

Regular Board Meeting

Tuesday, September 19, 2023 6:30 PM

Addison Public Library - Large Meeting Room 1st floor, 4 Friendship Plaza,
Addison, IL 60101

1. **Call to Order**

2. **Roll Call**

3. **Pledge of Allegiance**

4. **Approval of the Agenda**

5. **Public Comment**

6. **Bomb Threat Update**

7. **Treasurer's Report**

8. **Consent Agenda**

8.A. Approval of Minutes

8.B. Approval of Bills & Disbursements

9. **Reports**

9.A. Director & Staff Reports

9.B. Statistics

9.C. Building Project Report

10. **New Business**

10.A. ACTION ITEM: Fixed Assets Policy update

10.B. ACTION ITEM: Employee Selection Policy
update

10.C. ACTION ITEM: Public service policy
updates

10.D. ACTION ITEM: Resolution Providing an
Administrative Update to the Intergovernmental
Agreement with The Library Insurance Management
and Risk Control Combination ("LIMRICC")

10.E. ACTION ITEM: Resolution Providing A
Substantive Update to the Intergovernmental
Agreement with The Library Insurance Management
and Risk Control Combination ("LIMRICC")

10.F. ACTION ITEM: Library Building Project

10.G. Discussion Item: Serving our Public 4.0 -
Chapters 6-9 review

11. **Closed Session (if needed)**

12. **Correspondence & Announcements**

12.A. Library News

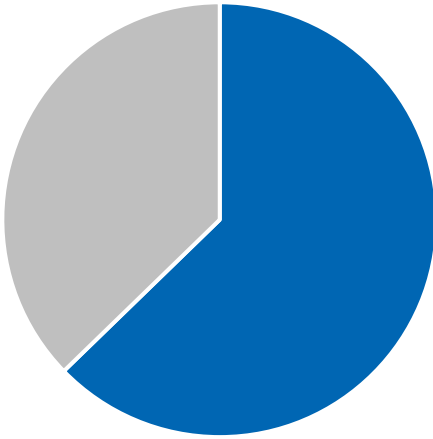
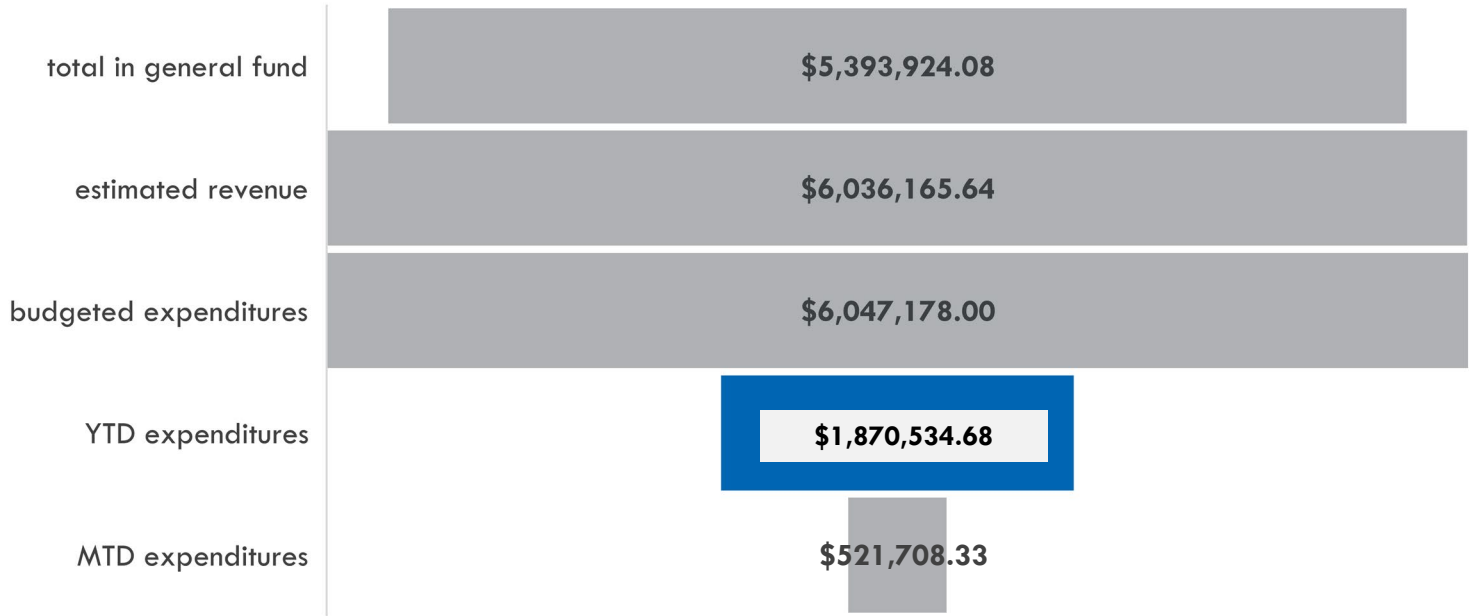
12.B. Other Correspondence

13. **Additional Discussion**

14. **Adjournment**

August 2023 Financial Highlights

General Fund



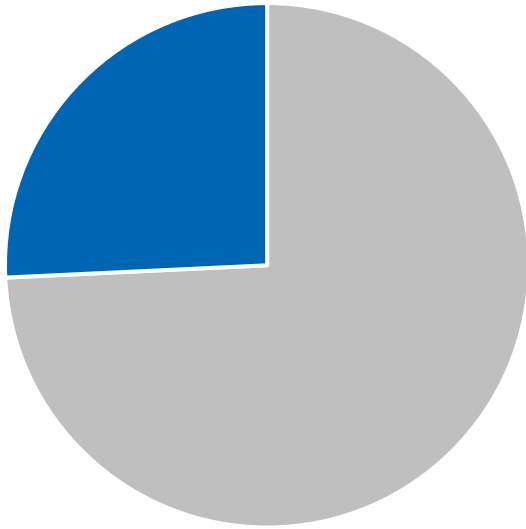
We have received 63% of our estimated revenue for the fiscal year including \$400,584.97 this month.

At this point last year, we had received 61% of our estimated revenue for FY23.



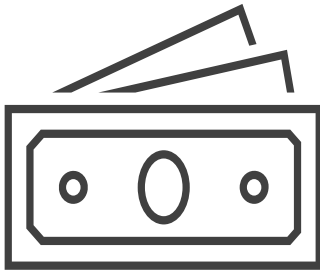
The general fund decreased from \$5.52 million to \$5.39 million from 8/1/2023 to 8/31/2023.

This is a result of \$401k revenue coming in and \$522k (general fund + asset replacement) expended.



35% has been spent out of the general fund. We are 33% through the fiscal year.

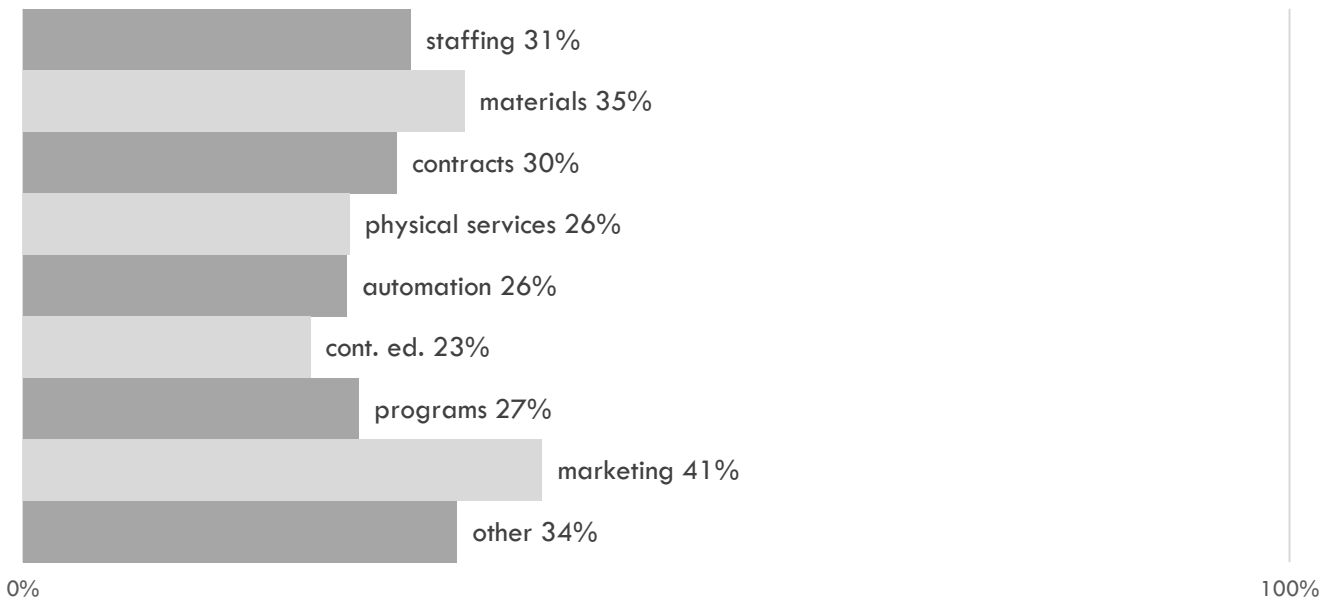
We have budgeted to spend 112% of what is currently in the general fund.



We have spent 31% of our estimated budget.

At this point last year, we had spent 32% of our estimated budget for FY23, so we're behind the previous year's spending.

Year-to-date spending by budget group



Addison Public Library

Balance Sheet as of August 31, 2023

	<u>Beginning</u> <u>Balance</u>	<u>M.T.D.</u> <u>Changes</u>	<u>Ending</u> <u>Balance</u>
<hr/> General Fund <hr/>			
<u>Assets</u>			
10-11-1020 - Cash in Bank - Ill Funds Comingled	52,691.88	(52,691.88)	0.00
10-11-1030 - Cash on Hand - Petty Cash	205.35	0.00	205.35
10-11-1050 - Cash in Bank - Illinois Funds E-Pay	156,381.70	754.42	157,136.12
10-11-1055 - Cash in Bank - Illinois National Bank E-Pay	4,999.65	0.35	5,000.00
10-11-1060 - Cash on Hand - Cash Registers	344.14	0.00	344.14
10-11-1065 - Cash in Bank - Harris Bank Friends	12,276.49	(3,031.31)	9,245.18
10-11-1070 - Cash in Bank - Harris Bank Librarian	2,000.00	0.00	2,000.00
10-11-1075 - Cash in Bank - Harris Bank Comingled	233,263.75	(30,259.31)	203,004.44
10-11-1085 - Cash in Bank - Ehlers	14,479,300.85	36,040.97	14,515,341.82
10-11-1095 - Cash in Bank - Harris Bank MM	5,846,649.52	(198,996.51)	5,647,653.01
10-11-2000 - Allocated Cash	(15,089,430.30)	101,632.81	(14,987,797.49)
10-12-0100 - Property Taxes Receivable	5,828,973.74	0.00	5,828,973.74
10-12-0101 - Due from State	198.16	0.00	198.16
	<u>11,527,854.93</u>	<u>(146,550.46)</u>	<u>11,381,304.47</u>
Liabilities and Fund Balance			
<u>Liabilities</u>			
10-21-2750 - Accounts Payable	127,922.41	(27,817.10)	100,105.31
10-22-0260 - Def Annuity Withholding Payable	(2,390.00)	2,390.00	0.00
10-22-0390 - Accrued Payroll	60,088.37	0.00	60,088.37
10-24-0300 - Deferred Property Taxes	5,828,973.74	0.00	5,828,973.74
	<u>6,014,594.52</u>	<u>(25,427.10)</u>	<u>5,989,167.42</u>
Fund Balance			
10-30-2920 - Reserved - F.I.C.A.	(2,274,029.65)	0.00	(2,274,029.65)
10-30-2930 - Reserved - I.M.R.F.	71,683.47	0.00	71,683.47
10-30-2940 - Reserved - Unemployment Comp.	11,892.77	0.00	11,892.77
10-30-2950 - Reserved - Liability Insurance	(343.96)	0.00	(343.96)
10-30-2960 - Reserved - Audit	7,092.22	0.00	7,092.22
10-30-2965 - Reserved - Workers Comp	23,994.40	0.00	23,994.40
10-30-2970 - Reserved - Per Capita Grant	152,642.16	0.00	152,642.16
10-30-2990 - Unreserved Fund Balance	5,482,902.05	0.00	5,482,902.05
	<u>3,475,833.46</u>	<u>0.00</u>	<u>3,475,833.46</u>
Total Liabilities and Fund Balance	<u>9,490,427.98</u>	<u>(25,427.10)</u>	<u>9,465,000.88</u>
 Excess Revenues Over Expenses	<u>2,037,426.95</u>	<u>(121,123.36)</u>	<u>1,916,303.59</u>

See Accountants' Compilation Report

Addison Public Library

Balance Sheet as of August 31, 2023

	<u>Beginning</u> <u>Balance</u>	<u>M.T.D.</u> <u>Changes</u>	<u>Ending</u> <u>Balance</u>
<hr/> Capital Improvement Fund <hr/>			
<u>Assets</u>			
80-11-1110 - Cash in Bank - III Metropolitan	608,737.68	2,187.92	610,925.60
80-11-2000 - Allocated Cash	15,087,643.27	(101,632.81)	14,986,010.46
	<u>15,696,380.95</u>	<u>(99,444.89)</u>	<u>15,596,936.06</u>
Liabilities and Fund Balance			
<u>Liabilities</u>			
80-21-2750 - Accounts Payable	101,632.81	(51,569.93)	50,062.88
	<u>101,632.81</u>	<u>(51,569.93)</u>	<u>50,062.88</u>
<u>Fund Balance</u>			
80-30-2999 - Reserved for Capital Projects	15,796,094.08	0.00	15,796,094.08
	<u>15,796,094.08</u>	<u>0.00</u>	<u>15,796,094.08</u>
Total Liabilities and Fund Balance	<u>15,897,726.89</u>	<u>(51,569.93)</u>	<u>15,846,156.96</u>
Excess Revenues Over Expenses	<u>(201,345.94)</u>	<u>(47,874.96)</u>	<u>(249,220.90)</u>

<hr/> Rebillables Fund <hr/>			
<u>Assets</u>			
90-11-2000 - Allocated Cash	1,787.03	0.00	1,787.03
	<u>1,787.03</u>	<u>0.00</u>	<u>1,787.03</u>
Liabilities and Fund Balance			
<u>Liabilities</u>			
<u>Fund Balance</u>			
90-30-2990 - Fund Balance	1,787.03	0.00	1,787.03
	<u>1,787.03</u>	<u>0.00</u>	<u>1,787.03</u>
Total Liabilities and Fund Balance	<u>1,787.03</u>	<u>0.00</u>	<u>1,787.03</u>

Addison Public Library

Balance Sheet as of August 31, 2023

	<u>Beginning Balance</u>	<u>M.T.D. Changes</u>	<u>Ending Balance</u>
<hr/> Total All Funds <hr/>			
<u>Assets</u>			
Cash in Bank - Ill Funds Comingled	52,691.88	(52,691.88)	0.00
Cash on Hand - Petty Cash	205.35	0.00	205.35
Cash in Bank - Illinois Funds E-Pay	156,381.70	754.42	157,136.12
Cash in Bank - Illinois National Bank	4,999.65	0.35	5,000.00
Cash on Hand - Cash Registers	344.14	0.00	344.14
Cash in Bank - Harris Bank Friends	12,276.49	(3,031.31)	9,245.18
Cash in Bank - Harris Bank Librarian	2,000.00	0.00	2,000.00
Cash in Bank - Harris Bank Comingled	233,263.75	(30,259.31)	203,004.44
Cash in Bank - Ehlers	14,479,300.85	36,040.97	14,515,341.82
Cash in Bank - Harris Bank MM	5,846,649.52	(198,996.51)	5,647,653.01
Cash in Bank - Ill Metropolitan	608,737.68	2,187.92	610,925.60
Property Taxes Receivable	5,828,973.74	0.00	5,828,973.74
Due from State	198.16	0.00	198.16
	<u>27,226,022.91</u>	<u>(245,995.35)</u>	<u>26,980,027.56</u>
 Liabilities and Fund Balance			
<u>Liabilities</u>			
Accounts Payable	229,555.22	(79,387.03)	150,168.19
Def Annuity Withholding Payable	(2,390.00)	2,390.00	0.00
Accrued Payroll	60,088.37	0.00	60,088.37
Deferred Property Taxes	5,828,973.74	0.00	5,828,973.74
	<u>6,116,227.33</u>	<u>(76,997.03)</u>	<u>6,039,230.30</u>
 <u>Fund Balance</u>			
Reserved - F.I.C.A.	(2,274,029.65)	0.00	(2,274,029.65)
Reserved - I.M.R.F.	71,683.47	0.00	71,683.47
Reserved - Unemployment Comp.	11,892.77	0.00	11,892.77
Reserved - Liability Insurance	(343.96)	0.00	(343.96)
Reserved - Audit	7,092.22	0.00	7,092.22
Reserved - Workers Comp	23,994.40	0.00	23,994.40
Reserved - Per Capita Grant	152,642.16	0.00	152,642.16
Unreserved Fund Balance	5,484,689.08	0.00	5,484,689.08
Reserved for Capital Projects	15,796,094.08	0.00	15,796,094.08
	<u>19,273,714.57</u>	<u>0.00</u>	<u>19,273,714.57</u>
Total Liabilities & Fund Balance	<u>25,389,941.90</u>	<u>(76,997.03)</u>	<u>25,312,944.87</u>
Excess Revenues Over Expenditures	<u>1,836,081.01</u>	<u>(168,998.32)</u>	<u>1,667,082.69</u>

Addison Public Library

Balance Sheet as of August 31, 2023

	Beginning <u>Balance</u>	M.T.D. <u>Changes</u>	Ending <u>Balance</u>
General Capital Assets Fund			
<u>Assets</u>			
95-14-0400 - Building Improvements	1,060,653.18	0.00	1,060,653.18
95-14-0450 - Books and Materials	3,232,802.00	0.00	3,232,802.00
95-14-0480 - Office Equipment	<u>1,169,651.00</u>	<u>0.00</u>	<u>1,169,651.00</u>
	<u>5,463,106.18</u>	<u>0.00</u>	<u>5,463,106.18</u>
Liabilities and Fund Balance			
<u>Liabilities</u>			
95-20-1000 - Accumulated Depreciation	<u>2,392,394.00</u>	<u>0.00</u>	<u>2,392,394.00</u>
	<u>2,392,394.00</u>	<u>0.00</u>	<u>2,392,394.00</u>
<u>Net Capital Assets</u>			
95-30-0600 - Net Capital Assets	<u>3,070,712.18</u>	<u>0.00</u>	<u>3,070,712.18</u>
	<u>3,070,712.18</u>	<u>0.00</u>	<u>3,070,712.18</u>
Total Liabilities and Net Capital Assets	<u><u>5,463,106.18</u></u>	<u><u>0.00</u></u>	<u><u>5,463,106.18</u></u>

Addison Public Library Revenue Report For the 4 Months Ended August 31, 2023

<u>General Fund</u>	<u>Received this Month</u>	<u>Received this Year</u>	<u>Budgeted Receipts</u>	<u>Uncollected Receipts</u>	<u>Prct. Collected</u>
<u>Taxes</u>					
10-41-3201 - Property Current - General	300,033.98	3,224,525.59	5,408,932.09	2,184,406.50	59.61
10-41-3202 - Property Current - F.I.C.A.	4,214.63	45,295.48	75,980.23	30,684.75	59.61
10-41-3203 - Property Current - I.M.R.F.	12,802.93	137,595.70	230,807.86	93,212.16	59.61
10-41-3205 - Property Current - Liability Insurance	3,339.90	35,894.55	60,210.75	24,316.20	59.61
10-41-3206 - Property Current - Audit	318.09	3,418.54	5,734.36	2,315.82	59.62
10-41-3207 - Property Current - Unemployment	318.09	3,418.54	5,734.36	2,315.82	59.62
10-41-3208 - Property Current - Workers Compensation	318.09	3,418.54	5,734.26	2,315.72	59.62
10-41-3301 - Replacement Taxes	27,237.40	81,692.93	135,000.00	53,307.07	60.51
10-41-3400 - Aggregate Refunds	<u>1,988.03</u>	<u>21,365.79</u>	<u>35,839.73</u>	<u>14,473.94</u>	<u>59.61</u>
	<u>350,571.14</u>	<u>3,556,625.66</u>	<u>5,963,973.64</u>	<u>2,407,347.98</u>	<u>59.64</u>
<u>Fines & Fees</u>					
10-42-3010 - Fines	400.34	1,908.45	5,000.00	3,091.55	38.17
10-42-3011 - Reciprocal Borrowing Reimbursements	40.00	40.00	0.00	(40.00)	0.00
10-42-3012 - Nonresident Fees	811.22	1,558.95	2,000.00	441.05	77.95
10-42-3016 - Scanner Fees	715.44	3,543.27	7,500.00	3,956.73	47.24
10-42-3023 - Activity Fees	0.00	4.80	0.00	(4.80)	0.00
10-42-3099 - Printing and Other Fees	<u>746.15</u>	<u>2,667.34</u>	<u>5,000.00</u>	<u>2,332.66</u>	<u>53.35</u>
	<u>2,713.15</u>	<u>9,722.81</u>	<u>19,500.00</u>	<u>9,777.19</u>	<u>49.86</u>
<u>Intergovernmental</u>					
10-43-3004 - Per Capita Grant - Current Year	<u>0.00</u>	<u>52,660.45</u>	<u>52,692.00</u>	<u>31.55</u>	<u>99.94</u>
	<u>0.00</u>	<u>52,660.45</u>	<u>52,692.00</u>	<u>31.55</u>	<u>99.94</u>
<u>Interest</u>					
10-46-3027 - Interest on Illinois Funds Comingled	62.62	62.62	0.00	(62.62)	0.00
10-46-3028 - Other Interest Income	5,455.20	7,651.67	0.00	(7,651.67)	0.00
10-46-3029 - Interest on TD Ameritrade	<u>36,040.97</u>	<u>108,290.93</u>	<u>0.00</u>	<u>(108,290.93)</u>	<u>0.00</u>
	<u>41,558.79</u>	<u>116,005.22</u>	<u>0.00</u>	<u>(116,005.22)</u>	<u>0.00</u>
<u>Miscellaneous</u>					
10-47-3014 - Donations	0.00	0.60	0.00	(0.60)	0.00
10-47-3015 - RAILS Catalog Membership Grant Agreement	0.00	33,174.00	0.00	(33,174.00)	0.00
10-47-3016 - Back to School Fair Donations	0.00	9,600.00	0.00	(9,600.00)	0.00
10-47-3024 - Other Income	0.00	2,000.00	0.00	(2,000.00)	0.00
10-47-3030 - Friends of Addison Public Library	<u>5,741.89</u>	<u>7,049.53</u>	<u>0.00</u>	<u>(7,049.53)</u>	<u>0.00</u>
	<u>5,741.89</u>	<u>51,824.13</u>	<u>0.00</u>	<u>(51,824.13)</u>	<u>0.00</u>
Total Non-Tax Revenues	<u>50,013.83</u>	<u>230,212.61</u>	<u>72,192.00</u>	<u>(158,020.61)</u>	<u>318.89</u>
Total General Fund Revenues	<u>400,584.97</u>	<u>3,786,838.27</u>	<u>6,036,165.64</u>	<u>2,249,327.37</u>	<u>62.74</u>

See Accountants' Compilation Report

**Addison Public Library
Revenue Report
For the 4 Months Ended August 31, 2023**

	<u>Received this Month</u>	<u>Received this Year</u>	<u>Budgeted Receipts</u>	<u>Uncollected Receipts</u>	<u>Prct. Collected</u>
<u>Capital Improvement Fund</u>					
<u>Other</u>					
80-46-3029 - Interest on IMET	2,187.92	7,069.11	0.00	(7,069.11)	0.00
80-47-3019 - Capital Donations	<u>0.00</u>	<u>0.00</u>	<u>100,000.00</u>	<u>100,000.00</u>	<u>0.00</u>
	<u>2,187.92</u>	<u>7,069.11</u>	<u>100,000.00</u>	<u>92,930.89</u>	<u>7.07</u>
<u>Transfers</u>					
Total Capital Improvement Fund Revenues	<u>2,187.92</u>	<u>7,069.11</u>	<u>100,000.00</u>	<u>92,930.89</u>	<u>7.07</u>
<u>Rebillables Fund</u>					
<u>Miscellaneous</u>					
Total All Funds	<u>402,772.89</u>	<u>3,793,907.38</u>	<u>6,136,165.64</u>	<u>2,342,258.26</u>	<u>61.83</u>

Addison Public Library Expense Report For the 4 Months Ended August 31, 2023

	<u>M.T.D.</u> <u>Expended</u>	<u>Y.T.D.</u> <u>Expended</u>	<u>Budgeted</u> <u>Amount</u>	<u>Budgeted</u> <u>Remain.</u>	<u>Prct.</u> <u>Expend.</u>	<u>Prct.</u> <u>Remain.</u>
<u>General Fund</u>						
<u>Staffing</u>						
10-50-1100 - Staff Salaries and Wages	324,443.49	961,455.14	3,150,000.00	2,188,544.86	30.52	69.48
10-50-2200 - Employer F.I.C.A. Expense	24,568.34	72,405.03	251,070.00	178,664.97	28.84	71.16
10-50-2300 - Employer I.M.R.F. Expense	20,471.83	61,090.65	206,211.00	145,120.35	29.63	70.37
10-50-2400 - Health Insurance	29,049.53	163,861.50	515,000.00	351,138.50	31.82	68.18
10-50-2450 - Employee Assistance Program	0.00	3,250.00	3,250.00	0.00	100.00	0.00
10-50-2500 - Recruiting	<u>0.00</u>	<u>0.00</u>	<u>1,000.00</u>	<u>1,000.00</u>	<u>0.00</u>	<u>100.00</u>
	<u>398,533.19</u>	<u>1,262,062.32</u>	<u>4,126,531.00</u>	<u>2,864,468.68</u>	<u>30.58</u>	<u>69.42</u>
<u>Library Materials</u>						
<u>Children Services</u>						
10-52-3100 - Children Books	5,628.18	19,020.82	72,000.00	52,979.18	26.42	73.58
10-52-3900 - Children Other Expenditures	<u>3,438.80</u>	<u>9,109.96</u>	<u>31,000.00</u>	<u>21,890.04</u>	<u>29.39</u>	<u>70.61</u>
	<u>9,066.98</u>	<u>28,130.78</u>	<u>103,000.00</u>	<u>74,869.22</u>	<u>27.31</u>	<u>72.69</u>
<u>Adult Services</u>						
10-54-3110 - Adult Books	15,338.54	52,686.35	166,000.00	113,313.65	31.74	68.26
10-54-3900 - Adult Other Expenditures	<u>3,357.91</u>	<u>24,909.08</u>	<u>88,000.00</u>	<u>63,090.92</u>	<u>28.31</u>	<u>71.69</u>
	<u>18,696.45</u>	<u>77,595.43</u>	<u>254,000.00</u>	<u>176,404.57</u>	<u>30.55</u>	<u>69.45</u>
<u>Other Library Materials</u>						
10-55-3400 - Magazines/News	139.00	6,761.22	11,000.00	4,238.78	61.47	38.53
10-55-3500 - Online Databases	4,116.80	107,859.01	221,000.00	113,140.99	48.80	51.20
10-55-3860 - E-Books	4,518.30	26,181.96	75,000.00	48,818.04	34.91	65.09
10-55-3900 - Other Digital Media	<u>0.00</u>	<u>750.00</u>	<u>46,000.00</u>	<u>45,250.00</u>	<u>1.63</u>	<u>98.37</u>
	<u>8,774.10</u>	<u>141,552.19</u>	<u>353,000.00</u>	<u>211,447.81</u>	<u>40.10</u>	<u>59.90</u>
Total Library Materials	<u>36,537.53</u>	<u>247,278.40</u>	<u>710,000.00</u>	<u>462,721.60</u>	<u>34.83</u>	<u>65.17</u>
<u>General Contractual Services</u>						
10-56-4100 - Legal Fees	772.35	1,274.60	12,000.00	10,725.40	10.62	89.38
10-56-4410 - Collection Agency Fees	349.50	1,001.90	3,500.00	2,498.10	28.63	71.37
10-56-4420 - Equipment Rental & Leasing	166.14	332.28	4,000.00	3,667.72	8.31	91.69
10-56-4450 - Accounting Service Fees	3,450.00	8,700.00	23,000.00	14,300.00	37.83	62.17
10-56-4500 - Payroll Service Fees	7,136.79	15,677.39	53,000.00	37,322.61	29.58	70.42
10-56-4600 - Audit Service Fees	0.00	1,250.00	8,400.00	7,150.00	14.88	85.12
10-56-4900 - Other Contracts	<u>6,502.26</u>	<u>17,166.10</u>	<u>50,000.00</u>	<u>32,833.90</u>	<u>34.33</u>	<u>65.67</u>
	<u>18,377.04</u>	<u>45,402.27</u>	<u>153,900.00</u>	<u>108,497.73</u>	<u>29.50</u>	<u>70.50</u>

Addison Public Library Expense Report For the 4 Months Ended August 31, 2023

	<u>M.T.D.</u> <u>Expended</u>	<u>Y.T.D.</u> <u>Expended</u>	<u>Budgeted</u> <u>Amount</u>	<u>Budgeted</u> <u>Remain.</u>	<u>Prct.</u> <u>Expend.</u>	<u>Prct.</u> <u>Remain.</u>
<u>Physical Services</u>						
<u>Utilities and Services</u>						
10-58-5100 - Natural Gas Service	830.23	5,550.86	25,000.00	19,449.14	22.20	77.80
10-58-5120 - Water Service	646.25	1,228.95	3,500.00	2,271.05	35.11	64.89
10-58-5310 - Refuse Disposal Service	675.80	1,432.85	5,000.00	3,567.15	28.66	71.34
10-58-5320 - Cleaning Service	<u>5,400.00</u>	<u>27,000.00</u>	<u>65,000.00</u>	<u>38,000.00</u>	<u>41.54</u>	<u>58.46</u>
	<u>7,552.28</u>	<u>35,212.66</u>	<u>98,500.00</u>	<u>63,287.34</u>	<u>35.75</u>	<u>64.25</u>
<u>Telecommunications</u>						
10-58-5510 - Telephone	843.71	2,132.50	11,500.00	9,367.50	18.54	81.46
10-58-5570 - Leased Internet Access Line	<u>(278.44)</u>	<u>1,526.46</u>	<u>6,000.00</u>	<u>4,473.54</u>	<u>25.44</u>	<u>74.56</u>
	<u>565.27</u>	<u>3,658.96</u>	<u>17,500.00</u>	<u>13,841.04</u>	<u>20.91</u>	<u>79.09</u>
<u>Maintenance and Repair</u>						
10-58-5610 - Building Supplies	3,246.45	10,479.19	30,000.00	19,520.81	34.93	65.07
10-58-5620 - HVAC	0.00	8,750.00	20,000.00	11,250.00	43.75	56.25
10-58-5690 - Other Building Materials & Repair	0.00	241.86	22,000.00	21,758.14	1.10	98.90
10-58-5710 - Equipment Maintenance & Repair	<u>2,123.48</u>	<u>9,411.30</u>	<u>75,000.00</u>	<u>65,588.70</u>	<u>12.55</u>	<u>87.45</u>
	<u>5,369.93</u>	<u>28,882.35</u>	<u>147,000.00</u>	<u>118,117.65</u>	<u>19.65</u>	<u>80.35</u>
Total Physical Services	<u>13,487.48</u>	<u>67,753.97</u>	<u>263,000.00</u>	<u>195,246.03</u>	<u>25.76</u>	<u>74.24</u>
<u>Automation</u>						
10-61-4800 - System Development	0.00	9,950.00	49,000.00	39,050.00	20.31	79.69
10-61-6100 - ILS Services	1,666.68	14,666.68	132,525.00	117,858.32	11.07	88.93
10-61-6110 - OCLC	0.00	0.00	7,655.00	7,655.00	0.00	100.00
10-61-6200 - Software/Licenses	<u>5,771.76</u>	<u>42,837.13</u>	<u>75,000.00</u>	<u>32,162.87</u>	<u>57.12</u>	<u>42.88</u>
	<u>7,438.44</u>	<u>67,453.81</u>	<u>264,180.00</u>	<u>196,726.19</u>	<u>25.53</u>	<u>74.47</u>
<u>Continuing Education</u>						
10-62-7410 - Administration	312.95	827.70	2,000.00	1,172.30	41.39	58.61
10-62-7420 - Information Technology	0.00	320.00	1,600.00	1,280.00	20.00	80.00
10-62-7430 - Guest Services	0.00	480.00	1,500.00	1,020.00	32.00	68.00
10-62-7440 - Adult Services	335.00	898.88	1,680.00	781.12	53.50	46.50
10-62-7450 - Children Services	75.00	115.50	1,830.00	1,714.50	6.31	93.69
10-62-7455 - Teen Services	0.00	235.88	1,000.00	764.12	23.59	76.41
10-62-7460 - Materials Management	580.00	899.48	2,700.00	1,800.52	33.31	66.69
10-62-7470 - Staff In-Service	1,310.86	2,262.64	7,500.00	5,237.36	30.17	69.83
10-62-7480 - Board	0.00	0.00	500.00	500.00	0.00	100.00
10-62-7500 - Community Engagement	475.00	1,953.57	3,500.00	1,546.43	55.82	44.18
10-62-7510 - Memberships (Staff & Board)	473.00	3,656.00	11,000.00	7,344.00	33.24	66.76
10-62-7550 - In-State Travel	168.95	995.02	7,500.00	6,504.98	13.27	86.73
10-62-7560 - Out-of-State Travel	0.00	1,810.12	15,765.00	13,954.88	11.48	88.52
10-62-7600 - Tuition Reimbursement	<u>0.00</u>	<u>186.67</u>	<u>6,500.00</u>	<u>6,313.33</u>	<u>2.87</u>	<u>97.13</u>
	<u>3,730.76</u>	<u>14,641.46</u>	<u>64,575.00</u>	<u>49,933.54</u>	<u>22.67</u>	<u>77.33</u>

See Accountants' Compilation Report

Addison Public Library Expense Report For the 4 Months Ended August 31, 2023

	<u>M.T.D.</u> <u>Expended</u>	<u>Y.T.D.</u> <u>Expended</u>	<u>Budgeted</u> <u>Amount</u>	<u>Budgeted</u> <u>Remain.</u>	<u>Prct.</u> <u>Expend.</u>	<u>Prct.</u> <u>Remain.</u>
<u>Programs</u>						
10-64-8100 - Adult Services Programs	2,271.17	6,850.68	23,000.00	16,149.32	29.79	70.21
10-64-8120 - Children Services Programs - General	1,057.23	4,945.66	15,000.00	10,054.34	32.97	67.03
10-64-8160 - Teen Program	1,586.43	5,012.21	19,000.00	13,987.79	26.38	73.62
10-64-8165 - Community Engagement Program	29.14	756.34	5,000.00	4,243.66	15.13	84.87
10-64-8170 - IT Programs	<u>610.44</u>	<u>994.42</u>	<u>8,000.00</u>	<u>7,005.58</u>	<u>12.43</u>	<u>87.57</u>
	<u>5,554.41</u>	<u>18,559.31</u>	<u>70,000.00</u>	<u>51,440.69</u>	<u>26.51</u>	<u>73.49</u>
<u>PR/Marketing</u>						
10-64-8210 - Newsletter	6,722.53	16,724.78	48,000.00	31,275.22	34.84	65.16
10-64-8220 - Flyers/Brochures	199.00	2,751.21	6,500.00	3,748.79	42.33	57.67
10-64-8910 - Other Promotions	<u>1,880.43</u>	<u>9,861.29</u>	<u>17,100.00</u>	<u>7,238.71</u>	<u>57.67</u>	<u>42.33</u>
	<u>8,801.96</u>	<u>29,337.28</u>	<u>71,600.00</u>	<u>42,262.72</u>	<u>40.97</u>	<u>59.03</u>
<u>Other Operating Expenses</u>						
<u>Supplies</u>						
10-66-9210 - Office Supplies	813.43	1,350.78	5,000.00	3,649.22	27.02	72.98
10-66-9220 - Guest Services Supplies	84.49	442.48	4,000.00	3,557.52	11.06	88.94
10-66-9230 - Adult Services Supplies	0.00	98.60	1,000.00	901.40	9.86	90.14
10-66-9240 - Children Services Supplies	361.37	1,017.39	3,500.00	2,482.61	29.07	70.93
10-66-9245 - Teen Services Supplies	0.00	99.77	1,000.00	900.23	9.98	90.02
10-66-9250 - Materials Management Supplies	1,026.32	5,541.70	35,000.00	29,458.30	15.83	84.17
10-66-9270 - Information Technology Supplies	2,872.30	7,660.18	20,000.00	12,339.82	38.30	61.70
10-66-9290 - Postage	9.92	3,828.43	10,000.00	6,171.57	38.28	61.72
10-66-9300 - Library Wide Supplies	1,023.91	2,661.34	10,000.00	7,338.66	26.61	73.39
10-66-9330 - Community Engagement Supplies	<u>86.98</u>	<u>1,704.51</u>	<u>5,000.00</u>	<u>3,295.49</u>	<u>34.09</u>	<u>65.91</u>
	<u>6,278.72</u>	<u>24,405.18</u>	<u>94,500.00</u>	<u>70,094.82</u>	<u>25.83</u>	<u>74.17</u>
<u>Insurance</u>						
10-66-9510 - Unemployment Compensation Insurance	0.00	605.30	5,000.00	4,394.70	12.11	87.89
10-66-9520 - Workers' Compensation Insurance	0.00	8,555.00	12,000.00	3,445.00	71.29	28.71
10-66-9530 - Liability Insurance	<u>4,586.00</u>	<u>47,933.00</u>	<u>65,000.00</u>	<u>17,067.00</u>	<u>73.74</u>	<u>26.26</u>
	<u>4,586.00</u>	<u>57,093.30</u>	<u>82,000.00</u>	<u>24,906.70</u>	<u>69.63</u>	<u>30.37</u>
<u>Grant Expenses</u>						
10-66-9840 - Per Capita Grant - Current Year	<u>540.00</u>	<u>4,275.00</u>	<u>52,692.00</u>	<u>48,417.00</u>	<u>8.11</u>	<u>91.89</u>
	<u>540.00</u>	<u>4,275.00</u>	<u>52,692.00</u>	<u>48,417.00</u>	<u>8.11</u>	<u>91.89</u>

**Addison Public Library
Expense Report
For the 4 Months Ended August 31, 2023**

	<u>M.T.D.</u> <u>Expended</u>	<u>Y.T.D.</u> <u>Expended</u>	<u>Budgeted</u> <u>Amount</u>	<u>Budgeted</u> <u>Remain.</u>	<u>Prct.</u> <u>Expend.</u>	<u>Prct.</u> <u>Remain.</u>
<u>Other Expenses</u>						
10-66-9910 - Hardware	2,980.52	7,938.89	50,000.00	42,061.11	15.88	84.12
10-66-9920 - Furniture and Equipment	0.00	0.00	10,000.00	10,000.00	0.00	100.00
10-66-9930 - Reciprocal Borrowing Expense	0.00	0.00	1,000.00	1,000.00	0.00	100.00
10-66-9940 - Cable Broadcast	0.00	800.00	4,800.00	4,000.00	16.67	83.33
10-66-9945 - Back to School Fair Expenses	5,551.38	9,449.22	0.00	(9,449.22)	0.00	100.00
10-66-9950 - Donations	0.00	0.00	500.00	500.00	0.00	100.00
10-66-9955 - PLA Digital Literacy Workshop Incentive	0.00	2,084.05	0.00	(2,084.05)	0.00	100.00
10-66-9960 - Friends of the Library	8,760.00	10,760.00	15,000.00	4,240.00	71.73	28.27
10-66-9970 - FUNshine Committee	263.04	933.88	3,800.00	2,866.12	24.58	75.42
10-66-9980 - Staff Recognition	287.86	306.34	9,000.00	8,693.66	3.40	96.60
10-66-9990 - Contingency	0.00	0.00	100.00	100.00	0.00	100.00
	<u>17,842.80</u>	<u>32,272.38</u>	<u>94,200.00</u>	<u>61,927.62</u>	<u>34.26</u>	<u>65.74</u>
<u>Transfers</u>						
Total Other Operating Expenses	<u>29,247.52</u>	<u>118,045.86</u>	<u>323,392.00</u>	<u>205,346.14</u>	<u>36.50</u>	<u>63.50</u>
Total General Fund Expenditures	<u>521,708.33</u>	<u>1,870,534.68</u>	<u>6,047,178.00</u>	<u>4,176,643.32</u>	<u>30.93</u>	<u>69.07</u>
<u>Capital Improvement Fund</u>						
<u>Asset Replacement</u>						
80-55-1900 - Asset Replacement Expense	0.00	0.00	250,000.00	250,000.00	0.00	100.00
80-55-1905 - FY 24 Renovation Project	<u>50,062.88</u>	<u>256,290.01</u>	<u>10,000,000.00</u>	<u>9,743,709.99</u>	<u>2.56</u>	<u>97.44</u>
	<u>50,062.88</u>	<u>256,290.01</u>	<u>10,250,000.00</u>	<u>9,993,709.99</u>	<u>2.50</u>	<u>97.50</u>
<u>RFID Project</u>						
80-65-1940 - RFID Project	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>100.00</u>
Total Capital Improvement Fund Expenditures	<u>50,062.88</u>	<u>256,290.01</u>	<u>10,250,000.00</u>	<u>9,993,709.99</u>	<u>2.50</u>	<u>97.50</u>
<u>Rebillables Fund</u>						
90-50-5900 - Personal Orders	0.00	0.00	0.00	0.00	0.00	100.00
90-50-5950 - Interlibrary Loans, etc.	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>100.00</u>
Total All Funds	<u>571,771.21</u>	<u>2,126,824.69</u>	<u>16,297,178.00</u>	<u>14,170,353.31</u>	<u>13.05</u>	<u>86.95</u>

See Accountants' Compilation Report

Addison Public Library

Check List

All Bank Accounts

August 1, 2023 - September 19, 2023

Check Number	Check Date	Payee	Amount
Vendor Checks			
1286	08/22/23	Addison Public Library 500004	4,380.00
21153	08/09/23	ADP, LLC #110146	4,386.79
21154	08/09/23	Cook and Kocher Insurance Group 123571	4,586.00
21155	08/09/23	Republic Services #551 122869	337.90
21156	08/09/23	Village of Addison: Misc Exp 500010	893.64
21157	08/10/23	Village of Addison: Misc Exp 500010	88.00
21158	08/16/23	Amazon Capital Services 112300	3,850.22
21159	08/16/23	CDS Office Technologies 131476	822.06
21160	08/16/23	Current Technologies 133170	1,480.30
21161	08/16/23	Mission Square 231901	2,390.00
21162	08/16/23	Nicor Gas 241916	830.23
21163	08/16/23	Unique Patron Services Solutions 312431	349.50
21164	08/16/23	Verizon	109.14
21165	08/16/23	Village of Addison - HSA	1,412.53
21166	08/22/23	Comcast 132554	392.86
21167	08/22/23	Demco Inc 141551	72.10
21168	08/22/23	Global Community Associates 172264	540.00
21169	08/22/23	Sir Speedy Printing 291970	130.00
21170	08/25/23	New Albertson's, Inc. 112212	285.20
21171	08/25/23	Quill 273145	75.24
21172	08/25/23	Village of Addison: Misc Exp 500010	705.99
21173	08/25/23	Village of Addison: Misc Exp 500010	158.15
21174	08/25/23	Village of Addison: Misc Exp 500010	326.26
21175	08/25/23	Village of Addison: Misc Exp 500010	65.24
21176	08/25/23	Village of Addison: Misc Exp 500010	88.00
21177	08/25/23	Village of Addison:Health Ins 500011	1,996.53
21178	08/25/23	Village of Addison:Health Ins 500011	28,085.07
21179	08/29/23	Aurelio's Pizza 113172	65.00
21180	08/29/23	Illinois Notary Discount Bonding Co 192261	82.95
21181	08/29/23	Illinois Notary Discount Bonding Co 192261	82.95
21182	08/29/23	Illinois Notary Discount Bonding Co 192261	82.95
21183	08/29/23	Mission Square 231901	2,390.00
21184	08/29/23	Quill 273145	23.96
21185	08/29/23	Village of Addison: Misc Exp 500010	37.85
21185	08/29/23	Village of Addison: Misc Exp 500010	(37.85)
21186	08/30/23	SCARCE 291317	150.00
37645	09/07/23	4imprint, Inc. 162600	580.09
37646	09/07/23	Amazon Capital Services 112300	921.99
37647	09/07/23	Amazon Capital Services 112300	766.59
37648	09/07/23	Balloons by Laura 120311	510.00
37649	09/07/23	Blackstone Publishing, Inc 122220	38.95
37650	09/07/23	BMO Harris Bank N.A. - Payments 122301	4,751.71
37651	09/07/23	Catalina Maria Johnson	391.92
37652	09/07/23	CDS Office Technologies 131476	970.42
37653	09/07/23	Center Point Publishing 131571	145.62
37654	09/07/23	Children's Plus, Inc. 131861	832.42
37655	09/07/23	Comcast 132548	63.27
37656	09/07/23	Convergint Technologies LLC 132568	752.00
37657	09/07/23	Crimson Multimedia Dist. 132835	283.39
37658	09/07/23	Current Technologies 133170	3,346.92
37659	09/07/23	D&Z House of Books Inc 143662	722.23
37660	09/07/23	Erika Ochoa 281526	150.00
37661	09/07/23	Flavor Frenzy 162100	25.00
37662	09/07/23	Francotyp-Postalia, Inc 162817	166.14
37663	09/07/23	GALE/CENGAGE Learning 171152	961.25
37664	09/07/23	Grainger 333337	712.31
37665	09/07/23	IL Library Association 192210	875.00

Addison Public Library**Check List**

All Bank Accounts

August 1, 2023 - September 19, 2023

Check Number	Check Date	Payee	Amount
37666	09/07/23	Information Today Inc 171154	323.53
37667	09/07/23	Ingram Library Service 192452	72.52
37668	09/07/23	Kranz, Inc. 212800	1,133.00
37669	09/07/23	Lindenmeyr Munroe	472.86
37670	09/07/23	Lucas De Mattos Marcondes 221985	32.16
37671	09/07/23	Mark D Anderson 112330	350.00
37672	09/07/23	Muggs n Manor 233100	25.00
37673	09/07/23	OTC Brands, Inc 252842	314.25
37674	09/07/23	Playaway 262219	589.51
37675	09/07/23	Product Architecture + Design 262850	50,062.88
37676	09/07/23	Quill 273145	475.01
37677	09/07/23	Republic Services #551 122869	337.90
37678	09/07/23	Rock Valley Publishing, LLC 282528	45.00
37679	09/07/23	Village of Addison: Misc Exp 500010	65.24
37680	09/07/23	Village of Addison: Water Ser 500013	646.25
37681	09/07/23	Village of Addison:Health Ins 500011	253.23
37682	09/07/23	Wired 331970	20.00
37683	09/07/23	World Book School & Library 332571	3,477.60
37684	09/19/23	Addison Park District 111440	280.00
37685	09/19/23	Amazon Capital Services 112300	756.65
37686	09/19/23	Amazon Capital Services 112300	3,368.10
37687	09/19/23	Amazon Capital Services 112300	900.09
37688	09/19/23	Amazon Capital Services 112300	107.70
37689	09/19/23	American Library Association	236.00
37690	09/19/23	Baker & Taylor 120290	3,668.73
37691	09/19/23	Baker & Taylor 120300	299.38
37692	09/19/23	Baker & Taylor 120310	11,474.82
37693	09/19/23	Bibliotheca, LLC 121830	3,927.97
37694	09/19/23	CDS Office Technologies 131476	1,793.35
37695	09/19/23	Children's Plus, Inc. 131861	969.87
37696	09/19/23	Complete Cleaning, Inc. 132562	5,400.00
37697	09/19/23	Crimson Multimedia Dist. 132835	913.50
37698	09/19/23	D&Z House of Books Inc 143662	874.32
37699	09/19/23	Demco Inc 141551	50.91
37700	09/19/23	Donna Quick 273141	53.90
37701	09/19/23	Drip Investor 142846	74.00
37702	09/19/23	Ehler Investment Partners, LLC 151700	2,101.92
37703	09/19/23	Erika Ochoa 281526	150.00
37704	09/19/23	Gabriela Tafolla 162821	76.47
37705	09/19/23	GALE/CENGAGE Learning 171152	111.97
37706	09/19/23	Grainger 333337	747.10
37707	09/19/23	Heyl Royster 181565	660.00
37708	09/19/23	IL Library Association 192210	150.00
37709	09/19/23	Intentional Eneergy 3 LLC 211967	300.00
37710	09/19/23	Jenna Eisenberg 273147	75.00
37711	09/19/23	Jenny Cuevas 892155	31.44
37712	09/19/23	Kate Diego 892178	16.96
37713	09/19/23	Kiwanis Club of Addison 211991	35.00
37714	09/19/23	Lauterbach&Amen LLP 172582	3,450.00
37715	09/19/23	Len's Ace Hardware, Inc. 221567	403.41
37716	09/19/23	Library Ideas 221922	1,122.10
37717	09/19/23	Lindenmeyr Munroe	255.40
37718	09/19/23	Mark D Anderson 112330	350.00
37719	09/19/23	Marti LaHood - 281914	160.00
37720	09/19/23	Matthew Williams 892182	39.04
37721	09/19/23	Mi Dulce Michoacana #5 231976	375.00
37722	09/19/23	Midwest Tape 231925	3,975.67
37723	09/19/23	Nardi's Pizza 241172	312.00

Addison Public Library

Check List

All Bank Accounts

August 1, 2023 - September 19, 2023

Check Number	Check Date	Payee	Amount
37724	09/19/23	ODP Business Solutions 251353	307.74
37725	09/19/23	Patricia Trampas 261181	80.00
37726	09/19/23	Patti Gebala 892144	22.47
37727	09/19/23	Paul Rubio	5.24
37728	09/19/23	Paul Sebedyn 121575	325.00
37729	09/19/23	Quill 273145	875.09
37730	09/19/23	Rails 281145	6,046.68
37731	09/19/23	Robbins Schwartz 282514	112.35
37732	09/19/23	Sara Lock	23.32
37733	09/19/23	Sentrum Marketing LLC 291532	478.90
37734	09/19/23	Sikich LLP 291934	2,750.00
37735	09/19/23	Sir Speedy Printing 291970	278.54
37736	09/19/23	Swan 293316	315.00
37737	09/19/23	Terrance Lynch 301565	150.00
37738	09/19/23	Texas Association of School Boards 301519	4,000.00
37739	09/19/23	Tumbleweed Press Inc 303151	639.20
37740	09/19/23	Villa Park Electrical Supply 321940	325.20
37741	09/19/23	VisoGraphic 322200	6,722.53
Vendor Check Total			<u>211,882.95</u>
Check List Total			<u><u>211,882.95</u></u>

Check count = 133

Addison Public Library Check Register

All Bank Accounts
August 2023

Payee/Account #	Account Description	Description	Amount	Check Number	Check Date	Check Amount
Vendor Checks						
Addison Public Library 500004 10-66-9960	Friends of the Library	Addison Public Library 500004	4,380.00	1286	08/22/23	<u>4,380.00</u>
ADP, LLC #110146 10-56-4500 10-56-4500	Payroll Service Fees Payroll Service Fees	Inv #639490266 Inv #639489996	4,018.29 368.50	21153	08/09/23	<u>4,386.79</u>
Cook and Kocher Insurance Group 123571 10-66-9530	Liability Insurance	Policy #ATB6694628-02 - Cyber Liability Policy	4,586.00	21154	08/09/23	<u>4,586.00</u>
Republic Services #551 122869 10-58-5310	Refuse Disposal Service	Acct #3-0551-3000027	337.90	21155	08/09/23	<u>337.90</u>
Village of Addison: Misc Exp 500010 10-22-0255	Other Insurance Withholding Payable	Standard Self Bill w/Retro - August 2023	893.64	21156	08/09/23	<u>893.64</u>
Village of Addison: Misc Exp 500010 10-22-0255	Other Insurance Withholding Payable	MetLife Hyatt Legal - July 2023	88.00	21157	08/10/23	<u>88.00</u>
Amazon Capital Services 112300 10-66-9945 10-66-9945 10-66-9945 10-64-8160	Back to School Fair Expenses Back to School Fair Expenses Back to School Fair Expenses Teen Program	Inv #1M7H-GYQY-D6XY Inv #1DRN-MFNF-9MTR Inv #1QQ3-Q3V1-9CX3 Inv #1QQ3-Q3V1-9CX3	1,478.69 1,884.48 377.91 109.14	21158	08/16/23	<u>3,850.22</u>
CDS Office Technologies 131476 10-58-5710	Equipment Maintenance & Repair	Inv #1550758	822.06	21159	08/16/23	<u>822.06</u>
Current Technologies 133170 10-61-6200	Software/Licenses	Inv #13870	1,480.30	21160	08/16/23	<u>1,480.30</u>
Mission Square 231901 10-22-0260	Def Annuity Withholding Payable	Mission Square Plan #306740	2,390.00	21161	08/16/23	<u>2,390.00</u>
Nicor Gas 241916 10-58-5100	Natural Gas Service	Acct #66-89-55-1902 4	830.23	21162	08/16/23	<u>830.23</u>
Unique Patron Services Solutions 312431 10-56-4410	Collection Agency Fees	Inv #6115491	349.50	21163	08/16/23	<u>349.50</u>

Addison Public Library Check Register

All Bank Accounts
August 2023

Payee/Account #	Account Description	Description	Amount	Check Number	Check Date	Check Amount
Verizon 10-58-5570	Leased Internet Access Line	Inv #9941387875	109.14	21164	08/16/23	<u>109.14</u>
Village of Addison - HSA 10-50-2400	Health Insurance	EE & ER HSA Contribution for Payroll 8/16/23	1,412.53	21165	08/16/23	<u>1,412.53</u>
Comcast 132554 10-58-5510	Telephone	Inv #179200560	392.86	21166	08/22/23	<u>392.86</u>
Demco Inc 141551 10-66-9250	Materials Management Supplies	Inv #7341005	72.10	21167	08/22/23	<u>72.10</u>
Global Community Associates 172264 10-66-9840	Per Capita Grant - Current Year	Inv #0088 (Payment 2 or 3)	540.00	21168	08/22/23	<u>540.00</u>
Sir Speedy Printing 291970 10-64-8220	Flyers/Brochures	Inv #86261 - Social Services Takeaway	130.00	21169	08/22/23	<u>130.00</u>
New Albertson's, Inc. 112212 10-66-9210	Office Supplies	7/24/23 - Meet with the Director	28.98	21170	08/25/23	<u>285.20</u>
10-64-8170	IT Programs	7/25/23 - IT	108.87			
10-66-9210	Office Supplies	7/11/23 - Ragdha's	66.92			
10-66-9210	Office Supplies	7/18/23 - Andrew's party	36.46			
10-62-7470	Staff In-Service	8/3/23 - Staff In-Service	12.00			
10-62-7470	Staff In-Service	8/3/23 - Staff in-Service	31.97			
Quill 273145 10-66-9300	Library Wide Supplies	Inv #33767462	75.24	21171	08/25/23	<u>75.24</u>
Village of Addison: Misc Exp 500010 10-22-0255	Other Insurance Withholding Payable	Standard Self Bill - September 2023	705.99	21172	08/25/23	<u>705.99</u>
Village of Addison: Misc Exp 500010 10-22-0255	Other Insurance Withholding Payable	TransAmerica - July 2023	158.15	21173	08/25/23	<u>158.15</u>
Village of Addison: Misc Exp 500010 10-22-0255	Other Insurance Withholding Payable	Standard Misc Bill - September 2023	326.26	21174	08/25/23	<u>326.26</u>

Addison Public Library Check Register

All Bank Accounts
August 2023

Payee/Account #	Account Description	Description	Amount	Check Number	Check Date	Check Amount
Village of Addison: Misc Exp 500010 10-22-0255	Other Insurance Withholding Payable	Nationwide Pet Insurance - July 2023	65.24	21175	08/25/23	<u>65.24</u>
Village of Addison: Misc Exp 500010 10-22-0255	Other Insurance Withholding Payable	MetLife Hyatt Legal - September 2023	88.00	21176	08/25/23	<u>88.00</u>
Village of Addison:Health Ins 500011 10-50-2400	Health Insurance	Delta Dental - September 2023	1,996.53	21177	08/25/23	<u>1,996.53</u>
Village of Addison:Health Ins 500011 10-50-2400	Health Insurance	BCBS - September 2023	28,085.07	21178	08/25/23	<u>28,085.07</u>
Aurelio's Pizza 113172 10-64-8100	Adult Services Programs	ELL Conversation Group 8/30/23	65.00	21179	08/29/23	<u>65.00</u>
Illinois Notary Discount Bonding Co 192261 10-66-9210	Office Supplies	Notary Bond Package - Elizabeth Freebairn	82.95	21180	08/29/23	<u>82.95</u>
Illinois Notary Discount Bonding Co 192261 10-66-9210	Office Supplies	Nortary Bond Package - Angela M. Caringella	82.95	21181	08/29/23	<u>82.95</u>
Illinois Notary Discount Bonding Co 192261 10-66-9210	Office Supplies	Notary Bond Package - Steven J. Slavick	82.95	21182	08/29/23	<u>82.95</u>
Mission Square 231901 10-22-0260	Def Annuity Withholding Payable	Mission Square Plan #306740	2,390.00	21183	08/29/23	<u>2,390.00</u>
Quill 273145 10-66-9300	Library Wide Supplies	Inv #33977589	23.96	21184	08/29/23	<u>23.96</u>
Village of Addison: Misc Exp 500010 10-22-0250	Health Insurance Withholding Payable	Allstate Identity September 2023	37.85	21185	08/29/23	<u>37.85</u>
Village of Addison: Misc Exp 500010 10-22-0250	Health Insurance Withholding Payable	TO VOID CHECK #21185	-37.85	21185	08/29/23	<u>(37.85)</u>
SCARCE 291317				21186	08/30/23	<u>150.00</u>

Addison Public Library Check Register

All Bank Accounts
August 2023

Payee/Account #	Account Description	Description	Amount	Check Number	Check Date	Check Amount
10-56-4900	Other Contracts	Where is Away? Information Exhibit 9/23	150.00			
4imprint, Inc. 162600				37645	09/07/23	<u>580.09</u>
10-64-8910	Other Promotions	Inv# 11585501	580.09			
Amazon Capital Services 112300				37646	09/07/23	<u>921.99</u>
10-66-9945	Back to School Fair Expenses	Inv# 1YH4-NVXJ-C6TH	276.64			
10-66-9945	Back to School Fair Expenses	Inv# 1X1G-CX7P-CLK9	41.99			
10-66-9945	Back to School Fair Expenses	Inv# 1H4M-DC7Y-C3QQ	208.96			
10-66-9945	Back to School Fair Expenses	Inv# 1HJM-JWW6-7XMX	113.37			
10-66-9970	FUNshine Committee	Inv# 1P67-64XN-9P6R	29.99			
10-52-3100	Children Books	Inv# 1RX7-XJ77-PFJR	6.99			
10-52-3900	Children Other Expenditures	Inv# 1RX7-XJ77-PFJR	38.48			
10-54-3110	Adult Books	Inv# 1W4Q-RKF7-NQLC	65.79			
10-54-3110	Adult Books	Inv# 1WNL-7XK1-P3GV	73.28			
10-54-3110	Adult Books	Inv# 17NN-GGPC-P17J	40.94			
10-54-3110	Adult Books	Inv# 1R7F-6JHJ-14KJ	10.99			
10-54-3110	Adult Books	Inv# 11PD-GTCH-9YHP	14.57			
Amazon Capital Services 112300				37647	09/07/23	<u>766.59</u>
10-64-8100	Adult Services Programs	Inv# 16D3-9KVL-1GF3	69.73			
10-64-8120	Children Services Programs - General	Inv# 1NNT-DTXM-WD73	128.28			
10-64-8120	Children Services Programs - General	Inv# 16FY-T1RM-13M9	132.82			
10-64-8120	Children Services Programs - General	Inv# 14KT-JDPK-1GKM	46.96			
10-64-8120	Children Services Programs - General	Inv# 1MJ3-HN43-17HT	129.86			
10-52-3900	Children Other Expenditures	Inv# 114D-391P-11JP	9.97			
10-54-3110	Adult Books	Inv# 114D-391P-11JP	19.99			
10-66-9270	Information Technology Supplies	Inv# 1KRV-6M96-1Q13	177.98			
10-66-9270	Information Technology Supplies	Inv# 1X7G-YNJG-1K7P	51.00			
Balloons by Laura 120311				37648	09/07/23	<u>510.00</u>
10-64-8910	Other Promotions	Inv# 95 - 8.21.23	510.00			
Blackstone Publishing, Inc 122220				37649	09/07/23	<u>38.95</u>
10-54-3900	Adult Other Expenditures	Inv# 2112365 - 8.1.23	38.95			
BMO Harris Bank N.A. - Payments 122301				37650	09/07/23	<u>4,751.71</u>
10-66-9210	Office Supplies	Sam's Club	7.96			
10-66-9210	Office Supplies	Jewel Osco	5.49			
10-66-9270	Information Technology Supplies	Target	12.34			
10-66-9290	Postage	USPS	9.92			

Addison Public Library Check Register

All Bank Accounts
August 2023

Payee/Account #	Account Description	Description	Amount	Check Number	Check Date	Check Amount
10-64-8165	Community Engagement Program	Walmart	29.14			
10-62-7500	Community Engagement	Library Marketing and Communications Conference (LMCC)	475.00			
10-66-9980	Staff Recognition	Staff Development Day 8.4.23 - Sam's Club	7.86			
10-64-8910	Other Promotions	Signs.com	544.85			
10-61-6200	Software/Licenses	Zoom	15.99			
10-61-6200	Software/Licenses	Screenconnect	34.00			
10-61-6200	Software/Licenses	Adobe	312.60			
10-61-6200	Software/Licenses	Zoho Corp	115.00			
10-61-6200	Software/Licenses	Zoom	15.99			
10-61-6200	Software/Licenses	Network Solutions	54.98			
10-61-6200	Software/Licenses	Network Solutions	9.99			
10-61-6200	Software/Licenses	Wordpress.com	99.00			
10-61-6200	Software/Licenses	Zoho	123.50			
10-61-6200	Software/Licenses	Zoom	15.99			
10-61-6200	Software/Licenses	Lightspeed	94.50			
10-61-6200	Software/Licenses	Screenconnect	38.00			
10-61-6200	Software/Licenses	SMTP2GO	15.00			
10-64-8160	Teen Program	Sam's Club	268.96			
10-64-8160	Teen Program	Sam's Club	212.68			
10-62-7450	Children Services	Library Works	50.00			
10-62-7450	Children Services	Library Works	25.00			
10-64-8100	Adult Services Programs	Sam's Club	172.52			
10-58-5610	Building Supplies	Midwater Systems	-74.57			
10-62-7510	Memberships (Staff & Board)	Sam's Club	110.00			
10-54-3110	Adult Books	FedEx	363.56			
10-62-7410	Administration	LJ & SLJ Safety Summit	210.99			
10-62-7410	Administration	HR Source	75.00			
10-62-7470	Staff In-Service	Caputo's	847.00			
10-62-7470	Staff In-Service	Panera	331.21			
10-62-7470	Staff In-Service	Staff Development Day 8.4.23 - Sam's Club	88.68			
10-66-9220	Guest Services Supplies	Ziptie.com	33.58			
Catalina Maria Johnson				37651	09/07/23	<u>391.92</u>
10-64-8100	Adult Services Programs	Music as a Cultural History - 9.11.23	391.92			
CDS Office Technologies 131476				37652	09/07/23	<u>970.42</u>
10-58-5710	Equipment Maintenance & Repair	Inv# INV1552310 - 8.10.23	549.42			
10-66-9270	Information Technology Supplies	Inv# INV1546651 - 7.19.23	421.00			

Addison Public Library Check Register

All Bank Accounts
August 2023

Payee/Account #	Account Description	Description	Amount	Check Number	Check Date	Check Amount
Center Point Publishing 131571 10-54-3110	Adult Books	Inv# 2033545 - 8.3.23	145.62	37653	09/07/23	<u>145.62</u>
Children's Plus, Inc. 131861 10-52-3100 10-66-9250	Children Books Materials Management Supplies	Inv# 233361 - 08.03.23 Inv# 233361 - 08.03.23	802.92 29.50	37654	09/07/23	<u>832.42</u>
Comcast 132548 10-58-5510	Telephone	Account# 8771 20 183 0148973	63.27	37655	09/07/23	<u>63.27</u>
Convergint Technologies LLC 132568 10-58-5710	Equipment Maintenance & Repair	Inv# IN00083146 - 8.11.23	752.00	37656	09/07/23	<u>752.00</u>
Crimson Multimedia Dist. 132835 10-52-3900 10-52-3900 10-54-3900	Children Other Expenditures Children Other Expenditures Adult Other Expenditures	PO CS06272023 PO CS07112023 PO AS07112023	40.00 101.67 141.72	37657	09/07/23	<u>283.39</u>
Current Technologies 133170 10-61-6200	Software/Licenses	Inv# 13887 - 8.22.23	3,346.92	37658	09/07/23	<u>3,346.92</u>
D&Z House of Books Inc 143662 10-54-3110	Adult Books	Inv# 2023/I160517 - 8.16.23	722.23	37659	09/07/23	<u>722.23</u>
Erika Ochoa 281526 10-64-8100	Adult Services Programs	AS Program - Erika Ochoa Zumba - 09.18.23	150.00	37660	09/07/23	<u>150.00</u>
Flavor Frenzy 162100 10-64-8100	Adult Services Programs	Gift Card - Summer Reading Prizes - 8.15.23	25.00	37661	09/07/23	<u>25.00</u>
Francotyp-Postalia, Inc 162817 10-56-4420	Equipment Rental & Leasing	Inv# RI05876506	166.14	37662	09/07/23	<u>166.14</u>
GALE/CENGAGE Learning 171152 10-54-3110 10-54-3110 10-54-3110 10-54-3110 10-54-3110	Adult Books Adult Books Adult Books Adult Books Adult Books	Inv# 81680079 Inv# 81724226 Inv# 81664966 Inv# 81690356 Inv# 81738153	92.77 220.71 352.68 127.15 27.19	37663	09/07/23	<u>961.25</u>

Addison Public Library Check Register

All Bank Accounts
August 2023

Payee/Account #	Account Description	Description	Amount	Check Number	Check Date	Check Amount
10-54-3110	Adult Books	Inv# 81684543	140.75			
Grainger 333337 10-58-5610	Building Supplies	Inv# 9799060869	712.31	37664	09/07/23	<u>712.31</u>
IL Library Association 192210 10-62-7510	Memberships (Staff & Board)	2023 Membership - Inv# 255769	75.00	37665	09/07/23	<u>875.00</u>
10-62-7510	Memberships (Staff & Board)	2023 Membership - Member ID 823920	200.00			
10-62-7440	Adult Services	IL Conference Registration - Ana Beltran Inv# 255761	300.00			
10-62-7460	Materials Management	2023 IL Annual Conference - Inv# 253615	300.00			
Information Today Inc 171154 10-54-3110	Adult Books	Inv# 1762832-B1	323.53	37666	09/07/23	<u>323.53</u>
Ingram Library Service 192452 10-54-3110	Adult Books	Inv# 77430941	72.52	37667	09/07/23	<u>72.52</u>
Kranz, Inc. 212800 10-58-5610	Building Supplies	Order# 1787360-00	1,133.00	37668	09/07/23	<u>1,133.00</u>
Lindenmeyr Munroe 10-66-9300	Library Wide Supplies	Inv# 71274964 RI	298.50	37669	09/07/23	<u>472.86</u>
10-66-9300	Library Wide Supplies	Inv# 71281296 RI	174.36			
Lucas De Mattos Marcondes 221985 10-62-7550	In-State Travel	Reaching Forward Conference - REISSUE LOST CHECK	32.16	37670	09/07/23	<u>32.16</u>
Mark D Anderson 112330 10-64-8160	Teen Program	Teen Progmds - Drawing Instructor - 9.7.23	350.00	37671	09/07/23	<u>350.00</u>
Muggs n Manor 233100 10-64-8100	Adult Services Programs	Gift Card- Summer Reading Prizes - 8.15.23	25.00	37672	09/07/23	<u>25.00</u>
OTC Brands, Inc 252842 10-64-8120	Children Services Programs - General	Inv# 72593022801	244.31	37673	09/07/23	<u>314.25</u>
10-66-9240	Children Services Supplies	Inv# 72587378701	69.94			

Addison Public Library Check Register

All Bank Accounts
August 2023

Payee/Account #	Account Description	Description	Amount	Check Number	Check Date	Check Amount
Playaway 262219 10-52-3900	Children Other Expenditures	Inv# 437305	589.51	37674	09/07/23	<u>589.51</u>
Product Architecture + Design 262850 80-55-1905	FY 24 Renovation Project	Inv# 1650.0678	50,062.88	37675	09/07/23	<u>50,062.88</u>
Quill 273145 10-66-9945	Back to School Fair Expenses	Inv# 33510367	41.72	37676	09/07/23	<u>475.01</u>
10-66-9945	Back to School Fair Expenses	Inv# 33522526	81.51			
10-66-9945	Back to School Fair Expenses	Inv# 33533791	293.53			
10-66-9250	Materials Management Supplies	Inv# 33963203	26.99			
10-66-9250	Materials Management Supplies	Inv# 33963290	31.26			
Republic Services #551 122869 10-58-5310	Refuse Disposal Service	inv# 0551-015755259	337.90	37677	09/07/23	<u>337.90</u>
Rock Valley Publishing, LLC 282528 10-55-3400	Magazines/News	Account# 52018 - Subscription Renewal	45.00	37678	09/07/23	<u>45.00</u>
Village of Addison: Misc Exp 500010 10-22-0255	Other Insurance Withholding Payable	Liability - August 2023	65.24	37679	09/07/23	<u>65.24</u>
Village of Addison: Water Ser 500013 10-58-5120	Water Service	Account # 5433070004-001 - 8.18.23	646.25	37680	09/07/23	<u>646.25</u>
Village of Addison:Health Ins 500011 10-50-2400	Health Insurance	VSP September 2023 - Health	253.23	37681	09/07/23	<u>253.23</u>
Wired 331970 10-55-3400	Magazines/News	One Year Renewal - Magazines 8.24.23	20.00	37682	09/07/23	<u>20.00</u>
World Book School & Library 332571 10-55-3500	Online Databases	Inv# 0001653802	3,477.60	37683	09/07/23	<u>3,477.60</u>
Addison Park District 111440 10-66-9980	Staff Recognition	Receipt # 1194636	280.00	37684	09/19/23	<u>280.00</u>
Amazon Capital Services 112300 10-66-9910	Hardware	Inv# 1DCN-RYKP-FVLR	113.00	37685	09/19/23	<u>756.65</u>

Addison Public Library Check Register

All Bank Accounts
August 2023

Payee/Account #	Account Description	Description	Amount	Check Number	Check Date	Check Amount
10-64-8170	IT Programs	Inv# 19CX-YW9G-GVXD	152.66			
10-64-8160	Teen Program	Inv# 14M4-NNRG-GY4V	115.65			
10-54-3110	Adult Books	Inv# 1X3V-N49M-HF4J	12.96			
10-54-3110	Adult Books	Inv# 19YN-HW76-HGNL	24.49			
10-54-3110	Adult Books	Inv# 1KN9-R1NQ-GYWY	16.95			
10-54-3900	Adult Other Expenditures	Inv# 1X3V-N49M-HF4J	9.99			
10-66-9240	Children Services Supplies	Inv# 1CDG- -VHJV -HCNL	128.59			
10-66-9270	Information Technology Supplies	Inv# 1RNW-77CW-GHQM	66.46			
10-66-9270	Information Technology Supplies	Inv# 1PXX-NLPT-DCMK	51.57			
10-66-9270	Information Technology Supplies	Inv# 1T6X-DXYX-6G4V	12.49			
10-66-9270	Information Technology Supplies	Inv# 1WGN-NR7G-HX44	51.84			
Amazon Capital Services 112300				37686	09/19/23	<u>3,368.10</u>
10-66-9910	Hardware	Inv# 1HDV - GRG7- 6QLP	2,587.54			
10-64-8170	IT Programs	Inv# 1GJ7-TQXV-7RN6	45.52			
10-64-8170	IT Programs	Inv# 143D-K94G-7MQG	160.25			
10-52-3100	Children Books	Inv# 1WF6-Q7CH-7QLN	13.59			
10-52-3900	Children Other Expenditures	Inv# 1WF6-Q7CH-7QLN	340.76			
10-52-3900	Children Other Expenditures	Inv# 1T6X-DXYX-6VMF	21.06			
10-54-3110	Adult Books	Inv# 1CHW-97XP-6RCH	119.73			
10-54-3110	Adult Books	Inv# 1GTP-QGD6-6PGM	9.99			
10-66-9240	Children Services Supplies	Inv# 1T6X-DXYX-66WJ	7.94			
10-66-9250	Materials Management Supplies	Inv# 1DL7-JY39-79PF	-129.99			
10-66-9270	Information Technology Supplies	Inv# 1T6X-DXYX-66WJ	90.88			
10-66-9270	Information Technology Supplies	Inv# IPDD-1HTW-6V93	100.83			
Amazon Capital Services 112300				37687	09/19/23	<u>900.09</u>
10-66-9910	Hardware	Inv# 1DL7-JY39-73H3	279.98			
10-64-8170	IT Programs	Inv# 1XLR- 94TN-R6T7	143.14			
10-66-9970	FUNshine Committee	Inv# 1LC7-ND79-QW9X	114.93			
10-66-9300	Library Wide Supplies	Inv# 1DNK-6KYG-QHVG	35.48			
10-52-3900	Children Other Expenditures	Inv# 114Y-W6PK-QFXH	184.03			
10-54-3110	Adult Books	Inv# 1J7M-TM3W-QC7H	36.49			
10-54-3110	Adult Books	Inv# 1LM3-DFYD-6CNC	58.03			
10-54-3900	Adult Other Expenditures	Inv# 1W4R-CGM7-R3FQ	37.95			
10-54-3900	Adult Other Expenditures	Inv# 114Y-W6PK-QFXH	49.95			
10-54-3900	Adult Other Expenditures	Inv# 1J7M-TM3W-QC7H	69.99			
10-54-3900	Adult Other Expenditures	Inv# 1W4R-CGM7-RNW1	-127.86			
10-66-9270	Information Technology Supplies	Inv# 1MDX-DK99-PF3H	17.98			
Amazon Capital Services 112300				37688	09/19/23	<u>107.70</u>
10-66-9970	FUNshine Committee	Inv# 19JL-LMTW-6JFR	83.12			

Addison Public Library Check Register

All Bank Accounts
August 2023

Payee/Account #	Account Description	Description	Amount	Check Number	Check Date	Check Amount
10-66-9270	Information Technology Supplies	Inv# 1XN4-WNX3-RH74	24.58			
American Library Association 10-62-7510	Memberships (Staff & Board)	Member 0261961	236.00	37689	09/19/23	<u>236.00</u>
Baker & Taylor 120290				37690	09/19/23	<u>3,668.73</u>
10-52-3100	Children Books	Inv#2037720042	518.86			
10-52-3100	Children Books	Inv#2037705841	470.20			
10-52-3100	Children Books	Inv#2037703998	292.93			
10-52-3100	Children Books	Inv#2037762533	414.97			
10-52-3100	Children Books	Inv#2037696856	331.70			
10-52-3100	Children Books	Inv#2037755988	231.75			
10-52-3100	Children Books	Inv#2037746297	318.04			
10-52-3100	Children Books	Inv#2037732473	929.44			
10-66-9250	Materials Management Supplies	Inv#2037732474	27.37			
10-66-9250	Materials Management Supplies	Inv#2037755989	10.71			
10-66-9250	Materials Management Supplies	Inv#2037774629	20.23			
10-66-9250	Materials Management Supplies	Inv#2037762534	6.94			
10-66-9250	Materials Management Supplies	Inv#2037703999	15.47			
10-66-9250	Materials Management Supplies	Inv#2037705842	3.57			
10-66-9250	Materials Management Supplies	Inv#2037696587	11.90			
10-66-9250	Materials Management Supplies	Inv#2037717400	36.09			
10-66-9250	Materials Management Supplies	Inv#2037720043	28.56			
Baker & Taylor 120300				37691	09/19/23	<u>299.38</u>
10-54-3900	Adult Other Expenditures	Inv#2037726210	24.86			
10-54-3900	Adult Other Expenditures	Inv#2037701552	176.83			
10-54-3900	Adult Other Expenditures	Inv#2037761813	27.64			
10-66-9250	Materials Management Supplies	Inv#2037701553	55.77			
10-66-9250	Materials Management Supplies	Inv#2037726211	7.14			
10-66-9250	Materials Management Supplies	Inv#2037761814	7.14			
Baker & Taylor 120310				37692	09/19/23	<u>11,474.82</u>
10-54-3110	Adult Books	Inv. 2037712435	405.69			
10-54-3110	Adult Books	Inv. 2037703867	1,411.41			
10-54-3110	Adult Books	Inv. 2037705927	503.80			
10-54-3110	Adult Books	Inv. 2037705953	1,379.82			
10-54-3110	Adult Books	Inv. 2037700608	598.45			
10-54-3110	Adult Books	CREDIT #0003281721	-5.99			
10-54-3110	Adult Books	Inv. 2037720022	448.91			
10-54-3110	Adult Books	Inv. 2037729034	455.08			
10-54-3110	Adult Books	Inv. 2037725067	248.62			

Addison Public Library Check Register

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Payee/Account #	Account Description	Description	Amount	Check Number	Check Date	Check Amount
10-54-3110	Adult Books	Inv. 2037717399	724.17			
10-54-3110	Adult Books	Inv. 2037713301	458.80			
10-54-3110	Adult Books	Inv. 2037732002	424.90			
10-54-3110	Adult Books	Inv. 2037751446	474.80			
10-54-3110	Adult Books	Inv. 2037745873	881.44			
10-54-3110	Adult Books	Inv. 2037748645	404.44			
10-54-3110	Adult Books	Inv. 2037684176	268.01			
10-54-3110	Adult Books	Inv. 2037762337	560.21			
10-54-3110	Adult Books	Inv. 2037758108	968.12			
10-54-3110	Adult Books	Inv. 2037735155	496.68			
10-66-9250	Materials Management Supplies	Inv. 2037729035	22.61			
10-66-9250	Materials Management Supplies	Inv. 2037720023	12.89			
10-66-9250	Materials Management Supplies	Inv. 2037735156	13.88			
10-66-9250	Materials Management Supplies	Inv. 2037712436	11.70			
10-66-9250	Materials Management Supplies	Inv. 2037732003	20.03			
10-66-9250	Materials Management Supplies	Inv. 2037725068	8.33			
10-66-9250	Materials Management Supplies	Inv. 2037758109	34.70			
10-66-9250	Materials Management Supplies	Inv. 2037713302	15.07			
10-66-9250	Materials Management Supplies	Inv. 2037748646	11.70			
10-66-9250	Materials Management Supplies	Inv. 2037751447	17.65			
10-66-9250	Materials Management Supplies	Inv. 2037703868	16.06			
10-66-9250	Materials Management Supplies	Inv. 2037700609	24.58			
10-66-9250	Materials Management Supplies	Inv. 2037705954	70.21			
10-66-9250	Materials Management Supplies	Inv. 2037705928	26.18			
10-66-9250	Materials Management Supplies	Inv. 2037762338	21.02			
10-66-9250	Materials Management Supplies	Inv. 2037684177	5.95			
10-66-9250	Materials Management Supplies	Inv. 2037745874	34.90			
Bibliotheca, LLC 121830				37693	09/19/23	<u>3,927.97</u>
10-55-3860	E-Books	Ebooks August 2023	3,927.97			
CDS Office Technologies 131476				37694	09/19/23	<u>1,793.35</u>
10-66-9270	Information Technology Supplies	Inv# INV1548618	1,793.35			
Children's Plus, Inc. 131861				37695	09/19/23	<u>969.87</u>
10-52-3100	Children Books	Inv# 234044	42.72			
10-52-3100	Children Books	Inv# 234033	419.00			
10-52-3100	Children Books	Inv# 234292	508.15			
Complete Cleaning, Inc. 132562				37696	09/19/23	<u>5,400.00</u>
10-58-5320	Cleaning Service	Inv# C24988	5,400.00			

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Payee/Account #	Account Description	Description	Amount	Check Number	Check Date	Check Amount
Crimson Multimedia Dist. 132835				37697	09/19/23	<u>913.50</u>
10-52-3900	Children Other Expenditures	Inv# 011234	191.22			
10-52-3900	Children Other Expenditures	Inv# 011359	272.23			
10-54-3900	Adult Other Expenditures	Inv# 011361	61.03			
10-54-3900	Adult Other Expenditures	Inv# 011360	50.00			
10-54-3900	Adult Other Expenditures	Inv# 011236	214.02			
10-54-3900	Adult Other Expenditures	Inv# 011235	125.00			
D&Z House of Books Inc 143662				37698	09/19/23	<u>874.32</u>
10-52-3100	Children Books	Inv# 2023/I160369	326.92			
10-54-3110	Adult Books	Inv# 2023/I160208	46.52			
10-54-3110	Adult Books	Inv# 2023/I160518	313.60			
10-54-3110	Adult Books	Inv# 2023/I160243	187.28			
Demco Inc 141551				37699	09/19/23	<u>50.91</u>
10-66-9220	Guest Services Supplies	Inv# 8355705	50.91			
Donna Quick 273141				37700	09/19/23	<u>53.90</u>
10-62-7410	Administration	Class & Mileage - 8.17-8.18.23	26.96			
10-62-7550	In-State Travel	FedEx Mail - 9.6.23	6.94			
10-62-7550	In-State Travel	Class & Mileage - 8.17-8.18.23	20.00			
Drip Investor 142846				37701	09/19/23	<u>74.00</u>
10-55-3400	Magazines/News	One Year Subscription - Customer #4207965	74.00			
Ehler Investment Partners, LLC 151700				37702	09/19/23	<u>2,101.92</u>
10-56-4900	Other Contracts	7/1/2023-7/31/2023 Management Fee	2,101.92			
Erika Ochoa 281526				37703	09/19/23	<u>150.00</u>
10-64-8100	Adult Services Programs	AS Program - Zumba - 10.2.23	150.00			
Gabriela Tafolla 162821				37704	09/19/23	<u>76.47</u>
10-66-9330	Community Engagement Supplies	Supplies- Candy 8.17.23	36.98			
10-64-8910	Other Promotions	Supplies - Parade 8.26.23	8.75			
10-64-8910	Other Promotions	Supplies - Parade 8.26.23	20.00			
10-64-8910	Other Promotions	Supplies - Parade 8.26.23	7.20			
10-62-7550	In-State Travel	Travel	3.54			
GALE/CENGAGE Learning 171152				37705	09/19/23	<u>111.97</u>
10-54-3110	Adult Books	Inv# 81945318	111.97			

Addison Public Library Check Register

All Bank Accounts
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Payee/Account #	Account Description	Description	Amount	Check Number	Check Date	Check Amount
Grainger 333337				37706	09/19/23	<u>747.10</u>
10-58-5610	Building Supplies	Inv# 9814965605	259.70			
10-58-5610	Building Supplies	Inv# 9815460200	179.60			
10-58-5610	Building Supplies	Inv# 9820305242	307.80			
Heyl Royster 181565				37707	09/19/23	<u>660.00</u>
10-56-4100	Legal Fees	Inv# 1602380	660.00			
IL Library Association 192210				37708	09/19/23	<u>150.00</u>
10-62-7510	Memberships (Staff & Board)	Inv# 248826	150.00			
Intentional Eneergy 3 LLC 211967				37709	09/19/23	<u>300.00</u>
10-64-8100	Adult Services Programs	AS Program - Envelope Journal Program 9.25.23	300.00			
Jenna Eisenberg 273147				37710	09/19/23	<u>75.00</u>
10-64-8100	Adult Services Programs	Changing Your Brain Can Be Easy and Fun! 10.4.23	75.00			
Jenny Cuevas 892155				37711	09/19/23	<u>31.44</u>
10-62-7550	In-State Travel	SWAN Expo - Moraine Valley 8.22.23	31.44			
Kate Diego 892178				37712	09/19/23	<u>16.96</u>
10-62-7550	In-State Travel	7.23.23, 7.19.23, 7.24.23, 7.29.23	15.13			
10-62-7550	In-State Travel	Library in Park 8.11.23	1.83			
Kiwanis Club of Addison 211991				37713	09/19/23	<u>35.00</u>
10-66-9970	FUNshine Committee	Box of Gummi Bears 9.25.23	35.00			
Lauterbach&Amen LLP 172582				37714	09/19/23	<u>3,450.00</u>
10-56-4450	Accounting Service Fees	Inv# 81529- 8.22.2023 Audit Paperwork	1,700.00			
10-56-4450	Accounting Service Fees	Inv# 82149 - 09.05.2023 August services	1,750.00			
Len's Ace Hardware, Inc. 221567				37715	09/19/23	<u>403.41</u>
10-58-5610	Building Supplies	Customer# 5608	61.95			
10-58-5610	Building Supplies	Customer# 5608	76.31			
10-58-5610	Building Supplies	Customer# 5608	57.44			
10-58-5610	Building Supplies	Customer# 5608	-12.59			
10-58-5610	Building Supplies	Customer# 5608	188.81			

Addison Public Library Check Register

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Payee/Account #	Account Description	Description	Amount	Check Number	Check Date	Check Amount
10-58-5610	Building Supplies	Customer# 5608	31.49			
Library Ideas 221922				37716	09/19/23	<u>1,122.10</u>
10-52-3900	Children Other Expenditures	Inv# 101647	187.80			
10-52-3900	Children Other Expenditures	Inv# 101648	655.42			
10-52-3900	Children Other Expenditures	Inv# 101649	278.88			
Lindenmeyr Munroe				37717	09/19/23	<u>255.40</u>
10-66-9300	Library Wide Supplies	Inv#71310312 RI	100.50			
10-66-9240	Children Services Supplies	Inv#71310312 RI	154.90			
Mark D Anderson 112330				37718	09/19/23	<u>350.00</u>
10-64-8160	Teen Program	Drawing Instructor - 10.2.23	350.00			
Marti LaHood - 281914				37719	09/19/23	<u>160.00</u>
10-64-8100	Adult Services Programs	AS Program- Chair Yoga 9.14.23 & 9.28.23	160.00			
Matthew Williams 892182				37720	09/19/23	<u>39.04</u>
10-62-7550	In-State Travel	8.7.23 , 8.8.23, 8.10.23 , 8.22.23, 8.23.23, 8.25.23	39.04			
Mi Dulce Michoacana #5 231976				37721	09/19/23	<u>375.00</u>
10-64-8120	Children Services Programs - General	Paletas Truck Rental -9.30.23	375.00			
Midwest Tape 231925				37722	09/19/23	<u>3,975.67</u>
10-55-3860	E-Books	Inv. 504269929	590.33			
10-52-3900	Children Other Expenditures	Inv. 504285415	277.40			
10-52-3900	Children Other Expenditures	Inv. 504285410	11.24			
10-52-3900	Children Other Expenditures	Inv. 504156352	27.73			
10-52-3900	Children Other Expenditures	Inv. 504179506	185.92			
10-52-3900	Children Other Expenditures	Inv. 504285417	25.48			
10-54-3900	Adult Other Expenditures	Inv. 504253165	40.48			
10-54-3900	Adult Other Expenditures	Inv. 504253166	35.24			
10-54-3900	Adult Other Expenditures	Inv. 504253167	52.48			
10-54-3900	Adult Other Expenditures	Inv. 504253168	60.73			
10-54-3900	Adult Other Expenditures	Inv. 504253169	29.99			
10-54-3900	Adult Other Expenditures	Inv. 504253161	56.98			
10-54-3900	Adult Other Expenditures	Inv. 504253162	52.48			
10-54-3900	Adult Other Expenditures	Inv. 504253163	23.99			
10-54-3900	Adult Other Expenditures	Inv. 504253164	58.48			
10-54-3900	Adult Other Expenditures	Inv. 504249358	36.57			

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Payee/Account #	Account Description	Description	Amount	Check Number	Check Date	Check Amount
10-54-3900	Adult Other Expenditures	Inv. 504249357	112.45			
10-54-3900	Adult Other Expenditures	Inv. 504219520	16.49			
10-54-3900	Adult Other Expenditures	Inv. 504219521	16.49			
10-54-3900	Adult Other Expenditures	Inv. 504219522	82.45			
10-54-3900	Adult Other Expenditures	Inv. 504219524	138.70			
10-54-3900	Adult Other Expenditures	Inv. 504219523	62.97			
10-54-3900	Adult Other Expenditures	Inv. 504253160	101.03			
10-54-3900	Adult Other Expenditures	Inv. 504179505	110.96			
10-54-3900	Adult Other Expenditures	Inv. 504179507	14.99			
10-54-3900	Adult Other Expenditures	Inv. 504179508	53.21			
10-54-3900	Adult Other Expenditures	Inv. 504219525	127.45			
10-54-3900	Adult Other Expenditures	Inv. 504219507	10.79			
10-54-3900	Adult Other Expenditures	Inv. 504219508	97.00			
10-54-3900	Adult Other Expenditures	Inv. 504156353	221.17			
10-54-3900	Adult Other Expenditures	Inv. 504156354	78.72			
10-54-3900	Adult Other Expenditures	Inv. 504156355	22.49			
10-54-3900	Adult Other Expenditures	Inv. 504156356	28.48			
10-54-3900	Adult Other Expenditures	Inv. 504179502	200.16			
10-54-3900	Adult Other Expenditures	Inv. 504179503	110.00			
10-54-3900	Adult Other Expenditures	Inv. 504285328	49.76			
10-54-3900	Adult Other Expenditures	Inv. 504285416	18.74			
10-54-3900	Adult Other Expenditures	Inv. 504285418	7.49			
10-54-3900	Adult Other Expenditures	Inv. 504156329	26.24			
10-54-3900	Adult Other Expenditures	Inv. 504156328	113.19			
10-54-3900	Adult Other Expenditures	Inv. 504156350	65.34			
10-54-3900	Adult Other Expenditures	Inv. 504285414	61.48			
10-54-3900	Adult Other Expenditures	Inv. 504285413	20.24			
10-54-3900	Adult Other Expenditures	Inv. 504285412	40.48			
10-54-3900	Adult Other Expenditures	Inv. 504285411	67.46			
10-66-9250	Materials Management Supplies	Inv. 504292243	333.73			
Nardi's Pizza 241172				37723	09/19/23	<u>312.00</u>
10-64-8160	Teen Program	Pizza, Salad, Soda - 7.28.23	180.00			
10-64-8100	Adult Services Programs	Sandwiches & Tip- 8.10.23	52.00			
10-64-8100	Adult Services Programs	Veggies, Salad, & Tip - 8.31.23	80.00			
ODP Business Solutions 251353				37724	09/19/23	<u>307.74</u>
10-66-9330	Community Engagement Supplies	Inv# 3277634320001	50.00			
10-66-9945	Back to School Fair Expenses	Inv# 3203288820001	233.98			
10-66-9300	Library Wide Supplies	Inv# 3203288820001	23.76			
Patricia Trampas 261181				37725	09/19/23	<u>80.00</u>

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Payee/Account #	Account Description	Description	Amount	Check Number	Check Date	Check Amount
10-64-8100	Adult Services Programs	AS Presenter - Essentrics 9.20.23	80.00			
Patti Gebala 892144				37726	09/19/23	<u>22.47</u>
10-62-7550	In-State Travel	Outreach 8.2.23, 8.5.23, 8.9.23, 8.14- 8.16.23, 8.22.23	22.47			
Paul Rubio				37727	09/19/23	<u>5.24</u>
10-62-7550	In-State Travel	SWAN Expo - Moraine Valley - 8.22.23	5.24			
Paul Sebedyn 121575				37728	09/19/23	<u>325.00</u>
10-64-8100	Adult Services Programs	Elmhurst University Student Intern - September	325.00			
Quill 273145				37729	09/19/23	<u>875.09</u>
10-66-9945	Back to School Fair Expenses	Inv# 33722244	518.60			
10-66-9300	Library Wide Supplies	Inv# 33669318	292.11			
10-66-9250	Materials Management Supplies	Inv# 33669318	64.38			
Rails 281145				37730	09/19/23	<u>6,046.68</u>
10-66-9960	Friends of the Library	Inv# 11179	4,380.00			
10-61-6100	ILS Services	Inv# 11196	1,666.68			
Robbins Schwartz 282514				37731	09/19/23	<u>112.35</u>
10-56-4100	Legal Fees	Client# 008872	112.35			
Sara Lock				37732	09/19/23	<u>23.32</u>
10-62-7550	In-State Travel	SWAN Expo - Moraine Valley - 8.18.23	23.32			
Sentrum Marketing LLC 291532				37733	09/19/23	<u>478.90</u>
10-54-3110	Adult Books	PO# as08162023	478.90			
Sikich LLP 291934				37734	09/19/23	<u>2,750.00</u>
10-56-4500	Payroll Service Fees	Inv# 25912	2,750.00			
Sir Speedy Printing 291970				37735	09/19/23	<u>278.54</u>
10-64-8220	Flyers/Brochures	Inv# 86743	69.00			
10-64-8910	Other Promotions	Inv# 86756	209.54			
Swan 293316				37736	09/19/23	<u>315.00</u>
10-62-7440	Adult Services	Inv# 10545	35.00			
10-62-7460	Materials Management	Inv# 10545	175.00			

Addison Public Library

Check Register

All Bank Accounts

August 2023

Payee/Account #	Account Description	Description	Amount	Check Number	Check Date	Check Amount
10-62-7460	Materials Management	Inv# 10545	105.00			
Terrance Lynch 301565 10-64-8100	Adult Services Programs	Inv# 1527	150.00	37737	09/19/23	<u>150.00</u>
Texas Association of School Boards 301519 10-56-4900	Other Contracts	Inv# 648517	4,000.00	37738	09/19/23	<u>4,000.00</u>
Tumbleweed Press Inc 303151 10-55-3500	Online Databases	Inv# 114804	639.20	37739	09/19/23	<u>639.20</u>
Villa Park Electrical Supply 321940 10-58-5610	Building Supplies	Inv# 249117-00	325.20	37740	09/19/23	<u>325.20</u>
VisoGraphic 322200 10-64-8210	Newletter	Inv# 237832	6,722.53	37741	09/19/23	<u>6,722.53</u>
Check List Total						<u><u>211,882.95</u></u>

Plus August payroll for 2023: \$369,483.66

Grand Total: \$581,366.61

Addison Public Library
Payroll Distribution Summary

Board Meeting 9/19/2023

<u>Description</u>	<u>Amount</u>
Payroll	\$369,483.66

Approved by Board of Trustees

President

Date

Secretary

Date



DIRECTOR'S REPORT – AUGUST 2023

PERSONNEL –

We've received resignations from a few more part-time employees.

- Jessica Hernandez left her position in Guest Services because she will be attending the University of Wisconsin – Milwaukee this fall. Her last day with us was August 25.
- Paola Alcantara has left her position in Teen Services. After completing her master's degree in counseling last May, she accepted a counseling position with the Kenneth Young Center. Paola's last day at APL was September 6.
- Katherine Henc, a part-time associate in Children's Services, has also resigned. She will be leaving us on Tuesday September 12.

We will miss them all and wish them the best in their future pursuits. We're also happy to welcome the following new faces to APL:

- Javier Hernandez and Ana Tovar have joined our Guest Services Department.
- Johnny Fruit is our newest Shelving Clerk in the Materials Management Department.
- Narze Encarnacion is a Dominican University student pursuing dual master's degrees in social work and library science who will be doing an internship with us this semester. Narze's first day at APL was on Tuesday 9/5.
- Sabeen Saeed is a student enrolled in the LTA program and College of DuPage who is completing her capstone practicum with us this semester. Sabeen's first day with us was on August 22.
- Jose Jimenez has been hired to serve as our Systems Administrator in the IT Department. Jose is an Addison resident, a graduate of Indian Trail and Addison Trail who has most recently been working in the IT Department for Zurich North America, an insurance company. His first day here will be October 2.

We are working now to fill the new vacancies in Children's and Teen Services.

Employee Engagement Survey – Brooke and I have been meeting with individual supervisors to review the feedback gathered from their department through the staff survey that was conducted last April. Supervisors will have individual goals for next year based on the survey and once we've met with all supervisors, we'll also begin discussions as a group on how we can be responsive to the overall areas of improvement identified by the survey. Chief among these is how we can motivate our employees who are only partially engaged to being fully engaged members of the staff.

- Fully engaged Employees are passionate and committed to their organization. They are enthusiastic, conscientious about their work, and go above and beyond.
- Partially engaged Employees are doing adequate work but not functioning near their full potential.

A higher level of engagement can also help with employee retention. Some of the other key themes we found in the survey were a desire for increased employee recognition and the desire for more internal cross training and opportunities for growth and development. I hope that working on these will result in increasing engagement levels.

Universal Service Committee – Brooke has been appointed to the RAILS Universal Service Committee. There are approximately 1 million Illinois residents, including many in the unincorporated areas adjacent to the Village of Addison, who are not served by a public library in the state of Illinois. Several years ago, our regional library system, RAILS, convened a task force that developed a plan to address this issue. The plan was adopted in October of 2016. Recently they formed a new committee that is being asked to:

- Review the current RAILS plan to serve the unserved and document progress. Prioritize goals and objectives in the plan and develop appropriate action steps.
- Be a voice for the unserved by bringing the issue to the attention of local libraries and boards of trustees.
- Develop a thorough understanding of the reasons why there are unserved residents and the implications both for the individuals affected, libraries and Illinois as a whole.
- As appropriate, share information and work collaboratively with the RAILS Board Resource Sharing Committee, ILA Public Policy Committee and ILA Advocacy Committee.

Because this issue has such a significance for our community, I am glad that RAILS is working on this issue again, and especially glad to report that APL is represented on the committee. I know that Brooke is going to do a great job.

SWAN Migration – Brooke, Jenny, and Kathy have been very busy during the last month with data testing and reviewing the results of the Test Load Report which includes updates to data mapping, errors, and to-do lists for SWAN and APL. They've also developed a training plan and schedule for the rest of the staff, and Brooke and Samantha are working on a marketing plan to tell our patrons about what they can expect and how they will benefit from our joining the SWAN consortium. We're still on track to go live in SWAN on Tuesday, November 14.

SCARCE – In 2010 the library earned an [Earth Flag](#) from SCARCE after undergoing a green audit by the SCARCE team and adapting procedures that support sustainability, recycling, and waste reduction. This year our staff has been working toward recertification, revitalizing our commitment to protecting the environment, and educating new staff members on sustainability. I'm pleased to report that SCARCE will attend the October Board meeting to present us with a new Earth Flag as we complete the recertification process.

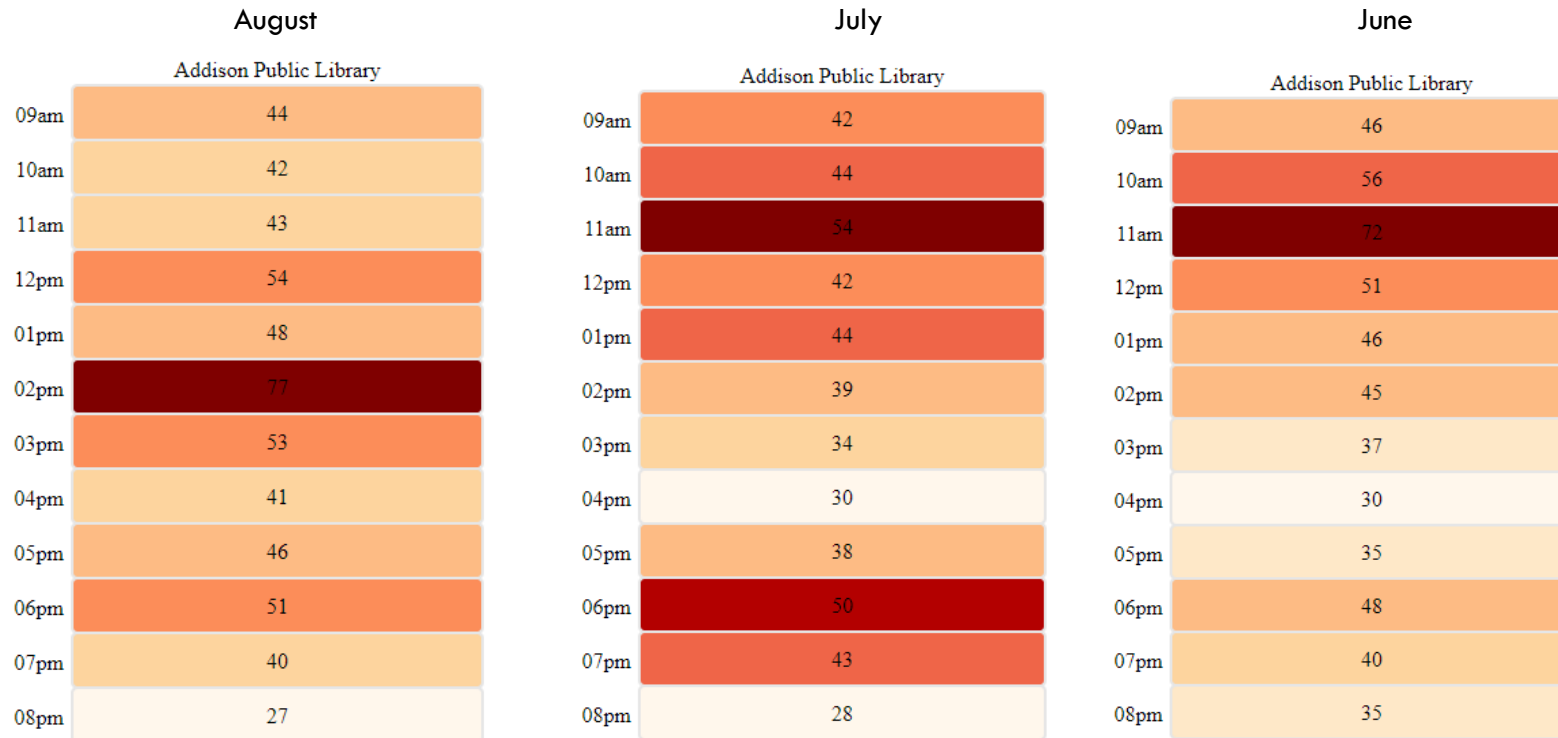
Health Insurance – We have learned that for a fourth consecutive year, there will be no rate increase in our health insurance premiums with Blue Cross Blue Shield of Illinois. This is in stark contrast to what most employers are seeing and what is happening in the general insurance marketplace. Our ability to control costs is due in large part to the increasing number of employees who have opted to enroll in the HSA/high deductible PPO plan option and our employees' willingness to participate in annual biometric screening which is intended to identify potential health risks and early intervention and treatment of health conditions which helps the carrier control costs. There will be a very minimal increase in our vision coverage, and we don't yet have information on our dental insurance plan. Our insurance is on a calendar year, so the new vision rates will take effect in January. Open enrollment when employees can change plans and add or drop benefits is in November each year.

Bomb Threat – The bomb threat we received came in via our reference chat service at 1:48 PM on Tuesday September 12. We immediately called 911 and evacuated the building. It took nearly two hours to assemble a team from local law enforcement and the DuPage County Bomb Squad, including a dog trained to sniff out explosives, and go through all three floors of our building as well as all the cars in the parking lot to determine that this was not a credible threat. Once that was determined, staff returned to the building. I spoke to all of them together in the lobby to see how everyone was feeling and their response was determined and resolute to reopen and continue doing their jobs. There were patrons standing outside waiting to re-enter, some who had left their belongings inside when they evacuated who were anxious to get back in to get their things. I gave staff a few minutes to get back to their desks and settle in and then we reopened our doors to the community, nearly two hours after the initial threat. I continued to check in with staff the following day and reminded everyone of the services available to us through our EAP program. We also arranged to have the Medinah Shriners bring their therapy dogs in on Thursday that week I am incredibly proud of our staff, deeply grateful to the members of law enforcement who showed up to ensure our safety and appreciative to our Board and the entire community for the outpouring of support we have received since then. It is unsettling to know that we were just one of six libraries in the Chicago area to receive threats that day, after threats to at least five other area libraries just a few weeks earlier. Thankfully no actual bombs have been found, but the disruption of services in so many communities and the mental trauma these events cause for our staff and patrons is unacceptable, and I hope that the law enforcement agencies investigating this will be able to identify the person(s) who is behind these threats.

Update: The above paragraph was written before the 2nd threat was received. It came in at 11:33 on Thursday. I again immediately called 911 and we again immediately evacuated. We unfortunately had to cancel the therapy dogs, but had lunch brought in (pizza and salad from Nardi's) for staff who again gathered in the board room at Village Hall to wait. The sweep went more quickly this time around. When I entered the boardroom to let staff know the threat was again determined not to be credible and that it was safe to return to the library, the response from staff was more measured this time. By then most of them knew that multiple other libraries had again received threats on Thursday. They knew that there was the added threat of "shooters" on top of the alleged bomb. It was clear that many of them were not ready to just jump back into work this time. After consulting with Chris Pudelek, we made the decision to close for the remainder of the day. We did ask staff Leadership Team members to stay for a meeting, and everyone else was dismissed.

We reopened as usual at 9:00 AM on Friday. Since then, I have been in close contact with other libraries who have received threats as well as the library leadership from RAILS, ILA, and the State Library, and the Addison Police Department. The information sharing among all of these parties has been tremendously helpful. We've made the decision to temporarily suspend our chat reference service and to disable our website forms in an effort to deter further threats, since this is the way ours and most others received by libraries in the area have come through. Laurie arranged for our EAP to provide a counselor for staff who might want to talk to someone, and I have arranged for a representative from the police department to attend our board meeting on Tuesday and to attend a staff meeting on Thursday. I'm also fielding calls from the news media. Multiple reporters have been trying to tie these threats to the issue of book banning that has been happening in libraries in recent months and over the last year or two. Since August, I am aware of threats received by 17 Illinois libraries. I have been unequivocally clear with them that neither our threats nor any of the others that I have seen have had any indication of the motive for the threats and that while both issues are concerning, I cannot say that they are linked.

Library usage traffic patterns –



These heat maps, showing the average traffic by hour, are generated by the software that operates our occupancy sensors at the entrances to the library. They show the shifting patterns of library usage as we transition from summer to students going back to school. The darker bands show the highest level of occupancy. During summer months this is typically around 11:00 AM as children, teens, and families come in for lunch and mid-day programs. There is another surge in visitors around 6:00 PM as adults are getting out of work and coming in to pick up materials or to attend evening programs. Once school is back in session, we see the highest occupancy time shift to the hour from 2-3 PM when students are getting out of school and coming over to our building. The second wave of density, slightly lower than the afternoon surge remains around midday from 12 – 1 pm and at 6:00 – 7:00 pm. The overall number of people coming in did not change substantially in the months shown here, June – August, 2023, but the times of day they are coming does change which can result in adjustments in staffing levels and scheduling for public service departments. Next month we will expect to see an uptick in the traffic for the first hour in the morning as our COD classes for adults learning English, citizenship, and GED resume.

ADULT SERVICES – AUGUST 2023

SNAPSHOT

In August Adult Services shifts from summer mode to back to school! Our Wednesday night ELL Conversation Group celebrated the end of summer with their annual outing to Aurelio's. 21 members of the group attended and enjoyed dinner while practicing their conversation skills.

In addition to the return of IT students after school, our adult learners from COD are also back in the building and we love seeing familiar faces as well as new ones!

Displays, our passive program, and book lists on the website also celebrated this time of year.



ELL Conversation Group end of summer annual outing at Aurelio's.



Chef Ashley Simone Presents: All About Corn

Success Stories

Angela had a 1-on-1 appointment with a patron who wanted to learn how to download, and use Zoom on his laptop. He told Angela how he meets with his pastor and a few other members from church a few times virtually but had been using an iPad before and was now switching to laptop. He wanted to make sure he could get to meeting on time and that video/sound would work properly. He was very grateful for the time taken to walk him through the process and was happy to have the opportunity to talk with someone about his church/faith and how important it is to him. He shared that he was a lung cancer survivor and that he is thankful for every day and positive interaction he has. He talked about the difference between tolerance and patience and said to Angela that “Most people just tolerate old people like me, but you showed patience.”

Yesenia worked with a family referred by Addison police department. After about 8 days of calling agencies and advocating for the family's needs, she was able to connect them to services so they are now in a safer environment and have stable housing. She also connected the family with the school to ensure the children are covered by the [McKinney-Vento act](#).

A patron called looking to put a hold on the book *Dream town: Shaker Heights and the quest for racial equity* on the book's release date because she did not expect us to have it yet, but it was on the shelf! We put it on hold and the patron picked it up 30 minutes later! The patron is originally from Shaker Heights so they were very happy to get that book on release day!

A mother and her three daughters came to the program “Chef Ashley Simone Presents: All About Corn.” The mother told Sara that one of her daughters wants to be a chef and that she was very into the program!

Jodi recommended Nora Robert's *The Awakening* to a patron. The patron returned having not only read the book, but their daughter had as well and they were now back for the second volume.

CHILDREN'S SERVICES – AUGUST 2023

SNAPSHOT

Highlights from August:

- Betsi presented a joint program, DIY Fake Succulents for Kids, with Sarah, Creative Services Coordinator. Participants learned how to design and add decals to their pots and planted the fake succulents.
- Former staff member Brigit Goudie presented an art program for kids entitled Chalk Art Pastels. Participants created a fox scene using the pastels.
- Louise attended G. Stanley Hall Elementary's Back to School Night.
- We received homemade cards from two young patrons who, along with their caregiver, let us know how much they had enjoyed our after lunch summer programs.
- CS Associate Katherine Henc has tendered her resignation, and her last day will be Sept. 12. We wish Katherine all the best in her future endeavors.



PROJECTS

- The Back to School Resource Fair took place on Sat. Aug. 12 and was a big success. CS staff put together 200 Back to School Starter Kits for PreK-Grade 5. Betsi and Brittany took on extra hours to come in to assist with the event. We could not have fully staffed the CS department or the welcome table without their invaluable help.
- Brittany planned and presented Windows & Mirrors Book Club, a book discussion group that focuses on diverse content and creators. The August title was *Chunky Goes to Camp* by Yehudi Mercado.
- Alejandra met with Mary Haley and Rosie Galvez from APPLE to learn more about what their organization does and discussed ways to connect with the Latine community (particularly families with young children) in Addison.

STATISTICS

Continuing Education: 36.5 hours total

Programs: 16 live programs; 246 total participants (includes onsite & offsite programs)

Outreach: 1 event; 57 total participants

Passive Programs: 6 passive programs; 682 participants | Appointments: 14

Reference Questions: 165 | Scan/Fax Questions: 105 | Directional Questions: 123 | Teacher Resource Room: 5

Book Displays: School Days (Opto), Water Quality, If You Like ... *Much Ado About Baseball*, Reading is Out of this World.

COMMUNITY ENGAGEMENT –AUGUST 2023



ADDISON
PUBLIC LIBRARY

SNAPSHOT

- Gaby rang in her first anniversary as Head of CE & Samantha took part in her first Staff Development Day!
- Patti & Kate closed out the summer rush of outreach at the last Rock N' Wheels event on Aug. 31, but not before adding in two Library in the Parks visits that were postponed due to the weather.
- The library's participation in the Addison-Medinah Shriners Parade was a success! Samantha & Gaby worked together in prepping parade t-shirts, giveaways, float decorations, & parade logistics. They were delighted to be joined by members of our board, the Friends of the Library, and family members—they look forward to next year's event!
- The department attended Helen Plum Library's open house for staff, where they took a tour of the public/staff spaces.
- Matt developed a new series of programming, "Small Business: Next Level Networking", after noticing a need for networking. He & Samantha developed a logo & marketing plan to promote the event. At the first event, we had a restaurant owner, a banker, a videographer, a non-profit organizer, crafters, and a caterer/food truck owner!



Pictured (Top to Bottom: Staff in front of APL float; Local staff proudly displaying LCSUM yard sign; Collage of Book Bike Assistant Maddie in action (Created by Patti).

Collaboration:

- Samantha and Sarah (Digital Services) have been using the feedback from the accessibility audit to update the website and inform how they add content.
- Matt & Ana (AS) are currently working on a grant opportunity, Pathways to Success, funded by the Institute of Museum & Library Services. This grant will allow APL to build a stronger connection between ELL services and Job Seeker Services offered.
- Patti helped distribute titles to Hamdard Healthcare & replenished the Little Free Library at Centennial Park.

PROJECTS

Marketing Projects

- **Library Card Sign Up Month is this September!** We are excited for this year's Library Card Sign Up Month (LCSUM) campaign, Be Our Neighbor! With a vision to highlight that we are all neighbors in our wonderful community, LCSUM aims to reach out to all our neighbors and invites them to get a library card! Some highlights of this year's campaign:
 - We mailed out 600 postcards to new-to-Addison residents & will have gifts for new library card signups.
 - "We love our library!" yard sign promotional giveaway coming during the first week of September.
 - "What do you love about your library?" raffle open to new or existing cardholders.
 - Benefits of the getting a library card will be included in the Sept/Oct issue of our newsletter, in the fall issue of the VOA Advantages newsletter, & in the Addison Park District's program guide.
- **Small Business Saturday:** Samantha and Matt are in the early stages of planning Small Business Saturday, which will kick off on November 25! We'll be partnering with local businesses for a fun, interactive activity, and a celebration of small business in our community. More to come!

Committees: Members of CE are part of the Funshine, Staff Outing, and SCARCE Flag committees.

STATISTICS

- The CE department participated in 16 outreach events & connected with 1,199 community members!
- Number of New Job Toolkits distributed: 12 | | 20 one-on-one appointments with Job Seekers & Business Owners | | Business Library Accounts: No new business library accounts.

GUEST SERVICES – AUGUST 2023

SNAPSHOT

Javier started as a part-time Guest Services Clerk on August 9, 2023.

Jessica's last day with Addison Public Library was August 25, 2023. Her replacement will start in September.

Jessica, Eva, Margaret, Liz, Socorro, Nicole, and Kathy all attended Staff Development Day on August 4. Thank you to the Board of Trustees for allowing us this day of learning and working with other departments.



Socorro, Eva, and Kathy attended SWAN Expo on August 18.

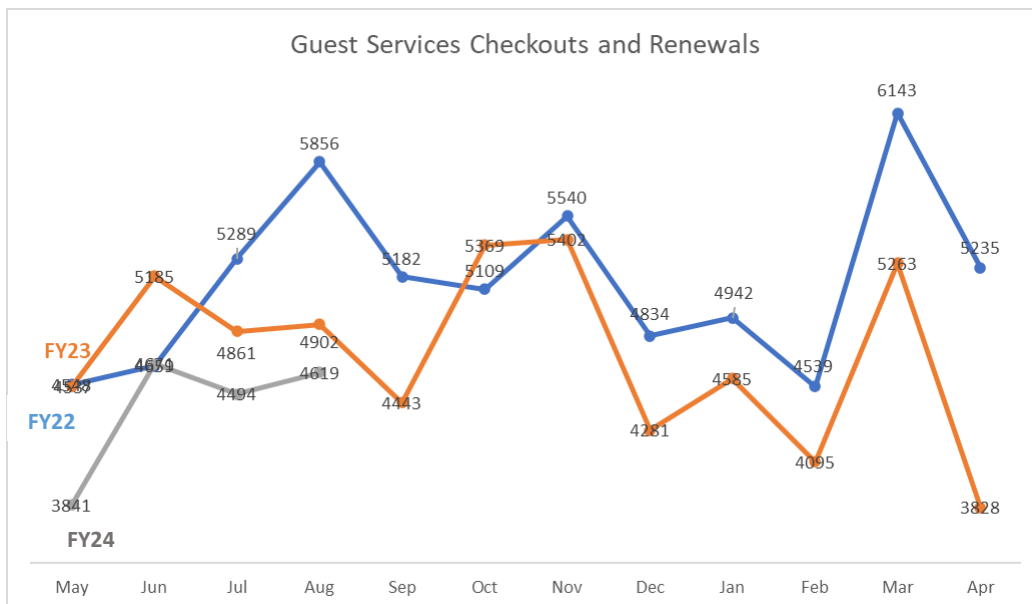
Eva completed 2 translations for 1 hour of time.

STATISTICS

There were 11 curbside pick-ups in August.

4 items were found from the 10-Day Overdue List that was on shelf but still checked out to the patrons.

The graph below shows checkouts and renewals done by the Guest Services staff.



IT SERVICES – August 2023

SUCCESS STORY

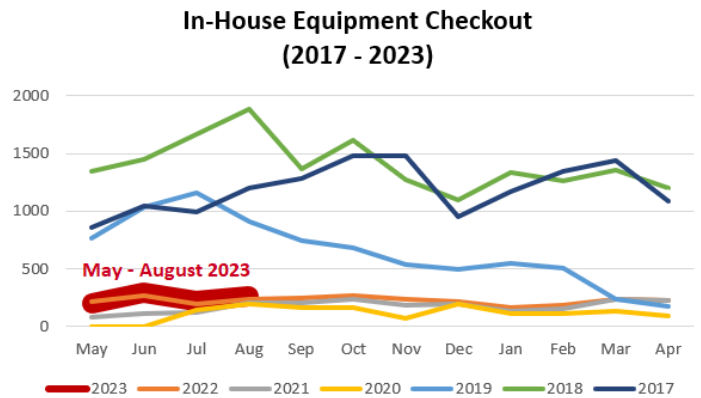
Our Creative Services Coordinator helped patrons achieve “personal wins” this month.

- A patron digitized over 6,000 family photos.
- Another patron hemmed at least 8 pairs of pants.
- Yet another patron brought in their own sublimation printer to get trained. Then they started their own small business, making items to sell.

SNAPSHOT

In-House Equipment Checkout Statistics

- In FY2018, we had the highest volume of in-house equipment checkouts, averaging 47 per day.
- In FY2019, we started at 25 checkouts per day but ended with only 6 per day.
- After the pandemic started, in-house equipment checkouts decreased to 0 - 4 per day.
- Since FY2022, in-house equipment usage has increased. However, it is staying flat at 8 per day.



PROJECTS

Filling in as the IT System Administrator, the Head of IT Services has:

- Responded to and resolved 36 IT tickets.
- Added a laptop, an iPad, and a printer. Replaced two desktop computers, reinstalled two laptops, updated two Chromebooks, and patched seven servers.
- Coordinated technology account creation for 4 new employees.

The Head of IT Services also conducted 3 rounds of interviews involving 9 candidates, hoping to hire a good IT System Administrator.

STATISTICS

- Our Creative Services Coordinator had 16 one-on-one appointments, which was above the monthly average of 12.
- There were only 3 requests for 3D printing, compared to the monthly average of 15.
- We received 4 poster print requests in August, compared to 0 in July.
- As the Fall semester started, the Sound Studio booking increased to an average of 2 per day.

CONTINUING EDUCATION

- Seven IT staff members attended Staff Development Day, learning new skills and enjoying fun activities.

MATERIALS MANAGEMENT – AUGUST 2023

SNAPSHOT



Staff attended the SWAN Expo which is an annual gathering for participating SWAN libraries. Sessions included updates on SWAN activities and informational sessions. We were recognized at the opening session as the newest member library to join SWAN.

Data testing has finally started! Jenny, along with Kathy and Brooke are testing the data that was loaded into the test server of the new ILS we will be using. Once the testing has been completed, training for staff will begin!

Jenny and Steven attended the library parade, handing out books and other library goodies,

while Karen worked at the after-party.



PROJECTS

Sue coordinated a re-cataloging of the Erin Hunter books in YA so the series would come together. Thank you Skylark for working on the project, along with Jenny.

We were happy to have worked with a COD practicum student and give them some hands-on experience of the various tasks that are done within the department.

Allie created an astrology display in Spanish with Ana.

Jenny has reached out to our three big vendors regarding ordering materials and what changes need to be made due to the migration.

STATISTICS

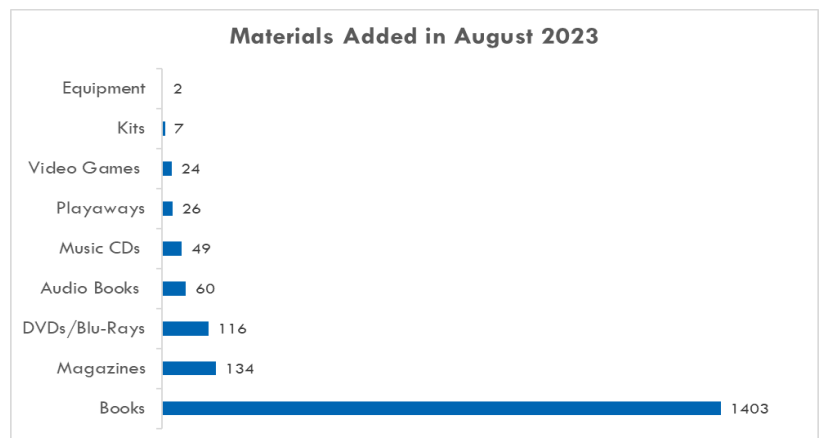
MM Staff completed 91.25 hours of CE.

MM staff withdrew 2,824 items.

APL patrons borrowed 256 items from other libraries through interlibrary loan.

- Average time patron had to wait for item to arrive through OCLC: 7.5 days.
- Average time patron had to wait for item to arrive through Find More Illinois: 6.2 days.

APL sent 128 items to other libraries through interlibrary loan.



TEEN SERVICES – AUGUST 2023

SNAPSHOT

August was the end of our summer lunch and volunteer programs and the beginning of snacks and after school programming. We welcomed students back to the library with games and crafts, focusing on getting to know them and setting expectations.

One of our favorite after school activities is Word of the Day. Kids can earn a candy by putting a new vocabulary word into a sentence. We started with “swelter” and “devour.” Kids were enthusiastic to participate, even asking for extra challenges. One teen put both words into the same sentence: “I devoured the ice cream, because it was sweltering outside.” and others found ways to use the words throughout the week. On the first day, an adult patron saw Elizabeth with the bowl of candy surrounded by a crowd of teens and asked what was going on. When Elizabeth explained, she asked if she could play too and left saying, “I love this library!”

With our Addison Resources Connect (ARC) partners, the library hosted a successful Back to School Resource Fair. Generous donations from Walmart, Target, Kiwanis, the Addison Fire Protection District, and community members made it possible to provide school supplies to about 300 hundred students. Families “shopped” for each supply at tables throughout the building hosted by local agencies and non-profits serving Addison including the Addison Park District, YWCA, College of DuPage, and NEDFYS.

We also partnered with Hamdard Health Alliance, the DuPage County Mobile Dental Clinic, Metropolitan Family Services, the YWCA, and APPLE to provide school physical exams, school dental exams, and introductions to the Ages and Stages early intervention screening.

In total, we estimate 950 people attended the event. Families received 75 school dental exams, 18 school physical exams, 18 Early Intervention appointments, and signed up for 22 new library cards. Partners told us that it was the best opportunity they’ve had to connect community members with their resources since the pandemic.

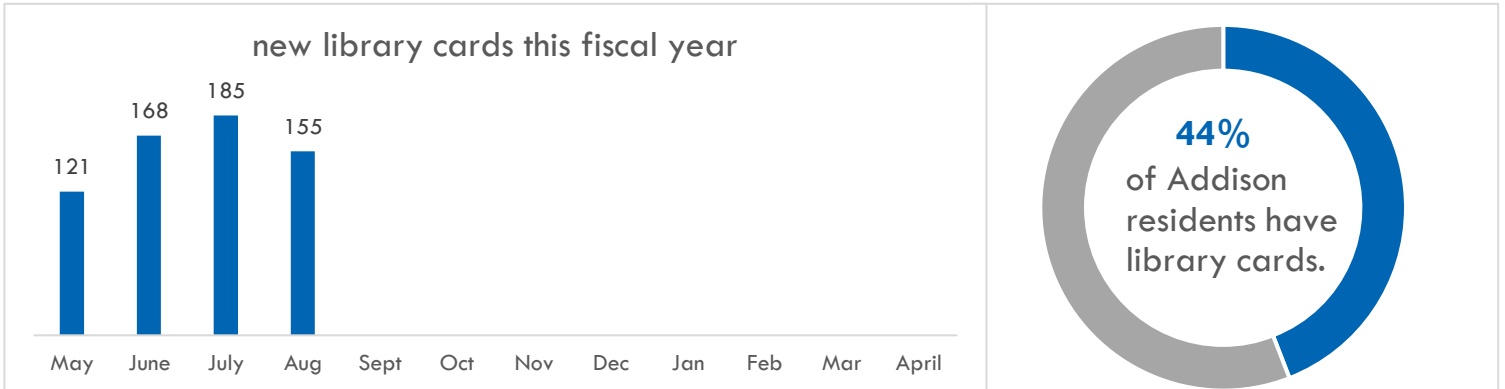


August 2023 Library Usage Report

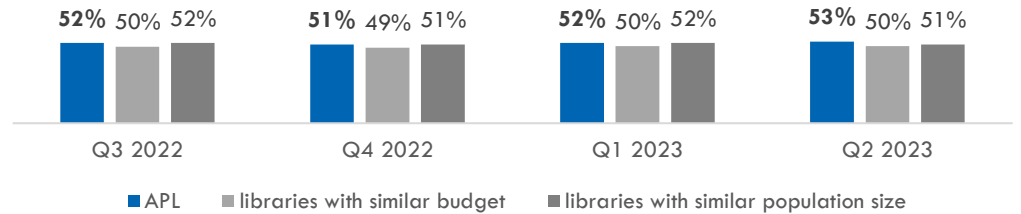


Library Cards

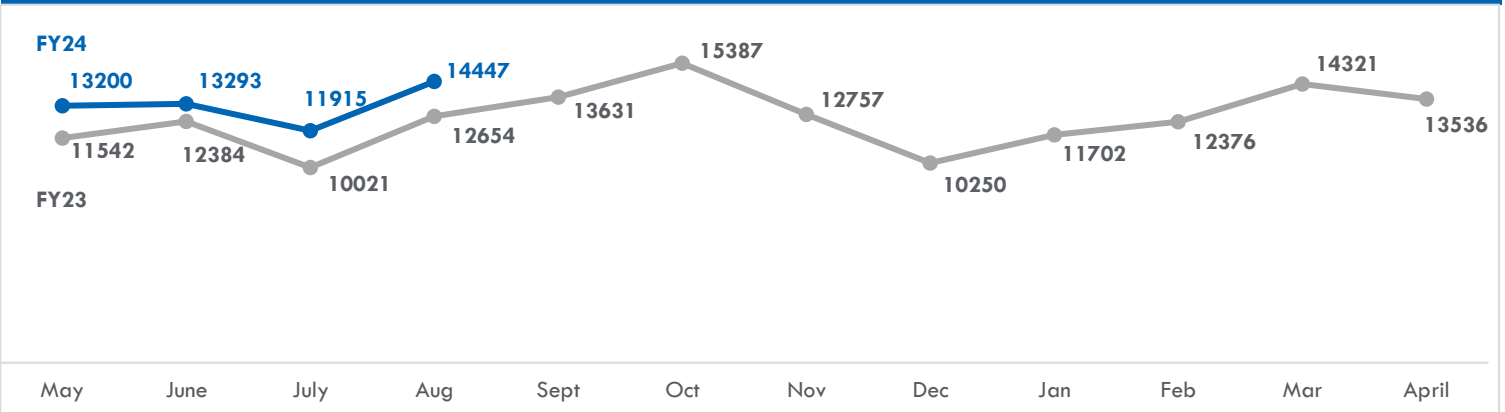
155 new library cards this month.



percentage of new cardholders who signed up between 12 and 24 months ago and actively use the library

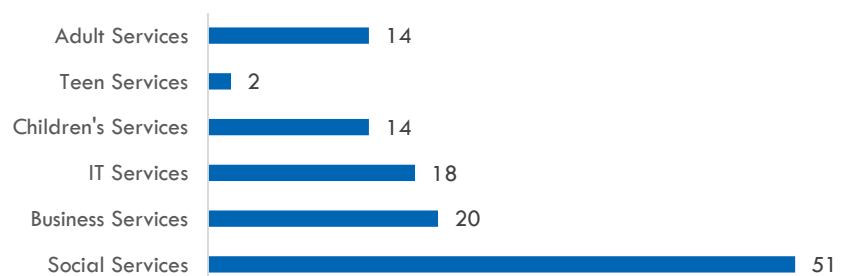


Library Visits



1-on-1 appointments

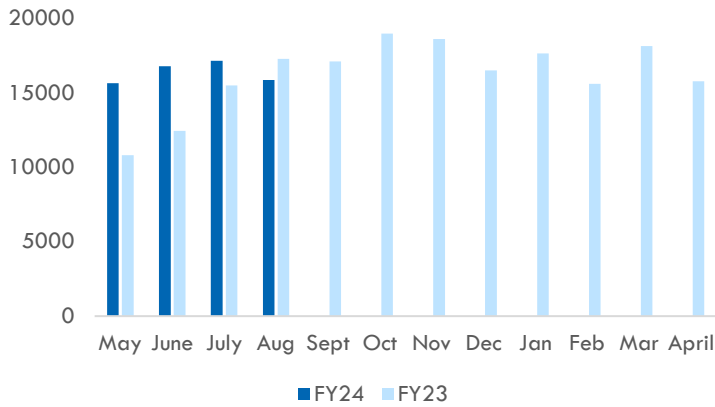
- 119 1-on-1 appointments
- 2469 computer logins
- 849 wifi sessions
- 44 large meeting room bookings
- 551 study room bookings
- 2 Creative Studio bookings
- 62 Sound Studio bookings



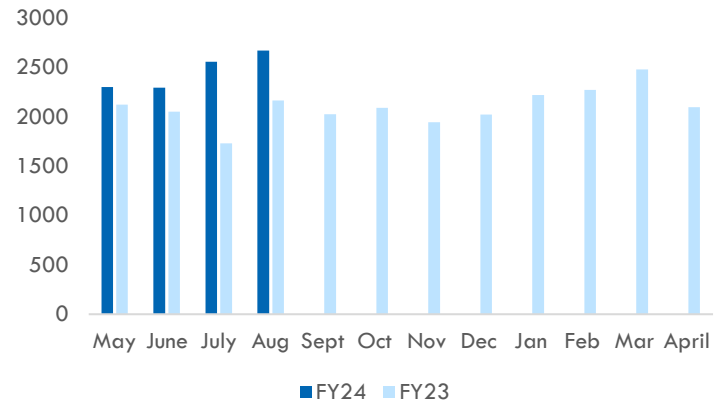
Circulation

18526 total checkouts this month.

physical item checkouts

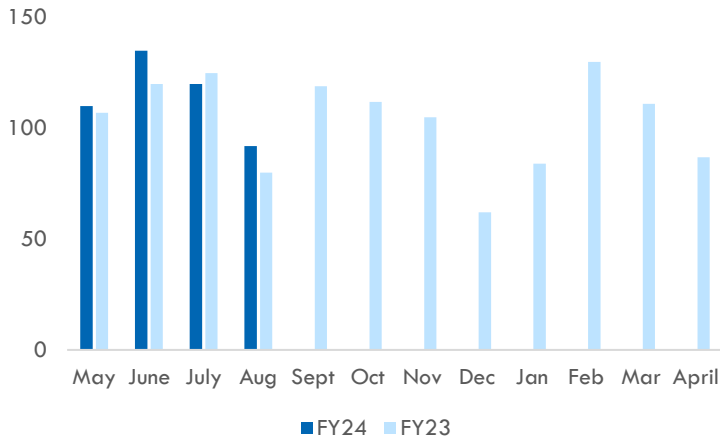


digital checkouts

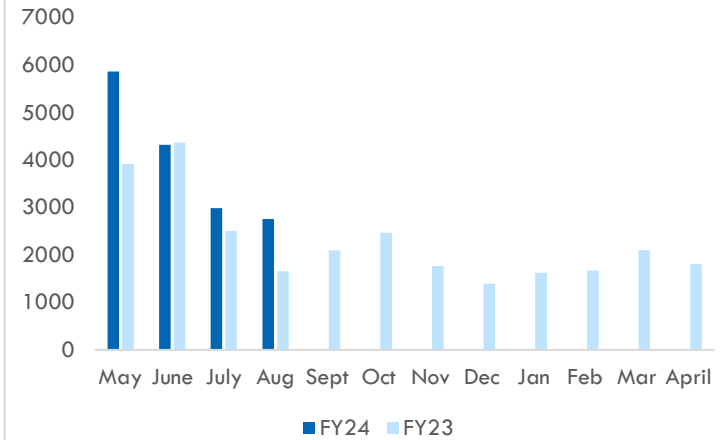


Programs & Outreach

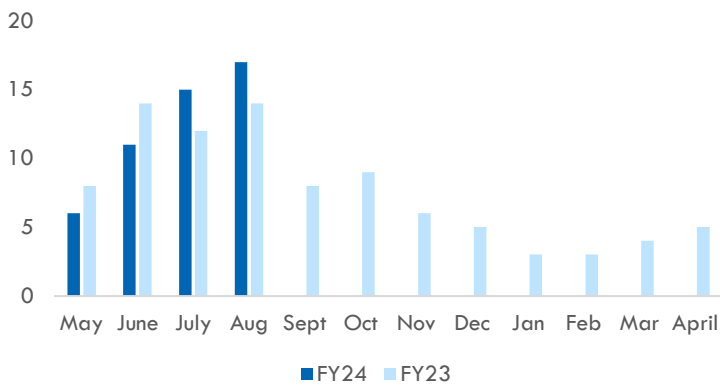
programs held



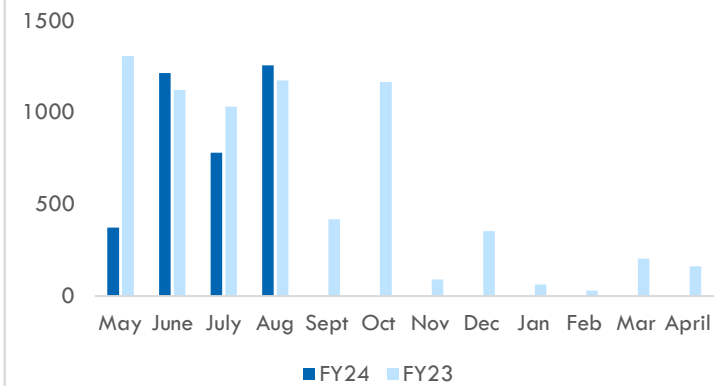
program attendees



outreach events held



people engaged at outreach events



SECTION VI

FINANCE

FINANCIAL MANAGEMENT

The Addison Public Library's fiscal year shall be the first day of May to the last day of April. Financial resources are the responsibility of the Board of Trustees. The Board shall:

- Have a clear plan for acquisition of financial resources to pay for the programs and services provided by the Addison Public Library;
- Provide guidelines for management and allocation of financial resources which shall produce optimum benefit for those it serves;
- Monitor and evaluate the financial plans and guidelines of the Addison Public Library to ensure the financial integrity of the Addison Public Library.

BUDGETING

An annual operating budget shall be prepared by the Director and presented to the Board for final approval at the annual meeting. The budget shall reflect the cost of carrying out the programs and services of the Addison Public Library for the fiscal year. This budget shall also reflect the anticipated revenues of the Addison Public Library.

The budget shall be viewed by the Board as its financial plan for the Addison Public Library, and approval of the budget by the Board shall be authority for the Director to manage the Addison Public Library's finances according to the plan without seeking further approval of the Board as long as the expenditures have been previously appropriated. However, the Director shall keep the Board well informed of the ongoing status of the financial plan and shall not make expenditures outside the budget plan without seeking Board approval to amend the budget. Amendments to the budget shall be presented to the Board for approval for any of the following reasons:

- Addison Public Library enters into contracts that were not included in the approved budget;
- Management proposes a major expenditure that was not included in the approved budget;
- Significant unanticipated revenues are received or expenses are higher than projected.

According to the Illinois Local Library Act the Board of Trustees shall provide a statement of financial requirements for the library in its appropriation within 30 days after the expiration of each fiscal year.

FUND BALANCES

Maintaining stable and adequate fund balances is necessary to ensure financial stability, cash flow for operations and the assurance that the Library will be able to respond to emergencies with fiscal strength. Unreserved fund balance at year-end, defined as unreserved cash available at the completion of each fiscal year, can permit

expenditures to temporarily exceed revenue until a permanent revenue enhancement or expenditure control is put into place.

The Library will strive to maintain a balance for every fund, with the exception of the Capital Improvement Fund, that is between 50-100% of average annual expenditures for the prior three years. Unexpected situations may cause fund balances to fall below the minimum level.

The Library Director is responsible for monitoring revenue and expenditures. If during the year, projections suggest that revenue will not meet expectations, the Director will take the following actions:

- Review expenses with Department Heads
- Reduce operational expenditures, where appropriate, while maintaining the adopted budget goals, and
- Present to the Board of Trustees other expenditure control options, including those that might modify the goals established in the adopted budget.

Any time the unreserved fund balance for the General Corporate Fund drops below the minimum targeted level of 50%, the Library Director will inform the Library Board of Trustees.

The Board will review all fund balances on an annual basis in conjunction with the annual budget review. Balances in excess of the required amount will be transferred to the Capital Improvement Fund each year following this annual review.

CAPITAL IMPROVEMENT FUND

The Addison Public Library maintains a working capital reserve in accordance with 75 ILCS 5/5-8 for the purposes authorized by statute. The Board of Trustees in its annual appropriation determination shall specify for what purposes these special funds are being accumulated and shall amend its building plan based upon an asset replacement schedule, reserving the right to alter or amend the plan as circumstances may require and as the Board may determine appropriate.

The Board also reserves the right to continue to reserve funds pursuant to 75 ILCS 5/5-8 without making any expenditure until such time as the Board determines the specific expenditures to be appropriate.

ACCOUNTING

The accounting system used by the Addison Public Library shall utilize generally accepted accounting principles that are required by regulatory agencies for government units. The Governmental Accounting Standards Board is the accepted standard-setting body for establishing governmental accounting and financial reporting principles.

The accounting practices and procedures used by the Addison Public Library shall allow for adequate management of the Addison Public Library's revenues and expenditures and shall provide adequate systems of monitoring by the Board of Trustees as well as outside auditors.

Reporting Entity - As required by generally accepted accounting principles, the financial statements include all accounts of the Addison Public Library. The library has a separately elected Board from that of the Village of Addison and provides services to residents within the geographic boundaries of the Village.

Measurement Focus, Basis of Accounting, and Basis of Presentation - The accounts of the library are organized and operated on the basis of funds and account groups. A fund is an independent fiscal and accounting entity with a self-balancing set of accounts. Fund accounting segregates funds according to their intended purpose and is used to aid management in demonstrating compliance with finance-related legal and contractual provisions. The minimum number of funds is maintained consistent with legal and managerial requirements. The account group is a reporting device to account for certain assets of the governmental funds not recorded directly in those funds.

Governmental funds are used to account for the library's general governmental activities. Governmental fund types follow the flow of current financial resources measurement focus and the modified accrual basis of accounting. Under the modified accrual basis of accounting revenues are recognized when susceptible to accrual (i.e., when they are "measurable and available"). "Measurable" means the amount of the transactions can be determined and "available" means collectible within the current period or soon enough thereafter to pay liabilities of the current period. The library considers all revenues available if they are collected within 60 days after year-end. Expenditures are recorded when the related fund liability is incurred, except for certain compensated absences and claims and judgments which are recognized when the obligations are expected to be liquidated with expendable available financial resources.

Property taxes and interest are susceptible to accrual. Other receipts, such as fines and other taxes, become measurable and available when cash is received by the library and are thus recognized as revenue at that time.

Entitlements and shared revenues are recorded at the time of receipt or earlier if the susceptible to accrual criteria are met. Expenditure-driven grants are recognized as revenue when the qualifying expenditures have been incurred and all other grant requirements have been met.

Governmental funds include the following fund types:

- General Fund is the library's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.
- Special Revenue Funds account for revenue sources that are legally restricted to expenditures for specific purposes.
- Capital Improvement Fund accounts for the acquisition of fixed assets or construction of major capital projects.

FINANCIAL REPORTS AND AUDITS

Reports reflecting the financial condition of the Addison Public Library shall be presented to the Board monthly. These financial reports shall include:

- Monthly revenue and expenditure statements for the month and year-to-date with comparison to the budget in all funds;
- Payroll distribution summary;
- Disbursement report for the month.

An independent auditor appointed by the Board shall conduct an annual audit of Addison Public Library's finances in accordance with the law and generally accepted accounting principles. The scope of those audits shall be determined from time to time by the Board.

SIGNING CHECKS

The Director is authorized to sign checks under \$500 for all fund accounts. Checks that are \$500 or more must be signed by any two authorized signatories as follows: the President of the Board, the Treasurer of the Board, optional other Board member(s) designated as signatories by the Board, and the Director. The All Disbursements Report for the month is approved at the Board meeting before checks are distributed to the vendors.

It is the responsibility of the Director to ensure that signatures are procured from appropriate signatories so that payment can be made on obligations of the Addison Public Library. It is also the responsibility of the Director to establish adequate controls and safeguards to ensure disbursement of funds only for proper purposes.

It is the responsibility of all check signers to ensure that there is adequate documentation, consistent with good internal controls, for valid payment of checks they sign.

ROUTINE BILL PAYMENT

At each regular meeting of the Board of Trustees, routine bills are presented for consideration and approval by the Board.

If a quorum of the Board is not available or a regular monthly meeting is cancelled, the Finance Committee (a standing committee under Article V of the Addison Public Library By-Laws) is delegated the authority to meet to review and authorize payment of all routine bills that are within the Budget, and not exceeding it. The full Board will ratify such payment at the next regularly scheduled meeting of the Board. In such cases, the Finance Committee (a standing committee under Article V of the Addison Public Library By-Laws) will schedule a meeting in compliance with the Open Meetings Act.

Monthly General Disbursements

1. Librarian's Checking Account - Checks from the *Librarian's Account* are issued with the approval of the Library Director or, in the Director's absence, the approval of the Assistant Director. With approval of the Monthly General Disbursements, the Board will ratify disbursements that have been made since its last meeting.
2. General Disbursements - The Board approves disbursements to vendors for good and services that are billed to the library since its last meeting.

Monthly Payroll Disbursements

1. Payroll Checks - The Board will ratify the payroll disbursements that have been paid according to the adopted compensation plan.

USE OF LIBRARIAN'S CHECKING ACCOUNT, PETTY CASH, AND CREDIT CARDS

Librarian's Checking Account

The Board has established a librarian's checking account, which is funded at a maximum of \$1,000 to cover expenses that require payment before the next regularly scheduled Board meeting. Such expenditures include professional growth activities, programming materials, purchases of coins for the cash registers, refreshments for meetings, etc. Checks to be written must be approved and signed by the Director as well as being under \$500 each. The Board of Trustees shall review these activities posted in the All Disbursements Report monthly and reimburse the account so that it is funded at \$1,000.

Petty Cash

The Library shall maintain petty cash to be accountable to the Board and to be used only for those items that are impractical to use a credit card or check. Normally each transaction should be less than \$20.

Credit Cards

The Director, Assistant Director, and Administrative Assistant shall be authorized to use the Addison Public Library's credit card. The Director may recommend to the Board other staff members authorized to use the Addison Public Library's credit card as well. The Board shall approve these recommendations prior to cards being issued and maintain a list of authorized individuals.

The card shall only be used for appropriate Addison Public Library business, and all uses shall be properly documented. The Addison Public Library credit card shall not be used for personal expenditures.

Monthly credit card billings shall be documented in the All Disbursement Report to the Board each month.

INVESTMENTS

Scope

This Investment Policy applies to the investment activities of all funds of the Addison Public Library. All financial assets of these funds, including the General Fund, Special Revenue Funds, Capital Improvement Fund, Debt Service Funds, Special Assessment Funds, and other funds that may be created from time to time, shall be administered in accordance with the provisions of this policy.

Objectives

The purpose of the Investment Policy of the Addison Public Library is to establish cash management and investment guidelines for the Addison Public Library Board of Trustees and staff responsible for the stewardship of public funds. Specific objectives include:

- Safety of principle is the foremost objective of the Investment Policy of the Addison Public Library. Each investment transaction shall seek first to ensure that capital losses are avoided, whether they are from securities defaults or erosion of market value.
- The library's investment portfolio shall remain sufficiently liquid to enable the library to meet all operating requirements that may be reasonably anticipated in any library fund.
- The investment portfolio of the library shall be designed with the objective of regularly exceeding the average return of three (3) month U.S. Treasury Bills. The investment program shall seek to augment returns above this threshold, consistent with risk limitations identified herein and prudent investment principles.
- In managing its investment portfolio, library officials shall avoid any transaction that might impair public confidence in the management of the library. Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation but for investment, considering the probable safety of their capital as well as the probable income to be derived.

Compliance

The policy shall at all times comply with all applicable laws and statues, bylaws, and resolutions of the Addison Public Library.

Responsibility for the Investment Program

The Board of Trustees shall designate those officers and employees as having the authority and responsibility for implementing the policy.

Board of Trustees and employees involved in the investment process shall refrain from personal business activities that could conflict with proper execution of the investment program or which could impair their ability to make impartial investment decisions. Employees and Board of

Trustees shall disclose to the authorized administrator of the policy any material financial interest in financial institutions that conduct business with this jurisdiction, and they shall further disclose any large personal financial/investment positions that could be related to the performance of this jurisdiction's portfolio. Employees and Board of Trustees shall subordinate their personal investment transactions to those of this jurisdiction, particularly with regard to the timing of purchases and sales.

Accounting

The Addison Public Library maintains its accounting records on the basis of funds and account groups, each of which is considered a separate accounting entity. All investment transactions shall be recorded in the various funds of the library in accordance with generally accepted accounting principles as promulgated by the Government Accounting Standards Board.

Financial Institutions

The Board of Trustees shall approve all financial institutions with which the Addison Public Library deals. The library staff shall recommend to the Board those financial institutions that best meet the objectives of the policy.

It shall be the policy of the library to select financial institutions on the following basis:

- **Security:** The library shall not maintain funds in any financial institution that is not a member of the FDIC. Furthermore, the library shall not maintain funds in any financial institution that is not willing and capable of posting required collateral for funds in excess of the FDIC insurable limits.
- **Size:** The library shall not select as depository any financial institution in which the library funds on deposit shall exceed fifty percent (50%) of the institution's capital stock and surplus.
- **Statement of Condition:** The library shall maintain for public and managerial inspection current statements of condition for each financial institution named as depository. If, for any reason, the information furnished is considered by the Board of Trustees or the authorized administrator to be insufficient, the library may request additional data. The refusal of an institution to provide such data upon request may serve as sufficient cause for the withdrawal of library funds.
- **Services and Fees:** Any financial institution selected by the library shall provide normal banking services, including, but not limited to: checking accounts, wire transfers, purchase and sale of investment securities and safekeeping services. Fees for banking services shall be mutually agreed to by an authorized representative of the depository bank and the Addison Public Library official.

Investment Selection

The Board of Trustees of the Addison Public Library shall approve a list of permitted investment instruments which shall meet all legal standards stated under the Compliance section and the prudent person standard stated under the Objectives section herein. [See Appendix A.]

Diversification and Maturities of Investments

Diversification and maturities management are two key aspects of prudent investment practices. Properly balanced, they help to minimize institutional and interest-rate risk and help to ensure liquidity.

The extent to which the Addison Public Library can vary investments shall be determined by the size of the investment portfolio. Diversification for its own sake may not always be practical if it requires that the library purchase smaller lower-yielding investments.

A careful analysis of the library's short-, mid-, and long-term cash needs is the basis for developing the maturity structure.

Collateral

It is the policy of the Addison Public Library to require that funds on deposit in excess of FDIC or FSLIC limits be secured by some form of collateral. The library shall accept any of the following assets as collateral:

- U. S. Government Securities;
- Obligations of Federal Agencies;
- Obligations of Federal Instrumentalities;
- Obligations of the State of Illinois;
- General Obligation Bonds of Illinois Municipalities rated "A" or better;
- Any other collateral identified in Illinois Compiled Statutes as acceptable for use by the Treasurer of the State of Illinois.

The amount of collateral provided shall be not less than one-hundred-ten percent (110%) of the fair market value of the net amount of public funds secured. Pledged collateral shall be held by the library or in safekeeping and evidenced by a safekeeping agreement.

Documentation

The library staff shall develop appropriate procedures for the legal and financial review and approval of all documents entered into to implement the policy.

Reporting

The Addison Public Library staff shall report periodically to the Board the state of the various funds of the investment portfolio.

The investment report shall be used to measure performance and to demonstrate the degree of compliance with the policy.

In addition to interim reports an annual review shall be prepared. This report shall focus on the overall performance of investments during the year as well as a projection of what may be anticipated in the future.

Indemnification

The authorized administrator of the investments and employees of the Addison Public Library acting in accordance with this Investment Policy and written procedures as have been or may be established and exercising due diligence shall be relieved of personal liability for an individual security's credit risk or market changes.

Amendment

This policy shall be reviewed from time to time and revisions shall be presented to the Board of Trustees for its approval.

FIXED ASSETS

Purpose

The purpose of the Fixed Asset Policy of the Addison Public Library is threefold:

1. To facilitate the accounting for fixed assets;
2. To maintain fiduciary responsibility for these assets;
3. To maintain a list of the particular projects and needs for expenditures from the Capital Improvement Fund.

Depreciation of the Addison Public Library fixed assets is not required under generally accepted accounting principles, since the library is categorized as a governmental fund type. Thus, depreciation is not addressed in this policy.

Criteria for Capitalization

All fixed assets that are purchased or received as gifts or donations shall be recorded as expenditures in the fund that paid for the fixed asset. Those fixed assets, equaling or exceeding \$1,000, shall be capitalized and recorded in the library's Asset Replacement Schedule on a timely basis.

The library shall maintain detailed asset records, listing the following information:

- Fixed asset category;
- Brief description;
- Date of acquisition;
- Purchase price;
- Life expectancy.

However, it is understood that for assets acquired earlier, all the above information may not be available. Every effort shall have been made to acquire or estimate the information.

Library books and other library materials are not capitalized in the Asset Replacement Schedule. All physical library material is capitalized as a single addition as opposed to individual purchases and therefore no minimum threshold is established.

Definitions/Descriptions of Fixed Asset Categories

Each fixed asset capitalized in the Asset Replacement Schedule shall be classified in the following categories for financial reporting purposes:

- Building and Grounds - Costs include purchase price of structures and all property permanently attached to, or an integral part of the structure, plus necessary improvements including re-roofing, electrical/plumbing, carpet replacement, and HVAC. Costs such as legal and filing fees, architectural fees, engineering fees, and other related professional services may also be included.
- Automation: Hardware and Software - Assets in this category include computer hardware including network servers, PCs, and peripherals. Purchased software, like enterprise packages and cloud-based applications, are also considered fixed assets.
- Furniture, Fixtures, and Equipment - Assets in this category include heavy equipment, office equipment, phone system, shelving, furniture, and fixtures.
- Books and Materials - Books and Material assets are comprised of physical material used by library patrons.
- ~~HVAC Equipment;~~
- ~~Building and Grounds;~~
- ~~Automation: Hardware/Software;~~
- ~~Furniture and Equipment.~~

Accounting for Disposals/Retirements of Fixed Assets

When the Board of Trustees has determined to sell or otherwise dispose of fixed assets that it deems no longer necessary or useful for library purposes, the library shall adhere to 75 ILCS 5/4-16 in the sale or disposition of such property. As fixed asset items are disposed of or retired, they shall be eliminated from the Asset Replacement Schedule on a timely basis.

Reconciliations

On a periodic basis, at least annually, the Asset Replacement Schedule shall be reconciled. To assure that the reconciliation process is properly completed, the Library shall take a physical inventory comparing the fixed assets per the Asset Replacement Schedule to what actually exists at the library. Adjustments to the Asset Replacement Schedule shall be made as appropriate.

SPENDING AUTHORIZATIONS

The Director may make expenditures consistent with the Board-approved budget without further Board approval. However, expenditures that are not within the Board approved budget must be formally approved by the Board of Trustees.

A list of anticipated major capital expenditures should be included with the annual budget and the yearly updated long range plan that are submitted to the Board for approval.

Unbudgeted emergency repairs to the physical plant or equipment that must be completed immediately and cannot be practically submitted to the Board for approval may be authorized by the Director. The Board of Trustees shall be informed of the expenditures as soon as possible.

INSURANCE/BONDING PROTECTION OF THE ADDISON PUBLIC LIBRARY

In compliance with 75 ILCS 5/4-9 the Director shall recommend to the Board all necessary bonding of Board and staff members who handle Addison Public Library funds and also any appropriate insurance protection to protect the finances of the Addison Public Library.

BAD DEBTS OWED TO THE ADDISON PUBLIC LIBRARY

Delinquent accounts may be assigned for collection to either legal counsel or a collection agency, or taken to small claims court as the Director deems appropriate. Collection efforts for accounts past due of \$50 or more shall continue until actually collected or the attorney, collection agency, or small claims court deems further efforts shall be futile or not cost-effective.

RECOGNITION AND REWARDS

The Addison Public Library acknowledges that as a public entity, it must be a steward of the public funding it receives and ensure that the expenditures of Library funds are consistent with its statutory authority, which includes the establishment, maintenance and operation of a public library; as well as the performance of activities necessary for conducting library services.

The Library also recognizes the invaluable contributions made by its staff, volunteers and supporters, and recognizes that maintaining the morale of staff and volunteers is a necessary component to its success. The Addison Public Library hereby finds that maintaining the morale of its staff and volunteers is necessary for conducting library services. For these reasons, the Addison Public Library adopts this policy. No gift shall be provided to employees, volunteers or library supporters contrary to this policy.

Employee Service Awards - In December of each year the Library recognizes employees based on their years of service at the Library. Each employee who has completed five years of service at the Library (or an increment of five years) in that calendar year is recognized at the Library staff recognition event with a certificate of appreciation and a gift. Funds for these awards shall be paid from the budgeted funds of the Library. The Library shall determine the type of gift to be given. Gifts of cash or gift certificates will be avoided because such gifts are taxable income.

Employee and Employee Team of the Year Awards - The library staff will annually select one individual and one staff team to be recognized as *Employee of the Year* and *Team of the Year* who have given exemplary service to the Library and its users. These awards will be presented at a staff appreciation luncheon held each year during National Library Week. Funds for these awards shall be paid from the budgeted funds of the Library. The Library shall determine the type

of gift to be given. Gifts of cash or gift certificates will be avoided because such gifts are taxable income.

Volunteers - Recognition is an important component of the Addison Public Library's volunteer program. The Library recognizes that volunteer services are a necessary component to providing an adequate level of service to library patrons. Although individual, informal recognition of volunteers may occur on a regular basis, it is important that the Library formally recognize volunteers as a group on a regular basis, at least annually. It is the policy of this Board to formally recognize volunteers. It shall also be the policy of this Board to formally recognize volunteers and library supporters who have given extraordinary service to the Library by approving resolutions of the Board commemorating such service and dedicating books in the Library's collection in honor of these individuals.

Retirement - The library will not give gifts of cash or tangible personal property to employees upon retirement. Employees with ten or more years of service to the library will be recognized upon retirement by a formal resolution from the Board. All employees will be recognized upon retirement with a book to be placed into the library's collection in their honor.

Trustees - Trustees serve without any expectation of compensation in accordance with state statute, however, upon retirement the Board may decide to recognize an individual trustee at its discretion.

All recognition awards are at the discretion of the Board and based on available funds, staffing levels, and the needs of the Library. Programs and awards may be discontinued at any time with no expectations of grand-fathering clauses.

Appendix A:

<https://ilga.gov/legislation/ilcs/ilcs3.asp?ActID=496&ChapterID=7>

(30 ILCS 235/) Public Funds Investment Act.

(30 ILCS 235/0.01) (from Ch. 85, par. 900)

Sec. 0.01. Short title. This Act may be cited as the Public Funds Investment Act.

(Source: P.A. 86-1324.)

(30 ILCS 235/1) (from Ch. 85, par. 901)

Sec. 1. The words "public funds", as used in this Act, mean current operating funds, special funds, interest and sinking funds, and funds of any kind or character belonging to or in the custody of any public agency.

The words "public agency", as used in this Act, mean the State of Illinois, the various counties, townships, cities, towns, villages, school districts, educational service regions, special road districts, public water supply districts, fire protection districts, drainage districts, levee districts, sewer districts, housing authorities, the Illinois Bank Examiners' Education Foundation, the Chicago Park District, and all other political corporations or subdivisions of the State of Illinois, now or hereafter created, whether herein specifically mentioned or not.

This Act does not apply to the Illinois Prepaid Tuition Trust Fund, private funds collected by the Illinois Conservation Foundation, or pension funds or retirement systems established under the Illinois Pension Code, except as otherwise provided in that Code. This Act does not apply to the Illinois State Treasurer, whose investment of State funds shall be governed by the Deposit of State Moneys Act.

The words "governmental unit", as used in this Act, have the same meaning as in the Local Government Debt Reform Act.

(Source: P.A. 102-297, eff. 8-6-21.)

(30 ILCS 235/2) (from Ch. 85, par. 902)

Sec. 2. Authorized investments.

(a) Any public agency may invest any public funds as follows:

(1) in bonds, notes, certificates of indebtedness, treasury bills or other securities now or hereafter issued, which are guaranteed by the full faith and credit of the United States of America as to principal and interest;

(2) in bonds, notes, debentures, or other similar obligations of the United States of America, its agencies, and its instrumentalities;

(3) in interest-bearing savings accounts, interest-bearing certificates of deposit or interest-bearing time deposits or any other investments constituting direct obligations of any bank as defined by the Illinois Banking Act;

(4) in short-term obligations of corporations organized in the United States with assets exceeding \$500,000,000 if (i) such obligations are rated at the time of purchase at one of the 3 highest classifications established by at least 2 standard rating services and which mature not later than 270 days from the date of purchase, (ii) such purchases do not exceed 10% of the corporation's outstanding obligations, and (iii) no more than one-third of the public agency's funds may be invested in short-term obligations of corporations under this paragraph (4);

(4.5) in obligations of corporations organized in the United States with assets exceeding \$500,000,000 if (i) such obligations are rated at the time of purchase at one of the 3 highest classifications established by at least 2 standard rating services and which mature more than 270 days but less than 3 years from the date of purchase, (ii) such purchases do not exceed 10% of the corporation's outstanding obligations, and (iii) no more than one-third of the public agency's funds may be invested in obligations of corporations under this paragraph (4.5); or

(5) in money market mutual funds registered under the Investment Company Act of 1940, provided that the portfolio of any such money market mutual fund is limited to obligations described in paragraph (1) or (2) of this subsection and to agreements to repurchase such obligations.

(a-1) In addition to any other investments authorized under this Act, a municipality, park district, forest preserve district, conservation district, county, or other governmental unit may invest its public funds in interest bearing bonds of any county, township, city, village, incorporated town, municipal corporation, or school district, of the State of Illinois, of any other state, or of any political subdivision or agency of the State of Illinois or of any other state, whether the interest earned thereon is taxable or tax-exempt under federal law. The bonds shall be registered in the name of the municipality, park district, forest preserve district, conservation district, county, or other governmental unit, or held under a custodial agreement at a bank. The bonds shall be rated at the time of purchase within the 4 highest general classifications established by a rating service of nationally recognized expertise in rating bonds of states and their political subdivisions.

(b) Investments may be made only in banks which are insured by the Federal Deposit Insurance Corporation. Any public agency may invest any public funds in short term discount obligations of the Federal National Mortgage Association or in shares or other forms of securities legally issuable by savings banks or savings and loan associations incorporated under the laws of this State or any other state or under the laws of the United States. Investments may be made only in those savings banks or savings and loan associations the shares, or investment certificates of which are insured by the Federal Deposit Insurance Corporation. Any such securities may be purchased at the offering or market price thereof at the time of such purchase. All such securities so purchased shall mature or be redeemable on a date or dates prior to the time when, in the judgment of such governing authority, the public funds so invested will be required for expenditure by such public agency or its governing authority. The expressed judgment of any such governing authority as to the time when any public funds will be required for expenditure or be redeemable is final and conclusive. Any public agency may invest any public funds in dividend-bearing share accounts, share certificate accounts or class of share accounts of a credit union chartered under the laws of this State or the laws of the United States; provided, however, the principal office of any such credit union must be located within the State of Illinois. Investments may be made only in those credit unions the accounts of which are insured by applicable law.

(c) For purposes of this Section, the term "agencies of the United States of America" includes: (i) the federal land banks, federal intermediate credit banks, banks for cooperative, federal farm credit banks, or any other entity authorized to issue debt obligations under the Farm Credit Act of 1971 (12 U.S.C. 2001 et seq.) and Acts amendatory thereto; (ii) the federal home loan banks and the federal home loan mortgage corporation; and (iii) any other agency created by Act of Congress.

(d) Except for pecuniary interests permitted under subsection (f) of Section 3-14-4 of the Illinois Municipal Code or under Section 3.2 of the Public Officer Prohibited Practices Act, no person acting as treasurer or financial officer or who is employed in any similar capacity by or for a public agency may do any of the following:

(1) have any interest, directly or indirectly, in any investments in which the agency is authorized to invest.

(2) have any interest, directly or indirectly, in the sellers, sponsors, or managers of those investments.

(3) receive, in any manner, compensation of any kind from any investments in which the agency is authorized to invest.

(e) Any public agency may also invest any public funds in a Public Treasurers' Investment Pool created under Section 17 of the State Treasurer Act. Any public agency may also invest any public funds in a fund managed, operated, and administered by a bank, subsidiary of a bank, or subsidiary of a bank holding company or use the services of such an entity to hold and invest or advise regarding the investment of any public funds.

(f) To the extent a public agency has custody of funds not owned by it or another public agency and does not otherwise have authority to invest such funds, the public agency may invest such funds as if they were its own. Such funds must be released to the appropriate person at the earliest reasonable time, but in no case exceeding 31 days, after the private person becomes entitled to the receipt of them. All earnings accruing on any investments or deposits made pursuant to the provisions of this Act shall be credited to the public agency by or for which such investments or deposits were made, except as provided otherwise in Section 4.1 of the State Finance Act or the Local Governmental Tax Collection Act, and except where by specific statutory provisions such earnings are directed to be credited to and paid to a particular fund.

(g) A public agency may purchase or invest in repurchase agreements of government securities having the meaning set out in the Government Securities Act of 1986, as now or hereafter amended or succeeded, subject to the provisions of

said Act and the regulations issued thereunder. The government securities, unless registered or inscribed in the name of the public agency, shall be purchased through banks or trust companies authorized to do business in the State of Illinois.

(h) Except for repurchase agreements of government securities which are subject to the Government Securities Act of 1986, as now or hereafter amended or succeeded, no public agency may purchase or invest in instruments which constitute repurchase agreements, and no financial institution may enter into such an agreement with or on behalf of any public agency unless the instrument and the transaction meet the following requirements:

(1) The securities, unless registered or inscribed in the name of the public agency, are purchased through banks or trust companies authorized to do business in the State of Illinois.

(2) An authorized public officer after ascertaining which firm will give the most favorable rate of interest, directs the custodial bank to "purchase" specified securities from a designated institution. The "custodial bank" is the bank or trust company, or agency of government, which acts for the public agency in connection with repurchase agreements involving the investment of funds by the public agency. The State Treasurer may act as custodial bank for public agencies executing repurchase agreements. To the extent the Treasurer acts in this capacity, he is hereby authorized to pass through to such public agencies any charges assessed by the Federal Reserve Bank.

(3) A custodial bank must be a member bank of the Federal Reserve System or maintain accounts with member banks. All transfers of book-entry securities must be accomplished on a Reserve Bank's computer records through a member bank of the Federal Reserve System. These securities must be credited to the public agency on the records of the custodial bank and the transaction must be confirmed in writing to the public agency by the custodial bank.

(4) Trading partners shall be limited to banks or trust companies authorized to do business in the State of Illinois or to registered primary reporting dealers.

(5) The security interest must be perfected.

(6) The public agency enters into a written master repurchase agreement which outlines the basic responsibilities and liabilities of both buyer and seller.

(7) Agreements shall be for periods of 330 days or less.

(8) The authorized public officer of the public agency informs the custodial bank in writing of the maturity details of the repurchase agreement.

(9) The custodial bank must take delivery of and maintain the securities in its custody for the account of the public agency and confirm the transaction in writing to the public agency. The Custodial Undertaking shall provide that the custodian takes possession of the securities exclusively for the public agency; that the securities are free of any claims against the trading partner; and any claims by the custodian are subordinate to the public agency's claims to rights to those securities.

(10) The obligations purchased by a public agency may only be sold or presented for redemption or payment by the fiscal agent bank or trust company holding the obligations upon the written instruction of the public agency or officer authorized to make such investments.

(11) The custodial bank shall be liable to the public agency for any monetary loss suffered by the public agency due to the failure of the custodial bank to take and maintain possession of such securities.

(i) Notwithstanding the foregoing restrictions on investment in instruments constituting repurchase agreements the Illinois Housing Development Authority may invest in, and any financial institution with capital of at least \$250,000,000 may act as custodian for, instruments that constitute repurchase agreements, provided that the Illinois Housing Development Authority, in making each such investment, complies with the safety and soundness guidelines for engaging in repurchase transactions applicable to federally insured banks, savings banks, savings and loan associations or other depository institutions as set forth in the Federal Financial Institutions Examination Council Policy Statement Regarding Repurchase Agreements and any regulations issued, or which may be issued by the supervisory federal authority pertaining thereto and any amendments thereto; provided further that the securities shall be either (i) direct general obligations of, or obligations the payment of the principal of and/or interest on which are unconditionally guaranteed by, the United States of America or (ii) any obligations of any agency, corporation or subsidiary thereof controlled or supervised by and acting as an instrumentality of the United States Government pursuant to authority granted by the Congress of the United States and provided further that the security interest must be perfected by either the Illinois Housing Development Authority, its custodian or its agent receiving possession of the securities either physically or transferred through a nationally recognized book entry system.

(j) In addition to all other investments authorized under this Section, a community college district may invest public funds in any mutual funds that invest primarily in corporate investment grade or global government short term bonds. Purchases of mutual funds that invest primarily in global government short term bonds shall be limited to funds with assets of at least \$100 million and that are rated at the time of purchase as one of the 10 highest classifications established by a recognized rating service. The investments shall be subject to approval by the local community college board of trustees. Each community college board of trustees shall develop a policy regarding the percentage of the college's investment portfolio that can be invested in such funds.

Nothing in this Section shall be construed to authorize an intergovernmental risk management entity to accept the deposit of public funds except for risk management purposes.

(Source: P.A. 102-285, eff. 8-6-21.)

(30 ILCS 235/2.5)

Sec. 2.5. Investment policy.

(a) Investment of public funds by a public agency shall be governed by a written investment policy adopted by the public agency. The level of detail and complexity of the investment policy shall be appropriate to the nature of the funds, the purpose for the funds, and the amount of the public funds within the investment portfolio. The policy shall address safety of principal, liquidity of funds, and return on investment and shall require that the investment portfolio be structured in such manner as to provide sufficient liquidity to pay obligations as they come due. In addition, the investment policy shall include or address the following:

- (1) a listing of authorized investments;
- (2) a rule, such as the "prudent person rule", establishing the standard of care that must be maintained by the persons investing the public funds;
- (3) investment guidelines that are appropriate to the nature of the funds, the purpose for the funds, and the amount of the public funds within the investment portfolio;
- (4) a policy regarding diversification of the investment portfolio that is appropriate to the nature of the funds, the purpose for the funds, and the amount of the public funds within the investment portfolio;

(5) guidelines regarding collateral requirements, if any, for the deposit of public funds in a financial institution made pursuant to this Act, and, if applicable, guidelines for contractual arrangements for the custody and safekeeping of that collateral;

(6) a policy regarding the establishment of a system of internal controls and written operational procedures designed to prevent losses of funds that might arise from fraud, employee error, misrepresentation by third parties, or imprudent actions by employees of the entity;

(7) identification of the chief investment officer who is responsible for establishing the internal controls and written procedures for the operation of the investment program;

(8) performance measures that are appropriate to the nature of the funds, the purpose for the funds, and the amount of the public funds within the investment portfolio;

(9) a policy regarding appropriate periodic review of the investment portfolio, its effectiveness in meeting the public agency's needs for safety, liquidity, rate of return, and diversification, and its general performance;

(10) a policy establishing at least quarterly written reports of investment activities by the public agency's chief financial officer for submission to the governing body and chief executive officer of the public agency. The reports shall include information regarding securities in the portfolio by class or type, book value, income earned, and market value as of the report date;

(11) a policy regarding the selection of investment advisors, money managers, and financial institutions; and

(12) a policy regarding ethics and conflicts of interest.

(a-5) The investment policy shall include a statement that material, relevant, and decision-useful sustainability factors have been or are regularly considered by the agency, within the bounds of financial and fiduciary prudence, in evaluating investment decisions. Such factors include, but are not limited to: (i) corporate governance and leadership factors; (ii) environmental factors; (iii) social capital factors; (iv) human capital factors; and (v) business model and innovation factors, as provided under the Illinois Sustainable Investing Act.

(b) For purposes of the State or a county, the investment policy shall be adopted by the elected treasurer and presented to the chief executive officer and the governing body. For purposes of any other public agency, the investment policy shall be adopted by the governing body of the public agency.

(c) The investment policy shall be made available to the public at the main administrative office of the public agency.

(d) The written investment policy required under this Section shall be developed and implemented by January 1, 2000.

(Source: P.A. 101-473, eff. 1-1-20.)

(30 ILCS 235/2.10)

Sec. 2.10. Unit of local government; deposit at reduced rate of interest. The treasurer of a unit of local government may, in his or her discretion, deposit public moneys of that unit of local government in a financial institution pursuant to an agreement that provides for a reduced rate of interest, provided that the institution agrees to expend an amount of money equal to the amount of the reduction for senior centers.

(Source: P.A. 93-246, eff. 7-22-03.)

(30 ILCS 235/3) (from Ch. 85, par. 903)

Sec. 3. If any securities, purchased under authority of Section 2 hereof, are issuable to a designated payee or to the order of a designated payee, then the public agency shall be so designated, and further, if such securities are purchased with money taken from a particular fund of a public agency, the name of such fund shall be added to that of such public agency. If any such securities are registerable, either as to principal or interest, or both, then such securities shall be so registered in the name of the public agency, and in the name of the fund to which they are to be credited.
(Source: Laws 1943, vol. 1, p. 951.)

(30 ILCS 235/4) (from Ch. 85, par. 904)

Sec. 4. All securities purchased under the authority of this Act shall be held for the benefit of the public agency which purchased them, and if purchased with money taken from a particular fund, such securities shall be credited to and deemed to be a part of such fund, and shall be held for the benefit thereof. All securities so purchased shall be deposited and held in a safe place by the person or persons having custody of the fund to which they are credited, and such person or persons are responsible upon his or their official bond or bonds for the safekeeping of all such securities. Any securities purchased by any such public agency under authority of this Act, may be sold at any time, at the then current market price thereof, by the governing authority of such public agency. Except as provided in Section 4.1 of "An Act in relation to State finance", all payments received as principal or interest, or otherwise, derived from any such securities shall be credited to the public agency and to the fund by or for which such securities were purchased.
(Source: P.A. 84-1378.)

(30 ILCS 235/5) (from Ch. 85, par. 905)

Sec. 5. This Act, without reference to any other statute, shall be deemed full and complete authority for the investment of public funds, as hereinabove provided, and shall be construed as an additional and alternative method therefor.
(Source: Laws 1943, vol. 1, p. 951.)

(30 ILCS 235/6) (from Ch. 85, par. 906)

Sec. 6. Report of financial institutions.

(a) No bank shall receive any public funds unless it has furnished the corporate authorities of a public agency submitting a deposit with copies of the last two sworn statements of resources and liabilities which the bank is required to furnish to the Commissioner of Banks and Real Estate or to the Comptroller of the Currency. Each bank designated as a depository for public funds shall, while acting as such depository, furnish the corporate authorities of a public agency with a copy of all statements of resources and liabilities which it is required to furnish to the Commissioner of Banks and Real Estate or to the Comptroller of the Currency; provided, that if such funds or moneys are deposited in a bank, the amount of all such deposits not collateralized or insured by an agency of the federal government shall not exceed 75% of the capital stock and surplus of such bank, and the corporate authorities of a public agency submitting a deposit shall not be discharged from responsibility for any funds or moneys deposited in any bank in excess of such limitation.

(b) No savings bank or savings and loan association shall receive public funds unless it has furnished the corporate authorities of a public agency submitting a deposit with copies of the last 2 sworn statements of resources and liabilities which the savings bank or savings and loan association is required to furnish to the Commissioner of Banks and Real Estate or the Federal Deposit Insurance Corporation. Each savings bank or savings and loan association designated as a depository for public funds shall, while acting as such depository, furnish the

corporate authorities of a public agency with a copy of all statements of resources and liabilities which it is required to furnish to the Commissioner of Banks and Real Estate or the Federal Deposit Insurance Corporation; provided, that if such funds or moneys are deposited in a savings bank or savings and loan association, the amount of all such deposits not collateralized or insured by an agency of the federal government shall not exceed 75% of the net worth of such savings bank or savings and loan association as defined by the Federal Deposit Insurance Corporation, and the corporate authorities of a public agency submitting a deposit shall not be discharged from responsibility for any funds or moneys deposited in any savings bank or savings and loan association in excess of such limitation.

(c) No credit union shall receive public funds unless it has furnished the corporate authorities of a public agency submitting a share deposit with copies of the last two reports of examination prepared by or submitted to the Illinois Department of Financial Institutions or the National Credit Union Administration. Each credit union designated as a depository for public funds shall, while acting as such depository, furnish the corporate authorities of a public agency with a copy of all reports of examination prepared by or furnished to the Illinois Department of Financial Institutions or the National Credit Union Administration; provided that if such funds or moneys are invested in a credit union account, the amount of all such investments not collateralized or insured by an agency of the federal government or other approved share insurer shall not exceed 50% of the unimpaired capital and surplus of such credit union, which shall include shares, reserves and undivided earnings and the corporate authorities of a public agency making an investment shall not be discharged from responsibility for any funds or moneys invested in a credit union in excess of such limitation.

(d) Whenever a public agency deposits any public funds in a financial institution, the public agency may enter into an agreement with the financial institution requiring any funds not insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration or other approved share insurer to be collateralized by any of the following classes of securities, provided there has been no default in the payment of principal or interest thereon:

- (1) Bonds, notes, or other securities constituting direct and general obligations of the United States, the bonds, notes, or other securities constituting the direct and general obligation of any agency or instrumentality of the United States, the interest and principal of which is unconditionally guaranteed by the United States, and bonds, notes, or other securities or evidence of indebtedness constituting the obligation of a U.S. agency or instrumentality.
- (2) Direct and general obligation bonds of the State of Illinois or of any other state of the United States.
- (3) Revenue bonds of this State or any authority, board, commission, or similar agency thereof.
- (4) Direct and general obligation bonds of any city, town, county, school district, or other taxing body of any state, the debt service of which is payable from general ad valorem taxes.
- (5) Revenue bonds of any city, town, county, or school district of the State of Illinois.
- (6) Obligations issued, assumed, or guaranteed by the International Finance Corporation, the principal of which is not amortized during the life of the obligation, but no such obligation shall be accepted at more than 90% of its market value.
- (7) Illinois Affordable Housing Program Trust Fund Bonds or Notes as defined in and issued pursuant to the Illinois Housing Development Act.
- (8) In an amount equal to at least market value of that amount of funds deposited exceeding the insurance limitation provided by the Federal Deposit Insurance Corporation or the National Credit Union

Administration or other approved share insurer: (i) securities, (ii) mortgages, (iii) letters of credit issued by a Federal Home Loan Bank, or (iv) loans covered by a State Guarantee under the Illinois Farm Development Act, if that guarantee has been assumed by the Illinois Finance Authority under Section 845-75 of the Illinois Finance Authority Act, and loans covered by a State Guarantee under Article 830 of the Illinois Finance Authority Act.

(9) Certificates of deposit or share certificates issued to the depository institution pledging them as security. The public agency may require security in the amount of 125% of the value of the public agency deposit. Such certificate of deposit or share certificate shall:

(i) be fully insured by the Federal Deposit Insurance Corporation, the Federal Savings and Loan Insurance Corporation, or the National Credit Union Share Insurance Fund or issued by a depository institution which is rated within the 3 highest classifications established by at least one of the 2 standard rating services;

(ii) be issued by a financial institution having assets of \$15,000,000 or more; and

(iii) be issued by either a savings and loan association having a capital to asset ratio of at least 2%, by a bank having a capital to asset ratio of at least 6% or by a credit union having a capital to asset ratio of at least 4%.

The depository institution shall effect the assignment of the certificate of deposit or share certificate to the public agency and shall agree that, in the event the issuer of the certificate fails to maintain the capital to asset ratio required by this Section, such certificate of deposit or share certificate shall be replaced by additional suitable security.

(e) The public agency may accept a system established by the State Treasurer to aggregate permissible securities received as collateral from financial institutions in a collateral pool to secure public deposits of the institutions that have pledged securities to the pool.

(f) The public agency may at any time declare any particular security ineligible to qualify as collateral when, in the public agency's judgment, it is deemed desirable to do so.

(g) Notwithstanding any other provision of this Section, as security a public agency may, at its discretion, accept a bond, executed by a company authorized to transact the kinds of business described in clause (g) of Section 4 of the Illinois Insurance Code, in an amount not less than the amount of the deposits required by this Section to be secured, payable to the public agency for the benefit of the People of the unit of government, in a form that is acceptable to the public agency.

(h) Paragraphs (a), (b), (c), (d), (e), (f), and (g) of this Section do not apply to the University of Illinois, Southern Illinois University, Chicago State University, Eastern Illinois University, Governors State University, Illinois State University, Northeastern Illinois University, Northern Illinois University, Western Illinois University, the Cooperative Computer Center and public community colleges. (Source: P.A. 95-331, eff. 8-21-07.)

(30 ILCS 235/6.5)

Sec. 6.5. Federally insured deposits at Illinois financial institutions.

(a) Notwithstanding any other provision of this Act or any other statute, whenever a public agency invests public funds in an interest-bearing savings account, demand deposit account, interest-bearing certificate of deposit, or interest-bearing time deposit under Section 2 of this Act, the provisions of Section 6 of this Act and any other statutory requirements pertaining to the eligibility of a bank to receive or hold public deposits or to the pledging of collateral by a bank to secure public deposits do not apply to any bank receiving or holding all or part of the invested public funds if (i) the public agency

initiates the investment at or through a bank located in Illinois and (ii) the invested public funds are at all times fully insured by an agency or instrumentality of the federal government.

(b) Nothing in this Section is intended to:

(1) prohibit a public agency from requiring the bank at or through which the investment of public funds is initiated to provide the public agency with the information otherwise required by subsection (a), (b), or (c) of Section 6 of this Act as a condition of investing the public funds at or through that bank; or

(2) permit a bank to receive or hold public deposits if that bank is prohibited from doing so by any rule, sanction, or order issued by a regulatory agency or by a court.

(c) For purposes of this Section, the term "bank" includes any person doing a banking business whether subject to the laws of this or any other jurisdiction.

(Source: P.A. 98-703, eff. 7-7-14; 98-756, eff. 7-16-14; 99-78, eff. 7-20-15.)

(30 ILCS 235/7) (from Ch. 85, par. 907)

Sec. 7. When investing or depositing public funds, each custodian shall, to the extent permitted by this Act and by the lawful and reasonable performance of his custodial duties, invest or deposit such funds with or in minority-owned financial institutions within this State.

(Source: P.A. 84-754.)

(30 ILCS 235/8)

Sec. 8. Consideration of financial institution's commitment to its community.

(a) In addition to any other requirements of this Act, a public agency shall consider the financial institution's record and current level of financial commitment to its local community when deciding whether to deposit public funds in that financial institution. The public agency may consider factors including, but not necessarily limited to:

(1) for financial institutions subject to the federal Community Reinvestment Act of 1977, the current and historical ratings that the financial institution has received, to the extent that those ratings are publicly available, under the federal Community Reinvestment Act of 1977;

(2) any changes in ownership, management, policies, or practices of the financial institution that may affect the level of the financial institution's commitment to its community;

(3) the financial impact that the withdrawal or denial of deposits of public funds might have on the financial institution;

(4) the financial impact to the public agency as a result of withdrawing public funds or refusing to deposit additional public funds in the financial institution; and

(5) any additional burden on the resources of the public agency that might result from ceasing to maintain deposits of public funds at the financial institution under consideration.

(a-5) Effective January 1, 2022, no public funds may be deposited in a financial institution subject to the federal Community Reinvestment Act of 1977 unless the institution has a current rating of satisfactory or outstanding under the Community Reinvestment Act of 1977.

(a-10) When investing or depositing public funds, the public agency may give preference to financial institutions that have a current rating of outstanding under the federal Community Reinvestment Act of 1977.

(b) Nothing in this Section shall be construed as authorizing the public agency to conduct an examination or investigation of a financial institution or to receive information that is not publicly available and the disclosure of which is otherwise

prohibited by law.

(Source: P.A. 101-657, eff. 3-23-21.)

(30 ILCS 235/9)

Sec. 9. Municipal and county investment in not-for-profit community development financial institutions. Municipalities and counties may invest up to \$250,000 per year in public funds in not-for-profit community development financial institutions across all institutions. These financial institutions must have at least \$5,000,000 in net assets and have earned at least an "A" rating by an investment rating organization that primarily provides services for community development financial institutions. Investments made under this Section shall be made for a term and at a rate acceptable to the municipality or county and the municipality or county may set benchmarks in order to continue investing in the not-for-profit community development financial institution.

(Source: P.A. 99-676, eff. 7-29-16.)

Section 1: Library Operations

1.1 Hours

Monday-Thursday	9:00 a.m. – 9:00 p.m.
Friday-Saturday	9:00 a.m. – 5:00 p.m.
Sunday	1:00 p.m. – 5:00p.m.

1.2 Money Transactions

Making Change

The Addison Public Library will not exchange coins or bills for amounts in excess of \$20.00.

Accepting Payments

The Addison Public Library will accept cash, **credit cards**, or personal checks (in the exact amount of the charge) for any monies owed to the Library. There may be times when a bill may be larger than what the Library can accept, since it is the policy of the Addison Public Library to have limited cash on the premises. ~~The Library accepts credit cards Visa, MasterCard, Discover and American Express for payment at the Circulation Desk and through our website.~~

1.3 Displays, Exhibits, Distribution of Free Materials

General Policy: The purpose of the Library's exhibits, displays, and distribution of free materials in the Library is to complement the Library's mission to foster a love of reading, to promote lifelong learning, and to provide recreational resources. The placing of exhibits, displays, and free materials for distribution other than those which pertain to the Library is not a right but a privilege and subject to review by the Board of Trustees.

Procedures and Regulations

The Director or the Director's designee may grant the privilege of placing exhibits, displays, and materials for free distribution subject to the following conditions:

1. Nothing shall be exhibited, displayed, or placed in the Library for distribution without permission from the Library Director or the Library Director's designee.
2. No outside organization or individual shall be permitted to display, exhibit, or place in the Library for distribution or circulation any materials, leaflets, petitions, or posters which advocate the election or defeat of a candidate for public office, or which advocate an affirmation or negative vote for or against any proposition, whether political or otherwise, or which advocate or solicit consideration of any particular religion.
3. The Library assumes no responsibility for the preservation, possible damage, or theft of any item displayed or exhibited. All items placed in the Library are done so at the owner's risk.

4. All materials must be self-explanatory. The Library staff will not be responsible for providing any additional information concerning an organization or activity. Display of materials does not imply Library sponsorship or endorsement.
5. The Library offers no guarantee regarding the length of time materials will be posted or displayed. This will be determined based on priority ranking of the group and available space and the decision rests solely with the Library Director or the Library Director's designee.
6. Only the Addison Public Library staff is allowed to place items on the bulletin board or material distribution holders.
7. Materials within the same priority ranking will be displayed according to first-come, first-served basis.
8. The Library will not accept anything to be posted on our bulletin boards that is larger than 11 x 17 inches.

Priorities for Public Bulletin Board and Material Distribution Holders

Since there are more requests for displays, exhibits, and distribution of free materials than the Addison Public Library has space to accommodate, the Library limits the type of items that will be posted to the following, which are listed in priority order, with 1 representing the highest priority:

1. Library-sponsored programs
2. Tax-supported institutions located in Addison
3. Nonprofit organizations located in Addison
4. ~~Other institutions supported by local taxes~~ Other tax-supported institutions or nonprofit organizations serving the Addison community
5. Author and storytelling events
6. Other libraries and library organizations
7. Events located in the near western suburbs
8. Local Employment Opportunities

Charity Collections

The Library occasionally provides space for charity collections sponsored by, or designed to benefit, local not-for-profit organizations to serve the needs of the Library's community.

The Library Director may exercise discretion in determining what is considered an appropriate charity collection under the Library's policy and is authorized to act accordingly.

Only one charity collection will take place at a time. Organizations are limited to sponsoring a charity collection at the Library once per calendar year. Collection is limited to a maximum period of 30 days, unless otherwise approved by the Library Director. The collection container will be located in the lobby of the Library, unless determined otherwise by the Library. The Library will not accept cash donations.

Hosting a container for a charity collection does not imply endorsement by the Library staff or the Board of Trustees of any product, service, activity, event, or viewpoint.

Once deposited in the collection container, donated items will not be returned to the donor. The Library accepts no responsibility for the loss of or damage to any items deposited in any charity

collection container. It is the responsibility of the charitable organization collecting donations to arrange for their prompt pick-up from the Library.

1.4 Gift Policy

Although the major source of funding comes through taxes, private philanthropy plays a key role in meeting the goals of the Addison Public Library. The Board of Trustees welcomes gifts, memorials, and bequests to build library resources and extend, enrich, and improve its services. Gifts that are unrestricted in their use are particularly sought by the Board since these gifts can be used to address the highest priorities or to fund especially useful materials and equipment for which funds are not otherwise available.

Donors who wish to contribute towards specific collections or needs of the Library should contact the Library Director, who will target collections requiring enrichment and identify special programs, projects, and equipment needs that would benefit from private support. Monetary gifts, including recognitions, tributes, bequests, and memorials, will be gratefully accepted to support these activities. Gifts intended for other purposes, whether monetary or material in nature will be accepted if they are considered by the Board of Trustees to be compatible with the Library's purposes, policies, and collection goals.

Donations of materials, art objects, or other types of personal property are subject to review and are accepted within the policy limitations listed below:

- Donated materials become the sole property of the Library. Librarians **Library staff will** accept these gifts without obligation as to their final disposition. Materials that staff consider not to meet the needs of the Library, that are damaged or unsuitable for circulation or sale may be refused. Donors are responsible for transporting materials to the Library. Large donations of materials must be arranged in advance.
- Materials that are not outright gifts to the Library are accepted only for special exhibits of limited duration.
- The Library has the right to refuse donated material with stipulations for special processing, handling, shelving, or display.
- In determining whether a material-specific gift item is to be added to the Library's collection, the same standards are applied with respect to a gift as are used in the selection of an item for purchase.
- Personal property, art objects, portraits, antiques, and other museum-quality objects are considered for acceptance on a case by case basis by the Board of Trustees. Permanent display or ownership of an item is not guaranteed by the Board if the item is accepted.
- The Library staff will acknowledge all monetary gifts by issuing a receipt or letter of acknowledgment to the donor. Acknowledgment of the receipt of donated material will be made, but no monetary value will be assigned to the gift.

Book Dedications

The Addison Public Library Book Dedication program allows individuals or groups to pay tribute to a person or event by placing a bookplate in a book that is already a part of the collection of the Addison Public Library.

~~The donation of \$20 allows the donor to select an item from the Library's for a suitable dedication to a person or event. The Library staff will assist the donor in selecting the item and will place a dedication bookplate in the item. The Library retains ownership of the item, which will be circulated and withdrawn, when necessary, under the same guidelines as all other items in the library's collection.~~

For a donation of \$15 for a children's book, or \$20 for a teen or adult book, the Library will purchase a book to be added to the collection. Library staff will work with the donor to select the item, and a book plate will be placed in the book. The library retains ownership of the item which will be circulated and withdrawn, when necessary, under the same guidelines as other items in the library's collection.

All book dedications will be acknowledged with a letter from the library to the donor ~~and a letter to the family of the honored person if the donor so desires.~~ An additional letter will be sent to the honoree, or the family of a deceased person, if the donor wishes.

If acceptable to the donor, book dedications **will** ~~may~~ be acknowledged in the library's newsletter or on the library's web site.

Material Donation Guidelines

The Addison Public Library appreciates donations of books ~~and non-print materials to the Library.~~ **Audiovisual material are not accepted.** Because of space constraints in the collection and the fact that library materials must be in excellent condition to hold up under repeated circulation, very few items are accepted for addition to the Library collection. All items must also fit the criteria established in the Library's Selection Policy to be considered. Materials not added to the Library collection will be disposed of at the discretion of the Library. **Books may also be offered to The Friends of the Library for their ongoing book sale. The proceeds of the sale are used for the benefit of the library.**

The Library also welcomes donations by local authors. A local author is defined as living in the Greater Chicagoland area. The Library will apply the same inclusion and retention guidelines as stated in the general materials selection policy. A local author submission form must accompany the book. Authors will be notified by email regarding the decision within one month of receipt of materials. If the work is refused based on the Library's guidelines, the staff will hold the work for thirty (30) days for pick-up. Unsolicited work(s) will not be returned.

The Library will not accept donations of the following types of materials:

- Textbooks
- Encyclopedias
- Reader's Digest Condensed Books
- Books that are in poor condition.

- ~~Magazines~~
- ~~Videotapes or DVDs~~
- ~~CDs or Cassettes~~

Naming Guidelines

Library Building

At the discretion of the Board, the naming of the Library building may be considered in the event of an extraordinary contribution for a Library building project. The entity known as the Addison Public Library shall not be subject to naming, but the building housing the Library may be so named. Such naming shall only be considered for an individual or family.

Endowment Funds

Named Endowment Funds are intended for the continued support of the Library. The Board shall appropriate for the expenditure or accumulation of all Endowment Funds pursuant to the standard of conduct set forth in 760 ILCS 51/4. These named Funds will be established in perpetuity with the income used for the annual operation of the Library. The principal remains intact. A named endowment may be requested by the donor or proposed by the Board with permission of the person or corporation to be named. The request shall be evaluated by the Board for approval. Fifty-one (51) percent of the minimum amount must be physically secured by the Library before the Library Director recommends the establishment of the named Endowment Fund. The remainder must be pledged and received within five (5) years. In the event that the flow of funds agreed upon does not reach the named amount within five years, the Library Director may recommend to the Board that the named Endowment Fund be dissolved and the funds be co-mingled with other Library gift monies. A minimum of \$50,000 is required for Board consideration for a named endowment.

Named Rooms and Special Use Areas

Generally, only meeting rooms and designated special use areas shall be named for an individual, family, foundation, or corporation. The naming of such a space generally requires a contribution of a percentage of the cost of the area in proportion of the total cost of the facility or the project for the facility but valuations may be assigned to naming rights possibilities on a case-by-case basis to aid with making decisions about granting naming rights. The proportion shall be determined by the Board who may take advice from such persons or other professionals as needed. Each case may consider market comparisons for naming rights, for which professional advice may be sought. The Board shall be responsible for determining the manner in which the name is recognized (e.g., signage). The physical display of the naming rights may be decided or negotiated on a case-by-case basis. The Board may consider honorary naming rights for named rooms and special use areas to honor the service, commitment, or other type of participation by an individual, civic, or charitable group.

Name Recognition

Name recognition for a non-public room, or area inappropriate for naming, may be used to recognize a donor by a conspicuously displaced placard. Name recognition may be the name of an individual, family, foundation or corporation making a contribution in proportion of the total

cost of the facility. The proportional cost shall generally be less than a named or titled room and that amount shall be determined at the time of the project by the Board.

Eligibility for Corporate Naming and Name Recognition

Corporations that are compatible with the Library's mission and reflect a positive influence on the Library may be eligible for naming or name recognition for all naming opportunities, except for the naming of the Library building. Such corporations must have a high ethical standard of business practice. Corporate logos will be excluded from signage and placards to avoid appearance of commercial influence.

Duration of Name Recognition

The Library reserves the right, at its sole discretion, to terminate naming rights without refund of consideration, prior to the scheduled termination date, should it believe it is necessary to do so to avoid the Library being brought into disrepute. Naming opportunities do not extend beyond the useful life of the spaces or facilities within which they are located. The naming or name recognition of a Library facility, room or special use area may also end under the following circumstances:

- A building, room, or special use area is drastically altered through construction or is to be demolished.
 - In the event the building is drastically altered through construction, the Board shall reserve the right to add/alter gift recognition, including the room's naming. Any donor plaques displaced as a result of this will be rededicated in an alternative location in accordance with the time frame developed for the original gift.
- A building, room, or special use area changes function to the extent that the purpose for the naming or name recognition is no longer relevant.
 - When a named room has reached the end of its useful life and will be replaced or substantially renovated, the replaced or renovated space may be renamed in recognition of a new donor or honoree. Appropriate recognition of earlier donors or honorees shall be included in, or adjacent to, new, renovated, or redeveloped facilities
- If the individual or corporation is engaged in activities that are in conflict with the Library's mission and values, or is involved in disreputable or criminal activities that would bring dishonor and embarrassment to the Library.

Naming rights may be renewed by mutual agreement between all of the parties.

Naming Agreements.

All agreements for naming through philanthropic gifts shall be documented in a contract between the donor and the Board. Contracts shall detail the terms of the agreement in accordance with the terms of the naming policy and any conditions mutually agreed upon by the donor and the Board. In the case of pledged donations or deferred gifts, the naming agreement may take effect with the first payment. In the case of failure of the donor to uphold the agreement, the Board may withdraw the naming commitment. The Board shall notify the donor regarding the consideration to withdraw the name and provide a reasonable time to correct the deficiency. In the event of

removal of the naming, funds already collected shall not be returned to the donor. The named party after whom a building or part of a building is named shall have no rights to the purpose to which that building or part of the building is applied unless provided for in a specific contract between the parties. The Library will not agree to any conditions in a contract that could unnecessarily limit progress towards the Library's mission and plan or its statutory and legal obligations.

Informed Consent and Transferability.

The Library will not grant any naming rights without the informed consent of the named party or the named party's legal representative. Naming rights may only be transferred to any other named party by mutual agreement between all of the named parties and the Library.

1.5 Lost and Found

The Addison Public Library will make a reasonable effort to contact the owner of any property found within the Library and will keep such items 30 days. ~~Items of high value will be turned over to the Addison Police Department.~~

1.6 Intercom Announcements

The Addison Public Library maintains an intercom system to broadcast necessary Library related announcements to all individuals within the Library. Other announcements are made at the discretion of the staff. Authorized Library **staff members** ~~personnel~~ must make all announcements.

Section 2: Material Selection

Objective

The mission of the Addison Public Library guides the selection of materials.

The mission of the Addison Public Library is to foster a love of reading, to promote lifelong learning and to provide recreational resources.

To support this mission, qualified staff select, organize, and make accessible materials to create a high-use, popular materials collection that reflects the interests and needs of Addison Public Library cardholders.

Goals

- To provide a popular materials collection that reflects the needs, various interests, abilities, and learning styles of Addison Public Library cardholders.
- To choose materials which support the informational, cultural, educational, and recreational needs of the community.
- To actively collect multicultural material in all formats to provide a diverse collection.
- To acquire material to support ESL/ELL students, the new immigrant population, citizenship seekers, and new Americans.
- To provide lifelong learning opportunities, stimulate self-understanding, enhance job-related skills, and make available entertaining reading, listening, and viewing materials.
- To provide resources which support the industrial and business activities in the community.
- To acquire selectively, materials representing differing viewpoints and covering a broad range of topics.
- To select items impartially and judiciously, allocating materials budgets based on circulation, cost, and objectives of collection development.
- To acquire standard works, classics, and popular titles for representative coverage.
- To provide duplicate copies of materials in heavy demand. The number of reserves and inquiries is considered as well as media promotions.

Responsibility for Selection and Weeding

Ultimate responsibility for material selection rests with the Library Director, who operates within the framework of policies determined by the Library Board of Trustees.

Based on their knowledge of the community's needs and the scope of the collection, Collection Development Specialists, under the supervision of the Collection Development Manager and the Head of Materials Management, select materials and do continuous weeding to keep the collection up-to-date and attractive.

Context and Scope of the Collection

- The Scope for the majority of the Library collection is to be a popular and actively used collection.
- Materials selected include a variety of formats. New formats are considered for purchase when they are established nationally and a significant number of local households have the necessary equipment to make use of the format. In addition, consideration is given to

the cost and the Library's ability to obtain, **maintain**, and house the format. Formats no longer in demand may be phased out.

- Formats include:
 - *Print*—books, magazines, newspapers
 - *Non-print*—audio and visual media
 - *Electronic*—informational databases, and downloadable **and streaming** text, audio, and video content
 - *Other*—objects, equipment, and information stored using other methods
- School and academic libraries have primary responsibility for providing materials to their students. The Library accepts responsibility for providing students with supplementary reading materials.
- The Library encourages the examination of diverse opinions; thus various points of view are included in the collections. Materials selected will not be determined by pressure from outside groups and organizations; rather the Library will apply established professional standards in the selection and retention of its resources.
- The Library Board of Trustees supports the American Library Association's [Library Bill of Rights](#), the [Freedom to Read](#) and [Freedom to View](#) statements, and [Students' Right to Read](#) of the National Council of Teachers of English. The Library recognizes that materials which offend or shock one reader may be considered meaningful or significant by others.
- Anyone who **pays taxes to support the Addison Public Library** ~~resides within the Library's service area~~ or who is eligible for a Library card issued by the Addison Public Library has the right to question the inclusion of an item in the collection after reading this selection policy. Patrons filing formal objections to material read, viewed, or listened to in its entirety should follow the Statement of Concern policy in Section 7.4.

Selection

Tools used for selection include: reviews from reputable sources, such as professional journals, trade journals, subject bibliographies, and media promotions. Selection of print, non-print, and electronic resources does not constitute an endorsement of the content or views expressed.

General selection criteria for print and non-print materials include one or more of the following criteria for items selected for the Addison Public Library Collection:

- Customer suggestions and demand
- Accuracy, currency, and objectivity
- Authority or popularity of the author, publisher, producer, or series
- Clarity and readability
- Comparison to other materials owned in the subject area
- Quality (literary merit, awards, or artistic value)
- Need or value to the existing collection
- Price
- Suitability of physical format for Library use
- Relevance to community needs

- Attention given to the item by reviewers and general news media
- Scarcity of material on the subject
- Space limitations
- Suitability of content for age level
- Technical quality of materials

Each item is judged as a whole. The Collection Development Specialists select materials for children, teens, and adults. Duplication of material between the Children's Services Department, Teen Services, and Adult Services Departments may occur. It is the responsibility of parents or guardians to monitor and supervise the child's choice of reading materials.

Electronic Resources include digital media, subscription databases, and the Internet. Public access computers and wireless access are provided with filtering software to limit access to websites that could be considered inappropriate as well as to protect against computer viruses. Use of filtering software, however, is not a guarantee that all sites which users might find inappropriate have been blocked. The Library's Public Computer and Internet Use Policy is considered part of this policy.

The criteria for the selection of subscription databases and digital media are

- Customer demand
- Remote access
- Hardware compatibility
- Database capabilities
- Manufacturer's support
- Update frequency
- Copyright and licensing agreements
- Extent to which an electronic resource replaces, supplements, or extends other formats
- Qualifications of the producer
- Suitability of subject and style for intended audience
- Ease of use
- Currency or timeliness
- Price
- Attention given to the resource by reviewers and general news media
- Technical quality
- Vendors' ability to comply with the Library's privacy standards

Collection Maintenance

Systematic and continuous weeding contributes to a better circulating and up-to-date collection. Materials are withdrawn on a systematic and continual basis according to the following criteria. In general, the same criteria for the selection of materials apply to deselection. Materials that fall into the following categories may be withdrawn:

- Seldom used titles
- Multiple copies that are no longer circulating
- Space considerations
- Superseded editions or formats

- Condition: Items that are worn, soiled, aged, badly marked, or in disrepair
- Outdated or inaccurate information

Withdrawn items are sold to benefit the Library or responsibly disposed of recycled. Personal requests for such items cannot be honored.

Replacement

The Library does not routinely replace all lost, damaged, or worn items. The number of copies in the collection, existing coverage of the subject field, contemporary material of greater value, availability of item and public demand are all considered before a replacement purchase is made.

Section 3: Information Services Reference and Reader's Advisory Services

The Library provides qualified, professional, customer patron-focused staff to meet the information needs of the community in an accurate and efficient manner. Library Staff provides reference and reader's advisory assistance to any patron requesting it, regardless of residency, and requests for reference assistance are accepted in person, by phone, through the mail, and digitally.

The goal of reference service is to provide unbiased information services and instruction to Library patrons without regard to age, race, creed, sex, or disability. All questions will be given equal consideration and every effort will be made to answer questions as accurately and completely as possible within a reasonable time frame. Patrons will be treated with respect and courtesy, and the confidentiality of patron questions will be maintained. The library provides these reference services to all library patrons regardless of race, age, sex, gender identity, sexual orientation, disability, pregnancy status, income, religion, housing status, immigration status, or any other category of identification.

Library staff does not give medical, legal, copyright, financial or tax advice. Because no two reference questions are alike, staff will allow as much time as possible for reference assistance. Answering patrons' questions takes priority over all other staff assignments.

To provide the most accurate and authoritative answers possible, Library staff shall avoid personal opinions, philosophy, or evaluations. (The exception being Reader's Advisory services, which by nature, are may include personal suggestions.) Rather, staff should rely upon information obtained from reputable sources. The source of an answer should always be cited.

The library also provides Reader's Advisory service, which includes matching readers, listeners, and viewers to materials. This service is provided by trained and knowledgeable staff relying on reputable sources and professional training. Each patron's reading, listening, and viewing interests will be taken seriously and without judgment. As Readers Advisory relies on the issues of taste and personal preference, staff may share their opinion and personal knowledge, sometimes providing information or recommendations without citing sources.

The Addison Public Library subscribes to the [American Library Association's Code of Ethics](#).

Section 4: Computer Services

4.1 Public Computer and Internet Use Policy

The Addison Public Library provides access to a broad range of information resources, including those available through the Internet. The Internet is a global electronic network that maintains no regulatory control of its users or content. The Library has no control over the content of these resources.

Users should be aware that not all sources on the Internet provide accurate, complete, current, or reliable information. Internet users are responsible for the web sites they access and use the Internet and information obtained from it at their own risk. ~~The Library does not guarantee privacy of any Internet sessions, nor is it responsible for the security of information transmitted and received during any Internet sessions.~~ Library staff are trained to offer expert assistance in navigating the Internet and in evaluating Internet resources. Users are encouraged to ask staff for recommendations and guidance on finding and using authoritative websites. **The Library makes every effort to protect patron privacy and information security but cannot guarantee either due to the nature of the Internet. Internet users are responsible for the information resources they access and use the Internet at their own risk.**

The library uses an Internet filtering system that blocks some objectional content as well as malicious content that may be harmful to the Library's computers and network. Computers designated for children have further restrictions. **Circulating WiFi hotspots do not have Internet filters in place.**

- Use of this filtering system is not a guarantee that all sites considered objectionable have been filtered. **Patrons can report inappropriate websites that are not blocked to library staff for evaluation.**
- Filtering may block access to sites that are not considered objectionable. If this occurs, patrons can ask library staff to unblock the website(s) or help them find alternative resources to assist them in their research.

The Library affirms the right and responsibility of parents **and legal guardians** to determine and monitor their children's use of all Library materials and resources. Parents and guardians assume full and complete responsibility for their child/children's use of the Internet through the Library's connection. Users are encouraged to ask staff for information and advice regarding resources for children's Internet use.

~~Certain computers are reserved for specific ages or purposes.~~

~~The library provides filtered wireless access to users who provide their own equipment with properly supportive Wi-Fi cards. There is no guarantee of privacy for any communications sent or received utilizing the Library's wireless access connections.~~

Access to the networks and the information resources at the Addison Public Library is a privilege. All users must:

- Respect the rights of other users.
- Comply with all applicable license and contractual agreements.
- Save personal files in online accounts or external storage devices. All user files will be automatically deleted from Library computers after a user session ends.

The Addison Public Library requires that Library patrons using Library computers or their own devices to access the Internet at the Library do so within the guidelines of acceptable use. The following activities are unacceptable:

- Use of another patron's Library card to access computers.
- Use of the Internet for any purpose which results in the harassment of other users.
- Destruction of, damage to, or unauthorized alteration of the library's computer equipment, software, or network security procedures.
- Use of the Internet in any way which violates federal, state, or local laws, including copyright laws.
- Behavior that is disruptive to other users.

Violation of the above terms may result in the suspension of Library privileges. Illegal acts involving the Library's computers may also be subject to prosecution by local, state, or federal authorities.

The library staff shall develop rules and procedures as necessary to insure fair and reasonable use of Internet resources.

4.2 Equipment Lending

The Addison Public Library provides laptop and tablet computers and other electronic devices for patron use inside the Library. ~~at its discretion will check out laptop and tablet computers and other electronic devices for patron use inside the library.~~ Borrowers must have a current Addison Public Library card.

Equipment is available on a first-come, first-served basis. **Equipment must be borrowed and returned to a staff member the same day.**

Borrowers are solely responsible for damage or loss of equipment due to neglect, abuse, or theft during the time the equipment is checked out to them. Repair or replacement cost will be determined according to pricing available at that time.

Section 5: Special Services

5.1 Meeting Rooms

Group Use of Meeting Rooms

The meeting rooms at Addison Public Library are designed to meet the operational needs of the Library and accommodate the educational, cultural, and civic functions of the community. More specifically, it is intended for the following purposes in order of priority:

1. Library sponsored meetings or programs.
2. Friends of the Library sponsored meetings or programs.
3. Meetings of the Village of Addison and other agencies of local government.
4. Meetings of Addison community groups and organizations whose aims are for educational, cultural, or civic purposes and not for profit.

Exclusions

- Commercial groups
- Social or private functions, including, but not limited to birthday parties and showers

A meeting is defined as commercial if the group sponsoring or conducting the meeting has as the purpose of the meeting to advertise, promote, or sell a product or service; or to train and motivate its employees; or for any and all other business-related functions such as market research, interviewing applicants, etc.

Regulations

- No admission, donations, or other fees are to be charged by any outside group using the meeting room.
- The Library reserves the right to assign groups to specific rooms as it deems appropriate.
- All meetings must be open to the public without charge.

Reservations and Scheduling

- Reservations are made on a first-come, first served basis.
- No group may use the meeting room more than once a month.
- Requests can be made up to six weeks in advance and must be made at least 1 week in advance.
- “Standing reservations” are not permitted.
- Groups must not exceed the capacity for the room in which they are assigned to meet. (Information on the capacity of our meeting rooms is available on our website and can also be obtained at any public service desk within the Library.)
- Reservations must be made by an adult having a valid Addison Library card. The applicant must remain in the room throughout the group’s meeting.

- All groups of persons under 18 must be attended by an adult chaperone who will assume responsibility for the group's activity.
- Organizations may not use the Library for their mailing address or, even on a temporary basis, direct calls relating to their meetings to the library telephone.
- Individuals or groups using the Library's meeting rooms may not use the Library's logo in the advertising of their scheduled meeting or event.
- Meetings can only be scheduled during regular operating hours; no one in the group can enter before the Library opens or leave after it closes. All events must end 15 minutes before the library closes.
- Groups that routinely cancel or reschedule their events or violate Library policy may have their room reservation privileges suspended or revoked.
- The organization/group using the meeting room is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend the organization's/group's event and who require certain accommodations in order to observe and/or participate in the meeting, or who have questions regarding the accessibility of the meeting or the facilities should be informed of the contact name to phone within the organization/group in order for the sponsoring organization/group to make reasonable and appropriate accommodations for these persons. The Addison Public Library is not responsible for such accommodations.

Equipment

The Library provides tables and chairs, ~~lectern, presentation easel (no paper),~~ a projector, and screen, and a sign holder that can display an 8.5x11-inch sign can also be provided by the Library at the group's request. There is no charge for any of this equipment.

The library does not assist in setting up the room but may offer help with the projector if qualified staff are available at the time of the event. Patrons wishing to test the projector ahead of time can schedule an appointment with library staff after their room reservation is approved.

Refreshments

~~If face coverings are currently required, then food and drink is not allowed in the Addison Public Library. At times when face coverings are not required and food and drinks are allowed in the library, p~~ Patrons may bring in their own refreshments, provided they clean up after their program. No alcohol or other intoxicating substances are allowed. No food served can be heated (in a microwave, in a toaster, over sterno, or in any other fashion) at the library.

No access to the kitchen attached to the large meeting room will be granted.

Use/Care of Facilities

Groups are not required to put chairs or tables away after an event but must otherwise leave the room clean and orderly. If the room is in poor condition when a group arrives, a member of the group should bring this condition to the attention of the Library staff.

The meeting room applicant and the group that the applicant represents shall be jointly and

severally liable for any breakage, damage, or theft of Library property caused by members or guests of the group. In the event of such breakage, damage, or theft, the group will be barred from further use of the room and the applicant's library card will be blocked until the Library has been compensated for the affected property.

Nothing may be attached to the walls, ceiling, floors, furniture, equipment, or doors of the meeting room. All other Library policies apply to conduct that occurs in the meeting room.

5.2 ~~Creative Studio~~ **Maker Services and Equipment**

Creative Studio

The Creative Studio is available for all patrons working on **makerspace and crafting projects**. ~~digital media, makerspace, and audio-visual projects~~. General computing activities such as word processing, web browsing, email, social networking, or gaming are discouraged in the Creative Studio. **Children younger than 6th grade must be accompanied by an adult or caregiver who can assist the child with use of any equipment.**

~~Certain advanced equipment and software will require additional training before unsupervised usage. Users are responsible for any damage resulting from misuse of the equipment.~~

Most Creative Studio equipment requires training or supervision by staff. The vinyl cutters and sewing machines can be used unsupervised and are available on a first-come, first-serve basis. ~~Most Creative Studio equipment is available on a walk-in, first come, first served basis.~~ The Library may reserve the room **or equipment** for programs and **one-on-one appointments**.

~~Creative Studio created content must conform to acceptable community and legal standards.~~

Due to the creative ~~and collaborative~~ nature of the Creative Studio, there is no guarantee of a **quiet environment**. ~~silent atmosphere. All Creative Studio visitors are asked to be respectful of each other and of the Library's conduct policy regarding noise. Users may be asked to leave if they disturb others or engage in destructive or inappropriate behavior.~~

The Creative Studio closes 15 minutes before the Library's ~~official closing time each day~~. Patrons may bring their own materials to use in the Creative Studio. ~~A list of materials for sale, pricing for the materials, and a list of approved and unapproved materials, is available on the library's website.~~

Sound Studio

The Sound Studio ~~within the Creative Studio~~ may be reserved up to one week in advance for a two-hour reservation slot. This **reservation** ~~time period~~ may be extended by Library staff if no one is waiting. Reservations will be held for 10 minutes after the designated time. No one may make more than two reservations per week. ~~Reservations are only accepted from Addison Public Library cardholders.~~ **Only Addison Public Library cardholders can reserve the Sound Studio.** Non APL-cardholders can make a walk-in reservation if the room is available. ~~are also granted two hours for use of the Sound Studio when the room is available.~~

The patron with the reservation is responsible for any guests who accompany them into the Sound Studio. Misuse of the Sound Studio may result in the denial of future requests to use the Sound Studio.

~~Users of the Sound Studio are responsible for the actions of any accompanied guests and for leaving the room in a neat and orderly condition. Failure to do so may result in the denial of future requests to use the Sound Studio~~

Parent/Teacher Resource Room

The Parent/Teacher Resource Room **has equipment** ~~is designed to allow for~~ parents and teachers ~~access to equipment~~ to prepare craft and lesson materials for children. This equipment includes a die cutter, a variety of dies, a paper trimmer, and a laminator.

- Patrons must be in 6th grade or older to use the room.
- Children younger than 6th grade must be accompanied by an adult or caregiver who can assist the child with the equipment.
- There is no fee to use the Parent/Teacher Resource room, but patrons must provide supplies.
 - Laminates may be purchased for a small fee at the Guest Services Desk.
- Patrons must read instructions for using the equipment and ask staff for help if needed.

Use of Equipment

~~Certain advanced equipment and software will require additional training before unsupervised usage or may only be used by staff.~~ Users are responsible for any damage resulting from misuse of the equipment **or rooms**. **The Library reserves the right to deny the use of materials that could damage the equipment.**

~~Creative Studio created content must conform to acceptable community and legal standards.~~ Equipment may not be used to create materials that are prohibited by local, state, or federal law or violate the library's behavior policies. **Equipment may not be used to create weapons or weapon parts.**

The Library is not responsible for failed projects. The Library reserves the right to stop, delete, or disallow the creation of items that violate Addison Public Library policies.

5.3 Study Rooms

The Addison Public Library offers several small conference/study rooms to enable individuals and small groups to meet or have a quiet space to work. Study rooms are available at no cost.

Study rooms vary in size and are limited in the number of people allowed in each room, ranging from 2- 8. The two rooms located within the Children's area of the library are reserved exclusively for groups with children in 5th grade or younger.

Rooms may be reserved up to one week in advance for no more than one **consecutive** two-hour reservation. Reservations will be held 10 minutes after the designated time. ~~No one may make more than one reservation per week.~~ Reservations are only accepted from Addison Public Library card holders.

Study rooms are available on a walk-in, first come, first served basis. ~~Addison Public Library cardholders may use study rooms for up to two hours.~~ **Study rooms are checked out for up to two hours at a time.** This time period may be extended by Library staff if no one is waiting. ~~Non-APL cardholders are also granted two hours for use of study rooms when possible. When all rooms are in use, priority will be given to Addison Public Library cardholders.~~

Users may be asked to leave if they disturb others or engage in destructive or inappropriate behavior.

Users of the study rooms are responsible for leaving the rooms in a neat and orderly condition. Failure to do so may result in the denial of future requests to use a study room.

5.4 Parent/Teacher Resource Room ***Moved to 5.2, after Sound Studio**

~~The Parent/Teacher Resource Room is designed to allow parents and teachers access to equipment to prepare craft and lesson materials for children.~~

- ~~• Access to the room is a privilege.
 - ~~○ All users must be 18 years or older and show a library card or other form of identification before being admitted to the locked room by staff.~~
 - ~~○ No children under 18 are allowed in the Parent/Teacher Resource Room at any time.~~~~
- ~~• Equipment
 - ~~○ Users must read instructions for using the equipment and ask staff for help if needed.~~
 - ~~○ Equipment includes a die cutter and a variety of dies, a paper trimmer, and a laminator.~~~~
- ~~• No fees are required for use of the Parent/Teacher Resource Room, but patrons must provide supplies.
 - ~~○ Users must provide their own paper for use with the die cutter.~~
 - ~~○ Users must provide laminate for use with the laminator. Laminate may be purchased for a small fee at the Guest Services Desk.~~~~
- ~~• Use/Care of Room and Equipment
 - ~~○ The Parent/Teacher Resource Room is to be left as it was found.~~
 - ~~○ A library staff member will check the room before and after use and will notify users of any violations of these regulations. Repeated violations will be cause for refusal of use of the room.~~~~
- ~~• Liability
 - ~~○ Users are responsible for any damage resulting from the misuse of equipment.~~~~

- ~~Users may be charged for equipment damage, and user privileges may be revoked.~~
- ~~Users are to report any problems with equipment immediately to a Children's Library staff member.~~

5.5 Programming

A program is defined as an event sponsored or co-sponsored by the Library. A program can be a single event or a series of events, be a scheduled or a pop-up event, take place inside or outside of the library, or take place online. Programming furthers the mission, values, and strategic priorities of the Addison Public Library.

Programming is a fundamental component of library service that:

- Introduces attendees to library resources and materials;
- Provides learning and entertainment opportunities to meet the informational, educational, and recreational needs of those attending the program;
- Raises awareness and visibility of the library to the community;
- Supports and responds to emerging community interests as well as established interests and demands;
- Expands the Library's role as a cultural and community center; and/or
- Extends outreach for underserved populations.

Responsibility Statements

The Board of Trustees charges the staff under the general supervision of the Library Director with the responsibility for developing library programming.

Library sponsorship of a program does not constitute an endorsement of the content of the program, or the views expressed by presenters. Parents are responsible for monitoring and supervising their children's choices of library programs.

Anyone who resides within the Library's service area or who is eligible for a library card issued by the Addison Public Library has the right to express concern or provide feedback on Library programming and should refer to the Statement of Concern policy in Section 7.4.

Cooperative Programming

The library participates in cooperative or joint programs with other agencies, educational institutions, businesses, and individuals. Co-sponsorship is at the discretion of the Addison Public Library and is based upon the criteria listed above. The Library plans its programs well in advance. Thus, there must be adequate lead times to do cooperative programming.

Neither speakers nor organizations may discuss their products or services at a program outside the bounds of agreed upon content. However, they may display related literature, which may be picked up at the patrons' discretion.

Program Registration

Some programs may require advance registration. Though many programs are open to the general public, the library may restrict attendance to Addison Public Library cardholders for programs with high local interest. The Library may also restrict audience size and/or age level because of program costs, space needs, staff availability, or program content.

As a courtesy the Library may request the contact information of registrants in order to remind them of the event or to inform patrons of a schedule change or program cancellation.

Some children's programs are restricted by age or grade level. ~~Many children's programs are restricted by chronological age.~~ To participate in these programs a child must meet the age criteria before or on the day the first program of a series is held. ~~Proof of age may be required.~~

Program Fees

Though fees are generally not charged for library programs, it may be necessary to charge fees for such items as materials, food, or transportation. These fees are nonrefundable.

5.6 Telephones

Staff Phones

Staff phones are intended for staff use only. Patrons will be allowed to place outgoing calls in the case of an emergency.

Cell Phones

~~Patrons should at all times be aware that they are in a public area; thus, for privacy and the consideration of other patrons, users should speak in a quiet and reasonable voice.~~

5.7 Printers, Photocopiers, 3D Printers, Vinyl Cutter, and other Equipment

The copyright law of the United States (Title U.S. Code) governs photocopying, and printing. Customers using library equipment are liable for any infringement.

For all library equipment:

- Refunds will only be made in the case of machine malfunctions, not for patron error.
- The library charges at least an amount sufficient to recover the costs for technology services and items patrons keep such as ~~earbuds~~, paper copies, laminate, and vinyl.
- Library staff will provide basic instructions in the use of the equipment, but most equipment is considered to be self-service.

5.8 Exam Proctoring

In support of its mission to promote lifelong learning the Addison Public Library will proctor exams for students with valid Addison Public Library cards. Exam proctoring for non- Addison Public Library card holders will be considered on a case-by-case basis and approval will be based on available staffing.

Exams are administered by appointment only and applications for proctoring must be submitted at least seven days in advance. The library does not guarantee to the school the name of an individual proctor. Any ~~librarian~~ Adult Specialist may act as the proctor.

The Library will proctor both written and online exams. Online testing may be done via a Library computer or the student's personal laptop. The Library will not download software onto Library computers that is not compatible with the library's network. The Library cannot guarantee that technical problems will not occur when using the Library's network or its computers.

The student must make arrangements with the school to have written tests sent to the Exam Proctoring Coordinator at the Library. All tests must be accompanied by a postage paid envelope to send the test back. The Library does not accept the cost of mailing tests back to schools. Students are not allowed to mail their own tests back. The Library will fax tests back to schools.

Exams will be mailed or faxed back to the school within 24 hours. The Library is not responsible for US mail service delays and does not provide a receipt of mailing.

In all cases, the librarian proctoring an exam will verify identification of the student and exams will be conducted within immediate sight of the reference desk, but the proctoring librarian will also be assisting other library users and will not sit with the student and "watch" them. If a school requires a proctor to sit with the student while they take the test, the Library will be unable to proctor that exam. The Library agrees to provide a reasonably quiet space for students to undertake the exam but students should be mindful that the Library is a public building.

5.9 Voter Registration and Public Notary

The Village of Addison provides full-service voter registration and notary services. The Addison Public Library helps to supplement this service. Since the Addison Public Library's voter registrars and notaries are limited in number, there may be times when no one is available to perform these services.

Library voter registrars will register any qualified DuPage County resident who can provide two valid forms of ID, at least one containing a current address. If persons are naturalized citizens, they must provide their date of citizenship.

Notaries may only attest to signatures; no other form of notary service will be provided. Notary service is not available for Cook County real estate transfers. The Library does not provide witnesses and witnesses may not be solicited from staff or patrons customers using the Library. All

documents being notarized must be signed in front of the notary. The person receiving this service must provide a **current** government-issued ID that includes a photo and signature.

5.10 Immigration Services Policy

The Addison Public Library is officially recognized by the Department of Justice (DOJ), Board of Immigration Appeals (BIA), pursuant to Title 8 Code of Federal Regulations Part 292.2. Legal immigration services may only be given by DOJ accredited staff. Priority for these services will be given to Addison Public Library card holders.

DOJ accredited employees of the Addison Public Library will be specifically named and covered by the Library's errors and omissions professional liability insurance.

All DOJ accredited employees of the Addison Public Library must carry out their work according to the following policies:

- No employee is permitted to extend legal services that go beyond the purview of DOJ accreditation. All other questions will be referred to other organizations.
- No employee is permitted to extend immigration advice, counsel, or representation to individuals outside of the Addison Public Library.
- No legal immigration work shall be performed outside of the physical building of the Addison Public Library without specific authorization of the Library Director.
- Employees must refer all legal immigration questions and cases that present a conflict of interest to other DOJ recognized organizations.
- Client records may not be taken off Addison Public Library property.
- Employees must maintain client confidentiality at all times, and shall only discuss the client's personal information with other DOJ accredited employees at the Addison Public Library, the Director of the Addison Public Library, and other reputable legal immigration service providers that provide technical support to the Addison Public Library, such as the Asylum & Immigration Law Clinic at DePaul University.
- Employees must provide immigration services appropriate to their experience level, expertise, and availability. The Addison Public Library reserves the right to refer any and all legal immigration questions and cases to other DOJ recognized organizations, and shall provide a relevant referral list to all patrons during the initial consultation.
- Employees must provide language services appropriate to their experience level, expertise, and availability. The Addison Public Library reserves the right to refer any and all translation and interpretation questions and services to the American Translators Association and other relevant organizations, and shall provide information about the American Translators Association to patrons who speak a language other than English during the initial consultation.
- No fees will be charged for immigration legal services or for accompanying translation and interpretation.
- The Addison Public Library cannot guarantee the outcome of any particular immigration situation, nor can it make any legal decisions for the patron.

All patrons of the Addison Public Library have the following rights and responsibilities:

- Patrons must keep their own documents. No original legal immigration documents shall be kept by the Addison Public Library.

- ~~Patrons must accurately represent their information and history on the intake form and during all interactions with DOJ-accredited staff. Omissions and misrepresentations will result in the immediate termination of all immigration legal services and any accompanying translation and interpretation.~~
- ~~Patrons are highly encouraged to consult with other DOJ-recognized organizations and/or licensed attorneys to gain multiple perspectives on their specific situation, and to use the referral list(s) provided to them by the Addison Public Library.~~
- ~~Patrons are ultimately responsible for their particular immigration situation and any/all actions taken or not taken to change it.~~

Section 6: Behavior

6.1 Behavior in the Library

The Board of Trustees of the Addison Public Library believes that patrons have the right to use library materials and services without being disturbed or impeded by other library users; that library patrons and employees have the right to a secure and comfortable environment; and, that library patrons and employees have a right to materials that are in good condition. Illinois Library Law (75 ILCS 5/4-7) gives the Board of Trustees the right “to make and adopt bylaws, rules, and regulations, for their own guidance and for the government of the library as may be expedient,” as well as “to exclude from the use of the Library any person who willfully violates the rules prescribed by the Board.”

The staff member in charge of the Library will have the support of the Board of Trustees for any official act in accordance with Board-approved policies and Library procedures.

Use of Property and Facilities

Patrons shall be engaged in activities associated with the use of a public library while in the library. In using the facilities, materials, and other property of the Addison Public Library, it shall be prohibited to:

1. Enter the Library facility without appropriate attire and without a generally acceptable standard of personal hygiene.
2. Use the name or address of the Addison Public Library as any element of advertising or promoting paid tutoring services.
3. ~~Use electronic cigarettes (e-cigarettes), tobacco or alcohol or enter the Library in an intoxicated condition. Smoking is also not permitted outside within 15 feet of the library building.~~
3. Possess, sell, distribute, consume or be under the influence of any alcoholic beverage, cannabis, or illegal drugs.
4. Use tobacco products in the library and/or within 25 feet of a library entrance or exit. This includes, but is not limited to, cigarettes, vapes, smokeless tobacco, herbal products and e-cigarettes.
5. Engage in conduct that may reasonably be expected to create a disturbance or otherwise interfere with the quiet and safe use and enjoyment of the Library by others (for example, but not limited to, loud or boisterous conversations, running, fighting, threatening or

harassing behavior, use of video equipment including cell phone cameras, obstructing others' access to Library resources, etc.)

6. Engage in conduct that may reasonably be expected to endanger the health and safety of Library users or employees or cause or threaten to cause damage to Library materials or facilities (for example, moving furniture in a way which blocks aisles, using tables, chairs, or heating units as footstools, sitting on stairways, defacing, or vandalizing Library property or materials, etc.) The Library reserves the right to limit the number of people who may sit together at a single table or workstation. **Only one person may sit in each seat designed for a single person.**
7. Bring any animal other than a Service Animal into the Library facility without prior permission of the Library Director. **Emotional support animals are not allowed inside the Library.**
8. Roller blade, skate board, bicycle, scooter, or engage in any other activity that may endanger public safety.
9. ~~Sell products or services, solicit,~~ eCanvas, distribute leaflets, surveys, petitions, or engage in similar activity unless authorized by the Library Director.
10. **Panhandle or solicit library staff or patrons for money, products, or services, inside the library or on library property.**

If face coverings are currently required, then food and drink is not allowed in the Addison Public Library. When face coverings are not required, food and drinks are allowed in the Library except in the following designated areas:

- Creative Studio – **No food or drinks**
- Children's Play Area – **No food. Covered drinks are allowed.**

Food should not be eaten while using a Library computer. Covered drinks only are permitted near Library computers. Consumption of food is limited to pre-packaged snacks or wrapped items that are consumed by an individual. ~~Shared~~ **Full** meals are restricted to the café area only. In the event that equipment or materials are damaged because of food or drink, or if the food or drink being consumed is disturbing other patrons because of mess or odor, staff will ask the patron to take their food or drink out of the Library. Patrons are expected to clean up after themselves and to immediately report accidents to staff.

~~Masks may be required for some programs and one-on-one appointments. The Library's Board of Trustees will reassess this policy monthly until it is determined that it is no longer necessary to recommend or require masking.~~

6.2 Unattended Children

The Addison Public Library welcomes people of all ages to use its facilities and services, and the safety and well-being of library ~~customers~~ **patrons** is a primary objective. All visitors are subject to the rules of behavior found in Section 6.1 of the Addison Public Library's Public Service Policies. Parents, guardians, and caregivers are responsible for the behavior and safety of those needing care in the library, whether supervised or unsupervised. Because individuals develop at different rates, there is no universal age in which all visitors are ready to cope with the variety of

circumstances they may face alone in a public space. Library staff members are not permitted to assume responsibility for the safety, care, or supervision of library visitors of any age.

Any visitor violating the rules of behavior will be asked to desist from such activity immediately. Unsupervised children and other ~~customers~~ patrons needing care must be able to tell staff their full name; parent, guardian, or caregiver's name; and parent, guardian, or caregiver's phone number upon request. If a guardian cannot be reached, the police will be notified. Violations of ~~the Library's Behavior Policies~~ Section VI of the Addison Public Library's Public Service Policies may lead to the loss of some or all library privileges of the parent, guardian, or caregiver and those in their care.

6.3 Theft

The Illinois Compiled Statutes (ILCS) devotes Article 720 ILCS 5/16-3 to the protection of library materials. Some of the highlights of that particular act are as follows:

§16-3 (c) *A person commits theft when he or she borrows from a library facility library material which has an aggregate value of \$50 or more pursuant to an agreement with or procedure established by the library facility for the return of such library material, and knowingly without good cause fails to return the library material so borrowed in accordance with such agreement or procedure, and further knowingly without good cause fails to return such library material within 30 days after receiving written notice by certified mail from the library facility demanding the return of such library material.*

§16-3 (d) *A person convicted of theft under subsection (a) is guilty of a Class A misdemeanor, except that the theft of library material where the aggregate value exceeds \$300 is a Class 3 felony. A person convicted of theft under subsection (b) of this Section is guilty of a Class 4 felony. A person convicted of theft under subsection (c) is guilty of a petty offense for which the offender may be fined an amount not to exceed \$500 and shall be ordered to reimburse the library for postage costs, attorney's fees, and actual replacement costs of the materials not returned, except that theft under subsection (c) where the aggregate value exceeds \$300 is a Class 3 felony.*

For the purpose of sentencing on theft of library material, separate transactions totaling more than \$300 within a 90-day period shall constitute a single offense.

6.4 Security Cameras

The Addison Public Library uses security cameras to enhance the safety and security of library users, staff, and property, while protecting individuals' right to privacy. The primary use of security cameras is to discourage inappropriate and illegal behavior, and when necessary, recorded images from the library's cameras will be used to provide assistance to law enforcement officials for the purpose of prosecuting criminal activity.

Cameras are installed in selected interior and exterior locations where ~~people~~ library users and ~~staff~~ would not have an expectation of privacy. Examples include common areas of the library

such as entrances, near book and audio-visual collections, public seating, and parking areas. Cameras will not be installed in areas where members of the public and staff have a reasonable expectation of privacy, such as restrooms.

A sign is posted at the Library entrance informing the public that security cameras are in use.

Selected staff will have access to the real-time monitors, although activity is only randomly monitored. Only the Library Director or **their** her designee will have access to the archival material in pursuit of incidents of criminal activity or violation of the Library's Behavior Policy. All requests for security camera footage or still photographs by law enforcement will be referred to the Library Director. In **the Director's** her absence, requests will be directed to the Person in Charge and **forwarded to the Director for a response. If the Director will be unavailable for more than 72 hours, the request will be forwarded to the Assistant Director for a response.** Requests from the public for access to security camera footage will be handled in accordance with the Illinois Freedom of Information Act (FOIA) and the Library's FOIA policy.

Images will be stored for up to 30 calendar days, unless required as part of an ongoing investigation. The storage media is kept in a secure area. As new images are recorded, the oldest images will be automatically deleted.

6.5 Carrying Weapons on Library Property

The Addison Public Library follows Illinois State Law which prohibits the carrying of any weapon, concealed or partially concealed, in the library building or on library property. In conformance with State Statute, the Library will post at all entrances to the library building the required signs as approved by the State Police. Any violators will be reported to law enforcement and prosecuted to the fullest extent of the law.

6.6 Social Media

Addison Public Library-sponsored social media is used to: convey information about Library collections, programs, and services; obtain patron feedback, exchange ideas or trade insights about industry trends; reach out to potential new users; issue or respond to breaking news, or respond to negative publicity; and discuss library and community activities and events.

While the library encourages comments from the community, the library will remove comments, posts, links, photos, or other content for any reason, including harassment and personal attacks, derogatory or defamatory comments, vulgar or profane language, commercial promotion, improper use of copyrighted material, or other inappropriate content.

Section 7: Patron Queries

7.1 Illinois Freedom of Information Act

A brief description of our public body is as follows:

- A. ~~The mission of the Addison Public Library is to foster a love of reading, to promote lifelong learning, and to provide recreational resources.~~
- B. ~~An organizational chart is attached.~~
- C. ~~The total amount of our operating budget for FY 2023 is: \$5,833,282.89 Funding sources are property and personal property replacement taxes, state and federal grants, fines and fees, and donations. Tax levies are:
 - a. ~~Corporate purposes (for general operating expenditures)~~
 - b. ~~IMRF (provides for employee's retirement and related expenses)~~
 - c. ~~Social Security (provides for employee's FICA costs and related expenses)~~
 - d. ~~Audit (for annual audit and related expenses)~~
 - e. ~~Tort Liability (for insurance premiums, risk management, attorney's fees and related expenses, unemployment, and worker's compensation insurance)~~~~
- D. ~~The office is located at this address: 4 Friendship Plaza, Addison, IL 60101~~
- E. ~~We have approximately the following number of persons employed:
 - a. ~~Full-time 32~~
 - b. ~~Part-time 26~~~~
- F. ~~The following organization exercises control over our policies and procedures: The Addison Public Library Board of Library Trustees, which meets monthly on the third Tuesday of each month, at 7:30 p.m., at the library.
 - a. ~~Its members are Maria Sinkule, President; Linda Durec, Vice President; Maria Piscopo, Secretary; Robert Lyons, Treasurer; and Trustees Matt Moretti, Ruben Robles, and Christopher Pudelek.~~~~
- G. ~~We are required to report and be answerable for our operations to: Illinois State Library, Springfield, Illinois. Its members are State Librarian, Jesse White (Secretary of State); Director of State Library, Anne Craig, and various other staff.~~

The Illinois Freedom of Information Act provides that "all persons are entitled to full and complete information regarding the affairs of government and official acts and policies of those who represent them as public officials and public employees consistent with the terms of this Act. Such access is necessary to enable the people to fulfill their duties of discussing public issues fully and freely, making informed political judgments and monitoring government to ensure that it is being conducted in the public interest." 5 ILCS 140/1 Section 1.

The Addison Public Library values transparency and is committed to providing citizens and taxpayers access to applicable public records under the Act. The intent of this policy is to clarify the requirements and to assist staff in the compliance of both the letter and the spirit of the Act.

Many of the Library's records and documents may be accessed on the Library's website without requiring a FOIA request.

~~You may request the information and the records available to the public in the following manner:~~
Information may be requested and the records made available to the public in the following manner:

- A. ~~Your request~~ Requests must be submitted in writing and should be directed to the following individual: Mary Medjo Me Zengue, FOIA officer. There is no requirement under the Act to respond to oral requests. Requests may be submitted by email, USPS mail, special carrier or by fax.
 - o Email address: FOIA@addisonlibrary.org
 - o Mailing address: Addison Public Library, 4 Friendship Plaza, Addison, IL 60101
 - o Fax #: 630.543.6645
- B. ~~You~~ The request must indicate if it is for a “commercial purpose”¹ ~~in your request~~².
- C. ~~You~~ The request must specify the specific records requested to be disclosed for inspection or to be copied. If ~~you~~ the requestor desires that any records be certified, ~~you~~ the request must specify which ones.
- D. To reimburse ~~us or~~ the Library for actual costs for reproducing and certifying (if requested) the records, ~~you~~ the requestor will be charged the following fees:
 - a. There is a \$1.00 charge for each certification of records.
 - b. There is no charge for the first fifty (50) pages of black and white text either letter or legal size.
 - c. There is a \$.10 per page charge for black and white and \$.25 for color copied letter or legal sized records in excess of 50 pages; the actual copying cost of other sized copies will be charged.
- E. If the records are kept in electronic format, ~~you may request a specific~~ the requestor may specify a format and if feasible, ~~they~~ the records will be so provided, but if not, ~~they will be~~ the requestor may choose to have them provided either in the electronic format in which they are kept (and you would be required to pay the actual cost of the medium only, i.e. disc, diskette, tape, etc.) or in paper as you select. Additional fees for the actual cost of the medium used to provide electronic records, such as a flash drive, may be charged.
- F. The office will respond to a written request within five (5) working days or sooner if possible. An extension of an additional five (5) working days may be necessary to properly respond.
- G. Records may be inspected or copied. If inspected, an employee must be present throughout the inspection or copying process.
- H. Records will be made available for inspection by appointment on weekdays, 9:00 a.m. to 4:00 p.m., excluding holidays.
~~The place and times where the records will be available are as follows: Monday – Friday, 9:00 a.m. to 4:00 p.m., Addison Public Library, Administrative Offices~~

Certain types of information maintained by the Library are exempt from inspection and copying. However, the following types or categories of records are maintained and available for public viewing: ~~under our control:~~

- Monthly Financial Statements
- Annual Receipts and Disbursements Reports
- Budget and Appropriation Resolutions

- Operating Budgets
- Annual Audits
- Minutes of the Board of Library Trustees
- Library Policies, ~~including Materials Selection~~
- Adopted Resolutions of the Board
- Annual Reports to the Illinois State Library

¹ “Commercial purpose” is defined as “the use of any part of a public record or records, or information derived from public records, in any form for sale, resale, or solicitation or advertisement for sales or services.” However, there are exceptions for news media, non-profits, scientific and academic organizations for disseminating news, articles or opinions of public interest, or research or education.

In the event a “commercial interest” is involved, additional questions can be asked of the requestor by the public body FOIA officer in order to determine the classification, then the public body has up to 21 days to respond and either deny the request based on exemptions or undue burden; or estimate the time and cost of the copying for prepayment; or provide the documents requested.

7.2 Local Records Retention Policy

The Addison Public Library retains records in accordance with 50 ILCS 205, the Illinois Local Records Act, and directives from the Local Records Unit, Record Management Section, Illinois State Archives, Springfield, IL 62756.

It is the policy of the Addison Public Library that its records be retained only so long as they are (1) necessary to the current conduct of the Library; (2) required to be retained by statute or government regulation; or (3) relevant to pending or foreseeable investigations or litigation.

1. The responsibility for administering record retention management, in accordance with the laws of the State of Illinois, is designated to the Library Director and Administrative staff.
2. Destruction of specific records shall be carried out only in accordance with the rules and guidelines set down by the State of Illinois.
3. This policy includes records in all formats, including all records maintained on electronic data processing storage media as well as printed records.
4. All records shall be retained for at least the minimum period as stated in applicable State or Federal laws or regulations. Once the period for office retention of records has passed, a determination will be made regarding whether the records fall under the Records Retention schedule supplied by the State of Illinois, and with the approval of the Records Retention Division.
5. The destruction of records shall be suspended immediately upon receipt of legal process or other notice of pending or foreseeable investigations or litigation, whether government or private.
6. The Addison Public Library’s record retention schedule is on file and available for public inspection in the Library’s Administrative offices, located on the 3rd floor of the library at 4 Friendship Plaza in Addison.

7.3 Question or Complaint about Library Policies and Procedures

The Library Board and staff are aware that occasional complaints may occur regarding library services. Complaints and concerns raised by library patrons will be given serious consideration. We welcome interest from patrons in the operation of the library.

Complaints involving an inadvertent lapse in library service may be handled by a simple apology, explaining that it is the library's desire and mission to provide the best possible service to the community.

Complaints which cannot be **quickly resolved to the patron's satisfaction** ~~handled with a simple apology~~ may be referred to the ~~department~~ person in charge.

The person in charge shall listen carefully to the patron's question or complaint. If a complaint involves a library policy, the Library's policy shall be clearly explained and a written copy, if available, shall be provided to the **patron** ~~library user~~ whenever the situation warrants it. If a complaint cannot be resolved by the person in charge, the person in charge or complainant should submit a ~~formal~~ written complaint to the Library Director.

Guidelines for Processing Formal Public Complaints:

1. All unresolved complaints must be submitted in writing. The nature of the complaint should be stated as well as the relief sought and the patron's contact information.
2. The complaint ~~form~~ should be filed with the Library Director.
3. Where appropriate, the Library Director shall refer the complaint to the relevant Department Head.
4. The Director will secure a resolution or response to the complaint. **Patrons who are unsatisfied with the Director's response may submit a formal Statement of Concern.**
5. The Board will be informed about the complaint and the proposed remedy.

7.4 Statement of Concern

Engagement with community members is an important value of the Addison Public Library and the Library welcomes input from patrons on the provision of library resources including items in our collection, material used in library displays, and programs and services offered by the Library. Comments, suggestions, and concerns from community members about library resources frequently provide staff with useful information about interests or needs that may not be adequately met by the library. Staff are available to discuss ideas and concerns and will consider each patron's opinion. Anyone can suggest an item for purchase or an idea for a program using forms on our website or by sharing their request with a staff member.

Public libraries preserve and enhance access to a broader range of ideas than those held by any one citizen, publisher, organization, or government. There can be diverse opinions by individuals or groups as to what is appropriate for the library collection, programs, or services. Library

collections, programs, and services are not limited to only those ideas and information one person or group believes to be true, good, and proper.

The choice of library materials by users is an individual matter. While individuals may reject materials for themselves, they cannot exercise censorship or restrict access to materials for others. The library does not remove materials because of partisan or doctrinal disapproval. The library is designed to serve the whole community.

Parents or legal guardians who wish to limit or restrict the use of resources by their own children should personally oversee their children's selection and activities. The library does not stand in the place of the parent or legal guardian (*in loco parentis*).

If a patron's concern is not satisfied through discussion with staff, the patron may submit a formal Statement of Concern to the Library Director. Statement of Concern forms are available on request at the library's public service desks. The form must be completed in full. The patron submitting the request must reside within the Library's service area and/or be eligible for a library card issued by the Addison Public Library. Current APL non-resident card holders, business card holders, and Addison Public Library employees may also submit statements of concern, but Statements of Concern will not be accepted from reciprocal borrowers who have library cards issued by their home library. An item, program, display, or service will only be evaluated for reconsideration once in a two-year period. Requests to relocate or remove materials or alter or eliminate programs or displays shall be considered within the context of the library's mission and policies, the American Library Association's Library Bill of Rights, and the American Library Association's Freedom to Read Statement.

A Statement of Concern shall receive due process under this policy and procedures established to implement this policy. The Library Director will form a three-person Review Committee consisting of relevant library staff. Staff from other government agencies or community organizations with expertise and experience may be invited to serve on the committee as well. Each committee member will individually consider the concern, the library's mission, and policies, and locate supporting relevant literature. Each committee member will prepare a written opinion of the item, program, display or service and its place at the Addison Public Library. When the Review Committee has reached a decision the Library Director will issue a written response to the individual who filed the Statement of Concern. The written response will be issued no later than 30 days from the date the Statement of Concern was submitted to the Library Director. If the individual who filed the original Statement of Concern would like to dispute this decision, they can appeal to the Library Board of Trustees. The Board will review the Statement of Concern and the written recommendation of the Review Committee. The decision of the Library Board of Trustees is final.

Any item which is involved in the formal Statement of Concern process will remain in the collection and available to patrons pending a final decision. Programs, displays and services will remain in place and continue as planned until a final decision is made.

THE BOARD OF LIBRARY TRUSTEES OF
THE VILLAGE OF ADDISON
DU PAGE COUNTY, ILLINOS

RESOLUTION 2023-2024-004

**AMENDING THE AMENDED INTERGOVERNMENTAL AGREEMENT PROVIDING
FOR RISK MANAGEMENT AND AUTHORIZING MEMBERSHIP IN THE LIBRARY
INSURANCE MANAGEMENT AND RISK CONTROL COMBINATION TO ALLOW
FOR ADMINISTRATIVE AMENDMENTS TO THE INTERGOVERNMENTAL
AGREEMENT**

WHEREAS, the Intergovernmental Agreement Providing for Risk Management and Authorizing Membership in the Library Insurance Management and Risk Control (“LIMRiCC”) (hereinafter referred to as “Agreement”) has been amended from time to time by the Members of LIMRiCC to adhere to the changing needs of the Members of LIMRiCC and to reflect current policies and practice; and

WHEREAS, the Board of the Library Insurance Management and Risk Control Combination desires to now propose administrative changes to the IGA that will update the LIMRiCC Intergovernmental Agreement; and

WHEREAS, the Board of the Library Insurance Management and Risk Control Combination believes it is in the best interest of LIMRiCC to make such changes.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of the Library Insurance Management and Risk Control Combination (“LIMRiCC”), as follows:

SECTION 1: That the recitals set forth above are incorporated as Section 1 of this Resolution.

SECTION 2: It is proposed that globally, the Agreement shall largely remove the distinction between the “Purchase of Health Insurance Plan” (“PHIP”) and the “Self-Insured Health Insurance Plan (“SHIP”). These acronyms will largely be combined under the acronym “HIP” referring generally to “Health Insurance Plan.” The only section that will maintain a distinction is the Refund of SHIP Benefit Fee upon SHIP Termination, because Purchase of Health Insurance Plans are paid on a month to month basis and refunding of fees is not required. The IGA will be updated globally by LIMRiCC administrative staff, with Attorney review. For clarity, the following sections are referenced in their current structure and will be updated appropriately.

SECTION 3: It is proposed that Article I (B) of the Agreement (**Definitions- Article I**) shall be amended by deleting the definition of “The Previous Agreement.”

SECTION 4: It is proposed that Article I (C)(8) of the Agreement (**Agreements of Members**) shall be amended to add the words “or its designee” after “LIMRiCC.”

SECTION 5: It is proposed that Article I (D)(6) of the Agreement (**Powers and Duties of LIMRiCC**) shall be amended to read in full as follows:

“6. To assist in filing for a refund with the IDES.”

SECTION 6: It is proposed that Article I (D)(8) of the Agreement (**Powers and Duties of LIMRiCC**) shall be amended replace the words “LIMRiCC staff” with “The LIMRiCC Board of Directors”

SECTION 7: It is proposed that Article I (F) of the Agreement (**Prior Coverage- The Previous Agreement.**) shall be deleted in its entirety.

SECTION 8: It is proposed that Article II (A) of the Agreement (**Purpose**) shall be amended to delete the words “joint self-insurance.”

SECTION 9: It is proposed that Article II (C)(1) of the Agreement (**Definitions (Article II)**) shall be amended to delete the words “for joint self-Insurance”

SECTION 10: It is proposed that Article II (C)(7) of the Agreement (**Definitions (Article II)**) shall be deleted in its entirety.

SECTION 11: It is proposed that Article II (F) of the Agreement (**Pavments by Members --Assessments**) shall be deleted in its entirety.

SECTION 12: It is proposed that Article II (G)(7) of the Agreement (**Powers and Duties of LIMRiCC**) shall be deleted in its entirety.

SECTION 13: It is proposed that Article II (H)(10) of the Agreement (**Authorization Clause and Notices**) shall be amended to replace the address for LIMRiCC as follows:

LIMRiCC
668 N. River Road
Naperville, IL 60563

SECTION 14: It is proposed that Article II (H)(11) of the Agreement (**Acceptance**) shall be amended to delete the words “relating to joint self-insurance.”

SECTION 15: It is proposed that Article II (I) of the Agreement (**Cancellation**) shall be amended to delete the word “mailing” and replacing it with the word “delivering” and by replacing the word “effected” with “affected.”

SECTION 16: It is proposed that Article II (M) of the Agreement (**Prior Coverage**) shall be deleted in its entirety.

SECTION 17: It is proposed that Article III (D) of the Agreement (**Administration Fee**) shall be amended to delete the words “the costs and expenses LIMRiCC incurs as the organization that sponsors the Program, such as employee salaries, independent contractor fees, office space, and other institutional costs” and replace them with “all administrative costs of LIMRiCC”; and to delete the words “The Administration Fee shall be comprised of two (2) separate fees: (1) the Base Administration Fee and (2) the Participant Administration Fee.”

SECTION 18: It is proposed that Article III (D)(1) of the Agreement (**Base Administration Fee**) shall be deleted in its entirety.

SECTION 19: It is proposed that Article III (F) of the Agreement (**SHIP Benefit Fee**) shall be amended to delete the words “For the initial SHIP plan year, which is calendar year 2016, the SHIP Benefit Fee shall be determined by a majority vote of the Members at the Fall 2015 Meeting” and to delete the words “For all subsequent SHIP plan years” and to replace the words “shall consult with the Executive Director to” with the word “will”.

SECTION 20: It is proposed that Article III (G) of the Agreement (**Program Fund**) shall be amended to add the words “for all HIP Accounts” after the words (the “Program Fund)” and further to delete the last sentence in its entirety.

SECTION 21: It is proposed that Article III (G)(1) of the Agreement (**Initial SHIP Account Balance**) shall be deleted in its entirety.

SECTION 22: It is proposed that Article III (I) of the Agreement (**Employee Qualification**) shall be amended to add a hyphen to the word “re-enroll.”

SECTION 23: It is proposed that Article III (O)(1) of the Agreement (**Rights and Obligations of Members**) shall be amended to delete the words “Executive Director”.

SECTION 24: It is proposed that Article III (S) of the Agreement (**Notices**) shall be amended to replace the address for LIMRiCC as follows:

LIMRiCC
668 N. River Road
Naperville, IL 60563

SECTION 25: It is proposed that Article V of the Agreement (**LIABILITY OF LIMRiCC, ITS OFFICERS AND DIRECTORS**) shall be amended to delete the words “and the officers and employees” and further amended to delete the word “The” at the beginning of the second sentence and replace it with “They”

SECTION 26: It is proposed that Article VII of the Agreement (**NOTICES**) shall be amended to replace the address for LIMRiCC as follows:

LIMRiCC
668 N. River Road
Naperville, IL 60563

SECTION 27: It is proposed that Article X of the Agreement (**POWERS OF BOARD OF DIRECTORS**) shall be amended to delete the word “staff”.

SECTION 28: It is proposed that the Resolution Providing for the Execution of An Intergovernmental Agreement with the Library Insurance Management and Risk Control Combination (“LIMRiCC”) be amended to capitalize the word “Combination” in Section 2(A) (Findings).

SECTION 29: The proposed effective date of the amendments is November 15, 2023.

SECTION 29: That each Member that will be affected by these proposed amendments shall receive written notice of proposed amendments and the date on which the amendment is to become effective, together with a ballot for voting to approve or disapprove the proposed amendments. The notice shall be given not less than 60 days and not more than 90 days before the proposed effective date of the amendment, either via electronic mail or U.S. mail.

SECTION 30: The proposed amendments set forth in this Resolution shall be adopted upon receiving the affirmative vote of at least two-thirds (2/3) of the Members entitled to vote on such amendment.

SECTION 31: That the President is authorized and directed to sign and the Secretary is authorized and directed to attest to this Resolution.

SECTION 32: This Resolution shall be in full force and effect immediately upon its adoption.

ADOPTED by the Library Insurance Management and Risk Control Combination the 26th day of July, 2023.

ADOPTED by _____ (Library Name) this _____ day of _____, 2023.

By: _____

Its: _____

ATTEST:

From: [Margie Tannehill](#)
To: [Margie Tannehill](#)
Subject: LIMRiCC - IGA Update please read
Date: Monday, August 14, 2023 12:58:59 PM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hello PHIP and UCGA Member,

Over the last several months, the Board of Director's have been reviewing and updating the LIMRiCC Intergovernmental Agreement (IGA). As you are aware, LIMRiCC consists of two separate pools. (1) PHIP – The Purchase of Health Care Insurance Program that comprises of health insurance benefits for your full time and eligible part time employees and (2) UCGA - Unemployment Compensation Claim Program which entails the centralized management of unemployment compensation claims. Your membership with LIMRiCC may be in either of the pools or you may be a member of both.

The last update made to the IGA was in 2015. As you can imagine, there was some outdated material. All updates have been reviewed and approved by LIMRiCC's attorney. To simplify the updates, the attorney will present 2 separate Resolutions and Ballots. Each ballot will need a 2/3 vote from the membership in order to pass the resolution.

IGA Administrative Resolution includes clerical updates such as the update of LIMRiCC's address, removal of any reference to an Executive Director as this is outsourced by a contractual agreement with Lauterbach & Amen, LLP and the removal of any reference to JSIP account. JSIP refers to a Joint Self Insurance Program that LIMRiCC no longer offers. The two accounts formerly referred to separately as SHIP and PHIP will be recognized going forward as the Health Insurance Program (HIP). Please refer to the Resolution for additional updates.

IGA Substantive Resolution includes new member procedures, requirements of a terminating member, mandatory LIMRiCC sponsored meetings, and a late fee for PHIP payments. Please refer to the Resolution for additional updates.

The revised IGA document, resolutions and ballots will be sent on 8/16. The effective date of the updated IGA will be 11/15/23 assuming that the resolution has passed. An updated IGA will follow via AdobeSign to your board president or authorized signer for signature. A pdf format will be attached for your records.

Please feel free to reach out to our LIMRiCC Board Members or myself with any questions you may have. Board Member information can be found on our website at www.limriicc.org.

Regards,

Margie Tannehill

Library Insurance Management and Risk Control Combination

Lauterbach & Amen, LLP.

668 N. River Road

Naperville, IL 60563

630.821.0206 Phone

630.393.2516 Fax

mtannehill@limriicc.org

www.limrice.org



**INTERGOVERNMENTAL AGREEMENT
PROVIDING FOR RISK MANAGEMENT AND
AUTHORIZING MEMBERSHIP IN THE
LIBRARY INSURANCE MANAGEMENT
AND RISK CONTROL COMBINATION
(LIMRiCC)**

AMENDED NOVEMBER 15, 2023

www.limrice.org

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**INTERGOVERNMENTAL AGREEMENT PROVIDING FOR RISK
MANAGEMENT AND AUTHORIZING MEMBERSHIP IN THE LIBRARY
INSURANCE MANAGEMENT AND RISK CONTROL (LIMRiCC)**

In consideration of the agreements hereinafter provided, the Board of Trustees of the _____, hereinafter referred to as “Library” or “Member” and the Library Insurance Management and Risk Control Combination, hereinafter referred to as “LIMRiCC” (an intergovernmental entity voluntarily established by contracting Library Systems, Boards of Library Trustees, Library Districts and Intergovernmental Entities that provide services to Public Libraries, Library Districts and Library Systems), agree as follows:

The _____ Public Library agrees to participate in the following Programs (the Programs) with LIMRiCC:

- The Unemployment Compensation Program (UCGA)

- The Employee Benefit Insurance Program.

ARTICLE I. THE UNEMPLOYMENT COMPENSATION CLAIM PROGRAM.

A. Findings and Authority.

1. Unemployment claims against Library Districts, Boards of Library Trustees, Library Systems, and Intergovernmental Entities that provide services to Public Libraries, Library Districts and Library Systems can be handled more economically and efficiently if claims are processed on a volume basis.

2. The centralization of administration of these claims is consistent with the goals of the Intergovernmental Cooperation Clause of the Constitution of the State of Illinois (Article VII, Section 10) and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) and is further authorized by 820 ILCS 405/1405.

3. The members and LIMRiCC, therefore, agree to the Provisions hereinafter set forth for the centralized management of unemployment compensation claims.

B. Definitions – (Article I).

Unless otherwise indicated, terms used herein are defined as provided in “An Act in Relation to Unemployment insurance” approved June 30, 1937, as amended

“Claims” – The Unemployment Compensation Claims made against the Members.

“Final Rate” is defined as fifteen percent of the Rate. In other words, “Final Rate” = $\text{Rate}/(1-.15)$.

“Investment Dividend” is defined as Investment Income, if greater than zero.

“Investment Income” is defined as the Total Dividend minus the Underwriting Dividend.

Where the term “LIMRiCC” is used, it shall include LIMRiCC and any private or public corporation it shall retain to assist in the administration and payment of claims unless the context indicates otherwise.

When the term “Member” is used, it shall refer to any entity participating in the Unemployment Compensation Program.

“Member employee” shall include each employee of the Member covered by the Unemployment Compensation Act.

“Member Experience” is defined as the sum of three years of claims divided by the sum of three years of taxable payroll for each Member. In other words, “Member Experience” = $\text{Sum (“3 years of claims”)} / \text{Sum (“3 years of taxable payroll”)}$.

“Member Investment Dividend” is defined as the Investment Dividend multiplied by the Premium divided by the total premium. In other words, “Member Dividend” = $\text{Investment Dividend} * \text{Premium}/\text{Total Premium}$.

“Member Profit” is defined as premium minus claims, where premiums exceed claims.

“Pooled Account” – All assets of LIMRiCC devoted to the Unemployment Compensation Program.

“Pool Experience” is defined as the total of three years of claims divided by the total of three years of taxable payroll for the pool. In other words, “Pool Experience” = Total 3 years of claims / Total 3 years of taxable payroll.

“Pool Profit” is defined as the sum of “Member Profit.”

“Profitable Members” – means those Members whose premiums exceed claims made.

“Program” – The Unemployment Compensation Program pursuant to this Agreement.

“Rate” is defined as fifty percent of the Member Experience plus fifty percent of the Pool Experience. In other words, “Rate” = $\frac{1}{2}$ x Member Experience + $\frac{1}{2}$ x Pool Experience.

“Reserve Account” – An account to be maintained at \$1,000,000 subject to temporary reductions for payment of mandated claims, and not available for refunding except on the termination of the Unemployment Compensation Program.

“Underwriting Dividend” is defined as the Underwriting Income, if greater than zero.

“Underwriting Income” is defined as the total premiums subtracting the total claims.

C. Agreements of Members.

1. To designate LIMRiCC to process the claims of the Member.
2. That LIMRiCC may contract with private or public corporations for assistance in the processing of claims and the member will share in the cost of administering and paying the claims as provided in this contract.
3. That each year this Agreement is in effect, each Member shall pay to LIMRiCC:
 - (a) The Rate multiplied by the wage base set by the State of Illinois; and
 - (b) The Final Rate, as defined herein.

The Member shall make these payments in equal quarterly installments due on the 15th day of April, July, October and January of each year. A late fee of \$50.00 will be issued for any paperwork or payment submitted after the due date. The Board of LIMRiCC shall have the authority to increase the late fee by up to ten percent (10%) in a calendar year.

4. At such time as merit rating is established for the Member, as hereinafter provided, the above payments shall be adjusted accordingly.
5. To elect to be a reimbursing employer during the term of this Agreement.
6. That appropriate personnel of the Member will attend meetings conducted by LIMRiCC regarding procedures to reduce claims and that the Member will utilize these procedures.
7. To cooperate in all respects with LIMRiCC so that it can exercise the rights, duties and obligations of the Member as an employer concerning claims.
8. To provide LIMRiCC or its designee with information regarding the facts and circumstances of the termination of any of the Member employees within one working day from termination.
9. To furnish LIMRiCC with copies of all reports of Member employees required by the State pursuant to the Unemployment Compensation Act.
10. To permit inspection and audit of Member payroll records by LIMRiCC at such times as the inspection or audit does not interfere with the conduct of business. The Member will provide LIMRiCC with a copy of the quarterly report of Member employees.
11. To comply with such other reasonable rules and regulations as may be established by LIMRiCC for the administration of the Agreement.
12. To permit LIMRiCC to elect not to protest or object to claims or file appeals for allowed claims, provided that the Member shall have the option to defend the claims itself if LIMRiCC elects not to defend. The Member must notify LIMRiCC within two (2) working days of the receipt of the claims, but not later than the due date of any protests, objections or appeals to such claims, if the Member wishes to exercise its option to defend the claims. If the Member has timely notified LIMRiCC of the Member's exercise of this option, LIMRiCC will advise the Member within two (2) working days of the receipt of the claim by LIMRiCC, but not later than the due date of protests, objections, or appeals to such claims, if LIMRiCC elects not to defend.
13. To furnish LIMRiCC, or its designee, notice of claims within two working days of the receipt of the claims by the Member, but not later than the due date of any protests, objections or appeals to such claims. In addition, the Member will furnish LIMRiCC such

information regarding the claims as LIMRiCC may require.

14. To furnish a power of attorney or similar authority to the agent processing claims on behalf of LIMRiCC.

D. Powers and Duties of LIMRiCC.

The powers and duties of LIMRiCC are as follows:

1. To act as the designated agent of the Member in the processing and defending of claims subject to the right of LIMRiCC to delegate these responsibilities as provided herein, and to deposit all payments received pursuant to this Agreement in a separate and distinct bank account to be held, administered and paid over as herein provided. Where funds are available for investment they will be deposited in interest bearing accounts or otherwise lawfully invested.
2. To pay allowed claims against Member employers.
3. To file in the name of and in behalf of Member, protests, objections or appeals to claims that, in the judgment of LIMRiCC, are filed by claimants who are not eligible or who are disqualified pursuant to the Unemployment Compensation Act. LIMRiCC, in its determination, shall exercise that judgment usually exercised by responsible private employers under similar circumstances.
4. To cause an evaluation to be conducted for appropriate Member personnel.
5. To cause training programs concerning the Unemployment Compensation Act to be conducted for appropriate Member personnel.
6. To assist in filing for a refund with the IDES.
7. To maintain a separate record of the contributions made and the claims paid attributable to each Member, that shall be deducted from the credit balance.
8. To pay the reasonable charges attributable to the services rendered pursuant to this Program from first, the interest earned, and if this is insufficient, from the principal of the fund. These charges shall include, but not be limited to, contract payments for the services for audit expenses, attorneys' fees, equipment, supplies, reimbursement to LIMRiCC for its services and use of its facilities as provided in the BY-Laws of LIMRiCC.

The LIMRiCC Board of Directors shall manage or contract for services for this Program, provided the annual compensation for these services shall not exceed the Final Rate without the consent of fifty percent (50%) of the Members.

9. To set the Rate for each Member as based on the experience of the Pool (“Pool Experience”) and the experience of the individual Member (“Member Experience”). The Rate is calculated by adding $\frac{1}{2}$ multiplied by the Member Experience to $\frac{1}{2}$ multiplied by the Pool Experience. For new members, defined as those with less than three years experience in the Program, the Rate is calculated using the Pool Experience only.
10. To set forth as in the same manner as in Paragraph 9, if the evaluation establishes that the Member has a deficit balance, a merit rating may be established in excess of 2% but no more than 5%.
11. To authorize LIMRiCC at its option purchase insurance from the Pooled Account to cover claims.
12. To pay for Members who have participated in the Unemployment Compensation Program for ten (10) or more years [including the Program of Metropolitan Library system (formerly Suburban Library System)], LIMRiCC shall make refunds of funds on hand in the Pooled Account in excess of \$1,000,000 as follows:
 - a. Underwriting Dividends and Member Investment Dividends shall be calculated based on audited, fiscal year-end figures.
 - b. Annually by the end of the second quarter of the fiscal year, Underwriting Dividends shall be paid to those Profitable Members based on the amount of underwriting profit generated by Profitable Members as long as the Pooled Account has funds in excess of \$1,000,000. Underwriting Dividends shall be calculated based on the Underwriting Income for Profitable Members. Each Profitable Member’s underwriting is calculated by multiplying the Underwriting Dividend by the Member Profit divided by the Pool Profit. This dividend will count towards the Member’s account balance.
 - c. Annually by the end of the second quarter of the fiscal year, Member Investment Dividends shall be paid to all Members as long as the Pooled Account has funds in excess of \$1,000,000. Each Member’s Investment Dividend shall be calculated by multiplying the Investment Dividend by the premium divided by total premium. This dividend will not count towards the Member’s account balance.

E. Period of Coverage, Withdrawal and Termination.

1. The initial coverage provided by LIMRiCC shall include all claims by members for persons whose employment is terminated by such Member during the period from July 1, 1993, through December 31, 1993. Coverage shall be continued from year to year thereafter, on a calendar year basis, unless terminated as provided herein. In the event of termination by a Member, assets remaining in the Member’s account and reserve account shall not be refunded.

Members terminating with a deficit balance shall reimburse LIMRiCC for the deficit. Either party may terminate its participation in the Pooled Account pursuant to this Agreement by giving written notice at least ninety (90) days prior to December 31 of any year this Agreement is in effect and the withdrawal will then be effective as of December 31 of the year of withdrawal.

2. LIMRiCC shall continue to cover all claims of the Member's employees whose employment was terminated by the Member during the period this Agreement is in effect, provided the member is not in default; and provided further the Member shall pay any deficit in its account in the Pooled Account. A default in payment by the Member shall be deemed termination by the Member and LIMRiCC shall not cover claims made after the default.

ARTICLE II. THE SELF-INSURANCE PROGRAM.

A. Purpose.

It is the purpose of this Self-Insurance Program to create an intergovernmental program (the "Program") with LIMRiCC, Library Districts, Boards of Library Trustees, Library Systems and Intergovernmental Entities that provide services to Public Libraries, Library Districts and Library Systems (the "Members") under the terms and conditions hereinafter set forth, with LIMRiCC as the administrative entity to operate the Program. It is the purpose of the Member to contract with LIMRiCC and to assume joint liability under a joint self-insurance program as a Member.

B. Authority.

The agreements between LIMRiCC, and the Members are authorized by the intergovernmental cooperation clause as set forth in Article VII, Section 10 of the Constitution Act; 5 ILCS 220/1; and by the provisions of the Local Governmental and Governmental Employees Tort Immunity Act. (745 ILCS 10/1-101 et seq.)

C. Definitions (Article II).

1. "Member" shall mean any Library District, Board of Library Trustees, Library System or Intergovernmental Entity that provides services to Public Libraries, Library Districts and Library Systems which has executed an agreement which is accepted by LIMRiCC on substantially the same terms as this Agreement.
2. "Insured" shall mean a Member and all persons who were, now are, or shall be elected or appointed officials of such Member. The term "Insured" shall include the personnel of any commissions, boards or other units operating by and under the jurisdiction of such Member. The term "Insured" shall not include independent contractors.

3. The term “insured” shall also include the estates, heirs, legal representatives or assigns of deceased persons who are already defined as an Insured.
4. “Wrongful Act” shall mean any actual or alleged error or misstatement, or misleading statement, or act or omission or neglect or breach of duty, including misfeasance, malfeasance, and nonfeasance, by an Insured, as a public official, employee or volunteer of the Member.
5. “Loss” shall mean any amount which an Insured is legally obligated to pay or which the Member shall be required by law to pay as indemnity for any claim or claims made against an Insured for Wrongful Act and shall include but not be limited to damages, judgments, settlements, costs of investigation and defense of legal actions (excluding from such costs the salaries of officials or employees of the Member of any governmental body), claims or proceedings and appeals therefrom, costs of attachment or similar bonds; provided always, however, such amount of Loss shall not include fines or penalties imposed by law or the cost of investigation or defense in connection therewith or matters which may be deemed uninsurable under the law pursuant to which this Agreement shall be construed.

Subject to Article II, E, punitive damages, to the extent permitted by law, shall be insured as a Loss.

6. The “Term of the Agreement” shall mean the term of coverage provided in the Prior Self-Insurance Agreement. If there is no Prior Self-Insurance Agreement, then the Term of Agreement shall be the period of one (1) year following effective date of this Agreement. The Term of the Agreement shall be extended for additional 12 month periods unless terminated by 60 days notice prior to the expiration date by either party provided payment has been made by the member prior to the commencement of the extended term.

D. Insuring Agreement.

1. LIMRiCC will pay (solely from the proceeds of payments from the members) on behalf of the Member all Loss which the Insured shall be legally obligated to pay for any civil claim or claims first made against the Insured because of a Wrongful Act, provided that the claim is first made during the Term of the Agreement and written notice of said claim is received by LIMRiCC during the Term of the Agreement or within thirty (30) days thereafter.
2. LIMRiCC (solely from the proceeds of payments from the Members) will pay the Insured’s defense costs arising out of claims, demands or actions seeking relief or redress from Wrongful Acts in

any form other than money damages. The maximum amount of recovery under this extension is One Hundred Thousand Dollars (\$100,000.00) for any such claim, less the One Thousand Dollar deductible, provided that the claim is first made during the Term of the Agreement and written notice of said claim is received by LIMRiCC during the Term of the Agreement or within thirty (30) days thereafter.

3. Extensions. This Agreement shall cover Loss arising from any civil claim or claims made against the estates, heirs, legal representatives or assigns of deceased persons who were Insured at the time of the Wrongful Act upon which such civil claim or claims are based.

E. Exclusions.

Subject to Article II-H.5.

LIMRiCC shall not make payment for Loss in connection with any claims made against the Insured allegedly based upon or arising out of one or more of the following:

1. Gaining any personal profit or advantage to which the Insured was not legally entitled;
2. The return by an Insured of any remuneration in fact paid to the Insured if payment of such remuneration shall be held by the court to be in violation of law;
3. Brought about or contributed to by the dishonest acts of the Insured, which were committed by the Insured with actual dishonest purpose and intent and were material to the cause of action.
4. (a) any damages, whether direct, indirect or consequential, arising from, or caused by bodily injury, sickness, disease or death;
(b) loss or criminal abstraction of, damage to or destruction of any tangible property or the loss of use of such property by reason of the foregoing;
5. (a) false arrest, assault, battery, detention or imprisonment, or malicious prosecution;
(b) defamation, including, but not limited to, libel or slander;
(c) a publication or utterance in the course of or related to advertising, broadcasting or telecasting activities by or on behalf of the Member;
(d) wrongful entry or eviction or other invasion of the right of private occupancy.

6. “Willful and wanton conduct,” meaning a course of action which shows an actual or deliberate intention to cause harm or that, if not intentional, shows an utter indifference to or conscious disregard for the rights of others;
7. The discharge, dispersal, release or escape or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials, asbestos or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, or any object, whether sudden or not;
8.
 - (a) asbestos or any asbestos-related injury or damage; or
 - (b) any alleged act, error, omission or duty involving asbestos, its use, exposure, presence, existence, detection, removal, elimination or avoidance; or
 - (c) the use, exposure, presence, existence, detection, removal, elimination or avoidance of asbestos in any environment, building or structure.
9. Based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving actual, alleged or threatened nuclear reaction, radiation, contamination, materials or waste, regardless of the cause;
10. Prior to pending litigation as of the effective date of this Agreement and excluding as well, all future claims or suits based upon, arising out of or attributable to said prior or pending litigation;
11. A violation of the Americans with Disabilities Act of 1990 as amended from time to time.

The Wrongful Act of any Insured shall not be imputed to any other insured for the purpose of determining the applicability of the foregoing exclusions.

F. Powers and Duties of LIMRiCC.

LIMRiCC shall have the following powers and duties in the administration of the Program:

- (1) To employ agents, employees and independent contractors including legal counsel;
- (2) To purchase or lease equipment, machinery, or personal property necessary for the carrying out of the purpose of the Program;

- (3) To carry out educational and other programs relating to risk reductions;
- (4) To collect the funds and administer the Program;
- (5) To provide risk management services;
- (6) To carry out such other activities as are necessarily implied or required to carry out the purposes of the Program; and

G. Conditions.

1. Warranty Clause.

It is represented and warranted that the particulars and statements contained in application of the Member included in the prior Self-Insurance Agreement, a copy of which is attached hereto, is reaffirmed as of the inception date of this Agreement and is the basis of this Agreement and is considered as incorporated in and constituting part of this Agreement.

A new application shall be made in the form attached hereto and is subject to review and approval by LIMRiCC.

2. Discovery Period.

If LIMRiCC shall cancel or refuse to renew this Agreement, the Member shall have the right to an automatic extended discovery period upon payment of the additional premium set forth in paragraph F in respect of any claim or claims which may be made against the Insured during the period of twelve (12) months after the date of such cancellation or non-renewal, but only in respect of any Wrongful Act committed during the Term of the Agreement and before the date of such cancellation or non-renewal, provided, however, that written application to LIMRiCC for such extension and payment of the premium therefore must be made within thirty (30) days following such cancellation or non-renewal.

3. Limits of Payment for Losses.

Payment for Losses under Article II, D.1 shall be limited to One Million Dollars (\$1,000,000.00) per occurrence. Pursuant to Article II, F, the One Thousand Dollars (\$1,000.00) to be paid by the Member shall be deducted by LIMRiCC for each loss occurring from separate claim.

4. Loss Provision.

If during the Term of the Agreement or extended discovery period:

- (a) the Member or the Insured shall receive written or oral notice from any person that it is the intention of such person to hold

the Insured responsible for the results of any specified Wrongful Act done or alleged to have been done by the Insured while acting in the capacity aforementioned; or

- (b) the Member or the Insured shall become aware of any occurrence which may subsequently give rise to a claim being made against the Insured in respect of any such alleged Wrongful Act;

then Member or the Insured shall, as soon as practicable, give written notice to LIMRiCC of the receipt of such written or oral notice under Clause 4(a) or of such occurrence under Clause 4(b). Upon LIMRiCC's receipt of such notice, any claim which may subsequently be made against the Insured arising out of such alleged Wrongful Act shall, for the purposes of this Agreement, be treated as a claim made during the Term of the Agreement in which such notice was given, or if given during the extended discovery period as a claim made during such discovery period.

The Member or the Insured shall, as further condition precedent to the Insured's right to be indemnified under this Agreement, give LIMRiCC any information and all such cooperation as LIMRiCC may reasonably require and as shall be in the Insured's power.

5. Defense, Settlement and Selection of Counsel.

In the event of a claim, the Insured shall take reasonable measure to protect their interests and shall promptly advise LIMRiCC in the event of a claim. If defense of a suit shall be required, LIMRiCC shall consult with the Insured regarding the appointment of counsel. If there is no agreement on the selection, then LIMRiCC shall appoint counsel.

In the event a claim shall be made that is insured under this Agreement and the claim is combined with another claim arising out of the same occurrence that is excluded under Article II-E, then the insured may select independent counsel for the insured's defense for the excluded claim and LIMRiCC will reimburse the insured for the reasonable expenses of independent counsel.

Subject to the foregoing, no cost of expenses shall be incurred on behalf of LIMRiCC under any circumstances without its consent. In the event the Insured and LIMRiCC cannot agree on the allocation or apportionment of counsel's fees and expenses, then under such circumstances the Insured's right of indemnity for such expenses and fees shall not mature until the claim giving rise thereto has been finally and completely adjudicated and-or settled.

LIMRiCC shall not commit the Member to any settlement without the Member's consent. However, if the Insured shall refuse to consent to any settlement recommended by LIMRiCC and shall elect to contest the claim or continue any legal proceedings in connection with such claim, then subject to the provisions of connection with such claim, then subject to the provisions of Article II, H.3, LIMRiCC's liability for the claim shall not exceed the amount for which the claim could have been settled including costs, charges and expenses incurred with its consent up to date of such refusal.

6. Action Against LIMRiCC.

No action shall lie against LIMRiCC unless as a condition precedent thereto, there shall have been full compliance with all of the terms of this Agreement, and until the amount of the Insured's obligation to pay shall have been finally determined either by judgment against the Insured after actual trial or by written agreement of the Insured, the claimant and LIMRiCC.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this Agreement to the extent of the insurance afforded by this Agreement. No person or organization shall have any right under this Agreement to join LIMRiCC as a party to any action against the Insured, to determine the Insured's liability, nor shall the Pool be impleaded by the Insured or the legal representative of the Insured.

The bankruptcy or insolvency of the Insured or the Insured's estate shall not relieve LIMRiCC of any of its obligations hereunder.

The liability of LIMRiCC shall be limited to the proceeds of payments and assessments of the Members made pursuant to this Article II – Self Insurance pursuant to prior self-insurance Agreement.

7. Subrogation.

In the event of any payment under the Agreement, LIMRiCC shall be subrogated to all the Insured's rights of recovery therefore against any person or organization, and the Insured shall execute and deliver such instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing after Loss to prejudice such rights.

8. Changes.

The terms of this Agreement shall not be waived or changed except by written endorsement issued to for a part of this Agreement.

9. Assignment.

There shall be no assignment of interest under this Agreement.

10. Authorization Clause and Notices.

By acceptance of this Agreement, all Insured agree that the Member shall act on behalf of all Insured, officers and employees of the Member with respect to the giving and receiving of notice of claim or cancellation or non-renewal, the payment of premiums and the receiving of any return premiums that may become due under this Agreement. Notice to that individual named in the Application at the address of the member shall also constitute notice to all Insured.

All notices of claims or any other notice required to be given to LIMRiCC under this Agreement shall be in writing and shall be addressed to:

LIMRiCC
668 River Road
Naperville, Illinois 60563

11. Acceptance.

By acceptance of this Agreement, the Member and the Insured agree that this Agreement embodies all agreements existing between themselves and LIMRiCC.

12. Other Insurance.

If the Member or any Insured has other valid and collectible insurance insuring against a Loss covered by this Agreement, the insurance provided by this Agreement shall be secondary to and shall apply in excess of such other insurance.

I. Cancellation.

This Agreement may be canceled by the Member for itself and its Insured by **delivering** to LIMRiCC written notice stating when thereafter the cancellation shall be **affected**.

Subject to Article II, H.2, LIMRiCC may cancel this Agreement and shall thereupon mail to the Member notice stating when not less than sixty (60) days thereafter such cancellation shall be effective. Prior to the effective date of such cancellation, the member shall be given an opportunity to be heard by LIMRiCC. After the hearing, LIMRiCC shall determine whether to affirm or rescind the cancellation. Notwithstanding the foregoing, this Agreement may also be canceled by LIMRiCC upon not less than ten (10) days notice when the cancellation is being effected by reason of the Member's non-payment of premium.

The mailing of notice as aforesaid shall be sufficient proof of notice.

The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the Agreement period.

Cancellation shall be subject to the liability of the Member for assessments pursuant to paragraph F, where the assessment results from a claim made prior to the effective date of cancellation. Cancellation by LIMRiCC shall be subject to LIMRiCC's liability, if any, for claims made prior to the effective date of cancellation.

J. Non-Renewal.

If LIMRiCC refuses to renew the Agreement for any additional one-year period, it shall so notify the Member at least sixty (60) days prior to the termination date of the current Agreement. In the absence of such notice, the Member may renew the Agreement each year for an additional one-year period by paying the annual premium prior to the termination date of the current Agreement.

K. Participation In Unexpended Funds.

1. Cancellation.

In the event LIMRiCC cancels the Agreement with a Member, the Member shall receive a pro-rata refund of the amount it has paid for coverage for the period of time that it does not receive coverage. The Member shall also participate in the first five-year distribution after its cancellation of coverage under the Agreement, to the extent of ten percent (10%) of a five-year Member's distribution for each full year of coverage.

2. Membership for Five or More Years.

Members who have participated for five (5) years shall receive a distribution of unexpended funds within four (4) months after the end of the fifth (5th) year as follows:

<u>Member's Payment to the Fund</u>	X	Unexpended	X	40%
Total Payments to the fund (Less Refunds)		Balance		

After each additional five years of membership, Members who have participated for additional five years of Membership shall receive a distribution of unexpended funds within four (4) months after the end of each fifth year period as follows:

<u>Member's payment to the Fund</u>	X	Unexpended Balance in	X	40%
Total payments to the fund (Less Refunds)		excess of \$2,000,000		

The Member shall be credited for the time of its participation in the Prior Self-Insurance Agreement.

3. On Termination of the Program.

On termination of the Program, all Members participating at that time shall receive a distribution of unexpended funds based on the following formula:

<u>Payments to the Fund (Less Refunds)</u>	X	Unexpended
Payments to all participating Members (at that time) (less refunds)		Funds

Provided, however, distribution will be deferred until all contingent liabilities have been resolved by LIMRiCC.

LIMRiCC reserves the right to establish reserves necessary in its judgment for specific outstanding claims. These reserves shall be deducted from unexpended funds prior to any distribution thereof pursuant to this Paragraph K.

L. Disputes.

Any dispute not resolved by the efforts of the parties shall be adjudicated by filing of a declaratory judgment action in the Circuit Court of Cook County, Illinois. All parties hereto agree that, should such a need arise, every effort will be made to proceed as expeditiously as possible and, further, all parties hereto will submit to jurisdiction and venue in said forum.

ARTICLE III EMPLOYEE BENEFIT INSURANCE PROGRAM.

A. Purpose.

It is the purpose of this agreement to create a program of LIMRiCC, namely, the Employee Benefit Insurance Program ("Program"). The Program shall consist of two (2) components: (1) the Purchase of Health Insurance Plan ("PHIP") and (2) the Self-Insured Health Insurance Plan ("SHIP").

The creation of the various funds and accounts established as part of this Program are not intended by the Members or LIMRiCC to constitute the transaction of an insurance business within the State of Illinois. The intent of the parties is to separately establish a benefits program and to utilize LIMRiCC to achieve reduced costs of administration and insurance purchases by providing similar services to all Members and to require the Members to pay for and share the costs of such benefits.

1. Purchase of Health Insurance Plan ("PHIP").

Through PHIP, LIMRiCC shall provide for the purchase, on behalf of its Members, of certain insurance coverage for employees, spouses and dependents ("Insured Participants") of Members, under the terms and conditions set forth herein and in the By-Laws of LIMRiCC as in effect from time to time. Through PHIP, LIMRiCC will arrange for the purchase on behalf of Members of various insurance products, including, but not limited to, the following:

- Life Insurance Benefits;
- Accidental Death and Dismemberment Benefits;
- Employee Assistance Program;
- Dental Insurance; and
- Vision Insurance.

By arranging for the purchase of these insurance products on behalf of all Members, LIMRiCC can achieve savings in premiums.

2. Self-Insured Health Insurance Plan ("SHIP").

Through SHIP, LIMRiCC shall provide a self-insured health insurance plan that provides health insurance coverage, including prescription drug coverage, and dental insurance for Insured Participants of Members, under the terms and conditions set forth herein and in the By- Laws of LIMRiCC as in effect from time to time.

By operating a self-insured health insurance plan on behalf of all Members, LIMRiCC can achieve savings in premiums.

B. Authority.

This agreement is authorized by the intergovernmental cooperation clause as set forth in Article VII, Section 10 of the Constitution of the State of Illinois; by 5 ILCS 220/6 et seq.; and by the provisions of the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 et seq.)

C. Member Contributions.

Members shall be responsible for paying three (3) separate fees to LIMRiCC: (a) the Administration Fee, (2) the PHIP Benefit Fee, and (3) the SHIP Benefit Fee ("Member Contributions"). LIMRiCC will invoice each Member for the amount of Member Contributions due on a monthly basis based on the coverage elected by the Member's Insured Participants. Each Member shall remit its payment of its Member Contributions to LIMRiCC by the due date shown on LIMRiCC's invoice.

D. Administration Fee.

As part of its Member Contribution, each Member shall pay LIMRiCC an administration fee ("Administration Fee"). The purpose of the Administration Fee is to **cover all administrative costs of LIMRiCC.** The Administration Fee shall not cover the SHIP third-party administrator fees, broker fees, or other fees specific to either PHIP or SHIP, including, but not limited to actuarial fees, legal fees, audit fees, etc. Members shall pay the Administration Fee regardless of whether they have Insured Participants enrolled in PHIP, SHIP, or both.

1. Participant Administration Fee.

The Participant Administration Fee **shall be announced at the Annual Fall Meeting for the new benefit year.**

2. Changes to the Base Administration Fee or Participant Administration Fee.

The Board of Directors has the authority to change any component of the Administrative Fee at any regular meeting of the Board of Directors, provided that all of the Members with Insured Participants of the Program have been provided with thirty (30) days notice of said meeting and of the proposed change to the Base Administration Fee and/or the Participant Administration Fee, which proposed change must be included on the meeting agenda.

E. PHIP Benefit Fee.

The PHIP benefit fee shall consist of the premium cost for each of the PHIP insurance products plus any additional amounts necessary, as determined by the Board of Directors, for expenses and costs associated specifically with each respective insurance product ("PHIP Benefit Fee"). A Member's total PHIP Benefit Fee shall be calculated, for each

available PHIP insurance product, by multiplying the number of Insured Participants enrolled in a particular insurance product by the PHIP Benefit Fee for that particular insurance product. The Members shall only pay the PHIP Benefit Fee associated with the insurance products for which its Insured Participants are enrolled.

F. SHIP Benefit Fee.

Members with Insured Participants enrolled in SHIP shall be responsible for paying, as part of its Member Contributions, the premium cost of SHIP Coverage plus any additional amounts necessary for expenses and costs associated with operating SHIP ("SHIP Benefit Fee").

The SHIP Benefit Fee shall be determined by the Board of Directors. To determine the SHIP premium cost, the Board of Directors shall consult with the SHIP third party administrator to obtain a suggested premium amount. To determine all other expenses and costs associated with SHIP, the Board of Directors will determine the appropriate other expenses and costs. The Board of Directors may adjust the suggested premium amount and any other fees or costs, in its discretion, to determine the final SHIP Benefit Fee.

The Board of Directors may adjust the suggested premium amount from the SHIP third party administrator based on prior, current, or anticipated changes to claims, cash flow, and LIMRiCC membership, and any other factor in its discretion. Similarly, the Board of Directors may adjust the suggested expenses and costs based on its discretion. Unless decided otherwise in the Board of Directors' discretion, when determining whether to adjust the suggested premium amount, or any other expenses or costs of SHIP, the Board of Directors shall attempt to maintain a balance in the SHIP Account that is sufficient to pay approximately six (6) months of regular and ordinary claims without receipt of further SHIP Benefit Fees.

In the event that the Board of Directors should fail to approve the amount of the SHIP Benefit Fee for any given plan year, the SHIP Benefit Fee shall be equal to 115% of the total expected cost as provided by the third-party administrator for the SHIP Benefit Fee.

G. Program Fund for all HIP Accounts

1. Withdrawal of Administration Fees.

All Administrative Fees shall be deposited to the Program Fund, and LIMRiCC shall withdraw the Administrative Fees thereafter to pay all appropriate costs and expenses.

H. SHIP Supplemental Benefit Fee.

If (a) the SHIP Account is in jeopardy of not being able to pay claims or (b) the SHIP Account balance is not sufficient to pay approximately six (6) months of regular and ordinary claims without further SHIP Benefit Fees, the Board of Directors may increase the SHIP Benefit Fee during a SHIP plan year, provided that all of the Members with Insured Participants enrolled in SHIP have been provided with fourteen (14) days notice of the reason for the increase in the SHIP benefit fee and of the meeting at which the Board

of Directors will vote on such increase.

I. Employee Qualification.

Only Qualified Employees may become Insured Participants under the Program. To be a Qualified Employee for PHIP, an individual must be a full-time employee of a Member or be a part-time employee of a Member who works a minimum of twenty (20) hours per week and has one year of service with the Member. For SHIP, effective January 1, 2016, Qualified Employees shall include Full-Time employees of a Member. For purposes of SHIP, "Full-Time" shall mean the following: (1) for any Member that is an applicable large employer (as that term is defined under Code Section 4980H), full-time status may be determined using any permissible method under Code Section 4980H; and (2) for any Member that is not an applicable large employer, "full-time" shall mean 30 hours or more per week, on average; provided, however, that employees who work less than thirty (30) hours per week may continue to be Qualified Employees if they have been continuously enrolled in health insurance coverage with LIMRiCC prior to the establishment of SHIP. If such an employee terminates participation in SHIP, the employee cannot re-enroll unless he/she becomes a full-time employee and works a minimum of thirty (30) or more hours per week on average at the time of reenrollment.

Members may set stricter requirements for their employees to be eligible for the Program, except that Members are required to provide and pay for life insurance for all full-time employees unless a full-time employee specifically opts out of the life insurance benefit. Each Member is responsible for retaining and housing documentation of its requirements for eligibility either in the form of a written policy or resolution authorized by the Member's Board and documentation that substantiates that each of its Insured Participants is a bona fide Qualified Employee by January 15 of each year. In addition, each Member is required to provide LIMRiCC with a monthly listing of any new employees, newly eligible employees, terminated employees or any other change that would affect an employee's benefits by the first of the next billing month.

Members must certify to LIMRiCC that all of its Insured Participants are bona fide Qualified Employees. Each Member agrees to indemnify and defend LIMRiCC for any claims, damages, liabilities, losses, judgments, settlements, taxes, or fines resulting from an employee of the Member being enrolled in the Program without satisfying the requirements to be a Qualified Employee.

J. Claims.

Any claim for benefits under a PHIP insurance policy shall be made to the insurance company; and if this claim is denied, any appeal therefrom shall follow the insurance company's claims review policy.

Any claims for benefits under SHIP shall be administered by the third-party administrator and any appeal therefrom shall follow the third-party administrator's policy. All claims decisions made by the third party administrator shall be respected by LIMRiCC and final. Each Member agrees to indemnify and defend LIMRiCC for any claims, damages, liabilities, losses, judgments, settlements, taxes, or fines resulting from any claims dispute regarding SHIP benefits or any claims made against LIMRiCC.

K. Mandatory Member Meetings.

LIMRiCC shall hold two (2) mandatory member meetings every year: (1) the Spring Renewal Meeting and (2) the Fall Renewal Meeting. LIMRiCC shall provide fourteen (14) days notice to Members of the agenda and of all matters to be addressed at each mandatory member meeting.

The Spring Renewal Meeting shall be held on or before May 31st of each year to evaluate the operation of the Program and (a) discuss the PHIP insurance products that will be purchased by LIMRiCC on behalf of the Members for the next policy period and corresponding PHIP Benefit Fees and (b) discuss the SHIP benefits for the next policy period, plan changes, if any, and corresponding SHIP Benefit Fees, as well as the status of the SHIP Account and its ability to pay claims.

The Fall Renewal Meeting shall be held on or before October 15th of each year to finalize and vote on (a) the Membership Contributions and (b) the benefits provided by PHIP and SHIP for the following year. A final decision regarding Membership Contributions, PHIP benefits and fees, and SHIP benefits and fees shall be made by a majority vote of the Board of Directors at its September meeting.

Each Member must have at least one (1) representative (Library Director/Administrator, other administrators, or his/her designee) in attendance, either in person or via electronic attendance, at a minimum of one meeting per year. Effective with the 2024 plan year, failure to have (1) representative attend without good cause, will result in a fee of \$150.

L. Powers and Duties of LIMRiCC.

The powers of LIMRiCC to perform and accomplish the purposes set forth in this Agreement shall be the following and shall be exercised through the Board of Directors:

1. To purchase PHIP insurance products on behalf of the Members;
2. To organize and operate SHIP, including the hiring of a third party administrator;
3. To determine all necessary fees for the operation of PHIP and SHIP, including any increase or supplemental SHIP fees;
4. To terminate any Member for failure to perform obligations and duties as required by this Agreement or as otherwise permitted;
5. To retain brokers, actuaries, consultants or other professionals, who shall provide faithful performance of their respective duties and responsibilities and shall provide acceptable insurance coverage for errors and omissions;
6. To purchase stop loss or other additional insurance plans to limit the potential liability of LIMRiCC and to include any fees or expenses associated with said additional insurance in the SHIP Benefit fee;

7. To employ agents, employees and independent contractors, including legal counsel;
8. To collect the Membership Contributions from the Members;
9. To recommend to Members programs and educational materials relating to claim management and reduction and to carry out educational and other programs relating to claim management and reduction;
10. To enter into written contracts to procure necessary services, supplies, insurance and/or property necessary to accomplish the purposes of the Program;
11. LIMRiCC shall not be responsible for the validity of any insurance policy issued hereunder, nor for the failure of the insurance company to make the payments provided for under any insurance policy, or for the action of any person which may delay, or render null and void or unenforceable, in whole or in part, any insurance policy issued under this Program; and
12. To carry out such other activities as are necessarily implied or required to carry out the purposes of the Program.

M. Powers and Duties of Members.

It is the responsibility of the Member to select suitable insurance coverages for its employees and their respective spouses and dependents from the coverages available under the Program. The rights and conditions with respect to coverage and benefits under such insurance and the self-insured plan shall be determined by the respective insurance policies and plan, which policies and self-insured plan documents shall be incorporated herein by reference; and LIMRiCC shall have no liability for insurance benefits under PHIP.

In the event of a conflict between the terms of this Program and (a) the terms of a PHIP insurance policy which is then being used in conjunction with this Program or (b) the terms of the SHIP plan document, the terms of said insurance policy and/or the SHIP plan document shall control as to those Members whose employees, and their respective spouses and dependents are receiving insurance coverage and benefits. For this purpose, the insurance policy and SHIP plan document shall control in defining:

1. The persons eligible for insurance coverage;
2. The dates of their eligibility;
3. The conditions which must be satisfied to become insured, if any;
4. The benefits to be provided; and
5. The circumstances under which such insurance terminates.

N. New Membership

In the years that LIMRiCC is open to accepting new members as permissible by the provider, an application will be required for libraries considering joining the Program. Upon approval, a new member will be required to:

1. Sign the IGA; and
2. Pay a non-reimbursable 2-month premium that will go into LIMRiCC's reserves. The premium will be based on the new member's enrollment and will apply to PHIP and SHIP

O. Late Payments.

If a Member is more than thirty (30) days late in paying any Membership Contribution, said Member will be responsible for paying a late fee equal to five percent (5%) of their current invoice. All late fees shall be deposited into the PHIP Account. If a Member fails to make Membership Contribution for a period of three (3) months, the Board may vote to terminate the Member in accordance with **Section Q. Term of the Program.** said Membership Contribution. All late fees shall be deposited into the PHIP Account

P. Refund Adjustment Policy for PHIP

In the event that an adjustment is necessary to a member's PHIP invoice, a member can obtain a refund of up to 90 days.

Q. Term of the Program.

LIMRiCC has been operating a purchase of health insurance program since on or about March 1, 1994 for the purchase of health insurance and other insurance products. This revised Article III and Program amends LIMRiCC's purchase of health insurance program and shall become effective on the 1st day of December, 2015, provided that by such date there are no less than twenty (20) Members of LIMRiCC who have elected in writing to participate in the Program, and shall continue in effect thereafter until terminated.

1. Termination of Membership by Member.

Members shall have the right to cancel participation in the Program by providing 120 days written notice to the Board of Directors-

2. Termination of Membership by LIMRiCC.

If a Member has a Membership Contribution that is three (3) months past due, the Board may vote to terminate the Member from the Program, provided however that LIMRiCC has provided a thirty (30), sixty (60), and seventy-five (75) days notice to the Member stating (a) the amount due, (b) the due date, and (c) the termination date. A Member may also be terminated for failure to attend the mandatory meetings, as set forth in Section K. In addition, the Board may terminate a Member for failure to perform any other required duty or obligation, after giving at least thirty (30) days notice and an

opportunity to cure the alleged failure.

Regardless of the reason for termination, LIMRiCC shall be responsible for any claims incurred before the termination date, provided that the terminated Member does not have any past due Member Contributions. If the Member has past due Member Contributions, all unpaid claims of the Member's Insured Participants shall be the responsibility of the Member.

3. Termination of Program.

The Program shall be terminated if the Board of Directors determines, in its sole discretion, that the termination of the Program is necessary or in the best interests of the Members. In addition, the Program shall also terminate upon the enactment of any State or Federal law and/or a final determination by a court of competent jurisdiction, after all appeals have been exhausted or time for appeal has expired, that the Program is invalid or otherwise contrary to law.

In the event the Program is terminated, the Board of Directors shall:

1. Set an effective date for termination and provide notice of termination to Members at least ninety (90) days prior to the effective date;
2. Collect all Member Contributions;
3. Cause to be paid all claims incurred prior to the effective date of termination provided that such claims are submitted for payment within one year of the date on which they are incurred provided that all Member Contributions have been made by the Member. If assets are not sufficient to pay all such claims, claim payments may be reduced and paid pro rata until all assets are exhausted.
4. Pay all administrative expenses and other liabilities of LIMRiCC in connection with the Program.
5. If the assets of LIMRiCC are not sufficient to satisfy LIMRiCC's liabilities with respect to the Program, the Board of Directors may charge each current Member and each former participating Member who was a participating Member at any time during the twelve (12) month period prior to the effective date of termination a supplemental Member Contribution in an amount that is equal to the amount of such shortfall multiplied by a fraction, the numerator of which is the amount of Member Contributions required of the former participating Member or the Member during the twelve (12) months prior to the effective date of termination and the denominator of which is the amount of total Member Contributions from all former participating Members and Members during the twelve (12) months prior to the effective date of termination. The Board of Directors shall not be obligated to make claim payment unless and until the shortfall is paid as provided herein.
6. Prior to termination, the Board of Directors shall make adequate provision for the maintenance of the records of the Program, which shall be retained for ten

(10) years after the effective date of termination.

4. Refund of SHIP Benefit Fee upon SHIP Termination.

Upon the termination of SHIP for any reason, each Member with Insured Participants enrolled in SHIP at the time of SHIP's termination shall receive a refund of its SHIP Benefit Fees (the "SHIP Refund") from the fund balance, if any. The SHIP Refund shall be calculated for each Member as follows:

- A. LIMRiCC shall remove any Administration Fees from the SHIP Account;
- B. The remaining SHIP Account Balance shall be multiplied by the Member Fraction;
- C. The Member Fraction shall be a fraction where the numerator is equal to the SHIP Benefit Fees paid by the Member in the last twelve (12) months and the denominator is equal to the total SHIP Benefit Fees paid by all Members with Insured Participants enrolled in SHIP in the last twelve (12) months; and
- D. The resulting amount shall constitute the Member's SHIP Refund.

The SHIP Refund shall be paid within a reasonable time of the termination of SHIP, as determined in the discretion of the Board of Directors. Any amounts owed by a Member to LIMRiCC at the time of SHIP's termination shall be deducted from said Member's SHIP Refund and retained by LIMRiCC.

5. Obligations of Terminated Members.

The obligation of LIMRiCC to administer claims incurred under the Plan prior the effective date of termination or voluntary withdrawal for a terminated Member shall continue for claims that are filed within a period of twelve (12) months after such effective date. Members who have either been terminated or have voluntarily withdrawn are required to make all Member Contributions and supplemental payments, and to pay their entire current invoice, for sixty (60) days after their termination date, known as the run-out period.

- 1. In the event of a member's voluntary termination from the Program, notification to the Board must be given in writing 120 days prior to the termination date and prior to the end of the benefit plan year.

The exception to the 120-day required notice would be in the event that the Board fails to provide a 15 day notice of the health care premiums for the new plan year at least 135 days prior to the new plan year. In this case, it is at the discretion of the Board. A penalty fee of 25% of the current invoice will be applied to the Member for a notice of termination with less than 120 days notification.

- 2. A 2-month run-out period for SHIP and PHIP will be charged based on the current invoice.

R. Rights and Obligations of Members.

The rights of each Member of LIMRiCC shall include the following:

1. To enforce the obligations of LIMRiCC as set forth herein as a contractual obligation. This contract may be enforced in a court of law either by LIMRiCC itself or by any of its Members. The consideration for the obligations imposed herewith shall be based upon the mutual promises and agreements of the Members set forth herein.
2. No member agrees or contracts herein to be held responsible for any claims in tort or contract or otherwise made against any other Member. Members intend in the creation of LIMRiCC to establish an organization for the purchase of health insurance and other insurance products as stated herein within the scope herein set forth, and have not created as between Members any relationship of surety, indemnification or responsibility for the debts of or claims against any Member.

The obligations of each Member of LIMRiCC shall include the following:

1. To make all payments of Membership Contributions and any other payments to LIMRiCC as established in its By-Laws and this Agreement, including but not limited to late fees and supplemental benefit fees.
2. To hold an open enrollment meeting annually to provide education to the Member's Qualified Employees regarding the Program's benefits.
3. To allow LIMRiCC reasonable access to all facilities of the Member and all records relating to benefits, claims, and the financial obligations of the Member to LIMRiCC.
4. To report to LIMRiCC as promptly as possible all claims made to it within its benefit program as administered by LIMRiCC.
5. To furnish full cooperation with LIMRiCC's attorneys, and any agent, employee, officer or independent contractor of LIMRiCC relating to the purposes and powers of LIMRiCC.
6. To act promptly and within a reasonable period of time on all matters requiring approval or action by Members and to not withhold such approval unreasonably or arbitrarily.
7. To follow in the operations of the Member all procedures established by LIMRiCC within its purposes and powers, including, but not limited to, the use of release forms, posting of notices, participation in educational and record-keeping programs, limitations on activities offered, and the use of loss prevention techniques and devices.
8. In the event that LIMRiCC shall be required to expend funds for administrative, legal or other operating costs, or to take other actions required under

this Agreement or its By-Laws, the Member shall pay its share of the amounts so expended as provided in the By-Laws.

9. To appropriate or budget annually its liabilities under the LIMRiCC Program or Programs in which the Member participates.

10. To review all notices sent by LIMRiCC.

11. To attend all mandatory member meetings as set forth in Section K hereof.

12. During its participation in SHIP, a Member shall only exclusively provide to its employees, except independent contractors, or those in union-sponsored programs, the health benefits provided through SHIP.

13. In the event LIMRiCC should in error pay any benefit claims, administrative fees, or other charges on behalf of a Member, which it was not obligated to pay, the Member shall, upon thirty (30) days' written notice, reimburse LIMRiCC for the amounts improperly paid.

14. In the event that a Member should sue LIMRiCC or any of its Directors, Officers, or employees, or agents regarding any issue related to this Article III and should not be the prevailing party in that suit, said Member shall, as part of its contractual obligation to LIMRiCC, pay the reasonable attorneys' fees and other costs and expenses expended by LIMRiCC in defending against that suit.

15. This Agreement and LIMRiCC's Bylaws are not intended to create or provide any rights in third-parties, including, but not limited to, any Qualifying Employees or Insured Participants.

S. Liability of LIMRiCC, Its Officers and Directors.

The members of the Board of Directors and the officers and employees of LIMRiCC shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties hereunder. They shall not be liable for any mistake of judgment or other action made, taken or omitted by them in good faith; nor for any action taken or omitted by any agent, employee or independent contractor; nor for any loss incurred through investment of LIMRiCC funds or failure to invest. They may participate in indemnification and self-insurance programs. No Director, officer or employee shall be liable for any action taken or omitted by any other Director or officer. Board members, officers and employees of LIMRiCC shall be indemnified and held harmless by LIMRiCC for claims by third parties arising out of the good faith discharge of duties related to the Program.

The liability of LIMRiCC, its officers and Directors is limited solely to the proceeds of payments of Members. The funds of each insurance program, i.e. those established under Articles I, II and III are kept separate and accounted for separately. Claims in each such separate insurance program are limited to the funds of that separate program.

If any claim or action not covered by insurance is instituted against a Director, officer or

employee of LIMRiCC allegedly arising out of an act or omission occurring within the scope of his or her duties, LIMRiCC shall at the request of them:

1. Appear and defend against the claim or action; and
2. Pay or indemnify the Director, officer or employee for a judgment and court costs based on such claim or action, provided there shall be no indemnification for any portion of a judgment representing an award of punitive or exemplary damages; and
3. Pay or indemnify the Director, officer or employee for a compromise or settlement of such claim or action providing the settlement is approved by the Board of Directors of LIMRiCC.

The term "Director, officer or employee" shall include former Directors, officers and employees. This indemnification resolution shall not apply if the Board of Directors finds that the claim or action is based on malicious, willful or criminal claim or action is based on malicious, willful or criminal misconduct. In such case the action to be taken by the Board of Directors will be determined after an investigation of the facts.

T. By-laws.

The Program is subject to the current By-Laws of LIMRiCC. A copy of the current By-Laws of LIMRiCC is posted on LIMRiCC's website.

U. Notices.

All notices of claims or any other notice required to be given pursuant to the Program, shall be sent by certified mail and/or electronic mail. To notify LIMRiCC, members shall use the following mailing address:

LIMRiCC
668 N. River Road
Naperville, IL 60563

Email address: mtannehill@limriicc.org

Each Member shall designate an individual to receive notices from LIMRiCC regarding the Program and provide LIMRiCC with current contact information for said individual, including mailing address and email address. If such addresses change, any party hereto may designate in writing to the other parties pursuant to the provisions of this Section the new contact information and address.

ARTICLE IV. RIGHTS AND OBLIGATIONS OF MEMBERS.

- A. The obligations of each Member of LIMRiCC shall include the following:
 1. To allow LIMRiCC reasonable access to all facilities of the Member and all records relating to claims and the financial obligations of the Member to LIMRiCC.

2. To furnish full cooperation with LIMRiCC's attorneys, claims administrator with any agent, employee, officer or independent contractor LIMRiCC relating to the purposes and powers of LIMRiCC.
3. To follow in the operations of the Member all loss reduction and prevention procedures established by LIMRiCC within its purposes and powers, including, but not limited to, the use of release forms, posting of notices, participation in educational and record-keeping programs, limitations on activities offered, and the use of loss prevention techniques and devices.
4. In the event that LIMRiCC shall be required to expend funds for administrative, legal or other operating costs, or to take other actions required under this Agreement or its By-Laws, the Member shall pay its share of the amounts so expended as provided in the By-Laws.
5. To make other payments to LIMRiCC as established in the By-Laws.
6. To appropriate or budget annually its liabilities under the LIMRiCC Programs.

B. Rights of Members.

Rights of each Member of LIMRiCC shall include the following:

1. To enforce the obligations of LIMRiCC as set forth herein as a contractual obligation. This contract may be enforced in a court of law either by LIMRiCC itself or by any of its Members. The consideration for the obligations imposed herewith shall be based upon the mutual promises and agreements of the members set forth herein.
2. Except as provided in Article II-F, no Member agrees or contracts herein to be held responsible for any claims in tort or contract or otherwise made against any other Member. Members intend in the creation of LIMRiCC to establish an organization for joint risk management only within the scope herein set forth and have not created as between Members any relationship of surety, indemnification or responsibility for the debts of or claims against any Member.
3. Where rights of Members to participate in benefits are dependent on the length of time of participation, the Member shall be credited for its participation in the predecessor programs of the Metropolitan Library System (formerly Suburban Library System).

ARTICLE V. LIABILITY OF LIMRiCC, ITS OFFICERS AND DIRECTORS.

The members of the Board of Directors and the officers will use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties hereunder. They shall not be liable for any mistake of judgment or other action made, taken or omitted by them in good faith; nor for any action taken or omitted by any agent, employee or independent contractor; nor for any loss incurred through investment of LIMRiCC funds or failure to invest. They may participate in indemnification and self-insurance programs. No Director, officer or employee shall be liable for any action taken or omitted by any other Director or officer.

The liability of LIMRiCC, its officers and Directors is limited solely to the proceeds of payments of Members and proceeds of any insurance provided by LIMRiCC. The funds of each insurance program, i.e. those established under Articles I, II, and III are to be kept separate and accounted for separately. Claims in each such separate insurance program are limited to the funds of that separate program.

If any claim or action not covered by insurance is instituted against a Director, officer or employee of LIMRiCC allegedly arising out of an act or omission occurring within the scope of his or her duties, LIMRiCC shall at the request of the Director, officer or employee:

- (a) appear and defend against the claim or action; and
- (b) Pay or indemnify the Director, officer or employee for a judgment and court costs based on such claim or action, provided there shall be no indemnification for any portion of a judgment representing an award of punitive or exemplary damages; and
- (c) pay or indemnify the Director, officer or employee for a compromise or settlement of such claim or action providing the settlement is approved by the Board of Directors of LIMRiCC.

The term Director, officer or employee shall include former Directors, officers and employees. This indemnification resolution shall not apply if the Board of Directors finds that the claim or action is based on malicious, willful or criminal misconduct. In such case, the action to be taken by the Board of Directors will be determined after an investigation of the facts.

ARTICLE VI. BY-LAWS.

A certified copy of the By-Laws of LIMRiCC has been furnished to the Member.

ARTICLE VII. NOTICES.

All notices of claims or any other notice required to be given pursuant to this agreement, shall be sent by certified mail and shall be addressed to:

LIMRiCC

668 N. River Road
Naperville, IL 60563

ARTICLE IX. **AMENDMENTS.**

The Board of Directors may, in the following manner, amend the "By-Laws of the Library Insurance Management And Risk Control Combination (LIMRiCC)" at any time and from time to time to add a new provision or change or remove an existing provision:

(a) The Board of Directors shall adopt a Resolution setting forth the proposed amendment and the date on which the amendment is to become effective, and directing that the proposed amendment be submitted to each LIMRiCC Member that will be affected by the proposed amendment.

(b) LIMRiCC shall give to each LIMRiCC Member that will be affected by the proposed amendment written notice of the proposed amendment, including the text of the proposed amendment and the date on which the amendment is to become effective, together with a ballot for voting to approve or disapprove the proposed amendment. Such notice shall be given not less than 60 days and not more than 90 days before the proposed effective date of the amendment, either via electronic mail or U.S. mail. If mailed, such notice shall be deemed to have been delivered on the second day after the day on which it is deposited in the United States mail, addressed to the Member at its address on the records of LIMRiCC, with postage prepaid.

(c) Each LIMRiCC Member must return its ballot to LIMRiCC on or before 5:00 PM on the proposed effective date of the amendment.

(d) The proposed amendment shall be adopted upon receiving the affirmative vote of at least two-thirds of the LIMRiCC Members entitled to vote on such amendment.

(e) Any number of amendments may be submitted to the LIMRiCC Members and voted upon by them at one time.

(f) A LIMRiCC Member that has timely voted against the adoption of a proposed amendment may, within 60 days after the effective date of the proposed amendment, elect to withdraw from the LIMRiCC Program(s) affected by the new amendment, but only if the amendment materially and adversely affects the Member.

(g) Any LIMRiCC Member that is entitled to elect to withdraw from the LIMRiCC Program(s) in question is precluded from challenging the new amendment that creates the right of withdrawal, unless the adoption of the amendment is fraudulent with respect to the Member or with respect to LIMRiCC or constitutes a breach of a fiduciary duty owed to the Member.

(h) A LIMRiCC Member that is entitled to elect to withdraw may do so only if the Member delivers its written election to LIMRiCC within the said 60-day period.

(i) Notwithstanding anything to the contrary in this Article, the withdrawal of a Member shall not affect any existing claim(s) in favor of LIMRiCC against the withdrawing Member, or in favor of the withdrawing Member and against LIMRiCC.

ARTICLE X. POWERS OF BOARD OF DIRECTORS.

The Board of Directors may approve additional contracted services to be performed by LIMRiCC for other libraries, intergovernmental entities and governmental entities and the revenue from such services will be used to keep overall administrative costs lower for all LIMRiCC members.

Dated this _____ day of _____, 20 ____.

By: _____
President, LIMRiCC

=====

(to be signed by the LIMRiCC Board President)

LIBRARY INSURANCE MANAGEMENT AND RISK CONTROL COMBINATION
(LIMRiCC)

Dated this _____ day of _____, 20 ____.

By: _____
President

Document number: 355971 – rvd 11.4.15

RESOLUTION PROVIDING FOR THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE LIBRARY INSURANCE MANAGEMENT AND RISK CONTROL COMBINATION (“LIMRICC”)

BE IT RESOLVED by the Board of _____ (hereinafter referred to as the “Library”) as follows:

1. AUTHORITY: This Resolution is adopted pursuant to the Intergovernmental Cooperation clause of the Constitution of the State of Illinois, the Intergovernmental Cooperation Act, the Library Systems Act, and the Illinois Public Library District Act (or the Illinois Local Library Act where applicable).

2. FINDINGS:

A. The Library Insurance Management and Risk Control combination (LIMRiCC) has heretofore been established by Intergovernmental Agreement among existing public libraries and library systems to provide the following programs:

- _____ 1. The unemployment compensation program;
- _____ 2. The employee benefits insurance program;

A copy of the Intergovernmental Agreement providing for these programs is attached hereto as Exhibit A.

B. It is in the best interests of the Library to participate in such of the above programs as are indicated by a checkmark in the appropriate box.

3. AUTHORIZATION: That the President and Secretary of this Library are, therefore, authorized and directed to execute an Intergovernmental Agreement providing for risk management and authorizing Membership in LIMRiCC for the programs hereinabove indicated, the Intergovernmental Agreement to conform

substantially to the Intergovernmental Agreement attached hereto as Exhibit A and effective on December 1, 2015.

Adopted this ____ day of _____, 20 ____.

pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

(Enter Name of Library)

Its President

Attest:

Its Secretary

PROPOSED INTERGOVERNMENTAL AGREEMENT CHANGE BALLOT

The Library Insurance Management and Risk Control Combination (“LIMRiCC”) Board of Directors adopted a Resolution setting forth proposed amendments to the Intergovernmental Agreement Providing For Risk Management and Authorizing Membership in the Library Insurance Management and Risk Control Combination (“IGA”). This ballot is for your formal e-vote on whether or not you concur with the proposed IGA changes. The proposed changes are fully set forth in the enclosed Resolution and shown on the attached highlighted version of the Intergovernmental Agreement.

The proposed Amendments are in two Resolutions. The first is entitled:

**AMENDING THE AMENDED INTERGOVERNMENTAL AGREEMENT
PROVIDING FOR RISK MANAGEMENT AND AUTHORIZING MEMBERSHIP IN
THE LIBRARY INSURANCE MANAGEMENT AND RISK CONTROL
COMBINATION TO ALLOW
FOR ADMINISTRATIVE AMENDMENTS TO THE INTERGOVERNMENTAL
AGREEMENT**

The date that the proposed amendment is to become effective is November 15, 2023.

Members are invited to vote to “Approve” or “Disapprove” this proposed amendments.

APPROVE

DISAPPROVE

Each LIMRiCC Member entitled to vote must return its ballot to LIMRiCC on or before 5:00 p.m. on the proposed effective date of the amendment.

PROPOSED INTERGOVERNMENTAL AGREEMENT CHANGE BALLOT

The Library Insurance Management and Risk Control Combination (“LIMRiCC”) Board of Directors adopted a Resolution setting forth proposed amendments to the Intergovernmental Agreement Providing For Risk Management and Authorizing Membership in the Library Insurance Management and Risk Control Combination (“IGA”). This ballot is for your formal e-vote on whether or not you concur with the proposed IGA changes. The proposed changes are fully set forth in the enclosed Resolution and shown on the attached highlighted version of the Intergovernmental Agreement.

The proposed Amendments are in two Resolutions. The second is entitled:

**AMENDING THE AMENDED INTERGOVERNMENTAL AGREEMENT
PROVIDING FOR RISK MANAGEMENT AND AUTHORIZING MEMBERSHIP IN
THE LIBRARY INSURANCE MANAGEMENT AND RISK CONTROL
COMBINATION TO ALLOW FOR SUBSTANTIVE AMENDMENTS TO THE
INTERGOVERNMENTAL AGREEMENT**

The date that the proposed amendment is to become effective is November 15, 2023.

Members are invited to vote to “Approve” or “Disapprove” this proposed amendments.

APPROVE

DISAPPROVE

Each LIMRiCC Member entitled to vote must return its ballot to LIMRiCC on or before 5:00 p.m. on the proposed effective date of the amendment.



**INTERGOVERNMENTAL AGREEMENT
PROVIDING FOR RISK MANAGEMENT AND
AUTHORIZING MEMBERSHIP IN THE
LIBRARY INSURANCE MANAGEMENT
AND RISK CONTROL COMBINATION
(LIMRiCC)**

AMENDED NOVEMBER 15, 2023

www.limrice.org

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**INTERGOVERNMENTAL AGREEMENT PROVIDING FOR RISK
MANAGEMENT AND AUTHORIZING MEMBERSHIP IN THE LIBRARY
INSURANCE MANAGEMENT AND RISK CONTROL (LIMRiCC)**

In consideration of the agreements hereinafter provided, the Board of Trustees of the _____, hereinafter referred to as “Library” or “Member” and the Library Insurance Management and Risk Control Combination, hereinafter referred to as “LIMRiCC” (an intergovernmental entity voluntarily established by contracting Library Systems, Boards of Library Trustees, Library Districts and Intergovernmental Entities that provide services to Public Libraries, Library Districts and Library Systems), agree as follows:

The _____ Public Library agrees to participate in the following Programs (the Programs) with LIMRiCC:

- The Unemployment Compensation Program (UCGA)

- The Employee Benefit Insurance Program.

ARTICLE I. THE UNEMPLOYMENT COMPENSATION CLAIM PROGRAM.

A. Findings and Authority.

1. Unemployment claims against Library Districts, Boards of Library Trustees, Library Systems, and Intergovernmental Entities that provide services to Public Libraries, Library Districts and Library Systems can be handled more economically and efficiently if claims are processed on a volume basis.

2. The centralization of administration of these claims is consistent with the goals of the Intergovernmental Cooperation Clause of the Constitution of the State of Illinois (Article VII, Section 10) and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) and is further authorized by 820 ILCS 405/1405.

3. The members and LIMRiCC, therefore, agree to the Provisions hereinafter set forth for the centralized management of unemployment compensation claims.

B. Definitions – (Article I).

Unless otherwise indicated, terms used herein are defined as provided in “An Act in Relation to Unemployment insurance” approved June 30, 1937, as amended

“Claims” – The Unemployment Compensation Claims made against the Members.

“Final Rate” is defined as fifteen percent of the Rate. In other words, “Final Rate” = $\text{Rate}/(1-.15)$.

“Investment Dividend” is defined as Investment Income, if greater than zero.

“Investment Income” is defined as the Total Dividend minus the Underwriting Dividend.

Where the term “LIMRiCC” is used, it shall include LIMRiCC and any private or public corporation it shall retain to assist in the administration and payment of claims unless the context indicates otherwise.

When the term “Member” is used, it shall refer to any entity participating in the Unemployment Compensation Program.

“Member employee” shall include each employee of the Member covered by the Unemployment Compensation Act.

“Member Experience” is defined as the sum of three years of claims divided by the sum of three years of taxable payroll for each Member. In other words, “Member Experience” = $\text{Sum}(\text{“3 years of claims”}) / \text{Sum}(\text{“3 years of taxable payroll”})$.

“Member Investment Dividend” is defined as the Investment Dividend multiplied by the Premium divided by the total premium. In other words, “Member Dividend” = $\text{Investment Dividend} * \text{Premium}/\text{Total Premium}$.

“Member Profit” is defined as premium minus claims, where premiums exceed claims.

“Pooled Account” – All assets of LIMRiCC devoted to the Unemployment Compensation Program.

“Pool Experience” is defined as the total of three years of claims divided by the total of three years of taxable payroll for the pool. In other words, “Pool Experience” = Total 3 years of claims / Total 3 years of taxable payroll.

“Pool Profit” is defined as the sum of “Member Profit.”

“Profitable Members” – means those Members whose premiums exceed claims made.

“Program” – The Unemployment Compensation Program pursuant to this Agreement.

“Rate” is defined as fifty percent of the Member Experience plus fifty percent of the Pool Experience. In other words, “Rate” = $\frac{1}{2}$ x Member Experience + $\frac{1}{2}$ x Pool Experience.

“Reserve Account” – An account to be maintained at \$1,000,000 subject to temporary reductions for payment of mandated claims, and not available for refunding except on the termination of the Unemployment Compensation Program.

“Underwriting Dividend” is defined as the Underwriting Income, if greater than zero.

“Underwriting Income” is defined as the total premiums subtracting the total claims.

C. Agreements of Members.

1. To designate LIMRiCC to process the claims of the Member.
2. That LIMRiCC may contract with private or public corporations for assistance in the processing of claims and the member will share in the cost of administering and paying the claims as provided in this contract.
3. That each year this Agreement is in effect, each Member shall pay to LIMRiCC:
 - (a) The Rate multiplied by the wage base set by the State of Illinois; and
 - (b) The Final Rate, as defined herein.

The Member shall make these payments in equal quarterly installments due on the 15th day of April, July, October and January of each year. A late fee of \$50.00 will be issued for any paperwork or payment submitted after the due date. The Board of LIMRiCC shall have the authority to increase the late fee by up to ten percent (10%) in a calendar year.

4. At such time as merit rating is established for the Member, as hereinafter provided, the above payments shall be adjusted accordingly.
5. To elect to be a reimbursing employer during the term of this Agreement.
6. That appropriate personnel of the Member will attend meetings conducted by LIMRiCC regarding procedures to reduce claims and that the Member will utilize these procedures.
7. To cooperate in all respects with LIMRiCC so that it can exercise the rights, duties and obligations of the Member as an employer concerning claims.
8. To provide LIMRiCC or its designee with information regarding the facts and circumstances of the termination of any of the Member employees within one working day from termination.
9. To furnish LIMRiCC with copies of all reports of Member employees required by the State pursuant to the Unemployment Compensation Act.
10. To permit inspection and audit of Member payroll records by LIMRiCC at such times as the inspection or audit does not interfere with the conduct of business. The Member will provide LIMRiCC with a copy of the quarterly report of Member employees.
11. To comply with such other reasonable rules and regulations as may be established by LIMRiCC for the administration of the Agreement.
12. To permit LIMRiCC to elect not to protest or object to claims or file appeals for allowed claims, provided that the Member shall have the option to defend the claims itself if LIMRiCC elects not to defend. The Member must notify LIMRiCC within two (2) working days of the receipt of the claims, but not later than the due date of any protests, objections or appeals to such claims, if the Member wishes to exercise its option to defend the claims. If the Member has timely notified LIMRiCC of the Member's exercise of this option, LIMRiCC will advise the Member within two (2) working days of the receipt of the claim by LIMRiCC, but not later than the due date of protests, objections, or appeals to such claims, if LIMRiCC elects not to defend.
13. To furnish LIMRiCC, or its designee, notice of claims within two working days of the receipt of the claims by the Member, but not later than the due date of any protests, objections or appeals to such claims. In addition, the Member will furnish LIMRiCC such

information regarding the claims as LIMRiCC may require.

14. To furnish a power of attorney or similar authority to the agent processing claims on behalf of LIMRiCC.

D. Powers and Duties of LIMRiCC.

The powers and duties of LIMRiCC are as follows:

1. To act as the designated agent of the Member in the processing and defending of claims subject to the right of LIMRiCC to delegate these responsibilities as provided herein, and to deposit all payments received pursuant to this Agreement in a separate and distinct bank account to be held, administered and paid over as herein provided. Where funds are available for investment they will be deposited in interest bearing accounts or otherwise lawfully invested.
2. To pay allowed claims against Member employers.
3. To file in the name of and in behalf of Member, protests, objections or appeals to claims that, in the judgment of LIMRiCC, are filed by claimants who are not eligible or who are disqualified pursuant to the Unemployment Compensation Act. LIMRiCC, in its determination, shall exercise that judgment usually exercised by responsible private employers under similar circumstances.
4. To cause an evaluation to be conducted for appropriate Member personnel.
5. To cause training programs concerning the Unemployment Compensation Act to be conducted for appropriate Member personnel.
6. To assist in filing for a refund with the IDES.
7. To maintain a separate record of the contributions made and the claims paid attributable to each Member, that shall be deducted from the credit balance.
8. To pay the reasonable charges attributable to the services rendered pursuant to this Program from first, the interest earned, and if this is insufficient, from the principal of the fund. These charges shall include, but not be limited to, contract payments for the services for audit expenses, attorneys' fees, equipment, supplies, reimbursement to LIMRiCC for its services and use of its facilities as provided in the BY-Laws of LIMRiCC.

The LIMRiCC Board of Directors shall manage or contract for services for this Program, provided the annual compensation for these services shall not exceed the Final Rate without the consent of fifty percent (50%) of the Members.

9. To set the Rate for each Member as based on the experience of the Pool (“Pool Experience”) and the experience of the individual Member (“Member Experience”). The Rate is calculated by adding $\frac{1}{2}$ multiplied by the Member Experience to $\frac{1}{2}$ multiplied by the Pool Experience. For new members, defined as those with less than three years experience in the Program, the Rate is calculated using the Pool Experience only.
10. To set forth as in the same manner as in Paragraph 9, if the evaluation establishes that the Member has a deficit balance, a merit rating may be established in excess of 2% but no more than 5%.
11. To authorize LIMRiCC at its option purchase insurance from the Pooled Account to cover claims.
12. To pay for Members who have participated in the Unemployment Compensation Program for ten (10) or more years [including the Program of Metropolitan Library system (formerly Suburban Library System)], LIMRiCC shall make refunds of funds on hand in the Pooled Account in excess of \$1,000,000 as follows:
 - a. Underwriting Dividends and Member Investment Dividends shall be calculated based on audited, fiscal year-end figures.
 - b. Annually by the end of the second quarter of the fiscal year, Underwriting Dividends shall be paid to those Profitable Members based on the amount of underwriting profit generated by Profitable Members as long as the Pooled Account has funds in excess of \$1,000,000. Underwriting Dividends shall be calculated based on the Underwriting Income for Profitable Members. Each Profitable Member’s underwriting is calculated by multiplying the Underwriting Dividend by the Member Profit divided by the Pool Profit. This dividend will count towards the Member’s account balance.
 - c. Annually by the end of the second quarter of the fiscal year, Member Investment Dividends shall be paid to all Members as long as the Pooled Account has funds in excess of \$1,000,000. Each Member’s Investment Dividend shall be calculated by multiplying the Investment Dividend by the premium divided by total premium. This dividend will not count towards the Member’s account balance.

E. Period of Coverage, Withdrawal and Termination.

1. The initial coverage provided by LIMRiCC shall include all claims by members for persons whose employment is terminated by such Member during the period from July 1, 1993, through December 31, 1993. Coverage shall be continued from year to year thereafter, on a calendar year basis, unless terminated as provided herein. In the event of termination by a Member, assets remaining in the Member’s account and reserve account shall not be refunded.

Members terminating with a deficit balance shall reimburse LIMRiCC for the deficit. Either party may terminate its participation in the Pooled Account pursuant to this Agreement by giving written notice at least ninety (90) days prior to December 31 of any year this Agreement is in effect and the withdrawal will then be effective as of December 31 of the year of withdrawal.

2. LIMRiCC shall continue to cover all claims of the Member's employees whose employment was terminated by the Member during the period this Agreement is in effect, provided the member is not in default; and provided further the Member shall pay any deficit in its account in the Pooled Account. A default in payment by the Member shall be deemed termination by the Member and LIMRiCC shall not cover claims made after the default.

ARTICLE II. THE SELF-INSURANCE PROGRAM.

A. Purpose.

It is the purpose of this Self-Insurance Program to create an intergovernmental program (the "Program") with LIMRiCC, Library Districts, Boards of Library Trustees, Library Systems and Intergovernmental Entities that provide services to Public Libraries, Library Districts and Library Systems (the "Members") under the terms and conditions hereinafter set forth, with LIMRiCC as the administrative entity to operate the Program. It is the purpose of the Member to contract with LIMRiCC and to assume joint liability under a joint self-insurance program as a Member.

B. Authority.

The agreements between LIMRiCC, and the Members are authorized by the intergovernmental cooperation clause as set forth in Article VII, Section 10 of the Constitution Act; 5 ILCS 220/1; and by the provisions of the Local Governmental and Governmental Employees Tort Immunity Act. (745 ILCS 10/1-101 et seq.)

C. Definitions (Article II).

1. "Member" shall mean any Library District, Board of Library Trustees, Library System or Intergovernmental Entity that provides services to Public Libraries, Library Districts and Library Systems which has executed an agreement which is accepted by LIMRiCC on substantially the same terms as this Agreement.
2. "Insured" shall mean a Member and all persons who were, now are, or shall be elected or appointed officials of such Member. The term "Insured" shall include the personnel of any commissions, boards or other units operating by and under the jurisdiction of such Member. The term "Insured" shall not include independent contractors.

3. The term “insured” shall also include the estates, heirs, legal representatives or assigns of deceased persons who are already defined as an Insured.
4. “Wrongful Act” shall mean any actual or alleged error or misstatement, or misleading statement, or act or omission or neglect or breach of duty, including misfeasance, malfeasance, and nonfeasance, by an Insured, as a public official, employee or volunteer of the Member.
5. “Loss” shall mean any amount which an Insured is legally obligated to pay or which the Member shall be required by law to pay as indemnity for any claim or claims made against an Insured for Wrongful Act and shall include but not be limited to damages, judgments, settlements, costs of investigation and defense of legal actions (excluding from such costs the salaries of officials or employees of the Member of any governmental body), claims or proceedings and appeals therefrom, costs of attachment or similar bonds; provided always, however, such amount of Loss shall not include fines or penalties imposed by law or the cost of investigation or defense in connection therewith or matters which may be deemed uninsurable under the law pursuant to which this Agreement shall be construed.

Subject to Article II, E, punitive damages, to the extent permitted by law, shall be insured as a Loss.

6. The “Term of the Agreement” shall mean the term of coverage provided in the Prior Self-Insurance Agreement. If there is no Prior Self-Insurance Agreement, then the Term of Agreement shall be the period of one (1) year following effective date of this Agreement. The Term of the Agreement shall be extended for additional 12 month periods unless terminated by 60 days notice prior to the expiration date by either party provided payment has been made by the member prior to the commencement of the extended term.

D. Insuring Agreement.

1. LIMRiCC will pay (solely from the proceeds of payments from the members) on behalf of the Member all Loss which the Insured shall be legally obligated to pay for any civil claim or claims first made against the Insured because of a Wrongful Act, provided that the claim is first made during the Term of the Agreement and written notice of said claim is received by LIMRiCC during the Term of the Agreement or within thirty (30) days thereafter.
2. LIMRiCC (solely from the proceeds of payments from the Members) will pay the Insured’s defense costs arising out of claims, demands or actions seeking relief or redress from Wrongful Acts in

any form other than money damages. The maximum amount of recovery under this extension is One Hundred Thousand Dollars (\$100,000.00) for any such claim, less the One Thousand Dollar deductible, provided that the claim is first made during the Term of the Agreement and written notice of said claim is received by LIMRiCC during the Term of the Agreement or within thirty (30) days thereafter.

3. Extensions. This Agreement shall cover Loss arising from any civil claim or claims made against the estates, heirs, legal representatives or assigns of deceased persons who were Insured at the time of the Wrongful Act upon which such civil claim or claims are based.

E. Exclusions.

Subject to Article II-H.5.

LIMRiCC shall not make payment for Loss in connection with any claims made against the Insured allegedly based upon or arising out of one or more of the following:

1. Gaining any personal profit or advantage to which the Insured was not legally entitled;
2. The return by an Insured of any remuneration in fact paid to the Insured if payment of such remuneration shall be held by the court to be in violation of law;
3. Brought about or contributed to by the dishonest acts of the Insured, which were committed by the Insured with actual dishonest purpose and intent and were material to the cause of action.
4. (a) any damages, whether direct, indirect or consequential, arising from, or caused by bodily injury, sickness, disease or death;
(b) loss or criminal abstraction of, damage to or destruction of any tangible property or the loss of use of such property by reason of the foregoing;
5. (a) false arrest, assault, battery, detention or imprisonment, or malicious prosecution;
(b) defamation, including, but not limited to, libel or slander;
(c) a publication or utterance in the course of or related to advertising, broadcasting or telecasting activities by or on behalf of the Member;
(d) wrongful entry or eviction or other invasion of the right of private occupancy.

6. “Willful and wanton conduct,” meaning a course of action which shows an actual or deliberate intention to cause harm or that, if not intentional, shows an utter indifference to or conscious disregard for the rights of others;
7. The discharge, dispersal, release or escape or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials, asbestos or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, or any object, whether sudden or not;
8. (a) asbestos or any asbestos-related injury or damage; or
 - (b) any alleged act, error, omission or duty involving asbestos, its use, exposure, presence, existence, detection, removal, elimination or avoidance; or
 - (c) the use, exposure, presence, existence, detection, removal, elimination or avoidance of asbestos in any environment, building or structure.
9. Based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving actual, alleged or threatened nuclear reaction, radiation, contamination, materials or waste, regardless of the cause;
10. Prior to pending litigation as of the effective date of this Agreement and excluding as well, all future claims or suits based upon, arising out of or attributable to said prior or pending litigation;
11. A violation of the Americans with Disabilities Act of 1990 as amended from time to time.

The Wrongful Act of any Insured shall not be imputed to any other insured for the purpose of determining the applicability of the foregoing exclusions.

F. Powers and Duties of LIMRiCC.

LIMRiCC shall have the following powers and duties in the administration of the Program:

- (1) To employ agents, employees and independent contractors including legal counsel;
- (2) To purchase or lease equipment, machinery, or personal property necessary for the carrying out of the purpose of the Program;

- (3) To carry out educational and other programs relating to risk reductions;
- (4) To collect the funds and administer the Program;
- (5) To provide risk management services;
- (6) To carry out such other activities as are necessarily implied or required to carry out the purposes of the Program; and

G. Conditions.

1. Warranty Clause.

It is represented and warranted that the particulars and statements contained in application of the Member included in the prior Self-Insurance Agreement, a copy of which is attached hereto, is reaffirmed as of the inception date of this Agreement and is the basis of this Agreement and is considered as incorporated in and constituting part of this Agreement.

A new application shall be made in the form attached hereto and is subject to review and approval by LIMRiCC.

2. Discovery Period.

If LIMRiCC shall cancel or refuse to renew this Agreement, the Member shall have the right to an automatic extended discovery period upon payment of the additional premium set forth in paragraph F in respect of any claim or claims which may be made against the Insured during the period of twelve (12) months after the date of such cancellation or non-renewal, but only in respect of any Wrongful Act committed during the Term of the Agreement and before the date of such cancellation or non-renewal, provided, however, that written application to LIMRiCC for such extension and payment of the premium therefore must be made within thirty (30) days following such cancellation or non-renewal.

3. Limits of Payment for Losses.

Payment for Losses under Article II, D.1 shall be limited to One Million Dollars (\$1,000,000.00) per occurrence. Pursuant to Article II, F, the One Thousand Dollars (\$1,000.00) to be paid by the Member shall be deducted by LIMRiCC for each loss occurring from separate claim.

4. Loss Provision.

If during the Term of the Agreement or extended discovery period:

- (a) the Member or the Insured shall receive written or oral notice from any person that it is the intention of such person to hold

the Insured responsible for the results of any specified Wrongful Act done or alleged to have been done by the Insured while acting in the capacity aforementioned; or

- (b) the Member or the Insured shall become aware of any occurrence which may subsequently give rise to a claim being made against the Insured in respect of any such alleged Wrongful Act;

then Member or the Insured shall, as soon as practicable, give written notice to LIMRiCC of the receipt of such written or oral notice under Clause 4(a) or of such occurrence under Clause 4(b). Upon LIMRiCC's receipt of such notice, any claim which may subsequently be made against the Insured arising out of such alleged Wrongful Act shall, for the purposes of this Agreement, be treated as a claim made during the Term of the Agreement in which such notice was given, or if given during the extended discovery period as a claim made during such discovery period.

The Member or the Insured shall, as further condition precedent to the Insured's right to be indemnified under this Agreement, give LIMRiCC any information and all such cooperation as LIMRiCC may reasonably require and as shall be in the Insured's power.

5. Defense, Settlement and Selection of Counsel.

In the event of a claim, the Insured shall take reasonable measure to protect their interests and shall promptly advise LIMRiCC in the event of a claim. If defense of a suit shall be required, LIMRiCC shall consult with the Insured regarding the appointment of counsel. If there is no agreement on the selection, then LIMRiCC shall appoint counsel.

In the event a claim shall be made that is insured under this Agreement and the claim is combined with another claim arising out of the same occurrence that is excluded under Article II-E, then the insured may select independent counsel for the insured's defense for the excluded claim and LIMRiCC will reimburse the insured for the reasonable expenses of independent counsel.

Subject to the foregoing, no cost of expenses shall be incurred on behalf of LIMRiCC under any circumstances without its consent. In the event the Insured and LIMRiCC cannot agree on the allocation or apportionment of counsel's fees and expenses, then under such circumstances the Insured's right of indemnity for such expenses and fees shall not mature until the claim giving rise thereto has been finally and completely adjudicated and-or settled.

LIMRiCC shall not commit the Member to any settlement without the Member's consent. However, if the Insured shall refuse to consent to any settlement recommended by LIMRiCC and shall elect to contest the claim or continue any legal proceedings in connection with such claim, then subject to the provisions of connection with such claim, then subject to the provisions of Article II, H.3, LIMRiCC's liability for the claim shall not exceed the amount for which the claim could have been settled including costs, charges and expenses incurred with its consent up to date of such refusal.

6. Action Against LIMRiCC.

No action shall lie against LIMRiCC unless as a condition precedent thereto, there shall have been full compliance with all of the terms of this Agreement, and until the amount of the Insured's obligation to pay shall have been finally determined either by judgment against the Insured after actual trial or by written agreement of the Insured, the claimant and LIMRiCC.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this Agreement to the extent of the insurance afforded by this Agreement. No person or organization shall have any right under this Agreement to join LIMRiCC as a party to any action against the Insured, to determine the Insured's liability, nor shall the Pool be impleaded by the Insured or the legal representative of the Insured.

The bankruptcy or insolvency of the Insured or the Insured's estate shall not relieve LIMRiCC of any of its obligations hereunder.

The liability of LIMRiCC shall be limited to the proceeds of payments and assessments of the Members made pursuant to this Article II – Self Insurance pursuant to prior self-insurance Agreement.

7. Subrogation.

In the event of any payment under the Agreement, LIMRiCC shall be subrogated to all the Insured's rights of recovery therefore against any person or organization, and the Insured shall execute and deliver such instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing after Loss to prejudice such rights.

8. Changes.

The terms of this Agreement shall not be waived or changed except by written endorsement issued to for a part of this Agreement.

9. Assignment.

There shall be no assignment of interest under this Agreement.

10. Authorization Clause and Notices.

By acceptance of this Agreement, all Insured agree that the Member shall act on behalf of all Insured, officers and employees of the Member with respect to the giving and receiving of notice of claim or cancellation or non-renewal, the payment of premiums and the receiving of any return premiums that may become due under this Agreement. Notice to that individual named in the Application at the address of the member shall also constitute notice to all Insured.

All notices of claims or any other notice required to be given to LIMRiCC under this Agreement shall be in writing and shall be addressed to:

LIMRiCC
668 River Road
Naperville, Illinois 60563

11. Acceptance.

By acceptance of this Agreement, the Member and the Insured agree that this Agreement embodies all agreements existing between themselves and LIMRiCC.

12. Other Insurance.

If the Member or any Insured has other valid and collectible insurance insuring against a Loss covered by this Agreement, the insurance provided by this Agreement shall be secondary to and shall apply in excess of such other insurance.

I. Cancellation.

This Agreement may be canceled by the Member for itself and its Insured by **delivering** to LIMRiCC written notice stating when thereafter the cancellation shall be **affected**.

Subject to Article II, H.2, LIMRiCC may cancel this Agreement and shall thereupon mail to the Member notice stating when not less than sixty (60) days thereafter such cancellation shall be effective. Prior to the effective date of such cancellation, the member shall be given an opportunity to be heard by LIMRiCC. After the hearing, LIMRiCC shall determine whether to affirm or rescind the cancellation. Notwithstanding the foregoing, this Agreement may also be canceled by LIMRiCC upon not less than ten (10) days notice when the cancellation is being effected by reason of the Member's non-payment of premium.

The mailing of notice as aforesaid shall be sufficient proof of notice.

The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the Agreement period.

Cancellation shall be subject to the liability of the Member for assessments pursuant to paragraph F, where the assessment results from a claim made prior to the effective date of cancellation. Cancellation by LIMRiCC shall be subject to LIMRiCC's liability, if any, for claims made prior to the effective date of cancellation.

J. Non-Renewal.

If LIMRiCC refuses to renew the Agreement for any additional one-year period, it shall so notify the Member at least sixty (60) days prior to the termination date of the current Agreement. In the absence of such notice, the Member may renew the Agreement each year for an additional one-year period by paying the annual premium prior to the termination date of the current Agreement.

K. Participation In Unexpended Funds.

1. Cancellation.

In the event LIMRiCC cancels the Agreement with a Member, the Member shall receive a pro-rata refund of the amount it has paid for coverage for the period of time that it does not receive coverage. The Member shall also participate in the first five-year distribution after its cancellation of coverage under the Agreement, to the extent of ten percent (10%) of a five-year Member's distribution for each full year of coverage.

2. Membership for Five or More Years.

Members who have participated for five (5) years shall receive a distribution of unexpended funds within four (4) months after the end of the fifth (5th) year as follows:

<u>Member's Payment to the Fund</u>	X	Unexpended	X	40%
Total Payments to the fund (Less Refunds)		Balance		

After each additional five years of membership, Members who have participated for additional five years of Membership shall receive a distribution of unexpended funds within four (4) months after the end of each fifth year period as follows:

<u>Member's payment to the Fund</u>	X	Unexpended Balance in	X	40%
Total payments to the fund (Less Refunds)		excess of \$2,000,000		

The Member shall be credited for the time of its participation in the Prior Self-Insurance Agreement.

3. On Termination of the Program.

On termination of the Program, all Members participating at that time shall receive a distribution of unexpended funds based on the following formula:

<u>Payments to the Fund (Less Refunds)</u>	X	Unexpended
Payments to all participating Members (at that time) (less refunds)		Funds

Provided, however, distribution will be deferred until all contingent liabilities have been resolved by LIMRiCC.

LIMRiCC reserves the right to establish reserves necessary in its judgment for specific outstanding claims. These reserves shall be deducted from unexpended funds prior to any distribution thereof pursuant to this Paragraph K.

L. Disputes.

Any dispute not resolved by the efforts of the parties shall be adjudicated by filing of a declaratory judgment action in the Circuit Court of Cook County, Illinois. All parties hereto agree that, should such a need arise, every effort will be made to proceed as expeditiously as possible and, further, all parties hereto will submit to jurisdiction and venue in said forum.

ARTICLE III EMPLOYEE BENEFIT INSURANCE PROGRAM.

A. Purpose.

It is the purpose of this agreement to create a program of LIMRiCC, namely, the Employee Benefit Insurance Program ("Program"). The Program shall consist of two (2) components: (1) the Purchase of Health Insurance Plan ("PHIP") and (2) the Self-Insured Health Insurance Plan ("SHIP").

The creation of the various funds and accounts established as part of this Program are not intended by the Members or LIMRiCC to constitute the transaction of an insurance business within the State of Illinois. The intent of the parties is to separately establish a benefits program and to utilize LIMRiCC to achieve reduced costs of administration and insurance purchases by providing similar services to all Members and to require the Members to pay for and share the costs of such benefits.

1. Purchase of Health Insurance Plan ("PHIP").

Through PHIP, LIMRiCC shall provide for the purchase, on behalf of its Members, of certain insurance coverage for employees, spouses and dependents ("Insured Participants") of Members, under the terms and conditions set forth herein and in the By-Laws of LIMRiCC as in effect from time to time. Through PHIP, LIMRiCC will arrange for the purchase on behalf of Members of various insurance products, including, but not limited to, the following:

Life Insurance Benefits;
Accidental Death and Dismemberment Benefits;
Employee Assistance Program;
Dental Insurance; and
Vision Insurance.

By arranging for the purchase of these insurance products on behalf of all Members, LIMRiCC can achieve savings in premiums.

2. Self-Insured Health Insurance Plan ("SHIP").

Through SHIP, LIMRiCC shall provide a self-insured health insurance plan that provides health insurance coverage, including prescription drug coverage, and dental insurance for Insured Participants of Members, under the terms and conditions set forth herein and in the By- Laws of LIMRiCC as in effect from time to time.

By operating a self-insured health insurance plan on behalf of all Members, LIMRiCC can achieve savings in premiums.

B. Authority.

This agreement is authorized by the intergovernmental cooperation clause as set forth in Article VII, Section 10 of the Constitution of the State of Illinois; by 5 ILCS 220/6 et seq.; and by the provisions of the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 et seq.)

C. Member Contributions.

Members shall be responsible for paying three (3) separate fees to LIMRiCC: (a) the Administration Fee, (2) the PHIP Benefit Fee, and (3) the SHIP Benefit Fee ("Member Contributions"). LIMRiCC will invoice each Member for the amount of Member Contributions due on a monthly basis based on the coverage elected by the Member's Insured Participants. Each Member shall remit its payment of its Member Contributions to LIMRiCC by the due date shown on LIMRiCC's invoice.

D. Administration Fee.

As part of its Member Contribution, each Member shall pay LIMRiCC an administration fee ("Administration Fee"). The purpose of the Administration Fee is to **cover all administrative costs of LIMRiCC.** The Administration Fee shall not cover the SHIP third-party administrator fees, broker fees, or other fees specific to either PHIP or SHIP, including, but not limited to actuarial fees, legal fees, audit fees, etc. Members shall pay the Administration Fee regardless of whether they have Insured Participants enrolled in PHIP, SHIP, or both.

1. Participant Administration Fee.

The Participant Administration Fee **shall be announced at the Annual Fall Meeting for the new benefit year.**

2. Changes to the Base Administration Fee or Participant Administration Fee.

The Board of Directors has the authority to change any component of the Administrative Fee at any regular meeting of the Board of Directors, provided that all of the Members with Insured Participants of the Program have been provided with thirty (30) days notice of said meeting and of the proposed change to the Base Administration Fee and/or the Participant Administration Fee, which proposed change must be included on the meeting agenda.

E. PHIP Benefit Fee.

The PHIP benefit fee shall consist of the premium cost for each of the PHIP insurance products plus any additional amounts necessary, as determined by the Board of Directors, for expenses and costs associated specifically with each respective insurance product ("PHIP Benefit Fee"). A Member's total PHIP Benefit Fee shall be calculated, for each

available PHIP insurance product, by multiplying the number of Insured Participants enrolled in a particular insurance product by the PHIP Benefit Fee for that particular insurance product. The Members shall only pay the PHIP Benefit Fee associated with the insurance products for which its Insured Participants are enrolled.

F. SHIP Benefit Fee.

Members with Insured Participants enrolled in SHIP shall be responsible for paying, as part of its Member Contributions, the premium cost of SHIP Coverage plus any additional amounts necessary for expenses and costs associated with operating SHIP ("SHIP Benefit Fee").

The SHIP Benefit Fee shall be determined by the Board of Directors. To determine the SHIP premium cost, the Board of Directors shall consult with the SHIP third party administrator to obtain a suggested premium amount. To determine all other expenses and costs associated with SHIP, the Board of Directors will determine the appropriate other expenses and costs. The Board of Directors may adjust the suggested premium amount and any other fees or costs, in its discretion, to determine the final SHIP Benefit Fee.

The Board of Directors may adjust the suggested premium amount from the SHIP third party administrator based on prior, current, or anticipated changes to claims, cash flow, and LIMRiCC membership, and any other factor in its discretion. Similarly, the Board of Directors may adjust the suggested expenses and costs based on its discretion. Unless decided otherwise in the Board of Directors' discretion, when determining whether to adjust the suggested premium amount, or any other expenses or costs of SHIP, the Board of Directors shall attempt to maintain a balance in the SHIP Account that is sufficient to pay approximately six (6) months of regular and ordinary claims without receipt of further SHIP Benefit Fees.

In the event that the Board of Directors should fail to approve the amount of the SHIP Benefit Fee for any given plan year, the SHIP Benefit Fee shall be equal to 115% of the total expected cost as provided by the third-party administrator for the SHIP Benefit Fee.

G. Program Fund for all HIP Accounts

1. Withdrawal of Administration Fees.

All Administrative Fees shall be deposited to the Program Fund, and LIMRiCC shall withdraw the Administrative Fees thereafter to pay all appropriate costs and expenses.

H. SHIP Supplemental Benefit Fee.

If (a) the SHIP Account is in jeopardy of not being able to pay claims or (b) the SHIP Account balance is not sufficient to pay approximately six (6) months of regular and ordinary claims without further SHIP Benefit Fees, the Board of Directors may increase the SHIP Benefit Fee during a SHIP plan year, provided that all of the Members with Insured Participants enrolled in SHIP have been provided with fourteen (14) days notice of the reason for the increase in the SHIP benefit fee and of the meeting at which the Board

of Directors will vote on such increase.

I. Employee Qualification.

Only Qualified Employees may become Insured Participants under the Program. To be a Qualified Employee for PHIP, an individual must be a full-time employee of a Member or be a part-time employee of a Member who works a minimum of twenty (20) hours per week and has one year of service with the Member. For SHIP, effective January 1, 2016, Qualified Employees shall include Full-Time employees of a Member. For purposes of SHIP, “Full-Time” shall mean the following: (1) for any Member that is an applicable large employer (as that term is defined under Code Section 4980H), full-time status may be determined using any permissible method under Code Section 4980H; and (2) for any Member that is not an applicable large employer, “full-time” shall mean 30 hours or more per week, on average; provided, however, that employees who work less than thirty (30) hours per week may continue to be Qualified Employees if they have been continuously enrolled in health insurance coverage with LIMRiCC prior to the establishment of SHIP. If such an employee terminates participation in SHIP, the employee cannot re-enroll unless he/she becomes a full-time employee and works a minimum of thirty (30) or more hours per week on average at the time of reenrollment.

Members may set stricter requirements for their employees to be eligible for the Program, except that Members are required to provide and pay for life insurance for all full-time employees unless a full-time employee specifically opts out of the life insurance benefit. Each Member is responsible for retaining and housing documentation of its requirements for eligibility either in the form of a written policy or resolution authorized by the Member’s Board and documentation that substantiates that each of its Insured Participants is a bona fide Qualified Employee by January 15 of each year. In addition, each Member is required to provide LIMRiCC with a monthly listing of any new employees, newly eligible employees, terminated employees or any other change that would affect an employee’s benefits by the first of the next billing month.

Members must certify to LIMRiCC that all of its Insured Participants are bona fide Qualified Employees. Each Member agrees to indemnify and defend LIMRiCC for any claims, damages, liabilities, losses, judgments, settlements, taxes, or fines resulting from an employee of the Member being enrolled in the Program without satisfying the requirements to be a Qualified Employee.

J. Claims.

Any claim for benefits under a PHIP insurance policy shall be made to the insurance company; and if this claim is denied, any appeal therefrom shall follow the insurance company's claims review policy.

Any claims for benefits under SHIP shall be administered by the third-party administrator and any appeal therefrom shall follow the third-party administrator’s policy. All claims decisions made by the third party administrator shall be respected by LIMRiCC and final. Each Member agrees to indemnify and defend LIMRiCC for any claims, damages, liabilities, losses, judgments, settlements, taxes, or fines resulting from any claims dispute regarding SHIP benefits or any claims made against LIMRiCC.

K. Mandatory Member Meetings.

LIMRiCC shall hold two (2) mandatory member meetings every year: (1) the Spring Renewal Meeting and (2) the Fall Renewal Meeting. LIMRiCC shall provide fourteen (14) days notice to Members of the agenda and of all matters to be addressed at each mandatory member meeting.

The Spring Renewal Meeting shall be held on or before May 31st of each year to evaluate the operation of the Program and (a) discuss the PHIP insurance products that will be purchased by LIMRiCC on behalf of the Members for the next policy period and corresponding PHIP Benefit Fees and (b) discuss the SHIP benefits for the next policy period, plan changes, if any, and corresponding SHIP Benefit Fees, as well as the status of the SHIP Account and its ability to pay claims.

The Fall Renewal Meeting shall be held on or before October 15th of each year to finalize and vote on (a) the Membership Contributions and (b) the benefits provided by PHIP and SHIP for the following year. A final decision regarding Membership Contributions, PHIP benefits and fees, and SHIP benefits and fees shall be made by a majority vote of the Board of Directors at its September meeting.

Each Member must have at least one (1) representative (Library Director/Administrator, other administrators, or his/her designee) in attendance, either in person or via electronic attendance, at a minimum of one meeting per year. Effective with the 2024 plan year, failure to have (1) representative attend without good cause, will result in a fee of \$150.

L. Powers and Duties of LIMRiCC.

The powers of LIMRiCC to perform and accomplish the purposes set forth in this Agreement shall be the following and shall be exercised through the Board of Directors:

1. To purchase PHIP insurance products on behalf of the Members;
2. To organize and operate SHIP, including the hiring of a third party administrator;
3. To determine all necessary fees for the operation of PHIP and SHIP, including any increase or supplemental SHIP fees;
4. To terminate any Member for failure to perform obligations and duties as required by this Agreement or as otherwise permitted;
5. To retain brokers, actuaries, consultants or other professionals, who shall provide faithful performance of their respective duties and responsibilities and shall provide acceptable insurance coverage for errors and omissions;
6. To purchase stop loss or other additional insurance plans to limit the potential liability of LIMRiCC and to include any fees or expenses associated with said additional insurance in the SHIP Benefit fee;

7. To employ agents, employees and independent contractors, including legal counsel;
8. To collect the Membership Contributions from the Members;
9. To recommend to Members programs and educational materials relating to claim management and reduction and to carry out educational and other programs relating to claim management and reduction;
10. To enter into written contracts to procure necessary services, supplies, insurance and/or property necessary to accomplish the purposes of the Program;
11. LIMRiCC shall not be responsible for the validity of any insurance policy issued hereunder, nor for the failure of the insurance company to make the payments provided for under any insurance policy, or for the action of any person which may delay, or render null and void or unenforceable, in whole or in part, any insurance policy issued under this Program; and
12. To carry out such other activities as are necessarily implied or required to carry out the purposes of the Program.

M. Powers and Duties of Members.

It is the responsibility of the Member to select suitable insurance coverages for its employees and their respective spouses and dependents from the coverages available under the Program. The rights and conditions with respect to coverage and benefits under such insurance and the self-insured plan shall be determined by the respective insurance policies and plan, which policies and self-insured plan documents shall be incorporated herein by reference; and LIMRiCC shall have no liability for insurance benefits under PHIP.

In the event of a conflict between the terms of this Program and (a) the terms of a PHIP insurance policy which is then being used in conjunction with this Program or (b) the terms of the SHIP plan document, the terms of said insurance policy and/or the SHIP plan document shall control as to those Members whose employees, and their respective spouses and dependents are receiving insurance coverage and benefits. For this purpose, the insurance policy and SHIP plan document shall control in defining:

1. The persons eligible for insurance coverage;
2. The dates of their eligibility;
3. The conditions which must be satisfied to become insured, if any;
4. The benefits to be provided; and
5. The circumstances under which such insurance terminates.

N. New Membership

In the years that LIMRiCC is open to accepting new members as permissible by the provider, an application will be required for libraries considering joining the Program. Upon approval, a new member will be required to:

1. Sign the IGA; and
2. Pay a non-reimbursable 2-month premium that will go into LIMRiCC's reserves. The premium will be based on the new member's enrollment and will apply to PHIP and SHIP

O. Late Payments.

If a Member is more than thirty (30) days late in paying any Membership Contribution, said Member will be responsible for paying a late fee equal to five percent (5%) of their current invoice. All late fees shall be deposited into the PHIP Account. If a Member fails to make Membership Contribution for a period of three (3) months, the Board may vote to terminate the Member in accordance with **Section Q.** Term of the Program. said Membership Contribution. All late fees shall be deposited into the PHIP Account

P. Refund Adjustment Policy for PHIP

In the event that an adjustment is necessary to a member's PHIP invoice, a member can obtain a refund of up to 90 days.

Q. Term of the Program.

LIMRiCC has been operating a purchase of health insurance program since on or about March 1, 1994 for the purchase of health insurance and other insurance products. This revised Article III and Program amends LIMRiCC's purchase of health insurance program and shall become effective on the 1st day of December, 2015, provided that by such date there are no less than twenty (20) Members of LIMRiCC who have elected in writing to participate in the Program, and shall continue in effect thereafter until terminated.

1. Termination of Membership by Member.

Members shall have the right to cancel participation in the Program by providing 120 days written notice to the Board of Directors-

2. Termination of Membership by LIMRiCC.

If a Member has a Membership Contribution that is three (3) months past due, the Board may vote to terminate the Member from the Program, provided however that LIMRiCC has provided a thirty (30), sixty (60), and seventy-five (75) days notice to the Member stating (a) the amount due, (b) the due date, and (c) the termination date. A Member may also be terminated for failure to attend the mandatory meetings, as set forth in Section K. In addition, the Board may terminate a Member for failure to perform any other required duty or obligation, after giving at least thirty (30) days notice and an

opportunity to cure the alleged failure.

Regardless of the reason for termination, LIMRiCC shall be responsible for any claims incurred before the termination date, provided that the terminated Member does not have any past due Member Contributions. If the Member has past due Member Contributions, all unpaid claims of the Member's Insured Participants shall be the responsibility of the Member.

3. Termination of Program.

The Program shall be terminated if the Board of Directors determines, in its sole discretion, that the termination of the Program is necessary or in the best interests of the Members. In addition, the Program shall also terminate upon the enactment of any State or Federal law and/or a final determination by a court of competent jurisdiction, after all appeals have been exhausted or time for appeal has expired, that the Program is invalid or otherwise contrary to law.

In the event the Program is terminated, the Board of Directors shall:

1. Set an effective date for termination and provide notice of termination to Members at least ninety (90) days prior to the effective date;
2. Collect all Member Contributions;
3. Cause to be paid all claims incurred prior to the effective date of termination provided that such claims are submitted for payment within one year of the date on which they are incurred provided that all Member Contributions have been made by the Member. If assets are not sufficient to pay all such claims, claim payments may be reduced and paid pro rata until all assets are exhausted.
4. Pay all administrative expenses and other liabilities of LIMRiCC in connection with the Program.
5. If the assets of LIMRiCC are not sufficient to satisfy LIMRiCC's liabilities with respect to the Program, the Board of Directors may charge each current Member and each former participating Member who was a participating Member at any time during the twelve (12) month period prior to the effective date of termination a supplemental Member Contribution in an amount that is equal to the amount of such shortfall multiplied by a fraction, the numerator of which is the amount of Member Contributions required of the former participating Member or the Member during the twelve (12) months prior to the effective date of termination and the denominator of which is the amount of total Member Contributions from all former participating Members and Members during the twelve (12) months prior to the effective date of termination. The Board of Directors shall not be obligated to make claim payment unless and until the shortfall is paid as provided herein.
6. Prior to termination, the Board of Directors shall make adequate provision for the maintenance of the records of the Program, which shall be retained for ten

(10) years after the effective date of termination.

4. Refund of SHIP Benefit Fee upon SHIP Termination.

Upon the termination of SHIP for any reason, each Member with Insured Participants enrolled in SHIP at the time of SHIP's termination shall receive a refund of its SHIP Benefit Fees (the "SHIP Refund") from the fund balance, if any. The SHIP Refund shall be calculated for each Member as follows:

- A. LIMRiCC shall remove any Administration Fees from the SHIP Account;
- B. The remaining SHIP Account Balance shall be multiplied by the Member Fraction;
- C. The Member Fraction shall be a fraction where the numerator is equal to the SHIP Benefit Fees paid by the Member in the last twelve (12) months and the denominator is equal to the total SHIP Benefit Fees paid by all Members with Insured Participants enrolled in SHIP in the last twelve (12) months; and
- D. The resulting amount shall constitute the Member's SHIP Refund.

The SHIP Refund shall be paid within a reasonable time of the termination of SHIP, as determined in the discretion of the Board of Directors. Any amounts owed by a Member to LIMRiCC at the time of SHIP's termination shall be deducted from said Member's SHIP Refund and retained by LIMRiCC.

5. Obligations of Terminated Members.

The obligation of LIMRiCC to administer claims incurred under the Plan prior the effective date of termination or voluntary withdrawal for a terminated Member shall continue for claims that are filed within a period of twelve (12) months after such effective date. Members who have either been terminated or have voluntarily withdrawn are required to make all Member Contributions and supplemental payments, and to pay their entire current invoice, for sixty (60) days after their termination date, known as the run-out period.

- 1. In the event of a member's voluntary termination from the Program, notification to the Board must be given in writing 120 days prior to the termination date and prior to the end of the benefit plan year.

The exception to the 120-day required notice would be in the event that the Board fails to provide a 15 day notice of the health care premiums for the new plan year at least 135 days prior to the new plan year. In this case, it is at the discretion of the Board. A penalty fee of 25% of the current invoice will be applied to the Member for a notice of termination with less than 120 days notification.

- 2. A 2-month run-out period for SHIP and PHIP will be charged based on the current invoice.

R. Rights and Obligations of Members.

The rights of each Member of LIMRiCC shall include the following:

1. To enforce the obligations of LIMRiCC as set forth herein as a contractual obligation. This contract may be enforced in a court of law either by LIMRiCC itself or by any of its Members. The consideration for the obligations imposed herewith shall be based upon the mutual promises and agreements of the Members set forth herein.
2. No member agrees or contracts herein to be held responsible for any claims in tort or contract or otherwise made against any other Member. Members intend in the creation of LIMRiCC to establish an organization for the purchase of health insurance and other insurance products as stated herein within the scope herein set forth, and have not created as between Members any relationship of surety, indemnification or responsibility for the debts of or claims against any Member.

The obligations of each Member of LIMRiCC shall include the following:

1. To make all payments of Membership Contributions and any other payments to LIMRiCC as established in its By-Laws and this Agreement, including but not limited to late fees and supplemental benefit fees.
2. To hold an open enrollment meeting annually to provide education to the Member's Qualified Employees regarding the Program's benefits.
3. To allow LIMRiCC reasonable access to all facilities of the Member and all records relating to benefits, claims, and the financial obligations of the Member to LIMRiCC.
4. To report to LIMRiCC as promptly as possible all claims made to it within its benefit program as administered by LIMRiCC.
5. To furnish full cooperation with LIMRiCC's attorneys, and any agent, employee, officer or independent contractor of LIMRiCC relating to the purposes and powers of LIMRiCC.
6. To act promptly and within a reasonable period of time on all matters requiring approval or action by Members and to not withhold such approval unreasonably or arbitrarily.
7. To follow in the operations of the Member all procedures established by LIMRiCC within its purposes and powers, including, but not limited to, the use of release forms, posting of notices, participation in educational and record-keeping programs, limitations on activities offered, and the use of loss prevention techniques and devices.
8. In the event that LIMRiCC shall be required to expend funds for administrative, legal or other operating costs, or to take other actions required under

this Agreement or its By-Laws, the Member shall pay its share of the amounts so expended as provided in the By-Laws.

9. To appropriate or budget annually its liabilities under the LIMRiCC Program or Programs in which the Member participates.

10. To review all notices sent by LIMRiCC.

11. To attend all mandatory member meetings as set forth in Section K hereof.

12. During its participation in SHIP, a Member shall only exclusively provide to its employees, except independent contractors, or those in union-sponsored programs, the health benefits provided through SHIP.

13. In the event LIMRiCC should in error pay any benefit claims, administrative fees, or other charges on behalf of a Member, which it was not obligated to pay, the Member shall, upon thirty (30) days' written notice, reimburse LIMRiCC for the amounts improperly paid.

14. In the event that a Member should sue LIMRiCC or any of its Directors, Officers, or employees, or agents regarding any issue related to this Article III and should not be the prevailing party in that suit, said Member shall, as part of its contractual obligation to LIMRiCC, pay the reasonable attorneys' fees and other costs and expenses expended by LIMRiCC in defending against that suit.

15. This Agreement and LIMRiCC's Bylaws are not intended to create or provide any rights in third-parties, including, but not limited to, any Qualifying Employees or Insured Participants.

S. Liability of LIMRiCC, Its Officers and Directors.

The members of the Board of Directors and the officers and employees of LIMRiCC shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties hereunder. They shall not be liable for any mistake of judgment or other action made, taken or omitted by them in good faith; nor for any action taken or omitted by any agent, employee or independent contractor; nor for any loss incurred through investment of LIMRiCC funds or failure to invest. They may participate in indemnification and self-insurance programs. No Director, officer or employee shall be liable for any action taken or omitted by any other Director or officer. Board members, officers and employees of LIMRiCC shall be indemnified and held harmless by LIMRiCC for claims by third parties arising out of the good faith discharge of duties related to the Program.

The liability of LIMRiCC, its officers and Directors is limited solely to the proceeds of payments of Members. The funds of each insurance program, i.e. those established under Articles I, II and III are kept separate and accounted for separately. Claims in each such separate insurance program are limited to the funds of that separate program.

If any claim or action not covered by insurance is instituted against a Director, officer or

employee of LIMRiCC allegedly arising out of an act or omission occurring within the scope of his or her duties, LIMRiCC shall at the request of them:

1. Appear and defend against the claim or action; and
2. Pay or indemnify the Director, officer or employee for a judgment and court costs based on such claim or action, provided there shall be no indemnification for any portion of a judgment representing an award of punitive or exemplary damages; and
3. Pay or indemnify the Director, officer or employee for a compromise or settlement of such claim or action providing the settlement is approved by the Board of Directors of LIMRiCC.

The term "Director, officer or employee" shall include former Directors, officers and employees. This indemnification resolution shall not apply if the Board of Directors finds that the claim or action is based on malicious, willful or criminal claim or action is based on malicious, willful or criminal misconduct. In such case the action to be taken by the Board of Directors will be determined after an investigation of the facts.

T. By-laws.

The Program is subject to the current By-Laws of LIMRiCC. A copy of the current By-Laws of LIMRiCC is posted on LIMRiCC's website.

U. Notices.

All notices of claims or any other notice required to be given pursuant to the Program, shall be sent by certified mail and/or electronic mail. To notify LIMRiCC, members shall use the following mailing address:

LIMRiCC
668 N. River Road
Naperville, IL 60563

Email address: mtannehill@limriicc.org

Each Member shall designate an individual to receive notices from LIMRiCC regarding the Program and provide LIMRiCC with current contact information for said individual, including mailing address and email address. If such addresses change, any party hereto may designate in writing to the other parties pursuant to the provisions of this Section the new contact information and address.

ARTICLE IV. RIGHTS AND OBLIGATIONS OF MEMBERS.

- A. The obligations of each Member of LIMRiCC shall include the following:
 1. To allow LIMRiCC reasonable access to all facilities of the Member and all records relating to claims and the financial obligations of the Member to LIMRiCC.

2. To furnish full cooperation with LIMRiCC's attorneys, claims administrator with any agent, employee, officer or independent contractor LIMRiCC relating to the purposes and powers of LIMRiCC.
3. To follow in the operations of the Member all loss reduction and prevention procedures established by LIMRiCC within its purposes and powers, including, but not limited to, the use of release forms, posting of notices, participation in educational and record-keeping programs, limitations on activities offered, and the use of loss prevention techniques and devices.
4. In the event that LIMRiCC shall be required to expend funds for administrative, legal or other operating costs, or to take other actions required under this Agreement or its By-Laws, the Member shall pay its share of the amounts so expended as provided in the By-Laws.
5. To make other payments to LIMRiCC as established in the By-Laws.
6. To appropriate or budget annually its liabilities under the LIMRiCC Programs.

B. Rights of Members.

Rights of each Member of LIMRiCC shall include the following:

1. To enforce the obligations of LIMRiCC as set forth herein as a contractual obligation. This contract may be enforced in a court of law either by LIMRiCC itself or by any of its Members. The consideration for the obligations imposed herewith shall be based upon the mutual promises and agreements of the members set forth herein.
2. Except as provided in Article II-F, no Member agrees or contracts herein to be held responsible for any claims in tort or contract or otherwise made against any other Member. Members intend in the creation of LIMRiCC to establish an organization for joint risk management only within the scope herein set forth and have not created as between Members any relationship of surety, indemnification or responsibility for the debts of or claims against any Member.
3. Where rights of Members to participate in benefits are dependent on the length of time of participation, the Member shall be credited for its participation in the predecessor programs of the Metropolitan Library System (formerly Suburban Library System).

ARTICLE V. LIABILITY OF LIMRiCC, ITS OFFICERS AND DIRECTORS.

The members of the Board of Directors and the officers will use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties hereunder. They shall not be liable for any mistake of judgment or other action made, taken or omitted by them in good faith; nor for any action taken or omitted by any agent, employee or independent contractor; nor for any loss incurred through investment of LIMRiCC funds or failure to invest. They may participate in indemnification and self-insurance programs. No Director, officer or employee shall be liable for any action taken or omitted by any other Director or officer.

The liability of LIMRiCC, its officers and Directors is limited solely to the proceeds of payments of Members and proceeds of any insurance provided by LIMRiCC. The funds of each insurance program, i.e. those established under Articles I, II, and III are to be kept separate and accounted for separately. Claims in each such separate insurance program are limited to the funds of that separate program.

If any claim or action not covered by insurance is instituted against a Director, officer or employee of LIMRiCC allegedly arising out of an act or omission occurring within the scope of his or her duties, LIMRiCC shall at the request of the Director, officer or employee:

- (a) appear and defend against the claim or action; and
- (b) Pay or indemnify the Director, officer or employee for a judgment and court costs based on such claim or action, provided there shall be no indemnification for any portion of a judgment representing an award of punitive or exemplary damages; and
- (c) pay or indemnify the Director, officer or employee for a compromise or settlement of such claim or action providing the settlement is approved by the Board of Directors of LIMRiCC.

The term Director, officer or employee shall include former Directors, officers and employees. This indemnification resolution shall not apply if the Board of Directors finds that the claim or action is based on malicious, willful or criminal misconduct. In such case, the action to be taken by the Board of Directors will be determined after an investigation of the facts.

ARTICLE VI. BY-LAWS.

A certified copy of the By-Laws of LIMRiCC has been furnished to the Member.

ARTICLE VII. NOTICES.

All notices of claims or any other notice required to be given pursuant to this agreement, shall be sent by certified mail and shall be addressed to:

LIMRiCC

668 N. River Road
Naperville, IL 60563

ARTICLE IX. **AMENDMENTS.**

The Board of Directors may, in the following manner, amend the "By-Laws of the Library Insurance Management And Risk Control Combination (LIMRiCC)" at any time and from time to time to add a new provision or change or remove an existing provision:

(a) The Board of Directors shall adopt a Resolution setting forth the proposed amendment and the date on which the amendment is to become effective, and directing that the proposed amendment be submitted to each LIMRiCC Member that will be affected by the proposed amendment.

(b) LIMRiCC shall give to each LIMRiCC Member that will be affected by the proposed amendment written notice of the proposed amendment, including the text of the proposed amendment and the date on which the amendment is to become effective, together with a ballot for voting to approve or disapprove the proposed amendment. Such notice shall be given not less than 60 days and not more than 90 days before the proposed effective date of the amendment, either via electronic mail or U.S. mail. If mailed, such notice shall be deemed to have been delivered on the second day after the day on which it is deposited in the United States mail, addressed to the Member at its address on the records of LIMRiCC, with postage prepaid.

(c) Each LIMRiCC Member must return its ballot to LIMRiCC on or before 5:00 PM on the proposed effective date of the amendment.

(d) The proposed amendment shall be adopted upon receiving the affirmative vote of at least two-thirds of the LIMRiCC Members entitled to vote on such amendment.

(e) Any number of amendments may be submitted to the LIMRiCC Members and voted upon by them at one time.

(f) A LIMRiCC Member that has timely voted against the adoption of a proposed amendment may, within 60 days after the effective date of the proposed amendment, elect to withdraw from the LIMRiCC Program(s) affected by the new amendment, but only if the amendment materially and adversely affects the Member.

(g) Any LIMRiCC Member that is entitled to elect to withdraw from the LIMRiCC Program(s) in question is precluded from challenging the new amendment that creates the right of withdrawal, unless the adoption of the amendment is fraudulent with respect to the Member or with respect to LIMRiCC or constitutes a breach of a fiduciary duty owed to the Member.

(h) A LIMRiCC Member that is entitled to elect to withdraw may do so only if the Member delivers its written election to LIMRiCC within the said 60-day period.

(i) Notwithstanding anything to the contrary in this Article, the withdrawal of a Member shall not affect any existing claim(s) in favor of LIMRiCC against the withdrawing Member, or in favor of the withdrawing Member and against LIMRiCC.

ARTICLE X. POWERS OF BOARD OF DIRECTORS.

The Board of Directors may approve additional contracted services to be performed by LIMRiCC for other libraries, intergovernmental entities and governmental entities and the revenue from such services will be used to keep overall administrative costs lower for all LIMRiCC members.

Dated this _____ day of _____, 20 ____.

By: _____
President, LIMRiCC

=====

(to be signed by the LIMRiCC Board President)

LIBRARY INSURANCE MANAGEMENT AND RISK CONTROL COMBINATION
(LIMRiCC)

Dated this _____ day of _____, 20 ____.

By: _____
President

Document number: 355971 – rvd 11.4.15

RESOLUTION PROVIDING FOR THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE LIBRARY INSURANCE MANAGEMENT AND RISK CONTROL COMBINATION (“LIMRICC”)

BE IT RESOLVED by the Board of _____ (hereinafter referred to as the “Library”) as follows:

1. AUTHORITY: This Resolution is adopted pursuant to the Intergovernmental Cooperation clause of the Constitution of the State of Illinois, the Intergovernmental Cooperation Act, the Library Systems Act, and the Illinois Public Library District Act (or the Illinois Local Library Act where applicable).

2. FINDINGS:

A. The Library Insurance Management and Risk Control combination (LIMRiCC) has heretofore been established by Intergovernmental Agreement among existing public libraries and library systems to provide the following programs:

- _____ 1. The unemployment compensation program;
- _____ 2. The employee benefits insurance program;

A copy of the Intergovernmental Agreement providing for these programs is attached hereto as Exhibit A.

B. It is in the best interests of the Library to participate in such of the above programs as are indicated by a checkmark in the appropriate box.

3. AUTHORIZATION: That the President and Secretary of this Library are, therefore, authorized and directed to execute an Intergovernmental Agreement providing for risk management and authorizing Membership in LIMRiCC for the programs hereinabove indicated, the Intergovernmental Agreement to conform

substantially to the Intergovernmental Agreement attached hereto as Exhibit A and effective on December 1, 2015.

Adopted this ____ day of _____, 20 ____.

pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

(Enter Name of Library)

Its President

Attest:

Its Secretary

Chapter 6 - Safety Checklist

- The library provides a list of emergency call numbers at all staff phones in the library.
- The library has a floor plan that shows entrances, exits, location of emergency supplies, fire alarms, and fire extinguishers.
- The library has an emergency manual and disaster plan.
- The library provides emergency training for staff, including fire and tornado drills, use of fire extinguishers, and location of the first aid kit, NARCAN® kit, and an automated external defibrillator.
- The library provides a call list and contact information that is reviewed biannually.
- Emergency medical supplies are stored in a designated location and are accessible to staff.
- Emergency equipment such as electric, gas and water switches, fire extinguishers, and fire alarms are noted on a library floor plan and are tested biannually.
- A prioritization list shows what should be salvaged in order of importance.
- A building safety checklist includes daily, weekly, quarterly, semi-annual, and annual safety procedures.
- A procedure exists for letting staff know when it is unsafe to enter the building.
- The library has a designated tornado shelter.
- Emergency exits and evacuation routes out of the library and to the tornado shelter are clearly marked. Fire extinguishers are clearly marked.
- The library provides adequate security for staff, users, and collections.
- The library has a strong relationship with local police and community safety personnel and communicates with them on a regular basis about safety issues affecting the library.
- At least two people (one of whom may be a volunteer) shall be on duty during all open hours of operation.
- Copies of the emergency manual and disaster plan are provided to community safety personnel.

Chapter 7 - Collection Management Checklist

- The library board of trustees ensures that the library has a publicly funded budget to purchase materials.
- The minimum annual expenditure for materials for any size library should be a minimum of 8 to 12 percent of the operating budget. [Our materials budget is 11.74% of this year's total operating budget \(FY 2023/2024\).](#)
- Library budgets should put priority on purchasing materials that best serve their community.

- ☑ The library has a written collection development policy approved by the board. Materials are cataloged according to standard library practices utilizing MARC 21, AACR2 Rules, Sears/LC subject headings, and RDA.
- ☑ Library collections are evaluated annually to measure the effectiveness of community use of the collection and weeded if deemed appropriate.
- ☑ The library considers forming a cooperative collection plan with other libraries in close proximity to one another.
- ☑ The library strives to complement its print collection by purchasing electronic materials and making them available to patrons through a variety of methods.
- ☑ The library publicizes and promotes interlibrary loan to its patrons.
- ☑ Library staff is trained in and follows policies and procedures related to the ILLINET *Interlibrary Loan Code* and the ALA *Interlibrary Loan Code*. Libraries agree to be responsible borrowers and lenders.

Chapter 8 - System Member Responsibilities and Resource Sharing

- ☑ Library staff and library board members are aware of the services offered by the regional library systems and the Illinois State Library. The library promotes statewide cooperative services in addition to their own local services. ([Our Regional Library System is the Reaching Across Illinois Library System or RAILS.](#))
- ☑ Library resources, information, and expertise are available via interlibrary loan, reciprocal borrowing, and other formal cooperative agreements; and the library participates in system delivery.
- ☑ The library abides by the ILLINET Interlibrary Loan Code as well as other formal regional/consortial agreements.
- ☑ The library administrator, library staff, and library board members actively participate as members of boards, committees, task forces, advisory councils, etc., at various levels, including the regional library system, the Illinois State Library, and the Illinois Library Association, and bring a regional and statewide perspective that envisions all types of libraries, not just their local library and library type issues.
- ☑ The library, in cooperation with regional library systems and the Illinois State Library, promotes statewide tax-supported public library service for every Illinois resident.
- ☑ If a legally established public library currently does not meet the eligibility requirements for Illinois State Library/Illinois Office of the Secretary of State grants, the library should work in cooperation with its regional library system regarding grant eligibility and compliance.

Chapter 9 – Public Services: Reference and Reader’s Advisory Services

Reference Service Checklist

- ☑ All basic services are available when the library is open.
- ☑ The library has a reference service policy.
- ☑ The library provides staff trained in reference service to meet the needs of patrons who have challenges with disabilities, language, and literacy.
- ☑ The library participates in interlibrary loan and resource sharing to help provide accurate and timely reference service.
- ☑ The library is aware of the importance of accuracy in reference service and relies on information sources of demonstrated currency and authority.

- ☑ The library supports training in the use of technologies necessary to access electronic resources, including training for persons with disabilities in the use of adaptive equipment and software.
- ☑ The library provides easy access to accurate and up-to-date community information.
- ☑ The library provides current issues of at least one community or local newspaper and retains hard copy or online back issues for a minimum of six months.
- ☑ The library provides access to local ordinances or codes of all municipalities within its service boundaries.
- ☑ The library provides access to local and state maps.
- ☑ The library provides access to the minutes of local government meetings. These include but are not limited to municipal (village, township, or city) and school board meetings. *For many years these were kept in binders in our reference collection. Because this type of information is now available online, we no longer maintain print copies of these for all local agencies, but we do offer internet access and assistance in finding them for any patron who needs this information.*
- ☑ The library provides voter information, including precinct boundaries and location of polling places. *We also have several staff trained and certified to register people to vote.*
- ☑ The library provides information about local history and events.
- ☑ The library has at least one current reference resource for each subject area.
- ☑ Staff has access to a telephone or computer to receive and respond to requests for information and materials and to contact other agencies for information.
- ☑ Staff members are encouraged to attend at least one relevant continuing education event each year. *APL staff participate in more than one continuing ed event opportunity each year with a mix of in-house and external training options offered. Opportunities for continuing ed and staff development include monthly meetups, two annual staff development days, webinars, conferences, and more. We are grateful to have a budget that helps support these opportunities.*
- ☑ The library evaluates its reference service on an annual basis.

Reader's Advisory Service Checklist

- ☑ All basic services are available when the library is open.
- ☑ The library has competently trained staff that has thorough knowledge of popular authors and titles.
- ☑ The library maintains a well-rounded collection of both fiction and nonfiction titles.
- ☑ The library participates in interlibrary loan and resource sharing to help provide accurate and timely reader's advisory service.
- ☑ The library maintains a basic collection of reader's advisory reference materials.
- ☑ All staff members attend at least one relevant continuing education event each year.
- ☑ Staff members who are responsible for reader's advisory service in their library join at least one community organization, club, or council. *This is not something that is true for all of our staff responsible for offering RA services and not something I view as necessary for our organization.*
- ☑ Staff members who are responsible for reader's advisory service in their library attend at least one workshop, reading roundtable, or continuing education event.
- ☑ The library accepts and responds to reader's advisory requests received in person, on the phone, or electronically.

- The library promotes and cultivates popular collections which are inclusive, representing all people and their actual experiences to provide an accurate portrayal of the diverse world in which we live.



Voters in November could close the only library in Columbia County, the result of a yearlong dispute over the placement of young adult books that address gender, sexuality and race. (Dean Rutz / The Seattle Times)

Aug. 13, 2023 at 6:00 am | Updated Aug. 13, 2023 at 6:00 am



By **David Gutman** 

Seattle Times staff reporter

DAYTON, COLUMBIA COUNTY — Book battles are raging across the nation, but none have carried the kind of stakes as the one here in Dayton, a one-stoplight farming community in the southeastern corner of Washington.

For the county's only library, the battle has turned, quite literally, existential: Voters will decide in November whether to shut it down.

The library, which has occupied the same modest brick building a block off Main Street for 86 years, is at risk not because of a lack of funding or a lack of demand for its services. Instead, it could shutter because of a yearlong dispute over the placement of, at first, one book, then a dozen and now well over 100, all dealing with gender, sexuality or race.

It would be the first library in the country to close because of a dispute over what books are on the shelves, according to the American Library Association.

“That is the end of the library as we know it,” said Jay Ball, who owns a local auto shop and chairs the library's board of directors. “It's insane, it's just insane.”

Library opponents late last month submitted enough signatures to get on the November ballot with their argument that the library makes books dealing with transgender issues, sexuality, consent, race and gender stereotypes too accessible to kids.

Jessica Ruffcorn, the leader, says the library is “targeting kids with sexualized content.”

The library director and board initially refused to move any of the books. But, more recently, the library has tried to assuage its adversaries, eliminating the entire young adult nonfiction section and intermingling those books with adult books. They moved all sex-ed books into a new “parenting” section of the library.

It has not worked.

“We do not trust their motives to move the books,” Ruffcorn wrote in an email to The Seattle Times. “Now it’s up to unincorporated Columbia County to decide what our community standards are, and whether our library is an asset or a drain on our community.”

The [voters guide statement](#) against the library, written by three other library opponents, is even blunter: “This public library is an irretrievably compromised entity, and it needs to be removed from our midst.”

“By far the most extreme instance”

The American Library Association [documented nearly 1,300 attempts](#) to censor books in libraries across the country in 2022, nearly double the number from 2021.

“There’s always going to be a book I don’t agree with on the shelf of the library,” Deborah Caldwell-Stone, the director of the association’s Office of Intellectual Freedom, said in a phone interview. “In arguing for the presence of a library and the presence of books on the shelf, what we’re supporting is the rights of each individual to make their own choices, for each family to make their own choices about what to read.”

“This particular instance, in Columbia County, where they’ve actually petitioned to dissolve the library district and it’s making it to the ballot, is the first I’ve heard of in our state,” said Brianna Hoffman, executive director of the Washington Library Association. “This is by far the most extreme instance.”

Other fights in Washington over books include nearby Walla Walla, where the School Board last year [refused the demands of several parents](#) who had wanted four books, including Toni Morrison’s “The Bluest Eye,” removed from the high school library because of their handling of sexuality, race and profanity.

In Liberty Lake, a Spokane suburb, a fight over one book, “Gender Queer,” led [the City Council to take over control of library policy](#) before the mayor vetoed the plan.

Last year, the Kent School District stepped in to [reverse a book ban](#) after a middle school principal removed from the school library “Jack of Hearts (and Other Parts),” a young adult novel about a gay 17-year-old sex columnist.

Nationally, high schools in the Tampa, Fla., area last week said they would [limit teaching Shakespeare](#) over concerns that the sexual content could run afoul of new

state rules. Florida last year led a wave of Republican-led states in passing laws that make it easier for parents to challenge books in school libraries.

In Jamestown, Mich., voters defunded the local library over a few books with LGBTQ+ content. [It remains open only because of a burst of private fundraising](#), which could run out next year.

And Arkansas recently passed a law that would [make librarians criminally liable](#) for providing books or materials to minors that are “harmful” or “obscene.”

Here in Dayton, the dispute already has led to the resignation of the library’s director. If voters in unincorporated areas in Columbia County dissolve the Columbia County Rural Library District, [state law dictates](#) that the library’s books and materials will be sent to the Washington State Library in Tumwater, near Olympia. City officials would then decide what to do with the rest of the library’s property, including its building.

There is no known precedent for a similar library district to simply be dissolved, shuttering the library, said Derrick Nunnally, a spokesperson for the Secretary of State’s Office, which oversees the state library.

Nunnally said state officials haven’t determined how books would be moved to the state library or what they would do with them in the event the Dayton library ceases to exist.

Columbia County has about 2,800 registered voters. Roughly two-thirds of them live in the city of Dayton, where the library is located. But because the library is organized as a rural library district, state law says that only the 1,000 or so voters who don’t live in an incorporated city can vote on the library’s fate, even though Dayton residents pay taxes to fund the library.

The nearest library is in Waitsburg, 10 miles away in Walla Walla County. It’s open only 20 hours a week, and only Waitsburg residents can get a library card.

The dispute that set up the vote

The trouble started about a year ago in the library’s basement, which holds the kids and young adult books.

On display in the young adult section, next to “Geometry for Dummies” and underneath a series of Japanese “Demon Slayer” graphic novels, was a book called “What’s the T?” — described as “the no-nonsense guide to all things trans and/or nonbinary for teens.”

Ruffcorn and a small group of parents objected. The book contains sexual content and “was not age appropriate,” she said in an email. (She declined an interview request.) The book is a firsthand account of coming out as transgender and offers explanations and advice on identity, sex and relationships.

The group’s concerns quickly spread to other books they found in the kids and young adult sections. They wanted the library to move about a dozen of them, including “Our Skin: A First Conversation About Race,” “This Book is Anti-Racist,” “Yes! No!: A First Conversation About Consent,” and “When They Call You a Terrorist: A Black Lives Matter Memoir.”

The library director, Todd Vandembark, declined.

“No one has the right to make rules restricting what other people read or use, or to make decisions for other families,” [he wrote at the time](#).

Hoffman, of the Washington Libraries Association, said the books on the list are all found in “hundreds, if not thousands of libraries across the country.”

One book on the list, “Melissa,” is in more than 2,000 libraries, according to WorldCat, the world’s largest library catalog. That’s almost certainly an undercount, Hoffman said, as many smaller libraries maintain their own catalogs and don’t show up on WorldCat.

One person appealed Vandembark’s decision on “What’s the T?” to the library board, which voted 4-1 to leave the book in place.

Ruffcorn, a mother of two who owns a small traveling boutique, and her supporters became regulars at the monthly library board meetings. Suddenly, the typically sleepy meetings were drawing upwards of 100 people.

Things escalated. Ruffcorn accused Vandembark of being “a groomer,” writing on Facebook that he “invites vulnerable children to the library as a safe space.”

This spring, she began circulating petitions to dissolve the library. On Facebook, she changed her cover photo to the words “Let men be masculine again. Let women be feminine again. Let kids be innocent again.”

In June, Vandembark, who had been a librarian at a small college in Iowa before moving to Dayton, announced his resignation, [saying he was tired](#) of the battles and was

leaving Dayton. Vandembark did not respond to a request for comment.

His replacement, Ellen Brigham, created the new parenting section. She moved young adult nonfiction books to the adult section on the main floor.

“We’re walking a really fine line between listening to people who have arguments and remembering that the majority of people who haven’t said anything still use the library,” Brigham said. “We have the entire community to serve.”

About 50 to 60 people typically use the library each day, more if there’s a special event.

For Ruffcorn, moving the books wasn’t enough. The list of about a dozen grew to 165 books “with a highly sexualized topic available downstairs.” Even after the young adult nonfiction was moved upstairs, more than 100 of those books remained downstairs, she said in an email that included screenshots of several books she objected to, including, “It’s Perfectly Normal: Changing Bodies, Growing Up, Sex, and Sexual Health.” The book includes cartoonlike drawings of naked bodies, of couples having sex and of literal birds and bees.

“You cannot access porn on the library computers, but if you want to check it out in paper form it is ok,” Ruffcorn wrote.

Ruffcorn says there is an agenda to desensitize kids to sex. She says kids are not safe in the library to choose books on their own.

“It is the parent’s responsibility to monitor what their kids read,” she wrote. “However the library also needs to take some responsibilities in this as well.”

She worries about field trips and after-school programs at the library.

“Do we realistically think that those chaperones are going to be able to monitor every book the kids pick out, and is it still the parents’ fault for sending their kids to these programs?” she wrote.

At a board meeting last month, she asked for a full list of the books being moved and for changes to the library’s policies on collection development and book challenges. She also asked for the resignation of the chair of the library board and for the library to withdraw from the American and Washington Library associations.

And she submitted a petition to the county auditor — 163 signatures, well above the 107 needed to get on the November ballot.

Up and down Main Street in Dayton

Composed of just a few dozen blocks along the Touchet River, Dayton boasts both the oldest train depot and the oldest operating courthouse in Washington.

On Main Street, the Northwest Grain Growers cooperative displays current wheat prices on an LED sign (\$6.90 a bushel for soft white, \$7.87 for hard red winter).

“It’s a conservative community,” said Jan Budden, who owns a small shop on Main Street selling Old West antiques and Americana. “I think they probably could find a way to shelve the books differently. Advertising an agenda is not a job for the library.”

Columbia County voted 70% for Donald Trump in 2020, the third-highest share in Washington.

A few doors down, Mindy Betzler is the owner and sole full-time employee of Dingle’s of Dayton hardware store, on Main Street since 1920. With a dozen or so cookbooks — “Weber’s Charcoal Grilling,” “Mac & Cheese Genius” — Dingle’s would be pretty much the only in-town source of books if the library closes down.

“If you don’t want your kid to read it, don’t let ’em,” Betzler said of the controversy. “It’s kind of heartbreaking that such a few people can cause such a stir.”

Elise Severe brings her three daughters — Lauren, 7; Madelyn, “almost 5,” and Stella, 3 — to the library once a week or so. It’s been a key activity this summer, between golf camp, swim camp and vacation Bible school.

“I never in a million years thought I would have to fight to keep my library,” Severe said. She intends to help with a “positive information campaign” ahead of November, reminding people of the services the library provides.

Severe, who runs a local political action committee supporting moderate candidates, arrived at the library with her kids on Monday afternoon. But they realized they couldn’t check out any books. Someone had forgotten “The Berenstain Bears Forget Their Manners” at home, and it was overdue. Alas, they made do.

They headed straight to the basement. Bookshelves rim the perimeter of the room. Durable board books for toddlers are on the south side of the room and segue to picture books, chapter books and a young adult fiction section on the north end.

In the middle are toy trucks and farm equipment, train tracks, stuffed animals. There's a semicircle of multicolored foam chairs. A small aquarium could use a cleaning.

Lauren played with a train set. Madelyn poked at the aquarium and its few beleaguered fish.

A couple of older kids played games and watched TikTok on computers nearby.

The library's opponents "present themselves like they are the moral compass for everyone," Severe said.

"You do what is best for you and your family. I will never insert myself into the way you want to teach or educate your kids."

Upstairs, Zella Powers, 85, worked on one of the library's public computers, just reading the news, tootling around, one of a few dozen people a day who come to use the library's internet.

"I don't have a computer at home. It's easier to have it here, and they can help me do it," she said, gesturing toward Brigham behind the front desk. "This could have all been avoided if both sides sat down and sincerely talked."

'It honestly terrifies me'

Deb Fortner's family has farmed wheat on land about 15 miles outside Dayton for four generations. During harvest season, Fortner and eight employees work 7 a.m. to 7 p.m. to cut the wheat and get it to a grain elevator.

"I kind of live under a rock," Fortner said. But she started hearing rumblings about the library brouhaha, read articles in the weekly Dayton Chronicle and saw social media postings about "What's the T?"

So she decided to check it out firsthand. She downloaded the book's audio version and listened to it as she drove her 25-ton John Deere combine through her fields, reaping, threshing and winnowing hundreds of bushels.

"So I listened to that book in two days," Fortner said. "It was a lovely book. There is nothing offensive in that book."

Fortner is now helping lead the campaign to save the library along with Tanya Patton, who is essentially the godmother of the modern Dayton library. Patton served on the board for 14 years, 13 as chair. She tried to keep her distance from the current fight. But she's been pulled in to try to save it.

Patton carries a file of photocopied old newspaper articles — from 1935, 1974, 1999 — telling the history of the library: how a group of Dayton women fundraised for 19 years, how it finally got built with the help of the New Deal Works Progress Administration and \$5,000 from then-Gov. Clarence Martin, how a wealthy local couple paid for a small addition that became the city's only public meeting room, open to all.

Patton led the campaign in 2005 to create the rural library district. The city of Dayton had always funded the library, dating back to its creation in 1937, but resources had dwindled.

The city was providing enough money for only two part-time librarians to open the library 20 hours a week. The city had no budget for new books.

Patton had four school-age children at the time. The library and 4-H were the twin pillars in the kids' lives.

Staring at another funding cut from the city, "you get to this critical mass of, is this library even going to survive?" Patton remembered. "You become a nonessential service really fast compared to streets and roads and sewers. It was too important to turn my back on."

So a push was made for the county to take over funding.

The campaign was successful, with 59% of county voters agreeing to a new taxing district to fund the library. (The vote was 382 to 268.) A few years later, voters annexed the city of Dayton into the library district, so that both city and non-city residents paid the same property tax levy to fund the library, even though Dayton city residents can't vote to keep it open.

A decade and a half later, it's all at risk. Patton and Fortner plan a messaging campaign — a fact sheet, social media, flyers — to inform voters of the library's value.

"The jump from, 'OK, you won't move these books,' to 'So we're going to close the only library in the county' is something I still don't understand," Patton said.

“Our democratic republic was built on this access to information,” she added. “This isn’t just about Dayton. This is about something bigger. And it honestly terrifies me.”

David Gutman, 206-451-2026 or dgutman@seattletimes.com; on Twitter: [@davidgutman](https://twitter.com/davidgutman).

Book battles are raging nationwide. A WA library could be nation's first to close

School district uses ChatGPT to help remove library books

Faced with new legislation, Iowa's Mason City Community School District asked ChatGPT if certain books 'contain a description or depiction of a sex act.'

BY [ANDREW PAUL](#) | PUBLISHED AUG 14, 2023 3:00 PM EDT

Against a nationwide backdrop of [book bans](#) and [censorship campaigns](#), Iowa educators are turning to [ChatGPT](#) to help decide which titles should be removed from their school library shelves in order to legally comply with recent Republican-backed [state legislation](#), *PopSci* has learned.

According to an August 11 article in the Iowa state newspaper *The Gazette*, [spotted by PEN America](#), the Mason City Community School District recently removed 19 books from its collection ahead of its quickly approaching 2023-24 academic year. The ban attempts to comply with a new law requiring Iowa school library catalogs to be both “age appropriate” and devoid of “descriptions or visual depictions of a sex act.” Speaking with *The Gazette* last week, Mason City’s Assistant Superintendent of Curriculum and Instruction Bridgette Exman argued it was “simply not feasible to read every book and filter for these new requirements.”

“Frankly, we have more important things to do than spend a lot of time trying to figure out how to protect kids from books,” Exman tells *PopSci* via email. “At the same time, we do have a legal and ethical obligation to comply with the law. Our goal here really is a defensible process.”

According to *The Gazette*, the resulting strategy involved compiling a master list of commonly challenged books, then utilizing a previously unnamed “AI software” to supposedly provide textual analysis for each title. Flagged books were then removed from Mason City’s 7-12th grade school library collections and “stored in the Administrative Center” as educators “await further guidance or clarity.” Titles included Alice Walker’s *The Color Purple*, Margaret Atwood’s *The Handmaid’s Tale*, Toni Morrison’s *Beloved*, and Buzz Bissinger’s *Friday Night Lights*.

“We are confident this process will ensure the spirit of the law is enacted here in Mason City,” Exman said at the time. When asked to clarify what software Mason City administrators harnessed to help with their decisions on supposedly sexually explicit material, Exman revealed their AI tool of choice: “We used Chat GPT [sic] to help answer that question,” says Exman, who believes [Senate File 496](#)’s “age-appropriateness” stipulation is “pretty subjective... [but] the depictions or descriptions of sex acts filter is more objective.”

According to Exman, she and fellow administrators first compiled a master list of commonly challenged books, then removed all those challenged for reasons other than sexual content. For those titles within Mason City’s library collections, administrators asked ChatGPT the specific language of Iowa’s new law, “Does [book] contain a description or depiction of a sex act?”

“If the answer was yes, the book will be removed from circulation and stored,” writes Exman.

OpenAI's ChatGPT is arguably the most well-known and popular—as well as controversial—generative AI program currently available to the public. Leveraging vast quantities of data, the large language model (LLM) offers users extremely convincing written responses to inputs, but often with caveats regarding [misinformation](#), [accuracy](#), and [sourcing](#). In recent months, [researchers have theorized](#) its consistency and quality appears to be degrading over time.

Upon asking ChatGPT, “Do any of the following books or book series contain explicit or sexual scenes?” OpenAI's program offered *PopSci* a different content analysis than what Mason City administrators received. Of the 19 removed titles, ChatGPT told *PopSci* that only four contained “Explicit or Sexual Content.” Another six supposedly contain “Mature Themes but not Necessary Explicit Content.” The remaining nine were deemed to include “Primarily Mature Themes, Little to No Explicit Sexual Content.”

Regardless of whether or not any of the titles do or do not contain said content, ChatGPT's varying responses highlight troubling deficiencies of accuracy, analysis, and consistency. A repeat inquiry regarding *The Kite Runner*, for example, gives contradictory answers. In one response, ChatGPT deems Khaled Hosseini's novel to contain “little to no explicit sexual content.” Upon a separate follow-up, the LLM affirms the book “does contain a description of a sexual assault.”

Exman tells *PopSci* that, even with ChatGPT's deficiencies, administrators believe the tool remains the simplest way to legally comply with new legislation. Gov. Kim Reynolds' [signed off](#) on the new bill on May 26, 2023, giving just three months to comply.

“Realistically, we tried to figure out how to demonstrate a good faith effort to comply with the law with minimal time and energy... When using ChatGPT, we used the specific language of the law: ‘Does [book] contain a description of a sex act?’ Being a former English teacher, I have personally read (and taught) many

books that are commonly challenged, so I was also able to verify ChatGPT responses with my own knowledge of some of the texts. After compiling the list, we ran it by our teacher librarian, and there were no books on the final list of 19 that were surprising to her.

For now, educators like Exman are likely to continue receiving new curriculum restrictions from politicians hoping to advance their agendas. Despite the known concerns, the rush to adhere to these guidelines could result in continued utilization of AI shortcuts like ChatGPT.



Andrew Paul

Andrew Paul is Popular Science's staff writer covering tech news. Previously, he was a regular contributor to The A.V. Club and Input, and has had recent work also featured by Rolling Stone, Fangoria, GQ, Slate, NBC, as well as McSweeney's Internet Tendency. He lives outside Indianapolis.



Secretary of State condemns rash of bomb threats at libraries

NPR Illinois | 91.9 UIS | By [Sean Crawford](#)

Published August 22, 2023 at 10:42 AM CDT



Campaign Website
Alexi Giannoulias

Several Illinois libraries have been the target of bomb threats in recent days, according to Secretary of State Alexi Giannoulias. He issued a statement Tuesday morning.

"As the State's Librarian, I strongly condemn these threats of violence and intimidation that are unfortunately becoming all too common at libraries in Illinois and across our nation. The bomb threats received by Illinois libraries during the past several days represent a troublesome and disturbing trend that has escalated from banning books, to harassing and criminalizing librarians and now to endangering the lives of innocent people," he said.

The Secretary of State's Office did not say how many threats have been received, or which libraries may have been targeted. [News reports](#) indicated some facilities received threats in the Chicago area.

No injuries have been reported and, at least in some cases, police have been able to determine the threats were not credible.

The ACLU of Illinois also issued a statement about the threats.

"We should all be clear. The recent threats result from ideologically driven attacks on libraries, attacks from a small handful of loud voices who seek to ban books and displays that reflect and elevate the experiences and views of LGBTQ+ people, people of color and other voices too often ignored in our society. The language and misinformation driving these book bans sadly lead some to believe that threats of violence are an appropriate response to children's books they do not like," the ACLU said.

"Threats of violence against libraries make clear that each of us must support the work of all librarians across Illinois. It is time that we unite as a state in opposing the voices of anger that want to ban books and not allow ourselves to be coerced by threats. We encourage everyone to show support for their public library by increasing your patronage, attending a library board meeting or sharing a message of support with your local librarians. It is time to speak up."

Earlier this year, Giannoulas spearheaded the effort to pass a law punishing libraries that ban books. The governor later signed the measure that allows withholding funding to public or school libraries. Giannoulas said the bans are about "restricting the freedom of ideas that some disagree with."

"I wholeheartedly support our libraries, which are committed to serving our communities as safe, welcoming havens to learn and access ideas and especially our librarians who are dedicated public servants devoted to treating people with dignity and respect. Libraries and librarians protect our First Amendment right to free speech and our constitutional right to read," Giannoulas said.

"We must join together to stand up to fringe elements that resort to threats of violence and seek to destroy the fundamental freedoms that our nation was founded upon."



Illinois Library Association

Statement from ILA Regarding Bomb Threats Targeting Libraries

The communities of Gurnee, Morton Grove, Oak Park, Park Ridge, and Wilmette have all recently experienced bomb threats against their libraries. These incidents were false alarms, and all staff members are safe.

The Illinois Library Association (ILA) strongly condemns all forms of violence, threats of violence, and other acts of intimidation in Illinois libraries. Throughout the state and the nation, library professionals continue to face threats to their personal safety and welfare.

Libraries are rightfully considered the cornerstones of democracy and freedom of speech. We understand our unique role in society and embrace the responsibility of providing all residents in our state with access to reliable and accessible information.

In light of these threats it is imperative that we stand together and not allow them to hinder us from our commitment to continue to connect communities to resources, contribute to community development, and foster education and knowledge.

CHICAGO SUN*TIMES

[EDITORIALS COMMENTARY](#)

Protect access to books and ideas at libraries facing threats of violence

It's a dangerous moment for a society when the very places that should be sources of ideas and community are held hostage by nameless individuals.

By [CST Editorial Board](#)

Aug 31, 2023, 6:00am CDT

In the turbulent Vietnam War era, some college campus buildings were temporarily closed because anonymous callers said they had planted bombs, though often it turned out they hadn't. College educations suffered.

Now public libraries around the Chicago area and the nation — already beset by demands to remove books from their collections — are shutting their doors to give police time to search for bombs that anonymous messages say were planted. Although the closures haven't lasted long, it's a dangerous moment for a society when the very buildings that should be places of ideas and community are held hostage by a nameless individual or individuals who want to undermine the ideals for which libraries stand.

Libraries are venues in which to discover new ideas, going beyond what is taught in schools and acting as the people's universities for those seeking a lifelong education. The traditional image of a library as a building in which silence should reign belies its true role as an access point for free speech and fresh concepts that can be both eye-opening and controversial.

Earlier this month, the Oak Park Public Library faced a warning its three buildings would be blown up. Similar threats targeted libraries in Morton Grove and Gurnee, and also Wilmette and Park Ridge, which both received more than one. The Vernon Area Public Library in Lincolnshire received a bomb threat on Tuesday. Libraries in Glenview and Glencoe closed temporarily for safety reasons, even though they did not receive direct threats. In each case, the buildings were reopened after police searches.

Elsewhere, a Yolo County library building in Davis, California, was evacuated briefly on Monday after a bomb threat. In all, that library received three bomb threats. The Iowa City Public Library was evacuated Tuesday afternoon after receiving a bomb threat. Tulsa, Oklahoma, elementary schools were targeted with bomb threats four times over the past week in an apparent dispute over book bans, one of numerous bomb threats in the Tulsa area.

Ironically, the late author Ray Bradbury — who wrote, “Without libraries what have we? We have no past and no future” — was born in Waukegan, less than five miles from the Warren-Newport Public Library, which also was the target of a recent bomb threat, sent via email.

After investigating, police said the suburban threats were “not credible.” But that misses the point. The intended damage was done.

To deter such threats in the future, investigations must continue until the person or persons who made the threats are tracked down and called to account, just as a Maryland man was arrested in March for allegedly spray painting “Groomer” on two libraries.

Threats of violence put library board members and staff in a difficult position. In the Vietnam War era, most threats to blow up campus buildings were “not credible.” But in 1970, a building was blown up at the University of Wisconsin-Madison, killing a postdoctoral researcher. Library buildings are vulnerable, built to be open and welcoming without such onerous security measures as checking backpacks and putting metal detectors at entrances.

Librarians have had a rough go of it in this century. The 2001 Patriot Act threatened librarians with sanctions if they disclosed federal agents had accessed the library records of patrons.

Now, some groups want to ban books, and in some states, laws are being passed that threaten libraries and librarians who don't comply. Both the Illinois Library Association and the American Library Association say efforts to ban certain library books are at an all-time high.

Some politicians and people on social media have called librarians pedophiles. Some librarians have quit or have been fired for refusing to remove books.

Suzy Wulf, assistant director at the Prospect Heights Public Library, told us many librarians are stunned by the new antagonism because for so long libraries have been trusted and revered institutions.

“Libraries have always provided information on both sides,” Wulf said. “We have to have all of the information out there.”

At a moment like this, people who value libraries must vocally support them and push back against those who would hobble communities’ centers of intellectual exploration. Ed Yohnka of the American Civil Liberties Union of Illinois suggests attending library board meetings to show support. As the Illinois Library Association said in a statement, “Libraries are rightfully considered the cornerstones of democracy and freedom of speech.”

Americans are fortunate to have libraries dedicated to the free flow of ideas and information. But they live in a time when they need to stand tall to protect those resources.

Daily Herald opinion: Persistent threats based on political beliefs disrupt the tolerance that makes democracy work

Daily Herald Editorial Board

Updated 8/30/2023 6:39 AM

This editorial is a consensus opinion of the Daily Herald Editorial Board.

Extreme and dangerous behavior is nothing new, and it's certainly not subsiding. In just the last few weeks, we've noticed an increase in outrageous threats by people who think nothing of the fear and harm they're causing by putting their own viewpoints ahead of the community's welfare.

Let's review the most recent events that are cause for concern.

On Aug. 3, a Winfield man was charged with threatening a public official over her stance on how the Wheaton Warrenville Unit District 200 school board should handle controversial books.

On Aug. 21, a Plainfield woman was charged with sending emails threatening to shoot former President Trump and his 17-year-old son, Barron, "straight in the face at any opportunity that I get."

Most recently, there was a rash of bomb threats targeting suburban libraries. Park Ridge, Gurnee, Wilmette, Morton Grove and Oak Park libraries were harassed, forcing some buildings to temporarily close.

All three cases share a common denominator -- opposing political ideologies. There is nothing wrong with these differing viewpoints, but there is something very wrong with this unnerving behavior.

Where is the self-control?

Where is the civility?

Where are the calm and constructive conversations we should be having with friends and neighbors in an attempt to understand opposing viewpoints, agreeing to disagree and showing respect to our fellow humans?

A beauty of democracy is that it doesn't require everyone to think alike. But it does require that everyone tolerate the views of others who do not think like they do. Threatening others because we don't agree with them is conduct we should all reject in our social circles, communities, schools, families and workplaces.

We encourage people to lower the temperature and reassess their emotional barometers, regardless of their political points of view, and emphasize understanding and tolerance.

This was Secretary of State Alexi Giannoulias' message when he issued a news release last week, condemning the recent threats toward libraries.

"The bomb threats received by Illinois libraries during the past several days represent a troublesome and disturbing trend that has escalated from banning books, to harassing and criminalizing librarians and now to endangering the lives of innocent people," he said. "We must join together to stand up to fringe elements that resort to threats of violence and seek to destroy the fundamental freedoms that our nation was founded upon."

We're saddened that such a statement needs to be made, and it's a disturbing situation for a community when a library, of all places, has to close its doors to keep patrons safe.

Libraries are where we come together to learn, relax, study and work. We should feel safe in a library, regardless of what book we choose to read.

When people don't approve of a book on a shelf, or a book removed from a shelf, or a political leader's views, we need reasonable behavior and constructive conversations where they listen more than they talk, where empathy and understanding outweigh hatred and intolerance.

Then, we hope, cooler heads will prevail.



Conservative Book Ban Push Fuels Library Exodus From Chicago-Based American Library Association

BY MEAD GRUVER

Updated 6:35 AM CDT, September 5, 2023

CHEYENNE, Wyo. (AP) — After parents in a rural and staunchly conservative Wyoming county joined nationwide pressure on librarians to pull books they considered harmful to youngsters, the local library board obliged with new policies making such books a higher priority for removal — and keeping out of collections.

But that's not all the library board has done.

Campbell County also withdrew from the American Library Association, in what's become a movement against the professional organization that has fought against book bans.

This summer, the state libraries in Montana, Missouri and Texas and the local library in Midland, Texas, announced they're leaving the ALA, with possibly more to come. Right-wing lawmakers in at least nine other states — Arizona, Georgia, Illinois, Louisiana, Mississippi, Pennsylvania, South Carolina, South Dakota and Wyoming — demand similar action.

Part of the reason is the association's defense of disputed books, many of which have LGBTQ+ and racial themes. A tweet by ALA President Emily Drabinski last year in which she called herself a "Marxist lesbian" also has drawn criticism and led to the Montana and Texas state library departures.

"This is the problem with the American Library Association, it has changed from an organization that helped communities and used common sense into one that just promotes a view," said Dan Kleinman, a blogger and longtime ALA critic.

Widely disputed books over the past couple years include Maia Kobabe's graphic memoir "Gender Queer," Juno Dawson's "This Book Is Gay," and Toni Morrison's "The Bluest Eye," [the ALA points out](#).

In northeastern Wyoming's Campbell County, a coal-mining area where former President Donald Trump got 87% of the vote in 2020, library board meetings have been packed and often heated for over two years now.

After [a local outcry](#) over a drag queen story hour and an [unsuccessful attempt to prosecute](#) library officials over books in the library's children's section, a library board with several new members appointed by the County Commission withdrew from the ALA last year.

"We were the first library in nation to do this. And now it has progressed to something to something I couldn't even have imagined," library board member Charles Butler said. "And all we were ever worried about was the sexualization of children."

The nonprofit American Library Association denies having a political agenda, saying it has always been nonpartisan.

"This effort to change what libraries are, or even just take libraries away from communities, I think, is part of a larger effort to diminish the public good, to take away those information resources from individuals and really limit their opportunity to have the kinds of resources that a community hub, like a public library, provides," said Deborah Caldwell-Stone, director of the American Library Association's Office of Intellectual Freedom.

The ALA won't say how many libraries are members of the group but denied any "mass exodus."

The troubles come as individual membership in the ALA is down 14% since 2018 to about 49,700, the lowest since 1989, according to figures on the organization's website. The ALA attributes the decline to suspended library conferences during the pandemic.

While librarians pride themselves about being open to different perspectives and providing access to different kinds of materials, political leaders telling them to part with the ALA runs against that, said Washington University in St. Louis law professor Gregory Magarian.

Magarian has been following Missouri's departure from the ALA amid a debate over who may take part in local library "story hours" and new state rules that seek to limit youth access to certain books deemed inappropriate for their age.

"When you see state governments kind of replacing that type of control by librarians with greater control by politically motivated, politically ambitious, politically polarized government officials, I think that's really troubling for the prospects for free access to ideas," Magarian said.

In Campbell County, recent library policy changes remove the ALA's "Library Bill of Rights," which states: "A person's right to use a library should not be denied or abridged because of origin, age, background, or views."

The new policy says the library system takes seriously keeping "obscene sexually explicit or graphic materials" out of youth sections and can apply that priority in the routine "weeding" of damaged, unused and out-of-date books.

When library Director Terri Lesley expressed doubts about doing that, the board asked her to resign. After she refused, the board voted 4-1 to fire her.

"If we just start moving books, it is really putting the library staff in a bad position legally," Lesley said at a library board meeting just before her firing July 28. "This raises First Amendment concerns with no right to appeal or challenge books that have been weeded."

She singled out MassResistance, an anti-LGBTQ+ group, and Liberty Counsel, a conservative legal advocacy group, for working together on the library policy changes, a claim supported by a July 19 [post on the MassResistance website](#).

Lesley won an ALA award last year for "notable contributions to intellectual freedom" and "personal courage in defense of freedom of expression." She did not return a message seeking comment and Butler and ALA officials declined to comment on her firing.

"People should be running their own libraries based on common sense, community standards and the law," said Kleinman, the ALA critic and blogger. "And if library directors don't want to go along with that? Goodbye."

Kleinman last month launched an alternative to the ALA, the World Library Association, which he said will offer new policy guidelines for libraries.

“We’re going to return things to commonplace, community standards,” Kleinman said.

Butler and Campbell County Library Board Chairwoman Sage Bear, who did not return phone and email messages seeking comment, have joined as “team members” of the World Library Association. Butler said he hoped the new association will eventually offer librarian continuing education that Campbell County can no longer provide through the ALA.

So far, state library associations — private, professional organizations that resemble the American Library Association, but on a state level — are sticking with the American Library Association. Wyoming librarians don’t always see eye-to-eye with the ALA but the Wyoming Library Association has no plans to cut ties, President Conrado Saldivar said.

Wyoming librarians are being “constantly critiqued” but they — not the ALA — are the ones who control their collections based on community needs, Saldivar added.

“ALA is not telling our library workers, our collection development librarians, you have to have this book in your library collection,” Saldivar said.

Republican Gov. Mark Gordon looks to be on the same page, criticizing as a “media stunt” a recent letter from 13 state lawmakers and Wyoming’s secretary of state asking him to pull the Wyoming State Library from the ALA.

“The letter implies that Wyoming citizens — Wyoming parents — are not capable of deciding how best to govern themselves and need the self-appointed morality police to show them the way,” Gordon said in a statement.

He called for discussion about the ALA’s “organizational drift” but is keeping the Wyoming State Library in the ALA, at least for now. Whether still more states and communities decide to leave remains to be seen amid what Caldwell-Stone described as a new push to question the group’s very existence.

“We have to question whose agenda is served by taking away library service from the people and taking away the liberty to make ones own choices about one’s own reading,” she said. “Because that’s what we’re here for.”



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CHICAGO SUN*TIMES

Libraries in Chicago, suburbs receive bomb threats

Libraries in Chicago, Aurora, Addison and Evanston were targeted. The incidents were investigated and deemed unfounded. “It’s a little horrifying,” said a student studying at Harold Washington Library Center.

By [Cindy Hernandez](#) and [Emmanuel Camarillo](#)

Updated Sept 12, 2023, 8:56pm CDT

Libraries in Chicago and surrounding suburbs were closed Tuesday after receiving bomb threats.

An employee at the Harold Washington Library Center, 400 S. State St., received an anonymous email saying that there was a bomb inside the building, Chicago police said. A bomb squad and canine units were sent to do a sweep of the building at about 3:50 p.m. but did not find any sign of a threat.

Library patrons were unaware that a threat had been made against the building.

Jonathan Eig, author of the new Martin Luther King Jr. biography “King: A Life,” gave a talk on his book at the library Tuesday evening.

He said the thought of canceling his event because of the threat hadn’t crossed his mind.

“Sadly, we live in a time where this seems to be happening more and more, but I did not really take it too seriously,” Eig said. “It’s sad that anybody would want to threaten a library, a place where we’re all supposed to come together.”

He added that he was thankful the issue was quickly resolved and that there was a good turnout for his talk despite the threat.

Similar threats were received Tuesday at libraries in surrounding suburbs. They came as Illinois Secretary of State Alexi Giannoulias testified at a Senate hearing about the state's first-in-the-nation ban against bans. The bill was signed by Gov. J.B. Pritzker on June 12.

Noah Wright, a 20-year-old student from Columbia College Chicago who was studying at Harold Washington, said bans on books were "kind of scary."

"Books, especially being at a library, is like free education, so it feels like we're going backwards in time," Wright said, adding that the measures were akin to those in Germany under the Nazi regime.

"It's a little horrifying," Wright said. "I'm appreciative that I'm in a location where books that are banned [in] other places I still have access to, but I'm very scared for the new generation."

The threats made against libraries in the suburbs were also deemed unfounded.

Officers responded to a call of a bomb threat at The Addison Public Library, 4 Friendship Plaza, at about 2 p.m. As a precaution, all village buildings and the library were evacuated and closed to the public. A bomb squad searched the building and determined the threat was unfounded.

Aurora police evacuated all three of the city's public libraries and shut down surrounding roads after receiving a similar threat through an "online source" just before 3 p.m. The libraries are located in the 100 block of South River Street, the 500 block of South Eola Road and the 200 block of South Constitution Drive.

Around 3:45 p.m., the Evanston Public Library, 1703 Orrington Ave., also received a bomb threat, and the Cook County Sheriff's Bomb Squad was sent to evacuate the building. No evidence of a bomb was located, police said.

In August, the Oak Park Public Library received a warning that its three buildings would be blown up. Similar threats around the same time targeted libraries in Morton Grove and Gurnee, and also in Wilmette and Park Ridge. The Vernon Area Public Library in Lincolnshire also received a bomb threat. Libraries in Glenview and Glencoe were closed temporarily for safety reasons, even though they did not receive direct threats.

In each case, the buildings were reopened after police searches.

Steve Degenhardt, 58, who used to live in Chicago but now resides in Massachusetts, stopped by Harold Washington on Tuesday to check out a book for old times' sake.

Degenhardt said he's not in favor of book bans, but that there should be some rules on content for children, as there are for other media. However, he thinks some states are taking it too far.

"There should be some limitations on appropriate reading for kids, but it seems like it's extending well beyond that these days," Degenhardt said. "It could also be up to the parents. Movies are somewhat similar, there are restrictions on things like that. But I think they are being banned today for the wrong reasons."

Degenhardt also said Illinois' decision to ban book bans seemed "counterintuitive," but added that it's a fair response to states that are making it easier to restrict access to certain materials.

"You shouldn't have to pass a law to do something like that, but if it comes down to that, similar tactics are being used on the other end," Degenhardt said.

Date:
To: Ma
From:
Contact

Fecha:

Para: Mary Medjo Me Zengue, Directora

De: *Yesenia B*

Número de Teléfono:

- Please follow-up with me
- Please keep my comment anonymous

- Favor de darle seguimiento y a mantenerme informado
- Deseo mantener mi comentario anónimamente

Let us know how we've served you well, what we should try next, and where we stand to improve. We appreciate your feedback!

Su opinión cuenta, por favor déjenos saber de qué manera podemos ayudarle la siguiente vez que nos visite. ¿Cree que debemos mejorar? ¿Qué programas le gustaría que incluyéramos? Apreciamos su comentario.

I CAN NOT THANK YOUR STAFF ENOUGH FOR HELPING ME MAKE FLYERS FOR MY LOST PUPPY. THEY ARE SO SMART + POLITE

estoy muy agradecido y satisfecho

por la ayuda que me brindado

Dios los bendiga

*THANKS
ADDISON LIBRARY
EMPLOYEES*

Translation:

I am very grateful and satisfied for the help you have given me

God bless you

Date:

To: Mary Medjo Me Zengue, Director

From:

Contact:

- Please follow-up with me
 Please keep my comment anonymous

Let us know how we've served you well, what we should try next, and where we stand to improve. We appreciate your feedback!

I work with Rosario a nice lady in Addison Library. She always willing to help everybody. I wish her a success in her job. She needs promotion. Thanks.

Paul
630 313-9121

Date: 8/28/23

To: Mary Medjo Me Zengue, Director

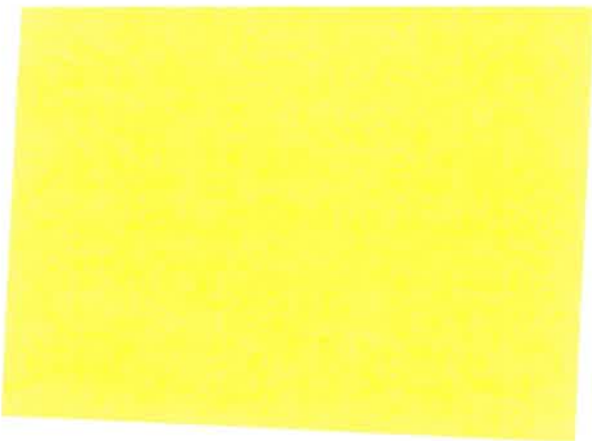
From:

Contact: jperez_0203@yahoo.com

- Please follow-up with me
 Please keep my comment anonymous

Let us know how we've served you well, what we should try next, and where we stand to improve. We appreciate your feedback!

Steve was so helpful. Upon calling this morning he was so kind on the phone and answered my questions. He then helped set me up with a room and was so nice assisting with everything. Thank you Steve for your help today. I appreciate it more than you know!

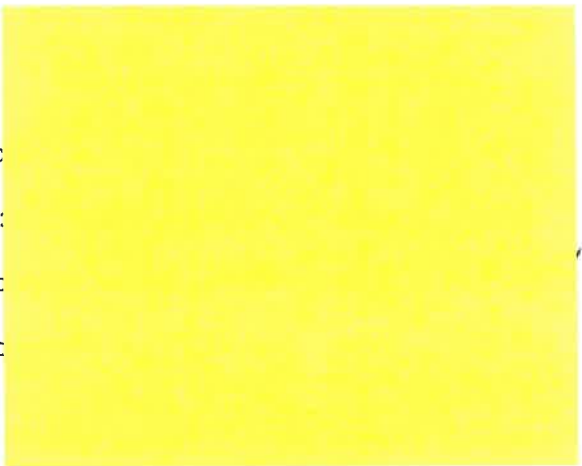


- Please follow-up with me
- Please keep my comment anonymous

Let us know how we've served you well, what we should try next, and where we stand to improve. We appreciate your feedback!

Lucas was stem helpful to me. He is a great employee.

De
To:
Fr
Co



- Please follow-up with me
- Please keep my comment anonymous

Let us know how we've served you well, what we should try next, and where we stand to improve. We appreciate your feedback!

I am so pleased to have the FAY service for FREE! Really helps me as I am between jobs.

Thank you to whoever approved this decision.

Municipal Minute

Municipal Minute <jtappendorf@ancelglink.com>

Thu 8/31/2023 9:11 AM

To: Mary Medjo Me Zengue <medjo@addisonlibrary.org>

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Municipal Minute

[PAC Finds OMA Violation Where Committee Members Discussed Committee Business Outside Proper Meeting](#)

In another advisory PAC opinion shared by a reader, the PAC reviewed a complaint that two committees of a public body violated the OMA where committee members discussed public business outside of a properly noticed meeting. [2023 PAC 75602](#).

The PAC found one committee in violation of the OMA while finding the other committee did not violate the OMA. Although the topic of discussion between the respective committee members was the same, the reason for the distinction was the nature of the respective committee's jurisdiction. In one case, the PAC determined that the committee's jurisdiction included the topics discussed by the members so a majority of a quorum of that committee discussing that topic outside of a properly noticed meeting violated the OMA. With respect to the other committee, however, the PAC determined that this committee's jurisdiction had nothing to do with the topic discussed by the committee members, so their discussion outside of a meeting did *not* trigger the OMA.

This is a good reminder to members of public bodies to be careful not to discuss with a majority of a quorum of their public body any topics related to the business of the public body of which they are a member outside of a properly noticed meeting.

Municipal Minute is authored by Julie Tappendorf, a partner at the Ancel Glink law firm in Chicago, to provide timely legal updates on topics of interest to local governments.

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GLENBARD TOWNSHIP HIGH SCHOOL DISTRICT 87

596 Crescent Boulevard, Glen Ellyn, IL 60137-4297 (630) 469-9100 www.glenbard87.org

September 8, 2023

Dear Community Leader,

I hope this note finds you doing well and enjoying the transition of seasons.

I'm writing to let you know that Glenbard District 87 will host Facility Planning Community Forums to share information about development of our new 10-year facility plan. Our buildings range in age from 50 to 100 years. While they have served us well, it is time to invest in needed upgrades to protect our community's investment in our high schools.

I look forward to sharing information about our districtwide facility needs and a new 10-year facility plan to address those needs. The facility plan will consider instructional best practice, safety and opportunities to connect and collaborate.

The Facility Planning Community Forums will be an open house format from 5:30 to 8 p.m. on the following dates:

- September 20 at Glenbard East, 1014 S. Main St. in Lombard
- September 21 at Glenbard North, 990 N. Kuhn Road in Carol Stream
- September 27 at Glenbard West, 670 Crescent Blvd. in Glen Ellyn
- September 28 at Glenbard South, 23W200 Butterfield Road in Glen Ellyn

Can I count on you to join us at one of the Facility Planning Community Forums?

Also, will you help spread the word about this vitally important endeavor by sharing the attached community forum flier with those in your network and others in the community?

I hope to see you at one of our Facility Planning Community Forums.

Sincerely,

A handwritten signature in black ink, appearing to read "David F. Larson", written over a large, stylized, loopy flourish.

David F. Larson, Ed.D.
Superintendent
Glenbard Township High School District 87

FACILITY PLANNING COMMUNITY FORUMS

GLENBARD DISTRICT 87



JOIN US AT AN UPCOMING FACILITY PLANNING COMMUNITY FORUM

LEARN ABOUT GLENBARD HIGH SCHOOL DISTRICT 87'S FACILITY NEEDS and the development of a new 10-year facility plan to address those needs and support our students.

Glenbard's four high schools range in age from **50 to 100 years old**, and each has a variety of capital improvement needs. Additional funding will be needed to support the new plan.

Complete necessary warm/safe/dry projects.

Improve safety and address entryway congestion.

Accelerate renovation of science labs.

Enhance access to student resources, including college and career counseling.

Create spaces to support Profile of a Graduate learning experiences.



Glenbard's new long-range facility plan will consider **safety, instructional best practices and opportunities to connect and collaborate**. The plan will create spaces to support learning experiences aligned with our Profile of a Graduate. A Glenbard graduate communicates, thinks critically, embraces diversity, creates, collaborates and is self-empowered.



▼ We want to hear your thoughts. Join us for a Facility Planning Community Forum at any of our high schools.

*The community forums will be an **open house** format from **5:30 to 8 p.m.** Stop by any time to learn more and take a building tour.*

EAST

SEPTEMBER 20, 2023

Glenbard East High School

1014 S Main St.

Lombard, IL 60148

NORTH

SEPTEMBER 21, 2023

Glenbard North High School

990 Kuhn Rd.

Carol Stream, IL 60188

WEST

SEPTEMBER 27, 2023

Glenbard West High School

670 Crescent Blvd.

Glen Ellyn, IL 60137

SOUTH

SEPTEMBER 28, 2023

Glenbard South High School

23W200 Butterfield Rd.

Glen Ellyn, IL 60137



LEARN MORE

glenbard87.org/long-range-facility-plan