

**MINUTES OF THE PROPERTY & EXTENSION COMMITTEE
PORTSMOUTH PUBLIC LIBRARY BOARD OF TRUSTEES
August 16, 2022**

The Property & Extension Committee of the Portsmouth Public Library met in an official committee meeting on this date at 11:34 a.m. to discuss the South Webster branch stonework repair MOU, the Lucasville Erosion Project, and the Property and Vehicle Insurance Renewal. The following committee members were present: Mr. Ryan Salmons, Member; and Ms. Ruthann Brush, Chair (arrived at 11:37). Mrs. Tamela Moore-Morton, President of the Board; and Dr. Charles Kemp, Vice-President of the Board, were also in attendance. Mr. Ryan Salmons called the meeting to order. Representing the library were Paige Williams, Director; Dylan Markins, Fiscal Officer; Linda Berry, Deputy Director; and Keely Woloschek, Deputy Fiscal Officer. The following visitors were present: Katie Williams, Russell Porter, and Opal Porter.

The committee reviewed and recommends to the full board the following:

1. South Webster branch Stonework Repair

**MEMORANDUM OF UNDERSTANDING
AND AGREEMENT BETWEEN
PORTSMOUTH PUBLIC LIBRARY
AND
STOCKMEISTER ENTERPRISES, INC.**

THIS MEMORANDUM AND AGREEMENT made this ____ day of _____, 2022 by and between the **Portsmouth Public Library**, hereinafter referred to as "Library," and **Stockmeister Enterprises, Inc.**, hereinafter referred to as "Contractor" collectively referred to herein as "the Parties," for the correction of the defective repairs made to the renovations of the South Webster Branch of the Portsmouth Public Library located at 496 Webster Street, South Webster, Ohio 45682, hereinafter referred to as "the project."

WHEREAS, the Parties entered into a contractual agreement for the renovations to the South Webster Branch of the Portsmouth Public Library; and

WHEREAS, the stonework installed as part of the project began to fall off of the exterior or became loose allowing the stone to be removed from the wall of the project even before the renovations were completed; and

WHEREAS, in November, 2019, Contractor attempted to make repairs to a small area of the stonework using a process referred to as "tuck and point"; and

WHEREAS, the Library was not satisfied with the repair work due to the stone re-installed using the "tuck and point" process was again falling from the exterior of the building and the area where the "tuck and point" process was used had a sloppy appearance; and

WHEREAS, Randy Mullins, hereinafter referred to as "Architect", contacted the stone manufacturer whose investigation of stonework found that a poor bond was realized on the project due to poor mortar quality resulting in numerous voids between the mortar and stone surfaces; and

WHEREAS, on September 25, 2020 the Library issued a written Notice of Defective Work to the Contractor; and

WHEREAS, as a result of the September 25, 2020 written Notice of Defective Work, on April 20, 2021, the Parties entered into a Memorandum of Understanding and Agreement to repair the defective stonework; and

WHEREAS, Contractor began the repairs of the defective stonework in October, 2021 working sporadically until December, 2021 when Contractor left the project site without completing the repairs to the defective stonework in accordance with the April 20, 2021 Memorandum of Understanding and Agreement; and

WHEREAS, in February, 2022, the Architect inspected the project and discovered that the Contractor had not completed the repairs of the defective stonework; and

WHEREAS, the Architect's inspection also revealed that the stone installed as part of the repair of the defective stonework was installed with mortar smeared on the stone surface outside of the jointing area in multiple locations having a sloppy appearance; and

WHEREAS, the Library issued a second written Notice of Defective Work to the Contractor on March 25, 2022; and

WHEREAS, as a result of the Notice of Defective Work, Contractor cleaned the stonework installed as part of the repair to the defective stonework in an effort to remove the mortar smeared on the stone surface outside of the jointing areas and to beautify the appearance of the stonework; and

WHEREAS, Representatives of each Party met at the project site where the Contractor inspected the cleaned areas of the stone installed as part of the repair to the defective stonework and discovered that the mortar smeared on the stone surface outside of the jointing areas could not be removed; and

WHEREAS, the Contractor agreed that the mortar color utilized in making the repairs to the defective stonework that had been selected by the Contractor for the project was visually displeasing when used with the manufactured stone veneer selected to use in making the repairs to the defective stonework; and

WHEREAS, as a result of the Contractor's inspection of the repairs of the defective stonework, the Contractor agreed it was necessary to remove the entire manufactured stone system down to the plywood wall sheathing, and install the new manufactured stone veneer to the satisfaction of the Library; and

WHEREAS, the Contractor agreed to order, at no additional cost to the Library, all additional manufactured stone veneer necessary to supplement and account for the stone veneer that was used in making the repairs to the defective stonework that would have to be removed as part of repairing the repairs to the defective work; and

WHEREAS, the Contractor also agreed to order a light colored mortar that is visually pleasing and that is suitable for use with the selected manufactured stone veneer to use in repairing the repairs to the defective stonework at no expense to the Library; and

WHEREAS, the Parties have entered into an Agreement for the repair of the repairs to the defective stonework;

NOW THEREFORE, in consideration of the premises and the agreements herein, the parties agree as follows:

1. The terms and obligations contained within the Contract for the renovations to the South Webster Branch of the Portsmouth Public Library and the April 20, 2021 Memorandum of Understanding and Agreement for the repairs to the defective stonework are incorporated herein as if fully rewritten herein.
2. Contractor shall procure, at the sole expense of the Contractor, any and all additional manufactured stone veneer that is necessary to supplement the manufactured stone veneer needed to repair the defective stonework installed.
3. Contractor shall procure, at the sole expense of the Contractor, any and all mortar suitable for use with the selected manufactured stone veneer that is needed to repair the defective stonework installed.
4. Contractor shall procure, at the sole expense of the Contractor, any and all additional materials required to complete the repairs to the defective stonework and to complete the renovations to the South Webster Branch of the Portsmouth Public Library.

5. Contractor shall tear off all the stonework installed as part of the project and as part of the repairs to the defective stonework installed.
6. Contractor shall remove all materials on the project area down to the plywood.
7. Contractor shall install all new stonework with Dutch Quality stones.
8. Contractor shall be responsible for all damages and costs associated with the completion of the repairs of the defective repairs of the renovations to the project.
9. Contractor shall provide a two (2) year warranty of all work completed at the project in accordance with this MOU in addition to the warranty provided pursuant to the original Contract between the parties after completion of the repairs and final acceptance of the project by the Library.
 - a. Contractor warrants that all materials and equipment furnished under the Contract and this MOU shall be new and of good quality unless otherwise required or permitted by Library.
 - b. Contractor warrants that the work shall be free from defects not inherent in the quality required or permitted.
 - c. Contractor warrants that the work shall conform to the requirements of the Contract, the April 20, 2021 Memorandum of Understanding, and this MOU.
 - d. Work not conforming to the requirements of the Contract, the April 20, 2021 Memorandum of Understanding, and this MOU may be considered defective work.
 - e. Contractor shall furnish satisfactory evidence of the kind and quality of materials and equipment upon request of the Architect.
 - f. Contractor's warranty shall include a warranty that the Dutch Quality stones is fit and appropriate for the associated purpose.
 - g. If any work is found to be Defective Work, the Contractor shall correct the defective work promptly, unless the Library has accepted the Defective Work in writing.
10. Contractor shall keep in effect, at its sole expense, commercial general liability insurance for bodily injury and property damage arising out of the use of the property, or cover such liability and property damage by means of membership in a joint self-insurance pool, or by some combination thereof. Contractor shall carry liability limits not less than \$1,000,000.00 per occurrence, \$3,000,000.00 aggregate. Contractor shall provide a copy of said policy to Library. Contractor shall name Portsmouth Public Library as an additional insured upon said policy. Contractor shall maintain Worker's Compensation Coverage in accordance with Ohio Law.
Should any of the above-described insurance policies be cancelled, non-renewed, or be reduced in coverage or limits before the expiration date, Contractor shall provide the Library advance notice of a policy cancellation on the project as soon as practicable. The issuing company shall endeavor to notify the BOARD of the policy cancellation
11. Contractor shall indemnify and hold harmless Library, Scioto County, its elected officials, agents and employees from any and all losses, claims, damages, lawsuits, costs, judgments, expenses and any other liabilities which they may incur as a result of bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, caused in whole or part by the negligent act or omission of the Contractor, any person directly or indirectly employed by any of them or any person for whose acts any of them may be liable. Contractor further agrees to defend Library, Scioto County, its elected officials, agents and employees from any and all losses, claims, damages, lawsuits, costs, judgments, expenses and any other liabilities which they may incur as a result of bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, caused in whole or part by the negligent act or omission of the Contractor, any person directly or indirectly employed by any of them or any person for whose acts any of them may be liable.

12. All representations, indemnity obligations, warranties, guarantees, insurance coverage and necessary continuing obligations under the Contract, the April 20, 2021 Memorandum of Understanding, and this MOU shall survive the final payment, completion and acceptance of the Work, and termination or completion of this MOU.
13. All work completed in accordance with the Contract, the April 20, 2021 Memorandum of Understanding, and this MOU shall be completed on or before December 31, 2022.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the dates in their respective acknowledgements.

Portsmouth Public Library:

Stockmeister Enterprises Inc.

Printed Name: _____
Title: _____
Date: _____

Printed Name: _____
Title: _____
Date: _____

Approved as to form:

Danielle M. Parker-0076479
Assistant Prosecuting Attorney

2. Lucasville Erosion Project (Informational) – Glenn Decker, civil engineer, is researching several options for correcting the creek erosion behind the Lucasville library. Soil testing has been completed and governmental agencies have been notified to determine which agency has the authority over the project. Glenn estimates the project will be able to commence Spring 2023.

3. Property and Vehicle Insurance Renewal

KINDER'S INSURANCE AGENCY, LTD.
223 SOUTH 4TH STREET
P.O. BOX 128
IRONTON OH 45638
(740)532-3323

RAYMOND McCOMAS**INVOICE**

TO: Portsmouth Public Library
C/o Dylan Markins- Fiscal Officer
1220 Gallia Street
Portsmouth OH 45662

RENEWAL PERIOD: 9/04/2020 to 9/04/2023

BILLING PERIOD: 9/04/2022 to 9/04/2023

INSURANCE CO: The Ohio Government Risk Management Plan

DESCRIPTION: Municipal General Liability, Director's & Officer's Wrongful Acts Liability, Employer's Stop Gap Liability, Employee Benefits Liability, Automobile Liability & Phy. Damage, Non-Owned & Hired Automobile Liability, Property, EDP, Blanket Employee Dishonesty Coverage, Crime, Etc...

AMOUNT DUE: \$ 25,721.00

DUE: 9/04/2022

(To be in compliance with Ohio Senate Bill # 5 enacted 3/23/07 and its Documented Acknowledgement for disclosure of agency commissions and brokerage policy fees, we are disclosing that there is an agent's commission as well as a broker's fee on your account. Please sign below to document your acknowledgement. If you have any questions please do not hesitate to call.

x

Authorized Signature



Agent Signature

x

Date



Entity Name:

Portsmouth Public Library

Entity Attestation

The authorized signatory of this application attests to the best of his/her knowledge that statements made in the application, questionnaire and any attachments to the application are true; that no fact, circumstances or situation indicating the probability of a claim or action now known to any public official or employee has not been declared; and it is agreed by all concerned that omission of such information shall exclude any such claim. Signing of this application does not bind the signatory to purchase the insurance, but it is agreed this form shall be the basis of the contract should a policy be issued.

Any person who knowingly and with intent to defraud any insurance company or other person, files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any material fact commits a fraudulent insurance act, which is a crime and subjects such person to criminal penalties.

<input checked="" type="checkbox"/>	Authorized Signatory for Entity	<input checked="" type="checkbox"/>	Date
<input checked="" type="checkbox"/>	Title		Phone Number

**INSURANCE RENEWAL COMPARISON
FOR
PORTSMOUTH PUBLIC LIBRARY - SCIOTO COUNTY**

COVERAGE	OHIO PLAN	OHIO PLAN
		Renewal 9/4/2022- 9/4/2023
<u>General Liability:</u>		
Occurrence Limit	\$ 7,000,000	\$ 7,000,000
Aggregate Limit	\$ 9,000,000	\$ 9,000,000
Personal & Advertising Injury Limit	\$ 7,000,000	\$ 7,000,000
Products-Completed Operations Limit	\$ 7,000,000	\$ 7,000,000
Legal Liability – Property Rented to You	\$ 1,000,000	\$ 1,000,000
Property Medical Payments	\$ 10,000	\$ 10,000
Employee Benefits Liability	\$ 7,000,000	\$ 7,000,000
Employer's Stop Gap Liability	\$ 7,000,000	\$ 7,000,000
Terrorism Liability	Included	Included
Cyber Coverage	\$ 250,000	\$ 250,000
Coverage Form	Occurrence	Occurrence
<u>Public Official's Wrongful Acts Liability:</u>		
Occurrence Limit	\$ 7,000,000	\$ 7,000,000
Aggregate Limit	\$ 9,000,000	\$ 9,000,000
<u>Includes</u> Employment Practices Liability	Yes	Yes
Deductible	\$ 2,500	\$ 2,500
Coverage Form	Occurrence	Occurrence

<u>COVERAGE</u>	<u>OHIO PLAN</u>	<u>OHIO PLAN</u>
		Renewal 9/4/2022- 9/4/2023
<u>Commercial Automobile:</u>		
Number of Owned Vehicles	5	5
Combined Single Limit - Ea. Accident	\$ 7,000,000	\$ 7,000,000
Auto Medical Payments	\$ 5,000	\$ 5,000
Non-Owned & Hired Auto Liability	Included	Included
Fellow Employee Coverage	Included	Included
Valuation of Vehicles	Actual Cash Value	Actual Cash Value
Valuation of Bookmobile	Replacement Cost	Replacement Cost
Comprehensive/Collision Deductible	\$ 500/ \$500	\$ 500/ \$500
Coverage Form	Occurrence	Occurrence
<u>Property:</u>		
Building Limits	\$ 8,598,000	\$ 9,027,900 (Applied 5% Construction guard,
Content Limits	\$ 933,400	\$ 983,020 Increasing Property Limits by \$ 479,520
Library Materials	\$ 3,973,684	\$ 4,172,368 & Library Material Limits by \$ 198,684)
Causes of Loss - Includes Theft	Special	Special
Co-Insurance %/Penalty	N/A	N/A (No Co-Insurance Penalty applied to Losses)
Blanket Basis	Included	Included
Business Income w/ Extra Expense	\$ 25,000	\$ 250,000
Building Glass	Included in Building Limit	
Valuable Papers & Records	\$ 250,000	\$ 250,000
Terrorism Property Coverage	Included	Included
Earthquake Coverage	Included	Included (Earthquake Deductible Applies)
Boiler & Machinery Breakdown	Included	Included
Deductible	\$ 1,000	\$ 1,000
Valuation of Property	Replacement Cost	Replacement Cost

<u>COVERAGE</u>	<u>OHIO PLAN</u>	<u>OHIO PLAN</u> Renewal 9/4/2022- 9/4/2023
<u>Electronic Data Processing (EDP):</u>		
Unscheduled EDP Equipment Limit	\$ 250,000	\$ 262,500 (Applied 5% Inflation guard, Increasing EDP Limits by \$ 12,500)
Media/Software Expense	\$ 50,000	\$ 50,000
Extra Expense	\$ 50,000	\$ 50,000
Power Surge	Included	Included
System Breakdown	Included	Included
Deductible	\$ 500	\$ 500
Valuation of EDP	Replacement Cost	Replacement Cost (No Depreciation)
 <u>Misc. Equipment/Property Floater:</u>		
Unscheduled Equipment Limit	\$ 5,000	\$ 5,250
Max. Limit per Item on Unscheduled Equip.	\$ 5,000	\$ 5,000
Deductible	\$ 500	\$ 500
Valuation of Equipment	Replacement Cost	Replacement Cost

COVERAGE	OHIO PLAN	OHIO PLAN
		Renewal 9/4/2022- 9/4/2023

Crime/Bonding:

Robbery/Theft (Inside & Outside Premise)\$	5,000	\$ 50,000 (New Ohio Plan base Crime Limits)
Employee Dishonesty Coverage	\$ 5,000	\$ 50,000
Includes Faithful Performance		
Forgery & Alterations	\$ 5,000	\$ 50,000
Computer Fraud	\$ 5,000	\$ 50,000
Funds Transfer Fraud	\$ 5,000	\$ 50,000
Social Engineering Fraud	\$ 5,000	\$ 25,000

Total Annual Amount Due: \$ 25,654 \$ 25,721 Renewal for 9/4/2022- 9/4/2023

Changes for 2022: 1) Applied 5% Construction guard to Property & Library Materials, Increasing Limits by \$ 479,520 & \$ 198,684 respectively, cost of \$ 375; 2) Applied 5% Inflation guard to EDP, Increasing Limits by \$ 12,500, cost of \$ 25; 3) New Ohio Plan base Crime Limits, cost of \$ 75; 4) Ohio Plan rate decrease of 1.5%, savings of \$ 408.

Special Note: Total \$\$\$ Savings for Portsmouth Public Library for last year was \$ 10,091.00 vs. Cincinnati Insurance, your old carrier in 2020 or \$ 30,273.00 over the Three-year policy starting 9/4/2020.

Additional Benefits available to Ohio Plan members:

- 1) The Ohio Plan's Advantage Renewal Premium Credit up to 5% available to member after 7th year of membership.
- 2) Free On-Site Risk Management Evaluations every three to four years for member.
- 3) Three Year Policy, Payable annually, available to qualifying members upon request.

THE OHIO PLAN

Options:

1) **Additional Limits of Liability:**

\$ 8,000,000 Limit
\$ 9,000,000
\$ 10,000,000

Higher Limits available upon Request

2) **Cyber Coverage: Additional Limits**

\$ 500,000 Limit
\$ 1,000,000

\$ 431.00 Additional Premium
\$ 720.00

3) **Fiscal Officer Bonds:**

\$ 100,000 Limit
\$ 250,000

Limits available upon Request

THIS DOCUMENT IS A SUMMARY OF COVERAGES ONLY AND
DOES NOT MODIFY OR SUPERCEDE THE POLICY IN ANY WAY.
August 2022



Entity Name: Portsmouth Public Library

AUTOMOBILE SCHEDULE

VEH#	INV#	YEAR	DESCRIPTION	VIN#	COST NEW	REPLACEMENT COST/STATED AMOUNT	DEPT	COMP DED.	COLL DED.	VALUATION
1		2000	Honda CRV	7989	\$19,215		Administration	\$500	\$500	ACV
2		2008	Blue Bird Bookmobile	4154		\$209,000	Administration	\$500	\$500	RC
3		2012	Chevrolet Cargo Van	4554	\$25,000		Administration	\$500	\$500	ACV
4		2012	Dodge Caravan	5373	\$20,995		Administration	\$500	\$500	ACV
5		2014	Jeep Patriot	177	\$23,080		Administration	\$500	\$500	ACV
TOTAL					\$88,380	\$209,000				

Disclaimer: The abbreviated outline of coverage used throughout this document are not intended to express any legal opinion as to the nature of coverage. They are only visible to a basic understanding of coverage and do not detail all policy terms nor do they alter any policy conditions. Please read your policy for specific coverages, limitations and restrictions and call us with questions.



Entity Name: Portsmouth Public Library

PROPERTY SCHEDULE

PREM #	BLDG #	DESCRIPTION	ADDRESS	BUILDING LIMIT	PERSONAL PROPERTY LIMIT	PROPERTY IN OPEN LIMIT	VALUATION ⁽¹⁾	SPECIFIC LIMIT
1	1	Portsmouth Library	1220 Galile Street	\$4,053,050	\$552,500	\$ 0	RC	
2	1	Bookmobile Garage	502 Waller Street	\$320,340	\$1,000	\$ 0	RC	
3	1	Vernal G Hite Library	3550 Rhodes Avenue	\$902,250	\$81,585	\$ 0	RC	
4	1	Wheelerburg Library	10745 Old Galile Pike	\$882,000	\$81,585	\$ 0	RC	
5	1	South Webster Library	400 Webster Street	\$902,250	\$81,585	\$ 0	RC	
6	1	W Gordon Ryan Library	103 Lucasville-Minford Road	\$852,000	\$81,585	\$ 0	RC	
7	1	Library Storage	550 Irving Street	\$ 0	\$1,000	\$ 0	RC	
8	1	Library Storage	508 Waller Street	\$ 0	\$1,000	\$ 0	RC	
9	1	Library Storage	1202 Galile Street	\$ 0	\$1,000	\$ 0	RC	
TOTAL				\$9,027,500	\$553,020	\$ 0		

- ⁽¹⁾ RC Replacement Cost
 ACV Actual Cash Value
 FRC Functional Replacement Cost
 HV Historical Value

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Entity Name: Portsmouth Public Library

LIBRARY MATERIALS SCHEDULES

PREM#	BLDG#	PROPERTY ADDRESS	LIMIT	SPECIFIC LIMIT
1	1	1220 Gallia Street	\$2,393,734	
3	1	3850 Rhodes Ave	\$446,894	
4	1	10745 Old Gallia Pike	\$307,018	
5	1	496 Webster Street	\$366,450	
6	1	103 Lucasville-Minford Rd	\$319,268	
7	1	Bookmobile Garage	\$339,004	
TOTAL			\$4,172,368	

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There being no further business, on motion duly made and seconded, adjournment was taken at 11:47 a.m.

Approved this 20th day of September, 2022.

Mr. Ryan Salmons, Member