



Board of Trustees Meeting Minutes

Upper Arlington Public Library

Tuesday, July 21, 2026 at 5:00 PM

@ 2800 Tremont Road – Friends Theater

In Attendance

Present: Peter Hahn, Matthew Courser, John Yesso, Aparna Dial, David Wiseley, Alice Finley, Brad Pettit

Also Present: Beth Pfahler, Director; Greg Ramage, Assistant Director; Lori Piergallini, Fiscal Officer; Sara Coles, Patron Services Manager; Jen Jimison, Executive Assistant

Guests: Josh Stewart, Jen Downing, Abby Brigner

Call Meeting to Order

The meeting was called to order at 5:00pm.

Consent Agenda

The consent agenda included excused absences, the minutes from the June Board of Trustees meeting and the June Donations Resolution included here.

RESOLUTION 23-26 **JUNE DONATIONS**

BE IT RESOLVED, That the Board of Trustees of the Upper Arlington Public Library acknowledges and accepts into the fund listed below the following donations with sincere thanks:

Amount	Fund	Donor Name	Campaign
\$ 20.60	130 - General Fund	Carolina Ricco Pereira	
\$ 51.50	130 - General Fund	Elizabeth Holbert	
\$ 25.00	130 - General Fund	Jeanine Hummer	
\$ 154.50	130 - General Fund	Matthew Courser	
\$ 251.60	Total		

SIGNATURE SHEET

Resolution No. 23-26

7/21/2026

Upon the motion of Trustee John Yesso, seconded by Trustee Matthew Courser to accept donations listed for June:

Voting:

Peter Hahn	Aye
Matthew Courser	Aye
John Yesso	Aye
Aparna Dial	Aye
Alice Finley	Aye
Brad Pettit	Aye
David Wiseley	Aye

CERTIFICATION

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon by the Upper Arlington Public Library Board of Trustees, Upper Arlington, Ohio on the above-noted date.



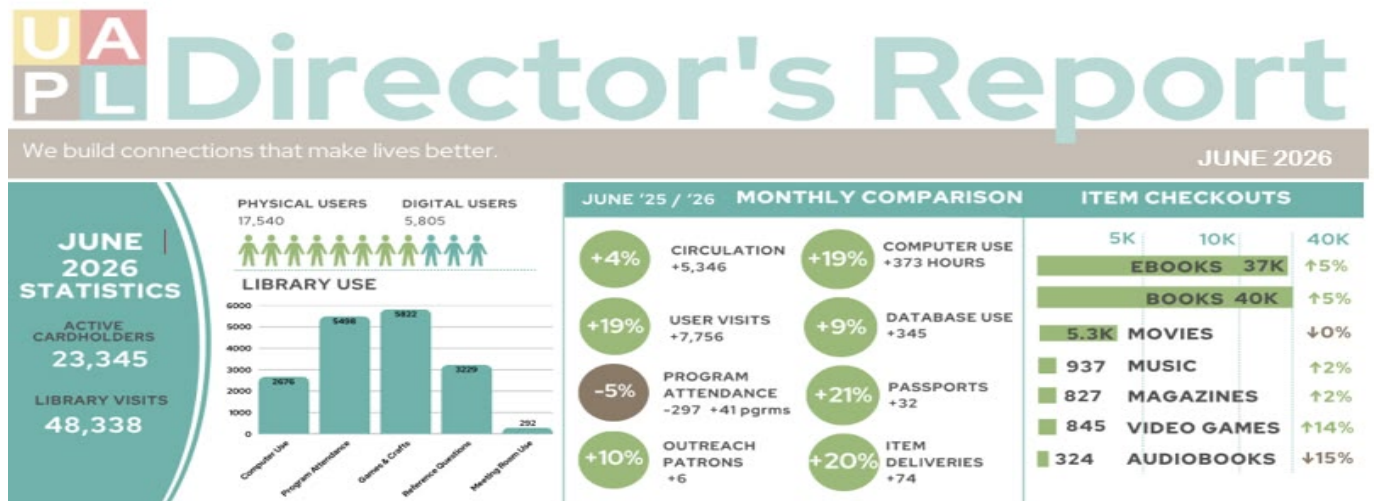
Lori Piergallini
2026-09-28 19:38 UTC
Lori M. Piergallini, Fiscal Officer
Upper Arlington Public Library
Upper Arlington, Ohio

Assistant Director's Report

The Assistant Director gave an update on the water issue at the Miller Park Branch, stating that they are currently evaluating the situation to figure out where to address the drainage issues. He also gave an update on the Tremont Branch roof project. Per the vote at the last Board meeting Wolfrum was awarded the project. Legat Architects are currently working through the first stages of the asbestos abatement and we should hopefully have a change order soon to complete that process.

Director's Report

The Director reviewed the the monthly stats while also explaining to the new Board Members what makes up the data in the report. She spoke in regarding to the Tremont Task force and the progress that has been made in the plans for the renovations.



Statistics Note: We had a slight drop in youth programming attendance, ages 0-5, in June even though we offered seven more programs than last year.

Tremont Task Force

The Tremont Road Branch Task Force has held several work sessions over the past few months to help guide the future renovation of our largest branch. Throughout these meetings, committee

members have reviewed the building's existing spaces, discussed current and future service needs, and spent significant time identifying priorities for the renovation.

Recognizing that the renovation will need to be completed in phases, the task force has focused on determining which improvements are most critical and should be addressed first. Their work has balanced the library's long-term vision with practical considerations related to phasing, operations, and budget.

In addition to the Task Force meetings, HBM facilitated staff engagement sessions to gather input from public services employees at the Tremont. Staff were asked to share feedback on the configuration of public and staff spaces, identify operational challenges in the current building, and discuss the needs of their individual work areas. These sessions provided valuable insight into how staff use the building daily and will help ensure that the final design recommendations support both excellent public service and efficient staff operations.

The task force is expected to conclude its work in August. Based on the committee's recommendations, HBM Architects and Interior Designers will prepare a final report outlining the renovation priorities and phased approach. That report will be presented to the Board of Trustees this fall and will serve as a roadmap for future improvements to the Tremont Road Branch.

Upper Arlington Public Library 2nd Quarter 2026 Staffing Report

2026 Personnel Costs vs. Budget

Quarter	Budget	Actual Expenditures	% of Budget
2 nd	\$5,531,740	\$2,669,143.09	48%

2nd Quarter Vacancy Rate

As of June 30, 2026, we have 106 permanent positions and 2 open positions for a vacancy rate of 1.89%.

2nd Quarter Turnover

Our 2nd quarter turnover rate was 3.8%. This percentage was based upon 4 position vacancies by resignation.

Staff Resignations	Transfers	Net Change in Number of Positions	New Hires
4	1	0	4

Positions unfilled as of 6/30/2026:

- Custodian – Facilities PT
- Public Services Associate – Research PT

Vacancy Rates by Quarter / Open Positions / Turnover

2 nd Quarter Comparisons									
Year	2017	2018	2019	2020	2021	2022	2023	2024	2025

Vacancy Rate	3.36%	5.00%	2.48%	3.31%	15.38%	7.69%	7.69%	3.57%	3.77%
Open Positions	4	6	3	4	18	9	8	4	2
Turnover	3.5%	7.0%	7.0%	.9%	10.2%	6.2%	6.2%	2.7%	4.9%

Anticipated Staffing Changes in the Next Quarter

We will actively work on hiring for any posted vacant positions. We do not foresee any major changes in staffing in the upcoming quarter.

Finance Committee

Trustee Matthew Courser reviewed the July Finance Committee meeting minutes, as well as both resolutions.



Finance Committee Meeting Minutes

Upper Arlington Public Library

7/8/2026 5:00 PM EDT

@ 2800 Tremont Road - Meeting Room A

Attendance

Present:

Members: Matthew Courser, Aparna Dial, , David Wiseley

Also Present: Beth Pfahler, Lori Piergallini, Greg Ramage, Jen Jimison

I. Call to Order

Meeting was called to order at 4:57pm.

II. Review Month Financials

The fiscal officer stated that June 2026 revenue was down 17% over last year at this time. This is attributed to the tax distributions, which are running behind. In addition, we have received less in PLF Revenue. Expenditures are down 16% from the prior June. This is due to the large renovation project at Lane Road that took place last year at this time. Outstanding encumbrances have increased due to the purchase order for the Tremont Roof project.

[General Fund Report.pdf](#)

[Statement of Cash Position.pdf](#)

III. Review Month Checks

The committee reviewed and approved the monthly check report.

[Check Report.xlsx](#)

IV. Review Bank Reconciliations

The committee reviewed all bank account reconciliations. All accounts are balanced as of June 30, 2026.

[HNB Bank Register - June 2026.pdf](#)

[Star Ohio Bank Statement Register June 2026.pdf](#)

 [Star Ohio Restricted Bank Statement Register.pdf](#)

 [FMB Bank Statement Register June 2026.pdf](#)

V. Quarterly Investment Report

The Fiscal Officer reviewed the quarterly investment report.

 [2nd Quarter Investment Report - 2026.docx](#)

VI. Resolutions

A. 22-26 Appropriation Amendment Resolution - General Fund 100

The Fiscal Officer reviewed the resolution to amend the appropriations. The Committee recommended it be taken to the Board at the next Board Meeting.

 [-- Cover Sheet - Appropriation Increase.docx](#)

 [22-26 Appropriation Amendment Resolution - General Fund 100.docx](#)

VII. Adjournment

Meeting was adjourned at 5:22pm.

SIGNATURE SHEET

Trustee Aparna Dial made a motion to pass the July Financial Reports. Trustee Brad Pettit seconded the motion.

Voting:

Peter Hahn	Aye
Matthew Courser	Aye
John Yesso	Aye
Aparna Dial	Aye
Alice Finley	Aye
Brad Pettit	Aye
David Wiseley	Aye

Upper Arlington Public Library Board of Trustees
Upper Arlington, Ohio

CERTIFICATION

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon by the Upper Arlington Public Library Board of Trustees, Upper Arlington, Ohio on the above-noted date.



Lori Piergallini, Fiscal Officer
2026-09-28 19:36 UTC
Upper Arlington Public Library
Upper Arlington, Ohio

22-26 RESOLUTION
2026 APPROPRIATIONS AMENDMENT

BE IT RESOLVED, That the Board of Trustees of the Upper Arlington Public Library acknowledges and approve the following amendment to the 2026 Appropriations:

General Fund-Other Expenditures Budget – Fund 100

Current Appropriations	\$ 1,452,522.64
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Appropriation Increase	\$ <u>75,000.00</u>
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Total Other Expenditures Appropriations	\$ 1,527,522.64
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SIGNATURE SHEET

Resolution No. 22-26

7/21/2026

Upon the motion of Trustee John Yesso, seconded by Trustee Aparna Dial, the Board approved the RESOLUTION with a roll call vote.

Roll Call Vote:

Peter Hahn	Aye
Matthew Courser	Aye
John Yesso	Aye
Aparna Dial	Aye
Alice Finley	Aye
Brad Pettit	Aye
David Wiseley	Aye

Upper Arlington Public Library Board of Trustees
Upper Arlington, Ohio

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Lori M. Piergallini, Fiscal Officer
Upper Arlington Public Library
Upper Arlington, Ohio

Lori Piergallini
2026-09-28 19:36 UTC

LEGAT ARCHITECTS
Design with a Difference

July 6, 2026

VIA EMAIL

Greg Ramage
Assistant Director
Upper Arlington Public Library
2800 Tremont Road
Upper Arlington, OH 43221

RE Tremont Branch Roof Replacement Project
Architect's Project Number: 226010.00
A/E Agreement Amendment

Dear Greg:

This letter is to serve as notification for an A/E Agreement Amendment for the Tremont Roof Replacement project. As we have discussed, the existing slate shingles were discovered to contain hazardous materials that require a specialized removal plan. This service cannot be provided by Legat Architects, so Lawhon & Associates was contacted to provide this service. This letter is to serve as a request to add the fees for Lawhon & Associates services to our original agreement.

Total A/E Agreement Amount: \$46,750
Cost of A/V equipment: \$7,825
Amended A/E Fee Amount: \$54,575

Please refer to the services and fee proposal from Lawhon & Associates for additional information.

Please contact me should you require any additional information or documentation.

Thank you.

www.legat.com

Greg Ramage, Upper Arlington Public Library
A/E Amendment Agreement
July 6, 2026
Page 2 of 2

Sincerely,

A handwritten signature in black ink, appearing to read "Dennis M. Paben", with a long horizontal flourish extending to the right.

Dennis M. Paben, AIA
Senior Architect / Project Manager

Legat Architects, Inc.
22 E. Gay Street, Ste. 500
Columbus, OH 43215

ATTACHMENTS Lawhon & Associates, Inc. Services Proposal

EC Greg Ramage, Upper Arlington Public Library
File: 226010:1.01



Lawhon & Associates, Inc.

ENVIRONMENTAL ENGINEERING AND CONSULTING SERVICES

Columbus

Cleveland

Cincinnati

June 16, 2026

Dennis Paben, AIA, NCARB, LEED AP
Senior Architect
Legat Architects
22 East Gay Street, #500
Columbus, OH 43215

**Re: Proposal to Provide Hazardous Materials Consulting Services for the Upper
Arlington Tremont Library Roof Replacement Project**

Mr. Paben,

Lawhon & Associates, Inc. (L&A) is pleased to submit this proposal to conduct a hazardous building materials assessment and remediation design for the above captioned project. L&A's technical approach and associated fees to perform this service are presented in this document.

Project Services

Task 1: Hazardous Building Materials Assessment

L&A will conduct a limited site investigation of the Upper Arlington Tremont Library to assess suspected asbestos containing materials (ACMs) and other potentially hazardous building materials which will be impacted by scheduled roof replacement. L&A will review historical documentation, if available. Accessible suspect asbestos containing materials will be tested for asbestos content via polarized light microscopy (PLM) at an accredited National Voluntary Laboratory Accreditation Program (NVLAP) laboratory. Once the suspect ACMs have been assessed and sampled, a report will follow. The report will include estimated quantities, estimated costs for removal, and duration for abatement. L&A will provide an electronic copy of the Assessment upon completion.

Specifically, L&A will complete the activities outlined below:

1. Review any existing environmental reports and/or historical documentation.
2. Visually inspect accessible project areas that could be potentially impacted for the presence of suspect asbestos containing materials and other potential hazardous materials (such as mercury and PCBs).
3. Sample accessible suspect materials for subsequent asbestos analysis.
4. Quantify amounts of confirmed accessible ACMs.

L&A will prepare a report of the findings of the survey including:

1. Location of confirmed asbestos materials.
2. Quantities of confirmed asbestos materials and other potential hazardous materials.

3. Estimated costs for the removal of confirmed asbestos materials and other potential hazardous materials which may be impacted.

Task 2: Abatement Design Services

L&A will complete the following as part of this task:

1. Create abatement design documents including drawings (if appropriate) and specifications covering all phases of abatement with noted completion requirements. Client shall provide L&A with CAD drawings in .dwg format. These documents will be prepared for inclusion into the overall bid package for the project. L&A will coordinate this effort with the Client.
2. Assist in the administration of the abatement bid phase, primarily by attending a Pre-Bid Meeting, and by responding to bidder's questions and providing addenda to the abatement documents if necessary.
3. Assist in the analysis of bids, especially in determining the capabilities of the successful bidder to accomplish the work.

Proposed Fees

L&A prides itself in completing projects as proposed. A schedule of lump sum fees is itemized below:

Task	Services	Unit Cost	Quantity	Cost
1	HazMat Assessment ¹	\$3,865.00	--	\$3,865.00
2	HazMat Remediation Design	\$3,960.00	--	\$3,960.00
Total:				\$7,825.00
1. L&A has included up to 40 bulk samples. Additional bulk samples will be invoiced at \$20/ sample layer , but only with authorization from Client.				

Limitations

The assessment will be limited to the roof and the materials impacted directly by roof leaks. Hidden/inaccessible materials which require destructive methods for accessing will not be included in the assessment. Legat Architects will be responsible for core cuts and repairing sampling locations of roof materials and providing access to the ceiling materials in the building. L&A will not be responsible for any roof leaks as a result of the testing. The survey will conform to the EPA NESHAPs requirements prior to renovation for this project only. Energized electrical components are excluded from Lawhon's scope of work.

Schedule

L&A can schedule the survey within two (2) weeks of receipt of a returned signed proposal or executed contract. Bulk samples will be processed on a standard five (5) day turnaround. The final report will be submitted within two (2) weeks of receipt of laboratory results.

Client Responsibilities/Assumptions

The Client is to provide L&A with the following:

1. Drawing in electronic Auto CAD format.
2. A schedule of acceptable times during which L&A would be allowed on-site.
3. A site contact and/or means to access all necessary areas for inspection and sampling.
4. Client accepts Lawhon's insurance coverage at the time of contract award. Additional fees may apply if any changes in coverage are requested during contracting or over the course of the project.

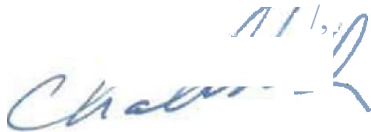
Closure

The L&A team takes pride in delivering consistent and quality work on time and within budget. The experience of the staff and the proven competitiveness of L&A's fee will be a benefit to Legat Architects and the UA Library. One signed copy of this proposal will serve as our authorization to proceed. Exhibit A - General Conditions (Attachment A), attached hereto as and incorporated herein by reference, are a part of this proposal. The proposal cost estimate is effective for a period of sixty (60) days. If you have any questions, please contact Chuck Wilson or Jordan Mederer at (614) 481-8600.

Sincerely,



Jordan Mederer
Practice Leader, HBM



Chuck Wilson
Vice President

Approved by:

Dennis Paben



Legat Architects

Senior Architect/ Project Manager

Title

June 22, 2026

Date

NAME OF CLIENT: Legat Architects

PROJECT NAME: UA Tremont Library Roof Replacement

These General Conditions are a part of each agreement between Lawhon & Associates, Inc. (L&A) and its client for the performance of consulting services. In these General Conditions, the party for whom the services are performed is called "Client", and the written agreement between the parties, including these General Conditions, is called "this Agreement".

1.0 Services by L&A

- 1.1 Scope of Services; Standard of Care.** L&A will perform the services described in this Agreement and in any work release documents or change orders which are issued under this Agreement and signed by both parties. In performing the services, L&A will exercise the degree of care and skill ordinarily exercised by reputable companies performing the same or similar services at the same time in the same geographic area. L & A will not have any obligation to perform services not expressly described in this Agreement or in work release documents or change orders signed by L&A.
- 1.2 Estimates.** Any opinions of probable construction or implementation costs, financial evaluations, feasibility studies or economic analyses prepared by L&A will represent its best judgment based on its experience and available information. However, Client recognizes that L&A has no control over costs of labor, materials, equipment or services furnished by others or over market conditions or contractors' methods of determining prices, and that any evaluation of a facility to be constructed or work to be performed is speculative. Accordingly, L&A does not guaranty that proposals, bids or actual costs will not vary from opinions, evaluations or studies submitted by L&A.
- 1.3 Hazardous Materials.** Unless specifically included in the Scope of Services, L&A's services do not include directly or indirectly performing or arranging for the detection, monitoring, handling, storage, removal, transportation, disposal or treatment of petroleum or petroleum products (collectively called "Oil") or of any hazardous, toxic, radioactive or infectious substances, including any substances regulated under RCRA or any other federal or state environmental laws (collectively called "Hazardous Materials"). The discovery or reasonable suspicion of Hazardous Materials or hazardous conditions at a site where L&A is to perform services or of contamination of the site by Oil or Hazardous Materials not previously disclosed to L&A in writing shall entitle L&A to suspend its services immediately, subject to mutual agreement of terms and conditions applicable to any further services, or to terminate its services and to be paid for services previously performed.
- 1.4 Other Contractors.** L&A shall not have any duty or authority to direct, supervise or oversee any contractors of Client or their work or to provide the means, methods or sequence of their work or to stop their work. **L&A's** services and/or presence at a site shall not relieve others of their responsibility to Client or to others. L&A shall not be liable for the failure of Client's contractors or others to fulfill their responsibilities, and Client agrees to indemnify, hold harmless and defend L&A against any claims arising out of such failures.
- 1.5 Health and Safety.** L&A shall not be responsible for health or safety programs, or precautions related to Client's activities or operations, Client's other contractors, the work of any other person or entity, or Client's site conditions. L&A shall not be responsible for inspecting, observing, reporting or correcting health or safety conditions or deficiencies of Client or others at Client's site. Client agrees to indemnify, hold harmless and defend L&A to the fullest extent permitted by law against any and all claims resulting from or

related to bodily injury or death arising out of such conditions or deficiencies caused by the Client, unless L&A is claimed or deemed to have been negligent in connection therewith. So as not to discourage L&A from voluntarily addressing health or safety issues while at Client's site, in the event L&A does address such issues by making observations, reports, suggestions or otherwise, L&A shall nevertheless have no liability or responsibility arising on account thereof.

- 1.6 Litigation Support.** L&A will not be obligated to provide expert witness or other litigation support related to its services, unless expressly agreed in writing. In the event L&A is required to respond to a subpoena, government inquiry or other legal process in connection with a proceeding to which it is not a party and is tied to litigation the Client is party to, Client shall reimburse L&A for its costs and compensate L&A at its then standard rates for the time it incurs in gathering information and documents and attending depositions, hearings, and the like.
- 1.7 Confidential Information.** L&A will not disclose without Client's consent information provided by Client or developed by L&A in the course of its services and designated by Client as confidential {but not including information which is publicly available, is already in L&A's possession, or is obtained from third parties), L&A shall not be liable for disclosing such information if, in good faith, it believes such disclosure is required by law or is necessary to protect the safety, health, property or welfare of the public. L&A shall notify Client (in advance, except in emergency) of any such disclosure.
- 1.8 No Warranty.** NO WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, **AND ANY** IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

2.0 Responsibilities of Client

2.1 Client requirements. Client, without cost to L&A, shall:

- 2.1.1** Designate to L&A in writing a person to act as Client's representative with respect to the services.
- 2.1.2** Provide or arrange for access and make all provisions for L&A to enter any site where services are to be performed.
- 2.1.3** Furnish L&A with all available information pertinent to the services.
- 2.1.4** Furnish L&A with all relevant information about site conditions and with topographic, property, boundary and right-of way surveys, as needed.
- 2.1.5** Furnish L&A with all approvals, permits and consents from government authorities and others as may be required for performance of the services.
- 2.1.6** Notify L&A promptly of all known or suspected Hazardous Materials at the site, of any contamination of the site by Oil or Hazardous Materials, and of any other conditions requiring special care, and provide L&A with any available documents describing the nature, location and extent of such materials, contamination or conditions.
- 2.1.7** Comply with all laws and provide any notices required to be given to any government authorities in connection with the services, except for such notices L&A has expressly agreed in writing to give.
- 2.1.8** Inform the Owner of the site (if different from Client) of any contamination by or release of Oil or Hazardous Materials at the site.

2.2 Hazards. Client represents and warrants that it does not have any knowledge of Hazardous Materials or unusually hazardous conditions at the site or of contamination of the site by Oil or Hazardous Materials, except as expressly disclosed to L&A in writing.

2.3 Confidentiality. Client acknowledges that any technical or pricing information contained in this Agreement or provided by L&A is confidential and proprietary to L&A and agrees not to disclose it or otherwise make it available to others without L&A's express written consent.

2.4 Documents. All reports, notes, calculations, data, drawings, estimates, specifications and other documents and computerized materials prepared by L&A are instruments of L&A's services and shall remain L&A's property. Documents or computerized materials provided to Client are for Client's use only for the purposes disclosed to L&A, and Client shall not transfer them to others or use them or permit them to be used for any extension of the services or any other project or purpose for which they were not prepared, without L&A's express written consent.

3.0 Changes; Delays; Excused Performance

3.1 Changes. Unless this Agreement expressly provides otherwise, L&A's proposed compensation represents its best estimate, taking into account the costs, effort and time it expects to expend in performing the services as it currently understands them to be, based on its reasonable assumption of the conditions and circumstances under which the services will be performed. As the services are performed, conditions may change or circumstances outside L&A's reasonable control (including changes of law) may develop which would require L&A to expend additional costs, effort or time to complete the services, in which case L&A will notify Client and with Client's approval an equitable adjustment will be made to L&A's compensation and the time for performance. In the event conditions or circumstances require the services to be suspended or terminated, L&A shall be compensated for services previously performed and for costs reasonably incurred in connection with the suspension or termination.

3.2 Force Majeure. L&A shall not be responsible for any delay or failure of performance caused by fire or other casualty, labor dispute, government or military action, transportation delay, inclement weather, Act of God, act or omission of Client or its contractors, failure of Client or any government authority timely to review or to approve the services or to grant permits or approvals, or any other cause beyond L&A's reasonable control, and L&A's compensation shall be equitably adjusted to compensate it for any additional costs it incurs due to any such delay.

4.0 Compensation

4.1 Rates. Unless otherwise agreed in writing, L&A shall be compensated in accordance with its attached proposal.

4.2 Invoices. L&A may invoice Client on a monthly or other progress-billing basis. Invoices are due and payable upon receipt by Client. On amounts not paid within 30 days of invoice date, Client shall pay interest from invoice date until payment is received at the rate of 1.5% per month or, if less, the maximum rate allowed by law. If Client disagrees with any portion of an invoice, it shall notify L&A in writing of the amount in dispute and the reason for its disagreement within 21 days of receipt of the invoice, and shall pay the portion not in dispute.

4.3 Suspension, etc. If payment is not received within 45 days of the invoice date, L&A may upon 7 days' notice suspend or terminate the services and receive compensation for services previously performed and for costs reasonably incurred in connection with the suspension or termination.

4.4 Collection. Client shall reimburse L&A for its costs and expenses (including reasonable attorneys' and witnesses' fees) incurred in any litigation for collection under this Agreement in which L&A obtains a judgment in its favor.

4.5 Taxes, etc. Unless expressly agreed in writing, L&A's fees do not include any taxes, excises, fees, duties or other government charges related to the goods or services provided under this Agreement, and Client shall pay such amounts or reimburse L&A for any amounts it pays. If Client claims that any goods or services are subject to a tax exemption, it shall provide L&A with a valid exemption certificate.

5.0 Insurance; Dispute Resolution; Allocation of Risk

5.1 Insurance. L&A will maintain Workers' Compensation insurance as required by law; employers' liability, comprehensive general liability and automobile liability insurance each with coverage of at least \$1 million per occurrence; and, professional liability insurance with coverage of at least \$1 million per claim; and upon request will furnish insurance certificates to Client. L&A will purchase additional insurance if requested by Client, provided the insurance is reasonably available from carriers acceptable to L&A and Client reimburses L&A for its cost.

5.2 Disputes. If a claim or dispute arises out of this Agreement or its performance, the parties agree to endeavor in good faith to resolve it equitably through negotiation or, if that fails, through nonbinding mediation under the rules of the American Arbitration Association, before having recourse to the courts. However, prior to or during negotiations or mediation, either party may initiate litigation that would otherwise become barred by a statute of limitations; and, L&A may pursue any property liens or other rights it may have to obtain security for the payment of its invoices.

5.3 Indemnification. Client shall indemnify and hold harmless the Consultant and its employees from the liability, settlements, loss, or costs (including reasonable attorney fees and costs of defense) to the extent caused solely by the negligent act, error, or omission of the Client and entities under control or contract with the Client. If such damage results in part from the negligence of another party, Client shall be liable only to the extent of Client's proportional negligence.

5.4 Indemnification regarding Hazardous Materials. Client acknowledges that L&A does not have any responsibility for preexisting Oil and Hazardous Materials at the site, or for their previous detection, monitoring, handling, storage, transportation, disposal or treatment, that L&A's compensation is not commensurate with the unusually high risks associated with such materials, and that insurance is not reasonably available to protect against such risks. Therefore, for the same consideration and in addition to the indemnification provided in Section 5.3, Client agrees to indemnify, hold harmless and defend L&A to the fullest extent permitted by law against all Damages arising out of or related to any Oil or Hazardous Materials located at or removed from the site, including Damages such as costs of response or remediation arising out of the application of common law or statutes such as CERCLA or other "Superfund" laws imposing strict liability or Damages arising out of L&A's negligence; provided, however, that Client shall not be required to indemnify, hold harmless or defend L&A to the extent such Damages are caused directly by L&A's gross negligence or willful misconduct.

5.5 Limitation of Liability. L&A's aggregate liability for all claims arising out of this Agreement or out of any goods or services furnished under this Agreement, whether based in contract, negligence, strict liability, agency, warranty, trespass, indemnity, or any other theory of liability, shall be limited to \$100,000 or the total compensation received by L&A from Client under this Agreement, whichever is greater. In no event shall L&A be liable for special, indirect, incidental or consequential damages, including

commercial loss, loss of use, or lost profits, even if L&A has been advised of the possibility of such damages.

5.6 Employee Injury. Client agrees not to implead or to bring an action against L&A based on any claim of personal injury or death occurring in the course or scope of the injured or deceased person's employment with L&A and related to the services performed under this Agreement.

5.7 Defense. Any defense of L&A required to be provided by Client under this Agreement shall be with counsel selected by L&A and reasonably acceptable to Client.

6.0 Miscellaneous Provisions

6.1 Notices. Notices between the parties shall be in writing and shall be hand delivered or sent by certified mail or acknowledged telefax.

6.2 Assignment, etc. Neither Client nor L&A shall assign or transfer any rights or obligations under this Agreement, except that L&A may assign this Agreement to its affiliates and may use subcontractors in the performance of its services. Nothing contained in this Agreement shall be construed to give any rights or benefits to anyone other than Client and L&A, without the express written consent of both parties. The relationship between Client and L&A is that of independent contracting parties, and nothing in this Agreement or the parties' conduct shall be construed to create a relationship of agency, partnership or joint venture.

6.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

6.4 Headings. The headings in this Agreement are for convenience only and are not a part of the agreement between the parties.

7.0 Exclusive use of L&A Work Product. L&A's work is for the exclusive use of the Client. Client and L&A expressly agree that the work is not intended to benefit any third party and no other entity may rely upon the findings unless expressly designated by the Client in writing and agreed to by L&A in writing.

8.0 Entire agreement, etc. The written document, of which these General Conditions are a part, is the entire agreement between the parties, and supersedes all prior agreements. Any amendments to this Agreement shall be in writing and signed by both parties. In the event of an inconsistency between these General Conditions and any other writings which comprise this Agreement, the other writings shall take precedence.

24-26 Resolution

AUTHORIZING AMENDMENT TO AGREEMENT WITH LEGAT ARCHITECTS FOR THE TREMONT ROOF REPLACEMENT PROJECT

WHEREAS, the Upper Arlington Public Library Board of Trustees (the "Board") approved a contract with Legat Architects to provide professional design services regarding the construction of the Tremont Branch Roof Replacement Project.

WHEREAS, testing of the existing slate shingles were discovered to contain hazardous materials that require a specialized removal plan. This service cannot be provided by Legat Architects.

WHEREAS, Legat Architects has contracted with Lawhon & Associates to provide this service resulting in an increase in the original contract agreement.

WHEREAS, Legat has requested the following increase:

Total Approved Legat Architects Contract:	\$46,750
Cost of Amendment for Hazardous Materials Removal:	<u>\$ 7,825</u>
Total Amended Contract Fee	\$54,575

NOW, THEREFORE, BE IT RESOLVED the Upper Arlington Public Library Board of Trustees approves the proposed amendment to the contract with Legat Architects.

M____ seconded the motion and, after discussion, a roll call vote was taken and the resolution passed.

Ayes: 7 Nays: 0

SIGNATURE SHEET

Resolution No. 24-26

7/21/2026

Upon the motion of Trustee Matthew Courser, seconded by Trustee David Wiseley, the Board approved the RESOLUTION with a roll call vote.

Roll Call Vote:

Peter Hahn	Aye
Matthew Courser	Aye
John Yesso	Aye
Aparna Dial	Aye
Alice Finley	Aye
Brad Pettit	Aye
David Wiseley	Aye

Upper Arlington Public Library Board of Trustees
Upper Arlington, Ohio

CERTIFICATION

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon by the Upper Arlington Public Library Board of Trustees, Upper Arlington, Ohio on the above-noted date.



Lori Piergallini, Fiscal Officer
Upper Arlington Public Library
Upper Arlington, Ohio

Operations Committee

There was no July meeting.

Public Comment

President Peter Hahn welcomed guests. During the public comments the following statements were made.

Upper Arlington Public Library employee and Union President Josh Stewart introduced himself, as well as other Union officers Abby Brigner and Jen Downing to the Board.

President's Report

No President's Report

Adjournment

Trustee David Wiseley made a motion to adjourn the meeting. Trustee Aparna Dial seconded the motion.

Voting:

Peter Hahn	Aye
Matthew Courser	Aye
John Yesso	Aye
Aparna Dial	Aye
Alice Finley	Aye
Brad Pettit	Aye
David Wiseley	Aye

The meeting was adjourned at 5:21p.m.

Peter Hahn
2026-10-07 21:39 UTC

Peter Hahn, President

Matthew Courser
2026-09-16 14:06 UTC

Matthew Courser, Secretary