

Warrenville Public Library District

28W751 Stafford Place, Warrenville IL 60555-3002 • 630/393-1171 • warrenville.com

**WARRENVILLE PUBLIC LIBRARY DISTRICT
Budget & Appropriation Public Hearing
Wednesday, September 20, 2023, 7:00 p.m.
Location: Library Meeting Room**

This meeting will be broadcast live online at: <https://us02web.zoom.us/j/87362469620>. The public may also listen to the meeting by calling 312-626-6799 and entering the Meeting ID number 873 6246 9620. (There is no participant ID or password.)

Public comments may be shared in person at the meeting or emailed to trustees@warrenville.com. Please use the subject line to indicate the email is a public comment for the Board Meeting. Emailed comments will be read during the meeting if they include the commenter's first and last name, are received at the above email address prior to the meeting's start time, are no more than 500 words in length and are free of any abusive or obscene language. While the Board appreciates all questions and comments, they will not respond at the meeting, but may choose to do so at a later time.

AGENDA

1. Call to order
2. Roll Call (Trustees DuRocher, Lezon, Picha, Richardson, Schmidt, Stull, Warren)
 - a. Approve Remote Attendance and Participation, if needed **(ACTION)**
3. Public comments on the Budget & Appropriation Ordinance
4. Trustee / Staff Comments on the Budget & Appropriation Ordinance
5. Adjournment **(ACTION)**

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WARRENVILLE PUBLIC LIBRARY DISTRICT
Regular Meeting of the Board of Trustees
Wednesday, September 20, 2023, 7:00 p.m.
(immediately following Budget & Appropriation Public Hearing)
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1. Call to order
2. Roll Call (Trustees DuRocher, Lezon, Picha, Richardson, Schmidt, Stull, Warren)
 - a. Approve Remote Attendance and Participation, if needed **(ACTION)**
3. Approval of the agenda **(ACTION)**
 - a. *Trustees may request to remove any items from the consent or regular agenda at this time. Discussion only items may also be added to the regular agenda at this time.*
4. Presentations
 - a. Paul Dobersztyn - Hoopla
5. Public comments
6. Correspondence
7. Consent Agenda **(ACTION)**

p. 3..... a. Approve Minutes of the August 16, 2023 Regular Board Meeting

p. 8..... b. Receive and file Financial Report for August 2023

p. 13..... c. Adopt Ordinance #23-24-02 Budget & Appropriation Ordinance for 2023-2024 Fiscal Year and Certificate of Authenticity

p. 18..... d. Adopt Resolution #227 - Resolution to Determine Estimate of Funds Needed for 2023-2024 Fiscal Year

p. 20..... e. Approve Chief Fiscal Officer's Certificate of Estimated Revenue for 2023-2024 Fiscal Year

- p. 21 f. Adopt Ordinance #23-24-03 Approving Resolutions of Amendment and Amended Intergovernmental Agreement with LIMRiCC
8. Regular Agenda
- p. 71 a. Approve payments for the period of August 17-September 20, 2023 **(ACTION)**
- p. 73 b. Approve transfer of funds **(ACTION)**
9. Unfinished Business
10. New Business
- p. 74 a. Review first draft of Levy Ordinance and Truth in Taxation Notice (*discussion*)
- p. 80 b. Approve revisions to Policy #310 – Hours of Operation **(ACTION)**
- p. 82 c. Approve revisions to Employee Handbook section on “Floating Holidays” **(ACTION)**
11. Director's Report
- p. 87 a. Logo refresh/redesign
- p. 92 ..12. Department Head Reports
13. President's Report
- p. 106 a. Next meetings or events
14. Treasurer's Report
- p. 107 a. Property Tax Distributions
15. Secretary's Report
16. Committee Reports
17. Trustee Comments
18. Items for information and/or discussion (No Action)
19. Closed Session
20. Adjournment **(ACTION)**

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 - a. Paul Dobersztyn - Hoopla
5. Public comments
6. Correspondence
7. Consent Agenda **(ACTION)**
 - a. Approve Minutes of the August 16, 2023 Regular Board Meeting
 - b. Receive and file Financial Report for August 2023
 - c. Adopt Ordinance #23-24-02 Budget & Appropriation Ordinance for 2023-2024 Fiscal Year and Certificate of Authenticity
 - d. Adopt Resolution #227 - Resolution to Determine Estimate of Funds Needed for 2023-2024 Fiscal Year
 - e. Approve Chief Fiscal Officer's Certificate of Estimated Revenue for 2023-2024 Fiscal Year
 - f. Adopt Ordinance #23-24-03 Approving Resolutions of Amendment and Amended Intergovernmental Agreement with LIMRiCC

8. Regular Agenda
 - a. Approve payments for the period of August 17-September 20, 2023 **(ACTION)**
 - b. Approve transfer of funds **(ACTION)**
9. Unfinished Business
10. New Business
 - a. Review first draft of Levy Ordinance and Truth in Taxation Notice (*discussion*)
 - b. Approve revisions to Policy #310 – Hours of Operation **(ACTION)**
 - c. Approve revisions to Employee Handbook section on “Floating Holidays” **(ACTION)**
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12. Department Head Reports
13. President's Report
 - a. Next meetings or events
14. Treasurer's Report
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15. Secretary's Report
16. Committee Reports
17. Trustee Comments
18. Items for information and/or discussion (No Action)
19. Closed Session
20. Adjournment **(ACTION)**

WARRENVILLE PUBLIC LIBRARY DISTRICT
Regular Meeting of the Board of Trustees
Wednesday, August 16, 2023

1. Call to order – Trustee DuRocher called the meeting to order at 7:01 p.m.
2. Roll Call – Trustee DuRocher called roll call

ATTENDING: Trustees DuRocher, Lezon, Picha, Stull

ABSENT: Trustees Richardson, Schmidt, Warren

ALSO ATTENDING: Library Executive Director Jason Stuhlmann, Assistant to the Executive Director Jackie Davis, HR Manager Ian Stevens, Marketing and Communications Manager Kathy Gaydos, Acquisitions & Cataloging Manager MaryKellie Marquez, Member Services Manager Laurie Rex

3. Approval of the agenda

Trustee DuRocher amended the agenda as follows:

- a. Remove item 7.e – “Approve updated Intergovernmental Agreement with LIMRICC” from the consent agenda
- b. Remove item #19 – “Closed Session” from the agenda
- c. Move item #20 – Action Resulting from Closed Session” to the regular agenda as #8.c. – Determination of Closed Session Minutes

MOTION: Trustee Stull moved to approve the agenda as amended. Trustee Lezon seconded.

Voice vote:

Ayes – all

Nays – none

Absent – Trustees Richardson, Schmidt, Warren

Motion carried

4. Presentations - none
5. Public comments – none
6. Correspondence – Director Stuhlmann stated the library received information from Attorney Ritzman regarding the Budget and Appropriation Ordinance.
7. Consent Agenda

Trustee Stull read the consent agenda as follows:

- a. Approve Minutes of the July 19, 2023 Regular Board Meeting
- b. Receive and File Financial Report for July 2023

- c. Approve Annual Statement of Income & Disbursements for FY 2023
- d. Approve Public Disclosure of "Total Compensation" posting for Fiscal Year Ending June 30, 2024 as required by Illinois Public Act 97-0609

MOTION: Trustee Picha moved to approve the consent agenda as read. Trustee Lezon seconded.

Roll call vote:

Ayes – Trustee DuRocher, Lezon, Picha, Stull

Nays – None

Absent – Trustees Richardson, Schmidt, Warren

Motion carried

8. Regular Agenda

- a. Approve payments for the period of July 20, 2023 – August 16, 2023

MOTION: Trustee Stull moved to approve payments in the amount of \$47,785.02 for the period of July 20, 2023 through August 16, 2023 including electronic payments and checks #9514 through 9553. Trustee Lezon seconded.

Roll call vote:

Ayes – Trustee DuRocher, Lezon, Picha, Stull

Nays – None

Absent – Trustees Richardson, Schmidt, Warren

Motion carried

- b. Approve transfer of funds

MOTION: Trustee Picha moved to transfer \$175,000.00 from commercial checking account to operating checking account. Trustee Stull seconded.

Roll call vote:

Ayes – Trustee DuRocher, Lezon, Picha, Stull

Nays – None

Absent – Trustees Richardson, Schmidt, Warren

Motion carried

- c. Determination of Closed Session Minutes

MOTION: Trustee Stull moved to keep closed all of the closed session minutes that are currently closed. Trustee Picha seconded.

Roll call vote:

Ayes – Trustee DuRocher, Lezon, Picha, Stull

Nays – None

Absent – Trustees Richardson, Schmidt, Warren

Motion carried

9. Unfinished Business – none

10. New Business

a. Review and Approve Illinois Public Library Annual Report for FY2023

Trustee Picha asked if there are any consequences if the report is not filed. Director Stuhlmann stated it would affect the Per Capita Grant funds the library receives.

Trustee Stull suggested a bookmark be made with some of the fun facts from the report.

Director Stuhlmann stated there is a section on Capital Expenditures which are only estimates. These are items that may need to be replaced or repaired in the future.

MOTION: Trustee Stull moved to approve the Illinois Public Library Annual Report for FY2023. Trustee Lezon seconded.

Voice vote:

Ayes – all

Nays – none

Absent – Trustees Richardson, Schmidt, Warren

Motion carried

11. Director's Report

a. Early Polling Place – Director Stuhlmann stated we were not selected to be an early voting location. The Election Commission thought the available library spaces were too small.

b. Director Stuhlmann stated after reviewing the 2004 Plat of Survey, he determined the fountain is on City property, not Library property.

A neighboring townhome inquired if the parking spaces on Stafford Place belong to them and did not want library staff parking there. Director Stuhlmann sent multiple documents as proof the parking spaces do belong to the library.

c. Open Meeting Act Training (OMA) – Director Stuhlmann asked if the board officers should retake the OMA training every year. After discussion, it was the consensus of the board that any new trustees and two OMA designees, on a rotating basis every two years, would take the training.

12. Department Head Reports

- Trustee Picha stated she likes the Safety Committee is focusing on weather emergencies.
- Trustee Picha asked who covers the IT Department when Duncan Jones is on vacation. Director Stuhlmann stated Duncan reviewed items with him and there is a list of available contractors to call if needed.
- Trustee Stull asked if the open position has been filled. HR Manager Ian Stevens stated they have been interviewing, with a few scheduled for next week.

13. President's Report – Trustee DuRocher stated the next meetings are:

- a. Budget & Appropriation Public Hearing on Wednesday, September 20, 2023 at 7 p.m.
- b. Regular Board Meeting on Wednesday, September 20, 2023
- c. Decennial Committee on Local Government Efficiency on Wednesday, October 18, 2023 at 6 p.m.
- d. Regular Board Meeting on Wednesday, October 18, 2023 at 7 p.m.

14. Treasurer's Report – Trustee Lezon reported everything looks good.

15. Secretary's Report – Trustee Stull reported everything looks good.

16. Committee Reports – none

17. Trustee Comments

Trustee Stull stated she enjoyed Kaleidoscope Eyes, a Beatles tribute band on August 10.

Trustee Lezon stated she was happy to see the library is offering a sugar skull painting program. Kathy Gaydos stated last year skulls were extremely well done. She also stated the library will be hosting Day of the Dead Ofrendas again this year with various community groups crafting ofrendas and having them on display in the library.

18. Items for information and/or discussion - none

19. Adjournment

*MOTION: Trustee Stull moved to adjourn the regular meeting at 7:32 p.m.
Trustee Lezon seconded.*

Voice vote:

Ayes – all

Nays – none

Absent – Trustees Richardson, Schmidt, Warren

Motion carried

Respectfully submitted,

Heather Stull, Secretary
Board of Trustees
Warrenville Public Library District

WARRENVILLE PUBLIC LIBRARY DISTRICT

27 W 751 STAFFORD PL

WARRENVILLE, IL 60555

August 31, 2023

WARRENVILLE LIBRARY INCOME	AUGUST 2.023 LEVY EXT	FUND BALANCES											PAGE 1
		% OF TOTAL TAX INCOME	TAX INC. RECEIVED CUR. MTH	TAX INC. RECEIVED Y.T.D.	% RECEIVED	UNAUDITED FUND BAL 45.107	TRANSFERS	OTHER INC RECEIVED MONTH	Y.T.D. OTHER INCOME	EXPENSES MONTH	Y.T.D. EXPENSES	UNAUDITED CURRENT	
LEVY													
CORPORATE	2.171.305	100.0000%	147375	1.299.705	59.86%	875.974	0	2.904	26.799	156.413	350.657	1.851.821	
BLDG. & MAIN	-	0.0000%	0	-		-	0	-	-	-	-	-	
TOTAL TAX (LEVIED)	2.171.305	100.00%	147375	1.299.705	59.86%	875.974	0	2.904	26.799	156.413	350.657	1.851.821	
DEFERRED REVENUE	-		0	-		-	0	-	-	-	-	-	
WORKING CASH	-		0	-		225.847	0	-	-	-	-	225.847	
DEVELOPER DONATIONS	-		0	-		-	0	-	-	-	-	-	
SPECIAL RESERVE	-		0	-		395.825	0	-	-	-	-	395.825	
ALBA LEMOS GIFT FUND	-		0	-		-	0	-	-	-	-	-	
CAPITAL PROJECT	-		0	-		-	0	-	-	-	-	-	
TOTAL	2.171.305	100.00%	147375	1.299.705	59.86%	1.497.646	0	2.904	26.799	156.413	350.657	2.473.493	
FORMULA = A+B+C+D-E=F				A		B	C		D		E	F	

WARRENVILLE PUBLIC LIBRARY DISTRICT
Statement of Revenues Expenses Cash Basis
Period Ending: July 2023
Corporate Fund

	Corporate Fund Month Ended Aug 31, 2023	Corporate Fund 12 Months Ended Jun 30, 2024	Corporate Fund Budget	Balance	% Received Expended
Income					
Taxes Levied	\$ 147,375.25	\$ 1,299,705.30	\$ 2,171,305.00	\$ 871,599.70	59.86 %
Copier	409.42	1,039.76	6,000.00	4,960.24	17.33 %
Extended Use Fees	3.40	3.40	0.00	(3.40)	
Fees	19.31	45.91	150.00	104.09	30.61 %
TIF Funds	0.00	0.00	25,000.00	25,000.00	0.00 %
Interest	2,075.84	4,281.27	10,000.00	5,718.73	42.81 %
Book Sales	0.00	0.00	700.00	700.00	0.00 %
Lost Books	396.82	636.76	2,500.00	1,863.24	25.47 %
Gifts / Memorials	0.00	0.00	1,400.00	1,400.00	0.00 %
Miscellaneous	0.00	0.00	500.00	500.00	0.00 %
Hotel/Motel Tax	0.00	0.00	12,892.00	12,892.00	0.00 %
Grants - Per Capita	0.00	20,791.60	20,791.00	(0.60)	100.00 %
Developer Donations	0.00	0.00	15,000.00	15,000.00	0.00 %
	150,280.04	1,326,504.00	2,266,238.00	939,734.00	58.53 %
Expenses					
Sal. - Administration	19,166.70	38,333.40	252,500.00	214,166.60	15.18 %
Sal. - Member Services	18,372.46	36,649.62	269,000.00	232,350.38	13.62 %
Sal. - Maintenance	2,101.60	4,203.21	28,000.00	23,796.79	15.01 %
Sal. - Marketing	9,101.48	18,228.81	119,500.00	101,271.19	15.25 %
Sal. - Public Services	36,800.35	71,061.93	492,500.00	421,438.07	14.43 %
Sal. - IT	4,757.82	9,476.58	62,500.00	53,023.42	15.16 %
Sal. - Technical Services	7,205.17	14,377.28	95,000.00	80,622.72	15.13 %
I.M.R.F. - Expense	7,974.81	19,381.09	107,500.00	88,118.91	18.03 %
Fica - Expense	7,192.25	14,179.43	101,000.00	86,820.57	14.04 %
Unemp. Comp.	0.00	280.79	1,260.00	979.21	22.28 %
Op - Mat'l Processing/Tech	608.32	919.38	10,600.00	9,680.62	8.67 %
Op - Mat'l Processing/Circ	0.00	19.99	3,550.00	3,530.01	0.56 %
Op - Postage	42.98	747.11	4,750.00	4,002.89	15.73 %
Op - Office Supplies	278.38	497.42	3,780.00	3,282.58	13.16 %
Op - Bank Fee's	70.02	135.50	1,600.00	1,464.50	8.47 %
Op - Automation Supplies	321.61	509.91	4,500.00	3,990.09	11.33 %
Op - Publishing	52.90	52.90	1,250.00	1,197.10	4.23 %
Equip. - Purchases	717.43	1,499.79	9,470.00	7,970.21	15.84 %
Equip. - Maintenance	14.82	33.41	1,500.00	1,466.59	2.23 %
Auto. - Software	0.00	7,025.00	16,275.00	9,250.00	43.16 %
Auto. - Purchases	48.51	48.51	5,500.00	5,451.49	0.88 %
Auto. - Maintenance	374.03	11,808.66	55,849.00	44,040.34	21.14 %
L. Ins. - Workmen's Comp	0.00	0.00	6,000.00	6,000.00	0.00 %
Ins. - Multi Peril Package	0.00	0.00	20,000.00	20,000.00	0.00 %
L. Ins. - Officer / Dir	0.00	0.00	2,150.00	2,150.00	0.00 %
Ins. - Bonds	0.00	0.00	50.00	50.00	0.00 %
Ins. - Health / Life	8,739.22	17,602.74	133,000.00	115,397.26	13.24 %
Pd - Recruiting	0.00	0.00	1,500.00	1,500.00	0.00 %
Pd - Staff Appreciation	35.94	38.80	5,200.00	5,161.20	0.75 %
Pd - Staff / Tuition Reimburse	0.00	0.00	800.00	800.00	0.00 %
Pd - Staff / Dues	415.00	415.00	3,583.00	3,168.00	11.58 %
Pd - Staff / Meetings	195.00	195.00	15,760.00	15,565.00	1.24 %
Pd - Staff / Transportation	252.96	263.57	3,800.00	3,536.43	6.94 %
Pd - Trst / Dues	0.00	0.00	236.00	236.00	0.00 %
Pd - Trst / Mtgs	0.00	0.00	2,250.00	2,250.00	0.00 %
Pd - Trst / Transportation	0.00	0.00	750.00	750.00	0.00 %
Pd - Trustee Misc	9.92	18.97	500.00	481.03	3.79 %
Cont - Lawyer	130.00	130.00	4,000.00	3,870.00	3.25 %

See Accountants Compilation Letter

WARRENVILLE PUBLIC LIBRARY DISTRICT

Statement of Revenues Expenses Cash Basis

Period Ending: July 2023

Corporate Fund

Cont - Accounting	1,021.68	2,302.80	13,300.00	10,997.20	17.31 %
Cont - Collection	0.00	19.70	250.00	230.30	7.88 %
Cont - Audit	0.00	0.00	8,200.00	8,200.00	0.00 %
Cont - Consultants	0.00	0.00	17,500.00	17,500.00	0.00 %
Lib. Mat. - Adult Books	3,670.80	7,059.96	52,500.00	45,440.04	13.45 %
Lib. Mat. - Youth Books	3,739.72	4,919.33	36,800.00	31,880.67	13.37 %
Lib. Mat. - Adult AV	357.04	1,361.34	12,500.00	11,138.66	10.89 %
Lib. Mat. - Youth AV	250.64	421.23	5,000.00	4,578.77	8.42 %
Lib. Mat. - EBooks	7,108.44	12,094.45	53,400.00	41,305.55	22.65 %
Lib. Mat. - Periodicals	0.00	9,336.67	8,800.00	(536.67)	106.10 %
Lib. Mat. - Internet Subscript	2,708.38	17,729.38	31,638.00	13,908.62	56.04 %
Ps - Programs Adult	707.46	2,052.86	9,500.00	7,447.14	21.61 %
Ps - Programs Youth	520.28	821.29	9,500.00	8,678.71	8.65 %
Ps - Hotel/Motel	1,990.00	5,060.40	12,892.00	7,831.60	39.25 %
Ps - Refunds / Fines / Fees	0.00	0.00	250.00	250.00	0.00 %
Ps - Printing	0.00	0.00	12,200.00	12,200.00	0.00 %
Ps - PR / Publicity	4.93	103.67	9,640.00	9,536.33	1.08 %
Ps - Misc.	0.00	185.86	700.00	514.14	26.55 %
Maintenance	2,757.00	5,166.00	52,300.00	47,134.00	9.88 %
Maintenance Supplies	0.00	0.00	2,000.00	2,000.00	0.00 %
Security	0.00	702.06	12,400.00	11,697.94	5.66 %
Gas	229.95	998.32	9,500.00	8,501.68	10.51 %
Snow Removal	0.00	0.00	21,000.00	21,000.00	0.00 %
Hvac	0.00	0.00	12,100.00	12,100.00	0.00 %
B & M - Water / Sewer	301.90	301.90	2,000.00	1,698.10	15.10 %
Electricity	3,686.84	7,216.64	34,000.00	26,783.36	21.23 %
Telephone	1,367.18	2,731.48	17,900.00	15,168.52	15.26 %
Janitorial Supplies	224.98	365.98	3,500.00	3,134.02	10.46 %
B & M - Landscape Maint	786.00	1,572.00	13,900.00	12,328.00	11.31 %
Debt Repayment	0.00	0.00	150,000.00	150,000.00	0.00 %
Debt Certificate Interest	0.00	0.00	20,895.00	20,895.00	0.00 %
Contingency	0.00	0.00	1,000.00	1,000.00	0.00 %
	156,412.90	350,857.12	2,494,028.00	2,143,370.88	14.06 %

See Accountants Compilation Letter

WARRENVILLE PUBLIC LIBRARY DISTRICT
Statement of Assets & Liabilities Cash Basis
Aug 31, 2023

Assets

CURRENT ASSETS

Petty Cash	250.00
Cash In Drawer	160.00
Cash / Copier Change	75.00
Fifth Third 7985	220,539.13
Fifth Third 8004	<u>2,258,933.85</u>
	2,479,957.98

General Fixed Assets	<u>\$ 5,235,092.00</u>
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TOTAL ASSETS	<u><u>\$ 7,715,049.98</u></u>
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LIABILITIES & FUND BALANCE

CURRENT LIABILITIES

I.M.R.F.	6,087.39
Deferred Compensation	<u>375.00</u>
	6,462.39

LONG - TERM LIABILITIES

Debt Certificate Payable	<u>1,270,000.00</u>
	1,276,462.39

EQUITY

Fund Balance	<u>\$ 6,438,587.59</u>
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TOTAL LIABILITIES & FUND BALANCE	<u><u>\$ 7,715,049.98</u></u>
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**ORDINANCE #23-24-02
BUDGET AND APPROPRIATION ORDINANCE
FOR FISCAL YEAR 2023-2024**

AN ORDINANCE ADOPTING A COMBINED ANNUAL BUDGET AND APPROPRIATION SUCH SUMS OF MONEY AS MAY BE DEEMED NECESSARY TO DEFRAY ALL NECESSARY EXPENSES AND LIABILITIES OF THE WARRENVILLE PUBLIC LIBRARY DISTRICT, DUPAGE COUNTY, ILLINOIS, FOR THE FISCAL YEAR BEGINNING JULY 1, 2023, AND ENDING JUNE 30, 2024, AND SPECIFYING THE OBJECTS AND PURPOSES FOR WHICH SUCH APPROPRIATIONS ARE MADE AND THE AMOUNT APPROPRIATED FOR EACH OBJECT TO PURPOSE.

BE IT ORDAINED BY THE BOARD OF LIBRARY TRUSTEES OF
THE WARRENVILLE PUBLIC LIBRARY DISTRICT:

SECTION 1: The following is the Annual Budget and Appropriation for the Warrenville Public Library District for the fiscal year beginning July 1, 2023 and ending June 30, 2024:

1. GENERAL

A.	Salaries		\$1,445,000
	Administration	\$275,000	
	Public Services	\$520,000	
	Acquisitions & Cataloging	\$110,000	
	Member Services	\$290,000	
	Maintenance	\$40,000	
	I.T.	\$75,000	
	Marketing	\$135,000	
B.	Illinois Municipal Retirement Fund		\$130,000
C.	Federal Insurance Contributions		\$115,000
D.	Unemployment Compensation		\$3,000
E.	Building Expenses:		\$250,000
	Maintenance & Improvements	\$150,000	
	Utilities	\$100,000	
F.	Operating Expenses:		\$44,000
	Postage	\$7,000	
	Office	\$15,000	
	Publishing	\$2,000	
	Materials Processing	\$20,000	
G.	Insurance		\$205,000
	Multi-Peril Package	\$30,000	
	Bonds	\$1,000	
	Health/Life	\$160,000	
	Umbrella	\$1,000	
	Officers/Directors	\$5,000	
	Worker's Compensation	\$8,000	

H.	Contractual:		\$98,000
	Legal	\$20,000	
	Accounting	\$20,000	
	Collection	\$1,000	
	Consultants	\$45,000	
	Audit	\$12,000	
I.	Personnel Development:		\$51,500
	Staff:	\$45,000	
	Dues	\$4,000	
	Meetings & Education	\$25,000	
	Travel	\$6,000	
	Employee Appreciation	\$7,000	
	Recruitment	\$3,000	
	Trustees:	\$6,500	
	Dues	\$1,000	
	Meetings & Education	\$4,000	
	Travel	\$1,500	
J.	Equipment		\$20,000
	Purchases	\$15,000	
	Maintenance	\$5,000	
K.	Library Materials		\$257,000
	Print	\$110,000	
	Non-Print	\$27,000	
	eResources	\$120,000	
L.	Public Service:		\$94,000
	Programs	\$55,000	
	Printing	\$20,000	
	Refunds/fees	\$1,000	
	PR/Publicity	\$18,000	
M.	Automation:		\$145,000
	Software, hardware	\$45,000	
	Miscellaneous purchases	\$20,000	
	Maintenance	\$80,000	
N.	Contingency		\$5,000
O.	Gift Expenditures		\$100,000
P.	Debt Repayment		\$171,000

- 2	SPECIAL RESERVE FUND		\$200,000
	Building Maintenance/Construction	\$100,000	
	Automation Purchases	\$75,000	
	Furniture/Equipment Purchases	\$25,000	
3.	WORKING CASH FUND		\$250,000
4.	DEVELOPER DONATIONS FUND		\$50,000
	TOTAL BUDGET EXPENSES		\$3,633,500

SECTION 2: As part of the Annual Budget, it is stated:

- (a) The cash on hand at the beginning of the fiscal year is \$0.00.
- (b) The estimated cash expected to be received during the fiscal year from all sources is \$3,633,500.
- (c) The estimated expenditures for the fiscal year are \$3,633,500.
- (d) The estimated cash expected to be on hand at the end of the fiscal year is \$0.00.
- (e) The estimated amount of taxes to be received by the WARRENVILLE PUBLIC LIBRARY DISTRICT during the fiscal year is \$2,171,305.
- (f) The estimated amount of income and revenue to be received from sources other than library taxes for the fiscal year is \$1,462,195.

SECTION 3: That the above sums of money in the total amount of \$3,633,500 or so much thereof may be authorized by law, be and the same are hereby appropriated for the purposes of the WARRENVILLE PUBLIC LIBRARY DISTRICT as specified for the fiscal year beginning July 1, 2023 and ending June 30, 2024.

SECTION 4: Transfers of appropriations not affecting the total amount appropriated may be made at any meeting of the Board by Ordinance enacted by a 2/3 vote of all the Trustees. By a like vote the Board may by Ordinance make appropriations in excess of those authorized in order to meet any emergency.

SECTION 5: Unexpended balances of proceeds received annually from public library taxes not in excess of statutory limits may be transferred to the Special Reserve Fund previously established in accordance with applicable statutes, said unexpended balances to be accumulated in the Special Reserve Fund for the purposes adopted by the Board.

SECTION 6: This Ordinance shall be in full force and effect from and after its passage and approval and publication as required by law.

ADOPTED this 20th day of September 2023, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

**Barbara J. DuRocher, President
Board of Library Trustees
Warrenville Public Library District**

ATTEST:

**Heather J. Stull, Secretary
Board of Library Trustees
Warrenville Public Library District**

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

**CERTIFICATE OF AUTHENTICITY
(BUDGET AND APPROPRIATION ORDINANCE)**

I, HEATHER J. STULL, hereby certify that I am the duly qualified and acting Secretary of the Board of Trustees of the Warrenville Public Library District of DuPage County, Illinois and as such I am the custodian and keeper of the records and files of said Library District.

I do further certify that the attached is a true and correct copy of the Budget and Appropriation Ordinance adopting an annual budget and appropriating such sums of money for said Library District for the fiscal year beginning July 1, 2023 which was adopted by the Library Trustees at a regular meeting of the Library Trustees on September 20, 2023.

I further certify that the attached Budget and Appropriation Ordinance has not been amended, altered, changed, or repealed and is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and the corporate seal of the Warrenville Public Library District, DuPage County, Illinois, this 20th day of September 2023.

Heather J. Stull, Secretary
Board of Library Trustees
Warrenville Public Library District

(SEAL)

R-227
RESOLUTION TO DETERMINE ESTIMATE OF
FUNDS NEEDED FOR 2023-2024 FISCAL YEAR

WHEREAS, the Warrenville Public Library District must file on or before December 31, 2023 its Levy Ordinance for the 2023-2024 fiscal year; and

WHEREAS, pursuant to the "Truth in Taxation Law" the Warrenville Public Library District must determine not less than twenty (20) days prior to adoption of its Levy Ordinance the amounts of money, exclusive of any portion of the levy attributable to election costs and debt retirement costs, estimated to be necessary to be raised by taxation for the 2023-2024 fiscal year.

NOW, THEREFORE, BE IT RESOLVED AND DETERMINED by the Board of Library Trustees of the Warrenville Public Library District that the estimated amounts of money, exclusive of election costs and debt retirement costs, to be raised by taxation for the 2023-2024 fiscal year is \$2,388,500.00.

FURTHER RESOLVED that a public hearing pursuant to the "Truth in Taxation Law" shall be held on the 15th day of November 2023, at 7:00 p.m. at the Library, 28W751 Stafford Place, Warrenville, Illinois.

FURTHER RESOLVED that notice of said public hearing in compliance with the Truth in Taxation Act shall be given in *THE DAILY HERALD* not more than 14 days nor less than 7 days prior to the date of the public hearing.

ADOPTED this 20th day of September 2023 pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

Barbara J. DuRocher, President
Library Board of Trustees
Warrenville Public Library District

ATTEST:

Heather J. Stull, Secretary
Library Board of Trustees
Warrenville Public Library District

(SEAL)

**CHIEF FISCAL OFFICER'S CERTIFICATE OF ESTIMATED
REVENUE FOR THE WARRENVILLE PUBLIC LIBRARY DISTRICT
DUPAGE COUNTY, ILLINOIS**

(July 1, 2023 - June 30, 2024 Fiscal Year)

I, Sandy Lezon, do hereby certify as follows:

1. I am the Chief Fiscal Officer of the Warrenville Public Library District, DuPage County, Illinois.
2. I estimate the revenue, by source of said District for the fiscal year beginning July 1, 2023 and ending June 30, 2024 to be as follows:

SOURCE	AMOUNT
General Taxes Levied	\$2,388,500.00
Special Taxes Levied	\$0.00
Interest Income	\$10,000.00
Grants	\$33,683.00
Fees and Copier Income	\$6,000.00
All Other Sources	<u>\$1,195,317.00</u>
TOTAL	\$3,633,500.00

Sandy Lezon, Treasurer
Board of Library Trustees
Warrenville Public Library District

Dated: _____

(S E A L)

- Agreement Providing for and Authorizing Membership in LIMRiCC (document #355971_1, revised 11-15-2023).

FURTHER, a copy of this ordinance shall be in full force and effect from and after its adoption as provided by law.

ADOPTED this 20th day of September 2023 pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

Barbara J. DuRocher, President
Board of Library Trustees
Warrenville Public Library District

ATTEST:

Heather Stull, Secretary
Board of Library Trustees
Warrenville Public Library District

(SEAL)

RESOLUTION

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:

PROPOSED INTERGOVERNMENTAL AGREEMENT CHANGE BALLOT

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

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

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

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

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

APPROVE ☐

DISAPPROVE ☐

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

RESOLUTION

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:

PROPOSED INTERGOVERNMENTAL AGREEMENT CHANGE BALLOT

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

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

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

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

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

APPROVE ☐

DISAPPROVE ☐

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

Signature:

Email: mtannehill@limrcc.org



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

AMENDED NOVEMBER 15, 2023

www.limricc.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” = $\frac{1}{2} \times$ Member Experience + $\frac{1}{2} \times$ Pool Experience.

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

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

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

C. Agreements of Members.

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

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

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

information regarding the claims as LIMRiCC may require.

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

D. Powers and Duties of LIMRiCC.

The powers and duties of LIMRiCC are as follows:

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

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

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

E. Period of Coverage, Withdrawal and Termination.

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

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

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

ARTICLE II. THE SELF-INSURANCE PROGRAM.

A. Purpose.

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

B. Authority.

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

C. Definitions (Article II).

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

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

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

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

D. Insuring Agreement.

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

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

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

E. Exclusions.

Subject to Article II-H.5.

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

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

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

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

F. Powers and Duties of LIMRiCC.

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

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

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

G. Conditions.

1. Warranty Clause.

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

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

2. Discovery Period.

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

3. Limits of Payment for Losses.

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

4. Loss Provision.

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

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

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

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

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

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

5. Defense, Settlement and Selection of Counsel.

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

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

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

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

6. Action Against LIMRiCC.

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

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

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

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

7. Subrogation.

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

8. Changes.

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

9. Assignment.

There shall be no assignment of interest under this Agreement.

10. Authorization Clause and Notices.

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

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

LIMRiCC
668 River Road
Naperville, Illinois 60563

11. Acceptance.

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

12. Other Insurance.

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

I. Cancellation.

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

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

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

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

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

J. Non-Renewal.

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

K. Participation In Unexpended Funds.

1. Cancellation.

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

2. Membership for Five or More Years.

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

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

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

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

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

3. On Termination of the Program.

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

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

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

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

L. Disputes.

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

ARTICLE III. EMPLOYEE BENEFIT INSURANCE PROGRAM.

A. Purpose.

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

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

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

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

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

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

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

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

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

B. Authority.

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

C. Member Contributions.

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

D. Administration Fee.

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

1. Participant Administration Fee.

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

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

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

E. PHIP Benefit Fee.

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

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

F. SHIP Benefit Fee.

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

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

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

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

G. Program Fund for all HIP Accounts

1. Withdrawal of Administration Fees.

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

H. SHIP Supplemental Benefit Fee.

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

of Directors will vote on such increase.

I. Employee Qualification.

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

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

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

J. Claims.

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

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

K. Mandatory Member Meetings.

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

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

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

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

L. Powers and Duties of LIMRiCC.

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

1. To purchase PHIP insurance products on behalf of the Members;
2. To organize and operate SHIP, including the hiring of a third party administer;
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

8a. REGULAR AGENDA

Approve payments for the period of August 17 – September 20, 2023 **(ACTION)**

A partial bill list (bills received as of September 15, 2023 is attached. An updated bill list which includes bills received through September 20 and a suggested motion will be provided at the Board Meeting.

WARRENVILLE PUBLIC LIBRARY
Transaction Detail by Account
August 17 - September 20, 2023

Date	Num	Name	Amount
09/20/2023	9554	Accounting Services, Inc.	-584.00
09/20/2023	9555	Ambius	-286.00
09/20/2023	9556	AT&T	-373.32
09/20/2023	9557	Atlas	-50.00
09/20/2023	9558	Baker & Taylor	-134.34
09/20/2023	9559	Baker & Taylor	-4,353.99
09/20/2023	9560	Baker & Taylor	-460.66
09/20/2023	9561	Baker & Taylor	-2,513.32
09/20/2023	9562	Bloomscapes Landscaping, Inc.	-500.00
09/20/2023	9563	BlueWire Communications	-250.00
09/20/2023	9564	Cintas Fire Protection	-582.10
09/20/2023	9565	D.E. Mathieu Plumbing	-360.00
09/20/2023	9566	Demco	-251.53
09/20/2023	9567	Direct Energy Business	-3,829.54
09/20/2023	9568	Gaydos, Kathy	-32.10
09/20/2023	9569	Hagg Press, Inc.	-2,205.02
09/20/2023	9570	Illinois Office of the State Fire Marshal	-140.00
09/20/2023	9571	JanWay Company	-480.71
09/20/2023	9572	Jason Stuhlmann	-21.99
09/20/2023	9573	Johnstone Supply	-11.01
09/20/2023	9574	Konica Minolta Business Solutions	-11.56
09/20/2023	9575	LIMRICC Purchase of Health Insurance Prog	-12,996.11
09/20/2023	9576	Midwest Tape	-608.26
09/20/2023	9577	Midwest Tape	-513.88
09/20/2023	9578	Midwest Tape	-3,064.01
09/20/2023	9579	Motyka, Dennis	-300.00
09/20/2023	9580	OverDrive	-1,279.72
09/20/2023	9581	ProQuest LLC	-3,120.18
09/20/2023	9582	Robbins Schwartz	-65.00
09/20/2023	9583	Scholastic, Inc.	-154.02
09/20/2023	9584	Service Master Commercial Cleaning	-2,489.00
09/20/2023	9585	Smith, Gail	-36.68
09/20/2023	9586	SWAN	-140.00
09/20/2023	9587	Technology Management Revolving Fund	-475.00
09/20/2023	9588	Today's Business Solutions, Inc.	-123.04
09/20/2023	9589	U.S. Postmaster	-800.00
09/20/2023	9590	Unique	-19.70
09/20/2023	9591	Warrenville Ace Hardware	-18.32
09/20/2023	9592	Granite Telecommunications	-193.95
09/20/2023	9593	American Library Association	-247.00
08/24/2023	Electronic	Paylocity	-308.04
08/24/2023	Electronic	Northern Illinois Gas	-229.95
08/28/2023	Electronic	AFLAC	-94.30

-44,707.35

8b. REGULAR AGENDA

Approve transfer of funds (ACTION)

Each month, a transfer to the Fifth Third Bank operating account may be necessary to cover this month's bill list and any additional anticipated expenditures, such as payroll, that may occur before the next regular Board Meeting.

A suggested motion and transfer sheet will be provided at the Board Meeting.

10a. NEW BUSINESS

Review first draft of Levy Ordinance and Truth in Taxation Notice (discussion only)

The 2023 Levy Ordinance was developed with the following assumptions:

- 2023 PTELL (Property Tax Extension Limitation Law) cap = 5%. This means the Library can capture an increase of 5% above last year's levy extension.

By law, PTELL means our final tax extension will reflect an increase of the lower of either 5% or whatever the CPI (Consumer Price Index) rate is. Usually, the CPI rate is the lower number, but this year the CPI is over 5%, so therefore our cap will be 5%. Last year the PTELL cap was also 5%.

- We are allowed to submit our levy at a rate higher than the PTELL cap to make sure we keep up with the growth of the community and capture any "new construction" in the EAV.

Following this strategy, the library always submits a levy that exceeds the amount we expect to receive to ensure we receive all funds available. The County Clerk always reviews and adjusts our request accordingly, so the funds collected from property owners are always within the limitations of the tax cap. Therefore, if we raise the levy by 10% to capture growth, this does not mean everyone's library tax goes up by 10%. It will only be raised at the allowable adjusted rate.

With this in mind, I've calculated 2023's levy to be a 10% increase over 2022, for a total of \$2,388,500.

An estimate for the ACTUAL 2023 extension is:

2022 Property Tax Extension	\$2,171,305
CPI increase (5%)	\$108,565
Taxes from new growth (est.)	\$20,000
Projected 2023 Property Tax Extension	\$2,299,870
Net Gain	\$128,565

A reminder that the Truth in Taxation Public Hearing is required when the proposed Levy increases exceed the CIP/5% limit. Since our proposed levy increase is 10%, we will need the Truth in Taxation Public Hearing, which will be held at 7 pm on Wednesday, November 15. The Truth in Taxation Notice will be published in the Daily Herald on November 2.

The Board may direct the staff to lower the levy amount. In the future, the Board also has the option to "abate" taxes if it determines the district has accumulated excess funds. This is currently not a problem we will encounter for some time, if at all.

Keep in mind that a healthy fund balance acts as a savings account and can be transferred to the special reserve fund for projects such as a new roof, new parking lot, new HVAC, etc. without having to go to referendum to request voter approval to levy for additional funds.

ORDINANCE 23-24-04

AN ORDINANCE LEVYING TAXES FOR CORPORATE PURPOSES FOR THE FISCAL YEAR BEGINNING JULY 1, 2023 AND ENDING JUNE 30, 2024 FOR THE WARRENVILLE PUBLIC LIBRARY DISTRICT, DUPAGE COUNTY, ILLINOIS

WHEREAS, on the 20th day of September 2023, an Ordinance entitled, "BUDGET AND APPROPRIATION ORDINANCE FOR FISCAL YEAR 2023-2024" was duly passed and approved and the same has been published according to the law, there having been appropriated for the fiscal year beginning July 1, 2023 and ending June 30, 2024, the sum of \$3,633,500 for library purposes of the Warrenville Public Library District in DuPage County, Illinois.

NOW, THEREFORE, BE IT ORDAINED by the Board of Library Trustees of the Warrenville Public Library District in DuPage County, Illinois:

Section 1: That the Board of Library Trustees of the Warrenville Public Library District, in accordance with the provisions of the statute in such case made and provided, have duly ascertained the amount of appropriations for all corporate purposes legally made to be in the amount of THREE MILLION SIX HUNDRED THIRTY-THREE THOUSAND FIVE HUNDRED DOLLARS (\$3,633,500) and do hereby determine that of that amount there shall be collected from this tax levy for the said year beginning July 1, 2023 and ending June 30, 2024, the sum of TWO MILLION THREE HUNDRED EIGHTY-EIGHT THOUSAND FIVE HUNDRED DOLLARS (\$2,388,500).

Section 2: That the purpose for which said appropriations and tax levy are made, and the sum or amounts appropriated to be collected and used for each purpose and amounts to be raised by tax levy and hereby ascertained to be as follows:

1. CORPORATE FUND

	<u>APPROPRIATED</u>	<u>LEVIED</u>
A. Salaries:		
Administration	\$275,000	\$252,500
Public Services	\$520,000	\$492,500
Acquisitions & Cataloguing	\$110,000	\$95,000
Member Services	\$290,000	\$269,000
Maintenance	\$40,000	\$28,000
I.T.	\$75,000	\$62,500
Marketing	\$135,000	\$119,500
B. Illinois Municipal Retirement Fund	\$130,000	\$107,500
C. Federal Insurance Contributions	\$115,000	\$101,000
D. Unemployment	\$3,000	\$1,260
E. Building Expenses:		
Maintenance	\$150,000	\$55,072
Utilities	\$100,000	\$20,000
F. Operating Expenses:		
Postage	\$7,000	\$4,750
Office	\$15,000	\$5,380
Publishing	\$2,000	\$1,250
Materials Processing	\$20,000	\$14,150
G. Insurance		
Multi-Peril	\$30,000	\$20,000
Bonds	\$1,000	\$50
Health/Life	\$160,000	\$133,000
Umbrella	\$1,000	\$0
Officers/Directors	\$5,000	\$2,150
Workers Compensation	\$8,000	\$6,000

		<u>APPROPRIATED</u>	<u>LEVIED</u>
H.	Contractual:		
	Legal	\$20,000	\$4,000
	Accounting	\$20,000	\$13,300
	Collection	\$1,000	\$250
	Consultants	\$45,000	\$17,500
	Audit	\$12,000	\$8,200
I.	Personnel Development:		
	Staff:		
	Dues	\$4,000	\$3,583
	Meetings & Education	\$25,000	\$16,560
	Travel	\$6,000	\$3,800
	Employee Appreciation	\$7,000	\$5,200
	Recruitment	\$3,000	\$1,500
	Trustees:		
	Dues	\$1,000	\$236
	Meetings & Education	\$4,000	\$2,750
	Travel	\$1,500	\$750
J.	Equipment:		
	Purchases	\$15,000	\$9,470
	Maintenance	\$5,000	\$1,500
K.	Library Materials:		
	Print	\$110,000	\$98,100
	Non-Print	\$27,000	\$17,500
	Subscriptions	\$120,000	\$85,038
L.	Public Service:		
	Programs	\$55,000	\$32,592
	Printing	\$20,000	\$12,200
	Refunds/Fees	\$1,000	\$250
	PR/Publicity	\$18,000	\$9,640
M.	Automation:		
	Software, hardware	\$45,000	\$16,275
	Misc. purchases	\$20,000	\$10,000
	Maintenance	\$80,000	\$55,849
N.	Contingency	\$5,000	\$1,000
O.	Gift Expenditures	\$100,000	\$0
P.	Debt Repayment	\$171,000	\$170,895

By Ordinance No. 16-17-04 adopted September 21, 2017, the Library District authorized issuance of Debt Certificates to fund capital improvements. Debt Certificates in the total amount of \$1,950,000 were issued November 1, 2017. The Debt Certificates will be paid in full on or before December 1, 2029. The source of funds to pay off the Debt Certificates is the Library's General Fund/Corporate Fund."

The foregoing appropriations are appropriated from the General Public Library Tax for the Corporate Fund. Said appropriations, less estimated amounts receivable from other sources, are hereby levied from the tax for general corporate purposes.

	<u>APPROPRIATED</u>	<u>LEVIED</u>
2. SPECIAL RESERVE FUND		
Building Maintenance/Construction	\$100,000	\$0
Automation Purchases	\$75,000	\$0
Furniture/Equipment Purchases	\$25,000	\$0
3. WORKING CASH FUND	\$250,000	\$0
4. DEVELOPER DONATIONS	\$50,000	\$0

SUMMARY

Total Appropriations	\$3,633,500	
Appropriated from sources other than a current levy	\$1,245,000	
Levied as the General Public Library Tax		\$2,388,500
Levied from Special Taxes		\$0
TOTAL LEVY		\$2,388,500

Section 3: That a certified copy of this Ordinance is to be filed with the County Clerk of Dupage County within the time specified by law.

Section 4: That this Ordinance shall be in full force and effect from and after its passage and approval and publication as required by law.

ADOPTED this 15th day of November 2023, pursuant to roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Barbara J, DuRocher, President
Board of Library Trustees
Warrenville Public Library District

ATTEST:

Heather J. Stull, Secretary
Board of Library Trustees
Warrenville Public Library District

(SEAL)

DRAFT

**LEGAL NOTICE
NOTICE OF PROPOSED PROPERTY TAX
INCREASE FOR THE WARRENVILLE PUBLIC
LIBRARY DISTRICT**

- I. A public hearing to approve a proposed property tax levy increase for the Warrenville Public Library District for 2023 (2023-2024 fiscal year) will be held on November 15, 2023 at 7:00 p.m. at the Library, 28W751 Stafford Place, Warrenville, Illinois.

Any person desiring to appear at the public hearing and present testimony to the taxing district may contact Jason Stuhlmann, Executive Director, 28W751 Stafford Place, Warrenville, Illinois, (630) 393-1171.

- II. The corporate and special purpose property taxes extended or abated for 2022 were \$2,171,305.

The proposed corporate and special purpose property taxes to be levied for 2023 are \$2,388,500. This represents a 10.00% increase over the previous year.

- III. The property taxes extended for debt service and public building commission leases for 2022 were \$0.00.

The estimated property taxes to be levied for debt service and public building commission leases for 2023 are \$0.00. This represents no change over the previous year.

- IV. The total property taxes extended or abated for 2022 were \$2,171,305. The estimated total property taxes to be levied for 2023 are \$2,388,500. This represents a 10.00% increase over the previous year.

10b. NEW BUSINESS

Approve revisions to Policy #310 – Hours of Operation (ACTION)

Suggested motion: Move to approve the revised Policy #310 – Hours of Operation as presented.

Policy #310 – Hours of Operation

I see that last year the Board voted on approving the Holiday Closures for 2023, but I then saw that we have policy #310 – Hours of Operation, last approved March 2022, that states exactly when our holiday closures are. I would assume that by having this policy, we do not need to annually approve holiday closures unless there was something new or unusual, like wanting to close an extra day for the holidays because they fall on the weekend, etc.

The one closure I saw that last year's approval of holiday closures included but that Policy #310 does not include is the "Day before Independence Day at 4 pm" which is when we close early so that staff can participate in the parade.

As this seems to be an annual event that the library participates in, I am proposing that we update Policy #310 to include the "Day before Independence Day at 4 pm" in the list of closed days.

Warrenville Public Library District

POLICY NO. 310

HOURS OF LIBRARY OPERATION

Monday- Thursday: 9:30 a.m. – 9:00 p.m.
Friday: 9:30 a.m. - 7:00 p.m.
Saturday: 9:30 a.m. – 5:00 p.m.
Sunday: 1:00 p.m. – 5:00 p.m.

The Library is closed on the following days:

New Year's Day	Labor Day
Easter Sunday	Day before Thanksgiving at 5 pm
Sunday before Memorial Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Day before Independence Day at 4 pm	Christmas Eve
Independence Day	Christmas Day
Sunday before Labor Day	New Year's Eve

If a special event in the immediate vicinity will impede patron's access to the Library, the Library may be closed at the discretion of the Library Board.

The Library Director may authorize closures in emergency situations.

The Library Board may authorize additional closures as needed.

Policy Revision Log

Revised and Approved September 20, 2023

Revised and Approved March 16, 2022

Revised and Approved May 17, 2006

10c. NEW BUSINESS

Approve revisions to Employee Handbook section on Floating Holidays (ACTION)

Suggested motion: Move to approve the revised Employee Handbook section on Floating Holidays as presented.

Floating Holidays

The Library instituted new Floating Holidays this year beginning January 1, 2023. The Floating Holidays have been well received and staff are grateful for the added benefit.

When I started and learned of the Floating Holidays, I did notice that the guidelines for taking the days off seemed restrictive, and when I commented on it to the Management Team, they agreed.

With the current policy, staff are to choose a religious day, their birthday, or from the list of State and Federal holiday dates. Issues arose because:

- Most of the state and federal holidays fall on a Monday. There are several part-time staff that work on Mondays, thus making most of those holidays not an option for them.
- Not all staff are religious, which limits another list of options.
- Staff like taking their birthday off, but if it fell on a weekend, then they couldn't, which limited another option.
- Because of the above reasons, not all staff have chosen all three of their Floating Holidays for the year. We don't want this to happen and want everyone to be able to benefit and take advantage.

This is definitely a great benefit that we want to keep, but I am proposing revising the policy to make it a little more flexible so that staff have more options in taking the Floating Holidays:

- New – While staff still need to use the day for the reasons stated, staff will not have to take the exact date of the holiday, which helps for those that don't work that day or are maybe having a family gathering not on the exact holiday.
- New – Expanding the birthday option to be personal celebrations, such as an anniversary, or a partner or family member's birthday, etc.

- New – Added spiritual days in case someone practices something that is a less widely recognized religion or philosophy.
- Revised – Removed the requirement to pick all of your Floating Holidays the year before, which was also restrictive as not everyone plans that far in advance. Revised this to require making Floating Holiday requests to managers by the 20th of the month prior to the month the request is in.
- New – Added wording to make the benefit prorated for new employees based on when they start. This prevents someone starting in December from getting all three holidays and using all that time off within their first couple of weeks.

Overall, I think this adds a lot to the benefit without adding any cost. It adds a lot more choice and flexibility, allowing all staff to fully take advantage. It will also help with scheduling and coverage so that a large portion of staff aren't all requesting the same few days off.

The following pages are a marked-up draft with revisions. Strikethroughs are deleted sections and red text are additions. For easier reading, after the marked-up draft I've also added a clean draft as it would read if the updates were approved.

FLOATING HOLIDAYS (effective January 1, 2023 2024)

5.4b

The library realizes it may not recognize **all** holidays **and celebrations** that are important to our employees. **Therefore**, full-time and part-time employees have the option to take up to three **paid** floating holidays each calendar year **to celebrate what is important to them**. ~~These holidays are to be paid at the same rate as a paid holiday.~~

A floating holiday may be used on any of the following days when the library is open and the employee would be regularly scheduled to work. **While employees are not required to use their floating holiday on the exact date of their chosen holiday or celebration to allow for flexibility, floating holidays should be used for:**

- Religious **& spiritual** holidays
- Federal holidays (www.opm.gov/policy-data-oversight/pay-leave/federal-holidays/)
- State holidays (www2.illinois.gov/cms/personnel/employeeresources/Pages/StateHolidays.aspx)
- ~~Employee birthday~~
- Important personal celebrations such as birthdays and anniversaries of the employee or their close family and friends

Requests for floating holidays will be accepted by your manager up to the 20th of the preceding month via email. Managers will consider the operational needs of the library when approving requests. If there are too many requests for the same day, approval will be based on the length of library service.

Floating holidays are paid at the same rate as regular paid holidays.

Floating holidays are based on the calendar year, and employees will receive three floating holidays at the start of the year. New employees are granted a prorated number of floating holidays based on their hire date:

- Three days awarded if hired between January – April
- Two days awarded if hired between May – August
- One day awarded if hired between September – December

Floating holidays may not be carried over and will not be paid out if they are unused at the end of the year. **Unused floating holidays will not be paid out if an employee leaves the library.**

Floating Holiday Request Process: ~~Requests for paid holidays for the next calendar year will be accepted by your manager in the first two weeks of October up to the 20th of the preceding month via email. All requests are due by October 15. Managers will consider and approve requests, notifying employees by November 1 whether requests have been approved or denied. First consideration will be given to religious holidays. All other requests will be approved in order of employee length of service. Each Managers will consider the operational needs of the library when approving requests. If there are too many requests for the same day, approval will be based on the length of library service.~~

~~New employees may submit a floating holiday request form during their first month of employment.~~

~~If any employee needs additional time off for a holiday on which the library is open, the employee is encouraged to work with their manager to make alternate arrangements (annual leave, adjusted schedule or traded shift).~~

~~Sample request form:~~

FLOATING HOLIDAY REQUEST FORM		NAME _____
Turn in to your manager between October 1 and October 15		
Please list up to 5 floating holidays, in priority order that you wish to request for next calendar year. You may be approved for up to 3 paid floating holidays.		
Priority	Date	Holiday name
1		
2		

FLOATING HOLIDAYS (effective January 1, 2024)

5.4b

The library realizes it may not recognize all holidays and celebrations that are important to our employees. Therefore, full-time and part-time employees have the option to take up to three paid floating holidays each calendar year to celebrate what is important to them.

A floating holiday may be used on any day when the library is open and the employee would be regularly scheduled to work. While employees are not required to use their floating holiday on the exact date of their chosen holiday or celebration to allow for flexibility, floating holidays should be used for:

- Religious & spiritual holidays
- Federal holidays (www.opm.gov/policy-data-oversight/pay-leave/federal-holidays/)
- State holidays
(www2.illinois.gov/cms/personnel/employeeresources/Pages/StateHolidays.aspx)
- Important personal celebrations such as birthdays and anniversaries of the employee or their close family and friends

Requests for floating holidays will be accepted by your manager up to the 20th of the preceding month via email. Managers will consider the operational needs of the library when approving requests. If there are too many requests for the same day, approval will be based on the length of library service.

Floating holidays are paid at the same rate as regular paid holidays.

Floating holidays are based on the calendar year, and employees will receive three floating holidays at the start of the year. New employees are granted a prorated number of floating holidays based on their hire date:

- Three days awarded if hired between January – April
- Two days awarded if hired between May – August
- One day awarded if hired between September – December

Floating holidays may not be carried over and will not be paid out if unused at the end of the year. Unused floating holidays will not be paid out if an employee leaves the library.

Vacation

Just a reminder that I will be on vacation from Saturday, September 23 through Sunday, October 8. While I do not plan on checking email, I should have Wi-Fi and should be reachable by text if needed. While I am gone, managers can field any issues that arise.

Logo Refresh/Redesign Project

Shortly after I began in February, Kathy and I discussed the need for a refresh/redesign of the Library's logo. We currently have two logos that are in use, the roofline logo and the circular logo, as well as a few other miscellaneous adaptations.



While these are fine, they feel a little dated, and were not designed to be flexible in use. We would like to create a refreshed or redesigned logo that would be adapted into a suite of different layouts, configurations, colors, etc. that would replace the two above. This would ensure more consistency of branding in having one identifiable logo, rather than two (or more).

As part of this project, we are also doing an inventory of all communication pieces that have (or should have) the library's logo, so that we can make sure that moving forward, everything is updated and consistent.

As David begins working on some initial drafts, Kathy is planning on conducting a brief, three question survey of the community to get some input that might help shape the design direction.

This project will take a few months with feedback, design, inventory, rollout, etc. There will be checkpoints with staff and board along the way to get feedback on logo options. We anticipate completion sometime in spring of 2024.

We are excited by this project and hope to end up with a more modern, adaptable logo to help solidify the library's branding, and better represent the beautiful building and all it has to offer.

MessageBee Notifications

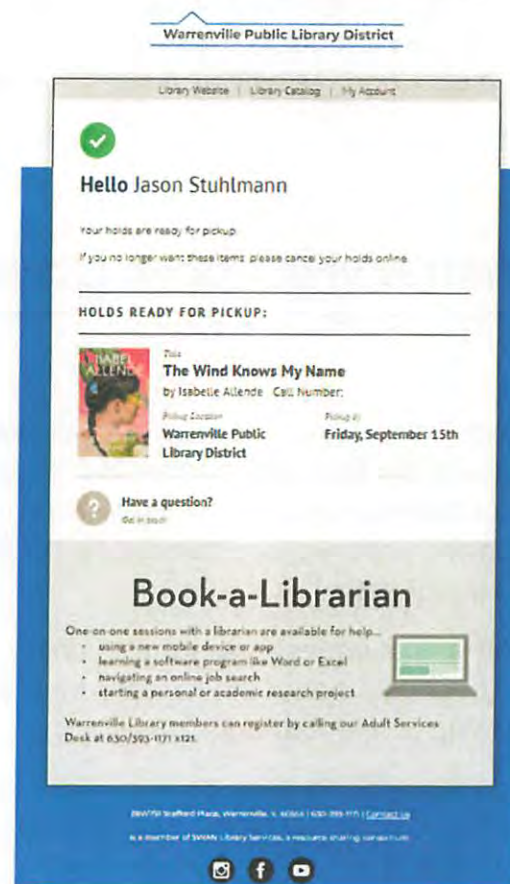
You may have recently noticed that your library notifications were a little different. In May, SWAN switched their notification software from SirsiDynix to Unique in order to begin using MessageBee. This now allows us to have much more dynamic and informative notifications (see comparisons below).

The former notifications were very text heavy. The new notifications are much more readable and include the cover art of your items, which makes it much easier to identify and find that overdue item you didn't realize you still had. The new notifications also allow libraries to customize with their branding and add the ability to create custom-made header and footer banners so that we can promote collections, services, programs, etc.

Former notification



New notification



This is a great new change that, overall, we are happy with. One issue to be aware of is that the new software is not currently able to send out notifications when your material automatically renews. This is a rather unfortunate loss. There is a slight chance SWAN will work with MessageBee to add this functionality in the future. But in the meantime, we may have to field a few more questions from Members until they get used to the new notifications.

Personnel

- **Staff Recognition** - I wanted to give a shout out to Gail in Acquisitions & Cataloging for her presentation on processing library material at this year's SWAN Expo. SWAN staff could not say enough great things to MaryKellie about Gail and her processing presentation. They said Gail did not get flustered when she had to move locations for her presentation, and she did an awesome job keeping her audience engaged. Congratulations, Gail!
- **New Staff** - After conducting several interviews, we are happy to announce Paridhi is our newest Member Services Assistant. Paridhi started September 8, and is diving right into getting onboarded and trained by Ian, Duncan, and Laurie.

IDEC Commission Digital Survey

Diana in Youth Services, who is on the City's IDEC (Inclusion, Diversity, Equity, Awareness) Commission, passed on that the Commission is looking to conduct a digital survey to the community inquiring about diversity and equity issues in Warrenton. This will help the Commission plan initiatives and help inform the planning of the City's next strategic plan.

The Commission is hoping that the library can host a kiosk/table in October for the public to fill out the survey. Their latest meeting is September 19, so I'm hoping to have more details soon. This is a great way to have intergovernmental cooperation and help out the City's IDEC Commission, so we look forward to assisting however we can.

New Collection: Playaways

We are excited to announce a new collection of Playaways that has been added to the Youth Services audiobook section. Playaways are handheld devices loaded with an audiobook. All that is needed are batteries and headphones. Playaways have been requested by Members, and the collection is a nice alternative in case you don't have a CD player any longer, or don't want to have to download ebooks to your phone. It is a self-contained audiobook that is ready to go. If the collection proves to be as popular as we anticipate, we will definitely be adding more to grow the collection.

Community Feedback

- **Kyrie** - A gram and her kiddo came in today and said "He had so much fun here yesterday that he INSISTED we return today!"
- **Stephanie** - A Member wanted to thank us for still offering the curbside pickup service. She said she can always count on the library and loves how we go above and beyond for our Members.

Miscellaneous

- **Food drive** – This summer we did a food drive for the Immanuel Presbyterian Church Food Pantry, using Warhol soup can barrels. The Warhol exhibit at College of DuPage is over, so we have removed the Warhol soup can labels, but plan to continue to use the barrels to continue collecting items for the Food Pantry. They were very happy with our contributions this summer, and are happy we plan to continue this fall.
- **Warhol art** – Everything Warhol-related has been taken down since the exhibit is now over. I liked the portraits and am happy to keep them to be displayed another time, or we could ask the Historical Society if they are interested in having them.
- **Hotel Tax Grant** – The summer Concerts on the Commons were a hit, as usual, and our Sunday Music Matinee series begins this month. As a result, Paul has once again submitted our Hotel Tax Grant application for FY25 for both the Concerts on the Commons and Sunday Music Matinee programs. A big thanks to Paul for doing the work of applying for the grant and coordinating these great programs!!!

Meetings

- Directors University in Springfield (August 1-3)
- Management Team Meetings (August 8, 22)
- Safety Committee Meetings (August 9, 30)
- Teams Training by Duncan (August 10)
- LIMRiCC Member Meeting (August 15)
- SWAN Fireside Chat (August 29)
- Interviews
- Manager meetings

Trainings

- SWAN MessageBee Training
- KnowBe4
 - Creating Strong Passwords – Security Awareness Training
 - A Guide to Avoiding Password Reuse

STATISTICAL SNAPSHOT	Aug 2023	Jul 2023	Jun 2023	May 2023	Apr 2023	Mar 2023	Feb 2023	Jan 2023	Dec 2022	Nov 2022	Oct 2022	Sep 2022	Aug 2022
TOTAL CIRCULATION (physical items)	15,401	15,984	15,398	12,847	13,581	15,201	12,914	13,888	11,808	13,024	13,265	13,689	15,297
WPLD items checked out at WPLD	8576	8,807	9,563	6,887	7,119	8,594	7,245	7,788	6,075	7,492	7,108	7,466	8,613
Auto-renewals of WPLD Items	4906	5,334	4,045	4,370	4,832	4,782	4,156	4,311	4,208	4,019	4,707	4,492	4,925
Other Library Items Checked out at WPLD	1919	1,843	1,790	1,590	1,630	1,825	1,513	1,789	1,525	1,513	1,450	1,731	1,759
DOWNLOADABLE CIRCULATION	3,475	3,205	3,030	2,938	2,849	3,171	2,749	3,169	2,723	2,763	2,751	2,710	2,901
OverDrive/Libby	1,985	1,987	1,836	1,759	1,643	1,756	1,500	1,808	1,616	1,499	1,655	1,523	1,603
OverDrive (magazines) fka RB Digital	84	96	67	77	78	124	114	75	51	111	54	94	90
Hoopla	1,406	1,122	1,127	1,102	1,128	1,291	1,135	1,286	1,056	1,153	1,042	1,093	1,208
INTERLIBRARY LOANS													
Received from SWAN Libraries	1,830	1,785	1,754	1,524	1,573	1,777	1,478	1,749	1,477	1,471	1,416	1,683	1,712
Received from Non-SWAN Libraries	13	21	10	15	9		11	21	20	26	15	14	23
Sent to SWAN Libraries	1,693	1,704	1,582	1,716	1,715	1,984	1,657	1,722	1,520	1,888	1,971	1,899	2,091
Sent to Non-SWAN Libraries	12	18	22	9	7		14	16	11	8	18	14	20
COLLECTION													
Physical Materials Added	694	546	403	514	578	666	530	481	549	477	696	538	484
Physical Materials Withdrawn	997	810	435	462	639	473	503	574	421	1,162	1,437	485	840
Total Collection Size	146,714	145,928	145,099	144,690	143,393	142,807	141,933	141,478	141,397	142,586	142,656	141,938	142,776
Physical materials	77,748	77,523	77,125	77,428	77,425	77,258	76,996	76,924	76,908	78,241	78,568	78,017	79,094
OverDrive books	50,298	49,916	49,727	48,312	48,329	48,252	47,779	47,495	47,448	47,286	47,214	47,055	
OverDrive audiobooks	18,668	18,489	18,247	17,950	17,569	17,297	17,158	17,059	16,995	16,897	16,802	16,707	16,627
PROGRAMS													
Number of Adult Programs	21	14	20	18	19	18	19	16	16	20	25	24	17
Adult Program Attendance	927	649	702	122	143	255	144	156	542	183	334	239	844
Number of Teen Programs	7	6	8	7	6	8	8	9	11	6	8	10	8
Teen Program Attendance	41	53	57	78	25	55	39	28	93	22	38	57	64
Number of Youth Programs	12	19	23	14	30	37	29	38	26	28	29	25	18
Youth Program Attendance	130	338	535	197	472	523	406	1,031	272	281	318	355	272
Book-A-Librarian Sessions	14	14	14	14	14	14	14	14	14	14	11	14	14
Book-A-Librarian Attendance	0	5	3	4	2	4	4	4	2	5	-	2	2
OUTREACH													
Adult Outreach Events	0	-	1	-	1	-	-	-	-	-	-	1	-
Adult Outreach Attendance	0	-	157	-	53	-	-	-	-	-	-	27	-
Teen Outreach Events	0	-	-	1	-	-	-	1	-	-	1	-	-
Teen Outreach Attendance	0	-	-	75	-	-	-	9	-	-	7	-	-
Youth Outreach Events	2	1	1	7	2	3	2	-	2	2	6	-	2
Youth Outreach Attendance	172	77	72	1,339	42	80	111	-	107	47	189	-	149
LIBRARY CARDS													
Total Resident Cards Active	10,340	10,292	10,249	10,181	10,148	10,106	10,046	10,031	10,023	10,020	9,979	9,948	9,921
Resident Cards Issued In Person	56	46	77	60	56	57	37	51	23	63	43	62	72
Online Cards Issued	12	14	9	8	9	11	14	13	6	10	10	7	11
VISITOR COUNT	9,334	9,163	10,676	8,060	7,512	8,655	7,424	5,886	4,803	5,433	5,748	5,354	8,352
STUDY ROOM USES	282	301	317	265	251	262	259	216	214	202	193	188	159
MEETING ROOM USES (public)	1	1	3	9	1	6	5	6	2	5	4	1	2
CURBSIDE PICKUPS	12	18	20	20	15	14	9	11	11	24	20	18	35
COMPUTERS & TECHNOLOGY													
Computer Sessions	620	604	625	517	597	636	579	464	416	451	513	494	576
Wifi Sessions	2860	2,724	2,642	2,397	2,582	3,441	4,372	2,450	2,033	2,151	2,226	2,359	2,365
Website Visits	12,923	11,733	12,147	11,580	10,828	11,401	11,189	11,096	8,744	9,669	10,703	10,939	12,501
MARKETING													
eNews Subscribers	6,261	6,283	6,280	5,926	5,885	5,888	5,884	5,907	5,847	5,850	5,833	5,810	5,800
eNews Open Rate	53%	43%	46%	50%	46%	47%	49%	49%	47%	41%	48%	45%	44%
Facebook Followers	1,744	1,735	1,696	1,683	1,668	1,652	1,634	1,606	1,584	1,573	1,559	1,540	1,452
Instagram Followers	487	479	471	468	456	453	442	442	434	422	420	411	409

12. ASSISTANT TO THE DIRECTOR REPORT

August 2023

Submitted by: Jackie Davis

Administration

- Sent financials to Accounting Services for processing
- Processed checks for signature and mailing
- Made two bank deposits for daily receipts and copy machines
- Compiled the August board packet
- Attended the August 16 board meeting and took minutes of the regular board meeting
- Transferred funds in accordance with the transfer approved at the board meeting.
- Posted the Income and Disbursements on the bulletin board
- Filed the Income and Disbursements with DuPage County
- Transferred funds from ProPay to Fifth Third
- Transferred funds from Paypal to Fifth Third
- Immanuel Presbyterian church picked up another load of donated food on August 11. It was a large carful – see pictures below.
- Made a couple trips to the post officeto mail back ILL's.
- Three auditors were in attendance on Friday, August 11.

Continuing Education

- Completed KnowBe4 – Creating Strong Passwords – Security
- Completed KnowBe4 – A Guide to Avoiding Password Reuse
- Attended Teams training with Duncan Jones – August 15

Meetings

- Management Team meetings – August 8 and 22

Maintenance - Ly Tran and Jackie Davis

- Continues to maintain the building daily Monday-Friday.
- Washed the windowsills on the building and removed cobwebs.
- Arranges the meeting room for programs every week.
- Continues to clean the carpeting on a maintenance schedule and/or due to stains reported to him.
- Service Master scrubbed the staff bathroom floors – August 2
- Met with a representative from Landscape Concepts for a bid for snowplowing and lawn service for 2024.
- Chubb Insurance (LIRA) inspected the boilers on August 24 and will send certificate of inspection to the State.
- Purchased a new sump pump and installed it in the old mechanical room – August 24. The old one (20 years old) was constantly running.



PUBLIC SERVICES REPORT

AUGUST 2023

Submitted by Paul Dobersztyn

Highlights

- The library hosted **38** total events in August with **1068** participants.
- We had a total of **2** passive events including Summer Crafts to Go that had **30** participants.
- Miriam Montano and Jorge Arias held another bi-lingual English/Spanish Computer Class on 8/12. We had **8** participants.
- The fourth Concert on the Commons on 8/10 featured Kaleidoscope Eyes hosting **440** guests.
- The final Concert on the Commons on 8/31 featured Classical Blast hosting **330** guests. The last concert was moved from 8/24 to 8/31 due to extreme heat warnings. We also moved the time up to 6pm. The new start time was well received by concert goers.
 - Overall, the Concert on the Commons was a success. Total attendance being **1,964** with **6** concerts. Average attendance was **327** per concert. I will submit the final report in early September.
- The 100 Books Before High School program launches in September. Incentive prizes and prize books were purchased. Julie Kurtis launched the Beanstack challenge as well. Julie worked with Marketing to design the completion prize. We are very excited to launch this new program.
- On Wednesday, 8/16, Kyrie Kenny-Sumrak led the first Illinois Lapsit Leaders meeting since 2021 and had **39** youth services librarians and YS staff attend the virtual meeting, from as far north as Chicago Public Library and as far south as Fossil Ridge Public Library. They had a wonderful discussion where they talked about our favorite storytime resources, such as puppets and board books with rhymes for each child to take home and troubleshooting, such as managing crowds, talkative grownups and lack of leadership support. The meeting lasted an hour and a half and I compiled nearly six pages of notes. The next meeting will be in January and will continue to meet quarterly. With the help of a colleague, Maya from Ela Area Public Library, the group is now listed on RAILS and L2.
- Taylor Haring and Paul Dobersztyn inventoried all the new board games that will be available for checkout in October. Working with Tech Services, the board games are ready to circulate.
- Julie Kurtis created a task force to plan a large-scale fandom convention sometime in 2024.

Personnel

- No changes.

Professional Development

- **24** sessions of CE were completed by the Public Services Department in August.
- **28.75** total hours of CE were completed.
- Everyone in Public Services attended Microsoft Teams training presented by Duncan Jones in August.
- Taylor Haring and Paul Dobersztyn attended the SWAN Expo at Moraine Valley Community College on 8/18.
 - My recap:
 - Started the day with the state of SWAN. They are growing to 101 libraries in the state. Noticed trends such as 41 library director

changes since 2021. The 50th anniversary is coming up next year. My favorite session was the MessageBee presentation to see how well other libraries are utilizing the service. The day capped off with three library directors discussing their experiences with first amendment audits, book challenges and protests at their libraries.

- Topics covered include: Western Suburban Adult Services Programming Meeting, Creating Strong Passwords, the State of Movies and Physical Video, Diversity and Inclusion and more.
 - A full list can be provided by the Public Services Manager.

Programming / Outreach / Meetings (Not entered in Communico)

Book a Librarian: 0 / Puzzles: 2 / Teen Volunteers: 3

Homebound Deliveries: 1 member (2 items delivered, 4 returns picked up)

- Miriam Montano, Paul Dobersztyn and Diana Abraham represented the library at National Night Out on 8/1. We had a lot of foot traffic and great conversations with Warrenville community members.
- Paul Dobersztyn met with Debbie Andrew on 8/2 to discuss our database offerings and how to improve them.
- Kyrie Kenny-Sumrak and Julie Kurtis represented the library at Cantigny's Dynamic Storytime event on 8/2, interacting with 70 people.
- Diana Abraham attended a Rhythm & Music Workshop for Storytimes presented by Old Town School of Folk Music on 8/7.
- Paul Dobersztyn attended management team meeting on 8/8.
- Mandy Wilson and Paul Dobersztyn attended Safety Committee Meeting on 8/9.
- Paul Dobersztyn met with Sheila at Warrenville Horizon to discuss Homebound Delivery, upcoming programming and assisting with their home library on 8/11.
- Diana Abraham attended the City of Warrenville's IDEC meeting on 8/15.
- Kyrie Kenny-Sumrak led the Illinois Lapsit Leaders meeting on 8/16.
- Paul Dobersztyn met with Director Jason Stuhlmann on 8/23 to discuss MessageBee, IDEC requests, ILA Conference, Hoopla among other projects in the Public Services Department.
- Julie Kurtis, Taylor Haring and Paul Dobersztyn attended a Makerspace Committee Meeting on 8/24.
- Paul Dobersztyn met with Mary White from Midwest Tape to discuss adding Playaways to the collection on 8/24.
- Diana Abraham attended a Preschool Programmer's Meeting on 8/28.
- Diana Abraham attended the Hispanic Council meeting on 8/28.

Non SWAN InterLibrary Loan

Item Requests Processed: 17; Materials Received: 13; Materials Lent:12

12. MEMBER SERVICES REPORT

August 2023

Submitted by Laurie Rex

Circulation Transaction Location	# of transactions	% of transactions
Self Checkout*	8710	56.55%
Aspen catalog/mobile app (Renewals)	145	.94%
Autorenewals	4906	31.86%
Staff Assisted Checkout	1640	10.65%
TOTAL TRANSACTIONS	15,401	100.00%

*Selfcheck Usage Details	# of transactions	% of transactions
Selfcheck 1 (Near Member Services Desk)	4870	55.90%
Selfcheck 2 (Near Vending Machine)	3840	44.10%
TOTAL TRANSACTIONS	8710	100.00%

Department Highlights

Curbside

We had 12 Curbside Pickups with 8 unique users in August.

Along with Jason and Ian, I assessed and culled through 15 applicants for the open Member Services Assistant position.

We selected and interviewed 9 candidates, offered one the position and was accepted.

Member Services staff participated in 12 hours of Continuing Education in August.

12. Marketing Department REPORT

August 2023

Submitted by Kathy Gaydos

Activities related to producing publicity documents include planning, scheduling, reviewing content (written, images and videos), editing, formatting, proofreading, checking color/sizing for print and digital media, communicating with staff, distributing to staff, printing for in-house display and other tasks. Work on the following marketing deliverables included some or all of the above activities plus these tasks worth highlighting:

Fall 2023 Reading Matters newsletter

- Received printed copies and distributed to staff, board, service desks and slat walls.
- Communicated key distribution dates, including Events calendar, to staff.
- Distributed to the City, Park District, Rev. Dale (unofficial welcome package), Ace Hardware (new welcome program) and area apartment complexes.
- Created digital sign for social media and website promo card.
- Wrote newsletter highlights for the website.

Fall 2023 events

- Finalized digital slides and scheduled in Communico.
- Finalized and printed all flyers and began posting on slat walls with Stephanie's help.
- Finalized and distributed rack cards to desks to promote our book discussion options and reading programs; communicated with staff how/when to distribute rack cards.
- Sent publicity flyers/digital slides to City, District 200 and Western DuPage Chamber.

Concerts on the Commons

- Photographed and video recorded several songs at the Kaleidoscope concert.
- Revised all publicity (print and digital) and distributed to staff and other agencies for the August 24 concert rescheduled to August 31 due to the heat.

Sunday Music Matinees 2023-2024

- Finalized bookmark, digital slides and poster.
- Posted September event in Arts DuPage website.
- Sent digital slides of all performances to Western DuPage Chamber of Commerce.

Summer Reading Challenge (June 1–July 31, 2023)

- Added list of grand prize drawing winners to summer reading webpage.
- Took photos of winners when they came in to collect their prizes; made social posts.
- Created social media post to thank participants and share total hours read: 14,400.

Sign Project for Out of Service/Emergency Closings

- Reviewed/revised and created a few new signs.
- Added Spanish text where needed.

New Library Logo Redesign Project

- Created Statement of Purpose for the project and tentatively outlined the major steps; discussed with Jason.
- Watched webinar recording on "How to Create/Refresh Your Library's Brand."
- Watched webinar recording on "Let's Talk Branding."
- Visited Fountaindale Library in Bolingbrook for a presentation by their Communications Manager about new logo creation and tour of their library; received and reviewed follow-up documents and more tips for the branding process.
- Created and finalized a spreadsheet to capture all the logo applications we have on our publicity materials, kit inserts, take-home projects, digital services and more; asked managers to help in the completing the spreadsheet as there are many signs/labels, etc. that the Marketing department does not produce.

National Library Card Sign-Up Month

- Developed gift giveaway promotion for September for new WPLD card registrants, replacement card requesters and existing members who ask a question about library card services; drafted and finalized instructions with input from Laurie on how MSD conducts promotion.
- Drafted and finalized publicity materials including small poster, gift display signage, Communico slide, Facebook cover image and Instagram post.
- Created, edited and posted website content article.
- Prepared all gifts to be included in the promotion and gave to MSD.

David's Activities...in addition to the creation, revisions, production and distribution of publicity materials and website updates as noted above...

- Figured out and corrected a problem with the "scrub" display feature on Facebook.
- Created business cards for all Public Services staff and for Gail in Tech Services.
- Added *Reading Matters* to outdoor display case at Stafford Place entrance.
- Created and posted a series of signs alerting staff and visitors where to seek shelter during a tornado. Signs are in primarily in English with Spanish subtext.
- Created and installed promotional shelf strips to advertise our portable CD player.
- Created new Food Drive sign for use on collection barrel after the Warhol signage is removed; sign included QR code to our website; updated website with donation needs.
- Edited and prepared Hispanic Life in America website content article submitted by PS.
- Edited and prepared Financial Ratings website content article submitted by PS.
- Attended the SWAN Expo including welcoming and several roundtable discussions: User Groups: What We Do & What We Did the Past Year, Programming, Collection Management, Hiring, Staffing, Retention and Dealing with the Unexpected: Book Banning, Protests, Incivility in Libraries.
- Photographed Library Squad program for use in publicity materials.
- Finalized content for 100 Books Before High School webpage.
- Prepped and then modified a graphic file on 100 Books Before High School for PS to submit for a giveaway item.

Safety Committee

- Updated and sent four safety topic articles to all staff members for their input before finalizing; requested they share any comments or concerns with their managers who would report on them at the August 30 meeting.
- Got input from Jackie on items relating to Safety Committee: first aid kit in Staff Lounge, supply of rubber gloves and source of feminine protection products in the Women's Restroom.
- Discussed with Paul which PS staff would be participating on committee and if a first aid kit is needed in Teen Lounge.

Prepared for and led two meetings.

Discussion items at August 9 meeting included:

- 1) Medical issues in the workplace topic, written and presented by Ian.
- 2) How to handle in our building or anywhere on our property or at off-site program.
- 3) What would be considered a major issue? Unconsciousness, heart attack, copious bleeding. Minor is more of needing an ice pack or a bandage.
- 4) Staff will be instructed that they can render aid based on their comfort level and training; Jason will follow-up on possible legal issue of staff providing aid.
- 5) Any staff member has the authority to call 911; not necessary to wait for PIC.
- 6) Paul is handling ordering new basic First Aid kits for several key areas; MaryKellie will create a Clean-Up Kit with supplies to handle bodily fluids and waste products.

Discussion at August 30 meeting included:

- 1) Group agreed on the need for 3 kits: one at Member Services Desk (one central, no kits at other service desks), one in STEAM Space and one to go with staff to Outreach events held outdoors, like NNO and storytimes.
- 2) Topic somewhat related to Safety Committee: Feminine protection products will now be called Menstruation supplies. In addition to the dispenser in the Women's Restroom, we will keep a discreet container at the MSD. These will be free for anyone requesting them. A sign will be placed in both the Women's Restroom and the Men's Restroom noting: *Free menstruation supplies are available at the MSD*. Proposed: If dispenser can be set to dispense product without coins, do we do that amid concern easily accessible product will be used to vandalize premises (like stuffed in toilets)?
- 3) Broken glass topic was reviewed and edited.
- 4) Discussed the need for orange construction type cones and caution tape to block off areas with broken glass as well as bloodborne pathogens, water situations, other spills, etc.

Administrative

- Met with Jason to discuss my evaluation and goals.
- Met with Jason to discuss several topics including New Logo Project, *Reading Matters* content, publicity for Hispanic content and library participation in various outreach events.

Miscellaneous

- Reminded staff of available templates and procedures for creating book display signage.
- Requested and received help from Duncan on formatting an Excel spreadsheet and how to navigate to a few files in Teams.
- Prepped for and participated in DEI Committee meeting.
- Completed auditor's survey on fraud risk.
- Followed up with COD food bank coordinator that our Management Team determined we could only support one food drive location (our local church) at a time.
- Discussed with Debbie how Marketing could support business services at the library.

Website activities related to maintaining website such as creating, reviewing and editing content; monitoring and responding to issues. In *August*, submitted ticket to Communico on how they display Closed/Closing alerts on the website. This is an ongoing issue with them. Discussed options on how/when to promote the content behind the Tutorials tab on the website.

eNews activities related to producing biweekly newsletters and new cardholder welcome emails: planning, writing, editing, proofreading content; selecting/sizing images; linking; testing drafts; importing, monitoring and segmenting contact lists; monitoring responses. In *August*, updated a feature in Constant Contact to send welcome emails automatically once new email names and addresses are uploaded. Also, revised some content in the series. Had to troubleshoot with Constant Contact on some issues with this process. Also, discussed changes with Mary in MS when entering new member email addresses.

Social Media activities related to managing three social media platforms: planning what events and resources are included; reviewing file photos or slides (take and create as needed); scheduling; monitoring local agencies and other libraries; responding to staff request for additional social media support; monitoring and responding to public comments; decide and implement any ad spending on events; sharing public comments posted on our platforms with staff; updating content tracking documents. In *August*, removed the Twitter symbol from several print and digital marketing materials. The account is still activated but used sparingly. Also, asked Kyrie to continue posting library events in Facebook.

Meeting/Webinar

Kathy

8/3/23: Meeting with Debbie on library business services
8/7/23: Webinar by ILA/Midwest Pano on How to Grow Your Library with Google 360
8/8/23 & 8/22/23: Management Team meetings
8/9/23 & 8/30/23: Safety Committee meetings
8/18/23: Webinar recording by LACONI on How To Refresh Your Brand
8/18/23: Webinar recording by ILA Marketing Forum on Let's Talk Branding
8/24/23: Meeting with Jason re: evaluation and other topics
8/29/23: DEI Committee

David

8/18/23: SWAN Expo
8/24/23: Makerspace Meeting
8/28/23: Webinar recording by LACONI on How To Refresh Your Brand
8/28/23: Webinar recording by ILA Marketing Forum on Let's Talk Branding

Kathy & David

8/9/23: Meeting at Fountaindale Library for logo change presentation
8/10/23: Teams training with Duncan

Publicity Statistics

eNews (Constant Contact)

Subscribers: 6,261
Average open rate: 53%
New Cardholders campaign—average open rate across series of 5 emails: 57%

Social Media

Facebook Followers: 1,744
Instagram Followers: 487

Promotion piece for National Library Card Sign-Up Month in September.

David customized the ALA graphic with our library card.



12. ACQUISITIONS & CATALOGING REPORT

September 2023

Submitted by MaryKellie Marquez

Collection Maintenance

- 694 items created
- 997 items discarded
- 81 items repaired
- 31 discs cleaned

Training/Continuing Education *Details are noted in Teams Learning Log.

MaryKellie

- Boundless Introduction Webinar 8/2/23.
- RAILS Moodle MARC 21 course 8/4/23, 8/9/23, 8/14/23, 8/23/23, 8/27/23.
- KnowBe4 Password training 8/9/23.
- Teams Training led by Duncan 8/10/23.
- Comprehensive Diversity, Equity & Inclusion trainings from nonprofitready.org 8/17/23, 8/21/23, 8/22/23, 8/25/23.
- Created documentation for Safety Committee on Water Issues & Emergency Shutoffs 8/10/23.
- Spanish E FIC re-labeling project completed with Gail.
- Viewed Paylocity webinars on DEI 8/24/23 & 8/25/23.

Gail

- Spanish E FIC re-labeling project completed.
- KnowBe4password training completed.
- Teams training led by Duncan 8/10/23.
- Presented Processing at SWAN Expo 8/18/23.



- Makerspace monthly meeting 8/24/23.
- Assisted in craft kit assembly for Hispanic Heritage Month.
- Coordinated with Diana and Kathy G. for Jackie's surprise party.

MaryKellie's Meetings:

- G&S SACO Funnel Reproductive Rights Meeting 8/4/23.
- Safety Committee Meetings 8/9/23 & 8/30/23.
- Gender and Sexuality SACO Funnel Monthly Meeting 8/10/23.
- August Board Meeting 8/16/23.
- Midwest Tape & Trends 8/17/23.
- RAILS Technical Services Networking Meeting at Helen Plum Public Library 8/18/23.
- SWAN August Fireside Chat 8/29/23.
- DEI Committee Meeting 8/29/23.
- LACONI TSS Board Meeting 8/30/23.
- Held phone interviews for archival presenter for Fall 2023 LACONI TSS Program 8/30/23 & 8/31/23.
- Library Journal Fall Mystery Preview Part 2, 8/31/23.

12. HUMAN RESOURCES

August 2023

Submitted by Ian Stevens

Highlights

- Hired new Member Service Assistant after interviewing 6 applicants
- Attended the SWAN Expo 8/18 in Palos, IL with other library staff.

Staff/Recruiting

- No open positions
- The position of Member Service Assistant had 15 applicants. Six were interviewed and Paridhi Joshi accepted the position. She starts September 8th

HR Procedures

- Ran payrolls in Paylocity 8/8 & 8/21
- Submitted IMRF payroll info to accountant 8/22, and compiled report info to IMRF 8/24
- Completed health coverage survey to HR Source 8/17. Partaking will give access to an aggregated data report compiled from around 100 local organizations
- Progressing with Employee Handbook review; will request an attorney review shortly
- Reviewed current legal poster due to new State legalization
- Renewed the Ryan Dowd/Homelessness training portal for 12 months 8/29
- Interviews held 8/11,14,15,16,17, and 25

Meetings

- Management Team meetings 8/8 & 8/22
- Executive Director meetings 8/10
- Safety committee meeting 8/30. Co-chair meets (office/phone) as required
- Various meetings with staff during the month to discuss a variety of HR issues/topics/policies including benefits, coverage, training, safety
- LIMRiCC Fall benefits meeting 8/15

Training/Continuing Education/Webinars

- Attended the SWAN (System Wide Automated Network) learning expo on 8/18
- TEAMS learning overview 8/10
- Paylocity: Pay Compression 8/24 Open Enrollment webinar 8/31
- HR Source: AI (Artificial Intelligence) and HR, the Future? 8/10
- EEOC (Equal Employment Opportunity Commission): The founding of the EEOC and its meaning for employees 8/23
- HR Drive: Retention and hiring 8/29
- Future: Signed up for HR Source's Benchmarking informational session 9/14

12. IT DEPARTMENT REPORT

August 2023

Submitted by Duncan Jones

User Support

- I helped staff with making copies, Excel, video editing, email, and Teams.
- I helped patrons with checking out a laptop, using a webcam, and scanning to fax.

Troubleshooting

- I investigated a staff PC with scareware. The PC seemed to be just fine.
- I resolved an issue with anti-virus randomly being disabled on a staff PC.
- I resolved an issue with the Teams app not opening on several staff PCs.
- I resolved an issue with a server not getting backed up after installing updates.
- I resolved two issues with phones not reaching outside the building.
- I investigated a scanner issue with streaks when scanning in color. TBS replaced the machine to resolve the problem.
- I investigated the Tech To Go film converter saving to internal memory and advised staff on the function.
- I finished troubleshooting DPM backups failures when the old target drive is offline. I believe the issue has finally been resolved.

Project/Goal

- I updated the Wi-Fi controller, camera controller, various servers, staff and public laptops and the IT PCs.
- I gave presentations on Teams/OneDrive/SharePoint for staff training.
- I edited and uploaded the July board meeting video and walked Jason through the process
- I ordered various small new replacement hardware such as mousepads and wireless mice.
- I explored the option for trustees to use OneDrive and SharePoint and determined it would be best not to.
- I created staff use phone charging kits to replace missing old ones.
- I added wireless mice to Member Services desk as requested.
- I recreated the Tech To Go Walkie-Talkie Pair kit after the loss of one of the units.
- I tested and set up the new document scanner as part of the Scan Station.
- I began applying for Mobile Beacon's Wi-Fly grant.
- I deployed two new water sensor pucks for insurance compliance.

Planning

- Planning for upcoming server hardware replacement.

- Researched new staff document scanner for purchase.
- Researched Makerspace equipment for purchase.
- Planning for staff PC replacements.
- Planning for all-staff MFA deployment.

Meetings

- Met with managers for the Manager's meetings.
- Met with Safety Committee to discuss new guidelines.
- Met with Jason to discuss various topics including editing and uploading of board meeting videos.

Training

- IT Security for Libraries: Part 2 - Dark Web and Anonymity RAILS webinar
- Communico Product Update webinar

Tickets

- 5 opened, 5 closed, 0 pending

13. PRESIDENT'S REPORT

Next Library Meetings or Events as of September 15, 2023

- Wednesday, October 18, 2023 at 6 pm
Decennial Committee on Local Governmental Efficiency
- Wednesday, October 18, 2023 at 7 pm
Regular Board Meeting in Library Meeting Room
- Wednesday, November 15, 2023 at 7 pm
Truth in Taxation Public Hearing
- Wednesday, November 15, 2023 at 7 pm
Regular Board Meeting in Library Meeting Room

14. TREASURER'S REPORT

Property Tax Distributions

As of September 8, 2023, the DuPage County Treasurer has distributed \$2,004,983 to the Warrenville Public Library District. This represents 92.3% of our budgeted property tax income of \$2,171,305. Collections and distributions are on target.