

**DOWNERS GROVE PUBLIC LIBRARY
BOARD OF LIBRARY TRUSTEES
FEBUARY 23, 2022, 7:30 P.M.
LIBRARY MEETING ROOM**

AGENDA

1. Call to Order
2. Roll Call
3. Welcome to Visitors
4. Approval of Minutes
 - a. January 26, 2022 Regular Meeting Requested Action: Approval
5. Financial Matters
 - a. FY2021 Final Financial Reports
 - b. January 2022 Financial Report
 - c. February 2022 Invoices Requested Action: Approval
6. Public Comment on Agenda Items
7. Public Comment on Other Library Business
8. New Business
 - a. Product Architecture Workroom Reconfiguration Letter of Agreement Requested Action: Approval
 - b. Bibliotheca Annual Service and Maintenance Agreement Renewal Requested Action: Approval
 - c. Personnel Policy Updates to Sections 3.55 Sick Leave and 3.61 Victims' Economic Security and Safety Act (VESSA) Requested Action: Approval
 - d. VAV Replacement Proposal Requested Action: Approval
9. Unfinished Business
 - a. COVID-19 Response and Phased Reopening Plan Requested Action: Approval
10. Library Director's Report
11. Trustee Comments and Requests for Information
12. Adjournment

**DOWNERS GROVE PUBLIC LIBRARY
BOARD OF LIBRARY TRUSTEES
JANUARY 26, 2022, 7:30 P.M.
ONLINE VIA GOTO MEETING**

DRAFT MINUTES

1. **Call to Order.** President Graber called the meeting to order at 7:30 p.m.
2. **Roll Call.** Members present: Trustee Carissa Dougherty, Trustee Swapna Gigani, Trustee David Humphreys, Trustee Barnali Khuntia, Trustee Kim Stapleton, President Jonathan Graber. Absent: None.

Also present: Assistant Library Director Jen Ryjewski, Business Office Manager Katelyn Vabalaitis, Media Lab Coordinator Ed Bromiel, Building Operations Director Ian Knorr.

3. **Welcome to Visitors.** President Graber welcomed visitors and thanked them for their interest in the library.
4. **Oath of Office.**
 - a. Swapna Gigani, six-year term. Notary Public Katelyn Vabalaitis administered the oath of office to Swapna Gigani for a six-year term.
5. **Approval of Minutes.**
 - a. October 27, 2021 Executive Session Meeting. It was moved by Gigani and seconded by Dougherty THAT the Minutes of the October 27, 2021 Executive Session be approved as presented and opened to the public. Roll call: Ayes: Dougherty, Gigani, Humphreys, Khuntia, Stapleton, Graber. Nays: None. Abstentions: None.
 - b. November 17, 2021 Regular Meeting. It was moved by Humphreys and seconded by Stapleton THAT the Minutes of the November 17, 2021 Regular Monthly Meeting be approved as presented. Roll call: Ayes: Dougherty, Gigani, Humphreys, Khuntia, Stapleton, Graber. Nays: None. Abstentions: None.
 - c. November 17, 2021 Executive Session Meeting. It was moved by Gigani and seconded by Khuntia THAT the Minutes of the November 17, 2021 Executive Session be approved as presented and opened to the public. Roll call: Ayes: Dougherty, Gigani, Humphreys, Khuntia, Stapleton, Graber. Nays: None. Abstentions: None.

6. Financial Matters.

- a. November 2021 Financial Report. Assistant Library Director Jen Ryjewski presented the report. Revenue came in at almost 102% at the end of November, which included a surplus from 3D print jobs, poster prints, and the sale of withdrawn materials on the sale shelves. Expenditures were at 80% spent. Line 5770, Capital Equipment, was substantially over due to the pickup lockers that were installed. There were over 833 locker pickups in December. The transfer of \$350,000 to the Capital Replacement Fund occurred in November as well. Ryjewski called out the invoice to Library Furniture International, which was the down payment for the new tables purchased for study rooms, conference rooms, and public floor spaces.
- b. December 2021 Invoices. It was moved by Dougherty and seconded by Gigani THAT the payment of December 2021 Operating Fund invoices totaling \$176,846.58, the acceptance of December 2021 credit memos totaling \$11.21, and the ratification of November 2021 payrolls totaling \$239,876.80 be approved. Roll call: Ayes: Dougherty, Gigani, Humphreys, Khuntia, Stapleton, Graber. Nays: None. Abstentions: None.
- c. December 2021 Financial Report. Assistant Library Director Jen Ryjewski presented the report. She reminded the Board that the final, year-end expenditure report would be included in the February Board Packet. Year-end revenues look great and the final revenue report came in at 103%. The expenditure report is at 96% and some of the invoices approved at the meeting will change the percentage a bit for the final report. Ryjewski noted the LIRA invoice for the library's insurance renewal and reminded the Board that there were three payrolls in December. President Graber asked about the library's vendor, Ingram Library Services. Ryjewski responded that Ingram is a book vendor and the library began ordering more print and audiovisual materials through that vendor when Baker and Taylor started having issues fulfilling their orders in a timely manner.
- d. January 2022 Invoices. It was moved by Gigani and seconded by Khuntia THAT the payment of January 2022 Operating Fund invoices for fiscal year 2021 totaling \$40,277.68, the payment of January 2022 Operating Fund invoices for fiscal year 2022 totaling \$128,306.77, and the ratification of December 2021 payrolls totaling \$359,866.10 be approved. Roll call: Ayes: Dougherty, Gigani, Humphreys, Khuntia, Stapleton, Graber. Nays: None. Abstentions: None.

7. Public Comment on Agenda Items. President Graber invited comment. There was none.

8. **Public Comment on Other Library Business.** President Graber invited comment. There was none.

9. **New Business.**

- a. Elevator Modernization Proposals. Building Operations Director Ian Knorr included three proposals from elevator companies in the Board Packet. He contacted four companies total, but one did not respond. Knorr reached out to the companies to figure out the code that the new elevator will have to meet, which increased the cost a bit. New standards include an air conditioner unit in the elevator room and two-way communication with the elevator car, including audio and a camera. The interior of the elevator cab will also be updated, as it is 23 years old. A normal elevator modernization takes place every 20-25 years, so the library's elevator is right on track. Proposals came in under \$150,000, which was Knorr's goal. The lowest bidder, TK Elevator Corporation, is one of the largest companies that does this kind of work and Knorr recommends accepting their proposal. The project is slated to start this summer.

It was moved by Humphreys and seconded by Gigani THAT the Elevator Modernization Project award to TK Elevator Corporation in the amount of \$143,007.98 be approved. Roll call: Ayes: Dougherty, Gigani, Humphreys, Khuntia, Stapleton, Graber. Nays: None. Abstentions: None.

- b. Libraries Illinois Risk Agency (LIRA) Insurance Renewal – Property, Liability, and Workers Compensation. LIRA, the library's current insurance provider, originally advised member libraries to plan for a 20-30% renewal increase. Assistant Library Director Jen Ryjewski was happy to announce that the renewal came in at just over 7%. In addition to property, liability, and workers compensation, LIRA also includes cyber liability, which is rare.

It was moved by Khuntia and seconded by Dougherty THAT the Libraries Illinois Risk Agency (LIRA) insurance package renewal in the amount of \$60,494.00 be approved. Roll call: Ayes: Dougherty, Gigani, Humphreys, Khuntia, Stapleton, Graber. Nays: None. Abstentions: None.

10. **Unfinished Business.**

- a. COVID-19 Response and Phased Reopening Plan. Library staff decided to suspend in-person programming and close the meeting room and conference rooms through February 13. The management team will meet on February 2 and will reassess the plan at that time. Assistant Library Director Jen Ryjewski alerted the Board to a protest that occurred at St. Charles Public Library last week regarding their masking rules. Ryjewski reached out to the

Downers Grove Police Department and with their guidance, the library has a plan in place in the event something similar happens in Downers Grove.

It was moved by Stapleton and seconded by Humphreys THAT the Library Director be reauthorized to continue to make temporary policy changes in consultation with the Board President and within the parameters of the COVID-19 Response and Phased Reopening Plan as presented. Roll call: Ayes: Dougherty, Gigani, Humphreys, Khuntia, Stapleton, Graber. Nays: None. Abstentions: None.

- 11. Library Director's Report.** Assistant Library Director Jen Ryjewski presented Library Director Julie Milavec's report in her absence. Milavec thanked the Board for their support and understanding during the unexpected time off she has had to take. The library released an anti-hate statement in support of the LGBTQ+ community. There were 102 responses received by library staff, with 85% of them being positive. Building Operations Director Ian Knorr hired two new Building Operations Monitors and the goal is to launch the new safety model in March. The electrical replay panel project is starting soon and Fitzgerald Electric is preparing the panels in advance to minimize the downtime. Knorr arranged for the work to be done Friday nights into Saturday mornings three weekends in a row to avoid disruptions to service. Ryjewski acknowledged Trustee Kim Stapleton, as this meeting is her last as a trustee. She served on the Board for four years and her service is greatly appreciated. Ryjewski highlighted that the Consumer Price Index increased 7%, which will impact next year's budget. The salary schedule is typically arranged around the Consumer Price Index. Despite all the challenges in 2021, the library circulated over one million materials last year.

12. Trustee Comments and Requests for Information.

President Graber told Trustees that if they have strong opinions on virtual or in-person meetings, please contact him or Library Director Julie Milavec so there can be a discussion. The decision to hold this meeting virtually came from following the library's own temporary rollback of in-person programs and large meetings.

President Graber thanked Trustee Kim Stapleton for her service to the library and commented that she will be missed.

Trustee Stapleton complimented Assistant Library Director Jen Ryjewski for her work at the meeting. She also commented that she would see everyone around town and at the library.

Trustee Humphreys thanked Trustee Kim Stapleton for her four years and commented that she will be missed. He also commented on the circulation figures and thanked the Director, Assistant Director, and all staff members for superb service during a very difficult year. Even through difficult moments, staff have provided outstanding service to the community.

Trustee Dougherty thanked Trustee Kim Stapleton for her service and is sorry to see her go. She was very impressed by the circulation numbers and wanted to highlight the Circulation Department's December report. She thought it was really cool the department included their goals for 2022 and she was impressed by their thought process and the way they are approaching the coming year. Dougherty also highlighted the Innovation Team's Memory Care Kits. She thinks it is a great collection and is excited to see how the kits are used.

13. Adjournment. President Graber adjourned the meeting at 8:24 p.m.

Revenue by Object Report

FY 2021 - Final

Village of Downers Grove
1/1/2021 through 12/31/2021

Grand Totals

| <i>Object/Title</i> | <i>Adjusted Estimate</i> | <i>Revenues</i> | <i>Year-to-date Revenues</i> | <i>Balance</i> | <i>Prct Rcvd</i> |
|---|------------------------------|-----------------|----------------------------------|----------------|----------------------|
| 4101 Current Property Taxes | 5,553,474.00 | 5,582,037.43 | 5,582,037.43 | -28,563.43 | 100.51 |
| 4109 Prior Year Property Taxes | 100.00 | 151.30 | 151.30 | -51.30 | 151.30 |
| 4313 Personal Property Replacement Tax | 51,500.00 | 111,587.42 | 111,587.42 | -60,087.42 | 216.67 |
| 4410 Sales of Materials | 2,000.00 | 1,686.55 | 1,686.55 | 313.45 | 84.33 |
| 4502 Charges For Services | 10,000.00 | 24,332.23 | 24,332.23 | -14,332.23 | 243.32 |
| 4509 Fees For Non-Residents | 8,000.00 | 14,241.00 | 14,241.00 | -6,241.00 | 178.01 |
| 4571 Rental Fees | 2,000.00 | 1,030.00 | 1,030.00 | 970.00 | 51.50 |
| 4581 Fines | 0.00 | 2,463.47 | 2,463.47 | -2,463.47 | 0.00 |
| 4590 Cost Recovered For Services | 7,500.00 | 15,484.89 | 15,484.89 | -7,984.89 | 206.47 |
| 4610 Federal, Operational Grants | 0.00 | 40,269.32 | 40,269.32 | -40,269.32 | 0.00 |
| 4620 State, Operational Grants | 72,589.00 | 72,908.38 | 72,908.38 | -319.38 | 100.44 |
| 4711 Investment Income | 7,500.00 | 205.59 | 205.59 | 7,294.41 | 2.74 |
| 4712 Investment Income - Property Taxes | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 4820 Contributions, Operating | 5,000.00 | 9,499.66 | 9,499.66 | -4,499.66 | 189.99 |
| 4988 Bond Issue Proceeds | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 4997 Prior Period Adjustments | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Grand Totals | 5,719,663.00 | 5,875,897.24 | 5,875,897.24 | -156,234.24 | 102.73 |

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Periods: 0 through 14

Expenditures by Object Report

FY 2021 - Final

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Village of Downers Grove
1/1/2021 through 12/31/2021

Grand Totals

| Object/Title | Adjusted Appropriation | Expenditures | Year-to-date Expenditures | Year-to-date Encumbrances | Balance | Prct Used |
|--|-----------------------------------|---------------------|--------------------------------------|--------------------------------------|----------------|------------------|
| 5315 Professional Services | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0 |
| 5760 Improvements Other Than Buildings | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0 |
| 5770 Capital Equipment | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0 |
| 5870 Capital Equipment | 1,228,100.00 | 749,202.81 | 749,202.81 | 0.00 | 478,897.19 | 61.0 |
| 5910 Transfer For Capital Projects | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0 |
| Grand Totals | 1,228,100.00 | 749,202.81 | 749,202.81 | 0.00 | 478,897.19 | 61.0 |

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Periods: 0 through 14

Expenditures by Object Report

FY 2021 - Final

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Village of Downers Grove
1/1/2021 through 12/31/2021

Grand Totals

| Object/Title | Adjusted Appropriation | Expenditures | Year-to-date Expenditures | Year-to-date Encumbrances | Balance | Prct Used |
|---------------------------------------|-----------------------------------|---------------------|--------------------------------------|--------------------------------------|----------------|------------------|
| 5101 Salaries, Exempt | 1,632,295.29 | 1,642,546.93 | 1,642,546.93 | 0.00 | -10,251.64 | 100.6 |
| 5104 Bonus | 0.00 | 4,143.74 | 4,143.74 | 0.00 | -4,143.74 | 0.0 |
| 5111 Salaries, Non-Exempt | 329,793.65 | 337,869.78 | 337,869.78 | 0.00 | -8,076.13 | 102.4 |
| 5119 Part-Time Employee Wages | 1,218,289.29 | 1,154,496.31 | 1,154,496.31 | 0.00 | 63,792.98 | 94.7 |
| 5121 Overtime | 0.00 | 588.02 | 588.02 | 0.00 | -588.02 | 0.0 |
| 5131 IMRF Pension Contributions | 288,300.11 | 288,464.12 | 288,464.12 | 0.00 | -164.01 | 100.0 |
| 5133 Medicare Contributions | 46,115.48 | 44,597.27 | 44,597.27 | 0.00 | 1,518.21 | 96.7 |
| 5134 Social Security Contributions | 197,183.45 | 190,687.28 | 190,687.28 | 0.00 | 6,496.17 | 96.7 |
| 5140 Auto Allowance | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0 |
| 5167 Compensated Absences | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0 |
| 5190 Life Insurance | 1,283.40 | 931.60 | 931.60 | 0.00 | 351.80 | 72.5 |
| 5191 Health Insurance | 454,937.29 | 412,247.10 | 412,247.10 | 0.00 | 42,690.19 | 90.6 |
| 5195 Optical Insurance | 2,520.47 | 1,795.49 | 1,795.49 | 0.00 | 724.98 | 71.2 |
| 5197 Dental Insurance | 38,120.25 | 31,180.93 | 31,180.93 | 0.00 | 6,939.32 | 81.8 |
| 5210 Supplies | 98,000.00 | 86,794.69 | 86,794.69 | 0.00 | 11,205.31 | 88.5 |
| 5251 Maintenance Supplies | 21,750.00 | 21,827.65 | 21,827.65 | 0.00 | -77.65 | 100.3 |
| 5280 Small Tools & Equipment | 29,600.00 | 18,756.85 | 18,756.85 | 0.00 | 10,843.15 | 63.3 |
| 5291 Water Purchase | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0 |
| 5302 Dues And Memberships | 7,500.00 | 7,675.67 | 7,675.67 | 0.00 | -175.67 | 102.3 |
| 5303 Seminars, Conferences & Meetings | 28,110.00 | 18,814.57 | 18,814.57 | 0.00 | 9,295.43 | 66.9 |
| 5308 Recognition Program-Staff | 5,000.00 | 2,218.24 | 2,218.24 | 0.00 | 2,781.76 | 44.3 |
| 5315 Professional Services | 62,000.00 | 71,075.86 | 71,075.86 | 0.00 | -9,075.86 | 114.6 |
| 5322 Personnel Recruitment | 1,000.00 | 997.42 | 997.42 | 0.00 | 2.58 | 99.7 |
| 5323 Special Legal | 6,000.00 | 3,184.00 | 3,184.00 | 0.00 | 2,816.00 | 53.0 |
| 5336 Cataloging Services | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0 |
| 5346 Data Processing Services | 110,775.00 | 106,422.42 | 106,422.42 | 0.00 | 4,352.58 | 96.0 |
| 5380 Printing Services | 24,800.00 | 23,185.00 | 23,185.00 | 0.00 | 1,615.00 | 93.4 |
| 5391 Telephone | 17,000.00 | 17,020.97 | 17,020.97 | 0.00 | -20.97 | 100.1 |
| 5392 Postage | 25,500.00 | 15,689.00 | 15,689.00 | 0.00 | 9,811.00 | 61.5 |
| 5393 Freight And Cartage | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0 |

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Periods: 0 through 14

Expenditures by Object Report

FY 2021 - Final

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Village of Downers Grove
1/1/2021 through 12/31/2021

Grand Totals [Continued]

| Object/Title | Adjusted Appropriation | Expenditures | Year-to-date Expenditures | Year-to-date Encumbrances | Balance | Prct Used |
|---|---------------------------|--------------|------------------------------|------------------------------|------------|-----------|
| 5407 Advertising And Public Relations | 19,000.00 | 14,427.07 | 14,427.07 | 0.00 | 4,572.93 | 75.9 |
| 5420 Insurance - Other Policies | 70,700.00 | 59,085.00 | 59,085.00 | 0.00 | 11,615.00 | 83.5 |
| 5430 Building Maintenance Services | 91,500.00 | 92,211.54 | 92,211.54 | 0.00 | -711.54 | 100.7 |
| 5450 Cleaning Services | 80,000.00 | 81,810.39 | 81,810.39 | 0.00 | -1,810.39 | 102.2 |
| 5461 Utilities | 24,250.00 | 15,457.24 | 15,457.24 | 0.00 | 8,792.76 | 63.7 |
| 5470 Other Equipment Repair And Maintenance | 11,500.00 | 9,589.03 | 9,589.03 | 0.00 | 1,910.97 | 83.3 |
| 5481 Rentals | 15,500.00 | 17,849.00 | 17,849.00 | 0.00 | -2,349.00 | 115.1 |
| 5620 Recoverables | 4,000.00 | 116.35 | 116.35 | 0.00 | 3,883.65 | 2.9 |
| 5630 Contingency | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0 |
| 5670 Claims & Similar Exps | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0 |
| 5681 Community Events Grants | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0 |
| 5690 Unemployment Compensation | 5,000.00 | 0.00 | 0.00 | 0.00 | 5,000.00 | 0.0 |
| 5730 Intangibles & Artwk | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0 |
| 5750 Buildings | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0 |
| 5770 Capital Equipment | 58,000.00 | 100,930.91 | 100,930.91 | 0.00 | -42,930.91 | 174.0 |
| 5801 *** Title Not Found *** | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0 |
| 5850 Buildings | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0 |
| 5851 Electronic Resources | 227,800.00 | 221,573.90 | 221,573.90 | 0.00 | 6,226.10 | 97.2 |
| 5852 Print Materials | 345,500.00 | 325,115.98 | 325,115.98 | 0.00 | 20,384.02 | 94.1 |
| 5853 Audiovisual Materials | 147,200.00 | 109,782.29 | 109,782.29 | 0.00 | 37,417.71 | 74.5 |
| 5860 Improvements Other Than Buildings | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0 |
| 5870 Capital Equipment | 60,000.00 | 70,422.00 | 70,422.00 | 0.00 | -10,422.00 | 117.3 |
| 5880 Intangible Assets (Software) | 52,000.00 | 45,978.39 | 45,978.39 | 0.00 | 6,021.61 | 88.4 |
| 5899 Depreciation | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0 |
| 5910 Transfer For Capital Projects | 350,000.00 | 350,000.00 | 350,000.00 | 0.00 | 0.00 | 100.0 |
| 5930 Transfer For Debt Service | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0 |
| Grand Totals | 6,207,823.68 | 6,017,560.00 | 6,017,560.00 | 0.00 | 190,263.68 | 96.9 |

DOWNERS GROVE LIBRARY 1/31/2022

| | Library fund | Building & Equip Replacement Fund |
|--------------------|--------------|---|
| CASH & INVESTMENTS | \$ 1,000,140 | \$ 615,000 |
| FUND BALANCE | 948,962 | \$ 615,000 |

Revenue by Object Report

Village of Downers Grove
1/1/2022 through 1/31/2022

Grand Totals

| <u>Object/Title</u> | <u>Adjusted Estimate</u> | <u>Revenues</u> | <u>Year-to-date Revenues</u> | <u>Balance</u> | <u>Prct Rcvd</u> |
|---|------------------------------|------------------|----------------------------------|---------------------|----------------------|
| 4101 Current Property Taxes | 5,862,439.00 | 0.00 | 0.00 | 5,862,439.00 | 0.00 |
| 4109 Prior Year Property Taxes | 100.00 | 0.00 | 0.00 | 100.00 | 0.00 |
| 4313 Personal Property Replacement Tax | 60,000.00 | 21,657.94 | 21,657.94 | 38,342.06 | 36.10 |
| 4410 Sales of Materials | 2,000.00 | 416.56 | 416.56 | 1,583.44 | 20.83 |
| 4502 Charges For Services | 10,000.00 | 275.82 | 275.82 | 9,724.18 | 2.76 |
| 4509 Fees For Non-Residents | 8,000.00 | 423.00 | 423.00 | 7,577.00 | 5.29 |
| 4571 Rental Fees | 2,000.00 | 120.00 | 120.00 | 1,880.00 | 6.00 |
| 4581 Fines | 0.00 | 57.38 | 57.38 | -57.38 | 0.00 |
| 4590 Cost Recovered For Services | 8,500.00 | 876.56 | 876.56 | 7,623.44 | 10.31 |
| 4610 Federal, Operational Grants | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 4620 State, Operational Grants | 72,589.00 | 29,330.80 | 29,330.80 | 43,258.20 | 40.41 |
| 4711 Investment Income | 2,500.00 | 120.52 | 120.52 | 2,379.48 | 4.82 |
| 4712 Investment Income - Property Taxes | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 4820 Contributions, Operating | 5,000.00 | 0.00 | 0.00 | 5,000.00 | 0.00 |
| 4988 Bond Issue Proceeds | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 4997 Prior Period Adjustments | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Grand Totals | 6,033,128.00 | 53,278.58 | 53,278.58 | 5,979,849.42 | 0.88 |

Capital Replacement Fund

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01/28/2022 8:54AM
Periods: 1 through 1

Expenditures by Object Report

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Village of Downers Grove
1/1/2022 through 1/31/2022

Grand Totals

| <i>Object/Title</i> | <i>Adjusted Appropriation</i> | <i>Expenditures</i> | <i>Year-to-date Expenditures</i> | <i>Year-to-date Encumbrances</i> | <i>Balance</i> | <i>Prct Use</i> |
|--|-----------------------------------|---------------------|--------------------------------------|--------------------------------------|----------------|-----------------|
| 5315 Professional Services | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0 |
| 5760 Improvements Other Than Buildings | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0 |
| 5770 Capital Equipment | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0 |
| 5870 Capital Equipment | 411,600.00 | 0.00 | 0.00 | 0.00 | 411,600.00 | 0.0 |
| 5910 Transfer For Capital Projects | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0 |
| Grand Totals | 411,600.00 | 0.00 | 0.00 | 0.00 | 411,600.00 | 0.0 |

Operating Fund

glExpObj
01/28/2022 8:56AM
Periods: 1 through 1

Expenditures by Object Report

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Village of Downers Grove
1/1/2022 through 1/31/2022

Grand Totals

| Object/Title | Adjusted Appropriation | Expenditures | Year-to-date Expenditures | Year-to-date Encumbrances | Balance | Prct Use |
|---------------------------------------|---------------------------|--------------|------------------------------|------------------------------|--------------|----------|
| 5101 Salaries, Exempt | 1,733,543.38 | 127,261.61 | 127,261.61 | 0.00 | 1,606,281.77 | 7.3 |
| 5104 Bonus | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0 |
| 5111 Salaries, Non-Exempt | 338,730.61 | 26,937.00 | 26,937.00 | 0.00 | 311,793.61 | 7.9 |
| 5119 Part-Time Employee Wages | 1,286,018.09 | 93,550.59 | 93,550.59 | 0.00 | 1,192,467.50 | 7.2 |
| 5121 Overtime | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0 |
| 5131 IMRF Pension Contributions | 240,632.68 | 17,953.88 | 17,953.88 | 0.00 | 222,678.80 | 7.4 |
| 5133 Medicare Contributions | 48,695.16 | 3,527.08 | 3,527.08 | 0.00 | 45,168.08 | 7.2 |
| 5134 Social Security Contributions | 208,213.83 | 15,080.58 | 15,080.58 | 0.00 | 193,133.25 | 7.2 |
| 5140 Auto Allowance | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0 |
| 5167 Compensated Absences | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0 |
| 5190 Life Insurance | 1,366.20 | 73.95 | 73.95 | 0.00 | 1,292.25 | 5.4 |
| 5191 Health Insurance | 496,336.20 | 34,055.45 | 34,055.45 | 0.00 | 462,280.75 | 6.8 |
| 5195 Optical Insurance | 1,925.91 | 145.41 | 145.41 | 0.00 | 1,780.50 | 7.5 |
| 5197 Dental Insurance | 32,871.93 | 2,536.14 | 2,536.14 | 0.00 | 30,335.79 | 7.7 |
| 5210 Supplies | 108,750.00 | 2,493.67 | 2,493.67 | 0.00 | 106,256.33 | 2.2 |
| 5251 Maintenance Supplies | 21,750.00 | 1,892.63 | 1,892.63 | 0.00 | 19,857.37 | 8.7 |
| 5280 Small Tools & Equipment | 29,900.00 | 135.40 | 135.40 | 0.00 | 29,764.60 | 0.4 |
| 5291 Water Purchase | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0 |
| 5302 Dues And Memberships | 7,500.00 | 0.00 | 0.00 | 0.00 | 7,500.00 | 0.0 |
| 5303 Seminars, Conferences & Meetings | 28,600.00 | 403.23 | 403.23 | 0.00 | 28,196.77 | 1.4 |
| 5308 Recognition Program-Staff | 5,000.00 | 1,080.42 | 1,080.42 | 0.00 | 3,919.58 | 21.6 |
| 5315 Professional Services | 75,200.00 | 1,364.00 | 1,364.00 | 0.00 | 73,836.00 | 1.8 |
| 5322 Personnel Recruitment | 1,000.00 | 287.62 | 287.62 | 0.00 | 712.38 | 28.7 |
| 5323 Special Legal | 6,000.00 | 0.00 | 0.00 | 0.00 | 6,000.00 | 0.0 |
| 5336 Cataloging Services | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0 |
| 5346 Data Processing Services | 119,495.00 | 16,210.25 | 16,210.25 | 0.00 | 103,284.75 | 13.5 |
| 5380 Printing Services | 27,250.00 | 0.00 | 0.00 | 0.00 | 27,250.00 | 0.0 |
| 5391 Telephone | 17,000.00 | 1,235.16 | 1,235.16 | 0.00 | 15,764.84 | 7.2 |
| 5392 Postage | 29,000.00 | 3,000.00 | 3,000.00 | 0.00 | 26,000.00 | 10.3 |
| 5393 Freight And Cartage | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0 |

Operating Fund

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Periods: 1 through 1

Expenditures by Object Report

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Village of Downers Grove
1/1/2022 through 1/31/2022

Grand Totals [Continued]

| Object/Title | Adjusted Appropriation | Expenditures | Year-to-date Expenditures | Year-to-date Encumbrances | Balance | Prct Use |
|---|---------------------------|-------------------|------------------------------|------------------------------|---------------------|------------|
| 5407 Advertising And Public Relations | 19,500.00 | 411.40 | 411.40 | 0.00 | 19,088.60 | 2.1 |
| 5420 Insurance - Other Policies | 70,700.00 | 60,494.00 | 60,494.00 | 0.00 | 10,206.00 | 85.5 |
| 5430 Building Maintenance Services | 92,000.00 | 3,006.97 | 3,006.97 | 0.00 | 88,993.03 | 3.2 |
| 5450 Cleaning Services | 80,000.00 | 5,589.22 | 5,589.22 | 0.00 | 74,410.78 | 6.9 |
| 5461 Utilities | 24,250.00 | 3,220.37 | 3,220.37 | 0.00 | 21,029.63 | 13.2 |
| 5470 Other Equipment Repair And Maintenance | 11,500.00 | 0.00 | 0.00 | 0.00 | 11,500.00 | 0.0 |
| 5481 Rentals | 18,000.00 | 818.39 | 818.39 | 0.00 | 17,181.61 | 4.5 |
| 5620 Recoverables | 4,000.00 | 44.75 | 44.75 | 0.00 | 3,955.25 | 1.1 |
| 5630 Contingency | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0 |
| 5670 Claims & Similar Exps | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0 |
| 5681 Community Events Grants | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0 |
| 5690 Unemployment Compensation | 2,500.00 | 0.00 | 0.00 | 0.00 | 2,500.00 | 0.0 |
| 5730 Intangibles & Artwk | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0 |
| 5750 Buildings | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0 |
| 5770 Capital Equipment | 58,000.00 | 1,294.27 | 1,294.27 | 0.00 | 56,705.73 | 2.2 |
| 5801 *** Title Not Found *** | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0 |
| 5850 Buildings | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0 |
| 5851 Electronic Resources | 245,800.00 | 9,476.03 | 9,476.03 | 0.00 | 236,323.97 | 3.8 |
| 5852 Print Materials | 348,150.00 | 10,816.05 | 10,816.05 | 0.00 | 337,333.95 | 3.1 |
| 5853 Audiovisual Materials | 146,200.00 | 3,386.66 | 3,386.66 | 0.00 | 142,813.34 | 2.3 |
| 5860 Improvements Other Than Buildings | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0 |
| 5870 Capital Equipment | 60,000.00 | 0.00 | 0.00 | 0.00 | 60,000.00 | 0.0 |
| 5880 Intangible Assets (Software) | 59,500.00 | 1,969.11 | 1,969.11 | 0.00 | 57,530.89 | 3.3 |
| 5899 Depreciation | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0 |
| 5910 Transfer For Capital Projects | 350,000.00 | 0.00 | 0.00 | 0.00 | 350,000.00 | 0.0 |
| 5930 Transfer For Debt Service | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0 |
| Grand Totals | 6,454,878.99 | 449,751.29 | 449,751.29 | 0.00 | 6,005,127.70 | 6.9 |

Capital Replacement Fund

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Invoice Edit Listing
Village of Downers Grove

Page: 4

February 23, 2022

Vendor Totals

| Vendor | Number of Invoices | Amount | Retained/Withheld Amount | Total |
|---------------------------------------|--------------------|------------------|-----------------------------|------------------|
| 003200 GRAYBAR ELECTRIC COMPANY, INC. | 1 | 19,649.50 | 0.00 | 19,649.50 |
| 008330 TK ELEVATOR | 1 | 71,503.99 | 0.00 | 71,503.99 |
| Grand Total: | 2 | 91,153.49 | 0.00 | 91,153.49 |

INVOICES OF NOTE

For Library Board Meeting on February 23, 2022

Capital Replacement Fund

| | | |
|--------|---|-------------|
| 003200 | Graybar Electric Company, Inc. (Electrical Relay Project) | \$19,649.50 |
| 008330 | TK Elevator (Elevator Modernization Project) | \$71,503.99 |

February 23, 2022

Vendor Totals

| Vendor | Number of Invoices | Amount | Retained/Withheld Amount | Total |
|---|--------------------|----------|-----------------------------|----------|
| 021463 360CLEAN | 1 | 5,350.00 | 0.00 | 5,350.00 |
| 018213 AMAZON CAPITAL SERVICES, INC. | 4 | 314.20 | 0.00 | 314.20 |
| 000322 AMAZON.COM | 1 | 935.49 | 0.00 | 935.49 |
| 000403 AT&T | 1 | 266.64 | 0.00 | 266.64 |
| 000672 BAKER & TAYLOR - L0217582 | 26 | 971.46 | 0.00 | 971.46 |
| 016893 BIBLIOTHECA, LLC | 2 | 1,909.23 | 0.00 | 1,909.23 |
| 000829 BLACKSTONE AUDIOBOOKS | 23 | 1,811.24 | 0.00 | 1,811.24 |
| 001223 CASE LOTS, INC. | 1 | 603.97 | 0.00 | 603.97 |
| 001259 CCH, INC. ORPORATED | 1 | 211.41 | 0.00 | 211.41 |
| 001264 CDW GOVERNMENT, INC. | 4 | 1,254.57 | 0.00 | 1,254.57 |
| 008323 CENGAGE LEARNING | 12 | 1,080.41 | 0.00 | 1,080.41 |
| 001276 CENTER FOR THE STUDY OF SVC | 1 | 450.00 | 0.00 | 450.00 |
| 001277 CENTER POINT PUBLISHING | 3 | 282.84 | 0.00 | 282.84 |
| 001377 CHICAGO TRIBUNE | 2 | 265.43 | 0.00 | 265.43 |
| 001459 CINTAS CORPORATION | 2 | 98.44 | 0.00 | 98.44 |
| 017327 CYNDIA D. SCHAFER | 1 | 250.00 | 0.00 | 250.00 |
| 016094 DE LAGE LANDEN FINANCIAL SVC, INC. | 1 | 818.39 | 0.00 | 818.39 |
| 002056 DEMCO, INC. | 2 | 1,555.49 | 0.00 | 1,555.49 |
| 002356 DOWNERS GROVE ROTARY CLUB | 1 | 75.00 | 0.00 | 75.00 |
| 002359 DOWNERS GROVE SANITARY DIST. | 2 | 160.80 | 0.00 | 160.80 |
| 002539 EBSCO SUBSCRIPTION SERVICES | 1 | 297.98 | 0.00 | 297.98 |
| 005572 FIA CARD SERVICES, N.A. | 12 | 7,073.84 | 0.00 | 7,073.84 |

February 23, 2022

Vendor Totals

| Vendor | Number of Invoices | Amount | Retained/Withheld Amount | Total |
|--|--------------------|-----------|-----------------------------|-----------|
| 009775 FINDAWAY WORLD, LLC | 3 | 609.87 | 0.00 | 609.87 |
| 017510 FIRST COMMUNICATIONS, LLC | 1 | 512.06 | 0.00 | 512.06 |
| 019894 FISH WINDOW CLEANING | 1 | 1,275.00 | 0.00 | 1,275.00 |
| 016977 GARVEY'S OFFICE PRODUCTS, INC. | 4 | 1,017.96 | 0.00 | 1,017.96 |
| 013544 GOOGLE, INC. | 1 | 990.00 | 0.00 | 990.00 |
| 003188 GRAHAM CRACKERS COMICS, LTD. | 1 | 124.53 | 0.00 | 124.53 |
| 008770 GRAINGER | 3 | 88.39 | 0.00 | 88.39 |
| 003567 ILLINOIS DEPT OF INNOVATION &, TECHNOLOGY | 1 | 126.00 | 0.00 | 126.00 |
| 003688 INGRAM LIBRARY SERVICES, LLC | 47 | 15,933.32 | 0.00 | 15,933.32 |
| 021479 JULIE MARIE GENTILE | 1 | 150.00 | 0.00 | 150.00 |
| 004812 KLEIN, THORPE AND JENKINS, LTD | 1 | 330.00 | 0.00 | 330.00 |
| 004928 LAKESHORE LEARNING MATERIALS | 1 | 76.53 | 0.00 | 76.53 |
| 005056 LEXISNEXIS MATTHEW BENDER | 1 | 211.10 | 0.00 | 211.10 |
| 005373 MARILYN S. EICHMANN | 1 | 400.00 | 0.00 | 400.00 |
| 005613 MEDLIN COMMUNICATIONS, INC. | 1 | 703.11 | 0.00 | 703.11 |
| 005866 MIDWEST TAPE | 12 | 5,781.22 | 0.00 | 5,781.22 |
| 006161 NICOR GAS | 1 | 3,654.21 | 0.00 | 3,654.21 |
| 006295 ORKIN PEST CONTROL | 1 | 135.00 | 0.00 | 135.00 |
| 012499 OVERDRIVE, INC. | 3 | 9,456.37 | 0.00 | 9,456.37 |
| 006361 PADDOCK PUBLICATIONS, INC. | 1 | 765.40 | 0.00 | 765.40 |
| 006698 PRINT SMART | 3 | 189.19 | 0.00 | 189.19 |
| 006859 R.H. DONNELLEY | 1 | 15.71 | 0.00 | 15.71 |
| 013422 RUNCO OFFICE SUPPLY & EQUIP CO | 9 | 258.10 | 0.00 | 258.10 |

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Invoice Edit Listing
Village of Downers Grove

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February 23, 2022

Vendor Totals

| Vendor | Number of Invoices | Amount | Retained/Withheld Amount | Total |
|---------------------------------------|--------------------|------------------|-----------------------------|------------------|
| 007676 SIGNS NOW | 1 | 88.50 | 0.00 | 88.50 |
| 018271 SOUNDS GOOD, INC. | 1 | 90.00 | 0.00 | 90.00 |
| 019483 THE LANGUAGE LABS | 1 | 90.00 | 0.00 | 90.00 |
| 016714 THOMAS MAC ENTEE | 1 | 100.00 | 0.00 | 100.00 |
| 000385 TRANE U.S. , INC. | 1 | 1,774.50 | 0.00 | 1,774.50 |
| 016841 TSAI FONG BOOKS, INC. | 2 | 829.07 | 0.00 | 829.07 |
| 011517 UNIQUE MANAGEMENT SERVICES, IN | 1 | 10.30 | 0.00 | 10.30 |
| 006654 UNITED STATES POSTAL SERVICE | 1 | 6,000.00 | 0.00 | 6,000.00 |
| 018458 URBAN ELEVATOR SERVICE, LLC | 1 | 224.97 | 0.00 | 224.97 |
| 008618 USA TODAY | 1 | 338.81 | 0.00 | 338.81 |
| Grand Total: | 214 | 78,386.05 | 0.00 | 78,386.05 |

INVOICES OF NOTE

For Library Board Meeting on February 23, 2022

| | | |
|--------|--|------------|
| 021463 | 360Clean (Monthly Cleaning Service - new vendor) | \$5,350.00 |
| 001276 | Center for the Study of Svc (Online Database Renewal) | \$450.00 |
| 017327 | Cyndia D. Schaffer (Program Payment) | \$250.00 |
| 021479 | Julie Marie Gentile (Program Payment) | \$150.00 |
| 005373 | Marilyn S. Eichmann (Program Payment) | \$400.00 |
| 012499 | Overdrive, Inc. (Ebooks and Audiobooks) | \$9,456.37 |
| 018271 | Sounds Good, Inc. (Meeting Room Piano Tuning) | \$90.00 |
| 016714 | Thomas Mac Entee (Program Payment) | \$100.00 |
| 006654 | United States Postal Service (Postage for Discoveries) | \$6,000.00 |

Vendor Totals

| <u>Vendor</u> | <u>Number of Memos</u> | <u>Amount</u> |
|----------------------------------|------------------------|---------------|
| 000672 BAKER & TAYLOR - L0217582 | 1 | 96.46 |
| Grand Total: | <u>1</u> | <u>96.46</u> |

Library Credit Card Details for the February 23, 2022 Board Meeting

| Julie Milavec | | | | |
|---------------------|-------------------------------------|---|--------------|--------------------|
| | | | Total | \$ - |
| Katelyn Vabalaitis | | | | |
| 971 | 5302 Dues & Membership | Costco Membership Renewal | \$ | 120.00 |
| 971 | 5315 Professional Services | Postage | \$ | 9.25 |
| 976 | 5407 Advertising & Public Relations | Rebrandly Subscription | \$ | 25.75 |
| 978 | 5391 Telephone | Comcast Monthly Payment | \$ | 475.26 |
| | | | Total | \$ 630.26 |
| Ian Knorr | | | | |
| 978 | 5210 Supplies | Fridge Filters | \$ | 69.35 |
| 978 | 5251 Maintenance Supplies | Water Testing Supplies, Replacement Lamps | \$ | 596.20 |
| 978 | 5280 Small Tools & Equipment | Vacuum Cleaner | \$ | 399.99 |
| 978 | 5470 Other Equipment Repair & Maint | Boiler Cartridges, Boiler Inspection Fee | \$ | 512.79 |
| | | | Total | \$ 1,578.33 |
| Elizabeth Matkowski | | | | |
| | | | Total | \$ - |
| Karen Bonarek | | | | |
| 972 | 5210 Supplies | Program Supplies | \$ | 118.90 |
| | | | Total | \$ 118.90 |
| Amelia Prechel | | | | |
| 972 | 5853 AV Materials | Great Courses DVD's | \$ | 66.36 |
| 977 | 5210 Supplies | Supplies, Labels | \$ | 114.81 |
| | | | Total | \$ 181.17 |
| Cynthia Khatri | | | | |
| 976 | 5280 Small Tools & Equipment | Supplies for Canon PR Camera | \$ | 208.98 |
| | | | Total | \$ 208.98 |
| Sharon Hrycewicz | | | | |
| 973 | 5210 Supplies | Program Supplies | \$ | 122.63 |
| 973 | 5853 AV Materials | AE Art Kit Supplies | \$ | 88.19 |
| | | | Total | \$ 210.82 |
| Traci Skocik | | | | |
| 973 | 5210 Supplies | Program Supplies | \$ | 1,303.91 |
| | | | Total | \$ 1,303.91 |
| Allyson Renell | | | | |
| 973 | 5852 Printed Materials | Patron Requested Books | \$ | 56.93 |
| | | | Total | \$ 56.93 |

| Christine Lees | | | | |
|----------------|------------------------------------|---|---|--------------------|
| 974 | 5210 Supplies | Office Supplies | \$ | 431.45 |
| 974 | 5280 Small Tools & Equipment | Voice Recorders | \$ | 74.97 |
| 974 | 5303 Seminars, Mtgs, & Conferences | Employee Recognition Lunch | \$ | 56.35 |
| | | | Total | \$ 562.77 |
| Paul Regis | | | | |
| 975 | 5210 Supplies | Supplies | \$ | 27.98 |
| 975 | 5280 Small Tools & Equipment | USB Drives and Cables | \$ | 31.57 |
| 975 | 5770 Capital Equipment | Mobile Hotspots | \$ | 165.00 |
| 975 | 5880 Intangible Assets | Zoom, Google, GoToMeeting, Libsyn, Hotspot Data Plans | \$ | 1,599.57 |
| | | | Total | \$ 1,824.12 |
| Grace Goodwyn | | | | |
| 976 | 5210 Supplies | Paper and Notepads | \$ | 55.24 |
| | | | Total | \$ 55.24 |
| Jen Ryjewski | | | | |
| | | | Total | \$ - |
| Amanda Klenk | | | | |
| 972 | 5210 Supplies | Program Supplies | \$ | 294.42 |
| 972 | 5315 Professional Services | Shutterstock Annual Renewal | \$ | 29.00 |
| 972 | 5852 Print Materials | ATS Book | \$ | 18.99 |
| | | | Total | \$ 342.41 |
| | | | Library Credit Card February 2022 Totals | \$ 7,073.84 |

PAYROLLS FOR JANUARY 2022

| | |
|-----------------------------|--------------|
| JANUARY 14 | \$124,180.83 |
| JANUARY 28 | \$123,568.37 |
| TOTAL JANUARY 2022 PAYROLLS | \$247,749.20 |

**DOWNERS GROVE PUBLIC LIBRARY
BOARD OF LIBRARY TRUSTEES
FEBRUARY 23, 2022**

Agenda Item 8A

Product Architecture Workroom Reconfiguration Letter of Agreement

Product Architecture was selected to plan the 2014 library renovation and has maintained its professional services relationship with the library since that time. Public bodies are not required to go through a selection process for professional services, such as architects and lawyers, if the public body has a satisfactory relationship with a provider. To that end, any new project with Product Architecture is added as letter of agreement, which becomes an addendum to the original AIA contract with them.

The 2022 Workroom Reconfiguration Project will focus on the Access, Children's, Maintenance, and IT workrooms to provide updated work and storage spaces to each of these departments, according to their current needs. Addressing laminate that is peeling from multiple public service desks was added to the project. This agreement is necessary to begin the formal planning process for the project. It is anticipated that the project may extend into 2023.

Recommended Action: Approve the Letter of Agreement with Product Architecture for the 2022 Workroom Reconfiguration Project in the amount of \$22,000.00.

February 15, 2022

Julie Milavec, Library Director
Downers Grove Public Library
1050 Curtiss Street
Downers Grove, IL 60515
630-960-1200 ext. 4300

re: Proposal for Professional Architectural Services

Julie:

Our current understanding of the project is to provide design options, permit, and construction documents to reconfigure various office and work areas including IT, Access Services, Maintenance, and Youth Services. We will also explore options to both reconfigure and potentially reclad the existing level 1 & 2 service points due to issues with the laminate. Our understanding is that the current project estimate for the current scope of work is \$300,000.00.

The following constitutes the proposed scope of services for this project:

1. Existing Building and Site Documentation:

As part of this scope of services, we will document the existing conditions in each of the workrooms including all furniture. This information will serve as the base point for the reconfiguration project and also aid in the potential reuse of existing fixtures.

2. Programming:

This portion of our work will include meeting with key staff in each of the departments to review the overall needs and goals for the project. This team building meeting will help to provide everyone with the opportunity to voice and understand the positive and negative aspects of their current spaces.

3. Planning:

Several space planning options will be generated for review by staff working toward a single solution that will be then priced by SMC. Once the overall plan and cost has been approved by the board, we will prepare permit and construction documents along with furniture selection and specifications for the purposes of bidding.

Compensation to Our Firm

Compensation will be based on a fixed fee of \$22,000 within the constraints noted above. In addition, our firm will provide construction administration services including bi-weekly on site construction meetings.

Reimbursable expenses are in addition to the compensation listed above and include expenditures made by our firm in the interests of the project. Examples are reproduction of documents, printing, transportation (mileage), postage, overnight delivery and messenger services. Billing will be on a monthly basis for work accomplished during the preceding month. Payment is due within 45 days.

General Provisions

Except as modified herein, terms of our agreement will be based on AIA Document B133, "Standard Form of Agreement Between Owner and Architect", 2017 edition. This agreement and all subsequent agreements shall be governed by the laws of the State of Illinois. If this proposal is acceptable, please sign and return a copy for our records. If any clarification or additional information is required, please do not hesitate to call.

Sincerely-



Dan Pohrte

product architecture + design
811 west evergreen #405
chicago, il 60642

o 312.202.0701
c 773.837.0447

Accepted by: _____ Date: _____
Julie Milavec, Library Director

**DOWNERS GROVE PUBLIC LIBRARY
BOARD OF LIBRARY TRUSTEES
FEBRUARY 23, 2022**

Agenda Item 8B

Bibliotheca Annual Service and Maintenance Agreement Renewal

The annual support and maintenance contract for Bibliotheca renews in May. This contract covers many important systems including self-checks, automated materials handler (aka AMH or sorter), RFID workstations, and credit card swipe equipment, as well as on-going software needed for those systems. Hardware covered includes:

- 3 material handling inductions (2 interior book return slots and 1 workroom return site)
- 4 material handling conveyance sites (conveyer belts on the sorter)
- 1 material handling controller (server used to run the sorter)
- 4 materials handling sortation units (to push books to bins along conveyer belt)
- 7 self-check stations
- 7 credit card swipes
- 6 RFID workstations (for encoding tags placed on materials)

Subscription software includes:

- Enterprise Command Center (reporting and control)
- CompriseST Fines & Fees (self-check fine and fee payments)

Without a service agreement, technician visits are billed at \$675 per visit, plus \$250 per hour. If a part needs to be replaced, the cost of the part is additional. The annual service contract includes all service calls, parts and labor, and two annual tune-ups for the sorter.

The first year of maintenance on the six new self-checkout stations purchased in 2020, which was included in the purchase price, has expired. For that reason, this renewal is \$39,389.11, higher than the prior year's \$36,961.97 cost.

Recommended Action: Approve the Bibliotheca Annual Service and Maintenance Agreement in the amount of \$39,389.11.

Quote Date: 2/16/2022
Quote Number: QUO-167425-Z0M6

Service & Maintenance/Extended Warranty Quote

Invoice To:

Downers Grove Public Library
Christine Lees
Assistant Manager, Circulation Services
1050 Curtiss Street
Downers Grove IL 60515
US

clees@dglibrary.org
Tel: 630-960-1200 x4264

System Main Location:

Downers Grove Public Library
Christine Lees
Assistant Manager, Circulation Services
1050 Curtiss Street
Downers Grove IL 60515
US

Contract Number: US-121303-L4H7
Term: 5/6/2022 - 5/5/2023

| Item ID | Item Type | Quantity | Sale Price (USD) | Sub Total |
|------------------|--|----------|------------------|-------------|
| SUP000002-000-US | ANNUAL SUPPORT & MAINTENANCE Contract Term: May 06, 2022 - May 05, 2023 | 1.000 | \$39,389.11 | \$39,389.11 |

Total \$39,389.11
(Less Sales Tax):

bibliothecca Contact:

Contract Team
Service-renewals-us@bibliothecca.com
Tel: 800-328-0067

Terms & Conditions:

Service and Maintenance prices exclude any applicable sales tax. If tax-exempt, a copy of Tax Exemption Certificate is required with Purchase Order for all tax-exempt customers.

Terms are NET 30 Days from Date of Invoice.

Quotes are good for 180 days.

Service & Maintenance/Extended Warranty Quote

| Location | Asset Name | Serial # | Start Date | End Date | Price |
|-------------------------------------|---|--------------|------------|----------|------------|
| Downers Grove Public Library - Main | RFID STF WKSTN:896 | P1209553 | 5/6/2022 | 5/5/2023 | \$199.00 |
| Downers Grove Public Library - Main | RFID STF WKSTN:896 | P1209552 | 5/6/2022 | 5/5/2023 | \$199.00 |
| Downers Grove Public Library - Main | RFID STF WKSTN:896 | P1209551 | 5/6/2022 | 5/5/2023 | \$199.00 |
| Downers Grove Public Library - Main | RFID STF WKSTN:896 | P1209550 | 5/6/2022 | 5/5/2023 | \$199.00 |
| Downers Grove Public Library - Main | RFID STF WKSTN:896 | P1209549 | 5/6/2022 | 5/5/2023 | \$199.00 |
| Downers Grove Public Library - Main | RFID STF WKSTN:896 | P1209548 | 5/6/2022 | 5/5/2023 | \$199.00 |
| Downers Grove Public Library - Main | AMH Sortation:2850 FX | 28500423 | 5/6/2022 | 5/5/2023 | \$766.07 |
| Downers Grove Public Library - Main | AMH Sortation:2850 FX | 28500422 | 5/6/2022 | 5/5/2023 | \$766.07 |
| Downers Grove Public Library - Main | AMH Sortation:2850 FX | 28500421 | 5/6/2022 | 5/5/2023 | \$766.07 |
| Downers Grove Public Library - Main | AMH Sortation:2850 FX | 28500420 | 5/6/2022 | 5/5/2023 | \$766.07 |
| Downers Grove Public Library - Main | AMH Conveyance:2860 FX | 28600243L | 5/6/2022 | 5/5/2023 | \$731.92 |
| Downers Grove Public Library - Main | AMH Conveyance:2860 FX | 28600242R | 5/6/2022 | 5/5/2023 | \$731.92 |
| Downers Grove Public Library - Main | AMH Conveyance:2863 FX | 28630087 | 5/6/2022 | 5/5/2023 | \$731.92 |
| Downers Grove Public Library - Main | AMH Induction:2820 | 28200224 | 5/6/2022 | 5/5/2023 | \$4,246.74 |
| Downers Grove Public Library - Main | AMH Induction:2820 | 90100135 | 5/6/2022 | 5/5/2023 | \$4,246.74 |
| Downers Grove Public Library - Main | AMH Induction:2830 | 28500423 | 5/6/2022 | 5/5/2023 | \$3,839.73 |
| Downers Grove Public Library - Main | AMH Controller:2855 FX | 28550151 | 5/6/2022 | 5/5/2023 | \$2,531.79 |
| Downers Grove Public Library - Main | AMH Conveyance:2860 FX | 28600239R | 5/6/2022 | 5/5/2023 | \$731.92 |
| Downers Grove Public Library - Main | Command Center:Enterprise | 90100340 | 5/6/2022 | 5/5/2023 | \$1,850.63 |
| Downers Grove Public Library - Main | Comprise Annual Subscription | 234151000150 | 5/6/2022 | 5/5/2023 | \$599.00 |
| Downers Grove Public Library - Main | Comprise Annual Subscription | 234151000149 | 5/6/2022 | 5/5/2023 | \$599.00 |
| Downers Grove Public Library - Main | Comprise Annual Subscription | 234151000148 | 5/6/2022 | 5/5/2023 | \$599.00 |
| Downers Grove Public Library - Main | Comprise Annual Subscription | 234151000147 | 5/6/2022 | 5/5/2023 | \$599.00 |
| Downers Grove Public Library - Main | Comprise Annual Subscription | 234151000146 | 5/6/2022 | 5/5/2023 | \$599.00 |
| Downers Grove Public Library - Main | Comprise Annual Subscription | 234151000143 | 5/6/2022 | 5/5/2023 | \$599.00 |
| Downers Grove Public Library - Main | Comprise Annual Subscription | 234151000142 | 5/6/2022 | 5/5/2023 | \$599.00 |
| Downers Grove Public Library - Main | selfCheck 500D desktop kiosk | B15995 | 5/6/2022 | 5/5/2023 | \$1,299.00 |
| Downers Grove Public Library - Main | bibliothecca RFID workstation™ 120V | P12R000514 | 5/6/2022 | 5/5/2023 | \$199.00 |
| Downers Grove Public Library - Main | selfCheck 500D desktop kiosk | B15152 | 5/6/2022 | 5/5/2023 | \$1,299.00 |
| Downers Grove Public Library - Main | selfCheck 500 full height kiosk | B17096 | 5/6/2022 | 5/5/2023 | \$1,299.00 |
| Downers Grove Public Library - Main | selfCheck 500 full height kiosk | B17123 | 5/6/2022 | 5/5/2023 | \$1,299.00 |
| Downers Grove Public Library - Main | selfCheck 500 full height kiosk | b17096 | 5/6/2022 | 5/5/2023 | \$1,299.00 |
| Downers Grove Public Library - Main | selfCheck 500 full height kiosk | B17095 | 5/6/2022 | 5/5/2023 | \$1,299.00 |
| Downers Grove Public Library - Main | selfCheck 500 full height kiosk | B17114 | 5/6/2022 | 5/5/2023 | \$1,299.00 |
| Downers Grove Public Library - Main | libraryConnect devices, 1 year subscription, 6-15 devices | License | 5/6/2022 | 5/5/2023 | \$1,743.00 |
| Downers Grove Public Library - Main | bibliothecca RFID workstation™ 120V | P12R001224 | 9/10/2022 | 5/5/2023 | \$129.76 |
| Downers Grove Public Library - Main | bibliothecca RFID workstation™ 120V | P12R001341 | 9/10/2022 | 5/5/2023 | \$129.76 |

Service & Maintenance/Extended Warranty Quote

Terms & Conditions Continued:

WHAT IS COVERED:

Hardware: In consideration of payment of the agreement price, Bibliotheca will furnish labor and replacement parts necessary to maintain the Equipment specified in this agreement in proper operating condition during the term of this agreement, provided that the Equipment is installed by an authorized Bibliotheca Service Provider and used as directed. This Service Agreement covers Equipment failure during normal usage. Bibliotheca agrees to provide:

- On-site remedial maintenance during On-Site Coverage Hours (except for depot repair agreements) When Bibliotheca is notified that the Equipment is not in good working order. Bibliotheca will provide a toll-free telephone number for Customer to place, and Bibliotheca will receive, Equipment maintenance service calls twenty-four (24) hours per day, seven (7) days per Week.
- All labor, service parts and Equipment modifications Bibliotheca deems necessary to maintain the Equipment in good working order. All service parts will be furnished on an exchange basis and will be new parts or parts of equal quality. For certain Equipment, Bibliotheca reserves the right to replace the entire unit with new equipment or equipment of equal quality when Bibliotheca determines that replacement is more economical than on-site repair. All Equipment and service parts removed for replacement become the property of Bibliotheca.

Software: In consideration of payment of the agreement price, Bibliotheca will furnish over-the-phone software support and remote troubleshooting of the Bibliotheca Software specified in this agreement as well as updates necessary to maintain the Bibliotheca Software specified in this agreement in proper operating condition during the term of this agreement, provided that the Bibliotheca Software is installed and used as directed. Bibliotheca agrees to provide:

- All software configuration modifications Bibliotheca deems necessary to maintain the Bibliotheca Software in good working order
- Bibliotheca Software updates
- Internet Filter list updates (as applicable)
- A toll-free telephone number for Customer to place and Bibliotheca to receive software support calls. Over-the-phone software support calls may be placed twenty-four (24) hours per day, seven (7) days per week. Calls will be addressed during Bibliotheca Software Support Coverage Hours in the order they were received.

WHAT IS NOT COVERED: The basic maintenance fee does not include and Bibliotheca is not obligated to provide or perform repair of damage or increase in service time caused by (i) failure of Customer to provide continually a proper operating environment and supply of power as prescribed by the Equipment manufacturer; (ii) accident; (iii) Acts of God, including but not limited to fire, flood, water, wind and lightning; (iv) neglect, abuse or misuse; (v) failure of Customer to follow Bibliotheca's published operating instructions; (vi) modification, service or repair of the Equipment by other than Bibliotheca authorized personnel; (vii) use of Equipment for purposes other than for which designed; (viii) painting or refinishing the equipment; (ix) relocation of the equipment; (x) replacement of broken or damaged cabinetry; to include items such as lattices, base covers, book check covers, etc.; (xi) electrical work external to the Equipment; (xii) cosmetic restoration (e.g., filling of holes in floor or walls, plugging or wire run openings, removal of tape residue, etc.) after removal or relocation of equipment for any reason; (xiii) restoration of Equipment performance when it has been degraded by placement of unauthorized interference sources within the affected range of said equipment; (xiv) service requests related to use of markers (strips) other than those manufactured by Bibliotheca or its authorized distributor(s), (xv) modification, or repair of the Bibliotheca Software by other than Bibliotheca authorized personnel; (xvi) use of the Bibliotheca Software for purposes other than for which designed; (xvii) virus / hacker activity; (xviii) Non- Bibliotheca Software related updates and upgrades including, but not limited to, Operation System, Anti-Virus, Intrusion Detection. (xix) labor or materials associated with consumables such as receipt printer paper, separator jaws, patron counter batteries, and similar items.

RENEWAL: This agreement is NOT automatically renewable. If a renewal agreement is offered by Bibliotheca, the agreement price quoted will reflect the age of the product and the service costs at the time of renewal.

ENTIRE AGREEMENT: This instrument sets forth the entire agreement between the parties, and no representation, promise or condition not contained herein shall modify these terms whether made prior to or subsequent to the execution of this agreement.

Submit Purchase Order by fax to 1-877-689-2269 or by email to service-renewals-us@bibliotheca.com.

Accepted By: _____

Accepted Date: _____

Customer Purchase Order Number: _____

**DOWNERS GROVE PUBLIC LIBRARY
BOARD OF LIBRARY TRUSTEES
FEBRUARY 23, 2022**

Agenda Item 8C

Personnel Policy Updates to Sections 3.55 Sick Leave and 3.61 Victims' Economic Security and Safety Act (VESSA)

The Management Team recommends changes to Personnel Policy Section 3.55 Sick Leave to simplify the doctor's note requirement after three days. The current policy reads that a doctor's note is required after three consecutive days, with an example of a note being required if a staff member misses a Friday and Monday shift. In practice, managers have found that this is an issue with equity implications particularly for part-time staff. It can be both difficult and expensive to obtain the necessary doctor's note. For a part-time staffer who only works a few days per week, we have found that, especially for those with children, the current policy is too stringent. The proposed change requires a doctor's note to return to work after missing three consecutive work shifts.

Business Office Manager Katelyn Vabalaitis recommends changes proposed to Personnel Policy Section 3.61 Victims' Economic Security and Safety Act (VESSA). The changes reflect an amendment to this Act, effective in 2022, to create the Violent Crimes Victims Leave Act. That Act allows employees who are victims of violence or who have family or household members who are victims of violence to take up to 12 weeks of unpaid leave per any 12-month period to seek medical help, legal assistance, counseling, safety planning, and other assistance. The amendment also prohibits employers from discriminating against employees who are victims of violence or who have family or household members who are victims of violence.

Proposed additions are in **red type** and deletions ~~struck through~~.

Recommended Action: Approve the updates to Personnel Policy Sections 3.55 Sick Leave and 3.61 Victims' Economic Security and Safety Act (VESSA) as presented.

3.55 Sick Leave

Sick leave with pay is granted at a rate of 7.5 hours per month for full-time employees up to a maximum of 90 hours per year. Unused sick days are accumulated up to a maximum of 1,800 hours (240 days).

Part-time employees are granted sick leave at the same rate as full-time employees, prorated on the average number of hours worked per week the previous year. For the first year of employment, sick leave is prorated on the number of hours authorized for the position. Unused sick leave is accumulated up to a maximum of 1,800 hours.

All new employees may begin using sick leave after 60 days of employment.

Sick leave accrues on a monthly basis. However, for recordkeeping purposes, on January 1 of each year, employees will be granted the amount of sick leave they would earn if they stayed employed by the library for the entire upcoming calendar year. Leave balances will be settled at the conclusion of each year or upon separation from employment. Upon separation, if the employee has used more of the advanced leave than they were entitled to use, the employee must reimburse the library for this time.

Sick leave may be used only on those days an employee is scheduled to work. Sick leave may be claimed in 15-minute increments, but sick leave payments shall not exceed the usual number of hours in the employee's scheduled work day or work week. An employee may not be paid for more sick leave than has been earned.

Sick leave shall be granted to an employee only on approval of the supervisor and for the following reasons:

- Illness (including conditions related to pregnancy or childbirth) or injury of the employee;
- Illness or injury of a member of the employee's immediate family who requires the care and attendance of the employee (See Section 3.5 Appointments for definition of immediate family); or
- Medical, dental, or optical examinations for treatment of the employee or a member of the employee's immediate family who requires the care and attendance of the employee.

Appropriate medical documentation of the need for sick leave, or for an employee's fitness to perform their job functions, may be required at any time as determined necessary by the library, and will be required for absence from multiple shifts spanning ~~three or more consecutive days~~ **more than three consecutive shifts**. For example, an employee who called off on a Friday and a Monday missed four total consecutive days, despite missing only two days of consecutive scheduled work.

Unused sick leave is not paid at the time of termination or retirement, but may be used for IMRF service credit as allowed by IMRF and in accordance with the terms and conditions set by IMRF.

3.61 Victims' Economic Security and Safety Act (VESSA)

Eligible employees may use unpaid victims' economic and security and safety leave for up to 12 weeks in a 12-month period for any one or more of the following reasons:

- Seeking medical attention for, or recovering from, physical or psychological injuries caused by domestic, ~~or sexual~~, **gender, or any other crime of violence** to the employee or the employee's family or household member;
- Obtaining services from a victim services organization for the employee or the employee's family or household member;
- Obtaining psychological or other counseling for the employee or the employee's family or household member;
- Participating in safety planning, temporarily or permanently relocating, or taking other actions to increase the safety of the employee or the employee's family or household member from future ~~domestic or sexual violence~~ **domestic, sexual, gender, or any other crime of violence** or ensuring economic security; or
- Seeking legal assistance or remedies to ensure the health and safety of the employee or the employee's family or household member, including preparing for or participating in any civil or criminal legal proceeding related to or derived from domestic, ~~or sexual~~, **gender, or any other crime of violence**.

3.61.1 Definitions

"12-Month Period" means a rolling 12-month period measured forward from the date leave is taken and continuous with each additional leave day taken.

"Domestic, ~~or Sexual~~, **Gender or Other Crimes of Violence**" means domestic violence, sexual assault, ~~or stalking~~, **harassment and obscene communication, armed violence, and other crimes**.

"Family or Household Member" means a spouse **or party to a civil union**, parent, **grandparent**, child, **grandchild, sibling, or any** other person related by blood or by present or prior marriage **or civil union**, other person who shares a relationship through a child, **or any other individual whose close association with the employee is the equivalent of a family relationship as determined by the employee**, and persons jointly residing in the same household.

~~"Parent" means the biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a child.~~

"Child" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is under 18 years of age, or is 18 years of age or older and incapable of self-care because of a mental or physical disability.

3.61.2 Coverage and Eligibility

Both full and part-time employees are eligible to apply for this leave.

3.61.3 Intermittent or Reduced Leave

An employee may take leave intermittently (a few days or a few hours at a time) or on a reduced leave schedule.

3.61.4 Substitution of Paid Leave

An employee may elect to substitute accrued paid vacation, sick time, personal time, or any other applicable paid time off for any part of victims' economic security and safety leave. Such substitution will not extend the employee's total allotment of time off under this policy.

When the employee's need for the leave also qualifies as family/medical leave pursuant to the Family and Medical Leave Act (FMLA), or for short-term or long-term disability, these leaves will run concurrently with leave taken pursuant to this policy, such that the total amount of unpaid leave for which an employee will be eligible in one year is 12 weeks.

3.61.5 Notice Requirement

An employee is required to give 48 hours' notice to the library in the event of a foreseeable leave. In unexpected or unforeseeable situations, an employee should provide as much notice as is practicable, usually verbal notice within one or two business days of when the need for leave becomes known.

3.61.6 Certification

For leaves taken pursuant to this policy, the employee may be required to submit a certification demonstrating the need for the leave. The employee, in most cases, must provide the certification within 15 days after it is requested.

The certification requirement may be satisfied by the submission of a sworn statement from the employee and one of the following:

- Documentation from a victim services organization, attorney, clergy, or medical or other professional from whom the employee or the family/household member has sought assistance in addressing domestic or sexual violence and/or its effects
- A police or court record
- Other corroborating evidence

The employee may choose the type of documentation from the above list to submit. All documentation related to the employee's need for the leave pursuant to this policy will be held in strict confidence and will only be disclosed as required/permitted by law.

3.61.7 Effect on Benefits

During an approved VESSA leave, the library will maintain the employee's insurance benefits as if they continued to be actively employed. If paid leave is substituted for

unpaid VESSA leave, the library will deduct the employee's portion of the insurance premium as a regular payroll deduction. If the employee's leave is unpaid, they must pay their portion of the premium during the leave. The employee's group insurance coverage may cease if their premium payment is more than 30 days late. If the employee does not return to work at the end of the leave period, they may be required to reimburse the library for the cost of the premiums paid by the library for maintaining coverage during the employee's unpaid leave, unless they cannot return to work because of the continuation, recurrence, or onset of domestic or sexual violence or other circumstances beyond their control.

3.61.8 Job Protection

If the employee wishes to return to work at the expiration of their leave, the employee is entitled to return to their same position or to an equivalent position with equal pay, benefits, and other terms and conditions of employment. If the employee takes leave because of their own medical condition, the employee is required to provide medical certification that they are fit to resume work. Employees failing to provide medical certification that they are fit to return to work will not be permitted to resume work until it is provided.

3.61.9 Reasonable Accommodations

The library supports VESSA and will attempt to provide reasonable accommodations for people who are entitled to protection under this Act in a timely fashion, unless such accommodations would present an undue hardship for the library.

Reasonable accommodation applies to applicants and employees and may include adjustment to a job structure, workplace facility, or work requirement; transfer, reassignment, or modified schedule; leave; a changed telephone number or seating assignment; installation of a lock; implementation of a safety procedure; or assistance in documenting domestic, ~~or sexual~~, **gender, or any other crime of** violence that occurs at the workplace or in work-related settings, in response to actual or threatened domestic or sexual violence.

A qualified individual is an individual who, but for being a victim of domestic, ~~or sexual~~, **gender, or any other crime of** violence or with a family or household member who is a victim of domestic, ~~or sexual~~, **gender, or any other crime of** violence, can perform the essential functions of the employment position that such individual holds or desires.

Should an employee wish to request a reasonable accommodation pursuant to this policy, they should contact their supervisor or the Assistant Director.

**DOWNERS GROVE PUBLIC LIBRARY
BOARD OF LIBRARY TRUSTEES
FEBRUARY 23, 2022**

Agenda Item 8D

VAV Replacement Proposal

Building Operations Director Ian Knorr requests \$52,377.00 from the Library Capital Replacement Fund for eight replacement Variable Air Volume Single Duct Terminals (commonly referred to as VAV boxes or VAVs), hot water valves, and field sensors. The Capital Needs Assessment includes replacement of six to seven VAVs per year from 2020 through 2027, starting at \$19,685.00 for 2020. However, we have found that the budgeted cost is significantly less than actual cost of materials and installation, as demonstrated by 2020 VAV replacement costs. No VAV replacements were made in 2021.

The eight VAV boxes are prioritized for replacement due to:

- No longer operational
- Continued maintenance repairs
- Communication issues
- End of unit life

The scope of the project includes: Supply new VAV units, hot water valves, and field devices; device programming and integration into the building automation system (Trane); removal of old units and installation of new VAV units; electrical connections at units; sheet metal work; and re-piping of new hot water valves, including shut-off valves (Hayes Mechanical). If the hot water valves do not hold, there will be an extra charge for freezing the pipes, which is what occurred on two that were replaced in 2020.

Though this expenditure is over the 2022 budget for this project within the Library Capital Replacement Fund, the \$20,472.00 budgeted for VAV replacements in 2021 was not used. Trane VAVs are required by our HVAC control system, with a cost of \$28,877.00 for the eight VAV boxes needed. Hayes Mechanical, the current HVAC maintenance contractor, will install the boxes at a cost of \$23,500.00.

Recommended Action: Approve expenditure from Library Capital Replacement Fund for purchase of eight VAV boxes from Trane in the amount of \$28,877.00 and installation by Hayes Mechanical in the amount of \$23,500.00.



TRANE
TECHNOLOGIES

Trane U.S. Inc.
7100 S Madison St
Willowbrook, IL 60527
Phone: (630) 734-3200

January 28, 2022

Downers Grove Library
1050 Curtiss St.
Downers Grove, IL 60515
U.S.A.

Site Address:
Downers Grove Library
1050 Curtiss St.
Downers Grove, IL 60515
U.S.A.

Attention: Downers Grove Library

Project Name: Supply (8) VAV Units & Integrate VAVs into Existing Control System

Trane is pleased to present our proposal to perform the following work on the equipment listed below at your facility. The services in this proposal will be performed using Trane's Exclusive Service Procedures to ensure you get full benefit of our extensive service experience, coupled with the distinct technical expertise of an HVAC equipment manufacturing leader. Our innovative procedures are environmentally and safety conscious and aligns expectation of work scope while providing efficient and productive delivery of services.

Scope of Service – Supply (8) VAV Units & Integrate into Existing Controls System

This "Scope of Services" includes supplying the referenced VAVs to Downers Grove Library. After the installing contractor has installed and started up all VAVs, Trane service will integrate each VAV into existing controls system per manufacturer recommended procedures.

| Equipment | Manufacturer | Model Number | Serial Number |
|-----------|--------------|--------------|---------------|
|-----------|--------------|--------------|---------------|

Tag Data - Variable Air Volume Single Duct Terminal Units (Qty: 8)

| Item | Tag(s) | Qty | Description | Model Number |
|------|---|-----|--|---|
| A1 | VAV-6, VAV-10, VAV-43, VAV-76, VAV-85 | 5 | Variable Air Volume Single Duct Terminal | VCWF08-----DD73A--0-1L300000000--0320J2H0 |
| A2 | VAV-1, VAV-26, VAV-44 | 3 | Variable Air Volume Single Duct Terminal | VCWF06-----DD73A--0-1L000000000--0320J2H0 |

Product Data - Variable Air Volume Single Duct Terminal Units

All Units

Single duct with hot water heat
Matte faced insulation - 1/2" (13 mm)
UC210 DDC-Basic (Water heat- Modulating)
Standard actuator
Left hand &/or same side connection (control &/or hot water coil)
Air - Fi Wireless Communication Module
Hot water valve harness
Standard Air Leakage
Space Temperature Modulating Reheat
1 Row Hot Water Coil
Trane Air-Fi - WCS-SD (display) (Fld)
1st year labor warranty whole unit

Item: A1 Qty: 5 Tag(s): VAV-6, VAV-10, VAV-43, VAV-76, VAV-85

8" inlet size, 900 cfm (203mm inlet, 425 l/s)
230-240/24-volt transformer

Item: A2 Qty: 3 Tag(s): VAV-1, VAV-26, VAV-44

6" inlet size, 500 cfm (152mm inlet, 236 l/s)

Clarifications

- **NOT INCLUDED:** Installation, Rigging, Storage, Control or power wiring, Extra belts, filters, sheaves, Smoke detectors, Labor warranty, Piping, start-up, piping specialties, Chicago Code Refrigeration/Ventilation, Modification [If required], Maintenance., Any items not listed above.
- Any service not listed is not included.
- Work will be performed during normal Trane business hours.
- Any extra steps or procedures needed to be performed by Trane technicians as a result of COVID-19 are not included and will be extra.

Total Price (Excluding Sales Tax):

Grand Total: \$28,877.00

COVID-19 National Emergency Clause

The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane's performance under this Agreement. Consequently, the parties agree as follows:

1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
2. Each party will abide by any federal, state or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
4. If Trane's performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.

We are committed to providing you with solutions that make your buildings work better. When you work with Trane you get the full benefit of our global service experience coupled with the distinct technical expertise of a leading HVAC equipment manufacturer.

We thank you for giving us an opportunity to quote on this service and hope we have a chance to work with you and your staff in the future.

Sincerely,

Eric Gutierrez
Account Manager
Phone: (312) 459-4527
Email: eric.gutierrez@tranetechnologies.com

Customer Acceptance

This proposal is valid 30 days from the proposal date and is subject to Customer's acceptance of the attached Trane Terms and Conditions.

Authorized Representative

Printed Name

Title

Purchase Order

Acceptance Date

Terms and Conditions – Quoted Service

“Company” shall mean Trane U.S. Inc..

To obtain repair service within the scope of Services as defined, contact your local Trane District office identified on the first page of the Agreement by calling the telephone number stated on that page. That Trane District office is responsible for Trane's performance of this Agreement. Only Trane authorized personnel may perform service under this Agreement. For Service covered under this Agreement, Trane will be responsible for the cost of transporting a part requiring service.

1. Agreement. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the “Agreement”) resulting from Company's proposal (the “Proposal”) for the services (the “Services”) on equipment listed in the Proposal (the “Covered Equipment”). **COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service (“Connected Services Terms”), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Acceptance. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent (“Customer”) delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon the Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to provide Services in accordance with the Proposal. If Customer does not reject or object in writing to Company within 10 days, the Company's counter-offer will be deemed accepted. Customer's acceptance of the Services by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. In the case of a dispute, the applicable terms and conditions will be those in effect at the time of delivery or acceptance of the Services. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services rendered by Company to the date of cancellation.

4. Cancellation by Customer Prior to Services; Refund. If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

5. Cancellation by Company. This Agreement may be cancelled by Company for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to performance of any Services hereunder and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

6. Services Fees and Taxes. Fees for the Services (the “Service Fee(s)”) shall be as set forth in the Proposal and are based on performance during regular business hours. Fees for outside Company's regular business hours and any after-hours services shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fee, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with acceptable tax exemption certificates. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due.

7. Payment. Payment is due upon receipt of Company's invoice. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing these terms and conditions.

8. Customer Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead)

9. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances as of the time Company performs the Services. Company is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company. Company may refuse to perform any Services or work where working conditions could endanger property or put at risk the safety of people. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company. Customer must reimburse Trane for services, repairs, and/or replacements performed by Trane at Customer's request beyond the scope of Services or otherwise excluded under this Agreement. The reimbursement shall be at the then prevailing applicable regular, overtime, or holiday rates for labor/labour and prices for materials. Prior to Trane performing the additional services, repairs, and/or replacements, Customer may request a separate written quote stating the work to be performed and the price to be paid by Customer for the work.

10. Customer Obligations. Customer shall: (a) provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; and (b) unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines.

11. Exclusions. Unless expressly included in the Proposal, the Services do not include, and Company shall not be responsible for or liable to the Customer for, any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from any of the following:

(a) Any guarantee of room conditions or system performance;

- (b) Inspection, operation, maintenance, repair, replacement or performance of work or services outside the Services;
- (c) Damage, repairs or replacement of parts made necessary as a result of the acts or omission of Customer or any Event of Force Majeure;
- (d) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions") including, without limitation, damages, losses, or expenses involving a Pre-Existing Condition of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould, bacteria, microbial growth, fungi or other contaminants or airborne biological agents; and
- (e) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included with the Proposal.

12. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to the Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement and (b) the labor/labour portion of the Services is warranted to have been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any improperly performed labor/labour. No liability whatsoever shall attach to Company until the Services have been paid for in full. Exclusions from this Limited Warranty include claims, losses, damages, and expenses in any way connected with, related to, or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Trane; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of Company equipment may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by the component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer.

THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE, OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF, OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. COMPANY EXPRESSLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF SERVICES OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

13. Indemnity. To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

14. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY UNDER THIS AGREEMENT. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

15. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos or other hazardous materials (collectively, "Hazardous Materials"). Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, liability, fees and penalties, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance of the Services only when the affected area has been rendered harmless.

16. Insurance. Company agrees to maintain the following insurance during the term of the contract with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

| | |
|------------------------------|----------------------------|
| Commercial General Liability | \$2,000,000 per occurrence |
| Automobile Liability | \$2,000,000 CSL |
| Workers Compensation | Statutory Limits |

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive its right of subrogation

17. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon ten (10) days notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor disputes; labor or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

18. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Services are performed without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. No modifications, additions or changes may be made to this Agreement except in a writing signed by Company. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

19. Equal Employment Opportunity/Affirmative Action Clause. Company is a United States federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250; and Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

20. U.S. Government Contracts.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement / Purchase Order are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. government contract, Customer agrees and hereby certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to contractor's Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of this offer or agreement, other than the Proposal or this Agreement.

21. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-10.48 (0919)
Supersedes 1-10.48 (1114)

TERMS AND CONDITIONS - COMMERCIAL EQUIPMENT

"Company" shall mean Trane U.S. Inc..

1. **Acceptance.** These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the sale of the described commercial equipment and any ancillary services (the "Equipment"). **COMPANY'S TERMS AND CONDITIONS AND EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice to Customer. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Equipment in accordance with the Proposal and the Company's terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer's acceptance of the Equipment will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability.

2. **Connected Services.** In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. **Title and Risk of Loss.** All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.

4. **Pricing and Taxes.** Within thirty (30) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company's factory. Prices for Equipment are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of Equipment. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control. If shipment is delayed due to Customer's actions, Company may also charge Customer with storage fees. If a release is not received within 6 months following order acceptance, Company reserves the right to cancel any order. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased. The price of Equipment does not include any present or future foreign, federal, state, or local property, license, privilege, sales, use, excise, value added, gross receipts or other like taxes or assessments. Such amounts will be itemized separately to Customer, who will make prompt payment to Company. Company will accept valid exemption documentation for such taxes and assessments from Customer, if applicable. All prices include packaging in accordance with Company's standard procedures. Charges for special packaging, crating or packing are the responsibility of Customer.

5. **Delivery and Delays.** Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.

6. **Performance.** Company shall be obligated to furnish only the Equipment described in the Proposal and in submittal data (if such data is issued in connection with the order). Company may rely on the acceptance of the Proposal, and in submittal data as acceptance of the suitability of the Equipment for the particular project or location. Unless specifically stated in the Proposal, compliance with any local building codes or other laws or regulations relating to specifications or the location, use or operation of the Equipment is the sole responsibility of Customer. If Equipment is tendered that does not fully comply with the provisions of this Agreement, and Equipment is rejected by Customer, Company will have the right to cure within a reasonable time after notice thereof by substituting a conforming tender whether or not the time for performance has passed.

7. **Force Majeure.** Company's duty to perform under this Agreement and the Equipment prices are contingent upon the non-occurrence of an Event of Force Majeure. If the Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid); and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

8. **Limited Warranty.** Company warrants the Equipment manufactured by Company for a period of the lesser of 12 months from initial start-up or 18 months from date of shipment, whichever is less, against failure due to defects in material and manufacture and that it has the capacities and ratings set forth in Company's catalogs and bulletins ("Warranty"). **Equipment manufactured by Company that includes required start-up and sold in North America will not be warranted by Company unless Company performs the Equipment startup.** Exclusions from this Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; modifications made by others to the Equipment; repairs or alterations by a party other than Company that adversely affects the stability or reliability of the Equipment; vandalism; neglect; accident; adverse weather or environmental conditions; abuse or improper use; improper installation; commissioning by a party other than Company; unusual physical or electrical or mechanical stress; operation with any accessory, equipment or part not specifically approved by Company; refrigerant not supplied by Company; and/or lack of proper maintenance as recommended by Company. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Company's obligations and liabilities under this Warranty are limited to furnishing replacement equipment or parts, at its option, FCA (Incoterms 2000) factory or warehouse (f.o.b. factory or warehouse for US domestic purposes) at Company-designated shipping point, freight-allowed to Company's warranty agent's stock location, for all non-conforming Company-manufactured Equipment (which have been returned by Customer to Company). Returns must have prior written approval by Company and are subject to restocking charge where applicable. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS,**

REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO. No warranty liability whatsoever shall attach to Company until Customer's complete order has been paid for in full and Company's liability under this Warranty shall be limited to the purchase price of the Equipment shown to be defective. Additional warranty protection is available on an extra-cost basis and must be in writing and agreed to by an authorized signatory of the Company. EXCEPT FOR COMPANY'S WARRANTY EXPRESSLY SET FORTH HEREIN, COMPANY DOES NOT MAKE, AND HEREBY EXPRESSLY DISCLAIMS, ANY WARRANTIES, EXPRESS OR IMPLIED CONCERNING ITS PRODUCTS, EQUIPMENT OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF DESIGN, MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR OTHERS THAT ARE ALLEGED TO ARISE FROM COURSE OF DEALING OR TRADE.

9. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

10. Insurance. Upon request, Company will furnish evidence of its standard insurance coverage. If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive any rights of subrogation.

11. Customer Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement, require payment prior to shipping, or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to the Company for all Equipment furnished and all damages sustained by Company (including lost profit and overhead).

12. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, PUNITIVE, EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS), OR CONTAMINANTS LIABILITIES, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY. In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

13. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION, OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.

14. Nuclear Liability. In the event that the Equipment sold hereunder is to be used in a nuclear facility, Customer will, prior to such use, arrange for insurance or governmental indemnity protecting Company against all liability and hereby releases and agrees to indemnify Company and its suppliers for any nuclear damage, including loss of use, in any manner arising out of a nuclear incident, whether alleged to be due, in whole or in part to the negligence or otherwise of Company or its suppliers.

15. Intellectual Property; Patent Indemnity. Company retains all ownership, license and other rights to all patents, trademarks, copyrights, trade secrets and other intellectual property rights related to the Equipment, and, except for the right to use the Equipment sold, Customer obtains no rights to use any such intellectual property. Company agrees to defend any suit or proceeding brought against Customer so far as such suit or proceeding is solely based upon a claim that the use of the Equipment provided by Company constitutes infringement of any patent of the United States of America, provided Company is promptly notified in writing and given authority, information and assistance for defense of same. Company will, at its option, procure for Customer the right to continue to use said Equipment, or modify it so that it becomes non-infringing, or replace same with non-infringing Equipment, or to remove said Equipment and to refund the purchase price. The foregoing will not be construed to include any Agreement by Company to accept any liability whatsoever in respect to patents for inventions including more than the Equipment furnished hereunder, or in respect of patents for methods and processes to be carried out with the aid of said Equipment. The provision of Equipment by Company does not convey any license, by implication, estoppel, or otherwise, under patent claims covering combinations of said Equipment with other devices or elements. The foregoing states the entire liability of Company with regard to patent infringement. Notwithstanding the provisions of this paragraph, Customer will hold Company harmless against any expense or loss resulting from infringement of patents or trademarks arising from compliance with Customer's designs or specifications or instructions.

16. Cancellation. Equipment is specially manufactured in response to orders. An order placed with and accepted by Company cannot be delayed, canceled, suspended, or extended except with Company's written consent and upon written terms accepted by Company that will reimburse Company for and indemnify Company against loss and provide Company with a reasonable profit for its materials, time, labor, services, use of facilities and otherwise. Customer will be obligated to accept any Equipment shipped, tendered for delivery or delivered by Company pursuant to the order prior to any agreed delay, cancellation, suspension or extension of the order. Any attempt by Customer to

unilaterally revoke, delay or suspend acceptance for any reason whatever after it has agreed to delivery of or accepted any shipment shall constitute a breach of this Agreement. For purposes of this paragraph, acceptance occurs by any waiver of inspection, use or possession of Equipment, payment of the invoice, or any indication of exclusive control exercised by Customer.

17. Invoicing and Payment. Unless otherwise agreed to in writing by Company, equipment shall be invoiced to Customer upon tender of delivery thereof to the carrier. Customer shall pay Company's invoices within net 30 days of shipment date. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Company may at any time decline to ship, make delivery or perform work except upon receipt of cash payment, letter of credit, or security, or upon other terms and conditions satisfactory to Company. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all Equipment to secure payment in full of all amounts due Company and its order for the Equipment, together with these terms and conditions, form a security agreement (as defined by the UCC in the United States and as defined in the Personal Property Security Act in Canada). Customer shall keep the Equipment free of all taxes and encumbrances, shall not remove the Equipment from its original installation point and shall not assign or transfer any interest in the Equipment until all payments due Company have been made. The purchase money security interest granted herein attaches upon Company's acceptance of Customer's order and on receipt of the Equipment described in the accepted Proposal but prior to its installation. The parties have no agreement to postpone the time for attachment unless specifically noted in writing on the accepted order. Customer will have no rights of set off against any amounts, which become payable to Company under this Agreement or otherwise.

18. Claims. Company will consider claims for concealed shortages in shipments or rejections due to failure to conform to an order only if such claims or rejections are made in writing within 15 days of delivery and are accompanied by the packing list and, if applicable, the reasons in detail why the Equipment does not conform to Customer's order. Upon receiving authorization and shipping instructions from authorized personnel of Company, Customer may return rejected Equipment, transportation charges prepaid, for replacement. Company may charge Customer any costs resulting from the testing, handling, and disposition of any Equipment returned by Customer which are not found by Company to be nonconforming. All Equipment damaged during shipment and all claims relating thereto must be made with the freight carrier in accordance with such carrier's policies and procedures. Claims for Equipment damaged during shipment are not covered under the warranty provision stated herein.

19. Export Laws. The obligation of Company to supply Equipment under this Agreement is subject to the ability of Company to supply such items consistent with applicable laws and regulations of the United States and other governments. Company reserves the right to refuse to enter into or perform any order, and to cancel any order, under this Agreement if Company in its sole discretion determines that performance of the transaction to which such order relates would violate any such applicable law or regulation. Customer will pay all handling and other similar costs from Company's factories including the costs of freight, insurance, export clearances, import duties and taxes. Customer will be "exporter of record" with respect to any export from the United States of America and will perform all compliance and logistics functions in connection therewith and will also comply with all applicable laws, rules and regulations. Customer understands that Company and/or the Equipment are subject to laws and regulations of the United States of America which may require licensing or authorization for and/or prohibit export, re-export or diversion of Company's Equipment to certain countries, and agrees it will not knowingly assist or participate in any such diversion or other violation of applicable United States of America laws and regulations. Customer agrees to hold harmless and indemnify Company for any damages resulting to Customer or Company from a breach of this paragraph by Customer.

20. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state of New York for Equipment shipped to a U.S. location and the laws of the province to which Equipment is shipped within Canada, without regard to its conflict of law principles that might otherwise call for the application of a different state's or province's law, and not including the United Nations Convention on Contracts for the International Sale of Goods. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Equipment is being used at a site owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

21. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

22. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that Equipment ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1).

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the sale of the Equipment is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the

prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

23. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.130-4 (1221b)
Supersedes 1-26.130-4 (1221)

HAYES MECHANICAL

ESTABLISHED 1918
5959 SOUTH HARLEM AVE., CHICAGO, IL 60638-3131

02/07/2022

DOWNERS GROVE PUBLIC LIBRA
% IAN KNORR - FACILITIES MGR
1050 CURTISS ST
DOWNERS GROVE, IL 60515

Quote Number: **KW22020704**

1050 CURTISS ST
1050 CURTISS ST
DOWNERS GROVE, IL 60515
IAN KNORR

Dear IAN KNORR

Thank you for allowing us to submit the following estimate for the work requested at 1050 CURTISS ST

Scope of Work

VAV BOX INSTALLATION

- Disconnect & remove (8) VAV boxes
- Install (8) customer supplied VAV boxes

For the above work, we respectfully quote the sum of \$23,500.00

All work to be done on a straight-time basis unless otherwise specified and will be performed in a first -class workmanlike manner and guaranteed to pass State Code and Insurance inspection. We are covered by Workmen's Compensation and Public Liability Insurance.

Note: Specifically excluded from this proposal is any/all work associated with hazardous, toxic, or contaminated materials. This shall include but not be limited to lead, inorganic arsenic, and asbestos. The cost to submit and obtain permits are not included unless otherwise stated. Anything not specifically mentioned in the scope of work is excluded from this quotation.

Pricing and lead times contained in this proposal are valid for 5 business days. Hayes Mechanical has built industry suppliers over our 100 year history and we count on these suppliers to help us provide you with the best possible project outcomes. In the current economic environment where pricing and lead times are volatile, we reserve the right to check and update material pricing and lead times upon notification of award.

Terms and Conditions for this order can be found at <https://www.hayesmechanical.com/quote-terms-and-conditions>

We await the opportunity to discuss our proposal or your valued order to proceed as outlined.

Respectfully Yours,

KEVIN WEILAND

ACCEPTED THIS _____ DAY OF _____ 20____

BY _____ Purchase Order Number _____

**DOWNERS GROVE PUBLIC LIBRARY
BOARD OF LIBRARY TRUSTEES
FEBRUARY 23, 2022**

Agenda Item 9A

COVID-19 Response and Phased Reopening Plan

At the January 26, 2022 meeting, the Board of Library Trustees reauthorized the Library Director to enact temporary policies in consultation with the Board President and within the parameters of the COVID-19 Response and Reopening Phasing Plan.

Illinois' statewide indoor mask mandate continues. On January 5, additional restrictions were reintroduced due to the spike in COVID cases caused by the holidays and the Omicron variant. No food or drink is allowed in the library. The café and Media Lab are closed to the public. No Book-an-Expert or Notary services are available. In-person programming was canceled and there was no public use of the Meeting and Conference Rooms through February 19. In-person programming and public use of Meeting and Conference Rooms resumed on February 20.

On February 9, 2022, Governor Pritzker announced his intent to end the indoor mask mandate in Illinois on February 28. The Management Team discussed next steps at their meeting on February 16. As of February 28, masks will be optional for patrons and staff in the library. Food and drinks will be allowed in the library. The café and Media Lab will be open. Book-an-Expert, notary, and all other one-on-one services will resume. Wall-mounted manipulatives in the Kids Room will be available. The hourly announcement of COVID rules will cease. Masks will be required for in-person, indoor children's programming. The events calendar will state the requirement in the description for programs to which this applies. This will be revisited later in March. The Play Café and play area remain closed until children age 2 and over are eligible for vaccination, as stated in the COVID-19 Response and Phased Reopening Plan dated February 17, 2022.

The health and safety of our patrons and staff are DGPL's top priority. We continue to make our decisions based on public health information and recommendations from the Centers for Disease Control (CDC), the Illinois Department of Public Health (IDPH), and the DuPage County Health Department (DCHD). This is increasingly difficult as recommendations are not consistent among these entities.

Recommended Action: Reauthorize the Library Director to continue to make temporary policy changes in consultation with the Board President and within the parameters of the COVID-19 Response and Phased Reopening Plan as presented.

COVID-19 RESPONSE AND PHASED REOPENING PLAN DOWNERS GROVE PUBLIC LIBRARY

INTRODUCTION: COVID-19 has forced the library building to close temporarily, but it has not closed our library. Virtual services continue, developed and provided through the talents and creativity of the library's extraordinary staff. This document, COVID-19 Response and Phased Reopening Plan, outlines proposed stages to reopen our library building. This phased strategy keeps the health and safety of the staff and public as the highest priority of Downers Grove Public Library. In this time, our decisions will be health-driven rather than customer service driven. In addition to compliance with national and state Executive Orders, the library will follow the recommendations of the DuPage County Health Department, Illinois Department of Public Health, and the CDC for staff and public safety.

Caveats and Considerations:

- We don't know when we will implement any phase of this plan.
- We don't know how long each phase will be implemented, if phases may be combined, or if public health recommendations require reverting to a previous phase.
- We don't know if we will receive clear public health guidance for public libraries, or if we will have to rely on the general consensus of public health agencies and others in our profession.
- SWAN is seeking to achieve uniformity in the reopening schedule of its member libraries, so to some extent we may be required to conform to timelines set by SWAN.
- We don't know when RAILS will resume delivery.
- Summer Reading will be planned with all virtual programs. If restrictions ease, in-person programs may be added back at that time.

- Good faith attempts will be made to rotate the in-building staff so that all take turns working in-library and telecommuting. Complete equity of staff time in-library and telecommuting is not possible, given specialization of tasks.
- The Board of Library Trustees approved Fine Free through August 2, both to help those in our community struggling financially as a result of the COVID-19 crisis and to mitigate cash handling concerns.

REOPENING PHASES

General overview of the phased open approach

Phase 1: Return of Materials Only

Library building is closed to the public. Staff come in to prepare to reopen the building. Book drops reopen for materials return.

Date Implemented: Monday, May 4, 2020 (Actual Date: May 4, 2020)

Context: Restore Illinois Phase 2 implemented for our area. Social distancing is recommended. Face masks are required. Infection risks are still high. Supplies are limited and restocking ability is uncertain.

Summary: Library building remains closed to the public. Scheduled staff start working onsite (under specific safety procedures) to prepare spaces, collections, and technology for reopening the building. Staff may work in staff and public areas. Some staff continue to work remotely. Materials return begins. Materials are quarantined according to RAILS requirements before being checked in and reshelfed. RAILS delivery may not be available.

Phase 2: Curbside Pickup

Library provides curbside service for access to physical materials, with reduced hours. Library building is closed to the public. Staff continue to

prepare to reopen the building.

Anticipated Date: Monday, May 18, 2020 (Actual Date: May 20, 2020 through July 5, 2020, November 16, 2020 anticipated through January 31, 2021)

Context: Restore Illinois Phase 2 implemented for our area. Social distancing is recommended. Face masks are required. Infection risks are still high. Adequate supplies are on hand to comply with safety recommendations for public and staff, but supply needs and availability are uncertain.

Summary: Curbside pickup service will begin for only those materials available in the library. SWAN holds and delivery may not be available. Reference and readers advisory services continue via phone, email, and chat. Curbside service procedures to be determined by the Circulation Department. Library staff bring materials to the patron's car, checked out, and place in patron's trunk. Staff wear gloves and non-medical masks. Staff in the building are limited and practicing social distancing as recommended by public health officials. Continue quarantining books for as long as advised. No reservations for study rooms or meeting rooms are accepted. Holds will be filled if and when SWAN is allowing holds. Holds will be available for curbside pickup. RAILS delivery may not be available, limiting holds to local items only.

Phase 3: Limited Public Service, Limited Hours

Library reopens to provide access to physical materials, but with reduced hours. Other services are limited or restricted.

Anticipated Date: Monday, July 6, 2020 (Actual Date: July 6, 2020 through September 15, 2020, October 23, 2020 through November 15, 2020, February 1, 2021-March 1, 2021)

Context: Restore Illinois Phase 3 implemented for our area. Social

distancing is recommended. Face masks are required. Infection risks are still high. Adequate supplies are on hand to comply with safety recommendations for public and staff, but supply needs and availability are uncertain.

Summary: Library reopens to the public, but not to encourage extended stays or gatherings. Patrons may access materials, including self-service holds. Seating is removed from public areas. Access to Kids Room play areas is restricted. No reservations for study rooms or meeting rooms are accepted. Computer access may be offered by appointment only. Open hours may be limited to allow for materials to be shelved and holds pulled before the library opens to the public. Curbside Pickup continues to accommodate vulnerable patrons and patrons not yet comfortable coming into the library. Limits to number of patrons in the building and limits on access to children under 13 without an adult may be established. Fine free limits cash handling. Desks are staffed to allow for social distancing. Staff may be assigned to monitor patron behavior to prevent group gatherings and maintain social distance. Staff continue to offer services through chat, phone calls, and emails. Home deliveries may resume on a “no contact” basis.

Phase 4: Restoring Services and Hours

Gradual restoration of library services return to regular hours.

Anticipated Date: Restore Illinois Phase 4 implemented for our area. CDC Community Transmission Level is High. Social distancing is recommended. Face masks are required. (Actual Date: September 16, 2020 through October 23, 2020, March 1, 2021 through June 10, 2021, August 7, 2021-present)

Context: Physical distancing is still recommended, but infections risks are beginning to decline. Supply needs are predictable and supplies are plentiful. Rollback to this Phase occurs when infection risk begins to rise

again and may include gradual reductions in service.

Summary: Open hours gradually return to regular schedule, in keeping with usage patterns and as staffing allows. Visit duration increase incrementally, but extended stays or gathering remain restricted. Age for access by children without an adult returns to 8. Curbside Pickup continues to accommodate vulnerable patrons and patrons not yet comfortable coming into the library. No reservations for meeting rooms are accepted. Capacity limits and/or other restrictions continue. Seating is slowly reintroduced, configured to allow for physical distance. Computers are accessible at intervals of at least 6 feet. Limited study room use is slowly reintroduced. Reservations for seating, computer sessions, and study rooms required. Access to Kids Room play areas are restricted. Desks are staffed to allow for physical distancing. Staff may wear gloves and non-medical masks.

Phase 5: Bridge to New Normal

The majority of library services and seating are reintroduced, but additional precautions are in place for the Kids Room.

Anticipated Date: Restore Illinois Phase 5 implemented for our area and vaccine availability for children under 12 anticipated. (Actual Date: June 11, 2021-August 6, 2021)

Context : People over the age of 12 are eligible for vaccination.

Summary: Masks are required for in-person, indoor programs for children and families. Toys and play areas remain unavailable. Most computers in operation. Most seating is back in public areas.

Phase 6: New Normal

Service returns to “our new normal”.

Anticipated Date: Late 2021

Context: Restore Illinois Phase 5 implemented for our area. Vaccines are available for children age 2 and over.

Summary: Toys return to the Kids Room and play areas are open. Meeting rooms and conference rooms available for public use. No face masks or social distancing are required.

RESURGENCE MITIGATIONS

Beginning in fall 2020, the State of Illinois changed its regions and approach to COVID-19 resurgence. As regions reached certain thresholds in COVID-19 metrics, a tiered system of resurgence mitigations was implemented rather than rolling back the Restore Illinois Phases. The Tiers, Levels 1-3, as of November 10, 2020, include some but not all elements of a rollback to a previous Restore Illinois Phase. The Illinois Department of Commerce and Economic Opportunity (DCEO) posted guidance continues to be the Restore Illinois Phase 4 information for 16 different industry categories. Public libraries' general operations fit into at least seven different categories. Under the Governor's orders, "each government body shall determine its own Essential Government Functions and identify employees and/or contractors necessary to the performance of those functions" regardless of the Phase or Tier. Resurgence Mitigation Tiers will trigger the rollback of DGPL Phases, according to the restrictions implemented in each Tier.

In summer 2021, the Centers for Disease Control updated guidance on mask wearing to recommend everyone, including vaccinated people, wear masks indoors. New information about the virulent Delta variants and its transmissibility by vaccinated people necessitated the change. Around the same time, a new county-by-county tracking system was introduced, with Community Transmission Levels of Low, Moderate, Substantial, and High.

As these levels are set by rolling 7-day statistics and are updated frequently, phase rollbacks will be incremental and remain in place until a Community Transmission Levels decline and hold at the lower level.

STAFF CONSIDERATIONS

Phase 1: Return of Materials Only

- Announce date book drops open or do a “soft opening”
- Open book drops.
- Staff empty book drops daily wearing gloves and non-medical masks and put books in Meeting Room, marked in groups by date.
- Quarantine items according to RAILS requirements for delivery, then check-in, and reshelve. Other materials may be handled differently, based on the type of material.
- Limited staff in building per day during limited hours, practicing social distancing as recommended by public health officials.
- Continue quarantining books for as long as advised during subsequent phases.

What must be in place before this phase begins:

- Acquire adequate non-medical masks (if possible) and gloves for staff.
- Advise staff on resources to make masks.
- Research and advise staff on best practices for glove use to avoid recontamination via gloves.

Phase 2: Curbside Pickup

- Announce opening of curbside pickup of in-library materials or “soft opening”
- Patrons may be able to pick up books already on hold in building (SWAN dependent). If so, staff calls patrons with holds on shelf before closure to let them know they have materials waiting for them.
- Patrons call, email, or chat to place holds for materials currently on-shelf in the library. Staff answer phones, email, and chat, pull materials, place and trap holds. Circulation Department will create procedure for Curbside Pickup service.
- Reference and readers advisory services continue via phone, email, and chat.
- Patrons contact the library when they are outside. Library staff bring their materials to their car, checked out, in bags. Staff wear gloves and non-medical masks.
- Limited staff in building during limited hours. Curbside Pickup hours limited.
- Patron may place holds or make requests for materials by voicemail or email outside of open hours.
- When SWAN unsuspends holds, holds will begin to fill. Holds will be available for curbside pickup.
- Staff wear gloves and non-medical masks.

What must be in place before this phase begins:

- Acquire adequate paper bags for curbside service. May eliminate use of bags.
- Acquire adequate non-medical masks and gloves for staff.
- Advise staff on resources to make masks.
- Research and advise staff on best practices for glove use to avoid recontamination via gloves.

Phase 3: Limited Public Service, Limited Hours

- Patrons may enter building to pick up holds and select materials.
- Seating and toys are not available to public. Access to Kids Room play areas is restricted.
- Limited public computer use will be available.
- Limits on access to children without an adult may be established.
- Wipe down computers with antiseptic wipes after each use.
- Wipe down self-check with antiseptic wipes after each use, if possible.
- Wipe down service desks with with EPA-approved disinfectant at intervals throughout day.
- Wipe down staff phones, computers, and mice with antiseptic wipes between shifts.
- Marks on floor for social distancing while standing in line and for maintaining appropriate distance from service desk.
- Fine Free removes some necessity of cash handling.
- Homebound deliveries may resume on a “no contact” basis such as drop off on porch or in other covered area and pick up of returns or be discontinued.
- Staff wear may wear gloves. Masks are required.

What must be in place before this phase begins:

- Acquire adequate PPE for increased staff working in the building.
- Determine reliable source of antiseptic wipes or viable substitutes.
- Set up procedures for staff monitoring and enforcement of social distancing.

Phase 4: Restoring Services and Hours

- Phase back toward full staffing. Staff still advised to telecommute for “off desk” work to avoid crowding in staff office space.
- Continued curbside service may impact hours due to staffing availability.
- Soft seating and toys are not available to public. Access to Kids Room play areas may be restricted.
- Computers will be placed in-service/out-of-service to ensure 6 feet distance between users.
- Gradually reintroduce seating at tables for public use.
- Limits on access to children without an adult may continue.
- Wipe down computers with antiseptic wipes after each use.
- Wipe down tables/chairs with EPA-approved disinfectant after each use.
- Reintroduce study rooms for public use if possible with staff needs.
- Cleaning of high touch surfaces at intervals throughout day.
- Wipe down staff phones, computers, and mice with antiseptic wipes between shifts.
- Marks on floor for social distancing while standing in line and for maintaining appropriate distance from service desk.
- Home Delivery and Satellite Stacks deliveries resume on a “no contact” basis, as allowed by the individual or organization, such as drop off on porch or in other covered area and pick up of returns.
- Staff may wear gloves. Masks are required.

What must be in place before this phase begins:

- Create plan for staff monitoring and enforcing social distancing for people moving around library, especially children/teens.

Phase 5: Bridge to New Normal

- Gradually relax social distancing and use of non-medical masks, as advised by public health officials.
- Most seating returns to public areas.
- Use of Meeting and Conference Rooms by the public returns when rooms are no longer needed for storage of furniture, staff work spaces, etc.
- Phase back to full on-desk staffing.
- Toys and play areas are not available for use.
- Staff may wear masks or other PPE as they choose

What must be in place before this phase begins:

- Create a plan for staff monitoring and enforcing mask use at any program for children under the age of 12 or families.

Phase 6: New Normal

- Resume in-person programming for all size gatherings.
- Policies for Phased Reopening Plan no longer in force, including temporary Staff Policies and Procedures for Phased Reopening Plan.

**DOWNERS GROVE PUBLIC LIBRARY
BOARD OF LIBRARY TRUSTEES
FEBRUARY 23, 2022**

Agenda Item 10

Librarian's Report

Statements of Economic Interest

Illinois Public Act 102-664, effective January 1, 2022, changed the information required by and questions on the Statement of Economic Interest (SEI). The SEI form requires more detailed information than what had previously been required to be filed with county clerks for members of the boards of directors of public bodies and staff members with a certain level of spending authority. Most notably, disclosure of any single asset worth more than \$10,000 at the end of the preceding calendar year is now required. The information disclosed is available to the public. A sample form, definitions for the form, and the full text of the Illinois Governmental Ethics Act [5 ILCS 420/4A-102] are appended to this report. The Illinois Library Association (ILA) has been contacted by several members whose boards are finding this requirement onerous, contributing to the challenges in recruiting people to serve in these important positions. ILA, along with every other lobbying group representing units of local government, did inform legislators that this legislation would have an impact on ILA members' ability to recruit trustees. The interest in significant reform overrode concerns about other impacts.

New Public Safety Model Implementation

With the hiring and training of two new Building Operations Monitors (BOMs) complete, the new public safety model for the library will be fully implemented on March 1. The new model utilizes a Manager on Duty (MOD) to handle any policy or customer service issues and the BOM to handle any behavioral issues. All Managers and Assistant Managers will act as MOD, with other supervisory staff as backup.

March Issue of *ILA Reporter*

Public Relations Manager Cindy Khatri and Assistant Manager of Adult and Teen Services Van McGary authored an article about the process of writing a land acknowledgement, which will be featured in the March issue of the *ILA Reporter*. Assistant Director Jen Ryjewski co-authored an article about the ILA Best Practices Committee's work on writing a land acknowledgment for ILA that will also be featured in the issue. The layout proof is appended to this report.

Your Name Was Submitted For Filing by an Entity That You Represent

Name and Complete Address (Type or Print Legibly)

(List Each Office or Position for which this Statement is Filed)

(Full Mailing Address)

Preferred E-Mail Address (Optional)

GENERAL DIRECTIONS

You may find the following documents helpful to you in completing this form: (1) federal income tax returns, including any related schedules, attachments, and forms; and (2) investment and brokerage statements. To complete this form, you do not need to disclose specific amounts or values or report interests relating either to political committees registered with the Illinois State Board of Elections or to political committees, principal campaign committees, or authorized committees registered with the Federal Election Commission. The information you disclose will be available to the public. You must answer all 7 questions. Certain questions will ask you to report any applicable assets or debts held in, or payable to, your name; held jointly by, or payable to, you with your spouse; or held jointly by, or payable to, you with your minor child. If you have any concerns about whether an interest should be reported, please consult your department's ethics officer, if applicable. Please ensure that the information you provide is complete and accurate. If you need more space than the form allows, please attach additional pages for your response. Failure to complete the statement in good faith and within the prescribed deadline may subject you to fines, imprisonment, or both.

QUESTIONS

1. If you have any single asset that was worth more than \$10,000 as of the end of the preceding calendar year and is held in, or payable to, your name, held jointly by, or payable to, you with your spouse, or held jointly by, or payable to, you with your minor child, list such assets below. In the case of investment real estate, list the city and state where the investment real estate is located. If you do not have any such assets, list "none" below.

2. Excluding the position for which you are required to file this form, list the source of any income in excess of \$7,500 required to be reported during the preceding calendar year. If you sold an asset that produced more than \$7,500 in capital gains in the preceding calendar year, list the name of the asset and the transaction date on which the sale or transfer took place. If you had no such sources of income or assets, list "none" below. Source of Income / Name of Date Sold (if applicable) Asset

3. Excluding debts incurred on terms available to the general public, such as mortgages, student loans, and card debts, if you owed any single debt in the preceding calendar year exceeding \$10,000, list the creditor of the debt below. If you had no such debts, list "none" below. List the creditor for all applicable debts owed by you, owed jointly by you with your spouse, or owed jointly by you with your minor child. In addition to the types of debts listed above, you do not need to report any debts to or from financial institutions or government agencies, such as debts secured by automobiles, household furniture or appliances, as long as the debt was made on terms available to the general public, debts to members of your family, or debts to or from a political committee registered with the Illinois State Board of Elections or any political committee, principal campaign committee, or authorized committee registered with the Federal Election Commission.

4. List the name of each unit of government of which you or your spouse were an employee, contractor, or office holder during the preceding calendar year other than the unit or units of government in relation to which the person is required to file and the title of the position or nature of the contractual services. Name of Unit of Government Title or Nature of Services:

5. If you maintain an economic relationship with a lobbyist or if a member of your family is known to you to be a lobbyist registered with any unit of government in the State of Illinois, list the name of the lobbyist below and identify the nature of your relationship with the lobbyist. If you do not have an economic relationship with a lobbyist or a family member known to you to be a lobbyist registered with any unit of government in the State of Illinois, list "none" below. Name of Lobbyist Relationship to filer.

6. List the name of each person, organization, or entity that was the source of a gift or gifts, or honorarium or honoraria, valued singly or in the aggregate in excess of \$500 received during the preceding calendar year and the type of gift or gifts, or honorarium or honoraria, excluding any gift or gifts from a member of your family that was not known to be a lobbyist registered with any unit of government in the State of Illinois. If you had no such gifts, list "none" below.

7. List the name of any spouse or immediate family member living with the person making this statement employed by a public utility in this State and the name of the public utility that employs the relative. Name and Relation Public Utility.

VERIFICATION

I declare that this Statement of Economic Interests (including any accompanying schedules and statements) has been examined by me and to the best of my knowledge and belief is a true, correct and complete statement of my economic interests as required by the Illinois Governmental Ethics Act. I understand that the penalty for willfully filing a false or incomplete statement shall be a fine not to exceed \$2,500 or imprisonment in a penal institution other than the penitentiary not to exceed one year, or both fine and imprisonment.

Filed with the County Clerk:

(Signature of Person Making Statement)

(Date)

Rev. 12/21

IOS/10000/1221

DEFINITIONS FOR TERMS USED IN STATEMENT OF ECONOMIC INTERESTS FORM (new in 2022)

“ASSET”: For the purposes of Sections 4A-102 and 4A-103, an item that is owned and has monetary value. For the purposes of Sections 4A-102 and 4A-103, assets include, but are not limited to: stocks, bonds, sector mutual funds, sector exchange traded funds, commodity futures, investment real estate, beneficial interests in trusts, business interests, and partnership interests. For the purposes of Sections 4A-102 and 4A-103, assets do not include: personal residences; personal vehicles; savings or checking accounts; bonds, notes, or securities issued by any branch of federal, state or local government; Medicare benefits; inheritances or bequests, other than beneficial interests in trusts; diversified funds; annuities; pensions (including government pensions); retirement accounts; college savings plans that are qualified tuition plans; qualified tax-advantaged savings programs that allow individuals to save for disability-related expenses; or tangible personal property.

“DEBT”: means, for the purposes of Sections 4A-102 and 4A-103, any money or monetary obligation owed at any time during the preceding calendar year to an individual, company, or other organization, other than a loan that is from a financial institution, government agency, or business entity and that is granted on terms made available to the general public. For the purposes of Sections 4A-102 and 4A-103, “debt” includes, but is not limited to: personal loans from friends or business associates, business loans made outside the lender’s regular course of business, and loans made at below market rates. For the purposes of Sections 4A-102 and 4A-103, “debt” does not include: (i) debts to or from financial institutions or government entities, such as mortgages, student loans, credit card debts, or loans secured by automobiles, household furniture, or appliances, as long as those loans were made on terms available to the general public and do not exceed the purchase price of the items securing them; (ii) debts to or from a political committee registered with the Illinois State Board of Elections or political committees, principal campaign committees, or authorized committees registered with the Federal Election Commission; or (iii) a loan from a member of the filer’s family not known by the filer to be registered to lobby under the Lobbyist Registration act.

“DIVERSIFIED FUNDS”: means investment products, such as mutual funds, exchange traded funds, or unit investment trusts, that invest in a wide variety of securities across multiple sectors or asset classes. “Diversified funds” does not include sector funds.

“ECONOMIC RELATIONSHIP”: means, for the purposes of Sections 4A-102 and 4A-103, any joint or shared ownership interests in businesses and creditor-debtor relationships with third parties, other than commercial lending institutions, where: (a) the filer is entitled to receive (i) more than 7.5% of the total distributable income, or (ii) an amount in excess of the salary of the Governor; or (b) the filer together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, or the total distributable income, or (ii) an amount in excess of 2 times the salary of the Governor.

“FAMILY”: means, for the purposes of Sections 4A-102 and 4A-103, a filer’s spouse, children, step-children, parents, step-parents, siblings, step-siblings, half-siblings, sons-in-law, daughters-in-law, grandparents, and grandchildren, as well as the parents and grandparents of the filer’s spouse, and any person living with the filer.

“INCOME”: means, for the purposes of Sections 4A-102 and 4A-103, pension income and any income from whatever source derived, required to be reported on the filer’s federal income tax return, including, but not limited to: compensation received for services rendered or to be rendered (as required to be reported on any Internal Revenue Service forms, including but not limited to, Forms W-2, 1099, or K-1); earnings or capital gains from the sale of assets; profit; interest or dividend income from all assets; revenue from leases and rentals, royalties, prizes, awards, or barter; forgiveness of debt; and earnings derived from annuities or trusts other than testamentary trusts. “INCOME” does not include compensation earned for service in the position that necessitates the filing of the statement of economic interests, or investment or interest returns on items excluded from the definition of “asset”, or income from the sale of a personal residence or personal vehicle.

“INVESTMENT REAL ESTATE”: means any real property, other than a filer’s personal residences, purchased to produce a profit, whether from income or resale. Investment real estate may be described by the city and state where the real estate is located.

“LOBBYING”: means engaging in activities that require registration under the Lobbyist Registration Act.

“LOBBYIST”: means an individual who is required to be registered to engage in lobbying activities pursuant to the Lobbyist Registration Act.

“PERSONAL RESIDENCE”: means, for the purposes of Sections 4A-102 and 4A-103, a filer’s primary home residence and any residential real property held by the filer and used for residential rather than commercial or income generating purposes.

“SECTOR FUNDS”: means mutual funds or exchange traded funds invested in a particular industry or business.

Information maintained by the Legislative Reference Bureau

Updating the database of the Illinois Compiled Statutes (ILCS) is an ongoing process. Recent laws may not yet be included in the ILCS database, but they are found on this site as [Public Acts](#) soon after they become law. For information concerning the relationship between statutes and Public Acts, refer to the [Guide](#).

Because the statute database is maintained primarily for legislative drafting purposes, statutory changes are sometimes included in the statute database before they take effect. If the source note at the end of a Section of the statutes includes a Public Act that has not yet taken effect, the version of the law that is currently in effect may have already been removed from the database and you should refer to that Public Act to see the changes made to the current law.

GENERAL PROVISIONS

(5 ILCS 420/) Illinois Governmental Ethics Act.

(5 ILCS 420/3A-45)

Sec. 3A-45. Late term executive appointees.

(a) As used in this Section, "late term executive appointee" means a person who is appointed, contracted with, or employed as a director, executive director, or other similar executive management position by any public body 90 or fewer days before the end of the then-serving Governor's term, when the then-serving Governor does not succeed himself or herself as Governor. For purposes of this Section only, "public body" means a board, commission, authority, task force, or other similar group authorized or created by State law where the Governor appoints one or more members of the board, commission, authority, task force, or other similar body.

(b) A late term executive appointee shall serve no longer than the 60th day of the term of office of the succeeding Governor. A late term executive appointee may be retained by appointment, contract, or employment after the 60th day only if the public body takes official action at an open meeting of that public body which occurs after the succeeding Governor has taken office.

(Source: P.A. 99-466, eff. 8-26-15.)

(5 ILCS 420/3A-50)

Sec. 3A-50. Appointee political activity.

(a) No person who is appointed to an affected office shall:

- (i) serve as an officer of a candidate political committee; or
- (ii) be a candidate who is designated as the candidate to be supported by a candidate political committee.

(b) A person appointed to an affected office who is either an officer of a candidate political committee or a candidate who is designated as the candidate to be supported by a candidate political committee shall within 30 days after confirmation by the Senate: (i) resign as an officer of the candidate political committee; (ii) have his or her name removed as the candidate to be supported by a candidate political committee; (iii) notify the State Board of Elections of the person's intent to convert the candidate political committee to a limited activity committee under Section 9-1.8 of the Election Code and complete the transition to a limited activity committee within 60 days after confirmation; or (iv) dissolve the candidate political committee. A person appointed to an affected office who is in violation of this subsection (b) on the effective date of this amendatory Act of the 102nd General Assembly must come into compliance within 30 days after the effective date of this amendatory Act of the 102nd General Assembly.

(c) As used in this Section:

"Affected office" means any office in which the appointee receives any form of compensation, other than the reimbursement of expenses, and whose appointment requires advice and consent of the Senate.

"Candidate political committee" has the meaning given to that term in Section 9-1.8 of the Election Code in which the person subject to confirmation by the Senate is designated as the candidate to be supported by the candidate political committee under Section 9-2 of the Code.
(Source: P.A. 102-664, eff. 1-1-22.)

(5 ILCS 420/Art. 3B heading)

ARTICLE 3B. BOARDS AND COMMISSIONS

(Source: P.A. 99-318, eff. 1-1-16.)

(5 ILCS 420/3B-5)

Sec. 3B-5. Definition. As used in this Article:

"Board" includes a board, commission, authority, task force, or other similar body to which one or more members are appointed by the Governor with the advice and consent of the Senate, but does not include any subcommittee thereof, and where the member receives any form of compensation on a per meeting basis; this does not include reimbursement for actual travel or other expenses necessarily incurred in discharging the duties of the office.

(Source: P.A. 99-318, eff. 1-1-16.)

(5 ILCS 420/3B-10)

Sec. 3B-10. Per meeting compensation and meetings. Notwithstanding any other provision of law, a board member shall not receive per meeting compensation for more than one meeting held during any 7 consecutive day period unless: (i) each meeting is more than 4 hours long, or (ii) in the case of a bona fide emergency.

(Source: P.A. 99-318, eff. 1-1-16.)

(5 ILCS 420/Art. 4A heading)

ARTICLE 4A. DISCLOSURE OF ECONOMIC INTERESTS

(5 ILCS 420/4A-101) (from Ch. 127, par. 604A-101)

Sec. 4A-101. Persons required to file with the Secretary of State. The following persons shall file verified written statements of economic interests with the Secretary of State, as provided in this Article:

(a) Members of the General Assembly and candidates for nomination or election to the General Assembly.

(b) Persons holding an elected office in the Executive Branch of this State, and candidates for nomination or election to these offices.

(c) Members of a Commission or Board created by the Illinois Constitution, and candidates for nomination or election to such Commission or Board.

(d) Persons whose appointment to office is subject to confirmation by the Senate and persons appointed by the Governor to any other position on a board or commission described in subsection (a) of Section 15 of the Gubernatorial Boards and Commissions Act.

(e) Holders of, and candidates for nomination or election to, the office of judge or associate judge of the Circuit Court and the office of judge of the Appellate or Supreme Court.

(f) Persons who are employed by any branch, agency, authority or board of the government of this State,

including but not limited to, the Illinois State Toll Highway Authority, the Illinois Housing Development Authority, the Illinois Community College Board, and institutions under the jurisdiction of the Board of Trustees of the University of Illinois, Board of Trustees of Southern Illinois University, Board of Trustees of Chicago State University, Board of Trustees of Eastern Illinois University, Board of Trustees of Governors State University, Board of Trustees of Illinois State University, Board of Trustees of Northeastern Illinois University, Board of Trustees of Northern Illinois University, Board of Trustees of Western Illinois University, or Board of Trustees of the Illinois Mathematics and Science Academy, and are compensated for services as employees and not as independent contractors and who:

(1) are, or function as, the head of a department, commission, board, division, bureau, authority or other administrative unit within the government of this State, or who exercise similar authority within the government of this State;

(2) have direct supervisory authority over, or direct responsibility for the formulation, negotiation, issuance or execution of contracts entered into by the State in the amount of \$5,000 or more;

(3) have authority for the issuance or promulgation of rules and regulations within areas under the authority of the State;

(4) have authority for the approval of professional licenses;

(5) have responsibility with respect to the financial inspection of regulated nongovernmental entities;

(6) adjudicate, arbitrate, or decide any judicial or administrative proceeding, or review the adjudication, arbitration or decision of any judicial or administrative proceeding within the authority of the State;

(7) have supervisory responsibility for 20 or more employees of the State;

(8) negotiate, assign, authorize, or grant naming rights or sponsorship rights regarding any property or asset of the State, whether real, personal, tangible, or intangible; or

(9) have responsibility with respect to the procurement of goods or services.

(f-5) Members of the board of commissioners of any flood prevention district created under the Flood Prevention District Act or the Beardstown Regional Flood Prevention District Act.

(g) (Blank).

(h) (Blank).

(i) (Blank).

(j) Persons on the Board of Trustees of the Illinois Mathematics and Science Academy.

(k) (Blank).

(l) Special government agents. A "special government agent" is a person who is directed, retained, designated, appointed, or employed, with or without compensation, by or on behalf of a statewide executive branch constitutional officer to make an ex parte communication under Section 5-50 of the State Officials and Employees Ethics Act or Section 5-165 of the Illinois Administrative Procedure Act.

(m) (Blank).

(n) Members of the board of any retirement system or

investment board established under the Illinois Pension Code, if not required to file under any other provision of this Section.

(o) (Blank).

(p) Members of the investment advisory panel created under Section 20 of the Illinois Prepaid Tuition Act.

This Section shall not be construed to prevent any unit of local government from enacting financial disclosure requirements that mandate more information than required by this Act.

(Source: P.A. 101-81, eff. 7-12-19; 101-221, eff. 8-9-19.)

(5 ILCS 420/4A-101.5)

Sec. 4A-101.5. Persons required to file with the county clerk. The following persons shall file verified written statements of economic interests with the county clerk, as provided in this Article:

(a) Persons who are elected to office in a unit of local government, and candidates for nomination or election to that office, including regional superintendents of school districts.

(b) Persons appointed to the governing board of a unit of local government, or of a special district, and persons appointed to a zoning board, or zoning board of appeals, or to a regional, county, or municipal plan commission, or to a board of review of any county, and persons appointed to the Board of the Metropolitan Pier and Exposition Authority and any Trustee appointed under Section 22 of the Metropolitan Pier and Exposition Authority Act, and persons appointed to a board or commission of a unit of local government who have authority to authorize the expenditure of public funds. This subsection (b) does not apply to members of boards or commissions who function in an advisory capacity.

(c) Persons who are employed by a unit of local government and are compensated for services as employees and not as independent contractors, and who:

(1) are, or function as, the head of a department, division, bureau, authority, or other administrative unit within the unit of local government, or who exercise similar authority within the unit of local government;

(2) have direct supervisory authority over, or direct responsibility for the formulation, negotiation, issuance, or execution of contracts entered into by the unit of local government in the amount of \$1,000 or greater;

(3) have authority to approve licenses and permits by the unit of local government, but not including employees who function in a ministerial capacity;

(4) adjudicate, arbitrate, or decide any judicial or administrative proceeding, or review the adjudication, arbitration, or decision of any judicial or administrative proceeding within the authority of the unit of local government;

(5) have authority to issue or adopt rules and regulations within areas under the authority of the unit of local government; or

(6) have supervisory responsibility for 20 or more employees of the unit of local government.

(d) Persons employed by a school district in positions that require that person to hold an administrative or a chief school business official endorsement.

(e) Members of the board of any pension fund established under the Illinois Pension Code, if not required to file under any other provision of this Section.

(Source: P.A. 101-221, eff. 8-9-19.)

(5 ILCS 420/4A-102) (from Ch. 127, par. 604A-102)

(Text of Section from P.A. 102-662)

Sec. 4A-102. The statement of economic interests required by this Article shall include the economic interests of the person making the statement as provided in this Section. The interest (if constructively controlled by the person making the statement) of a spouse or any other party, shall be considered to be the same as the interest of the person making the statement. Campaign receipts shall not be included in this statement.

(a) The following interests shall be listed by all persons required to file:

(1) The name, address and type of practice of any professional organization or individual professional practice in which the person making the statement was an officer, director, associate, partner or proprietor, or served in any advisory capacity, from which income in excess of \$1200 was derived during the preceding calendar year;

(2) The nature of professional services (other than services rendered to the unit or units of government in relation to which the person is required to file) and the nature of the entity to which they were rendered if fees exceeding \$5,000 were received during the preceding calendar year from the entity for professional services rendered by the person making the statement.

(3) The identity (including the address or legal description of real estate) of any capital asset from which a capital gain of \$5,000 or more was realized in the preceding calendar year.

(4) The name of any unit of government which has employed the person making the statement during the preceding calendar year other than the unit or units of government in relation to which the person is required to file.

(5) The name of any entity from which a gift or gifts, or honorarium or honoraria, valued singly or in the aggregate in excess of \$500, was received during the preceding calendar year.

(b) The following interests shall also be listed by persons listed in items (a) through (f), item (l), item (n), and item (p) of Section 4A-101:

(1) The name and instrument of ownership in any entity doing business in the State of Illinois, in which an ownership interest held by the person at the date of filing is in excess of \$5,000 fair market value or from which dividends of in excess of \$1,200 were derived during the preceding calendar year. (In the case of real estate, location thereof shall be listed by street address, or if none, then by legal description). No time or demand deposit in a financial institution, nor any debt instrument need be listed;

(2) Except for professional service entities, the name of any entity and any position held therein from which income of in excess of \$1,200 was derived during the preceding calendar year, if the entity does business in the State of Illinois. No time or demand deposit in a financial institution, nor any debt instrument need be listed.

(3) The identity of any compensated lobbyist with whom the person making the statement maintains a close economic association, including the name of the lobbyist and specifying the legislative matter or matters which

are the object of the lobbying activity, and describing the general type of economic activity of the client or principal on whose behalf that person is lobbying.

(c) The following interests shall also be listed by persons listed in items (a) through (c) and item (e) of Section 4A-101.5:

(1) The name and instrument of ownership in any entity doing business with a unit of local government in relation to which the person is required to file if the ownership interest of the person filing is greater than \$5,000 fair market value as of the date of filing or if dividends in excess of \$1,200 were received from the entity during the preceding calendar year. (In the case of real estate, location thereof shall be listed by street address, or if none, then by legal description). No time or demand deposit in a financial institution, nor any debt instrument need be listed.

(2) Except for professional service entities, the name of any entity and any position held therein from which income in excess of \$1,200 was derived during the preceding calendar year if the entity does business with a unit of local government in relation to which the person is required to file. No time or demand deposit in a financial institution, nor any debt instrument need be listed.

(3) The name of any entity and the nature of the governmental action requested by any entity which has applied to a unit of local government in relation to which the person must file for any license, franchise or permit for annexation, zoning or rezoning of real estate during the preceding calendar year if the ownership interest of the person filing is in excess of \$5,000 fair market value at the time of filing or if income or dividends in excess of \$1,200 were received by the person filing from the entity during the preceding calendar year.

(d) The following interest shall also be listed by persons listed in items (a) through (f) of Section 4A-101: the name of any spouse or immediate family member living with such person employed by a public utility in this State and the name of the public utility that employs such person.

For the purposes of this Section, the unit of local government in relation to which a person is required to file under item (e) of Section 4A-101.5 shall be the unit of local government that contributes to the pension fund of which such person is a member of the board.

(Source: P.A. 101-221, eff. 8-9-19; 102-662, eff. 9-15-21.)

(Text of Section from P.A. 102-664)

Sec. 4A-102. The statement of economic interests required by this Article shall include the economic interests of the person making the statement as provided in this Section.

(a) The interest (if constructively controlled by the person making the statement) of a spouse or any other party, shall be considered to be the same as the interest of the person making the statement. Campaign receipts shall not be included in this statement. The following interests shall be listed by all persons required to file:

(1) each asset that has a value of more than \$10,000 as of the end of the preceding calendar year and is: (i) held in the filer's name, (ii) held jointly by the filer with his or her spouse, or (iii) held jointly by the filer with his or her minor child or children. For a beneficial

interest in a trust, the value is based on the total value of the assets either subject to the beneficial interest, or from which income is to be derived for the benefit of the beneficial interest, regardless of whether any distributions have been made for the benefit of the beneficial interest;

(2) excluding the income from the position that requires the filing of a statement of economic interests under this Act, each source of income in excess of \$7,500 during the preceding calendar year (as required to be reported on the filer's federal income tax return covering the preceding calendar year) for the filer and his or her spouse and, if the sale or transfer of an asset produced more than \$7,500 in capital gains during the preceding calendar year, the transaction date on which that asset was sold or transferred;

(3) each creditor of a debt in excess of \$10,000 that, during the preceding calendar year, was: (i) owed by the filer, (ii) owed jointly by the filer with his or her spouse or (iii) owed jointly by the filer with his or her minor child or children;

(4) the name of each unit of government of which the filer or his or her spouse was an employee, contractor, or office holder during the preceding calendar year other than the unit or units of government in relation to which the person is required to file and the title of the position or nature of the contractual services;

(5) each person known to the filer to be registered as a lobbyist with any unit of government in the State of Illinois: (i) with whom the filer maintains an economic relationship, or (ii) who is a member of the filer's family; and

(6) each source and type of gift or gifts, or honorarium or honoraria, valued singly or in the aggregate in excess of \$500 that was received during the preceding calendar year, excluding any gift or gifts from a member of the filer's family that was not known to the filer to be registered as a lobbyist with any unit of government in the State of Illinois.

For the purposes of this Section, the unit of local government in relation to which a person is required to file under item (e) of Section 4A-101.5 shall be the unit of local government that contributes to the pension fund of which such person is a member of the board.

(b) Beginning December 1, 2025, and for every 5 years thereafter, the Secretary of State shall adjust the amounts specified under this Section that prompt disclosure under this Act for purposes of inflation as determined by the Consumer Price Index for All Urban Consumers as issued by the United States Department of Labor and rounded to the nearest \$100. The Secretary shall publish this information on the official website of the Secretary of State, and make changes to the statement of economic interests form to be completed for the following year.

(c) The Secretary of State shall develop and make publicly available on his or her website written guidance relating to the completion and filing of the statement of economic interests upon which a filer may reasonably and in good faith rely. (Source: P.A. 101-221, eff. 8-9-19; 102-664, eff. 1-1-22.)

(5 ILCS 420/4A-103) (from Ch. 127, par. 604A-103)

Sec. 4A-103. The statement of economic interests required by this Article to be filed with the Secretary of State or county clerk shall be verified, dated, and signed by the person making

the statement and shall contain substantially the following:

STATEMENT OF ECONOMIC INTERESTS

INSTRUCTIONS:

You may find the following documents helpful to you in completing this form:

- (1) federal income tax returns, including any related schedules, attachments, and forms; and
- (2) investment and brokerage statements.

To complete this form, you do not need to disclose specific amounts or values or report interests relating either to political committees registered with the Illinois State Board of Elections or to political committees, principal campaign committees, or authorized committees registered with the Federal Election Commission.

The information you disclose will be available to the public.

You must answer all 6 questions. Certain questions will ask you to report any applicable assets or debts held in, or payable to, your name; held jointly by, or payable to, you with your spouse; or held jointly by, or payable to, you with your minor child. If you have any concerns about whether an interest should be reported, please consult your department's ethics officer, if applicable.

Please ensure that the information you provide is complete and accurate. If you need more space than the form allows, please attach additional pages for your response. If you are subject to the State Officials and Employees Ethics Act, your ethics officer must review your statement of economic interests before you file it. Failure to complete the statement in good faith and within the prescribed deadline may subject you to fines, imprisonment, or both.

BASIC INFORMATION:

Name:.....
 Job title:.....
 Office, department, or agency that requires you to file this form:.
 Other offices, departments, or agencies that require you to file a Statement of Economic Interests form: .
 Full mailing address:.....
 Preferred e-mail address (optional):.....

QUESTIONS:

1. If you have any single asset that was worth more than \$10,000 as of the end of the preceding calendar year and is held in, or payable to, your name, held jointly by, or payable to, you with your spouse, or held jointly by, or payable to, you with your minor child, list such assets below. In the case of investment real estate, list the city and state where the investment real estate is located. If you do not have any such assets, list "none" below.

.....

2. Excluding the position for which you are required to file this form, list the source of any income in excess of \$7,500 required to be reported during the preceding calendar year. If you sold an asset that produced more than \$7,500 in capital gains in the preceding calendar year, list the name of the asset

and the transaction date on which the sale or transfer took place. If you had no such sources of income or assets, list "none" below.

| Source of Income / Name of Asset | Date Sold (if applicable) |
|-------------------------------------|---------------------------|
| | |
| | |
| | |

3. Excluding debts incurred on terms available to the general public, such as mortgages, student loans, and credit card debts, if you owed any single debt in the preceding calendar year exceeding \$10,000, list the creditor of the debt below. If you had no such debts, list "none" below.

List the creditor for all applicable debts owed by you, owed jointly by you with your spouse, or owed jointly by you with your minor child. In addition to the types of debts listed above, you do not need to report any debts to or from financial institutions or government agencies, such as debts secured by automobiles, household furniture or appliances, as long as the debt was made on terms available to the general public, debts to members of your family, or debts to or from a political committee registered with the Illinois State Board of Elections or any political committee, principal campaign committee, or authorized committee registered with the Federal Election Commission.

.....

4. List the name of each unit of government of which you or your spouse were an employee, contractor, or office holder during the preceding calendar year other than the unit or units of government in relation to which the person is required to file and the title of the position or nature of the contractual services.

| Name of Unit of Government | Title or Nature of Services |
|----------------------------|-----------------------------|
| | |
| | |
| | |

5. If you maintain an economic relationship with a lobbyist or if a member of your family is known to you to be a lobbyist registered with any unit of government in the State of Illinois, list the name of the lobbyist below and identify the nature of your relationship with the lobbyist. If you do not have an economic relationship with a lobbyist or a family member known to you to be a lobbyist registered with any unit of government in the State of Illinois, list "none" below.

| Name of Lobbyist | Relationship to Filer |
|------------------|-----------------------|
| | |
| | |
| | |

6. List the name of each person, organization, or entity that was the source of a gift or gifts, or honorarium or honoraria, valued singly or in the aggregate in excess of \$500 received during the preceding calendar year and the type of gift or gifts, or honorarium or honoraria, excluding any gift or gifts from a member of your family that was not known to be a lobbyist registered with any unit of government in the State of Illinois. If you had no such gifts, list "none" below.

.....

.....
 7. List the name of any spouse or immediate family member living with the person making this statement employed by a public utility in this State and the name of the public utility that employs the relative.

| Name and Relation | Public Utility |
|-------------------|----------------|
| | |
| | |
| | |

VERIFICATION:

"I declare that this statement of economic interests (including any attachments) has been examined by me and to the best of my knowledge and belief is a true, correct and complete statement of my economic interests as required by the Illinois Governmental Ethics Act. I understand that the penalty for willfully filing a false or incomplete statement is a fine not to exceed \$2,500 or imprisonment in a penal institution other than the penitentiary not to exceed one year, or both fine and imprisonment."

Printed Name of Filer:.....

Date:.....

Signature:.....

If this statement of economic interests requires ethics officer review prior to filing, the applicable ethics officer must complete the following:

CERTIFICATION OF ETHICS OFFICER REVIEW:

"In accordance with law, as Ethics Officer, I reviewed this statement of economic interests prior to its filing."

Printed Name of Ethics Officer:.....

Date:.....

Signature:.....

Preferred e-mail address (optional):.....

(Source: P.A. 102-662, eff. 9-15-21; 102-664, eff. 1-1-22.)

(5 ILCS 420/4A-104) (from Ch. 127, par. 604A-104)

Sec. 4A-104. (Repealed).

(Source: P.A. 95-173, eff. 1-1-08. Repealed by P.A. 102-644, eff. 1-1-22.)

(5 ILCS 420/4A-105) (from Ch. 127, par. 604A-105)

Sec. 4A-105. Time for filing. Except as provided in Section 4A-106.1, by May 1 of each year a statement must be filed by each person whose position at that time subjects him to the filing requirements of Section 4A-101 or 4A-101.5 unless he has already filed a statement in relation to the same unit of government in that calendar year.

Statements must also be filed as follows:

(a) A candidate for elective office shall file his statement not later than the end of the period during which he can take the action necessary under the laws of this State to attempt to qualify for nomination, election, or retention to such office if he has not filed a statement in relation to the same unit of government within a year preceding such action.

(b) A person whose appointment to office is subject to confirmation by the Senate shall file his statement at the time his name is submitted to the Senate for confirmation.

(b-5) A special government agent, as defined in item (1) of Section 4A-101 of this Act, shall file a statement within 30 days after making the first ex parte communication and each May 1 thereafter if he or she has made an ex parte communication within the previous 12 months.

(c) Any other person required by this Article to file the statement shall file a statement at the time of his or her initial appointment or employment in relation to that unit of government if appointed or employed by May 1.

If any person who is required to file a statement of economic interests fails to file such statement by May 1 of any year, the officer with whom such statement is to be filed under Section 4A-106 or 4A-106.5 of this Act shall, within 7 days after May 1, notify such person by certified mail of his or her failure to file by the specified date. Except as may be prescribed by rule of the Secretary of State, such person shall file his or her statement of economic interests on or before May 15 with the appropriate officer, together with a \$15 late filing fee. Any such person who fails to file by May 15 shall be subject to a penalty of \$100 for each day from May 16 to the date of filing, which shall be in addition to the \$15 late filing fee specified above. Failure to file by May 31 shall result in a forfeiture in accordance with Section 4A-107 of this Act.

Any person who takes office or otherwise becomes required to file a statement of economic interests within 30 days prior to May 1 of any year may file his or her statement at any time on or before May 31 without penalty. If such person fails to file such statement by May 31, the officer with whom such statement is to be filed under Section 4A-106 or 4A-106.5 of this Act shall, within 7 days after May 31, notify such person by certified mail of his or her failure to file by the specified date. Such person shall file his or her statement of economic interests on or before June 15 with the appropriate officer, together with a \$15 late filing fee. Any such person who fails to file by June 15 shall be subject to a penalty of \$100 per day for each day from June 16 to the date of filing, which shall be in addition to the \$15 late filing fee specified above. Failure to file by June 30 shall result in a forfeiture in accordance with Section 4A-107 of this Act.

All late filing fees and penalties collected pursuant to this Section shall be paid into the General Revenue Fund in the State treasury, if the Secretary of State receives such statement for filing, or into the general fund in the county treasury, if the county clerk receives such statement for filing. The Attorney General, with respect to the State, and the several State's Attorneys, with respect to counties, shall take appropriate action to collect the prescribed penalties.

Failure to file a statement of economic interests within the time prescribed shall not result in a fine or ineligibility for, or forfeiture of, office or position of employment, as the case may be; provided that the failure to file results from not being included for notification by the appropriate agency, clerk, secretary, officer or unit of government, as the case may be, and that a statement is filed within 30 days of actual notice of the failure to file.

Beginning with statements required to be filed on or after May 1, 2009, the officer with whom a statement is to be filed may, in his or her discretion, waive the late filing fee, the monetary late filing penalty, and the ineligibility for or forfeiture of office or position for failure to file when the person's late filing of a statement or failure to file a statement is due to his or her (i) serious or catastrophic

illness that renders the person temporarily incapable of completing the statement or (ii) military service.

Notwithstanding any provision of law or rule to the contrary, the deadlines for filing statements of economic interests under this Section on or after March 17, 2020 shall be suspended until August 1, 2020.

(Source: P.A. 101-221, eff. 8-9-19; 101-640, eff. 6-12-20.)

Land Acknowledgments: A Mindful Approach

Over the course of our library's ongoing equity, diversity, and inclusion journey, we discovered important omissions, including the lack of acknowledgment of Native peoples and their history in the space we occupy and utilize. The Downers Grove Public Library (DGPL) believes it is important to be mindful of the history of the land we use and to bring awareness to the Indigenous peoples who inhabited and continue to reside on these lands. To support this purpose, our library worked on a land acknowledgment over numerous months and released it in the Fall of 2021. While there is no one single way to create a land acknowledgment, we learned many valuable insights along our journey that we believe could be useful for anyone looking to begin writing a land acknowledgment or to revise an already existing document. After all, a land acknowledgment is a living statement or document that can, and should, be revised and refined, as one's organization continues to grow and learn.

The first several steps in writing a land acknowledgment actually have nothing to do with writing. A genuine land acknowledgment, that is, one that is not hollow or performative, begins with introspection and self-reflection. Ask yourself, why are you pursuing a land acknowledgment? As the Native Governance Center points out, "If you're hoping to inspire others to take action to support Indigenous communities, you're on the right track. If you're delivering a land acknowledgment out of guilt or because everyone else is doing it, more self-reflection is in order"⁽¹⁾. Reflecting on why you and your organization are writing a land acknowledgment will help you to more deeply think about the impact or outcome you are seeking. This, in turn, will help guide you during your process by keeping you focused on impact over intent.

You will next need to determine who will be writing the land acknowledgment with you. A land acknowledgment not only formally recognizes the historical context of the land we use, but it should also bring awareness to the truthful history of our community and our nation. In doing so, important issues (both past and present) will be discussed. It is imperative to have conversations and collaborate with local Native organizations and individuals to ensure that Indigenous voices are heard and their experiences are truly seen. In reaching out to Native groups and peoples, be clear that you are invested in forming a true partnership. Communicate clearly that you are looking to work together and to support one another continuously. If your organization is not interested in further programming or partnership outside of the land acknowledgment document, reconsider your motivation for this process.



Joseph Standing Bear Schranz, President and Founder of the Midwest SOARRING Foundation, gives remarks at the land acknowledgement announcement event in October 2021. Photo: Downers Grove Public Library



TJ, Midwest SOARRING Foundation performer, and Van McGary, Adult and Teen Services Assistant Manager at the Downers Grove Public Library and author of the library's land acknowledgment. Photo: Downers Grove Public Library

Connecting with Native groups may take some time and energy. It is important to allow yourself and your eventual partners time, and to not rush the process. Thus, the deadline or timeframe should be self-imposed to allow for flexibility. After forming your partnerships, approach the land acknowledgment (a new one or one to be revised) with an open mind, without any expectation of what it “should” be. Let your partners share what they think is important to include and how they want to be acknowledged, but be mindful that they will not be writing the land acknowledgment for you. Allow your interactions to have a conversational, rather than a transactional, nature. Your Native partners may tell you stories and anecdotes, a random fact here and there, an important date or event, issues their people are facing, etc. It is your responsibility to listen, process, research, write, and follow up for feedback. Our partners shared with us many personal experiences, spirituality, trauma, acts of activism, events, and more over countless hours in person and over the telephone. At times, the conversation may become very emotionally challenging for your Native partners and/or for yourself. Be kind and gracious to them and yourself. Take time and care as needed, and allow the process to develop organically. Try to avoid allowing a sense of urgency and/or perfectionism to take over. These are two characteristics of white supremacy culture that uphold systemic oppression and restrict marginalized peoples from fully showing up as their true authentic selves⁽²⁾. In our case, there were many revisions to our land acknowledgment. Be sure to clearly communicate the changes to your organization and partners so that you are transparent during your entire process.

Over the course of your discussions with your Native partners, figure out the format for your land acknowledgment. It may be a short version with one paragraph covering the land acknowledgment or it may include a longer or extended version. This also depends on what sort of outcome you and your Native partners are interested in. In our case, we were very intentional about our land acknowledgment raising awareness about historical and ongoing injustices against Native peoples, and for the document to be a learning opportunity and resource for both community members and organizations. Thus, in addition to having a short version that can be read and posted, we have an extended version that includes a detailed history, current issues, frequently asked questions, and numerous resources for learning more: dglibrary.org/land⁽³⁾.

Regardless of the format or structure of your land acknowledgment, using appropriate language is critical. As the Native Governance Center points out, it is important to “[not] sugarcoat the past” and to name the actions taken by colonizers including genocide and forced removal. In addition, it is important to “use past, present, and future tenses” to make clear that Native peoples are still here⁽¹⁾. The Native

Governance Center also has a useful terminology style guide (4). In addition, Native Land Digital has several suggestions for learning how to pronounce a Native nation’s name including “[r]espectfully asking someone from that nation or from a local organization,” checking the nation’s website, watching videos that include people saying the nation’s name, or calling the nation after hours and listening to their voicemail recording⁽⁵⁾.

While crafting your land acknowledgment based on the information you receive from your Native partners, be prepared to conduct your own research to supplement that information, add additional historical and current events, and provide supporting resources. While it may be useful to look at land acknowledgments from other institutions for inspiration, avoid copying or duplicating with slight adjustments. Make your land acknowledgment authentic by personalizing it using input and experiences from Native collaborators and by instilling your organization’s values. Furthermore, avoid making a land acknowledgment a performative or token gesture by formulating and following through with a “Therefore” statement. A “Therefore” statement in this context is a clear affirmation of an organization’s commitment to Native communities and their work beyond the land acknowledgment. It helps prevent a land acknowledgment from being a one-time item to be checked off a list. As with a land acknowledgment, a “Therefore” statement can evolve as one’s organization evolves.

After you, your organization, and Native partners feel that your land acknowledgment is ready to be released, consider how you want to present or unveil your organization’s land acknowledgment to your community. Both of our collaborators, Midwest SOARRING Foundation and Professor John Low of Ohio State University, emphasized that a land acknowledgment is a small but important first step toward truth and reconciliation, and its power depends on the amount of thoughtful detail and commitment behind it. It was imperative to our organization to demonstrate to our community the significance of this work and our commitment to it. DGPL held a special ceremony and formal announcement of our land acknowledgment to celebrate its completion. This event was planned in close collaboration with our Native partners; it is equally important to let your Native partners guide your continued partnership in the same way they led the way for writing the land acknowledgment itself. It was decided that our library would have Trustees introduce the land acknowledgment and provide context about why the library is doing this work, how it fits into our strategic plan, and how our document was written. Then, we turned the event over to our Native partners; they performed a ceremonial healing dance, a 7-direction blessing, and addressed the crowd. To be a good partner and ally, it is imperative to raise Native voices and de-center ourselves. Some partners may prefer not to share performances, blessings, or words with non-Native community

members. Some partners will want to use the opportunity to bring attention to issues they currently face, and may not refer to your land acknowledgment. Yield the floor to your Native partners and allow them to participate in the ways in which they are comfortable.

Ensuring that the land acknowledgment does not simply go into a drawer and become a forgotten document is vital. In addition to creating a webpage, our library decided to feature our acknowledgment in a variety of ways. To encourage patrons to consider the land when they are physically in the building, we decided to put a plaque (that can easily be updated as the acknowledgment evolves) at both entrances to our library. We also provide a binder with the extended version and FAQs, in addition to brochures for the Midwest SOARRING Foundation, at the entrance for patrons that prefer a hard copy of our document. The short version of our land acknowledgment can be found as a standard piece in our bi-monthly newsletter, located next to the library's mailing address. Finally, prior to the start of significant events and meetings, attendees are invited to consider the land through a reading of the short version and are encouraged to learn more. Avoid your acknowledgment from becoming a rote and performative gesture by considering the tone, frequency, and placement.

For collaboration on the land acknowledgment itself and for appearing and performing at our land acknowledgment event, our Native partners were compensated for their time, effort, emotional labor, knowledge, and more. Be sure to approach your partnerships with Native communities with reciprocity in mind and to provide proper compensation. Ideally, the partnerships for your land acknowledgment and any accompanying event is just the beginning of many partnerships and relationships with Native communities to come. **ILA**

REFERENCES

- 1) "A Guide to Indigenous Land Acknowledgment," Native Governance Center, accessed December 6, 2021, <https://nativegov.org/news/a-guide-to-indigenous-land-acknowledgment/>
- 2) Okum, Tema. "White Supremacy Culture Characteristics." White Supremacy Culture, accessed December 6, 2021, <https://www.whitesupremacyculture.info/characteristics.html>
- 3) "Land Acknowledgment," Downers Grove Public Library, last modified August 25, 2021, dglibrary.org/land
- 4) "Terminology Style Guide," Native Governance Center, accessed December 6, 2021, <https://nativegov.org/resources/terminology-style-guide/>
- 5) "Territory Acknowledgment," Native Land Digital, accessed December 6, 2021, <https://native-land.ca/resources/territory-acknowledgment/>

Land Acknowledgement Statements Statewide

In countries such as Canada, Australia, and New Zealand, it is commonplace, even policy, to open gatherings and events by acknowledging the traditional Indigenous inhabitants of that land. In recent years, in the United States, including Illinois, institutions such as public and academic libraries have started creating land acknowledgments as efforts focusing on equity, diversity, and inclusion (EDI) have grown. Through this lens, organizations and individuals have developed recognition of the importance of raising awareness of the truthful history of the land they use and the land's original Indigenous inhabitants.

Approaches to creating and sharing land acknowledgments by Illinois libraries vary widely. Accessibility to these documents also differs across libraries from being available on dedicated web pages to only being viewable on specific blog posts, event pages, or during special promotions. Some libraries choose not to make the statement publicly available. The Newberry, a private library accessible to the public, offers full transparency about how their acknowledgment was formed accompanied by information about why land acknowledgments are important and resources available for further education. Academic libraries often have land acknowledgments that were created by their educational institution, as demonstrated by Illinois State University. Their President's Diversity and Inclusion Advisory Committee worked closely across numerous departments to develop their statement, which will be revised as they continue working on an Indigenous reconciliation process.

Across the state of Illinois, few public libraries have released land acknowledgments. In November 2021, Brian Blank from Elmhurst Public Library submitted a Reaching Across Illinois Libraries Systems (RAILS) survey inquiring how many libraries have created a land acknowledgment. The survey garnered only seven results, two of which confirmed a document (Downers Grove and Glen Ellyn Public Libraries). The remaining five libraries (Fox River Grove Memorial Library, Three Rivers Public Library, Antioch Public Library District, Cary Area Public Library, Geneseo Public Library) have not created an acknowledgment. Other public libraries that have released statements include the Bloomington Public Library, Berwyn Public Library, Naperville Public Library, and Chicago Public Library.

ILA Best Practices

Committee on Writing a Land Acknowledgement Statement

During the 2020-21 service year of the Illinois Library Association Best Practices Committee (ILA BPC), we decided, as a group, to write a statement of philosophy that would serve as the lens through which we would identify, produce, and review our committee work. As the writing process gained momentum, however, we realized the necessity of acknowledging our positionality in the spaces we occupy—not only professionally, but culturally, politically, and geographically—and we would accomplish this by including a land acknowledgment statement as part of our committee’s statement of philosophy. Alea Perez, committee chair when this project began, led the way, as she has extensive experience in working towards diversity, inclusion, and representation in Illinois public libraries.

As the research got underway and progressed, we learned that one of the most challenging parts of the drafting and writing process was trying to determine whose ancestral lands Illinois libraries occupied and identify sources that traced the stories and diaspora of Native peoples, not simply their migratory trajectory. Geographic stewardship and itinerancy prevailed for a variety of reasons: access to natural resources, migratory practices, tribal wars, etc. As a result, the land now known as Illinois was home to many different Native peoples, not only those who lived in this area at the time of forced removal.

Once Alea collected sufficient and credible evidence of the native inhabitants of Illinois soil, she proceeded to construct a land acknowledgment statement using the following steps: research, review resources, reflect, and write. The ultimate goal was to call out and name the exact harm done, without centering all the attention on the oppressors, as this would have been at the expense of honoring the plights and resilience of those who survived.

As we look back on our work on the land acknowledgment statement—a living, breathing statement—we note that it could be further improved upon by broadening its scope to be more inclusive of the excluded Nations who have been stewards of the land now known as Illinois, as well as providing contemporary insights on them. In addition, organizational work should aim to integrate the direct involvement of Native peoples, which would underscore its value and integrity. In so doing, such work could potentially promote far greater benefits such as fostering authentic relationships with Native peoples, increasing knowledge and understanding of where we came from and where we should go in order to correct past injustices and prevent future ones, and creating potential partnerships for future actions and/or planning for Illinois libraries.



One final piece of advice to note before libraries embark on the drafting and writing process is to know precisely what they intend to do with their land acknowledgment statement and what further action is expected from those who read or hear it. These are essential questions that must be answered so that the statement is not merely performative but carries real meaning and impact.

The following Land Acknowledgment statement is in an abridged version due to its incorporation into the ILA BPC Statement of Philosophy:

- As part of our commitment to IDEA, it is also important to note that the ILA Best Practices Committee recognizes that Illinois libraries exist on the ancestral lands of the Peoria and Miami nations, and honors their stewardship of this land.
- In 1795, the people of the Miami nation, having lived on these lands for hundreds of years, ceded their vast stretches of land to the states now known as Ohio, Illinois, Indiana, and Michigan and were forcibly and violently relocated to what is current day Oklahoma.
- The Peoria were part of the Illinois Confederation, which is a collective of many nations who joined together and that existed for thousands of years on the lands now known as Illinois, Michigan, Ohio, and Missouri. They ceded their lands in 1832, and were relocated first to Kansas, then Oklahoma. **ILA**

RESOURCES

The **Peoria Tribe of Indians of Oklahoma** website offers information about the tribe's history and culture, its tribal government, resources and services for tribal members, and more: <https://peoriatribe.com/>

The website of the **Miami Tribe of Oklahoma** states two purposes: "virtual community connectivity" and is intended to benefit "all myaamia citizens, and to those who visit this site as guests:" <https://www.miamination.com/>

The **Miami Nation of Indians of Indiana** notes "Our federal recognition was illegally taken from us in the last 1800s." The mission of the nation's website is "...to protect, promote, record, and share the Miami of Indiana's history, language, culture, and heritage. The purpose of this site is to share these and our ongoing struggle to regain our Federal Recognition:" <https://www.miamiindians.org/>

According to its website, "**Native Land Digital** is a Canadian not-for-profit organization, incorporated in December 2018. Native Land Digital is Indigenous-led, with an Indigenous Executive Director and Board of Directors who oversee and direct the organization." View the project's maps (pictured above) providing location-based information about nations, languages, and treaties: <https://native-land.ca/>

The **Native Governance Center** "creates accessible, introductory-level resources on a variety of topics related to sovereignty, governance, and nation rebuilding." Visit the Center's website for an array of resources, including "A Guide to Indigenous Land Acknowledgment:" <https://nativegov.org/news/a-guide-to-indigenous-land-acknowledgment/>

**DOWNERS GROVE PUBLIC LIBRARY
BOARD OF LIBRARY TRUSTEES
FEBRUARY 23, 2022**

Department Reports – January 2022

Administration – Jen Ryjewski

- Continued to administer two grant projects, reporting to awarding agencies as appropriate, and ensuring adherence to proposed timeline.
- Met with Illinois Library Association Best Practices Committee, as well as association liaisons, to discuss current status of our project, obstacles in the way, and goals moving forward.
- Met with Programming Team to finalize Summer Reading Club dates, programming for Spring Break, and themes and activities for National Library Week, Poetry Month, and Arab-American Heritage Month.
- Innovation Team met one last time before launch of Memory Emporium collection (memory kits for patients suffering from and caregivers of Alzheimer's) and brainstormed ideas for next big project.
- Pulled together and analyzed all the patron How Did We Do (HDWD) Feedback from 2021 and disseminated results to all staff.
- During planned absence of Director Julie Milavec, served as her proxy for the Board of Library Trustees meeting and authored Director's Note for the next Discoveries newsletter.
- Researched and set up training for our Buildings Operations Department, formerly Facilities, as part of the onboarding process for our new Building Operations Monitors. Updated In-Charge Manual, now Building Operations Monitors/Managers on Duty (BOM/MOD) Manual, to reflect the new changes and processes to our new safety model, which will launch in March 2022.

Business Office – Katelyn Vabalaitis

- Katelyn transitioned a number of job duties to Business Office Assistant Scott Anderson and so she could begin her new role as Business Office Manager.
- Business Office Assistant Scott Anderson calculated the 2022 accrued paid time off and 2021 rollover vacation time for each staff member and Katelyn proofed each report.
- Katelyn researched the updates to the Victims' Economic Security and Safety Act (VESSA) and prepared proposed changes to the Personnel Policy.

Adult & Teen Services – Lizzie Matkowski

- ATS welcomed two new student workers from Midwestern University to help us with various projects!
- The Large Type collection was shifted to space it out more evenly.

- Van, Nancy, and Karen applied for a 2022 NEA Big Read Grant. We will find out in a few months whether or not we are awarded the grant.
- Winter Bingo launched and runs until February 27. Thanks to Amanda, Karen, and all staff who have worked hard to make this a success!
- We held a magazine giveaway in January of our withdrawn magazines. As usual, it was a popular giveaway.
- Programs included: Girls Who Code; Make and Takes: Snowflake Keychain, DIY totes, MLK silhouette, and snowflake lanterns; Car Ownership for Young Adults (online); Next Chapter Book Club; Digging for Clues with Cemetery Research; and How to Manage Stress During Your Search.

Children's Services – Allyson Renell

- With the cancellation of in-person programming during January, the Kids Room had to make a quick pivot in our programming plans at the beginning of the month. We were able to convert the majority of our registered programs into pick-up programs. We also added additional pick-up opportunities to help compensate for the programming we had to cancel completely, including additional Discovery Bag programs. We still managed to offer 20 programs during the month of January with a total of 587 attendees.
- The Winter Bingo program began January 3. The Kids Room has a Read-to-Me program suitable for children not yet reading on their own and a Reader's program for elementary and middle schoolers. Participants are encouraged to use ReadSquared to track their Bingo squares, but we also have paper boards available. So far, the program has proven rather popular and patrons are excited to have something to do during these cold winter months.
- Window Collection signup began on Saturday, January 8. We invited Downers Grove children to sign up to share their personal collections with us throughout 2022 and we were thrilled by their enthusiasm. All of the spots were filled by the end of the day on Sunday, January, 9. We are looking forward to seeing what the children bring in!
- Outreach Coordinator Erin Linsenmeyer attended Highland Elementary School's One Book, One School celebration on January 25. She saw 90 student and student family member attendees over the course of the evening. The chosen book was One-Third Nerd by Ginnifer Choldenko, an inclusive story about three siblings (one of whom has Down Syndrome) trying to raise enough money to bring their dog to the vet. Erin shared booktalks on other inclusive reads for all grade levels and spoke about Down Syndrome with District 58's Preschool Parent Liaison Peggy Delaney.

Circulation Services – Christine Lees

- Cindy Khatri and Van McGary visited our monthly department meeting to discuss the very valuable EDI Decision Making Tool document. Discussion included the importance of using this and other tools and how this tool should be used. All

team members agreed the presentation was stellar and very informative. Thanks, Cindy & Van!

- The new locker bay has been installed and our locker usage continues to climb every month. In January, 1,050 materials were collected from our lockers!
- This month saw many staff members needing to quarantine. Our team pulled together to get through being short-staffed and patrons could never tell there was a staffing shortage. A HUGE thank you to Circulation staff team members for “faking it until we make it”!
- As a department, we are focusing on the wise words of Buddha:



Information Technology – Paul Regis

- The library suspended certain services in early January due to the uptick in COVID cases. This included the Conference Rooms, Meeting Room, Media Lab, in-person programming, and one-on-one services for at least the remainder of the month. Book-an-Expert sessions took a hit due to this as well. IT was also on the fence about offering in-person technology classes, but this settled that debate. These restrictions also affected classes offered by PRC.
- Backordered devices and equipment trickled through in mid-January (most notably a confirmation that mobile hotspots would be shipping by the end of the month). This became something of a deluge towards the end of the month, resulting in boxes taking over 90% of IT Manager Paul Regis' office. If DGPL had a library cat, you'd know where to find him.
- IT offered four virtual classes in January, reaching 21 students.
- Computer Support was limited the last week of January, so a huge thank you to the rest of IT for helping where possible as well as for everyone's patience.

Public Relations – Cindy Khatri

- The PR team took a class with photographer Kate Olsen to learn how to better use the DSLR camera and Adobe Lightroom for library photos.

- The PR team changed signage and distributed the news about increasing COVID mitigations.
- Cindy Khatri, PR Manager, assisted with interviews for the monitor positions.
- The PR team promoted Winter Bingo and updated the Bingo webpage, graphics, and forms.
- The PR team prepared for Black History Month promotion.
- Cindy and Van McGary (ATS Assistant Manager) presented at the Circulation department meeting about the EDI Decision Making Tool.
- Grace Goodwyn, Graphic Design and Display Coordinator, created graphics and theming for Summer Reading Club and National Library Week.
- The PR team prepared for the Groundhog Day Musical raffle, starting in February.
- The last Holds Locker bay was wrapped with vinyl.

Access Services – Amy Prechel

Projects and Updates

- The Memory Emporium kits developed by the Innovation Team were released to the public on Thursday, January 6!
- The annual display of books chosen by staff to honor their service anniversaries went up in the staff lounge.
- New spreadsheets for tracking statistics, budget, training etc. were created for the New Year.
- Department staff reviewed our standing orders and checked our documentation for accuracy.
- Cataloging and Acquisitions Librarian Nora Mastny examined unfulfilled order records to clear up cancelled and backordered titles, updating our database accordingly.

Inventory and Cataloging

- For ATS collection: added 1265 print items and 176 AV items; discarded 1037 print items and 84 AV items.
- For Kids Room collection: added 846 print items and 144 AV items; discarded 1515 print items and 168 AV items.
- These statistics include items deleted by SWAN.
- 2 Book discussion bags were added to the ATS collection and 16 reading resource kits were added to the Kids Room collection.
- We created 5 original cataloging records in January.

Reclassification and Repairs

- Repaired 218 ATS and Kids Room books and audiovisual items.
- Reclassified 159 ATS and Kids Room items in January.

Staff Training and Professional Development

- The department logged 20 hours of training in January.
- Amy Prechel and Michelle Litwin attended the Innovation Team meeting on Tuesday, January 4.
- Nora attended the SWAN Cataloging Advisory meeting on January 13.
- Amy attended SWAN's PayPal & Aspen Fines Payment Information Session on January 19.
- Nora and Amy attended the DEI in Metadata Networking Group meeting on January 26.
- Several department staff attended annual training on anti-harassment, blood borne pathogens, and other safety topics. Nora attended several "Critical Conversations in LIS" trainings and Amy Prechel caught up on Ryan Dowd's latest trainings concerning homeless populations.

Building Operations – Ian Knorr

- Cindy Khatri and Ian conducted phone interviews and in-person interviews for the third Building Operations Monitor position. This position was filled by Daniel Bartkowiak who started with us on January 25.
- David Girard of Girard Chemical was out to check the boiler loop water chemistry. Building Operations tests and records results monthly as well. It is normal practice to have a water treatment company come in every two years and perform a more in-depth test of the closed loop boiler water system.
- Ian met with Eric Gutierrez from Trane. Eric took over for Dillon Drayer, who was moved to Trane Miami. Eric is working on a proposal to supply replacement VAV units for units that are reaching their end of life or have had functionality issues.
- Hayes Mechanical performed the two-year preventative maintenance on boiler 1. This PM requires a complete teardown of the unit and replacement of gaskets and sensors as recommended by Lochinvar per their PM schedule.
- Ian worked with Monitor Andrew Thing and he has completed the required training. Andrew will start covering weekend monitor duties on his own starting February 5.
- Ian finalized the details of the relay panel replacements with Fitzgerald's Electric and Chicago LightWorks. The first panel is scheduled to be replaced on the evening of February 4 after the library closes for the night.

| January | | | | | | |
|---|---------------|-----|---------------|-----|---------------|------------|
| Circulation | JAN 22 | % | JAN 21 | % | JAN 20 | % |
| Checkouts | | | | | | |
| Selfchecks | 31,467 | 73% | 476 | 2% | 40,385 | 72% |
| Staff desk | 10,501 | 24% | 21,994 | 98% | 15,637 | 28% |
| Lockers | 1,050 | 3% | 0 | | 0 | |
| Total checkouts | 43,018 | | 22,470 | | 56,022 | |
| Renewals | | | | | | |
| Auto Renewals | 30,359 | | 17,074 | | 28,625 | |
| Selfchecks | 2 | | 0 | | 13 | |
| Staff desk (incl. phone) | 366 | | 222 | | 303 | |
| Patron renwals on website | 146 | | 559 | | 563 | |
| BookMyne | 0 | | 1 | | 19 | |
| BlueCloud Mobile/Web services (22 & 11) | 667 | | 118 | | 61 | |
| Total renewals | 31,540 | | 17,974 | | 29,584 | |
| Total item checkout and renewals | 74,558 | | 40,444 | | 85,606 | |
| Digital Circulation | 12,929 | | 13,222 | | 9,859 | |
| Total Circulation | 87,487 | | 53,666 | | 95,465 | |
| Reserves Processed | | | | | | |
| Received from ILL | 5,653 | | 7,682 | | 6,441 | |
| ILL sent | 4,788 | | 6,762 | | 5,735 | |
| OCLC requests processed | 182 | | 147 | | 252 | |
| Gate Count | | | | | | |
| North | 12,830 | | 1,517 | | 26,098 | |
| South | 8,323 | | 11,162 | | 13,401 | |
| Lockers | 1,050 | | | | | |
| Total | 22,203 | | 12,679 | | 39,499 | |
| Curbside Count | x | | 7,386 | | x | |
| Registrations | | | | | | |
| New resident library Cards | 149 | | 119 | | 172 | |
| New fee cards | 2 | | 6 | | 4 | |
| Professional Development Hours | 35 | | 320 | | 262 | In-service |
| Cost of Professional Development | \$0 | | \$0 | | \$0 | |

Circulation

| | Jan 2021 | Jan 2022 | YTD Totals | | | |
|--------------|---------------|---------------|---------------|---------------|----------------|-------|
| Adult | 23,203 | 37,542 | 23,203 | 37,542 | | |
| Teen | 1,324 | 1,762 | 1,324 | 1,762 | | |
| Children | 15,917 | 35,254 | 15,917 | 35,254 | | |
| Download | 13,222 | 12,929 | 13,222 | 12,929 | YTD Difference | |
| Total | 53,666 | 87,487 | 53,666 | 87,487 | 33,821 | 63.0% |

Circulation - By Item

| | <u>Books</u> | | <u>Audio</u> | | <u>Video</u> | | <u>Misc.</u> | | Total |
|--------------|---------------|---------------|--------------|--------------|--------------|---------------|--------------|--------------|---------------|
| Adult | 25,522 | 67.98% | 2,643 | 7.04% | 6,986 | 18.61% | 2,391 | 6.37% | 37,542 |
| Teen | 1,656 | 93.98% | 73 | 4.14% | 20 | 1.14% | 13 | 0.74% | 1,762 |
| Children | 30,376 | 86.16% | 1,295 | 3.67% | 2,451 | 6.95% | 1,132 | 3.21% | 35,254 |
| Total | 57,554 | 77.19% | 4,011 | 5.38% | 9,457 | 12.68% | 3,536 | 4.74% | 74,558 |

Collection - All Items

| | <u>Books</u> | | <u>Audio</u> | | <u>Video</u> | | <u>Misc.</u> | | Total |
|--------------|----------------|---------------|---------------|--------------|---------------|--------------|--------------|--------------|----------------|
| Adult | 119,145 | 76.33% | 15,291 | 9.80% | 15,105 | 9.68% | 6,543 | 4.19% | 156,084 |
| Children | 77,575 | 86.08% | 2,812 | 3.12% | 7,732 | 8.58% | 1,998 | 2.22% | 90,117 |
| Total | 196,720 | 79.90% | 18,103 | 7.35% | 22,837 | 9.28% | 8,541 | 3.47% | 246,201 |

Book Collection

| | Jan 2021 | Jan 2022 | YTD Totals | | YTD Difference | |
|--------------|----------------|----------------|----------------|----------------|----------------|-------|
| Adult | 120,494 | 119,145 | | | | |
| Children | 79,985 | 77,575 | | | | |
| Total | 200,479 | 196,720 | 200,479 | 196,720 | -3,759 | -1.9% |

Audio Collection

| | Jan 2021 | Jan 2022 | YTD Totals | | YTD Difference | |
|--------------|---------------|---------------|---------------|---------------|----------------|-------|
| Adult | 15,636 | 15,291 | | | | |
| Children | 2,841 | 2,812 | | | | |
| Total | 18,477 | 18,103 | 18,477 | 18,103 | -374 | -2.0% |

Video Collection

| | Jan 2021 | Jan 2022 | YTD Totals | | YTD Difference | |
|--------------|---------------|---------------|---------------|---------------|----------------|-------|
| Adult | 15,916 | 15,105 | | | | |
| Children | 8,216 | 7,732 | | | | |
| Total | 24,132 | 22,837 | 24,132 | 22,837 | -1,295 | -5.4% |

Miscellaneous Collection

| | Jan 2021 | Jan 2022 | YTD Totals | | YTD Difference | |
|--------------|--------------|--------------|--------------|--------------|----------------|-------|
| Adult | 6,809 | 6,543 | | | | |
| Children | 1,841 | 1,998 | | | | |
| Total | 8,650 | 8,541 | 8,650 | 8,541 | -109 | -1.3% |

Rooms & Spaces

| | Jan 2021 | Jan 2022 | | |
|--|----------|------------|------------|------------|
| Community Use of Rooms | 0 | 703 | | |
| <i>Meeting, Conference, Study Rooms</i> | | | | |
| Community Use of Spaces | 0 | 50 | | |
| <i>Media Lab, STEM Room, Teen Gaming</i> | | | YTD Totals | |
| Rooms and Spaces Total | 0 | 753 | 0 | 753 |

Programs Offered

| | Jan 2021 | Jan 2022 | | |
|--------------------------------|----------|-----------|------------|-----------|
| Library Programs Offered | | | | |
| Adult | 0 | 15 | | |
| Teen | 0 | 4 | | |
| Children | 0 | 6 | | |
| Self-Directed Programs Offered | | | | |
| Adult | 0 | 44 | | |
| Teen | 0 | 9 | | |
| Children | 0 | 9 | YTD Totals | |
| Programs Offered Total | 0 | 87 | 0 | 87 |

Programs Attended

| | Jan 2021 | Jan 2022 | | |
|-----------------------------------|----------|------------|------------|------------|
| Library Programs Attendance | | | | |
| Adult | 0 | 218 | | |
| Teen | 0 | 41 | | |
| Children | 0 | 0 | | |
| Self-Directed Programs Attendance | | | | |
| Adult | 0 | 415 | | |
| Teen | 0 | 180 | | |
| Children | 0 | 0 | YTD Totals | |
| Programs Attendance Total | 0 | 854 | 0 | 854 |

| | | |
|-----------------------------|---|---|
| Total Virtual Program Views | 0 | 0 |
|-----------------------------|---|---|

Website Views

| | Jan 2021 | Jan 2022 | YTD Totals | YTD Difference |
|--------------------|---------------|---------------|---------------|----------------|
| Total Views | 27,533 | 37,847 | 27,533 | 37,847 |
| | | | 10,314 | 37.5% |

Statistics for January 2022 (FY Jan-Dec)

Library Visits

| | Jan 2021 | Jan 2022 | | | | |
|-----------------------------|---------------|---------------|---------------|---------------|----------------|-------|
| Gate Count | 20,065 | 21,153 | | | | |
| Locker Pickups | 0 | 1,050 | YTD Totals | | YTD Difference | |
| Library Visits Total | 20,065 | 22,203 | 20,065 | 22,203 | 2,138 | 10.7% |

One-on-One Services

| | Jan 2021 | Jan 2022 | | | | |
|-----------------------|-----------|-----------|------------|-----------|----------------|-------|
| One-on-Ones | 15 | 13 | | | | |
| Homebound | 0 | 3 | | | | |
| Notary | 0 | 4 | YTD Totals | | YTD Difference | |
| Sessions Total | 15 | 20 | 15 | 20 | 5 | 33.3% |

Computer User Sessions

| | Jan 2021 | Jan 2022 | | | | |
|-------------------|----------|--------------|------------|--------------|----------------|----------|
| Adult | 2 | 1,316 | | | | |
| Children | 0 | 326 | YTD Totals | | YTD Difference | |
| Total | 2 | 1,642 | 2 | 1,642 | 1,640 | 82000.0% |
| Wireless Sessions | 50 | 832 | 50 | 832 | 782 | 1564.0% |

Printing Services

| | Jan 2021 | Jan 2022 | | | | |
|---------------------|-----------|----------|------------|----------|----------------|--------|
| Poster | 0 | 4 | | | | |
| 3D | 22 | 0 | YTD Totals | | YTD Difference | |
| Total Prints | 22 | 4 | 22 | 4 | -18 | -81.8% |

The Cupboard

| | Jan 2021 | Jan 2022 | YTD Totals | |
|------------------------|------------|------------|------------|------------|
| Donations Total | 399 | 735 | 399 | 735 |