

Northbrook Public Library Board Meeting
September 21, 2023 | 7:30 p.m.
Northbrook Public Library | Pollak AB
<https://youtube.com/live/zCYWx-PSQa0?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 and Executive Session Minutes – August 17, 2023
 - 3.3 Approve Cash Balances & Income Statement August 2023
 - 3.4 Approve Bills and Charges from August 2023 in the amount of \$814,720.61
 - 3.5 Approve 2024 Closing Schedule
 - 3.6 Approve Vacation and Association Membership Employee Handbook Updates
 - 3.7 Approve LIMRiCC Intergovernmental Agreement Update
- 4 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.
- 5 Staff Reports – Ms. Kate Hall
- 6 Board Member Reports
- 7 Unfinished Business
 - 7.1 Strategic Plan Project Update
 - 7.2 Lily Zheng EDI Project Update
 - 7.3 Book Sanctuary in Northbrook Resolution
- 8 New Business
 - 8.1 FY24 Tax Levy Draft
 - 8.2 Class 6B 3075-3085 Commercial Avenue Request
 - 8.3 Staff Questions for Board
- 9 Closed Session
 - 9.1 Trustee Vacancy Appointment
 - 9.2 HVAC Chiller
 - 9.3 Library Safety & Security Update
 - 9.4 Executive Director Review

Pursuant to 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 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; and

5 ILCS 120/2(c)8 Security procedures, school building safety and security, and the use of personnel and equipment to respond to an actual, a threatened, or a reasonably potential danger to the safety of employees, students, staff, the public, or public property.

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.

10 Agenda Building

11 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
8/31/2023**

		Beginning Balance	Cash Receipts	Expenditures	Ending Balance
Operating					
	General	8,478,190.07	290,068.18	689,397.91	8,078,860.34
	Restricted	342,187.30	54,262.45	34,213.81	362,235.94
	IMRF	785,246.82	4,838.65	34,160.96	755,924.51
	Fica	130,399.01	3,290.28	34,290.93	99,398.36
	Total Operating	\$ 9,736,023.20	\$ 352,459.56	\$ 792,063.61	\$ 9,296,419.15
Capital Improvement		\$ 4,780,686.50	\$ 2,620.43	\$ 22,657.00	\$ 4,760,649.93
Debt Service		\$ 8,263.40			\$ 8,263.40

Cash Detail	Operating	Capital Improvement	Debt Service
NB&T - Checking	459,308.22	6,166.70	8,263.40
PayPal	1,408.00	-	-
FBofHP	232,864.15	-	-
Fifth Third - Checking/Money Market	8,601,671.05	4,753,946.25	-
US Bancorp	692.73	536.98	-
Petty Cash	475.00	-	-
Total	\$ 9,296,419.15	\$4,760,649.93	\$ 8,263.40

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

Northbrook Public Library

Income Statement

8/31/23

	PY Month	CY Month	PY YTD	CY YTD	CY Budget	33%
01 - General Operating Fund						
Revenues						
Undesignated Revenue						
Property Tax Levy	\$0.00	\$90,725.22	\$3,951,821.11	\$4,101,613.62	\$7,959,560.00	51.53%
Replacement Tax	\$0.00	\$169,846.05	\$0.00	\$169,846.05	\$150,000.00	113.23%
Impact Fees	\$0.00	\$0.00	\$5,235.47	\$1,356.00	\$0.00	0.00%
Fines, Fees & Rentals	\$4,073.97	\$3,396.91	\$19,170.72	\$20,610.79	\$35,000.00	58.89%
Interest Income	\$2,509.02	\$6,494.23	\$4,409.98	\$22,703.47	\$20,000.00	113.52%
Other Income	\$539.59	\$8,853.52	\$12,286.42	\$13,180.08	\$100,000.00	13.18%
Total Undesignated Revenue	\$7,122.58	\$279,315.93	\$3,992,923.70	\$4,329,310.01	\$8,264,560.00	52.38%
Designated Revenue						
Gifts & Other Designated Income	\$600.46	\$55,238.12	\$122,114.61	\$408,938.40	\$400,000.00	102.23%
Designated Interest Income	\$67.32	\$774.33	\$225.75	\$2,587.44	\$0.00	0.00%
Total Designated Revenue	\$667.78	\$56,012.45	\$122,340.36	\$411,525.84	\$400,000.00	102.88%
Total Revenues	\$7,790.36	\$335,328.38	\$4,115,264.06	\$4,740,835.85	\$8,664,560.00	54.72%
Expenses						
Undesignated Expenses						
Materials & Services						
Books	\$67,883.38	\$54,157.79	\$286,985.90	\$324,256.87	\$944,000.00	34.35%
Audio Visual	\$60,230.55	\$46,362.15	\$260,267.36	\$295,358.45		
Videos/DVDs	\$3,639.48	\$3,722.84	\$11,961.49	\$15,688.73		
Programs	\$4,013.35	\$4,072.80	\$14,757.05	\$13,209.69		
OCLC	\$4,959.41	\$3,279.59	\$25,498.52	\$31,137.65	\$103,150.00	30.19%
CCS Shared Costs	\$1,127.28	\$6,920.23	\$10,245.92	\$10,318.93	\$29,000.00	35.58%
	\$0.00	\$18,676.10	\$32,659.77	\$31,693.25	\$76,000.00	41.70%
Total Materials & Services	\$73,970.07	\$83,033.71	\$355,390.11	\$397,406.70	\$1,152,150.00	34.49%
Human Resources						
General Salaries and Wages	\$312,788.92	\$440,181.77	\$1,237,170.30	\$1,391,848.66	\$4,311,000.00	32.29%
Maintenance Salaries & Wages	\$13,400.84	\$20,250.45	\$52,418.87	\$64,144.20	\$189,000.00	33.94%
Group Insurance	\$57,220.41	\$70,212.45	\$221,454.93	\$235,107.18	\$750,000.00	31.35%
Unemployment/Worker's Comp	\$0.00	\$0.00	\$18,343.17	\$18,471.57	\$23,000.00	80.31%
Staff Development	\$3,474.12	\$9,483.26	\$15,378.07	\$19,812.83	\$61,000.00	32.48%
Total Human Resources	\$386,884.29	\$540,127.93	\$1,544,765.34	\$1,729,384.44	\$5,334,000.00	32.42%

Northbrook Public Library

Income Statement

8/31/23

	PY Month	CY Month	PY YTD	CY YTD	CY Budget	33%
Operating Costs						
Photocopy	\$765.00	\$765.00	\$13,390.91	\$9,353.99	\$24,000.00	38.98%
Office & Library Supplies	\$3,811.79	\$2,805.57	\$21,946.42	\$12,146.97	\$70,000.00	17.35%
Software	\$8,908.18	\$7,942.43	\$40,008.32	\$58,875.49	\$108,000.00	54.51%
Postage	\$426.73	\$1,184.24	\$16,110.54	\$16,304.59	\$20,000.00	81.52%
General Insurance	\$0.00	\$0.00	\$57,021.56	\$60,787.62	\$79,000.00	76.95%
Telephone/Internet	\$6.00	\$0.00	\$19,119.28	\$17,900.04	\$39,000.00	45.90%
Professional Services	\$35,041.60	\$28,895.02	\$132,217.46	\$138,820.68	\$402,000.00	34.53%
Furniture, Equipment	\$34,660.38	\$3,365.39	\$38,014.68	\$56,062.22	\$96,000.00	58.40%
Equipment Rental & Maintenance	\$39.99	\$1,020.00	\$27,531.58	\$29,240.42	\$43,000.00	68.00%
Community Relations	\$7,118.37	\$2,100.03	\$13,961.52	\$12,465.08	\$55,000.00	22.66%
Total Operating Costs	\$90,778.04	\$48,077.68	\$379,322.27	\$411,957.10	\$936,000.00	44.01%
Maintenance						
Vehicle Expense	\$95.38	\$0.00	\$160.38	\$98.48	\$3,000.00	3.28%
Janitorial Supplies	\$2,050.43	\$851.23	\$9,844.21	\$14,142.59	\$45,000.00	31.43%
Utilities	\$546.10	\$5,435.44	\$7,429.44	\$12,064.71	\$54,000.00	22.34%
Building Repairs	\$0.00	\$0.00	\$14,122.66	\$1,050.00	\$35,000.00	3.00%
Contracted Services	\$18,581.14	\$9,064.25	\$50,996.80	\$44,073.56	\$153,000.00	28.81%
Total Maintenance	\$21,273.05	\$15,350.92	\$82,553.49	\$71,429.34	\$290,000.00	24.63%
Other Expenses						
Recruiting	\$0.00	\$0.00	\$200.00	(\$200.00)	\$1,000.00	(20.00%)
Contingency & Misc Exp	\$3,046.23	\$708.59	\$4,124.72	\$2,851.15	\$100,000.00	2.85%
Board Development	\$0.00	\$0.00	\$0.00	\$0.00	\$500.00	0.00%
Total Other Expenses	\$3,046.23	\$708.59	\$4,324.72	\$2,651.15	\$101,500.00	2.61%
Total Undesignated Expenses	\$575,951.68	\$687,298.83	\$2,366,355.93	\$2,612,828.73	\$7,813,650.00	33.44%
Designated Expenses						
Miscellaneous Designated Expenses	\$106.65	\$23,768.83	\$93,909.62	\$339,869.33	\$400,000.00	84.97%
Designated Materials Expense	\$13.69	\$79.10	\$561.50	\$334.73	\$0.00	0.00%
Designated Capital Expense	\$0.00	\$0.00	\$0.00	\$1,129.96	\$0.00	0.00%
Designated Program Expense	\$2,506.40	\$12,115.88	\$46,832.63	\$42,414.48	\$0.00	0.00%
Total Designated Expenses	\$2,626.74	\$35,963.81	\$141,303.75	\$383,748.50	\$400,000.00	95.94%
Transfers & Other Financing Uses						
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%
Total Transfers & Other Financing Uses	\$0.00	\$0.00	\$0.00	\$0.00	\$450,000.00	0.00%
Total Expenses	\$578,578.42	\$723,262.64	\$2,507,659.68	\$2,996,577.23	\$8,663,650.00	34.59%
NET SURPLUS/(DEFICIT)	(\$570,788.06)	(\$387,934.26)	\$1,607,604.38	\$1,744,258.62	\$910.00	

Northbrook Public Library

Income Statement

8/31/23

	PY Month	CY Month	PY YTD	CY YTD	CY Budget	33%
02 - IMRF/FICA Fund						
Revenues						
Undesignated Revenue						
Property Tax Levy-IMRF	\$0.00	\$4,747.38	\$219,804.21	\$214,625.19	\$425,000.00	50.50%
Property Tax Levy FICA	\$0.00	\$3,228.22	\$149,466.87	\$145,945.13	\$289,000.00	50.50%
Interest Income IMRF	\$0.00	\$91.27	\$3.19	\$91.27	\$500.00	18.25%
Interest Income FICA	\$0.00	\$62.06	\$2.17	\$62.06	\$500.00	12.41%
Total Undesignated Revenue	\$0.00	\$8,128.93	\$369,276.44	\$360,723.65	\$715,000.00	50.45%
Total Revenues	\$0.00	\$8,128.93	\$369,276.44	\$360,723.65	\$715,000.00	50.45%
Expenses						
Undesignated Expenses						
Human Resources						
Employer IMRF	\$28,059.14	\$34,160.96	\$111,333.37	\$108,934.78	\$400,000.00	27.23%
Employer FICA	\$24,052.16	\$34,290.93	\$94,895.29	\$107,625.87	\$280,000.00	38.44%
Total Human Resources	\$52,111.30	\$68,451.89	\$206,228.66	\$216,560.65	\$680,000.00	31.85%
Total Undesignated Expenses	\$52,111.30	\$68,451.89	\$206,228.66	\$216,560.65	\$680,000.00	31.85%
Total Expenses	\$52,111.30	\$68,451.89	\$206,228.66	\$216,560.65	\$680,000.00	31.85%
NET SURPLUS/(DEFICIT)	(\$52,111.30)	(\$60,322.96)	\$163,047.78	\$144,163.00	\$35,000.00	

Northbrook Public Library

Income Statement

8/31/23

	PY Month	CY Month	PY YTD	CY YTD	CY Budget	33%
03 - Capital Improvements Fund						
Revenues						
Undesignated Revenue						
Interest Income	\$1,679.95	\$2,620.43	\$2,917.30	\$10,396.15	\$24,000.00	43.32%
Total Undesignated Revenue	\$1,679.95	\$2,620.43	\$2,917.30	\$10,396.15	\$24,000.00	43.32%
 Transfers & Other Financing Sources						
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%
 Total Revenues	\$1,679.95	\$2,620.43	\$2,917.30	\$10,396.15	\$449,000.00	2.32%
Expenses						
Undesignated Expenses						
Capital Projects & Bond Expenses						
Renovation/Repair	\$71,983.00	\$22,845.45	\$78,343.00	\$32,285.48	\$720,000.00	4.48%
Professional Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$180,000.00	0.00%
Total Capital & Bond Expenses	\$71,983.00	\$22,845.45	\$78,343.00	\$32,285.48	\$900,000.00	3.59%
 Total Undesignated Expenses	\$71,983.00	\$22,845.45	\$78,343.00	\$32,285.48	\$900,000.00	3.59%
 Total Expenses	\$71,983.00	\$22,845.45	\$78,343.00	\$32,285.48	\$900,000.00	3.59%
 NET SURPLUS/(DEFICIT)	(\$70,303.05)	(\$20,225.02)	(\$75,425.70)	(\$21,889.33)	(\$451,000.00)	

Northbrook Public Library

Income Statement

8/31/23

	PY Month	CY Month	PY YTD	CY YTD	CY Budget	33%
05 - Debt Service Fund						
Revenues						
Undesignated Revenue						
Property Tax Levy	\$0.00	\$8,499.49	\$391,794.54	\$384,254.84	\$760,900.00	50.50%
Interest Income	\$0.00	\$163.40	\$5.68	\$163.40	\$0.00	0.00%
Total Undesignated Revenue	\$0.00	\$8,662.89	\$391,800.22	\$384,418.24	\$760,900.00	50.52%
Total Revenues	\$0.00	\$8,662.89	\$391,800.22	\$384,418.24	\$760,900.00	50.52%
Expenses						
Undesignated Expenses						
Capital Projects & Bond Expenses						
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%
Total Expenses	\$0.00	\$0.00	\$183,775.00	\$175,450.00	\$760,900.00	23.06%
NET SURPLUS/(DEFICIT)	\$0.00	\$8,662.89	\$208,025.22	\$208,968.24	\$0.00	

AUGUST 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 \$4,740,835.85

- 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.
- Fines, Fees & Rentals budget is a conservative estimate – we have collected more than budget – the breakdown is as follows
 - 13% is fines and lost item / replacement collections
 - 71% is non-resident fees
 - 16% is copy machine collections
- Interest Income is a conservative estimate – we have collected more than budget

Total General Fund expenditures are \$2,996,577.23, budget differences include:

- Unemployment / Workers Compensation is greater than budget due to invoice being paid annually - the amount booked represents 10 months of expense
- 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
- Telephone is greater than budget due to booking 6 months of Ring Central expense and annual cost for Comcast (mobility phone lines and backup internet)
- Furniture, Equipment is greater than budget due to purchase of technology equipment – costs recorded when paid
- Equipment Rental & Maintenance is greater than budget due to annual expense for RFID and AMH being recorded
- 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; A check was cut in FY23 and voided and not reissued in FY24

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

Operating Funds

Library Claims List	\$	176,563.69
Librarian's Claims List	\$	15,465.52
Payroll	\$	446,790.63
Fica/IMRF	\$	68,451.89
ACH to IPBC	\$	84,791.88
Total Operating Funds	\$	<u>792,063.61</u>

Capital Improvement Fund

Claims List	\$	22,657.00
	\$	<u>22,657.00</u>

Debt Service Fund

Grand Total Library	\$	<u><u>814,720.61</u></u>
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**Northbrook Public Library
Bank Register Report
Northbrook Bank & Trust General Checking**

Transaction Number	Transaction Date	Vendor	Amount	Description
26013	7/31/2023	Fifth Star Collective, LLC	\$ (1,312.50)	ILP
26027	8/17/2023	Amigos Library Services - LMC	\$ 1,425.00	annual payment - staff development
26028	8/17/2023	Authors Unbound Agency	\$ 5,000.00	ILP
26029	8/17/2023	First Bankcard	\$ 13,255.77	monthly payment - supplies
26030	8/17/2023	Gotham Artists Talent Services	\$11,250.00	ILP
26031	8/17/2023	Illinois Library Association	\$925.00	annual payment - staff development
26032	8/17/2023	Jessica Koontz	\$2,720.00	annual payment - tuition reimbursement
26033	8/17/2023	Northbrook Chamber of Commerce & Industry	\$600.00	annual payment - staff development
26034	8/17/2023	Olsson Roofing Company, Inc.	\$1,000.00	semi annual payment - contracted services
26035	8/17/2023	Symmetry Energy Solutions, LLC	\$2,165.15	monthly payment - utilities
26036	8/30/2023	American Library Association, Membership	\$761.00	annual payment - staff development
26037	8/30/2023	Authors Unbound Agency	\$6,908.41	ILP
26038	8/30/2023	Best Quality Cleaning	\$7,139.25	monthly payment - contracted services
26039	8/30/2023	Cooperative Computer Service	\$24,654.39	quarterly payment - OCLC and CCS
26040	8/30/2023	Tom Deja	\$1,250.00	ILP
26041	8/30/2023	Demco	\$1,686.80	monthly payment - supplies
26042	8/30/2023	Dornfeld Piano Tuning	\$1,020.00	quarterly payment - equipment rental and repair
26043	8/30/2023	Fifth Star Collective, LLC	\$1,312.50	ILP
26044	8/30/2023	Gale/Cengage Learning Inc.	\$882.90	monthly payment - materials
26045	8/30/2023	Grey House Publishing	\$2,995.00	annual payment - materials
26046	8/30/2023	It's Impressive LLC	\$927.00	annual payment - community relations
26047	45168	Library Journals LLC	\$720.00	annual payment - staff development
26048	45168	Menard Consulting, Inc.	\$2,500.00	annual payment - professional fees
26049	45168	Niche Academy	\$1,290.00	annual payment - materials
26050	45168	Outsource Solutions Group, Inc.	\$20,968.92	monthly payment - contracted services & software
26051	45168	Overdrive	\$16,398.12	monthly payment - materials
26052	45168	Penguin Random House LLC	\$3,750.00	ILP
26053	45168	Petersen Bros. Plastics, Inc.	\$780.00	monthly payment - supplies
26054	45168	Reaching Across Illinois Library System	\$825.00	annual payment - materials
26055	45168	Carlos Rodriguez	\$4,500.00	annual payment - professional fees
26056	45168	Village of Northbrook Water Dept.	\$2,708.10	quarterly payment - utilities
26057	45168	Wells Fargo Vender Fin Serv	\$765.00	monthly payment photocopy
26058	45169	Amazon Capital Services	\$1,701.83	monthly payment - supplies
26059	45169	Baker & Taylor	\$23,297.21	monthly payment - materials
26060	45169	Fast Signs	\$3,365.39	annual payment - furniture & equipment
26061	45169	Midwest Tape LLC	\$6,428.45	monthly payment - materials

\$ 176,563.69

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

Transaction Number	Transaction Date	Vendor	Amount
52702	1/31/2002	VOID - Carolann Cohen	(\$4.00)
53182	8/14/2023	AICPA	\$340.00
53183	8/14/2023	Akbar Ali	\$31.89
53184	8/14/2023	Ancel Glink P.C.	\$172.50
53185	8/14/2023	The Book Bin	\$160.00
53186	8/14/2023	Bryan Brugger	\$92.44
53187	8/14/2023	Carolann Cohen	\$4.00
53188	8/14/2023	William Cohen	\$381.16
53189	8/14/2023	Kathryn Hall	\$167.81
53190	8/14/2023	Library Journals LLC	\$492.00
53191	8/14/2023	Moore Landscapes, LLC	\$550.00
53192	8/14/2023	Ocooch Hardwoods	\$235.18
53193	8/14/2023	Petty Cash Custodian	\$105.01
53194	8/14/2023	Linda Rodin	\$17.00
53195	8/14/2023	School Outfitters	\$231.59
53196	8/14/2023	Sunset Food Mart, Inc.	\$22.74
53197	8/14/2023	Today's Business Solutions, Inc.	\$107.93
53198	8/14/2023	Wisconsin Glacier Springs Company	\$15.50
53199	8/14/2023	WM Corporate Services Inc.	\$562.19
53200	8/14/2023	Susan Wolf	\$25.00
53201	8/30/2023	A-Z Mindfulness	\$150.00
53202	8/30/2023	Added Incentives, Inc.	\$193.00
53203	8/30/2023	Ben Tatar Music	\$450.00
53204	8/30/2023	Barbara H Brody	\$16.99
53205	8/30/2023	Nancy Buehler	\$250.00
53206	8/30/2023	Chicago Tribune	\$288.99
53207	8/30/2023	Cintas	\$169.04
53208	8/30/2023	Sandra Cotler	\$75.00
53209	8/30/2023	Yoko Noge Dean	\$500.00
53210	8/30/2023	David Drazin	\$250.00
53211	8/30/2023	David Drazin	\$250.00
53212	8/30/2023	David Drazin	\$250.00
53213	8/30/2023	David Drazin	\$250.00
53214	8/30/2023	ECO Promotional Products, Inc.	\$576.34
53215	8/30/2023	Fun Express, LLC	\$34.10
53216	8/30/2023	Glenview Chess Club LLC	\$200.00
53217	8/30/2023	Benjamin Goluboff	\$250.00

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

Transaction Number	Transaction Date	Vendor	Amount
53218	8/30/2023	Erin P. Gosser	\$18.99
53219	8/30/2023	Grainger	\$526.98
53220	8/30/2023	Happiness Forward LLC	\$100.00
53221	8/30/2023	Jayne Herring	\$450.00
53222	8/30/2023	Illinois Heartland Library System-OCLC	\$66.04
53223	8/30/2023	Illinois Library Association	\$150.00
53224	8/30/2023	Lechner Services	\$175.20
53225	8/30/2023	Kathleen Jo Zeigler Mitchem	\$500.00
53226	8/30/2023	Northbrook Hardware	\$65.69
53227	8/30/2023	Kim Pesche	\$175.00
53228	8/30/2023	Jill Pifer	\$474.38
53229	8/30/2023	Playaway Products	\$90.69
53230	8/30/2023	Postmaster - Northbrook	\$310.00
53231	8/30/2023	Quill LLC	\$75.85
53232	8/30/2023	Red Hill Birding	\$200.00
53233	8/30/2023	Olga Rudiak	\$500.00
53234	8/30/2023	Runco Office Supply	\$334.77
53235	8/30/2023	Sujin Song	\$100.00
53236	8/30/2023	State Graphics	\$270.44
53237	8/30/2023	Sterling Services, Inc.	\$375.00
53238	8/30/2023	Swank Motion Pictures Inc.	\$396.00
53239	8/30/2023	Tsai Fong Books, Inc.	\$545.20
53240	8/30/2023	Universal Film Exchanges LLC	\$200.00
53241	8/30/2023	UPS	\$7.10
53242	8/30/2023	VSP of Illinois, NFP	\$401.01
53243	8/30/2023	Robert Waterbury	\$50.00
53244	8/30/2023	Yami Vending Inc.	\$543.90
53245	8/30/2023	Jiyoung Youn	\$5.00
53248	8/31/2023	Baker & Taylor Entertainment	\$452.62
53249	8/31/2023	Cintas	\$42.26

\$15,465.52

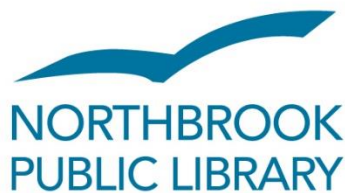
Northbrook Public Library
Bank Register Report
Northbrook Bank & Trust Capital Improvements

Transaction Number	Transaction Date	Vendor	Amount	Description
1885	8/17/2023	F.E. Moran Mechanical Services	\$ 19,500.00	annual payment - IT HVAC project
1886	8/30/2023	Thermosystems Building System Solutions	\$3,157.00	annual payment - chiller investigation
			<u>\$ 22,657.00</u>	

NORTHBROOK PUBLIC LIBRARY

Scheduled Closing Days for Calendar 2024

New Year's Eve	Sunday, December 31, 2023
New Year's Day	Monday, January 1, 2024
Security Training	Friday, January 19, 2024
Easter	Sunday, March 31, 2024 (not a paid holiday)
Staff Development Day	Friday, May 24, 2024
Memorial Day	Monday, May 27, 2024
Fourth of July	Thursday, July 4, 2024
Security Training	Friday, August 2, 2024 (late open, 12:00 pm)
Labor Day	Sunday, September 1, 2024
Labor Day	Monday, September 2, 2024
Thanksgiving Eve	Wednesday, November 27, 2024 (close at 6:00 pm)
Thanksgiving	Thursday, November 28, 2024
Day after Thanksgiving	Friday, November 29, 2024
Christmas Eve	Tuesday, December 24, 2024
Christmas Day	Wednesday, December 25, 2024
New Year's Eve	Tuesday, December 31, 2024
New Year's Day	Wednesday, January 1, 2025



Memorandum

DATE: September 14, 2023

TO: Board of Trustees

FROM: Kate Hall, Executive Director

RE: Updated Employee Handbook Policies

There are two policies in the packet for the board's review with a marked up and clean version. These are included in the consent agenda, but anyone that would like to discuss more fully can ask that they be removed from the consent agenda for additional discussion.

MOTION: To approve and make effective as of October 1, 2023 the updated vacation time and association membership employee handbook policies as presented.

Vacation Time

As part of our ongoing efforts to look at policies and ensure they are fair and equitable, to create a competitive pay and benefits package, and to update policies after implementing the new salary schedule, I am recommending that the board change the vacation time policy to give all full-time staff **4 weeks' vacation**. Previously, any full-time staff that were not degreed librarians received 2 weeks off and then worked up to 4 weeks off over the course of a decade. Librarians immediately received 4 weeks off upon hire. After reviewing work load and coverage with the managers, everyone was in agreement that there will not be an issue with staffing if this policy is changed. This will impact 12 staff currently on the payroll.

~~Professional~~ Association Memberships

I am recommending that we change the wording to be more inclusive from professional to association memberships and to change offering memberships for full-time staff for ALA and ILA from only librarians to all full-time staff. If everyone joins, this would cost the library another \$1,200 annually.

SECTION 3: TIME OFF

03.1 Vacation

Created:	February 2020	Updated:	
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Full-time and regular part-time employees are eligible for paid vacation. Benefit-eligible employees accrue paid vacation each pay period in which they work, take approved paid time off, or take an approved unpaid FMLA. Vacation time must be approved by the employee's manager and be at a time that is convenient to the department. Department managers will see that vacation time is scheduled in relation to both library needs and the desires of individual employees. If vacation requests conflict within a department and departmental operations are such that the conflicting parties cannot be spared at the same time, the department manager shall decide the issue on the basis of seniority and/or skill needs.

Employees are encouraged to use vacation time in the calendar year in which it accrues. Any unused vacation time in excess of the carry-over maximums listed below will be lost at the end of the calendar year.

Employees will not accrue vacation time during unpaid leaves of absence, except for approved FMLA or ADA leaves of absence.

Full-time employees accrue 140 hours (20 days) vacation per year at the rate of 5.83 hours per pay period. The maximum carry-over to the following calendar year is 140 hours. Regular part-time employees accrue 48 hours vacation per year earned at the rate of 2.0 hours per pay period. The maximum carry-over to the following year is 48 hours.

Employees who change status from regular part-time to full-time or from full-time to regular part-time begin accruing at the new rate on the effective date of the change.

Vacation is paid at the employee's rate of pay in effect at the time the employee uses the vacation time. Payment for accrued but unused vacation will be made to employees who terminate employment from the library.

SECTION 3: TIME OFF

03.1 Vacation

Created:	February 2020	Updated:	
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Full-time and regular part-time employees are eligible for paid vacation. Benefit-eligible employees accrue paid vacation each pay period in which they work, take approved paid time off, or take an approved unpaid FMLA. Vacation time must be approved by the employee's manager and be at a time that is convenient to the department. Department managers will see that vacation time is scheduled in relation to both library needs and the desires of individual employees. If vacation requests conflict within a department and departmental operations are such that the conflicting parties cannot be spared at the same time, the department manager shall decide the issue on the basis of seniority and/or skill needs.

Employees are encouraged to use vacation time in the calendar year in which it accrues. Any unused vacation time in excess of the carry-over maximums listed below will be lost at the end of the calendar year.

Employees will not accrue vacation time during unpaid leaves of absence, except for approved FMLA or ADA leaves of absence.

Full-time employees ~~at pay grade 9 and above~~ accrue 140 hours (20 days) vacation per year at the rate of 5.83 hours per pay period. The maximum carry-over to the following calendar year is 140 hours.

~~All other full time employees accrue 70 hours (10 days) vacation per year earned at the rate of 2.92 hours per pay period. After the first year of employment, an additional seven hours of vacation is accrued each year as outlined in the schedule below. The maximum accrual is 140 hours.~~

~~The accrual schedule is as follows:~~

Year of Employment	
1	-70 hours or 2.92 hours per pay period
2	-77 hours or 3.21 hours per pay period
3	-84 hours or 3.50 hours per pay period
4	-91 hours or 3.79 hours per pay period
5	-98 hours or 4.08 hours per pay period
6	-105 hours or 4.38 hours per pay period
7	-112 hours or 4.67 hours per pay period
8	-119 hours or 4.96 hours per pay period
9	-126 hours or 5.25 hours per pay period
10	-133 hours or 5.54 hours per pay period
11	-140 hours or 5.83 hours per pay period

~~The maximum carry over to the following year is the amount earned that year.~~

Regular part-time employees accrue 48 hours vacation per year earned at the rate of 2.0 hours per pay period. The maximum carry-over to the following year is 48 hours.

Employees who change status from regular part-time to full-time or from full-time to regular part-time begin accruing at the new rate on the effective date of the change.

~~Years of service accumulated during regular part time status will count towards vacation eligibility if the employee changes status to full-time.~~

Vacation is paid at the employee's rate of pay in effect at the time the employee uses the vacation time. Payment for accrued but unused vacation will be made to employees who terminate employment from the library.

05.4 Association Memberships

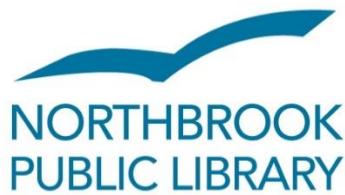
Created:	February 2020	Updated:	May 2023
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- A. Membership for ALA will be paid for all full-time and regular part-time employees. The library will pay for basic membership and one division.
- B. Basic ILA membership will be paid for all full-time and regular part-time employees.
- C. Joint Student membership for ILA and ALA will be paid for any employees enrolled in an ALA accredited Masters of Library and Information Science program.
- D. Other association memberships, for full-time employees are at the discretion of the Executive Director.

05.4 ~~Association~~Professional Memberships

Created:	February 2020	Updated:	May 2023
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- A. Membership for ALA will be paid for all full-time and regular part-time ~~employees~~librarians. The library will pay for basic membership and one division.
- B. Basic ILA membership will be paid for all full-time and regular part-time ~~employees~~librarians.
- C. Joint Student membership for ILA and ALA will be paid for any employees enrolled in an ALA accredited Masters of Library and Information Science program.
- D. Other ~~association~~professional memberships, for full-time employees ~~at a pay grade of 9 or higher~~ are at the discretion of the Executive Director.



Memorandum

DATE: September 5, 2023

TO: Board of Trustees

FROM: Kate Hall, Executive Director

RE: LIMRiCC Intergovernmental Agreement Update

LIMRiCC consists of two separate pools. (1) PHIP – The Purchase of Health Care Insurance Program that comprises of health insurance benefits for your full time and eligible part time employees and (2) UCGA - Unemployment Compensation Claim Program which entails the centralized management of unemployment compensation claims. We are a member of the unemployment pool. Over the last several months, the Board of Director's have been reviewing and updating the LIMRiCC Intergovernmental Agreement (IGA). There are two resolutions for the board to approve. The IGA and resolutions are included in the packet.

IGA Administrative Resolution

Includes clerical updates such as the update of LIMRiCC's address, removal of any reference to an Executive Director as this is outsourced by a contractual agreement with Lauterbach & Amen, LLP and the removal of any reference to JSIP account. JSIP refers to a Joint Self Insurance Program that LIMRiCC no longer offers. The two accounts formerly referred to separately as SHIP and PHIP will be recognized going forward as the Health Insurance Program (HIP). A summary of the changes is listed as well as outlined in the IGA.

Section 2. LIMRiCC is requesting a change to the acronym by which we refer to the Health Insurance plan (right now referred to as PHIP - Purchase of Health Insurance Plan or SHIP - Self-Insurance Health Insurance Plan) to HIP- Health Insurance Plan

Section 3. LIMRiCC is tidying up some language in the IGA

Section 4. LIMRiCC may appoint a designee to handle a piece of business

Section 5. For UCGA membership, it adds language about how it assists in filing for a refund with the Illinois Department of Employment Security.

Section 6. LIMRiCC no longer employs staff (we contract with Lauterbach & Amen), so this moves this duty to the Board of Directors

Section 7. Cleans up language.

Section 8. LIMRiCC no longer offers a plan called JSIP (Joint Self-Insurance Pool), which was a Property & Casualty Plan - Please contact LIRA if your library is interested in coverage like that. The updated IGA is removing all references to JSIP.

Section 9: Removing references to JSIP

Section 10: Removing references to JSIP

Section 11: Removing references to JSIP

Section 12: Cleaning up language

Section 13: Updating the address to the current address (the old address in the IGA is not current and hasn't been for about 5-6 years).

Section 14: Removing references to JSIP

Section 15: Notices may also come from emails, not just mailings.

Section 16: Cleans up the language in the IGA

Section 17: Simplifies the language in the IGA

Section 18: Simplifies the language in the IGA

Section 19: Simplifies the outdated language in the IGA (we're no longer in the year 2015...)

Section 20: Simplifies the language

Section 21: Updates the language

Section 22: Fixes a typo

Section 23: LIMRiCC no longer employs an Executive Director

Section 24: Updates the address again

Section 25: Simplifies the language

Section 26: Updates the address again

Section 27: LIMRiCC no longer has a staff (we contract with Lauterbach & Amen), so it deletes the word "staff"

Section 28: Capitalizes a word

Section 29: Suggest November 15th, 2023 for the new agreement date

Section 29: Each member affected by the amendments will receive notice of the amendments and the notice period and a voting ballot

Section 30: The new IGA will need 2/3rds of the membership to approve

Section 31: The President of the Library Board will be authorized to sign, and the Secretary is authorized to attest the resolution upon passage by the Library Board

the LIMRiCC Board authorized the sending of this Resolution on July 26th, 2023

IGA Substantive Resolution

Includes new member procedures, requirements of a terminating member, mandatory LIMRiCC sponsored meetings, and a late fee for PHIP payments. A summary of the changes is below as well as outlined in the IGA.

The Substantial Resolution Changes are:

Section 2: Removing the distinction between PHIP and SHIP insurance. It will now be referred to as HIP "Health Insurance Plan"

Section 3: For UCGA (Unemployment Compensation Insurance), a late fee will be assessed for \$50.00 any paperwork or payment submitted after the due date. The Board has the authority to increase the late fee by up to 10% in a calendar year.

Section 4: Adds the words "and dental insurance for insured participants" - basically, dental insurance wasn't part of the package included in the wording before.

Section 5: The Administration fee for the Calendar year will be announced each year at the Annual Fall membership meeting.

Section 6: Cleans up language

Section 7: Employers are required to maintain HR paperwork for employees demonstrating that employees are eligible for the purchase of insurance benefits (meeting hourly requirements, etc.) Employers must also notify LIMRiCC of new and terminated employees in a timely fashion.

Section 8: Members must have at least 1 representative from their library at each full membership meeting; failure to have a member at the meeting without good cause may result in a \$150 fee.

Section 9: In years where LIMRiCC's benefit provider (health insurance plan) allows new members to join, an application for membership will be required. If the health insurance provider clears the library for membership, the new member will be required to sign the IGA AND pay a non-refundable 2-month premium into LIMRiCC's reserves. The premium will be based on the new member's enrollment and will apply to PHIP and SHIP.

Section 10: Adds language related to how late fees are determined.

Section 11: Adds language related to how refunds from LIMRiCC are handled if an adjustment to an invoice is necessary.

Section 12: Clarifies language about termination of membership or voluntary withdrawal, including the notice period to be provided to LIMRiCC and the length of run-out period of payments to be made to LIMRiCC.

Section 13: Removes language about Metropolitan Library System/Suburban Library System (which is a wee bit of history about LIMRiCC)

Section 14: The proposed date of the amendments is November 15, 2023

Section 15: That members were given notice about the amendments

Section 16: The amendments will be adopted upon 2/3rds of an affirmative vote of the members

Section 17: The President of the Library Board is empowered to sign, and the Secretary of the Board can attest once the Library Board votes to approve the Resolution

**INTERGOVERNMENTAL AGREEMENT PROVIDING FOR RISK
MANAGEMENT AND AUTHORIZING MEMBERSHIP IN
THE LIBRARY INSURANCE MANAGEMENT AND RISK
CONTROL COMBINATION (LIMRiCC)
AMENDED EFFECTIVE DECEMBER 1, 2015**

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**INTERGOVERNMENTAL AGREEMENT PROVIDING FOR RISK
MANAGEMENT AND AUTHORIZING MEMBERSHIP IN THE LIBRARY
INSURANCE MANAGEMENT AND RISK CONTROL (LIMRiCC)**

In consideration of the agreements hereinafter provided, the Board of Trustees of the _____, hereinafter referred to as "Library" or "Member" and the Library Insurance Management and Risk Control Combination, hereinafter referred to as "LIMRiCC" (an intergovernmental entity voluntarily established by contracting Library Systems, Boards of Library Trustees, Library Districts and Intergovernmental Entities that provide services to Public Libraries, Library Districts and Library Systems), agree as follows:

The _____ Public Library agrees to participate in the following Programs (the Programs) with LIMRiCC:

☐

The Unemployment Compensation Program (UCGA);

☐

The Employee Benefit Insurance Program.

ARTICLE I. THE UNEMPLOYMENT COMPENSATION CLAIM PROGRAM.

A. Findings and Authority.

1. Unemployment claims against Library Districts, Boards of Library Trustees, Library Systems, and Intergovernmental Entities that provide services to Public Libraries, Library Districts and Library Systems can be handled more economically and efficiently if claims are processed on a volume basis.
2. The centralization of administration of these claims is consistent with the goals of the Intergovernmental Cooperation Clause of the Constitution of the State of Illinois (Article VII, Section 10) and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) and is further authorized by 820 ILCS 405/1405.

3. The members and LIMRiCC, therefore, agree to the Provisions hereinafter set forth for the centralized management of unemployment compensation claims.

B. Definitions – (Article I).

Unless otherwise indicated, terms used herein are defined as provided in “An Act in Relation to Unemployment insurance” approved June 30, 1937, as amended

“Claims” – The Unemployment Compensation Claims made against the Members.

“Final Rate” is defined as fifteen percent of the Rate. In other words, “Final Rate” = $\text{Rate} / (1 - .15)$.

“Investment Dividend” is defined as Investment Income, if greater than zero.

“Investment Income” is defined as the Total Dividend minus the Underwriting Dividend.

Where the term “LIMRiCC” is used, it shall include LIMRiCC and any private or public corporation it shall retain to assist in the administration and payment of claims unless the context indicates otherwise.

When the term “Member” is used, it shall refer to any entity participating in the Unemployment Compensation Program.

“Member employee” shall include each employee of the Member covered by the Unemployment Compensation Act.

“Member Experience” is defined as the sum of three years of claims divided by the sum of three years of taxable payroll for each Member. In other words, “Member Experience” = $\text{Sum} (\text{“3 years of claims”}) / \text{Sum} (\text{“3 years of taxable payroll”})$.

“Member Investment Dividend” is defined as the Investment Dividend multiplied by the Premium divided by the total premium. In other words, “Member Dividend” = $\text{Investment Dividend} * \text{Premium} / \text{Total Premium}$.

“Member Profit” is defined as premium minus claims, where premiums exceed claims.

“Pooled Account” – All assets of LIMRiCC devoted to the Unemployment Compensation Program.

“Pool Experience” is defined as the total of three years of claims divided by the total of three years of taxable payroll for the pool. In other words, “Pool Experience” = Total 3 years of claims / Total 3 years of taxable payroll.

“Pool Profit” is defined as the sum of “Member Profit.”

“The Previous Agreement: - The Unemployment Compensation Agreement between the Member and Metropolitan Library System(formerly Suburban Library System).

“Profitable Members” – means those Members whose premiums exceed claims made.

“Program” – The Unemployment Compensation Program pursuant to this Agreement.

“Rate” is defined as fifty percent of the Member Experience plus fifty percent of the Pool Experience. In other words, “Rate” = $\frac{1}{2} \times$ Member Experience + $\frac{1}{2} \times$ Pool Experience.

“Reserve Account” – An account to be maintained at \$1,000,000 subject to temporary reductions for payment of mandated claims, and not available for refunding except on the termination of the Unemployment Compensation Program.

“Underwriting Dividend” is defined as the Underwriting Income, if greater than zero.

“Underwriting Income” is defined as the total premiums subtracting the total claims.

C. Agreements of Members.

1. To designate LIMRiCC to process the claims of the Member.
2. That LIMRiCC may contract with private or public corporations for assistance in the processing of claims and the member will share in the cost of administering and paying the claims as provided in this contract.
3. That each year this Agreement is in effect, each Member shall pay to LIMRiCC:
 - (a) The Rate multiplied by the wage base set by the State of Illinois; and
 - (b) The Final Rate, as defined herein.

The Member shall make these payments in equal quarterly installments due on the 15th day of April, July, October and January of each year.

4. At such time as merit rating is established for the Member, as hereinafter provided, the above payments shall be adjusted accordingly.
5. To elect to be a reimbursing employer during the term of this Agreement.
6. That appropriate personnel of the Member will attend meetings conducted by LIMRiCC regarding procedures to reduce claims and that the Member will utilize these procedures.
7. To cooperate in all respects with LIMRiCC so that it can exercise the rights, duties and obligations of the Member as an employer concerning claims.
8. To provide LIMRiCC with information regarding the facts and circumstances of the termination of any of the Member employees within one working day from termination.
9. To furnish LIMRiCC with copies of all reports of Member employees required by the State pursuant to the Unemployment Compensation Act.
10. To permit inspection and audit of Member payroll records by LIMRiCC at such times as the inspection or audit does not interfere with the conduct of business. The Member will provide LIMRiCC with a copy of the quarterly report of Member employees.
11. To comply with such other reasonable rules and regulations as may be established by LIMRiCC for the administration of the Agreement.
12. To permit LIMRiCC to elect not to protest or object to claims or file appeals for allowed claims, provided that the Member shall have the option to defend the claims itself if LIMRiCC elects not to defend. The Member must notify LIMRiCC within two (2) working days of the receipt of the claims, but not later than the due date of any protests, objections or appeals to such claims, if the Member wishes to exercise its option to defend the claims. If the Member has timely notified LIMRiCC of the Member's exercise of this option, LIMRiCC will advise the Member within two (2) working days of the receipt of the claim by LIMRiCC, but not later than the due date

of protests, objections, or appeals to such claims, if LIMRiCC elects not to defend.

13. To furnish LIMRiCC, or its designee, notice of claims within two working days of the receipt of the claims by the Member, but not later than the due date of any protests, objections or appeals to such claims. In addition, the Member will furnish LIMRiCC such information regarding the claims as LIMRiCC may require.
14. To furnish a power of attorney or similar authority to the agent processing claims on behalf of LIMRiCC.

D. Powers and Duties of LIMRiCC.

The powers and duties of LIMRiCC are as follows:

1. To act as the designated agent of the Member in the processing and defending of claims subject to the right of LIMRiCC to delegate these responsibilities as provided herein, and to deposit all payments received pursuant to this Agreement in a separate and distinct bank account to be held, administered and paid over as herein provided. Where funds are available for investment they will be deposited in interest bearing accounts or otherwise lawfully invested.
2. To pay allowed claims against Member employers.
3. To file in the name of and in behalf of Member, protests, objections or appeals to claims that, in the judgment of LIMRiCC, are filed by claimants who are not eligible or who are disqualified pursuant to the Unemployment Compensation Act. LIMRiCC, in its determination, shall exercise that judgment usually exercised by responsible private employers under similar circumstances.
4. To cause an evaluation to be conducted for appropriate Member personnel.
5. To cause training programs concerning the Unemployment Compensation Act to be conducted for appropriate Member personnel.
6. To prepare and file claims for refund where appropriate.
7. To maintain a separate record of the contributions made and the claims paid attributable to each Member, that shall be deducted from the credit balance.
8. To pay the reasonable charges attributable to the services rendered pursuant to this Program from first, the interest earned, and if this is insufficient, from the principal of the fund. These charges shall include, but not be limited to, contract payments for the services for audit expenses, attorneys fees,

equipment, supplies, reimbursement to LIMRiCC for its services and use of its facilities as provided in the BY-Laws of LIMRiCC.

LIMRiCC staff shall manage or contract for services for this Program, provided the annual compensation for these services shall not exceed the Final Rate without the consent of fifty percent (50%) of the Members.

9. To set the Rate for each Member as based on the experience of the Pool ("Pool Experience") and the experience of the individual Member ("Member Experience"). The Rate is calculated by adding $\frac{1}{2}$ multiplied by the Member Experience to $\frac{1}{2}$ multiplied by the Pool Experience. For new members, defined as those with less than three years experience in the Program, the Rate is calculated using the Pool Experience only.
10. To set forth as in the same manner as in Paragraph 9, if the evaluation establishes that the Member has a deficit balance, a merit rating may be established in excess of 2% but no more than 5%.
11. To authorize LIMRiCC at its option purchase insurance from the Pooled Account to cover claims.
12. To pay for Members who have participated in the Unemployment Compensation Program for ten (10) or more years [including the Program of Metropolitan Library system (formerly Suburban Library System)], LIMRiCC shall make refunds of funds on hand in the Pooled Account in excess of \$1,000,000 as follows:
 - a. Underwriting Dividends and Member Investment Dividends shall be calculated based on audited, fiscal year-end figures.
 - b. Annually by the end of the second quarter of the fiscal year, Underwriting Dividends shall be paid to those Profitable Members based on the amount of underwriting profit generated by Profitable Members as long as the Pooled Account has funds in excess of \$1,000,000. Underwriting Dividends shall be calculated based on the Underwriting Income for Profitable Members. Each Profitable Member's underwriting is calculated by multiplying the Underwriting Dividend by the Member Profit divided by the Pool Profit. This dividend will count towards the Member's account balance.
 - c. Annually by the end of the second quarter of the fiscal year, Member Investment Dividends shall be paid to all Members as long as the Pooled Account has funds in excess of \$1,000,000. Each Member's Investment Dividend shall be calculated by multiplying the Investment Dividend by the premium divided by total premium. This dividend will not count towards the Member's account balance.

E. Period of Coverage, Withdrawal and Termination.

1. The initial coverage provided by LIMRiCC shall include all claims by members for persons whose employment is terminated by such Member during the period from July 1, 1993, through December 31, 1993. Coverage shall be continued from year to year thereafter, on a calendar year basis, unless terminated as provided herein. In the event of termination by a Member, assets remaining in the Member's account and reserve account shall not be refunded. Members terminating with a deficit balance shall reimburse LIMRiCC for the deficit. Either party may terminate its participation in the Pooled Account pursuant to this Agreement by giving written notice at least ninety (90) days prior to December 31 of any year this Agreement is in effect and the withdrawal will then be effective as of December 31 of the year of withdrawal.
2. LIMRiCC shall continue to cover all claims of the Member's employees whose employment was terminated by the Member during the period this Agreement is in effect, provided the member is not in default; and provided further the Member shall pay any deficit in its account in the Pooled Account. A default in payment by the Member shall be deemed termination by the Member and LIMRiCC shall not cover claims made after the default.

F. Prior Coverage – The Previous Agreement.

Members account balances and merit ratings in the previous agreement with Metropolitan Library System (formerly Suburban Library System), shall be transferred to LIMRiCC and credited to the member's account balance in this LIMRiCC program. There will be no interruption of coverage in the transition from the Previous Agreement.

The coverage for Members with account balances and merit ratings pursuant to the previous Agreement with Metropolitan (formerly Suburban Library System) shall include all claims of such Members for persons whose employment with such Member or with any other employer is terminated prior to June 1, 1993.

ARTICLE II. THE SELF-INSURANCE PROGRAM.

A. Purpose.

It is the purpose of this Self-Insurance Program to create an intergovernmental joint self-insurance program (the "Program") with LIMRiCC, Library Districts, Boards of Library Trustees, Library Systems and Intergovernmental Entities that provide services to Public Libraries, Library Districts and Library Systems (the "Members") under the terms

and conditions hereinafter set forth, with LIMRiCC as the administrative entity to operate the Program. It is the purpose of the Member to contract with LIMRiCC and to assume joint liability under a joint self-insurance program as a Member.

B. Authority.

The agreements between LIMRiCC, and the Members are authorized by the intergovernmental cooperation clause as set forth in Article VII, Section 10 of the Constitution Act; 5 ILCS 220/1; and by the provisions of the Local Governmental and Governmental Employees Tort Immunity Act. (745 ILCS 10/1-101 et seq.)

C. Definitions (Article II).

1. "Member" shall mean any Library District, Board of Library Trustees, Library System or Intergovernmental Entity that provides services to Public Libraries, Library Districts and Library Systems which has executed an agreement which is accepted by LIMRiCC for joint self-Insurance on substantially the same terms as this Agreement.
2. "Insured" shall mean a Member and all persons who were, now are, or shall be elected or appointed officials of such Member. The term "Insured" shall include the personnel of any commissions, boards or other units operating by and under the jurisdiction of such Member. The term "Insured" shall not include independent contractors.
3. The term "insured" shall also include the estates, heirs, legal representatives or assigns of deceased persons who are already defined as an Insured.
4. "Wrongful Act" shall mean any actual or alleged error or misstatement, or misleading statement, or act or omission or neglect or breach of duty, including misfeasance, malfeasance and nonfeasance, by an Insured, as a public official, employee or volunteer of the Member.
5. "Loss" shall mean any amount which an Insured is legally obligated to pay or which the Member shall be required by law to pay as indemnity for any claim or claims made against an Insured for Wrongful Act and shall include but not be limited to damages, judgments, settlements, costs of investigation and defense of legal actions (excluding from such costs the salaries of officials or employees of the Member of any governmental body), claims or proceedings and appeals therefrom, costs of attachment or similar bonds; provided always, however, such amount of Loss shall not include fines or penalties imposed by law or the cost of investigation or defense in connection therewith or matters which may be deemed

uninsurable under the law pursuant to which this Agreement shall be construed.

Subject to Article II, E, punitive damages, to the extent permitted by law, shall be insured as a Loss.

6. The "Term of the Agreement" shall mean the term of coverage provided in the Prior Self-Insurance Agreement. If there is no Prior Self-Insurance Agreement, then the Term of Agreement shall be the period of one (1) year following effective date of this Agreement. The Term of the Agreement shall be extended for additional 12 month periods unless terminated by 60 days notice prior to the expiration date by either party provided payment has been made by the member prior to the commencement of the extended term.
7. The "Prior Self-Insurance Agreement" shall mean the previous self insurance agreement with the Metropolitan Library System (formerly Suburban Library System) and the Pool. There shall be no interruption of coverage in the transition from the Prior Self-Insurance Agreement.

D. Insuring Agreement.

1. LIMRiCC will pay (solely from the proceeds of payments from the members) on behalf of the Member all Loss which the Insured shall be legally obligated to pay for any civil claim or claims first made against the Insured because of a Wrongful Act, provided that the claim is first made during the Term of the Agreement and written notice of said claim is received by LIMRiCC during the Term of the Agreement or within thirty (30) days thereafter.
2. LIMRiCC (solely from the proceeds of payments from the Members) will pay the Insured's defense costs arising out of claims, demands or actions seeking relief or redress from Wrongful Acts in any form other than money damages. The maximum amount of recovery under this extension is One Hundred Thousand Dollars (\$100,000.00) for any such claim, less the One Thousand Dollar deductible, provided that the claim is first made during the Term of the Agreement and written notice of said claim is received by LIMRiCC during the Term of the Agreement or within thirty (30) days thereafter.
3. Extensions. This Agreement shall cover Loss arising from any civil claim or claims made against the estates, heirs, legal representatives or assigns of deceased persons who were Insured at the time of the Wrongful Act upon which such civil claim or claims are based.

E. Exclusions.

Subject to Article II-H.5.

LIMRiCC shall not make payment for Loss in connection with any claims made against the Insured allegedly based upon or arising out of one or more of the following:

1. Gaining any personal profit or advantage to which the Insured was not legally entitled;
2. The return by an Insured of any remuneration in fact paid to the Insured if payment of such remuneration shall be held by the court to be in violation of law;
3. Brought about or contributed to by the dishonest acts of the Insured, which were committed by the Insured with actual dishonest purpose and intent and were material to the cause of action.
4.
 - (a) any damages, whether direct, indirect or consequential, arising from, or caused by bodily injury, sickness, disease or death;
 - (b) loss or criminal abstraction of, damage to or destruction of any tangible property or the loss of use of such property by reason of the foregoing;
5.
 - (a) false arrest, assault, battery, detention or imprisonment, or malicious prosecution;
 - (b) defamation, including, but not limited to, libel or slander;
 - (c) a publication or utterance in the course of or related to advertising, broadcasting or telecasting activities by or on behalf of the Member;
 - (d) wrongful entry or eviction or other invasion of the right of private occupancy.
6. "Willful and wanton conduct," meaning a course of action which shows an actual or deliberate intention to cause harm or that, if not intentional, shows an utter indifference to or conscious disregard for the rights of others;
7. The discharge, dispersal, release or escape or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases,

waste materials, asbestos or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, or any object, whether sudden or not;

8. (a) asbestos or any asbestos-related injury or damage; or
- (b) any alleged act, error, omission or duty involving asbestos, its use, exposure, presence, existence, detection, removal, elimination or avoidance; or
- (c) the use, exposure, presence, existence, detection, removal, elimination or avoidance of asbestos in any environment, building or structure.
9. Based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving actual, alleged or threatened nuclear reaction, radiation, contamination, materials or waste, regardless of the cause;
10. Prior to pending litigation as of the effective date of this Agreement and excluding as well, all future claims or suits based upon, arising out of or attributable to said prior or pending litigation;
11. A violation of the Americans with Disabilities Act of 1990 as amended from time to time.

The Wrongful Act of any Insured shall not be imputed to any other insured for the purpose of determining the applicability of the foregoing exclusions.

F. Payments by Members – Assessments.

Each Member shall pay LIMRiCC One Thousand Two Hundred Dollars (\$1,200) for the first year of coverage and One Thousand Dollars (\$1,000) for each year of coverage thereafter. Payments are made prior to the term of coverage. Each Member shall receive credit for payments made and coverage pursuant to the Prior Self-Insurance Agreement.

If funds of the Program are insufficient in the judgment of LIMRiCC, then LIMRiCC may assess the Members for additional payments. Each Member shall be assessed an equal amount.

If a 12-month discovery period is elected by the Member pursuant to paragraph H-2, such Member shall pay LIMRiCC Eight Hundred Dollars (\$800.00).

The Members shall pay the first One Thousand Dollars (\$1,000.00) of each Loss.

G. Powers and Duties of LIMRiCC.

LIMRiCC shall have the following powers and duties in the administration of the Program:

- (1) To employ agents, employees and independent contractors including legal counsel;
- (2) To purchase or lease equipment, machinery, or personal property necessary for the carrying out of the purpose of the Program;
- (3) To carry out educational and other programs relating to risk reductions;
- (4) To collect the funds and administer the Program;
- (5) To provide risk management services;
- (6) To carry out such other activities as are necessarily implied or required to carry out the purposes of the Program; and
- (7) To work with LIMRiCC staff or to contract for service to manage the Program as provided in the By-laws, provided the annual compensation for these services shall not exceed TWELVE THOUSAND DOLLARS (\$12,000.00)

H. Conditions.

1. Warranty Clause.

It is represented and warranted that the particulars and statements contained in application of the Member included in the prior Self-Insurance Agreement, a copy of which is attached hereto, is reaffirmed as of the inception date of this Agreement and is the basis of this Agreement and is considered as incorporated in and constituting part of this Agreement.

A new application shall be made in the form attached hereto and is subject to review and approval by LIMRiCC.

2. Discovery Period.

If LIMRiCC shall cancel or refuse to renew this Agreement, the Member shall have the right to an automatic extended discovery period upon payment of the additional premium set forth in paragraph F in respect of any claim or claims which may be made against the Insured during the period of twelve (12) months after the date of such cancellation or non-renewal, but only in respect of any Wrongful Act committed during the Term of the Agreement and before the date of such cancellation or non-renewal, provided, however, that written application to LIMRiCC for such extension and payment of the premium therefore must be made within thirty (30) days following such cancellation or non-renewal.

3. Limits of Payment for Losses.

Payment for Losses under Article II, D.1 shall be limited to One Million Dollars (\$1,000,000.00) per occurrence. Pursuant to Article II, F, the One Thousand Dollars (\$1,000.00) to be paid by the Member shall be deducted by LIMRiCC for each loss occurring from separate claim.

4. Loss Provision.

If during the Term of the Agreement or extended discovery period:

- (a) the Member or the Insured shall receive written or oral notice from any person that it is the intention of such person to hold the Insured responsible for the results of any specified Wrongful Act done or alleged to have been done by the Insured while acting in the capacity aforementioned; or
- (b) the Member or the Insured shall become aware of any occurrence which may subsequently give rise to a claim being made against the Insured in respect of any such alleged Wrongful Act;

then Member or the Insured shall, as soon as practicable, give written notice to LIMRiCC of the receipt of such written or oral notice under Clause 4(a) or of such occurrence under Clause 4(b). Upon LIMRiCC's receipt of such notice, any claim which may subsequently be made against the Insured arising out of such alleged Wrongful Act shall, for the purposes of this Agreement, be treated as a claim made during the Term of the Agreement in which such notice was given, or if given during the extended discovery period as a claim made during such discovery period.

The Member or the Insured shall, as further condition precedent to the Insured's right to be indemnified under this Agreement, give LIMRiCC any information and all such cooperation as LIMRiCC may reasonably require and as shall be in the Insured's power.

5. Defense, Settlement and Selection of Counsel.

In the event of a claim, the Insured shall take reasonable measure to protect their interests and shall promptly advise LIMRiCC in the event of a claim. If defense of a suit shall be required, LIMRiCC shall consult with the Insured regarding the appointment of counsel. If there is no agreement on the selection, then LIMRiCC shall appoint counsel.

In the event a claim shall be made that is insured under this Agreement and the claim is combined with another claim arising out of the same occurrence that is excluded under Article II-E, then the insured may select independent counsel for the insured's defense for the excluded claim and LIMRiCC will reimburse the insured for the reasonable expenses of independent counsel.

Subject to the foregoing, no cost of expenses shall be incurred on behalf of LIMRiCC under any circumstances without its consent. In the event the Insured and LIMRiCC cannot agree on the allocation or apportionment of counsel's fees and expenses, then under such circumstances the Insured's right of indemnity for such expenses and fees shall not mature until the claim giving rise thereto has been finally and completely adjudicated and-or settled.

LIMRiCC shall not commit the Member to any settlement without the Member's consent. However, if the Insured shall refuse to consent to any settlement recommended by LIMRiCC and shall elect to contest the claim or continue any legal proceedings in connection with such claim, then subject to the provisions of connection with such claim, then subject to the provisions of Article II, H.3, LIMRiCC's liability for the claim shall not exceed the amount for which the claim could have been settled including costs, charges and expenses incurred with its consent up to date of such refusal.

6. Action Against LIMRiCC.

No action shall lie against LIMRiCC unless as a condition precedent thereto, there shall have been full compliance with all of the terms of this Agreement, and until the amount of the Insured's obligation to pay shall have been finally determined either by judgment against the Insured after actual trial or by written agreement of the Insured, the claimant and LIMRiCC.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this Agreement to the extent of the insurance afforded by this Agreement. No person or organization shall have any right under this Agreement to join LIMRiCC as a party to any action against the Insured, to determine the Insured's liability, nor shall the Pool be impleaded by the Insured or the legal representative of the Insured.

The bankruptcy or insolvency of the Insured or the Insured's estate shall not relieve LIMRiCC of any of its obligations hereunder.

The liability of LIMRiCC shall be limited to the proceeds of payments and assessments of the Members made pursuant to this Article II – Self Insurance pursuant to prior self-insurance Agreement.

7. Subrogation.

In the event of any payment under the Agreement, LIMRiCC shall be subrogated to all the Insured's rights of recovery therefore against any person or organization, and the Insured shall execute and deliver such instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing after Loss to prejudice such rights.

8. Changes.

The terms of this Agreement shall not be waived or changed except by written endorsement issued to for a part of this Agreement.

9. Assignment.

There shall be no assignment of interest under this Agreement.

10. Authorization Clause and Notices.

By acceptance of this Agreement, all Insured agree that the Member shall act on behalf of all Insured, officers and employees of the Member with respect to the giving and receiving of notice of claim or cancellation or non-renewal, the payment of premiums and the receiving of any return premiums that may become due under this Agreement. Notice to that individual named in the Application at the address of the member shall also constitute notice to all Insured.

All notices of claims or any other notice required to be given to LIMRiCC under this Agreement shall be in writing and shall be addressed to:

LIMRiCC
P.O. Box 1016
Orland Park, Illinois 60462

11. Acceptance.

By acceptance of this Agreement, the Member and the Insured agree that this Agreement embodies all agreements existing between themselves and LIMRiCC relating to joint self-insurance.

12. Other Insurance.

If the Member or any Insured has other valid and collectible insurance insuring against a Loss covered by this Agreement, the insurance provided by this Agreement shall be secondary to and shall apply in excess of such other insurance.

I. Cancellation.

This Agreement may be canceled by the Member for itself and its Insured by mailing to LIMRiCC written notice stating when thereafter the cancellation shall be effective.

Subject to Article II, H.2, LIMRiCC may cancel this Agreement and shall thereupon mail to the Member notice stating when not less than sixty (60) days thereafter such cancellation shall be effective. Prior to the effective date of such cancellation, the member shall be given an opportunity to be heard by LIMRiCC. After the hearing, LIMRiCC shall determine whether to affirm or rescind the cancellation. Notwithstanding the foregoing, this Agreement may also be canceled by LIMRiCC upon not less than ten (10) days notice when the cancellation is being effected by reason of the Member's non-payment of premium.

The mailing of notice as aforesaid shall be sufficient proof of notice.

The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the Agreement period.

Cancellation shall be subject to the liability of the Member for assessments pursuant to paragraph F, where the assessment results from a claim made prior to the effective date of cancellation. Cancellation by LIMRiCC shall be subject to LIMRiCC's liability, if any, for claims made prior to the effective date of cancellation.

J. Non-Renewal.

If LIMRiCC refuses to renew the Agreement for any additional one-year period, it shall so notify the Member at least sixty (60) days prior to the termination date of the current Agreement. In the absence of such notice, the Member may renew the Agreement each year for an additional one-year period by paying the annual premium prior to the termination date of the current Agreement.

K. Participation In Unexpended Funds.

1. Cancellation.

In the event LIMRiCC cancels the Agreement with a Member, the Member shall receive a pro-rata refund of the amount it has paid for coverage for the period of time that it does not receive coverage. The Member shall also participate in the first five-year

distribution after its cancellation of coverage under the Agreement, to the extent of ten percent (10%) of a five-year Member's distribution for each full year of coverage.

2. Membership for Five or More Years.

Members who have participated for five (5) years shall receive a distribution of unexpended funds within four (4) months after the end of the fifth (5th) year as follows:

<u>Member's Payment to the Fund</u>	X	Unexpended	X	40%
Total Payments to the fund (Less Refunds)		Balance		

After each additional five years of membership, Members who have participated for additional five years of Membership shall receive a distribution of unexpended funds within four (4) months after the end of each fifth year period as follows:

<u>Member's payment to the Fund</u>	X	Unexpended Balance in	X	40%
Total payments to the fund (Less Refunds)		excess of \$2,000,000		

The Member shall be credited for the time of its participation in the Prior Self-Insurance Agreement.

3. On Termination of the Program.

On termination of the Program, all Members participating at that time shall receive a distribution of unexpended funds based on the following formula:

<u>Payments to the Fund (Less Refunds)</u>	X	Unexpended
Payments to all participating Members (at that time) (less refunds)		Funds

Provided, however, distribution will be deferred until all contingent liabilities have been resolved by LIMRiCC.

LIMRiCC reserves the right to establish reserves necessary in its judgment for specific outstanding claims. These reserves shall be deducted from unexpended funds prior to any distribution thereof pursuant to this Paragraph K.

L. Disputes.

Any dispute not resolved by the efforts of the parties shall be adjudicated by filing of a declaratory judgment action in the Circuit Court of Cook County, Illinois. All parties hereto agree that, should such a need arise, every effort will be made to proceed as expeditiously as possible and, further, all parties hereto will submit to jurisdiction and venue in said forum.

M. Prior Coverage.

There shall be no interruption of coverage as a result of the transition from the Prior Self-Insurance Agreement.

The Member's share of unexpended funds in the prior self-insurance agreement as of May 31, 1993, will be transferred by Metropolitan Library System (formerly Suburban Library System) to the Member's share under this LIMRiCC agreement.

The period of time of the member's participation in the prior Self-Insurance Agreement shall be credited to the Member under this LIMRiCC agreement. (Article II-k.2)

ARTICLE III. EMPLOYEE BENEFIT INSURANCE PROGRAM.

A. Purpose.

It is the purpose of this agreement to create a program of LIMRiCC, namely, the Employee Benefit Insurance Program ("Program"). The Program shall consist of two (2) components: (1) the Purchase of Health Insurance Plan ("PHIP") and (2) the Self-Insured Health Insurance Plan ("SHIP").

The creation of the various funds and accounts established as part of this Program are not intended by the Members or LIMRiCC to constitute the transaction of an insurance business within the State of Illinois. The intent of the parties is to separately establish a benefits program and to utilize LIMRiCC to achieve reduced costs of administration and insurance purchases by providing similar services to all Members and to require the Members to pay for and share the costs of such benefits.

1. Purchase of Health Insurance Plan ("PHIP").

Through PHIP, LIMRiCC shall provide for the purchase, on behalf of its Members, of certain insurance coverage for employees, spouses and dependents ("Insured Participants") of Members, under the terms and conditions set forth herein and in the By-Laws of LIMRiCC as in effect from time to time. Through PHIP, LIMRiCC will arrange for the purchase on behalf of Members of various insurance products, including, but not limited to, the following:

Life Insurance Benefits;
Accidental Death and Dismemberment Benefits;
Employee Assistance Program;
Dental Insurance; and
Vision Insurance.

By arranging for the purchase of these insurance products on behalf of all Members, LIMRiCC can achieve savings in premiums.

2. Self-Insured Health Insurance Plan ("SHIP").

Through SHIP, LIMRiCC shall provide a self-insured health insurance plan that provides health insurance coverage, including prescription drug coverage, for Insured Participants of Members, under the terms and conditions set forth herein and in the By-Laws of LIMRiCC as in effect from time to time.

By operating a self-insured health insurance plan on behalf of all Members, LIMRiCC can achieve savings in premiums.

B. Authority.

This agreement is authorized by the intergovernmental cooperation clause as set forth in Article VII, Section 10 of the Constitution of the State of Illinois; by 5 ILCS 220/6 et seq.; and by the provisions of the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 et seq.)

C. Member Contributions.

Members shall be responsible for paying three (3) separate fees to LIMRiCC: (a) the Administration Fee, (2) the PHIP Benefit Fee, and (3) the SHIP Benefit Fee ("Member Contributions"). LIMRiCC will invoice each Member for the amount of Member Contributions due on a monthly basis based on the coverage elected by the Member's Insured Participants. Each Member shall remit its payment of its Member Contributions to LIMRiCC by the due date shown on LIMRiCC's invoice.

D. Administration Fee.

As part of its Member Contribution, each Member shall pay LIMRiCC an administration fee ("Administration Fee"). The purpose of the Administration Fee is to cover the costs and expenses LIMRiCC incurs as the organization that sponsors the Program, such as employee salaries, independent contractor fees, office space, and other institutional costs. The Administration Fee shall not cover the SHIP third-party administrator fees, broker fees, or other fees specific to either PHIP or SHIP, including, but not limited to actuarial fees, legal fees, audit fees, etc. Members shall pay the Administration Fee regardless of whether they have Insured Participants enrolled in PHIP, SHIP, or both.

The Administration Fee shall be comprised of two (2) separate fees: (1) the Base Administration Fee and (2) the Participant Administration Fee.

1. **Base Administration Fee.**

The Base Administration Fee shall be a set fee per month, regardless of the number of Insured Participants the Member has enrolled in the Program or the number of benefits an Insured Participant receives.

2. **Participant Administration Fee.**

The Participant Administration Fee shall be \$5.50 per month for each Insured Participant the Member has enrolled in the Program, regardless of the number of benefits an Insured Participant receives.

3. **Changes to the Base Administration Fee or Participant Administration Fee.**

The Board of Directors has the authority to change any component of the Administrative Fee at any regular meeting of the Board of Directors, provided that all of the Members with Insured Participants of the Program have been provided with thirty (30) days notice of said meeting and of the proposed change to the Base Administration Fee and/or the Participant Administration Fee, which proposed change must be included on the meeting agenda.

E. **PHIP Benefit Fee.**

The PHIP benefit fee shall consist of the premium cost for each of the PHIP insurance products plus any additional amounts necessary, as determined by the Board of Directors, for expenses and costs associated specifically with each respective insurance product ("PHIP Benefit Fee"). A Member's total PHIP Benefit Fee shall be calculated, for each available PHIP insurance product, by multiplying the number of Insured Participants enrolled in a particular insurance product by the PHIP Benefit Fee for that particular insurance product. The Members shall only pay the PHIP Benefit Fee associated with the insurance products for which its Insured Participants are enrolled.

F. **SHIP Benefit Fee.**

Members with Insured Participants enrolled in SHIP shall be responsible for paying, as part of its Member Contributions, the premium cost of SHIP Coverage plus any additional amounts necessary for expenses and costs associated with operating SHIP ("SHIP Benefit Fee").

For the initial SHIP plan year, which is calendar year 2016, the SHIP Benefit Fee shall be determined by a majority vote of the Members at the Fall 2015 Meeting.

For all subsequent SHIP plan years, the SHIP Benefit Fee shall be determined by the Board of Directors. To determine the SHIP premium cost, the Board of Directors shall consult with the SHIP third party administrator to obtain a suggested premium amount. To determine all other expenses and costs associated with SHIP, the Board of Directors shall

consult with the Executive Director to determine the appropriate other expenses and costs. The Board of Directors may adjust the suggested premium amount and any other fees or costs, in its discretion, to determine the final SHIP Benefit Fee.

The Board of Directors may adjust the suggested premium amount from the SHIP third party administrator based on prior, current, or anticipated changes to claims, cash flow, and LIMRiCC membership, and any other factor in its discretion. Similarly, the Board of Directors may adjust the suggested expenses and costs based on its discretion. Unless decided otherwise in the Board of Directors' discretion, when determining whether to adjust the suggested premium amount, or any other expenses or costs of SHIP, the Board of Directors shall attempt to maintain a balance in the SHIP Account that is sufficient to pay approximately six (6) months of regular and ordinary claims without receipt of further SHIP Benefit Fees.

In the event that the Board of Directors should fail to approve the amount of the SHIP Benefit Fee for any given plan year, the SHIP Benefit Fee shall be equal to 115% of the total expected cost as provided by the third-party administrator for the SHIP Benefit Fee.

G. Program Fund.

LIMRiCC shall maintain one (1) fund for the Program (the "Program Fund"). The Program Fund shall have separate accounts for PHIP and SHIP (the "PHIP Account" and "SHIP Account" respectively).

1. Withdrawal of Administration Fees.

All Administrative Fees shall be deposited to the Program Fund, and LIMRiCC shall withdraw the Administrative Fees thereafter to pay all appropriate costs and expenses.

2. Initial SHIP Account Balance.

In order to start SHIP, a balance will be required in the SHIP Account to pay claims. As such, LIMRiCC will deposit the current balance of the Purchase of Health Insurance Program, which is approximately \$1.2 million dollars, into the SHIP Account as an initial contribution. During the initial SHIP plan year, the Board of Directors may also require, in its discretion, Members to pay SHIP Benefit Fees for the first two months of the calendar year in advance in order to ensure the SHIP Account maintains a sufficient balance, provided that all of the Members with Insured Participants enrolled in SHIP have been provided with notice of the requirement of the advance payment, which notice shall be provided at the Fall Renewal Meeting. In addition, the Board of Directors will vote on said advance payment at its meeting in December. The meeting agenda will include the advance payment as a motion to be acted on by the Board of Directors.

H. SHIP Supplemental Benefit Fee.

If (a) the SHIP Account is in jeopardy of not being able to pay claims or (b) the SHIP Account balance is not sufficient to pay approximately six (6) months of regular and ordinary claims without further SHIP Benefit Fees, the Board of Directors may increase the SHIP Benefit Fee during a SHIP plan year, provided that all of the Members with Insured Participants enrolled in SHIP have been provided with fourteen (14) days notice of the reason for the increase in the SHIP benefit fee and of the meeting at which the Board of Directors will vote on such increase.

I. Employee Qualification.

Only Qualified Employees may become Insured Participants under the Program. To be a Qualified Employee for PHIP, an individual must be a full-time employee of a Member or be a part-time employee of a Member who works a minimum of twenty (20) hours per week and has one year of service with the Member. For SHIP, effective January 1, 2016, Qualified Employees shall include Full-Time employees of a Member. For purposes of SHIP, "Full-Time" shall mean the following: (1) for any Member that is an applicable large employer (as that term is defined under Code Section 4980H), full-time status may be determined using any permissible method under Code Section 4980H; and (2) for any Member that is not an applicable large employer, "full-time" shall mean 30 hours or more per week, on average; provided, however, that employees who work less than thirty (30) hours per week may continue to be Qualified Employees if they have been continuously enrolled in health insurance coverage with LIMRiCC prior to the establishment of SHIP. If such an employee terminates participation in SHIP, the employee cannot reenroll unless he/she becomes a full-time employee and works a minimum of thirty (30) or more hours per week on average at the time of reenrollment.

Members may set stricter requirements for their employees to be eligible for the Program, except that Members are required to provide and pay for life insurance for all full-time employees unless a full-time employee specifically opts out of the life insurance benefit. Members must provide LIMRiCC with documentation of its requirements for eligibility either in the form of a written policy or resolution authorized by the Member's Board and documentation that substantiates that each of its Insured Participants is a bona fide Qualified Employee by January 15 of each year. In addition, each Member is required to provide LIMRiCC with a monthly listing of any new employees, newly eligible employees, terminated employees or any other qualifying event by the tenth of the month.

Members must certify to LIMRiCC that all of its Insured Participants are bona fide Qualified Employees. Each Member agrees to indemnify and defend LIMRiCC for any claims, damages, liabilities, losses, judgments, settlements, taxes, or fines resulting from an employee of the Member being enrolled in the Program without satisfying the requirements to be a Qualified Employee.

J. Claims.

Any claim for benefits under a PHIP insurance policy shall be made to the insurance company; and if this claim is denied, any appeal therefrom shall follow the insurance company's claims review policy.

Any claims for benefits under SHIP shall be administered by the third-party administrator and any appeal therefrom shall follow the third-party administrator's policy. All claims decisions made by the third party administrator shall be respected by LIMRiCC and final. Each Member agrees to indemnify and defend LIMRiCC for any claims, damages, liabilities, losses, judgments, settlements, taxes, or fines resulting from any claims dispute regarding SHIP benefits or any claims made against LIMRiCC.

K. Mandatory Member Meetings.

LIMRiCC shall hold two (2) mandatory member meetings every year: (1) the Spring Renewal Meeting and (2) the Fall Renewal Meeting. LIMRiCC shall provide fourteen (14) days notice to Members of the agenda and of all matters to be addressed at each mandatory member meeting.

The Spring Renewal Meeting shall be held on or before May 31st of each year to evaluate the operation of the Program and (a) discuss the PHIP insurance products that will be purchased by LIMRiCC on behalf of the Members for the next policy period and corresponding PHIP Benefit Fees and (b) discuss the SHIP benefits for the next policy period, plan changes, if any, and corresponding SHIP Benefit Fees, as well as the status of the SHIP Account and its ability to pay claims.

The Fall Renewal Meeting shall be held on or before October 15th of each year to finalize and vote on (a) the Membership Contributions and (b) the benefits provided by PHIP and SHIP for the following year. A final decision regarding Membership Contributions, PHIP benefits and fees, and SHIP benefits and fees shall be made by a majority vote of the Board of Directors at its September meeting.

Each Member must have at least one (1) representative (Library Director/Administrator, other administrators, or his/her designee) in attendance, either in person or via electronic attendance, both Renewal Meetings. Beginning with plan year 2017, Members will be subject to a \$150 fee for failing to have at least one (1) representative present at a Renewal Meeting, with said fee doubling for each additional Renewal Meeting where at least one (1) representative is not present. If a Member fails to attend all renewal meetings for a period of two (2) years, the Board will terminate the Member from the Program.

The Executive Director or his/her designee shall attend the Renewal Meetings. Each Member may have more than one representative attend.

L. Powers and Duties of LIMRiCC.

The powers of LIMRiCC to perform and accomplish the purposes set forth in this Agreement shall be the following and shall be exercised through the Board of Directors:

1. To purchase PHIP insurance products on behalf of the Members;
2. To organize and operate SHIP, including the hiring of a third party administer;
3. To determine all necessary fees for the operation of PHIP and SHIP, including any increase or supplemental SHIP fees;
4. To terminate any Member for failure to perform obligations and duties as required by this Agreement or as otherwise permitted;
5. To retain brokers, actuaries, consultants or other professionals, who shall provide faithful performance of their respective duties and responsibilities and shall provide acceptable insurance coverage for errors and omissions;
6. To purchase stop loss or other additional insurance plans to limit the potential liability of LIMRiCC and to include any fees or expenses associated with said additional insurance in the SHIP Benefit fee;
7. To employ agents, employees and independent contractors, including legal counsel;
8. To collect the Membership Contributions from the Members;
9. To recommend to Members programs and educational materials relating to claim management and reduction and to carry out educational and other programs relating to claim management and reduction;
10. To enter into written contracts to procure necessary services, supplies, insurance and/or property necessary to accomplish the purposes of the Program;
11. LIMRiCC shall not be responsible for the validity of any insurance policy issued hereunder, nor for the failure of the insurance company to make the payments provided for under any insurance policy, or for the action of any person which may delay, or render null and void or unenforceable, in whole or in part, any insurance policy issued under this Program; and
12. To carry out such other activities as are necessarily implied or required to carry out the purposes of the Program.

M. Powers and Duties of Members.

It is the responsibility of the Member to select suitable insurance coverages for its employees and their respective spouses and dependents from the coverages available under the Program. The rights and conditions with respect to coverage and benefits under such insurance and the self-insured plan shall be determined by the respective insurance policies

and plan, which policies and self-insured plan documents shall be incorporated herein by reference; and LIMRiCC shall have no liability for insurance benefits under PHIP.

In the event of a conflict between the terms of this Program and (a) the terms of a PHIP insurance policy which is then being used in conjunction with this Program or (b) the terms of the SHIP plan document, the terms of said insurance policy and/or the SHIP plan document shall control as to those Members whose employees, and their respective spouses and dependents are receiving insurance coverage and benefits. For this purpose, the insurance policy and SHIP plan document shall control in defining:

1. The persons eligible for insurance coverage;
2. The dates of their eligibility;
3. The conditions which must be satisfied to become insured, if any;
4. The benefits to be provided; and
5. The circumstances under which such insurance terminates.

N. Late Payments.

If a Member is more than ten (10) days late in paying any Membership Contribution, said Member will be responsible for paying a late fee equal to five percent (5%) of said Membership Contribution. All late fees shall be deposited into the PHIP Account or SHIP Account according to the ratio of PHIP Benefit Fees to SHIP Benefits Fees paid by the Member. If a Member fails to make Membership Contributions for a period of three (3) months, the Board may vote to terminate the Member in accordance with Section O, Term of the Program.

O. Term of the Program.

LIMRiCC has been operating a purchase of health insurance program since on or about March 1, 1994 for the purchase of health insurance and other insurance products. This revised Article III and Program amends LIMRiCC's purchase of health insurance program and shall become effective on the 1st day of December, 2015, provided that by such date there are no less than twenty (20) Members of LIMRiCC who have elected in writing to participate in the Program, and shall continue in effect thereafter until terminated.

1. Termination of Membership by Member.

Members shall have the right to cancel participation in the Program by providing 120 days written notice to the Board of Directors, in care of the Executive Director.

2. Termination of Membership by LIMRiCC.

If a Member has a Membership Contribution that is three (3) months past due, the Board may vote to terminate the Member from the Program, provided however that LIMRiCC has provided a thirty (30), sixty (60), and seventy-five (75) days notice to the Member stating (a) the amount due, (b) the due date, and (c) the termination date. A Member may also be terminated for failure to attend the mandatory meetings, as set forth in Section K. In addition, the Board may terminate a Member for failure to perform any other required duty or obligation, after giving at least thirty (30) days notice and an opportunity to cure the alleged failure.

Regardless of the reason for termination, LIMRiCC shall be responsible for any claims incurred before the termination date, provided that the terminated Member does not have any past due Member Contributions. If the Member has past due Member Contributions, all unpaid claims of the Member's Insured Participants shall be the responsibility of the Member.

3. Termination of Program.

The Program shall be terminated if the Board of Directors determines, in its sole discretion, that the termination of the Program is necessary or in the best interests of the Members. In addition, the Program shall also terminate upon the enactment of any State or Federal law and/or a final determination by a court of competent jurisdiction, after all appeals have been exhausted or time for appeal has expired, that the Program is invalid or otherwise contrary to law.

In the event the Program is terminated, the Board of Directors shall:

1. Set an effective date for termination and provide notice of termination to Members at least ninety (90) days prior to the effective date;
2. Collect all Member Contributions;
3. Cause to be paid all claims incurred prior to the effective date of termination provided that such claims are submitted for payment within one year of the date on which they are incurred provided that all Member Contributions have been made by the Member. If assets are not sufficient to pay all such claims, claim payments may be reduced and paid pro rata until all assets are exhausted.
4. Pay all administrative expenses and other liabilities of LIMRiCC in connection with the Program.
5. If the assets of LIMRiCC are not sufficient to satisfy LIMRiCC's liabilities with respect to the Program, the Board of Directors may charge each current Member and each former participating Member who was a participating Member at any time during the twelve (12) month period prior to the effective date of

termination a supplemental Member Contribution in an amount that is equal to the amount of such shortfall multiplied by a fraction, the numerator of which is the amount of Member Contributions required of the former participating Member or the Member during the twelve (12) months prior to the effective date of termination and the denominator of which is the amount of total Member Contributions from all former participating Members and Members during the twelve (12) months prior to the effective date of termination. The Board of Directors shall not be obligated to make claim payment unless and until the shortfall is paid as provided herein.

6. Prior to termination, the Board of Directors shall make adequate provision for the maintenance of the records of the Program, which shall be retained for ten (10) years after the effective date of termination.

4. Refund of SHIP Benefit Fee upon SHIP Termination.

Upon the termination of SHIP for any reason, each Member with Insured Participants enrolled in SHIP at the time of SHIP's termination shall receive a refund of its SHIP Benefit Fees (the "SHIP Refund") from the fund balance, if any. The SHIP Refund shall be calculated for each Member as follows:

- A. LIMRiCC shall remove any Administration Fees from the SHIP Account;
- B. The remaining SHIP Account Balance shall be multiplied by the Member Fraction;
- C. The Member Fraction shall be a fraction where the numerator is equal to the SHIP Benefit Fees paid by the Member in the last twelve (12) months and the denominator is equal to the total SHIP Benefit Fees paid by all Members with Insured Participants enrolled in SHIP in the last twelve (12) months; and
- D. The resulting amount shall constitute the Member's SHIP Refund.

The SHIP Refund shall be paid within a reasonable time of the termination of SHIP, as determined in the discretion of the Board of Directors. Any amounts owed by a Member to LIMRiCC at the time of SHIP's termination shall be deducted from said Member's SHIP Refund and retained by LIMRiCC.

5. Obligations of Terminated Members.

The obligation of LIMRiCC to administer claims incurred under the Plan prior to the effective date of termination or voluntary withdrawal for a terminated Member shall continue for claims that are filed within 90 days after such effective date. Members who have either been terminated or have voluntarily withdrawn are required to make all Member Contributions and supplemental payments during such 90-day period.

P. Rights and Obligations of Members.

The rights of each Member of LIMRiCC shall include the following:

1. To enforce the obligations of LIMRiCC as set forth herein as a contractual obligation. This contract may be enforced in a court of law either by LIMRiCC itself or by any of its Members. The consideration for the obligations imposed herewith shall be based upon the mutual promises and agreements of the Members set forth herein.
2. No member agrees or contracts herein to be held responsible for any claims in tort or contract or otherwise made against any other Member. Members intend in the creation of LIMRiCC to establish an organization for the purchase of health insurance and other insurance products as stated herein within the scope herein set forth, and have not created as between Members any relationship of surety, indemnification or responsibility for the debts of or claims against any Member.

The obligations of each Member of LIMRiCC shall include the following:

1. To make all payments of Membership Contributions and any other payments to LIMRiCC as established in its By-Laws and this Agreement, including but not limited to late fees and supplemental benefit fees.
2. To hold an open enrollment meeting annually to provide education to the Member's Qualified Employees regarding the Program's benefits.
3. To allow LIMRiCC reasonable access to all facilities of the Member and all records relating to benefits, claims, and the financial obligations of the Member to LIMRiCC.
4. To report to LIMRiCC as promptly as possible all claims made to it within its benefit program as administered by LIMRiCC.
5. To furnish full cooperation with LIMRiCC's attorneys, Executive Director and any agent, employee, officer or independent contractor of LIMRiCC relating to the purposes and powers of LIMRiCC.
6. To act promptly and within a reasonable period of time on all matters requiring approval or action by Members and to not withhold such approval unreasonably or arbitrarily.
7. To follow in the operations of the Member all procedures established by LIMRiCC within its purposes and powers, including, but not limited to, the use of release forms, posting of notices, participation in educational and record-keeping programs, limitations on activities offered, and the use of loss prevention techniques and devices.

8. In the event that LIMRiCC shall be required to expend funds for administrative, legal or other operating costs, or to take other actions required under this Agreement or its By-Laws, the Member shall pay its share of the amounts so expended as provided in the By-Laws.

9. To appropriate or budget annually its liabilities under the LIMRiCC Program or Programs in which the Member participates.

10. To review all notices sent by LIMRiCC.

11. To attend all mandatory member meetings as set forth in Section K hereof.

12. During its participation in SHIP, a Member shall only exclusively provide to its employees, except independent contractors, or those in union-sponsored programs, the health benefits provided through SHIP.

13. In the event LIMRiCC should in error pay any benefit claims, administrative fees, or other charges on behalf of a Member, which it was not obligated to pay, the Member shall, upon thirty (30) days' written notice, reimburse LIMRiCC for the amounts improperly paid.

14. In the event that a Member should sue LIMRiCC or any of its Directors, Officers, or employees, or agents regarding any issue related to this Article III and should not be the prevailing party in that suit, said Member shall, as part of its contractual obligation to LIMRiCC, pay the reasonable attorneys' fees and other costs and expenses expended by LIMRiCC in defending against that suit.

15. This Agreement and LIMRiCC's Bylaws are not intended to create or provide any rights in third-parties, including, but not limited to, any Qualifying Employees or Insured Participants.

Q. Liability of LIMRiCC, Its Officers and Directors.

The members of the Board of Directors and the officers and employees of LIMRiCC shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties hereunder. They shall not be liable for any mistake of judgment or other action made, taken or omitted by them in good faith; nor for any action taken or omitted by any agent, employee or independent contractor; nor for any loss incurred through investment of LIMRiCC funds or failure to invest. They may participate in indemnification and self insurance programs. No Director, officer or employee shall be liable for any action taken or omitted by any other Director or officer. Board members, officers and employees of LIMRiCC shall be indemnified and held harmless by LIMRiCC for claims by third parties arising out of the good faith discharge of duties related to the Program.

The liability of LIMRiCC, its officers and Directors is limited solely to the proceeds of payments of Members. The funds of each insurance program, i.e. those established under

Articles I, II and III are kept separate and accounted for separately. Claims in each such separate insurance program are limited to the funds of that separate program.

If any claim or action not covered by insurance is instituted against a Director, officer or employee of LIMRiCC allegedly arising out of an act or omission occurring within the scope of his or her duties, LIMRiCC shall at the request of them:

1. Appear and defend against the claim or action; and
2. Pay or indemnify the Director, officer or employee for a judgment and court costs based on such claim or action, provided there shall be no indemnification for any portion of a judgment representing an award of punitive or exemplary damages; and
3. Pay or indemnify the Director, officer or employee for a compromise or settlement of such claim or action providing the settlement is approved by the Board of Directors of LIMRiCC.

The term "Director, officer or employee" shall include former Directors, officers and employees. This indemnification resolution shall not apply if the Board of Directors finds that the claim or action is based on malicious, willful or criminal claim or action is based on malicious, willful or criminal misconduct. In such case the action to be taken by the Board of Directors will be determined after an investigation of the facts.

R. By-laws.

The Program is subject to the current By-Laws of LIMRiCC. A copy of the current By-Laws of LIMRiCC is posted on LIMRiCC's website.

S. Notices.

All notices of claims or any other notice required to be given pursuant to the Program, shall be sent by certified mail and/or electronic mail. To notify LIMRiCC, members shall use the following mailing address:

LIMRiCC
PO Box 1016
Orland Park, IL 60462

and the following email address:

limricc.april@comcast.net

Each Member shall designate an individual to receive notices from LIMRiCC regarding the Program and provide LIMRiCC with current contact information for said individual,

including mailing address and email address. If such addresses change, any party hereto may designate in writing to the other parties pursuant to the provisions of this Section the new contact information and address.

ARTICLE IV. **RIGHTS AND OBLIGATIONS OF MEMBERS.**

A. The obligations of each Member of LIMRiCC shall include the following:

1. To allow LIMRiCC reasonable access to all facilities of the Member and all records relating to claims and the financial obligations of the Member to LIMRiCC.
2. To furnish full cooperation with LIMRiCC's attorneys, claims administrator with any agent, employee, officer or independent contractor LIMRiCC relating to the purposes and powers of LIMRiCC.
3. To follow in the operations of the Member all loss reduction and prevention procedures established by LIMRiCC within its purposes and powers, including, but not limited to, the use of release forms, posting of notices, participation in educational and record-keeping programs, limitations on activities offered, and the use of loss prevention techniques and devices.
4. In the event that LIMRiCC shall be required to expend funds for administrative, legal or other operating costs, or to take other actions required under this Agreement or its BY-Laws, the Member shall pay its share of the amounts so expended as provided in the By-Laws.
5. To make other payments to LIMRiCC as established in the By-Laws.
6. To appropriate or budget annually its liabilities under the LIMRiCC Programs.

B. **Rights of Members.**

Rights of each Member of LIMRiCC shall include the following:

1. To enforce the obligations of LIMRiCC as set forth herein as a contractual obligation. This contract may be enforced in a court of law either by LIMRiCC itself or by any of its Members. The consideration for the obligations imposed herewith shall be based upon the mutual promises and agreements of the members set forth herein.

2. Except as provided in Article II-F, no Member agrees or contracts herein to be held responsible for any claims in tort or contract or otherwise made against any other Member. Members intend in the creation of LIMRiCC to establish an organization for joint risk management only within the scope herein set forth and have not created as between Members any relationship of surety, indemnification or responsibility for the debts of or claims against any Member.
3. Where rights of Members to participate in benefits are dependent on the length of time of participation, the Member shall be credited for its participation in the predecessor programs of the Metropolitan Library System (formerly Suburban Library System).

ARTICLE V. LIABILITY OF LIMRiCC, ITS OFFICERS AND DIRECTORS.

The members of the Board of Directors and the officers and employees of LIMRiCC shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties hereunder. They shall not be liable for any mistake of judgment or other action made, taken or omitted by them in good faith; nor for any action taken or omitted by any agent, employee or independent contractor; nor for any loss incurred through investment of LIMRiCC funds or failure to invest. They may participate in indemnification and self-insurance programs. No Director, officer or employee shall be liable for any action taken or omitted by any other Director or officer.

The liability of LIMRiCC, its officers and Directors is limited solely to the proceeds of payments of Members and proceeds of any insurance provided by LIMRiCC. The funds of each insurance program, i.e. those established under Articles I, II, and III are to be kept separate and accounted for separately. Claims in each such separate insurance program are limited to the funds of that separate program.

If any claim or action not covered by insurance is instituted against a Director, officer or employee of LIMRiCC allegedly arising out of an act or omission occurring within the scope of his or her duties, LIMRiCC shall at the request of the Director, officer or employee:

- (a) appear and defend against the claim or action; and
- (b) Pay or indemnify the Director, officer or employee for a judgment and court costs based on such claim or action, provided there shall be no indemnification for any portion of a judgment representing an award of punitive or exemplary damages; and
- (c) pay or indemnify the Director, officer or employee for a compromise or settlement of such claim or action providing the settlement is approved by the Board of Directors of LIMRiCC.

The term Director, officer or employee shall include former Directors, officers and employees. This indemnification resolution shall not apply if the Board of Directors finds that the claim or action is based on malicious, willful or criminal misconduct. In such case, the action to be taken by the Board of Directors will be determined after an investigation of the facts.

ARTICLE VI. **BY-LAWS.**

A certified copy of the By-Laws of LIMRiCC has been furnished to the Member.

ARTICLE VII. **NOTICES.**

All notices of claims or any other notice required to be given pursuant to this agreement, shall be sent by certified mail and shall be addressed to:

LIMRiCC
P.O. Box 1016
Orland Park, Illinois 60462

And to:

ARTICLE VIII. **FORMER PARTICIPATION OF METROPOLITAN
LIBRARY SYSTEM (FORMERLY SUBURBAN LIBRARY
SYSTEM).**

LIMRiCC is the successor in interest to Metropolitan Library System (formerly Suburban Library System) as the contracting party under the Unemployment Compensation Program and the Joint Self-Insurance Program. Rights and liabilities of Metropolitan Library System (formerly Suburban Library System) is not a contractual participant under the programs.

ARTICLE IX. **AMENDMENTS.**

The Board of Directors may, in the following manner, amend the "By-Laws of the Library Insurance Management And Risk Control Combination (LIMRiCC)" at any time and from time to time to add a new provision or change or remove an existing provision:

- (a) The Board of Directors shall adopt a Resolution setting forth the proposed amendment and the date on which the amendment is to become effective, and directing that the proposed amendment be submitted to each LIMRiCC Member that will be affected by the proposed amendment.
- (b) LIMRiCC shall give to each LIMRiCC Member that will be affected by the proposed amendment written notice of the proposed amendment, including the text of the proposed amendment and the date on which the amendment is to become effective,

together with a ballot for voting to approve or disapprove the proposed amendment. Such notice shall be given not less than 60 days and not more than 90 days before the proposed effective date of the amendment, either via electronic mail or U.S. mail. If mailed, such notice shall be deemed to have been delivered on the second day after the day on which it is deposited in the United States mail, addressed to the Member at its address on the records of LIMRiCC, with postage prepaid.

(c) Each LIMRiCC Member must return its ballot to LIMRiCC on or before 5:00 PM on the proposed effective date of the amendment.

(d) The proposed amendment shall be adopted upon receiving the affirmative vote of at least two-thirds of the LIMRiCC Members entitled to vote on such amendment.

(e) Any number of amendments may be submitted to the LIMRiCC Members and voted upon by them at one time.

(f) A LIMRiCC Member that has timely voted against the adoption of a proposed amendment may, within 60 days after the effective date of the proposed amendment, elect to withdraw from the LIMRiCC Program(s) affected by the new amendment, but only if the amendment materially and adversely affects the Member.

(g) Any LIMRiCC Member that is entitled to elect to withdraw from the LIMRiCC Program(s) in question is precluded from challenging the new amendment that creates the right of withdrawal, unless the adoption of the amendment is fraudulent with respect to the Member or with respect to LIMRiCC, or constitutes a breach of a fiduciary duty owed to the Member.

(h) A LIMRiCC Member that is entitled to elect to withdraw may do so only if the Member deliver its written election to LIMRiCC within the said 60-day period.

(i) Notwithstanding anything to the contrary in this Article, the withdrawal of a Member shall not affect any existing claim(s) in favor of LIMRiCC against the withdrawing Member, or in favor of the withdrawing Member and against LIMRiCC.

ARTICLE X. POWERS OF BOARD OF DIRECTORS.

The Board of Directors may approve additional contracted services to be performed by LIMRiCC staff for other libraries, intergovernmental entities and governmental entities and the revenue from such services will be used to keep overall administrative costs lower for all LIMRiCC members.

Dated this ____ day of _____, 20 ____.

By: _____

President

(to be signed by the LIMRiCC Board President)

LIBRARY INSURANCE MANAGEMENT AND RISK CONTROL COMBINATION
(LIMRiCC)

Dated this _____ day of _____, 20 ____.

By: _____
President

Document number: 355971 – rvd 11.4.15

RESOLUTION PROVIDING FOR THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE LIBRARY INSURANCE MANAGEMENT AND RISK CONTROL COMBINATION ("LIMRICC")

BE IT RESOLVED by the Board of _____ (hereinafter referred to as the "Library") as follows:

1. AUTHORITY: This Resolution is adopted pursuant to the Intergovernmental Cooperation clause of the Constitution of the State of Illinois, the Intergovernmental Cooperation Act, the Library Systems Act, and the Illinois Public Library District Act (or the Illinois Local Library Act where applicable).

2. FINDINGS:

A. The Library Insurance Management and Risk Control combination (LIMRiCC) has heretofore been established by Intergovernmental Agreement among existing public libraries and library systems to provide the following programs:

- _____ 1. The unemployment compensation program;
- _____ 2. The employee benefits insurance program;

A copy of the Intergovernmental Agreement providing for these programs is attached hereto as Exhibit A.

B. It is in the best interests of the Library to participate in such of the above programs as are indicated by a checkmark in the appropriate box.

3. AUTHORIZATION: That the President and Secretary of this Library are, therefore, authorized and directed to execute an Intergovernmental Agreement providing for risk management and authorizing Membership in LIMRiCC for the programs hereinabove indicated, the Intergovernmental Agreement to conform

substantially to the Intergovernmental Agreement attached hereto as Exhibit A and effective on December 1, 2015.

Adopted this ____ day of _____, 20 ____.

pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

(Enter Name of Library)

Its President

Attest:

Its Secretary



**INTERGOVERNMENTAL AGREEMENT
PROVIDING FOR RISK MANAGEMENT AND
AUTHORIZING MEMBERSHIP IN THE
LIBRARY INSURANCE MANAGEMENT
AND RISK CONTROL COMBINATION
(LIMRiCC)**

AMENDED NOVEMBER 15, 2023

www.limricc.org

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**INTERGOVERNMENTAL AGREEMENT PROVIDING FOR RISK
MANAGEMENT AND AUTHORIZING MEMBERSHIP IN THE LIBRARY
INSURANCE MANAGEMENT AND RISK CONTROL (LIMRiCC)**

In consideration of the agreements hereinafter provided, the Board of Trustees of the _____, hereinafter referred to as "Library" or "Member" and the Library Insurance Management and Risk Control Combination, hereinafter referred to as "LIMRiCC" (an intergovernmental entity voluntarily established by contracting Library Systems, Boards of Library Trustees, Library Districts and Intergovernmental Entities that provide services to Public Libraries, Library Districts and Library Systems), agree as follows:

The _____ Public Library agrees to participate in the following Programs (the Programs) with LIMRiCC:

☐

The Unemployment Compensation Program (UCGA)

☐

The Employee Benefit Insurance Program.

ARTICLE I. THE UNEMPLOYMENT COMPENSATION CLAIM PROGRAM.

A. Findings and Authority.

1. Unemployment claims against Library Districts, Boards of Library Trustees, Library Systems, and Intergovernmental Entities that provide services to Public Libraries, Library Districts and Library Systems can be handled more economically and efficiently if claims are processed on a volume basis.
2. The centralization of administration of these claims is consistent with the goals of the Intergovernmental Cooperation Clause of the Constitution of the State of Illinois (Article VII, Section 10) and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) and is further authorized by 820 ILCS 405/1405.

3. The members and LIMRiCC, therefore, agree to the Provisions hereinafter set forth for the centralized management of unemployment compensation claims.

B. Definitions – (Article D).

Unless otherwise indicated, terms used herein are defined as provided in “An Act in Relation to Unemployment insurance” approved June 30, 1937, as amended

“Claims” – The Unemployment Compensation Claims made against the Members.

“Final Rate” is defined as fifteen percent of the Rate. In other words, “Final Rate” = $\text{Rate} / (1 - .15)$.

“Investment Dividend” is defined as Investment Income, if greater than zero.

“Investment Income” is defined as the Total Dividend minus the Underwriting Dividend.

Where the term “LIMRiCC” is used, it shall include LIMRiCC and any private or public corporation it shall retain to assist in the administration and payment of claims unless the context indicates otherwise.

When the term “Member” is used, it shall refer to any entity participating in the Unemployment Compensation Program.

“Member employee” shall include each employee of the Member covered by the Unemployment Compensation Act.

“Member Experience” is defined as the sum of three years of claims divided by the sum of three years of taxable payroll for each Member. In other words, “Member Experience” = $\text{Sum (“3 years of claims”)} / \text{Sum (“3 years of taxable payroll”)}$.

“Member Investment Dividend” is defined as the Investment Dividend multiplied by the Premium divided by the total premium. In other words, “Member Dividend” = $\text{Investment Dividend} * \text{Premium} / \text{Total Premium}$.

“Member Profit” is defined as premium minus claims, where premiums exceed claims.

“Pooled Account” – All assets of LIMRiCC devoted to the Unemployment Compensation Program.

“Pool Experience” is defined as the total of three years of claims divided by the total of three years of taxable payroll for the pool. In other words, “Pool Experience” = Total 3 years of claims / Total 3 years of taxable payroll.

“Pool Profit” is defined as the sum of “Member Profit.”

“Profitable Members” – means those Members whose premiums exceed claims made.

“Program” – The Unemployment Compensation Program pursuant to this Agreement.

“Rate” is defined as fifty percent of the Member Experience plus fifty percent of the Pool Experience. In other words, “Rate” = $\frac{1}{2}$ x Member Experience + $\frac{1}{2}$ x Pool Experience.

“Reserve Account” – An account to be maintained at \$1,000,000 subject to temporary reductions for payment of mandated claims, and not available for refunding except on the termination of the Unemployment Compensation Program.

“Underwriting Dividend” is defined as the Underwriting Income, if greater than zero.

“Underwriting Income” is defined as the total premiums subtracting the total claims.

C. Agreements of Members.

1. To designate LIMRiCC to process the claims of the Member.
2. That LIMRiCC may contract with private or public corporations for assistance in the processing of claims and the member will share in the cost of administering and paying the claims as provided in this contract.
3. That each year this Agreement is in effect, each Member shall pay to LIMRiCC:
 - (a) The Rate multiplied by the wage base set by the State of Illinois; and
 - (b) The Final Rate, as defined herein.

The Member shall make these payments in equal quarterly installments due on the 15th day of April, July, October and January of each year. A late fee of \$50.00 will be issued for any paperwork or payment submitted after the due date. The Board of LIMRiCC shall have the authority to increase the late fee by up to ten percent (10%) in a calendar year.

4. At such time as merit rating is established for the Member, as hereinafter provided, the above payments shall be adjusted accordingly.
5. To elect to be a reimbursing employer during the term of this Agreement.
6. That appropriate personnel of the Member will attend meetings conducted by LIMRiCC regarding procedures to reduce claims and that the Member will utilize these procedures.
7. To cooperate in all respects with LIMRiCC so that it can exercise the rights, duties and obligations of the Member as an employer concerning claims.
8. To provide LIMRiCC or its designee with information regarding the facts and circumstances of the termination of any of the Member employees within one working day from termination.
9. To furnish LIMRiCC with copies of all reports of Member employees required by the State pursuant to the Unemployment Compensation Act.
10. To permit inspection and audit of Member payroll records by LIMRiCC at such times as the inspection or audit does not interfere with the conduct of business. The Member will provide LIMRiCC with a copy of the quarterly report of Member employees.
11. To comply with such other reasonable rules and regulations as may be established by LIMRiCC for the administration of the Agreement.
12. To permit LIMRiCC to elect not to protest or object to claims or file appeals for allowed claims, provided that the Member shall have the option to defend the claims itself if LIMRiCC elects not to defend. The Member must notify LIMRiCC within two (2) working days of the receipt of the claims, but not later than the due date of any protests, objections or appeals to such claims, if the Member wishes to exercise its option to defend the claims. If the Member has timely notified LIMRiCC of the Member's exercise of this option, LIMRiCC will advise the Member within two (2) working days of the receipt of the claim by LIMRiCC, but not later than the due date of protests, objections, or appeals to such claims, if LIMRiCC elects not to defend.
13. To furnish LIMRiCC, or its designee, notice of claims within two working days of the receipt of the claims by the Member, but not later than the due date of any protests, objections or appeals to such claims. In addition, the Member will furnish LIMRiCC such

information regarding the claims as LIMRiCC may require.

14. To furnish a power of attorney or similar authority to the agent processing claims on behalf of LIMRiCC.

D. Powers and Duties of LIMRiCC.

The powers and duties of LIMRiCC are as follows:

1. To act as the designated agent of the Member in the processing and defending of claims subject to the right of LIMRiCC to delegate these responsibilities as provided herein, and to deposit all payments received pursuant to this Agreement in a separate and distinct bank account to be held, administered and paid over as herein provided. Where funds are available for investment they will be deposited in interest bearing accounts or otherwise lawfully invested.
2. To pay allowed claims against Member employers.
3. To file in the name of and in behalf of Member, protests, objections or appeals to claims that, in the judgment of LIMRiCC, are filed by claimants who are not eligible or who are disqualified pursuant to the Unemployment Compensation Act. LIMRiCC, in its determination, shall exercise that judgment usually exercised by responsible private employers under similar circumstances.
4. To cause an evaluation to be conducted for appropriate Member personnel.
5. To cause training programs concerning the Unemployment Compensation Act to be conducted for appropriate Member personnel.
6. To assist in filing for a refund with the IDES.
7. To maintain a separate record of the contributions made and the claims paid attributable to each Member, that shall be deducted from the credit balance.
8. To pay the reasonable charges attributable to the services rendered pursuant to this Program from first, the interest earned, and if this is insufficient, from the principal of the fund. These charges shall include, but not be limited to, contract payments for the services for audit expenses, attorneys' fees, equipment, supplies, reimbursement to LIMRiCC for its services and use of its facilities as provided in the BY-Laws of LIMRiCC.

The LIMRiCC Board of Directors shall manage or contract for services for this Program, provided the annual compensation for these services shall not exceed the Final Rate without the consent of fifty percent (50%) of the Members.

9. To set the Rate for each Member as based on the experience of the Pool ("Pool Experience") and the experience of the individual Member ("Member Experience"). The Rate is calculated by adding $\frac{1}{2}$ multiplied by the Member Experience to $\frac{1}{2}$ multiplied by the Pool Experience. For new members, defined as those with less than three years experience in the Program, the Rate is calculated using the Pool Experience only.
10. To set forth as in the same manner as in Paragraph 9, if the evaluation establishes that the Member has a deficit balance, a merit rating may be established in excess of 2% but no more than 5%.
11. To authorize LIMRiCC at its option purchase insurance from the Pooled Account to cover claims.
12. To pay for Members who have participated in the Unemployment Compensation Program for ten (10) or more years [including the Program of Metropolitan Library system (formerly Suburban Library System)], LIMRiCC shall make refunds of funds on hand in the Pooled Account in excess of \$1,000,000 as follows:
 - a. Underwriting Dividends and Member Investment Dividends shall be calculated based on audited, fiscal year-end figures.
 - b. Annually by the end of the second quarter of the fiscal year, Underwriting Dividends shall be paid to those Profitable Members based on the amount of underwriting profit generated by Profitable Members as long as the Pooled Account has funds in excess of \$1,000,000. Underwriting Dividends shall be calculated based on the Underwriting Income for Profitable Members. Each Profitable Member's underwriting is calculated by multiplying the Underwriting Dividend by the Member Profit divided by the Pool Profit. This dividend will count towards the Member's account balance.
 - c. Annually by the end of the second quarter of the fiscal year, Member Investment Dividends shall be paid to all Members as long as the Pooled Account has funds in excess of \$1,000,000. Each Member's Investment Dividend shall be calculated by multiplying the Investment Dividend by the premium divided by total premium. This dividend will not count towards the Member's account balance.

E. Period of Coverage, Withdrawal and Termination.

1. The initial coverage provided by LIMRiCC shall include all claims by members for persons whose employment is terminated by such Member during the period from July 1, 1993, through December 31, 1993. Coverage shall be continued from year to year thereafter, on a calendar year basis, unless terminated as provided herein. In the event of termination by a Member, assets remaining in the Member's account and reserve account shall not be refunded.

Members terminating with a deficit balance shall reimburse LIMRiCC for the deficit. Either party may terminate its participation in the Pooled Account pursuant to this Agreement by giving written notice at least ninety (90) days prior to December 31 of any year this Agreement is in effect and the withdrawal will then be effective as of December 31 of the year of withdrawal.

2. LIMRiCC shall continue to cover all claims of the Member's employees whose employment was terminated by the Member during the period this Agreement is in effect, provided the member is not in default; and provided further the Member shall pay any deficit in its account in the Pooled Account. A default in payment by the Member shall be deemed termination by the Member and LIMRiCC shall not cover claims made after the default.

ARTICLE II. THE SELF-INSURANCE PROGRAM.

A. Purpose.

It is the purpose of this Self-Insurance Program to create an intergovernmental program (the "Program") with LIMRiCC, Library Districts, Boards of Library Trustees, Library Systems and Intergovernmental Entities that provide services to Public Libraries, Library Districts and Library Systems (the "Members") under the terms and conditions hereinafter set forth, with LIMRiCC as the administrative entity to operate the Program. It is the purpose of the Member to contract with LIMRiCC and to assume joint liability under a joint self-insurance program as a Member.

B. Authority.

The agreements between LIMRiCC, and the Members are authorized by the intergovernmental cooperation clause as set forth in Article VII, Section 10 of the Constitution Act; 5 ILCS 220/1; and by the provisions of the Local Governmental and Governmental Employees Tort Immunity Act. (745 ILCS 10/1-101 et seq.)

C. Definitions (Article II).

1. "Member" shall mean any Library District, Board of Library Trustees, Library System or Intergovernmental Entity that provides services to Public Libraries, Library Districts and Library Systems which has executed an agreement which is accepted by LIMRiCC on substantially the same terms as this Agreement.
2. "Insured" shall mean a Member and all persons who were, now are, or shall be elected or appointed officials of such Member. The term "Insured" shall include the personnel of any commissions, boards or other units operating by and under the jurisdiction of such Member. The term "Insured" shall not include independent contractors.

3. The term "insured" shall also include the estates, heirs, legal representatives or assigns of deceased persons who are already defined as an Insured.
4. "Wrongful Act" shall mean any actual or alleged error or misstatement, or misleading statement, or act or omission or neglect or breach of duty, including misfeasance, malfeasance, and nonfeasance, by an Insured, as a public official, employee or volunteer of the Member.
5. "Loss" shall mean any amount which an Insured is legally obligated to pay or which the Member shall be required by law to pay as indemnity for any claim or claims made against an Insured for Wrongful Act and shall include but not be limited to damages, judgments, settlements, costs of investigation and defense of legal actions (excluding from such costs the salaries of officials or employees of the Member of any governmental body), claims or proceedings and appeals therefrom, costs of attachment or similar bonds; provided always, however, such amount of Loss shall not include fines or penalties imposed by law or the cost of investigation or defense in connection therewith or matters which may be deemed uninsurable under the law pursuant to which this Agreement shall be construed.

Subject to Article II, E, punitive damages, to the extent permitted by law, shall be insured as a Loss.

6. The "Term of the Agreement" shall mean the term of coverage provided in the Prior Self-Insurance Agreement. If there is no Prior Self-Insurance Agreement, then the Term of Agreement shall be the period of one (1) year following effective date of this Agreement. The Term of the Agreement shall be extended for additional 12 month periods unless terminated by 60 days notice prior to the expiration date by either party provided payment has been made by the member prior to the commencement of the extended term.

D. Insuring Agreement.

1. LIMRiCC will pay (solely from the proceeds of payments from the members) on behalf of the Member all Loss which the Insured shall be legally obligated to pay for any civil claim or claims first made against the Insured because of a Wrongful Act, provided that the claim is first made during the Term of the Agreement and written notice of said claim is received by LIMRiCC during the Term of the Agreement or within thirty (30) days thereafter.
2. LIMRiCC (solely from the proceeds of payments from the Members) will pay the Insured's defense costs arising out of claims, demands or actions seeking relief or redress from Wrongful Acts in

any form other than money damages. The maximum amount of recovery under this extension is One Hundred Thousand Dollars (\$100,000.00) for any such claim, less the One Thousand Dollar deductible, provided that the claim is first made during the Term of the Agreement and written notice of said claim is received by LIMRiCC during the Term of the Agreement or within thirty (30) days thereafter.

3. Extensions. This Agreement shall cover Loss arising from any civil claim or claims made against the estates, heirs, legal representatives or assigns of deceased persons who were Insured at the time of the Wrongful Act upon which such civil claim or claims are based.

E. Exclusions.

Subject to Article II-H.5.

LIMRiCC shall not make payment for Loss in connection with any claims made against the Insured allegedly based upon or arising out of one or more of the following:

1. Gaining any personal profit or advantage to which the Insured was not legally entitled;
2. The return by an Insured of any remuneration in fact paid to the Insured if payment of such remuneration shall be held by the court to be in violation of law;
3. Brought about or contributed to by the dishonest acts of the Insured, which were committed by the Insured with actual dishonest purpose and intent and were material to the cause of action.
4. (a) any damages, whether direct, indirect or consequential, arising from, or caused by bodily injury, sickness, disease or death;

(b) loss or criminal abstraction of, damage to or destruction of any tangible property or the loss of use of such property by reason of the foregoing;
5. (a) false arrest, assault, battery, detention or imprisonment, or malicious prosecution;

(b) defamation, including, but not limited to, libel or slander;

(c) a publication or utterance in the course of or related to advertising, broadcasting or telecasting activities by or on behalf of the Member;

(d) wrongful entry or eviction or other invasion of the right of private occupancy.

6. "Willful and wanton conduct," meaning a course of action which shows an actual or deliberate intention to cause harm or that, if not intentional, shows an utter indifference to or conscious disregard for the rights of others;
7. The discharge, dispersal, release or escape or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials, asbestos or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, or any object, whether sudden or not;
8.
 - (a) asbestos or any asbestos-related injury or damage; or
 - (b) any alleged act, error, omission or duty involving asbestos, its use, exposure, presence, existence, detection, removal, elimination or avoidance; or
 - (c) the use, exposure, presence, existence, detection, removal, elimination or avoidance of asbestos in any environment, building or structure.
9. Based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving actual, alleged or threatened nuclear reaction, radiation, contamination, materials or waste, regardless of the cause;
10. Prior to pending litigation as of the effective date of this Agreement and excluding as well, all future claims or suits based upon, arising out of or attributable to said prior or pending litigation;
11. A violation of the Americans with Disabilities Act of 1990 as amended from time to time.

The Wrongful Act of any Insured shall not be imputed to any other insured for the purpose of determining the applicability of the foregoing exclusions.

F. Powers and Duties of LIMRiCC.

LIMRiCC shall have the following powers and duties in the administration of the Program:

- (1) To employ agents, employees and independent contractors including legal counsel;
- (2) To purchase or lease equipment, machinery, or personal property necessary for the carrying out of the purpose of the Program;

- (3) To carry out educational and other programs relating to risk reductions;
- (4) To collect the funds and administer the Program;
- (5) To provide risk management services;
- (6) To carry out such other activities as are necessarily implied or required to carry out the purposes of the Program; and

G. Conditions.

1. Warranty Clause.

It is represented and warranted that the particulars and statements contained in application of the Member included in the prior Self-Insurance Agreement, a copy of which is attached hereto, is reaffirmed as of the inception date of this Agreement and is the basis of this Agreement and is considered as incorporated in and constituting part of this Agreement.

A new application shall be made in the form attached hereto and is subject to review and approval by LIMRiCC.

2. Discovery Period.

If LIMRiCC shall cancel or refuse to renew this Agreement, the Member shall have the right to an automatic extended discovery period upon payment of the additional premium set forth in paragraph F in respect of any claim or claims which may be made against the Insured during the period of twelve (12) months after the date of such cancellation or non-renewal, but only in respect of any Wrongful Act committed during the Term of the Agreement and before the date of such cancellation or non-renewal, provided, however, that written application to LIMRiCC for such extension and payment of the premium therefore must be made within thirty (30) days following such cancellation or non-renewal.

3. Limits of Payment for Losses.

Payment for Losses under Article II, D.1 shall be limited to One Million Dollars (\$1,000,000.00) per occurrence. Pursuant to Article II, F, the One Thousand Dollars (\$1,000.00) to be paid by the Member shall be deducted by LIMRiCC for each loss occurring from separate claim.

4. Loss Provision.

If during the Term of the Agreement or extended discovery period:

- (a) the Member or the Insured shall receive written or oral notice from any person that it is the intention of such person to hold

the Insured responsible for the results of any specified Wrongful Act done or alleged to have been done by the Insured while acting in the capacity aforementioned; or

- (b) the Member or the Insured shall become aware of any occurrence which may subsequently give rise to a claim being made against the Insured in respect of any such alleged Wrongful Act;

then Member or the Insured shall, as soon as practicable, give written notice to LIMRiCC of the receipt of such written or oral notice under Clause 4(a) or of such occurrence under Clause 4(b). Upon LIMRiCC's receipt of such notice, any claim which may subsequently be made against the Insured arising out of such alleged Wrongful Act shall, for the purposes of this Agreement, be treated as a claim made during the Term of the Agreement in which such notice was given, or if given during the extended discovery period as a claim made during such discovery period.

The Member or the Insured shall, as further condition precedent to the Insured's right to be indemnified under this Agreement, give LIMRiCC any information and all such cooperation as LIMRiCC may reasonably require and as shall be in the Insured's power.

5. Defense, Settlement and Selection of Counsel.

In the event of a claim, the Insured shall take reasonable measure to protect their interests and shall promptly advise LIMRiCC in the event of a claim. If defense of a suit shall be required, LIMRiCC shall consult with the Insured regarding the appointment of counsel. If there is no agreement on the selection, then LIMRiCC shall appoint counsel.

In the event a claim shall be made that is insured under this Agreement and the claim is combined with another claim arising out of the same occurrence that is excluded under Article II-E, then the insured may select independent counsel for the insured's defense for the excluded claim and LIMRiCC will reimburse the insured for the reasonable expenses of independent counsel.

Subject to the foregoing, no cost of expenses shall be incurred on behalf of LIMRiCC under any circumstances without its consent. In the event the Insured and LIMRiCC cannot agree on the allocation or apportionment of counsel's fees and expenses, then under such circumstances the Insured's right of indemnity for such expenses and fees shall not mature until the claim giving rise thereto has been finally and completely adjudicated and-or settled.

LIMRiCC shall not commit the Member to any settlement without the Member's consent. However, if the Insured shall refuse to consent to any settlement recommended by LIMRiCC and shall elect to contest the claim or continue any legal proceedings in connection with such claim, then subject to the provisions of connection with such claim, then subject to the provisions of Article II, H.3, LIMRiCC's liability for the claim shall not exceed the amount for which the claim could have been settled including costs, charges and expenses incurred with its consent up to date of such refusal.

6. Action Against LIMRiCC.

No action shall lie against LIMRiCC unless as a condition precedent thereto, there shall have been full compliance with all of the terms of this Agreement, and until the amount of the Insured's obligation to pay shall have been finally determined either by judgment against the Insured after actual trial or by written agreement of the Insured, the claimant and LIMRiCC.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this Agreement to the extent of the insurance afforded by this Agreement. No person or organization shall have any right under this Agreement to join LIMRiCC as a party to any action against the Insured, to determine the Insured's liability, nor shall the Pool be impleaded by the Insured or the legal representative of the Insured.

The bankruptcy or insolvency of the Insured or the Insured's estate shall not relieve LIMRiCC of any of its obligations hereunder.

The liability of LIMRiCC shall be limited to the proceeds of payments and assessments of the Members made pursuant to this Article II – Self Insurance pursuant to prior self-insurance Agreement.

7. Subrogation.

In the event of any payment under the Agreement, LIMRiCC shall be subrogated to all the Insured's rights of recovery therefore against any person or organization, and the Insured shall execute and deliver such instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing after Loss to prejudice such rights.

8. Changes.

The terms of this Agreement shall not be waived or changed except by written endorsement issued to for a part of this Agreement.

9. Assignment.

There shall be no assignment of interest under this Agreement.

10. Authorization Clause and Notices.

By acceptance of this Agreement, all Insured agree that the Member shall act on behalf of all Insured, officers and employees of the Member with respect to the giving and receiving of notice of claim or cancellation or non-renewal, the payment of premiums and the receiving of any return premiums that may become due under this Agreement. Notice to that individual named in the Application at the address of the member shall also constitute notice to all Insured.

All notices of claims or any other notice required to be given to LIMRiCC under this Agreement shall be in writing and shall be addressed to:

LIMRiCC
668 River Road
Naperville, Illinois 60563

11. Acceptance.

By acceptance of this Agreement, the Member and the Insured agree that this Agreement embodies all agreements existing between themselves and LIMRiCC.

12. Other Insurance.

If the Member or any Insured has other valid and collectible insurance insuring against a Loss covered by this Agreement, the insurance provided by this Agreement shall be secondary to and shall apply in excess of such other insurance.

I. Cancellation.

This Agreement may be canceled by the Member for itself and its Insured by delivering to LIMRiCC written notice stating when thereafter the cancellation shall be affected.

Subject to Article II, H.2, LIMRiCC may cancel this Agreement and shall thereupon mail to the Member notice stating when not less than sixty (60) days thereafter such cancellation shall be effective. Prior to the effective date of such cancellation, the member shall be given an opportunity to be heard by LIMRiCC. After the hearing, LIMRiCC shall determine whether to affirm or rescind the cancellation. Notwithstanding the foregoing, this Agreement may also be canceled by LIMRiCC upon not less than ten (10) days notice when the cancellation is being effected by reason of the Member's non-payment of premium.

The mailing of notice as aforesaid shall be sufficient proof of notice.

The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the Agreement period.

Cancellation shall be subject to the liability of the Member for assessments pursuant to paragraph F, where the assessment results from a claim made prior to the effective date of cancellation. Cancellation by LIMRiCC shall be subject to LIMRiCC's liability, if any, for claims made prior to the effective date of cancellation.

J. Non-Renewal.

If LIMRiCC refuses to renew the Agreement for any additional one-year period, it shall so notify the Member at least sixty (60) days prior to the termination date of the current Agreement. In the absence of such notice, the Member may renew the Agreement each year for an additional one-year period by paying the annual premium prior to the termination date of the current Agreement.

K. Participation In Unexpended Funds.

1. Cancellation.

In the event LIMRiCC cancels the Agreement with a Member, the Member shall receive a pro-rata refund of the amount it has paid for coverage for the period of time that it does not receive coverage. The Member shall also participate in the first five-year distribution after its cancellation of coverage under the Agreement, to the extent of ten percent (10%) of a five-year Member's distribution for each full year of coverage.

2. Membership for Five or More Years.

Members who have participated for five (5) years shall receive a distribution of unexpended funds within four (4) months after the end of the fifth (5th) year as follows:

<u>Member's Payment to the Fund</u>	X	Unexpended	X	40%
Total Payments to the fund (Less Refunds)		Balance		

After each additional five years of membership, Members who have participated for additional five years of Membership shall receive a distribution of unexpended funds within four (4) months after the end of each fifth year period as follows:

<u>Member's payment to the Fund</u>	X	Unexpended Balance in	X	40%
Total payments to the fund (Less Refunds)		excess of \$2,000,000		

The Member shall be credited for the time of its participation in the Prior Self-Insurance Agreement.

3. On Termination of the Program.

On termination of the Program, all Members participating at that time shall receive a distribution of unexpended funds based on the following formula:

<u>Payments to the Fund (Less Refunds)</u>	X	Unexpended
Payments to all participating Members (at that time) (less refunds)		Funds

Provided, however, distribution will be deferred until all contingent liabilities have been resolved by LIMRiCC.

LIMRiCC reserves the right to establish reserves necessary in its judgment for specific outstanding claims. These reserves shall be deducted from unexpended funds prior to any distribution thereof pursuant to this Paragraph K.

L. Disputes.

Any dispute not resolved by the efforts of the parties shall be adjudicated by filing of a declaratory judgment action in the Circuit Court of Cook County, Illinois. All parties hereto agree that, should such a need arise, every effort will be made to proceed as expeditiously as possible and, further, all parties hereto will submit to jurisdiction and venue in said forum.

ARTICLE III. EMPLOYEE BENEFIT INSURANCE PROGRAM.

A. Purpose.

It is the purpose of this agreement to create a program of LIMRiCC, namely, the Employee Benefit Insurance Program ("Program"). The Program shall consist of two (2) components: (1) the Purchase of Health Insurance Plan ("PHIP") and (2) the Self-Insured Health Insurance Plan ("SHIP").

The creation of the various funds and accounts established as part of this Program are not intended by the Members or LIMRiCC to constitute the transaction of an insurance business within the State of Illinois. The intent of the parties is to separately establish a benefits program and to utilize LIMRiCC to achieve reduced costs of administration and insurance purchases by providing similar services to all Members and to require the Members to pay for and share the costs of such benefits.

1. Purchase of Health Insurance Plan ("PHIP").

Through PHIP, LIMRiCC shall provide for the purchase, on behalf of its Members, of certain insurance coverage for employees, spouses and dependents ("Insured Participants") of Members, under the terms and conditions set forth herein and in the By-Laws of LIMRiCC as in effect from time to time. Through PHIP, LIMRiCC will arrange for the purchase on behalf of Members of various insurance products, including, but not limited to, the following:

Life Insurance Benefits;
Accidental Death and Dismemberment Benefits;
Employee Assistance Program;
Dental Insurance; and
Vision Insurance.

By arranging for the purchase of these insurance products on behalf of all Members, LIMRiCC can achieve savings in premiums.

2. Self-Insured Health Insurance Plan ("SHIP").

Through SHIP, LIMRiCC shall provide a self-insured health insurance plan that provides health insurance coverage, including prescription drug coverage, and dental insurance for Insured Participants of Members, under the terms and conditions set forth herein and in the By- Laws of LIMRiCC as in effect from time to time.

By operating a self-insured health insurance plan on behalf of all Members, LIMRiCC can achieve savings in premiums.

B. Authority.

This agreement is authorized by the intergovernmental cooperation clause as set forth in Article VII, Section 10 of the Constitution of the State of Illinois; by 5 ILCS 220/6 et seq.; and by the provisions of the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 et seq.)

C. Member Contributions.

Members shall be responsible for paying three (3) separate fees to LIMRiCC: (a) the Administration Fee, (2) the PHIP Benefit Fee, and (3) the SHIP Benefit Fee ("Member Contributions"). LIMRiCC will invoice each Member for the amount of Member Contributions due on a monthly basis based on the coverage elected by the Member's Insured Participants. Each Member shall remit its payment of its Member Contributions to LIMRiCC by the due date shown on LIMRiCC's invoice.

D. Administration Fee.

As part of its Member Contribution, each Member shall pay LIMRiCC an administration fee ("Administration Fee"). The purpose of the Administration Fee is to cover all administrative costs of LIMRiCC. The Administration Fee shall not cover the SHIP third-party administrator fees, broker fees, or other fees specific to either PHIP or SHIP, including, but not limited to actuarial fees, legal fees, audit fees, etc. Members shall pay the Administration Fee regardless of whether they have Insured Participants enrolled in PHIP, SHIP, or both.

1. Participant Administration Fee.

The Participant Administration Fee shall be announced at the Annual Fall Meeting for the new benefit year.

2. Changes to the Base Administration Fee or Participant Administration Fee.

The Board of Directors has the authority to change any component of the Administrative Fee at any regular meeting of the Board of Directors, provided that all of the Members with Insured Participants of the Program have been provided with thirty (30) days notice of said meeting and of the proposed change to the Base Administration Fee and/or the Participant Administration Fee, which proposed change must be included on the meeting agenda.

E. PHIP Benefit Fee.

The PHIP benefit fee shall consist of the premium cost for each of the PHIP insurance products plus any additional amounts necessary, as determined by the Board of Directors, for expenses and costs associated specifically with each respective insurance product ("PHIP Benefit Fee"). A Member's total PHIP Benefit Fee shall be calculated, for each

available PHIP insurance product, by multiplying the number of Insured Participants enrolled in a particular insurance product by the PHIP Benefit Fee for that particular insurance product. The Members shall only pay the PHIP Benefit Fee associated with the insurance products for which its Insured Participants are enrolled.

F. SHIP Benefit Fee.

Members with Insured Participants enrolled in SHIP shall be responsible for paying, as part of its Member Contributions, the premium cost of SHIP Coverage plus any additional amounts necessary for expenses and costs associated with operating SHIP ("SHIP Benefit Fee").

The SHIP Benefit Fee shall be determined by the Board of Directors. To determine the SHIP premium cost, the Board of Directors shall consult with the SHIP third party administrator to obtain a suggested premium amount. To determine all other expenses and costs associated with SHIP, the Board of Directors will determine the appropriate other expenses and costs. The Board of Directors may adjust the suggested premium amount and any other fees or costs, in its discretion, to determine the final SHIP Benefit Fee.

The Board of Directors may adjust the suggested premium amount from the SHIP third party administrator based on prior, current, or anticipated changes to claims, cash flow, and LIMRiCC membership, and any other factor in its discretion. Similarly, the Board of Directors may adjust the suggested expenses and costs based on its discretion. Unless decided otherwise in the Board of Directors' discretion, when determining whether to adjust the suggested premium amount, or any other expenses or costs of SHIP, the Board of Directors shall attempt to maintain a balance in the SHIP Account that is sufficient to pay approximately six (6) months of regular and ordinary claims without receipt of further SHIP Benefit Fees.

In the event that the Board of Directors should fail to approve the amount of the SHIP Benefit Fee for any given plan year, the SHIP Benefit Fee shall be equal to 115% of the total expected cost as provided by the third-party administrator for the SHIP Benefit Fee.

G. Program Fund for all HIP Accounts

1. Withdrawal of Administration Fees.

All Administrative Fees shall be deposited to the Program Fund, and LIMRiCC shall withdraw the Administrative Fees thereafter to pay all appropriate costs and expenses.

H. SHIP Supplemental Benefit Fee.

If (a) the SHIP Account is in jeopardy of not being able to pay claims or (b) the SHIP Account balance is not sufficient to pay approximately six (6) months of regular and ordinary claims without further SHIP Benefit Fees, the Board of Directors may increase the SHIP Benefit Fee during a SHIP plan year, provided that all of the Members with Insured Participants enrolled in SHIP have been provided with fourteen (14) days notice of the reason for the increase in the SHIP benefit fee and of the meeting at which the Board

of Directors will vote on such increase.

I. Employee Qualification.

Only Qualified Employees may become Insured Participants under the Program. To be a Qualified Employee for PHIP, an individual must be a full-time employee of a Member or be a part-time employee of a Member who works a minimum of twenty (20) hours per week and has one year of service with the Member. For SHIP, effective January 1, 2016, Qualified Employees shall include Full-Time employees of a Member. For purposes of SHIP, "Full-Time" shall mean the following: (1) for any Member that is an applicable large employer (as that term is defined under Code Section 4980H), full-time status may be determined using any permissible method under Code Section 4980H; and (2) for any Member that is not an applicable large employer, "full-time" shall mean 30 hours or more per week, on average; provided, however, that employees who work less than thirty (30) hours per week may continue to be Qualified Employees if they have been continuously enrolled in health insurance coverage with LIMRiCC prior to the establishment of SHIP. If such an employee terminates participation in SHIP, the employee cannot re-enroll unless he/she becomes a full-time employee and works a minimum of thirty (30) or more hours per week on average at the time of reenrollment.

Members may set stricter requirements for their employees to be eligible for the Program, except that Members are required to provide and pay for life insurance for all full-time employees unless a full-time employee specifically opts out of the life insurance benefit. Each Member is responsible for retaining and housing documentation of its requirements for eligibility either in the form of a written policy or resolution authorized by the Member's Board and documentation that substantiates that each of its Insured Participants is a bona fide Qualified Employee by January 15 of each year. In addition, each Member is required to provide LIMRiCC with a monthly listing of any new employees, newly eligible employees, terminated employees or any other change that would affect an employee's benefits by the first of the next billing month.

Members must certify to LIMRiCC that all of its Insured Participants are bona fide Qualified Employees. Each Member agrees to indemnify and defend LIMRiCC for any claims, damages, liabilities, losses, judgments, settlements, taxes, or fines resulting from an employee of the Member being enrolled in the Program without satisfying the requirements to be a Qualified Employee.

J. Claims.

Any claim for benefits under a PHIP insurance policy shall be made to the insurance company; and if this claim is denied, any appeal therefrom shall follow the insurance company's claims review policy.

Any claims for benefits under SHIP shall be administered by the third-party administrator and any appeal therefrom shall follow the third-party administrator's policy. All claims decisions made by the third party administrator shall be respected by LIMRiCC and final. Each Member agrees to indemnify and defend LIMRiCC for any claims, damages, liabilities, losses, judgments, settlements, taxes, or fines resulting from any claims dispute regarding SHIP benefits or any claims made against LIMRiCC.

K. Mandatory Member Meetings.

LIMRiCC shall hold two (2) mandatory member meetings every year: (1) the Spring Renewal Meeting and (2) the Fall Renewal Meeting. LIMRiCC shall provide fourteen (14) days notice to Members of the agenda and of all matters to be addressed at each mandatory member meeting.

The Spring Renewal Meeting shall be held on or before May 31st of each year to evaluate the operation of the Program and (a) discuss the PHIP insurance products that will be purchased by LIMRiCC on behalf of the Members for the next policy period and corresponding PHIP Benefit Fees and (b) discuss the SHIP benefits for the next policy period, plan changes, if any, and corresponding SHIP Benefit Fees, as well as the status of the SHIP Account and its ability to pay claims.

The Fall Renewal Meeting shall be held on or before October 15th of each year to finalize and vote on (a) the Membership Contributions and (b) the benefits provided by PHIP and SHIP for the following year. A final decision regarding Membership Contributions, PHIP benefits and fees, and SHIP benefits and fees shall be made by a majority vote of the Board of Directors at its September meeting.

Each Member must have at least one (1) representative (Library Director/Administrator, other administrators, or his/her designee) in attendance, either in person or via electronic attendance, at a minimum of one meeting per year. Effective with the 2024 plan year, failure to have (1) representative attend without good cause, will result in a fee of \$150.

L. Powers and Duties of LIMRiCC.

The powers of LIMRiCC to perform and accomplish the purposes set forth in this Agreement shall be the following and shall be exercised through the Board of Directors:

1. To purchase PHIP insurance products on behalf of the Members;
2. To organize and operate SHIP, including the hiring of a third party administer;
3. To determine all necessary fees for the operation of PHIP and SHIP, including any increase or supplemental SHIP fees;
4. To terminate any Member for failure to perform obligations and duties as required by this Agreement or as otherwise permitted;
5. To retain brokers, actuaries, consultants or other professionals, who shall provide faithful performance of their respective duties and responsibilities and shall provide acceptable insurance coverage for errors and omissions;
6. To purchase stop loss or other additional insurance plans to limit the potential liability of LIMRiCC and to include any fees or expenses associated with said additional insurance in the SHIP Benefit fee;

7. To employ agents, employees and independent contractors, including legal counsel;
8. To collect the Membership Contributions from the Members;
9. To recommend to Members programs and educational materials relating to claim management and reduction and to carry out educational and other programs relating to claim management and reduction;
10. To enter into written contracts to procure necessary services, supplies, insurance and/or property necessary to accomplish the purposes of the Program;
11. LIMRiCC shall not be responsible for the validity of any insurance policy issued hereunder, nor for the failure of the insurance company to make the payments provided for under any insurance policy, or for the action of any person which may delay, or render null and void or unenforceable, in whole or in part, any insurance policy issued under this Program; and
12. To carry out such other activities as are necessarily implied or required to carry out the purposes of the Program.

M. Powers and Duties of Members.

It is the responsibility of the Member to select suitable insurance coverages for its employees and their respective spouses and dependents from the coverages available under the Program. The rights and conditions with respect to coverage and benefits under such insurance and the self-insured plan shall be determined by the respective insurance policies and plan, which policies and self-insured plan documents shall be incorporated herein by reference; and LIMRiCC shall have no liability for insurance benefits under PHIP.

In the event of a conflict between the terms of this Program and (a) the terms of a PHIP insurance policy which is then being used in conjunction with this Program or (b) the terms of the SHIP plan document, the terms of said insurance policy and/or the SHIP plan document shall control as to those Members whose employees, and their respective spouses and dependents are receiving insurance coverage and benefits. For this purpose, the insurance policy and SHIP plan document shall control in defining:

1. The persons eligible for insurance coverage;
2. The dates of their eligibility;
3. The conditions which must be satisfied to become insured, if any;
4. The benefits to be provided; and
5. The circumstances under which such insurance terminates.

N. New Membership

In the years that LIMRiCC is open to accepting new members as permissible by the provider, an application will be required for libraries considering joining the Program. Upon approval, a new member will be required to:

1. Sign the IGA; and
2. Pay a non-reimbursable 2-month premium that will go into LIMRiCC's reserves. The premium will be based on the new member's enrollment and will apply to PHIP and SHIP

O. Late Payments.

If a Member is more than thirty (30) days late in paying any Membership Contribution, said Member will be responsible for paying a late fee equal to five percent (5%) of their current invoice. All late fees shall be deposited into the PHIP Account. If a Member fails to make Membership Contribution for a period of three (3) months, the Board may vote to terminate the Member in accordance with **Section Q**. Term of the Program. said Membership Contribution. All late fees shall be deposited into the PHIP Account

P. Refund Adjustment Policy for PHIP

In the event that an adjustment is necessary to a member's PHIP invoice, a member can obtain a refund of up to 90 days.

Q. Term of the Program.

LIMRiCC has been operating a purchase of health insurance program since on or about March 1, 1994 for the purchase of health insurance and other insurance products. This revised Article III and Program amends LIMRiCC's purchase of health insurance program and shall become effective on the 1st day of December, 2015, provided that by such date there are no less than twenty (20) Members of LIMRiCC who have elected in writing to participate in the Program, and shall continue in effect thereafter until terminated.

1. Termination of Membership by Member.

Members shall have the right to cancel participation in the Program by providing 120 days written notice to the Board of Directors-

2. Termination of Membership by LIMRiCC.

If a Member has a Membership Contribution that is three (3) months past due, the Board may vote to terminate the Member from the Program, provided however that LIMRiCC has provided a thirty (30), sixty (60), and seventy-five (75) days notice to the Member stating (a) the amount due, (b) the due date, and (c) the termination date. A Member may also be terminated for failure to attend the mandatory meetings, as set forth in Section K. In addition, the Board may terminate a Member for failure to perform any other required duty or obligation, after giving at least thirty (30) days notice and an

opportunity to cure the alleged failure.

Regardless of the reason for termination, LIMRiCC shall be responsible for any claims incurred before the termination date, provided that the terminated Member does not have any past due Member Contributions. If the Member has past due Member Contributions, all unpaid claims of the Member's Insured Participants shall be the responsibility of the Member.

3. Termination of Program.

The Program shall be terminated if the Board of Directors determines, in its sole discretion, that the termination of the Program is necessary or in the best interests of the Members. In addition, the Program shall also terminate upon the enactment of any State or Federal law and/or a final determination by a court of competent jurisdiction, after all appeals have been exhausted or time for appeal has expired, that the Program is invalid or otherwise contrary to law.

In the event the Program is terminated, the Board of Directors shall:

1. Set an effective date for termination and provide notice of termination to Members at least ninety (90) days prior to the effective date;
2. Collect all Member Contributions;
3. Cause to be paid all claims incurred prior to the effective date of termination provided that such claims are submitted for payment within one year of the date on which they are incurred provided that all Member Contributions have been made by the Member. If assets are not sufficient to pay all such claims, claim payments may be reduced and paid pro rata until all assets are exhausted.
4. Pay all administrative expenses and other liabilities of LIMRiCC in connection with the Program.
5. If the assets of LIMRiCC are not sufficient to satisfy LIMRiCC's liabilities with respect to the Program, the Board of Directors may charge each current Member and each former participating Member who was a participating Member at any time during the twelve (12) month period prior to the effective date of termination a supplemental Member Contribution in an amount that is equal to the amount of such shortfall multiplied by a fraction, the numerator of which is the amount of Member Contributions required of the former participating Member or the Member during the twelve (12) months prior to the effective date of termination and the denominator of which is the amount of total Member Contributions from all former participating Members and Members during the twelve (12) months prior to the effective date of termination. The Board of Directors shall not be obligated to make claim payment unless and until the shortfall is paid as provided herein.
6. Prior to termination, the Board of Directors shall make adequate provision for the maintenance of the records of the Program, which shall be retained for ten

(10) years after the effective date of termination.

4. Refund of SHIP Benefit Fee upon SHIP Termination.

Upon the termination of SHIP for any reason, each Member with Insured Participants enrolled in SHIP at the time of SHIP's termination shall receive a refund of its SHIP Benefit Fees (the "SHIP Refund") from the fund balance, if any. The SHIP Refund shall be calculated for each Member as follows:

- A. LIMRiCC shall remove any Administration Fees from the SHIP Account;
- B. The remaining SHIP Account Balance shall be multiplied by the Member Fraction;
- C. The Member Fraction shall be a fraction where the numerator is equal to the SHIP Benefit Fees paid by the Member in the last twelve (12) months and the denominator is equal to the total SHIP Benefit Fees paid by all Members with Insured Participants enrolled in SHIP in the last twelve (12) months; and
- D. The resulting amount shall constitute the Member's SHIP Refund.

The SHIP Refund shall be paid within a reasonable time of the termination of SHIP, as determined in the discretion of the Board of Directors. Any amounts owed by a Member to LIMRiCC at the time of SHIP's termination shall be deducted from said Member's SHIP Refund and retained by LIMRiCC.

5. Obligations of Terminated Members.

The obligation of LIMRiCC to administer claims incurred under the Plan prior the effective date of termination or voluntary withdrawal for a terminated Member shall continue for claims that are filed within a period of twelve (12) months after such effective date. Members who have either been terminated or have voluntarily withdrawn are required to make all Member Contributions and supplemental payments, and to pay their entire current invoice, for sixty (60) days after their termination date, known as the run-out period.

1. In the event of a member's voluntary termination from the Program, notification to the Board must be given in writing 120 days prior to the termination date and prior to the end of the benefit plan year.

The exception to the 120-day required notice would be in the event that the Board fails to provide a 15 day notice of the health care premiums for the new plan year at least 135 days prior to the new plan year. In this case, it is at the discretion of the Board. A penalty fee of 25% of the current invoice will be applied to the Member for a notice of termination with less than 120 days notification.

2. A 2-month run-out period for SHIP and PHIP will be charged based on the current invoice.

R. Rights and Obligations of Members.

The rights of each Member of LIMRiCC shall include the following:

1. To enforce the obligations of LIMRiCC as set forth herein as a contractual obligation. This contract may be enforced in a court of law either by LIMRiCC itself or by any of its Members. The consideration for the obligations imposed herewith shall be based upon the mutual promises and agreements of the Members set forth herein.
2. No member agrees or contracts herein to be held responsible for any claims in tort or contract or otherwise made against any other Member. Members intend in the creation of LIMRiCC to establish an organization for the purchase of health insurance and other insurance products as stated herein within the scope herein set forth, and have not created as between Members any relationship of surety, indemnification or responsibility for the debts of or claims against any Member.

The obligations of each Member of LIMRiCC shall include the following:

1. To make all payments of Membership Contributions and any other payments to LIMRiCC as established in its By-Laws and this Agreement, including but not limited to late fees and supplemental benefit fees.
2. To hold an open enrollment meeting annually to provide education to the Member's Qualified Employees regarding the Program's benefits.
3. To allow LIMRiCC reasonable access to all facilities of the Member and all records relating to benefits, claims, and the financial obligations of the Member to LIMRiCC.
4. To report to LIMRiCC as promptly as possible all claims made to it within its benefit program as administered by LIMRiCC.
5. To furnish full cooperation with LIMRiCC's attorneys, and any agent, employee, officer or independent contractor of LIMRiCC relating to the purposes and powers of LIMRiCC.
6. To act promptly and within a reasonable period of time on all matters requiring approval or action by Members and to not withhold such approval unreasonably or arbitrarily.
7. To follow in the operations of the Member all procedures established by LIMRiCC within its purposes and powers, including, but not limited to, the use of release forms, posting of notices, participation in educational and record-keeping programs, limitations on activities offered, and the use of loss prevention techniques and devices.
8. In the event that LIMRiCC shall be required to expend funds for administrative, legal or other operating costs, or to take other actions required under

this Agreement or its By-Laws, the Member shall pay its share of the amounts so expended as provided in the By-Laws.

9. To appropriate or budget annually its liabilities under the LIMRiCC Program or Programs in which the Member participates.

10. To review all notices sent by LIMRiCC.

11. To attend all mandatory member meetings as set forth in Section K hereof.

12. During its participation in SHIP, a Member shall only exclusively provide to its employees, except independent contractors, or those in union-sponsored programs, the health benefits provided through SHIP.

13. In the event LIMRiCC should in error pay any benefit claims, administrative fees, or other charges on behalf of a Member, which it was not obligated to pay, the Member shall, upon thirty (30) days' written notice, reimburse LIMRiCC for the amounts improperly paid.

14. In the event that a Member should sue LIMRiCC or any of its Directors, Officers, or employees, or agents regarding any issue related to this Article III and should not be the prevailing party in that suit, said Member shall, as part of its contractual obligation to LIMRiCC, pay the reasonable attorneys' fees and other costs and expenses expended by LIMRiCC in defending against that suit.

15. This Agreement and LIMRiCC's Bylaws are not intended to create or provide any rights in third-parties, including, but not limited to, any Qualifying Employees or Insured Participants.

S. Liability of LIMRiCC, Its Officers and Directors.

The members of the Board of Directors and the officers and employees of LIMRiCC shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties hereunder. They shall not be liable for any mistake of judgment or other action made, taken or omitted by them in good faith; nor for any action taken or omitted by any agent, employee or independent contractor; nor for any loss incurred through investment of LIMRiCC funds or failure to invest. They may participate in indemnification and self-insurance programs. No Director, officer or employee shall be liable for any action taken or omitted by any other Director or officer. Board members, officers and employees of LIMRiCC shall be indemnified and held harmless by LIMRiCC for claims by third parties arising out of the good faith discharge of duties related to the Program.

The liability of LIMRiCC, its officers and Directors is limited solely to the proceeds of payments of Members. The funds of each insurance program, i.e. those established under Articles I, II and III are kept separate and accounted for separately. Claims in each such separate insurance program are limited to the funds of that separate program.

If any claim or action not covered by insurance is instituted against a Director, officer or

employee of LIMRiCC allegedly arising out of an act or omission occurring within the scope of his or her duties, LIMRiCC shall at the request of them:

1. Appear and defend against the claim or action; and
2. Pay or indemnify the Director, officer or employee for a judgment and court costs based on such claim or action, provided there shall be no indemnification for any portion of a judgment representing an award of punitive or exemplary damages; and
3. Pay or indemnify the Director, officer or employee for a compromise or settlement of such claim or action providing the settlement is approved by the Board of Directors of LIMRiCC.

The term "Director, officer or employee" shall include former Directors, officers and employees. This indemnification resolution shall not apply if the Board of Directors finds that the claim or action is based on malicious, willful or criminal claim or action is based on malicious, willful or criminal misconduct. In such case the action to be taken by the Board of Directors will be determined after an investigation of the facts.

T. By-laws.

The Program is subject to the current By-Laws of LIMRiCC. A copy of the current By-Laws of LIMRiCC is posted on LIMRiCC's website.

U. Notices.

All notices of claims or any other notice required to be given pursuant to the Program, shall be sent by certified mail and/or electronic mail. To notify LIMRiCC, members shall use the following mailing address:

LIMRiCC
668 N. River Road
Naperville, IL 60563

Email address: mtannehill@limrcc.org

Each Member shall designate an individual to receive notices from LIMRiCC regarding the Program and provide LIMRiCC with current contact information for said individual, including mailing address and email address. If such addresses change, any party hereto may designate in writing to the other parties pursuant to the provisions of this Section the new contact information and address.

ARTICLE IV. RIGHTS AND OBLIGATIONS OF MEMBERS.

- A. The obligations of each Member of LIMRiCC shall include the following:
 1. To allow LIMRiCC reasonable access to all facilities of the Member and all records relating to claims and the financial obligations of the Member to LIMRiCC.

2. To furnish full cooperation with LIMRiCC's attorneys, claims administrator with any agent, employee, officer or independent contractor LIMRiCC relating to the purposes and powers of LIMRiCC.
3. To follow in the operations of the Member all loss reduction and prevention procedures established by LIMRiCC within its purposes and powers, including, but not limited to, the use of release forms, posting of notices, participation in educational and record-keeping programs, limitations on activities offered, and the use of loss prevention techniques and devices.
4. In the event that LIMRiCC shall be required to expend funds for administrative, legal or other operating costs, or to take other actions required under this Agreement or its By-Laws, the Member shall pay its share of the amounts so expended as provided in the By-Laws.
5. To make other payments to LIMRiCC as established in the By-Laws.
6. To appropriate or budget annually its liabilities under the LIMRiCC Programs.

B. Rights of Members.

Rights of each Member of LIMRiCC shall include the following:

1. To enforce the obligations of LIMRiCC as set forth herein as a contractual obligation. This contract may be enforced in a court of law either by LIMRiCC itself or by any of its Members. The consideration for the obligations imposed herewith shall be based upon the mutual promises and agreements of the members set forth herein.
2. Except as provided in Article II-F, no Member agrees or contracts herein to be held responsible for any claims in tort or contract or otherwise made against any other Member. Members intend in the creation of LIMRiCC to establish an organization for joint risk management only within the scope herein set forth and have not created as between Members any relationship of surety, indemnification or responsibility for the debts of or claims against any Member.
3. Where rights of Members to participate in benefits are dependent on the length of time of participation, the Member shall be credited for its participation in the predecessor programs of the Metropolitan Library System (formerly Suburban Library System).

ARTICLE V. LIABILITY OF LIMRiCC, ITS OFFICERS AND DIRECTORS.

The members of the Board of Directors and the officers will use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties hereunder. They shall not be liable for any mistake of judgment or other action made, taken or omitted by them in good faith; nor for any action taken or omitted by any agent, employee or independent contractor; nor for any loss incurred through investment of LIMRiCC funds or failure to invest. They may participate in indemnification and self-insurance programs. No Director, officer or employee shall be liable for any action taken or omitted by any other Director or officer.

The liability of LIMRiCC, its officers and Directors is limited solely to the proceeds of payments of Members and proceeds of any insurance provided by LIMRiCC. The funds of each insurance program, i.e. those established under Articles I, II, and III are to be kept separate and accounted for separately. Claims in each such separate insurance program are limited to the funds of that separate program.

If any claim or action not covered by insurance is instituted against a Director, officer or employee of LIMRiCC allegedly arising out of an act or omission occurring within the scope of his or her duties, LIMRiCC shall at the request of the Director, officer or employee:

- (a) appear and defend against the claim or action; and
- (b) Pay or indemnify the Director, officer or employee for a judgment and court costs based on such claim or action, provided there shall be no indemnification for any portion of a judgment representing an award of punitive or exemplary damages; and
- (c) pay or indemnify the Director, officer or employee for a compromise or settlement of such claim or action providing the settlement is approved by the Board of Directors of LIMRiCC.

The term Director, officer or employee shall include former Directors, officers and employees. This indemnification resolution shall not apply if the Board of Directors finds that the claim or action is based on malicious, willful or criminal misconduct. In such case, the action to be taken by the Board of Directors will be determined after an investigation of the facts.

ARTICLE VI. BY-LAWS.

A certified copy of the By-Laws of LIMRiCC has been furnished to the Member.

ARTICLE VII. NOTICES.

All notices of claims or any other notice required to be given pursuant to this agreement, shall be sent by certified mail and shall be addressed to:

LIMRiCC

668 N. River Road
Naperville, IL 60563

ARTICLE IX. **AMENDMENTS.**

The Board of Directors may, in the following manner, amend the "By-Laws of the Library Insurance Management And Risk Control Combination (LIMRiCC)" at any time and from time to time to add a new provision or change or remove an existing provision:

(a) The Board of Directors shall adopt a Resolution setting forth the proposed amendment and the date on which the amendment is to become effective, and directing that the proposed amendment be submitted to each LIMRiCC Member that will be affected by the proposed amendment.

(b) LIMRiCC shall give to each LIMRiCC Member that will be affected by the proposed amendment written notice of the proposed amendment, including the text of the proposed amendment and the date on which the amendment is to become effective, together with a ballot for voting to approve or disapprove the proposed amendment. Such notice shall be given not less than 60 days and not more than 90 days before the proposed effective date of the amendment, either via electronic mail or U.S. mail. If mailed, such notice shall be deemed to have been delivered on the second day after the day on which it is deposited in the United States mail, addressed to the Member at its address on the records of LIMRiCC, with postage prepaid.

(c) Each LIMRiCC Member must return its ballot to LIMRiCC on or before 5:00 PM on the proposed effective date of the amendment.

(d) The proposed amendment shall be adopted upon receiving the affirmative vote of at least two-thirds of the LIMRiCC Members entitled to vote on such amendment.

(e) Any number of amendments may be submitted to the LIMRiCC Members and voted upon by them at one time.

(f) A LIMRiCC Member that has timely voted against the adoption of a proposed amendment may, within 60 days after the effective date of the proposed amendment, elect to withdraw from the LIMRiCC Program(s) affected by the new amendment, but only if the amendment materially and adversely affects the Member.

(g) Any LIMRiCC Member that is entitled to elect to withdraw from the LIMRiCC Program(s) in question is precluded from challenging the new amendment that creates the right of withdrawal, unless the adoption of the amendment is fraudulent with respect to the Member or with respect to LIMRiCC or constitutes a breach of a fiduciary duty owed to the Member.

(h) A LIMRiCC Member that is entitled to elect to withdraw may do so only if the Member delivers its written election to LIMRiCC within the said 60-day period.

(i) Notwithstanding anything to the contrary in this Article, the withdrawal of a Member shall not affect any existing claim(s) in favor of LIMRiCC against the withdrawing Member, or in favor of the withdrawing Member and against LIMRiCC.

ARTICLE X. POWERS OF BOARD OF DIRECTORS.

The Board of Directors may approve additional contracted services to be performed by LIMRiCC for other libraries, intergovernmental entities and governmental entities and the revenue from such services will be used to keep overall administrative costs lower for all LIMRiCC members.

Dated this _____ day of _____, 20____.

By: _____
President, LIMRiCC

=====

(to be signed by the LIMRiCC Board President)

LIBRARY INSURANCE MANAGEMENT AND RISK CONTROL COMBINATION
(LIMRiCC)

Dated this _____ day of _____, 20____.

By: _____
President

Document number: 355971 – rvd 11.4.15

RESOLUTION PROVIDING FOR THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE LIBRARY INSURANCE MANAGEMENT AND RISK CONTROL COMBINATION ("LIMRICC")

BE IT RESOLVED by the Board of _____ (hereinafter referred to as the "Library") as follows:

1. AUTHORITY: This Resolution is adopted pursuant to the Intergovernmental Cooperation clause of the Constitution of the State of Illinois, the Intergovernmental Cooperation Act, the Library Systems Act, and the Illinois Public Library District Act (or the Illinois Local Library Act where applicable).

2. FINDINGS:

A. The Library Insurance Management and Risk Control combination (LIMRiCC) has heretofore been established by Intergovernmental Agreement among existing public libraries and library systems to provide the following programs:

- _____ 1. The unemployment compensation program;
- _____ 2. The employee benefits insurance program;

A copy of the Intergovernmental Agreement providing for these programs is attached hereto as Exhibit A.

B. It is in the best interests of the Library to participate in such of the above programs as are indicated by a checkmark in the appropriate box.

3. AUTHORIZATION: That the President and Secretary of this Library are, therefore, authorized and directed to execute an Intergovernmental Agreement providing for risk management and authorizing Membership in LIMRiCC for the programs hereinabove indicated, the Intergovernmental Agreement to conform

substantially to the Intergovernmental Agreement attached hereto as Exhibit A and effective on December 1, 2015.

Adopted this _____ day of _____, 20____.

pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

(Enter Name of Library)

Its President

Attest:

Its Secretary

RESOLUTION

AMENDING THE AMENDED INTERGOVERNMENTAL AGREEMENT PROVIDING FOR RISK MANAGEMENT AND AUTHORIZING MEMBERSHIP IN THE LIBRARY INSURANCE MANAGEMENT AND RISK CONTROL COMBINATION TO ALLOW FOR ADMINISTRATIVE AMENDMENTS TO THE INTERGOVERNMENTAL AGREEMENT

WHEREAS, the Intergovernmental Agreement Providing for Risk Management and Authorizing Membership in the Library Insurance Management and Risk Control (“LIMRiCC”) (hereinafter referred to as “Agreement”) has been amended from time to time by the Members of LIMRiCC to adhere to the changing needs of the Members of LIMRiCC and to reflect current policies and practice; and

WHEREAS, the Board of the Library Insurance Management and Risk Control Combination desires to now propose administrative changes to the IGA that will update the LIMRiCC Intergovernmental Agreement; and

WHEREAS, the Board of the Library Insurance Management and Risk Control Combination believes it is in the best interest of LIMRiCC to make such changes.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of the Library Insurance Management and Risk Control Combination (“LIMRiCC”), as follows:

SECTION 1: That the recitals set forth above are incorporated as Section 1 of this Resolution.

SECTION 2: It is proposed that globally, the Agreement shall largely remove the distinction between the “Purchase of Health Insurance Plan” (“PHIP”) and the “Self-Insured Health Insurance Plan (“SHIP”). These acronyms will largely be combined under the acronym “HIP” referring generally to “Health Insurance Plan.” The only section that will maintain a distinction is the Refund of SHIP Benefit Fee upon SHIP Termination, because Purchase of Health Insurance Plans are paid on a month to month basis and refunding of fees is not required. The IGA will be updated globally by LIMRiCC administrative staff, with Attorney review. For clarity, the following sections are referenced in their current structure and will be updated appropriately.

SECTION 3: It is proposed that Article I (B) of the Agreement (**Definitions- Article I**) shall be amended by deleting the definition of “The Previous Agreement.”

SECTION 4: It is proposed that Article I (C)(8) of the Agreement (**Agreements of Members**) shall be amended to add the words “or its designee” after “LIMRiCC.”

SECTION 5: It is proposed that Article I (D)(6) of the Agreement (**Powers and Duties of LIMRiCC**) shall be amended to read in full as follows:

“6. To assist in filing for a refund with the IDES.”

SECTION 6: It is proposed that Article I (D)(8) of the Agreement (**Powers and Duties of LIMRiCC**) shall be amended replace the words “LIMRiCC staff” with “The LIMRiCC Board of Directors”

SECTION 7: It is proposed that Article I (F) of the Agreement (**Prior Coverage- The Previous Agreement.**) shall be deleted in its entirety.

SECTION 8: It is proposed that Article II (A) of the Agreement (**Purpose**) shall be amended to delete the words “joint self-insurance.”

SECTION 9: It is proposed that Article II (C)(1) of the Agreement (**Definitions (Article II)**) shall be amended to delete the words “for joint self-Insurance”

SECTION 10: It is proposed that Article II (C)(7) of the Agreement (**Definitions (Article II)**) shall be deleted in its entirety.

SECTION 11: It is proposed that Article II (F) of the Agreement (**Payments by Members --Assessments**) shall be deleted in its entirety.

SECTION 12: It is proposed that Article II (G)(7) of the Agreement (**Powers and Duties of LIMRiCC**) shall be deleted in its entirety.

SECTION 13: It is proposed that Article II (H)(10) of the Agreement (**Authorization Clause and Notices**) shall be amended to replace the address for LIMRiCC as follows:

LIMRiCC
668 N. River Road
Naperville, IL 60563

SECTION 14: It is proposed that Article II (H)(11) of the Agreement (**Acceptance**) shall be amended to delete the words “relating to joint self-insurance.”

SECTION 15: It is proposed that Article II (I) of the Agreement (**Cancellation**) shall be amended to delete the word “mailing” and replacing it with the word “delivering” and by replacing the word “effected” with “affected.”

SECTION 16: It is proposed that Article II (M) of the Agreement (**Prior Coverage**) shall be deleted in its entirety.

SECTION 17: It is proposed that Article III (D) of the Agreement (**Administration Fee**) shall be amended to delete the words “the costs and expenses LIMRiCC incurs as the organization that sponsors the Program, such as employee salaries, independent contractor fees, office space, and other institutional costs” and replace them with “all administrative costs of LIMRiCC”; and to delete the words “The Administration Fee shall be comprised of two (2) separate fees: (1) the Base Administration Fee and (2) the Participant Administration Fee.”

SECTION 18: It is proposed that Article III (D)(1) of the Agreement (**Base Administration Fee**) shall be deleted in its entirety.

SECTION 19: It is proposed that Article III (F) of the Agreement (**SHIP Benefit Fee**) shall be amended to delete the words “For the initial SHIP plan year, which is calendar year 2016, the SHIP Benefit Fee shall be determined by a majority vote of the Members at the Fall 2015 Meeting” and to delete the words “For all subsequent SHIP plan years” and to replace the words “shall consult with the Executive Director to” with the word “will”.

SECTION 20: It is proposed that Article III (G) of the Agreement (**Program Fund**) shall be amended to add the words “for all HIP Accounts” after the words (the “Program Fund”) and further to delete the last sentence in its entirety.

SECTION 21: It is proposed that Article III (G)(1) of the Agreement (**Initial SHIP Account Balance**) shall be deleted in its entirety.

SECTION 22: It is proposed that Article III (I) of the Agreement (**Employee Qualification**) shall be amended to add a hyphen to the word “re-enroll.”

SECTION 23: It is proposed that Article III (O)(1) of the Agreement (**Rights and Obligations of Members**) shall be amended to delete the words “Executive Director”.

SECTION 24: It is proposed that Article III (S) of the Agreement (**Notices**) shall be amended to replace the address for LIMRiCC as follows:

LIMRiCC
668 N. River Road
Naperville, IL 60563

SECTION 25: It is proposed that Article V of the Agreement (**LIABILITY OF LIMRiCC, ITS OFFICERS AND DIRECTORS**) shall be amended to delete the words “and the officers and employees” and further amended to delete the word “The” at the beginning of the second sentence and replace it with “They”

SECTION 26: It is proposed that Article VII of the Agreement (**NOTICES**) shall be amended to replace the address for LIMRiCC as follows:

LIMRiCC
668 N. River Road
Naperville, IL 60563

SECTION 27: It is proposed that Article X of the Agreement (**POWERS OF BOARD OF DIRECTORS**) shall be amended to delete the word “staff”.

SECTION 28: It is proposed that the Resolution Providing for the Execution of An Intergovernmental Agreement with the Library Insurance Management and Risk Control Combination (“LIMRiCC”) be amended to capitalize the word “Combination” in Section 2(A) (Findings).

SECTION 29: The proposed effective date of the amendments is November 15, 2023.

SECTION 29: That each Member that will be affected by these proposed amendments shall receive written notice of proposed amendments and the date on which the amendment is to become effective, together with a ballot for voting to approve or disapprove the proposed amendments. The notice shall be given not less than 60 days and not more than 90 days before the proposed effective date of the amendment, either via electronic mail or U.S. mail.

SECTION 30: The proposed amendments set forth in this Resolution shall be adopted upon receiving the affirmative vote of at least two-thirds (2/3) of the Members entitled to vote on such amendment.

SECTION 31: That the President is authorized and directed to sign and the Secretary is authorized and directed to attest to this Resolution.

SECTION 32: This Resolution shall be in full force and effect immediately upon its adoption.

ADOPTED by the Library Insurance Management and Risk Control Combination the 26th day of July, 2023.

ADOPTED by _____ (Library Name) this _____ day of _____, 2023.

By: _____

Its: _____

ATTEST:

RESOLUTION

AMENDING THE AMENDED INTERGOVERNMENTAL AGREEMENT PROVIDING FOR RISK MANAGEMENT AND AUTHORIZING MEMBERSHIP IN THE LIBRARY INSURANCE MANAGEMENT AND RISK CONTROL COMBINATION TO ALLOW FOR SUBSTANTIVE AMENDMENTS TO THE INTERGOVERNMENTAL AGREEMENT

WHEREAS, the Intergovernmental Agreement Providing for Risk Management and Authorizing Membership in the Library Insurance Management and Risk Control (“LIMRiCC”) (hereinafter referred to as “Agreement”) has been amended from time to time by the Members of LIMRiCC to adhere to the changing needs of the Members of LIMRiCC and to reflect current policies and practice; and

WHEREAS, the Board of the Library Insurance Management and Risk Control Combination desires to now propose substantive changes to the IGA that will update the LIMRiCC Intergovernmental Agreement; and

WHEREAS, the Board of the Library Insurance Management and Risk Control Combination believes it is in the best interest of LIMRiCC to make such changes.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of the Library Insurance Management and Risk Control Combination (“LIMRiCC”), as follows:

SECTION 1: That the recitals set forth above are incorporated as Section 1 of this Resolution.

SECTION 2: It is proposed that globally, the Agreement shall largely remove the distinction between the “Purchase of Health Insurance Plan” (“PHIP”) and the “Self-Insured Health Insurance Plan (“SHIP”). These acronyms will largely be combined under the acronym “HIP” referring generally to “Health Insurance Plan.” The only section that will maintain a distinction is the Refund of SHIP Benefit Fee upon SHIP Termination, because Purchase of Health Insurance Plans are paid on a month to month basis and refunding of fees is not required. The IGA will be updated globally by LIMRiCC administrative staff, with Attorney review. For clarity, the following sections are referenced in their current structure and will be updated appropriately.

SECTION 3: It is proposed that Article I (C)(3) be amended by adding the words, “The Member shall make these payments in equal quarterly installments due on the 15th day of April, July, October and January of each year. A late fee of \$50.00 will be issued for any paperwork or payment submitted after the due date. The Board of LIMRiCC shall have the authority to increase the late fee by up to ten percent (10%) in a calendar year.”

SECTION 4: It is proposed that Article III (A)(2) of the Agreement (**Self-Insured Health Insurance Plan (“SHIP”)**) shall be amended by adding the words “and dental insurance for Insured Participants” after “prescription drug coverage.”

SECTION 5: It is proposed that Article III (D)(1) of the Agreement (**Participant Administration Fee**) shall be amended to add, after the word “shall”, the words “be announced at the Annual Fall Meeting for the new benefit year.”

SECTION 6: It is proposed that Article III (G) of the Agreement (**Program Fund**) shall be amended to add the words “for all HIP Accounts” after the words (the “Program Fund”) and further to delete the last sentence in its entirety. In addition, Article III (G)(2.) “Initial SHIP Account Balance” will be deleted in its entirety.

SECTION 7: It is proposed that Article III (I) of the Agreement (**Employee Qualification**) shall be amended to delete the second paragraph and replace it in its entirety with the following: “Members may set stricter requirements for their employees to be eligible for the Program, except that Members are required to provide and pay for life insurance for all full-time employees unless a full-time employee specifically opts out of the life insurance benefit. Each Member is responsible for retaining and housing documentation of its requirements for eligibility either in the form of a written policy or resolution authorized by the Member’s Board and documentation that substantiates that each of its Insured Participants is a bona fide Qualified Employee by January 15 of each year. In addition, each Member is required to provide LIMRiCC with a monthly listing of any new employees, newly eligible employees, terminated employees or any other qualifying event by the first of the month.”

SECTION 8: It is proposed that Article III (K) of the Agreement (**Mandatory Member Meetings**) shall be modified by deleting the fourth and fifth paragraphs in their entirety and replacing it with the following: Each Member must have at least one (1) representative (Library Director/Administrator, other administrators, or his/her designee) in attendance, either in person or via electronic attendance, at a minimum of one meeting per year. Effective with the 2024 plan year, failure to have (1) representative attend without good cause, will result in a fee of \$150.

SECTION 9: It is proposed that a new Article III (N) of the Agreement (**New Membership**) be added to the Agreement which reads as follows:

“In the years that LIMRiCC is open to accepting new members as permissible by the provider, an application will be required for libraries considering joining the Program. Upon approval, a new member will be required to:

1. Sign the IGA; and.
2. Pay a non-reimbursable 2-month premium that will go into LIMRiCC’s reserves. The premium will be based on the new member’s enrollment and will apply to PHIP and SHIP.”

SECTION 10: It is proposed that Article III (N) of the Agreement (**Late Payments**) be deleted in its entirety and replaced with the following:

“If a Member is more than sixty (60) days late after the issued date of the invoice in paying any Membership Contribution, said Member will be responsible for paying a late fee equal to five percent (5%) of all outstanding invoices. All late fees shall be deposited into the PHIP Account. If a Member fails to make Membership Contribution for a period of three (3)

months, the Board may vote to terminate the Member in accordance with Section Q, Term of the Program.”

In addition this subsection will now be identified as subsection Article III (O) after addition of Article III (N) above.

SECTION 11: It is proposed that a new Article III (P) of the Agreement (**Refund Adjustment Policy**) be added to the Agreement which reads as follows:

In the event that an adjustment is necessary to a member’s invoice, a member can obtain a refund of up to 90 days.

SECTION 12: It is proposed that Article III (Q)(5) of the Agreement (**Obligations of Terminated Members**) shall be amended by deleting it in its entirety and replacing it with the following:

The obligation of LIMRiCC to administer claims incurred under the Plan prior to the effective date of termination or voluntary withdrawal for a terminated Member shall continue for claims that are filed within a period of twelve (12) months after such effective date. Members who have either been terminated or have voluntarily withdrawn are required to make all Member Contributions and supplemental payments, and to pay their entire current invoice, for sixty (60) days after their termination date, known as the run-out period.

1. In the event of a member’s voluntary termination from the Program, notification to the Board must be given in writing 120 days prior to the termination date and prior to the end of the benefit plan year.

The exception to the 120 day notice would be in the event that the Board fails to provide a 15 day notice of the health care premiums for the new plan year at least 135 days prior to the new plan year. In this case, it is at the discretion of the Board. A penalty fee of 25% of the current invoice will be applied to the Member for a notice of termination with less than 120 days notification.

2. A 2-month run out period for SHIP and PHIP will be charged based on the current invoice.

SECTION 13: It is proposed that Article VIII of the Agreement (**FORMER PARTICIPATION OF METROPOLITAN LIBRARY SYSTEM (FORMERLY SUBURBAN LIBRARY SYSTEM)**) shall be deleted in its entirety.

SECTION 14: The proposed effective date of the amendments is November 15, 2023.

SECTION 15: That each Member that will be affected by these proposed amendments shall receive written notice of proposed amendments and the date on which the amendment is to become effective, together with a ballot for voting to approve or disapprove the proposed amendments. The notice shall be given not less than 60 days and not more than 90

days before the proposed effective date of the amendment, either via electronic mail or U.S. mail.

SECTION 16: The proposed amendments set forth in this Resolution shall be adopted upon receiving the affirmative vote of at least two-thirds (2/3) of the Members entitled to vote on such amendment.

SECTION 17: That the President is authorized and directed to sign and the Secretary is authorized and directed to attest to this Resolution.

SECTION 18: This Resolution shall be in full force and effect immediately upon its adoption.

ADOPTED by the Library Insurance Management and Risk Control Combination this 26th day of July, 2023.

ADOPTED by _____ (Library Name) this _____ day of _____, 2023.

By: _____

Its: _____

ATTEST:

PROPOSED INTERGOVERNMENTAL AGREEMENT CHANGE BALLOT

The Library Insurance Management and Risk Control Combination (“LIMRiCC”) Board of Directors adopted a Resolution setting forth proposed amendments to the Intergovernmental Agreement Providing For Risk Management and Authorizing Membership in the Library Insurance Management and Risk Control Combination (“IGA”). This ballot is for your formal e-vote on whether or not you concur with the proposed IGA changes. The proposed changes are fully set forth in the enclosed Resolution and shown on the attached highlighted version of the Intergovernmental Agreement.

The proposed Amendments are in two Resolutions. The first is entitled:

**AMENDING THE AMENDED INTERGOVERNMENTAL AGREEMENT
PROVIDING FOR RISK MANAGEMENT AND AUTHORIZING MEMBERSHIP IN
THE LIBRARY INSURANCE MANAGEMENT AND RISK CONTROL
COMBINATION TO ALLOW
FOR ADMINISTRATIVE AMENDMENTS TO THE INTERGOVERNMENTAL
AGREEMENT**

The date that the proposed amendment is to become effective is November 15, 2023.

Members are invited to vote to “Approve” or “Disapprove” this proposed amendments.

APPROVE ☐

DISAPPROVE ☐

Each LIMRiCC Member entitled to vote must return its ballot to LIMRiCC on or before 5:00 p.m. on the proposed effective date of the amendment.

PROPOSED INTERGOVERNMENTAL AGREEMENT CHANGE BALLOT

The Library Insurance Management and Risk Control Combination (“LIMRiCC”) Board of Directors adopted a Resolution setting forth proposed amendments to the Intergovernmental Agreement Providing For Risk Management and Authorizing Membership in the Library Insurance Management and Risk Control Combination (“IGA”). This ballot is for your formal e-vote on whether or not you concur with the proposed IGA changes. The proposed changes are fully set forth in the enclosed Resolution and shown on the attached highlighted version of the Intergovernmental Agreement.

The proposed Amendments are in two Resolutions. The second is entitled:

**AMENDING THE AMENDED INTERGOVERNMENTAL AGREEMENT
PROVIDING FOR RISK MANAGEMENT AND AUTHORIZING MEMBERSHIP IN
THE LIBRARY INSURANCE MANAGEMENT AND RISK CONTROL
COMBINATION TO ALLOW FOR SUBSTANTIVE AMENDMENTS TO THE
INTERGOVERNMENTAL AGREEMENT**

The date that the proposed amendment is to become effective is November 15, 2023.

Members are invited to vote to “Approve” or “Disapprove” this proposed amendments.

APPROVE

☐

DISAPPROVE

☐

Each LIMRiCC Member entitled to vote must return its ballot to LIMRiCC on or before 5:00 p.m. on the proposed effective date of the amendment.

Signature:

Email: mtannehill@limricc.org

Director's Report

September 2023

Agenda Items

3 Consent Agenda

- 3.5 Approve 2024 Closing Schedule
A schedule is included in the packet. I have no changes to days listed on the closing schedule previously approved.
- 3.6 Approve Vacation and Association Membership Employee Handbook Updates
I have included a memo outlining the changes and a clean and marked up policy.
- 3.7 Approve LIMRiCC Intergovernmental Agreement
I have included a memo outlining the changes. The IGA and two resolutions proposed are also included in the packet. This is from our Unemployment Insurance cooperative.

7 Unfinished Business

- 7.1 Strategic Plan Update
I will provide a verbal update at the meeting.
- 7.2 Lily Zheng EDI Project Update
I will provide a verbal update at the meeting.
- 7.3 Book Sanctuary in Northbrook Resolution
The resolution is included again in the packet. The Village has not asked for any changes to what was presented.

8 New Business

- 8.1 FY24 Tax Levy Draft
Anna has prepared a memo and draft tax levy and included them in the packet. Anna and I will give a presentation on the levy at the board meeting.
- 8.2 Class 6B 3075-3085 Commercial Avenue Request
We have received a Class 6B request from the Village. I have included a memo outlining it and provided the request received from the Village for the board's feedback.

- 8.3 Staff Questions for Board FY23 Audit Presentation
Michelle Mistalski and Sara Scodius have put together a list of questions and feedback they have gathered from staff. The list is included in the packet.

9 Closed Session

- 9.1 Trustee Vacancy Appointment
I have included a memo with the questions from the last time we had a vacancy and a spreadsheet of the 23 applications we received.
- 9.2 HVAC Chiller
Anna has prepared a memo outlining the steps taken since the last meeting and shared more detail on the HVAC Chiller situation.
- 9.3 Library Safety & Security Update
Kelly and I will provide an update on library safety and security concerns after last week's swatting attack.
- 9.4 Executive Director Review
I have prepared a memo and spreadsheet with information on Executive Director salaries.

10 Agenda Building

- Trustee Vacancy Appointment
- Per Capita Grant Annual Requirements Review
- Discuss Staff Appreciation Week
- Lily Zheng Report Discussion
- Strategic Plan Update
- FY23 Audit Presentation
- File account of all monies received and expended during preceding fiscal year (FY23) per 65 ILCS 6/3.1-35-65

Board News

Upcoming meeting reminders

Village Board Meeting 9/26 at 7:30pm
One Book One Northbrook Kick Off 9/30 10:30-1
EDI Survey Results Special Meeting 10/3, 10/4 or 10/5 -Jennifer is finding the date
Trustee Vacancy Interviews 10/9 6-8pm

Updates

Upcoming Library Events

One Book One Northbrook

The One Book Kickoff event is coming up on Saturday, September 30. We will have a selection of food available from Kamehachi (sushi, vegetable spring rolls, chicken teriyaki) and Little Louie's (hot dogs, Italian beef). Music from the Yoko Noge band (blues/jazz) will begin at 11:00am. Crafts will include calligraphy and a cherry blossom craft.



We began giving away copies of *Clark and Division* to patrons and staff. There are copies available for patrons to take on the left side of the spotlight display, along with brochures and bookmarks listing our One Book events. There are copies available for staff to take in the staff lounge. Both areas will be replenished while supplies last. We raffled off five copies of the book at the Farmers Market and plan to do the same at Seniorpalooza, the One Book Kickoff Event, and Shermerfest. We also have regular book club copies that may be checked out at the Fiction & Media desk.

Programming

Summer Reading



Summer Reading ended on August 13th with strong participation and finishing numbers across all 4 programs. Adult Services gave out over 500 Northbrook Public Library lunch totes and Youth Services gave out over 1,110 prize books to teens, kids and babies who finished the Summer Reading Program.

This year we had 2,366 teens, kids, and babies participate in the program and a total of 1,291 finishers. 796 patrons participated in Adult Summer Reading. We had an increase in participation as well as "finishers" compared with last year, with 66% of participants logging at least 4 books. Patrons also enjoyed guessing the number of tea bags in the teakettle at the F&M Desk and creating magnetic poetry at the Reference Desk.

Adult Programming

- Arielle partnered with the Italian Film Festival to screen a film called Aspromonte, Land of the Forgotten. The film was in Italian with English subtitles and drew in a crowd of 49. Those who attended got the opportunity to participate in the festival by scoring the film and submitting their votes.
- Events Production worked in partnership with JCC Chicago this month to support the work that they are doing with Violins of Hope, an initiative that exhibits Violins used by Jewish people during the Holocaust and their stories. The exhibit we hosted at the library featured 3 of these violins in the reference area accompanied by 2 docents. 62 people filtered through to view the display and interact with the docents. (Pictures below)
- Events Production worked in partnership with YIVO Chicago this month for the third Northbrook Public Library event of the season. We close the summer with a mother daughter group mainly featuring Bibi Marcell. The program featured Yiddish music and 98 were in attendance.

Youth Programming

- The Annual Stuffed Animal Sleepover Video Screening was held on Friday, August 11 in the Auditorium. Teen Summer Volunteer participants helped in the program's design, recording, and editing.
- Teacher Dan returned in August to do 3 musical storytimes in the Story Corner. Altogether, we had 315 patrons attend the programs.
- The Teen Summer Volunteer program ended on Sunday, August 13. Teens volunteered their time working with the Summer Reading Desk, Community Garden, YS programming, YS Collection, department assistants,
 - Total number of teens: 70
 - Total volunteer hours: 888.56

Volunteers

This month we have begun our slow roll out of open volunteer positions. On August 28, we posted three volunteer positions with a total of 10 openings. A few more positions will be rolled out this fall.

Collections

A metal detector, a dog agility kit and a third outdoor movie theater kit have been added to the Library of Things collection.

Publicity

Linda and many other staff members enjoyed reaching out to attendees of the Northbrook Farmers Market where we promoted back library card signup, back to school services, and One Book, One Northbrook.

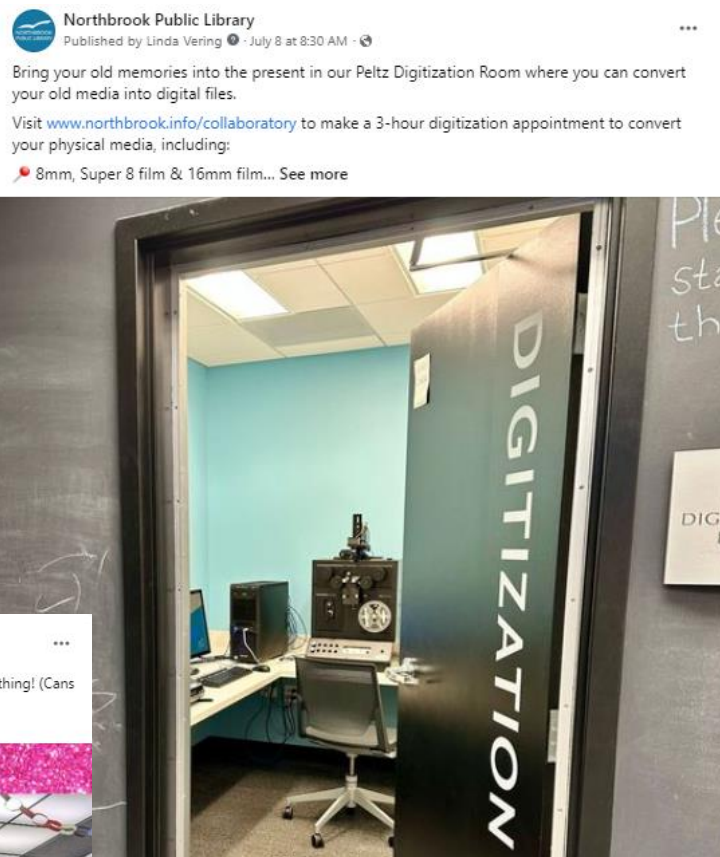


The Harbour, an area organization that provides safe housing to youth and young mothers experiencing homelessness provided information at a table in our lobby and information about their services in the lobby display case in August.



Posted: July 8
Facebook Reach: 2,418
Reactions: 114

Instagram Post: Barbie book display in YS
Posted July 22
Reach: 575
Reactions: 81



The auditorium was also host to a Congress on the corner event. Congressman Brad Schneider heard feedback from the public and responded to the public regarding their concerns and priorities.

Technology

In August, Staff prepped for the migration of Warren-Newport Public Library, CCS' 29th library, on September 1st. We took proactive measures in extending due dates, preparing FAQs and procedures to assist in their daily functions and helping patrons. Our Integrated Library System was down September 1-September 4 so that Warren-Newport library could migrate into CCS. The inclusion of a new library adds many resources to our users. Downtime preparation and execution went very well thanks to all staff involved at our library and CCS.

Safety

Libraries in our area continued to receive bomb threats throughout the month of August. Our library did not receive any threats, but staff were keenly aware of what was going on. Kelly spent a good deal of time working with our police department to keep abreast of the situation, best practices, and recommendations. These attempts are being categorized by law enforcement as swatting attempts. Motive is unknown as is whom is doing this. The FBI are involved. We received one on September 14 via a webform on our website and have been keeping staff and board abreast of what is happening.

HR

Staff Arrivals

- Lucy Gray, regular part-time Adult Services Assistant, effective September 18 (replacement).

Staff Departures

- Drew Ibardaloza, part-time Shelver (CIRC), resigned effective August 12. She is starting her freshman year of college.
- Kaya Ibardaloza, part-time Shelver (CIRC), resigned effective August 12. She is starting her freshman year of college.
- Zoey Godnik, (temporary) part-time Summer Reading Assistant (YS), resigned effective August 12. She is starting her freshman year of college.

Kate Medical Leave

I was out on leave from August 25-September 5. I was not able to come back fully on the 5th as I originally planned and worked very sporadically that week. I was back in the building on a modified schedule starting September 11 and am back fully as of this week.

Staff Training

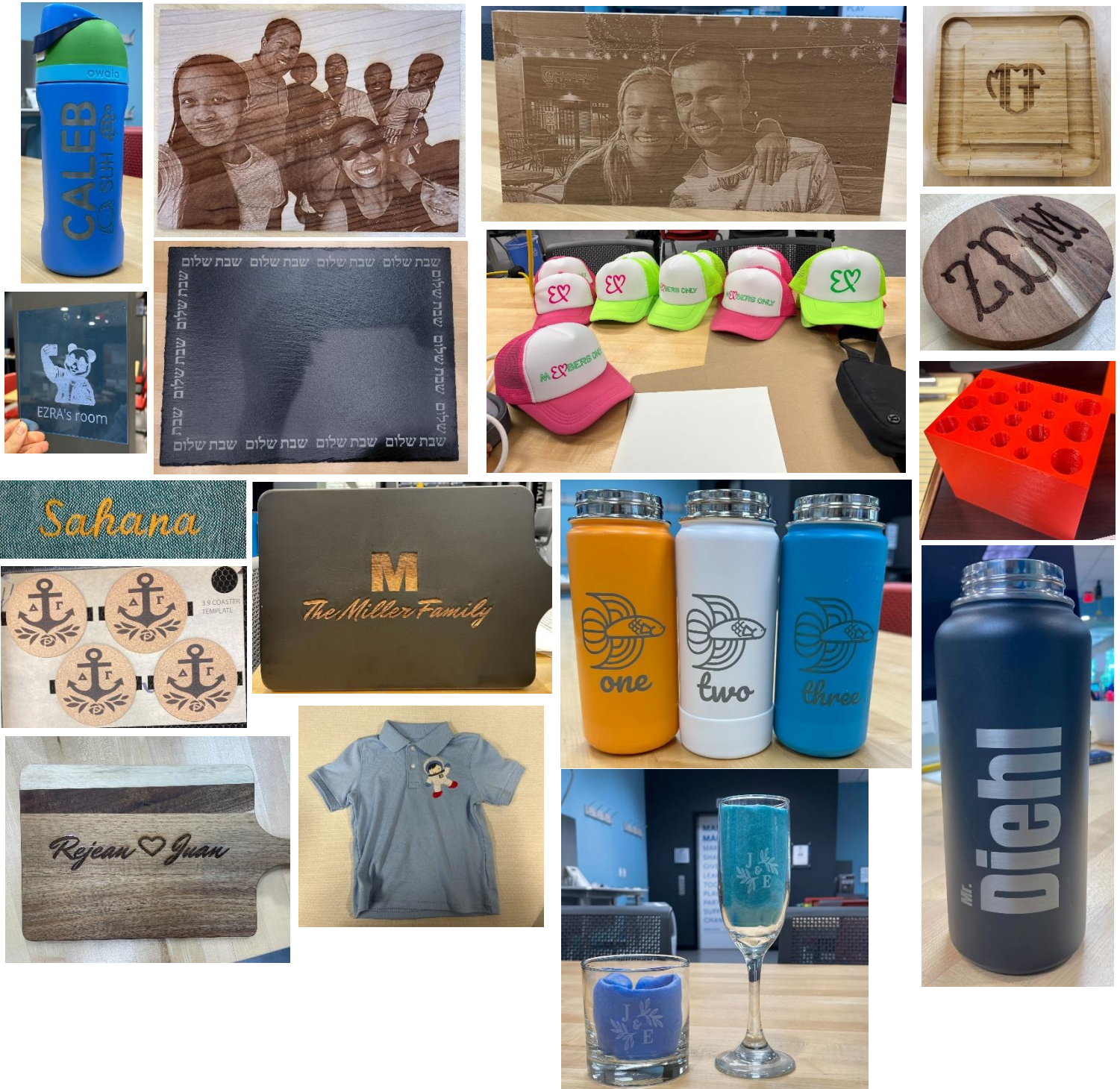
RAILS and Northbrook Public Library Right to Be: Bystander Intervention in Public Workplaces presented during our staff training time on August 4. Kelly Durov coordinated this event with Right to Be and RAILS. We have 2 more sessions with Right to Be at dates to be determined. The training was for all library staff and we had a total of 96 staff take the Right to Be training and 59 attend the debrief session that Kelly worked with the EDI Training group to design. Managers helped organized the day's events and facilitated the debrief sessions. We are working on incorporating what we learned into our existing safety and security procedures.

Kate Hall, Executive Director

COLLABORATORY UPDATE

Prepared by: Cathleen Doyle
August, 2023

PROJECTS



PATRON STORIES



From Maker Specialist Joe Cirignani: Helped a patron (returning after a 4 year hiatus!) laser etch flower inlays for a flower press she was working on. Originally, her dimensions were slightly too large but we worked together to figure out the proper dimensions, as well as some laser tricks to get them cutting right to fit in perfectly!

From Assistant Manager Michelle Mistalski: A patron came in looking to use the sewing machine to create small bags for their grandchildren from scratch. The patron's personal sewing machine wasn't working and they were reminded by a family member that the library has a makerspace where they can use sewing machines. The entire Maker Services department staff helped the patron in various ways to create the lined bag. The patron was thrilled and floored by the patience and kindness the staff provided throughout the creation of the bags.



MATERIALS

August projects by material type charged:

3D Printing	82
Acrylic	50
Buttons	6
Cardstock	13
Cork Coasters	16
DVDs	10
Embroidery Thread	20
Glasses	25
HDPE	1
Iron-on	24
Stabilizer Sheets	72
Vinyl & Transfer Paper	36
Wood	26

3D PRINTING

We printed 101 objects for users in August.

VISITORS

594 people visited the Collaboratory in August.

Comment	Response	Staff Member
"I am new to town and I am amazed at what you offer. You're all dedicated, helpful, happy, and pleasant."	Patron did not request to be contacted	Tracy Gossage
Just want to send a little pat on the back to Tracy for her extraordinary helpfulness, cheerful hello! And contagious enthusiasm. Every day. I was trying to get my senior freeze exemption request filled out online on the day of the deadline, but I was running out of time and patience with the difficult Cook County Treasurer and Assessor websites. Tracy was on the 2nd floor, helping to staff the reference area. She leaped into action, got me situated, understood how daunting things could be for seniors and I got everything done in 45 minutes. I came running out of Study Room Five to thank her and she was gone. Probably back on the third floor making someone else happy our library has such great people, not to mention that it's the best around.	Thank you so much for your kind words! I am glad that Tracy was able to help you and I will make sure to pass along your comment to her. It's always great to see you in the library.	Susan Wolf
A few patrons have said that it would be nice if there were a shelf for items they would like to return. Sometimes they have so many returns that they have to put many of the returns on the floor.	Verbal comment. No response recorded.	Kim Hegelund
A patron needed assistance opening an item she had purchased from the vending machine and was grateful for the assistance. This isn't the first time this type of assistance was requested, but it reminded me of how comfortable our patrons are with asking for help when needed.	Verbal comment. No response recorded.	Kim Hegelund
I brought some books out to a patron in her car as she was unable to come into the library. The books had been pulled by Debbie Siegel. The patron told me how wonderful Debbie is and how much she appreciates everything Debbie does to assist with obtaining items from the library. I relayed the message to Debbie.	Verbal comment. No response recorded.	Kim Hegelund
I observed a patron scanning the barcodes of the items at the self-checkout. I showed them how to lay the item on the pad and explained they could do multiple items at a time. She was very thankful.	Verbal comment. No response recorded.	Kim Hegelund

August 2023 Patron Comments

Comment	Response	Staff Member
I helped a patron on the phone who was interested in renewing an Interlibrary Loan book. She apologized for wanting the book longer. I assured her that requesting renewals is something that we always do. She said, "You do so much! Thank you for all you do".	Verbal comment. No response recorded.	Kim Hegelund
A patron's holds were canceled and reshelfed because they weren't picked up after 7 days. She called and asked for them to be gathered again, she was on her way! The items were found upstairs on the shelf, the holds were trapped, and as I went out to the lobby to shelve them on the Holds Shelf, the patron walked in, saw me holding them, and gave me the biggest, warmest hug! Made my day!	Verbal comment. No response recorded.	Kim Hegelund
A patron wanted to keep on reading a book he had not finished reading and ran out of renewals. Came up to me asking if there was any way he could extend it just a little longer. Fortunately, there was no hold for the book so I was able to help him and extend it longer for him to finish. He was super grateful and happy.	Verbal comment. No response recorded.	Kim Hegelund
Patron told me they love the "electronic check-out system"! It is so easy to use and its nice how you have the option to print or email your receipt so it is less paper waste!	Verbal comment. No response recorded.	Kim Hegelund
Our Patron positively commented on the first-floor lobby (popular book /lucky day section). "There are patrons who comment to each other about what they are reading and what they liked reading.	Verbal comment. No response recorded.	Kim Hegelund
A patron commented it was nice that such care was taken to offer another option for them when they mentioned they could not sit on those cushioned seats while we made their library card. They indicated their body and age prevented them from getting back up from that low of a position.	Verbal comment. No response recorded.	Kim Hegelund
I had a great experience here in the Collaboratory. The one on one help made everything simple. Many thanks to the staff!	Patron did not request a response	Cathleen Doyle
Add color photo printer and a workstation for doing AI generated artwork	No contact info provided	Kim Hegelund

Comment	Response	Staff Member
<p>You are all amazing! I have had THE BEST time here today. I arrived at noon and have now met everyone on staff! You are all so kind, caring and patient! I am so impressed with the knowledge you have of so many different materials, techniques and machines. It is now 3:30 and I'm sad to leave. I can wait to return again!</p>	<p>submitted via paper form, no response recorded.</p>	<p>Kim Hegelund</p>
<p>It was with great anticipation that I was shown the new privacy windows as I was about to use Study Room Four today. OMG. What were you thinking? If anything, these claustrophobic fenestrations should be on the side next to the hallway, where the bulk of library traffic can hear, see, and react to everything that transpires in the study rooms. Not on the side with the most gloriously unfettered view in the annals of North Shore library architectural history. You blocked the wrong side. I've been working here for an hour. The traffic on the side with a view of the hallway has been virtually non stop. The traffic on the side blocking the view has been non existent. You blocked the wrong side. Which side really needs the privacy windows? The side with the people? Or the side with the view? You blocked the wrong side. Just an FYI, frosted windows will not suppress the sound of talking on either side. I understand that requests to create shower stall privacy were made by "several" people. Several is five to seven. Sometimes the most vocal among us get counted twice. Regardless, as one of the library's most frequent flyers, I, and others who cherish and revere this wonderful place, would have liked a chance to weigh in. While writing this, as I often do when I use the study rooms to work, I looked up several times to collect my thoughts and enjoy the view, out of habit. Each time I stared into an empty, gray fog. You blocked the wrong side. Sometimes you don't know how much is missing until it's gone. What a way to find out.</p>	<p>I spoke with this patron when she was first seeing the new privacy frosting applied to Study Rooms 3,4,5 in person. At that time, I explained we'd had several requests to add this feature to help people concentrate. Judy expressed that she was very upset as she uses these study rooms to enjoy the view. I empathized with her. I responded to her email with this: Thank you for writing. I spoke with you yesterday in the morning about the privacy frosting on the glass in Study Rooms 3,4,5. I understand the loss you are feeling no longer having the view that you had as a regular user of those rooms. As our Reference Clerk mentioned yesterday, there are several areas that still do have great views of the outside including: the quiet study room, study rooms 15-18, seating in the open areas on the second floor, as well as the the third floor.</p> <p>If there is anything more that I can help you with, please do not hesitate to reach out.</p>	<p>Kelly Durov</p>

August 2023 Patron Comments

Comment	Response	Staff Member
A mom and a little boy who will be entering Kindergarten stopped by the Welcome Desk. The mom mentioned that they received a library card in the mail and the boy was so excited to use it today! The card was sent as part of the Northbrook Schools Student Registration for Library Cards program that was begun this summer.	Verbal comment. No response recorded.	Kim Hegelund
Patron appreciated the drop in style program as making reservations were not working with her in the past. Patron appreciated seeing the violins of hope and was thankful to our library staff for coordinating it and as a drop in program.	Verbal comment. No response recorded.	Kim Hegelund

RESOLUTION
A RESOLUTION DECLARING THE VILLAGE OF NORTHBROOK
A BOOK SANCTUARY COMMUNITY

WHEREAS, the freedom to read is a human right, constitutionally protected by the First Amendment of the United States Constitution, and individuals have the right to free inquiry and the equally important right to form their own opinions; and

WHEREAS, Article 19 of the Universal Declaration of Human Rights states that “everyone has the right to freedom of opinion and expression; this right includes freedom to hold opinions without interference and to seek, receive and impart information and ideas through any media and regardless of frontiers”; and

WHEREAS, books do not require readers to agree with topics or themes but instead allow readers to explore and engage with differing perspectives to form and inform their own views; and

WHEREAS, over the last several years, there has been a significant increase in censorship activities in the United States resulting in books being removed from library shelves and schools; and

WHEREAS, book bans have multifaceted, harmful consequences on—

(A) students who have a right to access a diverse range of stories and perspectives;

(B) students, from historically marginalized backgrounds, whose communities are often underrepresented in literature;

(C) educators and librarians who are being restricted in their access to information;

(D) the authors whose works are being targeted; and

(E) parents who want to raise students in schools that remain open to curiosity, discovery, and the freedom to read; and

WHEREAS, classic and award-winning literature and books that have been part of school curricula for decades have been challenged, removed from libraries pending review, or outright banned from schools; and

WHEREAS, numerous books referring to Lesbian, Gay, Bisexual, Transgender, Queer and plus ("LGBTQ+") themes or with LGBTQ+ characters have been banned from libraries and schools in the United States this year; and

WHEREAS, numerous books, both fiction and nonfiction, with protagonists of color or prominent secondary characters of color have been banned from libraries and schools in the United States; and

WHEREAS, the Village President and the Board of Trustees declare their opposition to the banning of books in any form; and

WHEREAS, the Village President and the Board of Trustees applauds and supports the recent action by the Illinois General Assembly and Illinois Governor JB Pritzker in enacting Public Act 103-0100 on June 12, 2023 which takes effect on January 1, 2024 and declares it to be the "policy of the State to encourage and protect the freedom of libraries and library systems to acquire materials without external limitation and to be protected against attempts to ban, remove, or otherwise restrict access to books or other materials;" and

WHEREAS, the Northbrook Public Library has adopted the American Library Association's Library Bill of Rights and has taken other actions to support the freedom to read in the Village, including maintaining a wide and varied collection; and

WHEREAS, the Northbrook Public Library Board of Trustees has adopted a Collection Development Policy that supports a fair, equitable, and accessible collections for the public.

WHEREAS, the Village of Northbrook supports having a fair, equitable, and accessible collections for the public.

NOW THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Northbrook, Illinois, in the exercise of their home rule powers, as follows:

Section 1. Recitals Incorporated. The above recitals are incorporated herein as though fully set forth.

Section 2. Adoption of American Library Association's Freedom to Read Statement. The Village President and the Board of Trustees support and adopt the American Library

Association's "Freedom to Read Statement," attached hereto and incorporated herein by reference.

Section 3. Book Sanctuary Declaration. The Village President and Board of Trustees declare that the Village is a book sanctuary community and the Village shall actively support, celebrate, and recognize business, organization or governmental entity that encourages intellectual freedom and the free exchange of ideas including the reading of banned and challenged books.

Section 4. Book Sanctuary Community. As a book sanctuary community, the Village shall be a place where everyone can: (1) borrow and read challenged books; (2) make endangered books accessible to everyone; (3) host book talks, story times, and other events about banned and challenged books; and (4) educate others on the history of book banning and burning.

Section 5. Book Sanctuary Actions. The Village supports the efforts of the Northbrook Public Library to advance and support Northbrook as being a book sanctuary Village and call upon community members to do the following: (1) host and join in-person or virtual banned book clubs to encourage critical discussion of censored stories that are most often challenged; (2) lending banned books to friends and neighbors; (3) using local Little Free Libraries as book sanctuaries, adding banned books as a way to support the freedom to read; (4) facilitating a book drive for banned and challenged books and donating books to local community centers, including the Friends of the Northbrook Public Library, for distribution at Little Free Libraries in the community; (5) hosting story times with inclusive characters that reflect the diversity of our world; and (6) amplifying individual voices on social media with #TheBookSanctuary.

Section 6. Severability and Repeal of Inconsistent Ordinances, Resolutions and Motions. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Resolution. All ordinances, resolutions and motion in conflict herewith are hereby repealed to the extent of such conflict.

Section 7. Effective Date. This Resolution shall be in full force and effect immediately after its passage and publication as provided by law.



1201 Cedar Lane, Northbrook, IL 60062
847-272-6224

DATE: 9/14/23
TO: Trustees
FROM: Anna Amen
RE: 2023 Levy

To prepare the 2023 Levy, the following information was reviewed

- prior year revenue and expenditure data
- compensation, equity, diversity and inclusion initiatives, strategic plan initiatives
- facility plan
- technology plan

Based upon this review we are estimating that a 3.3% overall tax levy increase will allow the Library to

- provide annual wage increases and address any additional pay equity considerations
- cover insurance cost increases (medical, dental, vision, general, workers compensation and unemployment)
- focus on equity diversity and inclusion and strategic plan initiatives
- provide services, materials (electronic and print formats) and programming (in person, virtual, and hybrid) to patrons that they are accustomed
- address building and technology issues that are part of the facilities plan
- handle any unforeseen situations that may arise in the coming year

I have also provided the scenarios below for review at the September meeting

- total levy remains flat
- 3% operating levy increase & a 2.2% overall tax levy increase
- 4% operating levy increase & a 3% overall tax levy increase
- **4.4% operating levy increase & a 3.3% overall levy increase – based upon estimate**
- 5% operating levy increase & a 3.9 overall tax levy increase

The Levy will be sent to the Village after the October Meeting.

Northbrook Public Library Property Tax Levy History

Levy Year	Fiscal Year	General	IMRF	FICA	Total Operating	Debt Service	Total Library	% Increase
2023 - 5% operating levy increase / 3.9% overall tax levy increase	24-25	8,528,100	400,000	280,000	9,208,100	758,350	9,966,450	3.9%
2023 - based upon forecast - 4.4% operating levy increase / 3.3% overall tax levy increase	24-25	8,480,000	400,000	280,000	9,160,000	758,350	9,918,350	3.3%
2023 - 4% operating levy increase / 3% overall tax levy increase	24-25	8,446,880	400,000	280,000	9,126,880	758,350	9,885,230	3.0%
2023 - 3% operating levy increase / 2.2 overall tax levy increase	24-25	8,365,660	400,000	280,000	9,045,660	758,350	9,804,010	2.2%
2023 - total levy remains flat	24-25	8,158,550	400,000	280,000	8,838,550	758,350	9,596,900	0.0%
2022	23-24	8,122,000	425,000	289,000	8,836,000	760,900	9,596,900	5.3%
2021	22-23	7,641,000	425,000	289,000	8,355,000	757,550	9,112,550	2.5%
2020	21-22	7,439,188	400,000	289,000	8,128,188	758,249	8,886,437	1.6%
2019	20-21	7,439,188	490,000	289,000	8,218,188	527,476	8,745,664	-0.4%
2018	19-20	7,479,000	490,000	280,000	8,249,000	528,404	8,777,404	3.0%
2017	18-19	7,219,783	490,000	280,000	7,989,783	528,137	8,517,920	4.2%
2016	17-18	6,411,000	475,000	270,000	7,156,000	1,016,420	8,172,420	2.4%
2015	16-17	6,235,000	470,000	265,000	6,970,000	1,010,891	7,980,891	2.6%
2014	15-16	6,069,135	440,000	260,000	6,769,135	1,008,141	7,777,276	1.0%
2013	14-15	6,015,000	410,000	255,000	6,680,000	1,019,486	7,699,486	6.0%

**Northbrook Public Library
Operating Fund - Revenue
2023 Levy (FY2025) - Draft 1**

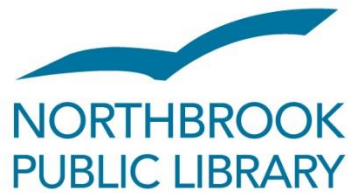
Levy	8,480,000
Uncollectable Levy	(169,600)
Replacement Tax	150,000
Fines & Fees	35,000
Interest Income	35,000
Other Income - Gifts	100,000
Total Estimated Income	<u>8,630,400</u>
 Total Expense	 8,629,500
 Surplus/(Deficit)	 <u><u>900</u></u>

**Northbrook Public Library
General Fund - Expenses
2023 Levy (FY2025) - Draft I**

Description		FY21 Actual	FY22 Actual	FY23 Actual	FY24 Forecast	FY25 Levy
PERSONAL SERVICES						
Salaries and Wages		3,617,765	3,544,727	3,920,270	4,298,417	4,524,000
Maintenance		177,485	149,068	172,053	192,433	202,000
Total Personal Services		3,795,250	3,693,795	4,092,322	4,490,850	4,726,000
FRINGE BENEFITS						
Group Insurance	Medical, Dental, Vision, Life	648,701	654,759	673,498	723,373	795,000
Unemployment/ Worker's Comp		25,075	24,228	26,047	24,393	26,500
Training & Development	Staff membership, Conferences, Mileage, Anniversary Gifts, Staff day	28,819	53,438	58,301	59,438	61,000
Total Fringe Benefits		702,595	732,425	757,845	\$ 807,205	\$ 882,500
COMMODITIES						
Materials	Books, Ebooks, Periodicals, Audio Visual, Videos/DVD's	893,794	887,742	885,993	944,000	982,000
Programs	Fiction& Media, Reference, Young Adult, Youth Services, Maker Services, Admin	75,024	80,588	71,125	103,000	103,000
Office & Library Supplies	Supplies less than \$500	70,197	60,423	56,483	70,000	70,000
Software	Blackbaud, Boopsie, Adobe, Getty, 3M, Evanced, Titlesource, Remote Printing	99,903	92,506	92,146	109,252	108,000
Postage		16,801	19,633	18,556	18,330	20,000
Community Relations	Promotional items, Float, Newsletters, Email marketing, Northbrook Chamber, Rotary	34,605	39,553	47,434	49,830	55,000
Janitorial Supplies	Supplies, Paper, Chemicals, Uniforms, Rugs, Paint, Filters, Landscaping	42,115	45,728	44,678	45,000	45,000
Total Commodities		\$ 1,232,439	\$ 1,226,173	\$ 1,216,415	\$ 1,339,412	\$ 1,383,000
CONTRACTUAL						
OCLC		23,735	25,204	26,683	27,269	28,000
CCS Shared Costs		79,293	79,011	78,410	75,271	78,000
Photocopy	Copy machine lease payment, Supplies & page charges, Coin op lease payment, My PC lease payment, Papercut lease payment, SimpleScan lease payment	23,328	25,544	24,857	28,062	30,000
General Insurance	General liability, Auto, Property, Cyber, Flood	58,129	63,502	71,158	75,180	83,000
Telephone	Phone lines, Fiber optic cable	48,058	40,502	36,442	37,754	39,000

**Northbrook Public Library
General Fund - Expenses
2023 Levy (FY2025) - Draft I**

	Description	FY21 Actual	FY22 Actual	FY23 Actual	FY24 Forecast	FY25 Levy
Professional Services	Attorney, Auditor, Independent contractor (IT, EDI)	243,612	258,042	309,174	416,462	402,000
Equipment Rental/Maintenance	Piano, Laminator, Microfilm readers, Computer switches, Postage machine, Phone system, Binding, AMH, RFID	4,436	26,637	46,468	42,959	43,000
Vehicle Expense		483	465	810	586	3,000
Utilities	Gas, Water, Garbage, Composting	47,123	48,549	50,656	51,827	53,000
Building Repairs	HVAC, Elevator, Plumbing, Electrical, Parking stops, Sprinklers, Parking lot repairs, Curtain Wall	18,710	39,082	41,207	33,000	30,000
Contracted Services	Alarm, Backflow service, Elevator, Cleaning, Email, Snow removal, Carpet cleaning, HVAC, Sprinkler	133,639	139,059	144,868	145,028	146,000
Recruiting		0	1,555	420		1,000
Total Contractual Services		\$ 680,546	\$ 747,153	\$ 831,155	\$ 933,397	\$ 936,000
CAPITAL OUTLAY						
Furniture and Equipment	Items greater than \$500	30,048	56,837	30,722	50,000	50,000
Total Capital Outlay		\$ 30,048	\$ 56,837	\$ 30,722	\$ 50,000	\$ 50,000
OTHER						
Contingency & Misc Exp		3,341	7,147	9,739	100,000	100,000
Net Loss on Investment		(1,944)	(222)			
Board Development		216	502	620		2,000
Total Other		\$ 1,613	\$ 7,428	\$ 10,359	\$ 100,000	\$ 102,000
DESIGNATED EXPENSES		\$ 74,930	\$ 89,569	\$ 108,970	\$ 100,000	\$ 100,000
TOTAL EXPENSES BEFORE TRANSFERS		\$ 6,517,421	\$ 6,553,380	\$ 7,047,788	\$ 7,820,864	\$ 8,179,500
TRANSFERS						
Debt Service Transfer		16,150	20,546	12,554	\$ 25,000	\$ 25,000
Capital Improvements		1,115,000	1,270,000	1,210,000	\$ 425,000	\$ 425,000
Total Transfers		\$ 1,131,150	\$ 1,290,546	\$ 1,222,554	\$ 450,000	\$ 450,000
TOTAL EXPENSES		\$ 7,648,571	\$ 7,843,925	\$ 8,270,343	\$ 8,270,864	\$ 8,629,500



Memorandum

DATE: 9/14/23

TO: Board of Trustees

FROM: Kate Hall, Executive Director

RE: Class 6B Requests

In your packet is a class 6B Request. [As stated from Cook County](#), "The Class 6b classification is designed to encourage industrial development throughout Cook County by offering a real estate tax incentive for the development of new industrial facilities, the rehabilitation of existing industrial structures, and the industrial reutilization of abandoned buildings. The goal of Class 6b is to attract new industry, stimulate expansion and retention of existing industry and increase employment opportunities."

When a business in Northbrook submits a request to the Village, each taxing body has the opportunity to weigh in on whether the Village Board should recommend it to the County. Ultimately, the Library Board has no authority on whether this is approved, but provides feedback to the Village on whether it should be recommended to the County.

Village President
Kathryn L. Ciesla

Board of Trustees
Muriel J. Collison
Joy U. Ebhomielen
Johannah K. Hebl
Robert P. Israel
Daniel H. Pepoon
Heather E. Ross

Village Clerk
Debra J. Ford

Village Manager
Cara L. Pavlicek

TRANSMITTAL

TO: SCHOOL DISTRICT 225
SCHOOL DISTRICT 27
NORTHBROOK PARK DISTRICT
NORTHBROOK PUBLIC LIBRARY

FROM: Jonathan Mendel, Director of Development & Planning Services

DATE: September 7, 2023

The Village of Northbrook has received the attached request for a Class 6b Tax incentive from 3075-3085 Commercial Realty Associates, LLC. (the “Applicant”) as the contract purchaser of the property commonly known as 3075-3085 Commercial Avenue (the “Subject Property”).

A general location map is shown below.

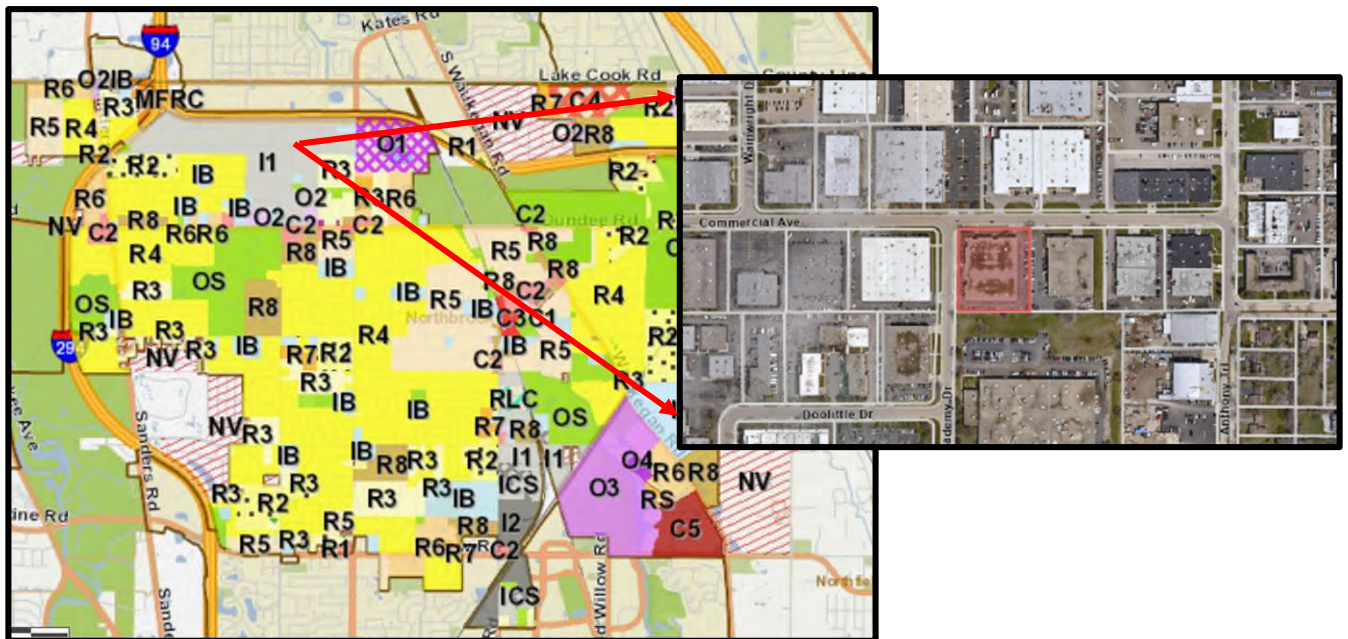


Figure 1: Location – 3075-3085 Commercial Avenue

In accordance with the Village’s general procedures for the review and approval of 6b tax incentives, the local school districts, park district and public library are given the opportunity to review and comment on this request.

The Village Board of Trustees is scheduled to preliminarily review this request at its **September 12, 2023** meeting. The Applicant plans to purchase the Subject Property to expand their IL based facilities to Northbrook, in addition to retaining their current Lyons, IL facility.

Please see the attached request submitted by the applicant, as well as the material we have prepared for our Board of Trustees during preliminary review.

If you wish to have the Village Board review the comments from your taxing district, please forward them to me by **October 9, 2023**.

Note: In 2022 with Resolution 22-R-33, the Village revised our Class 6b review process shortening the length and adjusting the timing for your taxing district's review. This review period is now 30 days, runs parallel with the Board of Trustees preliminary review and ending prior to the formal Board of Trustees review.

If you have questions of the Village regarding the application, please contact me at jonathan.mendel@northbrook.il.us.

Questions of the applicant should be directed to:

Kevin A. Griffin
Eugene L. Griffin & Associates, Ltd
29 North Wacker Drive Suite 650
Chicago, IL 60606
P: 312-855-5012
E: kagriffin@griffinlaw.com

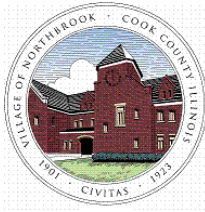
Please keep me informed of when your Board is scheduled to consider the request, and if you would like the Applicant to attend the meeting.

We look forward to receiving your Board's comments.

Sincerely,



Jonathan Mendel, AICP
Director of Development & Planning Services
Village of Northbrook, IL



MEMORANDUM

VILLAGE OF NORTHBROOK

DEVELOPMENT AND PLANNING SERVICES DEPARTMENT

TO: CARA PAVLICEK, VILLAGE MANAGER
FROM: JONATHAN MENDEL, DIRECTOR
DATE: SEPTEMBER 12, 2023
SUBJECT: INITIAL BOARD REVIEW – 3075-3085 COMMERCIAL AVENUE IN THE I1 RESTRICTED INDUSTRIAL DISTRICT - COOK COUNTY 6B PROGRAM REQUEST

Introduction

For Board of Trustees preliminary consideration is a request by 3075-3085 Commercial Realty Associates, LLC. (the “Applicant”) as the contract purchaser of the property commonly known as 30875-3085 Commercial Avenue (the “Subject Property”) of a Class 6b Tax incentive.

The Applicant plans to purchase the Subject Property to rehabilitate and partially occupy the existing 39,039 square foot building with their company ResinTech, Inc. The total estimated cost of the project is \$1,105,000 improvements and \$2,825,000 purchase price.

The Applicant is also known as the ResinTech Inc., was founded in 1986 in New Jersey and is a nationwide wide company requesting this as part of their IL expansion from their current Lyons, IL location.

The Subject Property was built in 1978, needs improvements/modernizing and has unoccupied and on the market since June 2022.

The Applicant seeks preliminary Board comments on the feasibility of Village support for a Class 6b incentive. We have attached the application materials submitted by the Applicant, as well relevant background material assembled by the Village Staff concerning the property and the County 6b program.

Note: following proposed exception for this 6b application request:

- The Applicant asks for relief from the Village’s prohibition on appealing property assessment during the 12 year 6b period that would result in a property value less than the first year valuation of the Class 6b schedule.
 - This is a substantive deviation from the Village’s standard practice and long-standing 6b policy. The Applicant states that they are concerned this would be a complete forfeit of its rights to appeal a future assessment.

Property/Building Description

Key information concerning the property is summarized below:

- The Subject Property has been 100% unoccupied and has been actively marketed as available for sale and lease for approximately 14 months.
- The 39,039 sqft building is 45 years old and primarily a flexible light industrial/office one-story building
- The Subject Property is zoned I-1 Restricted Industrial and not within the floodplain.

- The Comprehensive Plan Future Land Use Map designates the Subject Property and immediately surrounding properties to the north, east, south and west as *General Industrial, Warehouse & Office*.
- The property is located in Elementary School District 27 and High School District 225.

The 6B Program

The Cook County Class 6b program reduces the overall property tax bill for industrial and warehouse buildings over the course of 12 years. Under the program, properties are assessed based on the following schedule:

- at 10% of market value for the first 10 years,
- 15% in the 11th year, and
- 20% in the 12th year.
- **In year 13, the property reverts to the normal assessed value of 25% of market value.**

Real estate is eligible for Class 6b status if it is used primarily for “industrial purposes” and is either:

- (a) new construction,
- (b) substantial rehabilitation of a building, or
- (c) occupation of an “abandoned” property.

The below table summarizes the overall impact over the 12-year lifespan of the 6b program (2024-2035) assuming if the 6b was approved, not approved but occupied by the applicant and the property tax savings for the applicant if the 6b was approved

Estimated Taxes Paid over 12 Years New Building <u>With</u> the Class 6b	Estimated Taxes Paid over 12 years New Building <u>Without</u> The Class 6b	Estimated <u>Savings</u> in Property Taxes over 12 years
\$846,832	\$1,881,849	\$1,035,017

Estimated Taxes Paid over 12 Years New Building with the Class 6b – \$846,832

Estimated Taxes Paid over 12 years New Building without the Class 6b – \$1,881,849

Estimated Savings in Property Taxes over 12 years – \$1,035,017

Village Procedures for Processing Class 6b Applications

The guidelines consist of three basic categories:

1. Economic & Fiscal Impacts of the Business on the Community (50% consideration)
2. Conditions of Existing Building/Site and Private Financial Contribution Compared to Public Assistance (30% consideration)
3. Quality of Jobs Created (20% consideration)

In addition, bonus consideration of up to 5% can be awarded due to environmental features of the proposed business. When the Village Board established these eligibility guidelines, they were adopted as general guidelines as a way for the Board to evaluate requests.

Staff has transmitted the Applicant's request to the applicable taxing districts for their 30 day review and comment period as established by Resolution 22-R-33. Their comments will be provided during the formal Board of Trustees review.

Summary

Staff suggests the Board of Trustees focus on the following questions when reviewing this request:

- Does the Applicant's Class 6b request satisfy the general Cook County criteria for the approval of a Class 6b incentive for the rehabilitation of an existing building?
- Does the Applicant's 6b proposal satisfy the general Village criteria for the approval of a 6b incentive, given the two requested reliefs
 - Relief from the Village's bar on appealing property assessment during the 12 year 6b period?
- Is the incentive appropriate to encourage the rehabilitation of the existing unoccupied 39,039 sqft building for a new tenant/business for the Village of Northbrook?

The Applicant and staff will be present at the September 12, 2023 meeting to answer any questions from the Board.

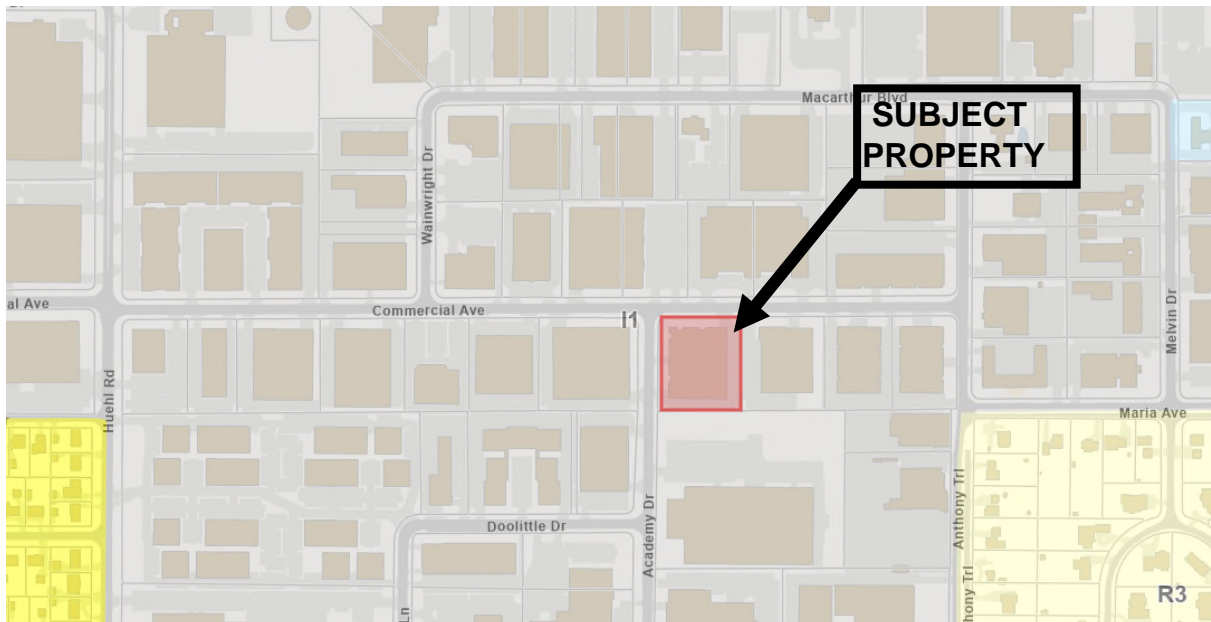
PRELIMINARY REVIEW

COOK COUNTY 6B PROGRAM REQUEST: 3075-3085 COMMERCIAL AVE

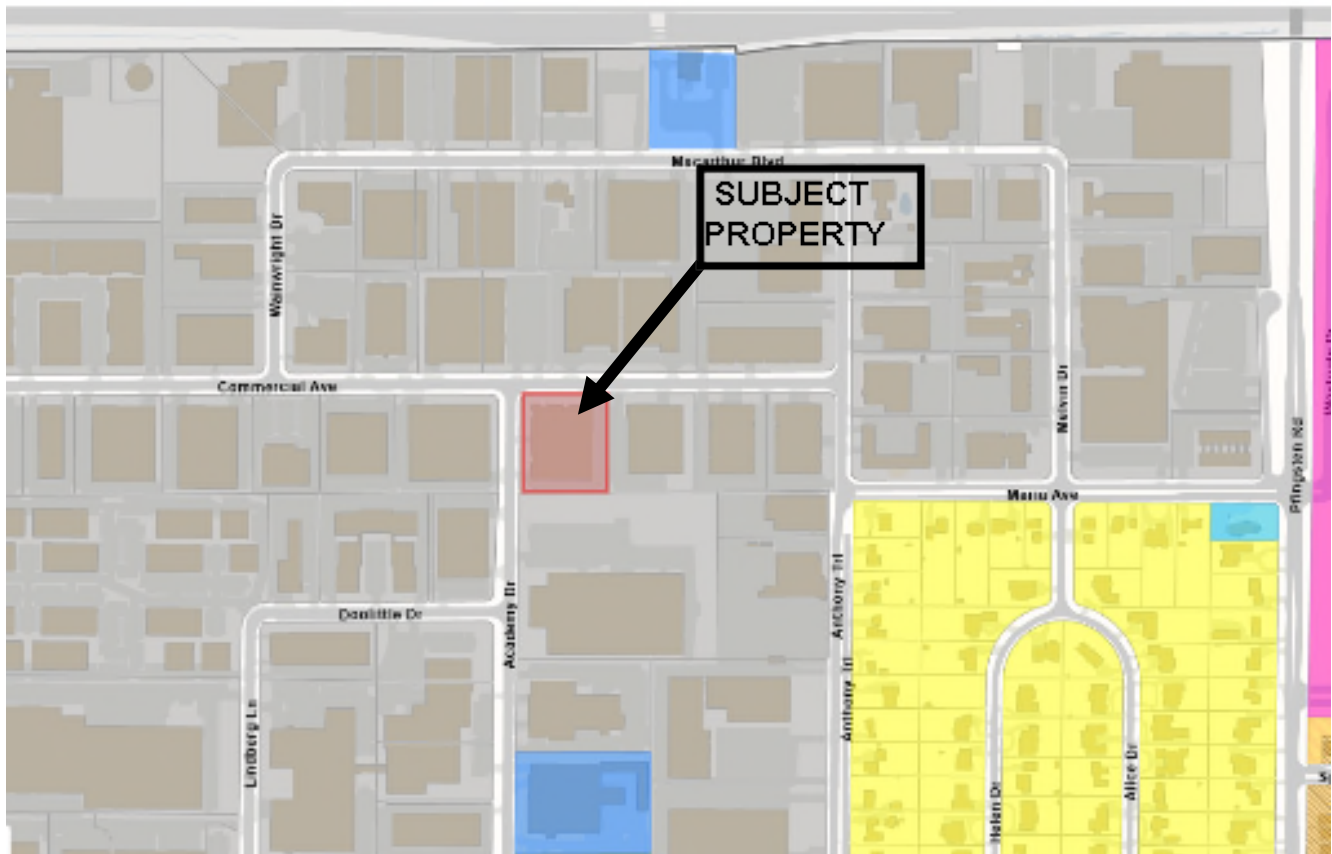
APPLICATION SUMMARY

Applicant:	3075-3085 Commercial Realty Associates, LLC
Site Location:	3075-3085 Commercial Avenue
Requested Action:	Resolution supporting and consenting to a Cook County Class 6b incentive
Proposal:	Resolution from the Village of Northbrook supporting and consenting to a Class 6b tax incentive for New Construction.
Existing Zoning & Land Use:	I1 – Vacant Industrial Building
Surrounding Zoning & Land Use:	North: I-1 Restricted Industrial South: I-1 Restricted Industrial East: I-1 Restricted Industrial West: I-1 Restricted Industrial
Comprehensive Plan Designation:	General industrial, warehouse & office

ZONING MAP



COMPREHENSIVE PLAN MAP



Legend

- Open Space & Outdoor Recreation
- Single Family
- Single Family Large Lot
- Multi-Family up to 6 DUA
- Multi-Family 6-9 DUA
- Multi-Family 9-15 DUA
- Multi-Family over 15 DUA
- Senior or Special Residential
- Government Facility
- Institutional Facility
- Neighborhood Office
- Neighborhood Edge 1
- Neighborhood Edge 2
- Office - Professional
- Office - Corporate/Corridor
- Community Retail
- Major Retail
- Industrial & Commercial Service
- General Industrial, Warehouse & Office
- Major Industrial/Distribution
- Transportation, Comm. & Utilities
- Village Center Mixed Use
- Techny Area Multi-Use
- Major Corridor Multi-Use
- Techny Area

AERIAL MAP



Street view from Commercial Ave Looking South



Street view from Academy Dr. Looking Northeast



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LAW OFFICES

29 NORTH WACKER DRIVE, SUITE 650
CHICAGO, ILLINOIS 60606-3215
(312) 855-5050

August 21, 2023

FACSIMILE
(312) 855-5048
WRITER'S DIRECT DIAL NUMBER

855-5012

VIA FEDERAL EXPRESS

Via Email (Jonathan.Mendel@northbrook.il.us)

Jonathan Mendel
Director of Development and Planning Services
Village of Northbrook
1225 Cedar Lane
Northbrook, IL 60062

Re: **Class 6b Property Tax Incentive Application**
Applicant: 3075-3085 Commercial Realty Associates, LLC,
d/b/a ***ResinTech, Inc.***
Address: 3075-3085 Commercial Avenue, Northbrook
Northfield Township
PIN: 04-05-203-043-0000

Dear Mr. Mendel,

Enclosed please find the application and attachments for a Class 6b Property Tax Incentive ("the Incentive") on behalf of 3075-3085 Commercial Realty Associates, LLC d/b/a ***ResinTech, Inc.*** (hereinafter "ResinTech" or "Applicant"). The subject property is located at 3075-3085 Commercial Avenue in Northbrook and identified by permanent index number 04-05-203-043-0000. The property contains a divisible approximately 39,093 square foot industrial building situated on approximately 1.75 acres of land. With approval from the Village of Northbrook, Applicant will move forward with the purchase and occupation of the subject property.

Some of the items requested in both the Village's application and County's application are not currently available as the real estate transaction has not yet closed. Further, Applicant is waiting on certain materials from the seller and, despite repeated attempts to obtain said items, they have not been furnished. Applicant will promptly supplement this application as those materials are received.

Exhibit List

- A. Cook County Class 6(b) Eligibility Application
 - A1. Vacancy Affidavit
 - A2. Affidavit of Economic Disclosure
- B. ResinTech Company Profile published in EDM Today Summer 2021
- C. "ResinTech, Inc., Recognizing the Responsibility to Give Back" published in SJmagazine.net in February 2022

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- D. “Newsmaker Interview with Jeffrey Gottlieb” published in Water Technology Magazine December 2013
- E. “CCI Community Wins” Brochure published by New Jersey Economic Development Authority
- F. Letter of Intent to Purchase Subject Property
- G. Real Estate Tax Impact Table
- H. 2021 Second Installment Real Estate Tax Bill

Incentive Eligibility

Applicant’s project is eligible for the Incentive as industrial reutilization of an abandoned building. The subject property has been unoccupied for not less than 12 consecutive months (since June 2022) and therefore qualifies as “abandoned” under the Cook County Code of Ordinances. See Vacancy Affidavit attached hereto as Exhibit A1.

Profile of Applicant

ResinTech is a water treatment company, founded in 1986, and currently a global leader in ion exchange water purification. With facilities throughout the globe, ResinTech provides water purification products and services for use in every market from large-scale industrial operations to mid-size commercial facilities and residential end users. The demand for ResinTech’s products is non-seasonal, non-cyclical, and driven by favorable long-term demand factors. Increased government mandates have also resulted in an increased demand for ResinTech water purification products and services. ResinTech provides purified water through a variety of applications including ion exchange resin, granular activated carbon, filter cartridges, high purity water systems, lab testing and services, and resin regeneration. Additional information can be found by visiting their website at www.resintech.com.

ResinTech currently occupies an industrial facility in Lyons, Illinois. If the Incentive is granted, Applicant would purchase the subject property for use as an expansion of that facility.

The Subject Property

The subject property, located at 3075-3085 Commercial Avenue in Northbrook, was last occupied in June 2022 by Consumer Electronics Distributors, Inc. and since then, has been vacant and abandoned. Applicant has provided a Letter of Intent to purchase the Subject Property, however **if the Village does not consent to the Incentive, Applicant will not move forward with the purchase of the subject property.** Applicant’s plans for the property include significant capital expenditures which will not be possible without the tax savings generated by the incentive.

If the Incentive is granted, ResinTech will utilize the subject property as its Midwest manufacturing/distribution hub. The facility will be used for packaging, mixing, blending,

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shipping and receiving ion exchange resins used for purification. Raw materials will be processed at the subject site then shipped to Camden, New Jersey for testing before ultimately being shipped to customers. ACM Technologies, a subsidiary of ResinTech, will also occupy a portion of the facility for processing smaller scale products. Salespeople will also periodically use the facility's office space. All products handled at the facility are non-hazardous.

ResinTech's initial plan is to retrofit excess interior office space for industrial use and immediately occupy approximately 24,000 square feet of the subject's 39,000 square feet. ResinTech will, in the short term, plan to lease out the additional 15,000 square feet to a well-established industrial tenant. However, if ResinTech is unable to immediately find a tenant then they will occupy the entire subject property. In the long term, ResinTech plans to occupy the entire 39,000 square feet for its manufacturing process.

Need for the Incentive

Applicant's project, as described herein, is entirely contingent on their ability to make capital improvements to the property. Their ability to do so is contingent on realizing the financial benefit of the Incentive.

This project includes: the purchase of the subject property, purchase of machinery and equipment, purchase or lease of vehicles, improvements needed at the property, hiring of new employees, purchasing of insurance, purchase and installation of solar roof mount systems, among other expenses. In whole, the project requires a massive financial commitment which is likely to exceed the capital expenditures listed herein. Applicant needs the Incentive in order to make the full financial commitment. Without the incentive, **Applicant will not be able to move forward with the project as planned and will cancel their offer to purchase the property.** Applicant has outgrown its current space in Lyons, Illinois and is in need of additional local space. If the Applicant cannot purchase the subject property, they will have no choice but to look for facilities in other nearby municipalities.

Applicant is dedicated to providing a sustainable and vibrant business at the subject site, just as Applicant has done at its other facilities (including locally in Lyons, Illinois). Applicant's reoccupation will lead to increased tax revenue at a site which, for the time being and due to its vacancy, is only generating minimal real estate tax revenue.

ResinTech will boost local businesses by partnering with them for construction needs, raw materials, shipping needs, financial needs, or otherwise. Further, ResinTech is reoccupying an abandoned building and eradicating the potential negative effect that vacant, unoccupied buildings often have of spreading vacancy to neighboring businesses.

Village of Northbrook Class 6B Application

Per the Village's request, Applicant has provided the following information responsive to the Village's Incentive Application:

Economic & Fiscal Impacts of Business on the Community

1. *Provide the North American Industry Classification System (NAICS) code(s) for the business to occupy the subject property. Describe the potential for future growth of the business and of the industry the business is in.*

RESPONSE: NAICS code: 325613.

ResinTech is a water treatment company which has been serving the municipal, residential, and industrial market segments since 1986. The Company provides products and services used in industrial and residential end-markets and applications that are non-seasonal, non-cyclical and driven by favorable long-term demand factors. Steady increases in demand have been driven by increased regulatory mandates, increased demand for high purity water, a decreasing supply of quality drinking water and the need to meet EPA wastewater effluent guidelines. Ion exchange resins are a consumable component of water filtration and purification systems used in a variety of end markets including boilers, power plants, and various other clean water production applications. High purity water (similar to electricity) is a mission critical component in the operations of many businesses and is typically a mandatory, non-discretionary component of their operating budget. Ion exchange resins must consistently be replaced every 3-5 years therefore there is a continual demand. The combination of all these factors has created significant and increasing demand for ResinTech's products.

2. *If an existing business, provide information regarding the business' current operations, such as locations, size of current facilities, and number of current employees. Also explain why the business is relocating or expanding to Northbrook.*

RESPONSE: ResinTech is a family owned and operated business founded in 1986 and currently operates in New Jersey, Maryland, California, Illinois, Florida, and New Hampshire. In total, ResinTech owns and operates more than 500,000 square feet of manufacturing, production, and distribution space throughout North America. ResinTech also operates outside the US serving Europe, South America, Canada,

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and Asia through a dedicated team of sales personnel. ResinTech currently employs approximately 480 people (330 full-time and 150 part-time).

Over the past 10 years ResinTech has outgrown its facility in Lyons, Illinois, and is looking to expand its operations at the subject property in Northbrook. As described above, Applicant will occupy the subject property as its Midwest manufacturing hub while continuing its operations at the Lyons facility. The Midwest is a critical location in the water treatment market which makes Illinois a necessary and critical location for expansion of ResinTech's operation.

- 3. *Do any Northbrook businesses provide services or supplies to the business that will be locating on the subject property? If so, please list the businesses and describe the services/supplies they would provide?***

RESPONSE: ResinTech is not aware of any Northbrook businesses which currently provide supplies. However, they anticipate that if they move into the subject property, they will be sourcing numerous supplies and items from within the community.

- 4. *Does the business that will be locating on the subject property provide services or supplies to Northbrook businesses? If so, please list the businesses and describe the services/supplies that would be provided to them.***

RESPONSE: ResinTech is a major supplier of ion exchange resins to the Culligan International Company. To the extent any water treatment firms exist in Northbrook they likely have used or presently utilize ResinTech's products and services.

- 5. *Explain by how much the proposed construction of building additions or other significant improvements to the site would increase the assessed value of the property.***

RESPONSE: According to publicly available information on the Cook County Assessor's website, the property's most recent assessment (2022) reflected a reduction for partial occupancy. Therefore, merely by occupying the subject property, Applicant will be increasing the assessment.

As a reoccupation of abandoned property, Applicant must first address necessary repairs and improvements including: Installation of new roof, interior demolition of excess office space to increase industrial capabilities, solar panel installation to increase building efficiency, landscaping, and an overall facility cleanup. These immediate improvements will make the property more attractive to a tenant, thereby increasing the property's value and increasing the assessment. It is difficult to opine as to how much this will increase the subject property's assessment as it

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involves understanding the Assessor's methods of mass appraisal. Additionally, the subject property will be reassessed in 2025.

6. *Will the project require the Village to invest in public infrastructure improvements? If so, what percentage of the costs of those improvements will the business/developer contribute?*

RESPONSE: Applicant does not believe its occupation of the subject property will require the Village to invest in public infrastructure improvements.

7. *Will the project generate new local sales tax? If so, how much would be annually generated?*

RESPONSE: ResinTech is a business-to-business supplier and therefore will not generate new local sales tax from the sales of their products or services to other businesses. However it is very likely that ResinTech will be generate local sales tax from its purchase of products from various businesses. ResinTech plans to lease the additional 40% of the subject property to an industrial user. Said tenant may also be operating in a way which will generate new sales tax.

8. *Is the business a start-up company or an expansion of an existing Northbrook operation?*

RESPONSE: Neither. ResinTech has been operating since 1986. The occupation of the subject property would be an expansion of their existing operation in Lyons, Illinois.

Applicant has enclosed a company profile published in EDM Today's Summer 2021 issue, attached hereto as Exhibit B, which explains the nature of Applicant's business.

9. *Describe the business' history of contributing to its community through volunteer work, financial contributions or other means. If a new start-up business, please demonstrate the business' commitment to becoming involved in the community.*

RESPONSE: "Giving Back" is at the core of ResinTech's mission. Applicant has attached two articles which detail ResinTech's efforts to give back to the communities in which they work. See "ResinTech, Inc., Recognizing the Responsibility to Give Back," SJMagazine.net (February 2022), attached hereto as Exhibit C, and "Newsmaker Interview with Jeffrey Gottlieb," Water Technology (December 2013), attached hereto as Exhibit D.

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Applicant has also provided a brochure from the New Jersey Economic Development Authority highlighting the community benefits of ResinTech's Camden facility. See "*CCI Community Wins*" Brochure, attached hereto as Exhibit E.

Conditions of Existing Building/Site and Private Financial Contribution Compared to Public Assistance

10. If purchasing the property, provide documentation from the current property owners that they have made a reasonable effort to market the property, including a description of those efforts. Provide a chronological detail of those efforts.

RESPONSE: Applicant has requested this information from the Seller through the Seller's Broker but has not yet been provided with a response. Please note that the purchase contract has not yet been signed and therefore Seller is likely sensitive about providing such information to Applicant. Only Seller can credibly answer this question.

Applicant does however know that this property has been on the market for approximately 445 days and marketed by CBRE. According to Co-star Real Estate Services the current vacancy rate for North Cook County industrial properties is only 1.4%. Such a low vacancy rate combined with a long marketing period is evidence of this property's deficiencies.

11. Has the current owner of the subject property filed a vacancy appeal with the County within the last two years? If so, please provide a copy of the appeal and details of how the appeal has affected the assessed value of the property.

RESPONSE: Yes. Based on the information publicly available on both the Cook County Assessor and Cook County Board of Review's websites, the two year appeal history is as follows:

2022: Vacancy appeal filed at Cook County Assessor (Assessed value reduced from \$619,459 to \$527,538); Unknown as to whether or not a 2022 appeal was filed with the Board of Review. Applicant has requested this information from the Board of Review through the Freedom of Information Act but has not yet received a response.

2021: No appeal filed at the Cook County Assessor. While the Board of Review's website indicates that a 2021 appeal was filed there is no indication that appeal was based on vacancy. Nevertheless, the Board of Review did not grant any relief.

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12. Submit a tax impact table showing the projected property taxes that would be paid if the 6b is granted over the life of the 6b and the property taxes that would be paid if the property is reused without the 6b (A suggested format is available in a Microsoft Excel worksheet).

RESPONSE: See Real Estate Tax Impact Table, attached hereto as Exhibit G.

13. Submit copies of the property tax bill for the subject property for the past three years.

RESPONSE: Applicant has attached hereto as Exhibit H a copy of the only property tax bill currently available (2021 Second Installment Bill). Applicant has requested copies of the 2019 and 2020 Real Estate Tax Bills from the current property owner but has not yet received said bills.

14. Provide an explanation and documentation for why the site in question is difficult to lease or sell due to age, size, condition, or unique characteristics of the building.

RESPONSE: The Subject Property was built in 1978 and since that time has had little done in deferred maintenance, capital improvements, or overall modernization. The roof, docks, and parking lot are all in need of repair or replacement. The subject also has excessive office space which is not currently in-demand for industrial users. Said office space will need be remodeled for industrial use. Additionally, the subject property's 18' ceiling heights are considered obsolete in the current industrial market (32' ceiling heights preferred).

15. If purchasing the property, provide a copy of a certified appraisal of the property or other documentation demonstrating that the property's purchase price is not the reason for needing a Class 6b incentive.

RESPONSE: Applicant is not in possession of a recent appraisal. Applicant has detailed their reasons for needing the incentive in response to question number 19 of this application. It is Applicant's opinion that the subject purchase price is fair and reasonable for a property of this type. It is not the reason for needing the incentive.

16. Provide documentation indicating that deferred maintenance issues are not the reasons for needing the 6b incentive.

RESPONSE: While the 6b incentive will allow Applicant to repair deferred maintenance issues, it is not the reason for needing the 6b incentive. Applicant's plans for improvement of the subject property which includes renovation of excess office space, solar roof mount systems (also to provide a Community Solar benefit), and equipment purchases are only possible with the benefits of the incentive. The Subject's

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excessive office space, obsolete ceiling heights, and lack of solar capabilities are not issues of deferred maintenance (see answer to question #14).

17. Provide details regarding the amount of investment the applicant and the business planning to occupy the subject property plan to invest in the property.

RESPONSE: Applicant plans to make the following capital improvements:

Item	Estimated Cost
Roof replacement	\$240,000
Demolition/Renovation of Excess office space.	\$25,000
Interior Construction/Build Out	\$50,000
Dock Repairs	\$75,000
Landscaping	\$15,000
Solar Roof Mount System	\$700,000
TOTAL	\$1,105,000

18. What is the purchase price of the real property on the subject property? Provide support documentation, such as a copy of the purchase contract.

RESPONSE: See attached Letter of Intent to purchase the subject property for \$2,825,000, attached hereto as Exhibit F.

19. Submit a narrative and supporting documents indicating the need for the 6b incentive.

RESPONSE: Applicant's project, as described herein, is entirely contingent on their ability to make capital improvements to the property. Their ability to do so is contingent on realizing the financial benefit of the Incentive.

This project includes: the purchase of the subject property, purchase of machinery and equipment, purchase or lease of vehicles, improvements needed at the property, hiring of new employees, purchasing of insurance, among other expenses. In whole, the project requires a massive financial commitment which is likely to exceed the capital expenditures listed herein. Applicant needs the Incentive in order to make the full financial commitment. Without the incentive, **Applicant will not be able to move forward with the project as planned and will cancel their offer to purchase the property.** Applicant has outgrown its current space in Lyons, Illinois and is in need of additional local space. If the Applicant cannot purchase the subject property, **they will have no choice but to look for property in other nearby municipalities.**

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Applicant is dedicated to providing a sustainable and vibrant business at the subject site, just as Applicant has done at its other facilities (including locally in Lyons, Illinois). Applicant's reoccupation will lead to increased tax revenue at a site which, for the time being and due to its vacancy, is only generating minimal real estate tax revenue.

ResinTech will boost local businesses, by partnering with them for construction needs, raw materials, shipping needs, financial needs, or otherwise. Further, ResinTech is reoccupying an abandoned building and eradicating the potential negative effect that vacant, unoccupied buildings often have of spreading vacancy to neighboring businesses.

Quality Jobs to be Created

20. Provide the projected number of employees that will be located at the Northbrook facility and the average wage for those employees.

RESPONSE: Applicant projects that 5 to 6 employees will be located at the Northbrook facility at a wage of \$18.00 per hour.

21. Provide a break down between full-time, part-time, and seasonal employees at the Northbrook facility.

RESPONSE: Applicant anticipates there will be 5 to 6 full-time employees. There will be no part-time or seasonal employees.

22. Provide a breakdown between current employees, if any, that will transfer from the business' existing facilities and new employees from the local area.

RESPONSE: Approximately 3 employees will be transferred from the Lyons facility to the subject property and all additional employees will be hired from the local area.

23. Provide the projected total annual payroll for the Northbrook facility.

RESPONSE: Applicant estimates the Northbrook facility's total annual payroll will be approximately \$240,000.

Environmental Impact

24. Please describe if the business has implemented any of the recommendations of the CAP, including for example:

a. Comprehensive energy and resource efficiency programs, including green buildings (e.g. LEED certification, binding energy efficiency commitments, etc.)

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RESPONSE: Yes. Applicant's Camden, New Jersey, facilities are all LEED GOLD certified.

b. Comprehensive waste reduction, waste exchange, and recycling programs.

RESPONSE: Yes. All of applicant's facilities recycle where available and Applicant intends to install a baler at the Northbrook facility. Additionally, Applicant's ACM Technology business recycles ion exchange resins for reuse. In fact, the nature of Applicant's business it to reduce waste and water consumption to create a cleaner environment.

c. Products/services that expand markets for recycled materials.

RESPONSE: Applicant's Ion Exchange resins and Resin Regeneration services expand markets for recycled materials.

d. Development of renewable energy resources or products that conserve energy.

RESPONSE: ResinTech invests substantially in solar/green energy and operates more than 3.5 megawatts of solar energy systems across its New Jersey and Maryland properties. ResinTech plans to invest in a solar rooftop system on this facility which will be approximately 300kw with 51% to be designated for sale to Northbrook residents at a 10% discount.

Class 6b General Requirements & Standards

25. Does the proposal satisfy all applicable Cook County criteria for the approval of a Class 6b incentive?

RESPONSE: Yes.

26. Does the applicant agree to develop, operate, and maintain the Subject Property in compliance with all codes and ordinances of the Village of Northbrook?

RESPONSE: Yes.

27. Does the applicant acknowledge that the Village shall not renew a Class 6b incentive after the initial 12-year Class 6b assessment time period has expired?

RESPONSE: Yes.

28. Does the applicant agree to tie the property tax relief from the Class 6b classification to a specific business(es) locating and remaining on the subject property for length of the 12-year Class 6b assessment time period?

RESPONSE: Applicant plans to occupy a portion of the subject property as an extension of the ResinTech Lyons facility and plans to do so well past the duration of the 12-year incentive. Applicant also plans to occupy the remaining portion of the subject property with a well-established corporate tenant. As ResinTech expands its Northbrook operation it plans to occupy this additional space.

If ResinTech is unable to immediately secure a tenant for the additional space at the subject property then ResinTech will plan to immediately occupy the entire subject property.

29. Does the applicant agree that during the life of the Class 6b schedule, the applicant shall agree not to seek a property tax protest that would result in a property value less than the fair market value set by the Cook County Assessor's Office during the first year of the Class 6b schedule.

RESPONSE: Applicant has expressed concern over this requirement and has requested additional conversations with the Village on this item. While Applicant does not intend to seek relief which would undermine the Village's long term pecuniary interests, Applicant is also concerned about a complete forfeit of its rights to appeal a future assessment which is clearly erroneous. Applicant reserves the right to have good faith and productive conversations with the Village regarding this item.

30. The applicant must acknowledge that it must enter into an agreement with the Village setting the terms and conditions for the Village's support and consent to the Class 6b classification.

RESPONSE: Yes, subject to Applicant first reviewing the agreement in full and consulting with counsel, if necessary.

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Enclosed please find the exhibits referenced herein as well as a check in the amount of \$5,000 in satisfaction of the Village's application fee. We appreciate the Village's consideration of this request for a class 6(b) incentive. With Village approval, Applicant will close on the purchase of the subject property and immediately begin necessary improvements as laid out herein. Applicant looks forward to being a member of the Northbrook community.

Sincerely,



Kevin A. Griffin
Attorney at Law

Eugene L. Griffin & Associates, Ltd.
29 North Wacker Drive, Suite 650
Chicago, IL 60606
312-855-5012
kagriffin@griffinlaw.com

COOK COUNTY ASSESSOR
FRITZ KAEGI



COOK COUNTY ASSESSOR'S OFFICE
118 NORTH CLARK STREET, CHICAGO, IL 60602
PHONE: 312.443.7550 FAX: 312.603.6584
WWW.COOKCOUNTYASSESSOR.COM

CLASS 6B
ELIGIBILITY APPLICATION

Carefully review the Class 6B Eligibility Bulletin before completing this Application. For assistance, please contact the Assessor's Office, Development Incentives Department (312) 603-7529. This application, *a filing fee of \$500.00*, and supporting documentation (*except drawings and surveys*) must be filed as follows:

This application must be filed **PRIOR TO** the commencement of New Construction or **PRIOR TO** the commencement of Substantial Rehabilitation Activities or **PRIOR TO** the commencement of Reoccupation of Abandoned Property.

Applicant Information

3075-3085 Commercial Realty Associates, LLC
Name: d/b/a ResinTech, Inc. Telephone: (856) 768-1516
Company: ResinTech, Inc.
Address: 1801 Federal Street
City: Camden State: NJ Zip Code: 08105
Email: kgottlieb@resintech.com

Contact Person (if different than the Applicant)

Name: Kevin A. Griffin Telephone: (312) 855-5012
Company: Eugene L. Griffin & Associates, Ltd.
Address: 29 North Wacker Drive, Suite 650
City: Chicago State: IL Zip Code: 60606
Email: kagriffin@griffinlaw.com

Property Description (per PIN)

If you are applying for more than three different PINs, please submit the additional PIN information in an attachment.

Street Address: (1) 3075-3085 Commercial Avenue
Permanent Real Estate Index Number: 04-05-203-043
(2) _____
Permanent Real Estate Index Number: _____
(3) _____
Permanent Real Estate Index Number: _____
City: Northbrook State: IL Zip Code: 60062
Township: Northfield Existing Class: 5-93



Attach legal description, site dimensions and square footage and building dimensions and square footage.

Applicant has not yet closed on the property and is still in the process of gathering the legal description, site dimensions, and building dimensions. The site is approximately 1.75 acres and the building is approximately 39,000 square feet.

Identification of Person Having an Interest in the Property

Attach a complete list of all owners, developers, occupants and other interested parties (*including all beneficial owners of a land trust*) identified by names and addresses, and the nature and extent of their interest.

See attached.

Industrial Use

Attach a detail description of the precise nature and extent of the intended use of the subject property, specifying in the case of the multiple uses the relative percentages of each use. See attached cover letter.

Include copies of materials, which explain the occupant's business, including corporate letterhead, brochures, advertising material, leases, photographs, etc. See attached cover letter.

Employment Opportunities

How many construction jobs will be created as a result of this development? Approximately 10 to 16

How many new permanent full-time and part-time employees do you now employ in Cook County?

Full-time: 3 Part-time: 2

How many new permanent full-time jobs will be created by this proposed development? Approximately 5-6

How many new permanent full-time jobs will be created by this proposed development? Approximately 5-6

Nature of Development

Indicate nature of proposed development by checking the appropriate space:

- ☐ New Construction (**Read and Complete Section A**)
- ☐ Substantial Rehabilitation (**Read and Complete Section A**)
Incentive only applied to the market value attributable to the rehabilitation
- ☒ Occupation of Abandoned Property - No Special Circumstance
(**Read and Complete Section B**)
- ☐ Occupation of Abandoned Property - With Special Circumstance
(**Read and Complete Section C**)
- ☐ Occupation of Abandoned Property - (**CEERM Supplemental Application**)
(**Read and Complete Section C**)

SECTION A (NEW CONSTRUCTION/SUBSTANTIAL REHABILITATION)

If the proposed development consists of *New Construction* or *Substantial Rehabilitation*, provide the following information:

Estimated date of construction
commencement (*excluding demolition, if any*): _____

Estimated date of construction completion: _____

Attach copies of the following:

1. Specific description of the proposed *New Construction* or *Substantial Rehabilitation*
2. Current Plat of Survey for subject property
3. 1st floor plan or schematic drawings
4. Building permits, wrecking permits and occupancy permits (*including date of issuance*)
5. Complete description of the cost and extent of the *Substantial Rehabilitation* or *New Construction* (*including such items as contracts, itemized statements of all direct and indirect costs, contractor's affidavits, etc*)

SECTION B (ABANDONED PROPERTY WITH NO SPECIAL CIRCUMSTANCE)

If the proposed development consists of the reoccupation of abandoned property, purchased for value, complete (1) and (2) below:

1. Was the subject property vacant and unused for at least 12 continuous months prior to the purchase for value?

☒ YES ☐ NO

When and by whom was the subject property last occupied prior to the purchase for value?

The subject property was last occupied by Consumer Electronics Distributors, Inc. who abandoned the property in June 2022.

Attach copies of the following documents:

- (a) Sworn statements from person having personal knowledge attesting to the fact and the duration of vacancy and abandonment See attached.
- (b) Information (*such as statements of utility companies*) which demonstrate that the property was vacant and unused and indicate duration of such vacancy Applicant has requested this information from the seller but the seller has not yet provided said information. However, Applicant has attached a vacancy affidavit.
2. Application must be made to the Assessor prior to occupation:
- | | |
|--------------------------------------|---|
| Estimated date of reoccupation: | <u>Approximately January 1, 2024</u> |
| Date of Purchase: | <u>Undetermined at present; anticipated November or December 2023</u> |
| Name of purchaser: | <u>3075-3085 Commercial Realty Associates, LLC.</u> |
| Name of seller: | <u>Paulson Thariath- Living Trust & Avery Baron- Living Trust</u> |
| Relationship of purchaser to seller: | <u>None</u> |

Attach copies of the following documents:

- (a) Sale Contract
(b) Closing Statement
(c) Recorded Deed
(d) Assignment of Beneficial Interest
(e) Real Estate Transfer Declaration

None of the above requested documents are currently available as Applicant has not yet purchased the subject property. Applicant will supplement this answer once said documents are made available. See Letter of Intent to Purchase attached hereto.

SECTION C (SPECIAL CIRCUMSTANCES)

If the applicant is seeking special circumstances to establish that the property was abandoned for purposes of the Incentive where there was a **purchase for value**, but the period of *abandonment prior to purchase was less than 12 months*, complete section (1).

If the applicant is seeking special circumstances to establish that the property was abandoned for purposes of the Incentive where there was **no purchase for value**, but the period of **abandonment prior to the application 12 continuous months or greater**, complete section (2).

1. How long was the period of abandonment prior to the purchase for value? _____

When and by whom was the subject property last occupied prior to the purchase for value?

Attach copies of the following documents:

- (a) Sworn statements from persons having personal knowledge attesting to the fact and the duration of the vacancy and abandonment
- (b) Information (*such as statements of utility companies*) which demonstrate that the property was vacant and unused and indicate duration of vacancy
- (c) Include the finding of special circumstances supporting “abandonment” as determined by the municipality, or the County Board, if located in an unincorporated area. *Also include the ordinance or resolution from the Board of Commissioners of Cook County stating its approval for less than 12-month abandonment period.*

Application must be made to the Assessor prior to the commencement of reoccupation of the abandoned property.

Estimated date of Reoccupation: _____
Date of purchase: _____
Name of purchaser: _____
Name of seller: _____
Relationship of purchaser to seller: _____

Attach copies of the following documents:

- (a) Sale Contract
- (b) Closing Statement
- (c) Recorded Deed
- (d) Assignment of Beneficial Interest
- (e) Real Estate Transfer Declaration

2. How long has the subject property been unused?

- ☐ 12 or greater continuous months (*Eligible for Special Circumstance*)
- ☐ 3 continuous months and maintain/create 250 Employees (*Eligible for Special Circumstance under CEERM*) - **Complete CEERM Supplemental Application**
- ☐ **Not Eligible for Special Circumstance if No purchase and less than 12 continuous months vacant, or not a CEERM**

When and by whom was the subject property last occupied prior to the filing of this application?

Attach copies of the following documents:

- (a) Sworn statements from persons having personal knowledge attesting to the fact and the duration of the vacancy and abandonment
- (b) Information (*such as statements of utility companies*) which demonstrate that the property was vacant and unused and indicate duration of vacancy
- (c) Include the finding of special circumstances supporting "abandonment" as determined by the municipality, or the County Board, if located in an unincorporated area. Also include the ordinance or resolution from the Board of Commissioners of Cook County stating its approval for lack of a purchase for value.

Application must be made to Assessor prior to the commencement of reoccupation of the abandoned property.

Estimated date of reoccupation: _____

CEERM SUPPLEMENTAL APPLICATION

(This form will ONLY be utilized for applicants who specifically elect for CEERM)

This supplemental eligibility application is for properties that have been abandoned (due to special circumstances) where there has been no purchase for value and the buildings and other structures have been vacant and unused for at least three continuous months and applicant has provided sufficient documentation to establish that such applicant will create or maintain at least 250 jobs for employees at the subject location.

The CEERM Program shall be limited to the party who is the initial applicant of the Class 6B Incentive under the CEERM Program and the subject of the municipal Resolution or Ordinance.

Under the CEERM Program, qualifying industrial real estate would be eligible for the Class 6B level of assessment from the date of substantial re-occupancy of the abandoned property. Properties receiving Class 6B will be assessed at 10% of market value for the first 10 years, 15% in the 11th year and 20% in the 12th year. The terms of this program are Not Renewable.

I _____ applicant/representative hereby specifically elect to submit this **Supplemental Application** for the **CEERM** program.

Further affiant sayeth not.

Agent's Signature

Agent's Name & Title

Agent's Mailing Address

Agent's Telephone Number

Applicant's Name

Applicant's Mailing Address

Applicant's e-mail address

Subscribed and sworn before me this _____ day of _____, 20 _____

Signature of Notary Public

LOCAL APPROVAL

A certified copy of a resolution or ordinance from the municipality in which the real estate is located (*or the County Board, if the real estate is located in an unincorporated area*) should accompany this Application. *The ordinance or resolution must expressly state that the municipality supports and consents to this Class 6B Application and that it finds Class 6B necessary for development to occur on the subject property.* If a resolution is unavailable at the time the application is filed, a letter from the municipality or the County Board, as the case may be, stating that a resolution or ordinance supporting the incentive has been requested may be filed with this application instead. If the applicant is seeking to apply based on the reoccupation of abandoned property and will be seeking a finding of "special circumstances" from the municipality, in addition to obtaining a letter from the municipality confirming that a resolution or ordinance supporting the incentive has been requested, the applicant must file a letter from the County Board confirming that a resolution validating a municipal finding of special circumstances has been requested. If, at a later date, the municipality or the County Board denies the applicant's request for a resolution or ordinance, the applicant will be deemed ineligible for the Class 6B incentive, whether or not construction has begun. In all circumstances, the resolution must be submitted by the time the applicant files an "Incentive Appeal".

FINALIZING THE INCENTIVE PROCESS

In order to finalize the class change you will need to file an **Incentive Appeal** with supporting documentation (including **Proof of Occupancy**) in the year that the property has been substantially occupied. It is advised that you access our website (www.cookcountyassessor.com) to determine the allowable filing dates for such action.

When filing an appeal requesting an Incentive Class Change, a \$100.00 filing fee (made out to the Cook County Assessor) must be included. The property cannot receive Class 6B designation until you file an Incentive Appeal Form, AND this office grants reclassification for the parcel(s).

I, the undersigned, certify that I have read this Application and that the statements set forth in this Application and in the attachments hereto are true and correct, except as those matters stated to be on information and belief and as to such matters, the undersigned certifies that he/she believes the same to be true.

Kevin Griffin
Signature

Kevin Griffin
Print Name

08/21/2023
Date

Attorney for Applicant
Title

4/1/2022

Identification of Persons Having an Interest in the Property Attachment

If the Incentive is granted and the Applicant moves forward with the purchase of the subject property, the owners, developers, occupants and other interested parties are as follows:

Owners

- Jeffery H. Gottlieb
1801 Federal Street, Camden, NJ 08105
- Lawrence F. Gottlieb
1801 Federal Street, Camden, NJ 08105
- Gottlieb Family Realty Associate, LLC
1801 Federal Street, Camden, NJ 0815

Occupants

- ResinTech, Inc.
1801 Federal Street, Camden, NJ 08105
- ACM Technologies, Inc.
344 Granary Road, Forest Hill, MD 21050
- *Unidentified potential third tenant—see application*

State of Illinois)
County of Cook)

AFFIDAVIT

I, Paulson Tharntia, being first duly sworn on oath state as follows:

1. That I am a manager of 3075 Commercial, owner of the property located at 3075-3085 Commercial Avenue in Northbrook, Illinois (PIN: 04-05-203-043-0000);
2. That the prior occupant of the Subject Property was Consumer Electronics Distributors, Inc./Next Level Distribution;
3. That in June 2022, Consumer Electronics Distributors, Inc./Next Level Distribution vacated the Subject Property;
4. That since June 2022, Affiant has personal knowledge that the Subject Property has been continuously 100% vacant, unused and non-income producing.

Further Affiant sayeth not.

X [Signature]

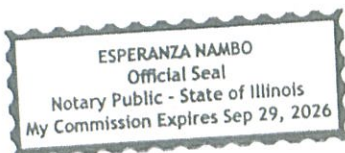
Date: 8-21-2023

SUBSCRIBED and SWORN TO BEFORE ME

This 21st day of August, 2023.

Esperanza Nambo

Notary Public



State of Illinois)
) SS
County of Cook)

AFFIDAVIT IN SUPPORT OF ECONOMIC DISCLOSURE

Affiant, Jeffrey Gottlieb, being first duly sworn on oath states as follows:

1. I am a manager and duly authorized agent of ResinTech, Inc. and I will be a manager and duly authorized agent of any and all assignee or subsidiary corporations which will be formed to purchase the property located at 3075-3085 Commercial Avenue in Northbrook, Illinois and identified by PIN 04-05-203-043-0000 (subject property).
2. An application has been made to the Village of Northbrook, and the Cook County Assessor, to obtain a Class 6b property tax incentive for the subject property.
3. Pursuant to the Economic Disclosure Statement requirements, I do not individually own any real estate located in Cook County.
4. ACM Realty Associates, LLC., a subsidiary of ResinTech, Inc., owns the following real estate, located in Cook County:
 - a. 8425 West 45th Street, Lyons, Illinois 60534
5. I am not aware of any other real estate, located in Cook County, which is owned by ResinTech, Inc. or any of its subsidiaries.

Further Affiant sayeth not.



Jeffrey Gottlieb, Manager of ResinTech, Inc.



Greetings
FROM
CAMDEN
★ NEW JERSEY ★

**A visit to the most
important company
you don't know.**



RESINTECH[®] INC.

INNOVATIONS IN ION EXCHANGE

When I was a little boy, I remember my mother using a filter filled with blue beads to purify tap water before she used it to fill her steam iron. Unbeknownst to me at the time, this was a deionizer, and the beads were ion exchange resins. Fast forward from the mid-fifties to 1975, when I bought my first Wire EDM, and suddenly I would again be acquainted with ion exchange resin. Deionized water is the most commonly utilized dielectric medium in Wire EDM, as well as Small Hole EDM, and plays a crucial part in the efficacy and reliability of the process. Deionizing resin makes that happen.

ResinTech is America's foremost producer of ion exchange deionizing resin. I recently traveled to Camden, New Jersey to visit their new facility, and I'd like to share their remarkable success story with you.



Let's Begin with Some History:

Michael Gottlieb, the company's founder, graduated from Newark College of Engineering (now known as NJIT - the New Jersey Institute of Technology) with a degree in chemical engineering in 1963. His first job in the deionizing resin business was with a company called Permutit. In 1965, he became the youngest senior consultant at Betts Laboratories. Later, he joined a company called Crystal Lab. (Coincidentally, this was the company that produced those blue crystal steam iron deionizers that my mother used.) In 1973, he took a position at Ionac, which was subsequently acquired by Sybron. In 1986, he decided to start his own business, importing ion exchange resins working out of his basement, and ResinTech was born. The timeline below tracks ResinTech's history and remarkable growth from that point in time.

1986 – Michael Gottlieb founds ResinTech in the basement of his home in Cherry Hill, NJ

1990 – Jeff Gottlieb, one of Mike's two sons, joins ResinTech

1991 – ResinTech moves from basement to a small building with a lab and pilot plant in Cherry Hill, NJ

1993 – Larry Gottlieb joins ResinTech

1999 – ACM Technologies entity formed in Wilmington, DE

1999 – ResinTech acquires Vaponics

2000 – ResinTech relocates to West Berlin, NJ and Aries Filterworks entity formed

2003 – ResinTech acquires Hydrocomponents

2005 – ResinTech acquires Aqua Wholesale, and expands distribution to Sarasota, FL

2007 – ACM plant constructed in Forest Hill, MD

2009 – ACM acquires Ameriwater

2010 – First 345Kw ground mount solar farm installed at NJ location

2011 – ACM/ResinTech facility opens in Lyons, IL

2013 – ResinTech opens new manufacturing facility in Gardena, CA

2015 – ResinTech acquires Atlantic Metal Craft

2017 – ACM opens West Coast facility in Gardena, CA

2021 – ResinTech constructs mega-campus in Camden, NJ



ResinTech Today

The ResinTech family of companies includes a number of entities:

ResinTech – Manufacturer of ion exchange resin, activated carbon and specialty media

Aries Filterworks - A residential and laboratory filtration solution and systems provider

ACM Technologies – A resource recovery service and systems provider

ResinTech Lab Services – A world class ion-exchange laboratory

VMX Technologies – An IT company providing technology based solutions and managed services

ActionPack – A sister company engaged in contract manufacturing, packaging and supply chain solutions

Aquawholesale – An OEM providing residential and commercial water treatment equipment

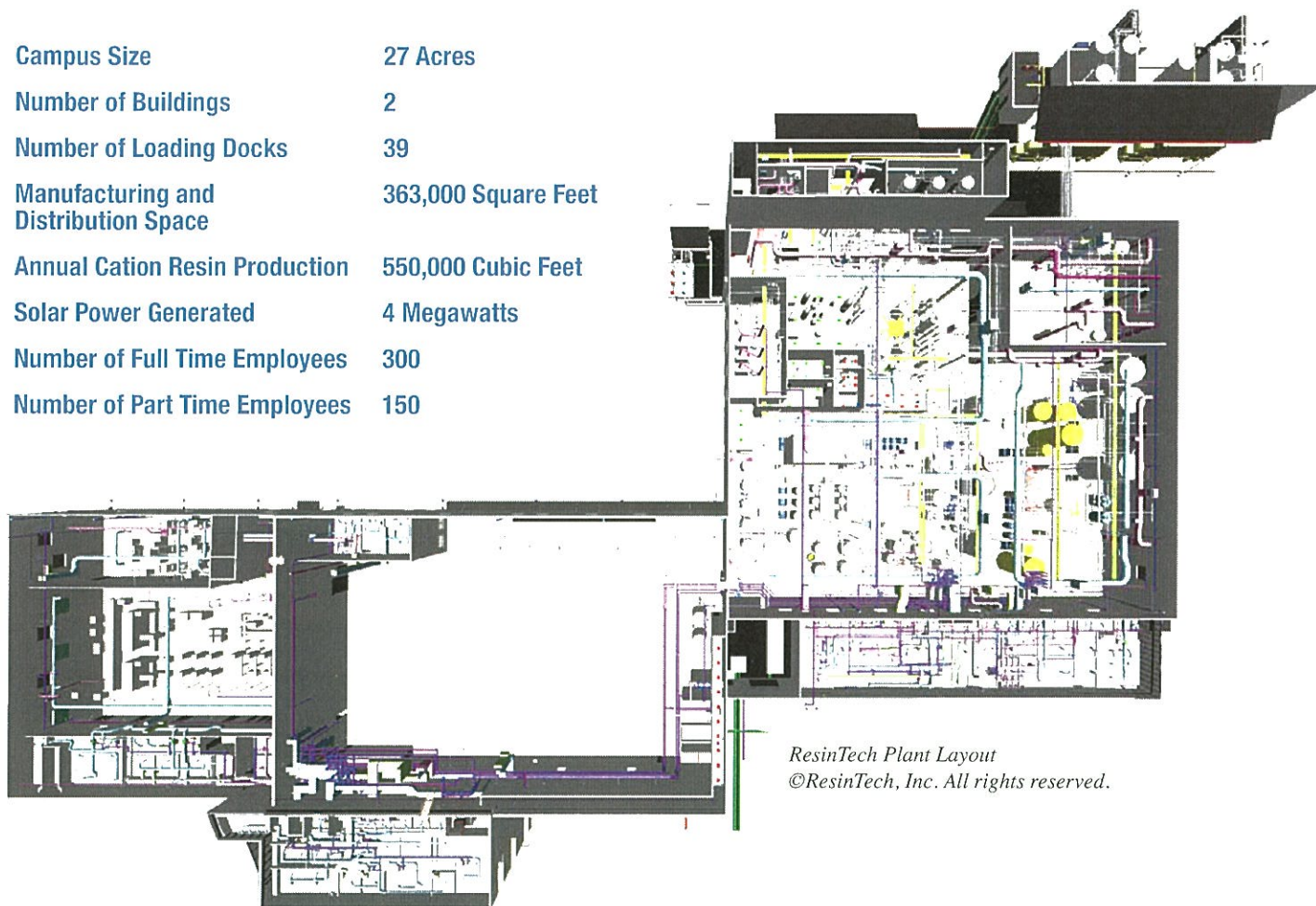
As deionizing resin and resin regeneration are most directly related to EDM, let's explore these operations in detail.

[Editor's note: The deionizing marketplace is a huge one, of which ion exchange resin for EDM is only a small portion. A few of the more notable industries that utilize ion exchange resin are: power generation, potable water treatment, water softening, pharmaceutical manufacturing, metal finishing and waste water treatment.]

ResinTech

First, some facts and figures about the brand new ResinTech campus:

Campus Size	27 Acres
Number of Buildings	2
Number of Loading Docks	39
Manufacturing and Distribution Space	363,000 Square Feet
Annual Cation Resin Production	550,000 Cubic Feet
Solar Power Generated	4 Megawatts
Number of Full Time Employees	300
Number of Part Time Employees	150

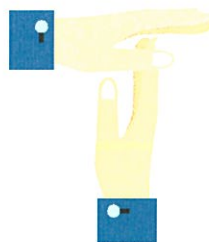


ResinTech Plant Layout
©ResinTech, Inc. All rights reserved.

This massive facility is the first new resin manufacturing plant constructed in the U.S. in over three decades and represents a 140 million dollar investment in a clean sheet design for maximum efficiency, safety and environmental compatibility. At peak capacity, this facility will efficiently produce well over a half-million cubic feet a year of DCE-free cation resin — 100% made in the USA. The plant has been designed for a 50% expansion with minimal investment.

An EDM Today Time Out is Called

A number of cation suppliers import the resin they sell from overseas, oftentimes reprocessing the imported resin to bring it up to American quality standards. With its new facility, ResinTech has taken the bold step to manufacture the cation resin in-house.



In addition, some resin manufacturers utilize the chemical DCE (ethylene dichloride) as a solvent in their resin manufacturing process. The EPA has found that long term exposure to DCE has the potential to cause liver, circulatory and nervous system damage if traces of the chemical are not removed from the resin.

ResinTech, when designing their new cation production facility, chose a production process that does not utilize DCE.

The Time Out has Expired



Jacketed reactor vessels control the extreme temperatures necessary to combine monomers into polymer, a precursor to functionalized ion exchange resin. ©ResinTech, Inc. All rights reserved.

The photo gallery that follows will give you a small glimpse of this remarkably complex, state-of-the-art resin production facility.



Glass-lined sulfonation tanks weighing over 30,000 pounds each help ResinTech turn virgin polymer into the company's newest flagship product — non-solvent, sodium form cation resin. ©ResinTech, Inc. All rights reserved.



ResinTech's resource recovery division (d/b/a ACM Technologies) regenerates much of the mixed bed resin used throughout the EDM industry. ©ResinTech, Inc. All rights reserved.



Nearly eighty vessels and over ten miles of pipe combine to make up ResinTech's cutting-edge factory in Camden, New Jersey. ©ResinTech, Inc. All rights reserved.



A cement mixer on steroids, ResinTech's "V blender" combines cation and anion resins at the ideal ratio to create thousands of cubic feet of mixed bed and other specialty medias. This is just one type of mixing utilized at ResinTech's new facility. ©ResinTech, Inc. All rights reserved.



A dozen human machine interfaces (HMIs) help automate production while allowing engineers to monitor operations from anywhere on the 70,000 ft² production floor. ©ResinTech, Inc. All rights reserved.

ResinTech Sustainable Manufacturing

ResinTech is dedicated to the environmental stewardship of its activities. The new ResinTech campus is a LEED® Silver certified facility, fueled by solar power. The total solar generating capacity of all ResinTech facilities and locations will soon reach a total of 4.6 megawatts. In addition, ResinTech's state-of-the-art wastewater treatment facility assures that no harmful discharges emanate from their facility.

ResinTech Lab Services



ResinTech's campus includes a world class, university level laboratory to support its manufacturing and research and development activities.

Laboratory capabilities include:

Standard Tests

Standard tests are those needed to determine if a resin is suitable for use. Standard tests are performed with resins in their "reference" ionic forms and are used to judge the resin's physical and chemical condition as well as a qualitative evaluation of any fouling that may be present.

- Total capacity
- Salt splitting capacity
- Moisture content
- Visual Inspection
- Percentage ratio
- Photography

Regenerated Resin Tests

Testing of regenerated resins is used to determine how well the customer's regeneration procedure is able to convert a resin into a specific ionic form. Regenerated resins may or may not include a health check.

Specialty Tests

Specialty tests are those used to troubleshoot a resin's performance, to identify specific foulants, to find out what if any cleaning procedures might be effective to remove contaminants, and to determine how a resin is likely to perform under a specific operating condition by means of bench scale column exhaustions and regenerations. Specialty tests generally take more time and effort and increase the cost of the analysis, therefore, they are not commonly performed unless there is a specific need to do so.

- Screen size distribution
- Organic extractables
- Friability
- Inorganic impurities
- Rinse requirement
- Kinetic tests
- Column capacity
- Oxidative stability
- Osmotic shock test
- Apparent density
- Void volume
- Specific gravity
- Identification of foulants
- Cleaning tests
- Ash analysis
- Percent volume change

ResinTech Social Responsibility

ResinTech is especially proud of the role they are playing in helping to revitalize the City of Camden. This community has struggled for well over a half-century. Their multi-million-dollar development project, along with similar investments from other recognizable brands like Subaru of America, Campbell's Soup, and American Water,

are helping to turn things around for this once great city.

In addition, ResinTech supports a number of local service organizations:

Cathedral Kitchen enrolls 60 students each year in its culinary and baking arts programs and provides graduates with job placement upon completion. CK also served over 100,000 nutritious, table-side meals (no soup lines) for impoverished residents of Camden last year.

The Boys & Girls Club of Camden County offers a wide range of youth programming designed to ensure that each child reaches his or her full potential as a productive, caring, and responsible citizen.

ACM Technologies

ACM (which stands for Anion Cation Mixed Bed) is the ResinTech company dedicated to regenerating deionizing resin. A national leader in this critical, environmentally responsible activity, ACM has production facilities located in the Northeast, Midwest and West coast. ACM, working through its authorized distributors, provides EDM'ers with the assurance that their exhausted resin will be efficiently and economically regenerated in such a manner that they will not have any future possible liability as a result of improper regeneration practice or waste disposal. One of the by-products of the regeneration process is the concentrated contaminants that have been removed from the resin in the form of filter cake. While some regenerators send this hazardous waste to secure landfills, ACM completely recycles the filter cake material, avoiding any landfill deposits.



Another EDM Today Time Out is Called

Most EDM'ers only concern themselves with the conductivity capabilities of regenerated resin. However, there is an additional measure of regenerated resin

quality that is equally as important: resin capacity. That is, how much ion load can the bottle/bag accept and still maintain the required conductivity. The resin capacity determines how long a resin bottle will last in specific application. ACM verifies the capacity of each regenerated batch and maintains traceability for each resin bottle.

Another factor that determines the life of deionizing resin in EDM applications is the anion-cation ratio in the mixed bed resin. ACM adjusts this ratio specifically for the EDM application.

The Time Out has Expired

The successful transfer and subsequent growth of a business enterprise from one generation to the other is a rare occurrence. The fact that ResinTech has prospered under its second generation leadership team is a tribute to the American entrepreneurial spirit and the business sense, technical expertise and dedication of this wonderful family.



The ResinTech family and leadership team L-R: Jeffrey Gottlieb, Michael Gottlieb, Lynne Gottlieb, Larry Gottlieb, Mike Warner

I'd like to take this opportunity to thank Jeffrey Gottlieb, Chief Executive Officer; Larry Gottlieb, President; Mike Warner, President Resource Recovery (ACM); and David Chesnick, Director of Global Marketing, for the gracious hospitality afforded to me during my visit to their remarkable facility.

ResinTech
www.resintech.com

ACM Technologies
www.acmix.com





ResinTech Inc.

Recognizing the responsibility to give back



FOR JEFFREY GOTTLIEB, CEO OF RESINTECH, giving back isn't something special a company does every now and then – it is part of their mission and something integral in what they look to do each and every day in the communities they serve.

ResinTech is a global leader in the manufacture and sales of water treatment products and services. In 2018, it made a strategic decision to build a \$140M headquarters, factory and distribution plant in Camden. ResinTech views its responsibility in moving to Camden to continue and expand upon Gottlieb's and ResinTech's long-standing tradition of regional community engagement and philanthropy. The company has contributed time and money to local Camden-based community projects and organizations big and small, such as nonprofits like Cathedral Kitchen, The Boys & Girls Club of

Camden County, UrbanPromise, The Kroc Center and its neighbors at Ablett Village, in an effort to play a role in Camden's continued revitalization.

Personally, Gottlieb has been involved in philanthropic giving in the South Jersey Jewish community for decades, chairing the JCC Pro Am, a golf event to raise money for Open Heart Open Doors, a program which serves the special needs community, and by serving in various roles within the Federation of Southern New Jersey, including as the president of the Katz Jewish Community Center.

"As for ResinTech, in the beginning,

our focus was solely on creating a thriving, sustainable, growing business," says Gottlieb. "Then, about 20 years ago, a long-time friend and mentor said to me, 'Jeffrey, you are very fortunate. God has blessed your family with health, success and a wonderful business. I think it's time you get involved in philanthropy and give back to help others.'"

This interaction was a wakeup call for Gottlieb. He started by giving various small donations to multiple local organizations.

"I didn't find this approach particularly rewarding," he says. "I didn't feel connected to these organizations where I was giving and supporting." This led him to seek a more active role within these organizations to attempt to make change from within.

That, he says, is when he really started to feel “directly connected to the impact and the outcome in making a positive difference.” He later realized that the more connected he felt, the more time and money he was happy to give to local projects, charities and organizations.

His family saw this change and got involved as well.

“My wife, Laura, became passionately involved with ‘Bookmates,’ an interfaith literacy program supporting low and middle-income youth,” Gottlieb says. “My brother Larry serves on the board of Jewish Federation’s Senior Housing as well as having served as president of Jewish Community Properties, the real estate arm of the Federation of Southern New Jersey. The desire to give back has become a part of who we are as a family.”

“Now, we have this unique opportunity to be an active part of Camden, which has so much rich history and so much potential,” he continues. “Our goal is to help make a lasting, meaningful, positive impact within Camden. It is going to take hard work, heart and dedication along with local investment, local business creation and living wage Camden-based jobs. ResinTech wants to be an integral part of that.”

ResinTech’s new headquarters, located in Cramer Hill, roughly a mile from the waterfront, was developed on more than 27 acres of land that was formerly littered with abandoned industrial buildings which had previously been used decades ago as an incinerator, cement factories, and even a junkyard. ResinTech removed and remediated decades worth of contamination that existed on the land.

“We’re extremely proud of having constructed more than 363,000 square feet of world class, new manufacturing in Cramer Hill,” says Gottlieb. “At last count, we have provided living wage jobs to well over 100 residents from Camden city, and that’s just the beginning.”

As he looks to the future, Gottlieb has high hopes and aspirations of developing the land adjacent to the ResinTech headquarters for a ResinTech warehouse expansion, including a 2 megawatt solar parking array as well as retail shops along the front of the property where local businesses that have Camden residents as workers can open and thrive.

One of the most exciting projects that has continued to shape and mold Gottlieb’s view of the upside potential for Camden is

“Our goal is to help make a lasting, meaningful, positive impact within Camden. It is going to take hard work, heart and dedication along with local investment, local business creation and living wage Camden-based jobs. ResinTech wants to be an integral part of that.”



Jeffrey, Mike and Larry Gottlieb

his committee work on helping to create a “Transformation Plan for Cramer Hill,” centered on the redevelopment of Ablett Village, a 306-unit public housing site. The ResinTech headquarters investment in Cramer Hill was used in the plan to show HUD that Cramer Hill had outside investment by businesses and could support additional housing investments.

“To play a small part and witness firsthand the residents of Ablett Village receiving a \$35 million federal grant from the Secretary of Housing and Urban Development to revitalize and rebuild their neighborhood was truly inspirational,” says Gottlieb.

Gottlieb tries to never lose sight of the fact that ResinTech is, at its core, a family business, he says.

“We never want to forget that there is a crucial, personal, human element to business, and that it is our responsibility as leaders of the company to maintain a positive work environment for our employees where they are provided with the time and resources and a culture of being able to help others in our community,” says Gottlieb. “As the company grows, our commitment grows with it.”

Over the holidays, ResinTech’s employees organized their 2nd annual food drive for Cathedral Kitchen. A team of employees went to The Boys and Girls Club and packed food for distribution to over 100 families and, together with ActionPak, the company ensured that each child living in Ablett Village

received toys or gift cards for the holiday. They are hopeful and committed that, as Covid-19 restrictions lessen, they can safely begin to re-engage in person with the community and significantly increase their employee in-person participation.

As ResinTech continues to expand its local involvement and charitable endeavors in Camden, they view it as a long-term investment in the community rather than a short term PR picture for the paper.

“The partnership of ResinTech with the community should not stop simply because the ribbon has been cut,” says Gottlieb. “The more involved we are in our surrounding community on an ongoing basis, the more successful that partnership is likely to be and the greater the dividend for everyone – for ourselves, for our employees, for our city and for the people of our community. We want to and will be part of the positive change happening in Camden.” ■

Water Technology® talks with ... **Jeffrey Gottlieb**

See how a leader in the water treatment industry makes time to give back.



► It's always great to hear of a company in the POU/POE water treatment industry doing something to give back outside of their everyday business. Jeffrey Gottlieb, executive vice president and CFO of ResinTech Inc., has participated in the Cherry Hill Bike MS: City to Shore Ride fundraiser for multiple sclerosis for several years with his family in New Jersey. This year was special for Gottlieb, however, because he participated with his son, nephew, brother and father, representing three generations of his family.

"My father, who founded ResinTech in 1986, was so excited about this event," says Gottlieb. "He had faced a difficult year after undergoing heart bypass surgery in August of 2012 followed by several months of recovery. This event was a personal goal that he always wanted to do with all of us."

In total, the team the Gottliebs participated with raised \$67,594.18, and their group of seven (including Jeffrey's brother's fiancé and her son) raised \$3,055. We caught up with Gottlieb after this year's Bike MS event to find out what the event is all about, why he keeps coming back every year and how it felt to participate with three generations of his family.

Water Technology: Can you provide some background on the Bike MS: City to Shore Ride?

Jeffrey Gottlieb: The MS 150 (now Bike MS) is organized by the National Multiple Sclerosis Society. The MS Society runs these riding events nationally. The event is a bike ride; not a race, but rather a tour. The rides can be as short as three miles to as long as 150 miles over two days. While some riders prefer the two day ride, we prefer the one day. Our ride is called the City to Shore: MS 150. We rode a total of about 80 miles. In order to participate in the ride, each person is required to raise a minimum of \$300 in sponsorships. In our case, the seven of us who rode together as a family group raised money for Team NFI (National Freight Industries). I, personally, have been participating

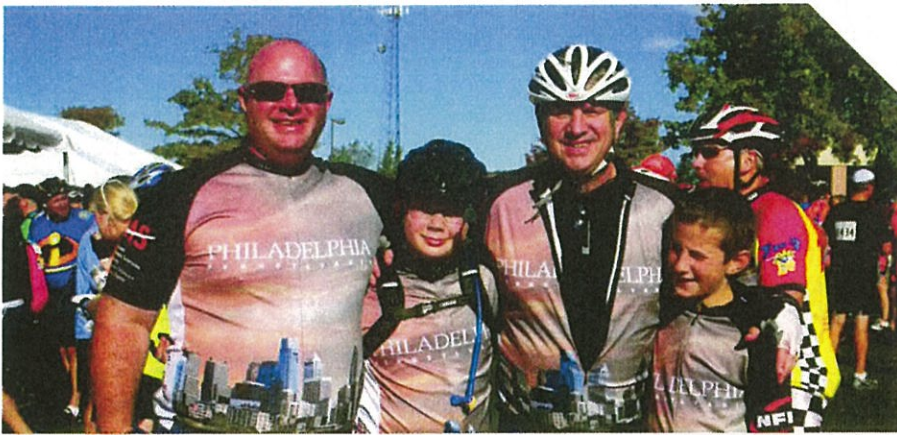
at some level in the event for the past 10 years. Some years I have raised upwards of \$5,000 while in other years I've just made the minimum contribution. In 2010, my son David raised \$1,500 and was recognized as a VIP by the MS Society.

WT: Why do you keep participating year after year in this event?

JG: It's for an important cause. Sadly, I have family and friends who are affected by this disease and to help raise awareness and money for a cure, we participate. I originally started riding with friends but then it became something I did with my oldest son, Stephen, who's now 19. Then the next year my son David, who is now 16, and my father rode while Jack (then 11) and I completed only the last 20 miles. My father moved to Florida a few years ago and became an avid rider, riding between 60 to 80 miles a week. This led to his hope that he could do the event with his youngest grandchildren, which are my son Jack, who's 12, and my brother Larry's son Brett, who's 13. He really wanted to finish



Jack (left), 12, and Brett Gottlieb, 13, rest at the first Bike MS rest stop, 20 miles into their ride. Both boys participated in the event as a Mitzvah project as part of their Bar Mitzvah year.



Larry (far left) and Jeffrey (second from right) Gottlieb stand with their sons Brett (second from left), 13, and Jack (far right), 12, at the Bike MS event.

the ride with them. We thought it would be very special if we did the ride with the kids and my dad as a group of three generations. It was a unique opportunity. My dad is 73 years old and not many men at 73 can actually ride a bike for 80 miles. Never knowing what the future holds, we thought it was a great opportunity for a great cause and a chance to spend qual-

ity time together now while everyone was able, willing and healthy.

WT: How did that feel to have all your family participating with three generations?

JG: It was great. It was a tremendous accomplishment. For my father to be there with his grandchildren and to watch them complete the full 80 miles on the bike was

just wonderful. He was and is so proud. Riding from just outside of Philadelphia to the Jersey Shore has its challenges. As you get closer to the shore, the winds pick up making the last 30 miles much more difficult. At the very end you're riding into a severe headwind and you've got to navigate two mammoth bridges — one is called the Ocean City-Longport Bridge, and the other the Ocean City Bridge. By the time you've done 75 miles on the bike and you get to the bridges facing a 10 to 20 mile per hour headwind, it's not easy. Many riders can't make it and opt to walk their bikes to the top. I think for the kids to be able to make it, and to be there with my dad, and for him to be able to make it, coupled with the excitement of crossing the finish line and ending up on the boardwalk in Ocean City, is a memory we will always cherish.

WT: Why is MS an important cause for you and
(Continued on page 18)

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(Continued from page 17)

your family?

JG: To complete the ride and help raise money for people affected by MS are the primary reasons we participate in the MS Ride. As a family we believe strongly in being charitable, both personally and professionally. We make a concentrated effort to support a variety of charities in Southern New Jersey. Both my brother and I serve on a number of local boards and invest our time, energy and resources and give back to the community as much as possible. We believe our commitment to helping others has played a large part in our success at ResinTech. As for "why this event," we chose it because it is a good cause and we were able to create a special family tradition while raising money. In addition, we are Jewish and both boys, Brett and Jack, are having Bar Mitzvahs this year. As part of becoming a Bar Mitzvah, which in the Jewish faith means becoming an adult,



The Gottlieb family team after finishing 80 miles for the Bike MS: City to Shore Ride. Back row, from left: Jeff Gottlieb, Mike Gottlieb, Kelly Wechsler (Larry's fiancé), Gavin Wechsler (Kelly's son), Larry Gottlieb; front row, from left: Jack Gottlieb, Brett Gottlieb.

there's a requirement that each child performs special projects known as Mitzvah projects. As part of doing something special for a good cause, the boys decided this would be a perfect event for them to participate.

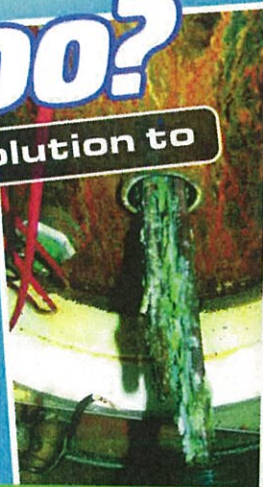


WT: Did ResinTech sponsor you in the event? How does this tie into your work?

JG: Yes, ResinTech sponsored all of us to ride. I don't see a direct connection to ResinTech, however, we believe it's important to set an example for our employees in giving back.

WT

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CCI Community Wins:

Camden

Through the **Community Collaborative Initiative (CCI)**, the New Jersey Economic Development Authority (NJEDA) and the New Jersey Department of Environmental Protection (NJDEP) are helping communities across New Jersey work on their environmental challenges, including **transforming vacant, contaminated properties into valuable new assets** that create jobs, introduce new recreation opportunities, and drive economic growth.

In Camden, CCI staff facilitated the revitalization of 27 acres of vacant, contaminated brownfield properties into **new world headquarters for ResinTech and ActionPak**. These projects, and planned expansions, will bring **more than 500 new jobs to Camden**, and the companies have committed to hiring from the local community.



These projects, and planned expansions, will bring **more than 500 new jobs to Camden**



BEFORE: Contaminated and Dangerous

Until June 2020, the abandoned lots the 27-acre plot of land that is now home to the ResinTech world headquarters and ActionPak manufacturing facility were **vacant and contaminated**. Contamination from the site's former use as a **WHAT IT WAS** put the surrounding community at risk, and the vacant site was an eyesore and notorious location for illicit activities.

Residents in the surrounding community had been seeking to have the site remediated and revitalized for years, but the costs of redeveloping a brownfield site and navigating the regulatory hurdles associated with that complex revitalization had made it difficult to find a business willing to step up to the challenge.





“ResinTech/ActionPak exemplify social corporate responsibility. From the companies' commitment to employing Camden residents to supporting community centered investments, these two entities rank among the best in the city.”

- Kris Kolluri | President and CEO,
Camden Community Partnership

AFTER: Clean and Green Job Creation

Thanks to financial support from the NJEDA and the CCI team's hands-on guidance throughout the regulatory process, the **former brownfield sites have been transformed** into two new world headquarters for resin manufacturing company ResinTech and packaging company ActionPak.

This is a huge economic and environmental win for Camden. Current plans for the new facilities will create 400 new jobs in Camden, and planned expansions will add another 200, for a total of **600 good-paying jobs in the city**. Many of these jobs do not require any previous experience, and the Camden CCI liaison is **working with PowerCorps Camden to place local residents in open positions**.

In addition to the economic benefits, **the project also advances important environmental equity measures in Camden.** Beyond simple brownfield remediation, **the new buildings are both LEED certified** and expected to receive DEP Environmental Stewardship Certification. The ResinTech facility also includes **solar power capable of generating 1 megawatt of clean energy**. The planned expansions will revitalize additional brownfield sites and meet the same environmental standards.



The ResinTech facility also includes **solar power capable of generating 1 megawatt of clean energy**



THE CCI IMPACT

This project would not have happened without the CCI. The NJEDA's award of tax incentives made the project economically feasible, and **CCI staff's hands-on work with ResinTech and ActionPak was critical to ensuring the project successfully navigated the regulatory process.** The CCI team worked cooperatively with the facility's site remediation and land development teams and the various NJDEP regulators to ensure that all permitting and environmental approvals for the project were completed efficiently and to connect Camden residents with new job opportunities the project created.





SENT VIA ELECTRONIC MAIL: sam.badger@cbre.com

Buyer Best & Final 7/10/23

Sam Badger
Senior Vice President
CBRE – Oakbrook, IL

RE: **Letter of Intent for Purchase 3075-3085 Commercial Ave, Northbrook, IL**
Dear Sam:

Please accept this letter for ResinTech or its designated assignee ("Purchaser") as a summary of the basic business terms for the purchase of the Property referenced above and it shall serve as the basis upon which a final real estate Purchase and Sale Agreement will be negotiated by both parties. The purchase of the Property shall be upon the following terms and conditions, which shall be incorporated into the Purchase and Sale Agreement:

- 1) **Property**: +/-39,093. At Closing, Purchaser will receive fee simple ownership, with special warranty deed, released of all liens and judgments, and quiet enjoyment of same.
- 2) **Seller**: **Paulson Thariath- Living Trust**

Avery Baron- Living Trust

- 3) **Purchase Price**: The Purchase Price for the Property shall be \$2,825,000
- 4) **Purchase Money Deposit**: Within three (3) businesses days of the execution of a Purchase and Sale Agreement, Purchaser shall deposit Seventy-five Thousand 00/100 Dollars (\$75,000.00) (the "Deposit") into a strict joint escrow account with a title company ("Title company"). In the event Purchaser terminates the Purchase and Sale Agreement prior to expiration of the Due Diligence Period (as hereinafter defined) the Deposit shall be fully refundable without further action required by Purchaser. The Deposit shall be applied to the Purchase Price at Closing.
- 5) **Due Diligence Period**: The Purchaser shall have forty-five (45) days from the date a Purchase and Sale Agreement is executed by Purchaser and Seller to complete any and all inspections Purchaser deems necessary for its evaluation of the Property (the "Due Diligence Period"). Within five (5) days of execution of the Purchase and Sale Agreement, Seller will deliver to Purchaser all reports and records in Seller's possession pertaining to the property to include: certificates of occupancy, ALTA survey, environmental reports, equipment warranties, copy of Seller's title insurance, easements, etc. that Purchaser may deem necessary to their evaluation of the Property. The Purchaser shall have full and immediate access to the Property during the



Due Diligence Period for its investigations and will immediately restore any damage caused by such investigations. If Purchaser, in Purchaser's absolute sole discretion, is not satisfied with its findings, Purchaser may terminate the Purchase and Sale Agreement with written notice to Seller at any time prior to the expiration of the Due Diligence Period, in which case the Deposit shall be returned to Purchaser without further action required. Such notice shall be deemed acceptable if received electronically.

- 6) **Closing:** The Closing shall occur no later than thirty (30) days after expiration of Due Diligence Period.
- 7) **Closing Costs:** The Seller will pay its own attorneys' fee, Grantors tax, brokerage fees, pro rata share of real estate tax, and any other expenses customarily paid by the Seller. The Purchaser will pay for its own attorneys' fees, title insurance, survey, recording fees, pro-rata share of real estate taxes, state and local transfer taxes and any other expenses customarily paid by the Purchaser.
- 8) **Title:** At Closing, Seller shall transfer title to Purchaser by Special Warranty Deed showing good and marketable title, free and clear of any and all encumbrances, liens, restrictions and easements, except for those approved in writing by Purchaser.
- 9) **Contract:** A Purchase and Sale Agreement to be provided by Seller, will be negotiated by the parties immediately after full execution of this Letter of Intent.
- 10) **Exclusivity:** During the term of this LOI, the term of the Purchase Agreement (if executed), and for so long thereafter as the parties continue to negotiate the Purchase Agreement, Seller and Seller's Broker shall remove the Property from the market and shall not solicit, entertain, accept, negotiate or otherwise pursue any offer for the sale, purchase, lease or ground lease of all or any portion of the Property. Seller and/or Seller's Broker will immediately notify Purchaser regarding any contact between Seller, Seller's Broker, or their respective representatives and any other person regarding any such offer. Seller and Purchaser agree that this Exclusivity section is a present, binding and enforceable agreement between the parties, effective upon the execution hereof by Seller and Purchaser.
- 11) **Brokerage Fees:** Each party represent and warrant to the other broker in the Agreement of Sale that neither has dealt with or engaged any broker, agent, realtor or finder in connection with the transaction contemplated other than CBRE and Jones Lang LaSalle Midwest, LLC ("The Brokers"). All brokerage commission with respect to the sale of the Property shall be paid by Seller. Brokerage fee to be further defined per separate agreement.
- 12) **Authority:** The individuals signing this Letter of Intent warrant that they have lawful authority to execute this agreement.

8/21/2023

Class 6B Tax Impact Table
ResinTech
PIN: 04-05-203-043

								Wihtout Class 6B		With Class 6B			
INCENTIVE YEAR	Tax Year		Estimated Market Value	2021 Tax Rate	2021 Equalization Factor	2021 Equalized Tax Rate	Estimated Assessed Value Without Incentive	Assessment Level	Estimated Tax Without Incentive	Estimated Value with Incentive	Assessment Level	Estimated Tax With Incentive	Building Square Feet
				8.431%	3.0027	25.3158%							
1	2024		\$2,477,836			25.3158%	\$619,459	25%	\$156,821	\$247,784	10%	\$62,728	39,093
2	2025		\$2,477,836			25.3158%	\$619,459	25%	\$156,821	\$247,784	10%	\$62,728	39,093
3	2026		\$2,477,836			25.3158%	\$619,459	25%	\$156,821	\$247,784	10%	\$62,728	39,093
4	2027		\$2,477,836			25.3158%	\$619,459	25%	\$156,821	\$247,784	10%	\$62,728	39,093
5	2028		\$2,477,836			25.3158%	\$619,459	25%	\$156,821	\$247,784	10%	\$62,728	39,093
6	2029		\$2,477,836			25.3158%	\$619,459	25%	\$156,821	\$247,784	10%	\$62,728	39,093
7	2030		\$2,477,836			25.3158%	\$619,459	25%	\$156,821	\$247,784	10%	\$62,728	39,093
8	2031		\$2,477,836			25.3158%	\$619,459	25%	\$156,821	\$247,784	10%	\$62,728	39,093
9	2032		\$2,477,836			25.3158%	\$619,459	25%	\$156,821	\$247,784	10%	\$62,728	39,093
10	2033		\$2,477,836			25.3158%	\$619,459	25%	\$156,821	\$247,784	10%	\$62,728	39,093
11	2034		\$2,477,836			25.3158%	\$619,459	25%	\$156,821	\$371,675	15%	\$94,092	39,093
12	2035		\$2,477,836			25.3158%	\$619,459	25%	\$156,821	\$495,567	20%	\$125,457	39,093
Totals									\$1,881,849			\$846,832	



TOTAL PAYMENT DUE

\$0.00

2021 Second Installment Property Tax Bill - Cook County Electronic Bill

By 09/01/2023

Property Index Number (PIN) Volume Code Tax Year (Payable In) Township Classification
 04-05-203-043-0000 131 25076 2021 (2022) NORTHFIELD 5-93

IF PAYING LATE,
PLEASE PAY09/02/2023 - 10/01/2023
\$0.0010/02/2023 - 11/01/2023
\$0.0011/02/2023 - 12/01/2023
\$0.00LATE INTEREST IS 1.5% PER
MONTH, BY STATE LAW

TAXING DISTRICT BREAKDOWN

Taxing Districts	2021 Tax	2021 Rate	2021 %	Pension	2020 Tax
MISCELLANEOUS TAXES					
Northwest Mosq Abatement Dist Wheeling	138.06	0.011	0.13%		134.74
Metro Water Reclamation Dist of Chicago	4,794.59	0.382	4.53%	527.15	5,093.10
Northbrook Park District	5,748.49	0.458	5.43%	276.12	5,753.32
Miscellaneous Taxes Total	10,681.14	0.851	10.09%		10,981.16
SCHOOL TAXES					
Oakton College Dist Skokie Des Plaines	3,162.93	0.252	2.99%		3,058.55
Glenbrook HS District 225 (Glenview)	28,993.48	2.310	27.40%	1,016.65	28,079.42
Northbrook School District 27	40,641.08	3.238	38.41%	1,204.92	39,693.84
School Taxes Total	72,797.49	5.800	68.80%		70,831.81
MUNICIPALITY/TOWNSHIP TAXES					
Northbrook Library Fund	4,317.64	0.344	4.08%	326.33	4,190.35
Village of Northbrook	10,354.81	0.825	9.79%	4,794.59	10,307.46
Road & Bridge Northfield	690.32	0.055	0.65%		660.22
General Assistance Northfield	100.41	0.008	0.09%		94.32
Town of Northfield	313.78	0.025	0.30%		296.42
Municipality/Township Taxes Total	15,776.96	1.257	14.91%		15,548.77
COOK COUNTY TAXES					
Cook County Forest Preserve District	727.97	0.058	0.69%	25.10	781.48
Consolidated Elections	238.47	0.019	0.23%		0.00
County of Cook	3,049.99	0.243	2.88%	1,104.51	3,664.89
Cook County Public Safety	1,644.22	0.131	1.55%		1,778.54
Cook County Health Facilities	903.69	0.072	0.85%		660.22
Cook County Taxes Total	6,564.34	0.523	6.20%		6,885.13
(Do not pay these totals)	105,819.93	8.431	100.00%		104,246.87

TAX CALCULATOR

2020 Assessed Value	418,000	2021 Total Tax Before Exemptions	105,819.93
		Homeowner's Exemption	.00
		Senior Citizen Exemption	.00
2021 Assessed Value	418,000	Senior Freeze Exemption	.00
2021 State Equalizer	X 3.0027		
2021 Equalized Assessed Value (EAV)	1,255,129	2021 Total Tax After Exemptions	105,819.93
2021 Local Tax Rate	X 8.431%	First Installment	57,335.78
2021 Total Tax Before Exemptions	105,819.93	Second Installment +	48,484.15
		Total 2021 Tax (Payable in 2022)	105,819.93

IMPORTANT MESSAGES

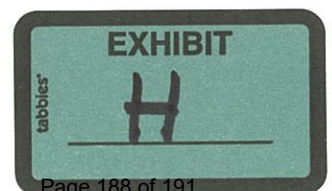
PROPERTY LOCATION

405 ACADEMY DR
NORTHBROOK IL 60062 2416

MAILING ADDRESS

PAULSON THARIATH
2825 WALTERS AVE
NORTHBROOK IL 600624368

*** Please see 2021 Second Installment Payment Coupon next page ***



Cook County Payment Coupon

CUT & INCLUDE WITH PAYMENT

<div>TOTAL PAYMENT DUE</div> <div>\$0.00</div> <div>By 09/01/2023</div> <div>If paying later, refer to amounts above.</div>		<div>IMPORTANT PAYMENT MESSAGES</div> <div>Cook County eBill</div> <div> Click to pay online Click to update Mailing Name/Address </div> <div>SN 0020210200 RTN 500001075 AN (see PIN) TC 008911</div>		<div> <div>T3LG</div> <div>Property Index Number (PIN)</div> <div>04-05-203-043-0000</div> <div>Volume</div> <div>131</div> </div> <div> <div>Amount Paid</div> <div> <div>\$</div> <div></div> </div> </div>	
Internal use only					

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BOARD FEEDBACK RESULTS FROM STAFF

Month/Year: 9/2023

Questions for Board of Trustees

- What made you want to join the library board? Do you think those motivations still drive your actions and decision-making? Why or why not?
- Can you describe what ways the library board has tried to build trust and/or connection with staff to this point?
- How do you balance the needs and desires of the community with staff's well-being when making decisions for the library? Do you prioritize one group over the other?
- How does the library board intend to promote and support the library's ongoing EDI work?

Feedback for Board of Trustees

- Staff wanted to express their appreciation for the support and trust the board has in staff. In the current political climate where some library boards are unsupportive and, sometimes, antagonistic to library staff, we are fortunate to have a board that trusts staff to do our work and also shows up for and represents the community in a thoughtful way.
- Staff recognize that the board had a different experience than staff did with The Blackberry Collection, and ultimately it was the board's decision whether or not we continue to work with TBC, however, the way the situation was handled made staff feel that their contributions and feedback during the TBC assessment were not valued or even acknowledged by the library board, leading to some of the distrust that staff is feeling.
- Staff would like to the library board to remember that we are individuals, not an amorphous group. The hierarchical structure of the library means that all the information that is passed between the library board and staff is funneled through the Executive Director. Without building rapport with staff as individuals, some of the context behind that information might be lost in that exchange. The hierarchy also means that there will always be some level of

distrust because of the amount of power the board holds. Building a rapport with staff and being open to feedback and potential criticism would go a long way to building trust.