preschool Attendance</b>	<b>355</b>	<b>466</b>
<b>Total Elementary Programs</b>	<b>36</b>	<b>69</b>
<b>Total Elementary Attendance</b>	<b>947</b>	<b>1419</b>
<b>Total Teen Programs</b>	<b>12</b>	<b>23</b>
<b>Total Teen Attendance</b>	<b>210</b>	<b>444</b>
<b>Total Adult Programs</b>	<b>33</b>	<b>19</b>
<b>Total Adult Attendance</b>	<b>1999</b>	<b>970</b>
<b>Total Multi Age Programs</b>	<b>10</b>	<b>6</b>
<b>Total Multi Age Attendance</b>	<b>2493</b>	<b>2754</b>
<b>In House</b>		
<b>Inhouse total programs</b>	<b>37</b>	<b>32</b>
<b>inhouse total Attendance</b>	<b>3496</b>	<b>3736</b>
<b>School Liaison</b>		
<b>Programs</b>	<b>53</b>	<b>91</b>
<b>Attendance</b>	<b>2194</b>	<b>2044</b>
<b>Outreach (non BKM)</b>		
<b>Programs</b>	<b>13</b>	<b>0</b>
<b>Attendance</b>	<b>282</b>	<b>0</b>
<b>Bookmobile</b>		
<b>Programs</b>	<b>4</b>	<b>20</b>
<b>Attenance</b>	<b>174</b>	<b>377</b>
<b>Door Count</b>	<b>3079</b>	<b>3432</b>



**October 11, 2018**  
**Regularly Scheduled Board Meeting**

**Date/Time:** October 11, 2018 / 6:00 p.m.

**Board of Trustees Present:** Dina Chafin, George Oberlick, Kim Burchett, Bradley Stark, Jessie Wellman

**Others Present:** Carlie Pelfrey via Phone

1. September Minutes	Approved. Motion by George Oberlick, second by Bradley Stark. All in favor.
2. August Financial Report	Approved. Motion by Bradley Stark, second by George Oberlick. All in Favor
3. OPN Update/Evergreen Environmental Estimate	Approved pending clarification of acceptable timeline. Motion by Bradley Stark, second by George Oberlick. All in Favor.
4. OPN Memorandum	<b>TABLED.</b> More information needed. Motion by Bradley Stark, second by George Oberlick. All in favor.
5. Public Comment	No public present.
6. Adjourned	6:41pm

**Notes:**

- The next board meeting is scheduled for Thursday November 8, 2018 @ 6:00 p.m.

David L. Chaplin

President

11/9/18

Date

Jessie Woolman

Secretary

11/8/18

Date

<b>Oct-18</b>	<b>Current Year</b>	<b>Previous Year</b>
<b>Total Programs</b>	<b>209</b>	222
<b>Total Attendance</b>	<b>10711</b>	7253
<b>Infant and Toddler Programs</b>	<b>3</b>	2
<b>Infant and Toddler Attendance</b>	<b>131</b>	64
<b>Total Preschool Programs</b>	<b>22</b>	32
<b>Total Preschool Attendance</b>	<b>833</b>	610
<b>Total Elementary Programs</b>	<b>103</b>	99
<b>Total Elementary Attendance</b>	<b>2476</b>	1946
<b>Total Teen Programs</b>	<b>16</b>	24
<b>Total Teen Attendance</b>	<b>297</b>	404
<b>Total Adult Programs</b>	<b>40</b>	26
<b>Total Adult Attendance</b>	<b>2444</b>	970
<b>Total Multi Age Programs</b>	<b>19</b>	15
<b>Total Multi Age Attendance</b>	<b>4361</b>	3374
<b>In House</b>		
<b>Inhouse total programs</b>	<b>87</b>	58
<b>inhouse total Attendance</b>	<b>6955</b>	3090
<b>School Liaison</b>		
<b>Programs</b>	<b>112</b>	98
<b>Attendance</b>	<b>3160</b>	3184
<b>Outreach (non BKM)</b>		
<b>Programs</b>	<b>24</b>	
<b>Attendance</b>	<b>424</b>	
<b>Bookmobile</b>		
<b>Programs</b>	<b>6</b>	41
<b>Attenance</b>	<b>169</b>	646
<b>Door Count</b>	<b>3573</b>	3890





**November 2018**  
**Regularly Scheduled Board Meeting**

**Date/Time:** November 8, 2018/ 6:00 p.m.

**Board of Trustees Present:** Dina Chafin, George Oberlick, Kim Burchett, Jessie Wellman

**Others Present:** Carlie Pelfrey

1. October Minutes	Approved. Motion by Kim Burchett, second by Jessie Wellman. All in favor.
2. September Financial Report	Approved. Motion by Dina Chaffin, second by Jessie Wellman. All in favor.
3. Soil Boring Estimates from OPN	Motion to approve Terracon for Soil Boring Services. Motion by George Oberlick, second by Kimberly Burchett. All in favor
4. OPN Presentation-Virtual Tour	Reviewed
5. Public Comment	No public present.
6. Adjourned	8:00pm

**Notes:**

- The next board meeting is scheduled for Wednesday December 12, 2018 @ 1:00 p.m. following the Annual Christmas Luncheon.

Rina C. Chaffin  
President

12/12/18  
Date

Joan Wellman  
Secretary

Dec 12, 2018  
Date

<b>Nov-18</b>	<b>Current Year</b>	<b>Previous Year</b>
<b>Total Programs</b>	<b>150</b>	230
<b>Total Attendance</b>	<b>4845</b>	5471
<b>Infant and Toddler Programs</b>	<b>4</b>	5
<b>Infant and Toddler Attendance</b>	<b>89</b>	116
<b>Total Preschool Programs</b>	<b>25</b>	34
<b>Total Preschool Attendance</b>	<b>543</b>	500
<b>Total Elementary Programs</b>	<b>59</b>	120
<b>Total Elementary Attendance</b>	<b>1271</b>	1689
<b>Total Teen Programs</b>	<b>14</b>	35
<b>Total Teen Attendance</b>	<b>217</b>	1408
<b>Total Adult Programs</b>	<b>37</b>	26
<b>Total Adult Attendance</b>	<b>1080</b>	835
<b>Total Multi Age Programs</b>	<b>11</b>	10
<b>Total Multi Age Attendance</b>	<b>1645</b>	923
<b>In House</b>		
<b>Inhouse total programs</b>	<b>57</b>	47
<b>inhouse total Attendance</b>	<b>3043</b>	1602
<b>School Liaison</b>		
<b>Programs</b>	<b>69</b>	100
<b>Attendance</b>	<b>1305</b>	2536
<b>Outreach (non BKM)</b>		
<b>Programs</b>	<b>20</b>	
<b>Attendance</b>	<b>366</b>	
<b>Bookmobile</b>		
<b>Programs</b>	<b>4</b>	83
<b>Attendance</b>	<b>131</b>	2203
<b>Door Count</b>	<b>2593</b>	



**December 12, 2018**

**Special Called Board Meeting**

**Date/Time:** , December 12, 2018 / 1:00 p.m.

**Board of Trustees Present:** Dina Chaffin, George Oberlick, Jessie Wellman

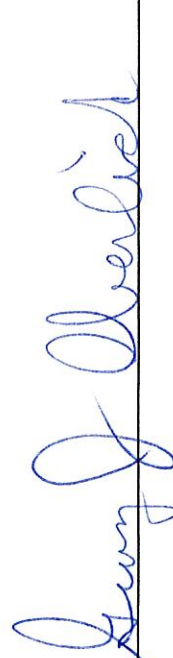
**Others Present:** Carlie Pelfrey, Anthony Workman

AGENDA ITEMS		MINUTES
1. November Minutes		Motion to accept by George Oberlick. Second by Jessie Wellman. All in favor.
2. October Financials		Motion to accept by George Oberlick. Second by Jessie Wellman. All in favor.
3. Kelly-Galloway 2018 Audit Presentation		Presented by Anthony Workman.
4. Trustee Nominations		Submitted Cathi Wells and Kayla Chevalier to fill board vacancy. Motion by Jessie Wellman. Second by George Wellman. All in favor.
5. Budget Amendment (805.1 Storage Building Lease)		Motion to accept by George Oberlick. Second by Jessie Wellman. All in favor.

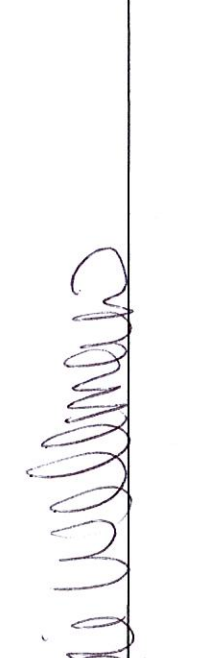
6. Building Project	Feb 14, 2019-Open House Issue RFP on Jan. 7, 2019 for "Owner's Rep"
7. Server Replacement Date	Library closed to public on Dec. 20, 2018 to replace server. All staff to report for regular duties. Motion by George Oberlick. Second by Dina Chaffin. All in favor.
8. Public Comment	No public present

**Notes:**

- The next board meeting is scheduled for Thursday January 10, 2019 at 6:00pm.

  
 \_\_\_\_\_  
 President

10 Jan 19  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Secretary

11/10/2019  
 \_\_\_\_\_  
 Date



<b>Dec-18</b>	<b>Current Year (2018)</b>	<b>Last Year 2017</b>
<b>Total Programs</b>	<b>176</b>	<b>184</b>
<b>Total Attendance</b>	<b>8259</b>	<b>7519</b>
<b>Infant and Toddler Programs</b>	<b>2</b>	<b>1</b>
<b>Infant and Toddler Attendance</b>	<b>56</b>	<b>42</b>
<b>Total Preschool Programs</b>	<b>14</b>	<b>24</b>
<b>Total Preschool Attendance</b>	<b>368</b>	<b>405</b>
<b>Total Elementary Programs</b>	<b>80</b>	<b>98</b>
<b>Total Elementary Attendance</b>	<b>2399</b>	<b>2043</b>
<b>Total Teen Programs</b>	<b>16</b>	<b>32</b>
<b>Total Teen Attendance</b>	<b>540</b>	<b>2031</b>
<b>Total Adult Programs</b>	<b>32</b>	<b>15</b>
<b>Total Adult Attendance</b>	<b>939</b>	<b>508</b>
<b>Total Multi Age Programs</b>	<b>32</b>	<b>19</b>
<b>Total Multi Age Attendance</b>	<b>3943</b>	<b>2522</b>
<b>In House</b>		
<b>Inhouse total programs</b>	<b>60</b>	<b>28</b>
<b>inhouse total Attendance</b>	<b>4364</b>	<b>2869</b>
<b>School Liaison</b>		
<b>Programs</b>	<b>79</b>	<b>65</b>
<b>Attendance</b>	<b>3195</b>	<b>1748</b>
<b>Outreach (non BKM)</b>		
<b>Programs</b>	<b>31</b>	
<b>Attendance</b>	<b>568</b>	
<b>Bookmobile</b>		
<b>Programs</b>	<b>6</b>	<b>91</b>
<b>Attendance</b>	<b>132</b>	<b>2902</b>
<b>Door Count</b>	<b>2349</b>	<b>3336</b>



**January 10, 2019**  
**Regularly Scheduled Board Meeting**

**Date/Time:** January 10, 2019 / 6:00 p.m.

**Board of Trustees Present:** George Oberlick, Kim Burchett, Cathi Wells, Jessie Wellman

**Others Present:** Carlie Pelfrey

AGENDA ITEMS		MINUTES
1. December Minutes		Amend to reflect Cathi Wells as newly appointed board member. Motion to accept by George Oberlick. Second by Kim Burchett. All in favor.
2. November Financial Report		Motion to accept by Kim Burchett. Second by Cathi Wells. All in favor.
3. 2019 Closed Days		Motion to accept by Kim Burchett. Second by Jessie Wellman. All in favor.
4. Construction Project Update		RFP for Owners Representative. Motion to accept by George Oberlick. Second by Kim Burchett. All in favor. OPN Open House and presentation on February 14, 2019.
5. Public Comment		KDLA updates from Regional Librarian. No public present.

**Notes:**

- The next board meeting is scheduled for Thursday, February 14, 2019 @ 6:00 p.m. OPN Architects Community Event is scheduled from 4:30 – 5:30 p.m.

Rick L. Chapman

President

2/14/19

Date

Jessie Wellman

Secretary

2/14/2019

Date

<b>Jan-19</b>	<b>Current Year</b>	<b>2018 % of change</b>	
<b>Total Programs</b>	<b>184</b>	130	41.54%
<b>Total Attendance</b>	<b>6034</b>	3892	55.04%
<b>Infant and Toddler Programs</b>	<b>3</b>	1	200%
<b>Infant and Toddler Attendance</b>	<b>58</b>	47	23.40%
<b>Total Preschool Programs</b>	<b>29</b>	12	141.67%
<b>Total Preschool Attendance</b>	<b>594</b>	241	146.47%
<b>Total Elementary Programs</b>	<b>76</b>	68	-11.76%
<b>Total Elementary Attendance</b>	<b>1094</b>	1306	-16.23
<b>Total Teen Programs</b>	<b>24</b>	15	60%
<b>Total Teen Attendance</b>	<b>697</b>	545	27.89%
<b>Total Adult Programs</b>	<b>41</b>	29	41.38%
<b>Total Adult Attendance</b>	<b>874</b>	766	14.10%
<b>Total Multi Age Programs</b>	<b>11</b>	4	175%
<b>Total Multi Age Attendance</b>	<b>2717</b>	987	175.28%
<b>In House</b>			
<b>Inhouse total programs</b>	<b>48</b>	21	128.57%
<b>inhouse total Attendance</b>	<b>2830</b>	1338	115.51%
<b>School Liaison</b>			
<b>Programs</b>	<b>103</b>	42	145.24%
<b>Attendance</b>	<b>2115</b>	1306	61.94%
<b>Outreach (non BKM)</b>			
<b>Programs</b>	<b>30</b>	67	-55.22%
<b>Attendance</b>	<b>597</b>	1248	-52.16%
<b>Bookmobile</b>			
<b>Programs</b>	<b>3</b>		
<b>Attenance</b>	<b>72</b>		
<b>Door Count</b>	<b>2788</b>		



All Programing	# of Pro 2017	# of Pro 2018	ATT# 2017	Att 2018
Jan	144	130	3179	3892
Feb	151	169	4309	5311
March	216	223	11091	9204
April	135	152	5256	8066
May	104	109	6864	5168
June	116	73	6373	6841
July	104	68	6418	7704
Aug	25	66	1085	3067
Sept	143	107	6174	6146
Oct	222	209	7253	10711
Nov	230	150	5471	4845
Dec	184	176	7519	8259
Total	1774	1632	70992	79214
Total Change		-8%		11.58%



Inhouse	# of Pro 2017	# of Pro 2018	ATT# 2017	Att 2018
Jan	20	21	1338	1338
Feb	24	47	1490	2480
March	41	55	2037	4605
April	35	48	3058	2565
May	29	56	3526	3529
June	96	69	4821	6683
July	77	64	3679	5187
Aug	18	21	732	2364
Sept	32	37	3736	3496
Oct	58	87	3090	6955
Nov	47	57	1602	3043
Dec	28	60	2869	4364
Total	505	622	31996	46609
Total Change	total +23.7		45.67%	

School Lisiaion	# of Pro 2017	# of Pro 2018	ATT# 2017	Att 2018
Jan	73	42	1229	1306
Feb	88	69	1822	1927
March	127	102	4351	3501
April	70	65	1661	4758
May	65	48	1500	1323
June	13	4	1449	153
July	12	3	2339	2513
Aug	2	1	158	7
Sept	91	53	2044	2194
Oct	98	112	3184	3160
Nov	100	69	2536	1305
Dec	65	79	1748	3195
Total	804	647	24066	2542
Total Change	-19.53%			5.30%

BKM/LIZ	# of Pro 2017	# of Pro 2018	ATT# 2017	Att 2018
Jan	49	67	968	1284
Feb	33	53	997	904
March	41	66	904	1098
April	30	39	537	743
May	10	5	259	319
June	7	0	58	0
July	15	1	262	6
Aug	5	43	158	696
Sept	20	17	377	456
Oct	41	24	646	424
Nov	83	24	2203	497
Dec	91	37	2902	700
Total	425	376	10271	7091
Total Change	-11.53%			-30.96%



**February 14, 2019**  
**Regularly Scheduled Board Meeting**

**Date/Time:** February 14, 2019 / 6:00 p.m.

**Board of Trustees Present:** Dina Chafins, George Oberlick, Kim Burchett, Cathi Wells, Jessie Wellman  
**Others Present:** Carlie Pelfrey, OPN Architects, Judge Phillip Carter, Asst. Judge Vince Doty, County Attorney Michael Hogan, Heath Preston, Jim Codell, community members.

1. January Minutes	Motion to accept by George Oberlick, second by Kim Burchett. All in favor.
2. December Financials	Motion to accept by George Oberlick, second by Cathi Wells. All in favor.
3. Judge Phillip Carter, Asst. Judge Vince Doty, County Attorney Michael Hogan	Mike Hogan spoke of two options to consider. a. Rolling back tax rate to reflect only what would be needed for operating costs. b. Divert excess funds to the school system
4. Codell Construction: Heath Preston/Jim Codell	Presentation by Jim Codell and Heath Preston. Board provided hard copies of presentation. KPC Proposal Reviewed.
5. Tentative: Moving Proposals	Motion to approve by Cathi Wells. Second by Kim Burchett. All in favor.

6. Public Comment	Lee Balacław-Supports the library endeavors Heath Preston-Congratulations No other public comment
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**Notes:**

- The next board meeting is scheduled for Thursday, March 14, 2019 @ 6:00 p.m.

*Dina C. Chaffin*

President

*3/14/19*

Date

*Jessie Wegman*

Secretary

*3/14/2019*

Date





KPC Architectural Products, Inc.  
2464 Fortune Drive, Suite 150  
Lexington, KY 40509-1202

Customer  
Lawrence County Public Library  
Location:  
102 West Main Street  
Louisa, Kentucky 41230

ITEM #	DESCRIPTION	QTY
	Budget estimate for labor and equipment for reconfiguring and relocating library collection and shelving as follows:	
	Phase 1	
	Existing Building	
1	relocate shelving and furniture as follows: Single face 90" high move to program room Double face 90" high, move to program room Double face 42 periodical shelving move to lobby Double face 66" high shelving shift between columns lobby	15 30 4 4
	Single face 66" high shelving move to Program room	8
	Single face computer table move to lobby	2
2	Temporary Site	
	Relocate shelving and furniture as follows:	



kpc architectural products, inc.

Customer Location:		Lawrence County Public Library 102 West Main Street Louisia, Kentucky 41250	
ITEM #	DESCRIPTION	QTY	
	Move single face 90" high shelving and re-install	15	
	Move double face 90" high shelving and re-install	16	
	Move microform file from Genealogy	2	
	Move wood vertical files	5	
	KPC will provide the following:		
	Develop a moving plan including shelving and collection locations in both the existing building and temporary site. Plans to confirm to appropriate codes.		
	Provide specially designed book carts for relocating books	60	
	Provide vehicles to transport shelving and collections to temporary site		
	Staff the project with four experienced personnel. Personnel will be responsible for the shelving and furniture relocation as noted above.		
	Books to be removed from existing shelving to carts and reloaded to relocated shelving by library staff.		
	Movement of carts within existing building and transport to temporary site by KPC personnel		



kpc architectural products, inc.

<i>Customer Location:</i>		Lawrence County Public Library 102 West Main Street Louis, Kentucky 40250		
ITEM #	DESCRIPTION	QTY		
	Any shelving not included in the final moving plan will be consider surplus. KPC has not included dismantling or moving of surplus shelving.			
	Phase 2			
	KPC will develop a moving plan to return books from temporary locations to final location in renovated library			
	Existing Building			
	Provide specially designed book carts to relocate collection to final location on new shelving			
	provide assistance to move loaded carts			
	Temporary site			
	Provide specially designed book carts to bring collection materials back to renovated building			
	Provide truck and two men to move carts from temporary site to final location on new shelving.			
	Books to be removed from temporary shelving locations to carts and re-shelved in final locations by Library Staff.			



kpc architectural products, inc.

<i>Customer Location:</i>		Lawrence County Public Library 102 West Main Street Louisia, Kentucky 41250		
ITEM #	DESCRIPTION	QTY		
	TOTAL BUDGET ESTIMATE			19,635.00
The above price is a not to exceed number as long as the scope as described above does not change.				

<b>Feb-19</b>	<b>Current Year</b>	<b>Last Year</b>
<b>Total Programs</b>	<b>185</b>	<b>169</b>
<b>Total Attendance</b>	<b>6134</b>	<b>5311</b>
<b>Infant and Toddler Programs</b>	<b>1</b>	<b>4</b>
<b>Infant and Toddler Attendance</b>	<b>6</b>	<b>117</b>
<b>Total Preschool Programs</b>	<b>22</b>	<b>28</b>
<b>Total Preschool Attendance</b>	<b>425</b>	<b>529</b>
<b>Total Elementary Programs</b>	<b>109</b>	<b>83</b>
<b>Total Elementary Attendance</b>	<b>2104</b>	<b>1867</b>
<b>Total Teen Programs</b>	<b>11</b>	<b>11</b>
<b>Total Teen Attendance</b>	<b>277</b>	<b>256</b>
<b>Total Adult Programs</b>	<b>25</b>	<b>45</b>
<b>Total Adult Attendance</b>	<b>668</b>	<b>1098</b>
<b>Total Multi Age Programs</b>	<b>17</b>	<b>10</b>
<b>Total Multi Age Attendance</b>	<b>2931</b>	<b>1526</b>
<b>In House</b>		
<b>Inhouse total programs</b>	<b>37</b>	<b>47</b>
<b>inhouse total Attendance</b>	<b>3292</b>	<b>2480</b>
<b>School Liaison</b>		
<b>Programs</b>	<b>113</b>	<b>69</b>
<b>Attendance</b>	<b>2385</b>	<b>1927</b>
<b>Outreach (non BKM)</b>		
<b>Programs</b>	<b>30</b>	
<b>Attendance</b>	<b>549</b>	
<b>Bookmobile</b>		
<b>Programs</b>	<b>5</b>	<b>53</b>
<b>Attenance</b>	<b>25</b>	<b>904</b>
<b>Door Count</b>	<b>3016</b>	<b>3077</b>



# Summer Feed Report

June 2018

**1023** Lunches served (This is In-House only)

June 2017

**1691** Lunches served (This includes In-House, bookmobile and Outreach)

July 2018

**680** Lunches served (In-House only)

July 2017

**734** Lunches Served (Includes In-house, Bookmobile and outreach)

2018 total lunches served

**1703** (In-house only)

2017 Total Lunches Served

**2425** (In-house, BKM, Outreach)



## Tax Rates

Year	Comp Rate (Real)	4% Increase	Board Approved
2014-2015	16.6	17.2	16.6
2015-2016	16.0	16.6	16.0
2016-2017	14.7	15.2	14.7
2017-2018	16.8	17.4	14.7
2018-2019	15.9	16.5	14.7

Year	Comp Rate (Personal)	4% Increase	Board Approved
2014-2015	20.00	20.00	20.00
2015-2016	16.54	17.16	16.54
2016-2017	16.52	17.08	16.52
2017-2018	20.00	20.00	14.7
2018-2019	17.57	18.23	14.7

Year	Comp Rate (Motor)	4% Increase	Board Approved
2014-2015	2.790	--	2.790
2015-2016	2.790	--	2.790
2016-2017	2.790	--	2.790
2017-2018	2.790	--	2.790
2018-2019	2.790	--	2.790



**March 14, 2019**  
**Regularly Scheduled Board Meeting**

**Date/Time:** March 14, 2019/ 6:00 p.m.

**Board of Trustees Present:** George Oberlick, Dina Chafin, Jessie Wellman

**Others Present:** Carlie Pelfrey, Heath Preston

1. February 2019 Minutes		Motion by George Oberlick, second by Jessie Wellman. All in favor.
2. January 2019 Financial Report		Reviewed. Motion by George Oberlick, second by Jessie Wellman. All in favor.
3. General Contractor Bid Review <b>Bids Received From:</b> Elliott Contracting INC/Pikeville, KY Debcon, INC/ Ashland, KY <ul style="list-style-type: none"> <li>• Base Bid</li> <li>• Alternate No. 1: Asphalt Shingles</li> <li>• Alternate No. 2: Habitats</li> <li>• Alternate No. 3: Display Cabinets</li> <li>• Alternate No. 4: Ceiling Clouds</li> <li>• Alternate No. 5: Exterior Panels</li> </ul>		Accept Base Bid Proposal for Elliott Contracting INC/Pikeville, KY. Motion by George Oberlick, second by Dina Chafin.  Accept Base Bid Proposal for Elliott Contracting INC/Pikeville, KY. Motion by George Oberlick, second by Dina Chafin.  All in favor.

4. Codell Construction Amended Proposal	Tabled-Clarifications follow up email to Codell. Submit clarifications in writing by close of business Monday, March 18, 2019.
5. Testing Proposals <ul style="list-style-type: none"> <li>• LE Gregg</li> <li>• Terracon</li> <li>• Thoroughbred Engineering</li> </ul>	Motion to accept LE Gregg Testing Proposal by George Oberlick second by Dina Chafin. All in favor.
6. Operating Hours	During renovation/ construction: Monday-Friday 9am-5pm One Saturday a month
7. Public Comment	Motion to accept by Jessie Wellman, second by George Oberlick. All favor. No public present

**Notes:**

- Moving update/completion scheduled
- Surplus Sale(s)
- The next board meeting is scheduled for Thursday, April 11, 2019 @6:00pm

*Dina C Chafin*

President

*George Oberlick*

Secretary

*4/11/19*

Date

*4-11-19*

Date



BID TABULATION RESULTS  
11:00 A.M. March 1, 2019

OPN ARCHITECTS, INC.  
200 5th Avenue SE Suite 201  
Cedar Rapids, Iowa

[illegible]



LAWRENCE COUNTY PUBLIC LIBRARY  
ADDITION AND RENOVATION  
LOUISA, KY

PROJECT NO. 18226000

TO: Lawrence Co Public Library

herein called "Owner"

FROM: Elliott Contracting Inc (Contractor's Name)

DATE: 3-01-19

1. In compliance with the Advertisement for Bids and the proposed Contract Documents relating to the:  
LAWRENCE COUNTY PUBLIC LIBRARY ADDITION AND RENOVATION  
Project Number: 18226000

including Addenda 1, 2, \_\_\_\_\_, \_\_\_\_\_

the undersigned hereby proposes and agrees to fully perform the Work within the time stated and in strict accordance with the proposed Contract Documents dated December 14, 2018, including furnishing labor and/or materials, and to do all of the work required to construct and complete said Work in accordance with the Contract Documents as follows:

For complete Construction as described in the Bidding Documents:

BASE BID:

Three Million Five Hundred thirty Eight Thousand dollars (\$ 3,538,000)

ALTERNATE BIDS: Bidder agrees to perform all work shown or specified in the bidding documents required for completion of the listed Alternate Bids, when accepted and incorporated into the Contract. Refer to Division 1 Section "Alternates" for alternate descriptions.

ALTERNATE NO. 1 - NEW ASPHALT SHINGLES:

ADD Sixty seven thousand three dollars (\$ 67,305.00)

hundred five & no/100

ALTERNATE NO. 2 - CHILDREN'S AREA HABITATS:

ADD Thirteen thousand five dollars (\$ 13,565.00)

hundred sixty five & no/100

ALTERNATE NO. 3 - GLASS DISPLAY CABINETS IN VESTIBULES:

ADD Twenty three thousand nine dollars (\$ 23,972.00)

hundred seventy two & no/100

ALTERNATE NO. 4 - DRYWALL CEILING CLOUDS IN YOUNG ADULT AREA:

ADD Eleven thousand six dollars (\$ 11,660.02)

hundred sixty & no/100

ALTERNATE NO. 5 - EXTERIOR PANELS:

ADD Eleven thousand six dollars (\$ 11,664.00)

hundred sixty four & no/100

Forty Seven  
Thousand

LAWRENCE COUNTY PUBLIC LIBRARY  
ADDITION AND RENOVATION  
LOUISA, KY

PROJECT NO. 18226000

2. I understand that the Owner reserves the right to reject this Bid, but that this Bid shall remain open and not be withdrawn for a period of thirty days from the date of the Bid Opening.
3. Notice of acceptance, or request for additional information, may be addressed to the undersigned at the address set forth below.
4. I agree to complete the work within the schedule of completion stated in the Bidding Documents.

SIGN HERE:

Harold Breahr  
Harold Breahr, President  
Elliott Contracting Inc  
Signature of Bidder

Note: If bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

BUSINESS ADDRESS:

P.O. Box 3038  
Pikeville Ky 41502

TELEPHONE NUMBER:

606-437-7368

END OF SECTION

LAWRENCE COUNTY PUBLIC LIBRARY  
ADDITION AND RENOVATION  
LOUISA, KY

PROJECT NO. 18226000





# AIA® Document A310™ - 2010

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

**Elliott Contracting, Inc.**

**P.O. Box 3038**

**Pikeville, KY 41501**

### OWNER:

(Name, legal status and address)

**Lawrence County Public Library**

**102 West Main Street**

**Louisa, KY 41230**

**BOND AMOUNT: 5% of Amount Bid**

### SURETY:

(Name, legal status and principal place of business)

**SureTec Insurance Company**

**1330 Post Oak Blvd. Suite 1100**

**Houston, TX 77056**

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

### PROJECT:

(Name, location or address, and Project number, if any)

**Lawrence Co Public Library**

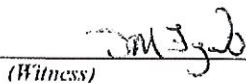
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **1st** day of **March** **2019**

  
(Witness)

  
(Witness)

**Elliott Contracting, Inc.**

(Principal)

  
(Seal)

**SureTec Insurance Company**

(Surety)

  
(Seal)

(Title) **Melissa Propst, Attorney-in-Fact**

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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30-110



# SureTec Insurance Company

## LIMITED POWER OF ATTORNEY

**Know All Men by These Presents**, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Steven M. Baas, Benjamin P. Dycus, Melissa Propst, Kenneth Albert, LaKala Carter

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the CEO, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20<sup>th</sup> of April, 1999.)

**In Witness Whereof**, SURETEC INSURANCE COMPANY has caused these presents to be signed by its CEO, and its corporate seal to be hereto affixed this 11<sup>th</sup> day of October, A.D. 2018.

SURETEC INSURANCE COMPANY

By:

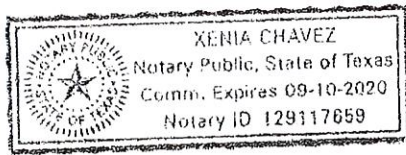
John Knox Jr., CEO

State of Texas  
County of Harris

ss:



On this 11<sup>th</sup> day of October, A.D. 2018 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is CEO of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



Xenia Chavez, Notary Public

My commission expires September 10, 2020

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 1<sup>st</sup> day of March, 2019, A.D.

M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.

For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.



LAWRENCE COUNTY PUBLIC LIBRARY  
ADDITION AND RENOVATION  
LOUISA, KY

PROJECT NO. 18226000

TO: LAWRENCE COUNTY PUBLIC LIBRARY  
herein called "Owner"

FROM: Debcon, Inc. (Contractor's Name)

DATE: 01 MARCH 2019

1. In compliance with the Advertisement for Bids and the proposed Contract Documents relating to the:  
LAWRENCE COUNTY PUBLIC LIBRARY ADDITION AND RENOVATION  
Project Number: 18226000

including Addenda 0001, 0002, \_\_\_\_\_, \_\_\_\_\_.

the undersigned hereby proposes and agrees to fully perform the Work within the time stated and in strict accordance with the proposed Contract Documents dated December 14, 2018, including furnishing labor and/or materials, and to do all of the work required to construct and complete said Work in accordance with the Contract Documents as follows:

For complete Construction as described in the Bidding Documents:

BASE BID:

Four Million Four hundred ninety thousand  $\frac{99}{100}$  dollars (\$ 4,490,000 - )

ALTERNATE BIDS: Bidder agrees to perform all work shown or specified in the bidding documents required for completion of the listed Alternate Bids, when accepted and incorporated into the Contract. Refer to Division 1 Section "Alternates" for alternate descriptions.

ALTERNATE NO. 1 - NEW ASPHALT SHINGLES:

ADD EIGHTY-THOUSAND  $\frac{99}{100}$  dollars (\$ 80,000 - )

ALTERNATE NO. 2 - CHILDREN'S AREA HABITATS:

ADD SEVEN-THOUSAND  $\frac{99}{100}$  dollars (\$ 7,000 - )

ALTERNATE NO. 3 - GLASS DISPLAY CABINETS IN VESTIBULES:

ADD EIGHTEEN-THOUSAND  $\frac{99}{100}$  dollars (\$ 18,000 - )

ALTERNATE NO. 4 - DRYWALL CEILING CLOUDS IN YOUNG ADULT AREA:

ADD FOUR-THOUSAND  $\frac{99}{100}$  dollars (\$ 4,000 - )

ALTERNATE NO. 5 - EXTERIOR PANELS:

ADD ELEVEN-THOUSAND  $\frac{99}{100}$  dollars (\$ 11,000 - )

2. I understand that the Owner reserves the right to reject this Bid, but that this Bid shall remain open and not be withdrawn for a period of thirty days form the date of the Bid Opening.
3. Notice of acceptance, or request for additional information, may be addressed to the undersigned at the address set forth below.
4. I agree to complete the work within the schedule of completion stated in the Bidding Documents.

SIGN HERE:

*Rocky L. Bentley*

Signature of Bidder

Note: If bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

BUSINESS ADDRESS:

Debcon, Inc.

9714 US Route 60

Ashland, KY 41102

TELEPHONE NUMBER:

606-928-6411

END OF SECTION

## BID BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**CONTRACTOR:**

(Name, legal status and address)

Debcon, Inc.  
9714 US Route 60  
Ashland, KY 41102

**SURETY:**

(Name, legal status and principal place of business):

Travelers Casualty & Surety Company  
of America  
One Tower Square  
Hartford, CT 06183

**OWNER:**

(Name, legal status and address)

Lawrence County Public Library  
102 West Main Street  
Louisa, KY 41230

BOND AMOUNT: \$ Five Percent (5%) of Amount Bid

**PROJECT:** Lawrence County Public Library

(Name, location or address, and Project number, if any)

Project #18226000, Addition & Renovation, Louisa, KY

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a Surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 22nd day of February, 2019.

Deann May  
(Witness)

Vickie L. Mount  
(Witness)

Rocky J. Bentley  
(Principal) (Seal)

Debcon, Inc.  
(Title)

Travelers Casualty & Surety Co of America  
(Surety) (Seal)

Michael Walker  
(Attorney-in-Fact)



**ELERS****POWER OF ATTORNEY**

Farmington Casualty Company  
 Fidelity and Guaranty Insurance Company  
 Fidelity and Guaranty Insurance Underwriters, Inc.  
 St. Paul Fire and Marine Insurance Company  
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
 Travelers Casualty and Surety Company  
 Travelers Casualty and Surety Company of America  
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 231312

Certificate No. 006965774

**KNOW ALL MEN BY THESE PRESENTS:** That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Thomas C. Phipps, James Michael Wellman, and Gail Carter

of the City of Ashland, State of Kentucky, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 6th day of September, 2016.

Farmington Casualty Company  
 Fidelity and Guaranty Insurance Company  
 Fidelity and Guaranty Insurance Underwriters, Inc.  
 St. Paul Fire and Marine Insurance Company  
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
 Travelers Casualty and Surety Company  
 Travelers Casualty and Surety Company of America  
 United States Fidelity and Guaranty Company



State of Connecticut  
 City of Hartford ss.

By: Robert L. Raney  
 Robert L. Raney, Senior Vice President

On this the 6th day of September, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.  
 My Commission expires the 30th day of June, 2021.



Marie C. Tetreault  
 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 22nd day of February, 20 19.

  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.





February 27, 2019

OPN Architects  
C/O Toby Olsen AIA / NCARB / ALA  
200 Fifth Avenue SE Suite 201  
Cedar Rapids, Iowa 52401

**Re: Proposal for Special Inspection / Material Testing C19-033  
Lawrence County Public Library  
Louisa, Kentucky**

Dear Mr. Olsen:

The following proposal has been prepared based upon the ITB from OPN Architects for providing Special Inspection Testing for the Lawrence County Public Library. The scopes of services that can be provided are listed below.

**PROJECT DESCRIPTION**

The project site is located at 102 West Main Street, in Louisa, Kentucky. These Special Inspection services are intended to comply with Chapter 17 of the Kentucky Building Code (KBC), including all work defined in section 014110 of the project specifications, and the project plans, as listed below. L.E. Gregg has experience with the requirements of the applicable sections of the KBC and the project plans and specifications and can provide qualified personnel to perform these services.

**SCOPE OF SERVICES:** The following services that are expected with the proposed project are as follows;

Concrete Construction
1. Perform observations of reinforcing steel and placement for foundation construction.
2. Sample and perform tests on plastic concrete in the field which includes slump, air content, temperature, and other tests required by the project specifications.
3. Construct 4 x 8 inch specimens for compressive strength testing.
4. Perform FF/FL Testing as per the plan specifications

Foundation Construction
1. Monitor any undercutting operations to determine when the acceptable materials have been exposed.
2. Perform dynamic cone penetrometer (DCP) tests, as access and safety permits, on the bearing soils within excavated footings at a rate of 1 test per 20 linear feet and/or 1 per column footing.
3. Probe bearing soils in between DCP test locations to check if soils are suitable for the design bearing capacity.

<b>Soil Construction/ Undercut</b>
1. Monitor proofrolling of the exposed soils after the site has been stripped to locate areas which may require undercutting.
2. Perform Nuclear Density Testing and observe proofrolling of the soil fill, both site and Trenching
3. Monitor any undercutting operations to determine when the acceptable materials have been exposed.

<b>Steel Construction</b>
1. Perform a fabricator shop inspections to verify that the fabricator maintains detailed fabrication and quality control procedures. L.E. Gregg will also verify the work procedures are being performed in accordance with the approved documents.
2. Perform field inspections to verify the steel framing is in compliance with the approved documents.
3. Perform field inspections of single-pass fillet welds 5/16" or less for each connection and floor and deck welds in the field as required to conform to AWS D1.1.
4. Perform field inspections of high strength bolted connections and field inspection of slip-critical connections. L.E. Gregg will observe a minimum of 10 percent of the bolts for proper torque with a calibrated torque wrench.
5. Perform field inspections of complete and partial penetration groove welds and for multi-pass and single pass fillet welds 5/16" or greater. L.E. Gregg will also provide (as required) nondestructive testing for the complete penetration welds.

<b>Masonry Construction</b>
1. Observe the consistency of site-prepared mortar; placement of masonry units and the construction of mortar joints and location of reinforcement and connectors.
2. Observe placement of grout.
3. Observe construction of structural elements; to verify proper size, grade and type of reinforcement and protection of masonry during cold weather or hot weather.
4. Observe construction to verify type, size grade and location of anchors.
5. Observe preparation of required grout specimens and/or mortar specimens.

<b>Bituminous Pavements</b>
1. Observe Asphalt/ DGA placement, roller patterns, density of the Asphalt, DGA, temperature and thickness verifications



The services include the preparation and distribution of reports associated with the field and laboratory services. Should unanticipated services be required that have not been quoted, these will be performed at mutually agreed prices. **This Cost Estimate does not include any Cost Estimate for Trench Refill, BMP Observation. If needed these services can be performed at L.E. Gregg's Unit Rate Cost. If unsuitable conditions are found and require remediation, this cost can be performed as per L.E. Gregg's Unit Rate Sheet**

#### **SCHEDULING**

L.E. Gregg will provide personnel for this project at the request of your representatives. L.E. Gregg requires a 24-hour notice prior to providing on-call personnel to enable work to be scheduled efficiently. L.E. Gregg's contact person for scheduling is Ms. Michelle Pennington at 859-252-7558.

#### **AUTHORIZATION**

Please refer to the attached document for L.E. Gregg's terms and conditions.

If this proposal and the terms and conditions meet with your approval, please so indicate by signing and returning one (1) copy to L.E. Gregg's office. This will act as authorization to proceed with personnel and equipment in accordance with your request and time schedule. Also, signature on the acceptance as a representative of the company indicates that you and the authorizing company are responsible for payment in full for the services rendered.

If you have any questions concerning this proposal, please feel free to contact us. We look forward to working with you on this project.

Respectfully,

L.E. Gregg Associates



Jeff Clark  
Project Manager



Jason Ainslie, P.E.  
President

**The Lump Sum Cost Estimate for this project is \$23,500.60 Dollars. This Estimate is based off of the provided Specifications and plans.**

<b>Lump Sum</b>	
<b>Technician Time</b>	<b>\$16,800.00</b>
Concrete Cylinder pickup—4 trips @ 5hr./trip @ \$45.00/hr.	\$900.00
Concrete / Foundations / Walls – 14/8hr. days @ \$45.00/hr.	\$5,040.00
Concrete Slabs – 4/8hr. days. @ \$45.00/hr.	\$1,440.00
Floor Flatness/Levelness—1 test @ \$250.00/test	\$250.00
Site Concrete—6/7 hr. days @ \$45.00/hr.	\$1,890.00
Soils / Asphalt – 2/8 hr. days @ \$45.00 /hr.	\$720.00
Nuclear Gauge Equipment Fee – 2 days @ \$50.00/day	\$100.00
<del>Masonry – 4/7 hr. Days @ \$45.00/hr.</del>	<del>\$1,260.00</del>
Certified Welding – 6/8 hr. days @ \$70.00/hr.	\$3,360.00
Overtime CWI—2/ 4 hr. days @ \$105.00/hr.	\$840.00
UT Testing—1 trip a \$1,000.00/trip	\$1,000.00
<b>Laboratory Testing</b>	<b>\$2,240.00</b>
Concrete cylinders – 24 sets @ \$55.00/set	\$1,320.00
<del>Grout Prisms – 4 sets @ \$100.00/set</del>	<del>\$400.00</del>
<del>Non Shrink Grout – 1 sets @ \$120.00/set</del>	<del>\$120.00</del>
<del>CMU Block Verification – 1 sets @ \$400.00/set</del>	<del>\$400.00</del>
<b>Professional Services</b>	<b>\$4,460.60</b>
Principal Engineer - 3 hours @ \$120.00/hr.	\$360.00
Project Engineer – 3 hours @ \$85.00/hr.	\$255.00
Project Manager - 6 hours at \$70.00/hr.	\$420.00
Clerical- 2 hr. @ \$40/hr.	\$80.00
Travel Charges - 41 trips @ 136 miles R/T @ \$0.60 /mile	\$3,345.00
<b>Lump Sum:</b>	<b>\$23,500.60</b>

**minus the masonry testing items crossed out = \$21,320.60**

Based upon the anticipated duration of the project, invoices will be submitted at the first of each month for the services performed during that period.

Attachments: Unit Fee Schedule  
Proposal Acceptance Sheet  
Terms and Conditions

**PROPOSAL ACCEPTANCE AND AUTHORIZATION TO PROCEED**

**Prepared for: Lawrence County Public Library**

**Project: Lawrence County Library Addition/Renovation**

**Cost Estimate: \$23,500.60 Dollars**

COMPANY: \_\_\_\_\_

SIGNED: \_\_\_\_\_

PRINT NAME  
& TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_





### 2019 Unit Rate Schedule

<u>Professional Services</u>	<u>Unit Rate</u>
<b>Geotechnical Technician</b> , concrete testing, soil testing and masonry inspections, portal to portal, regular time, per hour.....	\$ 45.00*
<b>Senior Geotechnical Technician</b> , concrete testing, soil testing and masonry inspections, portal to portal, regular time, per hour.....	\$ 60.00
<b>Structural Steel/Certified Welding Inspector</b> , as required by the building code, portal to portal, regular time, per hour .....	\$ 70.00
<b>Certified Firestop Inspector</b> , as required by the building code, portal to portal, regular time, per hour .....	\$ 80.00
<b>Clerical</b> , per hour .....	\$ 40.00
<b>Project Manager</b> , per hour .....	\$ 70.00
<b>Senior Project Manager</b> , per hour.....	\$ 100.00
<b>Project Engineer or Project Geologist</b> , per hour.....	\$ 85.00
<b>Principal Engineer</b> , per hour.....	\$ 120.00
<b>Overtime</b> (To be billed at 1.5 times the unit rates quoted above for any time in excess of 8hrs/day, weekend, or holiday work) .....	1.5 x unit rate

\* 3 Hour minimum may apply

<u>Lab Fees, Transportation, and Expenses</u>	<u>Unit Rate</u>
Mileage Charge* .....	\$ 0.60 /mile
*Travel time will be billed in addition to mileage charges at the applicable unit rate listed above	
Per Diem (If overnight stay is required) .....	\$ 190.00
Compressive Strength Concrete Cylinders, each.....	\$ 11.00
Compressive Strength Concrete Cylinders, by others, each.....	\$ 16.00
Compressive Strength Grout 4x8 Prisms, each.....	\$ 25.00
Compressive Strength Mortar Cubes, each.....	\$ 20.00
Moisture Content of Soils and Visual/Manual Classification, each .....	\$ 12.00
Atterberg Limits (LL, PL, and PI), each.....	\$ 60.00
Particle Size Analysis of Soil Suite, includes 3 items below,.....	\$ 140.00
1. Washed Sieve Analysis .....	\$ 45.00
2. Hydrometer.....	\$ 45.00
3. Specific Gravity.....	\$ 50.00
Soils Finer than #200 .....	\$ 45.00
Floor Flatness Profiler Equipment (Actual Cost plus 15 percent)	
Infrared Camera Thermal Imaging Equipment Fee plus Engineer On-Site Time.....	\$ 600.00
Standard Proctor .....	\$ 130.00
Modified Proctor.....	\$ 145.00
CBR, two points .....	\$ 200.00
Coring Machine Rental, per day (Actual Cost plus 15%) .....	
Nuclear Density Gauge, for Compaction Testing, per day.....	\$ 50.00

Effective March 25, 2017



## TERMS AND CONDITIONS

### 1. SCOPE OF WORK

L.E. Gregg Associates (L.E. Gregg) shall perform the services defined in the attached proposal at the rates stated in the proposal or the attached fee schedule. Any estimate of time and materials shall not be considered as a fixed price, but only an estimate (unless otherwise specifically stated in this contract). L.E. GREGG will provide additional services at the listed standard rates. This offer will be valid for ninety (90) days unless otherwise stated. Upon acceptance, this proposal and associated terms and conditions shall become the contract.

### 2. RIGHT OF ENTRY

Client grants to L.E. GREGG the right of entry to the project site by its employees, agents, and subcontractors, to perform the service and represents that it has obtained the needed permits and licenses for the proposed work. If client does not own the site, Client warrants and represents to L.E. GREGG that it has the authority and permission of the owner and occupant of the site to grant right of entry to L.E. GREGG.

### 3. PAYMENT TERMS

L.E. GREGG will submit invoices to the Client throughout the project and a final invoice upon completion of services.

### 4. STANDARD OF CARE

The services shall be performed in accordance with generally accepted industry principles and practices, consistent with a level of care and skill ordinarily practiced by reputable members of the profession currently providing similar services under similar circumstances. Except as set forth herein, L.E. GREGG makes no other representation, guarantee, or warranty, express or implied, in fact or by law, whether any merchantability, fitness for any particular purpose or otherwise concerning any of the services which may be furnished by L.E. GREGG to Client. Client agrees to give L.E. GREGG written notice of any breach or default under this section and to give L.E. GREGG a reasonable opportunity to cure such breach or default, without the payment of additional fees to L.E. GREGG, as condition precedent to any claim for damages.

### 5. INSURANCE AND GENERAL LIABILITY

L.E. GREGG maintains Workers' Compensation and Employers' Liability Insurance in compliance with the laws of the state having jurisdiction over the individual employee. L.E. GREGG has insurance coverage under general liability, property damage, and professional liability, which L.E. GREGG deems to be adequate. Certificates for such policies of insurance shall be provided to Client upon request. L.E. GREGG may provide

additional insurance coverage beyond stated limits at the Client's request and expense.

### 6. RISK ALLOCATION

Due to the very limited benefit L.E. GREGG will derive from this project compared to that of other parties involved, including the Client, Client agrees to limit L.E. GREGG'S liability to Client or any other party using or relying on L.E. GREGG'S work with respect to any acts or omissions including, but not limited to, breach of this contract, breach of warranty, negligence, alleged defects in L.E. GREGG'S performance, or other legal theory such that the total aggregate liability of L.E. GREGG to all those named shall not exceed a maximum limit of \$25,000 or L.E. GREGG'S project fee for the services rendered on this project, whichever is less.

### 7. TERMINATION

Either party may suspend performance immediately upon becoming aware of a breach of the terms of this contract by the other party and provide notice of its intention to terminate. In the event L.E. GREGG determines there may be a significant risk that L.E. GREGG'S fees may not be paid on a timely basis, L.E. GREGG may suspend performance and/or retain any reports, work products, or other information until Client provides L.E. GREGG with adequate assurances of payment. The filing of a voluntary or involuntary bankruptcy petition, appointment of a receiver, assignment for the benefit of creditors or other similar act of insolvency shall constitute a breach. Termination will become effective seven (7) calendar days after receipt of notice by the breaching party unless the event(s) giving rise to the breach are remedied within the timeframe or the party seeking termination revokes its notice. Either party, without cause, may terminate this contract upon providing ten (10) calendar days written notice to the other party.

### 8. ASSIGNS

This contract may be amended by written instrument, e-mail confirmation, or written confirmation of a verbal agreement, acknowledged or signed by both parties. Client shall not assign this proposal or any reports or information generated as a result of contracted services pursuant to this proposal without written consent of L.E. GREGG.

### 9. SAFETY

L.E. GREGG'S responsibility for safety on site shall be limited to its own personnel, subcontractors, and any individuals who are directly involved with L.E. GREGG'S work on site. This shall not be construed to relieve the Client or any of its contractors from their responsibilities for maintaining a safe jobsite. Neither the professional activities of L.E. GREGG, nor the presence of L.E. GREGG'S employees and its subcontractors shall be construed to imply that L.E. GREGG has any responsibility for any activities on the site, which are performed by personnel other than L.E. GREGG'S employees or subcontractors.

### 10. CONFLICTS



Should any element of the Terms and Conditions be deemed in conflict with any element of the proposal/contract, unless the proposal/contract clearly voids the conflicting element in the Terms and Conditions, wording of the Terms and Conditions shall govern. Any element of this agreement later held to violate a law or regulation shall be deemed void, but all remaining provisions shall continue in force. The Terms and Conditions set forth herein shall survive the termination of this contract. No action, legal or otherwise, may be brought against *L.E. GREGG* arising from its performance of services under this contract, whether for breach of contract, tort, or otherwise, unless *L.E. GREGG* shall have received within two (2) years after completion of services under this contract a written notice specifying the alleged defects in *L.E. GREGG*'s performance or other breach.

#### **11. CONSEQUENTIAL DAMAGES**

In no event shall either party be liable to the other party for any consequential, incidental, or indirect damages including, though not limited to, loss of income, loss of profits, loss or restriction of use of property, or any other business losses regardless as to whether such damages are caused by breach of contract or warranty, negligent acts or omissions, or other wrongful acts.

#### **12. DELAYS IN WORK**

*L.E. GREGG* will charge the Client at standard rates for stand-by or non-productive time for delays in *L.E. GREGG*'S work caused by the Client or Client's contractors unless otherwise specifically provided for in the contract.

#### **13. SAMPLING OR TEST LOCATION(S)**

Unless otherwise stated, the fees in this proposal do not include costs associated with surveying of the site for accurate horizontal and vertical locations of tests or samples which, when referenced in *L.E. GREGG*'S report, are based on information furnished by others and/or estimates made by *L.E. GREGG*'S personnel and are only considered approximations, unless otherwise stated. *L.E. GREGG* may deviate a reasonable distance from any test or sampling location as specified by the Client. If, in order to complete a given soil boring to its designated depth, relocating the soil sampling location and associated sampling method is necessitated by encountering impenetrable subsurface objects, all work, including the original work performed, will be charged for at the appropriate rates in the fee schedule.

Client recognizes that project site conditions may vary from those encountered at the locations where the borings, surveys, sampling, monitoring, or explorations are made by *L.E. GREGG* and its subcontractors, and that the data interpretations and recommendations of *L.E. GREGG*'S and its subcontractors are based solely on the information available to them. *L.E. GREGG* will only be responsible for data, interpretations, and recommendations based on information obtained from the locations sampled, monitored, and explored by *L.E. GREGG* and its subcontractors, but shall not be responsible for the

interpretations by others of the information obtained and reported.

#### **14. DISPUTE RESOLUTION**

Any claim or dispute made against *L.E. GREGG* for inadequate, negligent, or improper performance of services by *L.E. GREGG* pursuant to this contract must be resolved by negotiation or mediation. Any party to this contract may demand that any such disputes be resolved by negotiation or mediation, unless the parties mutually agree otherwise. The Client and *L.E. GREGG* further agree to include similar dispute resolution provisions in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include similar dispute resolution provisions in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for negotiation or mediation as the primary method for dispute resolution between the parties to those agreements.

#### **15. FAILURE TO FOLLOW RECOMMENDATIONS**

Client will not hold *L.E. GREGG* or its subcontractors liable for any consequential, incidental, or indirect damages or business losses that may occur based on, or which may result from *L.E. GREGG*'S or its subcontractors' recommendations. Client waives any claim against *L.E. GREGG* and agrees to defend, indemnify, and hold *L.E. GREGG* harmless from any claim, liability for injury, or business loss that results from *L.E. GREGG*'S recommendations.

#### **16. FORCE MAJEURE**

Neither Client nor *L.E. GREGG* shall hold the other responsible for damages or delays in performance caused by events beyond the control of the other party and which could not reasonably have been anticipated or prevented, including but not limited to, acts of God, materially different site conditions, wars, riots, rebellions, sabotage, fires, explosions, accidents, floods, strikes or other conceded acts of workers, lockouts, or changes in laws, regulations, or ordinances. The party intending to invoke force majeure shall provide prompt notice to the other party.

#### **17. RIGHT TO STOP OR DIRECT WORK**

Since *L.E. GREGG*'S duties and services are limited to the scope of work proposed and contracted with the Client to perform, *L.E. GREGG* shall not under any circumstances give a stop-work order or direct work, either for quality, safety or any other reason, unless directed solely to *L.E. GREGG* personnel or its subcontractors' personnel. Neither shall *L.E. GREGG* be responsible for the possible consequences of not issuing a stop-work order. *L.E. GREGG* will only report to Client regarding the quality of the work *L.E. GREGG* has performed, or been contracted to observe and monitor.

#### **18. FIELD MONITORING AND CONTROL**



L.E. GREGG shall not, except for its own services and for services it subcontracts, specify project site procedures, manage or supervise project work, implement or be responsible for project site health and safety procedures. L.E. GREGG shall not be responsible for the acts or omissions of other parties on the project site and shall not have control or charge of and not be responsible, without limitation, for project means, methods, techniques, sequences, or procedures. L.E. GREGG'S project services shall not relieve any other parties from their responsibility for performing work in accordance with applicable plans, specifications, safety requirements, laws, and regulations. L.E. GREGG'S proposed and contracted monitoring and testing services are limited to its proposed and contracted scope of work and does not imply or warrant that L.E. GREGG is responsible for observing all activities and personnel at the project site. If L.E. GREGG is not retained to monitor environmental remediation, mitigation, or abatement activities, Client waives any claim against L.E. GREGG and agrees to indemnify, defend, and hold L.E. GREGG harmless for any claim or liability for injury or business loss resulting from remediation, mitigation, or abatement activities

The words "supervision", "inspection", or "control", if used in connection with L.E. GREGG's work, are only intended to mean periodic observation or monitoring of the project work as outlined in L.E. GREGG'S proposed and contracted scope of work.

#### **19. RETESTING AND RE-MONITORING**

L.E. GREGG is only obligated to monitor and test in accordance with applicable and agreed upon standards and methods. In the event L.E. GREGG's monitoring and/or testing discloses deficiencies in the project's work, and which consequently will require corrections, L.E. GREGG will retest or re-monitor the corrected work as required by the plans and specifications or as directed by the Client; however, all such retesting or re-monitoring shall be additional work and shall be paid for by Client at the agreed upon rates in this contract.

#### **20. SITE WORK**

L.E. GREGG will take reasonable precautions to avoid any damage to the project site from the activities of its personnel, subcontractors, or equipment. Any damage caused by L.E. GREGG'S negligence will be restored at L.E. GREGG'S expense; however, unavoidable damage caused in the execution of the project work such as tire rutting, cutting and splicing of fences, removal of potential asbestos containing materials (ACM), drilling through pavements, cutting of brush and trees, coring through pavements, etc., will not be restored unless otherwise stated in the contract.

#### **21. UTILITIES**

In the execution of any subsurface exploration, L.E. GREGG will take reasonable precautions to avoid damage to subterranean structures or utilities of which L.E. GREGG has received notification; however, it is the Client's responsibility to mark or furnish the locations of all

underground, manmade obstructions or utilities. Client shall indemnify, defend, and hold harmless L.E. GREGG from and against any claims, losses, or damages incurred or asserted against L.E. GREGG related to Client's failure to mark, protect, inform, or advise L.E. GREGG of underground structures or utilities, unless stated in our contracted scope of services.

#### **22. SAMPLES**

L.E. GREGG and its subcontractors will retain any soil, rock, water, or material samples obtained in the performance of its contracted scope of work for a period not to exceed thirty (30) days after submitting L.E. GREGG'S report or findings. Further storage or transfer of samples and materials obtained from the contracted scope of L.E. GREGG'S work can be made at the Client's expense upon written request.

#### **23. ROOF CUTS**

If roof cuts are authorized by the Client in L.E. GREGG'S contracted scope of work, it is the responsibility of Client to make the appropriate repairs to these roof cuts using materials consistent with the roofing system and in accordance with any existing material manufacturer's warranties. If a roofing contractor or maintenance personnel selected by Client is not on the roof to make repairs at the time the samples are obtained, L.E. GREGG may make temporary repairs at the time of sampling and inspection, which may result in additional charges. L.E. GREGG personnel are not certified in roofing repair and, under no circumstances, will be responsible for the adequacy and water tightness of the temporary repairs, nor shall L.E. GREGG be responsible for any water damage to the roofing system, building, or its contents resulting from L.E. GREGG's temporary repairs.

#### **24. AQUIFER CONTAMINATION**

Client waives any claim against L.E. GREGG, and agrees to hold harmless, defend, and indemnify L.E. GREGG from any claim, business loss, or liability for injury as a result of cross-contamination caused by subsurface drilling and/or sampling unless due to L.E. GREGG'S negligence or willful acts.

#### **25. HAZARDOUS SUBSTANCES**

Client agrees to advise L.E. GREGG, prior to beginning project work, of any hazardous substances on or near the project site known to Client. In the event that test samples obtained during our work contain substances hazardous to health, safety, or the environment, these samples remain the property of Client which also shall pay for all costs connected with decontamination of L.E. GREGG'S or its subcontractors' equipment. Furthermore, any equipment of L.E. GREGG'S or its subcontractors' contaminated during L.E. GREGG's services which cannot be reasonably decontaminated shall become the property and responsibility of Client. Such samples and/or equipment will be delivered to Client. Client agrees to pay transportation costs for samples and equipment, and the fair market value of such contaminated equipment. Client waives any claim against L.E. GREGG and its



subcontractors and agrees to defend, indemnify, and hold harmless L.E. GREGG from any claims, business loss, or liability for injury arising from L.E. GREGG'S failure to detect the presence of hazardous materials, including ACM, through techniques and methods agreed upon in the proposed and contracted scope of work, unless the failure to detect hazardous materials, including ACM, was due to L.E. GREGG'S failure to properly execute the proposed and contracted scope of work set forth in this contract.

## **26. ENVIRONMENTAL PROBLEMS**

L.E. GREGG and its subcontractors' duties and responsibilities are limited to the proposed and contracted scope of work. Any sampling, testing, or monitoring of site conditions or materials related to environmental concerns including hazardous waste, soil, ground water, surface water, ACM, or air pollutants are not part of L.E. GREGG'S responsibilities and duties unless specifically identified in its proposed and contracted scope of work. If it becomes apparent during project site work that undisclosed hazardous materials may be present, project site work will be terminated unless specified in L.E. GREGG'S proposed and contracted scope of project work. Project site work will resume only after renegotiation of the contracted scope of services and fees to cover appropriate environment, health, and safety precautions. L.E. GREGG shall have no responsibility for detecting or dealing with environmental concerns, hazardous waste, soil, ground water, surface water, ACM, or air contamination, should they occur at the project site unless specifically outline in L.E. GREGG'S proposed and contracted scope of work. Client waives any claim against L.E. GREGG and agrees to defend, indemnify, and hold harmless L.E. GREGG from any claim, business loss, or liability for injury that results from the discovery of onsite environmental concerns, hazardous materials, soils, ground water, surface water, ACM, or air contamination.

## **27. ENVIRONMENTAL INDEMNITY**

Client agrees to the maximum extent permitted by law to defend, indemnify, and hold harmless L.E. GREGG and its subcontractors from and against any and all claims and liabilities in connection with toxic or hazardous substances or constituents unless caused by L.E. GREGG'S negligence or willful acts, resulting from Client's violation of any federal, state or local statute, regulation or ordinance relating to the handling, storage or disposal of toxic or hazardous substances or constituents; Client's undertaking of or arranging for the handling, removal, treatment, storage, transportation or disposal of toxic or hazardous substances or constituents found or identified at the site; toxic or hazardous substances or constituents introduced at the site by Client or third persons before or after completion of services herein; allegations that L.E. GREGG or its subcontractors are the handlers generators, operators, treaters or storers, transporters, or disposers under the Resource Conservation and Recovery Act of 1976, Comprehensive Environmental Response, Compensations and Liability Act, or any other similar federal, state or local regulation or law.

L.E. GREGG or its subcontractors have no role in generating, treating, storing, or disposing of any hazardous materials which may be present at the project site, and which at no time become the property of L.E. GREGG or its subcontractors, unless specifically identified in the proposed and contracted scope of work. Client shall evaluate and select proper disposal site for treatment or disposal of its hazardous materials (to include test samples collected to determine the characteristics of the samples), shall select the method of transportation, and shall be solely responsible therefore. Any arrangements for the treatment, storage, transport, or disposal of any hazardous materials that are made at the direction and expense of Client and to be conducted or completed by L.E. GREGG shall be construed as being made solely and exclusively on Client's behalf for Client's benefit, and Client shall defend, indemnify, and hold harmless L.E. GREGG from and against any and all claims, damages, business losses, liability of injury, and expenses, including reasonable attorney's fees, which arise out of any release, threatened release, transportation, or disposal of hazardous materials, unless caused by the negligence or willful acts of L.E. GREGG during the execution of its proposed and contracted scope of work.

## **28. OWNERSHIP OF DOCUMENTS**

Client agrees that all original documents and drawings produced by L.E. GREGG in accordance with this agreement, except documents, which are required to be filed with public agencies, shall remain the property of L.E. GREGG. Client agrees to be liable and responsible for the use of unsigned plans, drawings, or other documents not signed by L.E. GREGG, and waives liability against L.E. GREGG for their use. Further, client agrees to waive any claim against L.E. GREGG and to indemnify, defend, and hold harmless L.E. GREGG from any and all claims arising out of any use, not authorized in writing by L.E. GREGG, of these documents by third parties not related to this agreement.

## **29. PUBLIC RESPONSIBILITY**

Client shall be responsible for reporting to appropriate governmental and licensing agencies with respect to any legal or regulatory requirements, code violations, or hazardous substances detected on site. If Client disregards L.E. GREGG'S and its subcontractors' recommendations for reporting or public health and safety, Client waives any claim against L.E. GREGG and its subcontractors and agrees to defend, indemnify, and hold harmless L.E. GREGG and its subcontractors from any claim, business loss, liability for injury, or loss arising from disregarding L.E. GREGG'S or its subcontractors' recommendations of reporting.

<b>Mar-19</b>	<b>Current Year</b>	<b>Last Year</b>
<b>Total Programs</b>	<b>156</b>	223
<b>Total Attendance</b>	<b>3876</b>	9204
<b>Infant and Toddler Programs</b>	<b>0</b>	3
<b>Infant and Toddler Attendance</b>	<b>0</b>	124
<b>Total Preschool Programs</b>	<b>39</b>	38
<b>Total Preschool Attendance</b>	<b>531</b>	1144
<b>Total Elementary Programs</b>	<b>65</b>	113
<b>Total Elementary Attendance</b>	<b>1308</b>	2586
<b>Total Teen Programs</b>	<b>12</b>	19
<b>Total Teen Attendance</b>	<b>169</b>	406
<b>Total Adult Programs</b>	<b>35</b>	39
<b>Total Adult Attendance</b>	<b>508</b>	1159
<b>Total Multi Age Programs</b>	<b>5</b>	11
<b>Total Multi Age Attendance</b>	<b>1360</b>	3785
<b>In House</b>		
<b>Inhouse total programs</b>	<b>19</b>	55
<b>inhouse total Attendance</b>	<b>1660</b>	4605
<b>School Liaison</b>		
<b>Programs</b>	<b>79</b>	102
<b>Attendance</b>	<b>1698</b>	3501
<b>Outreach (non BKM)</b>		
<b>Programs</b>	<b>45</b>	
<b>Attendance</b>	<b>518</b>	
<b>Bookmobile</b>		
<b>Programs</b>	<b>0</b>	66
<b>Attenance</b>	<b>0</b>	1098
<b>Door Count</b>	<b>1449</b>	3637





## **MINUTES**

### **Regularly Scheduled Board Meeting**

**Date/Time:** April 11, 2019 / 6:00 p.m.

**Board of Trustees Present:** Dina Chaffin, George Oberlick, Kim Burchett, Cathi Wells

**Others Present:** Carlie Pelfrey, Tiffany Reynolds, Heath Preston

AGENDA ITEMS		MINUTES
1. March Minutes		George motion. Cathi second. All in favor.
2. February Minutes		George motion. Kim second. All in favor.
3. 2019-2020 Budget Draft		Cathi motion. Kim second. All in favor.
4. Construction Project Update <ul style="list-style-type: none"> <li>• Heath Preston</li> </ul>		Codell contract: George motion. Cathi second. All in favor. Elliott contract: Kim motion. Cathi second. All in favor.
5. Staff evaluations		Will present next month.
6. Public Comment		Tiffany from KDLA presented April monthly report. No other public present.

### **Notes:**

- The next board meeting is scheduled for Thursday, May 9, 2019 @ 6:00 p.m.

Rival C. Chaffin

President

6/14/19

Date

Henry J. Deeluck

Secretary

5-14-19

Date



<b>Apr-19</b>	<b>2019</b>	<b>2018</b>
<b>Total Programs</b>	<b>150</b>	<b>152</b>
<b>Total Attendance</b>	<b>10,000</b>	<b>8066</b>
<b>Infant and Toddler Programs</b>	<b>1</b>	<b>3</b>
<b>Infant and Toddler Attendance</b>	<b>22</b>	<b>111</b>
<b>Total Preschool Programs</b>	<b>30</b>	<b>27</b>
<b>Total Preschool Attendance</b>	<b>842</b>	<b>446</b>
<b>Total Elementary Programs</b>	<b>63</b>	<b>57</b>
<b>Total Elementary Attendance</b>	<b>2361</b>	<b>1214</b>
<b>Total Teen Programs</b>	<b>16</b>	<b>11</b>
<b>Total Teen Attendance</b>	<b>1,110</b>	<b>226</b>
<b>Total Adult Programs</b>	<b>26</b>	<b>28</b>
<b>Total Adult Attendance</b>	<b>919</b>	<b>932</b>
<b>Total Multi Age Programs</b>	<b>14</b>	<b>26</b>
<b>Total Multi Age Attendance</b>	<b>4,746</b>	<b>5377</b>
<b>In House</b>		
<b>Inhouse total programs</b>	<b>67</b>	<b>48</b>
<b>inhouse total Attendance</b>	<b>4669</b>	<b>2565</b>
<b>School Liaison</b>		
<b>Programs</b>	<b>67</b>	<b>65</b>
<b>Attendance</b>	<b>4733</b>	<b>4758</b>
<b>Outreach (non BKM)</b>		
<b>Programs</b>	<b>38</b>	<b>39</b>
<b>Attendance</b>	<b>598</b>	<b>743</b>
<b>Bookmobile</b>		
<b>Programs</b>	<b>0</b>	<b>0</b>
<b>Attenance</b>	<b>0</b>	<b>0</b>
<b>Door Count</b>		



**May 14, 2019**  
**Special Scheduled Board Meeting**

**Date/Time:** May 14, 2019 / 6:00 p.m.

**Board of Trustees Present:** Dina Chaffin, George Oberlick, Cathi Wells

**Others Present:** Carlie Pelfrey, Heath Preston

AGENDA ITEMS		MINUTES
1. April Minutes		George Oberlick motion. Cathi Wells second. All in favor.
2. March Financials		Cathi Wells motion. George Oberlick second. All in favor.
3. Heath Preston – Construction Update		Parking issues during demo. Will need to close during demo. HVAC system concerns. Safety/more fencing ordered. Walk-thru site.
4. Health Insurance		Cathi Wells motion. George Oberlick second. All in favor.
5. Employee Evaluations		Tabled until June meeting.
6. Public Comment		No public.

**Notes:**

- The next board meeting is scheduled for Thursday June 13, 2019 @ 6:00 p.m.

Geary J. Deibel  
President

6-13-2019  
Date

Ann's Pouchard  
Secretary

6/13/19  
Date



**May 23, 2019**  
**Special Scheduled Board Meeting**

**Date/Time:** May 23, 2019 / 2:00 p.m.

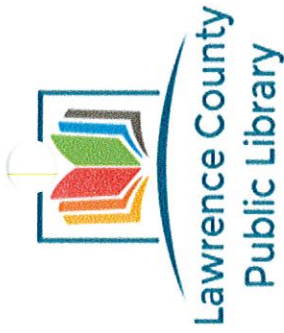
**Board of Trustees Present:** Dina Chaffin, George Oberlick, Cathi Wells, Kim Burchett

**Others Present:** Carlie Pelfrey

AGENDA ITEMS		MINUTES
1. Trustee Nominations: Dina Chaffin & John Osborne		George Oberlick motion. Cathi Wells second. All in favor.
Public Comment <i>Dina Chaffin</i>	<i>George Oberlick</i>	No comment
President		<i>6-19-2019</i> Date
<i>Kim Burchett</i>		<i>6-19-19</i> Date
Secretary		



<b>May-19</b>	<b>2019</b>	<b>2018 (Last Year)</b>
<b>Total Programs</b>	<b>122</b>	<b>109</b>
<b>Total Attendance</b>	<b>4364</b>	<b>5168</b>
<b>Infant and Toddler Programs</b>	<b>0</b>	<b>3</b>
<b>Infant and Toddler Attendance</b>	<b>0</b>	<b>130</b>
<b>Total Preschool Programs</b>	<b>17</b>	<b>13</b>
<b>Total Preschool Attendance</b>	<b>579</b>	<b>520</b>
<b>Total Elementary Programs</b>	<b>39</b>	<b>55</b>
<b>Total Elementary Attendance</b>	<b>928</b>	<b>1533</b>
<b>Total Teen Programs</b>	<b>12</b>	<b>8</b>
<b>Total Teen Attendance</b>	<b>235</b>	<b>228</b>
<b>Total Adult Programs</b>	<b>28</b>	<b>20</b>
<b>Total Adult Attendance</b>	<b>728</b>	<b>1065</b>
<b>Total Multi Age Programs</b>	<b>26</b>	<b>10</b>
<b>Total Multi Age Attendance</b>	<b>1894</b>	<b>1647</b>
<b>In House</b>		
<b>Inhouse total programs</b>	<b>26</b>	<b>56</b>
<b>inhouse total Attendance</b>	<b>1702</b>	<b>3526</b>
<b>School Liaison</b>		
<b>Programs</b>	<b>62</b>	<b>48</b>
<b>Attendance</b>	<b>2052</b>	<b>1323</b>
<b>Outreach (non BKM)</b>		
<b>Programs</b>	<b>34</b>	<b>5</b>
<b>Attendance</b>	<b>387</b>	<b>319</b>
<b>Bookmobile</b>		
<b>Programs</b>		
<b>Attenance</b>		
<b>Door Count</b>	<b>not avalible</b>	



**June 13, 2019**  
**Regularly Scheduled Board Meeting**

**Date/Time:** June 13, 2019 / 6:00 p.m.

**Board of Trustees Present:** Dina Chaffin, George Oberlick, Kim Burchett, Cathi Wells

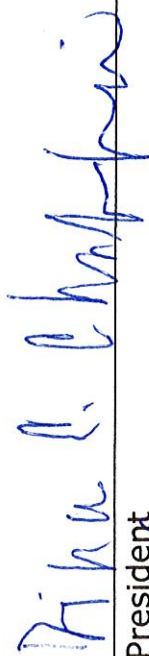



**Others Present:** Carlie Pelfrey

AGENDA ITEMS		MINUTES
1. May 14 and May 20 Minutes		Kim Burchett motion. Cathi Wells second. All in favor.
2. April Financials		Kim Burchett motion. Cathi Wells second. All in favor.
3. Heath Preston – Construction Update		Minimum 30 more closed days during Phase 1. Main electrical box must be moved. Structural issues from the first renovation are being remedied. OPN architect and IMEG engineer to conduct site visit in July.
4. 2019 Closed Days		Employees will be paid on closed days due to construction. If they have already requested benefit time for a closed day they will lose that time. Dina Chaffin motion. Cathi Wells second. All in favor.
5. Employee Evaluations		Tabled until July meeting.

6. Public Comment	No public present.
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**Notes:**

- The next board meeting is scheduled for Thursday, July 11, 2019 @ 6:00 p.m.

 President	 Date
 Secretary	 Date



**June 20, 2019**

**Special Called Board Meeting**

**Date/Time:** June 20, 2019 / 1:00 p.m.

**Board of Trustees Present:** George Oberlick, Kim Burchett, Cathi Wells, Dina Chaffin

**Others Present:** Carlie Pelfrey

AGENDA ITEMS		MINUTES
1. Pillersdorf, DeRossett, & Lane		Motion to approve working with firm. Cathi Wells motion. George Oberlick second. All in favor.
2. Public Comment		No public present.
<u>Dina L. Chaffin</u> President	<u>7/12/19</u> Date	
<u>George Oberlick</u> Secretary	<u>7-11-19</u> Date	