

**MINUTES OF THE PROPERTY & EXTENSION COMMITTEE
PORTSMOUTH PUBLIC LIBRARY BOARD OF TRUSTEES
September 20, 2022**

The Property & Extension Committee of the Portsmouth Public Library met in an official committee meeting on this date at 11:40 p.m. to discuss the South Webster revised stonework repair MOU, Johnson Controls Maintenance Agreement, and the Main HVAC Change Order. The following committee members were present: Mr. Ryan Salmons, Member; and Mrs. Jennifer Schackart, Member (arrived at 11:43). Dr. Charles Kemp, Vice-President of the Board and Mrs. Kara Tieman, Secretary 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; and Keely Woloschek, Deputy Fiscal Officer. The following visitors were present: Eric Graf.

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

- 1) South Webster revised stonework repair MOU

**LAST CHANCE 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, the project 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 and the subsequent discussions between the Parties, on April 20, 2021, the Parties entered into a Memorandum of Understanding and Agreement to repair the defective stonework; and

WHEREAS, Contractor ordered materials and months later Contractor was notified that the replacement stone was not available as the manufacturer no longer produced the same product. Contractor therefore submitted an alternative product which was approved by the library; and

WHEREAS, Contractor began the repairs of the defective stonework in October, 2021 once the materials were received from the material supplier, and worked sporadically as weather allowed until December, 2021 when Contractor left the project site without completing the repairs to the defective stonework with the intention of returning to the site when the weather allowed; 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 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 throughout the repairs of the defective stonework.; 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 second Notice of Defective Work and a meeting between Contractor and the Library's representatives, Contractor offered to and was directed to clean 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 subsequently 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 was visually displeasing when used with the manufactured stone veneer selected for the repairs to the defective stonework. The Contractor selected the mortar color after the Library's representative direct the Contractor to select a light colored mortar compatible with the colors in the manufactured stone system; 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 an alternative mortar, approved by Library, 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 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. The Library shall review and approve the color of the mortar prior to the Contractor procuring the mortar for use with the selected manufactured stone.
5. 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.
6. Contractor shall tear off all the stonework installed as part of the project and as part of the repairs to the defective stonework installed.
7. Contractor shall remove all stone, grout, mortar, lath, and building wrap on the project area down to the plywood.
8. Contractor shall install all new stonework with ProVia Ledgestone Brighton stones, as previously reviewed and approved by the Library and its Architect.
9. 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.
10. Contractor shall provide a two (2) year warranty of all work completed at the project in accordance with this MOU and 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 ProVia Ledgestone Brighton stones is fit and appropriate for the associated purpose.
 - g. If any work is found to be defective or not conforming to the requirements of this agreement and all incorporated documents referenced herein, the Contractor shall correct the defective work promptly, unless the Library has accepted the Defective Work in writing.
11. 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 a Certificate of Insurance evidencing such coverage to Library and will provide a copy

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of the policy to the Library upon request. 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 Library of the policy cancellation

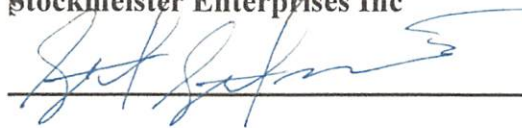
12. Contractor shall indemnify and hold harmless Library, Scioto County, its elected officials, agents and employees from any and all losses, claims, damages, lawsuits, costs, judgments, expenses and any other liabilities which they may incur as a result of bodily injury, sickness, disease or death, 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.
13. 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.
14. All work completed in accordance with the Contract, the April 20, 2021 Memorandum of Understanding, and this MOU shall be completed, weather permitting, on or before December 31, 2022. The Contractor shall utilize all measures available and permitted by the manufacturer's standards for the installation of the stone to ensure that the work is completed in a timely manner.
15. If weather does not permit the Contractor to complete the work in a timely manner on or before December 31, 2022, the Contractor shall submit a written notification to the Library prior to December 31, 2022 stating the specific reason(s) why the work cannot be completed timely. The written notice shall include the date(s) and weather conditions that affected the Contractor's ability to complete the work in a timely manner. The Contractor shall also include within the written notice the manufacturer standard(s) that is/are applicable to the determination that the work could not be completed on the date(s) and weather conditions that affected the Contractor's ability to complete the work in a timely manner. The Contractor shall include within the written notice the manufacturer standard(s) that is/are applicable to the determination that the work could not be completed on the date(s) identified in the written notice by the Contractor.

16. The parties agree that this is a last chance agreement to allow the Contractor to repair the defective stonework and complete the project. The Library will not agree to any further extensions regarding this project absent extraordinary circumstances. Failure to complete the work, weather permitting, on or before December 31, 2022, will result in the Library commencing legal proceedings against the Contractor.

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: _____

Printed Name: Seth Stockmeister

Title: _____

Title: CEO

Date: _____

Date: September 14, 2022

This instrument prepared

by:

Danielle M. Parker (0076479)

Chief Assistant Prosecutor-Civil

Division 602 7th Street, Suite E

Portsmouth, Ohio 45662

Telephone: 740.981.3112

Facsimile: 740.876.8916

dparker@sciotocountypo.

org

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2) Johnson Controls Maintenance Agreement



PLANNED SERVICE RENEWAL

8/12/2022

Dylan Markins
Portsmouth Public Library
1220 Gallia St
Portsmouth OH 45662-4217

Portsmouth Public Library PSA 2022-2023



Dear Dylan:

Thank you for choosing Johnson Controls to provide the maintenance solution for your facility. We appreciate your business and look forward to continuing as your building technology services partner.

Your current service agreement (1-107264003363) will expire on 09/30/2022. We are pleased to offer a one year continuation of your current agreement for the annual sum of \$12,853.00, to be paid annually. The scope will remain the same and the term of this contract will be 10/01/2022 to 09/30/2023. Invoices will be sent to:

Portsmouth Public Library
1220 Gallia St
Portsmouth OH 45662

To continue service without interruption, please sign below and return to me by 8/31/2022. If you require us to reference a requisition or purchase order on our invoices, please provide a copy of that document when you return this signed notice.

As a manufacturer of mechanical, controls, security and fire systems, we have the expertise and resources to provide proper maintenance and repair services for your facility. With planned service you're getting a solution that can help optimize your building's performance, provide dependability, sustainability and energy efficiency. Your service is delivered with the attention of a local service company backed by the resources of a global organization.

Again, thank you for your business and we look forward to serving you in the coming year. Please do not hesitate to call if I can assist you in any way.

Sincerely,
Johnson Controls

Customer Signature: _____

Philip Holland
JOHNSON CONTROLS CHARLESTON
WV CB - 0N26
108 Craddock Way Ste 7
Poca WV 25159-7606
Philip.a.holland@jci.com
Phone: 304-769-4037

Customer Name: _____

Customer Title: _____

PO/Requisition #: _____



Schedule A - Equipment List

PORTSMOUTH PUBLIC LIBRARY	1220 GALLIA ST PORTSMOUTH, OH 45662-4217
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Essential Tier

Product: Connected Services Setup and Commissioning

Quantity: 1

Coverage Level: Basic

Services Provided

- 1 Connected Chiller Panel Install
- 2 Connected Chiller Communications Commissioning

Customer Tag

Connected Services Setup and Commissioning

Manufacturer**Model #****Serial #****Product: Block Hours - Mechanical Heavy**

Quantity: 1

Coverage Level: Basic

Services Provided

- 1 Preventive Maintenance

Customer Tag

Fall SSV Block Hours Mechanical

Manufacturer**Model #****Serial #****Product: Block Hours - Mechanical Heavy**

Quantity: 1

Coverage Level: Basic

Services Provided

- 1 Preventive Maintenance

Customer Tag

Spring SSV Block Hours

Manufacturer**Model #****Serial #**

Essential Tier

Product: Chiller, Air Cooled, Scroll, 41-60 Tons

Quantity: 2

Coverage Level: Basic

Anticipated Connected Date: 10/01/2022

Services Provided

- 1 Condenser Coil Cleaning
- 1 Comprehensive (Connected)
- 1 Seasonal Start-up
- 1 Seasonal Shut-down
- 1 Connected Service Technology and Support (Required for Connected Services)

Customer TagTemporary Place Holder for new
YLAA SO# 1N260072
York YLAA Chiller 1**Manufacturer**

JCI YORK

JCI YORK

Model #

TBA

YLAA0058HE17XFB/R4

Serial #

TBA

11552G06075677

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PORTSMOUTH PUBLIC LIBRARY

**1220 GALLIA ST
PORTSMOUTH, OH 45662-4217**

10A

Essential Tier

Product: Connected Services Internet Connectivity

Quantity: 1

Coverage Level: Basic

Anticipated Connected Date: 10/01/2022

Services Provided

1 Cellular Data Service - US

Customer Tag

Manufacturer

Model #

Serial #



Equipment tasking

Block Hours - Mechanical Heavy

Preventive Maintenance Check with appropriate customer representative for operational deficiencies
Perform scheduled block hour tasks
Complete any required maintenance checklists, report observations to appropriate customer representative

Chiller, Air Cooled, Scroll, 41-60 Tons

Connected Service Technology and Support (Required for Connected Services) All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Utilizing the secure data connection, perform continuous analysis of critical equipment functions and generate on-demand health reports
Provide 24x7 real-time access to equipment operating information and trend data, enabling our technicians to diagnose and anticipate problems
Remove and dispose any debris from any maintenance activity
Document tasks performed during visit and report any observations to appropriate customer representative

Condenser Coil Cleaning All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Spray coil(s) with chemical solution
Rinse coil(s) thoroughly with water
Remove and dispose any debris from any maintenance activity
Document tasks performed during visit and report any observations to appropriate customer representative

Comprehensive (Connected) All work must be performed in accordance with Johnson Controls safety policies
Prior to on-site visit, use Connected Services to review control panel for proper operation and recorded fault histories
Prior to on-site visit, use Connected Services to check for proper crank case heater operation (if applicable)
Prior to on-site visit, use Connected Services to record and log all operating parameters
Prior to on-site visit, generate and review appropriate chiller reports from the Connected Services dashboard
Check with appropriate customer representative for operational deficiencies
Check for visual signs of refrigerant/oil leak(s)
Conduct refrigerant leak check
Perform lock-out and tag-out procedure
Inspect condenser fan and compressor contactors for wear
Check and tighten electrical connections
Perform preventative procedures to flow proving devices
Check for unusual noise and vibration
Check overall condition of unit
Check superheat and subcooling temperatures (if applicable)
Record and log all operating parameters



Remove and dispose any debris from any maintenance activity
 Document tasks performed during visit and report any observations to appropriate customer representative
 Present and review Connected Services dashboard reports and Connected Services operating data with appropriate customer representative

Seasonal Shut-down

All work must be performed in accordance with Johnson Controls safety policies
 Check with appropriate customer representative for operational deficiencies
 Check for proper crank case heater operation (if applicable)
 Review control panel for proper operation and recorded fault histories
 Check refrigerant charge (sight glass)
 Record and log all operating parameters
 Shut down chiller
 Check for visual signs of refrigerant/oil leak(s)
 Conduct refrigerant leak check
 Tag chiller out of service
 Remove and dispose any debris from any maintenance activity
 Document tasks performed during visit and report any observations to appropriate customer representative

Seasonal Start-up

All work must be performed in accordance with Johnson Controls safety policies
 Check with appropriate customer representative to coordinate the startup of the system
 Remove shutdown tag from unit
 Verify the chilled water valves are in their proper operating position
 Check for proper chilled water flow
 Start the chiller
 Review control panel for proper operation and recorded fault histories
 Check system pressures and temperatures
 Check refrigerant charge (sight glass)
 Check for proper capacity control operation
 Check for visual signs of refrigerant/oil leak(s)
 Check for unusual noise and vibration
 Check overall condition of unit
 Check for proper condenser fan operation
 Record and log all operating parameters
 Document tasks performed during visit and report any observations to appropriate customer representative

Connected Services Internet Connectivity

Cellular Data Service - US

All work must be performed in accordance with Johnson Controls safety policies
 Check with appropriate customer representative for operational deficiencies
 Provide reliable and cost effective secure data connection between equipment and Remote Operations Center
 Remove and dispose any debris from any maintenance activity
 Document tasks performed during visit and report any observations to appropriate customer representative

**Connected Services Setup and Commissioning**

Connected Chiller
Communications
Commissioning

All work must be performed in accordance with Johnson Controls safety policies

Connected Chiller Panel
Install

All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Remove and dispose any debris from any maintenance activity
Document tasks performed during visit and report any observations to appropriate customer representative

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3) Main HVAC Change Order



Johnson Controls, Inc.
Building Efficiency
41108 Craddock Way
Poca, WV 25159
Harry Main
Cell 304/741-0587
Service 304/755-4353
FAX 304/759-0215

August 23, 2022

Attn: Paige Williams
(740) 353-6060
1220 GALLIA ST
Portsmouth, OH 45562

Re: Portsmouth Library East and West HVAC Replacement Change Order
Project MC1N260071,

Johnson Controls is pleased to provide you with this change order for this project. During the engineering phase the structural engineer found the new Chiller will require additional structural support. This change order includes the cost to provide and install the required structural support needed to support the chiller.

We hope that this quotation meets with your needs and approval. If you wish to proceed or have any questions related to any portion of this quotation or require any additional information, please do not hesitate to contact me.

Original contract amount:	\$ 395,304.53
Change order amount:	\$ 25,718.00
New contract amount	\$ 421,022.53

Sincerely,

Harry B Main

Harry Main
Service Sales Account Executive
Johnson Controls, Inc.

Customer Signature

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There being no further business, on motion duly made and seconded, adjournment was taken at 11:46 p.m.
Approved this 18th day of October, 2022.

Ryan Salmons

Mr. Ryan Salmons, Member

**MINUTES OF THE POLICY COMMITTEE
PORTSMOUTH PUBLIC LIBRARY BOARD OF TRUSTEES
September 20, 2022**

The Policy Committee of the Portsmouth Public Library met in an official committee meeting on this date at 11:47 a.m. to discuss the Wi-Fi Hotspots and Leap Pads Borrowing Policy. The following committee members were present: Dr. Charles Kemp, Vice-President of the Board; and Mrs. Jennifer Schackart, Member. Mrs. Kara Tieman, Secretary of the Board; and Mr. Ryan Salmons, Member, were also present. Mrs. Jennifer Schackart called the meeting to order. Representing the library was Paige Williams, Director; Dylan Markins, Fiscal Officer; and Keely Woloschek, Deputy Fiscal Officer. The following visitors were present: Eric Graf.

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

1) Wi-Fi Hotspots and Leap Pads

As the Library System has circulated the Wi-Fi Hotspots and Leap Pads for one year, we realize that we need to make some minor adjustments to the circulation rules to allow better access to more patrons. The changes are noted:

- Portsmouth Library Adult patrons only
- Limit 1 per adult library card
- ~~21-day~~ **28-day** circulation
- ~~2~~ **no** renewals
- \$100 lost fee
- \$1 overdue fine per day
- No holds
- Effective date of November 1, 2022

There being no further business, on motion duly made and seconded, adjournment was taken at 11:54 a.m.

Approved this 18th day of October, 2022.


Mrs. Jennifer Schackart, Member

**MINUTES OF THE MATERIALS & EQUIPMENT COMMITTEE
PORTSMOUTH PUBLIC LIBRARY BOARD OF TRUSTEES
September 20, 2022**

The Materials & Equipment Committee of the Portsmouth Public Library met in an official committee meeting on this date at 11:54 a.m. to discuss the Miscellaneous Items Disposal List. The following committee members were present: Dr. Charles Kemp, Vice-President of the Board. Mrs. Kara Tieman, Secretary of the Board; Mrs. Jennifer Schackart, Member; and Mr. Ryan Salmons, Member, were also present. Representing the library was Paige Williams, Director; Dylan Markins, Fiscal Officer; and Keely Woloschek, Deputy Fiscal Officer. The following visitors were present: Eric Graf and Joe Bruch.

The committee reviewed and recommends to the full board the following items to be disposed of

1. Disposal List:

Northwest Wooden Circulation desk
Wooden cubicle sectional shelving from Lucasville

There being no further business, on motion duly made and seconded, adjournment was taken at 11:55 p.m.

Approved this 18th day of October, 2022.



Dr. Charles Kemp, Member