### MAYWOOD PUBLIC LIBRARY DISTRICT

## Board of Trustees Regular Board Meeting

### Agenda

February 19, 2025 6:30 PM

### Zoom Meeting:

 $\underline{https://us06web.zoom.us/j/89198180791?pwd=Vg1A70uPYu1QjyA5C1Es9NTpTBT0Nf.}$ 

1

Meeting ID: 891 9818 0791

Passcode: 826046

- 1. Call to Order & Roll Call
- 2. Adoption of Agenda
- 3. Introduction of Visitors
- 4. Public Comment (3 minutes)
- 5. Presentation of Request of Soil Sample by Angela Smith from the Village of Maywood

Executive Session -

Pursuant to 5 ILCS 120/2 (c)(7) " where setting the price for sale or lease of property owned by the public body is being considered".

and-

5 ILCS 120/2(c)(11), to discuss litigation "when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when a public body finds an action is probable or imminent."

and-

5 ILCS 120/2(c)(2), to discuss the employment, compensation, discipline, performance, or dismissal of specific employees".

### 6. Minutes

- 6a. *Action Item:* Approval of the minutes of the Regular meeting held on and Executive Session Minutes held on December 18, 2024.
- 7. Communications & Announcements

### MAYWOOD PUBLIC LIBRARY DISTRICT

Board of Trustees Regular Board Meeting February 19, 2025 Page 2

- 8. Treasurer's Report
  - 8a. Action Item: Approve February 2025 Treasurers Report
  - 8b. *Action Item:* Ratify the Accounts Payable for January 08, 2024, in the amount of \$ 78,267.66 and Approve the Accounts Payable for February 17, 2025, in the amount of \$60,590.40
  - 8c. *Action Item:* Approval of Library Payroll for January 22, 2025, in the amount of \$ 17,220.37, and February 5, 2025, in the amount of \$ 17,729.09.
  - 8d. *Action Item*: Approve the transfer of \$100,000 from US Bank Primary to US Bank checking to pay invoices and payroll
- 10. Library Directors Report
- 11. Committee Reports
- 12. Old Business
  - 12a. *Discussion/Action Item:* Elevator Modernization Project
  - 12b. *Discussion/Action Item:* Water Line Inquiry
- 13. New Business
  - 13a. *Discussion/Action Item:* Space Evaluation Proposals
  - 13b. Discussion/Action Item: Patron Code of Conduct Policy
  - 13c. Discussion/Action Item: ICE Procedures
- 14. Comments from the Board
- 15. Adjournment

### January 15, 2025

### 1. CALL TO ORDER & ROLL CALL

The Regular Meeting of the Maywood Public Library District Board of Trustees was called to order by President Shakeesta Willliams at 6:35 PM on Wednesday, January 15, 2025, at the Maywood Public Library District.

Secretary Banks conducted the roll call.

Present: Trustee Williams, Barber-Burnside, Sanchez, Banks, Bulter

Absent: Trustee Rice, Villarreal

There was a quorum present to conduct library business.

Also present in person: Library Director Daniela Martinez, Business Consultant Doreen Berrien, Kathy Parker from KP Consult

### 2. ADOPTION OF AGENDA

President Williams asked for a motion to approve the agenda as amended to move the Strategic Planning Presentation before the FY24 Audit Presentation by Alfredo Rodriguez from Illinois NFP Audit & Tax, which Trustee Banks called the motion and Trustee Butler seconded.

President Williams called for a roll call.

Ayes: Trustee Williams, Barber-Burnside, Sanchez, Banks, Bulter

Nays: Abstain:

### **Motion Passed**

### 3. INTRODUCTION OF VISITORS

Taxpayer Stephanie Samuel, Angela Hughes, Janine Hines, Brianna Henderson, Doreen Berrien, Kathy Parker

### 4. PUBLIC COMMENT

4a. <u>Patron Ban Appeal:</u> Director Martinez stated that there was a scheduled ban hearing for library patron Ms. Tysha Blackmon. Ms. Blackmon was not in attendance. Mrs. Angela Hudges came to state her part in the incident. Mrs. Hughes reported that Ms. Blackmon followed her disable son, who was working at

### January 15, 2025

the MPLD, from his shift out to the car after his shift and was inquiring personal information from Mrs. Hughes and her son. Ms. Blackmon did not identify herself with Mrs. Hughes and asked Mrs. Hughes if she could write letters to Mrs. Hughes and others. After the incident, Mrs. Hughes felt that her son needed to resign from the MPLD. Mrs. Hughes expressed her concern and frustration of the situation to the Board, and wanted it to reflect on record.

Director Martinez stated that this Patron Ban Appeal was an opportunity for Ms. Blackmon to state her case to the Board at this Board Meeting, however, she was not present. At the time, Ms. Blackmon's ban time had already expired. Her request was to have the incident removed from her record. Director Martinez stated incident reports are not listed on patron record.

Questions/Comments from the Board: Where did the incident start? Was the individual asked personal questions? How many times have this incident occurred?

## 5. <u>FY24 AUDIT PRESENTATION BY ALFREDO RODRIGUEZ FROM ILLINOIS NFP AUDIT & TAX</u>

Alfredo Rodriguez presented to the Board the FY24 Audit Draft. Illinois NFP Audit & Tax reported the Maywood Public Library District, presented fairly, in all material respects, the financial statements of the government activities, each major fund, the aggregate remaining fund information, and the respective changes in financial position and cash flows.

Mr. Rodriguez reported that it is recommended that libraries have up to 6 months in reserve and suggested that anything over should be transferred to capital funds. He continued to highlight the Library is doing great.

Questions/Comments from the Board: Is there other recommendations to improve our process?

## 6. <u>STRATEGIC PLANNING PRESENTATION BY KATHY PARKER FROM KP CONSULT</u>

Kathy Parker from KP Consult presented the Strategic Planning for FY2025-2029 based on the SOAR method. This presentation included focus groups and data dive that ranged from 2014-2023. The data was collected by Kate Hall, from Northbrook Public Library. The data was compared to libraries in our system that

### **January 15, 2025**

had similar square footage and Per Capita as the MPLD. From this presentation, it was found that the MPLD performed low compared to other libraries. Kathy did note that there was an impact from the 1.5 year that we were close to the public.

From the focus groups, it was reported that patrons loved the current programming that the library is offering, and stated that the staff was an asset, especially the Youth Services Department.

Kathy continued to report on the statistical findings and how they align with the current draft of the Strategic Plan.

Questions/Comments from the Board: What libraries were we compared to? What factors would have contributed to the stats?

### 7. APPROVAL OF MINUTES

President Williams asked for a motion to approve the minutes from the Regular meeting held on and Executive Session Minutes held on December 18, 2024. Trustee Butler called the motion with a correction and Trustee Banks seconded.

President Williams called for a roll call vote.

Ayes: Trustee Williams, Sanchez, Banks, Butler

Nays: n/a

Abstain: Trustee Barber-Burnside Absent: Trustee Rice, Villarreal

Motion Passed.

### 8. COMMUNICATION & ANNOUNCEMENTS

Trustee Bulter expressed her gratitude for Head of Adult Services, John Fruit, and his collaboration with West40 on the Winter Gear and Food Drive. West40 appreciated our efforts and have stated to continue the partnership next year.

Trustee Bulter also communicated that the Martin Luther King Jr. Black Tie Gala was taking place on Saturday, January 18, 2025. Tickets to attend are \$150.00. Trustee Banks would be recognized at the Gala.

### 9. TREASURE'S REPORT

9a. Action Item: Approve January 2025 Treasurers Report

9b. Action Item: Ratify the Accounts Payable for December 11, 2024, in the

amount of \$44,231.66 and Approve the Accounts Payable

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for January 08, 2024, in the amount of \$ 78,267.66

9c. Action Item: Approval of Library Payroll for December 24, 2024, in the

amount of \$16,829.61, and January 8, 2025, in the

amount of \$17,835.33.

9d. Action Item: Approve the transfer of \$100,000 from US Bank Primary to

US Bank checking to pay invoices and payroll

Treasure Sanchez read the report to the Board.

President Williams asked for a motion to approve the Treasurer's Report encompassing agenda items 9a through 9d. A motion was made by President Williams and seconded by Trustee Barber-Burnside to approve the Treasurer's Report as presented.

President Williams called for a roll call vote.

Questions/Comments from the Board:

Healthcare

LIRA/Other Insurance Groups

Ayes: Trustee Williams, Barber-Burnside, Sanchez, Butler

Nays: n/a Abstain: n/a

Absent: Trustee Rice, Villarreal

**Motion Passed.** 

### 10. LIBRARY DIRECTOR'S REPORT

President Williams asked for a motion to approve the Library Director's report. Trustee Butler moved to approve the report and Trustee Villarreal seconded the motion.

Questions/Comments from the Board: Maintenance Technician Position Digital Sign Smart Lockers Wrap

### **Motion Passed.**

### 11. COMMITTEE REPORTS

Secretary Banks reported that the Maywood Public Library District Foundation met on Wednesday, January 15, 2025, at 6:20 PM. This meeting's purpose was to set up Foundation officers and to remove current members on the Maywood Public Library District Foundation account.

January 15, 2025

Questions/Comments from the Board: Two signers on financials

### 12. OLD BUSINESS

12a. **Discussion/Action Item:** Water Line Utility.

President Williams asked for a motion to enter Executive Session at 8:11 PM. Trustee Butler motioned to enter Executive Session to which Trustee Sanchez seconded.

Executive Session—

Pursuant to 5 ILCS 120/2(c)(11), to discuss litigation "when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when a public body finds an action is probable or imminent."

### 13. NEW BUSINESS

13a. Discussion/Action Item: Review of Serving Our Public (Per Capita Grant)

Director Martinez presented the yearly Standard Review of Serving Our Public Per Capita Grant. This grant reviews the Core Standard of libraries. In this presentation the years 2022-2024 were covered.

Questions/Comments from the Board:

N/A

President Williams asked for a motion to approve the Review of Serving Our Public Standard. Trustee Butler motioned to approve the Review of Serving Our Public Standards to which Trustee Barber-Burnside seconded.

President Williams called for a vote.

#### Motion Passed.

### 14. COMMENTS FROM THE BOARD

Trustee Butler asked if staff training was being conducted. Director Martinez has stated that yes, training for staff is being conducted, and will continue to be.

### January 15, 2025

President Williams thanked the Library Staff and Board for how far the Library has come.

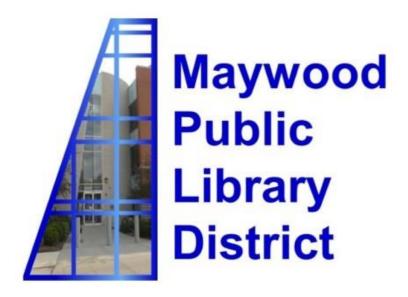
### 15. ADJOURNMENT

President Williams asked for a motion to adjourn.	. Trustee Butler moved to adjourn, a	anc
Trustee Barber-Burnside seconded the motion.		

President Williams called for a vote.

Motion Passed. The meeting adjourned at 8:49 PM.

CIONED.		DATE:	
SIGNED:		DATE:	
	LaSondra Banks, Secretary		



# MONTHLY FINANCIAL STATEMENTS

**FEBRUARY 2025** 

## MAYWOOD PUBLIC LIBRARY DISTRICT Summary of Monthly Cash Receipts & Disbursments As of January 31, 2025

Account	Beginning Bal.	Monthly	Transfers	Income	Other	Cash	Adjustments	Ending Balance
	1/1/2025	Interest		Property Tax	Income	Disbursed	Bank Fees	1/31/2025
US Bank- Primary US Bank- Accouts Payable US Bank-DCEO 1 US Bank-DCEO 2	\$ 1,964,651.84 141,814.08 186,177.40	\$ 147.95 9.02 14.54 0.26	\$ (124,000.00) 100,000.00 14,000.00 10,000.00	\$ 14,583.65	\$ 2,348.49 2,391.81 1,782.98	(127,981.94)	\$ (12.00)	\$ 1,857,719.93 116,232.97 200,191.94 11,783.24
IL Funds - Primary	367,142.11	1,461.20					(95.20)	368,508.11
Cash - Cirulation Petty Cash	150.00 65.00							150.00 65.00
TOTAL	\$ 2,660,000.43	\$ 1,632.97	\$ -	\$ 14,583.65	\$ 6,523.28	\$ (127,981.94)	\$ (107.20)	\$ 2,554,651.19

	Statement	Uncleared	Register
	Balance	Transactions	Balance
	1/31/2025	1/31/2025	@ 1/31/2025
US Bank- Accouts Payable	\$ 116,232.97	\$ (20,138.30)	\$ 96,094.67

Amounts not verified.

Check #	Vendor	Account	Memo/Description	Amount	Balance
3601	Alice Bey-Pugh	2100011 Accounts Payable		50.00	50.00
		4302012 YS Programming		50.00	
	5 5				
3602	Alice Bey-Pugh	2100011 Accounts Payable		200.00	200.00
		4302012 YS Programming		200.00	
3603	Amazon Capital Services	2100011 Accounts Payable		1,610.34	1,521.62
		4080011 Adult Books	191C-1XD3-XPTV	53.17	•
		4080011 Adult Books	1W11-GK3X-L4F1	58.09	
		4080011 Adult Books	1F3P-1M9T-QGGL	68.83	
		4106011 Technology	1TGM-W3TM-FVL9	25.44	
		4130011 Library Supplies	1KLF-3XFJ-FD7N	50.84	
		4130011 Library Supplies	1TQ4-VXQM-CGNV	38.45	
		4130011 Library Supplies	1VML-QKR-QPD4	39.73	
		4130011 Library Supplies	14QH-XJJ7-FJ3H	66.12	
		4130011 Library Supplies	1XL9-CN3F-CFGN	57.98	
		4302012 YS Programming	п	98.93	
		4130011 Library Supplies	1C9L-34RT-3VQX	129.99	
		4302012 YS Programming	II II	12.98	
		4130011 Library Supplies	1J4X-H1VT-9NJ7	49.19	
		4131011 Hospitality	п	10.99	
		4256011 Janitorial Supplies	1Q7X-D76J-16HN	43.86	
		4256011 Janitorial Supplies	1QVY-3FMQ-F1WV	41.88	
		4302011 Adult Programming	1VKF-CNCM-1M4V	185.61	
		4302011 Adult Programming	1DFC-N4L4-VLMR	78.28	
		4302012 YS Programming	17FJ-QQ7T-3XFR	139.83	

Check #	Vendor	Account	Memo/Description	Amount	Balance
		4302012 YS Programming	1KLF-3XFJ-DT96	39.96	
		4302012 YS Programming	1KYL-9PC1-G9GQ	43.82	
		4302012 YS Programming	1FXT-MLY9-MKTR	147.69	
		4302012 YS Programming	1KLF-3XFJ-DT96	39.96	
3604	Ancel Glink PC	2100011 Accounts Payable	Acct. # 3179830	2,141.25	2,141.25
		4320011 Legal Fees	Jan. 14, 2025	2,141.25	
3605	Anderson Elevator	2100011 Accounts Payable	INV-99146-B8P3	312.00	312.00
		4250011 Contract Maintenance Building	INV-99146-B8P3	312.00	
3606	ATLAS	2100011 Accounts Payable		350.00	350.00
		4051011 Staff Development	Director's Retreat	350.00	
3607	B Allan Graphics	2100011 Accounts Payable		3,712.17	3,712.17
		4140011 Postage	Inv. 102952	892.17	
		4160011 Publicity	п	2,820.00	
3608	Baker & Taylor	2100011 Accounts Payable	Various book invoices. See line descriptions.	984.22	984.22
	,	4080011 Adult Books	2038818717	638.68	
		4080012 YS Books	п п	122.61	
		4080011 Adult Books	2038801711	157.84	
		4080012 YS Books	11 11	65.09	
3609	Chicago Tribune	2100011 Accounts Payable	Pays thru 3/10/25	430.99	430.99

## Maywood Public Library District Accounts Payable

February 2025

Check #	Vendor	Account	Memo/Description	Amount	Balance
		4090011 Periodicals	60150239	430.99	
3610	CINTAS	2100011 Accounts Payable	Inv. 9306492531	550.00	550.00
		4250011 Contract Maintenance Building	Inv. 9306492531	550.00	
3611	Comcast	2100011 Accounts Payable	Service From 1/30/25 - 2/28/25	161.85	161.85
		4106011 Technology	Acct. 8771 20 001 0331433	161.85	
3612	ComEd	2100011 Accounts Payable	ComEd Bill Issued 1/15/25	60.00	60.00
		4225011 Electricity	3278735000	60.00	30.00
3613	Danny Celis	2100011 Accounts Payable	March 7, 2025 Program	150.00	150.00
	,	4302011 Adult Programming	,	150.00	100.00
3614	Danta Williams	2100011 Accounts Payable	2/13/25 Program	175.00	175.00
		4302011 Adult Programming	2/13/25 Program	175.00	
3615	Danta Williams	2100011 Accounts Payable	2/20/25 Program	175.00	175.00
		4302011 Adult Programming	2/20/25 Program	175.00	
3616	Doreen J Berrien	2100011 Accounts Payable	January Services	2,830.00	2,830.00
		4170011 Professional Services	January Services	2,830.00	,
3617	Forest Security, Inc.	2100011 Accounts Payable	Inv. 181042	1,065.00	1,065.00
		4250011 Contract Maintenance Building	Equipment maintenance & monitoring	1,065.00	

## Maywood Public Library District Accounts Payable

February 2025

Check #	Vendor	Account	Memo/Description	Amount	Balance
					_
3618	Globe Life	2100011 Accounts Payable	Acct. 55395 Due 2/1/25	119.24	119.24
		4040011 Healthcare Premium	Acct. 55395 -	119.24	
3619	Illinois NFP Audit and Tax, LLP	2100011 Accounts Payable	Inv. MPL-06302024	6,250.00	6,250.00
		9650096 Audit	Inv. MPL-06302024	6,250.00	
3620	Independent Construction Services	2100011 Accounts Payable	Inv. 1505	181.25	181.25
		4170011 Professional Services	Inv. 1505	181.25	
3621	Jason Ferguson	2100011 Accounts Payable	2/18/25 Program	175.00	175.00
	Ç	4302011 Adult Programming	2/18/25 Program	175.00	
3622	Jason Ferguson	2100011 Accounts Payable	2/19/25 Program	150.00	150.00
	Ç	4302012 YS Programming	2/19/25 Program	150.00	
			Copy machine maintenance. Various		
3623	Konica Minolta Business Solutions	2100011 Accounts Payable	invoices.	272.12	272.12
		4240011 Maintenance of Equipment	297965673	96.04	
		4240011 Maintenance of Equipment	297956714	140.40	
		4240011 Maintenance of Equipment	297956351	35.68	
3624	LIMRICC-UCGA	2100011 Accounts Payable	Unemployment Insurance 4th Qtr. 2024	179.80	179.80
		9350093 Unemployment Insurance	Unemployment Insurance 4th Qtr. 2024	179.80	
3625	LRS, LLC	2100011 Accounts Payable	LR6096375	188.23	188.23
		4235011 Garbage	LR6096375	188.23	

## Maywood Public Library District Accounts Payable

February 2025

Check #	Vendor	Account	Memo/Description	Amount	Balance
3626	Lureise Billings	2100011 Accounts Payable 4302011 Adult Programming	2/24/25 Program	200.00 200.00	200.00
3627	MidAmerican Energy	2100011 Accounts Payable 4225011 Electricity	Acct. #228692, End read 1/17/25 Acct. #228692, End read 1/17/25	6,965.03 6,965.03	6,965.03
3628	Midwest Tape, LLC	2100011 Accounts Payable 4100011 Adult Audio Visual 4100012 YS Audio Visual	506412705 506691788	537.06 268.53 268.53	537.06
3929	Nicor Gas	2100011 Accounts Payable 4205011 Natural Gas	Natural Gas 12/13/24-1/14/25 5581640000 0	7,417.77 7,417.77	7,417.77
3630	Nicor Gas	2100011 Accounts Payable 4205011 Natural Gas	Natural Gas 12/13/24-1/14/25 485800007	1,658.93 1,658.93	1,658.93
3631	Peerless Network	2100011 Accounts Payable 4150011 Telephone	Inv. 69116 Inv. 69116	803.38 803.38	803.38
3632	Quill LLC	2100011 Accounts Payable 4256011 Janitorial Supplies	42713757 42713757	152.46 152.46	152.46
3633	RAILS	2100011 Accounts Payable 4302011 Adult Programming 4302012 YS Programming	Inv. 13668 Inv. 13668	448.00 224.00 224.00	448.00

Check #	Vendor	Account	Memo/Description	Amount	Balance
3634	Rhonda Fentry	2100011 Accounts Payable	3/11/25 Program	75.00	75.00
		4302011 Adult Programming	3/11/25 Program	75.00	
3635	Royale Bezjian Carpet Company	2100011 Accounts Payable	Inv. 87626, 86892	255.00	255.00
		4250011 Contract Maintenance Building	Inv. 87626	85.00	
		4250011 Contract Maintenance Building	Inv. 86892	85.00	
		4250011 Contract Maintenance Building	Inv. 87189	85.00	
			Notary fee for: C. Cambray, A. Cox, S.		
3636	Secretary of State	2100011 Accounts Payable	Arroyo, V. Hatter	60.00	60.00
		4170011 Professional Services	Notary fee for: C. Cambray, A. Cox, S. Arroyo, V. Hatter	60.00	
3637	SWAN	2100011 Accounts Payable	Inv. 11134	6,270.92	6,270.92
		4265011 SWAN	11635	6,030.50	
		4085011 SWAN Lost Books	11731	240.42	
3638	Terminix Anderson	2100011 Accounts Payable	Bill 2486355	90.75	90.75
		4250011 Contract Maintenance Building	Bill 2486355	90.75	
3639	Tsavant Inc.	2100011 Accounts Payable	Jan. & Feb. 2025 Service	1,800.00	1,800.00
		4170011 Professional Services	Inv. MP0050	1,800.00	
3640	US BANK	2100011 Accounts Payable	Various charges. See line descriptions.	3,483.32	3,483.32

Check # Vendor	Account	Memo/Description	Amount	Balance
	6123011 Vending Machine Expenses	Ref # 0050	255.59	
	4106011 Technology	6068	23.10	
	4131011 Hospitality	7347	721.48	
	4131011 Hospitality	1817	52.50	
	4302011 Adult Programming	990	27.50	
	4131011 Hospitality	4831	57.94	
	4302012 YS Programming	5270	17.50	
	4260011 General Maintenance - Building	5039	1,250.92	
	4302012 YS Programming	4404	9.99	
	4260011 General Maintenance - Building	2864	349.00	
	4051011 Staff Development	4980	59.00	
	4051011 Staff Development	5080	59.00	
	4051011 Staff Development	827	59.00	
	4051011 Staff Development	5195	50.00	
	4051011 Staff Development	9151	59.00	
	4051011 Staff Development	2365	50.00	
	4051011 Staff Development	2407	50.00	
	6123011 Vending Machine Expenses	4431	186.74	
	4130011 Library Supplies	395	22.99	
	4131011 Hospitality	1435	98.97	
	4106011 Technology	8051	23.10	
3642 Illinois Library Association	2100011 Accounts Payable	Ilnv. 301883, 299809	300.00	300.00
	4070011 Membership Dues	Institutional Membership	225.00	
	4070011 Membership Dues	LaSondra Banks	75.00	

Check #	Vendor	Account	Memo/Description	Amount	Balance
3643	Williams Associates Architects, Ltd.	2100011 Accounts Payable	Inv. 0023044	840.00	840.00
		6033011 DCEO Grant Expense	Inv. 0023044	840.00	
3644	Secretary of State	2100011 Accounts Payable	Annual Report & Late Fee	13.00	13.00
		4135011 Printing	Annual Report & Late Fee	13.00	
3645	Baker & Taylor	2100011 Accounts Payable	Various book invoices. See line descriptions.	1,047.54	1,047.54
00-10	Baker a Taylor	4080011 Adult Books	2038858210	283.40	1,047.54
		4080012 YS Books	" "	3.71	
		4080011 Adult Books	2038834998	654.13	
		4080012 YS Books	п п	106.30	
3647	Williams Associates Architects, Ltd.	2100011 Accounts Payable	Inv. 0023118	560.00	560.00
3041	Williams Associates Architects, Etc.	4170011 Professional Services	Inv. 0023118	560.00	300.00
3648	Ancel Glink PC	Acct. # 3179830	2100011 Accounts Payable	2,652.50	2,652.50
		February 12, 2025	4320011 Legal Fees	2,652.50	
3649	Complete Temperature Systems	Quarterly Billing Inv. MA009400	2100011 Accounts Payable	2,575.00	2,575.00
		Quarterly Billing Inv. MA009400	4250011 Contract Maintenance Building	2,575.00	

Check # Vendor	Account	Memo/Description		Amount	Balance	
			TOTAL		60,590.40	

## Maywood Public Library Statement of Financial Position Comparison

As of January 31, 2025

	Tot	al
<del>-</del>	As of Jan 31, 2025	As of Dec 31, 2024 (PP)
ASSETS		
Current Assets		
Bank Accounts		
1001011 Petty Cash	325.00	325.00
1001511 Cash - Circulation	65.00	65.00
1020311 Seaway Bank & Trust - Payroll	0.00	0.00
1050011 IL Funds - Primary	368,508.08	368,508.08
1060073 PMA - Construction Fund	22.20	22.20
1070411 Bank of New York - Escrow 2	36.60	36.60
1080011 US Bank - Primary	1,857,535.38	1,964,467.29
1080111 US Bank - Accounts Payable	96,094.67	121,579.04
1080211 US Bank - Payroll	0.00	0.00
1080311 US Bank SB220079 Grant Account		
(DCEO)	200,191.94	186,177.40
1080411 US Bank HB210029 Grant Account (DCEO)	11,783.24	0.00
1099011 Cash Allocated to Other Funds	-701,337.74	-701,337.74
1099073 Allocated Cash - Bldg Const	45,308.90	45,308.90
1099078 Allocated Cash - Working Cash	258,366.98	258,366.98
1099091 Allocated Cash - FICA Bond	366,313.43	366,313.43
1099092 Allocated Cash - IMRF Fund	101,463.05	101,463.05
1099093 Allocated Cash - Unemp Fund	16,025.37	16,025.37
1000000 / moodical Guom Chomp i and	10,020.01	10,020.01
1099094 Allocated Cash - Workers Comp Fund	8,005.43	8,005.43
1099095 Allocated Cash - Liab Ins Fund	-87,895.42	-87,895.42
1099096 Allocated Cash - Audit Fund	-6,250.00	-6,250.00
Total Bank Accounts	\$ 2,534,562.11	\$ 2,641,180.61
Total Current Assets	\$ 2,534,562.11	\$ 2,641,180.61
TOTAL ASSETS	\$ 2,534,562.11	\$ 2,641,180.61
LIABILITIES AND EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
2100011 Accounts Payable	-696.08	-696.08
Total Accounts Payable	-\$ 696.08	-\$ 696.08
Other Current Liabilities		
2101011 Federa I Tax Withheld	-1,453.12	-1,453.12
2102011 State Tax Withheld	5,821.96	5,821.96
2103011 FICA Withheld	1,901.72	1,901.72

## Maywood Public Library Statement of Financial Position Comparison

As of January 31, 2025

	Tot	al	
	As of Jan 31, 2025	As o	of Dec 31, 2024 (PP)
2104011 IMRF Withheld	 -1,810.17		-1,761.90
2104511 IMRF-VAC	4,559.95		4,375.33
2105011 Credit Union I Withheld	92.32		92.32
2106011 Credit Union II Withheld	385.00		385.00
2107011 Medical Insurance Withheld	914.41		914.41
2108011 Pebsco Withheld	235.00		235.00
2109011 Garnishments Withheld	0.00		0.00
2110011 AFLAC Withheld - Pre Tax	17.85		17.85
2111011 AFLAC Withheld - Post Tax	0.00		0.00
2222211 Cash Advance - Credit Card	163.34		163.34
2222411 Due to Library Foundation	0.00		0.00
Total Other Current Liabilities	\$ 10,828.26	\$	10,691.91
Total Current Liabilities	\$ 10,132.18	\$	9,995.83
Total Liabilities	\$ 10,132.18	\$	9,995.83
Equity			
2900011 Fund Balance - Library Fund	-385,489.03		-385,489.03
2900073 Fund Balance - Bldg Constructi	45,308.90		45,308.90
2900078 Fund Balance - Working Cash	258,366.98		258,366.98
2900091 Fund Balance - FICA Fund	366,313.43		366,313.43
2900092 Fund Balance - IMRF Fund	101,463.05		101,463.05
2900093 Fund Balance - Unemployment	16,025.37		16,025.37
2900094 Fund Balance - Workers Comp	8,005.43		8,005.43
2900095 Fund Balance - Liability Insur	-87,895.32		-87,895.32
2900096 Fund Balance - Audit Fund	-6,250.00		-6,250.00
Opening Balance Equity	-6,624.18		-6,624.18
Retained Earnings	2,025,492.22		2,025,492.22
Net Revenue	 189,713.08		296,467.93
Total Equity	\$ 2,524,429.93	\$	2,631,184.78
TOTAL LIABILITIES AND EQUITY	\$ 2,534,562.11	\$	2,641,180.61

Wednesday, Feb 12, 2025 02:09:52 PM GMT-8 - Accrual Basis

## Maywood Public Library Budget vs. Actuals: Budget\_FY25\_P&L - FY25 P&L

July 2024 - January 2025

	Actual	Budget	0	ver Budget	% of Budget
Revenue					
3001011 Tax Revenue - Current	610,402.46	1,363,824.00		-753,421.54	44.76%
3001080 Tax Rev Current - Building Fund		60,000.00		-60,000.00	0.00%
3001091 Tax Rev Current - FICA Fund	23,129.19	55,000.00		-31,870.81	42.05%
3001092 Tax Rev Current - IMRF Fund	50,413.30	120,000.00		-69,586.70	42.01%
3001093 Tax Rev Current - Unemp Fund	415.49	1,700.00		-1,284.51	24.44%
3001094 Tax Rev Current - Workers Comp Fund	415.49	1,000.00		-584.51	41.55%
3001095 Tax Rev Current - Liab Ins Fund	18,489.49	44,000.00		-25,510.51	42.02%
3001096 Tax Rev Current - Audit Fund	3,808.71	9,000.00		-5,191.29	42.32%
3021011 Personal Prop Replacement Tax	57,045.96	140,000.00		-82,954.04	40.75%
3030011 Per Capita Grant	34,998.48	34,763.00		235.48	100.68%
3032611 Other Grant Income	102,630.12	57,500.00		45,130.12	178.49%
3033011 DCEO Grant	1,881.97	150,000.00		-148,118.03	1.25%
3039011 Donations		100.00		-100.00	0.00%
3060011 Fines		100.00		-100.00	0.00%
3070011 Copy Machine	2,197.43	3,500.00		-1,302.57	62.78%
3080011 Lost and Paid		500.00		-500.00	0.00%
3095011 General Sales	6,060.00	150.00		5,910.00	4040.00%
3095511 Book Sales		300.00		-300.00	0.00%
3123011 Vending Machine Income	1,004.16	1,500.00		-495.84	66.94%
3125011 Fax Machine		40.00		-40.00	0.00%
3127011 Room Rental Income	15.00	600.00		-585.00	2.50%
3130011 Miscellaneous Income	34.09	500.00		-465.91	6.82%
3132511 Maywood Book Income		100.00		-100.00	0.00%
3302011 Interest - All Bank	1,127.16	1,000.00		127.16	112.72%
3304011 Interest - IL Funds Primary	9,281.41	10,000.00		-718.59	92.81%
3608011 Passport and License Renewal Income	6,608.54	10,000.00		-3,391.46	66.09%
Total Revenue	\$ 929,958.45	\$ 2,065,177.00	-\$	1,135,218.55	45.03%
Gross Profit	\$ 929,958.45	\$ 2,065,177.00	-\$	1,135,218.55	45.03%
Expenditures					
4010011 Salaries	358,639.22	800,000.00		-441,360.78	44.83%
4040011 Healthcare Premium	10,734.66	40,000.00		-29,265.34	26.84%
4050011 Trustee Development	133.00	7,500.00		-7,367.00	1.77%
4051011 Staff Development	227.00	5,000.00		-4,773.00	4.54%
4052011 Travel	5.57	2,000.00		-1,994.43	0.28%
4070011 Membership Dues	2,505.00	4,500.00		-1,995.00	55.67%
4080011 Adult Books	4,599.16	17,000.00		-12,400.84	27.05%
4000040 VO D I	0.040.05	45,000,00		44 000 05	00.000/

3,313.05

4080012 YS Books

22.09%

-11,686.95

15,000.00

### **Maywood Public Library** Budget vs. Actuals: Budget\_FY25\_P&L - FY25 P&L

July 2024 - January 2025

	Actual	Budget	over Budget	% of Budget
4085011 SWAN Lost Books	441.11	500.00	-58.89	88.22%
4090011 Periodicals	2,621.58	3,500.00	-878.42	74.90%
4100011 Adult Audio Visual	5,516.12	6,000.00	-483.88	91.94%
4100012 YS Audio Visual	2,364.32	2,500.00	-135.68	94.57%
4105011 Software		1,000.00	-1,000.00	0.00%
4106011 Technology	6,410.11	10,000.00	-3,589.89	64.10%
4130011 Library Supplies	2,464.85	7,000.00	-4,535.15	35.21%
4130012 Patron Services Supplies		1,500.00	-1,500.00	0.00%
4130013 Tech Services Supplies	56.09	2,500.00	-2,443.91	2.24%
4130511 Bank Fees	199.68	2,200.00	-2,000.32	9.08%
4131011 Hospitality	2,271.47	3,000.00	-728.53	75.72%
4135011 Printing	147.00	3,000.00	-2,853.00	4.90%
4140011 Postage	1,985.22	5,000.00	-3,014.78	39.70%
4150011 Telephone	7,090.13	10,500.00	-3,409.87	67.53%
4160011 Publicity	6,024.80	15,000.00	-8,975.20	40.17%
4170011 Professional Services	48,684.21	45,000.00	3,684.21	108.19%
4205011 Natural Gas	20,583.58	41,000.00	-20,416.42	50.20%
4210011 Databases & E-Resources	5,721.76	26,000.00	-20,278.24	22.01%
4215011 Water	15,831.83	12,500.00	3,331.83	126.65%
4225011 Electricity	55,802.10	100,000.00	-44,197.90	55.80%
4235011 Garbage	1,309.44	3,500.00	-2,190.56	37.41%
4240011 Maintenance of Equipment	3,215.53	36,750.00	-33,534.47	8.75%
4250011 Contract Maintenance Building	27,706.93	65,000.00	-37,293.07	42.63%
4256011 Janitorial Supplies	2,079.75	3,000.00	-920.25	69.33%
4260011 General Maintenance - Building	21,373.87	36,750.00	-15,376.13	58.16%
4265011 SWAN	12,061.00	26,000.00	-13,939.00	46.39%
4292011 Special Events	6,231.19	10,000.00	-3,768.81	62.31%
4302011 Adult Programming	3,145.87	7,000.00	-3,854.13	44.94%
4302012 YS Programming	3,091.32	7,000.00	-3,908.68	44.16%
4310011 Equipment Purchase	11,150.39	6,000.00	5,150.39	185.84%
4311011 Capital Improvements		40,000.00	-40,000.00	0.00%
4320011 Legal Fees	5,053.68	10,000.00	-4,946.32	50.54%
6032011 Misc. Grant Expense	-2,746.08	57,500.00	-60,246.08	-4.78%
6033011 DCEO Grant Expense	8,033.36	350,000.00	-341,966.64	2.30%
6034011 Per Capita Grant Expenses	13,613.42	34,763.00	-21,149.58	39.16%
6123011 Vending Machine Expenses	604.25	1,500.00	-895.75	40.28%
9150091 FICA Expenditures	26,743.68	70,000.00	-43,256.32	38.21%
9250092 IMRF Expenses - District	14,940.82	37,000.00	-22,059.18	40.38%

## Maywood Public Library Budget vs. Actuals: Budget\_FY25\_P&L - FY25 P&L

July 2024 - January 2025

	Total									
		Actual		Budget	0	ver Budget	% of Budget			
9350093 Unemployment Insurance		358.20		1,700.00		-1,341.80	21.07%			
9450094 Insurance - Workers Comp		2,876.00		1,100.00		1,776.00	261.45%			
9550095 Insurance - Liability		37,853.62		40,000.00		-2,146.38	94.63%			
9650096 Audit				7,000.00		-7,000.00	0.00%			
Total Expenditures	\$	763,068.86	\$	2,040,263.00	-\$	1,277,194.14	37.40%			
Net Operating Revenue	\$	166,889.59	\$	24,914.00	\$	141,975.59	669.86%			
Net Revenue	\$	166,889.59	\$	24,914.00	\$	141,975.59	669.86%			

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## Maywood Public Library Statement of Activity by Class

July 2024 - January 2025

	Library Fund	91 FICA Fund	I 92 IMRF		93 Unemploymen t Fund	94 Workers Comp Fund	95 Liability Insurance Fund	96 Audit Fund	TOTAL
Revenue									
3001011 Tax Revenue - Current	610,402.46								610,402.46
3001091 Tax Rev Current - FICA Fund		23,129.1	9						23,129.19
3001092 Tax Rev Current - IMRF Fund			50	,413.30					50,413.30
3001093 Tax Rev Current - Unemp Fund					415.49				415.49
3001094 Tax Rev Current - WC Fund						415.49			415.49
3001095 Tax Rev Current - Liab Ins Fund							18,489.49		18,489.49
3001096 Tax Rev Current - Audit Fund								3,808.71	3,808.71
3021011 Personal Prop Replacement Tax	57,045.96								57,045.96
3030011 Per Capita Grant	34,998.48								34,998.48
3032611 Other Grant Income	102,630.12								102,630.12
3033011 DCEO Grant	1,881.97								1,881.97
3070011 Copy Machine	2,197.43								2,197.43
3095011 General Sales	4,929.00								4,929.00
3123011 Vending Machine Income	1,004.16								1,004.16
3127011 Room Rental Income	15.00								15.00
3130011 Miscellaneous Income	34.09								34.09
3302011 Interest - All Bank	1,127.16								1,127.16
3304011 Interest - IL Funds Primary	9,281.41								9,281.41
3608011 Passport and Lic. Renewal Income	6,153.54								6,153.54
Total Revenue	\$ 831,700.78	\$ 23,129.1	9 \$ 50	,413.30	\$ 415.49	\$ 415.49	\$ 18,489.49	\$ 3,808.71	928,372.45
Gross Profit	\$ 831,700.78	\$ 23,129.1	9 \$ 50	,413.30	\$ 415.49	\$ 415.49	\$ 18,489.49	\$ 3,808.71	928,372.45
Expenditures									
4010011 Salaries	335,767.08								335,767.08
4040011 Healthcare Premium	11,161.35								11,161.35
4050011 Trustee Development	133.00								133.00

## Maywood Public Library Statement of Activity by Class

July 2024 - January 2025

	11 Library Fund	91 FICA Fund	92 IMRF Fund	93 Unemploymen t Fund	94 Workers Comp Fund	95 Liability Insurance Fund	96 Audit Fund	TOTAL
4051011 Staff Development	227.00							227.00
4052011 Travel	5.57							5.57
4070011 Membership Dues	2,505.00							2,505.00
4080011 Adult Books	4,599.16							4,599.16
4080012 YS Books	3,313.05							3,313.05
4085011 SWAN Lost Books	441.11							441.11
4090011 Periodicals	2,621.58							2,621.58
4100011 Adult Audio Visual	5,516.12							5,516.12
4100012 YS Audio Visual	2,364.32							2,364.32
4106011 Technology	6,410.11							6,410.11
4130011 Library Supplies	2,464.85							2,464.85
4130013 Tech Services Supplies	56.09							56.09
4130511 Bank Fees	199.68							199.68
4131011 Hospitality	2,271.47							2,271.47
4135011 Printing	147.00							147.00
4140011 Postage	1,985.22							1,985.22
4150011 Telephone	7,090.13							7,090.13
4160011 Publicity	6,024.80							6,024.80
4170011 Professional Services	48,437.25							48,437.25
4205011 Natural Gas	20,583.58							20,583.58
4210011 Databases & E-Resources	5,721.76							5,721.76
4215011 Water	15,831.83							15,831.83
4225011 Electricity	55,802.10							55,802.10
4235011 Garbage	1,309.44							1,309.44
4240011 Maintenance of Equipment	3,215.53							3,215.53
4250011 Contract Maintenance Building	27,706.93							27,706.93
4256011 Janitorial Supplies	2,079.75							2,079.75

## Maywood Public Library Statement of Activity by Class

July 2024 - January 2025

	4	4.1.11					 93	•	4.1471		Liability			
	1	1 Library Fund	91 F	ICA Fund	92 I	MRF Fund	mploymen t Fund	-	1 Workers omp Fund		surance Fund	96 Au	dit Fund	TOTAL
4260011 General Maintenance - Building		21,373.87												21,373.87
4265011 SWAN		12,061.00												12,061.00
4292011 Special Events		6,231.19												6,231.19
4302011 Adult Programming		3,145.87												3,145.87
4302012 YS Programming		3,091.32												3,091.32
4310011 Equipment Purchase		11,150.39												11,150.39
4320011 Legal Fees		5,053.68												5,053.68
6032011 Misc. Grant Expense		-2,746.08												-2,746.08
6033011 DCEO Grant Expense		8,033.36												8,033.36
6034011 Per Capita Grant Expenses		13,613.42												13,613.42
6123011 Vending Machine Expenses		604.25												604.25
9150091 FICA Expenditures				25,026.60										25,026.60
9250092 IMRF Expenses - District						14,940.82								14,940.82
9350093 Unemployment Insurance							358.20							358.20
9450094 Insurance - Workers Comp									2,876.00					2,876.00
9550095 Insurance - Liability											37,853.62			37,853.62
Total Expenditures	\$	657,604.13	\$	25,026.60	\$	14,940.82	\$ 358.20	\$	2,876.00	\$	37,853.62	\$	0.00	738,659.37
Net Operating Revenue	\$	174,096.65	-\$	1,897.41	\$	35,472.48	\$ 57.29	-\$	2,460.51	-\$	19,364.13	\$	3,808.71	189,713.08
Net Revenue	\$	174,096.65	-\$	1,897.41	\$	35,472.48	\$ 57.29	-\$	2,460.51	-\$	19,364.13	\$	3,808.71	189,713.08

Monday, Feb 10, 2025 02:46:37 PM GMT-8 - Accrual Basis

Library Director Report February 2025

Happy February! The first 30 days of being a Library Director were full of evaluation of projects (current and future), staffing & current morale, direct reports & responsibilities, financial standing, and day-to-day operations. While small, these evaluations are important because they allow me to create a functioning foundation for our library.

### **Policies & Procedures:**

Code of Conduct: Our library currently has an outdated code of conduct policy that is not viable with our current year. It is horribly outdated and unclear for staff and patrons. Included in this board packet is a draft of a Code of Conduct that includes Library Responsibility, Patron Responsibility, and Conduct Procedures. This is a starting point for us to discuss.

Law Enforcement & Workplace Raids (ICE): Using resources such as HR Source and ALA, I've drafted a guideline on how to respond to law enforcement and workplace raids.

### **Budget/Finances**

US Bank: On February 13, 2025, I've reached out to our bank to inquire if they have positive pay for both our checks and ACH payments incorporated into our account. Positive pay is another security measure to eliminate potential check washing/fraud when mailing out payments. They were not able to determine it immediately but referred me to our Relationship Account Manager to see. I will be calling on Monday, February 20. I highly recommend we add this security measure to our accounts if we don't have it already.

QuickBooks: As of February 10, 2025, we finally have administrative access to the QuickBooks account. With this, I will be able to create a login for myself and upgrade our current subscription.

*IL Funds:* The current delivery of our statements for Illinois Funds causes a disruption to Doreen's financial reporting. The past 2 months, they've arrived the day before or day of board meetings. The last activity was the submission of the new account holders when I was named Interim. I will be following up to see how to add myself to the account. This process will take some time.

MPLD FY24 Audit: Alfredo Rodriguez, CPA, Partner from Illinois NFP Audit & Tax, has completed and provided a draft of our FY2024 audit. He gave a presentation to the board last month with the findings of, "Firms can receive a rating of pass, pass with deficiency(ies) or fail. IL NFP Audit and Tax LLP has received a peer review rating of

*pass*". Alfredo has now submitted the paperwork to the State after the approval from the Board, and my review of the documents.

### **Facility**

Elevator Modernization Project: The prework for our elevator modernization project has begun. We had Alex, our General Contractor from Colley Elevator, with Timothy P Nicholas, Analise Marie Hernandez and John Erickson from Johnson Control in January. During this meeting, the elevator room, elevator sections, elevator callback system, and SIMPLEX/Fire System were inspected. This month, we've received quotes from Excel Electric and Johnson Control for the work needed that will need to be discussed for approval. Excel Electric quoted us for the electrical work at an amount not exceeding \$22,600 (including time and materials). Johnson Controls quotes the elevator recall work at a total price with sales tax included of \$19,904.64.

The anticipated cost for the electrical work is more than what we anticipated. Originally, we planned for ~\$19k. After discussing it with our construction consultant, Dan Eallonardo, he mentioned a possible cost save; If they reuse the existing disconnect the bill would reflect that cost savings. From the meeting that Excel had with Colley, it seems that they will not be able to determine if the old disconnect can be reused until they demo the old elevator equipment. If the proposal is approved, the library will account for the difference.

Furthermore, we've received 2 sample combinations of the elevator's interior. I've included a scan in this packet and will also be bringing the sample to the meeting to select one. At this time, I was informed that the interior renovation does not include the interior elevator carpet. We will need to replace that with a separate project.

*Water:* On Wednesday, October 31<sup>st</sup>, I met with John from T.P.I. Building Code Consultants, Inc., Venus Meadows, Revenue Manager and AI from the Village of Maywood. After inspecting our water lines, it was determined that we have 2 water meters, about 3-5 feet apart on the same water line. Our attorney was contacted at the request of the board and reached out to the Village of Maywood, specifically to Revenue Manager, Venus Meadows, and Village Manager, Frank Torres.

From our last meeting, the direction was to separate the sprinkler system from the main line. On February 11, 2025, the work was completed! It took a total of 4 hours to conduct the work. During that time, the main water line was shut off, thus the library having a late opening on Tuesday, February 11. The plumbers added a "T" pipe to separate the lines, and the sprinkler system is now running parallel to the main water line. I am including photos for reference.





### **Projects**

Cintas (AED's and Custodial Supplies): In January, I met with Luke Cullinan and Benjamin Miller to begin the process of updating our AEDs and Bathroom Supplies. We now have new AEDs placed on each floor, that have step-by-step instruction on how to work them, and Children Mode on them. Secondly, Cintas has replaced our current manual soap dispensers, hand drying station, and scent boosters to automatic systems on each floor. These are free of charge and are compliant to the contract that the State of Illinois created with them until 2027. We were not charged for the devices, only the supplies that would be needed. The added area scent booster has already begun to alleviate the odor retention that the rotunda currently experiences.

Williams Architects Building Assessment Reminder: The next step in the building assessment to start on is the water infiltration system at the Carnegie Building. The projects that are in the 1-year repair time frame are: the modernization of our elevators and the water infiltration at the original Carnegie Building, causing damage inside of the walls and at the building foundation.

Smart Lockers Reminder: At the original installation date, the weather dropped too low for the vinyl to adhere to the lockers. Thus, the vinyl was removed and left the small portion that did adhere to the side of the lockers. They will be coming back to finish the process when the weather rises above 40 degrees.

### **Grants**

*Per Capita Grant:* Per Capita Grant and Expenditure Reports were due January 30, 2025. Last year's Per Capita grant focused on the increase of our overall collection: library of things, digital and print material, and other accessible material. At our January 15<sup>th</sup> board meeting, I presented the *Serving Our Public Checklist*, a list breaks down the

core standards needed for the Per Capita Grant. Similar to last year, I believe it would be best to continue focusing on increasing our overall collection development, especially after discovering our current statistics compared to other libraries of similar size and budget.

*IL-Tech Grant:* On Monday, February 10, 2025, John and Paul from TechSevant, our IT and Server vendor, met with Marcia and I to plan out the purchasing for the IL-Tech Grant we received last year. This grant's purpose is to allow libraries to improve their current technology to better assist patrons including telephone systems, equipment, and website updates. From this, we've planned to change or horribly outdated phone system, new public laptops and desktops for patrons who need to conduct webinars/zoom meetings, a new firewall with switches, and new public desktops for our electronic library catalog. We also plan to include current software updates and renewals.

#### Staff

The Head of Youth Services position was posted on December 23<sup>rd</sup>, 2024. I began the first rounds of interviews on January 13<sup>th</sup>, 2025. As of today, I did make an offer to an individual and am waiting to hear back from them.

Our Head of Patron Services, Tawnee Calhoun, submitted her resignation letter on January 27, 2025. Mrs. Calhoun will be relocating to a library that is closer to her. We congratulate her on her new position! With that, the Head of Patron and Tech Services was posted on January 28<sup>th</sup>, 2025. I will be interviewing for this position and plan to have it filled in mid-March. Since there has been a high turnover for this position, I am creating a Tech Services Associate position to continue the streamline of our collection development process.

A Maintenance Technician position was posted on January 8th, 2025.

#### **Miscellaneous**

Community and the MPLD: As a library, we've been increasing our community partnerships! This month, Lumity and their pre-apprentices have helped clear off some of the areas in the Carnegie basement floor. They moved all of the toys that were donated to us by Miracle Revival Church and threw out massive pieces of furniture that is no longer useable. Our partnership will continue until April, when they will build our flowerbeds for our library garden.

 $3^{rd}$  Floor Activities: We are having quite a bit of activity/programs on our  $3^{rd}$  floor! Here is what to expect occurring:

- 1. Candidate Forum: February 22 & March 1
- 2. PLCCA Job Fair: March 12
- 3. Early and Election Day Voting: March 17-April 1
- 4. Prom Pop Up Shop: April 7-12

5. Mexican Consulate: June 24-28 & August 26-29

Space Evaluation: I reached out to 3 different space evaluation companies to send us quotes for their services: Williams Architect, Endberg Anderson, and Studio GC. Each ones list their price along with the work that is included.

Summer Reading: This year's Summer Reading Program is, "Level Up at Your Library". I will be ordering apparel for staff and Board.

**Submitted by: Daniela Martinez—Library Director** 

## January 2025 Report – Information Services

#### **General:**

We have opened our new seed library. We're now offering 60 varieties of plants for library patrons to take home.

















#### STEP 1: LOOK THROUGH AND PICK

Find packets of seed that interest you and take them from their drawers. (Limit 1 per variety.)



#### STEP 2: CHECK OUT YOUR PACKETS

Stop by the Information Desk and let the librarians know what seeds you selected. Show them your library card if you have one!



#### **OPTIONAL STEP 3: SAVE AND DONATE**

After you've harvested, bring any seeds you'd like to donate back to the Seed Library to MPLD. This step is optional!



We repurposed an old library card catalog to hold the seeds. It was a collaborative effort that several library personnel participated in including Claire Cambray, Claire Hubbell, Michelle Salamanca, Lakeisha Larry,.... And myself.

Tanya Butler and I collaborated on creating programming to celebrate Black History Month.

We had a remote and an in-person Dungeon's & Dragons Saturday morning session with 5 participants each time.

Our new chess club had two sessions this month. Our session on 1/4 had around 18 people participating, and the 1/18 session had around 13.

Our new weekly Wednesday Yoga program had its first session on 1/29. We had 6 attendees.

We've partnered with Grace K. Muller, PhD, an associate professor at Loyola University Chicago, to hold a series on Pregnancy and its effects on a person's body. The three-part series will begin on February 24<sup>th</sup>.

We have NARCAN training for the public planned in March and April. We are collaborating with the Illinois Extension, who will be providing the training.

We're going to be starting a new Couch to 5K program in March. We're targeting the June Elmwood Fest 5K. We may add a second series after that in June.

On March 11, a representative from Age Options will be here to help seniors sign up for the Illinois Benefits Access program.

PLCCA will be hosting a job fair at the library on March 12 from 10-2. They will be using the 3<sup>rd</sup> floor.

#### **Programs:**

#### JANUARY 2025

Tuesdays & Thursdays @ 1:00 Quilting and Sewing (2,3,2,2,4,3,2,3)

Stop by our regular quilting and sewing group.

#### Fridays @ 10:00 Tech Friday (3)

Sign up for one-on-one tech help. Get help with your smartphone or computer. Contact us to reserve a slot.

#### Saturdays @ 9:00 Resume Relief ()

Visit Maywood Public Library on Saturdays to get personalized resume assistance. 9:00-12:00 & 2:00-5:00. Contact us to reserve a slot.

#### Avoidance Club (3)

Need a little extra help, join our Avoidance Club, where we meet to check things off our to do list that we have been avoiding!

Thursdays @ 4:00

#### Wednesday Evening Yoga (6)

Check out our new weekly yoga event!

January 29 @ 6:00

#### Dungeons & Dragons (5, 5)

Learn how to play D&D, and play in our campaign.

January 11 @ 9:30 Intro to DND (In Person)

January 18 @ 10:00 DND Campaign (Zoom)

#### Chess (18, 12)

January 4 @ 11:00 (18)

January 18 @ 11:00

Drop by for a game of chess in our new chess club.

#### Bingo (5,5)

Stop by for Bingo. Win a prize!

January 7 @ 1:00

January 21 @ 1:00

#### Vision Board Sessions (2)

Not sure what you want your year to look like? Come to one of the vision board sessions we have planned to get an idea of what you'd like to accomplish for 2025!

January 16 @ 6:00

January 18 @ 2:00

#### Crochet Class (5)

Learn the secrets of Crochet from our local expert.

January 8 @ 4:00 (4)

January 22 @ 4:00 (2)

January 29 @ 5:00 (3)

#### Toastmasters (14)

Practice your public speaking with our local Toastmaster's group.

January 13 @ 7:15

#### Soundbath Meditation (13)

Soundbath Meditation returns! Soundbath Meditation is a form of meditation using the ambient sounds and vibrations from crystal singing bowls, Tibetan singing bowls, Tingsha Bells, and other instruments to tap into your deeper self-conscious, creating a sense of calm, peace, and relaxation.

January 14 @ 12:30

#### Family Game Night (5)

Stop in to play some Nintendo Switch games and try out the library's VR Headsets. January 9 @6:00

Cricut Demo (2)

Try out the library's Cricut machine.

January 14 @ 1:00

Adult Craft (8)

Sign up for our adult crafting night!

January 14 @ 1:00

Basic PCs (0)

Learn the Basics of using a Windows PC

January 21 @ 10:30

#### Garden Club (0)

Garden Club will meet once a month throughout the spring to share tips and learn how to start a garden. Whether you have years of gardening experience or have never grown anything before, we would love to have you! We will discuss gardening methods that can be done on balconies or in very small spaces, as well as larger areas. Children are welcome to join too. If you are a gardener who would like to share your expertise, please reach out to us so we can collaborate!

January 22 @ 6:00

#### Book Discussion (0)

Sign up for our MPLD Adult Book Club! We will be reading The Water Dancer by Colson Whitehead this month.

January 23 @ 6:30

Professional Wrestling: History of Royal Rumble (4)

Thirty wrestlers will enter the ring during the Royal Rumble match but only one will go on to get a championship match at Wrestlemania

January 30 @ 5:00

January 2025 Statistics - Information Services Dept.

Wix

Website Visits 2076 Event Registrations 107

My Pc

Center Users 524 Youth Users 305

Copier

Faxing 416 pages Scanning 854 pages
Printing 2494 pages Copies 1012 pages

eRead IL: 23 checkouts

Kanopy 305 visits, 24 plays

Hoopla 6 new users; 237 Checkouts

OverDrive (Libby) 15 new users; 259 checkouts

Social Media

Facebook 1.2k likes, 1.7k followers

Instagram 645 followers

Twitter 121

TikTok 44.3k likes, 1799 followers followers

OCLC 0 checkouts, 4 holds filled

EBSCO: 34 Database Requests

Museum Adventure Pass: 1 passes generated

Explore More Illinois: 0 passes generated

Local History: 3 requests

Reference Questions: We average about 7 questions a day

## Submitted by: John Fruit, Head of Information Services

# Maywood Public Library District Patron and Technical Services Department Report January 2025

#### General

Hello, here is the report for the Patron and Technical Services department for January 2025.

I submitted my resignation as Head of Patron and Technical Services. My last day is on Friday, February 21<sup>st</sup>. Before I leave, I intend to leave the department in a stable and organized place before a new Head of Patron and Technical Services arrives. To that end, I've been training Andrea in how to process and add items to the catalog. I've also been working on the backlog of pre-cats and adding them to the catalog as well.

For patron services, I've been focusing on training activities for new and long-time staff members, including having them complete the SWAN Online Learning interactive circulation trainings. Passport applications have been incredibly busy during January and February so I've also been focusing on that and getting Claire C. and Ayanna trained as passport acceptance agents.

The week after I leave we have another RAILS delivery count of the blue bins. I will prepare staff for how to complete that. There is also the ILLINET report that is due on March 30<sup>th</sup> so I will be working on that before I leave as well.

Finally, there is a backlog of library of things items to be added to the catalog, and I would like to at least be able to add the gardening items that John purchased before I leave.

## **Passports and Notaries**

Claire C. and Ayanna are continuing to work on passport training. I will check in with them to see if they are close to completing it. Samantha is still interested in becoming an agent as well but needs to bring in her birth certificate or passport.

<u>January Passport Stats</u>: **126** passport applications processed (compared to 34 in January 2024, an increase of 270%!). That's an average of 5 passport applications per day that we were open in January. Of course, Saturdays continue to be the busiest day for passports.

#### **Technical Services Statistics**

We added **297** new items to the collection in January 2025. Many of the books added were Spanish language.

- 80 Adult Fiction Books
- 93 Adult Non-Fiction Books

- 69 Juvenile Fiction Books
- 11 Juvenile Non-Fiction Books
- 22 YA Fiction Books
- 9 DVDs
- 13 Magazines

We weeded 10 items to DISCARD from the collection in January 2025.

- 4 were Adult books (2 fiction, 2 non-fiction).
- 6 were Juvenile books (5 fiction, 1 non-fiction).

#### **Patron Services Statistics**

Transactions were down but both visits to the library and new patron applications were up from the previous month and the previous year.

**2,644** patrons visited the Library (37.1% increase from December 2024)

915 transactions (13.4% decrease from January 2024)

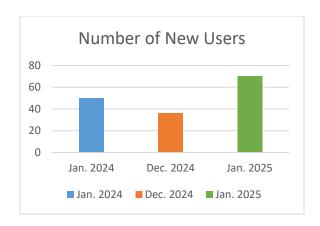
- 777 Books
- 123 Audiovisual (DVDs, video games, audiobooks)
- 15 Equipment/Library of Things

**70** New Patron Cards (40% increase from January 2024)

- 51 new Adult cards
- 7 new Juvenile cards
- 12 new online cards









Submitted by: Tawnee Calhoun, Head of Patron and Technical Services



## Outreach/Technology Department Monthly Report

### January 2025

- We are waiting to hear from Mr. Adam Barney of FrameworkIT about the new phone system demo. Hopefully within the next few weeks, we will have a brand new, updated phone system.
- All cables have been replaced for the two charging stations. All lockers are fully functional.
- I have been working with Ms. Martinez and exploring the various ways to spend the funds for the TechGrant that we received. A few suggestions for the use of the funds include: an upgraded Phone System, new public laptops and desktops, a new firewall with switches, and new public desktops for our electronic library catalog. We also plan to include current software updates and renewals.

#### **Outreach Visits**

There were no outreach visits scheduled for this month. However, in March, I will be attending the Proviso East High School Health Fair. More information will be available about this event soon.

#### **Maywood Public Library District**

## Youth Services Department Report February 2025

#### Overview

A slow start to the New Year, but it did not stop us! Check out the new programs added to the roster. Also, a shout out to the library assistants who have been rocking the displays and programs. New programs will be highlighted.

#### **Programming**

Anime Club and Lego Club have constant members each week.

ACNH Library Island Build was created to get our interior designer to Animal Crossing fanatics to build our library island. This is a great way to engage some collaborate design and teamwork.

Crafty Afternoons ranged from our annual custom art apron to our vision board and more.

Homework Help was a way to engage our youth to complete their homework at the library, with the help of our volunteers.

Jewelry Crew (Tweens and Teens): This club was created to show tweens and teens how to create and design their own jewelry. The participants had fun and were raving about the next project. This meeting was creating bracelets.

*Poetry Club* is centered around crafting our special verses to present at our poetry slam on Wednesday, February 26 at 7:00 PM!

Movie Monday is a wonderful way to enjoy a family movie at the library with some light snacks. During this month, we've had 2 movies showing each month, one that was all ages, and another that was rated PG-13. The intent was to capture the participation of tweens and teens with movies they would be inclined to watch.

Self-Care: Nails places your best self-first this year by learning how to properly take care of your nails with Ms. Lakrista. Ms. Lakrista is a licensed nail technician!

Storytimes continue to have multiple sessions with different ages.

Scavenger Hunt and Trivia Week are both passive programs that allow patrons to explore places in our department that they typically would not venture to, and a chance to learn some unique facts. With every token or trivia question found, they win a sticker or an eraser character.

Mario Kart Monday, Overcooked Wednesday, and Ultimate Saturday were combined to create Couch Co-Op Night! This program allows tweens and teens to play all the games we have on our Nintendo Switch.

Volunteering Hour is a weekly schedule time frame for students or adults to earn community service hours.

Weekenders are programs that continue to promote creativity and curiosity. Our patrons can explore different mediums of art and material, thus allowing them to venture into complex designs.

**Young Chefs** is all about learning the basics of cooking in our cooking club! The first meeting was cancelled due to a staff member being sick.

#### **Community Outreach & Professional Development**

#### 1. Reaching Forward North Conference Committee | Monthly meetings

a. Reaching Forward North is an annual professional development conference for library support staff in central and northern Illinois. With a commitment to providing quality training and information, Reaching Forward North strives to be the premier professional development opportunity in Chicagoland and surrounding areas.

b.

#### **Highlights**



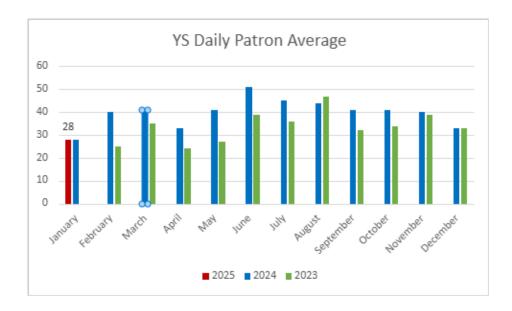






## **Youth Services Department Statistics January 2025**

Program	Date & Time	Attendance	Audience
Anime Club	01/04 @ 2:00 PM	0	Tweens and Teens
ACNH Library Island	01/02 @ 6:00 PM	1	Tweens and Teens
	01/16 @ 6:00 PM	1	Tweens and Teens
	01/30 @ 6:00 PM	1	Tweens and Teens
Crafty Afternoons	01/15 @ 5:00 PM	15	All
	01/22 @ 5:00 PM	12	All
	01/29 @ 5:00 PM	23	All
Couch Co-Op Night	01/13 @ 4:30 PM	3	All
	01/27 @ 4:30 PM	3	All
Homework Help	01/07 @ 5:00 PM	0	Tweens and Teens
	01/14 @ 5:00 PM	0	Tweens and Teens
	01/21 @ 5:00 PM	0	Tweens and Teens
	01/28 @ 5:00 PM	0	Tweens and Teens
Jewelry Crew	01/03 @ 4:00 PM	3	Tweens and Teens
Lego Club	01/18 @ 12:00 PM	9	Kids
Movie Monday	01/06 @ 4:30 PM	4	All
	01/27 @ 5:30 PM	4	Tweens and Teens
Poetry Club	01/07 @ 6:00 PM	0	Tweens and Teens
	01/21 @ 6:00 PM	0	Tweens and Teens
Self Care: Nails	01/28 @ 4:00 PM	5	Tweens and Teens
Storytime	01/06 @ 10:30 AM	6	Kids
	01/14 @ 10:30 AM	4	Kids
	01/18 @ 10:30 AM	Cancelled	Kids
	01/21 @ 10:30 AM	3	Kids
	01/28 @ 10:30 AM	2	All
Volunteering Hours	01/07 @ 5:00 PM	5	Tweens and Teens
	01/14 @ 5:00 PM	5	Tweens and Teens
	01/21 @ 5:00 PM	6	Tweens and Teens
	01/28 @ 5:00 PM	6	Tweens and Teens
Weekenders	01/10-01/11	3	All
Young Chefs	01/18 @ 2:00 PM	Cancelled	All



Submitted by: Daniela Martinez – Library Director







# Proposal Excel Electric Inc.

24 W. Sangmeister Frankfort, IL 60423 (815) 464-5550 Fax (815) 464-5552



Proposal Submitted To:	Phone:	Date:	
Maywood Public Library District	(708) 448-2855	January 17, 2025	
Street:	Job Name:		
121 S. 5 <sup>th</sup> Ave.	Elevator electric		
City, State and Zip Code:			
Maywood, IL 60153	Job Location:		
Date of Plans: N/A	121 S. 5 <sup>th</sup> Ave. Maywood IL, 60153		

#### Excel Electric, Inc submits the following electrical proposal for the above-referenced project.

- Furnish and install new elevator disconnect with necessary contacts (reuse existing disconnect if sized correctly for new elevator)
- Pipe to new equipment and make necessary connections
- Add/relocate convenience outlet in equipment room
- Relocate light switch in pit
- Replace light fixture in pit with 4 foot vapor tight fixture

## Total Cost: Time and Material not to exceed \$22,600.00

#### Items Excluded:

1. Permit/ Review Fees, Temperature Control Site restoration from trenching, Painting, Performance Bond.

Authorized Signature:

Payment to be made as follows: net 30 days All work to be performed in a professional workman like manner. All work to be performed during normal business hours. Any portion of the balance unpaid after (30) thirty days of completion of the job shall be considered delinquent and shall bear interest at the rate of (18%) eighteen percent per month thereafter. In the event of a delinquent Hereunder by purchaser, purchaser agrees to pay attorney's fees and all cost incurred by enforcing this agreement. This proposal is valid for 30 days from date submitted. Please call me if you have any questions or concerns. Upon acceptance of this proposal please sign below and return the original to our office.

#### Justin Pfizenmaier

Note: This proposal may be withdrawn by Excel Electric Inc. if not accepted within 30 days.

Acceptance of Proposal – The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorize to do the work as specified. Payment will be made as outlined above.		
Date of Acceptance:	Signature:	
	Printed Name: _	



#### Johnson Controls Fire Protection LP Quotation

To: Maywood Public Library 121 S 5th Ave MAYWOOD, IL 60153-1307 Project: Maywood Public Library Elevator Modernization - CPO-817596

Johnson Controls Reference: 650817596

Proposal #: 1 Date: 02/17/2025 Page: 1 of 18

Johnson Controls is pleased to offer for your consideration this quotation for the above project

#### Scope of Work

## PRICING IS VALID FOR 30 DAYS FROM THE DATE THE PROPOSAL IS RECEIVED. PRICING WILL BE SUBJECT TO CHANGE FOLLOWING 30 DAYS.

This proposal is based on the RFQ received from Colley Electric for Maywood Public Library.

This proposal is to add elevator modernization fire alarm equipment to the existing 4110ES Simplex panel for the Maywood Public Library located at 121 S 5th Ave Maywood, IL.

This proposal includes (4) relay modules, (1) MR relay module, and (1) monitor module to perform elevator recall for the West Elevator.

This proposal also includes (1) smoke detector to be installed on the 1st floor elevator lobby since the existing smoke detectors by the fire doors is not in the centerline of the elevator which is required per code.

This proposal includes relocating the existing heat detector in the shaft to be within 2 feet of the sprinkler head in the elevator which is required by NFPA code.

This proposal includes a day for technical programming, (1) pretest, and (1) final test for the (1) elevator. No additional phasing or elevators is included in this proposal.

Installation, permit submittal, and submittal drawings are included.

#### TAXES IS NOT INCLUDED



#### NOTES:

- If additional equipment is needed following an AHJ review, then a change order for that material will be issued.
- If equipment will be shipped after 2 months of booking, additional pricing will occur

\_\_\_\_\_\_

**JCI/SG** will provide material listed in this bill of material, for installation performed by electrical contractor. This pricing is presented as a **turnkey job based on verbal request**, with **JCI/SG** performing the material, programming, engineered drawings, submittals, certifications, testing of equipment. The Electrical contractor will provide all conduit, back boxes, cable, cable management, rough in, termination, addressing, and installation of cable and devices. Electrical contractor will also be responsible for provision of CAD, associated with this project, including any fees associated with the CAD files.

This project is bid as a single-phase project. Phasing of the project will require price adjustment for labor hours. **JCI/SG** will provide all peripheral devices shown in this bill of material.

**JCI/SG** technician will verify alarm, trouble, supervisory monitoring of the newly installed monitoring points. Newly installed wiring to be free of opens, shorts, grounds, or faults conditions. **JCI/SG** is not responsible for wiring or device fault conditions found resident on the new system and/or wiring. This project and cost is independent of previous service work that has been performed at the location.

#### **EXCEPTIONS AND/OR CLARIFICATIONS:**

JCI/SG configured the systems per the information provided and to the best of our ability.

Our price is per the material list attached. Additional devices deemed necessary by the AHJ, electrical or owner will result in additional cost.

- [X] Electrical contractor/GC shall provide CAD drawings required for the project.
- [X] Electrical contractor/GC shall submit Tax-Exempt form, specific to project to JCI/SG.
- [X] Electrical contractor/GC shall provide **JCI/SG** with schedule for project.
- [X] Electrical contractor/GC shall provide advance notification for system commissioning, testing and acceptance.

#### THIS PROPOSAL IS BASED UPON ONLY THOSE ITEMS DENOTED BY [X]":

THIS I NOT COME IS BROLD OF ONE I THE
[] Per drawings:
[] Per specifications dated:
[] Information from plans dated:
[] Up to and including addendum:
[] Customer provided bill of material Fire, Security
☐ Specification section:



[] Customer provided bill of material

[X] Verbal request: 8/26/24
[] Value engineering
] Design Build
THIS QUOTATION INCLUDES ONLY THOSE ITEMS DENOTED BY "[X]":
[X] Equipment as listed
[] Tax Included
[] Prevailing Wage
Demolition of existing fire alarm devices
[X] Freight (F.O.B. shipping point)
[] Submittal Drawings
[] PE Sealed Drawings
[] Panel terminations
[X] Technical installation support including programming
[] Permits
[] Inspection Fees
[] Payment/Performance Bonds
[X] 1 functional system certification test
[] 1 100% AHJ test
[X] 1 10% Re-Test
[] Witness Test
[] Operation and maintenance training
[X] Close out documentation
[] Interface to non-SimplexGrinnell provided equipment (HVAC, Elevator, Pre-action)
[X] One year standard warranty

#### THIS QUOTATION DOES NOT INCLUDE THE FOLLOWING:

**Phased Checkout** 

Raceway or standard electric boxes

120vac power

Fire protection switches or gas solenoids

Phone lines

Remote station monitoring contract (available upon request)

Cutting, drilling, patching, fire caulking or painting



Fire watch

Confirming program device labels with owner Weatherproof and conditioned control equipment housing

It is **JCI/SG** understanding that these drawings and specifications represent the work to be accomplished in its entirety and no additional work or materials is expected or required this quote covers direct costs only and we reserve the right to claim for impact and consequential costs.

#### **ADDITIONAL NOTES:**

If JCI/SG is awarded this project:

- 1. E-Mail CAD files to design.chicago@jci.com -- Please include project name & address in subject line.
- 2. For drawing/submittal inquiries/updates, contact Mike Ilukhin at -- Please include project name & address in subject line.
- 3. To schedule a technician, contact Mike Ilukhin at mike.ilukhin@jci.com / (630)-621-7012 or Vicki Berzynski at victoria.berzynski@jci.com / (630)-948-1171 -- Allow a minimum of 2 weeks or more notice prior to desired technician visit. Please include project name & address in subject line.

All work is to be performed during normal **JCI/SG** hours of 7:30am to 4:30pm Monday through Friday with the exception of company sponsored holidays unless specifically noted otherwise.

We reserve the right to correct this quote for errors and omissions.

As stated above, **JCI/SG** will perform the work pursuant to the attached Terms and Conditions. Should the parties fail to execute a mutually agreeable definitive agreement, all work performed by SimplexGrinnell on or related to the above captioned project (with the exception of any monitoring services anticipated, which will only be performed pursuant to the unaltered terms and conditions of **JCI/SG's** standard Monitoring Agreement) will be performed pursuant to the attached Terms and Conditions.

Please indicate your approval of this quotation by signing the last page and returning to my attention as noted below.

Thank you for your consideration.

Analise Hernandez / Life Safety Sales Rep II, Electronic +1 (773)-294-3045 analise.marie.hernandez@jci.com



3007 Malmo Dr. Arlington Heights, IL 60005



Johnson Controls Reference: 650817596

Proposal #: 1 Date: 02/17/2025 Page: 6 of 18

#### **ELEVATOR RECALL**

QTY	MODEL NUMBER	DESCRIPTION
1	4090-9001	SUPERVISED IAM
4	4090-9002	RELAY IAM
4	4090-9802	COVER-ADDRESS MODULE SURFACE
1	2088-9008	RELAY, SPDT W/LED
1	YJ1283	SINGLE GANG IAM BRACKET
1	4098-9714	PHOTO SENSOR
1	4098-9792	SENSOR BASE

#### **SUB LABOR**

ESCRIPTION

DPSUB SUBCONTRACTING LABOR

#### **INTERNAL LABOR**

QTY	MODEL NUMBER	DESCRIPTION
	DSGN LAB	DESIGN LABOR
	CAD LAB	CAD LABOR
	PM LAB	PROJECT/CONSTRUCTION MGMT
	TECH LAB	TECHNICAL LABOR

#### **PERMIT FEES**

QTY	MODEL NUMBER	DESCRIPTION
	DPSVC	PERMIT FEES

#### Total net selling price, FOB shipping point, \$19,836.00

Johnson Controls has **not** included an estimate for all state and local sales tax for this quote based on the understanding that a valid exemption and/or resale certificate is received by Johnson Controls from Purchaser. Otherwise, actual sales tax due will be calculated and billed

## **Payment Options:**

Johnson Controls Capital Funding Solutions



Johnson Controls Reference: 650817596

Proposal #: 1 Date: 02/17/2025 Page: 7 of 18

Offering flexible solutions for your business needs! Allows for payment over time for products and installation costs with no down payment requirement. We offer a fast turnaround time with a simple web-based application and closing process.

For more information on JC Capital funding solutions, please forward this proposal along with any questions to your sales representative.



Johnson Controls Reference: 650817596

Proposal #: 1 Date: 02/17/2025 Page: 8 of 18

#### IMPORTANT NOTICE TO CUSTOMER

This Agreement is contingent on credit approval, which may be checked at JCl's discretion and requires final approval of a JCl authorized manager before any equipment/ services may be provided. Should credit and/or approval be declined, this Agreement will be terminated and JCl's only obligation to customer will be to notify Customer of such termination and refund any amounts paid in advance.

For Customers located in Canada, this Fire Domain Sale and Installation Agreement has been drawn up and executed in English at the request of and with the full concurrence of Customer. Ce contrat a été rédigé en anglais à la demande et avec l'assentiment du client.

#### **CUSTOMER ACCEPTANCE:**

In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Proposal and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes requested by Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized by the parties in writing. ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.

Customer agrees to pay Johnson Controls pursuant to the progress-based billing schedule of values set forth below. If the schedule of values includes an upfront deposit, it will be paid within 30 days of contract signing and Johnson Controls will not commence work until the upfront deposit is received. Customer agrees to pay for materials, goods, and equipment (ordered, delivered, or stored) pursuant to the schedule of values, prior to installation commencement. The remaining portion of the total price will be progress billed through completion of the work. Johnson Controls progress based billing can also include any services performed on-site or off-site. All invoices will be delivered via Email(), paid via Electronic Funds Transfer and are due PWP (Pay When Paid) from the date of invoice. Electronic Funds Transfer details will be provided upon contract execution. The proposed total price is contingent upon Customer agreeing to these payment and invoicing terms.

Planned Monthly Progress Billing Schedule of Values		
Item #	Description	%
1	Deposit	0%
2	Mobilization	10%
3	Engineering	TBD*
4	Material	TBD*
5	Installation	TBD*
6	Commissioning	TBD*

\*To be mutually agreed upon in writing at a later date



Johnson Controls Reference: 650817596

Proposal #: 1 Date: 02/17/2025 Page: 9 of 18

This offer shall be void if not accep	ted in writing within thirty (30) days from the date first set forth above.
To ensure that JCI is compliant with yo	our company's billing requirements, please provide the following information:
PO is required to facilitate billing:	NO: This signed contract satisfies requirement
	YES: Please reference this PO Number:
Deposit Invoice accepted (	<u>%):</u>
No	Yes



Johnson Controls Reference: 650817596

Proposal #: 1 Date: 02/17/2025 Page: 10 of 18

Offered By:	Accepted By: (Customer)
Johnson Controls Fire Protection LP	Company:
91 N Mitchell Court	Address:
	Signature:
Addison , IL 60101	Title:
Telephone:	Date:
Representative:	
Email: analise.marie.hernandez@jci.com	



Johnson Controls Reference: 650817596

Proposal #: 1 Date: 02/17/2025 Page: 11 of 18

### TERMS AND CONDITIONS

(Rev. 12.12.24)
1. Deposit, Invoicing and Payments. Customer agrees to pay Company pursuant to the progress-based billing schedule of values set forth in Company's proposal. If the schedule of values includes an upfront deposit, it will be paid within 30 days of contract signing and Company will not commence work until the upfront deposit is received. Customer agrees to pay for materials, goods, and equipment (ordered, delivered, or stored) pursuant to the schedule of values, prior to installation commencement. The remaining portion of the total price will be progress billed through completion of the work. Company progress-based billing can also include any services performed on-site or off-site. Invoicing disputes must be identified in writing within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. All invoices will be delivered via Email, paid via Electronic Funds Transfer and are due PWP (Pay When Paid) days from the date of invoice. Electronic Funds Transfer details will be provided upon contract execution. The proposed total price is contingent on Customer agreeing to these payment and invoicing terms. In exchange for close-out documents to be provided by Company, Customer agrees to pay Company the remaining project balance when on-site labor is completed and prior to any final inspections. Customers without established satisfactory credit and Customers who fail to pay amounts when due may be required to make payments of cash in advance, upon delivery or as otherwise specified by Company. Company reserves the right to revoke or modify Customer's credit in its sole discretion. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and that Customer's failure to make payment when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to Company and will give Company, without prejudice to any other right or remedy, the right to, without notice: (i)

collect such past due amount. Company's election to continue providing future services does not, in any way diminish Company's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. Company shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring services or the Company otherwise performs services at the premises following suspension, those services shall be governed

suspend, discontinue or terminate performing any

services and/or withhold further deliveries of equipment

and other materials, terminate or suspend any unpaid

obligations under or terminate this Agreement; (ii)

charge Customer interest on the amounts unpaid at a

rate equal to the lesser of one and one half (1.5) percent

per month or the maximum rate permitted under

applicable law, until payment is made in full; and iii) pay

all of JCI's costs of collection, including (1) actual out of

pocket expenses and (2) charge Customer a collection

fee of twenty-five percent (25%) of the past due amount

if collected through a collection agency or attorney and thirty-five percent (35%) if litigation is commenced to

software licenses, and/or suspend

by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or Company's efforts to collect payment, Customer shall immediately notify Company in writing and explain the basis of the dispute. Customer agrees to pay all of Company's reasonable collection costs, including legal fees and expenses.

2. Pricing. The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work ("Equipment" and "Services"). If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. If this Agreement extends beyond one year, Company may increase prices upon notice to the Customer.

Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Prices do not include taxes, fees, duties, tariffs, false alarm assessments, permits and levies or other charges imposed and/or enacted by a government, however designated or imposed (collectively, "Taxes"). All Taxes are the responsibility of Customer, unless Customer presents an exemption certificate acceptable to Company and the applicable taxing authorities. If Company is required to pay any such Taxes or other charges, Customer shall reimburse Company on demand. If any such exemption certificate is invalid, then Customer will immediately pay Company the amount of the Taxes, plus penalties and interest. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Prices may be adjusted by Company prior to shipment to take into account increases in the cost of raw materials, component parts, third party products or labor rates or taxes; Trade Restrictions (as defined below); government actions; or to cover any unforeseen or other extra cost elements. "Trade Restrictions" means any additional or new tariff/duty, quota, tariff-rate quota, or cost associated with the withdrawal of tariff/duty concessions pursuant to a trade agreement(s).

This Agreement is entered into with the understanding that the services to be provided by Company are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to the services to be provided by Company, Company reserves the right to issue a modification or change order to adjust the wage rates to the required prevailing wage rate. Customer agrees to pay for the applicable prevailing wage rates.

**3. Alarm Monitoring Services.** Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

**4. Code Compliance.** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g., Fire Marshal) may establish additional requirements for compliance with federal, state/provincial, and local codes. Any additional services or

Company's



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equipment required will be provided at an additional cost to Customer.

5. Limitation of Liability; Limitations of Remedy. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage shall be obtained by the Customer and that amounts payable to company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company to be calculated with reference to payments made at the time the loss is sustained. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. In no event shall Company be liable for any damage, loss, injury, or any other claim arising from any servicing, alterations, modifications, changes, or movements of the Covered System(s) or any of its component parts by Customer or any third party. To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

**6. Reciprocal Waiver of Claims (SAFETY Act).** Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

7. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. – 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)"). The Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. Unless otherwise specified in this Agreement, any inspection (and, if specified, testing) provided under this Agreement does not include any maintenance, repairs, alterations, replacement of parts, or any field adjustments whatsoever, nor does it include the correction of any deficiencies identified by Company to Customer. Company shall not be responsible for equipment failure occurring while Company is in the process of following its inspection techniques, where the failure also results from the age or obsolescence of the item or due to normal wear and tear. This Agreement does not cover systems, equipment, components or PARTS THAT are below grade, behind walls or other obstructions or exterior to the building, electrical wiring,

8. Customer Responsibilities. Customer shall furnish all necessary facilities for performance of its work by Company, adequate space for storage and handling of materials, light, water, heat, heat tracing, electrical service, local telephone, watchman, and crane and elevator service and necessary permits. Where wet pipe system is installed, Customer shall supply and maintain sufficient heat to prevent freezing of the system. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are



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recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. Customer shall further:

- supply required schematics and drawings unless they are to be supplied by Company in accordance with this Agreement;
- Provide a safe work environment, in the event of an emergency or Covered System(s) failure, take reasonable safety precautions to protect against personal injury, death, and property damage, continue such measures until the Covered System(s) are operational, and notify Company as soon as possible under the circumstances.
- Provide Company access to any system(s) to be serviced,
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this Agreement.

Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Company secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

**9. Excavation.** In the event the Work includes excavation, Customer shall pay, as an extra to the contract price, the cost of any additional work performed by Company dues to water, quicksand, rock or other unforeseen condition or obstruction encountered or shoring required.

10.Structure and Site Conditions. While employees of Company will exercise reasonable care in this respect, Company shall be under not responsibility for loss or damage due to the character, condition or use of foundations, walls, or other structures not erected by Company or resulting from the excavation in proximity thereto, or for damage resulting from concealed piping, wiring, fixtures, or other equipment or condition of water pressure. All shoring or protection of foundation, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of Customer. Customer shall have all things in readiness for installation including, without limitation, structure to support the sprinkler system and related equipment (including tanks), other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event Customer fails to have all things in readiness at the time scheduled for receipt of materials, Customer shall reimburse Company for all expenses caused by such failure. Failure to make areas available to Company during performance in accordance with schedules that are the basis for Company's proposal shall be considered a failure to have things in readiness in accordance with the terms of this Agreement.

11. Confined Space. If access to confined space by Company is required for the performance of Services,

Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

- **12. Hazardous Materials.** Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:
- Space in which work must be performed that, because of its construction, location, contents or work activity therein, accumulation of a hazardous gas, vapor, dust or fume or the creation of an oxygendeficient atmosphere may occur,
- "permit confined space," as defined by OSHA for work performed by Company in the United States,
- · risk of infectious disease,
- need for air monitoring, respiratory protection, or other medical risk,
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions". Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and remobilization expenses as determined by Company. This Agreement does not provide for the cost of testing involving a discharge or release, capture, containment, transport, removal, or disposal (collectively, the "Discharge Services") of any hazardous waste materials, hazardous materials, or firefighting materials including without limitation firefighting foam encountered in and/or discharged from any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Customer shall be responsible for any Discharge Services associated with such materials, including all discharged firefighting foam in accordance with all applicable law. Company shall not be responsible for the testing, removal or disposal of such hazardous materials. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the use of or any Discharge Services associated with any hazardous waste, hazardous materials, or firefighting materials including without limitation firefighting foam encountered or discharged from any of the Covered System(s) and/or during performance of the Services.

13. Occupational Health and Safety/OSHA Compliance. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the enforcement of applicable laws regarding occupational health and safety for work performed in



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Canada or the Occupational Safety Health Act for work performed by Company in the United States. (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Company.

- **14. Interferences.** Customer shall be responsible to coordinate the work of other trades (including but not limited to ducting, piping, and electrical) and for and additional costs incurred by Company arising out of interferences to Company's work caused by other trades.
- **15. Modifications and Substitutions.** Company reserves the right to modify materials, including substituting materials of later design, providing that such modifications or substitutions will not materially affect the performance of the Covered System(s).
- **16.** Changes, Alterations, Additions. Changes, alterations and additions to the Scope of Work, plans, specifications or construction schedule shall be invalid unless approved in writing by Company. Should changes be approved by Company, that increase or decrease the cost of the work to Company, the parties shall agree, in writing, to the change in price prior to performance of any work. However, if no agreement is reached prior to the time for performance of said work, and Company elects to perform said work so as to avoid delays, then Company's estimate as to the value of said work shall be deemed accepted by Customer. addition, Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness or inaccuracy of plans or other information submitted by Customer with respect to the location, type of occupancy, or other details of the work to be performed. In the event the layout of Customer's facilities has been altered, or is altered by Customer prior to the completion of the Work, Customer shall advise Company, and prices, delivery and completion dates shall be changed by Company as may be
- 17. Commodities Availability. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.
- **18. Project Claims.** Any claim of failure to perform against Company arising hereunder shall be deemed waived unless received by Company, in writing specifically setting forth the basis for such claim, within ten (10) days after such claims arises.
- 19. Back charges. No charges shall be levied against Company unless seventy-two (72) hours prior written notice is given to Company to correct any alleged deficiencies which are alleged to necessitate such charges and unless such alleged deficiencies are solely and directly caused by Company.

- 20. System Equipment. The purchase of equipment or peripheral devices (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.
- 21. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.
- 22. Limited Warranty. Subject to the limitations below, Company warrants any equipment (as distinguished from the Software) installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first beneficial use or all or any part of the Covered System(s) or 18 months after Equipment shipments, whichever is earlier, provided however, that Company's sole liability, and Customer's sole remedy, under this limited warranty shall be limited to the repair or replacement of the Equipment or any part thereof, which Company determines is defective, at Company's sole option and subject to the availability of service personnel and parts, as determined by Company. Company warrants expendable items, including, but not limited to, video and print heads, television camera tubes, video monitor displays tubes, batteries and certain other products in accordance with the applicable manufacturer's warranty. Company does not warrant devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers. Company warrants that any Company software described in this Agreement, as well as software contained in or sold as part of any Equipment described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Customer agrees and acknowledges that the software may have inherent defects because of its complexity. Company's sole obligation with respect to software, and



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Customer's sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period. If Repair Services are included in this Agreement, Company warrants that its workmanship and material for repairs made pursuant to this Agreement will be free from defects for a period of ninety (90) days from the date of furnishing.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.

Warranty service will be performed during Company's normal working hours. If Customer requests warranty service at other than normal working hours, service will be performed at Company's then current rates for after ours services. All repairs or adjustments that are or may become necessary shall be performed by and authorized representative of Company. Any repairs, adjustments or interconnections performed by Customer or any third party shall void all warranties. Company makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID-19. Unless agreed to in writing by the parties, any technical support, assistance, or advice ("Technical Support") provided by Company, such as suggestions as to design use and suitability of the products for the customer's application, is provided in good faith, but Customer acknowledges and agrees that Company is not the designer, engineer, or installer of record. Any Technical Support is provided for informational purposes only and shall not be construed as a representation or warranty, express or implied, concerning the proper selection, use, and/or application of products. Customer assumes exclusive responsibility for determining if the equipment and products supplied by Company are suitable for its intended application and all risk and liability, whether based in contract, tort or otherwise, in connection with its application and use of the products.

23 . Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or

otherwise. Company reserves the right to select counsel to represent it in any such action.

**24. Insurance**. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

25. Termination. Any termination under the terms of this Agreement shall be made in writing. In the event Customer terminates this Agreement prior to completion for any reason not arising solely from Company's performance or failure to perform, Customer understands and agrees that Company will incur costs of administration and preparation that are difficult to estimate or determine. Accordingly, should Customer terminate this Agreement as described above, Customer agrees to pay all charges incurred for products and equipment installed and services performed, and in addition pay an amount equal to twenty (20%) percent of the price of products and equipment not yet delivered and Services not yet performed, return all products and equipment delivered and pay a restocking fee of twenty (20%) percent the price of products or equipment returned. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company's performance of its obligations becomes impracticable due to obsolescence or unavailability of systems, equipment, or products (including component parts and/or materials) or because the Company or its supplier(s) has discontinued the manufacture or the sale of the equipment and/or products or is no longer in the business of providing the Services, Company may terminate this Agreement, or the affected portions, at its sole discretion upon notice to Customer. Company may terminate this Agreement, or the affected portions, at its sole discretion upon notice to the Customer if Company's performance of its obligations are prohibited because of changes in applicable laws, regulations or codes

26. Default. An Event of Default shall be (a) failure of Customer to pay any amount when due and payable, (b) abuse of the System or the Equipment, (c) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies: (i) discontinue furnishing Services and delivering Equipment, (ii)) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable; (iii) receive immediate possession of any Equipment for which Customer has not paid; (iv) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and (v) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

27. Exclusions. Unless expressly included in the Scope of Work, this Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; replacement of batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; system upgrades and the replacement of obsolete systems, equipment,



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components or parts; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). Repair Services provided pursuant to this Agreement do not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

**28. No Option to Solicit.** Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment, for a period of

two years after termination of this Agreement. 29. Force Majeure; Delays. Company shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Company to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. "Force Majeure Event" is a condition or event that is beyond the reasonable control of Company, whether foreseeable or unforeseeable, including, limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Company. If Company's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Company shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Company is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Company will be entitled to extend the relevant completion date by the amount of time that Company was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly

increases Company's cost to perform the services, Customer is obligated to reimburse Company for such increased costs, including, without limitation, costs incurred by Company for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees, compliance with vaccination requirements, or other costs and expenses incurred by Company in connection with the Force Majeure Event.

30. One-Year Claims Limitation; Forum; Choice of Law.Company shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. For Customers located in the United States, the laws of Delaware shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Milwaukee, Wisconsin. For customers located in Canada, this agreement shall be governed by and be construed in accordance with the laws of Ontario, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Ontario, Canada. The parties waive any objection to the exclusive jurisdiction of the specified forums, including any objection based on forum non conveniens. In the event the matter is submitted to a court, Company and Customer hereby agree to waive their right to trial by jury. In the event the matter is submitted to arbitration by Company, the costs of arbitration shall be borne equally by the parties, and the arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. Except as provided below, no claim or cause of action, whether known or unknown, shall be brought by either party against the other more than one year after the claim first arose. Claims not subject to the one-year limitation include claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies. Customer will pay all of Company's reasonable collection costs (including legal fees and expenses).

**31. Assignment.** This Agreement is not assignable by the Customer except upon written consent of Company first being obtained. Company shall have the right to assign this Agreement, in whole or in part, or to subcontract any of its obligations under this Agreement without notice to Customer.

32. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement) to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

**33. Severability.** If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this



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Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

34. Legal Fees. Company shall be entitled to recover

**34. Legal Fees.** Company shall be entitled to recover from the customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

35. Software and Digital Services.

Digital Enabled Services. Data. If Company provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to Company's cloud-hosted software applications. Customer consents to and grants Company the right to collect, transfer, ingest and use such data to enable Company and its affiliates and agents to provide, maintain, protect, develop and improve the Digital Enabled Services and Company products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance. Customer shall be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network"), shall appropriately protect hardware and products connected to the Network and will supply Company secure Network access for providing its Digital Enabled Services. As used herein, "Digital Enabled Services" mean services provided hereunder that employ Company software and related equipment installed at Customer facilities and Company cloudhosted software offerings and tools to improve, develop, and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote servicing and inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting. If Customer accesses and uses Software that is used to provide the Digital Enabled Services, the Software Terms (defined below) will govern such access and use.

Digital Solutions. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Company's standard terms for such Software and Software related professional services in effect from time to time at www.johnsoncontrols.com/techterms (collectively, the "Software Terms"). Specifically, the Company General EULA set forth at <a href="https://www.johnsoncontrols.com/buildings/legal/digital/generaleula">www.johnsoncontrols.com/buildings/legal/digital/generaleula</a> governs access to and use of software installed on Customer's premises or systems and the Company Terms of Service set forth at <a href="https://www.johnsoncontrols.com/buildings/legal/digital/generaltos">www.johnsoncontrols.com/buildings/legal/digital/generaltos</a>

govern access to and use of hosted software products. The applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Company and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern

with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

Notwithstanding any other provisions of this Agreement and unless otherwise agreed to by the parties in writing, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted herein. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Company's thenapplicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement will be subject to additional fees based on the date such excess use began.

**36. Electronic Media.** Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. Company may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or demonstrated its intent to be bound whether by electronic signature or otherwise.

**37. Lien Legislation.** Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the lien legislation applicable to the location where the work will be performed, and, in the event of conflict, the applicable lien legislation shall prevail.

**38.** Privacy. Company as <u>Processor</u>: Where Company factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa ("DPA") shall apply. Company as Controller : Company will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with Company's Privacy https://www.johnsoncontrols.com/privacy Notice at Customer acknowledges Company's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Company is mandatorily required from Customer's



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personnel under applicable law, Customer warrants and represents that it has obtained such consent.

**39. FAR.** Company supplies "commercial items" within the meaning of the Federal Acquisition Regulations (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. Government contract, Company will comply only with those mandatory flow-downs for commercial item and commercial services subcontracts listed either at FAR 52.244-6, or 52.212-5(e)(1), as applicable.

FAR 52.244-6, or 52.212-5(e)(1), as applicable.

40. LICENSE INFORMATION (US SECURITY SYSTEM CUSTOMERS): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, Pmb 392, Montgomery, Alabama 36116 (334) 264-9388: AR Regulated by: Arkansas Board of Private Investigators And Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501) 618-8600: CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, 78752-4422, 512-424-7710.License numbers available at www.johnsoncontrols.com or contact your local Johnson Controls office.

#### IMPORTANT NOTICE TO CUSTOMER

This Agreement is contingent on credit approval, which may be checked at JCI's discretion and requires final approval of a JCI authorized manager before any equipment/services may be provided. Should credit and/or approval be declined, this Agreement will be terminated and JCI's only obligation to customer will be to notify Customer of such termination and refund any amounts paid in advance. In accepting this Proposal, Customer agrees to the terms and conditions contained herein and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by Customer and such changes shall be authorized in writing. ATTENTION IS DIRECTED TO LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS ON THE PRECEDING PAGES. This proposal shall be void if not accepted in writing within 30 days from the date of the Proposal.

For Customers located in Canada, this Fire Domain Sale and Installation Agreement has been drawn up and executed in English at the request of and with the full concurrence of Customer. Ce contrat a été rédigé en anglais à la demande et avec l'assentiment du client.



223 West Jackson Boulevard Suite 1200 Chicago, II, 60606

Chicago, IL 60606 Phone: (312) 253-3400

#### Architectural Services Proposal

Date: February 10, 2025

To: Ms. Daniela Martinez, Library Director

Maywood Public Library District 121 S. 5<sup>th</sup> Ave. Maywood, IL 60153

From: Studio GC, Inc.

Re: Space Assessment Study

Dear Ms. Martinez,

Studio GC is pleased to present this proposal for a space assessment for the Maywood Public Library District.

#### Scope of Architectural Services:

#### Task 1: Data Gathering

- The initial step will be developing a three-dimensional building information model of the library. A series of diagrams will show existing public service points, departmental allocations, site elements such as parking and traffic flow, and security diagrams.
- To build the library's profile, our team will complete a deep analysis of the facility to gain a strategic understanding of the people that use the library, the people that work within its walls and how the library currently serves its community successfully and where improvements are required. The following are a list of metrics that are recommended to be included in the analysis.
  - Patrons Metrics: The size of the community served by the library (both in land area and population), population projection, the number of library card holders, the demographic makeup of the community, daily door count, daily usage of public computers, daily reservations for meeting/collaboration spaces, attendance of in-person/virtual programs, their propensity to use available self services, their usage of available special/unique services/collections.
  - o Staff Metrics: The size of the staff that work within the facility, hours of operation, the number of full time versus part-time, the number of librarians, the breakdown of staff by department, the number of multilingual staff, the languages spoken, staff with specialized training, staff assigned to special collections, and breakdown of years of service at the library.



- Collection Metrics: The size of the collection, the breakdown by category, the percent of each category in circulation, the percent of each category that has not circulated in the last 5 years, the current lost/theft rate by collection, the planned growth/development of each collection, the arrangement/presentation of materials by category, availability and characteristics of foreign language collection, availability and characteristics of digital collections, availability and characteristics of a "library of things" collection, availability and characteristics of special research, local history, genealogy, and archival collections.
- o Facility Metrics: The size of the library, the number of floors, the availability and characteristics of vehicle parking, the connection to public transportation, the allocation of public space versus staff space, the allocation of space by department, the number of service points, availability and characteristics of public computing, availability and characteristics of large/medium/small meeting/study/collaboration spaces, availability and characteristics of specialty spaces: reading room, maker space, sound lab, podcast room, film lab, availability and characteristics of patron seating, availability and characteristics of drive up services, and characteristics of sustainable features.
- design spaces/elements: accessible entrance, elevator, accessible service points, collection arrangement, equal self service elements, gender neutral restrooms, family restrooms, adult changing restrooms, showers, mothers' room, sensory room, visual impaired wayfinding, hearing impaired assistance, available mobility assistance (provided by the library).
- o Each metric point will establish current operations and resultant needs.
- Staff Input Sessions: The team will meet and participate in a facility tour with the key personnel of each department/facility to understand their perceived needs, recommended resolutions, and operational goals and objectives. It is anticipated that an initial meeting will be held with each set of personnel, and a final meeting will be held to report and confirm the findings. If requested, Studio GC will develop and distribute a staff survey to gather insight and facilitate input.
- Summary: A summary of identified needs and deficiencies will be reviewed with the staff. This summary will be the foundation for the following steps to determine the best implementation options to resolve deficiencies and meet needs.

#### Task 2: Analysis, Collaboration, Optioning

 Based on the recommended metrics to be studied, the team will gain a thorough understanding of the usability and functional performance of the building. During



the collection process, special consideration will be given to space utilization. Any space that has a single purpose and is only used for a small portion of the day will be noted in the facility report. The team will work with Library leadership to prepare a comparative analysis of the data profile versus the library's operational goals and objectives.

- As the departmental groups are engaged, the identification of common themes or
  points of attention for each department will be documented. Three metrics that will
  be used in categorization of spaces are offered for consideration.
  - Space Usage: Periodically Active, Consistently Active, Constantly Active & Inactive
  - Space Collection Status: Emerging, Established & Growing, Established & Steady, Established & Retracting, Obsolete.
  - Level of Attention: Targeted Improvements, Strategic Renovation, Complete Renovation, Strategic Renovation & Expansion, Complete Renovation & Expansion, Repurpose, Relocate.
- Analysis of the facility operation findings versus the MPLD's stated mission, vision, and strategic plan objectives will measure performance against stated goals.
- Strategic planning session(s) with Maywood Public Library District leadership will be conducted to create options for the facility. The outcome of the session(s) will result in executable scenarios for how the library responds to service level, departmental workflow, inter-departmental interaction, and functional spatial needs.
- The team will prepare preliminary project cost estimates for the scenarios presented. The costs will be broken down by potential construction costs, professional services, furniture and equipment, and miscellaneous soft costs.

#### Task 3: Final Report:

- A final report will be prepared that shall include the exhibits and findings of each task. The report will also include the options presented and cost estimates with a recommended direction. This direction will be based on data gathered during each task and with staff collaboration and input.
- Cost estimates of all options presented.
- Presentation of the findings to key stakeholders as well as the Board.

#### Deliverables

Draft and Final Reports including but not limited to:

Existing floor plans annotated by use and square footage.



- Existing site plan identifying adjacencies, roadways, parking lots, and support space.
- Space profile documentation (Task 1).
- Space and adjacency diagrams.
- Input session summary (Task 1).
- Space analysis documentation (Task 2).
- Concept space and adjacency diagrams.
- Concept design floor plan options.
- All associated cost estimates for options and associated recommended work.
- Final report with a summary of findings, previous documentation, meeting minutes, detailed space requirements, identified deficiencies, and schematic layouts with itemized space areas and associated estimates developed to meet the identified needs.

#### Compensation

Studio GC will provide the services outlined above as a lump sum fee of \$8,500.00.

Billing will be made monthly for work performed during the previous month. Bills will be prepared on a percentage basis of the basic service fee. The percentage billed will correlate with the estimated completion level of the scope of work at time of billing.

Reimbursable (printing) will be invoiced at 1.10 times the actual cost.

#### Schedule

Our team is excited to assist on this space assessment and can proceed with this assignment upon authorization to do so.

If this proposal is acceptable, please sign a copy and forward one fully executed original of this document to our office. Retain the other copy for your contract file. If you wish to discuss the proposal in more detail, we are happy to do so at your convenience.

Thank you for considering Studio GC as your partner in creating a better library. We look forward to the opportunity to work with you to provide the best possible library services to the patrons of the Maywood Public Library District.

OWNER: STUDIO GC: TITLE: Darren Schretter, Principal

DATE: DATE: February 3, 2025

Cc: Vicki Luczynski, StudioGC



February 10, 2025

# AGREEMENT FOR FACILITY IMPROVEMENT PLAN (FIP) MAYWOOD PUBLIC LIBRARY

This scope is different from a STRATEGIC FACILITY PLAN (SFP) or a CAPITAL REPAIR PLAN / FACILITY CONDITION PLAN (SFP/FCA). It is intended to focus on improvements to space in support of greater functionality and aesthetic upgrades. SFP is for a broader evaluation of service needs while the CRP/FCA is focused on repairing or replacing building systems as they age beyond their effective useful life.

between

Maywood Public Library 121 South 5<sup>th</sup> Avenue Maywood, Illinois 60153 and
Engberg Anderson, Inc.
8618 West Catalpa Avenue, Suite 1116
Chicago, Illinois 60656

c/o: Daniela Martinez, Library Director

Engberg Anderson Project No. 253842

EA File Name: \Ea-Chi-Nas.Eadp.Com\Chicago-FS\PROJECTS\2025 3821\253842 Maywood PL FIP\0-BD & Marketing\Proposal\Agreement For Facility Improvement Plan.Docx

Dear Daniela,

Engberg Anderson is pleased to submit this proposal for conceptual planning services. While this proposal is based on our current understanding of the project, we recognize that each Facility Improvement Plan is different and crafted from an evolving process that reflects the needs of the individual library. We ask that you review the scope, schedule and fee proposed and identify any concerns or questions in this regard.

#### **PROJECT UNDERSTANDING**

The Library has identified a need to undertake a rigorous, multi-step planning process to identify, explore, and quantify potential improvements to the facility to keep it in tune with contemporary service needs, community expectations, and operational effectiveness. The process will look at

- Evaluate the overall organization of public and staff spaces, specific spaces attributes and performance capabilities, more effective use of existing spaces;
- Provide more specific furniture types, arrangements and counts, and possible upgrades, collection capacities for the third floor, portions of the first floor and meeting room spaces in the original building; and
- Develop models of potential costs as an aid in budgeting.

This will include analysis of code considerations associated with reconfiguring the spaces as proposed. Some physical modifications of the spaces may be needed but the majority of the improvements are envisioned to be furniture focused. Further, the Facility Improvement Plan will look at defining a multiple-step implementation strategy intended to nest the improvements within the Library's available funding resources.

#### **METHODOLOGY**

Engberg Anderson proposes to meet this need by working with the Library to complete a multi-step process leading to a Facility Improvement Plan. Based on the project understanding we propose a series of several onsite workshops. The workshops are envisioned to include sessions with the Library's management team, key staff, and trustees as appropriate to the stage of the project.

Public engagement can be incorporated at key points in the process to set the stage, gather insights into needs and expectations, solicit feedback on various options, and build awareness and support. Within this framework, we will complete the following components of the overall master plan:

#### Part 1 Programming: Quantifying the Components of the Space Audit

We will conduct a series of discussions with the management team to further the list of issues included above.

The goal of this activity is to define community specific service-based space typologies, sizes & quantities Utilizing the results of the Investigations portion of the study, we will formulate a series of space typologies and sizes to support various parallel, sequential and independent or dedicated use patterns that fit the library's current service model and evolution as the needs of the community change. This will involve discussion of broad trends as well as the local experience with each. Our approach is to acknowledge the relationship of space to patrons:



We will use the Library's previous planning studies, Strategic Plan, and understanding of the community to formulate a list of public and staff spaces to support the Library in meeting its mission. Our typical Program of Spaces defines library space use in seven major space categories:

- 1. Arrival | Enter, Orient, Greet, Exhibit.
- 2. Places to Gather | Multi-purpose, large group, flexible, connected.
- 3. Places to Get Things | Showplace for curated collections of various materials and objects
- 4. Places to Do Things | Individual and small or medium group spaces for hands-on learning, social learning, innovation, content creation, incubation.
- **5.** Special Spaces | Community specific spaces for the needs of your community. Literacy, food literacy, artist in residence, social services access, economic development, visitor center are examples from other libraries. "Room of Requirement" to support pop-up services, emerging trends, special needs user populations.
- 6. Staff Spaces | Flexible and scalable to respond to changes in services, expertise, work styles, and staffing shifts, from materials handling to collaborative customer services.
- 7. Building Support Spaces | Future-friendly infrastructure to support continuing evolution in the services.



Places to Engage Technology

Places to Engage Staff

This is the translation of the Strategic Plan into actionable steps for the renovation or expansion of the facility. It will anticipate the continuing impact of patron needs that are diverse, dynamic, and evolving; the general impact of technology. It will recommend furniture, fixtures, and equipment to support these needs.

#### Part 2 - Facility Effectiveness Assessment

An evaluation of existing space will be a key component of the study. The spaces will be evaluated twice — once in preparation for the initial discussions — and a second time following those discussion to refine the evaluation in light of the newly framed space needs. Along with tours of the building, we envision a conversation with various members of the Library's management team to further our observations of staff and patron behavior.

We will review the existing layout, condition, character and effectiveness of the library building to
determine the how the current facility can be better adapted to emerging and traditional service
patterns. The evaluation will include flexibility, technology, programming spaces for all age groups,
public library trends such as hands-on and collaborative learning, special collections, genealogical
research and preserving local historical archives, and other aspects of the library's role as a community
center.

We will assess how well each facility performs in terms of essential library planning parameters:

- Site organization.
- Collection organization
- Observation
- Adaptability
- Security
- Self-help
- Materials processing
- Lighting

- Building zoning / adjacencies
- Technology integration
- Control
- Expandability
- Way finding
- Accessibility
- Acoustics
- Image
- 2. In the staff zone, shared service elements and workflow that support the library will be considered to maximize operational effectiveness and to repurpose duplicative space and create more or more efficient public or staff zones.

#### Part 3 - Space Audit Testing

Depending on the results of the Programming and the Facility Effectiveness Assessment, a number of possibilities may arise. This portion of the process will enable the Library to understand how to get from what is in place to what is needed. This level of detail often suffices for most libraries and is much more rigorous than generic and rule of thumb and use of cost indexes. This part consists of multiple activities including visualizing improvements suggested by the Facility Effectiveness Assessment.

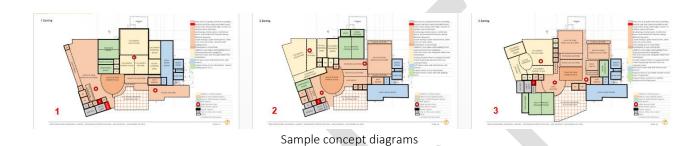
We do not prejudge and allow the Needs Assessment and Facility Effectiveness Assessment guide the definition of which options need to be included in this portion of the study. We approach each option with the same "get as much as you can for the money" and "what if this was the only option" mentality. Only once the options are defined do we work with you to compare options and define a recommendation.

#### **Define Renovation Options**

It may be appropriate to repurpose various spaces to take better advantage of their size, location, character or other attribute. Various "work with furniture as much as possible" and "stay within the existing building shell" concepts will be considered.

#### **Define Remodeling Options**

It may be better to adjust the physical attributes of a space to meet the performance goals associated with a particular service. This is envisioned as more complex set of changes and might include moving walls, changing ceiling heights, relocating portions of the mechanical or electrical infrastructure, or reconfiguring spaces entirely. The recommended near-term improvements would be arranged to balance the immediate needs with a future friendly remodeling concept. Any such assessment would be supported with various diagrams, an assets and liabilities matrix, and a cost model.



#### **Compare Options**

The various concepts generated in early discussions will be tested against the Library's mission, priorities, and fiscal resources. An assets and liabilities matrix will be prepared to define an objective performance level for each concept.

#### Part 4 - Cost Modeling

A detailed, a la carte cost model will be prepared. We will frame this data for each concept. Operational cost implications of each concept will be reviewed with the Library's management team. Cost Models will be grouped to fit with designated budgets.

#### Part 5 - Implementation Strategies

Based on the cost models and the elections made by the Library, we will organize immediate, intermediate and longer-term components of the plan into a sequence of discrete but related projects that may include repairs/replacements, improvements to the existing buildings, expansions, or other strategies as deemed appropriate.

Likely groupings of improvements will be defined and indexed to likely funding strategies. A recommended path to achieving the Library's goals will be among multiple paths forward (all at once, phased improvements).



Sample renderings of Children's Area, Historic Building Update, Makerplace

### Cost Models / Planning Budgets

Cost models were developed by Engberg Anderson for the full set of priorities and reviewed by Shales McNutt Construction.

It is important to note that the diagrams used in developing the cost models are conceptual and that there are limitations to the precision with which probable costs can be determined with this level of information.

More planning and detailed cost assessment will be needed if the Library embarks on any of the components. The cost models do provide a framework upon which return on investment assessments and large scale financial planning can developed.

Costs are inclusive of construction and related expenses, furnishings, supervision and fees.

All costs are based on 4th quarter of 2019 pricing. Projects planned for future years should anticipate 3% escalation per year.

\$503,800

- Power Wall
- Audio-Visual Collection Reorganization
- Nursing Mothers' Room
- **Quiet Computing**
- Balcony

#### **Priority 2: Complete 2011 Master Plan** \$1,018,600

- Administrative Suite
- First Floor Office

#### \$1,026,300 **Priority 3: Address Emerging Services**

- Digital Services Work Room
- Maker Lab & Audio Pod
- Video Studio
- Old Maker Room Conversion
- Social Technology & Middle School Area

#### **Priority 4: Maximize Building Utility**

Attic Renovation

\$543,400

Sample Summary Budget

#### Part 6 - Recommendation

With the testing completed, we will reconvene to identify a recommended course of action. With the agreement of the trustees and management team, we will prepare a final report.

#### **SCHEDULE**

We propose to provide the normal scope of services within 120 days of receipt of authorization to proceed. We will work with the Library to meet schedules for planning and funding.

#### **BUDGET**

The Library intends to implement the highest priority improvements using reserves and other funds. One goal of this study is to identify the scope of work that will fit with the resources available to the project.

#### **OWNER SUPPLIED INFORMATION**

The following are of use in preparing the drawings and cost models included in these cope of this agreement.

- Existing building drawings from the original construction or any subsequent renovations
- **Environmental Assessments or Hazardous Materials Reports**
- Other condition studies
- Contacts at various agencies having jurisdiction over the project

#### **FEE PROPOSAL**

Based on this understanding, we estimate the time and cost to complete the outlined services within an hourly, not to exceed fee of ......\$24,000.

As noted, each Strategic Facilities Plan needs to be tailored to the Library. We are happy to discuss your specifics and can adjust the scope and focus of the effort to meet your needs.

#### **Reimbursable Expenses**

In addition to the Fees, expenses incurred in the course of completing the work will be invoiced to the Client. Detailed records of reimbursable expenses shall be included in monthly invoices.

Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect. The Architect currently maintains the coverages identified in the *Insurance Coverages Exhibit*.

Incidental expenses will be invoiced in accordance with the attached *Reimbursable Expenses Exhibit*. Incidental Expenses shall be invoiced at our cost.

#### **Progress Payments**

Invoices shall be submitted monthly and shall reflect the status of the work at the time of the invoice.

#### **Additional Services**

No additional service will be undertaken without a defined scope and written authorization. Any Additional Service will be itemized and invoiced against a limit established and agreed to in writing by both parties. Any additional service shall be invoiced separately to allow tracking of project expenses.

#### **ATTACHMENTS**

The following Exhibits are made part of this agreement:

• Current Rate Schedule; Insurance Coverages; Expenses

#### **ACCEPTANCE**

We ask that an individual authorized to bind the Library to this agreement sign two copies of the agreement. Keep one for your records and return the second to us. We will begin work upon receipt of a signed copy.

For <b>Engberg Anderson, Inc.</b>		For Maywood Public Library District
Signature:		Signature:
Name: Joseph M. Hub	erty	Name:
Title: Principal		<u>Title:</u>
Date: February 10, 20	025	Date:
<b>Copied</b> Central File		

#### **EXHIBITS**

#### **CURRENT RATE SCHEDULE**

Invoices for basic and additional services will be invoiced based on time charged to the project during the invoice period. The time will be invoiced based on the following schedule up to the limits specified for each service or phase of the project.

Role		Rate	Role		Rate
PIC1	Principal	\$210	A3	Senior Project Architect/Interior Designer	\$145
PIC2	Principal	\$200	A4	Project Architect/interior Designer	\$130
PRT	Partner	\$180	A5	Project Designer	\$120
A1	Senior Team Leader	\$160	INT	Interns	\$90
A2	Team Leader	\$155	ADM	Administrative Staff	\$75

#### **INSURANCE COVERAGE**

Engberg Anderson currently maintains the coverages shown, the costs of which are included in the base fees proposed for the project. Additional coverage is negotiated on a project by project basis.

- Commercial General Liability: \$2,000,000 each Occurrence; \$4,000,000 Annual Aggregate.
- Business Automobile: \$1,000,000 Combined Single Limit, coverage includes hired and non-owned vehicles.
- Workers Compensation: Statutory requirements, \$1,000,000.
- Umbrella/Excess Liability: \$5,000,000 per Occurrence/Annual Aggregate
- Professional Liability: \$3,000,000 per Claim; \$3,000,000 Annual Aggregate
- Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional
  insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect will
  be a reimbursable expense.

#### REIMBURSABLE EXPENSES EXHIBIT

In addition to the Fees included in the Agreement, expenses incurred in the course of completing the work will be invoiced to the Owner in accordance with the following parameters.

- Transportation in connection with the Project including authorized out-of-town travel, lodging and sustenance.
  - Mileage is calculated using the prevailing IRS reimbursement rates.
  - Sustenance is limited to \$10/\$15/\$20 or \$45 per day.
- Reproductions, plots, standard form documents, postage, handling and delivery of instruments of service.
- Renderings, models and mock-ups other than those normally produced by the architect as a part of the process and requested by the Library will be provided as an additional expense.
- Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect. The Architect currently maintains shown in the Insurance Coverages Exhibi.

### **SIMILAR PROJECTS**

SIIVIILAR PROJECTS			CRS/	SFP		Major
Library / Project	State	Year	FCA	FIP	Repairs	Project
New Albany Floyd County - Strategic Facilities Plan	IN	2013		$\overline{\mathbf{Q}}$		
Madison Public Library – Meadowridge Library	WI	2013	$\overline{\checkmark}$	$\overline{\mathbf{Q}}$	V	$\checkmark$
Hedberg Public Library- Strategic Facilities Plan	WI	2013	$\overline{\checkmark}$	$\overline{\mathbf{Q}}$		
Beaumont Public Library – Expansion Study	CA	2014		$\overline{\mathbf{Q}}$		$\checkmark$
Rockford Public Library – Interim Main Library	IL	2014	$\overline{\checkmark}$		V	$\checkmark$
Nippersink Public Library- CRS	IL	2014			V	V
Fox River Valley Public Library District - Site Studies	IL	2019	$\overline{\checkmark}$			
Fremont Public Library District - CRS	IL	2013	$\overline{\checkmark}$		$\checkmark$	$\overline{\checkmark}$
Helen M. Plum Memorial Public Library	IL	2015	$\square$	$\overline{\mathbf{A}}$		
Cary Area Public Library District - Renovation	IL	2015	$\square$	$\overline{\mathbf{Q}}$	$\checkmark$	$\overline{\checkmark}$
Fox River Valley Public Library District - Dundee Library	IL	2015	$\overline{\mathbf{V}}$	$\overline{\mathbf{A}}$		
North Riverside Public Library District- CRS	IL	2015	$\overline{\mathbf{V}}$			
Hinckley Public Library - Relocation Study	IL	2021	$\overline{\checkmark}$			
UW Madison - College Library - SFP	WI	2015	$\overline{\checkmark}$	$\square$		
UW Madison - Memorial Library - SFP	WI	2015	$\overline{\checkmark}$	$\square$		
UW Madison - Steenbock Library - SFP	WI	2015	V	$\square$		
UW Madison Campus Libraries - SFP	WI	2015	$\overline{\checkmark}$	$\square$		
Round Lake Area Public Library District	IL	2016	$\square$	$\square$	V	
Palatine Public Library District - CRS	IL	2016	$\square$	$\square$	V	$\checkmark$
New London Public Library - SFP	WI	2016		$\square$		
Ela Area Public Library District - CRS 2	IL	2016	$\square$		V	$\checkmark$
Poplar Creek Public Library District - CRS	IL	2016	$\overline{\checkmark}$	$\square$	V	
Appleton Public Library- Replacement Building - SFP	WI	2017	$\square$	$\square$		
UW Milwaukee - Golda Meir Library - Archives & Special Collections	WI	2017	<b>V</b>	Ø		V
Frankfort Public Library District SFP	IL	2018	$\overline{\checkmark}$	$\overline{\mathbf{Q}}$		
Fremont Public Library District - CRS 2	IL	2018	$\checkmark$		V	$\checkmark$
Washington County (VA) Public Library- SFP	VA	2018	$\checkmark$	$\square$		
Barrington Area Library District- CRS 2	IL	2018	$\overline{\checkmark}$		$\checkmark$	$\overline{\checkmark}$
Crystal Lake Public Library- CRS 2	IL	2018	$\overline{\checkmark}$		V	$\checkmark$
Indian Trails Public Library District - SFP	IL	2014	$\checkmark$	$\overline{\mathbf{A}}$		
Marion Public Library SFP	IA	2019	$\overline{\checkmark}$	$\square$		$\checkmark$
Barrington Area Library District - CRS3	IL	2019	$\overline{\checkmark}$			$\checkmark$
Wilmette Public Library District - CRS	IL	2019	$\checkmark$		V	
Auburn Public Library - SFP	AL	2019	$\overline{\checkmark}$	$\overline{\Box}$		
Lake Bluff Public Library- CRS	IL	2020			V	$\overline{\checkmark}$
Elmhurst Public Library District - CRS	IL	2020			V	
Fox River Valley Public Library District - SFP	IL	2020	$\square$	$\square$		
Lisle Public Library District - SFP	IL	2015				
Poplar Creek Library District – Hanover Park Library	IL	2020	$\square$			

			CRS/	SFP		Major
Library / Project	State	Year	FCA	FIP	Repairs	Project
Lambertville Free Public Library - SFP	NJ	2021	$\overline{\checkmark}$	$\overline{\mathbf{A}}$	$\checkmark$	
Glencoe Public Library District - CRS	IL	2021	$\overline{\checkmark}$			
Round Lake Area Public Library District - CRS 2	IL	2021	$\overline{\checkmark}$		$\checkmark$	
Crystal Lake Public Library - CRS 3	IL	2021	$\overline{\checkmark}$		$\checkmark$	$\overline{\checkmark}$
Palatine Public Library District - CRS 2	IL	2021	$\overline{\checkmark}$		$\checkmark$	$\overline{\checkmark}$
Hudson County Community College	NJ	2021		$\overline{\mathbf{A}}$		
River Grove Public Library – Relocation Study	IL	2022	$\square$	$\square$		
Winnetka-Northfield Public Library District - SFP	IL	2022	$\overline{\checkmark}$	$\overline{\mathbf{A}}$	$\checkmark$	$\overline{\checkmark}$
Markham Public Library – Building Envelope Study	IL	2022	$\checkmark$			
Alsip-Merrionette Park Public Library District - CRS	IL	2022	$\square$		$\checkmark$	
Peotone Public Library District - CRS	IL	2022	$\square$		$\checkmark$	
Jersey City Free Public Library –	NJ	2022		$\square$		
Pricilla Gardner Main Library	143	2022				
Winnetka Northfield Public Library District – Northfield	IL	2023	$\square$		$\overline{\checkmark}$	$\overline{\checkmark}$
Forest Park Public Library District - CRS	IL	2023	$\overline{\checkmark}$			
New Providence Memorial Library - SFP	NJ	2023	$\overline{\checkmark}$	$\square$		
Ela Area Public Library District - CRS 3	IL	2024	$\overline{\checkmark}$			
Fremont Public Library District - CRS 3	IL	2024	$\overline{\checkmark}$			
Lodi Memorial Library - SFP	NJ	2024		$\overline{\Delta}$		$\square$
Helen Plum Library	IL	2024				
Wilmette Public Library District - SFP	IL	2024		V		
Warren-Newport Public Library District - SFP	IL	2025		$\overline{\Delta}$		
Wauconda Area Public Library District - SFP	IL	2025		$\square$		

#### **ABOUT ENGBERG ANDERSON**

Serving libraries across the nation, Engberg Anderson possesses an unparalleled breadth and depth of knowledge. Our extensive portfolio encompasses over 310+ library renovation and expansion projects, spanning across 17 states. These projects vary in size, ranging from a modest 300 sf to an expansive 360,000+ sf. Library patrons can experience our work in the following locations:



#### One Team, and a shared commitment to

## Architecture that inspires people, strengthens neighborhoods, and builds communities

We are a family of creatives: architects, interior designers, planners, travelers, and artists, driven to create design that serves a higher purpose.

Collaboration with our clients leads us to a deeper understanding of user needs, community identity, and inspires our best work.

Building neighborhoods improves the lives of people through impactful projects that are intensely local, detail obsessed, and reflective of their users.

#### Many Skills, and a Holistic Understanding of Library Buildings



#### **Planning**

Facility Planning
Feasibility/ Site Analysis
Accessibility
Facility Analysis
Capital Budgeting



Architecture

Interior Design

Furnishings

Signage & Art

Technology

Sustainable Design

**Urban Design** 



#### Construction

Construction Administration

**Contract Control** 

Cost Control

Schedule Control

**Quality Control** 



#### Repairs

Building Integrity Studies

**Systems Evaluations** 

**Energy Studies** 

Life Cycle Cost Analysis

Capital Repairs Plans



### Patron Experience

Member Services

Updated Furnishings

Merchandising

**Work Room Alignments** 

Revitalizations

#### Joseph M. Huberty | AIA | LEED AP BD+C | NCARB, Principal

Joe is a Principal with Engberg Anderson since 2000 and an addicted library user since reading Harold and the Purple Crayon in a small branch of the Milwaukee Public Library. He has spent the last 30+ years planning and designing award-winning and much-loved libraries across the nation, mostly so he can hang out with librarians. Joe sees architecture as a practical art that provides future-friendly, pragmatic, and functional space that is comfortable, aspirational, and inspirational. Libraries are the ultimate embodiment of the relationship between people, services, and space. His contributions to public and academic libraries have been featured in numerous presentations at both state and national conferences. Additionally, he is a co-author of the 2nd Edition of "The Practical Handbook of Library Architecture: Creating Building Spaces that Work."

FRED SCHLIPF

Joe is a licensed architect in Alabama, Arizona, Connecticut, Florida, Georgia, Illinois, Indiana, Iowa, Michigan, Missouri, Nevada, New Jersey, New Mexico, New York, North Carolina, Oklahoma, Oregon, Utah, Virginia, and Wisconsin

#### **CONFERENCES, SEMINARS, AND PUBLICATIONS**









The Top 5 Mistakes Renovating Your Library | ALA 2023, Co-presenter.

Ethnographic Design: Creating Culturally Centered Spaces | ALA 2022, Co-presenter.

Reopening Under COVID-19, A Space Planning Approach | Reaching Across Illinois Library System, July 8, 2020. Iowa State Library. 2020.

Space Planning: Reinventing Your Library Space | ALA Regional Training, Jacksonville, FL Copresenter. 2019.

The Challenges of Opportunity: Service, Space, Community & Economic Development | ILA 2018 Getting Your Community to Say Yes! | ILA 2017 Co-presenter.

Don't Worry, We're Only Going to Change Everything | PLA 2016, Denver CO, Co-presenter.

Space Planning Without the Space: Re-imagining Your Existing Library | RAILS. Co-presenter. January 2016.

Design and Working Relationships in Library Projects | University of Illinois-Urbana Champaign iSchool, 2006-2019.

The Twenty-First Century Library: Tomorrow's Design is Here Today | ILA 2009 Co-presenter.

**The Efficient, Saleable Public Library** | ProjectShoehorn ILA 2009, Peoria, IL. Co-presenter.

Creating a New Model for Today's Branch | ILA 2009. Co-presenter.

Extreme Makeover: Library Edition-How We Programmed, Designed, Funded and Built a Library in Just Two Years | ILA 2005, Co-presenter.

Mainstreaming Green Design Practices | Energy & Environmental Building Association Excellence Conference, 2001

#### **TRAINING**

New Mexico Library Association - Albuquerque

Missouri Library Association - Columbia

Virginia State Library - Norfolk, Fredericksburg

Iowa State Library - Council Bluffs, Des Moines, Waterloo

Reaching Across Illinois Library System - Elgin, Burr Ridge, Barrington Area, IL

MAIN Library Alliance-Long Hill Township, NJ

PALS Plus Library Consortium - Wayne, NJ

Bergen County Cooperative Library System - Livingston, NJ

## **Outlook**

#### **RE: MPLD Space Assessment**

From Andy Dogan <ardogan@williams-architects.com>

Date Thu 1/23/2025 4:23 PM

To Daniela Martinez <dmartinez@maywoodlibrary.org>

Cc Director < Director@maywoodlibrary.org >; Kim C. Nigro < kcnigro@williams-architects.com >

#### Hi, Daniela:

For us to complete a space needs assessment and master plan focusing on the interior spaces of the building, we would suggest the following steps in a two-part process. Part 1 establishes needs and collects data and information to inform the concept plan, and Part 2 develops concepts and costs based on the findings of Part 1.

#### Part 1:

- Review/discussion of circulation, program, and door count data for identification of trends impacting space usage.
- Review/discussion with staff and Board members regarding unmet needs and current challenges.
- Operational review and analysis of current spaces and functionality.
- Comparison of available space, circulation, and program statistics between MPLD and five peer libraries (can be either the nearest to Maywood geographically or in communities of similar population or demographics)
- Recommendations for future spaces and amenities.
- Presentation to the Library Board of findings to ensure consensus and agreement with goals prior to developing plans.

#### Part 2:

- Based on Part 1 outcomes, develop three preliminary concept plans for reorganization/remodeling of spaces within the building
- Review preliminary concept plans and cost estimates with Library Board and staff, with the goal of identifying a preferred concept
- Refine one preferred concept to develop a schematic floor plan for remodeled and new spaces
- Develop a cost estimate for preferred concept, including suggested phasing of remodeling work if it cannot all be done at one time due to financial constraints
- Final presentation to Library Board
- Final space needs and master plan report document

Our proposed fee for this effort is \$15,000.00.

Optionally, we can also provide a community engagement service that invites library customers to an open house session that we facilitate to get feedback and preferences on the concept plans that can be incorporated into the preferred concept we present to the Board. In addition to an open house session, we also develop an online survey to gather additional community feedback from customers who couldn't attend the in-person open house. This community engagement service would be an additional \$3,000.00. Many libraries find this helpful to help

justify their plans to the community and like to gather community feedback as part of this process, but it is an optional step.

This is the level of service and process we would recommend, but please let me know if there is anything specific you are interested in us exploring that wasn't mentioned above. If this looks like the right process and scope of services, we can prepare a formal proposal letter and references for similar completed work for your Board to consider.

Thanks for reaching out and please let us know if you have any questions.

Thank you, Andy

**ANDREW R. DOGAN**, AIA, NCARB, LEED AP Chief Operating Officer / Managing Principal



CORPORATE HEADQUARTERS 500 Park Boulevard, Suite 800 Itasca, IL 60143 williams-architects.com

O: 630.221.1212 D: 630.344.1043

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Architecture - Planning - Aquatics - Interiors

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copy or printout thereof.

From: Daniela Martinez <dmartinez@maywoodlibrary.org>

Sent: Tuesday, January 14, 2025 1:45 PM

To: Andy Dogan <ardogan@williams-architects.com>

Cc: Director < Director@maywoodlibrary.org >

Subject: Re: MPLD Space Assessment

#### Andy,

I appreciate your quick response. If I could get it by February 8<sup>th</sup>, that would be great! What would you need from me?

Best,



Daniela Martinez, Library Director Maywood Public Library District 121 S. 5th Ave. Maywood, IL 60153 708-343-1847 x 28

# **ATLAS TRUSTEE DAY**

# SATURDAY, MAY 17, 2025 10:00 AM - 12:00 PM



# Orland Park Public Library 14921 Ravinia Avenue Orland Park, IL 60462

You've just been elected or re-elected Library Trustee. Congratulations!

Now's the time to prepare to become the best Public Library Advocate you can. Every Library is different and carries different expectations.

Our trusted Directors are here to help bridge the transition and help get you started on the right path with the basics of being a Trustee.

Speakers for the Day are Rene Leyva, Director of Fossil Ridge Public Library District and Jennifer Hovanec, Director of LaGrange Public Library.

The cost is \$20 for ATLAS Members. \$25 for Non-Members. Eventbrite Registration fees not included.

Payments can be made online, via EventBrite, or by scanning our QR Code or membership forms and payment may be mailed to the ATLAS Treasurer at:

#### By Mail:

ATLAS c/o Nikeda Webb **Matteson Area Public Library District** 801 School Ave, Matteson, IL 60443 Pay Online:
Click Here or QR Scan



Library Name:	
Library Address:	
Library Director:	
Email:	
Phone Number:	
	98

The Maywood Public Library District welcomes all residents and visitors and is dedicated to free and equal access to information, knowledge, and independent learning for our diverse community.

#### LIBRARY RESPONSIBILITY

With public service as the highest priority, the Board of Trustees has established the rules and regulations governing use of the library, such that all persons may enjoy its benefits. All library patrons can expect to:

- 1. Receive courteous service,
- 2. Be treated fairly and equitably by all library staff,
- 3. Contact staff for reference, readers advisory, and information services,
- 4. Have questions, comments and concerns addressed in a timely manner,
- 5. Suggest new materials, programs and services,
- 6. Have staff make the library operate in the best interest of the taxpayers, and
- 7. Have a safe, clean, and comfortable building.

#### PATRON RESPONSIBILITY

Individuals visiting or using the library facilities or services must comply with the following Public Code of Behavior. The Maywood Public Library District will uphold all federal, state and local laws, rules, regulations and ordinances in regard to public behavior.

Patrons shall be engaged in activities associated with the use of a public library while in the building.

Patrons may not interfere with the use of the library by other patrons or interfere with staff performance of their duties. Interference includes, but is not limited to:

- 1. Use of loud, abusive, threatening or insulting language; or behavior including language or behavior that offends, threatens, or insults groups or individuals, based on: race, creed, color, national origin, religion, marital status, sexual orientation, gender, gender identity/expression, physical appearance, physical or mental ability, socioeconomic level, education level and any other legally protected characteristics; that may result in injury or harm to any library patron or staff member, including challenging another person to fight or engage in any fight.
- 2. Patrons may not sexually harass other patrons or staff. Harassment includes: a. making inappropriate personal comments or sexual advances; b. using obscene or lewd language or gestures; c. staring at, or following, a patron, volunteer, or staff in a manner that reasonably can be expected to disturb them, d. and exposing others to sexual internet content (more information on internet usage can be found in the Internet Policy).
- 3. Solicitation is not allowed inside the library except as otherwise stipulated in the Room Rentals policy. This includes circulating petitions, selling, or begging, among patrons, volunteers or staff

members. Any solicitation conducted outside on Library grounds must not impede entry or exit from the library building or disrupt Library operations.

- 4. Patrons may enjoy covered beverages and consume snack food throughout the library, unless otherwise indicated.
- 5. Bringing pets or animals, other than service animals necessary for disabilities, into the library is not allowed, except as authorized by the Executive Director for special programming purposes.
- 6. Shirts and shoes are required for health reasons and must be worn at all times.
- 7. Patrons whose overpowering perfume or cologne or inadequate bodily hygiene interferes with other patrons and return when the problem has been corrected.
- 8. Use of skateboards, roller blades or roller-skates is not allowed in the library or on library property.
- 9. The use of incendiary devices, such as candles, matches or lighters are prohibited on library grounds. Smoking, including vaping and e-cigarettes, is not permitted within the library or within 25 feet of any public entrance.
- 10. Any other behavior which could reasonably be expected to disturb other patrons or interfere with the library staff performance of their duties is prohibited.
- 11. While the library encourages use by everyone, it cannot assume responsibility for the care and supervision of any patrons who are disabled or impaired to the extent that they cannot independently follow library rules or be safe without a caregiver. Patrons who require personal supervision or assistance must provide this care themselves. In the event that a patron in the library requires such care and is without it, the library may contact social services or the police.

The above enumerated rules are not intended to be a complete list of violations, but are intended for guidance only. Library staff and/or local law enforcement officers are authorized to expel persons who, advised of the regulations above, fail to comply with them. Such personnel also reserve the right to take appropriate action(s) against any other behavior which can reasonably be deemed to be offensive to library patrons or staff. Enforcement of these rules will be conducted in a fair and reasonable manner. Library staff designated by the Executive Director may temporarily suspend patron privileges for up to 24 hours, including restricting access to the library property, services or programs for patrons who violate the public code of behavior. Unlawful activities will be reported immediately to the police.

#### Law Enforcement & Workplace Raids Procedure

#### Before Any Visit

- The library director, and, if available, the library's legal counsel are the designated person/people for handling law enforcement request. Refer to the contact information list, that includes home or cell phone numbers, if they are not present in the library.
- Review the library's confidentiality policy and <u>state confidentiality law</u> with library counsel.
   Communicate those policies and the requirements of the law to both staff and volunteer workers in the library.
- Train all library workers, including volunteers, on the library's procedure for handling law
  enforcement requests. They should understand that it is lawful to refer the agent or officer
  to an administrator in charge of the library, and that they generally do not need to respond
  immediately to any request.
- A court order may require the removal of a computer workstation or other computer storage device from the library. Have plans in place to address service interruptions and any necessary backups for equipment and software.

#### During a Visit

#### PROCEDURES FOR LIBRARY WORKERS

## If a law enforcement officer requests library records or information about a library user or staff member:

- Ask for the officer's identification.
- Inform the officer that the library director or legal counsel is the individual authorized to respond to requests for records and information, and that library policy requires you to refer the officer to the specified person under your policy.
- Refer the officer to the library director, or to a designated alternate authorized by the library director to respond to requests for records and information.

# If a law enforcement officer requests library records or information about a library user or worker and neither the library director, nor a designated alternate is present in the library:

- Ask for the officer's identification. Record the information that appears on the identity card.
- Inform the officer that the library director is the individual authorized to respond to requests for records and information, and that library policy requires you to refer the officer to the specified individual.
- Attempt to reach the library director or designated alternate using the phone contact list.
- If you cannot reach the library director or a designated alternate, utilize the procedures outlined below for use by the library director or a designated alternate. Provide a written report describing the officer's inquiry to the library director at the earliest opportunity.

#### PROCEDURES FOR THE LIBRARY DIRECTOR OR A DESIGNATED ALTERNATE:

#### In all cases:

- Ask for the officer's identification. Record the information that appears on the identity card.
   If possible, verify the information with the local FBI office or the police department.
- Ask a colleague to be present during the interview with the officer. One person should take
  notes that may be useful if a record of the encounter is needed in the future.

# Requests for *voluntary assistance* or *warrantless searches* (the officer does *not* present a subpoena or court order):

- Explain the library's privacy policy, informing the officer that library records and information about library users and library staff are not made available to law enforcement agencies unless a proper court order in good form has been presented to the library.
- Without a court order, neither the FBI nor local law enforcement has authority to compel
  cooperation with an investigation or require answers to questions, other than the name and
  address of the person speaking to the agent or officer. If the officer persists, explain that, as
  good citizens and in conformity with professional ethics, First Amendment freedoms, and
  state law, the library staff will not respond to informal requests for confidential information
  in the absence of a court order.
- If the officer claims that an emergency or other circumstance requires the library to turn over records or provide information without a court order, call the library's legal counsel and ask for assistance
- If the officer employs force to take possession of library records or other library property, do not obstruct the search in any way. Keep a written record describing the incident. Ask any witnesses to the incident to prepare a written record of the interaction between the officer and library employees or volunteers.
- Provide all notes and records to the library's legal counsel. If a library worker or volunteer is
  required to respond to a voluntary request or a warrantless search in the absence of the
  library director or a designated alternate, all materials should be turned over to the library
  director.

#### If the law enforcement officer presents a subpoena or similar request for records:

- Accept the subpoena. Inform the officer that the library's legal counsel responds to subpoenas on behalf of the library. A subpoena does not require an immediate response from the library.
- Turn the subpoena over to the library's legal counsel. If a library worker accepts service of the subpoena in the absence of the library director or a designated alternate, the subpoena should be turned over to the library director for coordination with legal counsel.
- The library director will work with the library's legal counsel to respond appropriately to the subpoena. Examine the subpoena for any legal defect, including the way it was served on

the library, the breadth of its request, its form, or an insufficient showing of good cause made to a court. If a defect exists, legal counsel will advise on the best method to resist the subpoena.

- Through legal counsel, insist that any defect be cured before records are released and that the subpoena is strictly limited to require release of specifically identified records or documents. If there does not appear to be good cause for the subpoena, or if it seems too broad or intrusive, ask your attorney to file a motion with the issuing court to quash the subpoena in its entirety. Require that the agent, officer, or party requesting the information submit a new subpoena in good form and without defects.
- If you decide to comply with the subpoena after consulting with legal counsel, review the information that may be produced in response to the subpoena before releasing the information. Follow the subpoena strictly and do not provide any information that is not specifically requested in it.
- If disclosure is required, ask the court to enter a protective order (drafted by the library's counsel) keeping the information confidential and limiting its use to the particular case. Ask that access be restricted to those persons working directly on the case.

#### If the law enforcement officer presents a search warrant:

- Immediately ask the library's legal counsel to provide advice and assistance.
- Unlike a subpoena, a search warrant may be executed immediately. Ask to have library
  counsel present before the search begins in order to allow library counsel an opportunity to
  examine the warrant and to ensure that the search conforms to the terms of the warrant.
- If the officer refuses to delay the search, read the warrant and any attached documentation. Verify that it is signed by a judge; is issued by a local, state, or federal court in your state or county; and is current and has not expired. If you have questions about the validity of the warrant, call the issuing court to verify the validity of the warrant or order.
- Identify the items or records specified in the warrant. If the officer will not wait for legal
  counsel to arrive, you may assist the officer in locating the items or records identified in the
  search warrant in order to prevent review of other users' records or items not named in the
  warrant.
- Do not agree to any additional searches, or volunteer information about the items or records in the warrant. Do not sign any documents on behalf of the library without the advice of the library's legal counsel.
- Record and keep an inventory of the records or items seized from the library. Ask if it is
  possible to provide copies to the officers or to make copies for the library's own records.
- Do not obstruct the search in any way.
- If the law enforcement officials are unwilling to cooperate with you, simply step aside and do not interfere with the officer. Continue your attempts to notify legal counsel, and make every effort to keep a written record of the incident. Ask any witnesses to keep a written

record of the interaction between law enforcement officials and library employees and volunteers.

- Request that the officer sign an inventory receipt for the materials with a specific list of all materials seized.
- Provide all notes and records to the library's legal counsel. If a library worker is required to
  respond to a search warrant in the absence of the library director or a designated alternate,
  all materials should be turned over to the library director for coordination with legal
  counsel.

If an agent for the Federal Bureau of Investigation presents an order and informs you that the order is issued as part of a terrorism or espionage investigation and is subject to a "nondisclosure order" or "gag order" (FISA court orders or National Security Letters):

- Call the library's legal counsel and ask for assistance.
- Read the order and any attached documentation. If it provides a period of time to respond
  to the order, respond to the order in the same manner as a subpoena. Except for legal
  counsel, do not inform other library staff or any other person about the order until
  authorized to do so by the library's legal counsel.
- If the order requires the immediate surrender of records or other items, respond to the order in the same manner as a search warrant. Ask the agent if he will delay the search until the library's legal counsel arrives.
- If required to turn over records or other items at once, do not notify any library staff except for legal counsel and those staff members necessary for the production of the requested records or other items. (For example, it may be necessary to ask a member of the information technology staff to assist with the production of electronic or computer records.) Instruct all staff members who assist in responding to the order that, with the exception of legal counsel, they cannot inform other library workers or any other person about the order unless authorized to do so by the library's legal counsel.

#### Libraries and Immigration Enforcement

- U.S. Immigration and Customs Enforcement (ICE) is a law enforcement agency that must operate in accordance with the Constitution, the Bill of Rights, and the laws of the United States. <u>8 U.S. Code § 1357</u> defines the powers of immigration officers and employees. The statute grants ICE agents the right to interrogate aliens, or persons believed to be aliens, about their right to be or to remain in the United States, without the requirement of a warrant. It also authorizes immigration officers to arrest any person in the United States when there is "reason to believe" the person is present in the United States in violation of federal immigration law.
- ICE agents can employ two different types of warrants in the course of their duties. One type
  of warrant is issued pursuant to the Immigration and Nationality Act (INA) and is signed or
  issued by an ICE official or agent. These are called "administrative warrants." Because they

- are not reviewed or issued by a court of law, administrative warrants do not authorize ICE agents to enter residences or non-public areas of a business without express consent.
- ICE may also pursue court-issued subpoenas or warrants that are issued by a judge or neutral magistrate. Such warrants have the same force and effect as any other court-issued warrant.
- ICE agents may enter places open to the public and question persons present in public places and conduct inquiries in accordance with their statutory powers under 8 U.S. Code § 1357.
- When ICE agents make inquiries about library patrons, state laws and library policies concerning the privacy and confidentiality of library patron records still apply, including any requirement that a law enforcement agent present a *court-issued* subpoena, court order, or warrant to obtain patron information.
- If an ICE agent shows up without any court-issued warrant and does not assert a statutory authority to act in the absence of a warrant (see 8 U.S. Code § 1357) generally there is no legal obligation to turn over any information or records.