

AGENDA
SHOREWOOD-TROY PUBLIC LIBRARY DISTRICT
BOARD OF TRUSTEES
650 Deerwood Dr., Shorewood, IL 60404

September 14, 2023
Public Hearing/Special Board Meeting
6:30 p.m.

A Public Hearing on the Budget and Appropriations Ordinance for the Shorewood-Troy Public Library District for FY 2023/2024 will be held at 6:30 p.m. on Thursday, September 14, 2023. The Hearing will be held at the Library (Meeting Room A) at 650 Deerwood Dr., Shorewood, IL. The hearing will immediately be followed by the board's regular meeting at 7:00 p.m.

September 14, 2023
General Meeting
7:00 pm.

1. Welcome
2. Call to order and roll call of Trustees
3. Changes/Additions to Agenda
4. Approval of Minutes:
 - Regular meeting, August 10, 2023
5. Comments from the Public

MEMBERS OF THE PUBLIC ARE INVITED TO SPEAK TO THE BOARD. COMMENTS ARE TO BE LIMITED TO THREE MINUTES OR LESS. DUE TO OPEN MEETINGS ACT RESTRICTIONS, ACTIONS MAY NOT BE TAKEN ON ITEMS NOT ALREADY ON THE AGENDA, BUT ACTION MAY BE DEFERRED TO A LATER BOARD MEETING.
6. Treasurer's Report – August 2023
7. Approval and Payment of Bills
8. Correspondence
9. Reports
 - a. Director's Report with personnel– Jennie Cisna Mills
 - b. Department Heads
10. Old Business
 - a. Re-Invest \$100,000 with PMA (**Action**)
 - b. Approve revised Whistle-Blower Policy (**Action**)
11. New Business –
 - a. Audit presentation by Mack & Associates (**Presentation**)
 - b. Approval of FY23 Audit (**Approval**)
 - c. Approve FY24 Budget and Appropriations Ordinance 23-2 (**Action**)
 - d. Approve Chief Fiscal Officer's Statement of Revenues, FY24 (**Action**)
 - e. Approve Tracy Caswell to attend ILA's Trustee Day on October 26th, 2023, with a mileage, per diem & hotel stay for one night for \$771.03 (**Action**)
 - f. Approve Jennie Mills to attend the entire ILA conference with a rental car & per diem at \$732 (**Action**)

- g. Approve Becky Goode & Sarah Haish to attend one day of ILA conference with mileage & per diem at \$838.53 (**Action**)
- h. Approve setting the levy rate at 9.9% to allow for the creation of the levy document (**Action**)
- i. Approve Resolution 23-4 LIMRiCC to Allow Administrative Amendments to the Intergovernmental Agreement (**Approval**)
- j. Approve Resolution 23-5 LIMRiCC to Allow Substantive Amendments to the Intergovernmental Agreement (**Approval**)
- k. Approve three-year renewal of Intergovernmental Agreement with Troy 30-C for issuance of LibraryLink library Cards to eligible students (**Approval**)
- l. Approval of Request for proposal for website redesign to accommodate Americans with Disability Act needs (**Approval**)
- m. Placement of community dropboxes – ARPA grant (**Discussion**)
- n. Strategic Plan (**Discussion**)

12. Close to go into Executive Session: 5 ILCS 120/2(c) The purchase or lease of real property for the use of the public body

13. Reopen to Open Session. No action is expected to be taken.

14. Announcements

- a. Agenda Setting for October's Board Meeting
- b. September is National Library Card Sign-Up Month
- c. Friends of the Library Book-sale on September 15th & 16th.

Individuals requiring special accommodations as specified by the Americans with Disabilities Act are requested to notify the Shorewood-Troy Public Library District Director at 815-725-1715 at least 24 hours before the meeting date.

For further information regarding this meeting agenda, please contact:

Jennie Cisna Mills, Director
Shorewood – Troy Public Library District
650 Deerwood Dr., Shorewood, IL 60404
815-725-1715, jmills@shorewoodtroylibrary.org

**SHOREWOOD-TROY PUBLIC LIBRARY DISTRICT
BOARD MEETING
August 10, 2023**

The regular meeting of the Shorewood-Troy Public Library Board of Trustees was called to order by the Vice-President Vito Schultz, at 7:00 p.m. on August 10, 2023. The meeting occurred in Meeting Room A of the Library at 650 Deerwood Dr., Shorewood, IL 60404.

ROLL CALL:

TRUSTEES PRESENT:

- | | |
|--------------------|------------------|
| 1. Karen Voitik | 2. Vito Schultz |
| 3. Arthetta Reeder | 4. Tracy Caswell |
| 5. Bob Stahl | 6. Krysten McGee |

STAFF PRESENT:

Jennie Mills, Director
Cindy Norman, Finance Clerk

VISITORS PRESENT:

CHANGES/ADDITIONS TO AGENDA: None

APPROVAL OF MINUTES:

Treasurer Stahl moved that the regular meeting minutes on July 13, 2023, be approved.
Secretary Voitik seconded the motion. All members voted 'yes' to approve. Secretary Voitik abstained.

COMMENTS FROM THE PUBLIC: None

TREASURER'S REPORT:

Cash on Hand Beginning of July 2023	\$ 964,875.42
Cash received during July 2023	107,382.83
Disbursements July 2023	<u>(222,367.24)</u>
Cash on Hand End of June 2023	\$ 849,891.01

Location and Denomination of Cash

Petty Cash	\$ 300.00
General Fund Checking – Chase	33,540.95
Money Market Fund – Chase	169,362.02
Money Market Fund – Old Plank Trail	360,580.77
Payroll Account – Chase	10,462.25
License Plates – Chase	1,217.41
Money Market – Old Plank Trail	22,654.18
Money Market – Old Plank Trail	150,330.10
PMA Financial CD80197	<u>101,443.33</u>
 TOTAL	 \$849,891.01

APPROVAL AND PAYMENT OF BILLS:

Director Mills noted that the Newsletter gets sent out to approximately 7,000 households; the Ancil Glink charge was for parking lot-related issues; and the \$20,000 Overdrive charge was for Libby content and was already budgeted for. Secretary Voitik moved that the bills presented for payment be approved. Trustee Reeder seconded the motion. A roll call vote was taken; the motion passed. All Trustees present voted 'yes.'

CORRESPONDENCE: Patrons have been using the comment cards to provide feedback regarding their experience at the Library. Director Mills will continue to share all feedback with the Board.

LIBRARIAN'S REPORT:

- a. Director's Report with personnel
 - The Audit is complete, and Mack & Associates will present at the September board meeting.
 - The DCEO parking lot grant will be extended to February 2025 for completion.
 - The Board was happy with the flyer that was sent out highlighting our end of fiscal year numbers. It was very clear and gave a good overview of the ways we serve the community.
- b. Department Heads
 - Director Mills noted that the dip in check ins/outs for Circulation was most likely due to DVD's not being checked out as much.
 - Adult summer read completion was low but that is normal. Adult patrons tend to sign up when their children sign up but then they don't complete the program.
 - Director Mills noted that once Melissa gets settled in her new role she will start branching into other social media outlets other than Facebook...examples: Instagram, Twitter, etc.

OLD BUSINESS:

- a. The Village is taking over the right-of-way of the road next to the proposed parking lot. The parking lot will need to be shifted 5 ft. but Director Mills isn't going to ask Brett for an updated plan until we know for sure when the land is being donated. Director Mills is still waiting to hear back from Mr. Michas and his attorney.

NEW BUSINESS:

- a. Leslie Lovato was recognized for 15 years of service to the Shorewood Troy Library. She is currently the Head of Technical Services but she has held many titles over her tenure, including Assistant Director. Director Mills noted how Leslie is a dedicated employee who always is looking for ways to make the Library a better place for patrons and staff.
- b. With regards to the CD set to mature on 9/15 the Board started discussions whether to open another Wintrust Money Market account or do another short term CD. Director Mills will provide current rates at the 9/14 board meeting.
- c. The Board was in agreement to have an updated Whistleblower policy that is easier to understand and how to address who to go to if there is a problem specific to position. Secretary Voitik moved/Trustee Caswell seconded to have Director Mills rewrite the policy based on the points the Board would like to see included. The motion passed with all Trustees present voting 'yes'.
- d. All elected officials are required to do annual Anti-Sexual Harassment Training. This is a web based training and Director Mills will send a link to the Board so everyone will be able to complete it.
- e. The Board discussed doing a well thought out Mission Statement for the Library versus a full Strategic Plan. A strategic plan is more expensive and cumbersome than a Mission

Statement. Trustee Reeder is going to look for the old Strategic Plan that was used many years ago so the Board can review it.

OTHER BUSINESS:

- a. The Friends of the Library Book Sale will be September 15th & 16th
- b. Board Talking Points will be sent to the Board in an email.
- c. National Library Card Sign Up month is September

Secretary Voitik moved/Treasurer Stahl seconded for the meeting to adjourn at 7:56 p.m. with all members present voting 'yes.'

Respectfully submitted,
Cindy Norman, Finance Clerk

How satisfied were you with
your visit today?



Would you like to add a comment
about the quality of your visit?

everyone is so friendly and
welcoming. I always ask
for help picking books.
Julie always has wonderful
suggestions. She always
seems to pick the perfect
book for my mood.

Thank you Shorewood
Library. You're the best!

How satisfied were you with
your visit today?



Would you like to add a comment
about the quality of your visit?

Thanks for all the info on
programs, especially the
app ability to scan ISBN!
-Valerie K.

How satisfied were you with
your visit today?



Would you like to add a comment
about the quality of your visit?

We met with Becky
Goode today to help
us with our iPhones.
Becky did an excellent
job. Very knowledgable,
friendly and she knows
her stuff. Thanks Becky!
A++ for today. Cindy & Ed

Director's Report

September 14, 2023

Administrative Duties:

- Troy 30-C has requested to renew the Intergovernmental Agreement (IGA) between the Library and the school district. It's on the agenda to be approved by the Library's Board before being sent to the School District's Board. It's the same IGA already in force, with dates updated.
- A draft Request for Proposal for a new website is on the Board's agenda for discussion and possible approval.

Building:

- The building's carpets and tile floors were cleaned over the Labor Day weekend. Four quotes were sought.
- One of the roof's drains had become clogged with tree roots and leaves – RJ Kuhn re-worked the drain to separate it correctly (it had been joined, which would have allowed the unit to freeze during the winter). They also unclogged it so that it ran clearly to its terminating point.
- On 9/8, the ceiling in the meeting room began leaking. It was discovered that the cast iron pipe drain pipe had a 10-foot crack. Service One came out an hour later to replace it with a PVC pipe. The carpet was cleaned, and we were fortunate that it didn't happen the week of the book sale...

Circulation:

- New self-checks, which will have the ability to have patrons register for programs on them and place other items on hold while checking out, should be up and running in October. The Will County ARPA funds will reimburse the cost of these self-checks.
- The ARPA funds also pay for two community book drops. It's on the agenda tonight for the Board to discuss.
- Updated email holds notices will launch on October 2nd to our cardholders– these notices will look much less dated and include graphics. This is being run out of Patron Point software, a software package that Shorewood purchases, and is not a Pinnacle-wide initiative.

IMRF:

- Authorized Agents were all required to undergo mandatory training this month (September) as the Illinois Municipal Retirement Fund rolls out their new website in October. The way agents report member wages and make payments to IMRF will change. I did the training on 9/5.

LIMRiCC:

- The Library's Health Insurance Cooperative will update the Intergovernmental Agreement. One update is more administrative; it will update the mailing address for payment, etc. The other will include the following changes:

- New members to the Cooperative will pre-pay a non-refundable two-month payment into reserves to contribute to the reserves pool. This will add to the pool's strength but not financially impact our library.
- Adds a late payment fee for late payments.
- Clarifies the amount of notice required for leaving the pool.

Pinnacle:

- I completed a first-round grant submittal for the Pinnacle Library Cooperative to the Institute of Museum and Library Services; this is a federal grant requesting \$250,000 towards creating a last-copy archive for Pinnacle. If it successfully passes the first round, a more complete grant proposal will be written this Spring.

Staffing:

- Oliver Wolcott has been promoted from Library Page (shelver) to being a 19-hour Circulation Assistant.
- Elyse Cooksey has been hired as the new Library Page.
- Three staff completed training this month to become passport agents: Melissa Almanza, Violet Guzman, and Cristina Soto.

Meetings:

- Fall Membership meeting of LIMRiCC, External (8/15)
- Meeting with Carrie Upjohn, School Media Coordinator for Troy 30-C, External (8/17)
- Pinnacle Governing Board, External (8/18)
- Department Head Meeting, Internal (8/22)
- Friends of the Library, Book-Sorting for Book Sale, Internal (8/26)
- IMRF Authorized Agent Required Webinar, External (9/5)
- Shorewood Area Library Administrator Meeting, External (9/7)
- Pinnacle Governing Board, External (9/8)
- Two Interviews for Pinnacle Member Services Librarian, External (9/12)

Technical Services Department Head Report

August 2023

August meetings and events:

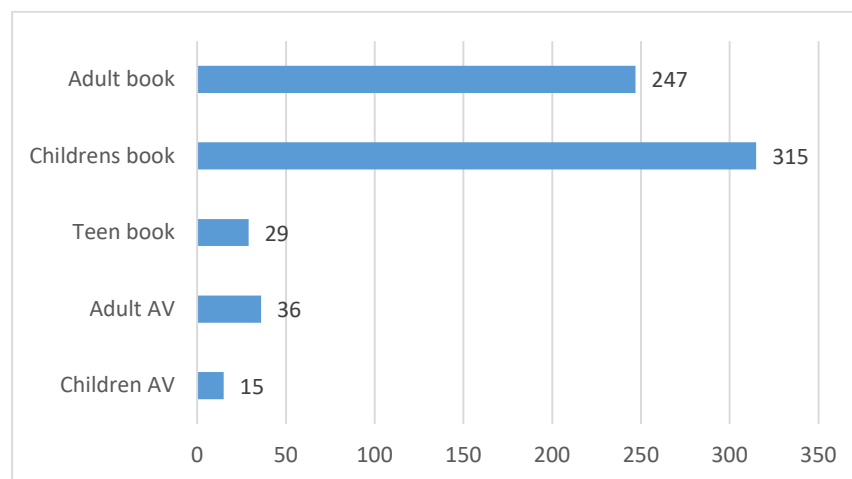
- 8/22 – Department head meeting. No news to share from technical services, other than we are available for any new projects from the other departments.

Current projects:

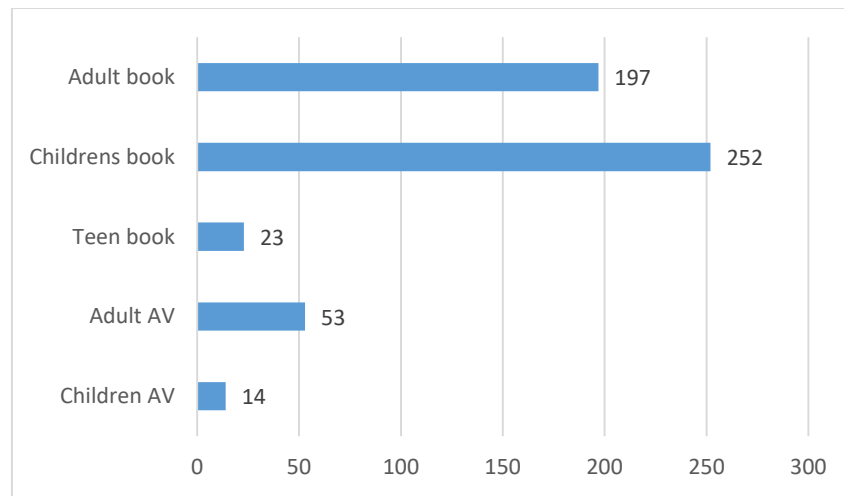
- None

Tech Service Statistics

Items processed, cataloged, and added to the collection in August:



Items ordered in August:

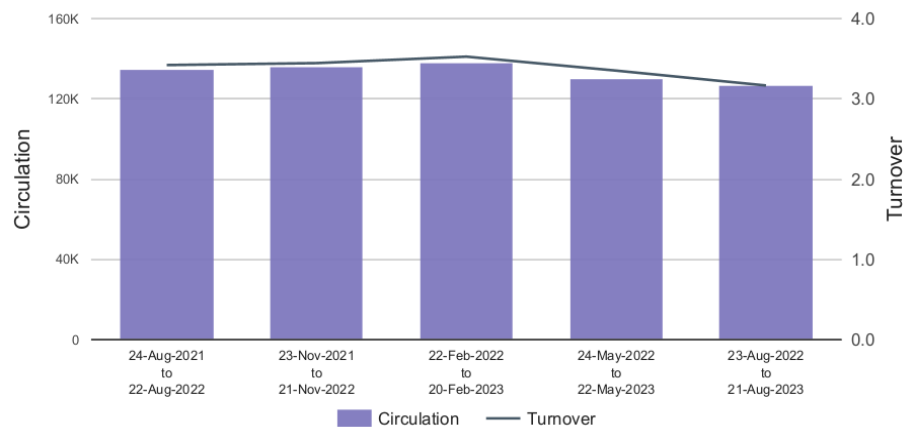


CollectionHQ

Circulation and Turnover

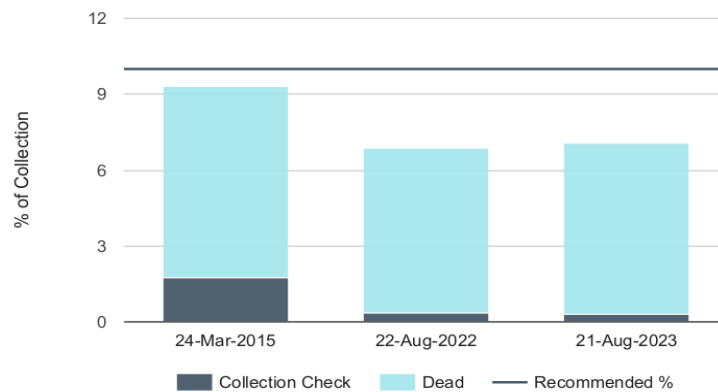
*This graph displays the circulation of the items in our library as well as the turnover of the items. Data is displayed over 5 points in time.

Turnover is the circulation during the date range divided by the number of our items.



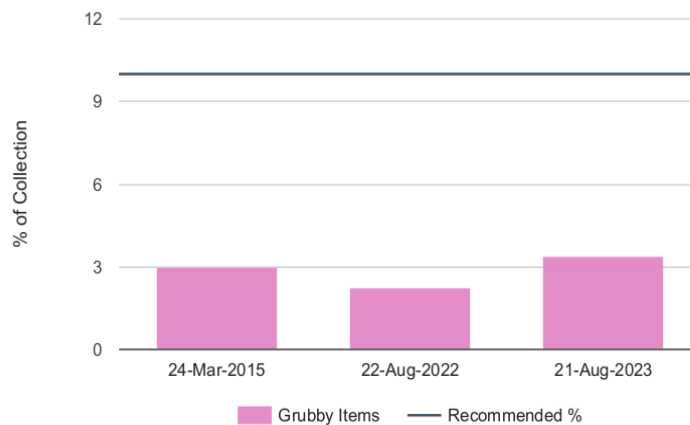
Dead Items – All Audiences

*This graph shows the percentage of items on shelf that have not been checked out in 2+ years. Our Dead percentage is at 7.07% (0.44% decrease from last month). Anything under 10% is considered good.



Grubby Items – All Audiences

*This graph shows the percentage of items currently circulating that have had 40+ checkouts. Our grubby percentage is at 3.39% (.14% increase from last month). As with the dead percentage, the goal is to be under 10%.

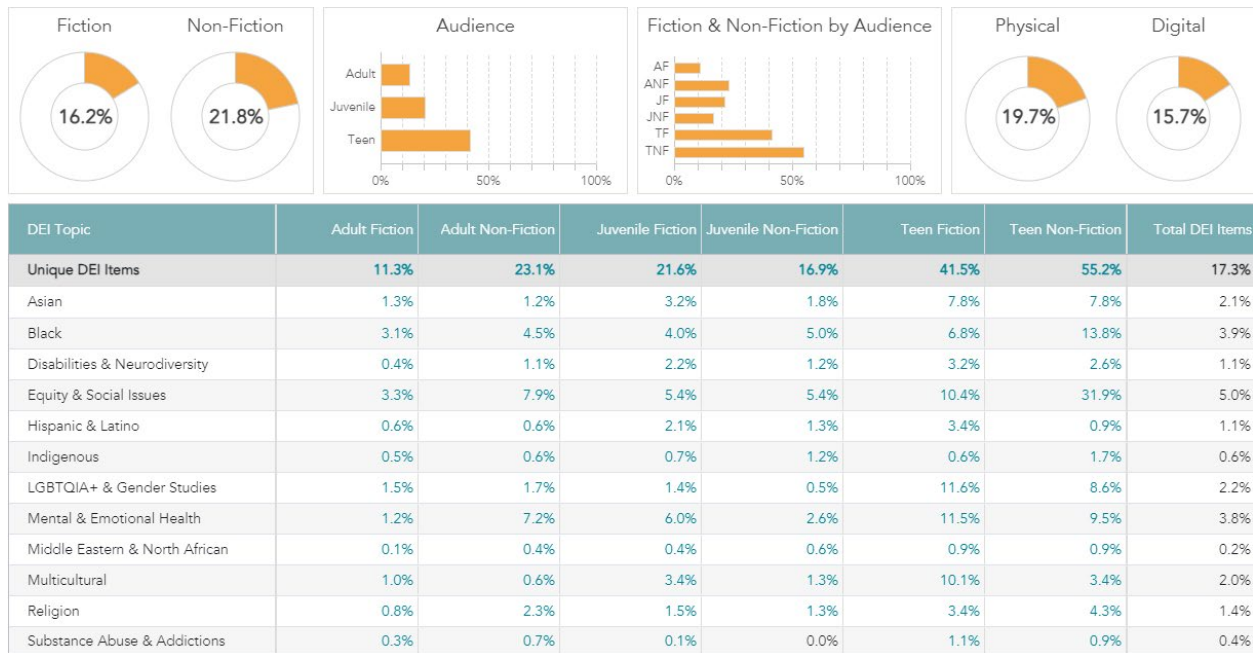


Diversity, Equity, and Inclusion (DEI)

This is a tool that gives us a snapshot of how diverse our collection is in regards to race, gender, culture, etc.

Items Analyzed this month: 88,267

DEI Items: 15,310 (17.3% of our collection ; .2% increase from last month)



Respectfully submitted,

Leslie Lovato

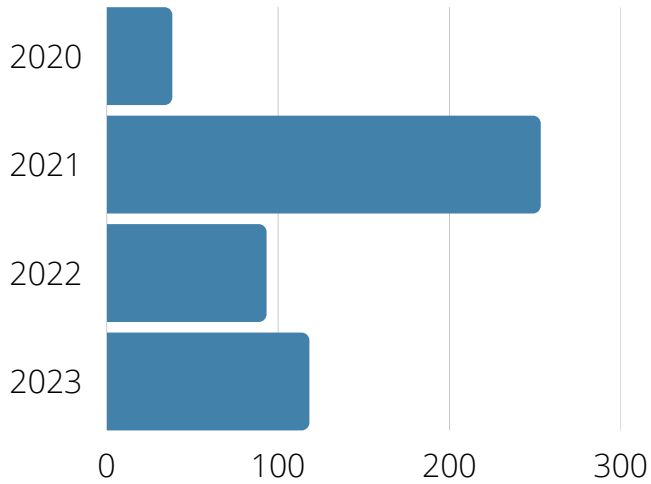
Technical Services Manager

MONTHLY REPORT

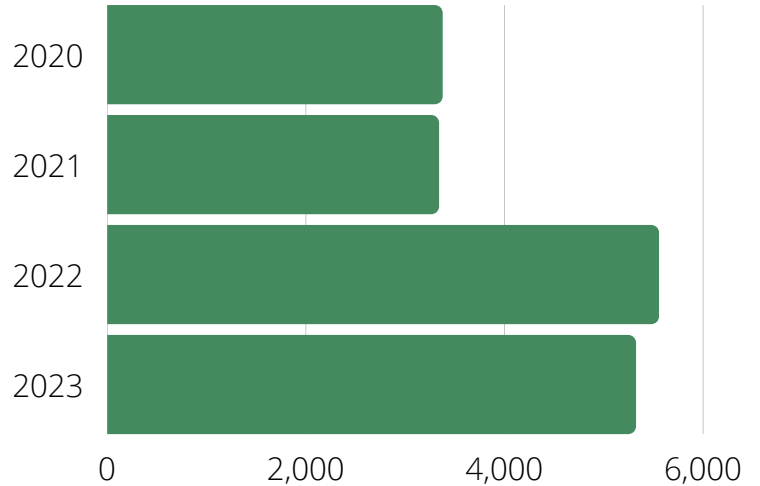
AUGUST 2023

JULIE HORNBERGER
CIRCULATION MANAGER

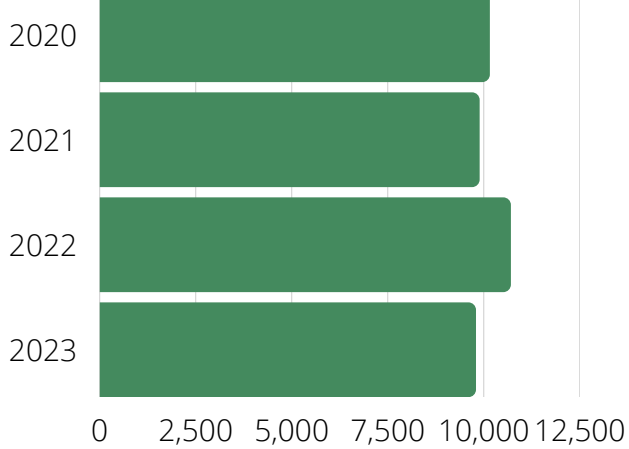
NEW CARDS



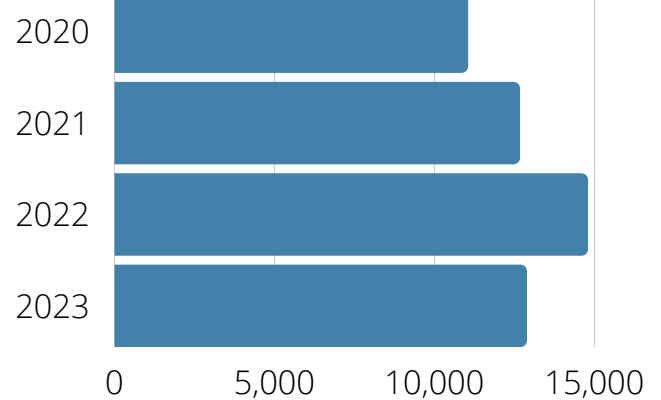
DOOR COUNT



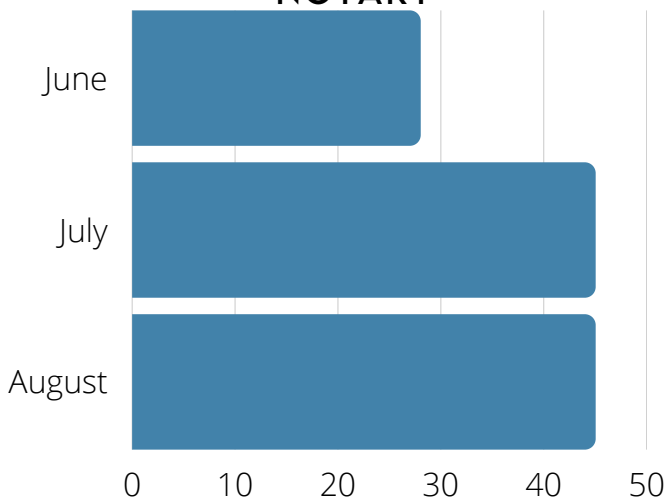
ITEMS CHECKED IN



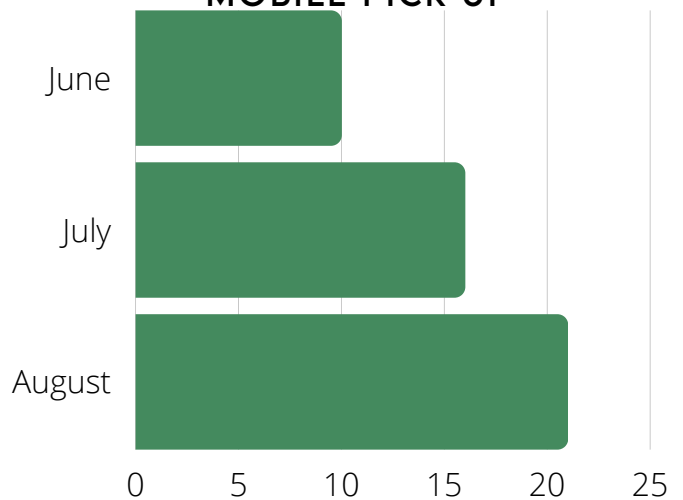
ITEMS CHECKED OUT



NOTARY



MOBILE PICK UP



MONTHLY REPORT

AUGUST 2023

LORI FREEMAN

CHILDREN'S MANAGER

DEPARTMENT UPDATES

Collection Development

Now that summer is over and it has slowed down a bit, we have been focusing on our collections. We will be doing a huge shelf-reading/evaluation project as many books are put back in wrong locations by patrons in the busy summer days. I ran Grubby and Dead reports in Collection HQ and we have been pulling and deleting those materials.

We met with 2 book vendors this month. Penworthy and Ollis Books. We purchased new updated material for non fiction, chapter books and graphic novels.

Library Link Cards

This month we had a meeting with Carrie Upjohn, LRC Facilitator from Troy 30C to discuss Library Link cards. Together with Matt and the Circulation Department we issued 231 Troy students with new library link cards. Gina will deliver them to the appropriate schools during the first week in September.

Children's Outreach

On August 5th Gina attended the Shorewood Crossroads Fest at Four Seasons Park.

The StoryWalk was updated with the third installement this season with, When You Adopt a Starwhal by Matilda Rose.

We partnered with Bronberry Farms for Storytime at the Farm this month. This allows Gina the opportunity to reach more Shorewood residents and give them information about the services and programs we provide at the library.

Deliverables

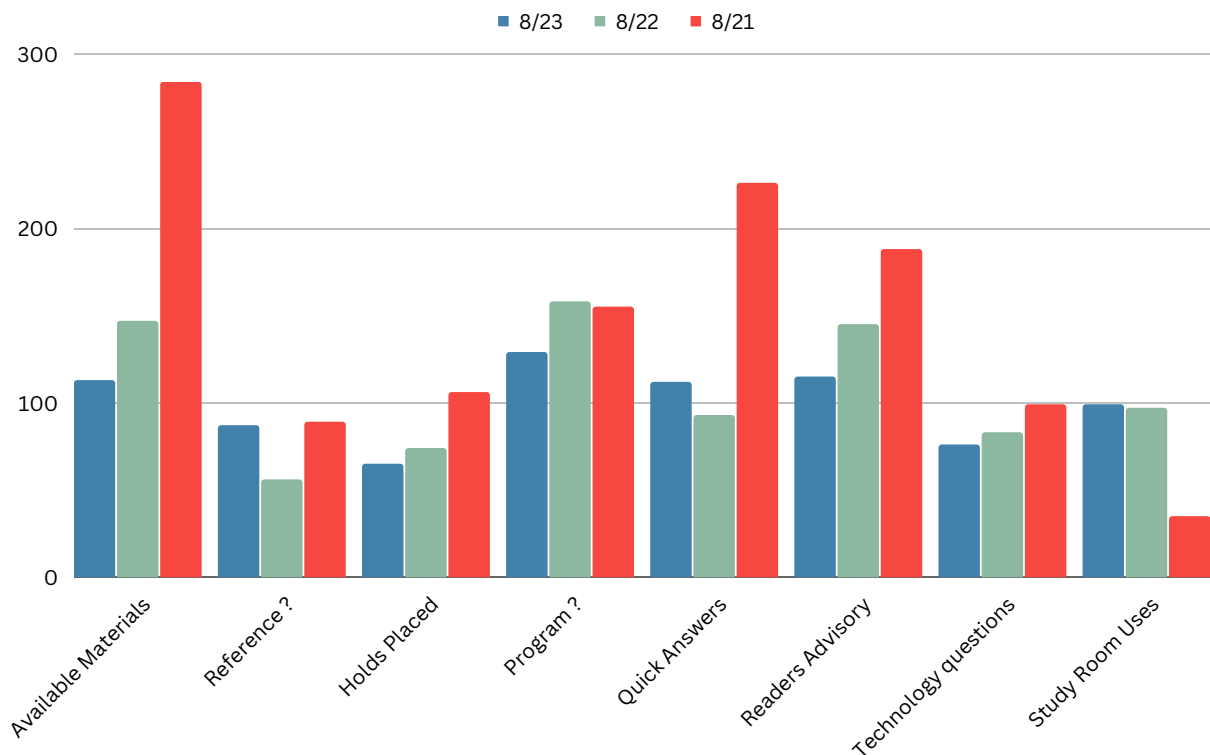
Active Programs



Passive Programs



REFERENCE TRIAGE



Reference Breakdown 8/23

We had 113 patrons ask about available materials, 87 ask general reference questions, 65 holds were placed, 129 questions were asked about programs, 112 quick answers were provided, 115 reader's advisory transactions were conducted, and 76 patrons asked about technology. 99 study room reservations were made .

September 14, 2023

TO: Shorewood-Troy Library Board of Trustees

FROM: Jennie Mills, Director

RE: Re-Invest \$100,000 with PMA

There is a \$100,000 due to mature tomorrow (9/15) invested with PMA. The consensus at the August meeting was to bring updated rates to the Board meeting in September to make a final determination about rate length for reinvestment. PMA does compare rates and terms for CDs nationally. These are the rates for CDS as of 9/11. Courtney Soesbe from PMA writes on 9/11.

Hi Jennie,

Attached are the CD rates, as of today, and following are the Treasury returns. I've added the small balance in the liquid account and the interest on the CD to the amount:

6 months: 5.36%

1 year: 5.22%

19 mo: 5.00%

I would recommend going out as far as you can. Rates are expected to come back down a bit by the second quarter of next year. So locking in a rate now will likely be beneficial.

Thanks,
Courtney



CD Quick Quote

09/11/2023

PMA Financial Network
2135 CityGate Lane
7th Floor
Naperville, IL 60563
Phone: 630-657-6400
Fax: 630-718-8701

Shorewood-Troy Public Library District
650 Deerwood Drive
Shorewood, IL 60404

PMA Client #: 80197 - 101
Phone: (815) 725-1715
Fax: (815) 725-1722

CD - 570 Days, Maturing on 04/03/2025

Bank	Backing	FDIC #	City, State	Invested	Net Interest	Total	Net Rate
Financial Federal Bank	FDIC	31840	Memphis, TN	\$104,957.92	\$8,769.02	\$113,726.94	5.350
Totals & Weighted Avg for Term:				\$104,957.92	\$8,769.02	\$113,726.94	5.350

CD - 367 Days, Maturing on 09/12/2024

Bank	Backing	FDIC #	City, State	Invested	Net Interest	Total	Net Rate
Financial Federal Bank	FDIC	31840	Memphis, TN	\$104,957.92	\$5,804.32	\$110,762.24	5.500
Totals & Weighted Avg for Term:				\$104,957.92	\$5,804.32	\$110,762.24	5.500

CD - 185 Days, Maturing on 03/14/2024

Bank	Backing	FDIC #	City, State	Invested	Net Interest	Total	Net Rate
Vast Bank, National Association	FDIC	23737	Tulsa, OK	\$104,957.92	\$2,878.05	\$107,835.97	5.410
Totals & Weighted Avg for Term:				\$104,957.92	\$2,878.05	\$107,835.97	5.410

The information contained herein is based on sources, which we believe to be reliable, but is not guaranteed by us and is not considered all-inclusive. It is not to be construed as an offer, or the solicitation of an offer, to sell or buy securities herein mentioned

9/14/2023

TO: Shorewood-Troy Public Library

FROM: Jennie Mills, Director

RE: Draft Whistle-Blower Policy

The Board requested that the whistleblower policy be revised with simplified language and to change the auditing officials to individuals to outside the check signers, so I moved it to the FOIA officer (there are always two FOIA officers) and the Vice-President of the Board.

The revised draft is in your packet.

Shorewood-Troy Public Library District

Whistleblower Protection Policy

I. Purpose

The Library District provides whistleblower protections in two important areas: confidentiality and against retaliation. The confidentiality of a whistleblower will be maintained to the extent allowable by law. However, identity may have to be disclosed to conduct a thorough investigation, to comply with the law, and to provide accused individuals their legal rights of defense. A whistleblower may also waive confidentiality in writing. The Library District will not retaliate against a whistleblower. This includes but is not limited to, protection from retaliation in the form of an adverse employment action such as termination, compensation decreases, poor work assignments, and threats of physical harm. Any whistleblowers who believe they are being retaliated against must submit a written report to the Auditing Official within 60 days of gaining knowledge of the retaliatory action. The right of a whistleblower for protection against retaliation does not include immunity for any personal wrongdoing that is alleged and investigated. II.

Definitions

- a. Whistleblower means an employee, as defined in Section II of this policy, of the Library District who:
 - i. Reports an improper governmental action as defined under 50 ILCS 105/4.1 (hereinafter Section 4.1);
 - ii. Cooperates with an investigation by an Auditing Official related to a report of improper governmental action; or,
 - iii. Testifies in a proceeding or prosecution arising out of an improper governmental action.
- b. Auditing Official means any elected, appointed, or employed individual, by whatever name, in the Library District whose duties may include: receiving, registering, and investigating complaints and information concerning misconduct, inefficiency, and waste within the Library District investigating the performance of officers, employees, functions and programs; and, promoting economy, efficiency, effectiveness, and integrity in the administration of the programs and operations of the Library District.

The Auditing Official shall be the Director. The backup Auditing Official shall be the President of the Library Board of Trustees.
- c. Employee means anyone employed by the Library District, whether in a permanent or temporary position, including full-time, part-time, and

intermittent workers. The employee also includes members of appointed boards or commissions, whether paid or unpaid.

The employee also includes persons who have been terminated because of any report or complaint submitted under Section 4.1.

- d. Improper governmental action means any action by an employee of the Library District; an appointed member of a board, commission, or committee; or an elected official of the Library District that is undertaken in violation of a federal or state law or local ordinance; is an abuse of authority; violates the public's trust or expectation of their conduct; is of substantial and specific danger to the public's health or safety; or, is a gross waste of public funds.
 - i. Improper governmental action does not include the Library District's personnel actions, including, but not limited to, employee grievances, complaints, appointments, promotions, transfers, assignments, reassignments, reinstatements, restorations, reemployment, performance evaluations, reductions in pay, dismissals, suspensions, demotions, reprimands or violations of collective bargaining agreements, except to the extent that the action amounts to retaliation.
- e. Retaliate, retaliation, or retaliatory action means any adverse change in an employee's employment status or the terms and conditions of employment that results from an employee's protected activity under Section 4.1. Retaliatory action includes, but is not limited to, denial of adequate staff to perform duties; frequent staff changes; frequent and undesirable office changes; refusal to assign meaningful work; unsubstantiated letters of reprimand or unsatisfactory performance evaluations; demotion reduction in pay; denial of promotion; transfer or reassignment; suspension or dismissal; or, other disciplinary action made because of an employee's protected activity under Section 4.1.

III. Duties of an Auditing Official

Each Auditing Official shall establish written processes and procedures consistent with the terms of this policy and best practices for investigations for managing complaints filed under Section 4.1. Each Auditing Official shall investigate and dispose of reports of improper governmental action in accordance with these processes and procedures and all other provisions of Section 4.1. The

The Auditing Official must provide each employee a written summary or a complete copy of Section 4.1 upon commencement of employment and at least once each year of employment. At the same time, the employee shall also receive a copy of the written

process and procedures for reporting improper governmental actions from the applicable Auditing Official.

Auditing Officials may reinstate, reimburse for lost wages or expenses incurred, promote or provide some other form of restitution.

In instances where an Auditing Official determines that restitution will not suffice, the Auditing Official may make their investigation findings available for the purposes of aiding in that employee's, or the employee's attorney's, effort to make the employee whole.

Auditing Officials are responsible for reading the full context of Section 4.1 and complying with all requirements.

IV. Duties of an Employee

All reports of illegal and dishonest activities will be promptly submitted to the Auditing Official, who is responsible for investigating and coordinating corrective action.

If an employee has knowledge of, or a concern of, improper governmental action, the employee shall make a written report of the activity to the Auditing Official. The employee must exercise sound judgment to avoid baseless allegations. An employee who intentionally files a false report of wrongdoing will be subject to discipline up to and including termination.

The whistleblower is not responsible for investigating the activity or for determining fault or corrective measures; a thedesignated Auditing Official is charged with these responsibilities.

V. Defend Trade Secrets Act (18 U.S.C. § 1836) Compliance:

Section 7(b): "Immunity from Liability for Confidential Disclosure of a Trade Secret to the Government or in a Court Filing:

(1) Immunity - An individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (A) is made(i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and, (ii) solely for the purpose of reporting or investigating a suspected violation of law; or, (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

(2) Use of Trade Secret Information in Anti-Retaliation Lawsuit-An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding if the individual(A) files any document containing the trade secret under seal; and, (B) does not disclose the trade secret, except pursuant to a court order."

VI. Employee Acknowledgement

Employees are required to sign a written acknowledgment that they have received, read, and understand this Policy and to submit that acknowledgment to the Auditing Official or other designated official of the Library District. The form that follows on page three of this policy will satisfy this requirement upon receipt.

DRAFT AUGUST 10, 2023

Shorewood-Troy Public Library District employees, I must

Addenda:

Public Officers Prohibited Activities Act

Section 4.1

(50 ILCS 105/4.1)

Sec. 4.1. Retaliation against a whistleblower.

(a) It is prohibited for a unit of local government, any agent or representative of a unit of local government, or another employee to retaliate against an employee or contractor who:

- (1) reports an improper governmental action under this Section;
- (2) cooperates with an investigation by an auditing official related to a report of improper governmental action; or
- (3) testifies in a proceeding or prosecution arising out of an improper governmental action.

(b) To invoke the protections of this Section, an employee shall make a written report of improper governmental action to the appropriate auditing official. An employee who believes he or she has been retaliated against in violation of this Section must submit a written report to the auditing official within 60 days of gaining knowledge of the retaliatory action. If the auditing official is the individual doing the improper governmental action, then a report under this subsection may be submitted to any State's Attorney.

(c) Each auditing official shall establish written processes and procedures for managing complaints filed under this Section, and each auditing official shall investigate and dispose of reports of improper governmental action in accordance with these processes and procedures. If an auditing official concludes that an improper governmental action has taken place or concludes that the relevant unit of local

government, department, agency, or supervisory officials have hindered the auditing official's investigation into the report, the auditing official shall notify in writing the chief executive of the unit of local government and any other individual or entity the auditing official deems necessary in the circumstances.

(d) An auditing official may transfer a report of improper governmental action to another auditing official for investigation if an auditing official deems it appropriate, including, but not limited to, the appropriate State's Attorney.

(e) To the extent allowed by law, the identity of an employee reporting information about an improper governmental action shall be kept confidential unless the employee waives confidentiality in writing. Auditing officials may take reasonable measures to protect employees who reasonably believe they may be subject to bodily harm for reporting improper government action.

(f) The following remedies are available to employees subjected to adverse actions for reporting improper government action:

(1) Auditing officials may reinstate, reimburse for lost wages or expenses incurred, promote, or provide some other form of restitution.

(2) In instances where an auditing official determines that restitution will not suffice, the auditing official may make his or her investigation findings available for the purposes of aiding in that employee or the employee's attorney's effort to make the employee whole.

(g) A person who engages in prohibited retaliatory action under subsection (a) is subject to the following penalties: a fine of no less than \$500 and no more than \$5,000, suspension without pay, demotion, discharge, civil or criminal prosecution, or any combination of these penalties, as appropriate.

(h) Every employee shall receive a written summary or a complete copy of this Section upon commencement of employment and at least once each year of employment. At the same time, the employee shall also receive a copy of the written processes and procedures for reporting improper governmental actions from the applicable auditing official.

(i) As used in this Section:

"Auditing official" means any elected, appointed, or hired individual, by whatever name, in a unit of local government whose duties are similar to, but not limited to, receiving, registering, and investigating complaints and information concerning misconduct, inefficiency, and waste within the unit of local government; investigating the performance of officers, employees, functions, and programs; and promoting economy, efficiency, effectiveness and integrity in the administration of the programs and operations of the municipality. If a unit of local government does not have an "auditing

official", the "auditing official" shall be a State's Attorney of the county in which the unit of local government is located.

"Employee" means anyone employed by a unit of local government, whether in a permanent or temporary position, including full-time, part-time, and intermittent workers. "Employee" also includes members of appointed boards or commissions, whether or not paid. "Employee" also includes persons who have been terminated because of any report or complaint submitted under this Section.

"Improper governmental action" means any action by a unit of local government employee, an appointed member of a board, commission, or committee, or an elected official of the unit of local government that is undertaken in violation of a federal, State, or unit of local government law or rule; is an abuse of authority; violates the public's trust or expectation of his or her conduct; is of substantial and specific danger to the public's health or safety; or is a gross waste of public funds. The action need not be within the scope of the employee's, elected officials, board member's, commission member's, or committee member's official duties to be subject to a claim of "improper governmental action." "Improper governmental action" does not include a unit of local government personnel actions, including, but not limited to, employee grievances, complaints, appointments, promotions, transfers, assignments, reassignments, reinstatements, restorations, reemployment, performance evaluations, reductions in pay, dismissals, suspensions, demotions, reprimands, or violations of collective bargaining agreements, except to the extent that the action amounts to retaliation.

"Retaliate", "retaliation", or "retaliatory action" means any adverse change in an employee's employment status or the terms and conditions of employment that results from an employee's protected activity under this Section. "Retaliatory action" includes, but is not limited to, denial of adequate staff to perform duties; frequent staff changes; frequent and undesirable office changes; refusal to assign meaningful work; unsubstantiated letters of reprimand or unsatisfactory performance evaluations; demotion; reduction in pay; denial of promotion; transfer or reassignment; suspension or dismissal; or other disciplinary action made because of an employee's protected activity under this Section.

(Source: P.A. 101-652, eff. 7-1-21; 102-813, eff. 5-13-22.)

Address for complete Public Officers Prohibited Activities Act

<https://www.ilga.gov/legislation/ilcs/ilcs3.asp?ActID=689&ChapterID=11>

**Procedures for Review and Resolution of Whistleblower and Retaliation
Complaints Brought Pursuant to Whistleblower Protection Policy**

As directed in the policy, all whistleblower and retaliation claims should be reported to the FOIA OFFICER (as Auditing Official) or, in the event the FOIA OFFICER is VICE - PRESIDENT of the Library Board of Trustees. These individuals have the authority to appoint other members of the management team, Board, and/or outside counsel or consultants to assist with the investigation.

Upon receiving such a report, the Auditing Official, or their designee, will consult with the Library's attorney to determine whether the claim falls under the whistleblower policy and, if so, how to best proceed.

Employment-related concerns, including, but not limited to, harassment, discrimination, bullying, and other such work-related complaints, are not covered by this policy.

Confidentiality of the individual making the complaint, as well as any witnesses, will be respected consistent with the Library's need to investigate and the Act.

After a written complaint is received by the Auditing Official, a written acknowledgment notice may be sent to the complainant.

The Auditing Official or their designee may meet with the complainant, respondent, and/or other witnesses as a part of the investigation. The Auditing Official, or their designee, has the authority to conduct multiple interviews if needed. The Auditing Official or their designee may also request written statements and/or other documentation that may be pertinent to the resolution of the complaint.

If it is determined that the conduct that is the subject of the complaint involves fraud or illegal/egregious conduct, the auditing official or their designee has the authority to conduct the investigation in a more formal manner. This may include a report to law enforcement agencies and/or the Will County State's Attorney.

Upon completion of the investigation, the complainant and respondent will be notified that the investigation has ended and the decision made. This notification may take place orally or in writing. The Board will be notified if the Auditing Official or their designee determines this policy has been violated. Remedies and discipline for policy violations will be in accordance with applicable law.

September 14, 2023

TO: Shorewood-Troy Library Board of Trustees

FROM: Jennie Mills, Library Director

RE: Approve Annual Audit for FY23

Mack and Associates has completed the Annual Audit for FY23. Tawnya Mack will be presenting the audit to the Board on September 14th.

Formally bound copies of the audit will be provided to the Board on the night of the meeting. The Board packet also has a copy of the audit included.

September 14, 2023

TO: Shorewood-Troy Library Board of Trustees

FROM: Jennie Mills, Library Director

RE: Approve Annual Audit for FY23

Mack and Associates has completed the Annual Audit for FY23. Tawnya Mack will be presenting the audit to the Board on September 14th.

Formally bound copies of the audit will be provided to the Board on the night of the meeting. The Board packet also has a copy of the audit included.

September 14, 2023

TO: Board of Trustees, Shorewood-Troy Public Library

FROM: Jennie Mills, Director

RE: Approving the Budget & Appropriations Ordinance and Approving the Chief Fiscal Officer's Revenue Statement

These two documents work to close down the budget cycle of FY24. The Levy, scheduled to be passed in November of 2023, will fund a portion of both FY24 and FY25.

Budget & Appropriations Ordinance

The board voted on July 13th to place the Budget & Appropriations Ordinance on file for public inspection. A legal ad was run in the "Sentinel," notifying the public of tonight's hearing. The Budget has been available for public review on both the library's website and in-house for the required 30+ days.

Once the B&A is passed, it will be published in *The Shorewood Sentinel* and filed with the County Clerk's office. It will also be posted on the Library's webpage.

Chief Fiscal Officer's Statement of Revenues

The Chief Fiscal Officer's Statement of Revenues is filed with the County Clerk's office along with the B&A Ordinance and will be published along with the B&A in *The Sentinel*. It merely restates the income portions of the B&A ordinance. It will also be posted on the Library's webpage.

Budget and Appropriation Ordinance 23-2
Of the
Shorewood-Troy Public Library District
Will County, Illinois
For Fiscal Year July 1, 2023 to June 30, 2024

Whereas, Jennifer Cisna Mills, Library Director, was designated by the Board of Trustees to prepare in tentative form a budget and appropriation ordinance for the SHOREWOOD-TROY PUBLIC LIBRARY DISTRICT, WILL COUNTY, ILLINOIS, and in accordance with such designation has prepared such tentative budget and appropriation ordinance and on July 13, 2023 such tentative budget and appropriation ordinance was submitted to and inspected by the Board of Library Trustees who thereupon ordered the same filed with the Secretary and ordered the Secretary to make the same conveniently available to public inspection and the Secretary has made said tentative budget and appropriation conveniently available to public inspection for at least thirty days prior to action thereon; and

Whereas, prior to final action, a public hearing was held as to such budget and appropriation ordinance on September 14, 2023, notice of which hearing was given at least 30 days prior thereto by publication in *The Shorewood Sentinel*, a newspaper regularly circulated in the District, and all other legal requirements having been complied with:

NOW, THEREFORE, BE IT ORDAINED by the Board of Library Trustees, of THE SHOREWOOD-TROY PUBLIC LIBRARY DISTRICT, WILL COUNTY, ILLINOIS:

SECTION 1. That the following budget containing an estimate of receipts and expenditures of the SHOREWOOD-TROY PUBLIC LIBRARY DISTRICT, WILL COUNTY, ILLINOIS, be and the same is hereby adopted as the budget of this District for the fiscal year commencing July 1, 2023 and ending June 30, 2024.

Estimated Receipts

Estimated Cash on Hand July 1, 2023

Cash in the Special Reserve Fund	\$ 357,562
Cash in Unemployment Fund	\$ 10,939
Cash in the General Corporate Fund	\$ 242,702
Cash in the Audit Fund	\$ 52,177
Cash in the Liability Insurance Fund	\$ 24,097
Cash in the Municipal Retirement Fund	\$141,863
Cash in the Building Maintenance Fund	\$ 137,500
Total	\$966,840

Cash to be received from 2022 general corporate, municipal retirement, liability insurance, audit, and building maintenance tax levies:

Balance, Unemployment/ WC Levy	\$ 2,100
Balance, Corporate Tax Levy	\$ 638,826
Balance, Audit Tax Levy	\$ 840
Balance, Liability Insurance Tax Levy	\$ 1,680
Balance, Municipal Retirement Tax Levy	\$ 5,880
Balance, Building Maintenance Tax Levy	\$ 6,720
Total Cash to be received from 2022 Levy	\$ 656,046

Cash to be received from the 2023 general corporate, municipal retirement, liability insurance, audit, and building maintenance tax levies:

Unemployment / WC Levy	\$ 5,000
General Corporate Tax Levy	\$1,341,534
Audit Tax Levy	\$ 1,665
Liability Insurance Tax Levy	\$ 4,162
Municipal Retirement Tax Levy	\$ 12,154
Building Maintenance Tax Levy	\$ 14,062
Total 2023 Levy	\$1,378,577
To be collected after the close of the Fiscal year	\$ 689,288
To be Received during Fiscal Year	\$ 689,289

Other Income:

Personal Property Replacement Tax	\$ 80,000
State Per Capita Grant	\$ 35,000
Interest	\$ 40,000
Fines	\$ 6,000
Copy Machines	\$ 7,000
Miscellaneous Income	\$ 400,000
Donations / Gifts / Grants	\$ 350,000
Contribution / Impact Fees	\$ 40,000
Total Other Income	\$ 958,000

**Total Estimated Cash Available During the Year
Including Working Cash Fund**

\$3,270,175

Estimated Expenditures 2023-2024

Payroll Rel Exp:

Professional Salaries	\$ 500,000
Non professional Salaries	\$ 400,000
IMRF, Emplr's Portn	\$ 60,000
FICA, Emplr's Portn	\$ 72,000
Health Insurance	\$ 65,000
Unemp Comp/Wrk Comp	\$ 10,000
Total Payroll	\$1,107,000

Library Materials:

Books	\$ 150,000
E-Books	\$ 25,000
Periodicals	\$ 5,000
Newspapers	\$ 4,000
Audio Books	\$ 5,000
CD's (Music)	\$ 1,000
Videos	\$ 10,000
Total Lib Materials	\$ 200,000

Contractual Services:

Website Maintenance	\$ 15,000
Management Services	\$ 25,000
Computer Pinnacle Svcs.	\$ 80,000

Maint. of Equipment	\$ 40,000
Computer Supp. /Software	\$ 30,000
Photocopier Supp. & Equip.	\$ 15,000
Databases	\$ 60,000
State of IL License Plates	\$ 95,000
Total Contractual Serv	\$ 360,000

<u>Supplies & Services:</u>	
Processing Supplies	\$ 11,000
Office Supplies	\$ 8,000
Management Supplies	\$ 7,000
Assets not Captlzed	\$ 10,000
Telephone Services	\$ 11,000
Adult Serv Prog	\$ 12,000
Postage	\$ 15,000
Circulation Supplies	\$ 5,000
Youth Serv Prog	\$ 12,000
Teen programming/Outreach	\$ 9,000
Total Supplies & Services	\$ 100,000

<u>Misc. Expense:</u>	
Adv. & Publishing	\$ 25,000
Mileage/ Meeting /Etc.	\$ 5,000
Professional Development	\$ 10,000
Professional Dues	\$ 2,000
Library Promotion & Dev	\$ 5,000
Total Misc. Expense	\$ 42,000

<u>Util. & Building Expense:</u>	
Electricity	\$ 12,000
Gas	\$ 8,000
Mnt. & Safety of Grnd.	\$ 15,000
Water	\$ 3,000
Util. & Jan. Supplies	\$ 5,000
Routine Main. of Bldg.	\$ 45,000
Janitorial Serv.	\$ 20,000
Ins. Bldg., Cont. & Lia.	\$ 20,000
Total Util. & Building Expense	\$ 128,000

<u>Capital Expenses:</u>	
Fixed Assets Cap.	\$ 0
Cap. Imprv. to Bldg & Grnd	\$ 450,000
Land Purchase	\$ 0
Total Capital Expenses	\$ 450,000

<u>Overhead Expenses:</u>	
Legal Services	\$ 10,000
Audit & Acct. Serv	\$ 16,000
Administrative Expenses	\$ 10,000
Special Reserve Fund	\$ 30,000
Err. & Omiss. / Treas. Bond	\$ 4,000

Contingences	\$ 10,000
Total Overhead Exp.	\$ 80,000

Total Estimated Expenditures	\$2,467,000
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Estimated Cash on Hand at Close of Fiscal Year Including Working Cash Fund	\$803,175
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SECTION 2. That the following amounts, or so much thereof as may be authorized by law and may be needed, be and the same are appropriated for general corporate purposes, audit expense, municipal retirement expense, liability insurance expense and building maintenance expense of the SHOREWOOD-TROY PUBLIC LIBRARY DISTRICT, WILL COUNTY, ILLINOIS, for the fiscal year commencing July 1, 2023 and ending June 30, 2024.

SECTION 3. That all unexpended balances of any item or items for which an appropriation is made by this budget and appropriation ordinance may be expended in making up any insufficiency or deficit in any item or items for which an appropriation is made by this ordinance.

SECTION 4. That a certified copy of this ordinance is published at least once after passage in a newspaper published or circulated in the District.

SECTION 5. This Ordinance is effective immediately upon passage and approval.

Passed by the Board of Trustees of the SHOREWOOD-TROY PUBLIC LIBRARY DISTRICT, WILL COUNTY, ILLINOIS, this 14th day of September 2023.

Approved this 14th day of September 2023.

Thomas Novinski
President of the Board of Trustees of
THE SHOREWOOD-TROY PUBLIC LIBRARY DISTRICT
WILL COUNTY, ILLINOIS

ATTEST:

Karen Voitik
Secretary

CERTIFICATION OF BUDGET AND APPROPRIATION ORDINANCE
IN ACCORDANCE WITH CHAPTER 120, PARAGRAPH 643 OF
ILLINOIS REVISED STATUTES

The undersigned, being Clerk/ Secretary and Chief Fiscal Officer of the taxing district hereinafter named, do hereby certify that attached hereto is a true and correct copy of the Budget and Appropriation of said district for its 2023/2024 fiscal year, adopted September 14, 2023.

We further certify that the estimate of revenues, by source, anticipated to be received by the said taxing district, either set forth in the said ordinance as “Estimated Receipts” or attached hereto by separate document, is a true statement of said estimate.

This certification is made and filed pursuant to Public Act 83-881 requirements and on behalf of Shorewood –Troy Public Library District, Will County, Illinois.

Dated: September 14, 2023

Karen Voitik, Secretary

Thomas Novinski, Chief Fiscal Officer

Chief Fiscal Officer's Certificate
Of Revenues by Source
Shorewood-Troy Public Library District
Will County, Illinois
For Fiscal Year July 1, 2023 to June 30, 2024

I, Thomas Novinski do hereby certify as follows:

I am the Chief Fiscal Officer of the SHOREWOOD-TROY PUBLIC LIBRARY DISTRICT, Will County, Illinois.

I estimate the revenues by source of said District for the Fiscal year beginning July 1, 2023, and ending June 30, 2024, to be as follows:

Estimated Receipts

Estimated Cash on Hand July 1, 2023

Cash in the Special Reserve Fund	\$ 357,562
Cash in Unemployment Fund	\$ 10,939
Cash in the General Corporate Fund	\$ 242,702
Cash in the Audit Fund	\$ 52,177
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Total Cash to be received from 2021 Levy	\$ 656,046

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Copy Machines	\$ 7,000
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Donations / Gifts / Grants	\$ 350,000
Contribution / Impact Fees	\$ 40,000
Total Other Income	\$ 958,000

Total Estimated Cash Available During the Year Including Working Cash Fund	\$3,270,175
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Thomas Novinski, Board President

Date: September 14, 2023

September 14, 2023

TO: Shorewood-Troy Library Board of Trustees

FROM: Jennie Mills, Director

RE: Approve Tracy Caswell to attend Trustee Day at the Illinois Library Association's Annual Conference

Tracy Caswell has requested to attend Trustee Day at the annual ILA Annual Conference. Early-bird registration for Trustee Day is \$250.00

Registration = **250.00**

Round-trip mileage is **\$232.53**

Per Diem for 1st & last day of travel is \$44.25 = **\$88.50**

Hotel stay + taxes = approximately **\$200** for one night

Total = \$771.03

September 14, 2023

TO: Shorewood-Troy Library Board of Trustees

FROM: Jennie Mills, Library Director

RE: Request for Jennie Mills to attend the Illinois Library Association's Annual Conference in Springfield

I am requesting to be able to attend the Illinois Library Association's annual conference in Springfield, IL. The Fountaindale Public Library District will cover my hotel costs, so I'm requesting only the conference registration, the per diem, and the rental car.

Registration (Early-Bird): \$300

Per Diem (calculated by GSA calculator for Springfield, IL): \$157

Rental Car (with insurance): \$275

For a total of **\$732**

I will provide a written summary to the Board of my sessions.

September 14, 2023

TO: Shorewood-Troy Library Board of Trustees

FROM: Jennie Mills, Director

RE: Approve Becky Goode and Sarah Haish to Attend One Day of the ILA Annual Conference

Becky Goode (Head of Adult & Teen Services) and Sarah Haish (Adult & Teen Outreach Coordinator) have both requested to attend one day of the annual ILA Annual Conference. Early-bird registration for one conference day is \$275 apiece, so \$550 total.

Registration = \$550

They will share transportation so that mileage will be **\$232.53**

Per diem for breakfast and lunch per person is \$28, so for two people = **\$56**

Total = \$838.53

September 14, 2023

TO: Board of Trustees, Shorewood-Troy Public Library

FROM: Jennie Mills, Director

RE: Setting rate to be requested for 2023 Levy

A draft levy will be presented to the Board in October; the public hearing and the Board's approval will be in November. The Board historically, since 2010, has requested a 9.9% levy rate increase.

Notably, a 9.9% levy increase **does not** impact existing properties on the tax rolls. Will County is under the Property Tax Extension Limitation Law (PTELL). PTELL protects property owners by restricting the extension each year to the Consumer Price Index (CPI) or 5%, whichever is the lesser. PTELL, however, allows for capturing new and improved property by levying more than we anticipate receiving. When the levy documents are created, I will not know:

- The tax rate determined by the Assessor
- The amount of new construction in the District, although we know that new housing has been approved by Wynstone & Rt. 52.
- Total EAV (Equal Assess Value) within the District Boundaries.

Since 2010, the Board has levied 9.9% on new and improved property, knowing that the County Clerk's Office will not give us a penny more than the CPI or the 5% (whichever is the lesser amount) on the **existing property**. Yet, we don't know the value of the new property when the levy document was created. Here is the past five years' data on the increase in what was received on the levy from year to year:

Past five years:

2018 Levy	3.3% increase
2019 Levy	3.5% increase
2020 Levy	4.7% increase
2021 Levy:	2.8% increase

2022 Levy: 6.5% increase

All of which are under the 9.9% levy increase requested. The County Clerk limits our extension based on PTELL.

Again, the lesser of either the CPI amount/a 5% increase holds **for existing property owners**, but we can capture new growth for one year. Then, the following year, that “new growth” falls under the PTELL “cap” and will hold for the lesser of CPI or 5%.



The chart shows that in the 2022 levy, the Library’s Property Tax Levy only accounted for 1.78% of a property owner’s tax bill. Of course, a property’s tax bill will also vary based on the assessed valuation of the property, which is determined by the Assessor’s office and to which we have no input.

I recommend the board levy at 9.9% to capture the growth of the new development in the Shorewood-Troy Library District.



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

AMENDED NOVEMBER 15, 2023

www.limricec.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” = $\text{Sum} (“3 \text{ years of claims}”) / \text{Sum} (“3 \text{ years of taxable payroll}”)$.

“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” = $\frac{1}{2} \times \text{Member Experience} + \frac{1}{2} \times \text{Pool Experience}$.

“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		Balance		
(Less Refunds)				

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		excess of \$2,000,000		
(Less Refunds)				

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		Funds
(at that time) (less refunds)		

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@limricec.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

RESOLUTION 23-4

**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 (**Payments 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:

RESOLUTION 23-5

**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**

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 substantive 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 (C)(3) be amended by adding the words, "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."

SECTION 4: It is proposed that Article III (A)(2) of the Agreement (**Self-Insured Health Insurance Plan ("SHIP")**) shall be amended by adding the words "and dental insurance for Insured Participants" after "prescription drug coverage."

SECTION 5: It is proposed that Article III (D)(1) of the Agreement (**Participant Administration Fee**) shall be amended to add, after the word “shall”, the words “be announced at the Annual Fall Meeting for the new benefit year.”

SECTION 6: 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. In addition, Article III (G)(2.) “Initial SHIP Account Balance” will be deleted in its entirety.

SECTION 7: It is proposed that Article III (I) of the Agreement (**Employee Qualification**) shall be amended to delete the second paragraph and replace it in its entirety with the following: “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 qualifying event by the first of the month.”

SECTION 8: It is proposed that Article III (K) of the Agreement (**Mandatory Member Meetings**) shall be modified by deleting the fourth and fifth paragraphs in their entirety and replacing it with the following: 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.

SECTION 9: It is proposed that a new Article III (N) of the Agreement (**New Membership**) be added to the Agreement which reads as follows:

“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.”

SECTION 10: It is proposed that Article III (N) of the Agreement (**Late Payments**) be deleted in its entirety and replaced with the following:

“If a Member is more than sixty (60) days late after the issued date of the invoice in paying any Membership Contribution, said Member will be responsible for paying a late fee equal to five percent (5%) of all outstanding invoices. 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.”

In addition this subsection will now be identified as subsection Article III (O) after addition of Article III (N) above.

SECTION 11: It is proposed that a new Article III (P) of the Agreement (**Refund Adjustment Policy**) be added to the Agreement which reads as follows:

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

SECTION 12: It is proposed that Article III (Q)(5) of the Agreement (**Obligations of Terminated Members**) shall be amended by deleting it in its entirety and replacing it with the following:

The obligation of LIMRiCC to administer claims incurred under the Plan prior to 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 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.

SECTION 13: It is proposed that Article VIII of the Agreement (**FORMER PARTICIPATION OF METROPOLITAN LIBRARY SYSTEM (FORMERLY SUBURBAN LIBRARY SYSTEM)**) shall be deleted in its entirety.

SECTION 14: The proposed effective date of the amendments is November 15, 2023.

SECTION 15: 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 16: 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 17: That the President is authorized and directed to sign and the Secretary is authorized and directed to attest to this Resolution.

SECTION 18: This Resolution shall be in full force and effect immediately upon its adoption.

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

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

By: _____

Its: _____

ATTEST:

September 14, 2023

TO: Shorewood-Troy Library Board of Trustees

FROM: Jennie Mills, Library Director

RE: Intergovernmental Agreement with Troy 30-C for Issuance of Library Link Library Card for Eligible Students

The Libraries that serve Troy 30-C (Shorewood-Troy, Joliet, and Three Rivers) jointly entered into Intergovernmental Agreements with the school district in 2020 during the pandemic, as the public libraries worked to assist the school libraries where we could with distance and remote learning. Each public library automatically enrolls the Troy 30-C students with the appropriate public library card once a student enrolls in the school district.

Each library gets the updated student database in the fall term and then in the winter term, providing library cards to the students that belong to each library district.

Library cards have all the privileges of a “regular” library card; no fines are charged on materials, only on lost or damaged items. The cards also provide access to Library databases.

Nothing in the agreement has changed; it is merely renewing for another three years for the school years of:

- 2023-2024
- 2024-2025
- 2025-2026

Our Children’s Outreach Librarian, Gina Rolando, is preparing to go to the Back to School nights scheduled at each Troy school to promote the Library Link cards and other offerings of the public library.

Gina, Lori, and I also recently met with Carrie Upjohn (the School Media Coordinator at Troy 30-C) to discuss advertising the teacher cards to the teachers as well as the homework help email address (teachers can let us know if there’s a homework unit coming up that they need us to get a large number of books or other items for).

Once the Board signs the IGA, it will move to the Troy 30-C Board for approval and signing.

Memorandum of Agreement Between the Troy 30-C School District and the Shorewood-Troy Public Library District

This MEMORANDUM OF AGREEMENT (“MOA”) is entered into between the Shorewood-Troy Public Library District acting by and through its Library Board of Trustees (Library) and the Troy 30-C School District (School District) for the purpose of providing Library Cards to School District Students.

LIBRARY and SCHOOL DISTRICT may be referred to herein individually as a “PARTY” and collectively as the “PARTIES.”

WHEREAS, the LIBRARY's mission is to provide free and easy access to information, ideas, books, and technology that can help enrich, educate, and empower the lives of every individual within the various and diverse communities within the Library District Boundaries.

WHEREAS, the vision of the SCHOOL DISTRICT is for every student to gain a quality education in a safe, caring environment.

WHEREAS, the LIBRARY and the SCHOOL DISTRICT are partners in education for the students attending the SCHOOL DISTRICT and have a long tradition of collaborating to meet the needs of students in achieving their academic goals.

NOW THEREFORE, in consideration of the terms, covenants, and conditions hereinafter contained to be kept and performed by the respective PARTIES, the PARTIES agree to collaborate on connecting every SCHOOL DISTRICT student with a Library Link Library Card issued by the LIBRARIES as follows:

SECTION 1- TERM

The Term of this MOA shall commence on the last date all required signatures are obtained and shall not exceed a period of three (3) years. This MOA shall terminate without cause upon thirty (30) days' written notice from either PARTY to the other PARTY stating that PARTY’S intent to terminate this MOA.

SECTION 2 – PURPOSE

The LIBRARIES and the SCHOOL DISTRICT agree to work collaboratively, as outlined in this MOA, to issue a Library Card to all students in the SCHOOL DISTRICT during the school years:

- 2023-2024
- 2024-2025
- 2025-2026

SECTION 3 – LIBRARY LINK LIBRARY CARD

3.1 The Library Link Card will use a unique number identifier (randomly generated) as the Library Link Library account number.

3.2 The Library Link Library Card will provide access to all materials and electronic resources offered by the LIBRARY, including research and homework databases and downloadable e-books and e-audiobooks. Parents can opt out of allowing their children access to the Internet during the initial enrollment and at any time during the Library Link's Card term.

3.3 The Library Link Library Card will offer the same borrowing privileges that a regularly-issued Shorewood-Troy Library District Card provides.

3.4 Overdue fines or other fees will not be charged on Library Link Card. Parents/guardians will continue to be responsible for lost or damaged items.

SECTION 4 – OPERATING RESPONSIBILITIES

All PARTIES agree that all registration and circulation records of the LIBRARIES pertaining to the Library Link Cards will remain confidential in accordance with the Library Records Confidentiality Act and any other applicable statutes and will not be disclosed except in accordance with the Illinois Freedom of Information Act. Both PARTIES agree to work together to ensure compliance with all applicable laws and statutes.

SECTION 5 – LIBRARY OPERATING RESPONSIBILITIES

5.1 Design, create, and issue Library Link cards, including assuming all costs of printing and distributing them to SCHOOL DISTRICT students and their families. The Library Link Card will be issued by the Shorewood-Troy Public Library to all students of Troy 30-C *who reside within the Shorewood-Troy Library District boundaries*.

5.2 Work jointly with the SCHOOL DISTRICT to develop information that describes the Library Link Card program to parents or legal guardians.

5.3 Work jointly with the SCHOOL DISTRICT to provide training and information to administrators, teachers, and librarians regarding the Library Link Library Card program.

5.4 Provide sufficient time for LIBRARY staff to visit Troy 30-C schools to build and strengthen local partnerships and provide information on the Library Link Library Card program.

5.5 Replace lost, stolen, or damaged Library Link cards at no charge to the students or their parents/guardians.

SECTION 6 – SCHOOL DISTRICT OPERATING RESPONSIBILITIES

6.1 Distribute pertinent information about the Library Link Library Card program to parents or legal guardians.

6.2 Provide SCHOOL DISTRICT student data to the LIBRARY’S integrated library system via a secure electronic delivery method at the initial enrollment and periodically as agreed upon, but no less than every six months for the purpose of updating Library records with current enrollment data.

6.3 Work jointly with the LIBRARY to develop and distribute handouts and website information to create awareness of the Library Link Library Card Program.

6.4 Work jointly with the LIBRARIES to provide training and information to SCHOOL DISTRICT teachers and administrators regarding the Library Link Library Card Program.

6.5 Provide evaluation and feedback to the LIBRARY and assist with obtaining feedback from SCHOOL DISTRICT teachers, administrators, students, and their families or legal guardians.

6.6 Ensure promotional materials include language that states, “Troy 30-C in collaboration with the Shorewood-Troy Public Library District.”

SECTION 7 – NOTIFICATION TO PARTIES

7.1 The representation of the PARTIES who are authorized to administer this MOA and to whom formal notices, demands, and written communications shall be given are as follows:

Shorewood-Troy Library
650 Deerwood Dr.
Shorewood, IL 60404

Troy CCSD 30-C
5800 Theodore St.
Plainfield, IL 60586

IN WITNESS WHEREOF, the PARTIES have caused this MOA to be executed by their duly authorized representatives as of the dates below:

Shorewood-Troy Library

By (signature): _____

Name: _____

Title: _____

Date: _____

Troy CCSD 30-C

By (signature): _____

Name: _____

Title: _____

Date: _____

September 14, 2023

TO: Shorewood-Troy Library Board of Trustees

FROM: Jennie Mills, Director

RE: Website Redesign Request for Proposal

I have included a draft Request for Proposal for redesigning the webpage. The redesign of the webpage was budgeted for in the FY24 budget. A couple of notes about the RFP:

- WCAG 2.1 AA is the standard that ensures that the Library is in compliance with Americans with Disability Act requirements. A web designer should be aware of what that standard is.
- “MFA” stands for Multi-Factor authentication. A web designer should be aware of what the terminology means.
- Our current site does not work perfectly on a mobile phone, but more and more people access the internet solely on their phones. A new site needs to be designed with that in mind.
- The new site needs to be able to integrate a lot of third-party products well, like our catalog, our event calendar, etc.

The RFP does require the firm to build in user testing requirements and the time for the back-and-forth redesign if something isn't working or needs to be rethought.

I look forward to the Board's discussion on the draft.

September 14, 2023

TO: Shorewood-Troy Library Board of Trustees

FROM: Jennie Mills, Director

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The RFP does require the firm to build in user testing requirements and the time for the back-and-forth redesign if something isn't working or needs to be rethought.

I look forward to the Board's discussion on the draft.

September 14, 2023

TO: Shorewood-Troy Library Board of Trustees

FROM: Jennie Mills, Director

RE: Community Book Drops

In October, the Library will be debuting four new self-checks, funded by the ARPA dollars provided by Will County (overall \$40,000). The last time self-checks were purchased was in approximately 2008 or 2009 (before I started at the Library), so the new self-checks will be a noticeable technological upgrade.

The ARPA dollars were to be spent on (quoting from the grant):

+++++

1. Self-Check Devices: It will maintain social distancing in the building.
2. Library e-materials: E-materials such as e-books, e-audios, and streaming content (like movies) reduce the need for an in-person presence in the library.

3. Community Book Drop-Off Locations: The book drops will also allow patrons to return physical materials off-site, reducing clustering at our on-site facility.

+++++

The grant pays for two book drop installations in the community. In previous discussions, schools had been brought up. However, my concern is that school library books will be mixed in with our library books, confusing both libraries.

Both Troy Township & the Village are willing to accept a community book drop. Another thought might be the fire station on 59. Does anyone on the Board have preferences for agencies to approach? By October, I can have those agencies contacted and have a draft IGA for the Board ready to approve before having the agencies sign an agreement.

September 14, 2023

TO: Shorewood-Troy Library Board of Trustees

FROM: Jennie Mills, Director

RE: Strategic Plan

From the last Board meeting, I heard that the Board:

- Wants a small-scale planning process
 - No focus groups
 - Possibly a Board retreat?
 - Possibly a commissioned staff survey?
 - Possibly a commissioned community survey?
- Only wants one to two planning sessions
- Does not want a very “structured” five-year plan
- But does want a Mission Statement & Core Values to provide a “guide document”

Other feedback I’ve heard over time:

- There is some interest in doing a Capital Campaign or working with a foundation.
 - The planning process could provide definition for this

Of course, I welcome other feedback from the Board as well about what they are interested in seeing for this project.

This is a smaller-scale plan. I could talk to several consultants, including:

- Kathy Parker, Author of the “Public Library Director’s Toolkit,” with Kate Hall from the American Library Association. She does contract work as an Interim Library Director.
- Deiters & Todd: <https://www.deiterstodd.com/>
- Amanda Standerfer of Fast Forward Libraries: <https://fastforwardlibraries.com/>
- Sarah Keister Armstrong: <https://skaassociates.com/>

To see what they charge and how they could customize a design approach for the Board.

9/14/2023

TO: Board of Trustees, Shorewood-Troy Public Library

FROM: Jennie Mills, Director

RE: Executive Session

There is an Executive Session on the agenda to discuss the existing lease terms with Shorewood Plaza. I have enclosed the current lease in your packet for review.

PARKING LOT LEASE AGREEMENT

This Parking Lot Lease Agreement ("Lease") is made and entered into this 9th day of July 2015, by and between the Shorewood-Troy Public Library District, a municipal corporation, ("Tenant" or "District") and Shorewood Plaza, L.L.C., an Illinois limited liability company ("Landlord").

WITNESSETH:

WHEREAS, the Landlord owns a parcel of land located on the south side of Deerwood Drive directly across from the District's library facility; and

WHEREAS, the District desires to construct a parking lot for the use of its facility employees and patrons on this location; and

WHEREAS, the District desires to lease from the Landlord on an exclusive basis, and the Landlord desires to lease to the District on an exclusive basis, this property for the construction and maintenance of the parking lot on the terms and conditions contained herein; and

WHEREAS, Article Thirty of Illinois Public Library Act of 1991 (75 ILCS 16/30-55.20) provides authority for the District to lease property.

NOW, THEREFORE, the parties agree as follows:

1. **Property.** Landlord does hereby lease to Tenant and Tenant does hereby lease from Landlord the real estate described on Exhibit A attached hereto and incorporated herein by reference, together with all improvements, and other facilities of every nature thereon; and all rights, easements, rights of way, privileges and other appurtenances thereunto belonging or in anyway appertaining; and all access rights of Landlord in and to any public or private streets, alleys or other thoroughfares abutting same (collectively referred to herein as the "Property").

2. **The Lease Term.** The term of this Lease shall commence on the date hereof ("Commencement Date") and shall expire upon the earlier of (1) the District vacating its facility at 650 Deerwood Drive Shorewood, IL 60404 or (2) July 9, 2035. Prior to the Lease terminating on July 9, 2035 and if there are no events of default, the parties will make best efforts to extend the Lease under terms and provisions mutually agreeable to both parties.

3. Purpose and Use.

(a) The District shall use the Property solely for the purpose of constructing, operating and maintaining a parking lot for the benefit of its library facility's employees and patrons and for no other purpose without the Landlord's prior written consent.

(b) The District's use, as herein defined, shall not be for any purpose which is forbidden by law, regulation or ruling of any governmental authority, including local, state and federal, (including all environmental laws, regulations and rules) or which may invalidate any policy of insurance.

4. Rent. Commencing on the Commencement Date and each anniversary thereafter during the Lease Term, Tenant shall pay Landlord One Dollar (\$1.00) as rent.

5. Construction and Maintenance.

(a) The District shall construct the parking lot on the Property in accordance with the plans attached hereto as Exhibit B and incorporated herein by reference, which are approved by Landlord. The District shall construct the parking lot at the District's sole cost and expense and in compliance with all Village of Shorewood building regulations.

(b) The District shall be solely responsible for the maintenance and repair of the parking lot and the Property, which may include but not be limited to: debris and snow removal, resurfacing, installation and maintenance of signage, and installation and maintenance of lighting. This obligation shall also include maintaining the private road located to the east of the Property and more specifically defined in the attached Exhibit C which is incorporated herein by reference.

(c) All such alterations, additions and improvements to the Property shall become the property of the Landlord at the end of the Lease Term. At the Landlord's request the District shall, at its sole costs and expense, at the end of the Lease Term or any extension thereof, remove all improvements, and restore the Property to substantially the condition existing as of the Commencement Date, ordinary wear and tear excepted.

6. Utilities. Tenant shall pay all service charges for water, telephone, electricity, heat or other utility charges for utility services used or consumed by Tenant in its occupancy of the Property, and Tenant shall not at any time permit any lien or claim to be filed against the Property, or any part thereof, on account of any expenses or charges for same.

7. Quiet Enjoyment.

(a) Landlord represents and warrants to and covenants and agrees with Tenant that upon Tenant paying the rental required in this Lease and observing and performing the other obligations, terms, covenants and conditions of this Lease on Tenant's part to be observed and performed, Tenant shall be entitled to peaceably and quietly use, possess and enjoy the Premises during the Lease Term hereof and such use, possession and enjoyment shall not be terminated, disturbed, diminished or impaired.

(b) Landlord shall have access to the Property in order to pile snow from neighboring snow removal efforts so long as said action does not reasonably impede Tenant's quiet enjoyment of the Property. The piling of snow shall be contained and limited to the south 20 feet of the Property.

8. Insurance.

(a) Before commencing construction work, the District shall provide and maintain the following insurance in form and amount with companies satisfactory to and as approved by the Landlord: Comprehensive General Liability (claims form) in an amount not less than \$1,000,000 combined single limit, \$2,000,000 annual aggregate. The policy must name Shorewood Plaza, L.L.C. as an Additional Primary Insured without right of contribution.

(b) Before commencing work, the District shall deliver to Landlord a certificate of insurance evidencing the foregoing coverage and upon request the District shall deliver a certified, true and complete copy of the policy or policies. The policies shall provide for not less than ten (10) days prior written notice to Landlord of cancellation of or any material change in the policies.

9. Assignment. The District shall not assign this Lease or sublet the Property to any other party without the express written approval of the Landlord. Any such approval shall be within the sole discretion of the Landlord.

10. Indemnification.

(a) The District, during the Lease Term, shall indemnify Landlord against all claims and demands, whether for injuries to persons, loss of life, or damage to property occurring within the Property or arising out of the maintenance and operation of the parking lot and the Property by the District; excepting, however, such claims and demands, whether for injuries to persons, loss of life, or damage to property caused by negligent acts or omissions of Landlord, its agents or employees.

(b) Landlord, during the Lease Term, shall indemnify the District against all claims and demands, whether for injuries to persons, loss of life, or damage to

property occurring within the Property and arising out of a negligent act or omission by Landlord; excepting, however, such claims and demands, whether for injuries to persons, loss of life, or damage to property caused by acts or omissions of Tenant, its agents or employees.

11. Tort Immunity. Nothing herein shall be construed to waive any privilege or immunity of the District against third parties under the Illinois Tort Immunity Act or any similar or subsequent laws.

12. Real Estate Taxes. During the term of the Lease, the District shall be responsible for paying all real estate taxes levied upon the Property, if any. The parties acknowledge that the Property contains approximately .85 acres and is currently assessed as part of a larger tract of land of approximately 2.50 acres, which is improved with a 7,200 square foot building, for real estate tax purposes (PIN 05-06-09-409-031-0000). The District shall be responsible for the payment of real estate taxes for 34.00% (.85 acres/2.50 acres) of the land only portion of the real estate tax bill plus 100% of the real estate taxes for all improvements constructed by the District on the Property. Landlord shall submit the tax bill and Tenant's portion of the same to Tenant and Tenant shall have thirty (30) days from receipt to remit payment to the Landlord. Landlord shall pay all real estate taxes to the Will County Treasurer when due.

13. Right of First Refusal. Tenant shall have the right of first refusal to purchase the Property as set forth below:

(a) If at any time during the Lease Term, or any extension thereof, Landlord shall receive a bona fide offer from a third party for the purchase of the Property, which offer Landlord shall desire to accept, Landlord shall promptly deliver to Tenant a copy of the offer, and Tenant may, within thirty (30) days thereafter, elect to purchase the Property on the same terms and conditions as set forth in the offer.

(b) Should Landlord desire to sell the Property at any time during the Lease Term, or any extension thereof, for any reason, Landlord shall give Tenant the right of first refusal and the sales price shall be based on either: (1) the average of the Tenant's and the Landlord's appraisals or (2) the appraisal of an appraiser that both Tenant and Landlord agree upon.

14. Remedies and Enforcement.

(a) In the event of a breach or threatened breach by any of the parties of any of the terms, covenants, restrictions or conditions hereof, the other party shall be entitled to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance.

(b) In the event a party institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party after a final adjudication shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

15. Entire Agreement. This Lease and the Exhibits attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Property and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.

16. Notices. Any and all notices, demands or communications required to be given by either party shall be in writing and sent by certified mail, return receipt requested, to the following:

For District:

Attention: Jennifer Cisna Mills
650 Deerwood Drive
Shorewood, IL 60404
Telephone:

With a copy to:

Mahoney, Silverman & Cross, LLC
Attn: Jean A. Kenol
822 Infantry Drive, Suite 100
Joliet, IL 60435
Telephone: (815)730-9500
Telecopy: (815)730-9598
Email: jkenol@msclawfirm.com

For Landlord:

Attn: William A. Michas
700 W. Jefferson Street
Shorewood, IL 60404
Telephone: 815-725-2212

With a copy to:

Tracy, Johnson & Wilson
Attn: John S. Gallo
2801 Black Road, Second Floor
Joliet, IL 60435
Telephone: 815-723-8500
Telecopy: 815-727-4846
Email: jgallo@tracylawfirm.com

17. Interpretation. The parties hereto stipulate and agree that all parties were responsible for the draft of this Lease, and that no party shall be deemed a drafter for purposes of interpreting the intent of the parties. Further, no prior draft of this Lease, or notes or testimony thereon, shall be used in any manner for the interpretation of the meaning of the terms of this Lease.

18. Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of Illinois. The obligations under the terms of the Lease are performable in Will County, Illinois, and any and all payments under the terms of the Lease are to be made in Will County, Illinois. Any dispute involving this Agreement shall be resolved and venue in the Circuit Court of the Twelfth Judicial Circuit, Will County, Illinois.

19. Time of Essence. Time is of the essence in each and every provision, covenant and condition herein contained.

20. Binding Effect. The covenants and agreements contained in this Lease shall be binding on the parties thereto and on their respective successors, heirs, executors, administrators and assigns.

IN WITNESS WHEREOF This Lease has been executed by two duplicate original documents, one of which is retained by each party.

{signature page to follow}

LANDLORD:

Shorewood Plaza, L.L.C.

By: William A. Michay
Manager

Date 7-20-2015

TENANT:

Shorewood-Troy Public Library District

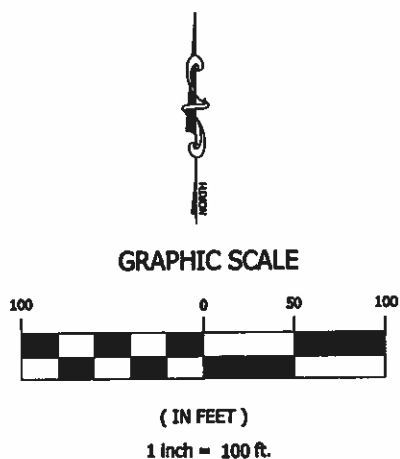
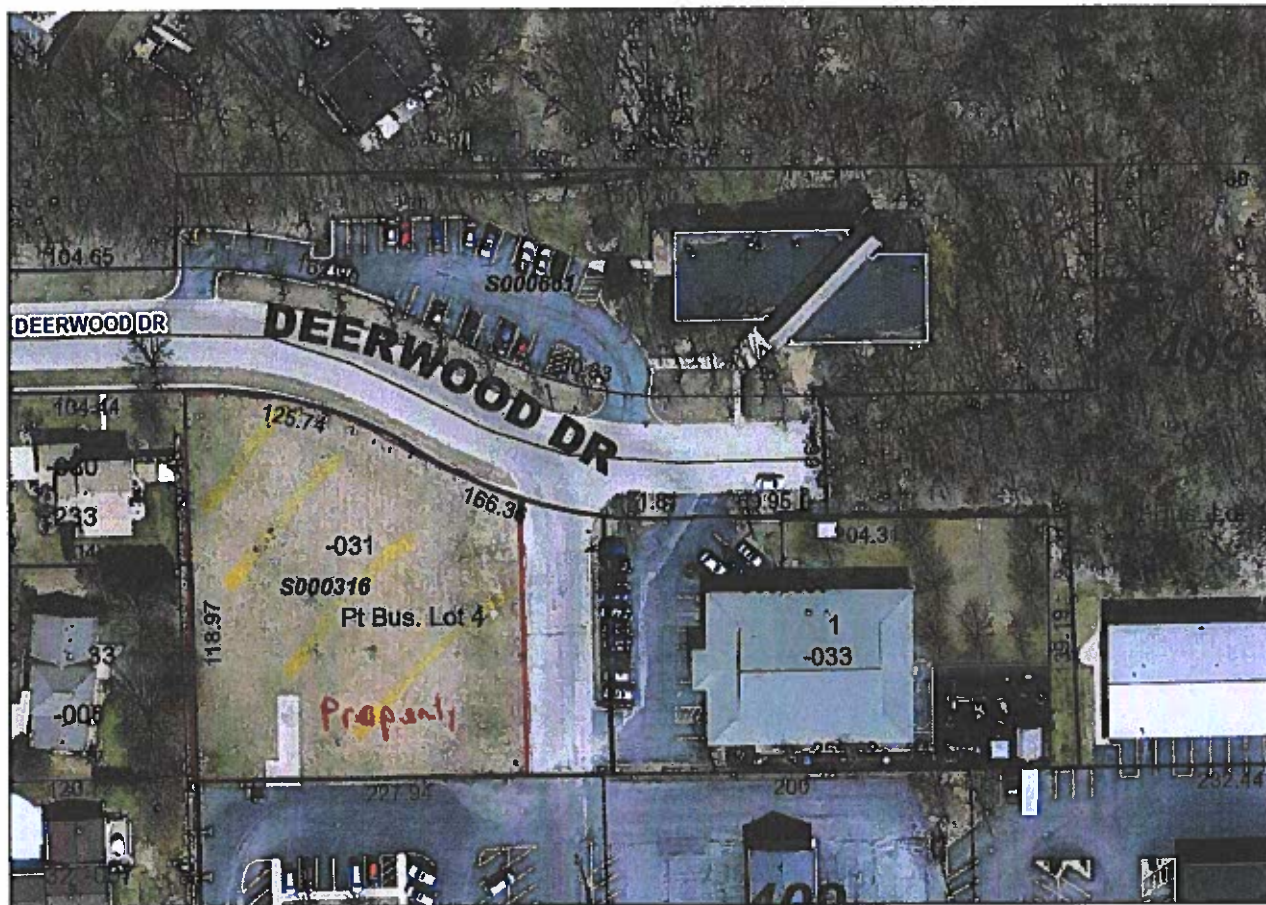
By: [Signature]
Director

Date 7-9-15

EXHIBIT A
Description

See attached depiction of the Property.

EXISTING SITE MAP



SOURCE: WILL COUNTY GIS 2013 6-INCH AERIAL PHOTOGRAPHY

EXHIBIT 1

SCALE: 1" = 100'	FIELDWORK DATE:	REVISED FIELDWORK DATE:	DRAWN BY: L.W.D.
------------------	-----------------	-------------------------	------------------

ROGINA

ENGINEERS & SURVEYORS, L.L.C.
1225 Channahon Road Joliet, Illinois 815/729-0777 FAX 815/729-0782
Professional Design Firm License No. 184-006843 - Exp. 4/30/2015

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FILE NO: 0842.02

EXHIBIT B
Parking Lot Plans

DDR

DEERWOOD DR

EX. STM. SWR

125.74

24'

166.36

118.97

20'

24'

18'

9'

24'

227.94

S000316

PL Bus Lot 4

FUTURE DETENTION

S000601

S000602

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GRAPHIC SCALE



1 inch = 50 ft.

**SOURCE: WILL COUNTY GIS 2013 6-INCH
AERIAL PHOTOGRAPHY**

EXHIBIT 3

SCALE: 1" = 100'	FIELDWORK DATE:	REVISED FIELDWORK DATE:	DRAWN BY: J.C.C.
------------------	-----------------	-------------------------	------------------



Professional Design Firm License No. 184-006843 - Exp. 4/30/2017

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FILE NO: 0842.02

An aerial photograph of a parking lot and surrounding area. The parking lot is divided into several sections, with dimensions and labels indicating specific areas. The main parking area is labeled "S000316" and "Pt Bus. Lot 4". Dimensions include 125.74, 166.36, 118.97, 24', 18', 9', and 227.94. A curved road at the top is labeled "DEERWOOD DR". Other labels include "EX. STM. SWR", "DETENTION", and "S000661". The map also shows a building, a road, and a parking lot with several cars.

GRAPHIC SCALE



1 inch = 50 ft.

SOURCE: WILL COUNTY GIS 2013 6-INCH AERIAL PHOTOGRAPHY

EXHIBIT 4

SCALE: 1" = 100'	FIELDWORK DATE:	REVISED FIELDWORK DATE:	DRAWN BY: J.C.C.
------------------	-----------------	-------------------------	------------------



ROGINA

ENGINEERS & SURVEYORS, LLC.

1225 Channahon Road Joliet, Illinois 815/729-0777 FAX 815/729-0782

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FILE NO:

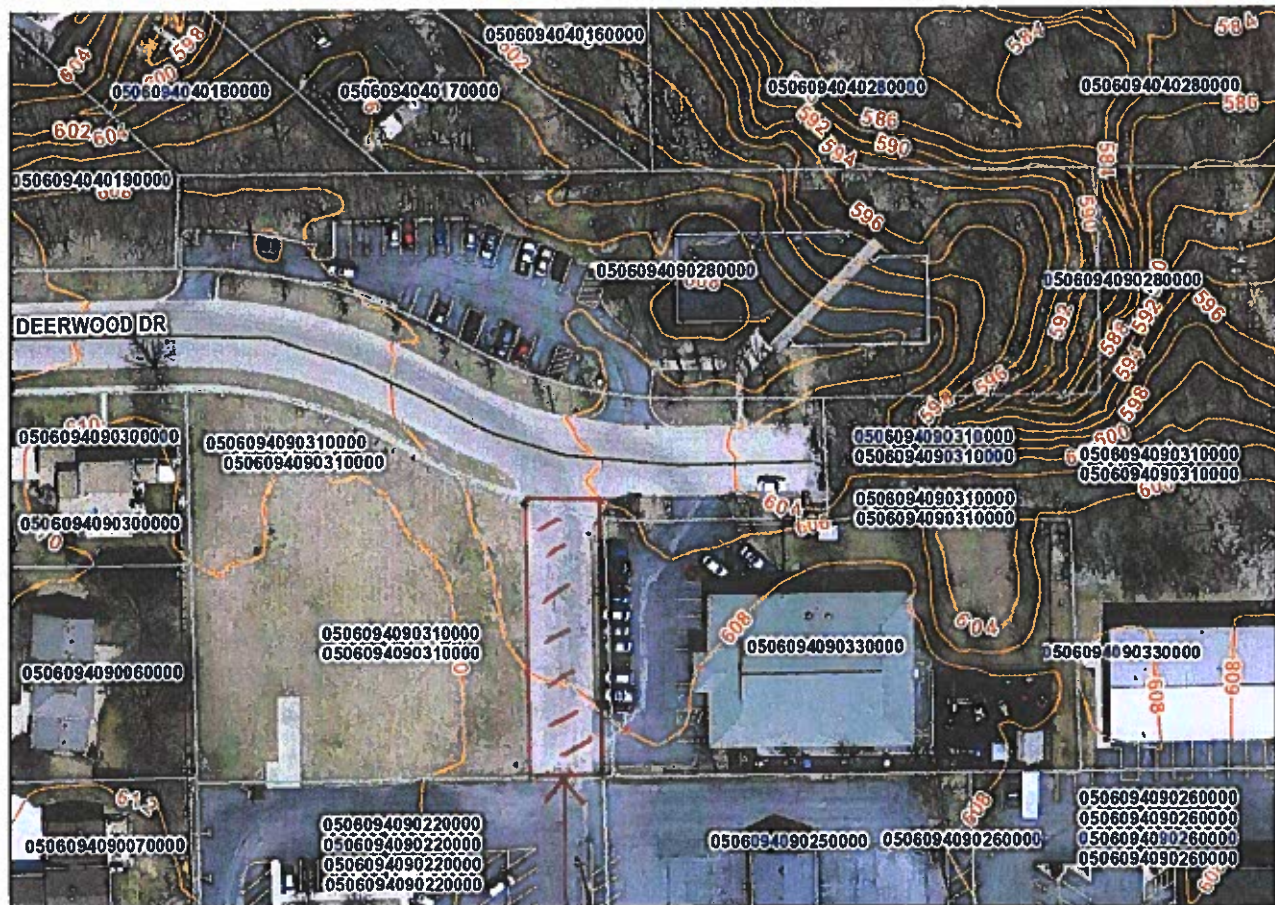
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0842.02

EXHIBIT C
Private Road

See attached depiction of the Private Road.

EXISTING TOPOGRAPHY MAP



30' Private Road



GRAPHIC SCALE



(IN FEET)

1 inch = 100 ft.

SOURCE: WILL COUNTY GIS 2013 6-INCH
AERIAL PHOTOGRAPHY

EXHIBIT 2

SCALE: 1" = 100' FIELDWORK DATE: REVISED FIELDWORK DATE: DRAWN BY: L.W.D.



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