## MINUTES OF THE AUDIT, BUDGET & EXPENDITURE COMMITTEE SCIOTO COUNTY PUBLIC LIBRARY BOARD OF TRUSTEES January 16, 2024

The Audit, Budget & Expenditure Committee of the Scioto County Public Library met in an official committee meeting on this date at 11:32 a.m. to discuss the 2024 Estimated Revenue and Appropriations. There were no committee members were present. Mrs. Tamela Morton called the meeting to order. Dr. Charles Kemp, President of the Board, and Ms. Joan Roberts were also present. Representing the library were Paige Williams, Director; Linda Berry, Deputy Director; Travis McNeilan, Fiscal Officer; Keely Woloschek, Deputy Fiscal Officer and Katie Williams, Marketing Manager. There were no visitors present.

The committee reviewed and recommends to the full board the following 2024 estimated revenue and appropriations:

# Scioto County Public Library 2024 Estimated Revenues & Appropriations

	ALL IUNDS	
Estimated Revenue		
101-00-4-1100	Public Library Fund (PLF)	3,183,000
101-00-4-1210	General Property Tax	1,095,000
101-00-4-3000s	Patron Fines & Fees	23,000
101-00-4-4000s	Interest	250,000
101-00-4-6000s	Contributions	15,000
101-00-4-8000s	Sale of Surplus, Rental & Reimbursements	128,000
201-00-4-4101	Interest - Zella H. Besco Bequest	1,200
401-00-4-9900	Transfers - IN - Capital Outlay Fund	200,000
TOTAL Estimated	Receipts	\$ 4,895,200
Appropriations	General Fund (101)	
101-00-5-1000s	Payroll & Benefits	\$ 3,461,000
101-00-5-2000s	General Operating Supplies	126,500
101-00-5-3000s	Utilities & Maintenance	514,000
101-00-5-4000s	Library Materials Expenses	275,500
101-00-5-5000s	Building & Equipment Expenses	410,000
101-00-5-7000s	Entity Dues & Memberships	13,000
101-00-5-9000s	Transfers	 200,000
GRAND TOTAL F	UND 101	\$ 5,000,000
Appropriations	Building & Repair Fund (401)	
101-00-5-5000s	Building & Equipment Expenses	 200,000
GRAND TOTAL F	UND 401	\$ 200,000
GRAND TOTAL A	LL FUNDS	\$ 5,200,000

ALL FUNDS

There being no further business, on motion duly made and seconded, adjournment was taken at 11:37 a.m.

Approved this 20th day of February, 2024.

Moore Morton

Mrs. Tamela Morton, Trustee

# MINUTES OF THE PROPERTY & EXTENSION COMMITTEE SCIOTO COUNTY PUBLIC LIBRARY BOARD OF TRUSTEES January 16, 2024

The Property & Extension Committee of the Scioto County Public Library met in an official committee meeting on this date at 11:37 a.m. to discuss the contracts for natural gas, contracts for gas and electric utilities, and the Portsmouth roof contract. There were no committee members present. Ms. Joan Roberts called the meeting to order. Dr. Charles Kemp, President of the Board, and Mrs. Tamela Morton were also present. Mr. Ryan Salmons, Member, entered the meeting at 11:42 a.m. Representing the library were Paige Williams, Director; Linda Berry, Deputy Director; Travis McNeilan, Fiscal Officer; Keely Woloschek, Deputy Fiscal Officer and Katie Williams, Marketing Manager. There were no visitors present.

- 1) *Contracts for Natural Gas* The contract for Natural Gas was discussed and reviewed at the Committee meeting prior to the regular meeting.
- 2) Contracts for Gas and Electric Utilities Utility companies offer special pricing on contracts with very brief timelines to accept. The library has had to decline offers that would be beneficial because the offer has a deadline that will not extend to the next Board meeting. Administration asked the Board to allow the acceptance of these contracts without prior Board approval, but specified they would be ratified by the next Board meeting.
- 3) Portsmouth Roof Contract At the October 17<sup>th</sup> meeting, the Board approved a contract with P & R Roofing and Remodeling in the amount of \$41,704.72. This contract was to repair the shingled roof at Portsmouth that was damaged during the windstorms in early 2023 and which the library received payment from the insurance company. The contract was signed and the work was to begin as soon as possible. Unfortunately, the company stopped communication with both the library and the original appraiser who recommended them. No monies were paid to this company, and the Board was asked to make a motion to officially void the contract.

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

#### Hi Travis,

Our current electric agreement expires in July of this year. I only have one supplier who will offer a 5mos agreement, but their price was quite a bit higher than the other quotes I received. I think it makes more sense for us to make the electric coterminous with the gas, rather than the other way around. For example, if we opt for the 24mos gas plan, it will expire in February of 2026. Then, we can schedule the new electric plan to run from July 2024 to February of 2026. Let me know if you have any questions. Based on today's market, below is the lowest supplier offer.

Name: Portsmouth Library Commodity: Gas Annual Usage: 21,849 therms Start Date: 2/1/2024

#### ENGIE

Term Length	Rate
12	\$0.52280/ccf
24	\$0.53900/ccf
36	\$0.54130/ccf

## Account(s)/Service Address:

Utility	Account Number	Address
Columbia Gas of Ohio	109708350016	1220 GALLIA ST, Portsmouth, OH 45662
Columbia Gas of Ohio	126912530014	1220 GALLIA ST, Portsmouth, OH 45662
Columbia Gas of Ohio	154219230022	1220 GALLIA ST, Portsmouth, OH 45662
Columbia Gas of Ohio	109708350025	1220 GALLIA ST, Portsmouth, OH 45662
Columbia Gas of Ohio	131332210014	1220 GALLIA ST, Portsmouth, OH 45662

Please let me know if there is anything else that you need!

Thank you,

Ryan Dickey 419.345.6480

www.rcdconsultingservices.com

RCD Consulting Services



# Nicole Stout

Senior Account Manager | F: 727.479.0577 | P: 888.978.6445 Ext 1389

2009 Sunnydale Blvd. Ste. 100, Clearwater, FL 33765Prepared ForPortsmouth Public LibraryDatedJanuary 12, 2024

FL Registration # TC4596 | NicoleS@ProgressiveEnergyConsultants.com Columbia Gas of Ohio Utility February 2024 Start Date

								G	uote	s Received
		engie					AE	ENERG	<b>Y</b> <sup>m</sup>	
36	\$0.57580 Fixed Rate Month Term	\$0.55980 Fixed Rate 24 Month Term	12	\$0.53810 Fixed Rate Month Term	36	\$0.57200 Fixec Rate Month Term	24	\$0.56700 Fixed Rate Month Term	12	\$0.53900 Fixed Rate <b>Month Term</b>

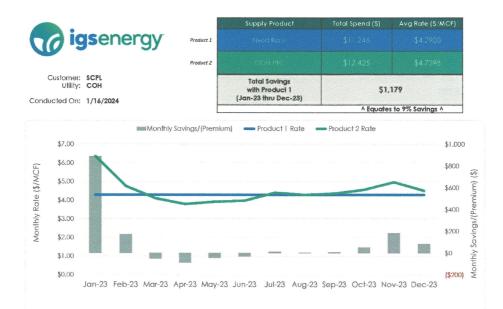
## Services of Progressive Energy Consultants, LLC

We negotiate the lowest rate between several suppliers, saving you the time and inconvenience incurred with this process. We then provide a short and simple summary for your review.

We drive down the margins of the supply companies by hosting a bid and getting the supply companies to compete for your business.

We continue to service the accounts throughout the term; following rates and updating you on market changes. If the trends flip, we can advise of the best time to hold renewal pricing.





Month	Volume	Product 1	Product 2	Savings/(Premium) Rate	Monthly Savings/(Premium
	(MCF)	Fixed Rate (\$4.29/MCF)		(\$ per MCF)	(\$)
Dec-23 Nov-23	381 274	\$4.2900 \$4.2900	\$4.5060 \$4.9640	\$0.2160	\$82
Oct-23	181	\$4.2900	\$4.5640	\$0.6740 \$0.2740	\$185
Sep-23	112	\$4.2900	\$4.3560	\$0.0660	\$50 \$7
Aug-23	100	\$4,2900	\$4.2920	\$0.0020	\$0
JUI-23	96	\$4.2900	\$4.4030	\$0.1130	\$11
Jun-23	99	\$4.2900	\$3.9810	(\$0.3090)	(\$31)
May-23	122	\$4.2900	\$3.9170	(\$0.3730)	(\$46)
Apr-23	176	\$4.2900	\$3.7910	(\$0.4990)	(\$88)
Mar-23	284	\$4.2900	\$4.1010	(\$0.1890)	(\$54)
Feb-23	367	\$4,2900	\$4.7590	\$0.4690	\$172
Jan-23	430	\$4.2900	\$6.3590	\$2.0690	\$890

Vatural (	Gas Purch	ase Contract			i		Large C	ommercia	I V5.1CH-	IND-OH
					į			FOR OFF		ONLY: 2
Seller:		Gas Supply, LLC nercial & Industrial Sales	6100 Emeral	Darkway		13016	Fa	ax: 614-6	59-5126 e: 877-92	3 1117
Buyer:		unty Public Library	, 0100 Emeraid	a raikway,	Contact Na		ravis McNeil		e. 077-92	
		tmcneilan@yourppl.org	1	Phone	740-353-6			740-35	3-1249	
	Street Ad	0, 11 (	2	Ci			State		Zip	
Mailing	1220 Gall				ortsmouth		OH		45662	
Billing	Per Utility						011		10002	
Facility	See Exhit									
	Number/s	See Exhibit A				or XIse	e the attache		۵	
		the attached Natural Ga	s Supply Master	r Terms and	1 Conditions	approximation of the second				1
		tion Company ("NGDC		a Gas of O			in our portation			
	ay Volume:							a ta an		
Purchase		Fixed Price of \$			lelivered to t	he Burner	in throughout	the Initial	Term	
		Variable Price d								e Buver's
		billing cycle) plus \$					rtip throughou			
		The price includes a								
		and pooling fees, bu After the Initial Term								
		Contract.	expires, the ph	ce will be a	s described i		Veriewai vari	able Fridin	ig section	oruns
Initial Te	rm:		The Initial Term of this Contract will begin with the March 2024 NGDC billing cycle, and it will continue thr the August 2024 NGDC billing cycle.					e through		
Renewal	•	Upon expiration of	he Initial Term	this Contr	act will auto	matically r	enew on mor	th-to-mon	th hasis v	with each
itenewa.	•	such month constit	uting a "Secon	dary Term	" Any autor	matic rene	wal may be	cancelled	by Buyer	or Seller
		delivering written no								
		renewal date will b needs to contract fo								
		Contract will harm S				, Dayoro	July continue	on or any	/ looburic c	inder and
Early Ter	mination	If under a Fixed F	Price: For each	n Account	that is termi	nated ear	ly, damages	will be eq	ual to the	positive
Damages	s:	difference, if any, b	etween the Fix	ked Price r	ninus the the	en-current	market price	, multiplie	d by the '	'Contrac
Volumes" (defined below) as apportioned to the termihated Account(s) and remaining under the then-curr Term. The "Contract Volumes" are calculated using each Account's historical monthly consumption, as p vided to Seller by the NGDC, multiplied by weather normalization factors and are set forth in the table below										
		The Contract Volur	nes will be use	d for deter	mining early	terminatio	n damages u	inder this	Contract.	
		not otherwise obligation								_
		If under a Variable								
		MCF multiplied by t the then-current Te		numes as a	apportioned	to the tern	inated Accol	unt(s) and	remaining	g under
ontract V	olumes in M	ICF at the Burnertip								
Month	lan lan		nr Mou	lus	l.h.	Aum	Cont	Oct	Neur	Dee

Feb Jun Month Jan Mar Apr May July Sept Oct Dec Aug Nov 430 367 284 176 99 122 96 100 112 181 274 381

This Contract, including any Exhibit(s) may be signed in counterparts. If Buyer and Seller execute more than one Contract with respect to any Account(s), the terms of the most recent Contract will supersede and take priority over all previous Contracts with regard to the same Account(s). Any signature on this Contract and any Exhibit(s) will be considered valid for all purposes and have the same effect whether it is an ink-signed original, e-signed, a photocopy, or a facsimile representation of the original document.

The signers below personally certify that they have all requisite authority to sign and enter into this Contract on behalf of the parties identified above their signatures. Further, they acknowledge that on behalf of their respective parties, they have read, understood, and voluntarily agreed to every provision of this Contract, the attached Terms and Conditions, and any Exhibit A.

Accepted by Buyer:			
	Name:	Title	Date
Accepted by Seller:		Sr. Director, C&I Acct. Mgmt.	
	Name: Jonathan Liba	Title	Date

Page 1 of 2

V5.1

#### Natural Gas Supply Master Terms and Conditions

These Master Terms and Conditions (the "Terms and Conditions") set forth the general terms and conditions for the retail sale and purchase of natural gas between Seller and Buyer. The specific terms with respect to Buyer's Accounts will be set forth on Page 1. These Master Terms and Conditions, the specific terms set forth on Page 1, and any Exhibits form a written agreement between Seller and Buyer (the "Contract").

1. Natural Gas Supply. Seller will supply and deliver to Buyer the full natural gas requirements for all Accounts under this Contract, and Buyer will accept and pay for all such deliveries according to this Contract. Seller will act as Buyer's agent for the limited purposes of working with Buyer's NGDC in order to: (a) obtain the Accounts' usage, billing, and payment histories; (b) effect the transfer of hatural gas supply service to Seller; and (c) perform Seller's obligations under this Contract. Buyer will execute all documents and be responsible for all services and equipment required by the NGDC in order for Buyer to receive service under this Contract. Buyer unde/stands that there may be delays in starting gas supply due to the NGDC's enrollment requirements and will not hold Seller responsible for any such delays.

2. Renewal Variable Price. The price for each Secondary Term will be determined monthly by the index price of gas delivered to the applicable delivery point, plus: transportation, demand charges, shrink/fuel, Btu conversion, pooling fees, and a service fee. The price will not include the applicable taxes or NGDC transportation/distribution charges.

3. Billing & Payment. The NGDC will issue consolidated monthly invoices which will contain Seller's natural gas charges, plus applicable taxes and all of the NGDC's distribution and other applicable charges. Buyer will pay to the NGDC the entire amount of each natural gas bill under the NGDC's payment terms and conditions. Late charges will apply for all past-due amounts owed to Seller at the rate set forth in the NGDC's tariff for its charges. Seller reserves the right to invoice Buyer directly for: (a) Seller's charges only, plus applicable taxes; or (b) for the NGDC's charges, as well as Seller's charges, plus all applicable taxes. If Seller invoices Buyer directly, payment will be due in full on or before the 20th calendar day following the invoice date and late charges will apply for all past-due amounts at a rate of 1.5% per month. The NGDC is solely responsible for reading Buyer's meter(s), and all disputes that Buyer has with respect to meter readings and related adjustments will be addressed by Buyer splely to the NGDC

4. Credit. Upon Seller's reasonable request, Buyer will provide to Seller financial statements and other credit-related information, all of which will be treated as confidential by Seller. If Seller reasonably deems Buyer's financial condition inadequate to extend credit, Seller may require security sufficient to cover volumes for the two largest months' Contract Volumes. The security will be in the form of either a deposit or an irrevocable letter of credit. Furthermore, if Buyer: (a) becomes a Debtor in a bankruptcy proceeding; or (b) breaches any payment obligation or any other obligation to Seller (including any obligation to provide security as provided above), then Seller may suspend deliveries and/or terminate this Contract 10 days after delivering written notice to Buyer. Seller's rights under this Contract.

5. Damages. Seller may hedge its obligations under this Contract by purchasing natural gas and related transportation, as well as natural gas futures and/or swaps, or any combination thereof. If (a) Buyer terminates any or all Accounts from under this Contract before the expiration of any Term; or (b) Seller terminates this Contract as to any or all Accounts before the expiration of any Term as a result of Buyer's breach of this Contract; or (c) the NGDC terminates any or all Accounts from under this Contract before the expiration of any term as a result of late or non-payment, then Buyer will pay to Seller damages calculated as set forth in the Early Termination Damages section on the Page 1. Seller may increase the price charged to Buyer for Accounts that have not breached in order to cover the damages described above; in such instance, Seller will send to Buyer an informational invoice to supplement the NGDC's bill. If Buyer transfers service to the NGDC, Buyer may be charged a price other than NGDC's standard rate. Nothing in this Damages section limits Buyer's obligation to pay for all delivered natural gas as metered by the NGDC. If Seller fails to perform its delivery obligations under this V5.1

Contract, Seller will pay to Buyer an amount equal to the positive difference, if any, between Buyer's reasonable cost of cover minus the then-current Contract price for all natural gas Seller failed to deliver. The prevailing party in any lawsuit under this Contract will be entitled to collect from the breaching party the prevailing party's costs of enforcing this contract, including reasonable attorneys' fees and all other litigation expenses.

6. Cross Default. If Buyer is a party to one or more other natural gas or electricity supply contracts with Seller, a breach by Buyer under such other contract(s) may be treated by Seller as a breach by Buyer of this Contract.

7. Limitation of Liability. Seller will not be liable for any losses arising from Buyer's use of natural gas or for losses arising from any pipeline or the NGDC, including but not limited to: their operations and maintenance of their system, any disruption of their service, termination of their service, their events of force majeure, or deterioration of their service. Except as otherwise set forth in this Contract, neither party will be liable for any indirect, consequential, special, or punitive damages, whether arising under contract, tort (including negligence and strict liability), or any other legal theory.

8. Warranty. Seller warrants that all gas delivered to the NGDC for its distribution to Buyer will meet the NGDC's quality standards and that title to such gas is free from liens and adverse claims. Seller makes no other warranties or representations of any kind, express or implied, including any warranty of merchantability or warranty that the goods are fit for any particular purpose.

9. Regulatory. The choice program is subject to ongoing utilities commission jurisdiction and NGDC rules. Seller may pass through to Buyer any additional charges/fees imposed on suppliers through a regulatory and/or utility proceeding. If the choice program is terminated or materially changed, this Contract may be modified accordingly or terminated by Seller without penalty to either party.

10. Relationship of Parties. Buyer will make decisions regarding pricing and volumes in Buyer's sole discretion, with or without advice or recommendation from Seller, and Seller will not be liable for Buyer's acting or failing to act upon Seller's advice or recommendations.

11. Assignment. This Contract may be assigned by Buyer only with express written consent of Seller, which consent will not be unreasonably withheld, delayed, or conditioned.

12. Waiver. No failure to enforce any provision of this Contract will be deemed a waiver of any right to do so, and no express waiver of any breach will operate as a waiver of any other breach or of the same breach on future occasion.

13. Choice of Law, Jurisdiction, Venue & Jury Trials. This Contract will be governed by the applicable laws of the State of Ohio, without regard to Ohio's principles of conflicts of law. All legal actions involving all disputes arising under this contract will be brought exclusively in a court of the State of Ohio sitting in Franklin County, Ohio, or in the United States District Court for the Southern District of Ohio sitting in Columbus, Ohio. Buyer and Seller waive all of their rights to a trial by jury in any legal action related to this Contract.

14. Severability. If any provision of this contract is held unenforceable by any court having jurisdiction, no other provisions will be affected, and the court will modify the unenforceable provision (consistent with the intent of the parties as evidenced in this contract) to the minimum extent necessary so as to render it enforceable.

15. Entire Agreement. This Contract, including these Terms and Conditions and any Exhibits, contain the entire agreement between Seller and Buyer regarding the Accounts under this Contract, and it supersedes all prior and contemporaneous written and oral agreements and understandings between them with respect to those accounts. This Contract cannot be modified in any way except by a writing signed by both Seller and Buyer.

Page 2 of 2

# Exhibit A to Natural Gas Purchase Contract Form V5.1CH-IND-OH Account Numbers & Facility Addresses

Seller:	Interstate Gas Supply, LLC
Buyer:	Scioto County Public Library

Following are the Account/Meter Numbers and Addresses included under the above-mentioned contract between Seller and Buyer.

	Account Number	Service Address	Service City	Service State	Service Zip Code
1	109708350020005	506 Weller St	Portsmouth	ОН	45662
2	109708350010006	1220 Gallia St	Portsmouth	ОН	45662
з	126912530010004	3850 Rose Ave	New Boston	ОН	45662
4	131332210010004	103 St Rt 729	Lucasville	ОН	45648
5	154219230020002	496 Webster St	South Webster	ОН	45682

AGREED.

Accepted by Buyer:

Title

Date

Date

Accepted by Seller:

Name: Jonathan Liba

Name:

Sr. Director, C&I Acct. Mgmt. Title

There being no further business, on motion duly made and seconded, adjournment was taken at 11:48 a.m. Approved this 20<sup>th</sup> day of February, 2024.

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Ms. Joan Roberts, Trustee

# MINUTES OF THE MATERIALS & EQUIPMENT COMMITTEE SCIOTO COUNTY PUBLIC LIBRARY BOARD OF TRUSTEES January 16, 2024

The Materials & Equipment Committee of the Scioto County Public Library met in an official committee meeting on this date at 11:49 a.m. to discuss the branch internet service agreement and the new bookmobile. The following committee member was present: Mrs. Tamela Morton, Chair. Dr. Charles Kemp, President of the Board, and Mr. Ryan Salmons and Ms. Joan Roberts were also present. Representing the library were Paige Williams, Director; Linda Berry, Deputy Director; Travis McNeilan, Fiscal Officer; Keely Woloschek, Deputy Fiscal Officer and Katie Williams, Marketing Manager. There were no visitors present.

- 1) Branch Internet Service Agreement The Board reviewed a renewal of the agreement with META Solutions, which supplies internet service to the branches. The agreement is for three years and the most current Agreement was for 7/1/21 6/20/24.
- 2) Bookmobile Update (Informational) The current Bookmobile has continued having issues with the generator causing the bus to be off the road periodically. A search for a new or used generator has produced no results. The good news is Farber Inc. contacted the Library on January 2<sup>nd</sup> notifying us they were moving the date of completion up to July 31, 2024. This is almost two months earlier than expected, so the Library should be able to showcase the new Bookmobile at both the Scioto County Fair and River Days Parade.

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



100 Executive Drive Marion, Ohio 43302 740.389.4798 SPIN/498 ID: 143043002

Issue Date: 12/20/2023

### ADDENDUM TO INTERNET ACCESS SERVICE AGREEMENT # MSP-2021-ISP-01-130047.r1.ve

#### **Confirmation of Voluntary Extension**

The purpose of this Addendum is to provide written confirmation that Scioto County Public Library (fka Portsmouth Public Library, "Customer") has requested to voluntarily extend this Agreement for the 36-month term of 07/01/2024 through 06/30/2027, as allowed per the original Agreement (page 4 – Voluntary Extension Clause).

The Metropolitan Educational Technology Association ("META", "META Solutions") has agreed to provide existing services for the requested voluntary extension term. This confirmed voluntary extension (36-month term: 07/01/2024 through 06/30/2027) is the first of two voluntary extension terms, 36 months each, allowed by the Agreement. After this voluntary extension is exercised, there will be one remaining voluntary extension.

The Metropolitan Educational Technology Association ("META", "META Solutions") has conducted a review of pricing for the voluntary extension term of 07/01/2024 through 06/30/2027. The monthly recurring charge will remain at \$2,720.00 per month. Please refer to page 3 of the original Agreement for detailed information.

Therefore, based on this Addendum, the charges for the agreed upon Voluntary Extension Term (07/01/2024 through 06/30/2027) for the existing Internet Access Agreement will be as follows:

Timeframe	Estimated Annual Charges :
07/01/2024 - 06/30/2025	\$32,640.00 (\$2,720.00 x 12 months)
07/01/2025 - 06/30/2026	\$32,640.00 (\$2,720.00 x 12 months)
07/01/2026 - 06/30/2027	\$32,640.00 (\$2,720.00 x 12 months)

By signing below, the Parties to the existing Internet Access Service Agreement # MSP-2021-ISP-01-130047.r1.ve agree to and accept this Addendum.

Signature of Authorized Representative for Scioto County Public Library

Printed Name & Title of Authorized Representative for Scioto County Public Library

Signature of Authorized Representative for META Solutions ("META")

Printed Name & Title of Authorized Representative for META Solutions ("META")

\*\*\* Please provide a signed copy of this Addendum to your district's E-Rate Consultant/Coordinator. \*\*\*

Date

Date

There being no further business, on motion duly made and seconded, adjournment was taken at 11:52 a.m. Approved this 20<sup>th</sup> day of February, 2024.

Tanel Movelorton

Mrs. Tamela Morton, Chair