

Northbrook Public Library Board Meeting  
November 16, 2023 | 7:30 p.m.  
Northbrook Public Library | Pollak AB  
<https://youtube.com/live/4VLuYNv8ow4?feature=share>  
Regular Monthly Meeting Agenda

- 1 Call Regular Meeting to Order – Mr. Jay Glaubinger
- 2 Board of Trustees Roll Call – Ms. Jennifer McGee
- 3 Consent Agenda – Mr. Jay Glaubinger
  - 3.1 Approval of the Agenda
  - 3.2 Approve Regular Session Minutes – October 19, 2023
  - 3.3 Approve Cash Balances & Income Statement October 2023
  - 3.4 Approve Bills and Charges from October 2023 in the amount of \$692,272.67
  - 3.5 Semi Annual Review of Closed Meeting Minutes per 5 ILCS 120/2.05
  - 3.6 Approve Annual Per Capita Grant Application
  - 3.7 Approve updated Personal Time Policy for the Paid Leave for All Workers Act (820 ILCS 192)
  - 3.8 Approve Library of Things Collection Development Policy
- 4 Appointment of Board Trustee & Oath of Office – Mr. Jay Glaubinger
- 5 Public Comments

Community members wishing to respectfully share thoughts about any matter concerning the Northbrook Public Library may do so during Public Comments as outlined in the [Public Comment Policy](#). The Board will not immediately respond to public comments or engage in open dialogue due to time constraints, but we are of course actively listening to your thoughts, comments, and suggestions. If follow-up communication is necessary, a staff member will contact you following the meeting. Thank you for your understanding of these guidelines.
- 6 Auditorium Rentals Presentation- Ms. Arielle Raybuck
- 7 Staff Reports – Ms. Kate Hall
- 8 Board Member Reports
- 9 Unfinished Business
  - 9.1 Strategic Plan Project Update
  - 9.2 Lily Zheng EDI Report Update
  - 9.3 HVAC Chiller Update
- 10 New Business
  - 10.1 TK Elevator Passenger Elevator Modernization Proposal
- 11 Closed Session

5 ILCS 120/2(c)11 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 the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting.
- 12 Agenda Building

### 13 Adjourn

Final Vote or action may be taken at the meeting on any agenda item subject matter listed above, unless the agenda item specifically states otherwise.

The Northbrook Public Library is subject to the Requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend any meetings of the Board and who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of these meetings or the facilities are requested contact 847-272-7074 promptly to allow the Northbrook Public Library to make reasonable accommodations for those persons. Hearing impaired individuals may establish TDD contact by calling 847-272-7074.

**NORTHBROOK PUBLIC LIBRARY  
CASH BALANCES  
10/31/2023**

	<b>Beginning Balance</b>	<b>Cash Receipts</b>	<b>Expenditures</b>	<b>Ending Balance</b>
<b>Operating</b>				
General	7,517,616.38	8,321.56	575,439.75	6,950,498.19
Restricted	276,467.78	8,529.55	31,645.34	253,351.99
IMRF	729,210.85		27,070.25	702,140.60
Fica	73,150.43		26,252.33	46,898.10
Total Operating	<u>\$ 8,596,445.44</u>	<u>\$ 16,851.11</u>	<u>\$ 660,407.67</u>	<u>\$ 7,952,888.88</u>
<b>Capital Improvement</b>	<u>\$ 4,725,453.69</u>	<u>\$ 2,611.43</u>	<u>\$ 31,865.00</u>	<u>\$ 4,696,200.12</u>
<b>Debt Service</b>	<u>\$ 8,263.40</u>			<u>\$ 8,263.40</u>

<b>Cash Detail</b>	<b>Operating</b>	<b>Capital Improvement</b>	<b>Debt Service</b>
NB&T - Checking	94,315.42	(31,429.06)	8,263.40
PayPal	1,408.00	-	-
FBofHP	234,395.41	-	-
Fifth Third - Checking/Money Market	7,620,935.73	4,727,087.29	-
US Bancorp	1,255.37	541.89	-
INB	103.95		
Petty Cash	475.00	-	-
Total	<u>\$ 7,952,888.88</u>	<u>\$4,696,200.12</u>	<u>\$ 8,263.40</u>

NB&T = Northbrook Bank & Trust  
 FBofHP - First Bank of Highland Park  
 USB = US Bancorp

**Northbrook Public Library**

**Income Statement**

10/31/23

	PY Month	CY Month	PY YTD	CY YTD	CY Budget	50%
<b>01 - General Operating Fund</b>						
<b>Revenues</b>						
<b>Undesignated Revenue</b>						
Property Tax Levy	\$0.00	\$0.00	\$3,951,821.11	\$4,101,613.62	\$7,959,560.00	51.53%
Replacement Tax	\$176,503.01	\$0.00	\$176,503.01	\$169,846.05	\$150,000.00	113.23%
Impact Fees	\$289.85	\$0.00	\$5,525.32	\$4,294.00	\$0.00	0.00%
Fines, Fees & Rentals	\$1,420.03	\$2,086.52	\$23,145.94	\$24,880.79	\$35,000.00	71.09%
Interest Income	\$2,476.76	\$4,302.53	\$9,215.93	\$31,361.62	\$20,000.00	156.81%
Other Income	\$2,020.40	\$279.00	\$17,655.73	\$16,190.67	\$100,000.00	16.19%
<b>Total Undesignated Revenue</b>	<b>\$182,710.05</b>	<b>\$6,668.05</b>	<b>\$4,183,867.04</b>	<b>\$4,348,186.75</b>	<b>\$8,264,560.00</b>	<b>52.61%</b>
<b>Designated Revenue</b>						
Gifts & Other Designated Income	\$3,473.33	\$7,775.19	\$177,892.92	\$419,951.07	\$400,000.00	104.99%
Designated Interest Income	\$65.21	\$754.36	\$358.30	\$4,118.70	\$0.00	0.00%
<b>Total Designated Revenue</b>	<b>\$3,538.54</b>	<b>\$8,529.55</b>	<b>\$178,251.22</b>	<b>\$424,069.77</b>	<b>\$400,000.00</b>	<b>106.02%</b>
<b>Total Revenues</b>	<b>\$186,248.59</b>	<b>\$15,197.60</b>	<b>\$4,362,118.26</b>	<b>\$4,772,256.52</b>	<b>\$8,664,560.00</b>	<b>55.08%</b>
<b>Expenses</b>						
<b>Undesignated Expenses</b>						
<b>Materials &amp; Services</b>						
Books	\$49,637.65	\$48,298.50	\$391,040.05	\$384,644.98		
Audio Visual	\$3,930.03	\$3,071.99	\$22,219.09	\$22,604.05		
Videos/DVDs	\$3,231.52	\$5,888.87	\$23,544.47	\$22,504.56		
Programs	\$4,387.80	\$7,882.44	\$34,345.96	\$46,492.17	\$103,150.00	45.07%
OCLC	\$5,857.02	\$5,998.55	\$16,175.98	\$16,374.26	\$29,000.00	56.46%
CCS Shared Costs	\$19,525.73	\$18,676.10	\$52,185.50	\$50,369.35	\$76,000.00	66.28%
<b>Total Materials &amp; Services</b>	<b>\$86,569.75</b>	<b>\$89,816.45</b>	<b>\$539,511.05</b>	<b>\$542,989.37</b>	<b>\$1,152,150.00</b>	<b>47.13%</b>
<b>Human Resources</b>						
General Salaries and Wages	\$328,743.40	\$340,254.06	\$1,880,497.25	\$2,071,451.60	\$4,311,000.00	48.05%
Maintenance Salaries & Wages	\$14,693.69	\$15,082.12	\$80,513.40	\$95,161.63	\$189,000.00	50.35%
Group Insurance	\$56,559.63	\$61,482.21	\$334,863.98	\$357,968.02	\$750,000.00	47.73%
Unemployment/Worker's Comp	\$0.00	\$521.59	\$18,914.15	\$18,993.16	\$23,000.00	82.58%
Staff Development	\$1,174.67	\$741.24	\$26,271.42	\$28,087.96	\$61,000.00	46.05%
<b>Total Human Resources</b>	<b>\$401,171.39</b>	<b>\$418,081.22</b>	<b>\$2,341,060.20</b>	<b>\$2,571,662.37</b>	<b>\$5,334,000.00</b>	<b>48.21%</b>

**Northbrook Public Library**

**Income Statement**

10/31/23

	PY Month	CY Month	PY YTD	CY YTD	CY Budget	50%
<b>Operating Costs</b>						
Photocopy	\$765.00	\$765.00	\$16,824.22	\$15,558.86	\$24,000.00	64.83%
Office & Library Supplies	\$1,812.06	\$1,187.42	\$25,685.69	\$17,263.21	\$70,000.00	24.66%
Software	\$9,423.28	\$6,189.18	\$55,350.46	\$68,282.81	\$108,000.00	63.22%
Postage	\$0.00	\$1,081.39	\$16,048.04	\$17,759.08	\$20,000.00	88.80%
General Insurance	\$0.00	\$0.00	\$57,021.56	\$60,787.62	\$79,000.00	76.95%
Telephone/Internet	\$0.00	\$28.61	\$19,119.28	\$17,975.91	\$39,000.00	46.09%
Professional Services	\$24,374.10	\$20,449.10	\$192,920.66	\$197,102.67	\$402,000.00	49.03%
Furniture, Equipment	\$0.00	\$15,900.72	\$42,167.50	\$82,440.95	\$96,000.00	85.88%
Equipment Rental & Maintenance	\$0.00	\$819.93	\$32,063.41	\$30,477.55	\$43,000.00	70.88%
Community Relations	\$6,316.20	\$111.23	\$21,408.91	\$13,051.98	\$55,000.00	23.73%
<b>Total Operating Costs</b>	<b>\$42,690.64</b>	<b>\$46,532.58</b>	<b>\$478,609.73</b>	<b>\$520,700.64</b>	<b>\$936,000.00</b>	<b>55.63%</b>
<b>Maintenance</b>						
Vehicle Expense	\$82.45	\$0.00	\$501.43	\$98.48	\$3,000.00	3.28%
Janitorial Supplies	\$2,280.25	\$3,154.77	\$14,724.42	\$21,018.85	\$45,000.00	46.71%
Utilities	\$3,083.29	\$3,270.18	\$18,639.19	\$18,576.26	\$54,000.00	34.40%
Building Repairs	\$2,380.21	\$445.00	\$17,299.87	\$1,495.00	\$35,000.00	4.27%
Contracted Services	\$2,986.57	\$6,325.84	\$73,256.26	\$71,682.51	\$153,000.00	46.85%
<b>Total Maintenance</b>	<b>\$10,812.77</b>	<b>\$13,195.79</b>	<b>\$124,421.17</b>	<b>\$112,871.10</b>	<b>\$290,000.00</b>	<b>38.92%</b>
<b>Other Expenses</b>						
Recruiting	\$0.00	\$10.00	\$200.00	(\$110.00)	\$1,000.00	(11.00%)
Contingency & Misc Exp	(\$127.43)	\$425.49	\$4,704.49	\$3,901.83	\$100,000.00	3.90%
Board Development	\$196.11	\$765.00	\$196.11	\$765.00	\$500.00	153.00%
<b>Total Other Expenses</b>	<b>\$68.68</b>	<b>\$1,200.49</b>	<b>\$5,100.60</b>	<b>\$4,556.83</b>	<b>\$101,500.00</b>	<b>4.49%</b>
<b>Total Undesignated Expenses</b>	<b>\$541,313.23</b>	<b>\$568,826.53</b>	<b>\$3,488,702.75</b>	<b>\$3,752,780.31</b>	<b>\$7,813,650.00</b>	<b>48.03%</b>
<b>Designated Expenses</b>						
Miscellaneous Designated Expenses	\$20,765.92	\$28,904.04	\$121,220.20	\$377,355.21	\$400,000.00	94.34%
Designated Materials Expense	\$0.00	\$16.88	\$1,247.58	\$351.61	\$0.00	0.00%
Designated Capital Expense	\$0.00	\$0.00	\$0.00	\$76,276.34	\$0.00	0.00%
Designated Program Expense	\$2,825.00	\$2,724.42	\$51,466.58	\$51,193.25	\$0.00	0.00%
<b>Total Designated Expenses</b>	<b>\$23,590.92</b>	<b>\$31,645.34</b>	<b>\$173,934.36</b>	<b>\$505,176.41</b>	<b>\$400,000.00</b>	<b>126.29%</b>
<b>Transfers &amp; Other Financing Uses</b>						
Transfer to CIF	\$0.00	\$0.00	\$0.00	\$0.00	\$425,000.00	0.00%
Transfer to Debt Service	\$0.00	\$0.00	\$0.00	\$0.00	\$25,000.00	0.00%
<b>Total Transfers &amp; Other Financing Uses</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$450,000.00</b>	<b>0.00%</b>
<b>Total Expenses</b>	<b>\$564,904.15</b>	<b>\$600,471.87</b>	<b>\$3,662,637.11</b>	<b>\$4,257,956.72</b>	<b>\$8,663,650.00</b>	<b>49.15%</b>
<b>NET SURPLUS/(DEFICIT)</b>	<b>(\$378,655.56)</b>	<b>(\$585,274.27)</b>	<b>\$699,481.15</b>	<b>\$514,299.80</b>	<b>\$910.00</b>	

**Northbrook Public Library**

**Income Statement**

10/31/23

	<b>PY Month</b>	<b>CY Month</b>	<b>PY YTD</b>	<b>CY YTD</b>	<b>CY Budget</b>	<b>50%</b>
<b>02 - IMRF/FICA Fund</b>						
<b>Revenues</b>						
<b>Undesignated Revenue</b>						
Property Tax Levy-IMRF	\$0.00	\$0.00	\$219,804.21	\$214,625.19	\$425,000.00	50.50%
Property Tax Levy FICA	\$0.00	\$0.00	\$149,466.87	\$145,945.13	\$289,000.00	50.50%
Interest Income IMRF	\$0.00	\$0.00	\$3.19	\$91.27	\$500.00	18.25%
Interest Income FICA	\$0.00	\$0.00	\$2.17	\$62.06	\$500.00	12.41%
<b>Total Undesignated Revenue</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$369,276.44</b>	<b>\$360,723.65</b>	<b>\$715,000.00</b>	<b>50.45%</b>
<b>Total Revenues</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$369,276.44</b>	<b>\$360,723.65</b>	<b>\$715,000.00</b>	<b>50.45%</b>
<b>Expenses</b>						
<b>Undesignated Expenses</b>						
<b>Human Resources</b>						
Employer IMRF	\$40,849.61	\$27,070.25	\$180,618.94	\$162,718.69	\$400,000.00	40.68%
Employer FICA	\$35,642.36	\$26,252.33	\$154,701.57	\$160,126.13	\$280,000.00	57.19%
<b>Total Human Resources</b>	<b>\$76,491.97</b>	<b>\$53,322.58</b>	<b>\$335,320.51</b>	<b>\$322,844.82</b>	<b>\$680,000.00</b>	<b>47.48%</b>
<b>Total Undesignated Expenses</b>	<b>\$76,491.97</b>	<b>\$53,322.58</b>	<b>\$335,320.51</b>	<b>\$322,844.82</b>	<b>\$680,000.00</b>	<b>47.48%</b>
<b>Total Expenses</b>	<b>\$76,491.97</b>	<b>\$53,322.58</b>	<b>\$335,320.51</b>	<b>\$322,844.82</b>	<b>\$680,000.00</b>	<b>47.48%</b>
<b>NET SURPLUS/(DEFICIT)</b>	<b>(\$76,491.97)</b>	<b>(\$53,322.58)</b>	<b>\$33,955.93</b>	<b>\$37,878.83</b>	<b>\$35,000.00</b>	

Northbrook Public Library

Income Statement

10/31/23

	PY Month	CY Month	PY YTD	CY YTD	CY Budget	50%
<b>03 - Capital Improvements Fund</b>						
<b>Revenues</b>						
<b>Undesignated Revenue</b>						
Interest Income	\$2,078.98	\$2,611.43	\$6,726.36	\$15,542.10	\$24,000.00	64.76%
Total Undesignated Revenue	\$2,078.98	\$2,611.43	\$6,726.36	\$15,542.10	\$24,000.00	64.76%
<b>Transfers &amp; Other Financing Sources</b>						
Transfer from General fund	\$0.00	\$0.00	\$0.00	\$0.00	\$425,000.00	0.00%
Total Transfers & Other Financing Sources	\$0.00	\$0.00	\$0.00	\$0.00	\$425,000.00	0.00%
<b>Total Revenues</b>	<b>\$2,078.98</b>	<b>\$2,611.43</b>	<b>\$6,726.36</b>	<b>\$15,542.10</b>	<b>\$449,000.00</b>	<b>3.46%</b>
<b>Expenses</b>						
<b>Undesignated Expenses</b>						
<b>Capital Projects &amp; Bond Expenses</b>						
Renovation/Repair	\$0.00	\$30,715.00	\$78,469.90	\$100,056.64	\$720,000.00	13.90%
Professional Fees	\$1,661.25	\$1,150.00	\$15,121.25	\$1,840.00	\$180,000.00	1.02%
Total Capital & Bond Expenses	\$1,661.25	\$31,865.00	\$93,591.15	\$101,896.64	\$900,000.00	11.32%
Total Undesignated Expenses	\$1,661.25	\$31,865.00	\$93,591.15	\$101,896.64	\$900,000.00	11.32%
<b>Total Expenses</b>	<b>\$1,661.25</b>	<b>\$31,865.00</b>	<b>\$93,591.15</b>	<b>\$101,896.64</b>	<b>\$900,000.00</b>	<b>11.32%</b>
<b>NET SURPLUS/(DEFICIT)</b>	<b>\$417.73</b>	<b>(\$29,253.57)</b>	<b>(\$86,864.79)</b>	<b>(\$86,354.54)</b>	<b>(\$451,000.00)</b>	

**Northbrook Public Library**

**Income Statement**

10/31/23

	PY Month	CY Month	PY YTD	CY YTD	CY Budget	50%
<b>05 - Debt Service Fund</b>						
<b>Revenues</b>						
<b>Undesignated Revenue</b>						
Property Tax Levy	\$0.00	\$0.00	\$391,794.54	\$384,254.84	\$760,900.00	50.50%
Interest Income	\$0.00	\$0.00	\$5.68	\$163.40	\$0.00	0.00%
Total Undesignated Revenue	\$0.00	\$0.00	\$391,800.22	\$384,418.24	\$760,900.00	50.52%
<b>Total Revenues</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$391,800.22</b>	<b>\$384,418.24</b>	<b>\$760,900.00</b>	<b>50.52%</b>
<b>Expenses</b>						
<b>Undesignated Expenses</b>						
<b>Capital Projects &amp; Bond Expenses</b>						
Interest Payments	\$0.00	\$0.00	\$183,775.00	\$175,450.00	\$350,900.00	50.00%
Principal Payments	\$0.00	\$0.00	\$0.00	\$0.00	\$410,000.00	0.00%
Total Capital & Bond Expenses	\$0.00	\$0.00	\$183,775.00	\$175,450.00	\$760,900.00	23.06%
Total Undesignated Expenses	\$0.00	\$0.00	\$183,775.00	\$175,450.00	\$760,900.00	23.06%
<b>Total Expenses</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$183,775.00</b>	<b>\$175,450.00</b>	<b>\$760,900.00</b>	<b>23.06%</b>
<b>NET SURPLUS/(DEFICIT)</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$208,025.22</b>	<b>\$208,968.24</b>	<b>\$0.00</b>	



## OCTOBER 2023 FINANCIAL SUMMARY

I want to highlight that the budget is allocated evenly throughout the year while actual expenditures are recorded on a cash basis as paid.

Total General Fund revenues collected to date is \$4,772,256.52

- Property Taxes – 51.53% of property taxes have been collected
- Replacement Taxes – budget number is a conservative estimate – At this time allocations are higher due to legislative changes. This revenue is collected by the State of Illinois and paid to local governments to replace money that was lost by local governments when their powers to impose personal property taxes on corporations, partnerships, and other business entities were taken away.
- Impact Fees – these are collected when occupancy is granted to the builder – to be conservative we do not budget for this since we are unaware of builder timelines.
- Fines, Fees & Rentals budget is a conservative estimate – we have collected more than budget – the breakdown is as follows
  - 15% is fines and lost item / replacement collections
  - 63% is non-resident fees
  - 22% is copy machine collections
- Interest Income is a conservative estimate – we have collected more than budget

Total General Fund expenditures are \$4,257,956.72, budget differences include:

- CCS Shared Costs is greater than budget due to 8 months of expense being booked as of 10/31/23
- Unemployment / Workers Compensation is greater than budget due to invoice being paid annually - the amount booked represents 10 months of expense
- Photocopy is greater than budget due to
  - Booking 9 months of copier lease expense
  - Booking 6 months of printer / copier usage
  - Booking 12 months of coin tower and scan station lease
- Supplies is less than budget due to expenses being recorded when incurred not evenly throughout the year

- Software is greater than budget due to annual renewals being recorded when paid
- Postage is greater than budget due to annual deposit being recorded when paid
- General Insurance is greater than budget due to invoice being paid annually - the amount booked represents 10 months of expense
- Furniture, Equipment is greater than budget due to purchase of technology equipment and YS furniture – costs recorded when paid
- Equipment Rental & Maintenance is greater than budget due to
  - Booking 12 months of maintenance for RFID and AMH
- Community Relations is less than budget due to expenses being recorded when incurred not evenly throughout the year
- Vehicle Expense is less than budget due to less usage and fewer repairs
- Utilities is less than budget due to gas costs being higher in the winter as compared to summer
- Building Repairs is less than budget due to costs being recorded when incurred not evenly throughout the year
- Recruiting is less than budget due to using no cost options to publish employment opportunities and voiding a check issued for background checks as we are looking for a new method; reclass of background checks for volunteers booked in October 2023
- Board Development is greater than budget due to staff appreciation event booked in October 2023

Northbrook Public Library  
Bills, Charges and Transfers for Board of Trustee Approval  
Month of October 23

<b>Operating Funds</b>		
Library Claims List	\$	174,935.13
Librarian's Claims List	\$	14,393.73
Payroll	\$	341,694.59
Fica/IMRF	\$	53,322.58
ACH to IPBC	\$	76,061.64
<b>Total Operating Funds</b>	<u>\$</u>	<u>660,407.67</u>
<b>Capital Improvement Fund</b>		
Claims List	\$	31,865.00
	<u>\$</u>	<u>31,865.00</u>
<b>Debt Service Fund</b>		
<b>Grand Total Library</b>	<u>\$</u>	<u>692,272.67</u>

Northbrook Public Library  
Bank Register Report  
Northbrook Bank & Trust General Checking

Transaction Number	Transaction Date	Vendor	Amount	Description
26066	9/21/2023	VOID - Polyworks	(\$5,000.00)	
26073	9/29/2023	VOID - Continental Resources, Inc	(\$75,894.33)	
26080	9/29/2023	VOID - HR Source	(\$1,354.00)	
26105	10/19/2023	Continental Resources, Inc	\$82,147.79	annual payment - furniture & equipment - switches and IT lifecycle
26106	10/19/2023	First Bankcard	\$5,876.69	monthly payment - supplies
26107	10/19/2023	HR Source	\$1,025.00	annual payment - staff development
26108	10/31/2023	All American Entertainment	\$3,750.00	ILP
26109	10/31/2023	American Library Association, Membership	\$641.00	monthly payment - supplies
26110	10/31/2023	Asian Improv aRTs Midwest	\$750.00	monthly payment - programs - one book
26113	10/31/2023	Baker & Taylor	\$19,848.02	monthly payment - materials
26114	10/31/2023	Best Quality Cleaning	\$5,639.25	monthly payment - contracted services
26115	10/31/2023	Continental Resources, Inc	\$2,432.86	annual payment - furniture & equipment - IT lifecycle
26116	10/31/2023	Cooperative Computer Service	\$24,654.39	quarterly payment - OCLC & CCS Shared Costs
26117	10/31/2023	Fifth Star Collective, LLC	\$937.50	ILP
26118	10/31/2023	Grainger	\$934.77	monthly payment - janitorial supplies
26119	10/31/2023	Kenneth Liu	\$5,000.00	ILP
26120	10/31/2023	MatterHackers, Inc.	\$7,141.39	annual payment - fixed asset
26121	10/31/2023	Midwest Tape LLC	\$7,258.04	monthly payment - materials
26122	10/31/2023	NewsBank, Inc.	\$14,027.00	annual payment - materials - database
26123	10/31/2023	North American Corp of Illinois	\$1,900.87	monthly payment - janitorial supplies
26124	10/31/2023	OCLC, Inc.	\$816.94	annual payment - software
26125	10/31/2023	Outsource Solutions Group, Inc.	\$20,929.56	monthly payment - contracted services & software
26126	10/31/2023	Overdrive	\$12,227.65	monthly payment - materials
26127	10/31/2023	Pacyworks Studio Inc.	\$5,000.00	ILP
26128	10/31/2023	Rakes Rogues Scoundrels LLC	\$3,000.00	ILP
26129	10/31/2023	Reaching Across Illinois Library System	\$1,375.00	annual payment - programs - ILP participation
26130	10/31/2023	Schlesinger Machinery, Inc.	\$632.00	annual payment - equipment repair & maintenance
26131	10/31/2023	Symmetry Energy Solutions, LLC	\$2,689.97	monthly payment - utilities
26132	10/31/2023	Tango with Winnie	\$800.00	monthly payment - programs
26133	10/31/2023	Wells Fargo Vender Fin Serv	\$765.00	monthly payment - photocopy
26134	10/31/2023	Martha Wilson	\$4,500.00	ILP
26135	10/31/2023	Authors Unbound Agency	\$10,101.68	ILP and monthly payment - programming - one book
26136	10/31/2023	Amazon Capital Services	\$2,655.76	monthly payment - supplies
26137	10/31/2023	BamboohR	\$6,960.33	annual payment - software
26138	10/31/2023	Graeter's	\$765.00	annual payment - board development

\$174,935.13

**Northbrook Public Library**  
**Bank Register Report**  
**Northbrook Bank & Trust Librarian Checking**

Transaction Number	Transaction Date	Vendor	Amount
53320	10/11/2023	Costco	\$250.00
53321	10/16/2023	Aquatic Works LTD	\$185.00
53322	10/16/2023	Cardio Partners Inc.	\$505.75
53323	10/16/2023	Chicago Tribune	\$288.99
53324	10/16/2023	Collective Resource, Inc.	\$26.50
53325	10/16/2023	ELM USA Inc	\$397.45
53326	10/16/2023	LeAnn M Hibler	\$120.00
53327	10/16/2023	Illinois State Police	\$100.00
53328	10/16/2023	Limricc - UCGA	\$521.59
53329	10/16/2023	Vu Nguyen	\$22.39
53330	10/16/2023	Petty Cash Custodian	\$91.76
53331	10/16/2023	Pitney Bowes Inc.	\$165.54
53332	10/16/2023	Pryor Learning Solutions, Inc.	\$149.00
53333	10/16/2023	Reds Garden Center	\$56.00
53334	10/16/2023	St. Charles Public Library	\$21.74
53335	10/16/2023	Wisconsin Glacier Springs Company	\$21.25
53336	10/16/2023	WM Corporate Services Inc.	\$564.71
53337	10/30/2023	A-Z Mindfulness	\$150.00
53338	10/30/2023	American Button Machines	\$56.38
53339	10/30/2023	Ancel Glink P.C.	\$517.50
53340	10/30/2023	Victor Asuncion	\$500.00
53341	10/30/2023	Baker & Taylor Entertainment	\$229.93
53342	10/30/2023	Svetlana Belsky	\$500.00
53343	10/30/2023	Blackstone Publishing	\$41.60
53344	10/30/2023	Nancy Buehler	\$250.00
53345	10/30/2023	Chicago Sun Times	\$397.20
53346	10/30/2023	Chunky Scones, Inc.	\$200.00
53347	10/30/2023	Cintas	\$506.90
53348	10/30/2023	Theofano Davidson	\$17.00
53349	10/30/2023	Renee Dushman	\$20.95
53350	10/30/2023	Carolyn Enger	\$500.00
53351	10/30/2023	Sabina Fazlic	\$125.00
53352	10/30/2023	Fun Express, LLC	\$87.62
53353	10/30/2023	Gale/Cengage Learning Inc.	\$484.63
53354	10/30/2023	Jo I Gayle	\$250.00
53355	10/30/2023	Michael Gershbein	\$200.00
53356	10/30/2023	Glenview Chess Club LLC	\$200.00

Northbrook Public Library  
Bank Register Report  
Northbrook Bank & Trust Librarian Checking

Transaction Number	Transaction Date	Vendor	Amount
53357	10/30/2023	Benjamin Goluboff	\$250.00
53358	10/30/2023	Trevor Grewe	\$9.99
53359	10/30/2023	Halloran & Yauch, Inc.	\$150.00
53360	10/30/2023	Happiness Forward LLC	\$100.00
53361	10/30/2023	The Home Depot Credit Services	\$34.94
53362	10/30/2023	Illinois Heartland Library System-OCLC	\$20.26
53363	10/30/2023	Information Today, Inc.	\$483.53
53364	10/30/2023	Lechner Services	\$116.80
53365	10/30/2023	Library Ideas LLC	\$105.33
53366	10/30/2023	Kathleen Jo Zeigler Mitchem	\$300.00
53367	10/30/2023	Kathleen Jo Zeigler Mitchem	\$250.00
53368	10/30/2023	Howard P Mock	\$150.00
53369	10/30/2023	Oak Brook Mechanical Services, Inc.	\$445.00
53370	10/30/2023	Playaway Products	\$41.93
53371	10/30/2023	Olga Rudiak	\$300.00
53372	10/30/2023	Jennifer Sciortino	\$17.99
53373	10/30/2023	Sujin Song	\$100.00
53374	10/30/2023	Sphero, Inc.	\$62.65
53375	10/30/2023	Natasha Stojanovska	\$500.00
53376	10/30/2023	Sunset Food Mart, Inc.	\$27.70
53377	10/30/2023	Swank Motion Pictures Inc.	\$521.00
53378	10/30/2023	Jill Swartzmiller	\$17.99
53379	10/30/2023	Teacher Dan	\$150.00
53380	10/30/2023	Teacher Dan	\$150.00
53381	10/30/2023	Teacher Dan	\$150.00
53382	10/30/2023	Tsai Fong Books, Inc.	\$286.64
53383	10/30/2023	UPS	\$170.77
53384	10/30/2023	VSP of Illinois, NFP	\$401.01
53385	10/30/2023	Yami Vending Inc.	\$357.82

\$14,393.73

Northbrook Public Library  
 Bank Register Report  
 Northbrook Bank & Trust Capital Improvements

Transaction Number	Transaction Date	Vendor	Amount	Description
1892	10/30/2023	All American Exterior Solutions	\$9,800.00	Penthouse repair work
1893	10/30/2023	Ancel Glink P.C.	\$1,150.00	Projects - Chiller (\$402.50) and Elevator (\$747.50)
1894	10/30/2023	F.E. Moran, Inc. - Fire Protection - North	\$1,370.00	Fire Sprinkler repair work
1895	10/30/2023	Oak Brook Mechanical Services, Inc.	\$19,545.00	HVAC repair work
			<u>\$ 31,865.00</u>	

# NORTHBROOK PUBLIC LIBRARY

## BI-ANNUAL REVIEW OF MINUTES AND RECORDINGS NOVEMBER 2023

### A. Closed Session Minutes to Review

Make determinations about written minutes of closed sessions to release or keep closed.

Date	Reason	Recommendation
10/21/2021	Trustee Vacancy	Release
11/1/2021	Trustee Vacancy	Release
11/2/2021	Trustee Vacancy	Release

Motion: To approve the release of the October 21, 2021, November 1, 2021 and November 2, 2021 executive session minutes.

### B. Closed Session Recordings to Review

Make determinations about recordings of closed sessions for which the written minutes have been approved and/or released. Recordings may be destroyed if the written minutes have been approved (even if not released) and at least 18 months have passed. A separate motion must be made to destroy closed session recordings.

Date	Reason	Eligible for Destruction
11/1/2021	Trustee Vacancy	6/2023
11/2/2021	Trustee Vacancy	6/2023

Motion: To destroy the verbatim recordings of closed session meetings from November 1, 2021 and November 2, 2021.



## MINUTES FOR THE EXECUTIVE MEETING OF THE BOARD OF TRUSTEES OF THE NORTHBROOK PUBLIC LIBRARY

Date of executive meeting	<u>10/21/21</u>	Time meeting started	<u>8:11 pm</u>
Date minutes approved	<u>                                </u>	Time meeting adjourned	<u>9:00 pm</u>
19 month review date	<u>5/23</u>	Recording Destroyed by	<u>                                </u>
Meeting Location	Northbrook Public Library Interactive Classroom		

**I. Call to Order/Roll Call**

In an open meeting, motion made by Ms. Bergstein seconded by Ms. Crisham to go into executive session pursuant to 5 ILCS 120 for the consideration of  
(choose all applicable)

5 ILCS  
120/2(c)1

The appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee of the public body or against legal counsel for the public body to determine its validity

**X**

5 ILCS  
120/2(c)3

The selection of a person to fill a public office, as defined in this Act, including a vacancy in a public office when the public body is given power to appoint under law or ordinance, or the discipline, performance, or removal of the occupant of a public office, when the public body is given power to remove the occupant under law or ordinance

5 ILCS  
120/2(c)5

The purchase or lease of real property for the use of the public body, including meetings held for the purpose of discussing whether a particular parcel should be acquired.

5 ILCS  
120/2(c)11

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 the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting.

OTHER

**Roll Call Vote:**

Aye: Ms. Bergstein, Ms. Crisham, Mr. Glaubinger, Ms. Xu, Ms. Young, Ms. Unikel

Nay: None

Abstain:

Others present: Ms. Kate Hall

## II. Summary of the nature of the matter considered.

Trustees reviewed applicants for vacant trustee position and chose 9 to set-up interviews with. They reviewed interview questions and discussed the format for the interviews.

## III. Adjournment

Ms. Bergstein moved, seconded by Ms. Young, to adjourn the executive session and return to open session.

### Roll Call Vote:

Aye: Ms. Bergstein, Ms. Crisham, Mr. Glaubinger, Ms. Xu, Ms. Young, Ms. Unikel

Nay:

Abstain:

Time the executive session adjourned: 9:00 pm

*Maura Crisham*

Maura Crisham (Nov 19, 2021 16:27 CST)

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Recording Secretary

# MINUTES FOR THE EXECUTIVE MEETING OF THE BOARD OF TRUSTEES OF THE NORTHBROOK PUBLIC LIBRARY

Date of executive meeting: 11/1/21

Time meeting started: 6:35 pm

Time meeting paused: 7:50 pm

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Date of executive meeting

Time meeting reopened: 6:30 pm

Reopened: 11/2/21

Time meeting adjourned: 8:44 pm

---

Date minutes approved:

19-month review date: 6/23

Recording Destroyed by:

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Meeting Location: Northbrook Public Library - Civic Room

## I. Call to Order/Roll Call

In an open meeting, motion made by Ms. Young seconded by Ms. Bergstein to go into executive session pursuant to 5 ILCS 120 for the consideration of

(choose all applicable)

5 ILCS 120/2(c)1

The appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee of the public body or against legal counsel for the public body to determine its validity

5 ILCS120/2(c)3

The selection of a person to fill a public office, as defined in this Act, including vacancy in a public office when the public body is given power to appoint under law or ordinance, or the discipline, performance, or removal of the occupant of a public office, when the public body is given power to remove the occupant under law or ordinance

5 ILCS120/2(c)5

The purchase or lease of real property for the use of the public body, including meetings held for the purpose of discussing whether a particular parcel should be acquired.

5 ILCS120/2(c)11

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 the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting.

OTHER

Roll Call Vote:

Aye: Ms. Bergstein, Ms. Crisham, Mr. Glaubinger, Ms. Xu, Ms. Young, Ms. Unikel

Nay: None

Abstain:

Others present:

II. Summary of the nature of the matter considered.

Trustee interviews of following candidates: Ms. Courtney Fong, Ms. Melissa Karrer, Ms. Stacy Oliver, Ms. Marcia Franklin, Ms. Sophia Sun, Ms. Janet Spector Bishop, and Mr. John Schuman for vacant seat.

III. Adjournment

Ms. Young moved, seconded by Ms. Crisham, to adjourn the executive session and return to open session.

Roll Call Vote:

Aye: Ms. Bergstein, Ms. Crisham, Mr. Glaubinger, Ms. Xu, Ms. Young, Ms. Unikel

Nay:

Abstain:

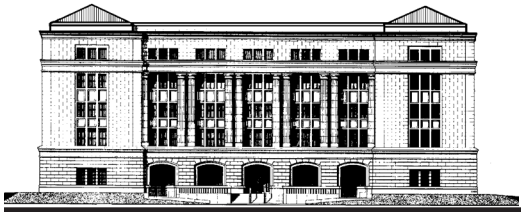
Time the executive session adjourned: 8:44 pm

*Maura Crisham*

Maura Crisham (Nov 19, 2021 16:27 CST)

---

Recording Secretary



**JESSE WHITE • Secretary of State & State Librarian**  
Illinois State Library, Gwendolyn Brooks Building  
300 South Second Street, Springfield, IL 62701-1796  
**WWW.CYBERDRIVEILLINOIS.COM**

**Illinois State Library**

**ILLINOIS PUBLIC LIBRARY PER CAPITA AND  
EQUALIZATION AID GRANT APPLICATION**

As required by The Illinois Library System Act (23 Ill. Adm. Code 3030.200 (a)(2)(I) and (J)), to be eligible for funding, the applying public library shall have completed the Illinois Public Library Annual Report (IPLAR) and the annual certification process to confirm eligibility for grants administered by the Illinois State Library.

The Library Board of Trustees agrees to expend the funds received for the purposes outlined in the application as approved by the Illinois State Library, and as stipulated by the Illinois Library Systems Act (75 ILCS 10/8 and 10/8.1) and Illinois State Library Grant Programs (23 Ill. Adm. Code 3035.115 and 3035.135).

The Library Board of Trustees affirms that all grant funds received as a result of this application shall be used to provide public library service to its community by supplementing the library's regular budget and that it will not reduce, nor cause to have reduced, the public library's levy in the current or next fiscal year.

The Library Board of Trustees agrees that the Illinois State Library or its designee shall have the right to examine any of the records directly related to this grant.

**Legal Name of Library:** \_\_\_\_\_

**Library's Control Number:** \_\_\_\_\_ **Branch Number:** \_\_\_\_\_ **Today's Date:** \_\_\_\_\_

**Contact information of the person completing this grant application:**

**Preparer's Name:** \_\_\_\_\_  
*(First Name)* *(Last Name)*

**Preparer's Title:** \_\_\_\_\_

**Preparer's Phone Number:** \_\_\_\_\_

**Preparer's Email Address:** \_\_\_\_\_

**By checking this box, I certify: 1) that I have the authority to submit this application on behalf of the Library Board of Trustees, and 2) that the statements herein are true, complete and accurate to the best of my knowledge. The Library Board of Trustees is aware that any false, fictitious or fraudulent statements or claims may be subject to civil, criminal or administrative penalties.**

**Changes in the population count** for the eligible service area must be documented and supporting information that details the increase or decrease shall be submitted electronically with this application. Documentation must include one of the following:

- A U.S. Census certification (e.g., correction or special census) that has been filed with the Office of the Secretary of State Index Department prior to submission of the application.
- For population changes, annexations or disconnects that are typically not documented by the U.S. Census, the library must submit appropriate and substantial supporting information, including a certified population count. Examples include, but are not limited to: legal documentation from an appropriate municipal corporate authority or a library district's referenda questions and certified results.

If the population has not changed, no additional documentation is necessary.

**Service Area Population** \_\_\_\_\_

**Part I. Review of *Serving Our Public 4.0: Standards for Illinois Public Libraries* (© Illinois Library Association, 2019)**

To be eligible for a per capita grant, a public library shall show that it will either meet or show progress toward meeting the Illinois library standards as most recently adopted by the Illinois Library Association (75 ILCS 10/8.1).

A grant applicant with below standard performance levels must raise or improve its performance levels in relation to the standards according to the objectives, time frames and priorities the library shall state in the application and which are consistent with the terms of the plan of service of the system of which it is a member. (23 ILAC 3035.115)

The Library Director and the Board of Trustees shall review the entirety of *Serving Our Public 4.0: Standards for Illinois Public Libraries*. To complete this application, refer to the checklist at the conclusion of each chapter.

**Chapter 1: Core Standards**

**Explain** the objectives and priorities to be undertaken during the ensuing year to improve the library's performance levels where the chapter's standards are not met or the library is making progress toward meeting those standards. If the library meets all Core Standards, please indicate. (150 word limit)

## Chapter 2: Governance and Administration

**Explain** the objectives and priorities to be undertaken during the ensuing year to improve the library's performance levels where the chapter's standards are not met or the library is making progress toward meeting those standards. If the library meets all components of the Governance and Administration checklist, please indicate. (150 word limit)

## Chapter 3: Personnel

**Explain** the objectives and priorities to be undertaken during the ensuing year to improve the library's performance levels where the chapter's standards are not met or the library is making progress toward meeting those standards. If the library meets all components of the Personnel checklist, please indicate. (150 word limit)

## Chapter 4: Access

**Explain** the objectives and priorities to be undertaken during the ensuing year to improve the library's performance levels where the chapter's standards are not met or the library is making progress toward meeting those standards. If the library meets all components of the Access checklist, please indicate. (150 word limit)

## Chapter 5: Building Infrastructure and Maintenance

**Explain** the objectives and priorities to be undertaken during the ensuing year to improve the library's performance levels where the chapter's standards are not met or the library is making progress toward meeting those standards. If the library meets all components of the Building Infrastructure and Maintenance checklists, please indicate. (150 word limit)



## Chapter 6: Safety

**Explain** the objectives and priorities to be undertaken during the ensuing year to improve the library's performance levels where the chapter's standards are not met or the library is making progress toward meeting those standards. If the library meets all components of the Safety checklist, please indicate. (150 word limit)

## Chapter 7: Collection Management

**Explain** the objectives and priorities to be undertaken during the ensuing year to improve the library's performance levels where the chapter's standards are not met or the library is making progress toward meeting those standards. If the library meets all components of the Collection Management checklist, please indicate. (150 word limit)

## **Chapter 8: System Member Responsibilities and Resource Sharing**

**Explain** the objectives and priorities to be undertaken during the ensuing year to improve the library's performance levels where the chapter's standards are not met or the library is making progress toward meeting those standards. If the library meets all components of the System Membership Responsibilities and Resource Sharing checklist, please indicate. (150 word limit)

## **Chapter 9: Public Services: Reference and Reader's Advisory Services**

**Explain** the objectives and priorities to be undertaken during the ensuing year to improve the library's performance levels where the chapter's standards are not met or the library is making progress toward meeting those standards. If the library meets all components of the Reference Service checklist and the Reader's Advisory Service checklist, please indicate. (150 word limit)

## Chapter 10: Programming

**Explain** the objectives and priorities to be undertaken during the ensuing year to improve the library's performance levels where the chapter's standards are not met or the library is making progress toward meeting those standards. If the library meets all components of the Programming checklist, please indicate. (150 word limit)

## Chapter 11: Youth/Young Adult Services

**Explain** the objectives and priorities to be undertaken during the ensuing year to improve the library's performance levels where the chapter's standards are not met or the library is making progress toward meeting those standards. If the library meets all components of the Youth/Young Adult Services checklist, please indicate. (150 word limit)

## Chapter 12: Technology

**Explain** the objectives and priorities to be undertaken during the ensuing year to improve the library's performance levels where the chapter's standards are not met or the library is making progress toward meeting those standards. If the library meets all components of the Technology checklist, please indicate. (150 word limit)

## Chapter 13: Marketing, Promotion and Collaboration

**Explain** the objectives and priorities to be undertaken during the ensuing year to improve the library's performance levels where the chapter's standards are not met or the library is making progress toward meeting those standards. If the library meets all components of the Marketing, Promotion and Collaboration checklist, please indicate. (150 word limit)

## Part II: Planned Use of Grant Funds

**Describe** objectives and priorities for use of grant monies to meet or improve performance levels in relation to the standards in *Serving Our Public 4.0: Standards for Illinois Public Libraries* (23 ILAC 3035.115). Use general categories in identifying actual planned expenditures. Do NOT include monetary figures or specific brands.

### 03.5 Personal Time

Created:	February 2020	Updated:	November 2022
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The library provides paid personal time as a benefit to ~~full-time, regular part-time, and part-time-all~~ employees pursuant to Illinois' Paid Leave for All Workers Act. On January 1, full-time, regular part-time, and part-time employees receive one week of personal time based on their budgeted weekly hours and substitutes receive 5 hours of personal time.

During their first calendar year of employment, employees are granted personal time based on when they are hired:

	<u>Hired January 1<sup>st</sup> to March 31<sup>st</sup></u>	<u>Hired April 1<sup>st</sup> to September 30<sup>th</sup></u>	<u>Hired October 1<sup>st</sup> to December 31<sup>st</sup></u>
<u>Full-Time, regular part-time, and part-time</u>	<u>granted the full week</u>	<u>granted half a week</u>	<u>receive no personal time until the following January 1.</u>
<u>Substitutes</u>	<u>granted 5 hours</u>	<u>granted 2.5 hours</u>	<u>receive no personal time until the following January 1.</u>

~~employees hired from January 1<sup>st</sup> to March 31<sup>st</sup> are granted the full week; employees hired from April 1<sup>st</sup> to September 30<sup>th</sup> are granted half a week; and employees hired from October 1<sup>st</sup> to December 31<sup>st</sup> receive no personal time until the following January 1.~~

For full-time, regular part-time and part-time employees, these days may be taken at any time during the year with the prior consent of the manager if the leave is foreseeable. Where the need for leave is not foreseeable, the employee is expected to notify their manager as soon as practical. Substitutes may use the paid time for any hours they were scheduled to work and should notify their manager as soon as practical when the need for leave arises. Personal time may not be carried over into the following calendar year.

There will be no payment for unused personal time upon termination of the employee.

# Library of Things

## Introductory paragraph

The Library of Things collection (hereafter referred to as the LoT) houses items selected to entertain and spark learning, connection, and creativity, expanding the boundaries of traditionally-defined library materials. The collection contains a broad range of objects, that allow the community to share items infrequently used by the individual or to try out something new before purchasing. While the collection began as a group of circulating technology, it has expanded to include analog and digital items and is funded by the library's larger materials budget.

## Criteria for selection

- Community interest and requests
- Staff recommendations and expertise
- Portability and ability to be stored in designated areas in the library when not checked out
- Accessibility
- Durability
- Product reviews
- Safety/liability issues
- Manageable upkeep/availability of replacement parts
- Cost

## Goals and Implementation

The LoT collection exists to provide nontraditional circulating items for patrons. As part of the library's commitment to sustainability, the LoT allows the community to share useful objects while cutting down on duplication and consumer waste. Our guiding principles in the creation and maintenance of the LoT collection are:

- 1) To provide items suitable for one-time or short-term use
- 2) To provide patrons with a chance to try items before they make a decision to purchase
- 3) To provide items that enhance the quality of life while educating patrons about their availability



## Influencing Factors

Selectors may look to other libraries for ideas or requests and consider whether they are available to Northbrook patrons via interlibrary loan. Special consideration should be given to items which are requested more than once or by multiple patrons using the same hold ratios as print materials. Purchasing additional items should be considered for an object which has multiple holds if the budget and storage space allow. Items and their containers should be strong enough to withstand the wear and tear of multiple circulations.

## Weeding and Retention

LoT items will be retained based on condition, demand, and storage space. Items may be withdrawn and/or replaced on a life cycle basis as determined by criteria such as the item's age or usage statistics. If an item is lost or damaged it may be replaced if it continues to meet the criteria for selection listed above.

# Director's Report

November 2023

## Agenda Items

### 3 Consent Agenda

- 3.6 Semi Annual Review of Closed Meeting Minutes per 5 ILCS 120/2.05  
We are recommending opening the minutes and disposing of the recordings.
- 3.7 Approve Annual Per Capita Grant Application  
This is the annual grant that we apply for from the Illinois State Library. It is used for technology purchases.
- 3.8 Approve updated Personal Time Policy for the Paid Leave for All Workers Act (820 ILCS 192)  
The policy change made is for substitutes as the new law requires paid leave for temporary and substitute workers as well as part-time and full-time.
- 3.9 Approve Library of Things Collection Development  
This is a new policy and mirrors our other collection development policies.

### 9 Unfinished Business

- 9.1 Strategic Plan Project Update  
I have provided a written update in the packet. We are still in the data gathering and analyzing phase and will be moving to the next phase in early 2024.
- 9.2 Lily Zheng EDI Report Update  
I have provided a written update in the packet based on the work that has been done in the past month.
- 9.3 HVAC Chiller Update  
Anna has an update for the board that will be discussed in closed session.

### 10 New Business

- 10.1 TK Elevator Passenger Elevator Modernization Proposal  
Anna has provided a memo detailing the project and provided the proposal and contract for the board's review.

## 12 Agenda Building

- Security Camera Policy
- Executive Director Evaluation process
- Auditorium rentals

## Board News & Reminders

There is no December board meeting. The board will meet again on January 18, 2024 for our regular meeting and on Saturday, January 20, 2024 at 9am for our Strategic Plan Board meeting.

I will be on vacation from November 23-December 4 and Kelly Durov will be in charge in my absence.

In December, there will be an exhibit of Korean American photographers presented by the Keumsil Cultural Society. Board members are invited to the opening reception on Saturday, December 2 from 2-4pm in the Pollak room. Kelly Durov will be present to give opening remarks from the library. Please let Kelly or I know if you are able to be in attendance.

Each year we welcome Northbrook students in Grades 9-12 to drop by and study for final exams at the library, and we typically have 500-1,000 students studying over 3-4 days. This year we are back to serving pizza to the students for Finals Café and are inviting board members to come and help serve pizza in Pollak. If you would like to help on one of the days, please let me know.

- Saturday, January 13 at 2:00pm
- Sunday, January 14 at 2:00pm
- Monday, January 15 at 7:00pm
- Tuesday, January 16 at 7:00pm

Board members are invited to mark your calendars for the Lunar New Year Festival Show in partnership with the Northbrook Chinese Community Service Association on February 17, 2024 at 2pm.

# Updates

## Programming

### One Book One Northbrook



From left, Naomi Hirahara of Pasadena, California, author of “Clark and Division,” and historian Erik Matsunaga of the Chicago Budlong Woods neighborhood, outside of the auditorium for a presentation timed with the library’s One Book, One Northbrook, biannual community read. Taken on Oct. 18, 2023. Photo by Karie Angell Luc

We had a successful month of programs in October for One Book, One Northbrook. The author event featuring a conversation with Naomi Hirahara drew 130 people to the Auditorium, plus another 70 virtual attendees. This is a link to the Trib local article: <https://www.chicagotribune.com/suburbs/northbrook/ct-nbs-northbrook-one-book-tl-1026-20231023-4wepgq4afvbr5msl2k5mhw7kqm-story.html>

We ended the series with the Tsukasa Taiko Drumming group, which had 84 attendees in the Auditorium. The series included a good mix of education, entertainment, and discussion programs. It was wonderful to see patrons attend several events in the series.





From Sara Chase, a note received from Anne Shimojima, presenter for Sakura Tales on 10/21:

*Thank you so very much for bringing me to Northbrook to tell Japanese stories! It's so nice to have an adult audience for folk tales for a change. And of course, being in person is so much better than telling stories on Zoom!*

*I don't know if I told you, but the gentleman who joined us was Mr. Naoya Kishi, who is with the Consulate-General of Japan in Chicago. I met him several years ago and run in to him occasionally at Japanese American events. It was so nice of him to come! I didn't know the woman all the way to my right but she told me she was Chinese and she actually recommended a Japanese restaurant to us. The woman that Jonathan and I were talking to after the program is half Japanese. After our conversation I will be sending her information on how to get her family's incarceration camp records from the National Archives, so it was good that we were able to talk. So you had a hand in that!*

*Be well and have a wonderful rest of the year!*

*Gratefully yours,  
Anne*

Having a month of programs around the themes of the book fosters a sense of community. I want to recognize the staff who helped with the planning and promotion of this series including Phil Collins, Caitlyn Hannon, Kimberly Anne, Stephanie Bremner, Kelly Kayed, Susan Schmidt, Lev Kalmens, Sara Chase, Lori Siegel, Linda Vering, and Princess Gonzalez Esparza.

## Winter Reading



The Reading Programs Committee is implementing a new reading program software called Beanstack. We are getting ready for “Go Live” in conjunction with the launch of Winter Reading on December 1. This year’s theme is Game On and has a number of fun prizes including a mug for people who finish the challenge. Board members are invited to sign-up online or in person.

## Youth Programming

Julianne Medel, the School and Supported Services Librarian, hosted the School Librarian Meet-Up, formerly the School Librarian Breakfast, on Monday, October 16.

Accessibility Hour, a supported program for patrons with disabilities, was held on Sunday, October 15 from 12-1pm with Bach to Rock, who provided a sensory friendly musical petting zoo. Julianne Medel coordinated with all Adult Services, Circulation, Youth Services, Administration and Security to open the library an hour early. 51 patrons visited the library during the event.



YS Library Assistants Liz Becker and Urye Min, along with YS staff, planned and prepared for the annual Halloween Storyfest on Friday, October 27. 115 patrons attended the program, which included crafts, sensory bins, spider web crawl, magic painting, apple picking imaginative play, scavenger hunt, and Halloween Storytime.



**Northbrook Public Library**

Posted by Linda Vering

Oct 28 · 🌐

We had so much fun at our Halloween Story Fest yesterday (and we loved seeing all of your amazing costumes). 🍊 ✨ We hop... See more



[See insights and ads](#)

[Boost post](#)

👍❤️ 23

Posted: October 28  
Facebook Reach: 1,245  
Reactions: 23 (192 post engagements)



## Friends of the Library

The Friends had a very successful National Friends of the Library Week. The co-sponsored several One Book program, hosted an after hours movie event for Friends members only, had a Book Sale, and provided a letter and treats for library staff appreciation

## Partnerships

Events Production screened What's Love Got to Do With It in partnership with SHALVA, as part of Domestic Violence Awareness Month. There were 20 people in attendance and a table in the lobby with helpful items for people to take.

Adult Services and Events Production staff worked with a local senior group who advertised to their email list that their program would be held at the library, but had forgotten to book a room. The room they wanted was booked for the time they sent out. Staff mobilized quickly so that the event could be held in the auditorium, ensuring that the 50 attendees had a location for their presentation.

This month wrapped up our first collaboration with the school districts on registering youth for library cards through Spring school registration. We had a great response from the schools, and we were excited to connect with 1,936 students.

	District 27	District 28	District 30	District 31	Glenbrook North High School	Totals
# of entries submitted	471	588	229	101	547	1936
# of cards mailed out	427	556	207	97	524	1811
# of packets without cards mailed out	44	32	19	4	23	122
# of cards and packets picked up before mailing	0	0	3	0	0	3
# of new Cards for Kids issued	12	39	2	48	51	152
# of Cards for Kids updated	2	3	0	0	5	10

## Operations

### Facilities

We have had several instances of a natural gas smell coming from outside the building. Nicor has been here 3-4 times and found and resolved one leak but there still seems to be an intermittent leak. Facilities staff continue to monitor and work with Nicor to troubleshoot the issue.



## Technology

Kelly Durov worked with OSG to complete two surveys about library technology. The Illinois Broadband survey asked about our access to hardware, software, and broadband and how we are using it. Similarly, the Public Library Association had a technology survey that also asked about our technology. The data provided in both cases will be used at the state and federal level for benchmarking libraries technology and informing policy and grant funding decisions.

The PLA data will also be posted to a portal called "PLA Benchmark" which gives subscribers access to the data as well as some basic analysis via dashboards that PLA staff create. The surveys gave us an opportunity to engage in advocacy efforts for building state and federal access to affordable broadband as well concerns about increasing threats and the cost of combating them for cybersecurity.

## Safety & Accessibility

ADA registration for Auditorium events has been revamped and patrons can now select if they would like to reserve a General Admission or a Wheelchair Accessible Seat. This should streamline the registration process and ease the workload on Events Production staff.

## HR

### Staff Training

Staff are completing their annual sexual harassment training that is required by the State of Illinois.

I attended the Illinois Library Association Annual Conference and gave two presentations, one on negotiating salary and one on receiving feedback. Arielle Rayback and I were part of the group that accepted the Hugh C. Atkinson Memorial Award for Interlibrary Cooperation for Illinois Libraries Present.

### Staff Arrivals

No new arrivals



## Staff Departures

No departures

# RAILS & Illinois Library Association Updates

## Broadband Access

The American Rescue Plan Act (ARPA) and Infrastructure Investment and Jobs Act (IIJA) included over \$1.3 billion in federal support for the *Connect Illinois Broadband Grant Program* and related digital equity initiatives. Illinois is a leader in support for broadband expansion and digital equity and libraries serve as critical partners in these efforts. CARLI, Illinois Heartland Library System, and RAILS have joined together to build a cohesive statewide library voice related to role of libraries in digital equity and broadband funding. RAILS Director of Technology Anne Slaughter and IHLS IT Director Troy Brown presented a call to action for all Illinois libraries at the President's Program and the Illinois Library Association's Annual Conference on October 25 asking everyone to fill out the broadband surveys sent by the state library earlier this year. We look forward to reading the State Digital Equity Plan that is set to be released in early 2024.

## ILA Bigger Than a Building

At the ILA annual conference at the end of October, Secretary Giannoulious presented ILA Executive Director Cynthia Robinson with a \$10,000 check to help increase efforts to support libraries that are under attack due to 1st amendment audits, book challenges, and swatting attacks. He called upon ILA to help libraries share our stories and the show the importance of libraries within our communities. ILA is rebranding their Bigger than a building campaign from 2020 to show the value libraries bring to their communities.

Kate Hall, Executive Director

# COLLABORATORY UPDATE

Prepared by: Cathleen Doyle  
October, 2023

## PROJECTS





## PATRON STORIES



*From Eileen Holland, Maker Specialist:* A patron came in with daughter to pick an embroidery file from Etsy to put on her daughter's sweatshirt. Patron's daughter was the one doing all of the loading of the embroidery machine and switching of thread until she had to go to tutoring (she really got the hang of it and was able to switch the thread without instruction by the third thread change).

*From Michelle Mistalski, Assistant Manager:* A patron came in looking to embroider onto a luggage set. After assessing the material of the bags, I offered an alternative option to embroidering due to the limitations of where the embroidery could be done on the bags. I recommended that the patron try using Cricut to cut out their design onto permanent vinyl. After deciding on a font and positioning of the letters, I walked the patron through the process of using the Cricut Maker. The patron was absolutely thrilled with the results and thanked me for my recommendation



## MATERIALS

October projects by material type charged:

3D Printing	58
Acrylic	58
Buttons	32
Cardstock	9
Cork Coasters	48
CDs/DVDs	11
Embroidery Thread	10
Glasses	6
Iron-on	9
Stabilizer Sheets	40
Vinyl & Transfer Paper	23
Wood	13

## 3D PRINTING

We printed 71 objects for users in October.

## VISITORS

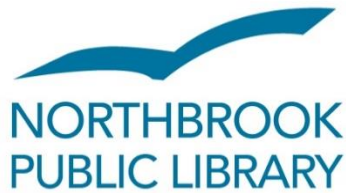
411 people visited the Collaboratory in October.

October 2023 Patron Comments

Comment	Response	Staff Member
Left a 5 star review on Google: It's great for studying! The second floor has floor-to-ceiling windows and lots of tables. In the kids' area, there are books, colouring supplies, toys, dollhouses, puzzles, fish tanks, storytime, and scavenger hunts.	Thank you so much for the great review, John. We're so glad you enjoyed your visit. 😊	Linda Vering
this takes waaaaaaay longer than a few minutes	Thank you for letting us know about the timing of the survey. We knew there would be a variety of times based on how comfortable people were with the layout of the survey and how many comments that they chose to leave. We really appreciate you taking the time to review the survey and provide your feedback. It will help shape the future direction of the library for the next several years.	Kelly Durov
Please put printer and scanner on first floor	Thank you for your suggestion to put a printer and scanner on the first floor. Your comment will be added to our public comments for the Board to review and shared with Administration staff so that we can track requests like this. I can see how this would be a convenient and accessible addition to our lobby. We really appreciate you taking the time to review the survey and provide your feedback. It will help shape the future direction of the library for the next several years.	Staff Member Responding
Wow! The staff at the collab center is phenomenal. They go above and beyond. They asked how my friend "who comes to the collab center" was doing!!! What! The customer service, attention to detail and the overt "they really do care" mentality is TOP NOTCH! We highly recommen this place to everyone not just for the cool factor, well unless it's the cool staff then YES 5 STARS!	NA	
Received via Board email:I am appalled that there was a bomb threat and that a handful of Northbrook residents have been so rude that they are banned form the Library. Libraries are a kind of sanctuary where all are welcome, in my opinion. Thank you for standing up for the right to read materials that express an array of opinions, so the light of truth will shine in our community.	n/a	
Patron complimented our dinosaur stools in the Storytime Corner and asked YS staff if we remembered where they were purchased from. We did not but reached out to Anna Amen who sent the infromation to YS so we could share with the patron. "Thank you so much for getting back to me and doing this awesome research! You guys went ABOVE and beyond and it's much appreciated."	N/A	Summer Kosuge
My experiences at this Library's Collaboratory have been exceptional. I've had numerous experiences at a library up the road and was so glad to find your library. Staff are welcoming, friendly, accepting, and so helpful. Whereas elshwere I've almost felt unwanted and unwelcomed, here the environment is just wonderful. I actually will send a letter to the staff of that other library encouraging their staff to come here for training.	NA	
What an amazing place the Collaboratory center is! The employees are amazing and kind! Very helpful. Thank you!	NA	
Please keep the silent movies comin'! I really enjoy them, especially with the pianist. He's excellent!	NA	
In response to an article request through ILL: THANK YOU! The NB Library truly is a godsend and such an incredible resource in our community. Your efficiency and cooperative effort along with your success at getting me this article made my day! Be proud and keep up the excellent work!	NA	Staff Member Responding
A school librarian from Greenbriar sincerely thanked Andi Goese and the Circulation Department for processing her hold requests over the years. She was very appreciative of the ease with which she can place holds online and pick them up in a short amount of time.	NA	Staff Member Responding

## October 2023 Patron Comments

Comment	Response	Staff Member
<p>I attended the Taiko Japanese Drumming event on October 30. It was fabulous! The group leader, Tatsu Aoki, made numerous comments to the audience about the Auditorium in which the event was held. At the beginning, during his introductions, he said, "You have the most beautiful theater of the libraries!" At the end of the program he said, "Really really awesome theater. The best acoustics, good lighting, and a wood floor! (which they needed for optimal performance).</p>	<p>NA</p>	<p>[Redacted]</p>
<p>Two teenagers walked into the library and before walking up the stairs one of the girls told her friend: "This place makes me so happy!" :)</p>		<p>[Redacted]</p>
<p>Patron praised our outdoor theater kit. Said it was cool and easy to set up and the screen was nice and big.</p>		<p>[Redacted]</p>
<p>A patron who is a teacher, placed 20+ books on hold for her classroom, came to pick them up: "I don't know who does this service, but thank you from the bottom of my heart. It is so wonderful and helpful to be able to come in and pick them all up at once"</p>		<p>[Redacted]</p>
<p>"Thank you for the accessibility hour. It was really nice."</p>		<p>[Redacted]</p>
<p>The Local Spiritual Assembly of the Baha'is of Northbrook, IL is distressed by the news that the Northbrook Library received a bomb threat and that a handful of Northbrook residents have been banned from the library due to their outlandish behavior. Political agendas and thrill-seeking behaviors seem to be driving this lack of civility.</p> <p>As other public-gathering places disappear, libraries take on new roles and provide forums for the exchange of ideas, as well as places to reflect on our individual thoughts. There is no need to buy a coffee, as library access is a free service to all the community inhabitants. It is no exaggeration to think of the library as the heart of our Northbrook community.</p> <p>Thank you for standing up for the right to read materials that express an array of opinions in a range of formats, so all people can have access to the facts and opinions of their fellow humans to determine facts for themselves. The Northbrook Library serves as an essential element in the continuing challenge of searching for truth.</p>		<p>[Redacted]</p>
<p>Just a quick "good job" on the October programs regarding Clark and Division...I don't know how the library will top them!</p>	<p>Thank you for your kind words Sue! I will pass this along to the members of the One Book, One Northbrook Committee</p>	<p>Tracy Gossage</p>



## Memorandum

DATE: 11/10/23

TO: Board of Trustees

FROM: Kate Hall, Executive Director

RE: Strategic Plan Update

We are well on our way through the first phase of our strategic planning process with Fast Forward Libraries. We have combined the Lily Zheng and Fast Forward working groups so we can collaborate and work together on the strategy development.

### Phase I: Learn

### August – December 2023



**Northbrook Public Library**

Posted by Linda Vering

Oct 12 · 🌐

Help shape the future of the library by taking a survey that will help guide our strategic planning efforts for the next 3-5 yea... See more



During this initial phase, we have focused on learning about our community and checking in with ourselves.

A key piece of this was our community survey. We have concluded the survey and have over 1,900 responses, 5.5% of our community. Typical community response rates are 1-3% so this is an excellent response from the community. We also received a handful of Spanish and Korean survey responses which shows that translating the survey into those languages helped connect with certain members of the community we might not otherwise have.

Help Shape the Future of the Library

Posted: October 12

Reach: 2,616 (17 reactions, 9 shares, 52 link clicks)



See insights and ads

Boost post



8 shares

We are also doing the Staff & Board Capacity Assessment which Amanda Standerfer and Lily Zheng worked on collaboratively. Survey results will be used as part of the follow-up on the Zheng report and as part of the Strategic Planning process. If you have not yet, please remember to fill out the survey.

Fast Forward has also conducted a number of focus groups and individual interviews with the following groups:

- Korean Education Center
- Teen Advisory Board
- Racial Awareness in the Northshore (RAIN)
- Chamber of Commerce
- Crestwood Senior Housing residents
- Interfaith Leadership Council
- CATCH
- Civic Foundation
- Go Green
- Sustainability Commission
- Northfield Township
- Village
- District 28
- Friends of the Library
- League of Women Voters

Fast Forward libraries is working on putting together the learning report which will be presented on December 12 at the Managers & Assistant Manager Strategic Plan Meeting.

## Phase II: Dream                      January -February 2024

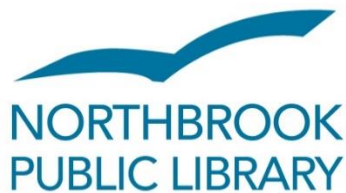
This next phase will help us dream about what we want to do based on the information we received. This is the dream phase and will involve staff and board participation. Retreat sessions are as follows:

- Planning Team Meeting on January 3 at 10am
- Staff Meeting on Friday, January 19 at 9am
- Board Meeting on Saturday, January 20 at 9am
- Managers & Assistant Managers Meeting on Tuesday, February 13 at 2pm

## Phase III: Do                              February-March 2024

This last phase will involve taking all the input and learning and developing the plan which shall be presented to the board at the March meeting. After approval by the board, the staff will work with Fast Forward and Lily Zheng on the implementation guide.





## Memorandum

---

DATE: 11/10/23

TO: Board of Trustees

FROM: Kate Hall, Executive Director

RE: Lily Zheng EDI Update

We have rolled the Zheng EDI working group into the strategic plan work group so we can work on developing the strategy around the recommendations from the Zheng report.

### Report Recommendations:

- The library should seek staff feedback on library-wide projects and pause the projects with the worst impact:effort ratio as soon as it is able to, for at least one year.
- The library should formalize and communicate the decision-making roles and responsibilities of different library constituents.
- The library should invest in management, communication, and feedback upskilling for administrative management.
- The library should reassess and redistribute EDI-related workstreams between the volunteer EDI committee, managers, and administrative management, with HR and managers taking a greater role in the process.
- The library should organize and engage in regular staff dialogues with peer institutions.

Here are some things that are moving based on recommendations in the report:

- The strategic plan process will focus on incorporating the recommendations and findings of the report. Lily Zheng, Sara Scodius, and Tracy Gossage are joining the strategic planning committee in order to better integrate the report into that process.
- Kate, Laurie, Anna, and Kelly (Leadership) have been meeting to discuss getting on the same page. We are looking at past decisions and discussing how we can

- We have also been talking about how aversion to conflict is showing up within the four of us and within the larger organization with the goal of improving how we individually and collectively share feedback and address conflict.
- We have reached out to Charmm'd Foundation to do communication training with Leadership. They have met with the managers and Lily Zheng to help identify specific areas to focus on and are putting together a training schedule.
- Lily Zheng and Amanda Standerder have put together a capacity survey that went out last month that will assess staff capacity in terms of projects and organizational lifecycle. This will inform what projects we are pausing and what will continue. One challenge we continue to have with this is defining what people consider as a project. This is something we need to continue to work on defining and the capacity assessment will help us better understand how people are defining projects.
- The EDI Committee met to discuss their roles and responsibilities and will be continuing to discuss next steps. Lily has shared that they have a framework they have used in other organizations for their EDI Committees and has shared information on what they look like and is working with the committee to assess if we can apply that to us.
- The management team met several times to reflect on the report including with Lily on November 8. This gave everyone a chance to ask follow-up questions and gain more insight into what was presented.
- Leadership has met and discussed the need for additional HR support and has determined that we need to hire an HR Director. This new position will take on the work of HR strategy and development and lead the efforts of incorporating EDI practices into all areas of HR. I would like to speak with the board about hiring an outside search firm to conduct the search. We typically do not do this for positions, but after talking with Lily Zheng and the managers, given the key nature of this role, I would like to explore this possibility.

## Memorandum

---

Date: 11/9/2023

To: Trustees

From: Anna Amen

RE: Elevator Control Modernization Project

The library was informed that the current Dover DMC elevator platform is being discontinued and support and parts will be unavailable.



We reached out to Product Architecture to act as a project consultant on this project. They recommended that we work directly with TK Elevator since they are part of the OMNIA Partners Cooperative.

OMNIA Partners Cooperative is an organization that allows public agencies to receive a combined buying power. OMNIA completes the solicitation process / bid process for products and services and awards contracts that are then offered to members of the cooperative. Being a member of this cooperative, provides Northbrook Public Library efficiencies, compliance and value so we can get what is needed without the hassle. I have

confirmed with Ancel Glink that the OMNIA bidding process is compliant with the Illinois State Public Bidding Statutes.

By working with TK Elevator, we are receiving cooperative / competitive pricing for this project. Dover was purchased by TK Elevator and knows what needs to be replaced. I have also checked references and feel we are in good hands with TK Elevator.

Ancel Glink has reviewed the TK Elevator contract, OMNIA contract and asked that TK Elevator sign an Independent Contractor agreement – the requested changes and the additional agreement were agreed upon by TK Elevator.

The timeline for the project is

- Board approval in 11/23
- TK Elevator engineering work will be completed by 12/31/23
- Ordering of materials – estimated 16 week lead time – May 2024
- Mobilization - 4 to 6 weeks – June 2024
- Project work is estimated to be 2 weeks in the field
- Estimated completion date – July 2024

Payment Schedule

Initial Project Payment – 50%	\$ 88,425.00
Material furnished – 25%	\$ 44,212.50
Project Completion – 25%	<u>\$ 44,212.50</u>
Total Project Cost	<u>\$176,850.00</u>

At the November meeting, the board will need to sign the 3 attached agreements and approve the initial project payment.

# Modernization Proposal



May 08, 2023

Purchaser: Northbrook Public Library  
Address: 1201 Cedar Ln  
Northbrook, Illinois

Location: Northbrook Public Library  
Address: 1201 Cedar Ln  
Northbrook, Illinois

TK Elevator Corporation (hereinafter "TK Elevator") is dedicated to delivering (hereinafter "Purchaser") the safest, highest quality vertical transportation solutions. I am pleased to present this customized Proposal (the "Proposal") in the amount of **\$176,850.00** inclusive of all applicable sales and use taxes to modernize the elevator equipment described in the pages that follow at the above-referenced location.

***\*This is a turnkey proposal, please see attachment A.***

Our modernization package is engineered specifically for your elevator system and will include the elevator mechanical and electrical components being replaced, refurbished or retained.

Benefits of Modernization include:

- Increased durability and reliability
- Improved fire and life safety features
- Decreased waiting times
- Reduced energy consumption
- Reduced operational cost
- Reduced troubleshooting time

This Proposal shall remain in effect for the next thirty (30) days unless it is revoked earlier by TK Elevator in writing. **The price above is subject to escalation** - even after Purchaser's acceptance of this Proposal - under certain circumstances including TK Elevator being subjected to increased charges by its suppliers for any of the applicable materials and/or components due to supply chain issues; the imposition of new or increased taxes, tariffs, or other charges imposed by applicable governmental authorities; TK Elevator being subjected to increased charges from its shippers and/or freight forwarders; any material called for in this Proposal being released into production more than 6 months following the written acceptance of this Proposal; or any work described in this Proposal is not completed by December 31, 2023.

In the event you have any questions regarding the content of this Proposal, please do not hesitate to contact me. We appreciate your consideration.

Sincerely,

Jesse Sanchez  
Sales Representative  
[jesse.sanchez@tkelevator.com](mailto:jesse.sanchez@tkelevator.com)  
+1 630 4415582

# Modernization Proposal



## SCOPE OF WORK

**Grouping Name:** Passenger Elevator

Equipment Type: Hydraulic

Speed: 100 fpm

3 Stops (3 Front /0 Rear)

Capacity: 2500 lbs.

### Units Included

Building Address	Nickname	TKE Serial #
1201 Cedar Ln	Passenger Elevator	EJ7958

### Description of Work

#### Controller

- Controller Machine Room Box
- TAC 32 Controller (Includes Options listed below)
  - 24 VDC Signal Voltage
  - Auto Light and Fan Feature
  - Car Independent Service
  - Car Traveling Lantern Circuitry
  - Door Bypass Operation
  - Electronic Door Detector Interface
  - Hoistway Access and Enable
  - THY Board
- Solid State Starters (6 or 12 leads) 208 VAC
- Battery Lowering in Controller
- eMax Monitoring Device Provisions

#### Jack

- Pipe Stands

#### Car

- Crosshead data tag (for existing car slings)
- Car Top Exit Switch
- 2019 Two-way Communication Camera (dome), Ethernet Extender (kit), & Battery Backup
- Cab Wiring Material (200MK1)

#### Hoistway

- HN Boxes (per each 2 cars, grouped)
- Base Wiring Package for 2019 Code
- Additional Hoistway Wiring for TAC 32 with Remote Machine Room
- Selector and magnets (terminal limits included) Existing Steel Tape to be reused
- TAC 32 Field Friendly Wiring Package Includes single traveling cable, hoistway wiring, interlock wiring, interlock connectors, and serial wiring.

# Modernization Proposal



## Pit

- Pit Ladder 12" Wide

## Door Equipment

- Interlock / Pick up Assemblies for existing Dover Operators. Includes closers. Front
- Micro Light 3D 2019 (Front)
- Front Door Operator (SSSS)
- LD-16 Plus Drive Only (FRONT)
  - includes Car Top Inspection station (w/ alarm signal)
- 3D Cabsafe Components Package (Front)

## Car Fixtures

- Main Car Station Includes Options Below
  - Swing Return (Mini-Swing (Column type) for New/Existing Dover/tkE Cabs)
- Reuse Back Box
- Vandal Resistant Floor Buttons
- Debranded Car Station (No Logo)
- Cast Braille Plates for Car Features
- Standard Key Switch Package
  - Fan
  - Light
  - Independent
  - Stop
  - Inspection/Hoistway Enable)
- Emergency Light mounted in COP
- 2004 and later Fire Service Phase II Features (includes instructions signage)
- Handicap Signal (Passing signal)
- Two-way Communication Position Indicator
- ADA Phone System integral with COP (Rath)
- Speaker Pattern for Intercom System/ADA Phone
- Locked Service Cabinet
- Certificate Window
- Default Engravings
- GFI Outlet
- #4 Stainless Steel Finish (441)
- Emergency Light Test Button/Keyswitch
- TAC Serial Boards (Main)
- Two-way Communication Machine Room Equipment (Primary Box)
- Car Riding Lantern (Standard) #4 S/S (441)

## Hall Fixtures

- Serial Boards for Hoistway Access
- Serial Boards for Hall Lanterns/PI's
- Fire Service Phase I Key Switch
- Fire Service Phase I Engraved Instructions
- Hoistway Access Switch (in Hall Station)
- Fusion Hall Lanterns (Standard) White Up/Down LED's #4 S/S (304)

# Modernization Proposal



- Horizontal Fusion Combo (HL and Digital HPI) (Standard) White Up/Down LED's #4 S/S (304)
- Car Identification Plate (Pair)
- Terminal Hall Stations (Surface Mounted) with
  - Appendix O (Polycarbonate insert flame)
  - Fusion (#4 S/S (304))
- 2009 & 2010 Elevator Communications Failure add
- Serial Boards for Front Risers
- TAC Serial Boards, Base Charge
- Terminal Hall Stations (Surface Mounted) with
  - Appendix O (Polycarbonate insert flame)
  - Fusion (#4 S/S (304))
- Intermediate Hall Stations (Surface Mounted) with
  - Appendix O (Polycarbonate insert flame)
  - Fusion (#4 S/S (304))

**Grouping Name:** Employee Elevator

Equipment Type: Hydraulic	Speed: 100 fpm
3 Stops (3 Front /0 Rear)	Capacity: 2100 lbs.

### Units Included

Building Address	Nickname	TKE Serial #
1201 Cedar Ln	Employee Elevator	EJ7957

### Description of Work

#### Controller

- Controller Machine Room Box
- TAC 32 Controller (Includes Options listed below)
  - 24 VDC Signal Voltage
  - Auto Light and Fan Feature
  - Car Independent Service
  - Car Traveling Lantern Circuitry
  - Door Bypass Operation
  - Electronic Door Detector Interface
  - Hoistway Access and Enable
  - THY Board
- Solid State Starters (6 or 12 leads) 208 VAC
- Battery Lowering in Controller
- eMax Monitoring Device Provisions

#### Jack

- Pipe Stands



# Modernization Proposal



## Car

- Crosshead data tag (for existing car slings)
- Car Top Exit Switch
- 2019 Two-way Communication Camera (dome), Ethernet Extender (kit), & Battery Backup
- Cab Wiring Material (200MK1)

## Hoistway

- HN Boxes (per each 2 cars, grouped)
- Base Wiring Package for 2019 Code
- Additional Hoistway Wiring for TAC 32 with Remote Machine Room
- Selector and magnets (terminal limits included) Existing Steel Tape to be reused
- TAC 32 Field Friendly Wiring Package Includes single traveling cable, hoistway wiring, interlock wiring, interlock connectors, and serial wiring.

## Pit

- Pit Ladder 12" Wide

## Door Equipment

- Interlock / Pick up Assemblies for existing Dover Operators. Includes closers. Front
- Micro Light 3D 2019 (Front)
- Front Door Operator (SSSS) Additional Lead Time
- LD-16 Plus Drive Only (FRONT)
  - includes Car Top Inspection station (w/ alarm signal)
- 3D Cabsafe Components Package (Front)

## Car Fixtures

- Main Car Station Includes Options Below
  - Swing Return (Mini-Swing (Column type) for New/Existing Dover/tkE Cabs)
- Reuse Back Box
- Vandal Resistant Floor Buttons
- Debranded Car Station (No Logo)
- Cast Braille Plates for Car Features
- Standard Key Switch Package
  - Fan
  - Light
  - Independent
  - Stop
  - Inspection/Hoistway Enable)
- Emergency Light mounted in COP
- 2004 and later Fire Service Phase II Features (includes instructions signage)
- Handicap Signal (Passing signal)
- Two-way Communication Position Indicator
- ADA Phone System integral with COP (Rath)
- Speaker Pattern for Intercom System/ADA Phone
- Locked Service Cabinet
- Certificate Window
- Default Engravings

# Modernization Proposal



- GFI Outlet
- #4 Stainless Steel Finish (441)
- Emergency Light Test Button/Keyswitch
- TAC Serial Boards (Main)
- Two-way Communication Machine Room Equipment (Primary Box)
- Car Riding Lantern (Standard) #4 S/S (441)

## Hall Fixtures

- Serial Boards for Hoistway Access
- Serial Boards for Hall Lanterns/PI's
- Fire Service Phase I Key Switch
- Fire Service Phase I Engraved Instructions
- Hoistway Access Switch (in Hall Station)
- Fusion Hall Lanterns (Standard) White Up/Down LED's #4 S/S (304)
- Horizontal Fusion Combo (HL and Digital HPI) (Standard) White Up/Down LED's #4 S/S (304)
- Car Identification Plate (Pair)
- Terminal Hall Stations (Surface Mounted) with
  - Appendix O (Polycarbonate insert flame)
  - Fusion (#4 S/S (304))
- 2009 & 2010 Elevator Communications Failure add
- Serial Boards for Front Risers
- TAC Serial Boards, Base Charge
- Terminal Hall Stations (Surface Mounted) with
  - Appendix O (Polycarbonate insert flame)
  - Fusion (#4 S/S (304))
- Intermediate Hall Stations (Surface Mounted) with
  - Appendix O (Polycarbonate insert flame)
  - Fusion (#4 S/S (304))

# Modernization Proposal



## 1. Key Tasks and Approximate Lead Times

Key Tasks to be performed to be performed by Purchaser prior to equipment fabrication:

- a. Execution of this Proposal
- b. Payment for pre-production and engineering
- c. Approval of layout (if applicable)
- d. Execution of TK Elevator's Material Release Form

### Approximate Durations/Lead Times

Contract execution (can run concurrently with layout drawing package preparation and approval)	Varies
Survey and Order of Materials (additional time required for cab, signal, entrance preparation and approval, if applicable)	4 - 6 Weeks
Fabrication time (from receipt of all approvals, fully executed contract, Material Release Form and initial progress payment)	16 Weeks
Modernization of elevator system (Per Unit): (Upon completion of all required preparatory work by others)	2 - 3 Weeks

The durations or lead times listed above are strictly approximations that can vary due to factors both within and outside of TK Elevator's control, are subject to change without notice to Purchaser and shall not be binding on TK Elevator.

## 2. Payment Terms

50% of the price set forth in this Proposal as modified by options selected from the section entitled "Value Engineering Opportunities & Alternates" (if applicable) will be due and payable as an initial progress payment within 30 days from TK Elevator's receipt of a fully executed copy of this Proposal. This initial progress payment will be applied to project management, permits, engineering and shop drawings, submittals, drilling mobilization (if required) and raw material procurement. Material will be ordered once this payment is received and the parties have both executed this Proposal and the Material Release Form.

25% of the price set forth in this Proposal as modified by options selected from the section entitled "Value Engineering Opportunities & Alternates" (if applicable) shall be due and payable when the material described above has been furnished and is on site and free of all security interests and liens. Material is considered furnished when it has been received at the jobsite. Supporting documentation of materials stored shall be limited to stored materials certificates of insurance and bills of lading. Receipt of this payment is required prior to mobilization of labor.

25% of the price set forth in this Proposal shall be made as progress payments following mobilization of labor. TK Elevator's application for a progress payment shall be processed in accordance with and subject to the Illinois Local Government Prompt Payment Act.

With the written consent of the Surety, the Purchaser will not withhold retainage from any progress payment.

# Modernization Proposal



The payment terms breakdown above shall be considered the Schedule of Values for the project as written. Billing shall be submitted on or before the 25th day of the month according to the payment schedule above and accompanied by a form of G702-703 pay application/schedule of values and a conditional waiver, the format of which is hereby acknowledged and accepted.

The use of online Portals for the submission of billing shall follow the terms of the Proposal and Customer agrees to permit billing in accordance with the executed contract terms. Portal access and usage is to be provided free of additional charge to TK Elevator and any additional cost for such use is to be reimbursed to TK Elevator via a reimbursable change order immediately upon acceptance.

Purchaser agrees that TK Elevator shall have no obligation to complete any steps necessary to provide Purchaser with full use and operation of the installed equipment until such time as TK Elevator has been paid 100% both of the price reflected in this Proposal and for any other work performed by TK Elevator or its subcontractors in furtherance of this Proposal. Purchaser agrees to waive any and all claims to the turnover and/or use of that equipment until such time as those amounts are paid in full.

Proposal price:		\$176,850.00
Initial progress payment:	(50%)	\$88,425.00
Material furnished:	(25%)	\$44,212.50
Total of remaining progress payments:	(25%)	\$44,212.50

Any work that Purchaser may require prior to turnover of the equipment that is outside of the scope described in this Proposal - other than Temporary Use as described below - will be performed only after the full execution of a mutually agreeable change order and only at the following rates:

Mechanic (Standard) per hour	\$340.00
Mechanic (OT) per hour	\$627.00
Team (Standard) per hour	\$612.00
Team (OT) per hour	\$1,129.00

Rates are not inclusive of any per diem, mileage or other expenses which may be dependent on jobsite location.

### 3. Warranty

TK Elevator warrants any equipment it installs as described in this Proposal against defects in material and workmanship for a period of one (1) year from the date of Purchaser's execution of TK Elevator's "Final Acceptance Form" on the express conditions that all payments made under this Proposal and any mutually agreed-to change orders have been made in full and that such equipment is currently being serviced by TK Elevator. In the event that TK Elevator's work is delayed for a period greater than six (6) months, the warranty shall be reduced by the amount of the delay. This warranty is in lieu of any other warranty or liability for defects. TK Elevator makes no warranty of merchantability and no warranties which extend beyond the description in this Proposal, nor are there any other

# Modernization Proposal



warranties, expressed or implied, by operation of law or otherwise. Like any piece of fine machinery, the equipment described in this Proposal should be periodically inspected, lubricated, and adjusted by competent personnel. This warranty is not intended to supplant normal maintenance service and shall not be construed to mean that TK Elevator will provide free service for periodic examination, lubrication, or adjustment, nor will TK Elevator correct, without a charge, breakage, maladjustments, or other trouble arising from normal wear and tear or abuse, misuse, improper or inadequate maintenance, or any other causes other than defective material or workmanship. In order to make a warranty claim, Purchaser must give TK Elevator prompt written notice at the address listed on the cover page of this Proposal and provided all payments due under the terms of this Proposal and any mutually agreed to written change orders have been made in full, TK Elevator shall, at its own expense, correct any proven defect by repair or replacement. TK Elevator will not, under any circumstances, reimburse Purchaser for cost of work done by others, nor shall TK Elevator be responsible for the performance of any equipment that has been the subject of service, repair, replacement, revisions or alterations by others. If there is more than one (1) unit which is the subject of work described in this Proposal, this section shall apply separately to each unit as accepted.

#### 4. Preventative Maintenance Program

This Proposal does not include any maintenance, service, repair or replacement of the equipment or any other work not expressly described herein. TK Elevator may submit a separate proposal to Purchaser covering the maintenance and repair of this equipment to be supplied to Purchaser at an additional cost. In the event the Purchaser and TK Elevator have a new or existing maintenance Agreement in effect at the time of the acceptance of this proposal and/or during the scope of this work, the terms of the Agreement shall remain in full force and effect throughout the performance of this scope of work and continue throughout the duration of the stated term in that Agreement.

#### 5. Work Not Included

There are certain items that are not included in this Proposal, many of which must be completed by Purchaser prior to and as a condition precedent to TK Elevator's performance of its work as described in this Proposal. In order to ensure a successful completion of this project, it shall be solely Purchaser's responsibility to coordinate its own completion of those items with TK Elevator. TK Elevator will, in preparation for mobilization, give the Purchaser written notice of any such work remaining to be completed or work to be corrected by the Purchaser so that the Project is not unduly delayed. The following is a list of those items that are not included in this Proposal:

##### A. Hoistways and Equipment Rooms

1. Hoistways and Equipment Rooms are included in turnkey work

##### B. Electrical and Life Safety:

1. Purchaser shall provide a dedicated, analog telephone or data line to the elevator telephone or communication device; one additional data line per group of elevators for diagnostic capability wired to designated controller; This Proposal includes the installation of an in-car emergency elevator communication system for the benefit of the deaf, hard of hearing and speech impaired (the "Multimedia Equipment") in accordance with the current applicable requirements of both the International Building Code and ASME A17.1. Purchaser shall provide one permanent 110V 20 amp circuit with all piping and wiring to controller for the emergency elevator communication system. This Proposal does not, however, include the monitoring of any communications to and from that Multimedia Equipment and Purchaser (and any end user of the units) expressly acknowledge that it is solely their responsibility to ensure that any and all such communications are appropriately monitored in accordance with all applicable rules, codes, statutes and/or laws as a condition precedent to turnover of the units including but not limited to a modem and internet connection and a minimum of four (4) hours of battery backup for all communications.

# Modernization Proposal



## C. Miscellaneous:

1. Purchaser shall provide all work relating to the finished cab flooring including, but not limited to, the provision of materials and its installation to comply with all applicable codes;
2. Hydraulic jack replacement:
  - a. the excavation of the elevator cylinder well hole in the event drilling is necessary through soil that is not free from rock, sand, water, building construction members and obstructions. Should obstructions be encountered, TK Elevator will proceed only after written authorization has been received from the Purchaser. The contract price shall be increased by the amount of additional labor at TK Elevator's standard labor rates as per the local office along with any additional expenses and materials required;
  - b. adequate ingress and egress, including ramping, for rail-mounted or truck-mounted drill rig;
  - c. Purchaser is responsible for pumping truck contractor to remove and dispose of spoils from the site. In the event that unforeseen and unfavorable below ground conditions are encountered, including but not limited to concrete around the cylinder, construction debris, adverse water and/or soil conditions, erosion, cavitations, oil contamination, or circumstances necessitating increased hole depth, etc., which require the employment of specialized contractors, TK Elevator shall immediately advise the Purchaser and costs will be extra to the contract;
  - d. in ground protection systems other than TK Elevator's standard HDPE or PVC protection system with bottomless corrugated steel casing;
  - e. any required trenching and backfilling for underground piping or casings, and conduit as well as any compaction, grouting, and waterproofing of block-out;
  - f. engineering, provision and installation of methane barriers or coordination/access;
  - g. access to 2" pressurized water supply within 100'-0" of the jack hole location;
  - h. a safe, accessible storage area for placement of D.O.T. 55 gallon containers for the purpose of spoils containment; obtaining of local environmental or disposal permits
  - i. any spoils or water testing;

## 6. Working Hours, Logistics and Mobilization

- a. All work described in this Proposal shall be performed during TK Elevator's regular working days – defined as Monday thru Friday and excluding IUEC recognized holidays – and regular working hours – defined as those hours regularly worked by TK Elevator modernization mechanics at the TK Elevator branch office that will provide labor associated with the performance of the work described in this Proposal - unless otherwise specified and agreed to in writing by both TK Elevator and Purchaser (hereinafter TK Elevator's regular working days and regular working hours shall be collectively defined as "normal working hours"). TK Elevator shall be provided with uninterrupted access to the elevator hoistway and machine room areas to perform work during normal working hours.
- b. Purchaser shall provide on-site parking to all TK Elevator personnel at no additional cost to TK Elevator.
- c. Purchaser shall provide traffic control, lane closures, permits and flagmen to allow suitable access/unload of tractor trailer(s).
- d. Purchaser agrees to provide unobstructed tractor-trailer access and roll-able access from the unloading area to the elevator or escalator hoistways or wellways (as applicable).
- e. Purchaser will be required to sign off on the Material Release Form, which will provide reasonable advance notice of the the requested delivery date of equipment to the site. If Purchaser is not ready to accept delivery of the equipment within ten (10) business days of the agreed upon date, Purchaser will immediately make payments due for equipment and designate an area adjacent to the elevator shaft where Purchaser will accept delivery. If Purchaser fails to provide this location or a mutually agreeable alternative, TK Elevator is authorized to warehouse the equipment at the TK



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Elevator warehouse or designated distribution facility at Purchaser's risk and expense. Purchaser shall reimburse TK Elevator for all costs due to extra handling and warehousing. Storage beyond ten (10) business days will be assessed at a rate of \$100.00 per calendar day for each unit listed in this Proposal, which covers storage and insurance of the elevator equipment and is payable prior to delivery.

f. Purchaser agrees to provide a dry and secure area adjacent to the hoistway(s) at the ground level for storage of the elevator equipment and tools within ten (10) business days from receipt at the local TK Elevator warehouse. Any warranties provided by TK Elevator for vertical transportation equipment will become null and void if equipment is stored in any manner other than a dry, enclosed building structure. Any relocation of the equipment as directed by Purchaser after initial delivery will be at Purchaser's expense.

g. TK Elevator includes one mobilization to the jobsite subject to the condition that TK Elevator provides Purchaser with reasonable written notice of the dates it intends to mobilize. A mobilization fee of \$5,000.00 per crew per occurrence will be charged for pulling off the job or for any delays caused by others once material has been delivered and TK Elevator's work has commenced.

h. Access for this project shall be free and clear of any obstructions. A forklift for unloading and staging material shall also be provided by Purchaser at no additional cost.

i. Purchaser shall provide an on-site dumpster. TK Elevator will be responsible for cleanup of elevator/escalator packaging material; however, composite cleanup participation is not included in this Proposal.

j. The hiring of a disposal company which MUST be discussed prior to any material being ordered or work being scheduled. TK Elevator will provide environmental services ONLY if this is specifically included under the "Scope of Work" section above. TK Elevator assumes no responsibility and/or liability in any way whatsoever for spoils or other contamination that may be present as a result of the cylinder breach and/or other conditions present on the work site.

k. One or more of the units described in this Proposal will be out of service and unavailable to move passengers and/or property during entire duration of the performance of the work described in this Proposal until re-certified by the applicable authority(ies) having jurisdiction and in good standing with payment schedules.

l. If site specific rules and regulations classify the elevator pit as confined space, elevator pits will need to reclassify a permit-required space to a non-permit required space prior to mobilization.

## 7. Temporary Use, Inspection and Turnover

a. Unless required by specification, TK Elevator will not provide for "temporary use" of the elevator(s) described in this Proposal prior to completion and acceptance of the complete installation. Temporary use shall be agreed to via a change order to this Proposal which shall require Purchaser's execution of TK Elevator's standard Temporary Use Agreement. Cost for temporary use of an elevator shall be \$200.00 per calendar day per hydraulic elevator and \$250.00 per calendar day for each traction elevator for rental use only, excluding personnel to operate. All labor and parts, including callbacks required during the temporary use period will be billed at TK Elevator's standard local billing rates. In the event that an elevator must be provided for temporary use, TK Elevator will require 30 days to perform final adjustments and re-inspection after the elevator has been returned to TK Elevator with all protection, intercoms and temporary signage removed. This duration does not include any provisions for finish work or for repairs of same, which shall be addressed on a project-by-project basis. Cost for preparation of controls for temporary use, refurbishment due to normal wear and tear, readjustment and re-inspection is \$5,000.00 per elevator up to 10 floors. For projects above 10 stops, an additional cost of \$1,500.00 / 10 floors shall apply. These costs are based on work performed during normal working hours. Temporary use excludes vandalism or misuse. Any required signage, communication devices, elevator operators, and protection are not included while temporary use is being provided. All overtime premiums for repairs during the temporary use period will be billed at TK Elevator's local service billing rates.

b. The Proposal price set forth above includes one (1) inspection per unit by the applicable authority having jurisdiction if required by the government of the locality where the equipment is located. In the event the

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equipment fails that inspection due to no fault of TK Elevator, TK Elevator will charge Purchaser for both the cost of each re-inspection which shall be \$1,500.00 and a remobilization fee which shall be \$5,000.00 via change order prior to scheduling a re-inspection.

c. Upon notice from TK Elevator that the installation and/or modernization of the equipment is complete, Purchaser will arrange to have present at the jobsite a person authorized to make the final inspection and to execute TK Elevator's "Final Acceptance Form." The date and time that such person will be present at the site shall be mutually agreed upon but shall not be more than ten (10) business days after the date of TK Elevator's notice of completion to Purchaser unless both TK Elevator and Purchaser agree to an extension of that ten (10) day period in writing. Such final inspection and execution of TK Elevator's "Final Acceptance Form" shall not be unreasonably delayed or withheld.

d. Should the Purchaser or the local authority having jurisdiction require TK Elevator's presence at the inspection of equipment installed by others in conjunction with the work described in this Proposal, Purchaser agrees to compensate TK Elevator for its time at TK Elevator's current billing rate as posted at its local office.

e. At the conclusion of its work, TK Elevator will remove all equipment and unused or removed materials from the project site and leave its work area in a condition that, in TK Elevator's sole opinion, is neat and clean.

f. Purchaser agrees to accept a live demonstration of equipment's owner-controlled features in lieu of any maintenance training required in the bid specifications.

g. Purchaser agrees to accept TK Elevator's standard owner's manual in lieu of any maintenance, or any other, manual(s) required in the bid specifications.

## 8. MAX

MAX is a cloud based Internet of Things (IoT) platform that we, at our election, may connect to your elevators and escalators by means of installation of a remote-monitoring device or modem (each a "device"). MAX will analyze the unique signal output of your equipment 24/7 and when existing or potential outages are identified, MAX will automatically communicate with our dispatch centers. When appropriate, the dispatch center will alert our technicians during normal working hours. These MAX alerts provide the technician with precise diagnostics detail, which greatly enhances our ability to fix your equipment right the first time, MAXimizing the equipment uptime.

a. Purchaser authorizes TK Elevator and its employees to access purchaser's premises to install, maintain and/or repair the devices and, upon termination of the service agreement, to remove the same from the premises if we elect to remove.

b. TK Elevator is and shall remain the sole owner of the devices and the data communicated to us by the devices. The devices shall not become fixtures and are intended to reside where they are installed. TK Elevator may remove the devices and cease all data collection and analysis at any time.

c. If the service agreement between TK Elevator and Purchaser is terminated for any reason, TK Elevator will automatically deactivate the data collection, terminate the device software and all raw data previously received from the device will be removed and/or expunged or destroyed.

d. Purchaser consents to the installation of the devices in your elevators and to the collection, maintenance, use, expungement and destruction of the daily elevator data as set forth in this agreement.

e. The devices installed by TK Elevator contain trade secrets belonging to us and are installed for the use and benefit of our personnel only.

f. Purchaser agrees not to permit purchaser personnel or any third parties to use, access, tamper with, relocate, copy, disclose, alter, destroy, disassemble or reverse engineer the device while it is located on purchaser's premises.

g. The installation of this equipment shall not confer any rights or operate as an assignment or license to you of any patents, copyrights or trade secrets with respect to the equipment and/or any software contained or imbedded therein or utilized in connection with the collection, monitoring and/or analysis of data.



## 9. Additional Terms and Conditions

- a. In no event shall TK Elevator be responsible for liquidated, consequential, indirect, incidental, exemplary, and special damages associated with the work described in this Proposal.
- b. This Proposal is made in recognition of the laws of the State of Illinois that apply to such a public works improvement and construction project. .
- c. TK Elevator is an equal opportunity employer.
- d. TK Elevator's performance of the work described in this Proposal is contingent upon Purchaser furnishing TK Elevator with any and all necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this Proposal or the manufacture, delivery or installation of the equipment. All applicable sales and use taxes, permit fees and licenses imposed upon TK Elevator as of the date of the Proposal are included in the price of the Proposal. Purchaser is responsible for any additional applicable sales and use taxes, permit fees and licenses imposed upon TK Elevator after the date of the Proposal or as a result of any law enacted after the date of the Proposal.
- e. Purchaser, as a unit of government, is exempt from the payment of sales taxes and all such taxes, tariffs, duties, permit and/or license fees have been removed from this Proposal. After the date of acceptance of this Proposal and in addition to the Proposal price, Purchaser is also responsible to pay TK Elevator for any new (or any increase in): (1) applicable taxes, tariffs, duties, permit and/or license fees; (2) charges from its suppliers for any of the applicable materials and/or components: (A) due to supply chain issues, the imposition of new or increased taxes, tariffs, or other charges by applicable governmental authorities; (B) if the release of materials called for in this Proposal occurs after the milestone mentioned earlier in this Proposal; and/or (C) if the completion of work called for in this Proposal occurs after the milestone mentioned earlier in this Proposal; and/or (3) charges from TK Elevator's shippers and/or freight forwarders.
- f. Purchaser agrees to provide TK Elevator's personnel with a safe place in which to work and TK Elevator reserves the right to discontinue work at the jobsite whenever, in TK Elevator's sole opinion, this provision is being violated.
- g. The pricing set forth in this Proposal assumes that the elevator pits will not be classified as a confined space. TK Elevator will follow its standard safety policy and procedures. Any job specific safety requirements over and above TK Elevator's standard practices and policies may require additional costs.
- h. TK Elevator will furnish and install all equipment in accordance with the terms, conditions, scope and equipment nomenclature as noted herein. Requested changes or modifications to such provisions will require a written change order issued on the Purchaser's letterhead and accepted by TK Elevator in writing prior to the execution of such work. This change order shall detail the current contract price, the amount of the change, and new contract value.
- i. This Proposal does not include a schedule for the work described and any such schedule shall be mutually agreed upon by an authorized representative of both TK Elevator and Purchaser in writing before becoming effective.
- j. In the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the jobsite, Purchaser shall monitor TK Elevator's work place and prior to and during TK Elevator's manning of the job, Purchaser shall certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event TK Elevator's employees or those of TK Elevator's subcontractors are exposed to an asbestos hazard, PCP's, lead or other hazardous substances, Purchaser agrees, to the fullest extent permitted by law, to

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indemnify, defend, and hold TK Elevator harmless from all damages, claims, suits, expenses, and payments resulting from such exposure. Identification, notification, removal and disposal of asbestos containing material, PCP's lead or other hazardous substances are the responsibility of the Purchaser.

k. TK Elevator retains title to and a security interest in all equipment it supplies – which TK Elevator and Purchaser agree can be removed without material injury to the real property – until all payments including deferred payments and any extensions thereof, are made. In the event of any default by Purchaser on any payment, or any other provision of this Proposal, TK Elevator may take immediate possession of the equipment and enter upon the premises where it is located – without legal process – and remove such equipment or portions thereof, irrespective of the matter of its attachment to the real estate or the sale, mortgage or lease of the real estate. Pursuant to the Uniform Commercial Code, and at TK Elevator's request, Purchaser agrees to execute any financial or continuation statements which may be necessary for TK Elevator to file in public offices in order to perfect TK Elevator's security interest in such equipment.

l. TK Elevator reserves the right to assign payments owed to TK Elevator under this Proposal contingent upon the waiver of all liens and security interests in the equipment supplied.

m. TK Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor troubles, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, acts of God or any cause beyond its control.

n. The rights of TK Elevator under this Proposal shall be cumulative and the failure on the part of the TK Elevator to exercise any rights hereunder shall not operate to forfeit or waive any of said rights. Any extension, indulgence or change by TK Elevator in the method, mode or manner or payment or any of its other rights shall not be construed as a waiver of any of its rights under this Proposal.

o. In the event TK Elevator engages a third party to enforce the terms of this Proposal, and/or to collect payment due hereunder, either with or without suit, Purchaser agrees to pay all costs thereof together with reasonable attorney's fees. Purchaser does hereby waive trial by jury and does hereby consent to the venue of any proceeding or lawsuit under this Proposal to be in the county where the work covered by this Proposal is located.

p. TK Elevator can furnish Certificate of Workers' Compensation, Bodily Injury and Property Damage Liability Insurance coverage to Purchaser upon written request.

q. Should loss of or damage to TK Elevator's material, tools or work occur at the project site, Purchaser shall compensate TK Elevator for such loss, unless such loss or damage results from TK Elevator's own acts or omissions.

r. Purchaser further expressly agrees to name Tk Elevator Corporation and TK Elevator Manufacturing, Inc. along with their respective officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure TK Elevator Corporation and TK

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Elevator Manufacturing, Inc. for those claims and/or losses referenced in the above paragraph and those claims and/or or losses arising from the negligence of TK Elevator Corporation and TK Elevator Manufacturing, Inc. Such insurance must specify that its coverage is primary and non-contributory. Purchaser and TK Elevator hereby waivetheir rights of subrogation.

s. TK Elevator's participation in any controlled insurance program is expressly conditioned upon review and approval of all controlled insurance program information and documentation prior to enrollment. Any insurance credits if applicable, will be provided at that time.

t. Unless so mutually agreed upon in a separate signed agreement, TK Elevator shall not be required to interact or correspond with any third party with whom Subcontractor is not in privity of contract concerning matters pertinent to this Agreement.

u. The Purchaser must inform TK Elevator if Purchaser is, or becomes, an individual or entity that is - or that is majority owned or controlled by a party that is - included on any list of restricted parties maintained by (i) the United States of America; (ii) the United Nations; (iii) the European Union or any EU member state; (iv) the UK; or (v) any other national authority binding the parties of this contract.

In case the Purchaser, or any other beneficiary of this transaction, e.g. the end-user, is or becomes an individual or entity that is - or that is majority owned or controlled by a party that is - included on any list of restricted parties, TK Elevator reserves the right to cancel this Proposal immediately.

If the goods subject to this Proposal would be exported, re-exported, resold, used, transferred or otherwise disposed of in violation of any sanctions applicable to TK Elevator, TK Elevator also reserves the right to cancel this Proposal immediately. In this respect, the Purchaser shall be obliged to disclose the final delivery address, end-user and end-use of the goods upon request - insofar as legally permissible - and to notify TK Elevator of all circumstances that indicate an aforementioned infringement.

"Sanctions" means here any economic, trade or financial sanctions, laws, regulations, embargoes or restrictive measures imposed, enacted, administered or enforced by any Sanctions Authority. "Sanctions Authority" means (i) the US;(ii) the UN Security Council;(iii) the EU and any EU member state;(iv) the UK; or(v) any governmental institutions of any of the foregoing which administer Sanctions, including HM Treasury, OFAC, the US State Department and the US Department of the Treasury.

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## Acceptance

**Purchaser's acceptance of this Proposal and its approval by an authorized manager of TK Elevator will constitute exclusively and entirely the agreement between the parties for the goods and services herein described and full payment of the sum of One Hundred Seventy Six Thousand Eight Hundred Fifty Dollars (\$176,850.00) plus any applicable sales tax.**

All other prior representations or regarding this work, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this Proposal will be recognized unless made in writing and properly executed by both parties as a change order. Should Purchaser's acceptance be in the form of a purchase order or other similar document, the provisions of this Proposal will exclusively govern the relationship of the parties with respect to this transaction. No agent or employee shall have the authority to waive or modify any of the terms of this Proposal without the prior written approval of an authorized TK Elevator manager.

TK Elevator Corporation Management Approval

(Purchaser):

By:

\_\_\_\_\_  
(Signature of Authorized Individual)

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
(Print or Type Title)

\_\_\_\_\_  
(Date of Acceptance)

By:

\_\_\_\_\_  
(Signature of Branch Representative)

Ryan Tanzer  
Sales Manager

\_\_\_\_\_  
(Date of Execution)



**PIEPER ELECTRIC, INC.** | Solutions Powered by People Since 1947

May 3, 2023

TK Elevator  
Attn: Jesse Sanchez  
3600 Lacey Road, Suite 100  
Downers Grove, IL. 60515

**RE: Northbrook Public Library | 1201 Cedar Lane | Northbrook, IL 60062**

The following scope of work is based upon facility walk-through, correspondence with TK Elevator and the property managers. Included in this proposal is labor, supervision, material, and tools.

**Inclusions for East and West Hydraulic Passenger Elevators (3 stop)**

- Provide and install new load side connection from existing shunt trip breaker to new elevator controller.
- Provide and install auxiliary contacts to existing shunt trip breakers. Connect to new controllers
- Provide and install properly sized trip units for existing shunt trip breakers.
- Demo existing SSY cab light disconnects and install new code compliant disconnect switches.
- Provide and install a new load side connections from cab light disconnects to new elevator controllers.
- Provide and install conduit for telephone connection.
- Provide and install power and code compliant disconnect for 2-way communication system.
- Provide and install (2) new 4' LED lamps, (1) new 20-amp GFCI in the Machine Room.
- Demo existing lighting, provide and install (1) 4' vapor tight LED fixture at each Elevator Pit.
- Provide and install pilot lit light switches at Elevator Pits.
- Expand existing Notifier NFS-320 fire command center to include fire hat relay modules.
- Remove or relocate fire alarm devices as necessary.
- Provide and install connection from fire alarm system to new elevator controllers.
- Provide fire alarm programming, pre-testing, and assistance with one final inspection.
- Subcontract installation of fire rated ventilation grills.
- Subcontract hoist way patching to maintain fire rating.
- TK to provide a mechanic for up to 2-day car run time and hoist way access.



AMENDMENT NO. 1

This Amendment No.1 shall be made a part of this Agreement, and in the event of conflict with other articles, terms, conditions or contract documents, this Amendment No.1 shall be final. Amend so Subcontractor shall not be liable for indirect, special, liquidated, or exemplary damages.

Section III: Amend so that Contractor shall automatically receive an extension of time commensurate with any delay not solely caused by Contractor. Amend so all schedules for elevator installation, completion dates, and any changes thereto, shall be agreed to in writing by both parties before becoming effective.

Section VI(5): Amend so the required parties shall be added to Contractor's general liability insurance policy as an additional insured. Such additional insured coverage shall only apply to the extent any damages covered by the policy are determined to be caused by Contractor's acts, actions, omissions, or neglects and not to the extent caused by the additional insured's own acts, actions, omissions, neglects or are the subject of bare allegations.

Scope Clarification:

- Expected Completion based upon Approximate Durations/Lead Times

NORTHBROOK PUBLIC LIBRARY

TK Elevator Corporation

Title / Date:

Title / Date: Contract Analyst

Name:

Name: Tye Jenkins

Signature:

Signature:

# Omnia Partners Group – Contract # R200502

## for the Protection of Vertical Transportation Equipment

A. THIS AGREEMENT (hereinafter “Agreement”) made and entered into on this 8th day of November 2023 by and between Northbrook Public Library having an address 1201 Cedar In Northbrook IL (hereinafter referred to as “Purchaser”), and, TK Elevator Corporation, a Delaware corporation, having an address of 3100 Interstate North Circle SE Suite 500 Atlanta, GA 30339 (hereinafter referred to as “Contractor”). In consideration of the mutual covenants contained herein, Contractor agrees to perform the services described herein and Purchaser or its members agree to pay the amounts described herein, all on the terms and conditions set forth in this Agreement.

WHEREAS,

- B. The Purchaser is engaged either as a real property owner or manager (or as a part in joint ventures or consortiums to that effect); and
- C. The Service Provider is engaged in the business of servicing and repairing elevators, escalators and other vertical transportation equipment.

NOW THEREFORE, the Parties hereto agree as follows:

### 1. BACKGROUND

The Purchaser and the Service Provider desire to enter into this Agreement as a long term commitment for the maintenance and repair of Purchaser’s vertical transportation equipment as further described in this Agreement. Under the Agreement the Purchaser may issue written requests to the Service Provider to provide certain vertical transportation maintenance services at locations controlled by Purchaser. The Agreement is to provide an umbrella for those location-specific written requests for vertical transportation maintenance services issued by the Purchaser.

### 2. GOVERNING DOCUMENTS

The following documents form and are an integral part of this Agreement and are to be taken as mutually explanatory of one another. In the case of any ambiguity or discrepancy between the documents forming the Agreement, then the priority of the documents will be in the order as listed below, unless otherwise agreed in writing between the parties:

- (a) Each individual location requirement (as specified at the time of ordering by the Purchaser). An Location requirement shall be considered “Accepted” if it is fully executed by a duly authorized representative of both the Purchaser and the Service Provider and provided to the Service Provider;
- (b) This Agreement;
- (c) Any other document mutually agreed and signed by the parties, forming part of this Agreement.

### 3. PERFORMANCE

Service Provider will provide the services and/or scope of work applicable to all vertical transportation equipment described on any fully executed and properly delivered Agreement (the “equipment”) on the terms and conditions set forth in this Agreement (the “Services”). The term “Property” hereinafter will refer to the real property of the Purchaser on which the equipment is located. Service Provider will use trained personnel directly employed and supervised by Service Provider or sub-contractors. They will be qualified to keep Purchaser’s equipment properly adjusted, and they will use all reasonable care to maintain that equipment in proper operating condition. Service Provider will regularly and systematically examine, adjust and lubricate as required, and, in Service Provider’s sole opinion, if conditions warrant, Service Provider will repair or replace all equipment parts and devices not specifically excluded by this Agreement.

The Services shall be performed in a diligent and first class manner, with quality supplies, materials, equipment and workmanship and in such a manner so as to minimize the possibility of any annoyance, interference, or disruption to tenants or other occupants of the Property and their invitees. Upon completion of the Services, Service Provider shall restore the Property to its original condition and shall leave the Property clean and free of all tools, equipment, waste materials and rubbish.

Service Provider will service Purchaser’s equipment and its component parts in their present condition with the understanding that Service Provider shall neither be required nor obligated to service, make renewals or repairs upon the equipment by reason of negligence, obsolescence, misuse of the equipment, loss of power, blown fuses, tripped stop switches, theft, vandalism, explosion, fire, power failure, water damage, storm, lightning, nuisance calls or by any other reason or any other cause beyond Service Provider’s control, except ordinary wear and tear from the commencement date of this agreement. With the passage of time, equipment technology and designs will change. If any part or component of any equipment described in a NFA cannot, in Service Provider’s sole opinion, be safely repaired and is no longer stocked and readily available from either the original equipment manufacturer or an aftermarket source, that part or component shall be considered obsolete. Purchaser will be responsible for all charges associated with replacing that obsolete part or component as well as all charges required to ensure that the remainder of the equipment is functionally compatible with that replacement part or component. In addition, Service Provider will not be required to make any changes or recommendations in the existing design or function of the unit(s) nor will Service Provider be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, governmental agencies or authorities, or any other third party. Any work not specifically covered under this agreement shall be at Purchaser’s sole expense.

The Service Provider may propose changes to the Services by informing the Purchaser in writing. To be binding, such changes must be approved by authorized representatives of both parties in writing. The Parties may also, at any time, agree to add new Services at agreed prices to be covered by this Agreement. To be binding, such additions must be approved by corresponding authorized representatives of both parties in writing.

#### **Pledge of Purchaser Satisfaction**

- 3.1 In the event that Purchaser elects to undertake an audit of the service provided under this Agreement and any Location(s) Agreement, such audit must be announced in writing at least ten (10) working days in advance. If any non-compliance is identified in writing to the Service Provider at the address set forth in this Agreement, whether pursuant to an audit or under any other circumstances, the Service Provider will begin to take appropriate measures to remedy such non-compliance within thirty (30) days thereafter.
- 3.2 The Purchaser and the Service Provider shall appoint appropriate personnel to meet regularly at local and global levels and at such intervals as is deemed necessary to enable the parties



to discuss and review the performance of both parties of their respective obligations under this Agreement. The reviews will take place in order to:

- a) Monitor the effectiveness and efficiency with which this Agreement is being implemented;
- b) Agree to mutual objectives and timescales;
- c) Assess the overall performance of this Agreement by each party;
- d) Review business implications, targets and risks;
- e) Review whether this Agreement is being conducted in the spirit it was intended; and
- f) Assess, under this review process, the need to amend or update the performance criteria included in this Agreement.

**4. INDEPENDENT CONTRACTOR RELATIONSHIP:**

Service Provider shall assume all duties under this Agreement as an independent contractor, and shall not be deemed for any purpose to be an agent, servant, or representative of Purchaser. Purchaser shall have no direct control of Service Provider, its agents, or subcontractors in the performance of the work hereunder. Nothing contained herein shall be construed to be inconsistent with such independent contractor relationship.

**5. BY HIGHLY-TRAINED SERVICE PROVIDER PROFESSIONALS:**

Service Provider employs and supervises elevator technicians who are among the most trusted in the industry and who will provide all maintenance courteously and dependably. Service Provider’s elevator technicians receive ongoing training in general equipment development as well as advancements made to Purchaser’s specific equipment.

**6. ASSURANCE OF SERVICE PROVIDER’S STANDARD OF QUALITY:**

To help increase elevator performance and decrease downtime, Service Provider’s technicians utilize the latest industry methods and technology available to Service Provider for Purchaser’s specific brand of equipment. They will be equipped with the tools, documentation and knowledge to troubleshoot Purchaser’s unique system.

Behind Service Provider’s technicians is a team devoted to elevator excellence. Technicians are supported around the clock by a family of engineers and field support experts. Service Provider’s International Technical Support facility in Texas continuously researches advancements in the industry and in Purchaser’s equipment.

**7. EXTENT OF COVERAGE:**

Service Provider will perform the following Services with respect to any equipment described on any fully executed location requirement:

**7.1 TRACTION ELEVATORS:**

Service Provider agrees to and shall maintain the traction elevator equipment described on any Location Agreements on the following terms and conditions:

7.1.1 Service Provider will use trained employees directly employed and supervised by Service Provider. Such employees shall be qualified to keep the Equipment properly adjusted, and Service Provider will use all reasonable care to maintain the Equipment in proper and safe operating condition.

7.1.2 Service Provider will regularly and systematically examine, adjust, clean and lubricate the following as required, and if conditions warrant, repair or replace the same:

7.1.2a Machine worm gear, thrust bearings, drive sheave, drive sheave shaft bearings, brake pulley and brake coil, contact linings and component parts;

7.1.2b Motor and motor generator, motor windings, rotating element, commutator, brushes, brush holders and bearings;

7.1.2c Silicon control rectifiers, reactors, filters, heat sinks, amp traps, transducers, and all control components;

7.1.2d Controller, selector and dispatching equipment, leveling devices and cams, all relays, solid state components, resistors, condensers, transformers, contacts, leads, dash pots, timing devices, computer and micro computer devices, steel selector cable or tape, and mechanical and electrical driving equipment;

7.1.2e Governor, governor sheave and shaft assembly, bearings, contacts, and governor jaws;

7.1.2f Deflector or secondary sheave, bearings, car and counterweight guide rails, top and bottom limit switches, governor tension sheave assembly, compensating sheaves assembly, counterweight and counterweight guide shoes including rollers or gibs;

7.1.2g Hoistway door interlocks and hangers, bottom door guides and auxiliary door closing devices and all fastening devices and associated reinforcement in attached components;

7.1.2h Hoistway entrance door sill areas beyond the entrance frame opening; will be cleaned.

7.1.2i Automatic power operated door operator, car door hanger, car door contact, door protective device, car ventilation system platform, load weighing equipment, car safety mechanism, elevator car guide shoes, gibs or roller;

7.1.3 Service Provider shall maintain the individual minimum performance standards defined below:

7.1.3a "Start to Stop Time" as measured from the moment the car begins motion till the time it stops for a single floor run.

7.1.3b "Door Open Time" as measured from the fully closed door position to a fully open stopped position.

7.1.3c "Door Close Time" as measured from the fully open door position to a fully closed stopped position. Door closing pressure shall not exceed 30 lbs.

7.1.3d “Leveling Accuracy” as measured from car sill to landing sill at a fully stopped position under all load conditions.

7.1.3e “Rated Speed” as the same shall be that noted and shall not vary by more than 5% regardless of direction or load.

7.1.4 Service Provider shall maintain the Rated Speed in feet per minute, the original performance time, including acceleration and retardation as designed and installed by the manufacturer and perform the necessary adjustments as required to maintain the original Door Open Time and Door Close Time, within limits of applicable codes, or to adjust and maintain revised Door Open Time and/or door close Time upon direction of Purchaser.

7.1.5 Service Provider shall maintain smooth ride quality, smooth acceleration and deceleration and comfortable stop.

7.1.6. Service Provider shall maintain positive and quiet door operation with rapid and smooth checking at limits of travel. Service Provider shall annually, check the group dispatching systems and make necessary tests to insure that all circuits and time settings are properly adjusted and that the system performs as designed and installed by the manufacturer or to adjust and maintain revised settings upon direction of Purchaser.

7.1.7 Service Provider shall examine periodically all safety devices and governors and conduct an annual no-load test.

7.1.8 Service Provider shall calibrate load-weighing devices to Purchaser’s selected settings, after annual and, as applicable, five-year safety tests are conducted.

7.1.9 Service Provider shall renew all wire ropes as often as is necessary to maintain an adequate factor of safety; equalize the tension on all hoist and compensation ropes, lubricate ropes appropriately and when necessary remove all residue and accumulated deposits from the rope surface and shorten ropes and chains as required to provide legal and reasonable bottom clearances.

7.1.10 Service Provider shall repair or replace conductor cables and hoistway and machine room elevator wiring in such a way as to maintain the percentage of spare conductors present at the acceptance of the location requirement. In no case shall the number of spare conductors be less than 5%.

7.1.11 Service Provider shall furnish lubricants compounded to the manufacturer’s rigid specifications.

7.1.12 Service Provider shall make other safety tests recommended or directed by all applicable governmental authorities in force at the time of the acceptance of the Agreement. Service Provider shall not be required to install new attachments on the elevators recommended or directed by insurance companies, or by governmental authorities, nor to make replacements with parts of a different design recommended or directed by insurance companies, or by governmental authorities.

7.1.13 Service Provider shall coordinate all testing requiring an independent witness or inspector with the Purchaser’s appointed representative.

7.1.14 Service Provider shall not be required to make renewals or repairs necessitated by reason of Purchaser’s negligence or Purchaser’s misuse of the Equipment or by reason of any other cause beyond Service Provider’s reasonable control except ordinary wear and tear.

7.1.15 Service Provider shall also maintain, and if conditions warrant, repair or replace the following auxiliary equipment:

7.1.15a All handicap devices;

7.1.15b All elevator related earthquake devices if applicable

7.1.16 Service Provider shall have no responsibility for the following items of Equipment, which are not included:

7.1.16a the finishing, repairing, or replacement of cab enclosure, hoistway door panels, door frames, sills, car flooring, floor covering, lighting fixtures, light bulbs and tubes, main line power switches, breaker, feeders to controller, alignment of elevator guide rails, smoke and fire sensors, fire service reports, air conditioners and all other items as set forth and excluded in this Agreement. Elevator signal light bulbs will be replaced during regular service calls.

## 7.2 HYDRAULIC ELEVATORS:

Service Provider agrees to and shall maintain the hydraulic elevator equipment described on any fully executed Location Agreements under the same terms and conditions described under 7.1 entitled "Traction Elevators," as the same are applicable to hydraulic elevators, with the following additions:

7.2.1 Service Provider shall have no responsibility for the following items of Equipment in addition to those listed in provision 7.1.16a above: the finishing, repairing, or replacement of cab enclosure, hoistway door panels, door frames, sills, car flooring, floor covering, lighting fixtures, light bulbs and tubes, main line power switches, breaker, feeders to controller, hydraulic elevator jack, hydraulic elevator outer casing, any type of underground piping or other material, alignment of elevator guide rails, smoke and fire sensors, fire service reports, air conditioners and all other items as set forth and excluded in this agreement. Elevator signal light bulbs will be replaced during regular service calls.

7.2.2 Filters, mufflers and muffler components are included.

7.2.3 Service Provider shall periodically examine all safety devices and conduct pressure tests and other tests required by ANSI A1 7.1 or other applicable codes.

7.2.4 Service Provider shall periodically conduct an inspection of hydraulic fluid to detect contaminants and assure proper viscosity, make necessary corrections and replace fluid as required and furnish hydraulic fluid compounded to the manufacturer's rigid specifications.

7.2.5 Service Provider shall clean excessive fluid leakage from pump pans, cylinder heads, machine room and pit floors.

## 7.3 ESCALATORS:

Service Provider agrees to and shall maintain the escalator equipment described on any Location Agreements under the same terms and conditions described under 7.1 entitled "Traction Elevators," as the same are applicable to escalators, with the following additions:

7.3.1. Controller, all relays, contacts, coils, resistance for operating and motor circuits, operating transformers and operating rectifier;

7.3.2 Handrail, handrail drive chains, handrail brush guards, handrail guide rollers, alignment devices, steps, step tread, step wheels, step chains, step axle bushings, comb plates, floor plates and tracks;

7.3.3 Upper drive, upper drive bearings, tension sprocket bearings, upper newel bearings, lower newel bearings;

7.3.4 All balustrade fastenings, deck and trim fastenings (screws, clips, etc.);

7.3.5 Skirt panels and panel finishes;

7.3.6 Escalator under-step lighting and balustrade panel and skirt lighting;

7.3.7 Upper and lower pit equipment spaces, pit lights, trusses and inclined truss pans.

7.3.8 Service Provider shall examine periodically (at intervals not longer than six months) all normal operating devices and equipment in accordance with ANSI A17.1, Section 1007 and conduct annual inspections and tests of all safety devices, brakes, step up thrust devices and governors in accordance with ANSI A17.1, Section 1008. If required, the governor will be calibrated and sealed for proper tripping speed.

7.3.9 Service Provider shall have no responsibility for the balustrade finishes, deck and trim finishes, wedge guards and exterior truss enclosures.

## 8. PARTS INVENTORY

Service Provider maintains a comprehensive parts inventory to support its field operations. Replacement parts are stored throughout North America in Service Provider's facilities and are normally available as necessary. Most specialized parts are available within 24 hours, seven days a week. All replacement parts used in Purchaser's vertical transportation equipment will be new or refurbished to meet the quality standards of Service Provider.

## 9. TESTING

Service Provider will, at its discretion and expense, perform governor and safety tests on traction elevators or annual relief pressure tests on hydraulic elevators per local and State codes. Service Provider assumes no responsibility for the operations of the governor or safety on traction elevators, or the hydraulic system

on hydraulic elevators, under the terms of this Agreement until all applicable and governmentally-mandated tests have been made. Should the systems not meet applicable safety code requirements, it shall be the responsibility of the Purchaser, at its sole cost, to make necessary repairs and to place the equipment in a condition, which will be acceptable for coverage under the terms of this Agreement. Service Provider shall not be liable for damage to the building structure or the elevator resulting from any testing of any type or kind at any time.

**10. COMPLIANCE WITH LAWS:**

The rights and duties arising under this Agreement shall be governed by the laws of the State in which the Property is located. In performing the Services required under this Agreement, Service Provider shall comply with all applicable federal, state, county, and municipal statutes, ordinances and regulations. In the event that any portion of this Agreement is determined to be against public policy or statute, then all other provisions shall remain in full force and effect.

**11. TERM:**

Service under the terms and conditions of this Agreement shall be for an initial non-cancelable period from start date until end date with the option to renew for additional one-year periods, unless either party timely serves written notice upon the other party of its intention to cancel at least ninety (90) days before the end of the initial period, or ninety (90) days before the end of any subsequent one (1) year renewal period. Time is of the essence.

**12. AFTER HOURS WORK**

All Services are to be provided during Service Provider’s regular working hours of its regular working days unless otherwise specified below.

For specified locations marked as “Platinum Premier” within the Exhibit “A”, for overtime calls involving one mechanic, Contractor will include our services at no additional cost.

**13. PRICING:**

Pricing (Please See Exhibit A) The Price of Service Provider’s service as herein stated shall be specifically set forth on any fully executed Location Agreement(s), payable as agreed upon between the Service Provider and the Purchaser. Those prices are net of all taxes, duties and other levies. Those prices are valid for a period of one (1) year, commencing on the effective date of each respective Location(s) Agreement. Each such period of one year (365 consecutive days) shall be called a “Fixed Price Period”. Since Service Provider’s costs to provide Purchaser with the Services may increase, the Service Provider shall review and adjust the Monthly Payment Amount for each Location Agreement(s) at the end of each twelve (12) month period. Eighty percent (80%) of the Agreement price for each Location

Agreement(s) shall be adjusted to reflect any increase in labor costs based on the straight time rate of elevator mechanics in the local area where the Property is located. The remaining twenty percent (20%) shall be adjusted to reflect any increase in material costs based on the Producer Price Index for Metals and Metal Products as published by the United States Department of Commerce, Bureau of Labor Statistics. However, in no event shall the total price escalations at the end of each twelve (12) month period be no more than four percent (4%) in any subsequent one (1) year period. Service Provider shall provide thirty (30) days advance written notice to Purchaser of all price adjustments referenced in this paragraph.

Should equipment covered by any Location Agreement be modified by the Purchaser during the pendency of any Location Agreement the parties will endeavor to reach a written agreement on a modified price for the Services applicable to that equipment. Should those parties fail to reach a written agreement on a modified price then that equipment will be removed from the applicable Location Agreement and the applicable Purchaser shall remain financially responsible to the Service Provider for the Service Provider's lost profits associated with the Services originally designated for that piece of equipment at the original, agreed-to price for the remaining term of the applicable Location Agreement. The price is subject to increase in the event the existing equipment is modified from its present state. A service charge of 1 ½% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts. Time is of the essence.

**14. INSURANCE REQUIREMENTS:**

At its sole expense, Service Provider shall carry and maintain throughout the term of any fully executed Location Agreement the insurance described below. The all risk and liabilities policies must each contain a provision by which the insurer agrees that such policy shall not be canceled except after thirty (30) days written notice to Purchaser.

Before the commencement of the Services, Service Provider shall submit to Purchaser a Certificate of Insurance showing that all insurance requirements have been met. If any policy expires during the term of any fully executed Location Agreement(s), it shall automatically be renewed and a new Certificate of Insurance shall be sent immediately to Purchaser.

Workers' Compensation    Statutory Limits

Employer's Liability                    \$1,000,000 each accident

   \$1,000,000 policy limit-disease

   \$1,000,000 disease-each employee

General Liability

This shall include all major divisions of coverage and be on a commercial occurrence form. It shall include premises operations, products and completed operations, contractual, and personal injury.

Limits Primary:                    \$2,000,000 each occurrence – BI & PD

   \$2,000,000 general aggregate

   \$2,000,000 personal injury & adv. Injury

Automobile Liability and Property Damage

This shall be on an occurrence basis with a combined single limit of \$2,000,000. It shall include all automobiles owned, leased, hired or non-owned.

**15. PURCHASER RESPONSIBILITIES:**

*Product Information.* Purchaser agrees to provide Service Provider with current wiring diagrams that reflect all changes, parts catalogs, and maintenance instructions for the equipment covered by this agreement. Purchaser agrees to authorize Service Provider to produce single copies of any programmable device(s) used in the equipment for the purpose of archival back up of the software embodied therein. These items will remain Purchaser's property.

*Safety.* Purchaser agrees to instruct or warn passengers in the proper use of the equipment and to keep the equipment under continued surveillance by competent personnel to detect irregularities between elevator examinations. Purchaser agrees to report immediately any condition that may indicate the need for correction before the next regular examination. Purchaser agrees to shut down



the equipment immediately upon manifestation of any irregularities in operation or appearance of the equipment, notifying Service Provider at the address and phone number listed on any fully executed Location(s) Agreement at once, and written notice within ten (10) days after any occurrence or accident in or about the elevator. Purchaser agrees to provide Service Provider's personnel a safe place in which to work. Service Provider reserves the right to discontinue work in the building whenever, in Service Provider's sole opinion, Service Provider's personnel do not have a safe place in which to work. Purchaser agrees to provide a suitable machine room including secured doors, waterproofing, lighting, ventilation and heat to maintain the room at a temperature of 50°F minimum to 90°F maximum. Purchaser also agrees to maintain the elevator pit in a dry condition at all times. Should water or other liquids become present, Purchaser will contract with others for removal and the proper handling of such liquids.

*Other.* Purchaser agrees not to permit others to make alterations, additions, adjustment, or repairs or replace any component or part of equipment during the term of any fully executed Location(s) Agreement. Purchaser agrees to accept Service Provider's judgment as to the means and methods to be employed for any corrective work under this agreement. In the event of the sale, lease or other transfer of the elevator(s) or equipment described in any fully executed Location(s) Agreement, or the premises in which they are located, Purchaser agrees to see that such successor is made aware of that Location(s) Agreement and assumes and agrees to be bound by the terms of those documents for the balance of the Location(s) Agreement, and subject to termination herein provided, or otherwise be liable for the full unpaid balance due for the full unexpired term of the Location(s) Agreement.

*Items Not Covered.* Service Provider does not cover cosmetic, construction, or ancillary components of the elevator system, including the finishing, repairing or replacement of the cab enclosure, ceiling frames, panels, and/or fixtures, hoistway door panels, door frames, sills, car flooring, floor covering, lighting fixtures, ceiling light bulbs and tubes, main line power switches, breaker(s), feeders to controller, hydraulic elevator jack outer casing, buried piping, alignment of elevator guide rails, smoke and fire sensors, fire service reports, intercommunication devices, security systems not installed by Service Provider, batteries for emergency lighting and lowering, air conditioners, heaters, ventilation fans and all other items as set forth and excluded in this Agreement.

## 16. EXCLUSIVITY

This Agreement is an exclusive frame agreement, which means that the Purchaser only undertakes to buy the Services, or parts thereof, from the Service Provider from the date that this Agreement is fully executed.

## 17. EXCUSABLE DELAYS

The Service Provider shall not be liable for delay in performing or for failure to perform its obligations under this Agreement or any location requirement if such delay or failure results from any of the following causes: (i) Acts of God, (ii) the act of any government or authority (including the denial or cancellation of any export license or other necessary license), (iii) the outbreak of wars, terrorism, insurrections, (iv) fire, explosion, flood (v) and strike, lock-out or other industrial action which is beyond the Service Provider's control or (vi) any other cause of any nature which is beyond the applicable Service Provider's control.

## 18. TERMINATION AND REMEDIES

18.1 The Service Provider has the right (but not the obligation) to terminate this Agreement or any location Agreement with 30 day's prior written notice in case of the Purchaser's failure to comply with any terms of this Agreements or any Location Agreement. Termination of a Location(s) Agreement shall not have effect on other existing Locations associated with this Agreement, which shall be completed in accordance with these terms and conditions. If such failure is remedied within the said 30 days period, this right to terminate shall expire.

18.2 The provisions of this Agreement, and the right and remedies of a party in the event of the other party's breach under this Agreement (including the breach of any warranty) are cumulative and are without prejudice to all other rights and remedies available to it and may have at law or otherwise; no exercise by a party of any one right or remedy under this Agreement, or at law or otherwise, shall operate so as to hinder or prevent the exercise of any other such right or remedy. However, in no event shall one party to this Agreement be liable to the other party for any indirect or consequential loss or damage, including but not limited to loss of profit, loss of production, loss of interest or otherwise, which may be suffered by the other party in connection with the entering into or operation of this Agreement.

## 19. ASSIGNMENT

Purchaser may not assign, transfer, novate, sub-contract or otherwise dispose of any of its rights and obligations under this Agreement without the prior written consent of the Service Provider. Notwithstanding the above, Service Provider may without the consent of the Purchaser; use subcontractors for the performance of any Services purchased by the Purchaser under this Agreement or a local agreement. The use of subcontractors to provide Services shall in no way relieve the Service Provider of its responsibilities and obligations towards the Purchaser under this Agreement or a local agreement.

## 20. HEALTH & SAFETY, ENVIRONMENTAL AND QUALITY

The Service Provider and the Purchaser shall work towards the prevention of accidents aiming for zero accidents and the creation of a safer work environment.

## 21. ETHICAL COMMITMENT

The Service Provider has an extensive corporate compliance program and its employees are expected to maintain the highest level of ethical and legal conduct at all times during the term of the Agreement and expects the Purchaser to act in a like manner. Should the Purchaser suspect that the Service Provider or its employees have engaged in any illegal or unethical conduct, such suspicions must be reported through the Service Provider's toll-free compliance hotline at 1-866-572-1739.

## 22. MISCELLANEOUS

22.1 The headings in this Agreement shall not affect its interpretation.

22.2 Throughout this Agreement, whenever required by context, the use of the singular number shall be construed to include the plural, and the use of the singular number shall be construed to

include the plural, and the use of the plural the singular, and the use of any gender shall include all genders.

22.3 Should any term or provision in this Agreement shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of this Agreement but the validity and enforceability of the remainder of this Agreement shall not be affected.

22.4 The waiver or forbearance or failure of a party in insisting in any one or more instances upon the performance of any provision of this Agreement shall not be construed as a waiver or relinquishment of that party's right to future performance of such provision and the other party's obligations in respect of such future performance shall continue in full force and effect.

22.5 In the event a third party is retained to enforce, construe or defend any of the terms and conditions of this Agreement or to collect any monies due thereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees.

22.6 Purchaser hereby waives trial by jury and agrees that this Agreement and any applicable Location(s) Agreement shall be construed and enforced in accordance with the laws of the state where the equipment described on the applicable Location(s) Agreement is located. Purchaser further agrees to jurisdiction of the courts, both state and Federal, of the state in which the equipment set forth on the applicable Location(s) Agreement is located as to all matters and disputes arising out of this that Location(s) Agreement.

22.7 The liability of the Service Provider under this Agreement shall not exceed the value of the Services remaining on the then current and unexpired term of the applicable Location(s) Agreement.

22.8 This Agreement supersedes all prior oral or written agreement between the Service Provider and the Purchaser and constitutes the entire agreement between the parties with respect to the services and work performed hereunder.

**23 NOTICES:**

Every notice or other communication to be given by either party to the other with respect to this Agreement(s), shall be given by personal delivery, by facsimile or by United States registered or certified mail postage prepaid, return receipt requested, addressed as hereinafter provided. Except as otherwise specified herein, the time period in which a response to any notice or other communication must be made, if any, shall commence to run on the earliest to occur of (a) if by personal delivery, the date of receipt, or attempted delivery, if such communication is refused; (b) if given by telecopy, the date on which such telecopy is transmitted and confirmation of delivery, or attempted delivery, thereof is received; and (c) if

sent by mail (as aforesaid), the date of receipt or delivery is refused. Until further notice, notices and other communications under this Agreement shall be addressed to the parties at:

**FILL IN THE CONTACT INFORMATION FOR USA OPERATIONS FOR PURCHASER HERE**

TK Elevator Corporation

3100 Interstate North Circle SE Suite 500

Atlanta, GA 30339

Attn: International Account Contract Administrator

**FILL IN FAX NUMBER**

This Agreement has been prepared in duplicate, of which each party has received a copy.

**ACCEPTED:**

**PURCHASING COMPANY NAME**

**TK ELEVATOR CORP.**

BY: \_\_\_\_\_  
Signature of Authorized Individual

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: Contract Analyst

DATE: \_\_\_\_\_

DATE: 11/8/23

**TKE CORP. APPROVAL:**

BY: \_\_\_\_\_

TITLE: National Accounts Executive

DATE: \_\_\_\_\_

**Exhibit "A"**  
**Property list/Location**  
**Contract Type and Price**

— **Location Name:**

**Location Address**

**Entity Code**

**Unit Count**

**Unit Type**

**Contract Type**

**Omnia Group Pricing:**

**Billing Frequency (Monthly, Quarterly, Annually)**

— **List of Units – Pricing Per Location/Unit**

## **CONTRACT FOR Elevator Modernization**

*This agreement ("Contract"), made this 22<sup>nd</sup> day of March, 2023 between the Northbrook Public Library, Northbrook, Illinois, (the "District") and TK Elevator Corporation, (the "Contractor"). The District and the Contractor are sometimes hereinafter referred to as "Party" and collectively as "Parties."*

### **WITNESSETH**

That the District and Contractor, for the consideration hereinafter named, agree as follows:

#### **Section I-Contract Documents**

The Contract consists of this document together with Contractor's proposal dated May 8, 2023 under Omnia Contract #R200502 and the Modernization Proposal of TK Elevator #R200502-318018, which are attached hereto and incorporate herein as Exhibit 1 ("Contract Documents"). These documents – together with this Contract -- represent the entire agreement between the parties, and no statement, promise or inducement made by either Party to the other that is not contained therein shall be binding. The terms or conditions of this Contract may not be modified, except in writing signed by all the parties.

#### **Section II- Contract Work**

The Contractor shall provide the materials, services, and equipment to fully execute the Work described in the Contract Documents. The Work shall be furnished and completed in accordance with the Contract Documents.

#### **Section III- Contract Sum**

The District agrees to pay the Contractor for the performance of the Contract Work in the manner set forth in the Contract Documents. The Contract Sum is: dollar amount in words **(\$176,850.00)**. Payment(s) shall be made to the Contractor by the District only after the Contractor has fully performed the Contract Work and fulfilled the terms of the Contract Documents.

#### **Section IV- Additional Terms**

1. The Contractor, subcontractors, and suppliers shall perform all Work required for the Contract in a good and workmanlike manner.
2. The District has determined that the Illinois Prevailing Wage Act applies to this Contract. Contractor shall therefore comply with the Illinois Prevailing Wage Act and shall pay, and require every subcontractor to pay, the prevailing rates of wages as established by the Illinois Department of Labor for each craft or type of work needed to execute the Contract in accordance with 820 ILCS 130/01 et

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seq. Contractor shall prominently post the current schedule of prevailing wages at the Contract site and shall notify immediately in writing all of its subcontractors, of all changes in the schedule of prevailing wages. Any increases in costs to Contractor due to changes in the prevailing rate of wage during the terms of any contract shall be at the expense of Contractor and not at the expense of the District. Change orders shall, however, be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. Contractor shall be solely responsible to maintain accurate records as required by the Prevailing Wage Act and to obtain and furnish all such certified records to Department of Labor as required by Statute or Regulation, in the manner specified by the Department of Labor (e.g., through the Department's portal) including certified payroll. Contractor shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Work and in every way defend and indemnify the District against any claims arising under or related to the payment of wages in accordance with the Prevailing Wage Act. The District agrees to notify the Contractor or any subcontractor of the pendency of any such claim, demand, lien or suit.

The Contractor is advised that the Illinois Department of Labor revises the prevailing wage rates and the Contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website: <http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>.

The Contractor shall also:

- (1) Insert into each subcontract and the project specifications for each subcontract, a written stipulation that the subcontractor shall not pay less than the prevailing rate of wages to all laborers, workers, and mechanics performing work under the Contract.
  - (2) Require each subcontractor to insert into each lower-tiered contract and the project specifications for each lower tiered subcontract, a stipulation that the subcontractor shall not pay less than the prevailing rate of wages to all laborers, workers, and mechanics performing Work under the Contract.
3. Contractor shall comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and or other governmental unit or regulatory body now in effect during the performance of the work, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Contract. By way of example, the following are included within the scope of the laws, regulations and rules referred to in this paragraph, but in no way operate as a limitation on the laws, regulations and rules with which Contractor must comply: all forms of Workers Compensation Laws, all terms of the Equal Employment Opportunity Clause of the Illinois Fair Employment Practices Commission, the Illinois Preference Act, Illinois Substance Abuse Prevention on Works Projects Act, the Social Security Act, Statutes relating to contracts let by units of government, all applicable Civil Rights and Anti-Discrimination Laws and Regulations, and traffic and public utility regulations.

4. Any and all documents and improvements subject to this Contract are, at all times, property of the District.
5. Contractor shall file a written substance abuse prevention program with the District for the prevention of substance abuse among its employees prior to the commencement of the Contract Work.
6. Contractor shall provide a Surety Bond (guaranteeing both faithful performance and payment to subcontractors and material suppliers for labor and materials), naming the District as Obligee, for not less than one hundred percent (100%) of the Contract amount will be required prior to beginning construction and in a form approved by the District's Attorney. Such bonds shall include the provision guaranteeing the faithful performance of the Prevailing Wage Act. The surety on the bond shall be a company that is licensed by the Department of Insurance authorizing it to execute surety bonds and the company shall have a financial strength rating of at least A- as rated by A.M. Best Company, Inc., Moody's Investors Service, Standard & Poor's Corporation, or a similar rating agency.

#### **Section V- Insurance**

1. Contractor shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of Work hereunder by the Contractor, the Contractor's agents, representatives, employees or subcontractors. The cost of such insurance shall be borne by the Contractor.
2. Minimum Scope of Insurance.  
Coverage shall be at least as broad as:
  - i. Broad Form Comprehensive General Liability, or the most recent revision.
  - ii. Worker's Compensation insurance as required by statute and Employers Liability insurance.
3. Minimum Limits of Insurance.  
Provider shall maintain limits no less than:
  - a. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this location or the general aggregate limit shall be twice the required occurrence limit.
  - b. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by statute and Employers Liability limits of \$1,000,000 per accident and \$1,000,000 per disease.



4. Deductibles and Self-Insured Retentions.

Any deductible or self-insured retentions must be declared to, and approved by, the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, elected and appointed officials, employees, volunteers, and agents; or the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

5. Other Insurance Provisions.

The policies are to contain, or be endorsed to contain, the following provisions in the General Liability Coverage:

- a. The District, its officers, elected and appointed officials, employees, volunteers and agents are to be covered as additional insureds as respects: liability arising out of premises owned, occupied, or used by the Contractor and/or arising out of activities performed on or on behalf of the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the District, its officers, elected and appointed officials, employees, volunteers, or agents.
- b. The Contractor's insurance coverage shall be primary insurance as respects the District, its officers, elected and appointed officials, employees, volunteers, and agents. Any insurance or self-insurance maintained by the District, its officer, elected and appointed officials, employees, volunteers, or agents shall be excess of the Contractor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the District, its officers, elected and appointed officials, employees, volunteers, or agents.
- d. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. Worker's Compensation and Employers Liability Coverage.

The insurer shall agree to waive all rights of subrogation against the District, its officers, elected and appointed officials, employees, volunteers, and agents for losses arising from the use of the premises.

7. All Coverages.

Each insurance policy required by this clause shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt required, has been given to the District.

8. Acceptability of Insurers.

Insurance is to be placed with insurers licensed to do business in Illinois.

9. Verification of Coverage.

Contractor shall furnish the District with certificates of insurance and with original endorsements if applicable effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the District before the premises are occupied. The District reserves the right to require complete certified copies of all required policies, at any time. Failure by the District to enforce the provisions in paragraph 9 does not relieve the Contractor of the obligations contained in Section VI.

10. Indemnification Clause.

Contractor shall, to the fullest extent permitted by law, waive any and all rights of contribution against the District and shall indemnify the District and its officers, elected and appointed officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including, but not limited to, legal fees (attorneys' and paralegals' fees, expert fees and court costs) arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the Work itself, including the loss of use resulting therefrom, or is attributable to misuse or improper use of trademark or copyright protected material or otherwise protected intellectual property, to the extent it is caused by any wrongful or negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity that the District would otherwise have. The Contractor shall similarly, protect, and indemnify the District, its officers, elected and appointed officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses, including, but not limited to, legal fees, incurred by reason of Contractor' s breach of any of its obligations under, or Contractor' s default of any provisions of the Contract. The indemnification obligations under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation or Disability Benefit Acts or Employee Benefit Acts. The rights and obligations of this Subsection 10 shall survive the voluntary or involuntary termination of this Contract.

**Section VI- Assignment**

This Contract is nonassignable in whole or in part by either Party, and an assignment shall be void without the prior written consent of District, whose consent shall not be unreasonably withheld.

**Section VII- Contractor Status**

Contractor acknowledges that it is an independent contractor; that it alone retains control of the manner of conducting its activities in furtherance of this Contract; that it as well as any persons or agents as it may employ are not employees of the District; and that neither this Contract, nor the administration thereof, shall operate to render or deem either party hereto the agent or employee of the other.

**Section VIII- Waiver of Terms**

Waiver of any of the terms of this Contract shall not be valid unless it is in writing and signed by all Parties. The failure of claimant to enforce the provisions of this Contract or require performance by opponent of any of the provisions shall not be construed as a waiver of such provisions or affect the right of claimant to thereafter enforce the provisions of this Contract. Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach of the Contract.

**Section IX- Compliance with Freedom of Information Act.**

Contractor agrees to maintain, without charge to the District, all records and documents for projects of the District in compliance with the Freedom of Information Act (“FOIA”), 5 ILCS 140/1 et seq. In addition, Contractor shall timely produce records which are responsive to a request received by the District under FOIA so that the District may provide records to those requesting them within the required statutory time frames. If additional time is necessary to compile records in response to a request, then Contractor must timely notify the District and if possible, the District will request an extension so as to comply with FOIA. In the event that the District is found to have not complied with FOIA due to Contractor’s failure to produce documents or otherwise timely or appropriately respond to a request under FOIA, then Contractor shall indemnify and hold the District harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys’ fees and penalties.

**Section X –Further Assurances**

Contractor agrees to sign, execute and deliver, or cause to be signed, executed and delivered, and to do or make, or cause to be done or made, upon written request of the District, all agreements, instruments, papers, acts or things, supplemental, confirmatory or otherwise, as may be reasonably required by the District for the purpose of or in connection with goods and services described in the Contract.

IT IS MUTUALLY UNDERSTOOD AND AGREED that the Contractor shall have the full control of the ways and means of performing the work referred to above and that the Contractor or its employees, representatives or subcontractors are in no sense employees of the District, it being specifically agreed that the Contractor bears the relationship of an independent contractor to the District.

AGREED:

NORTHBROOK PUBLIC LIBRARY

TK ELEVATOR CORPORATION

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**THE ATTACHED AMENDMENT NO. 1  
IS MADE PART OF THIS AGREEMENT**

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