

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

**December 14, 2023**  
**General Meeting**  
**7:00 pm.**

1. Welcome
2. Call to order and roll call of Trustees
3. Changes/Additions to Agenda
4. Approval of Minutes
  - a. November 9, 2023
5. Correspondence
6. Comments from the Public

MEMBERS OF THE PUBLIC ARE INVITED TO SPEAK TO THE BOARD. COMMENTS ARE TO BE LIMITED TO THREE MINUTES OR LESS. DUE TO OPEN MEETINGS ACT RESTRICTIONS, ACTIONS MAY NOT BE TAKEN ON ITEMS NOT ALREADY ON THE AGENDA, BUT ACTION MAY BE DEFERRED TO A LATER BOARD MEETING.
7. Treasurer's Report – November 2023
8. Approval and Payment of Bills
9. Librarian's Report
  - a. Director's Report with personnel– Jennie Cisna Mills
  - b. Department Heads
10. Old Business
11. New Business –
  - a. Approve Resolution 23-07 Adopting the American Library Association's Bill of Rights Under Library Act 103-100 (**Action**)
  - b. Approve an Agreement between the Library and the Timbers of Shorewood for a Community Book Drop to be placed at the Timbers (**Action**)
  - c. Select a Date for the Board and Staff to meet with the Strategic Planning Consultant (**Action**)
  - d. Approve Lease amendment with Shorewood Plaza LLC (**Action**)
11. Other Business
  - a. Agenda Building for the January Meeting
  - b. Announcements – Jennie is on vacation beginning December 22<sup>nd</sup> and returning January 2<sup>nd</sup>
12. Adjournment

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

For further information regarding this meeting agenda, please contact:  
Jennie Cisna Mills, Director  
Shorewood – Troy Public Library District  
650 Deerwood Dr., Shorewood, IL 60404  
815-725-1715, [jmills@shorewoodtroylibrary.org](mailto:jmills@shorewoodtroylibrary.org)

**SHOREWOOD-TROY PUBLIC LIBRARY DISTRICT  
BOARD MEETING  
November 9, 2023**

The Public Hearing on the Tax Levy Ordinance for FY 2023/2024 for the Shorewood-Troy Public Library District was called to order by the President, Thomas Novinski, at 6:30 p.m. on Thursday, November 9, 2023. The meeting occurred in Meeting Room A of the Library at 650 Deerwood Dr., Shorewood, IL 60404.

**ROLL CALL:**

**TRUSTEES PRESENT:**

- |                  |                    |
|------------------|--------------------|
| 1. Karen Voitik  | 2. Arthetta Reeder |
| 3. Tracy Caswell | 4. Tom Novinski    |
| 5. Bob Stahl     |                    |

**ABSENT:** Vito Schultz and Krysten McGee

**STAFF PRESENT:**

Jennie Mills, Director  
Cindy Norman, Finance Clerk

**VISITORS PRESENT:**

None

No action was taken in the hearing.

Treasurer Stahl motioned, and Trustee Reeder seconded for the Public Hearing to adjourn at 6:59 p.m. A roll call was taken, and the motion passed with all members voting "yes."

The regular meeting of the Shorewood-Troy Public Library Board of Trustees was called to order by the President, Thomas Novinski, at 7:00 p.m. on November 9, 2023.

**ROLL CALL:**

**TRUSTEES PRESENT:**

- |                  |                    |
|------------------|--------------------|
| 1. Karen Voitik  | 2. Arthetta Reeder |
| 3. Tracy Caswell | 4. Tom Novinski    |
| 5. Bob Stahl     |                    |

**ABSENT:** Vito Schultz and Krysten McGee

**STAFF PRESENT:**

Jennie Mills, Director  
Cindy Norman, Finance Clerk

**VISITORS PRESENT:** None

**CHANGES/ADDITIONS TO AGENDA:** NONE

#### APPROVAL OF MINUTES:

Treasurer Schultz motioned that the minutes of the regular meeting on October 12, 2023, be approved. Secretary Voitik seconded the motion, and it was passed with all members voting "yes."

Secretary Voitik motioned that the minutes of the Decennial meeting on October 12, 2023, be approved. Treasurer Stahl seconded the motion, passing with all members voting "yes."

COMMENTS FROM THE PUBLIC: None

#### TREASURER'S REPORT:

Cash on Hand Beginning of October 2022	\$1,197,541.33
Cash received during October 2022	40,984.40
Disbursements	<u>(137,309.71)</u>
Cash on Hand End of October 2022	\$1,101,216.02

#### Location and Denomination of Cash

Petty Cash	\$ 300.00
General Fund Checking – Chase	(5,692.12)
Money Market Fund – Chase	212,477.02
Money Market Fund – Old Plank Trail	351,028.79
Payroll Account – Chase	31,872.06
License Plates – Chase	1,398.45
Money Market – Old Plank Trail X9335	22,844.03
Money Market – Old Plank Trail X9981	382,026.93
PMA Financial CD80197	<u>104,960.86</u>
TOTAL	1,101,216.02

#### APPROVAL AND PAYMENT OF BILLS:

Secretary Voitik motioned that the bills presented for payment be approved. Trustee Reeder seconded the motion. A roll call vote was taken, and the motion passed with all Trustees present voting "yes."

CORRESPONDENCE: Director Mills highlighted the paper leaves that came from the Friends Tree. Patrons left messages on the leaves regarding reasons why they love the Library.

#### LIBRARIAN'S REPORT:

- a. Director's Report with personnel – Jennie Cisna Mills
  - Director Mills informed the board that The Timbers is excited about the possibility of a book drop on their site, and they are running the draft contract through their corporate office. Hopefully, it will be up for approval at the December meeting.
  - Pinnacle began discussions with RAILS to explore the possibility of 6 days of delivery instead of 5. The feasibility study is a lengthy process, but the Cooperative feels it would benefit patrons.
- b. Department Heads

#### OLD BUSINESS:

- a. Trustee Caswell would like two auditors for the Whistleblower policy instead of one. The two auditors for this year would be the Vice-President (Vito Schultz) and a Board Member at

Large (Krysten McGee). Trustee Caswell motioned to approve the Whistleblower policy with the amendment of two auditors instead of one. Secretary Voitik seconded, and the motion passed with all Trustees present voting "yes."

- b. Trustee Caswell motioned/President Novinski seconded to use Kathy Parker Consulting to create a Strategic Plan for the Library. A roll call was taken, and the motion passed with a majority vote. Treasurer Stahl dissented.
- c. There was nothing new to report regarding the lease of the land. The Library's attorney is still trying to get the amended lease agreement from the other party's attorney.

#### NEW BUSINESS:

- a. Treasurer Stahl motioned/Trustee Reeder seconded to approve Ordinance 23-3 Tax Levy Ordinance for 2023/2024 for a total of \$1,441,988 levied. A roll call was taken, and the motion passed with all Trustees present voting "yes."
- b. Treasurer Bob Stahl motioned/Secretary Voitik seconded to approve the Annual Treasurer's Report for FY23. A roll call was taken, and the motion passed with all Trustees present voting "yes."
- c. Treasurer Stahl motioned/Secretary Voitik seconded the use of WebLinx as the designer for the new website pending a final presentation with the Library's Marketing Specialist to ensure she is comfortable working with them. A roll call was taken, and the motion passed with all Trustees present voted "yes."
- d. Treasurer Stahl motioned/Secretary Voitik seconded to use Imperial as the new Janitorial Service for the Library. A roll call was taken, and the motion passed with all Trustees present voted "yes." Trustee Caswell asked Director Mills to still look into Cornerstone providing janitorial services to businesses.

#### OTHER BUSINESS:

- a. Lease Update will be on the December meeting agenda
- b. No announcements

President Novinski motioned/Trustee Caswell seconded for the meeting to adjourn at 7:27 p.m. with all members present voting yes.

Respectfully submitted,  
Cindy Norman, Finance Clerk

## **Director's Report/December 14, 2023**

### **Administrative Duties:**

- The Per Capita Grant Guidelines were finally released in the first week of December. The delay in the release of the guidelines was caused by waiting for the Administrative Rules to be completed regarding how library boards must show compliance with anti-book banning initiatives. The easiest way to demonstrate compliance is by passing a Resolution adopting the American Library Association's Bill of Rights. It is on tonight's agenda. The Per Capita Grant application is due January 30<sup>th</sup>; it will be on January's agenda for approval.
- The Timbers of Shorewood have approved the agreement on their end to place a book drop on their property. The agreement is on the agenda tonight for approval.

### **Building:**

- LIRA, our property and casualty insurance cooperative, has group-purchased at their end, building valuations for insurance to be scheduled over the summer. There will be no cost to the libraries.

### **Meetings:**

- Department Manager Meeting, Internal (11/14)
- LIRA Full Membership Meeting – Property & Casualty and Worker's Comp, External (11/29)
- Meeting with Cindy Freesmeyer, ILA's Strategic Plan Consultant as LIMRiCC's Chair, External (12/4)
- ILA's Legislative Breakfast, External (12/6)

# Technical Services Department Head Report

November 2023

November meetings and events:

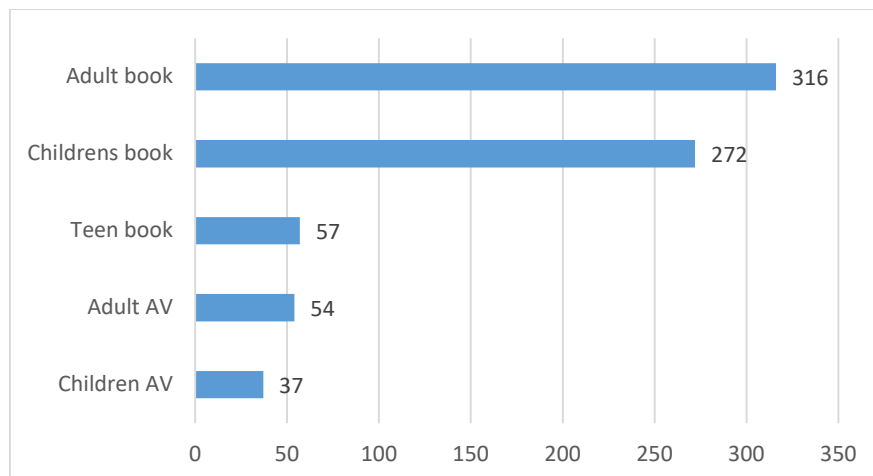
- **11/3 – LACONI TSS: Book, Archival, A/V Repairs and Materials Processing** at Tinley Park Public Library. At this workshop, we covered the repair of damaged materials.
- **11/8 – PinTech meeting** at Plainfield PL. Topics discussed: clean-up reports we need to do to prepare for Vega and Pinnacle updates from Matt.
- **11/17 – RAILS TS Networking group** via Zoom. Topics discussed: using the RAILS listserv archives for TS help, mechanisms for checking the quality/quantity of new hires, and graphic novel cataloging.
- **11/30 – ARRTCon** at Naperville Public Library. I attended RA Moving Parts: Weeding and Maintenance, Next Level RA with Edelweiss, and Your Bookshelf Audit: Track & Assess your Reading.

Current projects:

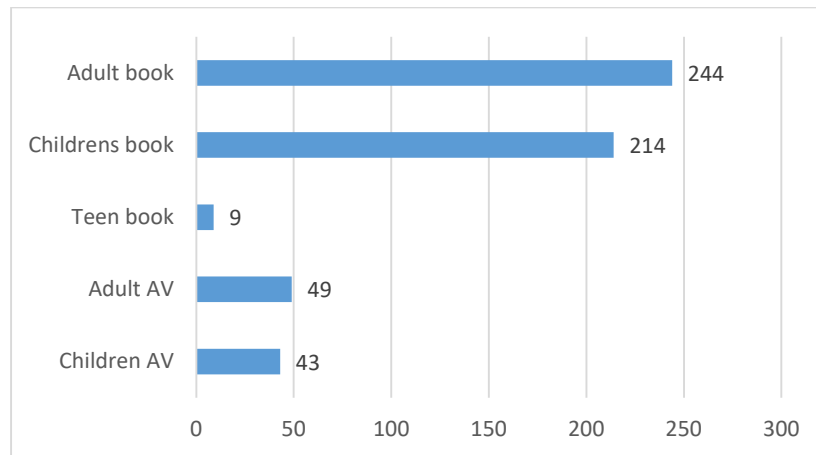
- No current projects

## Tech Service Statistics

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



Items ordered in November:



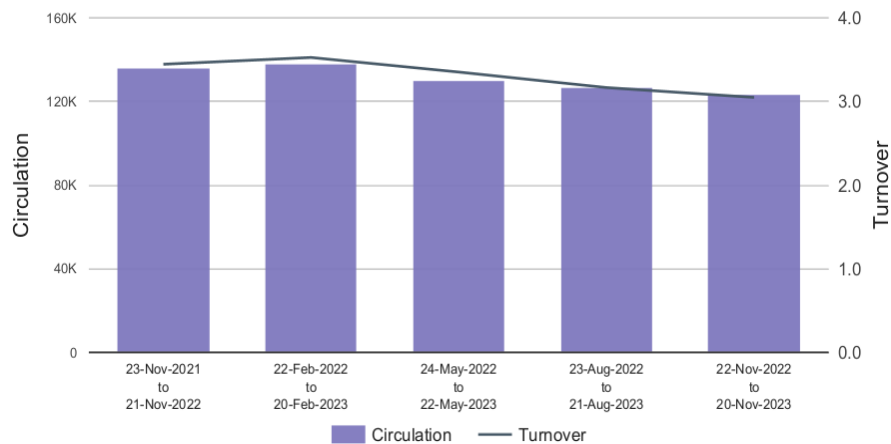
## CollectionHQ

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### Circulation and Turnover

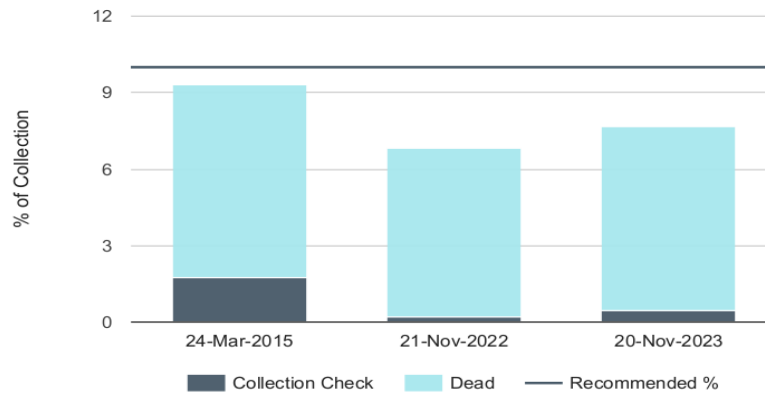
\*This graph displays the circulation of the items in our library as well as the turnover of the items. Data is displayed over 5 points in time.

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



### Dead Items – All Audiences

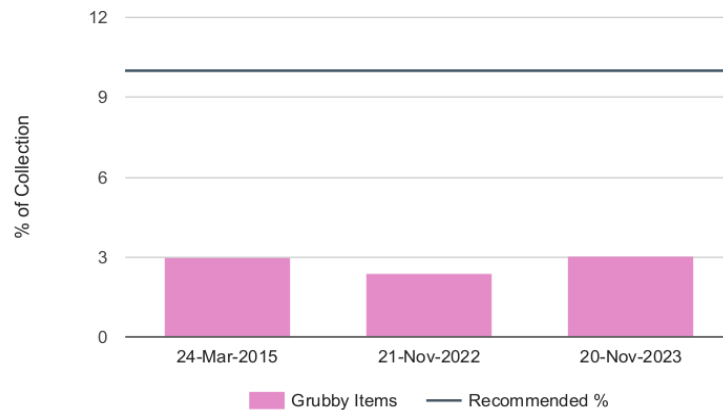
\*This graph shows the percentage of items on shelf that have not been checked out in 2+ years. Our Dead percentage is at 7.66% (0.18% increase from last month). Anything under 10% is considered good.



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### Grubby Items – All Audiences

\*This graph shows the percentage of items currently circulating that have had 40+ checkouts. Our grubby percentage is at 3.04% (.04% increase from last month). As with the dead percentage, the goal is to be under 10%.



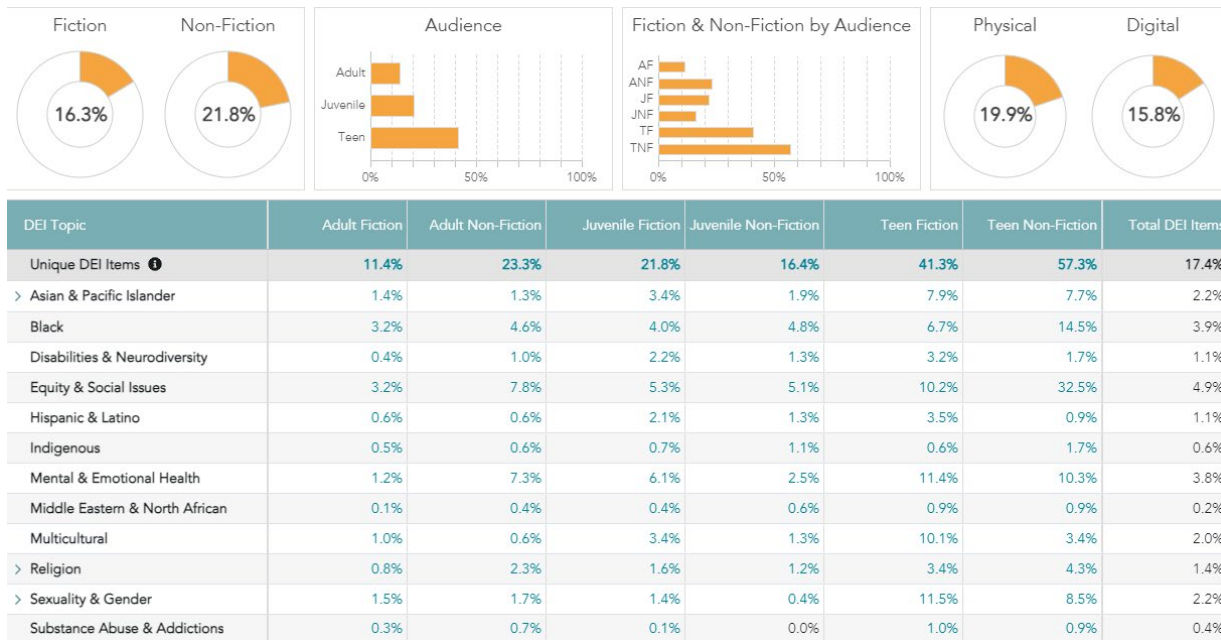


## Diversity, Equity, and Inclusion (DEI)

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

**Items Analyzed this month: 89,218**

**DEI Items: 15,556 (17.4% of our collection ; .1% decrease from last month)**



Respectfully submitted,

Leslie Lovato

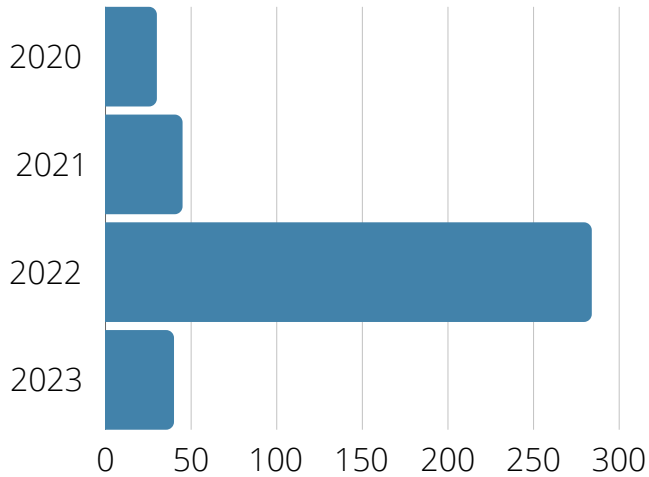
Technical Services Manager

# MONTHLY REPORT

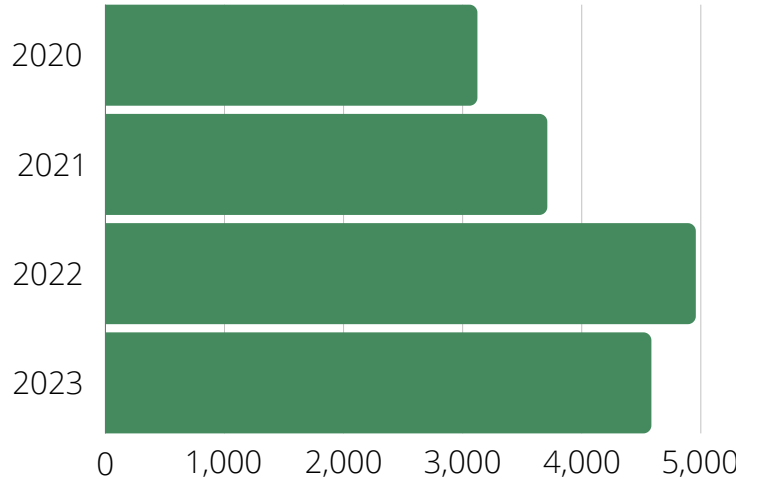
## NOVEMBER 2023

**JULIE HORNBERGER**  
CIRCULATION MANAGER

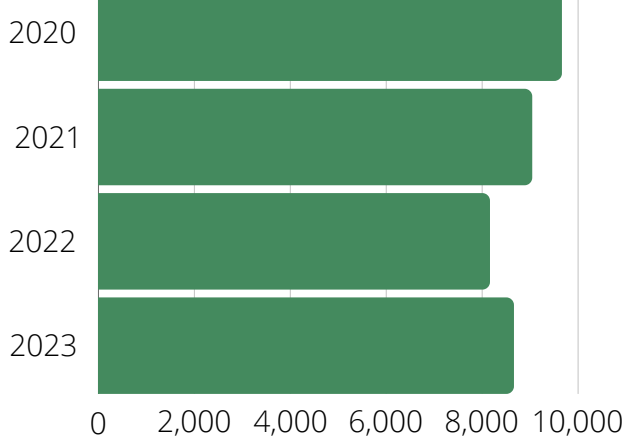
### NEW CARDS



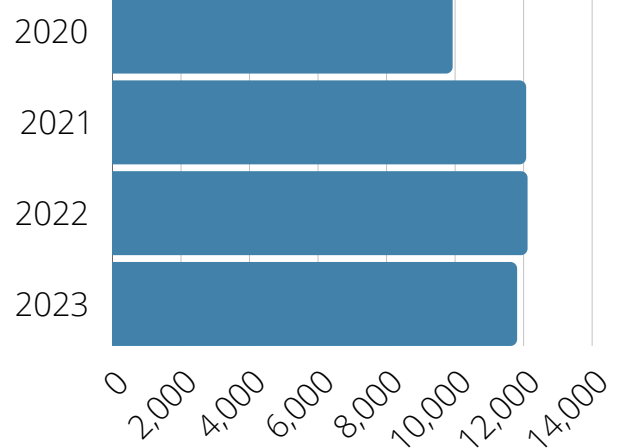
### DOOR COUNT



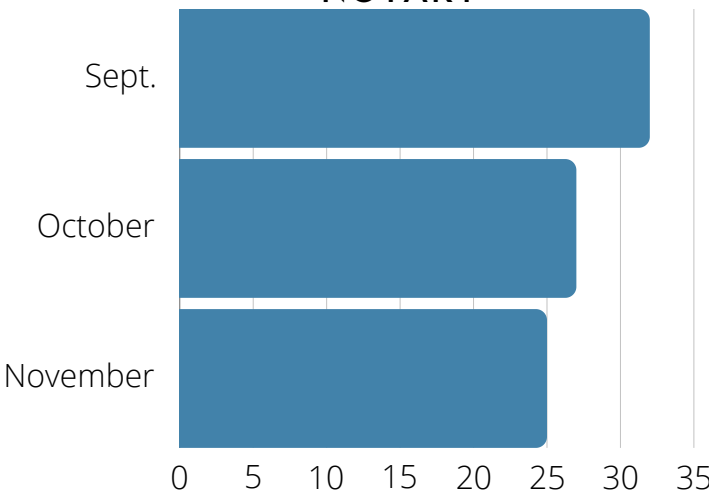
### ITEMS CHECKED IN



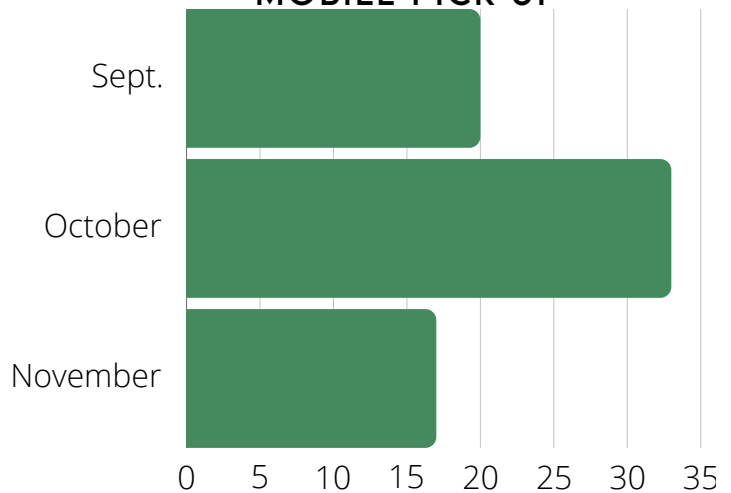
### ITEMS CHECKED OUT



### NOTARY



### MOBILE PICK UP



# MONTHLY REPORT

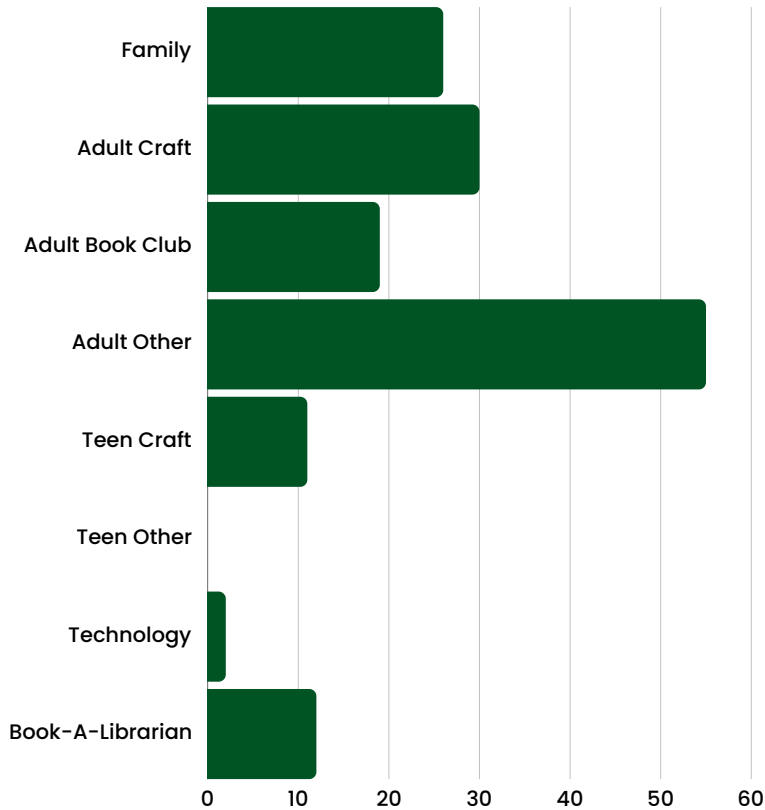
## NOVEMBER 2023

**BECKY GOODE**  
ADULT, TEEN & TECHNOLOGY SERVICES MANAGER

- Adult Services
  - No new projects to discuss.
- Teen Services
  - No new projects to discuss.
- Adult & Teen Outreach
  - No new projects to discuss.
- Technology
  - All public computers now have a USB connection for audio control instead of an auxiliary port. This allows patrons more control over the volume setting of headphones. The ports are still there should it be needed in the future.
  - Communico Interact (new self-check program) is still in progress. Communico engineers are working to identify if there are additional items to complete the build.

# PROGRAMS & OUTREACH

## ACTIVE PROGRAMS



## OUTREACH PROGRAMS/EVENTS



SENIOR SERVICES  
BREAKS FOR HOLIDAY SEASONS  
RESUMES IN JANUARY

DROP OFF SERVICE ONLY  
THIS MONTH

## PASSIVE PROGRAMS

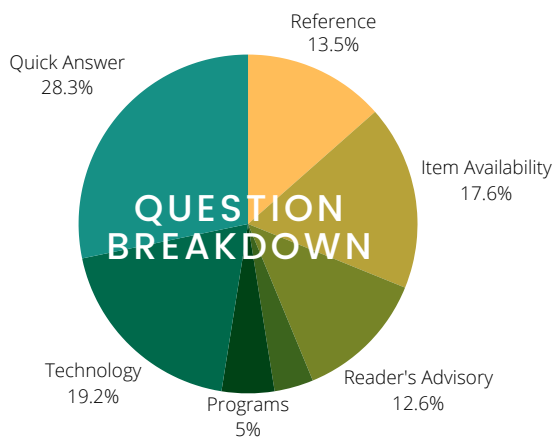
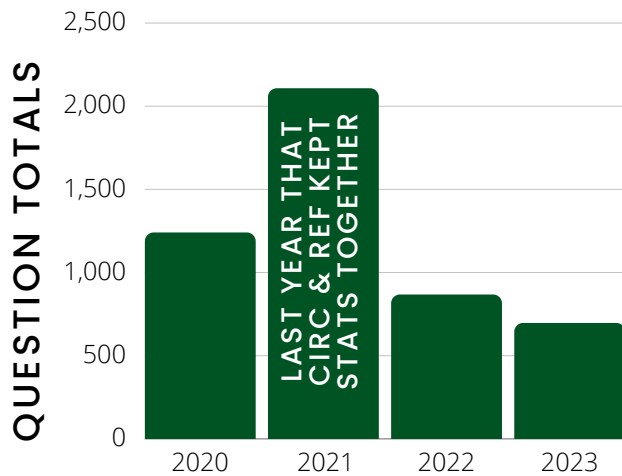
NUMBER OF PROGRAMS: 5  
TOTAL PATRONS: 220

## STAFF MEETINGS PROGRAMS & OUTREACH

- **Becky – Adult, Teen & Technology Manager**
  - Alden Visit Craft x 1
  - ARRTCon (Reader's Advisory Conference)
  - Department Head Meeting
  - Employment Law Conference
  - Events Committee Meeting
  - Home Delivery x 2
  - Joliet Transition Center Training
  - Novel Idea Book Club
  - Programming Meeting
  - Sunshine Committee Meeting
  - Vega Meeting
  - Virtual Pinterest Program
- **Maren – Adult Programming Coordinator**
  - Homeless Training Webinar
  - Programming Meeting
  - STAR Net Workshop Program
  - Sunshine Committee Meeting
  - Tech How To: Streaming Services Program
- **Sarah – Adult & Teen Outreach Coordinator**
  - Family Craft Program
  - Horizons Visit x 1
  - Joliet Transition Center Training
  - Kiwanis Meeting
  - Shorewood Glen Technology Program
  - T-Rexplorers Program
- **Violet – Teen Programming Coordinator**
  - Appalachian Thru-Hike Program
  - Dungeons & Dragons @ Critical Grind
  - Dungeons & Dragons (at library)
  - Hummingbird Cross-stitch Program
- **Hailie – Adult & Teen Services Assistant**
  - Book Bingo Program
  - STAR Net Workshop Program

# STATISTICS

## REFERENCE QUESTIONS



### TYPES OF REFERENCE QUESTIONS

**Holds** - when patrons ask for items to be placed on hold for them.

**Item Availability** - when we search our catalog and/or shelves to see if an item is available for checkout.

**Programs** - questions related to library programs for all ages. For example, "What do I need to bring with me to the Tai Chi program?"

**Quick Answer** - easy to answer questions with quick answers, such as "What time do you open tomorrow?"

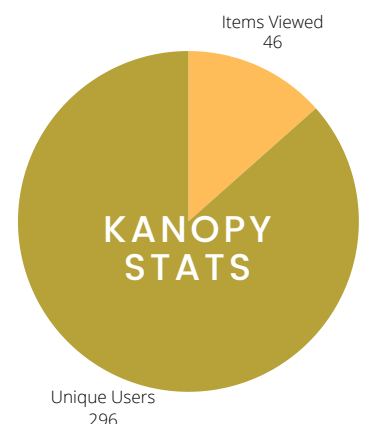
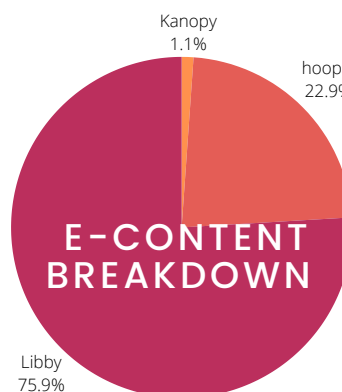
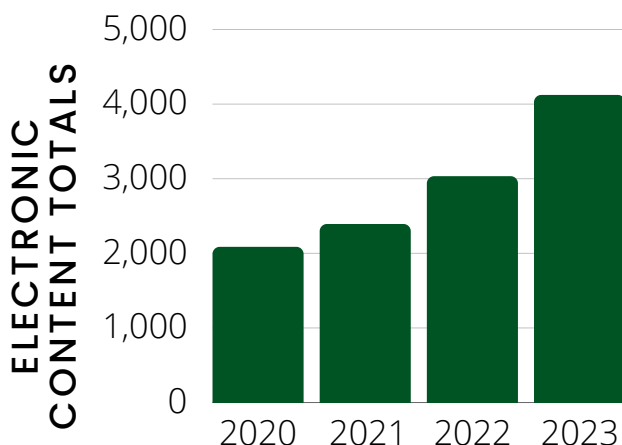
**Reader's Advisory** - reading recommendations based on a conversation with a patron. For example, "Can you help me find a new mystery book? I really like thrillers."

**Reference** - questions involving research, dealing with passports, license plate renewals, or any other in depth topic. For example, "Where is the closest post office, and how do I get there?"

**Technology** - questions on computer programs, smart phones, e-readers, or other technology related programs and devices.

## ELECTRONIC CONTENT

We have three electronic material platforms, Kanopy (movies and television shows), Libby (e-books and audiobooks), and hoopla (e-books, audiobooks, movies, television shows, graphic novels, and music).



# MONTHLY REPORT

## November 2023

### LORI FREEMAN

### CHILDREN'S MANAGER

#### DEPARTMENT UPDATES

##### ● Programming

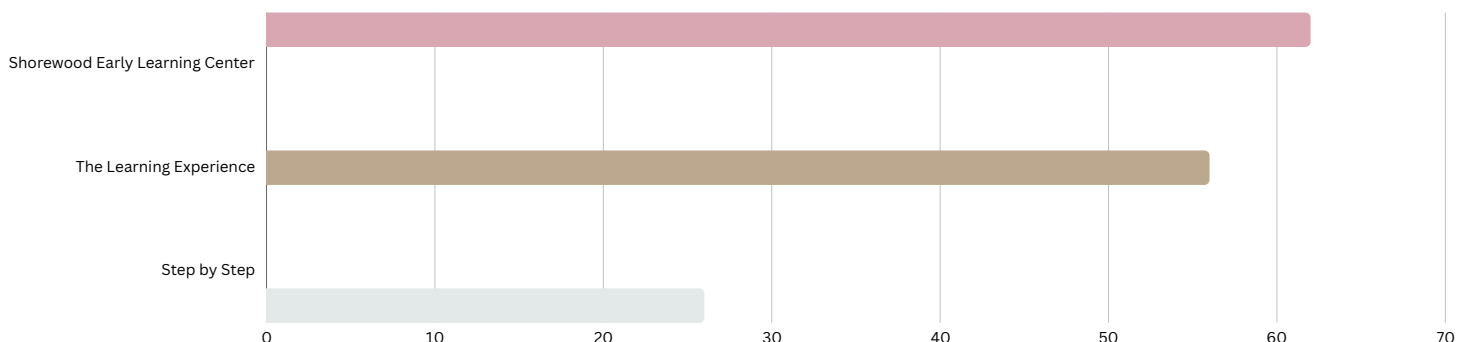
It's beginning to look a lot like Christmas! We have been in full swing decorating the department and the meeting room for Santa's arrival. His visit is one of our most beloved programs. We had full registration by November 20th with 42 on the waitlist.

We had a big delivery of 58 letters in Santa's mailbox this year. The Friends of the Library were Santa's helpers and made sure every child would receive a magical response delivered from the North Pole!

Dino Day was a big hit with our little patrons. It was an all day program in the department with dinosaur crafts, games and DINO centers! It was a fun day leading up to our visit from Ranger the T-Rex! Paleontologist, David Howe, gave us a peek into the world of dinosaurs, science and paleontology. He showed us fossils from a Triceratops and T-Rex, and shared what it's like to go on a Paleontological dig. It was SUPER interesting!

##### ● Children's Outreach

- Gina added a third daycare, Step By Step, to her scheduled reoccurring monthly Storytime visits.
- The final installment for the StoryWalk at Shorewood Village Hall was added, *Snowmen All Year* by Caralyn Buehner. We are in discussion with the village to add three more book stands next spring.
- The STPL Christmas Tree was set up on the second floor at the Village Hall. STPL staff created ornaments for the tree made from the pages of books!
- Gina had a meeting with Dawn Schreiner, the librarian at Holy Family, to discuss outreach opportunities. Gina will follow up with Dawn in December.



# Deliverables

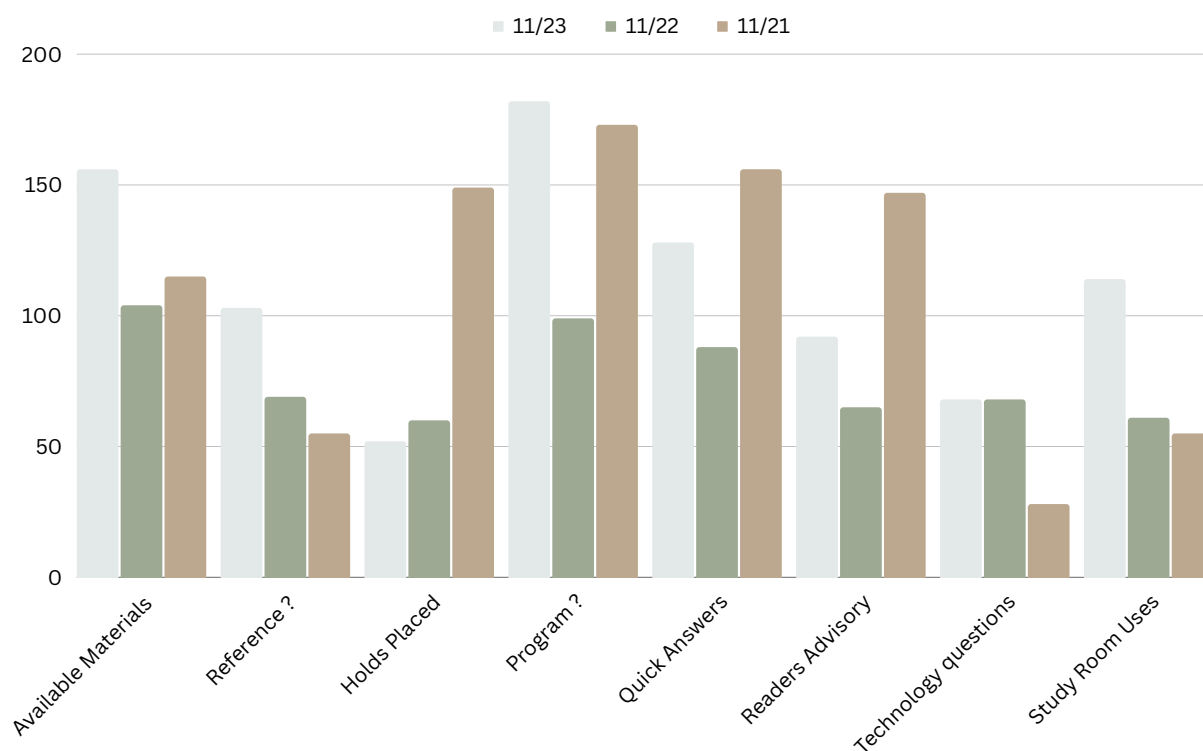
## Active Programs



## Passive Programs



## REFERENCE TRIAGE



### Reference Breakdown 11/23

We had 156 patrons ask about available materials, 103 ask general reference questions, 52 holds were placed, 182 questions were asked about programs, 128 quick answers were provided, 92 reader's advisory transactions were conducted, and 68 patrons asked about technology. 114 study room reservations were made.

# November 2023

## Monthly Board Report

Melissa Almanza, Marketing Specialist

### Department Highlights:

- Midwest Pano photographed the library for our 360 degree virtual tour
  - Tour will be posted on our Google business page soon which will improve our searchability (hopefully above Shorewood Library in Wisconsin)
- Website project update: We chose to work with WebLinx!
  - Working on gathering all the feedback we need to effectively complete the project brief. Project expected to officially kick off in January

### Website Visits:

**2023** – 5,635 views; 1,767 unique visitors;  
3.19 views per visitor

**2022** – 5,039 views; 1,626 unique visitors;  
3.10 views per visitor

**2021** – 4,719 views; 1,519 unique visitors;  
3.11 views per visitor

### eNewsletter:

**2023** – 7,564 emails sent; 43.95% read rate;  
348 clicks; 199 unique clickers

**2022** – 6,826 emails sent; 44.45% read rate;  
172 clicks; 99 unique clickers

**2021** – 6,144 emails sent; 32.89% read rate;  
323 clicks; 164 unique clickers

### Program Referrals:

#### 11/2023

Social Media: 5  
Friend: 19  
In-House Signage: 6  
Library Staff: 34  
Website: 186  
Newsletter: 210  
Other: 30

#### 11/2022

Social Media: 2  
Friend: 26  
In-House Signage: 9  
Library Staff: 37  
Website: 176  
Newsletter: 228  
Other: 43

#### 11/2021

Social Media: 11  
Friend: 6  
In-House Signage: 4  
Library Staff: 13  
Website: 246  
Newsletter: 92  
Other: 8

#### Facebook:

	2023	2022	2021
Published Posts:	32	52	71
Reach:	6,363	4,478	--
Visits:	737	213	--
Interactions:	682	597	--
New Followers:	3	7	--

#### Instagram:

	2023	2022	2021
Published Posts:	8	1	55
Reach:	246	255	--
Visits:	27	26	--
Interactions:	49	0	--
New Followers:	5	0	0

### Meeting Room Bookings:

**2023** – 3 total; all non-profit

**2022** – 2 total; both non-profit

**2021** – 5 total; 4 non-profit, 1 for-profit



December 14, 2023

TO: Shorewood-Troy Library Board of Trustees

FROM: Jennie Mills, Director

RE: Resolution 23-07 Adopting American Library Association's Bill of Rights

On June 12, 2023, Public Act 103-100 became a law which declares that it is a policy of the State of IL "to encourage and protect the freedom of libraries and library systems to acquire materials without external limitation and to be protected against attempts to ban, remove, or otherwise restrict access to books or other materials."

To be eligible for state grants, including the Per Capita Grant, Library Boards must now demonstrate that they are in compliance with this law. The Per Capita Grant provides funding at \$1.475 per person in the District. The grant application is due on **January 30<sup>th</sup>**.

**On December 4<sup>th</sup>, public libraries received guidelines about how to apply for the Per Capita Grant this year, including how to demonstrate compliance with Public Act 103-100. From the email:**

*This year's new requirement is certification that the library meets [75 ILCS 10/8.7](#). It is the policy of the State to encourage and protect the freedom of libraries and library systems to acquire materials without external limitation and to be protected against attempts to ban, remove, or otherwise restrict access to books or other materials.*

*Illinois libraries are only eligible for state-funded grants if:*

- They provide a written certification that they have adopted the American Library Association's Library Bill of Rights, specifically indicating reading materials should not be removed or restricted because of partisan or personal disapproval; **or***
- Provide their own policy statement prohibiting the practice of banning books or resources, similar to the following: The \_\_\_\_\_ library or institution name \_\_\_\_\_, shall protect the intellectual freedom of the library user and shall prevent censorship of its library materials, ensuring items are not withdrawn from its library collection merely because individuals or groups object to the material.*

**Submit the required certification form by January 30, 2024.** If your library has adopted the ALA's Bill of Rights, check the first box on the form.

Within the short timeframe provided, the Resolution is the easiest way to demonstrate compliance. It is in the Board packet. The grant application will be on January's agenda for approval.

**RESOLUTION 23-07**  
**RESOLUTION ADOPTING THE AMERICAN LIBRARY ASSOCIATION LIBRARY BILL OF RIGHTS PURSUANT**  
**TO PUBLIC ACT 103-100**

**WHEREAS**, the Shorewood-Troy Public Library District is a public library district existing and operating pursuant to the Public Library District Act of 1991, 75 ILCS 16 et seq.; and

**WHEREAS**, on June 12, 2023, the Illinois General Assembly passed Public Act 103-100 ("**Act**") to encourage and protect the freedom of libraries and library systems to acquire materials without external limitation and to be protected against attempts to ban, remove, or otherwise restrict access to books or other materials; and

**WHEREAS**, the Act provides that in order to be eligible for State of Illinois grants, Illinois libraries must either (i) adopt the American Library Association (ALA) Library Bill of Rights or, in the alternative, (ii) develop a written policy prohibiting the practice of banning books or other materials within the library or library system; and

**WHEREAS**, the Shorewood-Troy Public Library District Board of Trustees finds and determines that adopting the ALA Library Bill of Rights, in conformance with the Act, is in the public's best interests.

**NOW, THEREFORE, BE IT RESOLVED** by the Shorewood-Troy Public Library District Board of Trustees as follows:

**Section 1. Recitals.** The above-stated recitals are incorporated herein by reference.

**Section 2. Adopting the ALA Library Bill of Rights.** In furtherance of and conformance with Public Act 103-100, the Shorewood-Troy Public Library District Board of Trustees hereby adopts the ALA Library Bill of Rights (attached as Exhibit A), as it may be amended occasionally.

**Section 3 Effective Date.** This Resolution will be in full force and effect from and after its passage and approval as provided by law.

PASSED THIS 14th day of December, 2023.

AYES:

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NAYS:

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ABSENT:

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APPROVED THIS 14TH day of December, 2023.

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Thomas Novinski  
President, Board of Trustees

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Karen Voitik  
Secretary, Board of Trustees

## Exhibit A

### ALA Bill of Rights

#### **Library Bill of Rights**

The American Library Association affirms that all libraries are forums for information and ideas, and that the following basic policies should guide their services.

I. Books and other library resources should be provided for the interest, information, and enlightenment of all people of the community the library serves. Materials should not be excluded because of the origin, background, or views of those contributing to their creation.

II. Libraries should provide materials and information presenting all points of view on current and historical issues. Materials should not be proscribed or removed because of partisan or doctrinal disapproval.

III. Libraries should challenge censorship in the fulfillment of their responsibility to provide information and enlightenment.

IV. Libraries should cooperate with all persons and groups concerned with resisting abridgment of free expression and free access to ideas.

V. A person's right to use a library should not be denied or abridged because of origin, age, background, or views.

VI. Libraries which make exhibit spaces and meeting rooms available to the public they serve should make such facilities available on an equitable basis, regardless of the beliefs or affiliations of individuals or groups requesting their use.

VII. All people, regardless of origin, age, background, or views, possess a right to privacy and confidentiality in their library use. Libraries should advocate for, educate about, and protect people's privacy, safeguarding all library use data, including personally identifiable information.

Adopted June 19, 1939, by the ALA Council; amended October 14, 1944; June 18, 1948; February 2, 1961; June 27, 1967; January 23, 1980; January 29, 2019.

Inclusion of "age" reaffirmed January 23, 1996.

Although the Articles of the *Library Bill of Rights* are unambiguous statements of basic principles that should govern the service of all libraries, questions do arise concerning application of these principles to specific library practices. See the documents designated by the Intellectual Freedom Committee as [Interpretations of the Library Bill of Rights](#).

*Citation: "Library Bill of Rights", American Library Association, June 30, 2006.*

*<http://www.ala.org/advocacy/intfreedom/librarybill> (Accessed November 7, 2023)*

*Document ID: 669fd6a3-8939-3e54-7577-996a0a3f8952*

December 14, 2023

TO: Shorewood-Troy Library Board of Trustees

FROM: Jennie Mills, Director

RE: Agreement with Timbers of Shorewood for Book Drop

The agreement with the Timbers of Shorewood is essentially the same agreement that the Library has in place with the Troy Township, except that it has the "Intergovernmental" language removed. The agreement provides mutual indemnification for all parties as part of the agreement. As you can see, the Executive Director of the Timbers has already signed the agreement.

**DRAFT AGREEMENT BETWEEN THE SHOREWOOD-TROY PUBLIC LIBRARY DISTRICT AND TIMBERS OF SHOREWOOD FOR THE INSTALLATION, MAINTENANCE, AND OPERATION OF A COMMUNITY BOOK DROP**

THIS AGREEMENT is made and entered into this **xx day of December 2023** (“Effective Date”), by and between Timbers of Shorewood, Will County, Illinois (“Timbers”), and the Shorewood-Troy Public Library District (“Library”).

**WHEREAS**, the Timbers and the Library mutually desire to have a community book drop installed and maintained on the Troy Township’s property, located at **1100 North River Road, Shorewood, IL 60404** (the “Book Drop Site”).

**NOW, THEREFORE**, in consideration of the mutual agreements and covenants herein and upon further consideration of the recitals hereinabove set forth, it is hereby agreed by and between the Parties as follows:

**1. SECTION 1. BOOK DROP.**

- a. The initial term of this agreement will be three (3) years, with automatic three (3) year renewals, unless either party shall notify the other party of its intent to terminate the Agreement at least six months prior to the next succeeding renewal date. Notice of termination will be sent by certified mail, requesting a return receipt, or by personal delivery.
- b. The Library District will be solely responsible for all costs associated with the initial installation of the Book Drop (the “Initial Installation”) at the Book Drop Site, including the purchase of the Book Drop.
- c. The Timbers as the right to determine where the book drop will be located on its property and select the installer of its choice.

- d. 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").
- e. If 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.
- f. The Library District will empty the Book Drop. Keys to the Book Drop will be provided to the Timbers in case misplaced items are put in the book drop.
- g. The Timbers will be responsible for clearing snow and ice in front of the book drop. The parties agree that this allocation of responsibility is solely for their convenience, and the parties do not intend for it to create or diminish any duties or obligations to third parties that either party otherwise has, nor shall a violation of this provision be evidence of negligence.

**SECTION 2. INDEMNIFICATION.** The Parties shall mutually indemnify, hold harmless, and defend with counsel of the indemnifying Party's own choosing, the other party, its officials, officers, employees, agents, and contractors, including their past, present, and future elected officials and agents from and against all liability, third-party claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgment, or other liabilities including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature due to any negligent misconduct of such indemnifying party in its performance under this Agreement.

**SECTION 3. INSURANCE.** The Library shall carry public liability insurance in an amount of not less than \$1,000,000.00 per person per occurrence, and such policy shall name the other Party as an additional insured for the services performed or actions undertaken pursuant to this Agreement. The Library will provide the Timbers with copies of the certificates of insurance policies stated within thirty (30) days of the Effective Date of this Agreement.

**SECTION 4. SEVERABILITY AND WAIVER.** If any portion of this Agreement is held invalid or inoperative by a court of competent jurisdiction, then so far as is reasonable and possible, the remainder of this Agreement shall be deemed valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative. The failure by either Party to enforce against the other Party any term or provision of this Agreement shall be deemed not to be a waiver of such Party's right to enforce against the other Party to same or any other such term or provision.

**SECTION 5. GOVERNING LAW AND VENUE.** This Agreement will be governed by and construed in accordance with the laws of the State of Illinois. The venue for all disputes arising out of, under, or relating to this Agreement shall be the 12<sup>th</sup> Judicial Circuit Court, Will County, Illinois.

**SECTION 6. AUTHORITY.** The Parties warrant and guarantee that they have proper and complete authority to enter into this Agreement and perform according to its terms.

**SECTION 7. ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement by the Parties, and supersedes all prior negotiations, representations or agreements relating thereto, written or oral, except to the extent they are expressly incorporated herein. Unless otherwise provided for herein, no amendments, changes, alterations, or modifications of this Agreement shall be effective unless in writing and executed by the Township and Library. There are no third-party rights, benefits, or beneficiaries under this Agreement.

**SECTION 8. NOTICE.** All notices provided for in this Agreement shall be in writing and may be given by personal delivery, recognized overnight delivery service (deemed delivered the next business day), facsimile (deemed delivered when received per fax receipt) or by certified or registered mail, return receipt requested, postage prepaid (deemed delivered two days after deposited in the U.S. Mail) Notices shall be addressed as follows:



If to the Timbers:

Timbers of Shorewood  
Attn: \_\_\_\_\_  
1100 North River Rd.  
Shorewood, IL 60404

If to the Library:

Shorewood-Troy Public Library  
Attn: Library Director  
650 Deerwood Drive  
Shorewood, IL 60404

Any Persons may change the persons and contact information with respect to such Party by notifying the other Party in the manner outlined in this Section.

**SECTION 9. COUNTERPARTS.** This Agreement may be signed in two or more counterparts, each of which shall be treated as an original but which, when taken together, shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed on the date set above.

**Shorewood-Troy Public Library District:**

**Timbers of Shorewood**

\_\_\_\_\_

**Thomas Novinski, Board President**

\_\_\_\_\_ *Kevin Young - Executive Director*

**Name**

\_\_\_\_\_

**Attest: Karen Voitik, Board Secretary**

\_\_\_\_\_ *[Signature]* 12/6/23

**Name**

December 14, 2023

TO: Shorewood-Troy Board of Trustees

FROM: Jennie Mills, Director

RE: Strategic Planning Dates

Kathy Parker, the Library's Strategic Planning Consultant, has suggested two potential dates for the start of the project.

- **Friday, March 15** (for the staff portion of the project), with **Saturday the 16<sup>th</sup>** for the Board portion
- **Friday, March 22<sup>nd</sup>** (for the staff portion of the project), with **Saturday, the 23<sup>rd</sup>** for the Board portion

She would like to know the dates as soon as possible so that she can get them scheduled on her calendar.

December 14, 2023

TO: Board of Trustees

FROM: Jennie Mills, Director

RE: Lease Amendments

Mr. Gallo, the attorney for the Michas family, sent the lease amendment on November 14<sup>th</sup>. Our attorney has reviewed it, and it does meet what they agreed to amend:

- The expiration date of the lease is now July 2048
- Should the Library vacate the land, the Library now does not have to return the land to its natural state; the parking lot can remain.

The original lease allows for an out clause in Section 2 should the library vacate the current building, as does the Lease amendment:

*The Lease Term. The term of this Lease shall commence on the date hereof ("Commencement Date") and shall expire upon the earlier of (1) the District vacating its facility at 650 Deerwood Drive Shorewood, IL 60404 or (2) July 9, 2048.*

## **FIRST AMENDMENT TO PARKING LOT LEASE AGREEMENT**

This First Amendment To Parking Lot Lease Agreement (this “Amendment”), is made by and between **SHOREWOOD PLAZA, L.L.C.**, an Illinois limited liability company (the “Landlord”), and **SHOREWOOD-TROY PUBLIC LIBRARY DISTRICT**, an Illinois municipal corporation (the “Tenant” or “District”), effective as of November \_\_, 2023 (the “Effective Date”). Capitalized Terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Lease (hereinafter defined). Landlord and Tenant are sometimes hereinafter referred to collectively as the “Parties”, or each individually as a “Party”.

### **W I T N E S S E T H:**

WHEREAS, Landlord and Tenant entered into that certain Parking Lot Lease Agreement dated July 9, 2015 (the “Lease”), pursuant to which Landlord agreed to lease to Tenant and Tenant agreed to lease from Landlord the Property, as defined in the Lease; and

WHEREAS, Landlord and Tenant have agreed to make certain changes in the terms and provisions of the Lease as hereafter provided and desire to execute this Amendment to set forth in writing all such changes.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby amend the Lease as follows:

**1. Integration of Amendment and Lease.** The recitals set forth above are incorporated herein. The Amendment and the Lease shall be deemed to be for all purposes, one instrument. In the event of any conflict between the terms and provisions of this Amendment and the terms and provisions of the Lease, the terms and provisions of this Amendment shall, in all instances, control and prevail.

**2. Extension of Term.** That Paragraph 2, The Lease Term, of the Lease is hereby deleted in its entirety and replaced with the following:

“2. The Lease Term. The term of this Lease shall commence on the date hereof (“Commencement Date”) and shall expire upon the earlier of (1) the District vacating its facility at 650 Deerwood Drive Shorewood, IL 60404 or (2) July 9, 2048. Prior to the Lease terminating on July 9, 2048, and if there are no events of default, the parties will make best efforts to extend the Lease under terms and provisions mutually agreeable to both parties.”

**3. Improvements.** That Paragraph 5(c), Construction and Maintenance, of the Lease is hereby deleted in its entirety and replaced with the following:

“(c) All such alterations, additions and improvements to the Property shall become the property of the Landlord at the end of the Lease Term.”

4. **Whole Agreement.** The Lease, as modified by this Amendment, sets forth the entire agreement between the Parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements. As extended and amended herein, the Lease shall remain in full force and effect.

5. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which, when so executed and delivered shall be deemed an original and all of which taken together shall constitute one and the same instrument. Counterparts of this Amendment which are delivered by facsimile or electronic mail shall be deemed original counterparts for all purposes.

IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the date first set forth above.

LANDLORD:

**SHOREWOOD PLAZA, L.L.C.,**  
an Illinois limited liability company

By: \_\_\_\_\_  
William A. Michas, Manager

Date: \_\_\_\_\_

TENANT:

**SHOREWOOD-TROY PUBLIC LIBRARY  
DISTRICT,** an Illinois municipal corporation

By: \_\_\_\_\_  
Jennifer Mills, Director

Date: \_\_\_\_\_

## PARKING LOT LEASE AGREEMENT

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

### WITNESSETH:

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

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

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

3. Purpose and Use.

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

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

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

5. Construction and Maintenance.

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

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

(c) All such alterations, additions and improvements to the Property shall become the property of the Landlord at the end of the Lease Term

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

7. Quiet Enjoyment.

(a) Landlord represents and warrants to and covenants and agrees with Tenant that upon Tenant paying the rental required in this Lease and observing and performing the other obligations, terms, covenants and conditions of this Lease on Tenant's part to be observed and performed, Tenant shall be entitled to peaceably

and quietly use, possess and enjoy the Premises during the Lease Term hereof and such use, possession and enjoyment shall not be terminated, disturbed, diminished or impaired.

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

8. Insurance.

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

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

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

10. Indemnification.

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

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



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

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

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

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

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

14. Remedies and Enforcement.

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

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

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

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

For District:

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

With a copy to:

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

For Landlord:

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

With a copy to:

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

17. Interpretation. The parties hereto stipulate and agree that all parties were responsible for the draft of this Lease, and that no party shall be deemed a drafter for purposes of interpreting the intent of the parties. Further, no prior draft of this Lease, or

notes or testimony thereon, shall be used in any manner for the interpretation of the meaning of the terms of this Lease.

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

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

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

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

*{signature page to follow}*

**LANDLORD:**

Shorewood Plaza, L.L.C.

By: William A. Michay  
Manager

Date 7-20-2015

**TENANT:**

Shorewood-Troy Public Library District

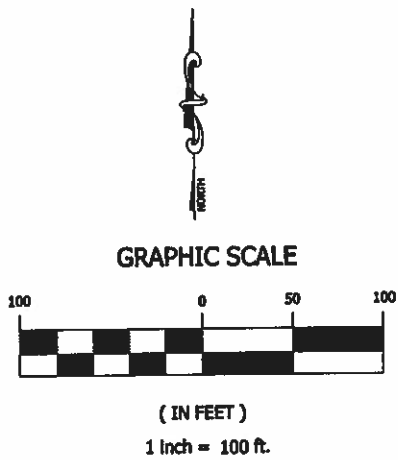
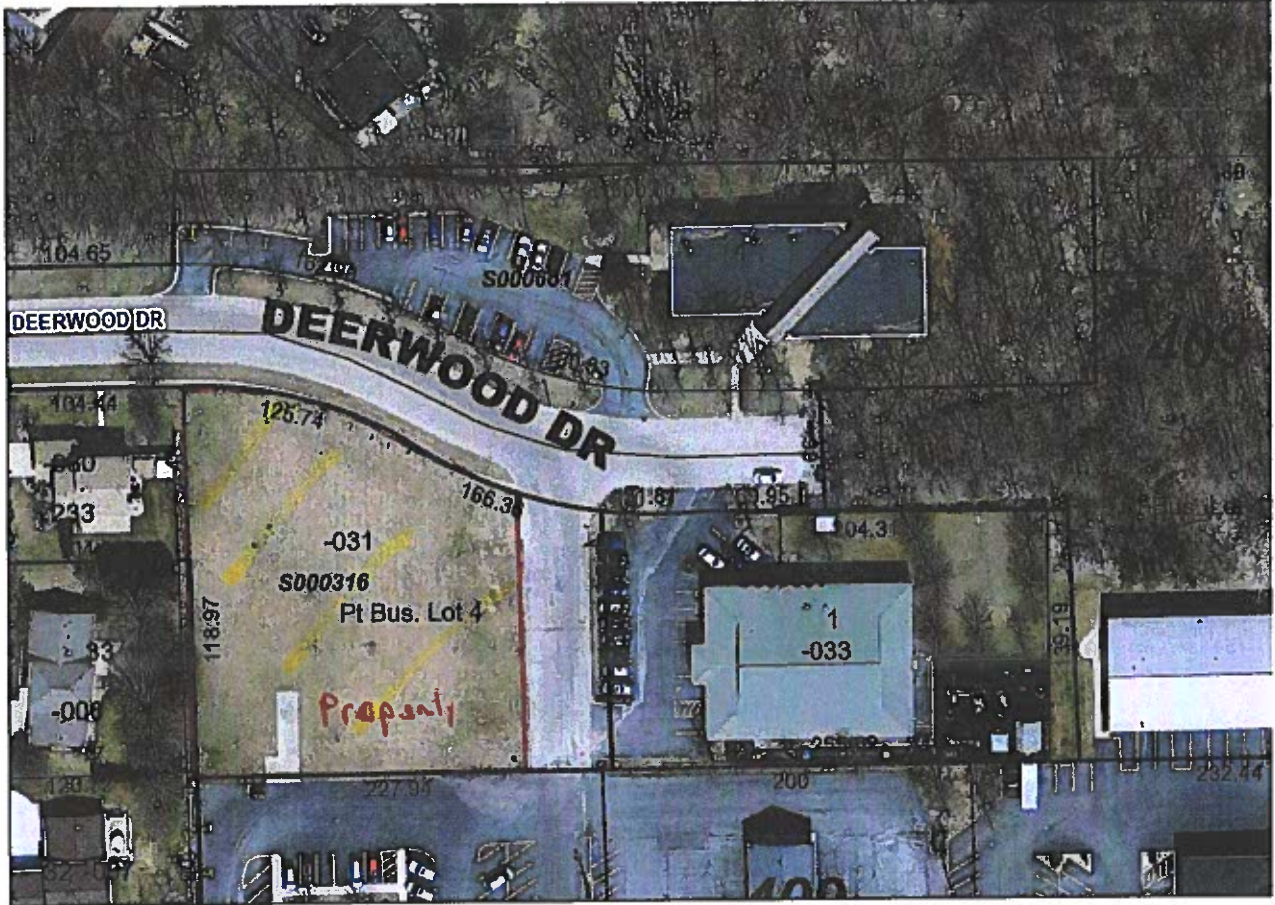
By: [Signature]  
Director

Date 7-9-15

EXHIBIT A  
Description

See attached depiction of the Property.

## EXISTING SITE MAP



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

**EXHIBIT 1**

**SCALE:** 1" = 100'

**FIELDWORK DATES:**

REVEREND FIELDWORK DATE:

DRAWN BY: L.W.D.



# ROGINA

**ENGINEERS & SURVEYORS, LLC.**

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

Professional Design Firm License No. 184-006843 - Exp. 4/30/2015

**FILE NO:**

SHOREWOOD-TROY LIBRARY

0842.02

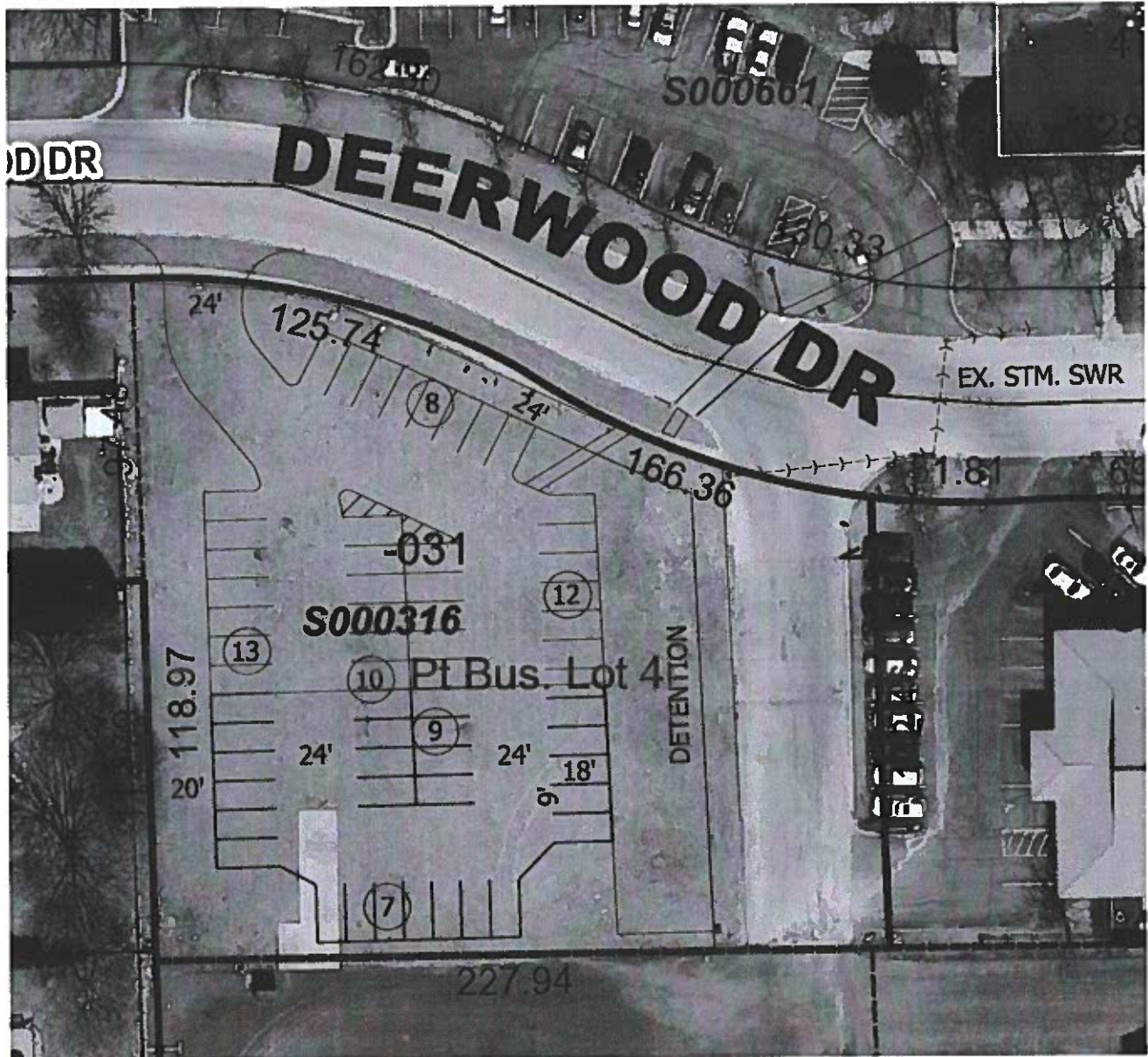
EXHIBIT B  
Parking Lot Plans





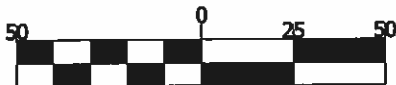


# PROPOSED PARKING LOT ULTIMATE CONSTRUCTION



TOTAL PARKING SPACES = 59 SPACES

GRAPHIC SCALE



( IN FEET )

1 Inch = 50 ft.

SOURCE: WILL COUNTY GIS 2013 6-INCH  
AERIAL PHOTOGRAPHY

## EXHIBIT 4

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



**ROGINA**

ENGINEERS & SURVEYORS, LLC.

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

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

SHOREWOOD-TROY LIBRARY

FILE NO:

0842.02


REV #1 PER CLIENT COMMENTS 7/03/15

EXHIBIT C  
Private Road

See attached depiction of the Private Road.



## An aerial photograph overlaid with a cadastral map. The map shows several land parcels, each labeled with a unique identifier (e.g., 0506094040180000, 0506094090310000). Topographic contour lines are drawn across the terrain, indicating elevation changes. A road labeled "DEERWOOD DR" runs horizontally across the middle-left portion of the image. Various buildings, parking lots, and other structures are visible on the ground. Some parcels are highlighted with colored outlines or boxes. The overall scene depicts a mix of developed and undeveloped land.



GRAPHIC SCALE



1 inch = 100 ft.

EXHIBIT 2

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

**ENGINEERS & SURVEYORS, LLC.**

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