

LAKE FOREST LIBRARY BOARD OF TRUSTEES
360 East Deerpath Road, Lake Forest, IL 60045
Tuesday, October 13, 2020, 7:30 p.m.
Regular Meeting by Remote Access (Virtual)

The Library Trustees will be remotely attending this regularly scheduled Board of Trustees meeting by electronic means, in compliance with Governor's Executive Order 2020-07, issued on March 16, 2020, that suspended certain Open Meetings Act provisions relating to in-person attendance by members of a public body. Specifically, the Governor's Order: (1) suspends the requirement in Section 2.01 that "members of a public body must be physically present:" and (2) suspends the limitations in Section 7 on when remote participation is allowed. This Executive Order is effective the duration of the Gubernatorial Disaster proclamation. The Library provides members of the public with an opportunity to participate in the meeting.

Members of the public can participate remotely in the meeting via Microsoft Teams by clicking the following link: [Join Microsoft Teams Meeting](#). Or by calling: +1 872-240-4516. Conference ID: 220 680 225#.

Alternatively, members of the public may email comments to Catherine Lemmer, Library Director, at climmer@lakeforestlibrary.org, before noon on Tuesday, September 8, and the comments will be read into the meeting minutes. The minutes of the September 8th meeting will be available on the Library's website after they are approved at the next meeting of the Library Board of Trustees. Current and past meeting information is available at: www.lakeforestlibrary.org/board-meetings. The Library website and social media platforms are updated after the meeting.

Agenda

1. Call Meeting to Order.
2. President's Remarks:

This meeting of the Lake Forest Library Board is being held as a virtual meeting because the Illinois Governor has declared the COVID-19 pandemic a disaster and it is not practical or prudent for in-person meetings. The Library Director is on-site at the Library for this meeting and may be reached by calling 847.810.4602. This meeting is being recorded and the recording posted on the Library's website.

3. Board of Trustees Roll Call/Confirmation that can hear the discussion.
4. Call for additions to the Agenda.

5. For action: Approval of the Agenda
6. Opportunity for the Public to Address the Board and Correspondence.
7. For action: Approval of the September 8, 2020 Meeting Minutes
8. For action: Discussion and approval of September 2020 Financial Report
9. For action: Discussion and approval of an Intergovernmental Agreement with the City of Lake Forest with respect to the Lake County COVID 19 Relief Fund
10. For action: Discussion and approval of Freedom of Information Act Policy
11. For action: Discussion and approval of election day hours
12. Technology Report [Ed Finn, Head of Operations]
13. Facilities Report [Chris Wheeler, Head of Facilities]
 - a. For action: Discussion and approval of commercial cleaning contract
14. Update on Trustee annual training and education requirements
15. Library Director Report
16. Unfinished Business
17. New Business
18. Adjournment

Upcoming Meeting: Regular Board Meeting, November 10, 2020

Special meetings may be called at any time with proper notice pursuant to the Library's bylaws.

Individuals with disabilities who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meetings or the facilities are requested to contact the Library Director at 847.810.4602 promptly to allow the Library to make reasonable accommodations.

PUBLIC COMMENT AT BOARD MEETINGS POLICY

The Illinois Open Meetings Act provides in Section 2.06 that at meetings of public bodies, “any person shall be permitted an opportunity to address public officials under the rules established and recorded by the public body.” 5 ILCS 120/2.06(g).

The Board of Trustees welcomes public participation. This policy provides the following rules and guidelines for public participation at its meetings.

Individuals attending board meetings must conduct themselves with respect and civility toward others. Abusive, profane, threatening, or harassing language and/or personal attacks will not be permitted. The Board President or presiding officer may prohibit further comment at the meeting by a speaker whose remarks violate this rule.

Public comments are permitted during the time designated on the Board of Trustees meeting agenda, unless otherwise directed by the Board President.

The Board President determines the order in which speakers will be recognized.

When recognized by the Board President, the speaker should begin by stating his or her name and address.

Public comments will ordinarily be limited to three (3) minutes per speaker. The Board President shall have discretion to modify this time limit, as well as to limit repetitive comments.

Members of the public will not be allowed to speak a second time until all members of the public who wish to speak have been allowed to do so. The Board President will determine whether second public comments will be permitted, and if so, the appropriate amount of time for public discussion, and will end public comment at his/her discretion.

Board members are not obligated to respond to comments from the public. Issues requiring possible action by the board may be added to a future meeting agenda, and issues that can be addressed by library administration will be noted.

A copy of these guidelines will be placed next to the sign-in sheet made available to members of the public at the entrance to board meetings.

Petitions or written correspondence directed to the board shall be presented to the board by the Board President or Secretary at the next regularly scheduled board meeting.



Minutes are a summary of the board's discussion and actions. Speaker requests to append written statements or correspondence to the minutes are not favored. Generally, written materials presented to the board will be included in the library's files rather than in the minutes. The Board President shall have the authority to determine procedural matters regarding public participation not otherwise defined in these guidelines.

(Approved January 9, 2018.)

INSPIRATION ♦ IDEAS ♦ COMMUNITY

October 2020 Board Meeting – September 2020 Public Correspondence

Patron Comments/Suggestions: Comments are transcribed from the “How are we doing? Share your comments, suggestions, compliments, or complaints” cards in the foyer of the library. Comments also come via phone, email and U.S. post. This does not include program evaluation comments. Correspondence regarding the capital improvement project has been added to the Trustee’s SharePoint Site.

Suggestion Box

- Each week we get our curbside pick-up of children’s books. Lorie always selects 10-12 perfect picture books for my children to peruse throughout the week. Thank you to the staff for keeping us entertained and engaged during this pandemic! Melanie Uteg, biggsmelanie@gmail.com. Email response sent.
- My husband and I participated in the Zoom gathering on the *Crash of 1929*. It was fabulous. The speaker was knowledgeable, articulate, and passionate about the subject. We learned so much! Linda and Larry Remensnyder. September 16, 2020
- I would love to see the library return the last printed set of *Encyclopedia Britannica* for the public to use during this e-learning era, for the very reason that it is not an e-resource, it is not clickable and it is chock-filled with topics to broaden a young learner’s mind. My 7th grader and I are making due with *World Book* for now. If the Library has a copy of the last printed set that it would like to sell, we would be interested. Todd Curry. toddcurry@me.com. August 31, 2020. Email response sent.

Comments from the Library Capital Improvement Project Webpage

- none

Contact Form

- Rob Miller, BossaBebop@protonmail.com
On Sat 9/19 Barb was very helpful, professional and efficient with a large check-out of music. I hope this will help expand my daughter’s musical horizons. Thank you! Email response sent.
- Teri Weber, September 10, 2020, teriweber@yahoo.com
Re: Billy Caldwell (1780-1841): Chicago and the Great Lakes Trail (Virtual) on Sept 16, 2020
BRAVO!! BRAVO!! WONDERFUL PRESENTATION AND LECTURE!! Thank you very much and please pass our thanks to Ms Kelsey - very well done! We so enjoy the virtual offerings in the areas of history, art, music etc. from the library, especially at night after work when we can attend. Please keep them coming! Keep up the good work! Thank you again, Teri Weber.

US Mail

Note from the Mortensen Family. September 18, 2020.

Dear Lake Forest Library Staff,
We wanted to let you know how very much we appreciate your efforts during these post challenging months. Being able to check out materials has truly been a lifesaver. Thank you so much for your efforts.
The Mortensen family

Lake Forest Library Board of Trustees
360 E Deerpath Road, Lake Forest, IL 60045
Regular Meeting (Remote Access) Minutes
7:30 p.m. September 8, 2020

CALL TO ORDER

President Wendy Darling called the meeting to order at 7:30 p.m. with the following statement:

This meeting of the Lake Forest Library Board is being held as a virtual meeting because the Illinois Governor has declared the COVID-19 pandemic a disaster and it is not practical or prudent for in-person meetings. The Library Director is on-site at the Library for this meeting and may be reached by calling 847.810.4602. This meeting is being recorded and the recording posted on the Library website.

ROLL CALL/CONFIRMATION OF ABILITY TO HEAR PROCEEDINGS

Trustees Present: Germaine Arnson, Bryan Bertola, Wendy Darling, JoAnn Desmond, Elizabeth Grob, JJ Johnson, Andrea Lemke, David Rose, and Carrie Travers.

Staff Present: Catherine Lemmer, Library Director; Ed Finn, Head of Operations.

ADDITIONS TO THE AGENDA

None

APPROVAL OF THE AGENDA

Trustee Johnson made a motion, seconded by Trustee Grob, to approve the agenda. The motion carried unanimously with a roll call vote.

OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD AND CORRESPONDENCE

No request to address the board.

APPROVAL OF MINUTES

Trustee Rose made a motion, seconded by Trustee Travers to approve the August 11, 2020 Meeting Minutes with the correction of a numerical typo. The motion carried unanimously with a roll call vote.

DISCUSSION AND APPROVAL OF THE AUGUST 2020 FINANCIAL REPORT

Director Lemmer provided a comprehensive report of the August 2020 financials in the board packet and inquired if there were any questions from Trustees. She reported that the City revenue is on target and tax payments have been received as expected. Ms. Lemmer indicated that all lines performed at or under budget and they continue to be cautious with expenditures. In response to a question by a Trustee, the Director indicated that there may be additional custodial expenses due to the extra cleaning required due to COVID-19. Trustee Lemke made a motion, seconded by Trustee Darling, to approve the August 2020 financial report as presented. The motion carried unanimously with a roll call vote.

DISCUSSION AND APPROVAL OF THE LAKE FOREST LIBRARY FOUNDATION FUNDS

President Darling reported that the first meeting of the Foundation Board is scheduled for September 14 and that there is a need for the Foundation to have funds to purchase Directors and Officers Insurance and other basic startup items to begin raising funds. After considerable discussion about the pros and cons of offering a loan versus a grant, Trustee Arson made a motion, seconded by Trustee Desmond, to issue a loan of \$10,000 to the Foundation in support of its efforts to accomplish the Library's mission. The motion carried unanimously with a roll call vote.

LIBRARY DIRECTOR REPORT

Director Lemmer referred the Trustees to her written report in the Board Packet where she reported on quantifiable metrics and anecdotal impacts of library operations during this time of COVID-19 and other updates. One of the Library's biggest recent COVID challenges is that recent research indicates that shelved or stacked books should now be quarantined for at least 7 days to fully eliminate the virus. Ms. Lemmer is also in discussion with the Friends of the Library about this extended quarantine recommendation to determine how they wish to proceed with their efforts.

Ms. Lemmer reported on the Library's FEMA application for nearly \$50,000 in reimbursable expenditures and conversations with the City about the potential capacity to share in its grant distributed through Lake County. Director Lemmer also indicated that the FY2020 audit is complete and she explained the All Staff session to educate library staff on the First Amendment Audit actions that are taking place in some western suburbs.

Director Lemmer provided an update on personnel including the qualifications of the new Facilities Manager, Chris Wheeler; the retirement and relocation of Children's Library Assistant, Mary Good; and, the resignation of Ross Shanley-Roberts, Head of Technical Services to pursue other opportunities.

Ms. Lemmer briefly summarized discussions with City Administrators about preparation for an October presentation before City Council to present the big picture of the library's plan for renovation and expansion. The City Administrators also advised the Director on community involvement related to the project.

UNFINISHED BUSINESS

No unfinished business.

NEW BUSINESS

No new business.

Lake Forest Library Board of Trustees
Regular Meeting (Remote Access) Minutes
September 8, 2020

ADJOURNMENT

Trustee Travers made a motion, seconded by Trustee Darling, to adjourn the meeting at 8:14 p.m. Motion carried unanimously with a roll call vote.

Upcoming Meetings:

Regular Board Meeting: October 13, 2020 7:30 p.m., Remote Access

JoAnn Desmond, Secretary

Minutes approved by the Board on October 13, 2020.

Lake Forest Library
Year-to-Date Monthly Financial Report
September 2020
Unaudited Month 5
FY2021

REVENUES	Current Month Actual	Year to Date Actual	Year to Date Budget	Annual Budget	(Over)/Under Variance	% of Annual Budget
Unassigned Funds on Hand 5/1	\$1,727,562	\$1,727,562	\$1,727,562	\$1,727,562		
Tax Based (Levy, SSN, IMRF)	\$975,666	\$3,183,833	\$2,126,769	\$4,253,537	\$1,057,064	74.85%
Non Tax Based	\$25,316	\$72,797	\$40,500	\$97,200	\$32,297	74.89%
Gifts (includes Friends)	\$11,982	\$96,007	\$35,000	\$84,000	\$61,007	114.29%
TOTAL REVENUES	\$1,012,964	\$3,352,637	\$2,202,269	\$4,434,737	\$1,150,369	75.60%
TOTAL FUNDS ON HAND	\$2,740,526	\$5,080,199	\$3,929,830	\$6,162,299	\$1,150,369	
EXPENDITURES						
Salaries & Wages	\$117,590	\$582,707	\$761,744	\$1,800,486	\$179,037	32.36%
Fringes	\$29,676	\$146,138	\$213,679	\$466,208	\$67,541	31.35%
SSN	\$8,741	\$43,340	\$71,041	\$154,998	\$27,701	27.96%
IMRF	\$12,132	\$59,405	\$91,718	\$200,113	\$32,313	29.69%
Materials (print, AV, tech, online)	\$31,516	\$259,211	\$590,333	\$644,000	\$331,122	40.25%
Other Operating Expenses	\$66,525	\$280,401	\$281,376	\$675,303	\$975	41.52%
Building Maintenance	\$11,805	\$98,464	\$100,000	\$240,000	\$1,536	41.03%
Sub Total	\$277,984	\$1,469,667	\$2,109,892	\$4,181,108	\$640,224	35.15%
Capital	\$9,000	\$21,500	\$104,167	\$250,000	\$82,667	8.60%
TOTAL	\$286,984	\$1,491,167	\$2,214,058	\$4,431,108	\$722,891	33.65%
BALANCE		\$3,589,032	\$1,715,772	\$1,731,191		
RESERVES						
Capital Improvements	\$2,050,000					
Technology Improvements	\$300,000					
Capital Equipment	\$300,000					
	\$2,650,000					

Lake Forest Library
September 2020 (Month 5) FY2021
Financial Notes

Revenues

Funds on Hand: \$1,727,562 (unrestricted/unaudited). This account will be reset to include the FY2020 surplus after the completion of the FY2020 audit in October 2020 to reflect the FY2020 surplus.

Tax-Based: \$3,183,833 payments typically received in June and September. This year the last payment may be made in November. Currently at 75% of FY budget; versus 95% last year this time. Budget is carrying a \$64,247 reserve for potential reserve for loss tax revenue.

Non-Tax Based: \$72,797 non-tax revenues; includes \$14,515 replacement of personal property tax payment, \$24,219 per capita grant; \$9,700 impact fees, and \$14,013 investment income, and other income streams. Library generated income from copying services is down. Overall non-tax based income at 75% of FY budget.

Gifts: \$96,007; Includes Friends FY2021 grant of \$74,000. 114% of FY budget.

Expenditures

Salaries, Fringes: \$582,707 for salaries: 32% of FY budget; \$146,138 for fringes: 31% of FY budget. \$43,340 for SSN: 28% of FY budget; \$59,405 for IMRF: 30% of FY budget.

Materials: Books, AV and Electronic Services: \$280,401: 42% of FY budget. Annual payments for periodical and database subscriptions paid. Print materials on order, materials other than popular fiction are experiencing some delays from publishers.

Other Operating Expenditures: \$280,401: 42% of FY budget. Includes \$10,475 in administrative fee to City of Lake Forest, \$132,598 for special projects.

Building Maintenance: \$98,464: 41% of FY budget. Reflects cleaning service contract, service calls and repairs for HVAC, elevator, and other systems; and annual liability and casualty insurance premiums. COVID-19 expenses such as additional cleaning services and PPE impact reflected. Application to FEMA for reimbursement is ongoing.

Capital: \$21,500, 9% of FY budget. Payment of the work on switch gear approved in February and delayed due to COVID-19. Overall lines for capital improvement are \$250,000.

Reserves

\$1,727,562 - Operating cash reserve (fund balance-unassigned). After the completion of the annual audit, the Board will be asked to consider and approve transfers increase capital reserves. The Library's reserves are currently \$2,650,000: capital equipment (\$300,000), capital improvements (\$2,050,000), and technology (\$300,000).

Year to Date FY2021: 34% of budget expenses; 76% budget revenues

FY2020 Audit Update

The Library's financial statements and audit are folded into the City. The Library has reviewed its portion of the FY2020 audit from Baker & Tilly. The City of Lake Forest Audit Committee meets on October 15 for the final review of the entire audit. On November 2, the FY2020 audit will be presented to City Council for acceptance. The audit will be presented for acceptance to the Library Board at its regular meeting on November 10, 2020. Adjustments due to any surplus will be discussed and authorized at that time.

Agenda Item 9

Action Recommended: Motion to approve the Intergovernmental Agreement by and between the City of Lake Forest and the Lake Forest Library and the actions taken with respect to the reimbursement request.

Staff recommends the Library Board approve an Intergovernmental Agreement (IGA) between the City of Lake Forest and Lake Forest Library to allow for the Library to participate in the Lake County COVID 19 Relief Fund.

Funds received by Lake County pursuant to the Coronavirus Aid, Relief and Economic Security Act (CARES Act) have been allocated to governmental entities through various formulas. The City of Lake Forest approved an IGA with Lake County to participate in the COVID 19 Relief Fund on August 3, 2020. Approval of the IGA allowed the City to participate in the COVID 19 Relief Fund established by the County and receive reimbursement for eligible expenses incurred to address the Coronavirus Pandemic. Lake County elected to allocate funds only to separate Library districts, leaving municipal libraries such as Lake Forest Library without funding options through this program other than to receive a portion of the funds allocated to the City.

The CARES Act was passed by Congress and signed into law on March 27, 2020 in response to the catastrophic public health and economic impacts of the Coronavirus Pandemic. The Act allocated more than \$2 trillion in economic relief and allowed for:

- direct economic impact payments;
- assistance for small businesses in the form of the Paycheck Protection Program;
- preservation of jobs in industries adversely impacted by the spread of COVID-19; and
- payments to State, Local, and Tribal governments through the Coronavirus Relief Fund (CRF).

The CARES Act established a \$150 billion Coronavirus Relief Fund to cover expenses that (i) are incurred due to the COVID 19 public health emergency, (ii) were unbudgeted as of March 27, 2020, and (iii) were incurred between March 1, 2020 and December 31, 2020.

The CARES Act set forth amounts to be paid to States, the District of Columbia, US Territories, and eligible units of local government based on population. Direct allocations of CRF were made to any county or municipality with a population exceeding 500,000. Lake County received a direct allocation of \$121.5 million. The Lake County Board formed the F&A Special Committee on COVID-19 Recovery charged with making recommendations to the Lake County Board regarding the distribution of the funds.

The \$20 million dedicated to municipalities was initially allocated based on 2019 population estimates, resulting in an allocation of \$631,260 to the City of Lake Forest. The City made an initial application prior to Lake County's July 31 submittal deadline. Additional submittals may be made until October 15, 2020. To receive funds from Lake County, the City submitted

documentation of eligible expenses and an executed IGA setting forth the obligations of both Lake County and the City in regards to the COVID 19 Relief Fund.

With Lake County electing to allocate funding only to library districts, Lake Forest Library can only access CRF funding via a submittal by the City on behalf of the Library.

Based on the allocation model used by Lake County for library districts (2010 population served), the Lake Forest Library would be eligible for reimbursement of eligible expenses up to \$62,482 which represents approximately 10% of the City's allocation.

The Library has been pursuing direct reimbursement from FEMA and will continue to do so for those expenses arising after October 15 and/or those not eligible for reimbursement from Lake County. Submitting to Lake County via the City's submission process will likely expedite the reimbursement funds to the Library. The submission deadline is October 15.

Elizabeth Holleb, City Finance Director, and her team are helping the Library queue up the submittal. Library Staff have been working directly with the City's Finance Department to properly tag and authenticate the Library's COVID-19 related expenses. It is anticipated that the submission will be around \$51,000, under the cap of \$62,482 The City Attorney and the Library's attorney have reviewed the IGA.

The Library is very grateful and appreciative of all the efforts of Elizabeth Holleb, City Finance Director, and Diane Hall, Assistant Finance Director, to make this submission happen for the Library.

The City-Library IGA sets forth the amount of CRF funding for which the City would submit to Lake County on the Library's behalf and provides standard claw back provisions should the reimbursement be found to be invalid in the future. The IGA tracks the City-Lake County IGA.

It is recommended that the Library Board authorize execution of an IGA between the City of Lake Forest and Lake Forest Library and all actions taken to submit the reimbursement under the IGA.

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF LAKE
FOREST AND LAKE FOREST LIBRARY
ASSOCIATED WITH COVID19 RELIEF FUND**

THIS AGREEMENT is made this _____ day of _____, 2020, by and between the **CITY OF LAKE FOREST** (hereinafter referred to as "CITY") and **LAKE FOREST LIBRARY** (hereinafter referred to as "LIBRARY"). The CITY and the LIBRARY shall hereinafter be referred to jointly as the Parties.

RECITALS

WHEREAS, the Illinois Constitution and the Intergovernmental Cooperation Act (5ILCS 220/ *et. seq*) authorize units of local government, including municipalities, to contract or otherwise associate among themselves in any manner not prohibited by law and to jointly exercise any power, privilege or authority conferred upon them by law; and

WHEREAS, Article 7, Section 10 of the Illinois Constitution of 1971 and the Illinois Intergovernmental Cooperation Act 5 ILCS 220/1 *et seq.* allow units of public entities to enter into intergovernmental agreements in the furtherance of their governmental purposes; and

WHEREAS, pursuant to the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") Lake County received approximately one hundred twenty-two million dollars from the United States Government ("CARES Act Funds"); and

WHEREAS, the CARES Act provides for payments to local governments navigating the impact of the COVID-19 outbreak via the Coronavirus Relief Fund; and

WHEREAS, the CARES Act provides that payments from the Coronavirus Relief Fund may only be used to cover expenses which: (1) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); (2) were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the local government; and (3) were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020; and

WHEREAS, Lake County was eligible to receive payments under the CARES Act, as it is a unit of local government in excess of 500,000 residents; and

WHEREAS, the United States Department of Treasury ("Treasury") has issued guidelines with regards to the authorized use of funds allocated to local governments under the CARES Act; and

WHEREAS, Lake County and the CITY have entered into an Agreement intended to promote the most efficient distribution of financial resources which have been made available to Lake County to benefit the citizens of the County; and

WHEREAS, Lake County has allocated CARES Act Funds to Library districts, but not municipal libraries such as the LIBRARY; and

WHEREAS, the CITY recognizes that the LIBRARY would not be eligible for CARES Act funding without the CITY submitting to Lake County on behalf of the LIBRARY; and

WHEREAS, under the CARES Act, should the Office of the Inspector General determine that the funds were used in a manner contrary to the intent of the Act or contrary to the United States' Department of Treasury guidelines, the CARES Act provides that the federal government may recoup the improperly spent funds from Lake County; and

WHEREAS, Lake County, the CITY, the LIBRARY and its residents, have suffered secondary effects of the coronavirus emergency; and

WHEREAS, the CITY, as a jurisdiction eligible for CARES Act funding through Lake County, finds that it is appropriate to use these funds to defray certain costs incurred by the LIBRARY related to the coronavirus emergency; and

WHEREAS, pursuant to guidance and interpretations of Treasury, Lake County as recipient of CARES Act funds may distribute a portion of those funds to other responsible entities within the County to assist in distributing CARES Act funds to those most in need of such funds to be administered in compliance with the CARES Act, current and amended Treasury guidance and interpretations; and

WHEREAS, the CITY may submit to Lake County and may provide reimbursement to the LIBRARY for eligible reimbursements per the Treasury guidance, both current and as amended; and

NOW, THEREFORE, the CITY and LIBRARY hereby agree as follows:

Section One (1): Recitals, Definitions and Purpose.

1.0 Recitals Incorporated. The recitals set forth above are incorporated in this Agreement by reference and made a part of this Intergovernmental Agreement ("IGA").

1.1 Definitions.

1.1.1 "CARES ACT funds" shall refer to funds which have been allocated to Lake County under the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") of which Lake County is ultimately responsible for the disposition.

1.1.2 "Forms" shall refer to forms or application documents used to seek reimbursement of coronavirus related expenses under this agreement.

1.1.3 All other words used in this agreement which are not specifically defined shall have their normal and ordinary meaning.

1.2 Purpose. The purpose of this Agreement is to establish a contractual relationship between the CITY and LIBRARY with regards to the proposed reimbursement of LIBRARY expenses, submitted by the CITY on behalf of the LIBRARY, associated with the coronavirus emergency from federal CARES ACT funds which the United States Federal Government has

disbursed to Lake County. Lake County, by resolution, created the Lake County Local Government COVID-19 Reimbursement program. This agreement shall remain in effect between the parties to govern the form of applications for reimbursement, the review of applications, the criteria for reimbursable expenses, the retention of documents, and other material terms governing the processing of reimbursement applications as outlined in the guidelines provided by Lake County.

Section Two (2): CITY Responsibilities

2.0 Generally. The CITY, by and through its Finance Department, agrees to submit to the County eligible requests for reimbursement of CARES Act funding submitted to the CITY by the LIBRARY subject to the requirements set forth herein.

2.1 Submittal does not guarantee approval. The CITY, by receiving and submitting the reimbursement requests of LIBRARY, does not guarantee approval of the reimbursement requests by Lake County, the United States Department of Treasury, or the Office of the Inspector General.

2.2 No further obligations. The CITY shall have no further obligations under this IGA other than those expressly set forth.

Section Three (3): LIBRARY Responsibilities

3.0 Generally. In order to submit requests for reimbursement of coronavirus emergency related expenditures pursuant to this Agreement, LIBRARY agrees to submit the forms, certifications and documentation as may be required by Lake County for any expense for which LIBRARY seeks reimbursement under this Agreement. LIBRARY agrees that the sole and exclusive decision as to whether or not LIBRARY's request is granted lies within the discretion of Lake County, and that submission of expenses for reimbursement does not obligate Lake County to agree to reimburse those expenses. LIBRARY acknowledges that the CITY, through its Finance Department, may disallow submittal to Lake County for expenses which, in the discretion of the Finance Director, are not permitted uses for CARES ACT funds. The parties also agree that expenses that may be otherwise eligible for reimbursement may be rejected by Lake County in its sole discretion and that Lake County is under no obligation to approve any particular reimbursement request, and that reimbursement is also subject to the availability of funds.

Section Four (4): Form of Expense Submittals, Certification, Failure to Use Form or Comply with Criteria

4.0 Generally. The Parties agree that expenses for which LIBRARY seeks reimbursement shall be submitted upon the forms and in the manner as may be required by Lake County. The Parties agree to utilize these forms exclusively in seeking reimbursement of expenses related to the coronavirus emergency.

4.1 Certification. By entering into this IGA, the Board of Trustees, Director or other authorized official of the LIBRARY certifies that the expenses for which LIBRARY seeks reimbursement: (i) are necessary expenditures incurred due to the public health emergency with response to the Coronavirus Disease 2019, (ii) were not accounted for in the most recently approved budget of the LIBRARY, as of March 27, 2020, (iii) were incurred during the period between March 1, 2020 and December 30, 2020, and (iv) meet the criteria set forth in the United States Department of Treasury guidelines and interpretations, both current and as they may be amended and supplemented in the future.

4.2 Failure to use form or attach certification. The failure by LIBRARY to use the required forms or to accompany each and every reimbursement request with a completed certification, shall lead to the summary rejection of that submittal by the CITY.

4.3 Failure to comply with Department of Treasury Guidelines and Interpretations. LIBRARY acknowledges that Lake County has reserved the right to reject any reimbursement which it determines, in its sole and exclusive discretion, does not meet the criteria of the CARES ACT or United States Department of Treasury guidelines and interpretations, both current and as may be amended and supplemented in the future, associated with disbursement of funds under the CARES ACT.

4.4 LIBRARY shall not submit for reimbursement any expense which the LIBRARY has submitted or will submit to any other entity, whether public or private, for reimbursement. Should LIBRARY at any time receive reimbursement for any expense for which the LIBRARY has already been reimbursed pursuant to this Agreement, the LIBRARY shall within 14 days or at the next scheduled meeting of its Board occurring thereafter authorize and refund that reimbursement to the CITY for submittal to Lake County.

Section Five (5): Reimbursement Guidelines

5.0 Reimbursement Guidelines will be provided to LIBRARY that will include details specific to maximum reimbursement funding and allocation method, allowable expenses, required documentation and format of submittal, submission deadlines, reporting requirements, compliance audit information, and records retention, among other guidance. The reimbursement guidelines may be updated based on additional information received by Lake County or if additional funding is allocated.

Section Six (6): Cooperation

6.0 CITY agrees to cooperate with the LIBRARY in submitting requests for reimbursement, including providing sample forms.

6.1 LIBRARY agrees to abide by the terms of the CARES Act and all United States Department of Treasury guidelines and interpretations, both current and as may be amended and supplemented in the future.

6.2 LIBRARY shall, at the CITY's request, supply CITY with all relevant information for the CITY to evaluate whether a request for reimbursement meets the criteria under the CARES

Act and United States Department of Treasury guidelines, both current and as may be amended and supplemented in the future.

Section Seven (7): Records

7.0 LIBRARY shall maintain all records relating to the expenses which CITY seeks to have reimbursed by Lake County from CARES Act funds for a period of at least ten (10) years or the period of time required by other state or federal law, whichever is longer.

7.1 At any time, the CITY may request that the LIBRARY provide records relating to the expenses which LIBRARY seeks to have reimbursed. LIBRARY agrees to provide records within 14 days of CITY request.

7.2 Failure to provide records may result in the denial of the reimbursement request. In circumstances where the reimbursement request has been granted and the records are needed to justify the reimbursement to the Office of the Inspector General or any other office, official, or department which may later become responsible for auditing disbursements of CARES Act funds, failure by LIBRARY to provide these records, for any reason including the prior destruction of these records, shall constitute a breach of this Agreement. The sole and exclusive remedy for such a breach is that LIBRARY shall be responsible for repayment of any disbursement which the Office of Inspector General, or its successor, finds improper, unsupported, or unable to be verified within the time limit set by the Office of Inspector General. The LIBRARY shall make said repayment on or before the CITY is required to reimburse Lake County and/or the federal government for such improper, unsupported, or unverified expense. Additionally, LIBRARY agrees to indemnify the CITY or make the CITY whole for any penalty assessed against the CITY based upon LIBRARY's failure to retain or provide records.

Section Eight (8): Timeliness

8.0 The Parties agree that time is of the essence in the processing of applications for reimbursement. The CITY shall use all reasonable speed and diligence in the processing of applications for submittal to Lake County.

8.1 The Parties agree that time is of the essence in communications seeking supporting documents or requesting records under this agreement. The Parties agree that they shall use all reasonable speed and diligence in responding to requests for records or supporting documents.

Section Nine (9): Indemnity

9.0 The Parties agree that where the CITY may rely upon the certification of the LIBRARY that such expenses which LIBRARY sought to have reimbursed from CARES Act funds met the minimum requirements of the CARES Act, and where the Office of the Inspector General, or any other person, official, or department which is charged with the auditing and review of expenditures of CARES Act funds determines that such reimbursement was not permitted under the CARES Act, LIBRARY agrees to indemnify, reimburse and make whole the CITY for any funds which the United States Government or its agencies seeks to recoup or

collect, either by litigation, or by withholding other federal funds owed to the CITY. LIBRARY further agrees to indemnify, reimburse, or make whole the CITY for any penalties associated with the federal government seeking to recoup the expended CARES Act funds which Lake County disbursed to CITY related to LIBRARY expenses including interest, attorney fees or any penalty provided by law. Additionally, LIBRARY agrees to indemnify the CITY or make the CITY whole for any penalty assessed against the CITY based upon LIBRARY's duplication of reimbursements as provided in Article 4.4 above. LIBRARY also agrees to indemnify the CITY for any other loss or damage due to LIBRARY's violation of this IGA.

9.1 LIBRARY agrees to hold CITY harmless for any recommendation which the CITY provided to LIBRARY as to whether a requested reimbursement is a permissible use of the CARES Act funds.

Section Ten (10): Term and Termination

10.0 Term. This Agreement shall remain in effect until December 30, 2020 unless earlier terminated by either party providing written notice of termination to the other. Such notice shall be effective 14 days after receipt of the termination.

10.1 Survival of Terms. Those terms relating to the party's obligation to maintain records and provide records, and the LIBRARY's indemnification of the CITY shall survive the termination of this Agreement.

Section Eleven (11): General Terms and Conditions

11.0 Amendment. Any revision to this Agreement shall be made by written amendment to this Agreement. This Agreement, including exhibits attached hereto and incorporated herein by reference, represents the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior communications, agreements, and understandings relating thereto.

11.1 Assignment. The performance covered by this Agreement shall not be assigned or delegated without the prior written consent of the CITY.

11.2 Conflict of Interest. No officer, employee, elected or appointed officials of the CITY or the LIBRARY (and no one with whom they have family or business ties) shall obtain any personal or financial benefit of the funds to be administered herein.

11.3 Notices. Any notice under this IGA shall be sent by email to the following individuals at the indicated email addresses:

To the CITY:

Elizabeth Holleb, City Finance Director, City of Lake Forest at hollebe@cityoflakeforest.com.

To the LIBRARY:

Catherine Lemmer, Director, Lake Forest Library at clemmer@lakeforestlibrary.org

IN WITNESS WHEREOF, the CITY and the LIBRARY have executed this Agreement as of the date first above written.

Agenda Item 12

Action Recommended: Motion to approve a Freedom of Information Act Policy.

The City of Lake Forest has been managing the processing of the Library's Freedom of Information Act (FOIA) requests. The requests went to the City and were forwarded onto the Library for completion. The response was then sent back to the City to send onto the requester. This process was put into place before the current Library Director's tenure because there were some mishaps in the way the Library handled the responses.

However legal counsel has advised that the Library, as a separate municipal unit, should be managing its own FOIA requests. The City is in agreement that the Library should have its own policy and FOIA Officer. The Library's current administration understands FOIA and the importance in timely and full responses to requests. The City will continue to be available as reference and resource for advice.

Adoption of the following policy authorizes the Library to address FOIA matters. The policy is supported by procedures that can be easily amended as the law changes. The procedures are modeled on those used by the City. See the [Library's FOIA webpage](#) for the form and general procedures.

POLICY REGARDING IMPLEMENTATION OF THE FREEDOM OF INFORMATION ACT

The Library Board of the Lake Forest hereby authorizes the Library Director to implement the Library's administrative and compliance activities relating to the Freedom of Information Act, 5 ILCS 140, in accordance with this policy, including the development and maintenance of procedures and forms for the implementation of such activities.

LAKE FOREST LIBRARY

POLICY REGARDING IMPLEMENTATION OF THE FREEDOM OF INFORMATION ACT

The Library Board of The of Lake Forest hereby authorizes the Library Director to implement the Library's administrative and compliance activities relating to the Freedom of Information Act, 5 ILCS 140, in accordance with this Policy, including the development and maintenance of procedures and forms for the implementation of such activities.

Adopted _____.

HOW TO REQUEST PUBLIC RECORDS

The Lake Forest Library maintains comprehensive forms and procedures related to the Illinois Freedom of Information Act. The forms are intended as a simple, efficient, and consistent manner for a requester to seek and receive access to public records. The Procedures provide straightforward and understandable procedures and instructions for obtaining public records.

All requests to inspect, copy, or certify public records must be submitted in writing. The Library encourages requesters to use the convenient standard forms provided by the Library, which are available on the Library's website (www.lakeforestlibrary.org). The Library will review all written requests in any form. The Library will respond to each written request to inspect, copy, or certify public records in a manner consistent with the Illinois Freedom of Information Act.

Copies of public records will be provided after payment of any applicable fees, as provided in Section VI of the FOIA Procedures. If requested, copies of public records will be mailed after the Library receives payment of the cost of postage and copying.

Requests and other communications regarding Library records relating to a request to inspect, copy, or certify public records, all requests for copies of the FOIA Procedures, and all requests for any other information relating to the Library's implementation of the Illinois Freedom of Information Act should be directed to:

Freedom of Information Act Officer/Library Director
Lake Forest Library
360 E. Deerpath
Lake Forest, IL 60045
Telephone: (847) 810.4602

The foregoing information is provided pursuant to Section 4(b) of the Illinois Freedom of Information Act.
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LAKE FOREST LIBRARY

FREEDOM OF INFORMATION ACT PROCEDURES

These Procedures ("Procedures") include the procedures, instructions, and forms for requesting public records from the Lake Forest Library ("Library") under the Illinois Freedom of Information Act ("Act").

The Library will respond to written requests for inspection, copying, or certification of public records in accordance with the Act, these Procedures, and any other applicable law. Generally, the Library will provide public records for inspection or copying as requested except for records that are specifically exempted from disclosure by the Act or other applicable law.

Requests and other communications relating to public records should be sent to the Library's Freedom of Information Officer ("FOIA Officer") at Lake Forest Library, 360 E. Deerpath, Lake Forest, IL 60045, or via email foia@lakeforestlibrary.org. The Library's telephone number is (847) 234-0636.

I. INTERPRETATION

A. Conflicts

These Procedures do not supersede the provisions of the Act. If a provision of these Procedures conflicts with the Act, then the provisions of the Act will govern. If any provision of these Procedures is deemed illegal or unenforceable, all other provisions and their application will remain unaffected to the extent permitted by law.

B. Definitions

In addition to the definitions provided in the Act or elsewhere in these Procedures, the following definitions apply:

1. Business Hours: 9 a.m. to 4:30 p.m. Monday through Friday.
2. Business Day: Business Days generally are Monday through Friday except federal and state holidays and days the Library is closed.
3. FOIA Officer: The FOIA Officer of the Library is identified above and designated under Section 3.5 of the Act.
4. Public Access Counselor: The Public Access Counselor of the Office of the Illinois Attorney General.
5. Recurrent Requester: A requester who, in the 12 months immediately preceding submission of a Request, has submitted to the Library (a) a minimum of 50 Requests, (b) a minimum of 15 Requests within a 30-day period, or (c) a minimum of seven Requests within a seven-day period. For purposes of this definition, Requests made by news media and non-profit, scientific, or academic organizations are not considered in calculating the number of Requests made in the time periods in this

definition when the principal purpose of the Requests is (i) to access and disseminate information concerning news and current or passing events, (ii) for articles of opinion or features of interest to the public, or (iii) for the purpose of academic, scientific, or public research or education.

6. Request: A request to inspect, copy, or certify public records.
7. Request Made for Commercial Purposes: A Request made with the intent to use the requested records (or the information derived from those records), in whole or in part, for sale, resale, or solicitation or advertisement for sales or services. However, a Request submitted by news media or by non-profit, scientific, or academic organizations will not be deemed to be made for commercial purposes if the principal purpose of the Request is (a) to access and disseminate information concerning news and current or passing events, (b) for articles of opinion or features of interest to the public, or (c) for the purpose of academic, scientific, or public research or education.
8. Requester: An individual, corporation, partnership, firm, organization or association that files a Request with the Library.
9. Response Time: The time for response by the Library to a request for public records, as calculated pursuant to Subsection III.A of these Procedures.

C. Days; Measurement of Time

1. Days. In counting the number of days allowed for a response or a decision to be given by the Library under the Act and these Procedures, the Library will not include the day on which the request or notice requiring the response or decision was first received.
2. Receipt Date. The Business Day on which the Request is physically received by the Library. All Requests received after the close of business or on a non-Business Day will be deemed to have been received by the Library on the next Business Day.
3. Supplemental Requests. Supplemental, amended, or additional Requests to inspect, copy, or certify public records will not relate back to the time of receipt of the initial Request. Supplemental, amended, or additional Requests will be considered new Requests for purposes of determining the applicable Response Time.
4. Response Date. All responses and decisions to be issued by the Library under the Act and these Procedures will be deemed to have been given on (a) the date of personal delivery to the person or to the residence of the person entitled to the response or decision or (b) if mailed, or sent by e-mail, on the date of mailing or e-mailing regardless of the date of actual receipt by that person. Each response and decision may include proof of service evidencing the method by which, and time at which, the response or decision was delivered.

II. REQUESTS FOR INSPECTION, COPYING, OR CERTIFICATION OF PUBLIC RECORDS

A. Officials Responsible for Responding to Requests

The FOIA Officer is the person responsible for receiving, processing, granting, and denying Requests, extending a Response Time, and issuing appropriate notices with respect to all related matters. The FOIA Officer, or his or her designee, may consult with Library staff, officials, and others as appropriate before responding to a Request.

The Library may designate more than one FOIA Officer and, if only one FOIA Officer is designated, will designate a designee who will act on the FOIA Officers behalf in the event that the FOIA Officer is unavailable.

Appointed FOIA Officers must complete the electronic training curriculum developed and administered by the Public Access Counselor within 30 days of assuming the position. Additionally, FOIA Officers must successfully complete an annual training program pursuant to Section 3.5(b) of the Freedom of Information Act.

B. Form of Request

1. Submittal of Requests. All requests to inspect, copy, or certify public records must be in writing, directed to the Library and submitted via personal delivery, mail, email or other means available to the Library in accordance with Section 3(c) of the Act. The Library prefers that a Requester use the form attached as **FORM 1** ("Request for Public Records"), submitted to the attention of the Freedom of Information Officer at the Library's primary address at 360 E. Deerpath, Lake Forest, IL 60045, but the Library will honor all requests lawfully submitted to the Library even if it is not submitted on the preferred form.

The Library has established an e-mail address dedicated to FOIA requests: foia@lakeforestlibrary.org, which is monitored during business hours by the FOIA Officer.

FOIA requests will not be accepted through any of the Library's social media sites, including but not limited to Facebook, Twitter, LinkedIn, and Instagram.

2. Subpoenas. Except as provided in Section 9.5(c) of the Act, these Procedures will not apply to any subpoena for records received by the Library and issued by, or in accordance with the Procedures of, a court or agency of competent jurisdiction.

C. Submittal of Request

Completed Requests must be submitted to the Library FOIA Officer by United States mail, overnight courier service, electronic mail, or in person, in accordance with the following:

1. In-Person Submissions. Requests submitted in person should be given to the FOIA Officer.
2. Electronic Mail Submissions. Requests submitted by electronic mail must be sent directly to the FOIA Officer at foia@lakeforestlibrary.org. An e-mail sent during

business hours will be deemed received on the day it is received by the Library. E-mail sent after business hours will be deemed received on the following business day.

3. All Other Submissions. Requests submitted by mail or other means must be addressed to the FOIA Officer at: Freedom of Information Act Officer, Lake Forest Library, 360 E. Deerpath Lake Forest, IL 60045. Requests submitted by mail or other means will be deemed received on the Receipt Date only upon actual receipt by the Library.

All Library officials and employees who receive a Request must immediately forward that Request to the FOIA Officer.

D. Processing of Request

1. All requests for inspection and copying received by the Library will immediately be forwarded to its FOIA Officer or designee in accordance with Section 3(c) of the Act.
2. Upon receiving a request for a public record, the FOIA Officer will note the Request with the date and time of receipt by the Library, compute the day on which the Response is due and note the date on which the Response is due on the Request.
3. The FOIA Officer must maintain an electronic or paper copy of the Request, including all documents submitted with the Request, until all matters related to the Request have been completed.
4. The FOIA Officer must create an electronic or paper file for the retention of the original Request, a copy of the response by the Library, a record of all written communications with the Requester regarding the Request, and a copy of other communications related to the Request.
5. The FOIA Officer must retain all Responses to Request for Public Records that include a denial or partial denial of a Request in a single central office file.

III. RESPONSES TO REQUESTS

A. Time for Response

1. All Requests; Exceptions. For all Requests other than those described in Paragraph III.A.2, III.A.3, and III.A.4 below, the Library will respond within five Business Days after a completed Request is received by the Library, unless the Library has extended the Response Time under Paragraph III.A.5 below. All responses and decisions required to be issued by the Library pursuant to the Act or this FOIA Policy will be conclusively deemed to have been given as of the date of personal delivery to the Requester or to the residence of the Requester or, if mailed, as of the date of mailing, regardless of the date of actual receipt by the Requester.
2. Requests Made for Commercial Purposes. The Library will respond to a request for records to be used for a commercial purpose within 21 business days after receipt. In accordance with Section 3.1(a) of the Act, the response will (i) provide the

Requester an estimate of the time required by the Library to provide the records requested and an estimate of the fees to be charged, which the Library may require the Requester to pay in full before copying the requested documents, (ii) deny the request pursuant to a lawful exemption; (iii) notify the Requester that the request is unduly burdensome and extend an opportunity to the Requester to attempt to reduce the Request to manageable proportions, or (iv) provide the records requested. Unless the records are exempt from disclosure, the Library will comply with a request within a reasonable period of time considering the size and complexity of the request, giving priority to records requested for non-commercial purposes. It is a violation of the Act for a person to knowingly obtain public records for a commercial purpose without disclosing it is for a commercial purpose.

3. Repeated Requests. Repeated requests from the same person for the same records that are unchanged or identical to records previously provided or properly denied under the Act will be deemed unduly burdensome in accordance with Section 3(g) of the Act.
4. Requests by Recurrent Requesters.
 - a. The Library will respond within five Business Days after a completed Request is received from a Recurrent Requester, notifying the Requester that he or she has been deemed a Recurrent Requester, using the **FORM 5** "Notice to Recurrent Requester" form attached to these Procedures or a similar written form, which notice must include (i) the reason for designating the Requester as a Recurrent Requester and (ii) a statement that the Library will respond in substance to the Request within 21 Business Days after the Request was received.
 - b. The Library then will respond to a Request by the Recurrent Requester within 21 Business Days after the completed Request is received. This response must include one of the following: (i) an approval of the Request; (ii) a partial approval and partial denial of the Request; (iii) a denial of the Request; (iv) a notice to the Recurrent Requester providing an estimate of the time required by the Library to provide the records requested and an estimate of the fees to be charged; (v) or a notice to the Recurrent Requester that the Request is unduly burdensome and extending an opportunity to the Recurrent Requester to reduce the Request to manageable proportions. Unless the requested records are exempt from disclosure, the FOIA Officer will comply with the request within a reasonable period considering the size and complexity of the request.
5. Voluminous Requests. Requests received from any person or persons that (i) includes more than 5 individual requests for more than 5 different categories of records in a period of 20 business days or (ii) requires the compilation of more than 500 letter or legal-sized pages of public records unless a single record exceeds 500 pages, excluding requests made by news media and non-profit, scientific, or academic organizations for purposes outlined in Section 2(h) of the Act, will be reviewed as a voluminous request and treated in the following manner:

Within 5 business days of receiving a voluminous request, the FOIA Officer will notify the requester: (i) that the Library is treating the request as a request under section 2(h) of the Act, (ii) the reasons why the Library is treating the request as a request under section 2(h) of the Act, and (iii) that the Requester has 10 business days to amend his or her request in such a way that it is no longer a voluminous request. The notice will be given by use the **FORM 7** "Notice to Voluminous Requester" form attached to these Procedures or a similar written form.

Within 5 business days after the receipt of the Voluminous Requester Notice or within 5 days from the last day for the Requester to amend his or her Request, the FOIA Officer will provide one of the following initial responses:

- a. Provide to the Requester an estimate of the fees to be charged, which the Library may require the Requester to pay in full before copying the requested documents;
 - b. Extend the time for response by not more than 10 business days from the final day for the Requester to respond to this notice.
 - c. Deny the request pursuant to one or more of the exemptions set out in the Act;
 - d. Notify the Requester that the request is unduly burdensome and extend an opportunity to the Requester to attempt to reduce the request to manageable proportions; and/or
 - e. Provide the records requested.
6. Chronologically Maintained Arrest Reports. For completed Requests for chronologically maintained arrest and criminal history information, the Library will respond within 72 hours after the later to occur of (a) the arrest that is the subject of the Request and (b) the time of receipt of the Request.
7. Extension of Time
- a. If the FOIA Officer determines that additional time is needed and allowed under the Act to respond to a Request, then the FOIA Officer, using a **FORM 3** "Notice of Extension of Time to Respond" form attached to these Procedures or a similar written form, will notify the Requester in writing within the applicable Response Time of the determination, of the reasons requiring the extension, and of the length of the extension (which may not exceed five additional Business Days). The FOIA Officer may not issue a Notice of Extension for Requests Made for Commercial Purposes.
 - b. The Requester and the Library, using a **FORM 4** "Extension of Time Agreement" form attached to these Procedures or a similar written form, may agree in writing to extend the time for compliance beyond the required five days for a period to be mutually determined. In his or her discretion, the FOIA Officer may deliver to the Requester a Request for Agreement to Extend Response Time and an Extension of Time Agreement form, **FORM 4**, or similar written form. The FOIA Officer is authorized to execute, in his or

her discretion, an Extension Agreement after it has been executed by the Requester. The FOIA Officer must respond to the Request within the applicable Response Time, unless and until the Requester and the Library have executed the Extension of Time Agreement, or similar written form.

B. Disclosure of Public Records

1. Notice of Approval. If the FOIA Officer determines that the Act requires disclosure of all or any part or portion of the requested public records, then the FOIA Officer will notify the Requester in writing of her determination, using the **FORM 2**, Response to Request for Public Records form attached to these Procedures or a similar written form.
2. Approval of Requests Made for Commercial Purposes or by Recurrent Requesters. If the Request is a Request Made for Commercial Purposes or is made by a Recurrent Requester, and the requested records are not immediately available for inspection or pick-up, then the Response to Request for Public Records will specify a reasonable date on which the requested records will be available for inspection or pick-up, based on the size and complexity of the Request.
3. Search of Files and Use of Equipment. Except as otherwise specifically authorized by the FOIA Officer, only Library employees, the Library Attorney, and Library contractors are permitted to search Library files, records, or storage areas; or to use Library equipment in connection with any Request; or to make copies of Library public records.
4. Removal of Original Records. Original public records may not be removed from any Library building at any time, except as authorized by the Library Clerk.
5. Inspection of Public Records. Public records approved by the FOIA Officer for disclosure may be inspected, or copies of public records obtained, during Business Hours at the Library or another location designated by the FOIA Officer. Requesters must make an appointment with the FOIA Officer in advance for a specific date and time to inspect such public records.
6. Copies of Public Records. Copies of public records approved by the FOIA Officer for disclosure may be obtained during Business Hours at the Library or another location designated by the FOIA Officer, so long as the Requester had requested copies and has paid all applicable fees.
7. Audio and Video Recordings. Requests for reproduction of any public records that are audio or video recordings will be honored in accordance with the provisions of the Act, the Illinois Open Meetings Act, any other applicable State, federal, and local laws and regulations, and these Procedures.
8. Records Maintained in Electronic Format. When requested in electronic format, records will be furnished in the electronic format specified by the Requester, if feasible, in accordance with Section 6(a) of the Act. If it is not feasible to furnish the records in the specified electronic format, then the Library will furnish the record in

the format in which it is maintained by the Library, or in paper format at the option of the Requester.

9. Payment of Fees. The Requester must pay all copying, certification, and postage fees in advance of receiving copies of any public records.

C. Categorical Requests

1. Notice to Meet and Confer. If the FOIA Officer determines that a Request for all records falling within a category will unduly burden the Library, and that the burden to the Library outweighs the public interest in production of the public records sought, then the FOIA Officer, using a **FORM 6** "Notice to Meet and Confer to Narrow Categorical Request" form attached to these Procedures or a similar written form, will notify the Requester in writing of the determination, of the reasons supporting the determination, and of the right of the Requester to meet with the FOIA Officer in an effort to narrow the Request.
2. Failure to Respond by Library. The FOIA Officer may not determine that a Request is unduly burdensome, nor issue a Notice for Meeting, if the Library has previously failed to respond to that Request within the applicable Response Time.
3. Agreement to Narrow Request. If the Requester agrees to meet and confer with the FOIA Officer regarding the Request, then the FOIA Officer will respond to the Request, or to the Request as narrowed at the meeting, within the applicable Response Time, calculated as beginning on the next Business Day after adjournment of the meeting..
4. Failure to Meet and Confer. If the Requester does not agree to meet and confer with the FOIA Officer regarding the Request, then the FOIA Officer will deny the Request on the fifth Business Day after the date of the Notice to Meet and Confer, using the **FORM 2** "Response to Request For Public Records" form attached to these Procedures or a similar written form.

D. Denial

1. Procedure for Denials. If the FOIA Officer determines that all, or some, or a portion of any requested public records are not subject to disclosure under any other provision of the Act or under these Procedures, the FOIA Officer will notify the Requester in writing of that determination, using the **FORM 2** "Response to Request for Public Records" form attached to these Procedures or a similar written form. The notice of denial must include: (i) a detailed factual basis for the application of any exemption claimed; (ii) the reason for the denial; (iii) the name and position of the person responsible for the denial; and (iv) the Requester's right to judicial review and review by the Public Access Counselor, including the Public Access Counselor's address and phone number .

In the event that a Request is denied on the grounds that the records are exempt under Section 7 of the Act, the notice of denial will specify the exemption claimed to authorize the denial and the specific reasons for the denial, including a detailed factual basis and a citation to supporting legal authority. This notice will be given by

use of the **FORM 2** "Response to Request for Public Records" form attached to these Procedures or a similar written form

2. Redacting Information. When a request is made to inspect or copy a public record that contains information that is exempt from disclosure, but also contains information that is not exempt from disclosure, the FOIA Officer may elect to redact the information that is exempt, making available the remaining information for inspection and copying.

E. No Obligation to Create New Records

Except as provided in Section VII of these Procedures, the Act and these Procedures do not require the Library, in the course of responding to Requests, to create records that the Library does not already maintain in record form.

F. No Obligation to Interpret or Advise

Neither the Act nor these Procedures require the Library to interpret, or advise Requesters as to the meaning or significance of, any public records. The FOIA Officer is encouraged to contact the Requester, if necessary, to clarify the Request. The FOIA Officer may seek advice on appropriate responses from the Library's Attorney, and seek advisory opinions from the Public Access Counselor as specified below.

G. Responding to Requests

The FOIA Officer may consult with the Library's Attorney before responding to any request to inspect, copy, or certify public records. The FOIA Officer may also consult with the Library's Attorney if the FOIA Officer believes it would be beneficial to the Library to seek an advisory opinion from the Public Access Counselor regarding whether a request should be denied in part or in whole.

H. Records Available on the Library's Website

Pursuant to Section 8.5 of the Act, the Library is not required to copy a public record that is published on the Library's website, and in response to a Request may notify a Requester that the record is available online and direct the Requester to the website where the record can be reasonably accessed. However, if a Requester is unable to reasonably access the record online after being directed to the website, the Requester may re-submit his or her request for the record stating his or her inability to reasonably access the record online, and the record will be made available for inspection or copying.

IV. INTERACTION WITH PUBLIC ACCESS COUNSELOR

A. The Library's Request for an Advisory Opinion

In the event that the Library desires an advisory opinion regarding whether it is obligated to comply with any FOIA request, or portion thereof, it may request an advisory opinion from the Attorney General by written request of the Mayor, Mayor's

designee, or the Library Attorney pursuant to Section 9.5 (h) of the Freedom of Information Act.

B. Receipt of Request for Review

In the event that the Library receives a copy of a request for review from the Public Access Counselor which specifies records or other documents that the Library will furnish to facilitate the review, the Library will provide copies of the records requested within 7 business days and shall otherwise fully cooperate with the Public Access Counselor in accordance with Section 9.5(c) of the Freedom of Information Act. Within 7 business days after it receives any copy of a request for review and request for production of records from the Public Access Counselor, the Library may, but is not required to, answer the allegations of the request for review pursuant to Section 9.5(d) of the Act, including filing affidavits or records concerning relevant matters. Records that are obtained by the Public Access Counselor from the Library for purposes of addressing a request for review under Section 9.5 of the Freedom of Information Act will not be disclosed to the public by the Public Access Counselor. The Library may furnish affidavits or records concerning any matter germane to the review.

C. Mediation

In the event the Public Access Counselor chooses to resolve a request for review by mediation, the Library will cooperate with the Public Access Counselor.

D. Adherence to Binding Decisions of the Public Access Counselor

Upon the receipt of a binding opinion from the Public Access Counselor concluding that the Library has violated the Act, the Library, at its discretion, may either take necessary action as soon as practical to comply with the directive of the opinion or may file an administrative review action pursuant to Sections 9.5(f) and 11.5 of the Freedom of Information Act.

V. REVIEW OF DENIAL

A. Review by Public Access Counselor

If a non-commercial Requester disagrees with a Notice of Denial, then the non-commercial Requester may file a request for review with the Public Access Counselor not later than 60 days after the date of the Notice of Denial. The request for review by the Public Access Counselor must be in writing, signed by the non-commercial Requester, and include a copy of the Request and the Notice of Denial and any other response from the Library.

Commercial Requesters, or persons whose request for records was treated by the FOIA Officer as a request for a commercial purpose under this FOIA Policy, may not file a request for review by the Public Access Counselor with regard to the FOIA Officer's basis for denial. Commercial Requesters may only file a request for review for the limited purpose of reviewing whether the FOIA Officer properly determined the request was made for a commercial purpose.

A request treated as a voluminous request may only file a request for review with the Public Access Counselor for the limited purpose of reviewing whether the FOIA Officer properly determined that the request was a voluminous request.

B. Judicial Review

A Requester denied access to a Specified Record may file suit for injunctive or declaratory relief in the circuit court for Lake County.

VI. FEES

A. Fees Established

1. Fees for Copying, Certifying, and Mailing of Records. Unless fees are waived or reduced under Subsection IV.C of these Procedures, each Requester must pay fees for copying, certifying, and mailing of public records, as established by the Act or the Library.

No copies or certified copies of the specified records will be provided to a Requester until the following applicable fees have been paid. Fees must be paid in cash, by cashier's or certified check, or by money order.

8½ x 11 or 8½ x 14 Black and White Copy Cost:

First 50 Pages Free	
Additional Pages:	\$_____ (____ pages at \$0.10 per page)
Color Copy Cost:	\$_____ (____ pages at \$0.15 per page)
Certification Cost:	\$_____ (____ documents at \$1.00 each)
Reproduction of Electronic Medium Cost:	\$_____
Outside Vendor Cost:	\$_____ (see attached invoice)
Other Actual Reproduction Cost:	\$_____ (see attached invoice)
Cost as Fixed by Statute:	\$_____
Commercial Requests	
a. Personnel Fee	\$_____
b. Offsite Storage Retrieval	\$_____
Electronic Records (Voluminous Requests only)	
a. Records not in PDF format	\$_____
b. Records in PDF format	\$_____
Total Fee:	\$_____

The Library has determined that the fees are no more than necessary to reimburse the Library for the actual cost of reproducing, certifying, and mailing public records requested pursuant to the Act and these Procedures.

2. Fees for Searching and Retrieving Records Requested for Commercial Purposes. Pursuant to Section 6(f) of the Act, in addition to any fees that must be paid pursuant to Paragraph IV.A.1. of these Procedures, a Requester who submits a Request for a Commercial Purpose must pay to the Library \$10.00 for each hour over eight hours spent by Library personnel to search for or retrieve requested public records. No fee will be charged for the first 8 hours spent by personnel in searching for or retrieving a requested record. In addition, the Commercial Requester must pay the actual charges incurred by the Library to retrieve and transport public records from any third-party, off-site storage facility that the Library may use to store public records.

If a fee is charged to a commercial requester under this section, the requester will be provided a receipt accounting for all fees, costs and personnel hours in connection with the Request.

3. Fees for Electronic Records (Voluminous Requests)

The Library will impose a fee for electronic records that fall under a voluminous request, as described in Subsection III.A.5.. The fees are set forth below:

Records not in PDF format:

- up to 2 MB of data - \$20.00
- more than 2 MB but less than 4 MB of data - \$40.00
- more than 4 MB - \$100.00

Records in PDF format:

- up to 80 MB of data - \$20.00
- more than 80 MB but less than 160 MB of data - \$40.00
- more than 160 MB - \$100.00

B. Method and Time of Payment

Payment of all required fees must be made in cash, by cashier's or certified check, or by money order prior to the examination, copying, certification or mailing of any public record.

C. Waiver of Fees

The fees provided in Subsection VI.A of these Procedures may be waived or reduced by the FOIA Officer or another appropriately authorized official if the Requester includes in the Request the specific purpose of the Request and establishes to the reasonable satisfaction of the FOIA Officer that a fee waiver or reduction is in the public interest. A request for a fee waiver or reduction must be indicated in the Request at the time the Request is filed. A subsequent request will not be considered.

A fee waiver or reduction will be considered to be in the public interest only if the principal purpose of the Request is to disseminate information regarding the public health, safety, and welfare or the legal rights of the general public. No fee waiver will be granted if the Request is for the principal purpose of personal or commercial benefit to the Requester. The FOIA Officer may consider the number of requested public records and the cost and necessity of copying them in setting the fee waiver or reduction amount.

D. Waiver for Failure to Respond

If the Library provides records in response to a Request but fails to respond within the requisite periods, copies will be provided free of charge in accordance with Section 3(d) of the Act.

VII. LIBRARY OBLIGATIONS

A. Organizational Description

In accordance with Section 4 of the Act, the FOIA Officer will cause the Library to prominently display at its Office, make available for inspection, copying, and mailing to any person requesting it, the following information, which shall also be posted on the Library's website, if it has one maintained by the Library's full-time staff:

- a brief description of the Library, identifying and describing the membership of the Library's Corporate Authorities and of all of its standing and special committees and other advisory bodies,
- a short summary of the Library's purpose,
- a block diagram of its functional subdivisions,
- the approximate number of its full and part-time employees,
- identification and membership of advisory councils, commissions, or committees,
- the total amount of its operating budget,
- the number and location of each of its offices,
- a brief description of the methods of requesting information and public records,
- a directory designating the Freedom of Information officer(s),
- the address where requests for public records should be directed, and
- any fees allowable under Section 6 of the Act, as set forth in Section VI, above.

B. Index of Public Records

The FOIA Officer must create, maintain current, and make available for inspection, copying, and mailing, a current index of all types or categories of public records prepared or received, and maintained, by the Library after July 1, 1984. The index must be reasonably detailed in order to aid persons in obtaining access to the public records of the Library.

C. Records Stored by Electronic Data Processing

The FOIA Officer must prepare and furnish, to any person requesting it, a description of the manner in which public records of the Library stored by means of electronic data processing may be obtained in a form comprehensible to persons lacking knowledge of computer language or printout format.

D. Summary of Procedures

The FOIA Officer must create, maintain current, and make available for inspection, copying, and mailing, a copy of these Procedures, containing at a minimum the following: a brief

summary of the procedures established by this FOIA Policy, a directory designating the FOIA Officer, the address where requests for public records should be directed, and any fees allowed. If the Library maintains a website, then the FOIA Officer must post the summary required pursuant to this Subsection VII.D to the website.

E. Posting and Mailing of Information

The FOIA Officer must keep posted at the Library, and will mail to any person making a request therefor, copies of the Organizational Description prepared pursuant to Subsection VII.A of these Procedures, the Index of Public Records prepared pursuant to Subsection VII.B of these Procedures, and the Summary of Procedures prepared pursuant to Subsection VII.D of these Procedures.

F. Filing of Response to Request for Public Records Forms

The FOIA Officer will retain copies of all Requests and documents relating to a Request until the Request is complied with or has been denied. In addition, copies of Requests, any responses including Notices of Denial, and a copy of communications with the Requester and other communications shall be maintained by the FOIA Officer for the period provided by law.

VIII. LIST OF FORMS

- FORM 1** Request for Public Records
- FORM 2** Response to Request for Public Records
- FORM 3** Notice of Extension of Time to Respond
- FORM 4** Request for Agreement to Extend Response Time / Extension of Time Agreement
- FORM 5** Notice to Recurrent Requester
- FORM 6** Notice to Meet and Confer to Narrow Categorical Request
- FORM 7** Notice to Voluminous Requester

Agenda Item 11

Election Day Holiday Update

Recommendation: Motion to approve the closure of the Lake Forest Library on November 3, 2020 should pending litigation determine the Library to be a government office requiring closure under Public Act 101-0642.

On June 16, 2020, Governor J.B. Pritzker signed [Public Act 101-0642](#) declaring November 3, 2020, a State holiday known as 2020 General Election Day. The law requires all *government offices* to close for Election Day on November 3, 2020. Schools and state universities will also be closed to observe the 2020 General Election Day as a State school holiday. The State holiday is for this year only and expires on January 1, 2021.

To clarify the Legislature's intent as to which government offices must close, a lawsuit was filed against the State Board of Election by the Illinois Municipal League and a decision is expected on October 15, 2020.

At this time, the Library does not intend to close and will only do so if the lawsuit interprets libraries to be "government offices." The City of Lake Forest offices will be closed but employees will report for work. The Library would follow this course of action; close to the public with staff reporting for work and training opportunities.

This update is on the agenda because the Library Board approves the annual calendar of holidays and closures.

Technology Update

Provider Update

Outsource Solutions Group (OSG) began managing IT services on August 1, 2020. OSG has proven to be a valuable partner in just their first two months with the library. They are working with staff to modernize library technology and maximize the use of Office 365, minimizing reliance on on-site servers. All these projects are inclusive in their pricing so there are no additional per project costs. They are also playing an increasing role in vendor management with other service providers from Comcast to IMPACT. The biggest value add is in the individual user support and quarterly business review process, along with regular project meetings.

IMPACT Networking began providing managed print/copy services on July 13, 2020. IMPACT has reduced costs and time regarding managing our print fleet. Instead of conducting monthly meter readings and monitoring toner levels, these are now automated processes. We are working on one issue, with the help of OSG, to get the new printers in Reference and Youth Services to recognize the coin boxes for copies. Currently, patrons are paying at the desks in each area.

Recent steps

The Library is replacing its current tape backup system with a digital backup device on October 15th. The current manual retention policies in place will be replicated on the backup drive. The system was approximately half of what the tape backup system cost five years ago and far more effective, reliable, flexible, and secure. A detailed description of the benefits are in the Director's Report.

Under exploration

The Library and OSG are continuing to explore the most cost effective and efficient alternative for restoring fiber internet to the building. With the building being wired already, no "build out" costs should be incurred. The move to fiber will also allow for expanded internet access and speed, further exploration of RFID and self-checkout systems, and the replacement of the aging phone system with a unified communication system through Office 365 and Microsoft Teams.

Building Stars Service Agreement

Recommendation: Approval of a one-year building services contract with Building Stars, Downers Grove, Illinois in the amount of \$54,696.

The Library has used Imperial Services, Glen Ellyn, Illinois, on a month-to-month contract since December 3, 2018. Given the length of the contract and some recent changes in service, the Library vetted additional service providers.

The service providers were invited onsite to view the Library and discuss expectations and service needs. The companies listed below visited with Library personnel and submitted proposals. Other contractors were reached out to but no we received no response from them.

Vendor	Address	Monthly Cost	Day Porter	Notes
Imperial Services	Glen Ellyn, IL	\$2,691	\$1,896	Current vendor
Buildingstars	Downers Grove, IL	\$2,999	\$1,559	Proposed vendor
APlus	Northbrook, IL	N/A	N/A	Did not respond to request after initial contact.

Building Stars better meets our needs for the following reasons:

- Lower cost with higher staffing ratio.
 - 2-3 team members vs. 1
 - 5.5 hours of allotted cleaning time vs 4.0
- Responsiveness and transparency when answering questions.
- Willingness to adjust contract/ based on Library needs.
- Increased Quality Control measures.
- Availability of newer disinfection technology if required (i.e. electrostatic sprayers/foggers).

The presence of COVID19 creates variables that would not normally be present. Buildingstars has done well to show their ability to keep up with disinfection innovations as well as understanding the need for the attention to detail and unique needs of the Library. This will ensure that staff members and patrons not only have a well-manicured facility but more importantly a safe one.



Since 1994, Buildingstars has been providing high-quality facility services to customers in a variety of markets including office, medical, financial, and educational institutions. Buildingstars is expanding rapidly throughout the United States and is emerging as the leader in the industry. Our service is complete, consistent, courteous, and now environmentally-friendly through our Greenstar program.

This **Presentation**

Package prepared for:

**Lake Forest Library
at 360 East Deerpath Road
Lake Forest IL 60045**

Prepared by:

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COMPANY OVERVIEW

Since 1994, Buildingstars® has been delivering high quality facility services to customers in a variety of markets including office, medical, financial, and educational. Buildingstars® is expanding rapidly throughout the United States and is emerging as a leader in the industry. Our service is complete, consistent, courteous, and now environmentally-friendly through our **Greenstar** program!

Qualifications

- Commercial cleaning company in greater St. Louis area since 1994, with offices in Chicago, Phoenix, Houston, Pittsburgh, New Jersey, Tampa, Charlotte, Austin, and Hudson Valley
- Service more than 2,000 customers including corporate, office, medical, financial, and educational institutions
- Comprehensive Facility Services—A single source for all facility service needs
- State-of-the-art Human Resources Program
- Proprietary Management Development Program called **Risingstar**
- Comprehensive Quality Control Program with a history of exceeding customer expectations

Mission Statement

Provide safe, clean, and healthy work environments by attracting, training, and motivating the best people in the industry.

Professional Memberships Include:

- Building Owners and Managers Association (BOMA)
- Building Service Contractors Association International (BSCAI)
- U.S. Green Building Council (USGBC)
- Association of Training and Development (ASTD)



Risingstar—Our Employee Development and Training Program

We have created a proprietary Management Development and Training Program called Risingstar. This has allowed us to develop some of the best managers in the industry. It is a three stage process where everyone starts the program as a cleaning Technician—regardless of their work experience. They are required to complete a training program that focuses on health, safety, and the optimal way to clean a facility. The second stage requires working as an On-Site Manager, typically supervising a small staff of cleaning crew. In this stage, they are required to complete a training program that focuses on customer service, human resources, and facility supervision. The third stage of management is called the Corporate Stage. Corporate Stage Managers are required to complete a training program with focus on business planning, advanced cleaning techniques, process improvement, and overall facility management. Only the top 8% of those who begin the Risingstar Management Program qualify for the Corporate Management stage.

We allow our Corporate Managers to invest with our company through a franchise program. *But here is where we are different from other franchise programs—these managers have gone through three formal training programs over an average period of two years.* Most of our Corporate Managers have had management and industry experience even before they start the program. Our Corporate Managers are very motivated to do a good job because they have a vested interest. They are much more qualified than the average building supervisor or operations manager and they have the opportunity to earn much more. This combination helps us to attract some of the best managers in the industry!

* A more detailed description of our training and management development process is available upon request.



MANAGEMENT APPROACH

Corporate Manager

Our approach to managing an account like yours is to make sure that we have a highly qualified and highly motivated Manager who is in your building on a nightly basis to make sure your facility is cleaned according to your expectations.

We call this key manager our Corporate Manager. Our Corporate Managers are highly qualified Managers with years of industry experience. They go through a management development program that takes 2 years on average and they are required to meet a series of performance standards along the way. In addition, they must successfully complete three formal training programs.

Our Corporate Managers are highly motivated. We have created an opportunity for our Corporate Managers to invest with Buildingstars®, which allows them to share in the profits. This is really the key – you have a manager who has made a serious commitment and has a vested interest in making sure our customers are happy.

Our Corporate Managers must meet a number of internal performance standards. However, there is none more important than overall customer satisfaction as measured by our customer retention rate.

Our Corporate Managers average a customer retention rate of over 95%—much higher than the industry standard!

More Efficient Management Structure

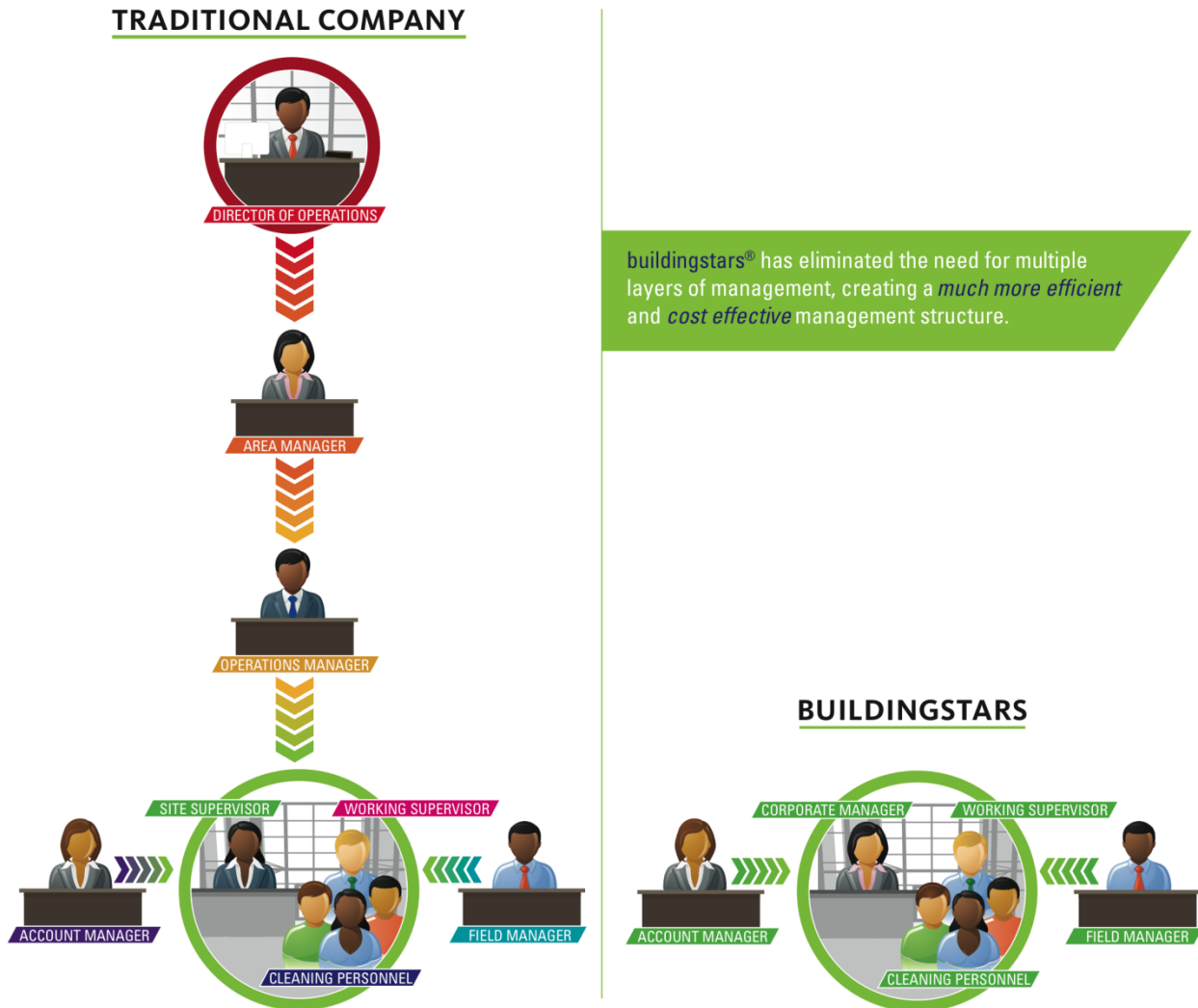
The typical large cleaning company uses a management structure comprised of a supervisor to manage the cleaning personnel, an operations manager to make sure the supervisor is doing their job, and an area manager to make sure the operations manager is doing their job, and so on, until they have created several layers of management.

At Buildingstars®, we work from the premise that if you have someone managing the cleaning who is qualified, well trained, and motivated to do the job right every time, you don't need layers of management checking on each other. With our highly qualified, highly motivated Corporate Managers in place we have been able to avoid the need for multiple layers of management, resulting in a much more efficient and effective structure.

Organizational Chart

Our Corporate Managers typically manage between 1020 cleaning employees, including supervisors. This makes their supervisor-to-employee ratio very low, allowing them to have a real impact on the quality of your cleaning service.

As you can see from the illustrated comparison of the Buildingstars® organizational chart to the traditional cleaning company, we have eliminated the need for multiple layers of management, creating a *much more efficient* management structure.

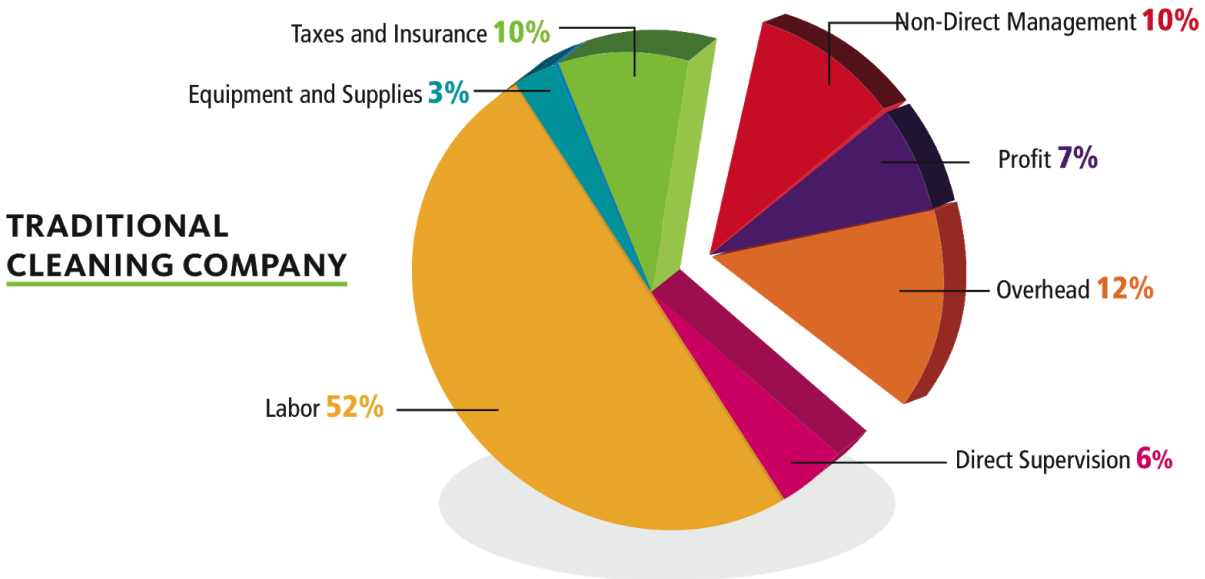
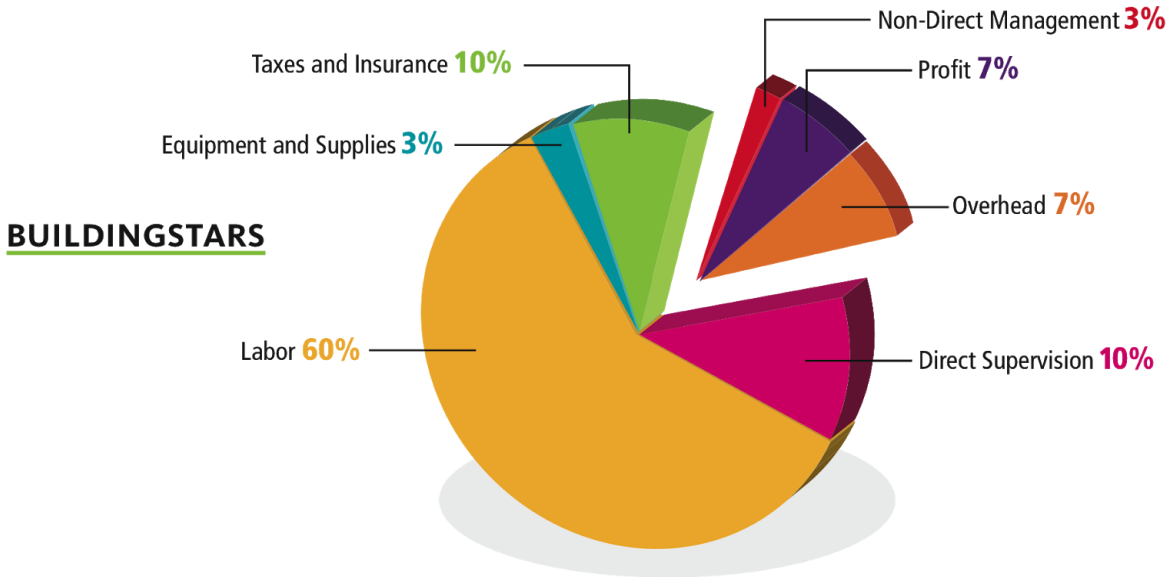


Allocation of Cleaning Dollar

At Buildingstars® we have developed the slogan “Put the money in your building—not ours!”

By eliminating layers of management along with the associated overhead costs, we have been able to allocate these savings directly into our customer’s building!

Here’s how it breaks down: A full 83% of our customer’s cleaning dollar goes into those costs directly related to keeping their building clean—that compares to 71% with the typical cleaning company. So, we take that additional 12% and allocate it towards the compensation of those people in your building managing and performing the cleaning on a nightly basis.



GREEN STAR

The objective of any good green cleaning program is to provide effective cleaning that promotes employee health while protecting the environment. Our Green Star program isn't just about the environment; it's about the bottom line. We go beyond green cleaning to help our customers create efficiencies that reduce overall costs throughout their facility. We are there to support any green initiative from helping you manage the LEED certification process to something as basic as cleaning your facility with Green Seal Certified cleaning chemicals.

LEED

The Leadership in Energy and Environmental Design (LEED) Green Building Rating System, developed by the United States Green Building Council, is the nationally accepted benchmark for the design, construction, and operation of green buildings. The LEED green rating system is designed to promote practices that increase profitability while reducing negative environmental impact and improve occupant health and well-being. The Green Star program is designed to do just that.

Our Green Star program includes the green cleaning component of your LEED certification process incorporating several Buildingstars® specific green cleaning programs along with your own green cleaning goals.

Green Star:

- Develop a green cleaning program to earn credits towards LEED Certification
- Install touch free dispensers to reduce paper and soap costs by 20%
- Install easy to use programmable thermostats
- Develop a recycling program that pays you

We will help you develop state of the art strategies for sustainable site development, energy efficiency, water savings, green materials selection, and improved indoor air quality.

Green Star is not just good for the environment, it's good for business!



QUALITY CONTROL PROCESS

Buildingstars® has developed a proprietary quality control process with the right blend of technology and human contact. It all starts with a clear understanding of our customer's expectations. That's why we take the first 30 days of service to develop a Customer Expectation Document. We understand that "customer" is a broad term that may include the property manager or facility manager, the tenants and the tenants' customers. Once the Customer Expectation Document is established, we monitor our performance against the standard, flag any gaps, then respond quickly to bring the performance back to the standard.

Our quality control process is proactive and intuitive. Through our experience of servicing literally thousands of facilities over the years, we are able to identify those areas that may become a concern, then recommend or implement steps to head off the problem before it develops.

The key to an effective quality control program is communication between everyone involved in the process and the willingness of Buildingstars® to do whatever it takes to meet customer expectations. At Buildingstars® our quality control program is an ongoing process towards a zero defect environment through a 4-step process.

- Clearly identify customer's (including tenants) expectations
- Develop a program to constantly monitor the level of performance
- Make necessary changes to track perfection
- Develop creative solutions to improve quality and create efficiencies

Features of our Quality Control Program Include:

- Assigning a Quality Control Manager, so you have a single contact who communicates with you on a regular basis
- Conducting both evening and day-time inspections
- Sending out quarterly email surveys
- Web based communication process utilizing smart phones and tablets
- Using database management to track service issues, response, and resolution times

We are dedicated to resolving problems quickly.

SAFETY

Safety is an integral part of the Buildingstars® culture. We have developed a special program called **Safety Stars** that has helped to establish our safety culture.

Safety Stars is designed to prevent accidents and minimize risk. We use a proactive approach that includes comprehensive safety training and ongoing communication with safety incentives to reward those who go above and beyond industry standards.

Our Safety Stars program is led by a Qualified Safety Manager who works closely with our management team. This teamwork between our corporate staff, field managers, and service workers has led to measurable results that continue to improve:

- Buildingstars® workers' compensation Experience Modification Rate (the industry measure of employee injuries) has been below the industry standard since 2001
- Work related injuries as measured by the OSHA recordable incident rate have been almost non-existent and are significantly below the industry standard

All Buildingstars® employees, from the most senior management to the newest hire, are committed to maintaining a safe work environment for our customers.

The Safety Stars Program includes but is not limited to:

- Facility Specific Safety Objectives
- Safety Training
- Safety Communication
- OSHA Compliance
- Blood Borne Pathogens Exposure Control Plan
- HIPAA Training For Medical Facilities
- Injury Illness and Prevention Program (IIPP)
- Site Safety Audits
- Hazardous Assessments
- Motor Vehicle Record Check

SECURITY

Screening Process

In today's world, security is becoming increasingly more important. It starts with attracting ethical and responsible people. That's why we do an extensive background check on all of our service Technicians, On-Site Managers, and Corporate Managers.

Employee Identification

All Buildingstars® employees who are in our customer's buildings wear Buildingstars apparel making them easy to identify. In addition, we communicate closely with our customers, letting them know who is in their building and if there are any personnel changes.

Site Specific Security Plan

We have a well-developed security plan in place for each of our job sites. However, we realize that every organization is different and many have special requirements. So, before getting started, we will sit down with our customers to identify sensitive areas and unique requirements in order to develop a customized security plan.

You will have the peace of mind knowing that your building is secure—not only while we are in your building—but after we leave for the night.

The Site Specific Security Plan may include:

- Comprehensive background check on all personnel
- Clearly identifiable apparel with ID badges
- Focus on keeping doors locked during trash removal
- After hours communication plan with specific customer contact
- Use of internal code system to identify all alarms, keys, and key cards

TRANSITION PLAN

We develop a well thought out plan to ensure a seamless transition. We spend the time thinking through all the details so that you don't have to.

PHASE I

Develop Outline

Meet with key customer contact to develop a Transition Plan Outline highlighting key action steps with appropriate timeline.

Interview all key tenants and key personnel

Meet with key customer personnel and/or tenants to review unique cleaning and supply requirements, work schedules, security issues, and any other relevant information.

Order necessary equipment and supplies

Make decision on how paper, trash liners, and hand soap supplies are managed, take inventory if necessary, design a plan to set up storage and janitor closets, order all keys, alarm codes, and key cards, if used.

PHASE II

Develop facility-specific operations manual

After we have acquired all facility-specific information from key customer personnel and tenants, we will develop a "facility-specific operations manual" that will include a site security plan, a customized cleaning schedule with adjustments to reflect unique cleaning requirements, and unique cleaning times. We set up a communication plan that includes the key parties both during and after business hours, details such as policy on throwing out boxes, key reports, inspection times, a quality control plan, and various other details specific to the operation and cleaning of your facility.

Assign and schedule staff

We will develop a customized work schedule for every service worker and supervisor assigned to your facility. Each work schedule will include specific tasks, frequency of tasks, and estimated times of completion. These work schedules will be used to develop site-specific inspection forms, a quality control software program, and employee specific evaluation forms that will be available for review with key customer contacts.

PHASE III

Implement transition day

The focus of this day is to make sure we have possession of all necessary keys, alarm codes, and key cards, and where they are all used. It may require a walkthrough of the facility to discuss these and any additional special requirements. Also, we want to make sure we have a starting inventory of consumable supplies such as paper, trash liners, and hand soap, etc. In addition, we want to set up the janitor closets with all necessary equipment and cleaning supplies, a communication station that includes MSD sheets and employ specific work schedules. If time permits, we like to clean and organize the janitor closets and in some cases install chemical dispensing units. We realize that certain things may be out of our control, such as when the previous cleaning company returns keys, when they remove their equipment, what inventory of consumable supplies will be left, if any, and when we will have access to the janitor closets. That's why we start the process at the first possible opportunity and prepare to stay flexible throughout the day.

PHASE IV

Perform first inspections

A morning inspection will be performed by the Corporate Manager and Site Supervisor. If their time permits, we encourage any key customer contacts to join in. If not, we will discuss our results, along with any issues or changes that need to be made in order to meet customer expectations.

Implement a quality control plan

We will deliver a written quality control plan that will include an inspection schedule, a site specific software program, a communication plan, key employee contacts and/or tenants, and problem resolution procedures.

Incentive Program for our Service Workers

The additional 12% has allowed us to create a great compensation and incentive program for our service workers. Here is how it works:

We pay a base dollar amount that increases periodically based on performance.

We pay a monthly bonus based on:

- Completion of initial and periodic training programs
- Performance of required cleaning tasks to meet customer expectations
- Professional conduct and appearance in customer's facility
- Attendance and punctuality
- Communication with Corporate Manager

We offer a \$100 referral fee to current Service Workers for each new Service Worker that becomes part of our team.

In addition to the various financial incentives, we are constantly looking for ways to recognize our people for a job well done.

We are able to attract a higher quality Service Worker by offering a higher wage and keep them motivated through our incentive and recognition programs. Average compensation for service workers is \$2–\$4 an hour above the industry standard.

CLEANING SCHEDULE

for

Lake Forest Library

SERVICE AREA

FREQUENCY

Entrances, Lobby, & Hallways, Reception

- | | |
|--|-----------|
| <input type="checkbox"/> Empty trash, spot clean containers, and replace liners as needed | Per Visit |
| <input type="checkbox"/> Clean and polish drinking fountains | Per Visit |
| <input type="checkbox"/> Clean receptionist desk | Per Visit |
| <input type="checkbox"/> Straighten magazines | Per Visit |
| <input type="checkbox"/> Dust horizontal surfaces | Per Visit |
| <input type="checkbox"/> Vacuum carpeting | Per Visit |
| <input type="checkbox"/> Sweep and mop hard surface floors | Per Visit |
| <input type="checkbox"/> Clean glass on entry doors | Per Visit |
| <input type="checkbox"/> Clean Plexi-glass partitions | Tues/Fri |
| <input type="checkbox"/> High dust areas including vents, blinds, door frames and window sills | Monthly |
| <input type="checkbox"/> Vacuum and/or wipe furniture | Weekly |
| <input type="checkbox"/> Empty cigarette urns in outside designated areas | Weekly |

Private Offices, Cubicles/Workstations, & Conference Rooms

Staff Rooms, Business Collection

- | | |
|---|-----------|
| <input type="checkbox"/> Empty trash, spot clean containers, and replace liners as needed | Per Visit |
| <input type="checkbox"/> Spot clean interior glass | Per Visit |
| <input type="checkbox"/> Vacuum high traffic areas of carpeting | Per Visit |
| <input type="checkbox"/> Sweep and mop hard surface floors | Per Visit |
| <input type="checkbox"/> Clean Plexi-glass partitions | Tues/Fri |
| <input type="checkbox"/> Damp wipe desktops, tables if cleared off, on a designated night | Weekly |

<input type="checkbox"/> Vacuum hard to reach areas of carpeting	Weekly
<input type="checkbox"/> High dust areas including vents, blinds, door frames and window sills	Monthly
<input type="checkbox"/> Low dust areas including chair legs and table legs	Monthly
<input type="checkbox"/> Wipe and sanitize telephones	Monthly

SERVICE AREA

FREQUENCY

Break room, Kitchen, & Coffee Bar

<input type="checkbox"/> Empty trash, spot clean containers, and replace liners as needed	Per Visit
<input type="checkbox"/> Sanitize touchpoints: door, refrigerator, and microwave handles	Per Visit
<input type="checkbox"/> Clean and straighten coffee areas	Per Visit
<input type="checkbox"/> Clean tables, chairs, countertops, and sinks	Per Visit
<input type="checkbox"/> Spot clean walls	Per Visit
<input type="checkbox"/> Clean front of vending machines, water cooler, and refrigerator	Per Visit
<input type="checkbox"/> Clean microwave(s); inside and out	Per Visit
<input type="checkbox"/> Sweep and mop hard surface floors	Per Visit
<input type="checkbox"/> High dust areas including vents, blinds, door frames and window sills	Monthly
<input type="checkbox"/> Clean Plexi-glass partitions	Tues/Fri
<input type="checkbox"/> Dust top of refrigerator(s)	Weekly

Restrooms

<input type="checkbox"/> Clean and disinfect toilet bowls and urinals	Per Visit
<input type="checkbox"/> Scour and disinfect sinks and polish fixtures	Per Visit
<input type="checkbox"/> Clean and disinfect countertops	Per Visit
<input type="checkbox"/> Clean mirrors	Per Visit
<input type="checkbox"/> Empty trash, spot clean container, and replace liners	Per Visit
<input type="checkbox"/> Dust vents and horizontal surfaces	Per Visit
<input type="checkbox"/> Spot clean walls, light switches, and cabinets	Per Visit
<input type="checkbox"/> Restock restrooms with supplies	Per Visit

- | | |
|---|-----------|
| <input type="checkbox"/> Sweep, mop, and disinfect floors | Per Visit |
| <input type="checkbox"/> Clean Plexi-glass partitions | Tues/Fri |
| <input type="checkbox"/> Clean partitions | Weekly |

SERVICE AREA

FREQUENCY

Stairwells

- | | |
|--|-----------|
| <input type="checkbox"/> Sweep and mop hard surface floors | Per Visit |
| <input type="checkbox"/> Police stairwells for trash | Per Visit |
| <input type="checkbox"/> Vacuum carpeting; including mats | Per Visit |
| <input type="checkbox"/> Dust handrails and supports | Weekly |

Elevators

- | | |
|--|-----------|
| <input type="checkbox"/> Sweep and mop surface floors | Per Visit |
| <input type="checkbox"/> Vacuum carpeted areas | Per Visit |
| <input type="checkbox"/> Vacuum and polish elevator tracks | Per Visit |
| <input type="checkbox"/> Clean and wipe elevator cabs | Per Visit |
| <input type="checkbox"/> Clean and sanitize keypads | Per Visit |

Janitorial Closets & Storage Areas

- | | |
|--|-----------|
| <input type="checkbox"/> Clean utility sink | Per Visit |
| <input type="checkbox"/> Maintain equipment and supplies in a neat and orderly fashion | Per Visit |
| <input type="checkbox"/> Remove trash and empty boxes | Per Visit |
| <input type="checkbox"/> Sweep and mop floors | Weekly |

Reading Rooms, Audio Rooms, Media Lab

- | | |
|--|-----------|
| <input type="checkbox"/> Empty trash, spot clean containers, and replace liners as needed | Per Visit |
| <input type="checkbox"/> Spot clean interior glass | Per Visit |
| <input type="checkbox"/> Vacuum high traffic areas of carpeting | Per Visit |
| <input type="checkbox"/> Sweep and mop hard surface floors | Per Visit |
| <input type="checkbox"/> Clean Plexi-glass partitions | Tues/Fri |
| <input type="checkbox"/> Damp wipe desktops, tables if cleared off, on a designated night | Weekly |
| <input type="checkbox"/> Vacuum hard to reach areas of carpeting | Weekly |
| <input type="checkbox"/> High dust areas including vents, blinds, door frames and window sills | Monthly |
| <input type="checkbox"/> Low dust areas including chair legs and table legs | Monthly |
| <input type="checkbox"/> Wipe and sanitize telephones | Monthly |

ADDITIONAL SERVICES AVAILABLE FROM BUILDINGSTARS

- Total restroom management with dispenser automation
- Carpet cleaning
- Window cleaning
- Warehouse scrubbing
- Stripping and Refinishing (floor waxing)
- Initial cleans / Impact cleans
- Construction clean-ups
- Emergency clean-ups
- Light bulb changing
- Dust and debris removal from light fixture covers
- Inventory, order & source paper supplies

BUILDINGSTARS SERVICE AGREEMENT

PERFORMANCE OF SERVICES. 1. Buildingstars shall perform the Cleaning Services described herein beginning _____ at the following location: **Lake Forest Library at 360 E. Deerpath Rd Lake Forest, IL 60045** ("Customer"). The premises at this location making up the working area under this Agreement ("Areas Serviced") are further defined in the cleaning schedule, attached hereto and by this reference made a part of this Agreement ("Cleaning Schedule"). Buildingstars agrees to furnish all necessary equipment, tools, and cleaning supplies. The Customer shall provide, at its cost, consumable supplies such as: toilet tissue, hand towels, trash can liners and soap.

PAYMENT. 2.1. Customer shall pay to Buildingstars in full the amount set forth on the invoice within 30 days of the invoice date. Invoices over 30 days past due shall accrue interest at the rate of 1.5% per month until paid. Customers serviced 5 times per week or more shall pay for the six major Holidays (or days designated as Holidays): New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. There shall be no service rendered on these days nor will there be any credit on Customer's invoice for these Holidays. If Customer requests services to be provided on any of these Holidays, Customer will be charged double the regular rate for the Holiday.

2.2 In the event any substantial changes are made to the Areas Serviced, the rates for Buildingstars services shall be increased accordingly, and Customer agrees to pay such increase. In the event it shall become necessary for Buildingstars to clean up after or during construction, remodeling, vandalism, burglary, or after any other activity not normally conducted on the Areas Serviced, Customer shall be charged and agrees to pay additional amounts.

2.3 In the event payment of an invoice is not received within 30 days from the date such payment is due, in addition to any other remedies available, Buildingstars may suspend services to Customer until such payment is received. Applicable sales or service taxes will be added to the invoice, where required by state and/or local jurisdictions.

TERM. 3.1. The term of this Agreement shall be for one (1) year from the date services are scheduled to begin, per Section 1, and shall be automatically extended and renewed for additional one (1) year periods on each anniversary date on the same terms and conditions, unless either party shall give written notice by overnight or certified mail of termination at least 30 days prior to such anniversary date. If timely notice is given for termination, this Agreement shall expire at midnight on the anniversary date. Notwithstanding the foregoing, Buildingstars shall have the right to immediately terminate this Agreement for Customer's breach of this Agreement, and Customer shall have the right to terminate this Agreement for "Non-Performance," which is defined as Buildingstars' failure, neglect, or refusal to perform any item as outlined in the Cleaning Schedule which is not cured within thirty (30) days after receipt of written notice thereof sent by overnight or certified mail, which notice shall specify, in detail, the nature of the Non-Performance.

3.2. In the event Customer terminates this Agreement for any reason other than Non-Performance, Customer agrees to immediately pay an amount equal to 50% of the total minimum sum stated in the Pricing Schedule multiplied by the number of full months remaining under this Agreement. The parties acknowledge and agree that such sum constitutes the parties' good faith estimate of Buildingstars' net damages for Customer's termination.

GENERAL. 4.1. Buildingstars shall not incur any liability for failure to provide services hereunder or prevented by Act of God, fire, strike, riot, war, or any other cause beyond Buildingstars' control. Buildingstars shall not be responsible for loss of Customer's property if placed in or on top of waste containers. Customer hereby agrees to hold Buildingstars and its assigns harmless from any and all liability resulting from any Buildingstars personnel's, or its assigns personnel's, exposure to hazardous or harmful materials, or dangerous conditions.

4.2 All notices under this Agreement will be considered as duly given if in writing and either hand delivered, sent by courier, or sent by certified mail, return receipt requested, to the other party at its address set forth herein or to such other address as may be designated by notice given as herein required.

4.3 This Agreement and attachments constitutes the sole and entire agreement between the parties, which may only be modified in writing. No single or partial exercise by either party of any right or remedy will preclude other or further exercise thereof or the exercise of any other right or remedy. Buildingstars has the right to assign this Agreement, or any or all of its rights or obligations under this Agreement including, but not limited to, its cleaning obligations, to any of its franchisees.

4.4 If Buildingstars incurs any attorneys' fees or other expenses in collecting the payment of fees or seeking enforcement of this Agreement, Customer shall be responsible for paying Buildingstars its reasonable costs and expenses (including, but not limited to attorneys' fees) thereby incurred. This Agreement shall be construed, governed, and enforced in accordance with the laws of the State of Illinois. Any legal action with respect to this Agreement shall be brought in the State courts of Illinois.

4.5 Customer agrees that during the term of this Agreement, and within 180 days after termination or expiration, Customer will not employ or hire any employees, agents, or representatives of Buildingstars or Buildingstars' franchisees to perform Cleaning Services without the express written consent of Buildingstars. Pricing Schedule:

**25,204 sq. ft. serviced 6 times per week for a charge of: \$2,999.00 monthly.
4 Hours per Day Porter for 5 days a week: \$1,559.00 monthly
Total Charges Monthly: \$4,558.00**

Customer Signature:

Signature:

Print Name:	Print Name:
Date:	Date:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/20/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Affinity, LLC P. O. Box 879610 Kansas City, MO 64187-9610	CONTACT Lockton Affinity, LLC Phone: 800-829-0919 Fax: 913-652-7599 Address:														
NAMED Buildingstars Operations, Inc.; Buildingstars Management, Inc. 33 Worthington Access Drive Maryland Heights, MO 63043	<table border="1" style="width: 100%;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC#</th> </tr> <tr> <td>INSURER A: Nova Casualty Co</td> <td>42552</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC#	INSURER A: Nova Casualty Co	42552	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LINE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF. DATE	POLICY EXPI. DATE	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Combined <input type="checkbox"/> ISO <input type="checkbox"/> LCC GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> ISO <input type="checkbox"/> LCC OTHER:	LJR-ML-10000016-00	02/14/2020	02/14/2021	EXCESS SUFFICIENT \$1,000,000 DAMAGE TO RENTED PREMISES-Ex (contingent) \$300,000 MED EXP/Any one person \$5,000 PERSONAL AUTO LIABILITY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCT & COMPREHENSIVE \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRE/AUTO <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-SCHEDULED AUTOS	LJR-ML-10000016-00	02/14/2020	02/14/2021	COMMERCIAL LIABILITY \$1,000,000 PRTY V. HIRER (Excluded) \$ PRTY V. HIRER (Excluded) \$ PRTY V. HIRER (Excluded) \$ PRTY V. HIRER (Excluded) \$
A	<input checked="" type="checkbox"/> UMBRELLA/LMB <input type="checkbox"/> EXCESS LMB <input type="checkbox"/> DEL. <input checked="" type="checkbox"/> RETENTION \$10,000	LJR-UM-10000007-00	02/14/2020	02/14/2021	EXCESS SUFFICIENT \$5,000,000 AGGREGATE \$ \$ CL EXCESS-COMM CL EXCESS-EMPLOYEE CL EXCESS-POLICY LIMIT
A	EMPLOYEE THEFT OF CLIENTS PROPERTY V.I.N. <input type="checkbox"/> N/A Description of Operations:	LJR-ML-10000016-00	02/14/2020	02/14/2021	Limit \$250,000 Deductible \$1,000

DESCRIPTION OF OPERATIONS (LOCATIONS/VEHICLES (ACORD 101), Additional Permits Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Proof of Coverage 1136249	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Date: 10/07/20
Outside Rep: Drake Shrader
Company: Lake Forest Public Library
Address: 360 E Deerpath Rd. Lake Forest, IL 60045

Contract Addendum:

In the event of building closure, long term construction (30 days or more), or COVID-19 extended suspension, Customer will have the right to temporarily suspend services on a monthly basis until an agreed upon date by the Customer and Buildingstars, on which services would resume at the previously agreed upon price and frequency, barring any changes to the physical condition of the building which would alter the scope of cleaning. Should the service be actively suspended on a national holiday, Customer will not be charged for services not performed. Should the Customer cease occupancy of the building under contract, or have a change of location for the business, Buildingstars would void the current contract and make arrangements for a new contract under a new scope of cleaning at the alternate location. Buildingstars requests notification as soon as possible when regarding a temporary suspension or reconstruction that would alter the scope of cleaning.

Customer Signature: _____

Buildingstars Signature:

Annual Trustee Educational Requirements

Harassment Prevention Training. Public Act 101-0221 amended the Illinois Human Rights Act ("IHRA") requiring Illinois employers to provide annual sexual harassment prevention training by December 31, 2020 and annually thereafter. The Library's Anti-Harassment and Nondiscrimination Policy also requires all employees and trustees to complete an annual training in harassment prevention training as required by Illinois law.

The Library has contracted with an outside vendor, Trailiant, to deliver the training. The online training module is customized to the Library's Anti-Harassment and Nondiscrimination Policy and enables everyone to complete it at their convenience. We found this to be the most cost-effective and efficient means of delivering the required training this year. When we have completed our review of the module, a link will be sent to each employee and trustee with the necessary log-in information. Trailiant has a reporting module if we need it to report compliance under the IHRA.

Per Capita Grant Requirements. The Public Library Per Capita Grants Program was established to assist public libraries to improve and increase library services within their service areas. Grant amounts of up to \$1.25 per person served are available, on an annual basis, to all Illinois, local public libraries. The Library received \$24,218.75 in response to its January 2020 Public Library Per Capita Grant application.

In the past, the grant application was due in January and Library Trustees were required to review one or two chapters of *Serving Our Public – Standards for Illinois Public Libraries* as part of the grant application. As of this date there has been no official announcement of the application requirements or the due date for 2021. However, there is unofficial commentary that the due date will remain January 15, 2021.

There is additional unofficial commentary that Trustees will be required to review the entire *Serving Our Public 4.0 – Standards for Illinois Public Libraries* which was released earlier this year. Each chapter deals with one standard and concludes with a checklist. You will find *Serving Our Public 4.0 – Standards for Illinois Public Libraries* on the Library Trustee SharePoint Site [Documents>Trustee Information].

To make sure the Library is prepared to file the grant application if the application due date and requirements follow the unofficial chatter, the following "homework" schedule is proposed:

- For November Board Meeting, please review chapters 1-8 (pages 1 –24)
- For December Board Meeting, please review chapters 9-13 (pages 25-43)

You will notice that each chapter concludes with a checklist. Library Staff will review the checklists and note any areas of concern at the Board meetings. Library Staff will also be working through the chapters.

Library Director Report

October 13, 2020

By the numbers

Our numbers continue to trend in a positive manner. The Library is open 45 hours, including Saturday and 4 evenings a week. In August, there were 3500 visitors to the Library. We continue to monitor usage and evaluate the need for more or different hours.

Overall collection use was down 25% in August 2020 as compared to August 2019. However, this statistic is better in comparison to the 61% decrease in July. Here is a breakdown:

Circulation Categories	August 2020	August 2019	Change
Adult	10,105	13,865	(27%)
YA	686	888	(23%)
Youth	7,808	13,416	(42%)
e-Media	5,435	3,905	39%
DVD2GO	126	110	15%
Total	24,160	32,184	(25%)

Overall, positive circulation use is still being driven by a 39% increase in the e-Media resources. The use of the streaming/borrowing platforms Freegal, Hoopla, 3M Cloud Library, RB Digital, OverDrive (Libby), and Kanopy continues to outpace last year’s usage.

	April	May	June	July	August
2020	+101%	+81%	+64%	+42%	+39%

Overall gains started to level off in July, perhaps suggesting that once our patrons gained access to physical materials (books, audio books, and movies) they begin to use the digital options less. The chart notes the increases as compared to the same period in 2019.

	April	May	June	July	August
Hoopla	+96%	+81%	+102%	+34%	16%
3M Cloud	+73%	+53%	0%	-13%	22%
OverDrive	+83%	+79%	+70%	+58%	54%
RBDigital	+95%	+26%	+35%	+44%	21%
Kanopy	+491%	+368%	+115%	+27%	50%

The Library website continues to evolve as needed. The Communications Team, with the assistance of many others on the Library staff, are currently evaluating, updating, and reworking the Library's website.

The usage numbers over the last few months reflect the value of the Communications Team's rapid response to reworking the website to meet our patron's needs for reliable, general COVID information needs as well as easy to navigate access to resources and materials.

	April	May	June	July	August
Website Users	4,750	5,901	8,097	7,242	7,998
New Users	4,122	5,238	7,001	6,545	6,695
Website Sessions	8,075	10,496	15,989	14,923	14,669
Website Pageviews	25,870	40,727	74,739	66,212	61,584

Program offerings are difficult to compare year to year as all Library programs, with one exception, are now virtual. The exception is the long running Great Book Discussion Group which meets in the Library courtyard. There is tremendous variety in the programs, from PJ storytime to author interviews on critical and important topics. Attendance and viewing of the Library's programs remain strong, as well as social media shares and comments.

	April	May	June	July	August
Programs Offered	30	45	46	39	35
Views, Attendance	4,840	5,449	5,163	7,137	3,153

Emmy Neal, YA Librarian, continues to keep the Tweens and Teens involved with the Teen Advisory Board, reading programs, gaming, and other activities. The Children's department provides online story times, coding classes, art programs, and science programs, as well as literacy programs directed to parents and caregivers. The Adult Services team hosts authors and book clubs, and offers programs focused on history, culture, finance, and technology.

[Events and programs](#) around our 8th annual [Lake Forest Reads: Ragdale](#) program have started. *Searching for Sylvie Lee*, by Jean Kwok is this year's selection. In partnership with Ragdale Foundation, Lake Forest College, and the Friends of Lake Forest Library, this program encourages the community to read one book by an author affiliated with Ragdale, with the purpose of fostering literacy, a culture of reading, and a sense of community.

In addition, Michelle Doshi, Adult Services Librarian, is working with Lake Bluff Library on the non-fiction book selection for the 2021 *Read Between the Ravines* (two-community one-book read). 2021 will be the third year of this successful program. Past reads were *American Overdose: The Opioid Tragedy in Three Acts* by Chris McGreal and *The Death and Life of the Great Lakes* by Dan Egan.

In August, Reference and RA assists from all the departments totaled 1,197. Services are delivered via chat, email, in person, and other.

The Library's metrics are in line with our neighboring libraries. All are reporting a decrease in visitors and a decrease in the use of the physical collection. Similarly, all are reporting increases in use of e-resources and databases. The Lake Forest Library may be unique in that we appear to have better leveraged our social media for hosting and promoting our virtual events.

Adult Services created a Voter Guide for the 2020 election cycle. It includes information on how to register, where to vote, candidates and how-to fact check. See [2020 Election Voter Guide](#) on the Library's website.

Friends of the Library

Members of the Board of the Friends of the Library came onsite to better understand how the Library is using space to manage the quarantine period. The suggestion of a temporary container pod in the parking lot to accept donations was not viewed favorably by the volunteers. We continue to work with them to find a solution. The next Friends Board Meeting is October 17.

Library Capital Improvement Project

The Library's Capital Improvement Project website pages were updated with the information on the upcoming October 19 City Council presentation. Links to the pages are in two places on the Library's home page. The page is www.lakeforestlibrary.org/imagine. There were no comments this month.

The Library is working with Cathy Czerniak on the October 19 *briefing* of City Council. More information will be provided at the Board meeting.

Gifts and Grants

The Library received \$11,000 in gifts from The Reed Family Foundation and \$981.89 from The Lake Forest Book Review, a Lake Forest book group that started in the 1960s. The group has now disbanded and given its remaining funds to the Library. We are looking at an appropriate purchase to honor the group. An article about the group is attached. Total gifts year to date is: \$22,000.

The Library also received its FY2020 public library per capita grant in the amount of \$24,218.75. The funds are used to support our databases and e-resource purchases. The FY2021 grant application is due in January. The grant requirements will be reviewed at the Board meeting.

COVID Updates

The Library has moved to a 7-day quarantine period for all materials returning to the Library. A temporary pod has been installed in the library parking lot to store the book sale escalator and other supplies to make the dock room available for quarantining materials. To accommodate those users wishing to return materials when visiting the Library, a book drop has been ordered to be placed at the front entrance to prevent potentially contaminated materials from entering the building. The outside book drop at the West Train Station is beyond repair and will need to

be removed. The Library is evaluating replacement options. The book drop in the building at the east side entrance of the west train station is open for use.

Highland Park Public Library and Grayslake Public Library both experienced closures in September due to an employee contracting COVID-19. The Library has developed procedures in the event an employee contracts COVID-19.

The Library is evaluating its options to re-start interlibrary loan with the other CCS libraries. The space to quarantine the incoming materials is a key factor for the Library.

Administration and Operations

Human Resources. The Library continues to be vigilant in its efforts to protect patrons and staff during this time. All the precautions often make the job challenging. We do have some front-line part-time employees that have declined hours, but overall, everyone is managing with a combination of off-site and on-site hours.

Mary Good, Children's Library Assistant (full-time), retires on October 16 after 25 years with the Library. Her upbeat spirit and outlook will be greatly missed. Mary Webber, Children's Librarian, retired in September 2019 and that position is also open. The Library is completing interviews this week for a Children's Librarian but will not fill the Children's Library Assistant position.

After internal discussions, the Library is also not going to fill the Head of Technical Services.

Technology. The Library has been relying on a monthly back-up tape system to maintain 24 months of data. (The original HP system purchased in FY2015 was put in at a cost of \$4,000 and backed-up only one month of data. In 2018, the Library purchased an additional 22 tapes to comply with best practices for data retention.) On October 15th we will move to digital backup using a Buffalo Terastation to replace the out of date system with a faster and more reliable system. Total cost was \$2,000, which includes a 5-year warranty. The install was covered by our overall OSG agreement and has the following advantages:

- Data can be written to hard drives much faster than tape, allowing more frequent backups and points in time to recover.
- The backup software used with the new drive allows for a hardware independent restore. This advanced feature allows for recovery to different hardware.
- The new system has the capability to replicate the data offsite as an automated process versus a daily and monthly manual rotation/storage of tapes offsite.

The Library is working with OSG to explore the move to fiber to support the increased capacity needed for self-check and Wi-Fi and enable the Library to replace its existing and aging phone system.

text by JAKE JARVI
photograph by JON CANCELINO

A SECRET

Society



The common element in every medium of entertainment is the delivery of a story. No matter the delivery system, whether it's the television, movie screen, or book, we want to be transported away from ourselves to experience the captivating adventures, tragedies, and comedies of other people from a new perspective. Before entertainment existed at the push of a button, even before it was available in the printed word, people would gather at the promise of a story. Once assembled they would all turn their attention to the front and surrender their imaginations to a storyteller.

The practice still exists today within our own community. Four times a year, an audience of women assembles at the Deer Path Inn for lunch, conversation, and the mesmerizing drama of a previously unknown story unfolding before their collective ears. They're known as the Lake Forest Book Review and they've been meeting for more than 40 years. No current member knows exactly when the Book Review was created. They had all joined after its inception and the previously reigning guard has since passed on. With its origin story unknown, the Lake Forest Book Review feels like a local secret society, held together by the dedication of a few members. "I met one of my best friends through this group, just because I happened to sit at her table," says Mary Mardoian, Coordinator of the Lake Forest Book Review. "I love it. It's the Deer Path, it's Lake Forest. But we've had members from Kenosha

drive in, we've had members from Antioch come in, because they think this is great."

The words "book review" can create a deceptive parallel between this event and a book club. The members don't congregate to discuss the book, they haven't even read the book; this is purely entertainment. They experience the story for the first time as told to them by the storyteller, otherwise known as a reviewer or sometimes called a book dramatist. The reviewer selects the book and delivers it to the group in under an hour. "First of all, you can't do mysteries, because people lose you," says Denise Philpot, a reviewer who specializes in non-fiction. "I think Barbara Rinella does more novels. She's probably the top reviewer around here. I just prefer non-fiction. I enjoy it more." The Lake Forest Book Review has different reviewers throughout the year. Denise is a regular, but they've also been visited from reviewers like Barbara Rinella and Greta Wylie. These reviewers perform for a variety of audiences, from libraries to church groups to country clubs, and even smaller groups in homes.

The trick is to eliminate anything that doesn't directly advance the plot of the story, but the skill of the reviewer exists in keeping the audience involved with the characters and carefully maintaining the ups and downs of the narrative. It's truly art. At the Book Review in March, Denise Philpot mesmerized the listeners by performing *Staying True*, the memoir of Jenny Sanford from Winnetka and her

rocky marriage to Mark Sanford, the former Governor of South Carolina. As the story developed, Denise used her wry narrator's voice to have the group laughing in incredulity at Jenny's husband's antics or literally gasping when he would make excuses for his infidelity. An hour later it was over, and we emerged as a group back to reality and the comfort of the Hearth Room at the Deer Path Inn. Storytelling is the family business for Denise, who learned it from her mother. "I do about 70 a year," she says. "It used to be more, but the groups are getting older. There are fewer groups now than there were for a long time."

When Mary first joined the Lake Forest Book Review they were meeting in the basement of the Deer Path Inn. After the basement became a parking garage, they would meet wherever the Deer Path had room. Over the years their numbers have fluctuated. They've had as many as 75 members; they've had as few as 30. But the Book Review has persevered through it all. "You sit down and visit in this wonderful, historic location," says Mary. "And when you leave, you've had a delicious lunch and you've read a book." Having now experienced it firsthand, it makes me wish that men were allowed to join.

The Lake Forest Book Review meets in March, April, October, and November. For more information, contact Mary Mardoian at 847-234-4377.