

FOUNTAINDALE PUBLIC LIBRARY DISTRICT
LOCAL GOVERNMENT EFFICIENCY ACT DECENNIAL COMMITTEE MEETING
May 18, 2023 | 6:30 p.m.
300 West Briarcliff Road | Bolingbrook | Margaret J. “Peggy” Danhof Board Room

View the meeting online via YouTube: <https://youtube.com/live/IY-H6b54Zk>

1. Call to Order and Roll Call of Committee Members
2. Pledge of Allegiance
3. Approval of Agenda
4. Minutes for Approval
 - a. None
5. New Business – Action Items
 - a. Approval of Adoption of Fountaindale Public Library District Public Participation at Board of Trustees Meetings Rules for Public Comment for Use in Fountaindale Public Library District Local Government Efficiency Act Decennial Committee Meetings
 - b. Discussion of Agreements, Ordinances, Policies, Reports, Resolutions and Other Items Related to Decennial Committee’s Work
 - c. Approval of Format for Decennial Committee Report
 - d. Approval of Meeting Schedule for Decennial Committee
6. Correspondence
7. Comments from the Public
8. Agenda Building for the Next Meeting
9. Survey of Residents in Attendance
10. Announcements
11. Adjournment

Fountaindale Public Library District
Public Participation at Board of Trustees Meetings

Rules for Public Comments

The meetings of the Board of Trustees of the Fountaindale Public Library District are open to members of the public. Members of the public have a right to speak at all meetings of the Board of Trustees of the Fountaindale Public Library District. At each regular and special open meeting, members of the public may address the Board subject to reasonable constraints.

1. Members of the public may address the Board only at the appropriate times as indicated on the agenda and when recognized by the Board President.
2. All members of the public shall address their comments to the Board President. The Board President may request that the appropriate member of the Board or Staff respond to the comment at the appropriate time.
3. Comments by members of the public are limited to three minutes. Each member of the public may only speak once. A member of the public may not cede time to another member of the public.
4. Individuals are expected to identify themselves by full name.
5. The Board President shall preserve order and decorum. The Board President shall decide all questions of order.
6. When addressing the Board, members of the public shall avoid personal remarks, the impugning of motives, and merely contentious statements. If any member of the public indulges in such remarks or otherwise engages in conduct injurious to the harmony of the Board and the meeting, the Board President may immediately terminate the opportunity to speak. This decision is at the discretion of the Board President or upon affirmative vote of two-third (2/3rds) of the Board present. Any person, except a member of the Board, who engages in disorderly conduct during a meeting, may be ejected from the meeting upon motion passed by a majority of the Board present.
7. Petitions or written correspondence to the Board shall be presented to the Board at the next regularly scheduled Board meeting.
8. Individuals may record the open portion of meetings. Recording shall not interfere with the overall decorum and proceedings of the meeting and shall not interfere with the rights of other individuals.
9. Individuals addressing the Board shall adhere to all District policies.
10. The President shall have the authority to determine reasonable procedures regarding public participation not otherwise defined in Board policy.

APPROVED DECEMBER 21, 2017

Intergovernmental Agreements

INTERGOVERNMENTAL AGREEMENT (BALL FIELD NETTING)

THIS AGREEMENT is made and entered into this 12th day of MARCH,
²⁰¹²~~2011~~, by and between **VALLEY VIEW COMMUNITY UNIT SCHOOL DISTRICT NO. 365U**, Will
County, Illinois (hereinafter referred to as the "School District") and the **FOUNTAINDALE
PUBLIC LIBRARY DISTRICT**, Will County, Illinois (hereinafter referred to as the "Library District").

WITNESSETH:

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and 5 ILCS 220/1 *et seq.* authorize units of local government and school districts to contract or otherwise associate among themselves to obtain or share services, to exercise, combine or transfer any power or function, in any manner not prohibited by law, to use their credit, revenues and other reserves to pay costs and to service debt related to intergovernmental activities; and

WHEREAS, the School District and the Library District are public agencies as that term is defined in the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*); and

WHEREAS, the School District and Library District mutually desire to have ball field netting installed and maintained on School District property adjacent to the Library District's parking lot on the site visually depicted on Exhibit A attached hereto and made a part hereof (the "Netting Site"), subject to the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Library District and the School District, it is agreed by and between the parties hereto as follows:

1. The recitals hereinabove set forth are hereby incorporated as findings of fact in this Paragraph 1 as if said recitals were fully set forth herein.

2. The initial term of this Agreement shall be twenty (20) years. Thereafter, the Agreement shall automatically renew for subsequent ten year periods, unless either party shall, at least six months prior to the next succeeding renewal date, notify the other party of its intent to terminate the Agreement. Notice of termination shall be sent by certified mail, return receipt requested, or by personal delivery.

3. The School District hereby grants the Library District a license to go onto the School District's property, commonly known as Brooks Middle School, solely for the purpose of installing, replacing or repairing ballfield nets at the Netting Site during the term of this Agreement. Notice shall be given to the School District by the Library District prior to entry by the Library District contractors onto the Netting Site pursuant to this Agreement. In the event of termination of the Agreement pursuant to Paragraph 2 hereinabove, the netting improvements shall be removed by the Library District at its sole cost and expense.

4. The Library District shall be solely responsible for all costs and expenses associated with the initial installation of the ballfield nets (the "Initial Installation") at the Netting Site. An estimate of the cost of the Initial Installation is attached hereto as Exhibit B and made a part hereof (the "Estimate").

5. Upon completion of the Initial Installation of the ballfield nets, the Library District shall be the sole and exclusive owner of said netting improvements (the "Netting Improvements").

6. In the event the netting portion of the Netting Improvements requires replacement or repair during the term of this Agreement, the School District and the Library District agree to divide the cost of the netting replacement or repair on a 50/50 basis.

7. In the event that, as a result of this Agreement, or actions taken as required hereunder, the School District is made a party defendant in any litigation arising by reason of this Agreement, or the construction and development activities contemplated hereunder, the Library District agrees to defend and hold the School District, its Board members, officers, and agents, individually and collectively, harmless from any suits and from any claims, demands, setoff or other action including but not limited to judgments arising therefrom. The obligation of Library District hereunder shall include and extend to payment of reasonable attorneys' fees for the representation of the School District and its said officers and agents in such litigation and includes expenses, court costs and fees; it being understood that Library District shall have the right to employ all such attorneys to represent the School District and its officers and agents in such litigation, subject to the approval of the Board of Education of the School District, which approval shall not be unreasonably withheld. The Library District shall have the right to appeal to courts of appellate jurisdiction any judgment taken against the School District or its officers or agents in this respect, and the School District shall join in any such appeal taken by Library District.

8. This Agreement shall be governed by the laws of the State of Illinois. No third party shall be deemed to be a beneficiary of this Agreement.

9. This Agreement incorporates the full and complete understanding of the parties to the exclusion of any terms or provisions not expressly set forth herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first set forth hereinabove.

ATTEST: Ronnie Bull
Secretary, Board of Education

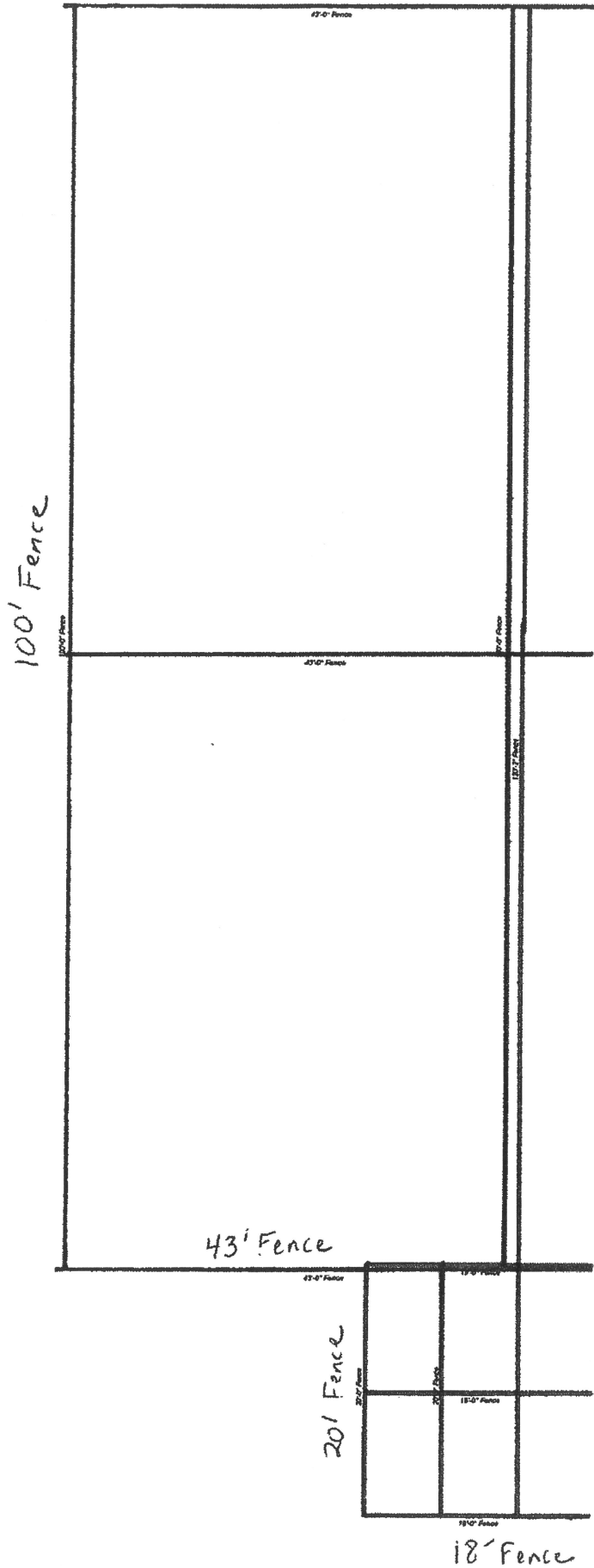
**VALLEY VIEW COMMUNITY UNIT
SCHOOL DISTRICT NO. 365U**
[Signature]
President, Board of Education

ATTEST: Joseph F. Ganske
Secretary

FOUNTAINDALE PUBLIC LIBRARY DISTRICT
[Signature]
Vice President

LKL/159653W/12/6/11

Exhibit A



7' pole
will be buried
in ground

Red = Existing Fence
Blue = New Poles & Netting
New poles are 50' poles

Exhibit B



MLM Group, Inc.
874 Brompton Circle
Bolingbrook, IL 60440

Phone: 630-660-9932
Email: mlmgroup@sbcglobal.net

Estimate

Estimate No:	305
Date:	2/8/2012
Estimate Person:	Michael Maule

Bill To:

Fountaindale Public Library District
Attn: Kathy Schmidt
300 W. Briarcliff Rd.
Bolingbrook, IL 60440

Code	Description	Qty/Hours	Rate	Amount
	Install barreir netting at Brooks Middle School baseball field to protect the NW end of the new library parking lot.	1.00	\$0.00	\$0.00*
	Class I 50 ft. coated pole. Includes frieght, installation hardware and labor.	3.00	\$2,460.00	\$7,380.00*
	Baseball barrier netting. Two 34' x 50' netting panels. Includes netting, galvanized aircraft cable, all installation hardware and labor and frieght.	2.00	\$1,835.00	\$3,670.00*
	Project overhead - 8%.	1.00	\$850.00	\$850.00*
	Permits and fees.	1.00	\$165.00	\$165.00*
	Terms. A deposit check of \$7,500.00 is needed to start project - payable to MLM Group, Inc. This for the purchase of materials - poles, neeting and cable. The remainder of monies will be invoiced and due upon completion of project.	1.00	\$0.00	\$0.00*

* Indicates non-taxable item

Subtotal	\$12,065.00
Tax (8.50%)	\$0.00
Total	\$12,065.00

INTERGOVERNMENTAL AGREEMENT (BOOK DROP)

THIS AGREEMENT is made and entered into this 15th day of August, 2013, by and between **BOLINGBROOK PARK DISTRICT**, Will County, Illinois (hereinafter referred to as the "Park District") and the **FOUNTAINDALE PUBLIC LIBRARY DISTRICT**, Will County, Illinois (hereinafter referred to as the "Library District").

WITNESSETH:

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and 5 ILCS 220/1 *et seq.* authorize units of local government and school districts to contract or otherwise associate among themselves to obtain or share services, to exercise, combine or transfer any power or function, in any manner not prohibited by law, to use their credit, revenues and other reserves to pay costs and to service debt related to intergovernmental activities; and

WHEREAS, the Park District and the Library District are public agencies as that term is defined in the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*); and

WHEREAS, the Park District and Library District mutually desire to have a book drop installed and maintained on Park District property at Ashbury's at Boughton Ridge on the site visually depicted on Exhibit A attached hereto and made a part hereof (the "Book Drop Site"), subject to the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Library District and the Park District District, it is agreed by and between the parties hereto as follows:

1. The recitals hereinabove set forth are hereby incorporated as findings of fact in this Paragraph 1 as if said recitals were fully set forth herein.

2. The initial term of this Agreement shall be five (5) years. Thereafter, the Agreement shall automatically renew for subsequent five (5) year periods, unless either party shall, at least six months prior to the next succeeding renewal date, notify the other party of its intent to terminate the Agreement. Notice of termination shall be sent by certified mail, return receipt requested, or by personal delivery.

3. The Library District shall be solely responsible for all costs and expenses associated with the initial installation of the book drop (the "Initial Installation") at the Book Drop Site.

4. Upon completion of the Initial Installation of the book drop, the Library District shall be the sole and exclusive owner of said book drop (the "book drop").

5. In the event the book drop requires replacement or repair during the term of this Agreement, the Library District shall pay for the repair or replacement of the book drop.

6. This Agreement shall be governed by the laws of the State of Illinois. No third party shall be deemed to be a beneficiary of this Agreement.

7. This Agreement incorporates the full and complete understanding of the parties to the exclusion of any terms or provisions not expressly set forth herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first set forth hereinabove.

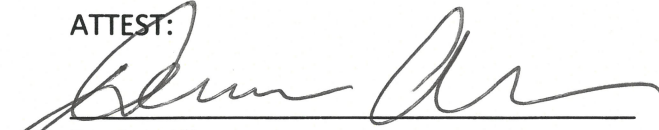
BOLINGBROOK PARK DISTRICT



Sue Vastalo

President, Board of Commissioners

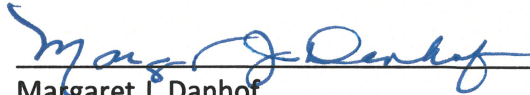
ATTEST:



Denise Allen

Secretary, Board of Commissioners


FOUNTAINDALE PUBLIC LIBRARY DISTRICT



Margaret J. Danhof

President, Board of Trustees

ATTEST:



Gayle Graske

Secretary, Board of Trustees

Exhibit A
Ashbury's at Boughton Ridge
335 E. Boughton Rd
Bolingbrook, IL 60440

Proposed Site of
New Book Drop

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE FOUNTAINDALE PUBLIC LIBRARY DISTRICT AND WILL COUNTY**

THIS AGREEMENT made and entered into this 19th day of January, 2023 between the Fountaindale Public Library District (the “Library District”), the County of Will (the “County”), and the Will County Clerk (the “Clerk”). The Library District, the County and the Will County Clerk are at times referred to herein individually as a “Party” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, the Library District is a duly organized unit of local government organized and operating under the Constitution and laws of the State of Illinois; and

WHEREAS, the Library District derives its rights, power and authority from the various sections of the Library District Code; and

WHEREAS, the County is a local government duly organized and operating under the Constitution and laws of the State of Illinois; and

WHEREAS, the County derives its rights, power and authority from the various sections of the Counties Code; and

WHEREAS, the Clerk is a duly elected County Officer who derives her power and authority from the various sections of the Counties Code and the Elections Code; and

WHEREAS, 10 ILCS 5/19-6 authorizes election authorities to maintain one or more secure collection sites for the postage-free return of vote by mail ballots; and

WHEREAS, the Library District agrees to host a Ballot Collection Box for the upcoming election in April, 2023 to assist the County and the Clerk; and

WHEREAS, the Parties find and hereby declare that it is in the best interests of the Library District to assist the County and the Clerk with the collection of ballots for the upcoming election in April, 2023.

NOW, THEREFORE, pursuant to statutory authority and their powers of intergovernmental cooperation, and in consideration of the mutual promises and covenants and conditions hereinafter set forth, it is agreed by and between the Parties hereto as follows:

1. Ballot Collection Box Drop-Off Site: The Library District agrees to serve as a Ballot Collection Box Drop-Off Site for the upcoming election in April, 2023. The Ballot Collection Box Site will be located inside the Fountaindale Public Library located at 300 W. Briarcliff Rd., Bolingbrook, IL 60440 (the “Site Location”).

2. Set Up and Removal of Ballot Collection Box: The Library District agrees that the Ballot Collection Box is the property of the Clerk. The Ballot Collection Box shall be set up by the Clerk prior to February 23, 2023 and removed by the County after April 4, 2023 and prior to the end of business April 14, 2023.
3. Use of the Ballot Collection Box: The Library District agrees that the Ballot Collection Box is to be used solely for election purposes.
4. Reporting Obligations: The Library District agrees to report problems and/or damage to the Ballot Collection Box immediately to the Will County Clerk's Office via email.
5. Purchase and Maintenance of the Ballot Collection Box: The County and the Clerk agree that the Ballot Collection Box will be purchased and maintained by the Clerk. The County and Clerk agree that the Ballot Collection Box will be emptied on a daily basis by the Clerk during normal business hours of the Library District and at the close of business of the Clerk.
6. Indemnification of the Library District: The County agrees to absolve the Library District of any liability regarding the Ballot Collection Box at the Site Location, including, but not limited to, the use, maintenance, set-up, removal, supervision, and security of the Ballot Collection Box. Further, to the fullest extent permitted by law, the County shall indemnify, defend, and hold harmless the Library District, and its respective governing board, board members individually, officers, officials, administrators, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (reasonable attorneys' fees and other litigation expenses), to the extent arising from: (i) the negligence or the willful or intentional conduct of the County; (ii) a breach of this Agreement by the County; (iii) any injuries caused to invitees in connection with the Ballot Collection Box. For purposes of clarification and not by way of limitation, the County's indemnification obligation under this Section shall specifically extend to tort claims made by third parties alleging injury to persons or property. For purposes of further clarification, neither the County nor the Clerk shall have any liability nor be required to indemnify, defend or hold harmless the Library District for any deliberate acts of the Library District or its respective governing board, board members individually, officers, officials, administrators, employees, volunteers and agents.
7. Limitation of Liability: In no event shall Library District be liable to the County for any incidental, consequential, indirect, or punitive damages (including without limitation lost profits) regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranties, failure of essential purpose or otherwise and even if advised of the possibility of such damages.

8. Term and Termination: Subject to the terms and conditions herein, this Agreement shall commence upon execution of both parties (the "Effective Date") and shall expire within one year of the Effective Date. Any Party may terminate this Agreement immediately upon written notice to the other Parties in the event one of the other Parties breaches any of the provisions of this Agreement.
9. Notices: Notice or other writings which any Party is required to, or may wish to, serve upon the other Parties in connection with this Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Library District:

Fountaindale Public Library District
Attn: Paul Mills, Executive Director
300 W. Briarcliff Road
Bolingbrook, IL 60440

If to the County:

Will County Executive
Attn: Will County Executive
302 N. Chicago Street
Joliet, IL 60432

If to the County Clerk:

Will County Clerk
Attn: Charles Pelkie, Chief of Staff
302 N. Chicago Street
Joliet, IL 60432

or to such other address, or additional parties, as any Party may from time to time designate in a written notice to the other Parties. Service by certified mail shall be deemed given on the third day following the mailing of said notice, and service by personal delivery shall be deemed given upon actual delivery.

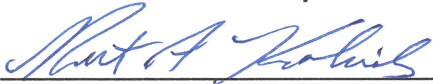
10. No Waiver of Tort Immunity Defenses: Nothing contained in this Agreement shall constitute a waiver by the Library District, the County or the Clerk of any right, privilege or defense available to the Library District, the County or the Clerk under statutory or common law, including, but not limited to, the Illinois Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.*, as amended.

11. Governing Law; Jurisdiction; Venue: This Agreement shall be governed and interpreted in accordance with the laws of the State of Illinois without regard to its conflict of laws principles. Any litigation arising out of or relating to this Agreement may be brought in the state courts of Will County, Illinois or, if it has or can acquire jurisdiction, in the United States District Court for the Northern District of Illinois, and each of the parties irrevocably submits to the exclusive jurisdiction of each such court in any such litigation, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the litigation shall be heard and determined only in any such court, and agrees not to bring any litigation arising out of or relating to this Agreement in any other court.
12. Survivorship: The indemnifications, representations, warranties, remedies, covenants and agreements contained herein shall survive the termination or expiration of this Agreement and it is hereby understood and agreed between the Parties that said indemnifications, warranties, remedies, covenants and agreements shall not cease to be in full force and effect upon the termination or expiration of this Agreement but shall survive and be contractually enforceable between the Parties hereto, their grantees, nominees, successors in interest, assignees, heirs, executors or lessors, at all times for a period of two (2) years from the date of termination or expiration of this Agreement.
13. Counterparts; Entire Agreement: This Agreement may be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement. This Agreement contains the entire understanding between the Parties and supersedes any prior understanding or written or oral agreements between them regarding the within subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between and among the Parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.
14. Authority; Compliance with Laws: The individual officers of the Library District, the County and the Clerk who have executed this Agreement represent and warrant that they have the full power and lawful authority to execute this Agreement and perform and fulfill the obligations and responsibilities contemplated hereunder on behalf of and in the name of their respective governing boards. The Parties shall comply with all applicable federal, state, county, and local statutes, ordinances, rules, regulations, and codes.
15. Amendments; Assignment: Any modifications of or amendments to this Agreement must be in writing, signed by the Parties, and dated on or subsequent to the date hereof. This Agreement may not be assigned, in whole or in part, by any Party without the prior written consent of other Parties.


16. No Third-Party Beneficiaries: Notwithstanding any provision herein to the contrary, this Agreement is entered into solely for the benefit of the contracting Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a Party to this Agreement or to acknowledge, establish or impose any legal duty to any third party. No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against County, Clerk and/or the Library District.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their respective officers pursuant to the express authorization of their respective boards, as of the date first above written.

Fountaindale Public Library District:

By: 

Robert A. Kalnicky
President, Board of Library Trustees

Attest: 

Marcelo Valencia
Secretary, Board of Library Trustees

Will County

By: _____

Jennifer Bertino-Tarrant
Will County Executive

Attest: _____

Lauren Staley Ferry
Will County Clerk

Will County Clerk

By: _____

Lauren Staley Ferry
Will County Clerk

Attest: _____

Charles B. Pelkie Jr.
Chief of Staff
Will County Clerk

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE FOUNTAINDALE PUBLIC LIBRARY DISTRICT
AND WILL COUNTY CLERK**

THIS AGREEMENT made and entered into this 19th day of January 2023 between the Fountaindale Public Library District (the "Library District"), and Will County Clerk.

WITNESSETH:

WHEREAS, the Fountaindale Public Library District (the "Library District") is a duly organized unit of local government organized and operating under the Constitution and laws of the State of Illinois; and

WHEREAS, the Library District derives its rights, power and authority from the various sections of the Library District Code (the "Code"); and

WHEREAS, Will County Clerk is a duly elected County Officer who derives her power and authority from the various sections of the Counties Code and the Election Code; and

WHEREAS, Fountaindale agrees to host Early Voting at the upcoming election in March/April 2023 to assist Will County Clerk.

WHEREAS, the Board of Fountaindale Public Library District and Will County Clerk find and hereby declare that it is in the best interests of the Library District to assist Will County with Early Voting at the upcoming election in March/April 2023.

NOW, THEREFORE, pursuant to statutory authority and their powers of intergovernmental cooperation, and in consideration of the mutual promises and covenants and conditions hereinafter set forth, it is agreed by and between the parties hereto as follows:

1. Fountaindale Public Library District agrees to host Early Voting at the upcoming election in March/April 2023.
2. Requirements for such an Early Voting site include that the site be open beyond hours that Fountaindale usually operates.
3. Will County Clerk agrees to pay for additional compensation required to be paid by Fountaindale, to Fountaindale employees for the extra hours that the library will be open as stated below:

Early Voting Hours:

Early & Grace Period Voting Dates and Hours:

Monday - Friday	March 20 – 24, 2023	8:30 am – 4:30 pm
Saturday	March 25, 2023	9:00 am – Noon
Sunday	March 26, 2023	10:00 am – 4:00 pm
Monday - Friday	March 27 – 31, 2023	8:30 am – 7:00 pm
Saturday	April 1, 2023	9:00 am – 3:00 pm
Sunday	April 2, 2023	10:00 am – 4:00 pm
Monday	April 3, 2023	8:30 am – 7:00 pm

Additional required time for Early Voting that are outside of the Library District's normal hours are:

8:00 AM to 9:00 AM	Monday through Friday, March 20-24
No additional hours	Saturday, March 25
09:30 AM to 12:00 PM (noon)	Sunday, March 26
8:00 AM to 9:00 AM	Monday through Friday, March 27-31
6:00 PM to 7:00 PM	Friday, March 31
No additional hours	Saturday, April 1
09:30 AM to 12:00 PM (noon)	Sunday, April 2
8:00 AM to 9:00 AM	Monday, April 3

Attached is Exhibit 1, a copy of the estimated hourly pay rates.

4. This Agreement shall expire within one year of execution.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their respective officers pursuant to the express authorization of their respective boards, as of the date first above written.

Fountaindale Public Library District:

By: 

President, Board of Library Trustees

Attest: 

Secretary, Board of Library Trustees

Will County Clerk:

By: _____
Clerk, Will County

Attest: _____
Chief of Staff, Will County Clerk

INTERGOVERNMENTAL AGREEMENT FOR LIBRARY SERVICES

THIS AGREEMENT made and effective July 1, 2023, by Valley View School District hereinafter referred to as the "SCHOOL DISTRICT," and the Fountaindale Public Library District hereinafter referred to as the "LIBRARY DISTRICT."

WITNESSETH:

WHEREAS, the LIBRARY DISTRICT listed above is a public library district established pursuant to the Public Library District Act, 75 ILCS 16/1-1, et seq., and is hereby contracting with an Illinois public agency; and

WHEREAS, pursuant to Article VII, Section 10 of the Illinois Constitution of 1970, the Intergovernmental Agreement Act, 5 ILCS 220/1 et seq., and the Illinois Compiled Statutes pertaining to libraries, specifically, 75 ILCS 16/30-55.40 for public library districts, the Governing Body of each of the said entities is empowered and authorized to enter into intergovernmental agreements for library services with other agencies;

NOW, THEREFORE, in consideration of the mutual undertaking and covenants of the Parties hereto as herein set forth, and for other good and valuable considerations, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereto agree as follows:

1. Library Services

The LIBRARY DISTRICT agrees to make its facilities, equipment, and materials available to the teachers and faculty at schools in the LIBRARY DISTRICT's service area subject to the terms and conditions of this Intergovernmental Agreement and as may otherwise be mutually agreed upon between the LIBRARY DISTRICT and the SCHOOL DISTRICT which is reduced to writing and incorporated as an amendment to this Intergovernmental Agreement. The LIBRARY DISTRICT shall consider such requests pursuant to its regular policies/procedures regarding building use by outside groups subject to any limitations set forth herein or in any amendment hereto.

2. Title to Property

The LIBRARY DISTRICT shall retain title to all the personal property it owned prior to the effective date of this Intergovernmental Agreement, including but not limited to, books, periodicals, furnishings, and equipment ("Property"), and to Property it purchases with its own funds after the effective date of this Intergovernmental Agreement.

3. Library Users

All holders of a valid library card granted under this Intergovernmental Agreement shall be allowed to use the LIBRARY DISTRICT's facilities and Property per the LIBRARY DISTRICT's general policies.

4. Financial

The LIBRARY DISTRICT reserves the right to reduce any or all general LIBRARY DISTRICT services at the LIBRARY DISTRICT during the term of this Intergovernmental Agreement.

The SCHOOL DISTRICT shall offer publicity opportunities for LIBRARY DISTRICT programs, events and services to its faculty, staff, students, and their parents. This is in exchange for the costs associated with the provision of LIBRARY DISTRICT utilities, general maintenance and upkeep, supplies, etc. and is in the interest of equity.

The SCHOOL DISTRICT shall also pay the LIBRARY DISTRICT for the loss or damage to any LIBRARY DISTRICT materials under this Intergovernmental Agreement upon any invoice by the LIBRARY DISTRICT within thirty (30) days of receipt of said invoice and agree to abide by rights and responsibilities outlined in Appendix A.

5. Amendments to Intergovernmental Agreement

This Intergovernmental Agreement may be amended by mutual consent, providing that the Party desiring the amendment shall give the other Party written notice of such proposed amendment. This Intergovernmental Agreement may only be amended in writing and after formal approval at a public meeting has been given by both Party's Boards and signed by authorized representatives of each Board. Any amendment to this Intergovernmental Agreement must be reduced to writing, signed by authorized representatives of each Board, and attached to this Intergovernmental Agreement.

6. Term and Renewal of Intergovernmental Agreement

This Intergovernmental Agreement shall be in full force and effect from July 1, 2023 ("Effective Date"), and shall continue for the period of five years ("Term") and renewed or terminated at the end of the Term unless terminated earlier pursuant to the terms of this Paragraph 6.

Either undersigned party may terminate this Intergovernmental Agreement during the Term without cause provided thirty (30) days' written notice has been given to the other undersigned party.

7. Savings Clause

It is mutually understood and agreed that all agreements and covenants herein, including all addenda, are severable and that in the event any of them shall be held invalid by a court of competent jurisdiction, this Intergovernmental Agreement shall be interpreted as if such invalid agreement, covenant, or addendum were not contained herein.

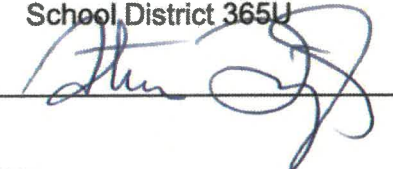
8. Notice

Any notice required to be given under this Intergovernmental Agreement shall be sufficient if it is in writing and sent by mail, to the LIBRARY DISTRICT Board of Trustees at 300 West Briarcliff Road, Bolingbrook, IL, 60440, and to the SCHOOL DISTRICT's address at 801 West Normantown Road, Romeoville, IL, 60446.

IN WITNESS WHEREOF, the Parties hereto have caused this Intergovernmental Agreement to be executed by their respective Presidents and Secretaries pursuant to Resolutions duly adopted by the Boards of the LIBRARY DISTRICT and SCHOOL DISTRICT as of the day and year first above written.

For: Valley View Community Unit
School District 365U


For: Fountaindale Public Library District

BY: 

BY: 

ATTEST:

ATTEST:

BY: 

BY: 

DATE: 2/6/23

DATE: _____

APPENDIX A

Rights and Responsibilities of Teacher Cards

-To obtain a Teacher Card, the SCHOOL DISTRICT or each individual School must submit a list of all teachers to the LIBRARY DISTRICT. Cards cannot be issued without a list of teachers sent from the district or from each individual school.

-Teacher Cards can only be used at the LIBRARY DISTRICT and are issued for August-July of the current school year.

-While issued to a teacher, their school district is the actual card holder and is responsible for paying for any items that are lost or damaged. Lost and damaged fees for items will be charged to the school or district.

-The SCHOOL DISTRICT must update the LIBRARY DISTRICT immediately of any changes to the list of teachers previously submitted at the start of the school year.

-New cards cannot be issued and previous cards cannot be renewed for each individual School until any fees owed for lost or damaged items are paid.

- Each year the LIBRARY DISTRICT will renew cards of any teachers who remain on the approved list of teachers received from the SCHOOL DISTRICT.

- This card will permit teachers to place holds and take materials out of the LIBRARY DISTRICT without using their personal library card. It will also give them access to LIBRARY DISTRICT online resources and to LIBRARY DISTRICT spaces.

-Materials will be checked out for four weeks, and may be renewed in person, by phone or online, if there are no holds placed against them.

Ordinances

**ORDINANCE 2008-4 APPROVING INTERGOVERNMENTAL
AGREEMENT WITH VALLEY VIEW COMMUNITY
UNIT SCHOOL DISTRICT NO. 365U AND REQUESTING
CONVEYANCE OF CERTAIN REAL ESTATE
(BROOKS MIDDLE SCHOOL PROPERTY)**

WHEREAS, Valley View Community Unit School District No. 365U (the "School District") and the Fountaindale Public Library District (the "Library") are, respectively, a school district and a public library district, both duly and lawfully organized under the laws of the State of Illinois; and

WHEREAS, 50 ILCS 605/1, et seq., the Local Government Property Transfer Act, authorizes the transfer of property between local units of government, including school districts and public library districts; and

WHEREAS, the School District and Library may contract or otherwise associate with each other pursuant to the provisions of Article VII, Section 10 of the Illinois Constitution of 1970 and 5 ILCS 220/1 *et seq.*, which authorize units of local government to contract or otherwise associate among themselves to obtain or share services, to exercise, combine or transfer any power or function, in any manner not prohibited by law; and

WHEREAS, the Library is constructing a new library (the "Facility") on their property located on Briarcliff Road, Bolingbrook, Illinois, said property being adjacent to Brook Middle School's property at 350 Blair Lane, Bolingbrook, Illinois, owned by the School District; and

WHEREAS, facility needs and construction and design plans of the Library require the acquisition by the Library of additional property from the School District, legally described in Exhibit 1 attached hereto and made a part hereof (the "Subject Property") , to which the parties are agreeable subject to the terms of this agreement; and

WHEREAS, the Board of Library Trustees finds and hereby declares that it is necessary, convenient and in the best interests of the residents of the Library to request the transfer of the Subject Property to the Library; and

WHEREAS, the School District and Library desire to establish and implement their mutual understandings with respect to the transfer of property from the School District to the Library and the use of certain facilities of the Library as specified more fully in the Intergovernmental Agreement attached hereto as Exhibit A and made a part hereof;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF LIBRARY TRUSTEES OF FOUNTAINDALE PUBLIC LIBRARY DISTRICT, WILL COUNTY, ILLINOIS, AS FOLLOWS:

SECTION ONE: The recitals set forth hereinabove shall be and are hereby incorporated in this Section One as if said recitals were fully set forth herein.

SECTION TWO: The Board of Library Trustees shall and does hereby request that the School District transfer and convey any and all of its interest in the Subject Property to the Library District so that said property may be utilized for library purposes, and the President and Secretary are hereby authorized and directed to accept delivery of an instrument of conveyance from the Library for the Subject Property and to execute such documents as may be necessary to effectuate the conveyance.

SECTION THREE: The Board of Library Trustees shall and does hereby approve the Intergovernmental Agreement attached hereto as Exhibit A and made a part hereof, and the President and Secretary of the Library shall be and are hereby authorized and directed to execute said Intergovernmental Agreement in substantially the form attached hereto.

SECTION FOUR: Any and all policies, resolutions or ordinances of the Library District which may conflict with this ordinance shall be, and they are hereby, repealed.

SECTION FIVE: This ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED THIS 7th day of October, 2008.

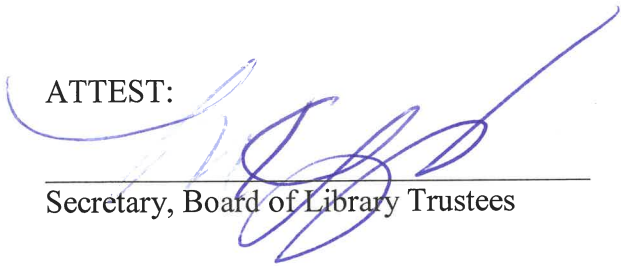
AYES: Bromfield, Newell, Sample, Fox, Spindel, Hargett, Danhof

NAYS: None


ABSENT: None

APPROVED THIS 7th day of October, 2008.

ATTEST:



Secretary, Board of Library Trustees



President, Board of Library Trustees

LKL\135380\10/6/08

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT made and entered into this 7th day of October, 2008, by and between the Valley View Community Unit School District No. 365U, (hereinafter referred to as "School District"), and the Fountaindale Public Library District, an Illinois public library district (hereinafter referred to as "Library").

WITNESSETH:

WHEREAS, the School District and the Library are, respectively, a School District and a public library district, both duly and lawfully organized under the laws of the State of Illinois; and

WHEREAS, 50 ILCS 605/1, et seq., the Local Government Property Transfer Act, authorizes the transfer of property between local units of government, including school districts and public library districts; and

WHEREAS, the School District and Library may contract or otherwise associate with each other pursuant to the provisions of Article VII, Section 10 of the Illinois Constitution of 1970 and 5 ILCS 220/1 et seq., which authorize units of local government to contract or otherwise associate among themselves to obtain or share services, to exercise, combine or transfer any power or function, in any manner not prohibited by law; and

WHEREAS, the Fountaindale Library District is constructing a new library (the "Facility") on their property located on Briarcliff Road, Bolingbrook, Illinois, said property being adjacent to Brook Middle School's property at 350 Blair Lane, Bolingbrook, Illinois, owned by the School District; and

WHEREAS, facility needs and construction and design plans of the Library require the acquisition by the Library of additional property from the School District, legally described in

Exhibit 1 attached hereto and made a part hereof, to which the parties are agreeable subject to the terms of this agreement; and

WHEREAS, the School District and Library desire to establish and implement their mutual understandings with respect to the transfer of property from the School District to the Library and the use of certain facilities of the Library as specified more fully in this Agreement.

NOW, THEREFORE, pursuant to statutory authority and their powers of intergovernmental cooperation, and in consideration of the mutual promises and covenants and conditions hereinafter set forth, it is agreed by and between the parties hereto as follows:

ARTICLE I. PREAMBLES

The foregoing recitals are by this reference fully incorporated into and made a part of this Agreement.

ARTICLE II. PROPERTY TRANSFER, FACILITY USE

2.1. Property Transfer

The Library shall by ordinance declare that it is necessary or convenient for it to use, occupy or improve the real estate held by the School District and described in Exhibit 1 in the construction of a new library at the Briarcliff Road site. After the adoption of said ordinance, the School District shall adopt a resolution passed by the vote of 2/3 of the Board members then holding office approving the transfer the property described in Exhibit 1 to the Library and authorizing the execution of an instrument of conveyance by the appropriate officers to the Library. The property transfer shall be completed on or before December 1, 2008.

2.2. Brooks Improvements.

During the course of the construction of the Facility, the School District shall construct improvements to the Brooks Middle School ("Brooks Improvements") and submit copies of

invoices to the Library for reimbursement for the work done, not to exceed \$100,000.00 in total.

2.3 Library Facility Use.

Upon completion of the improvements to the Facility, the general public shall be permitted to use the Facility's parking lot while attending sports or other events at Brooks Middle School, subject, however, to all applicable rules and policies of the Library. The Library shall hold the School District harmless for any claims of injury to any person or property damage that occurs on Library property as a result of baseballs or other objects related to sports being played at Brooks accidentally entering onto Library property.

2.4 Cooperation.

School District and Library agree to cooperate with each other in furtherance of the purposes of this Agreement.

ARTICLE III. OTHER RIGHTS AND OBLIGATIONS OF THE PARTIES

3.1. Indemnification; Waiver.

Except as provided in Section 2.3 above, the School District and Library each agree to protect, indemnify, save, defend and hold harmless the other party, as well as such party's officers, officials, volunteers, employees, attorneys, representatives, and agents, from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses, including reasonable attorney's fees, which the other party and for which the other party's officers, officials, volunteers, employees, attorneys, representatives and agents may become obligated by reason of any accident injury or death of persons or loss of or damage to property (collectively, "Claims") arising indirectly or directly in connection with or under, or as a result of this Agreement caused solely by virtue of any negligent or grossly negligent act or omission of the negligent party and/or its officers, officials, volunteers, employees, attorneys,

representatives, and/or agents. The indemnification set forth herein shall apply without regard to the availability of insurance coverage or coverage under a self-insurance pool or similar arrangement.

The party providing the indemnification shall be allowed to raise on behalf of the parties any and all defenses statutory and/or common law to such Claim which the other party might have raised, including but not limited to any defense contained within the Illinois Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq.

School District and Library, on behalf of themselves and their respective officers, officials, volunteers, employees, attorneys, representatives, and agents, hereby waive, release and forever discharge any and all existing or future Claims that any of them may have against the other that now or may in the future exist, which Claims arise from, relate to, or are connected with this Agreement, except Claims relating to the breach of this Agreement.

ARTICLE IV. LEGAL RELATIONSHIPS AND REQUIREMENTS

4.1. Entire Agreement.

This Agreement incorporates the full and complete understanding of the parties to the exclusion of any terms or provisions not expressly set forth herein.

4.2. Amendments.

This Agreement may be amended from time to time upon the mutual written agreement of the parties hereto. Any such amendment shall be in writing and shall not become effective except upon the enactment of an ordinance or resolution of each of the respective governing authorities of the parties, authorizing the execution of the proposed amendment.

4.3. Waivers.

No term or condition of this Agreement shall be deemed waived by any party unless the term or condition to be waived and the circumstances giving rise to such waiver are set forth specifically in a duly authorized and written waiver of such party. No waiver by any party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition of this Agreement, nor shall waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or different provisions of this Agreement.

4.4. Notices.

Notices or other writings which either party is required to or may wish to serve upon the other party in connection with this Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Library:

Fountaindale Public Library District
Attn: Director
300 W. Briarcliff Road
Bolingbrook, Illinois 60440

If to School District:

Valley View Community Unit School District No. 365U
Attn: Superintendent of Schools
755 Luther Drive
Romeoville, Illinois 60446

or to such other address as any party may from time to time designate in a written notice to the other party.

4.5. Enforcement.

It is agreed that the parties hereto may in law or in equity, by suit, action, mandamus or any other proceeding, including specific performance, enforce or compel the performance of this

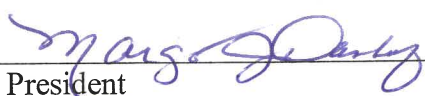
Agreement, provided, however, the parties agree that the rights of the parties shall not include the right to recover a judgment for monetary damages against either party or any elected or appointed official thereof for any breach of any of the terms of this Agreement.

4.6 Term.

The term of this Agreement shall be twenty (20) years from the date this Agreement was made and entered into as first stated, and thereafter shall continue in effect for each subsequent year unless one party notifies the other in writing at least thirty (30) days prior to the anniversary of the execution of this Agreement that the party is terminating this Agreement.

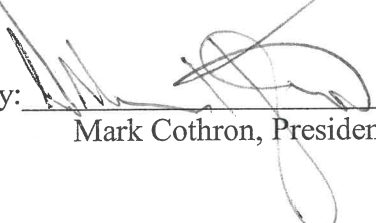
IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their respective officers pursuant to the express authorization of their respective boards, as of the date first above written.


FOUNTAINDALE PUBLIC LIBRARY DISTRICT

By:  _____
President

Attest:  _____
Its: _____

VALLEY VIEW COMMUNITY UNIT SCHOOL DISTRICT NO. 365U

By:  _____
Mark Cothron, President

Attest:  _____
Elizabeth Campbell, Secretary

**ORDINANCE 2010-3 APPROVING INTERGOVERNMENTAL
AGREEMENT WITH VALLEY VIEW COMMUNITY
UNIT SCHOOL DISTRICT NO. 365U AND REQUESTING
CONVEYANCE OF CERTAIN REAL ESTATE
(BROOKS MIDDLE SCHOOL PROPERTY)**

WHEREAS, Valley View Community Unit School District No. 365U (the "School District") and the Fountaindale Public Library District (the "Library") are, respectively, a school district and a public library district, both duly and lawfully organized under the laws of the State of Illinois; and

WHEREAS, 50 ILCS 605/1, et seq., the Local Government Property Transfer Act, authorizes the transfer of property between local units of government, including school districts and public library districts; and

WHEREAS, the School District and Library may contract or otherwise associate with each other pursuant to the provisions of Article VII, Section 10 of the Illinois Constitution of 1970 and 5 ILCS 220/1 et seq., which authorize units of local government to contract or otherwise associate among themselves to obtain or share services, to exercise, combine or transfer any power or function, in any manner not prohibited by law; and

WHEREAS, the Library is constructing a new library (the "Facility") on their property located on Briarcliff Road, Bolingbrook, Illinois, said property being adjacent to Brook Middle School's property at 350 Blair Lane, Bolingbrook, Illinois, owned by the School District; and

WHEREAS, facility needs for expanded surface parking for the Library require the acquisition by the Library of additional property from the School District, legally described in Exhibit 1 attached hereto and made a part hereof (the "Subject Property") , to which the parties are agreeable subject to the terms of this agreement; and

WHEREAS, the Board of Library Trustees finds and hereby declares that it is necessary, convenient and in the best interests of the residents of the Library to request the transfer of the Subject Property to the Library; and

WHEREAS, the School District and Library desire to establish and implement their mutual understandings with respect to the transfer of property from the School District to the Library and the use of certain facilities of the Library as specified more fully in the Intergovernmental Agreement attached hereto as Exhibit A and made a part hereof;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF LIBRARY TRUSTEES OF FOUNTAINDALE PUBLIC LIBRARY DISTRICT, WILL COUNTY, ILLINOIS, AS FOLLOWS:

SECTION ONE: The recitals set forth hereinabove shall be and are hereby incorporated in this Section One as if said recitals were fully set forth herein.

SECTION TWO: The Board of Library Trustees shall and does hereby request that the School District transfer and convey any and all of its interest in the Subject Property to the Library District so that said property may be utilized for library purposes, and the President and Secretary are hereby authorized and directed to accept delivery of an instrument of conveyance from the Library for the Subject Property and to execute such documents as may be necessary to effectuate the conveyance.

SECTION THREE: The Board of Library Trustees shall and does hereby approve the Intergovernmental Agreement attached hereto as Exhibit A and made a part hereof, and the President and Secretary of the Library shall be and are hereby authorized and directed to execute said Intergovernmental Agreement in substantially the form attached hereto.

SECTION FOUR: Any and all policies, resolutions or ordinances of the Library District which may conflict with this ordinance shall be, and they are hereby, repealed.

SECTION FIVE: This ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED THIS 16th day of September, 2010.

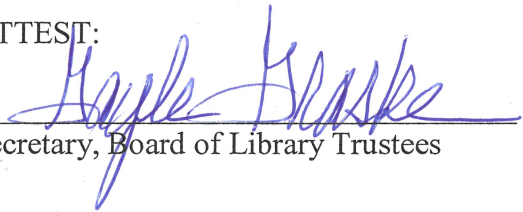
AYES:


NAYS:

ABSENT:

APPROVED THIS 16th day of September, 2010.

ATTEST:


Secretary, Board of Library Trustees


President, Board of Library Trustees

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT, made and entered into this 16th day of September, 2010, by and between the **VALLEY VIEW COMMUNITY UNIT SCHOOL DISTRICT NO. 365U** (hereinafter referred to as "School District") and the **FOUNTAINDALE PUBLIC LIBRARY DISTRICT**, an Illinois public library district (hereinafter referred to as "Library").

WITNESSETH:

WHEREAS, the School District and the Library are, respectively, a school district and a public library district, both duly and lawfully organized under the laws of the State of Illinois; and

WHEREAS, 50 ILCS 605/1, *et seq.*, the Local Government Property Transfer Act, authorizes the transfer of property between local units of government, including school districts and public library districts; and

WHEREAS, the School District and Library may contract or otherwise associate with each other pursuant to the provisions of Article VII, Section 10 of the Illinois Constitution of 1970 and 5 ILCS 220/1 *et seq.*, which authorize units of local government to contract or otherwise associate among themselves to obtain or share services, to exercise, combine or transfer any power or function, in any manner not prohibited by law; and

WHEREAS, the Library is constructing a new library (the "Facility") on their property located on Briarcliff Road, Bolingbrook, Illinois, said property being adjacent to Brook Middle School's property at 350 Blair Lane, Bolingbrook, Illinois, owned by the School District; and

WHEREAS, facility needs for expanded surface parking for the Library require the acquisition by the Library of additional property from the School District; and

WHEREAS, in 2008, the School District conveyed property to the Library (the "2008" Parking Property") pursuant to an intergovernmental agreement between the parties; and

WHEREAS, the Library has determined that some additional property for parking will be required (the "2010 Parking Property"), to be obtained from the School District; and

WHEREAS, the 2010 Parking Property is legally described on Exhibit 1 attached hereto and made a part hereof; and

WHEREAS, the School District and Library desire to establish and implement their mutual understandings with respect to the transfer of the 2010 Parking Property from the School District to the Library and the use of certain facilities of the Library pursuant to the Letter of Intent, attached hereto as Exhibit 2 and made a part hereof, as specified more fully in this Agreement;

NOW, THEREFORE, pursuant to statutory authority and their powers of intergovernmental cooperation, and in consideration of the mutual promises and covenants and conditions hereinafter set forth, it is agreed by and between the parties hereto as follows:

ARTICLE I. PREAMBLES

The foregoing recitals are by this reference fully incorporated into and made a part of this Agreement.

ARTICLE II. PROPERTY TRANSFER, FACILITY USE

2.1. Property Transfer

The Library shall by ordinance declare that it is necessary or convenient for it to use, occupy or improve the 2010 Parking Property held by the School District and described in Exhibit 1 in the construction of a new library at the Briarcliff Road site. After the adoption of

said ordinance, the School District shall adopt a resolution passed by the vote of 2/3 of the Board members then holding office approving the transfer of the 2010 Parking Property described in Exhibit 1 to the Library and authorizing the execution of an instrument of conveyance by the appropriate officers to the Library. The property transfer shall be completed on or before December 1, 2010.

2.2. Brooks Improvements.

During the course of the construction of the Facility, the Library shall construct improvements to the Brooks Middle School ("Brooks Improvements") valued at \$16,000.00. The nature of the Brooks Improvements shall be agreed to by the parties, and the parties shall make best efforts to reach such agreement on or before December 1, 2010. The Library shall retain sole control over the completion of the Brooks Improvements, and School District shall be the sole owner thereof upon completion.

2.3 Library Facility Use.

Upon completion of the improvements to the Facility, the general public shall be permitted to use the Facility's parking lot while attending sports or other events at Brooks Middle School, subject, however, to all applicable rules and policies of the Library. The Library shall hold the School District harmless for any claims of injury to any person or property damage that occurs on Library property as a result of baseballs or other objects related to sports being played at Brooks accidentally entering onto Library property.

2.4 Cooperation.

School District and Library agree to cooperate with each other in furtherance of the purposes of this Agreement.

2.5 Access.

The School District shall have the continuing right to access the easternmost portion of the Brooks Middle School property by means of a 10 foot strip across the 2010 Parking Property (the "Access Strip") in order to mow and maintain said Brooks Middle School property. The Library shall not plant trees or shrubs in the Access Strip, which shall remain clear for access by School District maintenance equipment.

ARTICLE III. OTHER RIGHTS AND OBLIGATIONS OF THE PARTIES

3.1. Indemnification; Waiver.

Except as provided in Section 2.3 above, the School District and Library each agree to protect, indemnify, save, defend and hold harmless the other party, as well as such party's officers, officials, volunteers, employees, attorneys, representatives, and agents, from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses, including reasonable attorney's fees, which the other party and for which the other party's officers, officials, volunteers, employees, attorneys, representatives and agents may become obligated by reason of any accident injury or death of persons or loss of or damage to property (collectively, "Claims") arising indirectly or directly in connection with or under, or as a result of this Agreement caused solely by virtue of any negligent or grossly negligent act or omission of the negligent party and/or its officers, officials, volunteers, employees, attorneys, representatives, and/or agents. The indemnification set forth herein shall apply without regard to the availability of insurance coverage or coverage under a self-insurance pool or similar arrangement.

The party providing the indemnification shall be allowed to raise on behalf of the parties any and all defenses statutory and/or common law to such Claim which the other party might have raised, including but not limited to any defense contained within the Illinois Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.*

School District and Library, on behalf of themselves and their respective officers, officials, volunteers, employees, attorneys, representatives, and agents, hereby waive, release and forever discharge any and all existing or future Claims that any of them may have against the other that now or may in the future exist, which Claims arise from, relate to, or are connected with this Agreement, except Claims relating to the breach of this Agreement.

ARTICLE IV. LEGAL RELATIONSHIPS AND REQUIREMENTS

4.1. Entire Agreement.

This Agreement incorporates the full and complete understanding of the parties to the exclusion of any terms or provisions not expressly set forth herein.

4.2. Amendments.

This Agreement may be amended from time to time upon the mutual written agreement of the parties hereto. Any such amendment shall be in writing and shall not become effective except upon the enactment of an ordinance or resolution of each of the respective governing authorities of the parties, authorizing the execution of the proposed amendment.

4.3. Waivers.

No term or condition of this Agreement shall be deemed waived by any party unless the term or condition to be waived and the circumstances giving rise to such waiver are set forth specifically in a duly authorized and written waiver of such party. No waiver by any party of any

term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition of this Agreement, nor shall waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or different provisions of this Agreement.

4.4. Notices.

Notices or other writings which either party is required to or may wish to serve upon the other party in connection with this Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Library:

Fountaindale Public Library District
Attn: Director
300 W. Briarcliff Road
Bolingbrook, Illinois 60440

If to School District:

Valley View Community Unit School District No. 365U
Attn: Superintendent of Schools
755 Luther Drive
Romeoville, Illinois 60446

or to such other address as any party may from time to time designate in a written notice to the other party.

4.5. Enforcement.

It is agreed that the parties hereto may in law or in equity, by suit, action, mandamus or any other proceeding, including specific performance, enforce or compel the performance of this Agreement, provided, however, the parties agree that the rights of the parties shall not

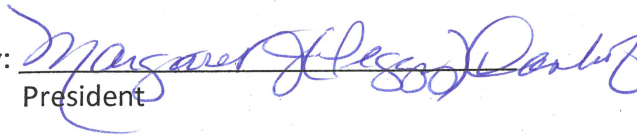
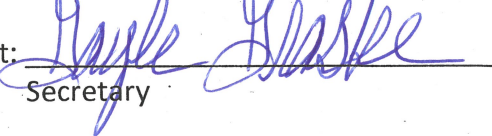
include the right to recover a judgment for monetary damages against either party or any elected or appointed official thereof for any breach of any of the terms of this Agreement.

4.6 Term.

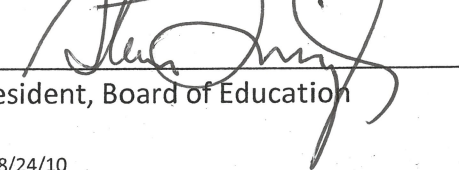
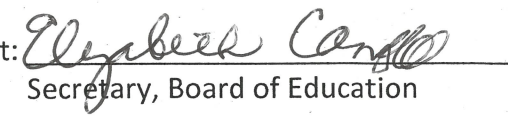
The term of this Agreement shall be twenty (20) years from the date this Agreement was made and entered into as first stated, and thereafter shall continue in effect for each subsequent year unless one party notifies the other in writing at least thirty (30) days prior to the anniversary of the execution of this Agreement that the party is terminating this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their respective officers pursuant to the express authorization of their respective boards, as of the date first above written.

FOUNTAINDALE PUBLIC LIBRARY DISTRICT

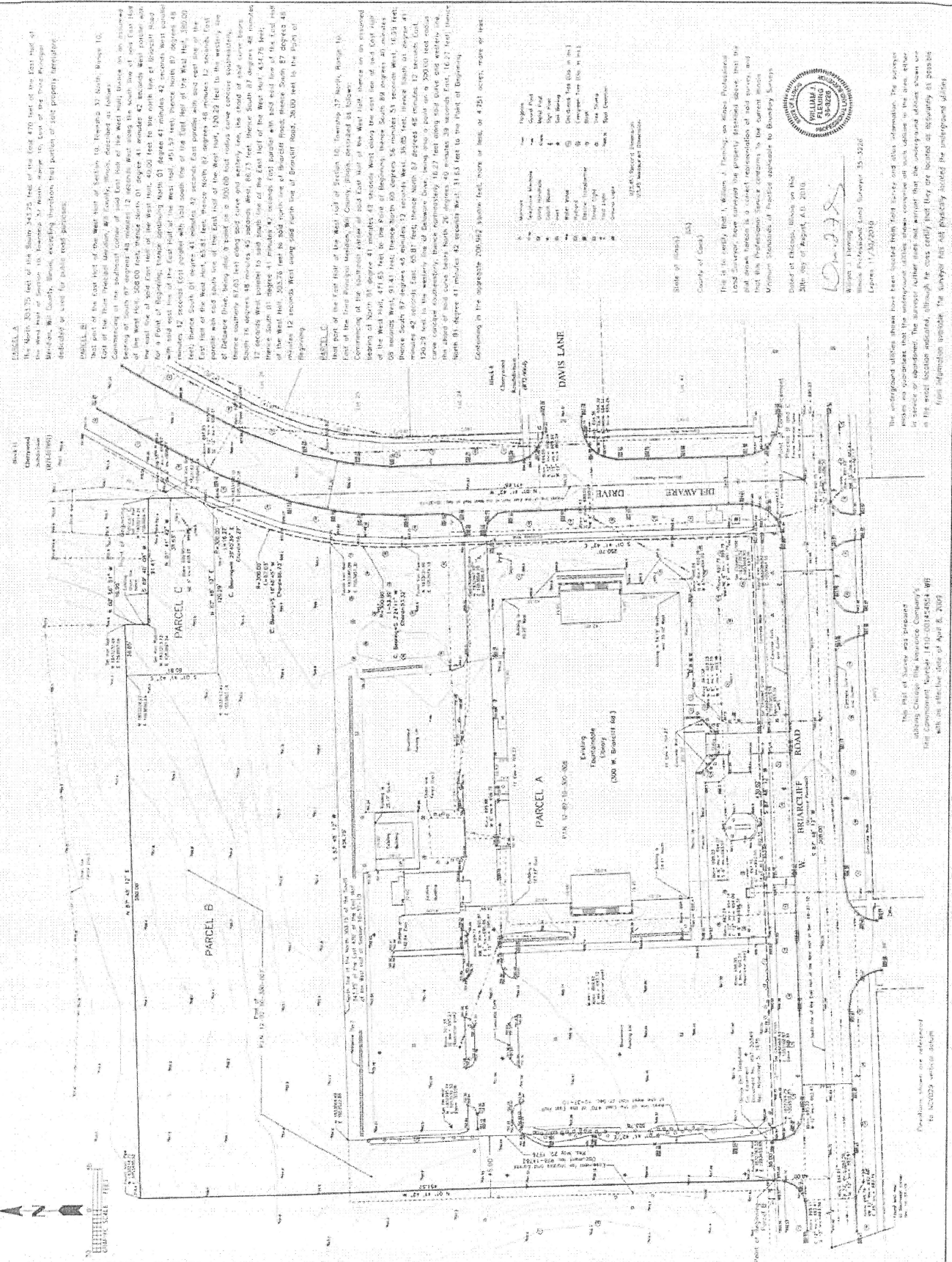
By:  Attest: 
President Secretary

VALLEY VIEW COMMUNITY UNIT SCHOOL DISTRICT NO. 365U

By:  Attest: 
President, Board of Education Secretary, Board of Education

151231W\8/24/10

Other Other tracts in
 this vicinity:
 1. Parcel 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.



PARCEL A
 The North 303.75 feet of the East 470 feet of the East 1/2 of the West 1/2 of Section 16, Township 33 North, Range 10, East of the First Principal Meridian, Will County, Illinois, being described as follows:

PARCEL B
 The East 1/2 of the West 1/2 of the East 1/2 of the West 1/2 of the East 1/2 of the West 1/2 of Section 16, Township 33 North, Range 10, East of the First Principal Meridian, Will County, Illinois, being described as follows:

PARCEL C
 The East 1/2 of the West 1/2 of the East 1/2 of the West 1/2 of the East 1/2 of the West 1/2 of Section 16, Township 33 North, Range 10, East of the First Principal Meridian, Will County, Illinois, being described as follows:

DELAWARE DRIVE
 The Delaware Drive, being 30 feet wide, as shown on the plan, and being a portion of the original right-of-way of the Delaware Drive, as shown on the plan.

DAVIS LANE
 The Davis Lane, being 30 feet wide, as shown on the plan, and being a portion of the original right-of-way of the Davis Lane, as shown on the plan.

BRIARCLIFF ROAD
 The Briarcliff Road, being 30 feet wide, as shown on the plan, and being a portion of the original right-of-way of the Briarcliff Road, as shown on the plan.

LEGEND
 - Existing Foundations (Shown on Plan)
 - Easements (Shown on Plan)
 - Right-of-Way (Shown on Plan)
 - Utility Lines (Shown on Plan)
 - Property Lines (Shown on Plan)
 - Bearings and Distances (Shown on Plan)

NOTICE
 This plat is subject to all recorded mortgages, liens, and encumbrances, and to the laws of the State of Illinois, and to the laws of the United States of America, relating to the same.

WILLIAM J. HENNING
 WILLIAM J. HENNING & COMPANY
 PROFESSIONAL LAND SURVEYORS
 1200 N. LAKE STREET, SUITE 400
 CHICAGO, ILLINOIS 60610
 PHONE: 312.944.7800
 FAX: 312.944.7801
 WWW: WWW.WJHSURV.COM

LETTER OF INTENT
Fountaindale Public Library District and Valley View School District

The Fountaindale Public Library District wishes to extend grade level parking at the library site located at 300 West Briarcliff Road, Bolingbrook. The extension of parking is planned for the north side of the library's property line.

Valley View School District owns property that adjoins the property line of the Fountaindale Public Library on its north property line. This property is currently not being used for a specific purpose by Valley View School District.

Fountaindale Public Library has approached Valley View School District about acquisition of this area and Valley View School District has responded that they are willing to transfer this property to ownership by Fountaindale Public Library for a negotiated cost.

A site plan indicating the proposed area is attached as a reference.

In agreement for this transfer, the following requirements will be met:

1. The school district has approval to access the eastern most portion of school district property through the segment of land in question. The school district will use this access for school district lawn mowers to mow the east segment of school district property.
2. No trees or shrubs will be planted in this "access path" lawn area. An "aisle" space of ten feet clear would be sufficient for the school district mowers to maneuver through.

For purposes of reviewing the site plan prepared by Nagle Hartray, this letter of intent should be considered as a preliminary agreement between Valley View School District and Fountaindale Public Library to transfer the property to ownership by Fountaindale Public Library.

FOUNTAINDALE PUBLIC LIBRARY

VALLEY VIEW SCHOOL DISTRICT

Signed: *Margaret A. Perry*

Signed: *[Signature]*

Date: July 15, 2010

Date: 7.22.10

Memos

Attorney-Client Privileged and Confidential

To: Paul Mills
From: John M. O’Driscoll and Caitlin Frenzer
Date: April 14, 2023
Re: Update on Decennial Committee on Local Government Efficiency Act

On June 10, 2022, Governor Pritzker signed The Decennial Committees on Local Government Efficiency Act into law (Public Act 102-1088). Governmental units covered by the Act must create a committee before June 10, 2023, for the purpose of studying local efficiencies and issuing a report to the county board with recommendations regarding efficiency and increased accountability.

Recently, the Decennial Committee on Local Government Efficiency Act was amended by PA 102-1136 (effective 2/10/23). PA 102-1136 makes several revisions to the Act that is of importance to public bodies which are detailed below. Please find a copy of PA 102-1136 [here](#).

1. Governmental Units

It is important to be aware that PA 102-1136 redefined “governmental unit” which affects Act’s applicability. Specifically, the definition of a governmental unit was amended to mean “all entities that levy taxes and are also units of local government as defined in Section 1 of Article VII of the Illinois Constitution, except municipalities and counties.”

Section 1 of Article VII of the Illinois Constitution reads as follows:

“Units of local government’ means counties, municipalities, townships, special districts, and units, designated as units of local government by law, which exercise limited governmental powers or powers in respect to limited governmental subjects, but **does not include school districts.**” (*emphasis added*)

Before the Act was amended it defined a governmental unit as “all units of local government that may levy any tax”. This amendment clarifies that school districts are not required to participate in the Act. The Act still excludes municipalities and counties.

2. Committee Composition:

The Committee must consist of the following members:

- All elected or appointed members of the governing board of the governmental unit;
- At least two residents of the governmental unit who are appointed by the chair of the board with advice and consent of the full board;
- The chief executive officer of the governmental unit;

- Additional members appointed by the Committee Chairperson as deemed necessary.
- The President of the board of the governmental unit is to serve as Chair of the Committee;
- Committee members shall serve without compensation.

3. Committee Duties:

The Committee is charged with:

- Meeting at least three times to carry out responsibilities before submitting a written report, although it can meet more if necessary.
- The law allows for the committee meetings to convene during regularly scheduled meetings of the governmental unit so long as certain conditions such as the Open Meetings Act and quorum requirements are satisfied. However, we strongly recommend a separate meeting be used. One option is to have the Committee meeting scheduled for 30 minutes before the regular board meeting.
- The Act requires public comment for at least three minutes. We recommend that formal rules of public participation in compliance with the Open Meetings Act be adopted.
- At the conclusion of each meeting, a survey of the residents in attendance must be conducted, asking for input and feedback on matters discussed at the meeting.
 - PA 102-1136 clarifies that the required surveys after each of the three meetings can be conducted via email to all residents who attended the meeting and provided a valid email address.
- Study the governmental unit's statutes, ordinances, rules, procedures, powers, jurisdiction, shared services, intergovernmental agreements, and interrelationships with other governmental units and the State.
- Collect data, research, and analysis necessary to prepare a report that summarizes the Committee's findings and recommendations regarding increased accountability and efficiency.
- The report must be submitted to the local County Board within 18 months of the Committee's formation.
 - PA 102-1136 clarifies that if the governmental unit is located in multiple counties, it is required to provide copies of the report to the administrative office of all counties in which the governmental unit is located.
- The report must be available to the public.
- The Committee is dissolved following the submission of the report and a new committee is formed at least once every ten years.
- The Committee is considered a public body under the Freedom of Information Act (FOIA) and must comply accordingly.

4. Governing Board

PA 102-1136 adds the term "governing board" The term governing board is defined as the governing body of the road district, as provided in Division 1 of Article 6 of the Illinois Highway Code, including, but not limited to, the highway board of auditors, the highway commissioner of

a township road district, the township board of trustees, the city council, the municipal president and board of trustees, or the county board, as applicable.

Moreover, PA 102-1136 states that a highway commissioner of a township road district in a county with a population under 400,000 and the township board of the same township may form a joint committee. That joint committee must include the township trustees, the highway commissioner, at least 2 residents of the territory served by the governmental unit appointed by the township supervisor with the advice and consent of the township board, at least one resident of the governmental unit appointed by the highway commissioner; and the township supervisor. Also, the joint committee shall be chaired by the township supervisor and shall issue a joint report with 2 sections, one section for the township and one section for the road district.

5. Mandate Reimbursement

Also, PA 102-1136 amends the State's Mandate Act and states that no reimbursement by the state is required for the implementation of any mandate created by The Decennial Committee on Local Government Efficiency Act.

If you have any further questions regarding this matter, please feel free to reach out to us for assistance.

Policies

Whistleblower Protection

A whistleblower as defined by this policy is an employee of Fountaindale Public Library District who reports an activity that he/she considers to be illegal or dishonest to one or more of the parties specified in this Policy. The whistleblower is not responsible for investigating the activity or for determining fault or corrective measures; appropriate management officials are charged with these responsibilities.

An example of an illegal or dishonest activity is a violation of federal, state or local laws or financial wrongdoing. If an employee has knowledge of or a concern of illegal or dishonest fraudulent activity, the employee is to contact the Executive Director. The employee must exercise sound judgment to avoid baseless allegations. If an investigation results in a finding that the complainant falsely accused another of wrongdoing knowingly and/or in a malicious manner, the complainant will be subject to appropriate discipline, up to and including termination.

Whistleblower protections are provided in two important areas - confidentiality and against retaliation. Insofar as possible, the confidentiality of the whistleblower will be maintained. However, identity may have to be disclosed to conduct a thorough investigation, to comply with the law and to provide accused individuals their legal rights of defense. The Library will not retaliate against a whistleblower. This includes, but is not limited to, protection from retaliation in the form of an adverse employment action such as termination, compensation decreases, or poor work assignments and threats of physical harm. Any whistleblower who believes he/she is being retaliated against must contact the Human Resources Manager or the Executive Director immediately. The right of a whistleblower for protection against retaliation does not include immunity for any personal wrongdoing that is alleged and investigated.

All reports of illegal and dishonest activities will be promptly submitted to the Executive Director who is responsible for investigating and coordinating corrective action. If the complaint is against the Executive Director, the Human Resources Manager should be notified. The Human Resources Manager will in turn bring the complaint to the President and Vice President of the Board of Trustees of the Fountaindale Public Library District.

Employees with any questions regarding this policy should contact the Human Resources Manager or the Executive Director.

FOUNTAINDALE PUBLIC LIBRARY DISTRICT FINANCE POLICY

The Board of Trustees may modify, amend or supplement this policy, as it deems necessary and appropriate.

BUDGET

The Fountaindale Public Library District has a board-approved written budget. This budget is developed annually as a cooperative process between the Board of Trustees, the Executive Director and additional staff members with responsibility for budgetary elements. Each year, the Board of Trustees determines if the District's revenues are adequate to meet the needs of the community. If the revenues are not adequate to meet the needs of the community, the Board of Trustees takes appropriate action.

The District undergoes an annual audit conducted by an accounting firm experienced in working with units of local government.

ROUTINE BANKING PROCEDURES

The Executive Director or designee is authorized to make deposits into appropriate District accounts. Such deposits include, but are not limited to, the deposit of accumulated fees and fines, gifts, donations, grants and tax receipts.

The Executive Director or designee is authorized to transfer funds from one District account to another District account for payment of monthly District bills and payroll subject to any Public Library District Act restrictions.

These monthly bills are approved for payment by the Board of Trustees.

The Executive Director or designee is not authorized to receive cash from District accounts except when the Board of Trustees authorizes such action.

RECEIPTS AND DISBURSEMENTS

Receipts: All moneys received by check or cash shall be deposited promptly. All receipts including checks, cash, ACH or direct deposit should be coded and recorded to the appropriate accounts.

Disbursements: All District disbursements shall be made by means of checks drawn upon the District accounts or by ACH transfers drawn upon District accounts. All such checks shall contain any two (2) of the authorized signatures listed below:

1. Board President

2. Board Treasurer
3. Executive Director
4. Finance Manager

All such ACH transfers shall be made by two (2) of the authorized staff listed below:

1. Executive Director
2. Deputy Director
3. Finance Manager
4. Finance Supervisor

RETURNED CHECKS

A charge shall be applied to a District patron's account for a returned check equal to the charge assessed by local banks. This fee will be reviewed periodically by the Finance Manager. Borrower privileges shall be stopped pending cash payment of this charge.

OUTSTANDING CHECKS

When a check is outstanding for more than six (6) months the Fountaindale Public Library District's Finance Manager, or their designee, shall notify the payee by first class mail that the check was issued and is still outstanding. The letter shall indicate the check number, check date, and the amount of the outstanding check. The payee will have 30 days to claim the outstanding check.

At least once each year, the Finance Manager, or their designee, shall prepare a listing of all checks that have been outstanding for more than six (6) months in which notification was sent to the payee and the check was not claimed. A journal entry will be done to deposit the funds into the District's unclaimed liability account.

The Finance Manager will review the listing of all checks that have been outstanding and deposited into the unclaimed liability account to determine which outstanding checks will be sent (checks dated three (3) years or older) to the State of Illinois, Unclaimed Property Division, per State Statute.

PETTY CASH

Petty cash accounts in amounts of \$500 per account shall be in the form of separate checking accounts for each fund. The following petty cash funds are permitted:

1. Petty Cash Fund – Finance Department
2. Petty Cash Fund – Collection Management

Checks drawn upon the petty cash fund accounts shall be signed by the fund custodian or alternate custodian. The Executive Director or designee shall assign the fund custodians and alternates.

INVOICE PAYMENT PROCESS

1. All appropriate invoices received by the established cut-off date will be processed for payment and presented to the Board of Trustees for approval at the monthly board meeting.
2. If approved, checks will be disbursed and mailed within seven days after the board meeting.
3. The Board of Trustees authorizes the payment of certain invoices prior to the board meeting, subject to the Executive Director's approval as deemed appropriate.
4. Any bills paid prior to the board meeting shall be reported at the subsequent board meeting.
5. Any bills paid after the board meeting shall be reported at the next scheduled board meeting.

PREVAILING WAGE ACT

As a public body, the District is required to follow the Illinois Prevailing Wage Act. Invoices that fall under this Act must follow appropriate State of Illinois requirements.

PROCUREMENT

Purchases of the District are governed by the State of Illinois statutes. It is the policy of the Board of Trustees to, in addition to any statutory requirements, use the most responsible business practices in its purchases.

Generally, when the cost is in excess of \$25,000, contracts shall be let to the lowest responsible bidder. The Board is not required to accept a bid that does not meet the District's established specifications, terms of delivery, quality, and serviceability requirements. Contracts which, by their nature, are not adapted to award by competitive bidding, are not subject to competitive bidding, including but not limited to:

1. contracts for services involving a high degree of professional skill;
2. contracts for the printing of department reports;
3. contracts for the printing of tax warrants or other indebtedness;
4. contracts for the maintenance and servicing of equipment where the maintenance or service can best be made by the manufacturer or authorized service agent of that

equipment

5. contracts for the purchase, delivery, movement or installation of data processing or telecommunications equipment, software or services;
6. contracts for duplicating machines and supplies;
7. contracts for utility services such as water, light, heat, or telephone;
8. contracts for goods or services procured from another government agency;
9. purchases of equipment previously owned by some entity other than the library itself;
10. contracts for goods or services which are economically procurable from only one source
11. contracts for emergency expenditures when approved by $\frac{3}{4}$ of the members of the board.

USE OF CHARGE CARDS BY DISTRICT REPRESENTATIVES

The use of the charge card for purchase of equipment, materials, and services, as payment of expenses intended for the benefit of the District, and as payments related to travel on official District business as determined and approved by the Executive Director, is restricted solely to District staff. Use of the charge card for the benefit of the District is for the convenience of District staff rather than paying personal funds and seeking reimbursement.

The convenience factor of using the charge card for District purposes carries the responsibility of utilizing the District's charge card, strictly and solely for District purposes.

All staff members assigned a District credit card are required to sign a statement upon acceptance of the card stating that personal use of the card may result in sanctions including termination of employment.

MONETARY GIFTS TO THE DISTRICT

The District welcomes cash contributions, gifts of real property, stocks and bonds. The District reserves the right to refuse any gift that it deems to be not in the best interests of the District to accept. All gifts are final with no restrictions on the District's ownership, possession, use, or disposition of the gift. Gifts to the District are to be accepted by the Executive Director on behalf of the Board of Trustees. Gifts valued at \$500 or more shall be approved by the Board of Trustees.

CONTRIBUTIONS

The Executive Director is authorized to make contributions to local organizations which advance the mission of the District. No more than one contribution per organization in a calendar year is allowed without prior approval of the Board of Trustees. The value of the contribution may not exceed \$950 per organization in a calendar year without prior approval of the Board of Trustees. Marketing expenses do not count towards this limit.

DISPOSAL OF SURPLUS DISTRICT PROPERTY

The Board may dispose of real or personal property that it deems no longer necessary or useful for District purposes under the terms that the board deems best. District personal property (i.e. equipment, supplies, etc.) which is no longer necessary or useful for District purposes, may be disposed of in the following manner:

- A. Any District personal property having an individual current value of less than \$250 may, at the discretion of the Executive Director, be discarded, traded in on new equipment, or made available for sale or auction.
- B. Any District personal property having an individual current value of more than \$250 but less than \$1,000 may, at the discretion of the Executive Director, be traded in on new equipment or made available for sale or auction.
- C. Any District personal property having a unit value of more than \$1,000 but less than \$2,500 will be displayed at the District and a public notice of its availability, the date, and terms of the proposed sale shall be posted.
- E. In all other cases, the Board shall publish notice of the availability and location of the real or personal property and the date and terms of the proposed sale, giving such notice once each week for 2 successive weeks. Such notice shall be published in one or more newspapers published within the District, or, if there is no such newspaper, then at least once in a newspaper of general circulation in the District. On the day of a sale conducted pursuant to the provisions of this Section the Board shall proceed with the sale and may sell such property for a price determined by the Board, or, to the highest bidder. Where the Board deems the bids inadequate, it may reject such bids and re-advertise the sale.
- F. Personal property of any value may be donated or be sold to any other tax supported library or to any library system operating under the provisions of the Illinois Library System Act under such terms or conditions as the Board may determine.
- G. No favoritism shall be shown to staff, members of the Board or members of their immediate families who make bids on or purchase any District items declared surplus.

CONFLICT OF INTEREST

Trustees and employees shall use good judgment and exercise discretion in all matters to avoid a conflict of interest situation.

EXPENSES

- A. The District shall reimburse members of the Board for actual and necessary expenses incurred in conducting official business on behalf of the district as determined and approved by the Board.
- B. The District shall reimburse any staff member for actual and necessary expenses incurred while on official District business as determined and approved by the Executive Director.
- C. All expenses incurred by members of the Board of Trustees attending district related conferences, meetings and workshops will be paid for by District as the budget allows.
- D. Reimbursements in this section will be subject to the Local Government Travel Expense Control Act, 50 ILCS 150/1 *et seq.*

BONDING AND LIABILITY

- A. The Executive Director and Board Treasurer have the delegated authority to take necessary steps to buy and sell investments on behalf of the District with Board approval. Because of this responsibility, they are to be properly bonded and/or insured.
- B. When investments are made in accordance with this policy, the Executive Director and Board Treasurer shall not be held liable for a loss resulting from default or insolvency of a depository of District funds.

APPROVED DECEMBER 16, 2021

Fountaindale Public Library District
Public Participation at Board of Trustees Meetings

Rules for Public Comments

The meetings of the Board of Trustees of the Fountaindale Public Library District are open to members of the public. Members of the public have a right to speak at all meetings of the Board of Trustees of the Fountaindale Public Library District. At each regular and special open meeting, members of the public may address the Board subject to reasonable constraints.

1. Members of the public may address the Board only at the appropriate times as indicated on the agenda and when recognized by the Board President.
2. All members of the public shall address their comments to the Board President. The Board President may request that the appropriate member of the Board or Staff respond to the comment at the appropriate time.
3. Comments by members of the public are limited to three minutes. Each member of the public may only speak once. A member of the public may not cede time to another member of the public.
4. Individuals are expected to identify themselves by full name.
5. The Board President shall preserve order and decorum. The Board President shall decide all questions of order.
6. When addressing the Board, members of the public shall avoid personal remarks, the impugning of motives, and merely contentious statements. If any member of the public indulges in such remarks or otherwise engages in conduct injurious to the harmony of the Board and the meeting, the Board President may immediately terminate the opportunity to speak. This decision is at the discretion of the Board President or upon affirmative vote of two-third (2/3rds) of the Board present. Any person, except a member of the Board, who engages in disorderly conduct during a meeting, may be ejected from the meeting upon motion passed by a majority of the Board present.
7. Petitions or written correspondence to the Board shall be presented to the Board at the next regularly scheduled Board meeting.
8. Individuals may record the open portion of meetings. Recording shall not interfere with the overall decorum and proceedings of the meeting and shall not interfere with the rights of other individuals.
9. Individuals addressing the Board shall adhere to all District policies.
10. The President shall have the authority to determine reasonable procedures regarding public participation not otherwise defined in Board policy.

APPROVED DECEMBER 21, 2017

Fountaindale Public Library District Trustee Ethics Policy

The Fountaindale Public Library is dependent on the trust of its community to successfully achieve its mission. Therefore, it is crucial that all board members conduct business on behalf of the Fountaindale Public Library with the highest level of integrity, avoiding any impropriety or the appearance of impropriety.

Guiding Principles:

~Board members should uphold the integrity of the Fountaindale Public Library and should perform their duties impartially and diligently.

~Board members should not engage in discrimination of any kind including that based on race, class, ethnicity, religion, sex, sexual orientation, gender identity, or belief system.

~Board members should protect and uphold library patrons' right to privacy in their use of the library's resources.

~Board members should avoid situations in which their personal interests, activities, or financial affairs are likely to be perceived as being in conflict with the best interests of Fountaindale Public Library.

~Board members should avoid having interests that may reasonably bring into question their position in a fair, impartial and objective manner.

~Board members should not knowingly act in any way that would reasonably be expected to create an impression among the public that they are engaged in conduct that violates their trust as board members.

~Board members should not use or attempt to use their position with the Fountaindale Public Library to obtain unwarranted privileges or advantages for themselves or others.

~Board members should not be swayed by partisan interests, public pressure, or fear of criticism.

~Board members should not denigrate the organization or fellow board members or employees in any public arena.

Therefore:

Fountaindale Public Library's reputation as an organization of unimpeachable integrity, each board member will sign this ethics policy at every biennial board reorganization during their tenure as a board member with the Fountaindale Public Library District.

Compliance:

If any board member appears to be in conflict with the Guiding Principles above, he or she will be asked to meet with the Board of Trustees to discuss the issue. The Board of Trustees will take action-based on their findings.

APPROVED JUNE 17, 2021

**FOUNTAINDALE PUBLIC LIBRARY DISTRICT
ILLINOIS
FREEDOM OF INFORMATION ACT**

- I. A brief description of our public body is as follows¹:
- A. Our purpose is to provide materials and services for the recreational, social, informational and educational needs of the community.
 - B. An organizational chart is attached.
 - C. The total amount of our operating budget for FY 2022/2023 is: \$ \$9,728,000
Funding sources are property (tax levies) and personal property replacement taxes, state and federal grants, fines, charges and donations.²
 - D. The office is located at this address: 300 West Briarcliff Road, Bolingbrook, Illinois 60440.
 - E. We have approximately the following number of persons employed:
 - 1. Full-time 60
 - 2. Part-time 46
 - F. The following organization exercises control over our policies and procedures: The Fountaindale Public Library District Board of Library Trustees, which meets monthly on the third Thursday of each month, 7 p.m., at the library.
 - G. Its members are: Robert A. Kalnicky, President; Celeste Bermejo, Vice President; Marcelo Valencia, Secretary; Kathryn J. Spindel, Treasurer; Bobby Armstrong, and Sarah Siska.
 - H. We are required to report and be answerable for our operations to:
Illinois State Library, Springfield, Illinois. Its members are: State Librarian, Jesse White (Secretary of State); Director of State Library, Greg McCormick and various other staff.

¹ If the public body maintains a website, the information in Section I must be posted there as well.

² Delete any source that does not apply, e.g. personal property replacement taxes.

II. You may request the information and the records available to the public in the following manner:

- A. Use request form (see attached).
- B. Your request should be directed to the following individual: Paul Mills or Jennie Nguyen, FOIA officers.³
- C. You must indicate whether you have a “commercial purpose”⁴ in your request.⁵
- D. You must specify the records requested to be disclosed for inspection or to be copied. If you desire that any records be certified, you must specify which ones.
- E. To reimburse us our actual costs for reproducing and certifying (if requested) the records, you will be charged the following fees:
 - There is a \$1.00 charge for each certification of records.
 - There is no charge for the first fifty (50) pages of black and white text either letter or legal size;
 - There is a \$.15 per page charge for copied records in excess of 50 pages;
 - The actual copying cost of color copies and other sized copies will be charged.
- F. If the records are kept in electronic format, you may request a specific format and if feasible, they will be so provided, but if not, they will be provided either in the electronic format in which they are kept (and you would be required to pay the actual cost of the medium only, i.e. disc, flash drive, etc.) or in paper as you select.
- G. The office will respond to a written request within five (5) working days or sooner if possible. An extension of an additional five (5) working days may be necessary to properly respond.
- H. Records may be inspected or copied. If inspected, an employee must be present throughout the inspection.
- I. The place and times where the records will be available are as follows:
 - Monday – Friday, 9 a.m. to 4:30 p.m.
 - Fountaindale Public Library, Administration Office

III. Certain types of information maintained by us are exempt from inspection and copying. However, the following types or categories of records are maintained under our control:

- A. Monthly Financial Statements
- B. Annual Receipts and Disbursements Reports
- C. Budget and Appropriation Ordinances
- D. Levy Ordinances
- E. Operating Budgets
- F. Annual Audits
- G. Minutes of the Board of Library Trustees
- H. Library Policies, including Materials Selection
- I. Adopted Ordinances and Resolutions of the Board
- J. Annual Reports to the Illinois State Library

FOUNTAINDALE PUBLIC LIBRARY

³ P.A. 96-542 requires the FOIA designated officer(s), and there can be multiples, must be “trained” with the on-line training program to be developed by the Illinois Attorney General’s office and tested as well, within the first six months of the effective date which is January 1, 2010 (i.e. training and testing by July 1, 2010) AND annually thereafter, and within 30 days of any new appointment.

⁴ “Commercial purpose” is defined in the Act as “the use of any part of a public record or records, or information derived from public records, in any form for sale, resale, or solicitation or advertisement for sales or services.” However, there are exceptions for news media, non-profits, scientific and academic organizations for disseminate news, articles or opinions of public interest, or research or education.

⁵ In the event a “commercial interest” is involved, additional questions can be asked of the requestor by the public body FOIA officer in order to determine the classification, then the public body has up to 21 days to respond and either deny the request based on exemptions or undue burden; or estimate the time and cost of the copying for prepayment; or provide the documents requested.

FREEDOM OF INFORMATION REQUEST

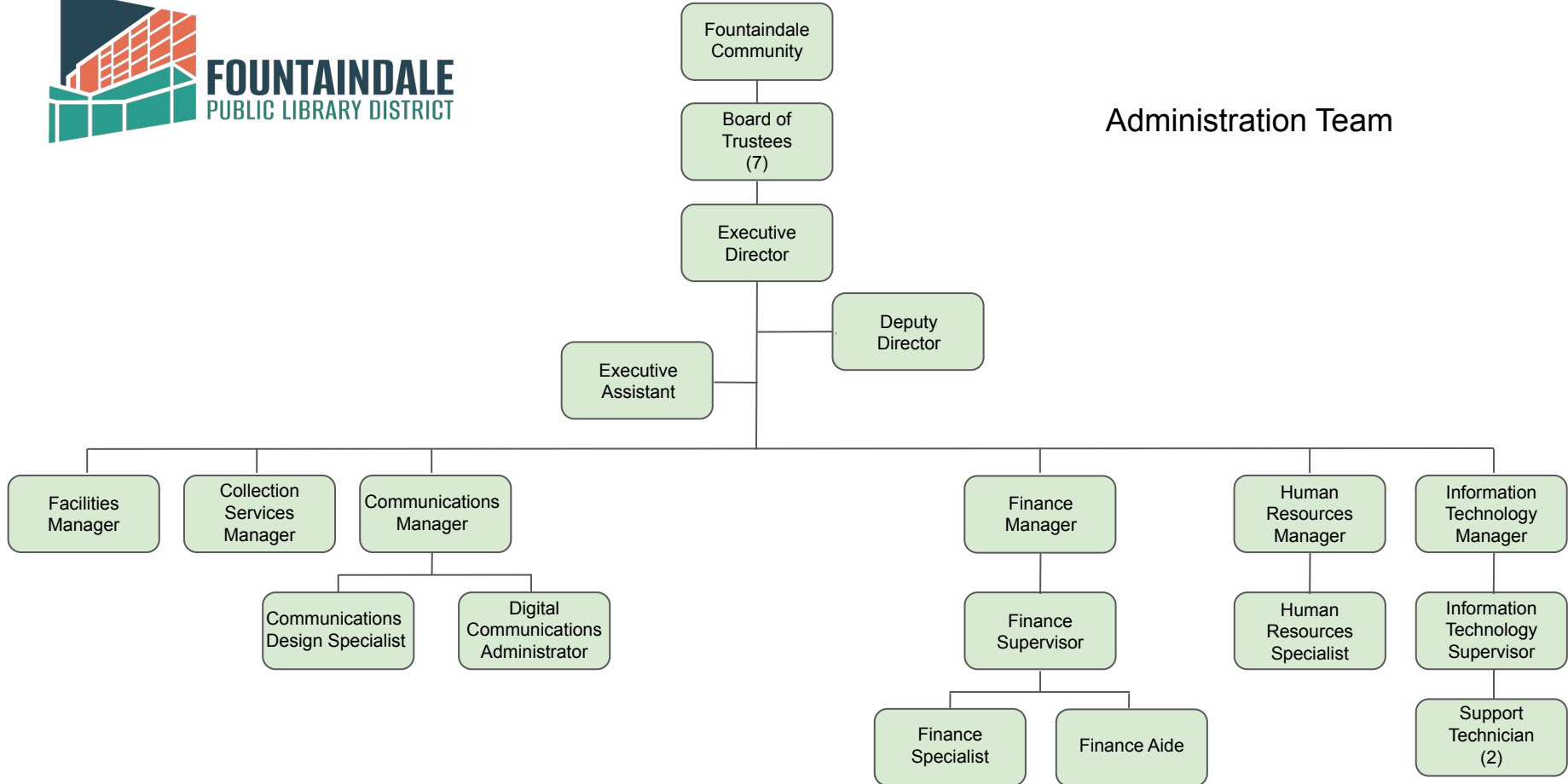
Requestor's Name (or business name, if applicable)	Date of Request	Phone number
Street Address	Certification requested: _____ Yes _____ No	
City	State	Zip
Description of Records Requested:		
Is the reason for this request a "commercial purpose" as defined in the Act? ___ Yes ___ No		
<i>Library Response (Requestor does not fill in below this line)</i>		
A P P R O V E D	<input type="checkbox"/> The documents requested are enclosed. <input type="checkbox"/> You may inspect the records at _____ on the date of _____. <input type="checkbox"/> The documents will be made available upon payment of copying costs of \$ _____. <input type="checkbox"/> For "commercial requests" only: the estimated time of when the documents will be available is _____, at the prepaid costs stated above.	
D E N I E D	<input type="checkbox"/> The request creates an undue burden on the public body in accordance with Section 3(g) of the Freedom of Information Act, and we are unable to negotiate a more reasonable request. <input type="checkbox"/> The materials requested are exempt under Section 7 _____ of the Freedom of Information Act for the following reasons: _____ _____ Individual(s) that determined request to be denied and title: _____ _____ In the event of a denial, you have the right to seek review by the Public Access Counselor at (217) 558-0486 or 500 S. Second Street, Springfield, IL 62705 Or you have the right to judicial review under section 11 of FOIA. <input type="checkbox"/> Request delayed, for the following reasons (in accordance with 3(e) of the FOIA): _____. You will be notified by the date of _____ as to the action taken on your request.	

NOTE: This form cannot be MANDATORY under FOIA, but it is preferred. Failure to use it may result in the request not being properly or promptly processed.

FOIA Officer	Date of Reply
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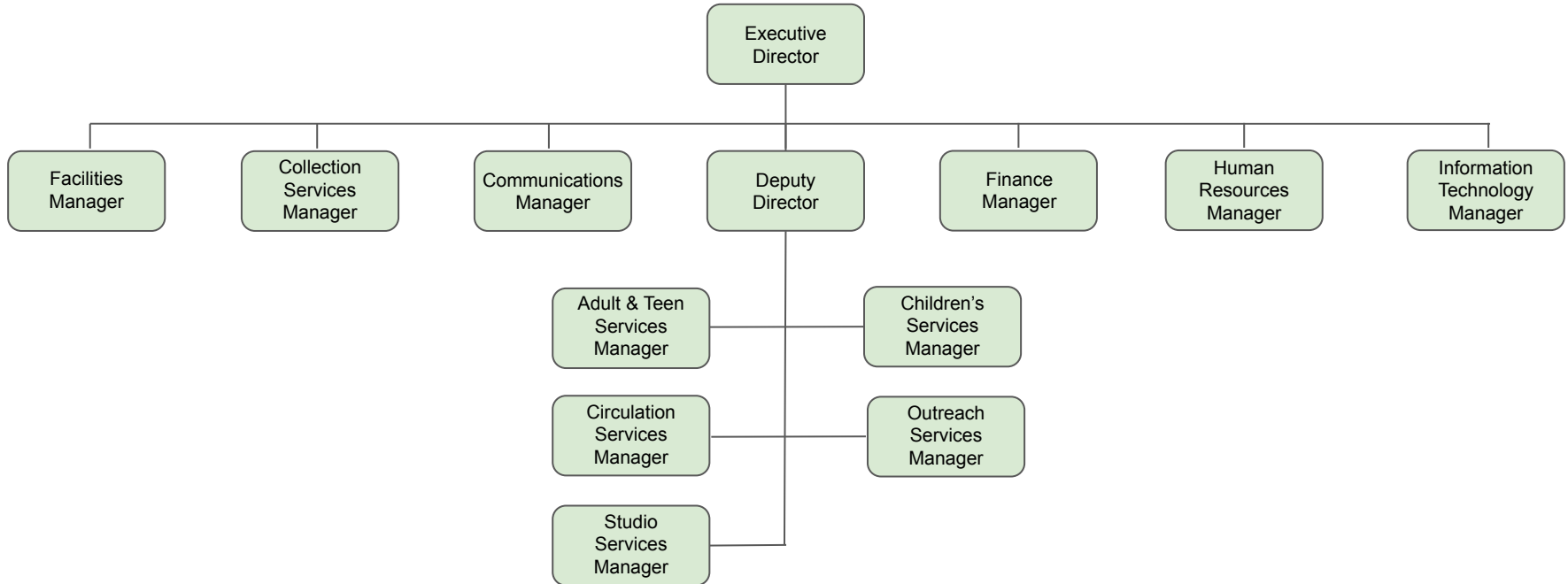


Administration Team



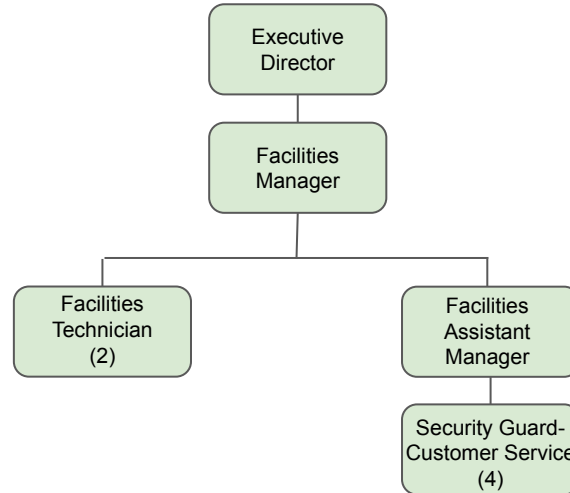


Management Team



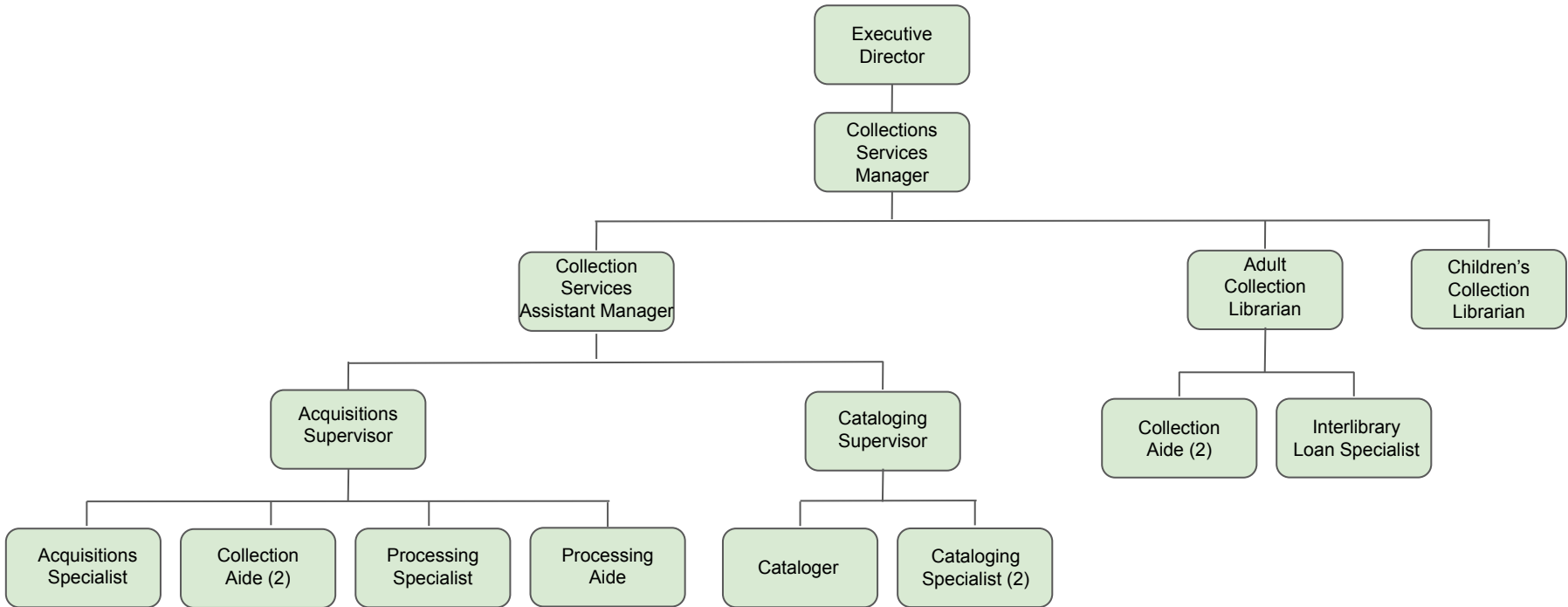


Facilities Operations



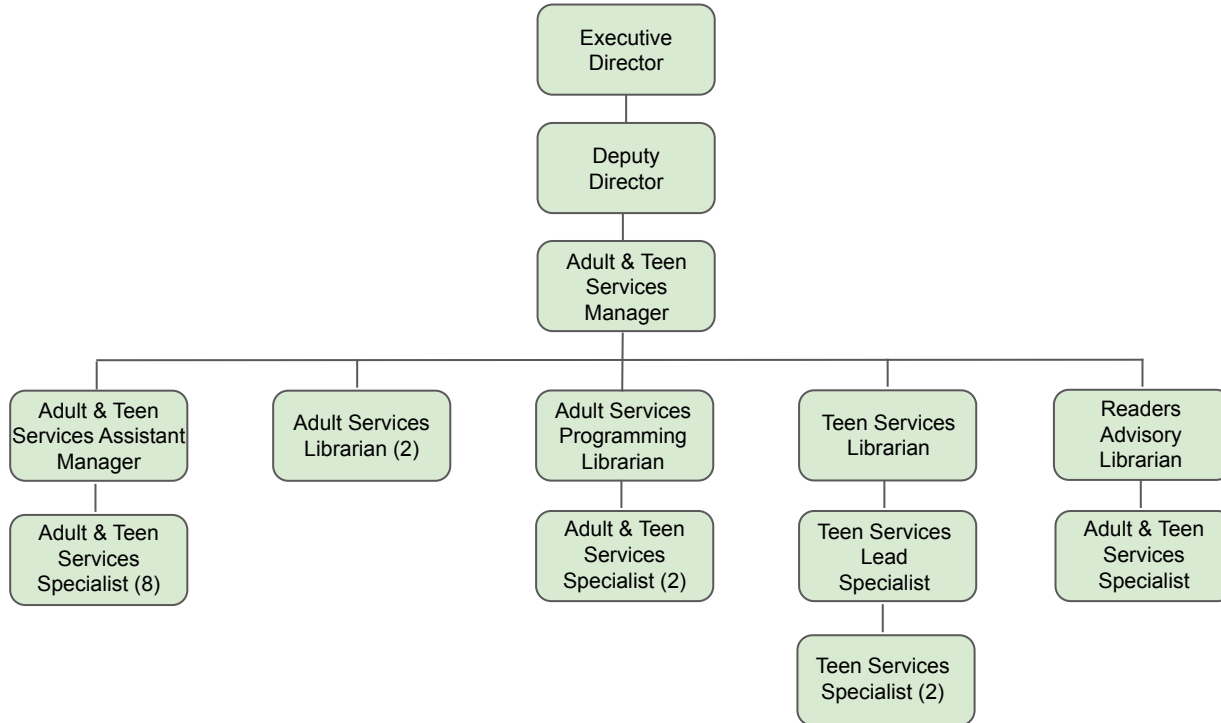


Collection Services



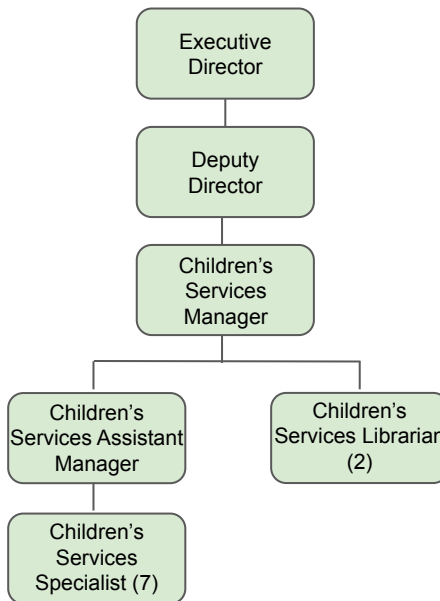


Public Services: Adult and Teen Services



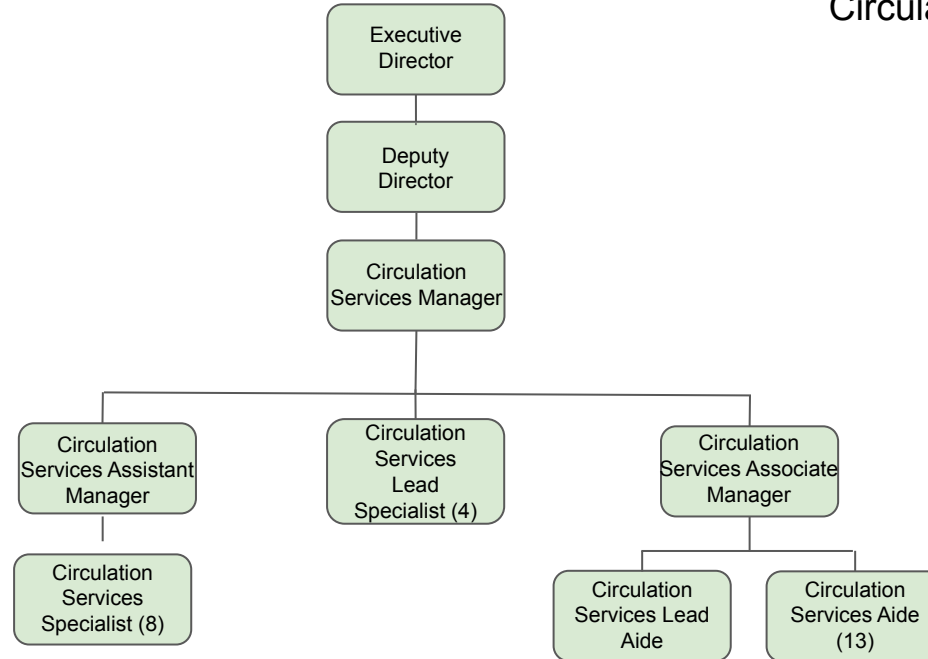


Public Services: Children's Services



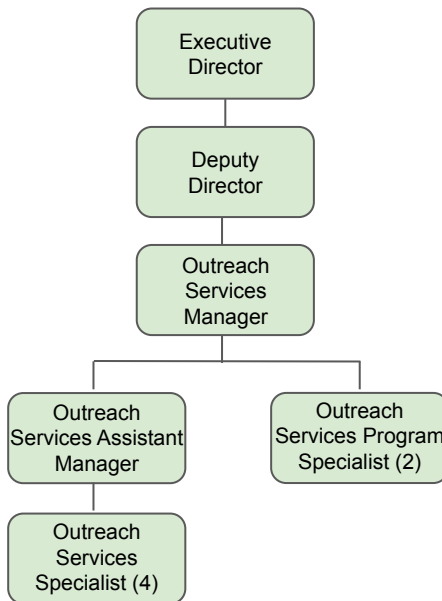


Public Services: Circulation Services



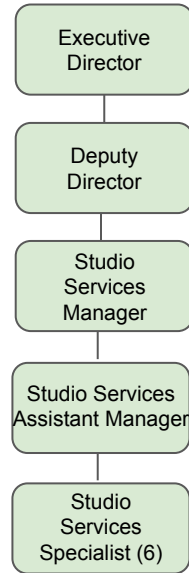


Public Services: Outreach Services





Public Services: Studio Services



Reports

Local Government Efficiency and Size in Illinois: *Counting Tax Revenues, Not Governments*

Prepared for the
Township Officials of Illinois
By Wendell Cox

Local Government Efficiency and Size in Illinois: Counting Tax Revenues, Not Governments

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EXECUTIVE SUMMARY

1. The Illinois Financial Crisis

There is considerable concern about the fiscal situation in the state of Illinois. The Illinois financial crisis is, broadly speaking, the result of taxes, spending and debt that is too high. There is general agreement that strong steps need to be taken to improve financial performance.

The financial crisis has generated a number of policy proposals. One of these is to reduce the number of local governments through consolidation or abolishment. A fundamental assumption of proponents is that the high levels of taxation in Illinois are significantly driven by the states large number of local governments, the highest figure in the nation. This view assumes that larger governments tax and spend less per capita, a “bigger is better” perspective. Moreover, township governments have been a regular subject for proposed consolidations and abolishment.

This report examines the extent to which size of government is associated with lower taxation and spending (and borrowing) per capita. Illinois State Comptroller data is used to evaluate these factors by size of municipal government. Further, township financial performance is compared to that of other governments in the state. Finally, the Illinois situation is compared to that of other states.

The report provides a review of the potential for local government consolidations and abolishments to play a material role in solving the Illinois financial crisis.

2. Illinois Government Fiscal Performance by Size

The analysis indicates that, in 2014, there was a strong relationship between the size (population) of local governments and their fiscal performance. Overwhelmingly, greater financial resources were required as the size of local government increased. Larger governments required more overall total tax support per capita (including local taxation and state taxation used by local governments), taxed more per capita, and spent more per capita. Larger units of government also tended to borrow more per capita than smaller units of government. These relationships are the opposite of what is expected by the “bigger is better” perspective.

To provide value for taxpayers, it is necessary for governments to pay no more than necessary for the goods and services they purchase, including labor. Labor indicators were examined because labor generally represents the largest expenditure item of local government. It was found generally that smaller governments tend to rely on less expensive, part-time labor to a substantially greater degree than larger governments. Further, salaries tended to be substantially lower in smaller units of government, rather than larger units of government.

The results from all of the indicators reviewed are counter to the “bigger is better” assumption. This is further illustrated by an analysis showing that smaller municipal governments tend to collect local taxes that are considerably lower than their percentage of the population.

3. Township Financial Performance

Township financial performance cannot be directly compared to that of cities, villages and towns on a per capita basis because the two types of governments have substantially differing functions. Nonetheless, township performance can be compared at the overall level.

Townships have had a smaller increase in taxation than any other type of government in the state (state, county, municipality, school district and special district) over the past 20 years. Further, township wages and salaries were less than those of other types of Illinois governments. These are indications that township government may be less costly than other local governments.

4. Illinois Compared to Other States

While Illinois has more governments than the other states, when adjusted for population, Illinois ranks 15th. A review of population adjusted governments and taxation per capita among the 50 states in the case of virtually no relationship between the two variables. This may be best illustrated by Hawaii and Maryland, which have fewer population adjusted governments than any other states. Yet in these two states both rank in the top 10 in taxation per capita (and higher than Illinois).

5. Academic Research

Theoretical assertions and feasibility studies often suggest that consolidations and abolishments save money. However, the literature on consolidation and abolishment rarely shows, little or no savings after consolidations and abolishments have been implemented.

6. Underlying Factors

Perhaps the most important reason that consolidations and abolishment result in higher costs is that it is typical for labor costs to be leveled up to the rates of the more expensive government. For example, should functions be transferred from townships, with their generally lower cost structure, the costs of the transferred services could increase.

7. Counting Tax Revenues, Not Governments

Property taxes are assessed in dollars and have no relationship to the number of governments in an area. The preponderance of the evidence in Illinois shows that smaller municipal governments tend to tax less, spend less, and borrow less than larger municipal governments. Transferring services from the lower cost townships to other levels of government could increase costs. Forcing consolidations and abolitions of local governments could increase taxes and spending.

1. THE ILLINOIS FINANCIAL CRISIS

There is considerable concern about the fiscal situation in the state of Illinois. The Illinois financial crisis is, broadly speaking, the result of taxes, spending and debt that is too high. There is general agreement that strong steps need to be taken to improve financial performance.

As proposals are considered to address the Illinois financial crisis, one strategy is often cited --- consolidation or abolishment¹ of some local government units. This is often predicated on the fact that Illinois has the largest number of local governments in the United States, and an assumption that this leads to higher costs for taxpayers. It is, for example, not untypical for proponents of consolidation and abolishment to refer to the number of lines (taxing entities) on a listed on property tax bill, and to characterize that that as evidence of higher taxes and spending. Proponents of consolidation and abolition have also contended that there is duplication of services between governments, such as between cities, villages and towns and townships. Local governments have defined geographical areas of services and only one government provides the same service within a particular service area.

At the same time, townships have received an extraordinary amount of attention as candidates for abolishment. Consolidation and abolishment advocates assume that the public services performed by townships can be readily assumed by other units of government, with savings for taxpayers. This is not likely to be the case, principally because of the lower cost structure of townships.

These claims, based upon an assumption that larger units of government are less costly per capita than smaller units of government are often supported by anecdotal evidence, but rarely (if ever) by systematic or comprehensive analysis of actual financial performance. In the absence of such evidence, consolidations and abolishments have little or no potential for reducing and present virtually no potential for improving the financial situation of Illinois.

A few years ago, the Township Officials of Illinois retained Wendell Cox Consultancy to review these questions. The resulting policy report *Townships and Local Democracy in Illinois: A Report to the People* found that larger local government units in Illinois tended to be more costly per capita than smaller ones. The report further found that the available indicators of financial performance between townships and other local units of government were generally positive.²

This report, also commissioned by the Township Officials of Illinois provides an updated review of the potential for local government consolidations and abolishments to play a material role in solving the Illinois financial crisis.

This report examines taxing, expenditures and borrowing by Illinois cities, villages and towns to identify patterns with respect to size (size being defined as population). The analysis also includes measures of employment and labor costs. There is also a comparison, from available resources, of township financial performance and other types of government in Illinois.

These issues are analyzed using the latest data (2014) from the state of Illinois Comptroller's office, with additional data from the US Bureau of the Census and other sources.

¹ For the purposes of this report, consolidation and abolishment are considered to be the same. In either case, there is a reduction in the number of governments.

² Wendell Cox, *Local Democracy and the Townships of Illinois: A Report to the People*, Township Officials of Illinois, 2011. <http://www.demographia.com/IL-CoxReport2011.pdf>

2: ILLINOIS GOVERNMENT FISCAL PERFORMANCE BY SIZE

This section analyses financial and labor data by size (population) of cities, villages and towns (municipalities) in the state. The latest State Comptroller of Illinois government database was used, which includes reports from 1,281 reporting cities, villages and towns.

The analyses were divided into two further groups, the 6-county Chicago area (“Chicagoland”) and Downstate, comprising the rest of the state. The purpose of this division was to assess the extent to which any findings are a reflection of geographical location within the two great functional areas of the state.

Jurisdiction medians are used, which reflect the numeric value for the municipality in the middle of the distribution.

2.1 Overall Financial Performance

Annual comparisons are provided for state and local tax support, local taxation, expenditures and debt per person (per capita or per citizen), based on jurisdiction population categories.

State and Local Tax Support per Capita

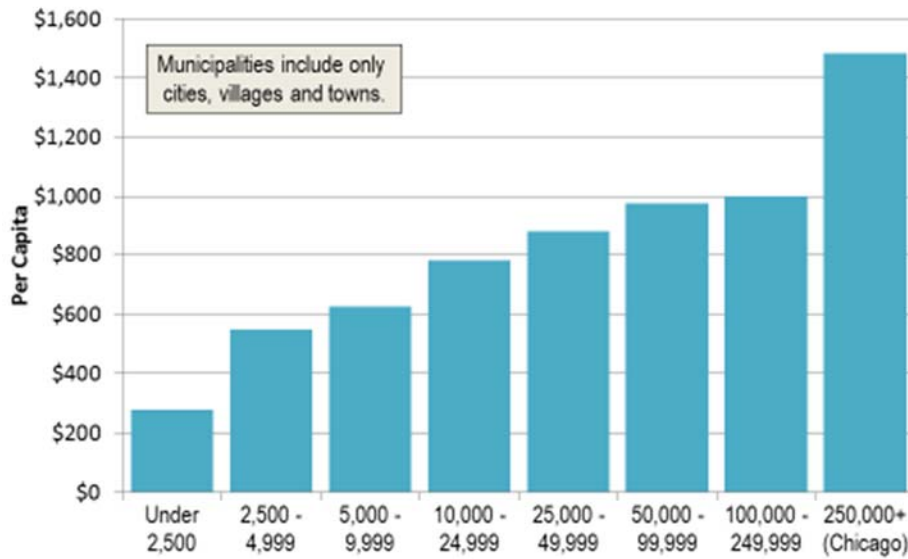
The data indicates that state and local tax support per capita tends to rise strongly as jurisdiction population increases, in a “stair step” relationship. This is contrary to the “bigger is better” perception.

State and local support includes both local tax revenues and state tax revenues used by cities, villages and towns (state income tax, state sales tax, state motor vehicle tax and state replacement tax). The lowest median jurisdictional state and local tax support is in the smallest population category (under 2,500 residents), at \$280. This rises to \$550 in the second smallest category (2,500 to 4,999 residents). Median state and local tax support rises in each higher population category, reaching \$1,000 in the second largest (100,000 to 249,999) and \$1,480 in the largest (250,000 and over). This largest population category includes only the city of Chicago (Figure 1).

Perhaps the best comparison for policy purposes is between the population categories that exclude the smallest population category and the largest (Chicago), which generally have substantially more positive and less positive financial results. Excluding these categories, median state and local tax support nearly twice as high in the second largest category (100,000 to 249,999) as in the second lowest category (2,500 to 4,999).

The same general relationship, indicating higher median state and local tax support in larger, rather than smaller cities, villages and towns is evident both in the 6-state Chicago area and Downstate (Figure 2).

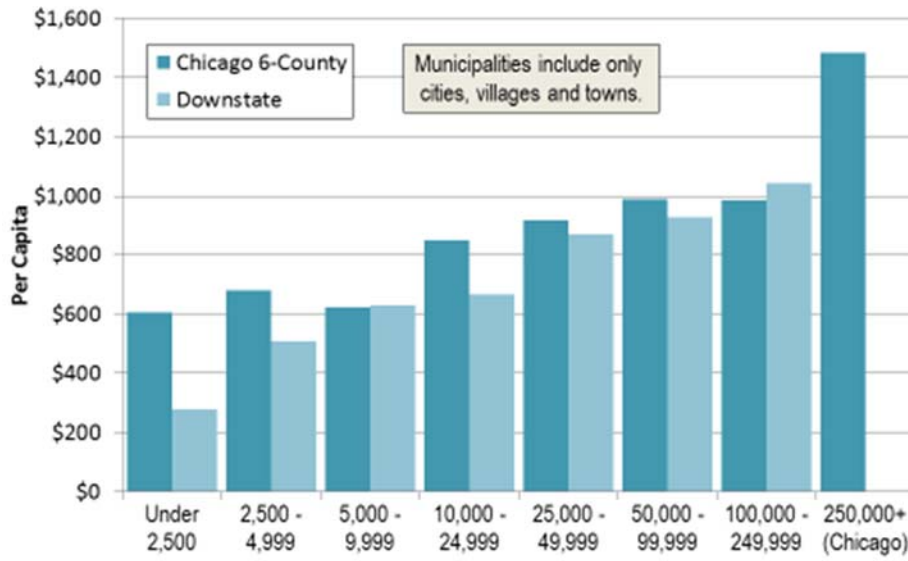
Median Local & State Tax Support per Capita ILLINOIS MUNICIPALITIES: 2014 BY POPULATION



From: Illinois Comptroller data.

Figure 1

Median Local & State Tax Support per Capita CHICAGO & DOWNSTATE MUNICIPALITIES BY POP.



From: Illinois Comptroller data.

Figure 2

Local Taxation per Capita

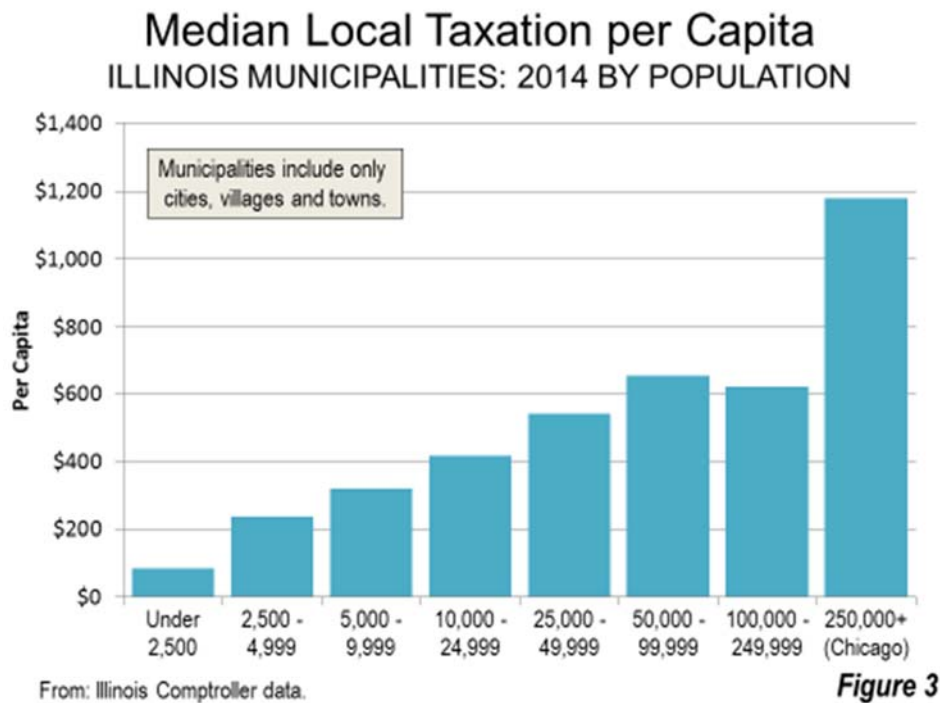
Much of the concern raised about the costs of multiple governments has been related to high local taxes.

The data indicates that median local taxation per capita tends to rise strongly in a “stair step” relationship, as jurisdiction population increases. This is contrary to the “bigger is better” local government perception.

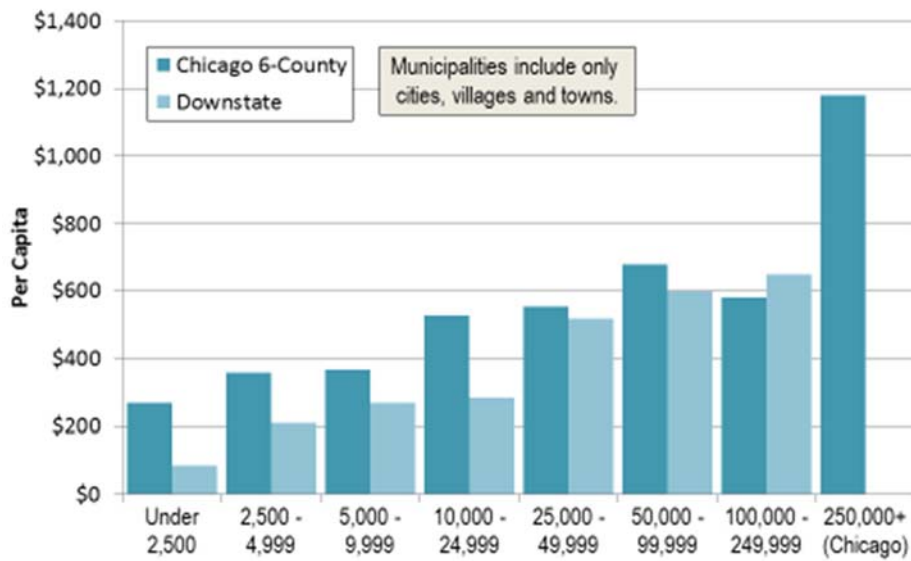
Statewide, the smallest municipal governments (under 2500 residents) had the lowest median local tax revenues per capita, at approximately \$90 annually. The next larger category (2500 to 4999 residents) had the second lowest median tax revenues per capita at approximately \$240 annually. Per capita local taxation generally rose through the population categories to approximately \$620 annually in the second-largest category (100,000 to 249,099 population). The largest category, with just the city of Chicago, had median per capita local tax revenues of approximately \$1180 annually (Figure 3).

Excluding the largest and smallest categories (cities, villages and towns under 2,500 population and Chicago) median state and local tax support was approximately 2.5 times as high in the second largest category (100,000 to 249,999) as in the second lowest category (2,500 to 4,999).

Similar trends, indicating an association between higher median local taxes per capita and larger units of government is indicated both in the 6-county Chicago area and Downstate (Figure 4).



Median Local Taxation per Capita CHICAGO & DOWNSTATE MUNICIPALITIES BY POP.



From: Illinois Comptroller data.

Figure 4

Expenditures

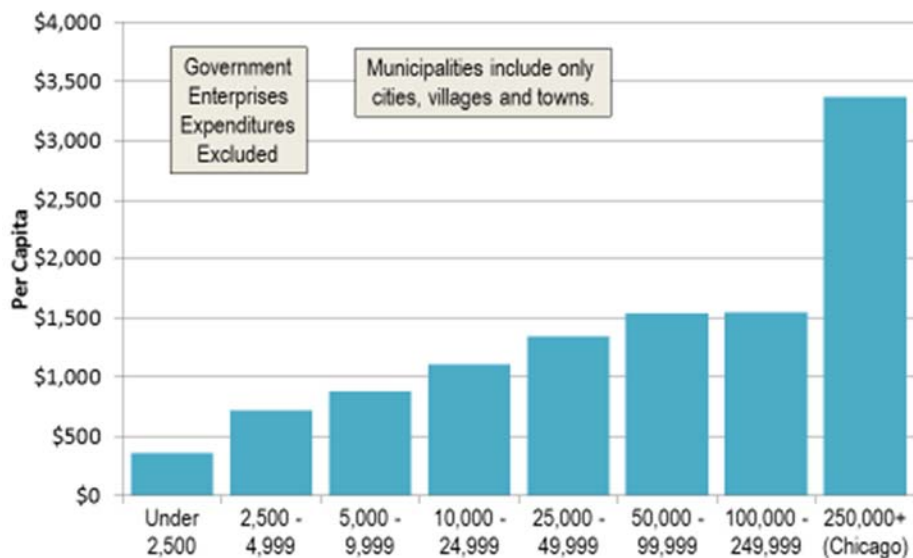
Expenditures per capita (excluding government enterprises such as municipally owned utilities) were reviewed for reporting cities, villages and towns. Expenditures per capita, like taxation, tend to be higher in larger jurisdictions, indicating “stair step” relationship. This is also contrary to the “bigger is better” conception of local government finance.

Median expenditures per capita were lowest in the smallest population category (under 2500 residents), at approximately \$360 annually. In the second smallest population category (2500 to 4999 residents), median expenditures per capita were \$720 annually. This generally rose through the larger population categories to \$1540 annually in the second largest category (100,000 to 249,999 residents). The largest population category, which includes only Chicago had median expenditures per capita of approximately \$3370 annually (Figure 5).

Excluding the largest and smallest categories (cities, villages and towns under 2,500 population and Chicago) expenditures per capita were more than twice as high in the second largest category (100,000 to 249,999) as in the second lowest category (2,500 to 4,999).

As with the measures of taxation, there was a strong association between higher median expenditures per capita and larger units of government in both the 6-county Chicago area and Downstate (Figure 6).

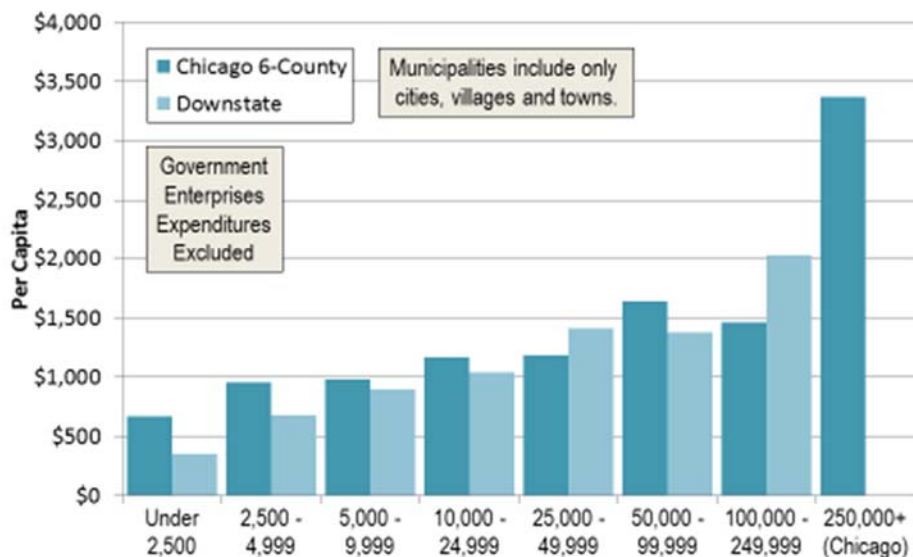
Median Expenditures per Capita ILLINOIS MUNICIPALITIES: 2014 BY POPULATION



From: Illinois Comptroller data.

Figure 5

Median Expenditures per Capita CHICAGO & DOWNSTATE MUNICIPALITIES: 2014 BY POP.



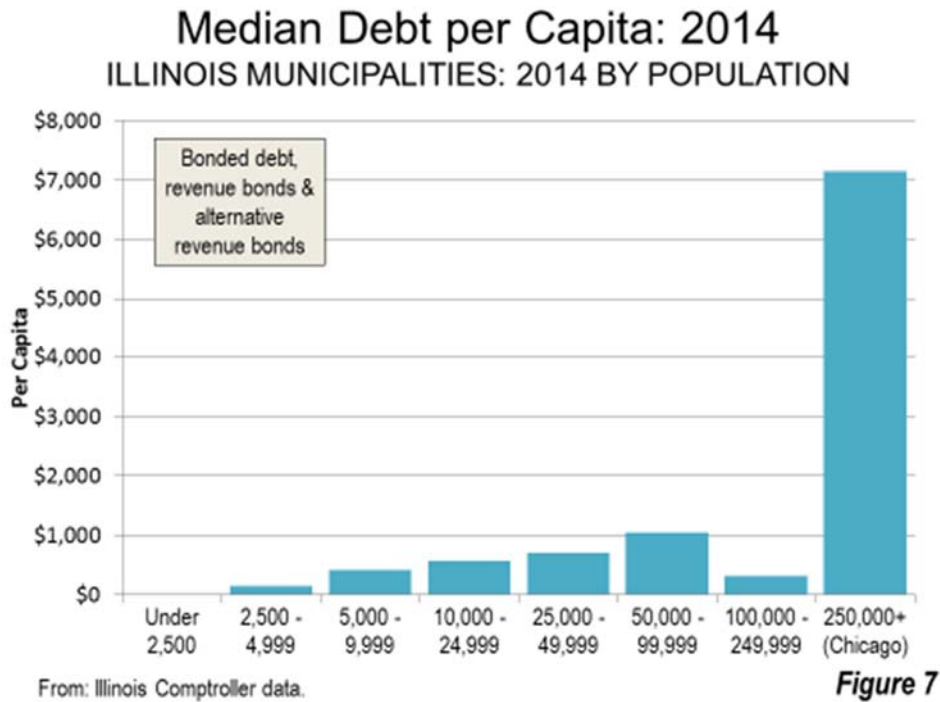
From: Illinois Comptroller data.

Figure 6

Debt

Compared to taxes and expenditures, there is less of a “stair step” relationship between per capita levels of debt³ and government size. However the overall relationship indicates that larger governments tend to have greater debt per capita. This does not, however, apply to all categories. For example, the second highest population category (100,000 to 249,999) has median debt per capita less than all categories except those with under 5000 population. With this exception, however, the “stair step” relationship remains apparent (Figure 7)

There was a strong association between higher median debt per capita and larger units of government in both the 6-county Chicago area and Downstate, with the exception of the 100,000 to 249,999 population category in the Chicago area (Figure 8).



³ The analysis uses debt at the beginning of fiscal year 2013-2014.

Median Debt per Capita: 2014 CHICAGO & DOWNSTATE MUNICIPALITIES BY POP.

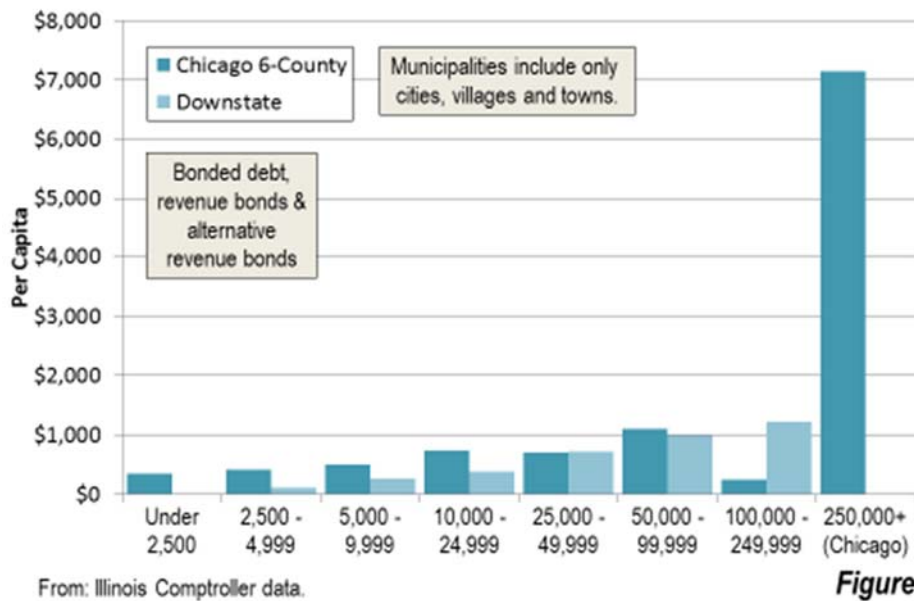


Figure 8

2.2 Labor Indicators

Minimizing taxes requires spending that reflects the purchase of goods and services, including labor, at costs that are no more than necessary (that is, consistent with “market” prices). Labor is generally the largest expenditure item in local governments.

Full-Time and Part-Time Employment

Some Illinois cities, villages and towns make extensive use of part-time labor.

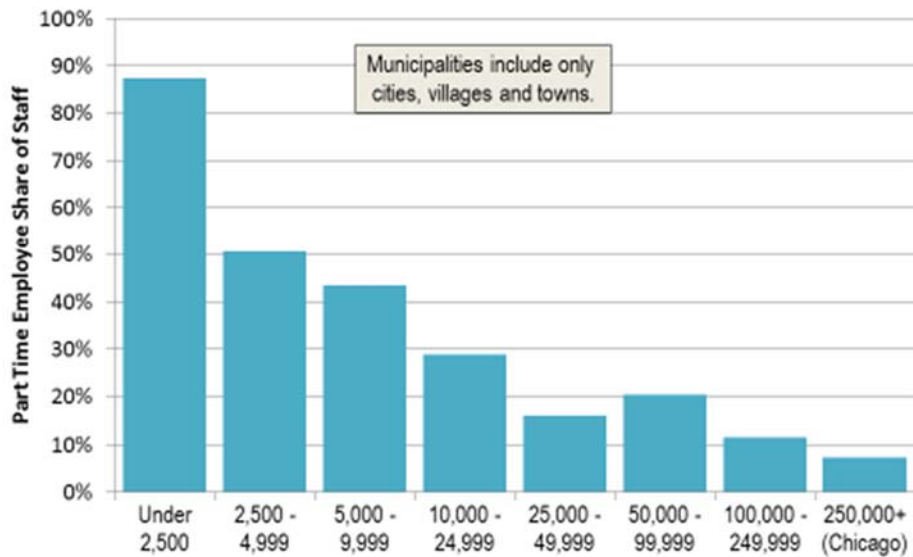
Generally, part-time labor is used to a greater degree in the smaller cities, villages and towns. Because part-time labor tends to be less expensive, this also undermines the “bigger is better” perception.

Among the smallest cities, villages and towns (under 2500 residents), 88 percent of employees are part-time. In the next higher population category, (2500 to 4999 residents), the part-time employment share is approximately 50 percent. The lowest part-time employment share is in the largest population category (250,000 and over), which is the city of Chicago, at 7 percent (Figure 9).

Excluding the largest and smallest categories (cities, villages and towns under 2,500 population and Chicago) part time employment was more that hour times as high in in the second smallest population category (2,500 to 4,999 residents) as in the second largest population category (100,000 to 249,999).

Higher part-employment shares are associated with smaller governments, both in the 6-county Chicago area and Downstate (Figure 10).

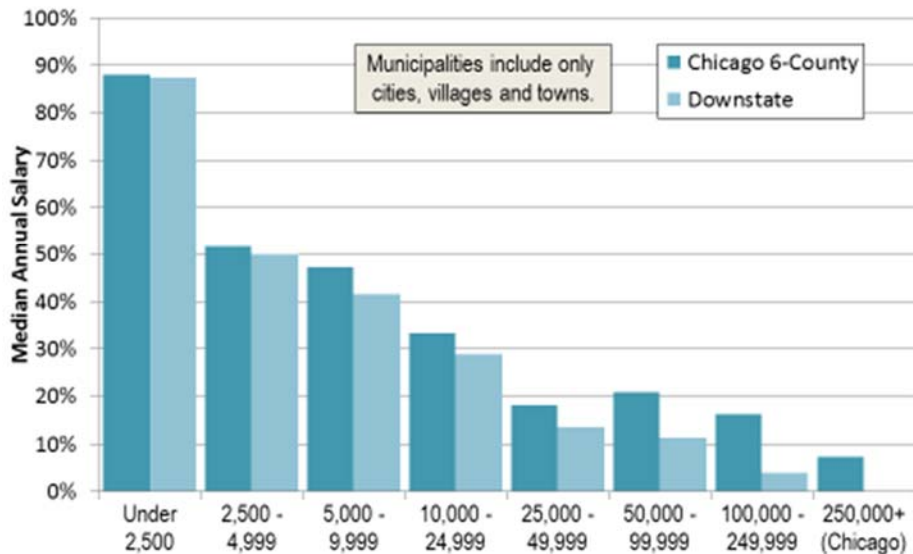
Part Time Employment ILLINOIS MUNICIPALITIES: 2014 BY POPULATION



From: Illinois Comptroller data.

Figure 9

Part Time Employment CHICAGO & DOWNSTATE MUNICIPALITIES BY POP.



From: Illinois Comptroller data.

Figure 10

Salaries

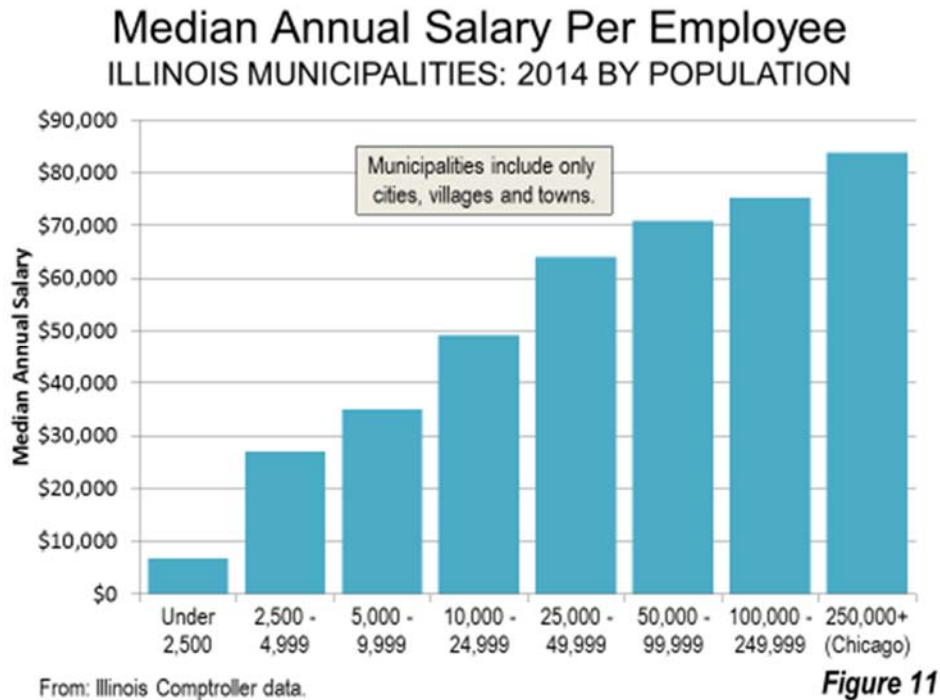
Median employee salaries also rise with population.

The lowest median salaries were in the smallest population category (under 2500 residents), at approximately \$7000 annually.⁴ In the second smallest category (2500 to 4999 residents), the annual median salary was \$27,000. In the second largest population category (100,000 to 249,999 residents) the median annual salary was \$75,000. In Chicago, the median annual salary was \$84,000 (Figure 11).

The median annual salary in the second largest population category (100,000 to 249,999 residents) was nearly 3 times as high as in the second smallest population category (2500 to 4999 residents).

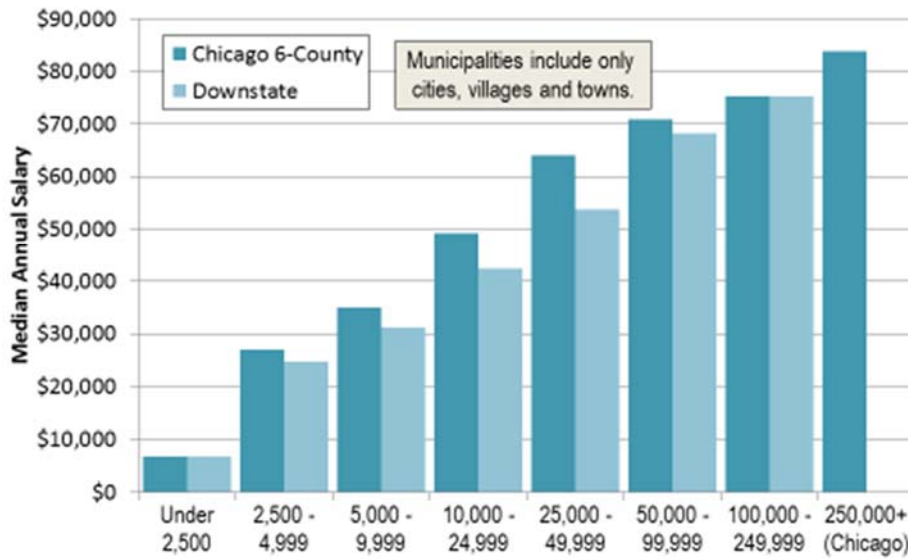
Both in the 6-county Chicago area and Downstate, median salaries tend to be higher in the larger cities, villages and towns (Figure 12).

This data, however is limited, because it does not indicate the extent of full-time and part-time employment (in hours worked). More complete data from the US Census Bureau is provided by type of government level in Section 3.2.



⁴ Rounded to the nearest \$1000.

Median Annual Salary Per Employee CHICAGO & DOWNSTATE MUNICIPALITIES BY POP.



From: Illinois Comptroller data.

Figure 12

2.3: Summary of Performance

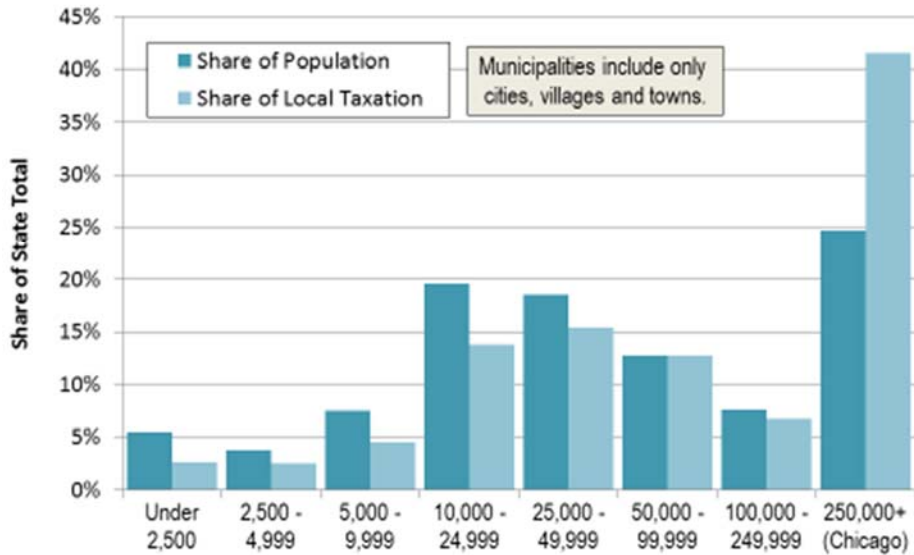
As is noted above, there is a strong relationship between the size of cities, villages and towns in Illinois and their financial performance. In all three general financial indicators reviewed, the data shows that smaller governments, rather than larger governments, tax less per capita, spend less per capita and borrow less per capita. This is the opposite of the “bigger is better” assumption. To some degree, these differences indicate variations in services provided and service levels and differing cost structures are also an important issue. However, in a state deeply concerned about the level of taxes and spending, choices about services, service levels and cost structures are an important contributor to the financial distress.

Another way to look at financial performance is to compare the share of taxing, spending and borrowing in the population categories to their population shares. Local Taxation is used as an example.

Generally, the share (percentage) of the local taxation statewide is less in the smaller population categories and rises in the larger categories (though the largest category is the only one in which the local taxation share exceeds the population share (Figure 13).

The relationship is clearer, if Chicago is excluded from the analysis. Even without Chicago, larger cities, villages and towns tend to tax at a rate more than proportionate to their population (Figure 14).

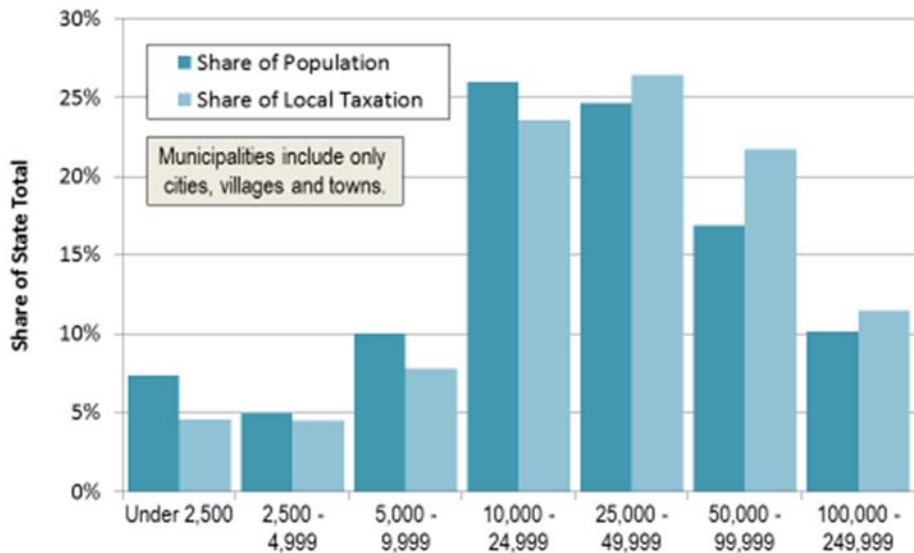
Share of Local Taxes Compared to Population ILLINOIS MUNICIPALITIES: 2014



From: Illinois Comptroller data.

Figure 13

Share of Local Taxes Compared to Population ILLINOIS MUNICIPALITIES (EXCLUDING CHICAGO): 2014



From: Illinois Comptroller data.

Figure 14

3. TOWNSHIP FINANCIAL PERFORMANCE

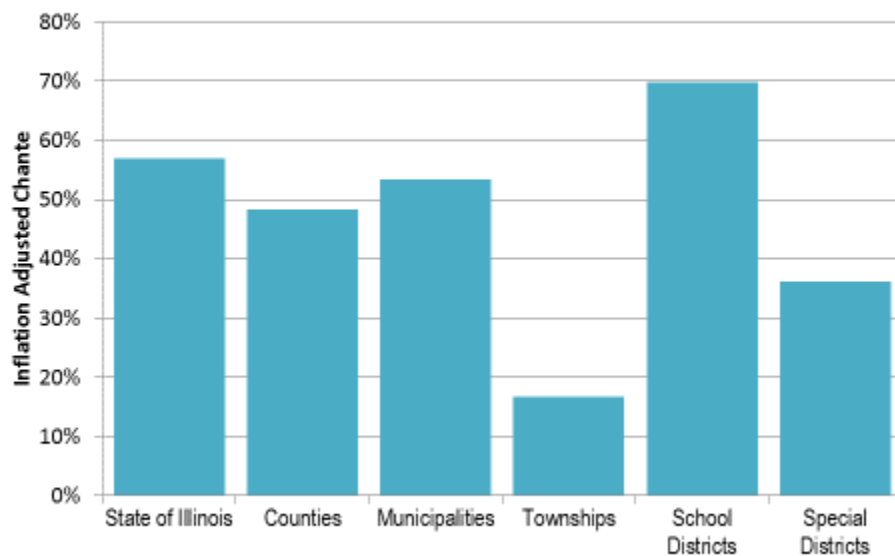
Township financial performance cannot be directly compared to that of cities, villages and towns on a per capita basis because the two types of governments have different functions. This refutes the claim that there is duplication of services between cities, villages and towns and townships. With respect to each public service, townships and cities, villages and towns have exclusive, non— overlapping service areas.⁵

Township services mandated by state law include general assistance, property tax assessment and roads and bridges.

Spending Trend

The favorable fiscal performance of townships is illustrated by their expenditure increase compared to other types of governments in the state. Township government expenditures have risen much less than those of the state and other locals government (counties, cities, villages and towns, school districts and special districts⁶). According to Census Bureau financial data, township expenditures rose 17 percent (adjusted for inflation) between 1992 and 2012 (Figure 15). By contrast, the expenditures of other local government types rose from more than double to more than quadruple that rate (36 percent to 70 percent). State government expenditures rose nearly four times the rate of township expenditures, at 64 percent.

Expenditure Increase by Type of Government
ILLINOIS: 1992 TO 2012: INFLATION ADJUSTED



From: Census Bureau Financial Data.

Figure 15

⁵ An apparent exception is where a jurisdiction contracts a function, such as roads, to another jurisdiction. However, the administration of the particular service remains under the control of the contracting government, which is likely to have entered into the arrangement to improve service. In such an arrangement, there is no duplication of service, since one governmental unit provides the service in any particular geographic area.

⁶ Special districts can be very large. In the Illinois Comptroller databased used in this report, four of the seven largest local governments were special districts, including the Chicago Transit Authority, the Regional Transit Authority, the Metropolitan Water Reclamation District of Greater Chicago and the Chicago Park District.

Wage and Salary Comparison

As noted above (Section 2.2) , the Illinois Comptroller government finance survey does not provide full-time equivalent data, which makes it difficult to compare employee salaries between types of governments.

However, the US Census Bureau surveys governments on an annual basis to obtain salary data, as well as full-time, part-time employee data and part-time hours worked.

An analysis was performed to estimate the average salary in 2013 for full-time employees by types of government in Illinois (the state, counties, cities, villages and towns, townships, school districts and special districts).⁷ The highest full-time average salaries were in the special districts, at \$76,600 annually and the cities, villages and towns, at \$76,300 annually. Both of these figures were more than 55 percent higher than the lowest average salary, which is in the townships (\$49,100). Average county salaries were approximately 20 percent higher than townships, at \$59,700. School district salaries were approximately 30 percent higher than those of townships, at \$63,400. States salaries were approximately 40 percent higher than townships salaries, at \$68,400 (Figure 16).

Townships also had the lowest average wage per hour for part time employees. Cities, villages and towns were at approximately the same rate, only 1 percent higher. Counties and special districts had average part-time wages that were 5 percent higher than townships, while the state and school districts had hourly wages 20 percent and 24 percent respectively higher than townships (Figure 17).

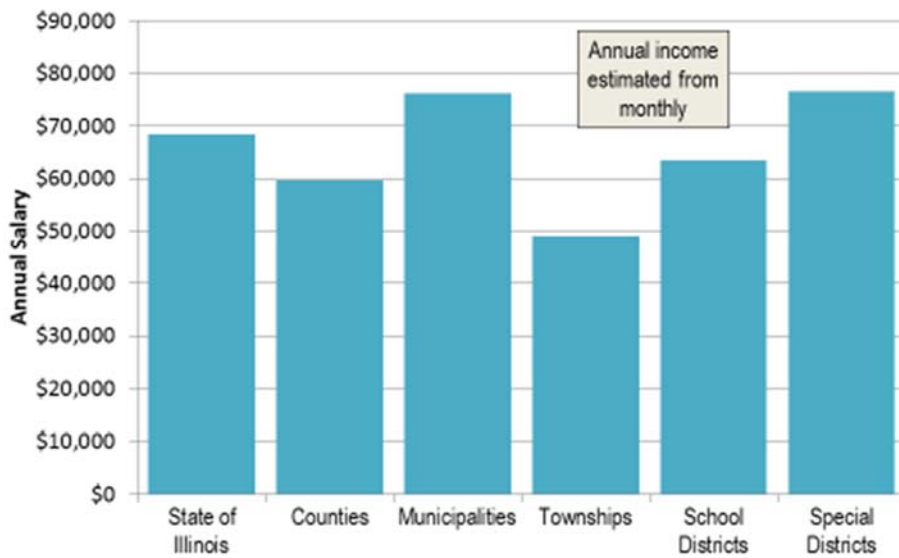
Further, township governments employ part time labor to a much larger extent than other types of Illinois government (Figure 18). This not only saves on wages and salaries. It also makes the cost of benefits lower.

Township Cost Structures

These data provide evidence of generally better financial performance by the townships of Illinois. Their increase in tax revenues has been less than that of any other government type over the past two decades. The high part time labor component and generally lower salaries and hourly wages suggest a lower cost labor structure, which is important because of the high labor share of expenditures.

⁷ Special districts can be very large. Among the governments in the State Comptroller's database, four of the seven largest in annual expenditures are special districts (Chicago Transit Authority, Regional Transit Authority, Metropolitan Water Reclamation District of Greater Chicago and the Chicago Park District. The three largest governments were the city of Chicago, Cook County and DuPage County. School districts are not included in the State Comptroller's database.

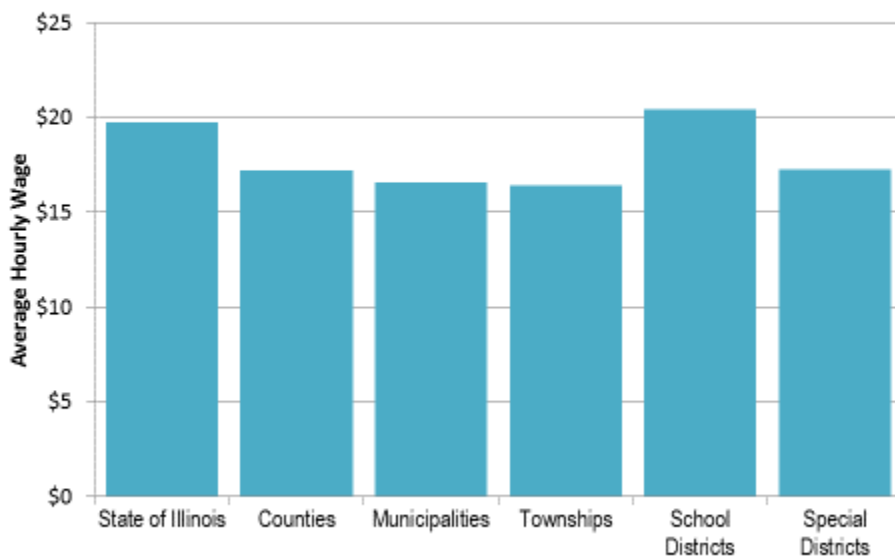
Average Salary by Type of Government ILLINOIS: FULL TIME EMPLOYEES: 2013



From: Census Bureau Financial Data.

Figure 16

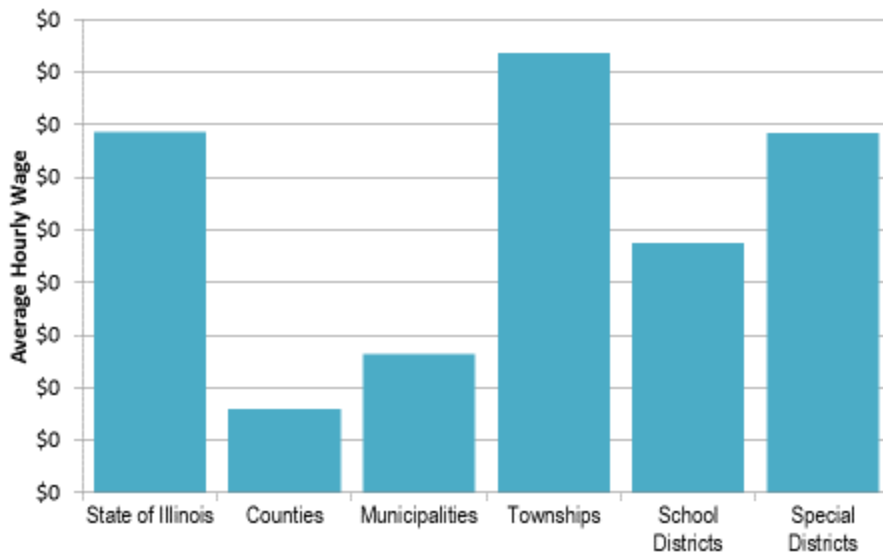
Average Wage by Type of Government ILLINOIS: PART TIME EMPLOYEES: 2013



From: Census Bureau Financial Data.

Figure 17

Part Time Employee % BY TYPE OF GOVERNMENT: MARCH 2013



From: Census Bureau Financial Data.

Figure 18

4. ILLINOIS COMPARED TO OTHER STATES

The assumption that a smaller number of governments will be less costly may seem temptingly obvious; however, as in Illinois, it is not borne out by data in other states.

The claim that Illinois has the most governments can be misleading. Illinois ranks at the 5th largest state in population and would be expected to have more governments than average, all things being equal. When adjusted for population, Illinois ranks 15th in the number of governments out of the 50 states. On a population adjusted basis, North Dakota has seven times as many local governments as Illinois.⁸

There is no general relationship between the amount of taxation in a state and the number of local governments (Box). This is indicated by an examination of the 10 states with the highest per capita taxation (Table). Three of the states are among the top 10 in their population adjusted number of local governments, North Dakota, Wyoming and Minnesota. As is indicated above, Illinois is not in this top 10. The average ranking of the 10 highest taxing states in population adjusted governments is 29, slightly higher than the midpoint (26) among the 50 states. Fewer governments does not translate into lower government expenditures or taxes.

The top ten in per capita ranking also includes the two states with the *least* number of population adjusted governments, Maryland and Hawaii, indicating that they have the least number of governments adjusted for population.

Hawaii has the most consolidated form of local governments in the nation. The state includes just three counties and one municipality (Honolulu). There are no school districts, since all schools are under the

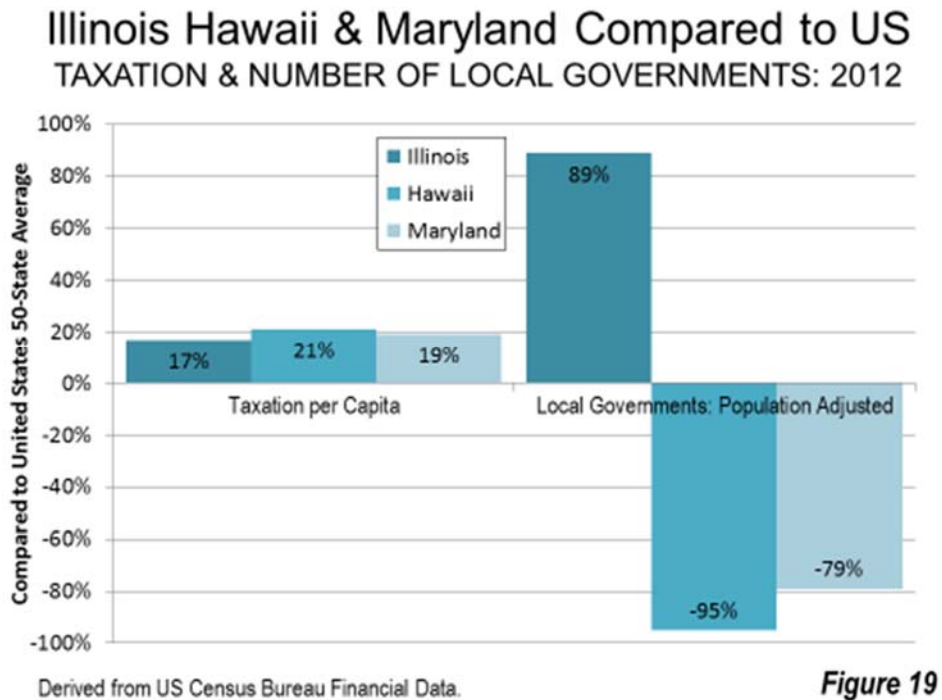
⁸ In 2012, Illinois had 541 local governments per million population. By comparison, North Dakota had by largest number of governments per million population, with approximately 3,800.

direct jurisdiction of the state. There are also 17 soil conservation districts. Hawaii has a total of only 21 local governments, or 15 local governments per million population.

Per capita taxation is lower in Illinois than in either Hawaii or Maryland, despite their far smaller population-adjusted number of governments (Figure 18).

Per Capita Taxation & Population Adjusted Governments States: 2012					
Rank:			Taxation per	Governments	
Taxation	State		Capita	per Million	
				Population	
				Rank	
1	Alaska		\$ 11,871	242	31
2	New York		\$ 7,739	176	35
3	North Dakota		\$ 7,321	3,826	1
4	Connecticut		\$ 6,945	179	34
5	Wyoming		\$ 6,307	1,395	3
6	New Jersey		\$ 6,072	151	36
7	Massachusetts		\$ 5,569	129	40
8	Hawaii		\$ 5,346	15	50
9	Maryland		\$ 5,280	59	49
10	Minnesota		\$ 5,225	682	9

Calculated from US Census Governments Data



Data in other states indicates a similar relationship. In Pennsylvania, New York and Ohio it was found that government expenditures, taxation and debt per capita tend to be higher in larger municipal jurisdictions.⁹ This research also documented a similar relationship among US cities, villages and towns.¹⁰

In two of those states, Pennsylvania¹¹ and Ohio,¹² state programs have been established to identify and assist cities, villages and towns and other governments that become financially distressed. In both states, the incidence of financial distress (measured relative to the number of governments in population categories) is the lowest among smaller governments and rises to the highest among larger governments. In contrast, both of these states have seen their largest municipalities in financial distress, nearing or entering bankruptcy (Philadelphia, Cleveland and Pittsburgh).

Box

Comparing Local Taxes and Spending Between States: Caveats

Often, interstate fiscal analyses make comparisons between states of property taxes and local taxation. These comparisons often fail to note that there are great policy differences between the fiscal and governance policies of the states. For example:

Local Taxes: On average, 39 percent of state and local tax revenue is from local property taxes in the United States, while 61 percent is from state taxation. Local tax revenues range from only 14 percent of total state and local taxation in Vermont to 58 percent in New Hampshire. In Illinois, 45 percent of state and local tax revenue is from local taxes.

Local Property Taxes: On average, 29 percent of state and local tax revenue is from local property taxes in the United States, while 71 percent is from other taxes. Local property taxation ranges from only 9 percent of total state and local taxation in Arkansas to 58 percent in New Hampshire. In Illinois, 38 percent of state and local tax revenue is from local property taxes.

As a result, unadjusted local government or local taxation comparisons can be misleading. This report compares taxation at the state level, which is the most comparable level because of these policy differences.

5: ACADEMIC RESEARCH

There have been numerous studies finding that local government consolidations are likely to save money. However, from a public policy perspective, the issue is not “expectations,” rather it is results. The effects of local government consolidations and abolishments can only be known after the fact.

⁹ Wendell Cox, *Growth, Economic Development and Local Government Structure in Pennsylvania*, Pennsylvania Association of Township Supervisors, 2005. <http://demographia.com/localgovtPA.pdf>, Wendell Cox, *Government Efficiency: The Case for Local Control*, Association of Towns of the State of New York, <http://www.nyassessor.com/Portals/3/documents/caseforlocalgovernment.pdf>, 2008, Wendell Cox, *Local Democracy in Ohio: A Review of City, Village and Township Performance by Size*, Ohio Township Association, 2012.

¹⁰ Cox, 2011.

¹¹ Demographia, *Policy Analysis: The Pennsylvania Distressed Municipalities Program (Act 47)*, <http://www.demographia.com/db-distress.pdf>, 2011.

¹² Cox, 2012.

In a review of the academic literature for the Michigan Senate, economist Eric Scorsone noted the tendency for actual results to fall short of pre-consolidation and abolition expectations:

*... the implementation of a local government consolidation or intergovernmental cooperative effort is often very different than the proposed changes. Feasibility studies must be challenged to assess the likeliness that their actual proposals and plans will be carried out and maintained by administrators and elected officials over time.*¹³

The 1990s Toronto municipal consolidation (the largest in North American history except for the 1898 New York City consolidation) illustrates how projections of savings can turn into higher costs. According to the Toronto Business Alliance, a central city business association:¹⁴

*The amalgamation of the City of Toronto has not produced the overall cost savings that were projected. Although there have been savings from staff reductions, the harmonization of wages and service levels has resulted in higher costs for the new City. We will all continue to feel these higher costs in the future.*¹⁵

“After-the-Fact” Literature Reviews

“After the fact” evaluations have shown similar results.

A review of consolidation literature prepared by Mark Holzer at Rutgers University for the State of New Jersey Local Unit Alignment, Reorganization and Consolidation Commission indicates that "cost savings are not assured," and that "most consolidations fail."¹⁶

Scorsone (above) found that: *... there is no clear relationship between spending per person and total number of local governments or number of persons per local government* at the national level. He made a similar conclusion with respect to Midwestern states. Scorsone found that: *the evidence seems to point to the fact that a policy of local government consolidation may not be effective in reducing or slowing the growth rate of governmental costs.*¹⁷

A US National Research Council study indicated: *There is general agreement that consolidation has not reduced costs (as indicated by some reform advocates) and, in fact, may have even increased total local expenditures.*¹⁸

¹³ Eric Scorsone, "Local Government Consolidation: Assessing the Evidence for Cost Savings and Economic Improvement," *State Notes: Topics of Legislative Interest*, Michigan State Senate, Senate Fiscal Agency, <http://www.senate.michigan.gov/sfa/Publications/Notes/2010Notes/NotesSum10es>, 2010.

¹⁴ The Toronto local government consolidation was perhaps the largest in North America, after the 1898 merger that produce the present city New York by combining a number of municipalities into its present 5 borough structure.

¹⁵ Toronto City Summit Alliance, *Enough Talk: An Action Plan for the Toronto Region*, April 2003; http://www.torontoalliance.ca/docs/TCSA_report.pdf, accessed April 14, 2007.

¹⁶ Marc Holzer, *Literature Review and Analysis Related to Municipal Government Consolidation*, State of New Jersey, Local Unit Alignment, Reorganization, and Consolidation Commission, 2009. nj.gov/dca/affiliates/luarcc/pdf/final_consolidation_report.pdf.

¹⁷ Scorsone, 2010.

¹⁸ Alan Altshuler and William Morrill and the Committee on Improving the Future of U.S. Cities Through Improved Metropolitan Area Governance, *Governance and Opportunity in Metropolitan America*, National Research Council.

A review for the Marion County (Indianapolis) Consolidation Study Commission and the Indiana General Assembly found the academic literature on consolidation to be generally weak, noting that the available reports indicated that “significant gains in efficiency are unlikely.”¹⁹

George A. Boyne of Glamorgan University (United Kingdom) indicated in research on governance that “the empirical evidence from the USA suggests that fragmentation is associated with lower spending and concentration is associated with higher spending.”²⁰

Local governance experts have offered similar “after-the-fact” observations.

Economist Elinor Ostrom criticized this focus in her lecture accepting the Nobel Prize in Economics for her work in economic governance (2009):²¹

- *Scholars criticized the number of government agencies rather than trying to understand why created and how they performed.*
- *Maps showing many governments in a metropolitan area were used as evidence for the need to consolidate.*

She went on to indicate that researchers had developed “the concept of polycentric systems to analyze performance rather than criticize messy maps.” Polycentric systems involve smaller, rather than larger government jurisdictions.

Governance expert Robert Bish, at the University of Victoria (Canada) noted:

*The ultimate measure of local government efficiency is not a count of jurisdictions or taxing districts, but rather their relative expenditures per capita for quality public services.*²²

He adds:

*Enumerations of local government units ... provide only census-type information about the number of units, population and area served. No data are provided about the costs of public services, the output of public services nor the relative efficiency with which public services are produced.*²³

¹⁹ Samuel R. Staley, Dagny Faulk, Suzanne M. Leland and D. Eric Shansberg, *The Effects of City-County Consolidation: A Review of the Recent Academic Literature*, 2005.

<http://www.state.in.us/legislative/interim/committee/2005/committees/prelim/MCCC02.pdf>.

²⁰ George A. Boyne, “Local Government Structure and Performance: Lessons from America,”

http://www.drexel.edu/greatworks/Theme/Fall/~media/Files/greatworks/pdf_FL10/WK3_2_Boyne_1992.ashx

²¹ Elinor Ostrom, *Beyond Markets and States: Polycentric Governance of Complex Economic Systems*, Nobel Prize Lecture (slides), Stockholm, Sweden, December 8, 2009.

http://www.nobelprize.org/nobel_prizes/economics/laureates/2009/ostrom-lecture-slides.pdf.

²² Robert L Bish, “*Local Government Amalgamations, Discredited Nineteenth-Century Ideals Alive in the Twenty-First*”, The Urban Paper, C.D. Howe Institute Commentary, No. 150, Toronto, March 2001.

<http://www.cdhowe.org/pdf/bish.pdf>

²³ Robert L. Bish and Vincent Ostrom, *Understanding Urban Government: Metropolitan Reform Reconsidered*, Washington: American Enterprise Institute, 1973, p. 74.

6. UNDERLYING FACTORS

There are at least two reasons that consolidations and abolitions tend not to reduce taxes and spending.²⁴

“Leveling Up” Labor Costs

As noted above, government consolidations tend to produce higher costs because of the necessary "leveling up" of labor costs to the cost structure of the most expensive consolidating government.

Labor compensation is the largest item of local government expenditure. Government consolidations are made more costly by merging payrolls and ensuring that employees with the same classifications and duties are paid the same. It will generally not be possible to compensate comparable employees at differing pay scales, even if their employment began in a lower cost jurisdiction. Fringe benefit and paid time off can also be expected to reflect the practices of the higher cost jurisdiction.

There are inevitably differences in such matters as compensation levels, benefit packages and paid time off. These differences must be reconciled, or "harmonized." Labor arrangements are routinely "leveled up" to the highest level, reflecting the most lucrative (expensive) pre-consolidation packages, both in wages and benefits.²⁵

In their Marion County (Indianapolis) Consolidation Study Commission and the Indiana General Assembly research, Staley, et al noted:²⁶

In general, it is uncommon (although not impossible) for operating costs to decrease—due primarily to the “leveling up” of salaries and benefits. As local governments with differing compensation structures are consolidated, salaries and benefits are often standardized at the higher level.

In Illinois, townships have a generally lower labor cost structure, with lower pay scales, but also greater use of part-time employees. These factors make it probable that the costs of township services transferred to other governments could rise.

Access for Residents

At the same time, smaller local governments tend to be more efficient because they are more under the control of their local electorate. Their greater accessibility to taxpayers necessarily dilutes their accessibility to special interests, which seek higher levels of spending. Officials in smaller local governments are able to more directly oversee financial performance and public service delivery and are less reliant on professional staff that is not directly accountable to the voters.

²⁴ This summary is partially adapted from our report entitled *Local Democracy and Townships in the Chicagoland Area* (<http://demographia.com/IL-CoxChicagolandReport.pdf>), prepared for the Township Officials of Illinois *Local Democracy in Ohio: Review of City, Village and Township Financial Performance by Size* (<http://www.ohiotownships.org/sites/default/files/Report.pdf> prepared for the Ohio Township Association), prepared for the Ohio Township Association.

²⁵ Holzer, 2009.

²⁶ Samuel R. Staley, Dagny Faulk, Suzanne M. Leland and D. Eric Shansberg, 2005. <http://www.state.in.us/legislative/interim/committee/2005/committees/prelim/MCCC02.pdf>.

Potential for Savings

The practicalities of labor relations and governance, as described above, make it unlikely that mandated consolidation and abolishment of local government units would result in savings. Moreover, because of the comparatively low cost structures of townships, it is unlikely that transferring services to other local governments would result in savings.

7: COUNTING TAX REVENUES, NOT GOVERNMENTS

From the above analysis, it is concluded:

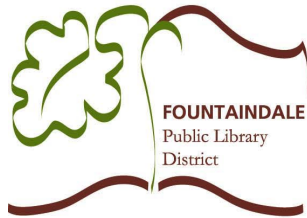
- (1) In Illinois larger governments tend to tax more, spend more, and borrow more. This is an indication that consolidation and abolishment, which would lead to larger local government units, is unlikely to lead to reduce costs and taxes and could lead to higher costs and taxes.
- (2) The available comparative indicators show that township governments have costs that are rising more slowly and labor cost structures that are less costly than other local governments. This is an indication that consolidation and abolishment of townships is unlikely to lead lower costs and taxes and could lead to higher costs and taxes.
- (3) A review of U.S. state data indicates that there is no material association between the number of local government units in a state and its level of taxation. This is an indication that reduction in the number of Illinois units of local government is unlikely to result in lower taxes and spending.
- (4) Leveling up of labor costs and less direct oversight by elected officials in larger jurisdictions make it unlikely that consolidation and abolition would lead to lower local government costs. Similarly, transferring services from the generally lower cost townships could result in higher costs.

The level of property taxation cannot be determined by the “number of lines” on the a property tax bill. Taxes are assessed in dollars, not in counts of governments. In Illinois (and other states) smaller local governments are associated with lower taxes, lower expenditures and lower debt levels.

The evidence indicates that local government consolidation and abolishments have virtually no potential to materially contribute to solving the Illinois financial crisis. This is because such strategies are generally associated with *higher* taxes per capita, *higher* spending per capital and greater *debt* per capita.

Cover photo from
https://upload.wikimedia.org/wikipedia/commons/f/f8/Downtown_Springfield.JPG

Other Documents



FOUNTAINDALE Public Library District

300 W. Briarcliff Road
Bolingbrook, IL 60440
Phone: 630-759-2102
Fax: 630-759-6180
TDD: 630-754-4949
Email: info@fountaindale.org
Website: www.fountaindale.org

December 1, 2011

Pastor Mark Hughey
First Presbyterian Church of Du Page
180 North Weber Rd
Bolingbrook, IL 60440

Dear Pastor Hughey:

The purpose of this letter of agreement is to outline the scope of services and responsibilities for the library bookdrop that will be installed on the property of the First Presbyterian Church (hereafter referred to as Church) by the Fountaindale Public Library District (hereafter referred to as Library).

Services to Be Rendered

The Library will install a bookdrop on the property of the Church. The exact location on the Church's property will be mutually determined.

The Library will be responsible for servicing and maintaining the bookdrop. The Church is responsible for notifying the Library in a timely fashion of any issues they observe with the bookdrop. The Church is also responsible for clearing snow and other obstacles so that the bookdrop remains accessible.

Costs

The Library is responsible for all costs related to the installation and servicing of the bookdrop.

Termination

This letter of agreement may be terminated by either the Church or the Library with 60 days notice. In the event of termination of this letter of agreement, the Library is responsible for removal of the bookdrop.

BOARD OF TRUSTEES

Peggy Danhof
President

Robert Kalnicky
Vice President

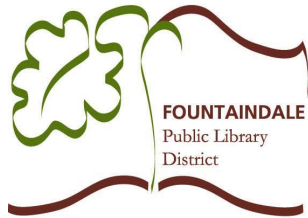
Kathy Spindel
Treasurer

Gayle Graske
Secretary

Thomas Gilligan
Trustee

Ruth Newell
Trustee

Steven Prodehl
Trustee



FOUNTAINDALE Public Library District

300 W. Briarcliff Road
Bolingbrook, IL 60440
Phone: 630-759-2102
Fax: 630-759-6180
TDD: 630-754-4949
Email: info@fountaindale.org
Website: www.fountaindale.org

Sincerely,

Paul Mills
Executive Director
Fountaindale Public Library District
300 West Briarcliff Road
Bolingbrook, IL 60440
630-685-4157
pmills@fountaindale.org

First Presbyterian Church Acceptance of this Letter of Agreement

_____ (authorized signature)

_____ (printed name and title)

BOARD OF TRUSTEES

Peggy Danhof Robert Kalnicky Kathy Spindel Gayle Graske Thomas Gilligan Ruth Newell Steven Prodehl
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**NOTICE OF MEETING
2023 FOUNTAINDALE PUBLIC LIBRARY DISTRICT
BOARD MEETING SCHEDULE**

The regular meetings of the Board of Library Trustees of the FOUNTAINDALE PUBLIC LIBRARY DISTRICT, WILL AND DUPAGE COUNTIES, ILLINOIS will be held at Fountaindale Public Library, 300 West Briarcliff Road, Bolingbrook, Illinois 60440 at 7 p.m.

Meetings are held on the third Thursday of the month, unless otherwise indicated.

January 19, 2023	July 20, 2023
February 16, 2023	August 17, 2023
March 16, 2023	September 21, 2023
April 20, 2023	October 19, 2023
May 18, 2023	November 16, 2023
June 15, 2023	December 21, 2023

/s/ Marcelo Valencia
Secretary, Board of Library Trustees
FOUNTAINDALE PUBLIC LIBRARY DISTRICT
WILL AND DU PAGE COUNTIES, ILLINOIS

Approved at the meeting of the Fountaindale Public Library District Board of Trustees held October 20, 2022.

**BYLAWS
OF
PINNACLE LIBRARY COOPERATIVE**

MISSION STATEMENT

The primary mission of the Pinnacle Library Cooperative is to provide access to information resources by means of an integrated automated system which reflects the holdings and availability of holdings in all participating libraries. At the same time, through its computerized cooperative public library network, the Cooperative promotes cooperation and resource sharing.

ARTICLE I - AUTHORITY

Pinnacle Library Cooperative is established pursuant to the intergovernmental cooperation clause as set forth in Article VII, Section 10 of the Constitution of the State of Illinois, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* Pinnacle Library Cooperative shall not have or exercise any power which is not granted to a public library pursuant to Illinois law.

ARTICLE II – DEFINITIONS

Governing Board – the board of directors of the Pinnacle Library Cooperative, consisting of one representative from each Member.

Director – the representative of a Member appointed by its Governing Body to serve on the Governing Board

Executive Committee – the Chair, Vice Chair, Secretary and Treasurer of the Governing Board.

Member – a library that pays for the services and the use of all existing application programs as delineated in the Intergovernmental Agreement and whose patrons have full access to the benefits of the ILS. Members are voting members and may hold any office.

Committees – Committees will be convened as needed to discuss issues related to the functions of the Pinnacle Library Cooperative. Committees will be comprised of staff of member libraries

Governing Board - the group of persons vested with the ultimate legal and fiscal authority for the management of the affairs of a Member, irrespective of the name by which such group is designated by the Member.

ARTICLE III - GOVERNING BOARD

Section 1. General Powers and Duties

To the extent not otherwise expressly provided in these Bylaws, the affairs of Pinnacle Library Cooperative shall be managed by its Governing Board. In addition, the Board shall have the following specific duties:

- A. To administer and supervise the ILS;
- B. To adopt policy and bylaws;
- C. To approve the budget;
- D. To employ, contract with, and evaluate agents, employees, vendors, independent contractors or other entities, including legal counsel, accountants and other persons as may be necessary to provide any services required for the ILS or its implementation, to store any of the equipment required to carry out the services outlined in this Agreement and to accomplish the purposes of Pinnacle Library Cooperative;
- E. To purchase or lease equipment, machinery or personal property necessary for the carrying out of the purpose of the ILS;
- F. To create and approve the strategic plan;
- G. To review agreements and bylaws at least every three (3) years.

The Pinnacle Library Cooperative Governing Board shall not have or exercise any power that is not granted to a public library pursuant to Illinois Law.

Section 2. Number of Members

The number of directors on the Governing Board shall be equal to the number of libraries which are Members and shall be increased or decreased automatically and without further act so that the number of the members of the Governing Board shall be equal to the number of Members.

Section 3. Appointment

Each Member shall appoint its Director, head administrator or acting administrator (during position vacancy) as the Member's representative on the Governing Board. The Director may also designate, in writing, an alternate to vote in their absence.

Each Director shall vote in accordance with the authority conferred by the Governing Body of the Member making the appointment.

Section 4. Meetings

The Governing Board shall establish a schedule of regular meetings as it deems appropriate, no less frequently than once each quarter of each fiscal year. Meetings of the Governing Board will be held customarily at a Pinnacle Library Cooperative Member, but under special circumstances they may be held elsewhere with prior approval of the Governing Board. Robert's Rules of Order, Newly Revised Edition, shall be applicable to the conduct and business of such meetings on all matters not covered by these Bylaws. The Pinnacle Library Cooperative Chair shall ensure that the packet of materials for each meeting of the Governing Board is transmitted to each member of the Governing Board.

Section 5. Special Meetings

Special meetings of the Governing Board may be called by or at the request of the Chair, the Vice Chair or any three (3) members of the Governing Board. Special meetings will be held at a Pinnacle Library Cooperative Member, but under special circumstances they may be held at another location convenient to the public and with the prior approval of the Governing Board.

Section 6. Notices

Subject to the provisions of Section 5 above, no further notice of annual or regularly scheduled meetings of the Governing Board need be given to the individual members of the Governing Board.

The Governing Board shall notify members at least two (2) days prior to any special meeting.

In the event that the Chair, Vice Chair or any three (3) members of the Governing Board shall determine that there is a financial or other emergency to Pinnacle Library Cooperative, an emergency special meeting of the Governing Board may be held if reasonable notice thereof is given by telephone or electronic telecommunications prior to such meeting.

Section 7. Quorum

A majority of all members of the Governing Board must be physically present, pursuant to Illinois law, and shall constitute a quorum of the Governing Board for the transaction of business at any meeting of the Governing Board, provided that if less than a quorum of the members of the Governing Board is present at said meeting, a majority of the members of the Governing Board present may adjourn the meeting to another time without further notice.

Section 8. Remote Attendance

If a quorum of members of the Governing Board are physically present as required by Section 2.01 of the Open Meetings Act, 5 ICLS 120/2.01, the Board may allow a physically absent board member to attend the meeting by other means if the member is prevented from physically attending the meeting due to personal illness, disability, employment purposes or other emergency.

The board member must give advanced notice to the Board Secretary of the desire to attend the meeting remotely unless advanced notice is impractical. At the board meeting, the members physically present will vote in favor of a board member's remote attendance.

Section 9. Voting

Except as provided elsewhere in these Bylaws, a simple majority shall be sufficient to pass on all matters. All votes will be taken at a Pinnacle Library Cooperative Governing Board meeting. No substitutes or proxies shall be allowed to vote in the place of a Director or the designated alternate.

Section 10. Compensation

Members of the Governing Board shall not receive any compensation for their services.

ARTICLE IV – Governing Board & Officers

Section 1. Officers

Officers shall be elected by the Governing Board at the last general meeting before the end of the Pinnacle Library Cooperative's fiscal year. They shall assume their office at the beginning of the new fiscal year in accordance with the provisions below. Only those

persons who are members of the Governing Board are eligible for election to the office of Chair, Vice Chair, Secretary and Treasurer.

Officers whose authority and duties are not prescribed in these Bylaws shall have the authority and perform the duties prescribed by the Governing Board.

The term of office for each officer shall be for one (1) fiscal year of Pinnacle Library Cooperative.

The person elected as Vice Chair shall, after serving his/her term as Vice Chair, serve as Chair of Pinnacle Library Cooperative for the succeeding fiscal year. Each officer shall hold office until his/her successor shall have been duly elected or until he/she shall resign, vacate office or shall have been removed in the same manner set forth herein. Election of an officer shall not of itself create contract rights.

Section 2. Chair

The Chair shall be the executive officer of the Board and shall have general supervision of the group. The Chair shall approve agendas and preside at all meetings of the Governing Board. The Chair shall appoint all committees and liaisons to other groups. The Chair, with the concurrence of the Governing Board, shall establish Standing and Ad Hoc Committees as deemed necessary to support the normal functions, special activities and purposes of Pinnacle Library Cooperative. Except in those instances which the authority to execute is expressly delegated to another officer or agent of Pinnacle Library Cooperative or a different mode of execution is expressly prescribed by the Governing Board or these Bylaws, he/she may execute for Pinnacle Library Cooperative any contracts, deeds, mortgages or other instruments which the Governing Board has authorized to be executed, and he/she may accomplish such execution either individually or with the Secretary or any other officer or agent thereunto authorized by the Governing Board, according to the requirements of the form of the instrument.

Section 3. Vice-Chair/Chair-Elect

The Vice Chair is the Chair-Elect. In the absence of the Chair or in the event of the Chair's inability or refusal to act as mandated by the Governing Board, the Vice Chair shall perform the duties of the Chair, and when so acting shall have all the powers of and be subject to all the restrictions upon the Chair. Except in those instances in which the authority to execute is expressly delegated to another officer or agent of Pinnacle Library Cooperative or a different mode of execution is expressly prescribed by the Governing Board or these Bylaws, the Vice Chair may execute for Pinnacle Library Cooperative any contracts, deeds, mortgages or other instruments which the Governing Board has authorized to be executed, and he/she may accomplish such execution either individually or with the Secretary or any other officer or agent thereunto authorized by the Governing Board, according to the requirements of the form of the instrument.

Section 4. Treasurer

The Treasurer shall be the principal accounting and financial officer of Pinnacle Library Cooperative. In performing these duties, the Treasurer shall oversee the work of the employee, agent, consultant or independent contractor hired to perform financial services for Pinnacle Library Cooperative. He/she shall have charge of and be responsible for the maintenance of adequate books of account for Pinnacle Library

Cooperative; have charge and custody of all funds and securities of Pinnacle Library Cooperative, and be responsible therefore, and for the receipt and disbursement thereof and, subject to the provisions of Section 6 of Article V below, shall deposit such funds and securities in such banks as the Governing Board shall approve; perform all the duties incident to the office of Treasurer and other duties as assigned to him/her by the Chair or by the Governing Board; and shall give a bond or government crime policy for the faithful discharge of his/her duties with such surety or sureties as the Governing Board shall determine, which shall be paid for by Pinnacle Library Cooperative.

Section 5. Secretary

The Secretary shall record the minutes of the meetings of the Governing Board and Executive Committee meetings. The Secretary shall also see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; be custodian of the official records of Pinnacle Library Cooperative; and perform all duties incident to the office of Secretary; and other duties as may be assigned to him/her by the Chair or by the Governing Board.

In the absence of the Secretary, the Chair shall designate another Governing Board member as Secretary Pro Tem to keep the minutes.

Section 6. Vacancies

In the event that the office of Chair becomes vacant, the Vice-Chair shall assume the duties of the Chair, and the Board shall elect one of its members to the office of Vice-Chair for the remainder of the term. In the event one of the other offices becomes vacant, the Board shall elect one of its other members to fill the remainder of the term at the next Governing Board meeting.

Section 7. Removal

Any officer elected or appointed by the Governing Board may be removed by a simple majority of Board Members whenever in its judgment the best interests of Pinnacle Library Cooperative would be served thereby.

ARTICLE V - FINANCIAL MATTERS

Section 1. Fiscal Year

The fiscal year of Pinnacle Library Cooperative shall be from July 1 to June 30.

Section 2. Budget

The Governing Board shall facilitate the preparation of a draft of the Operating Budget by the end of the fiscal year. The Directors will review the budget and discuss it with the Member's Governing Body.

The proposed Operating Fund budget shall be voted upon by a roll call vote of two-thirds (2/3) of the Pinnacle Library Cooperative Governing Board.

The Governing Board may amend the budget by a roll call vote of two-thirds (2/3) of the Pinnacle Library Cooperative Governing Board, should the Governing Board during the course of any fiscal year determine that the approved budget of Pinnacle Library Cooperative requires amendment.

Section 4. Contracts

The Governing Board may authorize any officer or officers, agent or agents of Pinnacle Library Cooperative, to enter into any contract or execute and deliver any instrument in the name of and on behalf of Pinnacle Library Cooperative; such authority may be general or confined to specific instances.

Section 5. Checks, Drafts, Etc.

All checks, electronic payments, or fund transfers issued in the name of Pinnacle Library Cooperative, shall be signed by officers or agents of Pinnacle Library Cooperative as shall be determined by resolution of the Governing Board. In the absence of such determination by the Governing Board, such instruments shall be signed by the Treasurer and countersigned by the Chair, Vice-Chair or Secretary of Pinnacle Library Cooperative.

Section 6. Deposits

All funds of Pinnacle Library Cooperative shall be deposited in a timely manner to the credit of Pinnacle Library Cooperative in such banks, trust companies or other depositories as the members of the Governing Board may approve; provided, however, that all deposits and investments shall be in financial institutions in which monies of public libraries may be deposited or invested in, in compliance with the requirements of Illinois Compiled Statutes, 30 ILCS 235/0.01.

Section 7. Gifts

The Governing Board may accept or reject on behalf of Pinnacle Library Cooperative any contribution, gift, bequest or device for the general purposes or for any special purpose of Pinnacle Library Cooperative.

Section 8. Audits

An audit shall be conducted within 180 days of the end of each fiscal year by an independent certified public accountant authorized to practice public accounting in Illinois, which accountant shall be designated by the Governing Board. An audit shall include a report to the Governing Board and the professional opinion of the accountant as to the financial status of Pinnacle Library Cooperative and as to the accuracy of the audit. In accordance to the rules of the General Accounting Standards Board (GASB), a Management Discussion and Analysis will be prepared and approved by the Governing Board Treasurer for inclusion in the full audit report.

Section 9 Payments

Each Member shall pay in full its share of the financial obligations incurred by Pinnacle Library Cooperative within thirty (30) days of receipt of Pinnacle Library Cooperative's billing. Pinnacle Library Cooperative shall transmit annual billing statements to all Members.

Pinnacle Library Cooperative's annual billing statement to each Member shall include, but not be limited to, ILS costs, shared subscription services, new hardware, software and workstation costs, extraordinary items (such as capital improvements or new services), maintenance service costs, telecommunication operating costs, compensation to personnel employed by Pinnacle Library Cooperative, insurance, communication line installation costs and other operating costs.

Interest at the then-current Federal Reserve fund rate may be charged to each Member which fails to pay its billing statements within thirty (30) days after receipt thereof.

Section 10. Financial Arrearages

In the event that a Member fails to timely pay its annual billing statement from Pinnacle Library Cooperative or fails to pay within thirty (30) days after written demand any interest or penalty imposed hereunder, the Governing Board may suspend the membership status of a Member and thereby deny computer services and database access to the Member, until payment is made in full. If the Member fails to make full payment within ninety (90) days after termination of services, the Governing Board may take other action as is necessary or appropriate, including litigation against the Member.

Section 11. Cost Sharing Formula

Expenses of the Pinnacle Library Cooperative will be divided amongst its members in accordance with the Pinnacle Cost Sharing formula:

- 50% of costs shared equally as a flat charge to each member library
- 50% of costs divided proportionally based on the total circulation by patron branch of physical materials from the previous calendar year.
- Costs for the shared OverDrive eContent collection will be divided proportionally based on the total circulation of OverDrive materials for each library. The OverDrive platform fee will be divided amongst members according to OverDrive's platform fee structure.

A member will not be charged for shared service platforms in which it does not participate. The service platform's costs will be divided amongst participating members following the Pinnacle Cost Sharing formula.

ARTICLE VI – COMMITTEES

The following committees are established: Circulation, Technical Services, Public Catalog, and Digital Collection. Other committees, task forces and forums may be established by the Governing Board as needed. The committees and their subcommittees are primarily attended by employees of the Members, rather than by Directors of the Governing Board. In addition, the participants in the committees are not appointed by the Governing Board and representatives from all Members may attend any of the committees or subcommittee meetings. The Cooperative's ILS Manager is an ex officio member of each group.

Agendas for all committee and subcommittee meetings will be sent electronically to all Members and will be posted on Pinnacle Library Cooperative's Intranet. Each committee shall elect a Chair from amongst its members to serve annually. Each member library shall appoint at least one representative to each committee.

The Circulation Committee, PIRC, shall consider issues related to circulation and interlibrary loan in Pinnacle Library Cooperative and make appropriate recommendations to the Governing Board.

The Technical Services Committee, PinTech, shall consider issues related to cataloging, serials, acquisitions and data entry in Pinnacle Library Cooperative and

make appropriate recommendations to the Governing Board.

The Public Catalog Committee, PinOPAC, shall consider issues related to public access in Pinnacle Library Cooperative and make appropriate recommendations to the Governing Board.

The Digital Collection Committee, PinDigital, shall consider issues related to the shared eContent collection and make appropriate recommendations to the Governing Board. Committee members are also responsible for drafting an annual content budget and purchasing titles for the collection.

Other committees, task forces, and forums may be established by the Chair of the Governing Board. The Chair shall appoint the members of such committees.

ARTICLE VII - RECORDS RETENTION

Pinnacle Library Cooperative shall keep correct and complete books and records of account and shall also keep minutes of the meetings of the membership of Pinnacle Library Cooperative and of proceedings of the Governing Board and committees having any of the authority of the Governing Board. All books and records of Pinnacle Library Cooperative may be inspected by any Governing Board Member, or the agent or attorney thereof, for any proper purpose at any reasonable time.

ARTICLE VIII - SERVICES TO MEMBERS

The Pinnacle Library Cooperative provides its members with access and use of a shared ILS software system and other agreed upon services. The Governing Board of Pinnacle Library Cooperative shall take all necessary and appropriate actions to enable Pinnacle Library Cooperative to provide computer and automation services, including causing Pinnacle Library Cooperative to enter into one or more contracts with third parties for services.

ARTICLE IX - MEMBERS AND MEMBERSHIP

Section 1. Members

Any library that agrees to the terms and conditions of an agreement with Pinnacle Library Cooperative may be admitted to membership in Pinnacle Library Cooperative, but only upon compliance with the following conditions:

- A. The addition of the new Member requires unanimous approval from all Member Libraries;
- B. The new Member shall sign a copy of the Intergovernmental Agreement and these Bylaws for the purpose of acknowledging its commitment to assume the rights and fulfill the responsibilities of membership in Pinnacle Library Cooperative and shall transmit to the Secretary of Pinnacle Library Cooperative a certified copy of the document approved providing for the execution of the Intergovernmental Agreement and Bylaws and the signed Intergovernmental Agreement;
- C. The active membership of the new Member shall become effective on the date

- on which the new member signs all necessary paperwork;
- D. If the financial impact of the new Member will cause a disproportionate increase in costs on existing Members, admission may be conditioned on the applicant library bearing the increase in costs; and
 - E. Upon admission, new members shall be expected to provide funds to match their portion of the Cooperative's existing reserve funds according to the Pinnacle Library Cooperative Cost Sharing Formula.

Section 2. Transfer of Membership

Membership in Pinnacle Library Cooperative is not transferable or assignable.

Section 3. Responsibilities of Member Libraries

Each Member shall comply with such other reasonable rules and regulations as may be established by Pinnacle Library Cooperative for the administration of the ILS as well as all policies of Pinnacle Library Cooperative.

Each Member shall comply with the confidentiality requirements contained in any Sales Agreement and Maintenance Agreement or any other agreement entered into by Pinnacle Library Cooperative with any vendor. The compliance required of each Member shall include signing any confidentiality documents and observing any other requirements designated by Pinnacle Library Cooperative in writing. In addition, each Member shall be individually responsible for any breach or violation of the confidentiality requirements, whether occurring during the term of the Member's membership in Pinnacle Library Cooperative or thereafter.

Section 4. Term and Termination of Membership

Each Member (including new Members admitted pursuant to Section 1 of this Article) shall participate in the Intergovernmental Agreement for a minimum term of three (3) years from the date on which the active membership commences. Upon the expiration of a three-year period, the term of participation of each Member shall automatically be renewed for successive one-year periods, unless the terminating Governing Body and the Pinnacle Library Cooperative Governing Board, as stated in the Intergovernmental Agreement, mutually agree in writing to terminate such Agreement, or unless at any time after the expiration of the initial three-year period a Member gives written notice of its intention to cancel its participation in the Agreement as hereinafter provided.

Notice of cancellation shall be in the form of a certified copy of an ordinance or resolution, declaring the Member's intent to cancel its membership in Pinnacle Library Cooperative, and shall be effective only if:

- A. Notice is given prior to June 30, one (1) year in advance of the proposed termination date and the end of the fiscal year following the fiscal year in which notice was given; and
- B. The Member giving notice has satisfied and will satisfy all of its obligations under the Intergovernmental Agreement and under these Bylaws.

Each renewal of a Member's participation shall be on the terms, provisions, and conditions contained in the Intergovernmental Agreement and these Bylaws (unless changed or modified by mutual consent in writing).

Section 5. Reinstatement

A Member that has terminated membership may be reinstated by applying for admission as a new Member, as set forth in Section 1 of this Article. The reinstated Member shall pay its share of the costs of new equipment and services purchased by Pinnacle Library Cooperative subsequent to the termination of the library's membership status, said share to be determined according to the policies of Pinnacle Library Cooperative as in effect at the time of reinstatement.

ARTICLE X - TERMINATION OF MEMBERSHIP

Section 1. Obligations Upon Termination of Membership

A Member terminating its membership in Pinnacle Library Cooperative during the third or subsequent year, as provided in Section 4 of Article IX above, shall continue to be fully obligated for all payments and other duties owed to Pinnacle Library Cooperative during the final year of the Member's participation in Pinnacle Library Cooperative.

Notwithstanding anything to the contrary contained in these Bylaws, a terminating Member shall remain fully obligated for:

- A. All special payments and duties which had been specifically allocated to it by the Governing Board of Pinnacle Library Cooperative prior to the giving of written notices of termination by the terminating Member; and
- B. Its pro rata share of any extraordinary payments and duties allocated to it by the Governing Board during the final year of participation by the terminating Member.

Section 2. Rights Upon Termination of Membership

At the expense of the terminating Member, Pinnacle Library Cooperative shall copy in machine-readable form the terminating Member's entries in Pinnacle Library Cooperative's bibliographic and patron databases and remove terminating Member's bibliographic and patron records from the Pinnacle Library Cooperative database. The terminating Member shall have no right or interest in the financial assets of the Cooperative or the hardware or software purchased by Pinnacle Library Cooperative, except as otherwise specifically provided in these Bylaws.

Section 3. Procedure Upon Dissolution of Pinnacle Library Cooperative

Upon the adoption of a resolution of dissolution by two-thirds (2/3) of the Members of Pinnacle Library Cooperative, Pinnacle Library Cooperative shall cease to conduct its affairs except insofar as may be necessary for the proper wrapping up thereof, and shall immediately cause a notice of the proposed dissolution to be mailed to each Member and to each known creditor of Pinnacle Library Cooperative. Pinnacle Library Cooperative shall then proceed to collect its assets and apply and distribute them as hereinafter provided:

- A. All liabilities and obligations of Pinnacle Library Cooperative shall be paid or adequate provision shall be made therefore;
- B. All assets held by Pinnacle Library Cooperative upon condition requiring return, transfer or conveyance, which condition occurs by reason of the dissolution, shall be returned, transferred or conveyed in accordance with such requirements; and
- C. All remaining property and assets held by or in the name of Pinnacle Library

Cooperative shall be distributed to the then current Members of Pinnacle Library Cooperative. Said distribution shall be in a manner which approximates the respective equity positions of the Members at the time of dissolution.

Article XI - ENFORCEMENT PROCEDURES

Failure to Comply

In the event that a Member fails to comply with these Bylaws or any rule or regulation of Pinnacle Library Cooperative:

- A. The Member shall be given a written notice from the Governing Board requesting compliance. At the written request of the Member, the Governing Board will meet with such Member to discuss the failure to comply and the corrective action needed for compliance;
- B. Unless the Member has taken all required corrective action within the time period set forth in said written notice, or, if a hearing was requested, within the time period imposed by the Governing Board after such hearing, the full Governing Board may suspend the active membership status of the Member and thereby deny computer services and database access, until corrective action is taken. The Member shall not thereby be released from any of its obligations under the Intergovernmental Agreement and these Bylaws, including the obligation to make financial payments to Pinnacle Library Cooperative; and
- C. If the Member has not taken corrective action within ninety (90) days after termination of services, the Governing Board may take other action as it deems necessary or appropriate, including litigation against such Member.

ARTICLE XII – PUBLIC COMMENT RULES

The meetings of the Governing Board of the Pinnacle Library Cooperative are open to members of the public. Members of the public have a right to speak at all meetings of the Governing Board of the Pinnacle Library Cooperative. At each regular and special open meeting, members of the public may address the Governing Board subject to reasonable constraints.

Members of the public may address the Governing Board only at the appropriate times as indicated on the agenda and when recognized by the Governing Board Chair.

All members of the public shall address their comments to the Governing Board Chair. The Governing Board Chair may request that the appropriate member of the Governing Board or Staff respond to the comment at the appropriate time.

Comments by members of the public are limited to three minutes. Each member of the public may only speak once. A member of the public may not cede time to another member of the public.

Individuals are expected to identify themselves by full name.

The Governing Board Chair shall preserve order and decorum. The Governing Board Chair shall decide all questions of order.

When addressing the Governing Board, members of the public shall avoid personal remarks, the impugning of motives, and merely contentious statements. If any member of the public indulges in such remarks or otherwise engages in conduct injurious to the harmony of the Governing Board and the meeting, the Governing Board may immediately terminate the opportunity to speak. This decision is at the discretion of the Governing Board or upon affirmative vote of two-third (2/3rds) of the Governing Board present. Any person, except a member of the Governing Board, who engages in disorderly conduct during a meeting, may be ejected from the meeting upon motion passed by a majority of the Governing Board present.

Petitions or written correspondence to the Governing Board shall be presented to the Board at the next regularly scheduled Board meeting.

Individuals may record the open portion of meetings. Recording shall not interfere with the overall decorum and proceedings of the meeting and shall not interfere with the rights of other individuals.

Individuals addressing the Governing Board shall adhere to all Pinnacle Library Cooperative policies.

The Governing Board shall have the authority to determine reasonable procedures regarding public participation not otherwise defined in Governing Board policy.

ARTICLE XIII - AMENDMENT OF BYLAWS

The Bylaws may be amended, altered, added to or repealed upon the affirmative vote of two-thirds (2/3) of the Governing Board, at any regular or special meeting of the Governing Board, provided that notice of the proposed amendment, alteration, addition or repeal is given in writing to the Members ten (10) days prior to the meeting.

ARTICLE XIV – NOTICES

All notices of claims or any other notice required to be given pursuant to these Bylaws, shall be in writing, shall be sent by certified mail and shall be addressed to:

Pinnacle Library Cooperative
c/o White Oak Library District
20670 Len Kubinski Dr
Crest Hill, IL 60403
Attention: Pinnacle Library Cooperative Chair

ARTICLE XV – LIABILITY OF PINNACLE LIBRARY COOPERATIVE, ITS EMPLOYEES AND PINNACLE LIBRARY COOPERATIVE GOVERNING BOARD DIRECTORS

- A. The Directors of the Pinnacle Library Cooperative Governing Board and employees of Pinnacle Library Cooperative shall use ordinary care and

reasonable diligence in the exercise of their powers and in the performance of their duties hereunder. They shall not be liable for any mistake of judgment or other action made, taken or omitted by them in good faith; nor for any action taken or omitted by any agent, employee or independent contractor; nor for any loss incurred through investment of Pinnacle Library Cooperative funds or failure to invest. They may participate in indemnification and self insurance programs and will also purchase liability insurance for Pinnacle Library Cooperative and for its officers and directors. No Director or employee shall be liable for any action taken or omitted by any other Director or employee. No Director of the Pinnacle Library Cooperative Governing Board shall be required to give a bond or other security to guarantee the faithful performance of the Director's duties, except as required by this Agreement or by law;

- B. The liability of Pinnacle Library Cooperative, its employees and Pinnacle Library Cooperative Governing Board Directors is limited solely to the proceeds of payments of Members and to the proceeds of any insurance purchased by Pinnacle Library Cooperative;
- C. If any claim or action not covered by insurance is instituted against a Pinnacle Library Cooperative Governing Board Director or employee of Pinnacle Library Cooperative arising out of an act or omission occurring within the scope of his or her duties or authority, Pinnacle Library Cooperative shall at the request of them:
 - 1. Appear and defend against the claim or action; and
 - 2. Pay or indemnify the Pinnacle Library Cooperative Governing Board Director or employee for a judgment and court costs based on such claim or action, provided there shall be no indemnification for any portion of a judgment representing an award of punitive or exemplary damages; and
 - 3. Pay or indemnify the Pinnacle Library Cooperative Governing Board Director or employee for a compromise or settlement of such claim or action providing the settlement is approved by the Pinnacle Library Cooperative Governing Board.
- D. The term "Pinnacle Library Cooperative Governing Board Director or employee" shall include former Pinnacle Library Cooperative Governing Board Directors and employees. Notwithstanding anything to the contrary in this Article XV, this indemnification shall not apply if the Pinnacle Library Cooperative Governing Board finds that the claim or action is based on malicious, willful or criminal claim or action is based on malicious, willful or criminal misconduct. In such case the action to be taken by the Pinnacle Library Cooperative Governing Board will be determined after an investigation of the facts.

Revised: February 2022

**REPORT FOR COMPLIANCE WITH DECENNIAL COMMITTEES ON LOCAL
GOVERNMENT EFFICIENCY ACT**

I. Unit of government submitting this report:

Name of Library: _____

Address of Main Library Office: _____

II. Information about our Library

A. We are located in _____ County(ies).

B. The population of the territory in which our Library is located is _____
(as of 2020 census).

C. We have _____ employees of the Library (not including board members).

D. Our annual budget for FY _____ is: \$ _____.

E. Our Library's equalized assessed valuation (EAV) for 2023 is \$ _____.

III. Information about Our Committee

A. Committee Members:

Board President _____

Trustee _____

Trustee _____

Trustee _____

Trustee _____

Trustee _____

Trustee _____

Executive Director _____

Library Resident _____

Library Resident _____

Note: Per 50 ILCS 70/10(b), the committee membership must include all the elected or appointed members of the library board of trustees (President and Trustees), the Executive Director or other official of the Library, and two residents appointed by the Board President. The President may appoint more than two residents if deemed appropriate.

B. Meetings (50 ILCS 70/20)

First Meeting

Date: _____

- Formation occurred before June 10, 2023
- Noticed in Accordance with the Open Meetings Act
- Majority of Committee Present
- Public Comment

Second Meeting

Date: _____

- Noticed in Accordance with the Open Meetings Act
- Majority of Committee Present
- Public Comment

Third Meeting

Date: _____

- Noticed in Accordance with the Open Meetings Act
- Majority of Committee Present
- Public Comment

Additional Meetings (List All, if any): _____

C. Post Meeting Survey

Was a survey provided to attendees at each of the Committee Meetings?

- Yes No

By what means was the survey presented to the attendees?

IV. Core Programs or Services Offered by our Library

A. Our Library offers the following core services and programs:

B. Other core services/programs to consider:

V. Awards and Recognitions

Our Library has received the following awards, distinctions, and recognitions:

VI. Intergovernmental Agreements

We partner with or have Intergovernmental Agreements with the following other governments:

Entity and services offered:

--

VII. Community Partnerships

We partner with the following organizations:

Organizations and services offered:

--

VIII. Review of Laws, Policies, Rules & Procedures, Training Materials & Other Documents

We have reviewed the following, non-exhaustive list of laws, policies, training materials, and other documents applicable to the Library in order to evaluate our compliance and to determine if any of the foregoing should be amended.

- _____ State laws applicable to Libraries
- _____ Illinois Open Meetings Act (5 ILCS 120/1 *et seq.*)
- _____ Policy on public comment
- _____ Designation of OMA officer (5 ILCS 120/1.05(a))
- _____ All Board Members have completed OMA Training (5 ILCS 120/1.05(b))
- _____ Schedule of Regular Meetings of the Library Board (5 ILCS 120/2.03)
- _____ Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*)
- _____ Designation of FOIA Officer (5 ILCS 140/3.5(a))
- _____ FOIA Officer Training (5 ILCS 140/3.5(b))
- _____ Posting Other Required FOIA Information (5 ILCS 140/4(a); 5 ILCS 140/4(b))
- _____ Periodic Meetings to Review Closed Meeting Minutes (5 ILCS 120/2.06(d))
- _____ IMRF Total Compensation Postings (5 ILCS 120/7.3)
- _____ Designation of Whistleblower Auditing Official (50 ILCS 105/4.1 *et seq.*)
- _____ All applicable officials have filed statement of economic interests (5 ILCS 420/4A-101; 5 ILCS 420/4A-101.5 *et seq.*)
- _____ Sexual harassment prevention training (775 ILCS 5/2-109(C))
- _____ Our Intergovernmental Agreements
- _____ Our budget and financial documents
- _____ State Ethics Laws, including, but not limited to the State Officials and Employees Ethics Act (5 ILCS 430/1-1 *et seq.*)
- _____ Reports on government efficiency, including “Local Government Efficiency and Size in Illinois: Counting Tax Revenues, Not Governments” by Wendell Cox (2016);

IX. What Have We Done Well?

X. Our Committee's Recommendations:

Note: This Report must be filed with the county (or counties) no later than 18 months after the first committee meeting.

Submitted by: _____
Chairman, Decennial Efficiency Committee

Date of Committee Approval of Report: _____

**NOTICE OF MEETING
2023 FOUNTAINDALE PUBLIC LIBRARY DISTRICT
LOCAL GOVERNMENT EFFICIENCY ACT COMMITTEE MEETING SCHEDULE**

The meetings of the Local Government Efficiency Act Committee of the FOUNTAINDALE PUBLIC LIBRARY DISTRICT, WILL AND DUPAGE COUNTIES, ILLINOIS will be held at Fountaindale Public Library, 300 West Briarcliff Road, Bolingbrook, Illinois 60440 at 6:30 p.m.

Meetings are held on the third Thursday of the month unless otherwise indicated.

July 20, 2023

November 16, 2023

/s/ Marcelo Valencia
Secretary, Board of Library Trustees
FOUNTAINDALE PUBLIC LIBRARY DISTRICT
WILL AND DUPAGE COUNTIES, ILLINOIS

Approved at the meeting of the Fountaindale Public Library District Local Government Efficiency Act Committee held May 18, 2023.