



EVANSTON PUBLIC LIBRARY BOARD OF TRUSTEES

BOARD MEETING PACKET

WEDNESDAY, JUNE 21, 2017

6:30 P.M.

COMMUNITY MEETING ROOM

EVANSTON PUBLIC LIBRARY BOARD OF TRUSTEES

Wednesday, June 21, 2017

6:30 P.M.

Evanston Public Library, 1703 Orrington Avenue, Community Meeting Room

AGENDA

1. CALL TO ORDER / DECLARATION OF QUORUM

2. CITIZEN COMMENT

Not to exceed 15 minutes

3. CONSENT AGENDA

- A. Approval of Minutes of May 17, 2017 Regular Meeting
- B. Approval of Bills and Payroll

4. INFORMATION/COMMUNICATIONS

- A. Introduction of Pat Efiom, Equity and Empowerment Coordinator
- B. Introduction of new Assistant Library Director, Teri Campbell
- C. Robert Crown Branch Library Project Update

5. LIBRARY DIRECTOR'S REPORT

- A. Director's Report
- B. Evanston Public Library and Equity of Access, Diversity and Inclusion
(Discussion)

6. STAFF REPORTS

- A. Administrative Services Report
- B. Collection Development (Tim Longo and Betsy Bird)

7. BOARD REPORTS

- A. Development Committee (Margaret Lurie and Shawn Iles)

8. BOARD DEVELOPMENT

- A. ALA Annual Meeting in Chicago June 22- 27, 2017
<http://2017.alaannual.org/>
 - Nuts & Bolts for Trustees, Friends, and Foundations
 - Friday, June 23 9:30 AM - 4:00 PM
 - Location: Hilton Chicago, Waldorf Room
 - Public Library Trustees Discussion Group
 - Saturday, June 24 , 8:30 AM - 10:00 AM
 - Location: Hyatt Regency McCormick, Jackson Park/CC 10AB

9. UNFINISHED BUSINESS

10. NEW BUSINESS

- A. Honoring Mayor Tisdahl **(Action)**
- B. Honoring Alderman Holmes **(Action)**

- C. Election of Officers (**Action**)
- D. Appointment of Committee Members (**Action**)
- E. Review of Board Meeting Calendar
- F. Approval of MyMediaMall Governance(**Action**)
- G. Approval of Public Relations Consultant Agreement (**Action**)
- H. Approval of Communications planning, branded content development and integrated media relations Agreement (**Action**)
- I. Facilities Committee – Vending machine purchase (**Action**)
- J. Facilities Committee - Approval of Main Library Weatherproofing – Phases 2&3 Bid 17-29 (**Action**)
- K. Vanguard signature authority (**Action**)
- L. Project Management Agreement (**Action**)
- M. Freedom of Information Act Request Processing (**Discussion**)
- N. Closed Session - Review of Closed Session Minutes and Personnel

11. ADJOURNMENT

Next Meeting: July 20, 2016 at 6:30 pm

The City of Evanston and the Evanston Public Library are committed to ensuring accessibility for all citizens. If an accommodation is needed to participate in this meeting, please contact the Library at 847-448-8650 48 hours in advance of the meeting so that arrangements can be made for the accommodation if possible.



MEETING MINUTES
EVANSTON PUBLIC LIBRARY BOARD OF TRUSTEES
Wednesday, May 17, 2017

6:30 P.M.

Evanston Public Library, 1703 Orrington Avenue, Barbara Friedberg Room

Members Present: Tori Foreman, Adam Goodman, Shawn Iles, Margaret Lurie, Vaishali Patel, Benjamin Schapiro, Sandra Smith, Michael Tannen

Members Absent: Socorro Clarke

Staff: Laura Antolin, Jan Bojda, Isaiah Braithwaite, John Devaney, Karen Danczak Lyons, Renee Neumeier, Miguel Ruiz, Jill Schacter, Wynn Shawver, Jill Skwerski, Jessica Ticus

Citizens Present: David Guran, Newland Smith, Chris White, Patrick Gall, Mary Singh

Presiding Member: Michael Tannen, President

CALL TO ORDER/DECLARATION OF QUORUM - A quorum was present and President Tannen called the meeting to order at 6:34 pm. President Tannen opened by welcoming citizens present, stating his appreciation of their interest in learning about the mission of the Library and its commitment to equity and outreach to the whole community. He encouraged everyone to stay for the entire meeting to understand how equity is “baked into the DNA of the library” and to learn about the financial and administrative issues the Board deliberates. .

CITIZEN COMMENT David Guran, who has come before the Board on several occasions, shared his concerns about security at the Library. President Tannen asked him to send the Board a memo so these issues could be addressed. Newland Smith, retired theological librarian, urged the Library to move forward with a racial equity plan like the Episcopal Church is doing. Chris White spoke on behalf of Lesley Williams and encouraged the Board to revoke Ms. William’s suspension. Patrick Gall and his wife, both librarians in Skokie, thanked the Board for their role in making EPL more equitable and recommended an independent equity audit to validate what is already being done at EPL. Mary Singh did not comment.

CONSENT AGENDA

- A. Approval of the Minutes of April 19, 2017 Regular Meeting and Approval of Bills and Payroll** –Adam Goodman motioned to approve the minutes of the April Regular Meeting and the April Bills and Payroll. Ben Schapiro seconded and it was approved on a voice vote.

INFORMATION/COMMUNICATIONS

- A. Robert Crown Branch Library Update** – Library Director Karen Danczak Lyons reported that on May 1-2, she, President Tannen, the architects and a small group from the City of Evanston, went to Canada to visit four recreational and library facilities designed by Woodhouse and Tinucci and their Canadian partners. Discussions with staff at these community centers will help inform the design of the Robert Crown Community Center and Library. One immediate need identified is to increase the size of the library's multipurpose meeting space, bringing the total square footage of the library space from 5000 to 6000 square feet. The Library's commitment of \$2.5 million easily covers costs additional expenses. There is a stakeholders meeting scheduled for Thursday, May 18 for community members to view plans and give feedback. The Friends of Robert Crown received their 501 c 3 nonprofit status which allows them to receive gifts. Over \$7.5 million has been pledged to the project.
- B. Cradle to Career (C2C) Update** – Karen Danczak Lyons reported on the Library's continuing partnership with Cradle to Career. EPL continues working with them on program development, like the *Talk, Read, Sign* project. President Tannen reported on a meeting he attended hosted by C2C which explored the impact of "soft" and "hard" trauma on learning. A recent survey that shows that libraries and churches are "trusted organizations" that can play a big role as places families in trauma seek help and information. Miguel Ruiz reported that the language barrier often prevents families from finding free or low cost programs, something EPL is addressing by producing information in English and Spanish.
- C. Illinois Legislation Update** – Karen Danczak Lyons reported the Illinois Senate is promoting legislation that would bar law enforcement from entering state-supported schools or health facilities without a warrant looking for immigrants in the country illegally. The Illinois Library Association is lobbying to include libraries in the list of safe spaces.
- D. Administrative Services Update-** Karen Danczak Lyons reported that after interviewing five candidates, an offer was extended to superbly qualified candidate for the Assistant Director position.

STAFF REPORT**A. 2017 Summer Reading Project, Outreach and ABC Boosters Update:**

Renee Neumeier introduced Isaiah Braithwaite, a summer employee for the past three years through the Mayor's Youth Employment program. He talked about his role working in Children's and sharing his interest in reading. Jasmin Abraham is also returning this summer after her first year of college to help with the Summer Reading Program. Both Isaiah and Jasmin are part of a strategy that Director Karen Danczak Lyons employed while at Chicago Public Library to expose young people to library profession as a potential career. Renee Neumeier showcased the wide variety of summer programs for birth through adult cataloged in the 2017 Read by Design Summer Reading Program. Jill Schacter delivered 2500 program booklets, which is written in English and Spanish, to all the public and private elementary and middle schools, community centers and gathering spots around Evanston in an effort to market this free program. The Library is partnering with COE camps, YOU, YMCA, Ridgeville Park District and some church camps to integrate the Summer Reading Program into their summer activities. This year, the Library purchased 400 specially selected books that reflect a diversity of characters and authors from all walks of life, to be part of Diverse Book collection at YOU. Jill Skwerski launches the book bike on May 20, and will bring books to free lunch sites, community festivals and farmers markets throughout the summer.

Laura Antolin provided an update on the ABC Booster program that has been growing and evolving since 2012. In partnership with the Youth Job Center, with support from the Evanston Community Foundation, this unique program identifies rising kindergarteners who need extra support in early literacy skills, such as letter recognition, and social emotional skills, like sitting and listening. These children are partnered with a teen "booster" who is employed and trained by the Youth Job Center to work one-on-one for a five week period during the summer. The Library provides material support and training. In 2015 18 children and 9 teens were part of the program. This year, the plan is that 20 boosters will work with 89 children. While this significant program growth, District 65 has identified 180 pre-kindergarteners lacking early literacy skills. With additional funding, this program can continue to expand.

B. LIBRARY DIRECTOR'S REPORT-

- **A. Director's Report** - Karen Danczak Lyons attended the Illinois State Library Advisory Committee meeting on April 20th. The budget stalemate continues in Springfield and the Secretary of State's budget included a request to return the per capita grant levels to statutory levels President Tannen attended the Library All Staff meeting April 21st and talked about the Board's role in Library governance. The 39th Jo-Anne Hirshfield Poetry

Awards were held April 23rd. The Annual Donor and Volunteer Recognition Event was held at the Library on May 4th.

- **B. Evanston Public Library and Equity of Access, Diversity and Inclusion** – In response to public charges and suggestions that the Library is not equitable, President Tannen and Karen Danczak Lyons met with Rev. Dr. Patricia Efiom, the City’s Equity and Empowerment Coordinator, along with Mayor Tisdahl and Mayor Steve Hagerty, to discuss the depth and breadth of the Library’s programs and commitment to racial equity, inclusion and service to the entire community. President Tannen reinforced that the American Library Association’s stand on inclusion is embedded into everything the Evanston Public Library does. On May 12, President Tannen, Karen Danczak Lyons and Tori Foreman met with Reverend Dr. Michael Nabors and members of OPAL (Organization for Positive Action), who have been questioning the Library’s lack of staff diversity and commitment to equity and inclusion. In the meeting, personnel issues were put aside and the focus was on the program and services delivered by the Library. Board member Tori Foreman, a long time African American resident and ETHS teacher, spoke passionately about the good work done by the Library and recommended that Rev. Nabors come to the Library and see firsthand who is served. The meeting was productive and cleared the air. The Board collectively agreed that there is an issue of public perception. The Board remains open to questioning what can be done better or done differently. President Tannen asked Karen Danczak Lyons to investigate what other public libraries are doing in terms of equity audits. It is more common for public schools to conduct equity audits since they are designed evaluate outcomes based on use of resources. Libraries do not track outcomes due to patron privacy policies. The issue of creating a more diverse staff was discussed. One challenge is that nationally, only 5% of librarians are people of color. Asking applicants for open positions about their race, religion, ethnicity, gender, sexual orientation or other demographic information is illegal. Director Lyons is looking at additional ways to advertise open librarian positions. Recruiting from colleges with a higher percent of student of color is a tactic. The Library has committed scholarship funds to help staff to earn a Master of Library Science degree, the necessary credential for being a librarian. The Illinois Library Association has created a task force to look at issues of equity, diversity and inclusion. Director Lyons has appointed Miguel Ruiz to serve on this committee. Dr. Pat Efiom will be a guest at the June Board meeting. The Library is working with the YWCA on a racial equity workshop for all library staff. This first session was held in April, training will continue this fall.

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- **BOARD REPORTS**
- A. Development Committee** –Tabled until June meeting.

BOARD DEVELOPMENT Board members are invited to a meeting, *Assisting Evanston's Immigrant and Undocumented Community*, May 23, 4:30 – 6:30 at the Levy Senior Center.

NEW BUSINESS

- A. North Branch Renovation** – The Facilities Committee recommends moving forward with the final phase of repairs to the North Branch which will include repair of masonry, replacement of roof and gutters, replacement of the storefront and vestibule, installation of automatic doors, replacing rear windows and door, asbestos tile removal, and installation of new carpet. Tori Foreman motioned to approve the construction contract with Structures Construction LLC for the amount \$321,334. This expense is in the 2017 budget. Shawn Isles seconded the motion and it was approved by roll call vote. President Tannen voiced his concern that once again, the Evanston Public Library is paying for deferred maintenance on City of Evanston property, which diverts resources from Library programs and services this community needs and deserves.
- B. Main Library Emergency Generator Engineering** – The Facility Committee recommends approving the design contract with Clark-Dietz for a back-up generator for the Main Library. The Library serves as an emergency shelter site for the community and this is necessary equipment should the power grid go down in Evanston. Margaret Lurie motioned to approved, seconded by Ben Schapiro and approved on a roll call vote.
- C. Underground Garage Phase II-** the City Council will vote to approve a contract with Reliable & Associates Construction Company for \$198,000 to repair the Library garage floor and drainage system. The vote is slated for May 22 and funding comes from the City's budget.
- D. Nominating Committee Report-** the Nominating Committee presents the following slate to be voted on at the June meeting: Michael Tannen, President; Margaret Lurie, Vice President; Vaishali Patel, Secretary; Shawn lles and Benjamin Schapiro, Co-Treasurers.
- E. Extension of Jessica Jolly Contract** - Ben Schapiro motioned to extend Project Manager Jessica Jolly's contract for an additional month, seconded by Sandra Smith and approved by a roll call vote. Funds for this contract come from salary savings from the vacant Assistant Director position.
- F. Adjustment of the Agenda:** Ben Schapiro made a motion, seconded by Sandra Smith, to adjust the agenda and table Board Reports and Board Development until the June meeting due to the late hour. The motion was approved by voice vote.

ADJOURNMENT –Ben Schapiro motioned to adjourn the meeting at 8:44 pm, seconded by Sandra Smith and approved by voice vote.

Respectfully Submitted,

Vaishali Patel, Secretary

Next Meeting: Wednesday, June 21, 2017 at 6:30 pm Evanston Public Library, Barbara Friedberg Room.

DRAFT

Library Director's Report
May 17, 2017

Updates:

- In my role as a Committee member, I attended the Illinois State Library Advisory Committee meeting on April 20th. The budget stalemate continues in Springfield and the Secretary of State's budget request was submitted with a 0% overall increase but with a request to return the per capita grant levels to statutory levels. Today in Springfield (May 17) the State Library is convening a meeting to discuss a long term issue across Illinois – how to provide library service to the unserved residents of Illinois. As details of the deliberations become available, I will share the information.
- Our spring All Staff Day on April 21st featured a presentation from Board President Michael Tannen on Illinois Library law and the role of the Library Board. President Tannen also expressed the Board's support for the work of the Evanston Public Library staff and the important service every staff member provides every day.

I extend my thanks to Jill Skwerski whose work in 2016 lead us to partner with the YWCA on programming for our two 2017 All Staff Days. Presenting the first of a two part discussion on equity, Donique McIntosh and Eileen Heineman from the YWCA joined us to discuss "Knowing better is doing better?" The YWCA will return in October for our second All Staff Day. I have asked them to provide ways that we can continue our discussions with staff in the months until October.

- Hirshfield Poetry Award presentation – On Sunday, April 23rd we welcomed the winners of the Thirty-Ninth Annual Jo-Anne Hirshfield Memorial Poetry Awards to the main library. This year's Poetry judge Susan Moss was gracious, engaging and supportive of the poets. The winners read their work and were proud to read their poetry. My thanks to the Hirshfield family and to Jess Ticus and Lea Hernandez Solis who organized the contest, identified and engaged the poet and took care of all details to create another beautiful event for our guests.
- The annual Donor and Volunteer Reception held on May 4th featured the new Robert Crown Community Center and Library. I am certain that the Development Committee will have additional comments to share during their report at this meeting. I appreciate the hard work of our wonderful staff and the contributions of Jess Ticus, Lea Hernandez Solis, Wynn Shawver, John Devaney and the entire Facilities and Security team, Jan Bojda, Renee Neumeier, Kim Hegelund, Jeff Balch, Connie Heneghan, Justine Janis, Miguel Ruiz, Kate Kniffen, Barb Levie, Mary and Ken Kling, Marty Lyons, Jill Schacter and our entire Board.
- In the months ahead, you will begin to see a new approach to our monthly reports. We will draw attention to outcomes in addition to outputs and relate our work to the elements of our strategic plan in a direct manner that links our work to our expressed goals.

Assessments, metrics and initiative results:

Foot traffic:	March, 2017	April, 2017
Main:	34,402	41,249
North:	4,109	4,058
CAMS:	3,515	3,440
Total:	42,026	48,747

Website visits: March: 52,269 April: 44,632

Overall Computer/Internet Use – all locations: March: 4,787 April: 4,804

Wi-Fi usage: 25,171

Partnerships and collaborations:

- My thanks to Wynn Shawver for keeping us informed of the 4th of July parade plans. This year's theme for the Evanston 4th of July is "Evanston's Heroes are America's Heroes: Our First Responders". I invite members of our Board, their families and friends to participate. We plan to invite our security, and EPD and EFD staff that is connected to EPL to march at the front of EPL.
- On May 1st and 2nd, Board President Michael Tannen and I joined a group that toured four facilities designed and constructed by part of our Robert Crown Community Center and Library architectural team. It was a wonderful opportunity to speak with staff that operate the facilities and see how the adjacencies of program elements work. More information will be shared during our report on Robert Crown.
- On May 9th, Board President Michael Tannen, Latino Outreach Librarian Miguel Ruiz and I attended the Cradle to Career Community Dinner. Participants broke into small discussion groups that considered a variety of topics. My group discussed the topic "Every ETHS graduate should have a plan for next steps after graduation." We suggested that the student should draft different versions of their plan which could include college, vocational school, Community college and work. We suggested that the students, their parents and ETHS councilors should then meet and talk about the plan.
- On Friday, April 28th Staff, library volunteers and community partners participated in the annual Stand Against Racism in front of the main library and at the branches.
- ETHS Wi-Fi Hotspot update – Staff at ETHS has featured the availability of EPL Wi-Fi Hotspots at the high school. As a result, all 15 Hotspots have been checked out and we look forward to reviewing usage patterns during the remainder of the regular school year and over the summer.

Highlights from Children's Services from Jan Bojda and the team include:

Highlights:

The majority of the Youth Services Team attended our Staff Development Day. A special shout out to our Linda Balla who volunteers every year to help with the hospitality for the day along with Lea Hernandez-Solis and others from the library.

Grants!

Meyer submitted a RAILS grant in conjunction with Leora Siegel from the Botanic Garden for some nature learning materials and joint programming. We should know by next month if it is funded.

Thanks to Kim Kaufmann for receiving a NASA grant that will provide us with some Astronomy and Space programming kits and leading a team to plan and present the accompanying and required programs for our community. This was Kim's first grant writing experience so she is batting 1000.

Purple Crayon Players provides us with weekly story time and craft, The story time is done by NU kids; book selection & marketing by Meyer, Leigh Kennelly, and Andi Altenbach. This Month they also did a special teaser of their new Play Festival with the playwright in attendance. Photos are at the end of the report.

Battle of the Books has ended for another school year. Kennelly worked in changing back this special collection to the regular collection. Antolin and Kaufmann served as timekeepers at the district wide Battle.

Training and Professional Development:

Robin Sindelar applied for and was accepted for a unique learning opportunity as follows: Doors to the World offers professional development experiences and accessible resources that Pre-K to grade 3 educators can use to promote global literacy through critical engagement with culture as represented in children's literature. Through imagination books can become doors that allow children to be part of the world created by the text's words and images, expanding their view of the world and affirming, diversifying and recasting their social experiences within a global context.

Institute Overview:

This summer institute studies diversity and representation in global children's literature about and/or from China, Japan, and Korea. Participants will consider the histories and cultures of these nations to contextualize selected children's books. They also will engage in dialogue with children's book authors and illustrators, and children's literature, culture, and pedagogy specialists to design multimodal learning experiences offering opportunities for children to engage with the themes, words, and images of the books. The institute will culminate with teacher-designed mini-units to support classroom inquiry.

A collaboration among the Five College Schools Partnership, The Eric Carle Museum of Picture Book Art, Hampshire College, the University of Massachusetts Amherst (UMass Amherst) College of Education, the Five College Center for East Asian Studies, this project supports global understanding through literacy development, targeting Pre-K to Grade 3 children in U.S. classrooms.

All of Robin's costs for participation will be covered and it sounds as if she will be bringing valuable learning back to share and put into practice.

Antolin and Altenbach were both enrolled in the Library Journal Coding Program Workshop and worked together on homework for the course by developing a plan for a coding club they hope to start in the fall.

Andi writes, "The class did expose us to a good variety of library coding programs. I found it to be a little focused on things we are lucky to be less relevant at Evanston (in terms of dealing with your lack of resources, securing funding, etc.). But the presenters still were interesting in discussing their own challenges/strategies and the class came with long lists of resources that will be useful for implementing a program like this in the future."

Kennelly attended the Lincoln Story League on April 5 at Elmhurst Public Library and shared dog story time ideas.

Kennelly attended the Literary Salon about the Golden Books 65th anniversary presented by Laura Beltchenko on April 9.

Wilson and Kennelly attended Betsy Bird's 100 Best Books of 2017 committee on April 13 focused on Non Fiction

Bojda and Kennelly attended the lunch and learn "Using mindfulness to enhance work" session at Civic Center on April 19 lead by Joyce Marter

Kennelly attended town hall meeting lead by Patricia Efiom –about access to equity empowerment on April 19.

Group Visits:

Meyer presented her monthly Park School story time.

Two classes from Total Child visited on two occasions for story times. Wilson presented.

Outreach and Community Engagement:

Bojda, along with our NU Work-study, Kyndall staffed a table at the fifth ward STEMfest at Family Focus. More on Antolin's work on the Fest in her outreach report.

Kaufmann presented her monthly story time at Doorway to Learning

Wilson visited Total Child for story times on two occasions

Other Activities:

Wilson added five booklists to the website, updating our Illinois Children's choice awards. Here is a link to [Great 2016 Books for Kids Grades 4-8](#).

Highlights from Laura Antolin – Children's Outreach include:

Outreach/In-House Reach - Preschools:

Day Care Delivery Book Bags: 19: 15 Book Bags delivered to home providers; 4 Book Bags delivered to IWSE (2 to Baby Toddler Nursery; 2 to Teen Baby Nursery)

Baby Toddler Nursery story time: Total: 74 (60 children and 14 staff); 7 classes- infants, toddlers, preschoolers

Teen Baby Nursery story time: Total: 12 (8 children and 4 staff); 1 class – toddlers
The infants took a walk right when I arrived and came back with everyone asleep so I spent a fair amount of time with the toddlers, reading and singing. Both rooms received new Book Bags and I took back the ones from the month prior.

Learning & Growing story time: Total: cancelled
I brought materials to make butterflies (foam craft and chromatography) but we ended up cancelling this session because only one family showed up and they were 20 minutes late. The weather was rainy and that might have explained why no one came.

STEM at Doorway to Learning (Family Center): Total: 22 (16 kids, 6 staff)
This was the third of 4 STEM programs for 2 Doorway to Learning classrooms – the 2-3 year olds and the 15-23 months to align programming with the Head Start, PFA classes. The program was about blowing air and blowing bubbles. I brought straw rockets for the children to blow; tinted water drops on waxed paper to blow with fat and thin straws; and bubbles to blow and pop. This was a really successful program in both classrooms. All of the children participated in all of the activities and the teachers liked working with the materials. The kids were particularly interested in blowing the water on the paper – watching it move and join together with other droplets and also using their hands to move the droplets around. The older classroom loved the bubbles and using bubble wands. We didn't get to bubbles in the younger classroom but instead focused on the water droplets and the straw rockets.

Exploring STEAM w/Ms. Laura at JEH: Total: 15 (9 children, 5 adults, 1 staff)
To celebrate Week of the Young Child I presented a program on fluids and chemical reactions in the evening. The weather had been bad (lots of rain) and the program wasn't as well attended as the daytime ones have been but the families that came, were engaged. We had three different tables of activities: making slime (polymers); making "lava lamps" and making ooblek (non-Newtonian fluid). Everyone participated in each activity. Although there were recipes on

each table, not everyone followed them closely. I was impressed by the families and children who were intent on re-making their slime until it came out the consistency that they wanted.

The families made

- Slime using white glue, water, food coloring and borax. The kids did some of the measuring, most of the kneading and all of the coloring.
- Lava lamps using water, vegetable oil, food coloring and alka seltzer tablets. This was a really fun activity for everyone.
- Ooblek using cornstarch and water and food coloring. The consistency of this fluid is very different from everything else – it acts as both a liquid and a solid. The families spent a lot of time at this table and everyone took home their ooblek in a container.

PACT Activity at JEH: Total: 25 (13 children, 12 adults, 1 staff)

I read books about butterflies and plants, we sang songs and the families worked together to decorate craft foam butterflies and a “growing” flower craft. The families were all engaged in the activities.

Book Buddies at Reba Early Learning Center: Total: 80 (48 children, 6 staff, 26 NU students)

- We had 3 sessions of Book Buddies in April
- I bring 2 bags of books for use by the Book Buddies in the classroom; I read and sing with the children, they read with their NU Book Buddies and then do a craft.

Communityworks: Total: 252 board books

Leigh Kennelly selected board books from Scholastic Face and I delivered 84 board books to Home visitors at the Family Center, IWSE and Family Focus. This is part of our Communityworks grant.

Outreach/In-House Reach – School-Aged:

Fleetwood K-1st Afterschool: Total: 8 (8 kids)

The kids played with Squishy Circuits

Fleetwood 2nd-3rd Grade Afterschool: Total: 9 (9 kids)

By popular demand, the kids made slime.

Dawes Afterschool K-5th grade: Total: 28 (25 kids, 3 staff members)

I read two books and then the kids made straw rockets (pipettes, straws and paper) and butterflies. Some of the kids made butterfly rockets using the pipettes.

Washington Afterschool K-5th grade: **Total: 28 (25 kids, 2 staff members)**

I read two books and then the kids made straw rockets (pipettes, straws and paper) and butterflies. Some of the kids made butterfly rockets using the pipettes.

Robert Crown After School Adventures: **Total: 29 (25 kids, 4 staff members)**

I collected books but didn't check out any new ones to kids. We made "lava lamps".

K-Tours: **Total: 834 students; 142 books claimed;**

385 library cards

Park School is our last school and is scheduled for May 2.

D65 Refugee Re-registration: **Total: 10 interactions; 5 library cards**

Miguel and I manned a table during this event at D65. We made 5 library cards for refugee families but it was largely a health event for these families (registering for school and getting the appropriate shots) and there wasn't a lot of traction at our table.

5th Ward STEM Fest:

I was on the planning committee for the STEM Fest (K-5th grade) and did set-up and take down. I organized our booth in the hall (Jan and our work study student, Kyndal, manned the table) – we demonstrated our vinyl cutter, had a building challenge (cups, craft sticks and wooden cubes) and Squishy Circuits for kids to experiment with. I also ran two engineering sessions for K-1st grade – building an umbrella to keep a stuffed dog dry. It was a big success with at least 160 families in attendance. My sessions had 18 and 25 people (kids and adults) and were really innovative.

Y.O.U. Elementary School Book Check-outs

This month was a pick-up month – no checkouts of books, just collecting. We're working on finding missing titles.

Other/Connections:

Community Engagement Celebration at Northwestern University: Total: 325 (300+ students, 25 staff)

This event was hosted by Leadership and Community Engagement at Northwestern University. The partnerships listed below were asked to come and speak briefly together to primarily a student audience. The students were asked to answer the question, "How have I grown and changed as a result of my involvement in this partnership?" The community leaders were asked to answer the question, "How does your program/organization benefit from the partnership with Northwestern students?" Mary Kling and I came together. For me it was a great opportunity to highlight the importance and impact of Book Buddies and how essential our partnership is to making this program possible.

*Project Soar (Elise Roug and Kieara Reed)
Evanston Library / Delta Chi (Matthew Xu and Mary Kling)
Book Buddies (Caroline Spikner and Laura Antolin)*

Books and Breakfast (Kim Hammock and Anthony Pierce)
Allow Good (Karin Scott and Imani Wilson)
Gale School (Augustine Emuwa and Ben Levey / Maddie Rees)

IMLS STEMeX grant program:

Index Card Tower Engineering Challenge Total: 9 families (11 children)

We held our last STEMeX expert program, *Index Card Tower Engineering Challenge* on Saturday, April 11 at Levy Center from 10:00-11:30am. I asked Jill Schachter to help promote the program via D65 e-backpacks as well as in the newsletter, put out flyers, and also reached out to Kirby Callam and asked him to contact families. We had 9 families participating with 11 children.

This last iteration was particularly interesting – we had good space on the stage at Levy Center and decided that families could begin building as soon as they arrived and that the narrative and discussion would happen midway through the program. That seemed to work well – the kids spoke more and had more context for their comments as they were all already working on their projects. The building was the most interesting, as well, and there was a lot of interaction among the families.

I began working with Nicolas Prieto from Jugando con la ciencia on the next set of programs and invited him to come to this program to get a feel for what we were doing. He'll be offering a build a balloon powered car program in May and June (at Fleetwood and the Library).

EC2C Parent/Caregiver Empowerment Retreat:

We currently have 396 people signed up for text messages/emails! We had a 4 hour retreat to begin to work through Result Based Accountability which is a different way of thinking and approaching outcomes and measures in collective impact. It was a good use of our time and an interesting process to begin. All of the action teams will be meeting to do this work and then we will find where our work overlaps and possibly adjust the focus of our teams.

EC2C SEED Training:

I began the first of monthly 3-hour trainings for Seeking Educational Equity & Diversity. I'm looking forward to this work though I realize that it will be difficult work to do. The curriculum looks really impactful.

<http://nationalseedproject.org/>

YMCA Healthy Kids Day:

Total: 150 interactions

This is the third year I've had a table at this resource fair. I brought some activities for kids-making airplanes using straws and paper, making paper butterflies, coloring bookmarks- as well as about 180 books to give away and EPL bags. I interacted with a lot of families, gave away about 45 bags and 170 books and made one library card. I brought library information and talked with families about our programming.

Dia de los ninos/dia de los libros:

I felt that this program was a little less successful this year. Miguel and I worked together to decide on the craft and he secured the materials. I asked Abuelo Isidro and Manuel Aleman to be our storytellers (they both had done a good job at the Dia de los muertos program in October) and unfortunately, Manuel was about 20 minutes late. Once he arrived, he was a lively storyteller. The audience for that portion was relatively small – about 15 people. Miguel had planned to be part of this program but was called away to another program at the same time at St. Nick's so I ran the craft.

The craft was successful and pulled in families in the room (about 25 people) but the whole event was smaller than anticipated and didn't bring in many Latino families. This makes me question if this kind of programming is really what families are looking for and I think it would be worthwhile to investigate that further.

Collection:

- Selected and ordered graphic novels for Children's Room collection
- Received and put out on the floor 12 new comics for the *Read It Here Comic Collection*

PACT Activity: Flowers and Butterflies- JEH



PACT Activity: Flowers and Butterflies- JEH



Exploring STEAM w/Ms. Laura at JEH – Slime, Lava Lamps, Ooblek



Family Focus Afterschool – K-1st grade



Squishy Circuits

Family Focus Afterschool – K-1st grade



Squishy Circuits

Dawes Aftercare K-5 grade



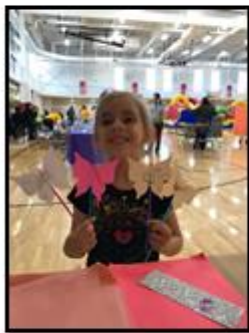
Straw rockets & butterflies

Washington Afterschool K-5th grade



Strew rockets & butterflies

YMCA Healthy Kids Resource Fair



YMCA Healthy Kids Resource Fair



YMCA Healthy Kids Resource Fair



YMCA Healthy Kids Resource Fair



Robert Crown After School Adventures



Mason Jer Leve Lamps

Robert Crown After School Adventures



Mason Jar Lava Lamps

STEMeX Engineering Challenge 4-8-17 (Iteration 3)



STEMeX Engineering Challenge 4-8-17 (Iteration 3)



STEMeX Engineering Challenge 4-8-17 (Iteration 3)



STEMeX Engineering Challenge 4-8-17 (Iteration 3)



Fifth Ward STEM Fest – Building an Umbrella to keep a Dog Dry



Fifth Ward STEM Fest – Building an Umbrella to keep a Dog Dry



Fifth Ward STEM Fest – Building an Umbrella to keep a Dog Dry



Fifth Ward STEM Fest – Building an Umbrella to keep a Dog Dry



Fifth Ward STEM Fest – EPL Booth in the main hall



Community Outreach highlights from Jill Skwerski includes:

Community Engagement efforts are growing and expanding as Miguel and Eduardo settle into their roles at EPL. Here is a summary of April activities:

- Miguel and I attended a Community Partnership Award luncheon hosted by Connections. We were surprised and honored by Connections with an invitation and recognition for, "our loyal support in addressing the needs of the most vulnerable in our community, we ask that you join us for lunch and shared admiration. Collaborations like ours are rare, and we look forward to taking time to honor our shared commitment and hard work." (Award in KDL's office.)
- On the topic of Connections, I was also asked to participate in their strategic planning process. As such, I've met with a member of their team to discuss ways in which our organizations partner and to shed light on possible future collaborations across our services. Currently, we host regular weekly visits from Connections Outreach Specialist, Tito Vazquez, who is available to anyone experiencing homelessness and seeking information about support.
- Along with the Evanston Vet Center and Northwest Compass, we were partners in a satellite food and book distribution for Vets. In total, 100 boxes of food were provided by Northwest Compass to any Vet or family member who expressed need. We had at least 2 library patrons who were recipients of this distribution.
- As noted by Eduardo, we will be stepping away from tech classes at Perlman as of the end of May due to no attendance. We will pilot a 3 month tech class schedule at the Vet Center on Monday mornings. The pilot will run June 5 through August 28 and is open to any Vet or family member in need of basic computer instruction.
- Work continues with regard to Livability as we plan library involvement in experiential pop-ups, data collection and with the grandparent connection group. Look for EPL participation in the pop-ups at the following events in the coming months: Farmers Market(s), Custer Street Fair, World Arts and Music Fest, Bike the Ridge, and CommUNITY Picnic.

From Miguel Ruiz, here are highlights from Latino Engagement:

April efforts were directed towards continuing our outreach efforts to Latina/o families through the D65 school districts. Additionally, it focused on organizing and planning May events.

- The Evanston Public Library hosted the newly formed Latinx Business Alliance in our meeting space. Members were introduced to the Library, as we continued our partnership with the City and Latina/o businesses to support their efforts.
- I visited Willard Elementary School on April 10th for a 4 hour outreach event, where I conducted Storytime for all TWI classrooms, reaching 60+ students. During the event, we actively engaged the students in Spanish reading, and informed them about the benefits of visiting the library.
- At the request of our Technology Trainer, I visited the D65/EPL Spanish language technology class to introduce myself, as well as library services. We received insightful feedback regarding library services and how to communicate programming and services to participants.
- Along with Laura Antolin, I participated in the D65 Refugee/Immigrant Re-Registration event. We reached 30+ community members and registered 5 new library cards.
- I met with Cradle to Career staff as a formal introduction to my role, and officially registered to be a member of their SEED cohort; an 8 month cohort with Evanston community leaders to discuss issues of identity, equity, and diversity.
- I attended the D65 All-Librarian April meeting to introduce myself to our counterparts in the school district.
- I attended the DPOE Immigration Policy forum at St. Nicholas Church, where a panel including our newly elected Mayor Steve Hagerty and Cook County Commissioner Larry Suffredin, discussed the state of our city and county regarding immigration.

From Eduardo:

Perlman:

- In the month of April we saw a zero percent attendance at Perlman, despite efforts of engaging with residents and distributing flyers to each and every home.
- Effective June 1st Jill and I have decided that it would be in the best interest of the program to take a break for the summer at Perlman and shift our focus to other facilities that may require our services. If an interest in the Computer Classes resurfaces at Perlman we will look into possibly bringing it back for the fall.

Blake:

- Microsoft Word (Letters, Flyers, Greeting Cards)
- Computer Basics
- Using Android and Apple phones
- Online Shopping
- Paying Bills
 - We continued to see our regular group of 6 residents with the addition of two new members that joined the class
 - We continued to work on the basics from the month of March to help patrons improve on the fundamental skills of using the computer

- I spoke with the patrons about the Youth Tech Corps organization that donates refurbished desktops to residents of Evanston who may need one. We have received interest from 5 residents and we are waiting to hear back from the Youth Tech team.

Primm:

- Searching and Applying for Jobs
- Transferring Files from SD card to Computer
- Gmail
 - We continue to see the same 2 students attend the class every week. We managed to have 2 new students show up during the last week of April. After explaining the program to them and helping them start with computers, they showed interest in the class and we expect to see them for the upcoming month of April.
 - I also spoke to residents about the Youth Tech Corps organization and received interest from 2 students.
 - I was invited on April 28th to Primm Towers “Meet and Greet” event to meet the new residents of the housing community. I spoke to everyone about myself, the program and all other services offered by the Evanston Public Library. I printed out flyers of the Computer Classes taught at Primm Towers and Jill Skwerski brought flyers of all other services provided by the Library to distribute amongst everyone at the event.

Teen services highlights from Renee Neumeier include:

Summer Reading:

- Our summer reading booklets were translated into Spanish and sent to the printer, 11,000 copies were ordered. Like last year they will be distributed at the schools both private and public in Evanston. Jill Schacter coordinated the proofing and printing process. We were really impressed with the work of Fish Eye, the new printing and graphic design firm we’re working with.
- Training has been set up for all EPL staff to learn how to use our new summer reading platform, Read Squared. Read Squared staff will be leading several webinars for staff.
- The reading log was designed, revised and sent to print.
- Banners and stickers were designed and sent to print
- The books for the Everybody Reads collections that will be donated to Y.O.U. have been purchased.
- Received grant from Rotary to support summer reading

Teen Services Highlights:

- The teen services team welcomed Julia Pyatetsky on board as our new full time teen librarian. Julia has already jumped and has been offering programming ideas and

suggestions. Julia has gotten circulation training, an adult services orientation, Wordpress training and is scheduled to attend Beyond Diversity training in May.

- Kevin Kelley was accepted to U of I Graduate School and will be pursuing his MLIS this fall.
- Renee Neumeier had presentation proposal accepted for ILA. She will be presenting on middle school and public library partnerships with Kefira Phillipe (Nichols), Amy Odwarka (Haven) and Tracy Hubbard (Bessie Rhodes)
- Julia Pyatetsky had a presentation proposal accepted for ILA focusing on the importance of including diverse titles when book talking even if your community is lacking diversity.
- National Science Foundation preproposal with CIERA (NU) was accepted and we are now working on a full proposal with NU taking the lead. We are very excited about being involved with this program about the training we'll received that will allow us to provide more in depth STEM programming to groups underrepresented in STEM fields.

Programming:

Teen Advisory Board:

Justine Janis, our social worker, came by our April meeting and great with the teens. Justine met with the teens to talk about what she does and can and to listen about issues they're concerned about. Justine talked with them about school, possible peace circles that we could do in the Loft and support groups that could help them with they're stress level.

Community Engagement and Outreach:

Gender/Sexuality Alliance:

Kevin Kelley has been working on starting a Gender and Sexuality Alliance at EPL for teens. We are going to kick off this new group with a Pride Party in June and then two meetings a month through the rest of the year. Kevin has been reaching out to existing GSA groups in Evanston. He has met with the groups at Haven and King Arts so far and is scheduled to meet with ETHS and also with Y.O.U.

During his school visits Kevin asked students what the process of starting a GSA looked like at their school, what they wished to accomplish at their home GSA's, and what they would ideally want their public library GSA to look like. The students seemed VERY excited at the idea of having a library GSA, they all expressed interest in coming, and they all seemed very interested in two of the three functional types of GSAs there are.

- Social – They seemed most interested in meeting kids from other schools that were like them, and they wanted the loft to act as an epicenter for connection in that way.

- Activism – The kids also wanted to use the library GSA to do activism around town. They expressed interest in hosting a booth at the Race Against Hate. They also wanted to host an actual Evanston Youth Pride parade in the future.

The social worker at Haven Middle School connected Kevin also connected me with Dawn Ravine (Sexuality Education Manager at Y.O.U), Nat Duran (Youth Engagement Manager at Illinois Safe Schools Alliance) and Sarah Davis (Outreach coordinator at North Shore Response Center). Kevin is in the process of setting up meetings with all three of them.

Renee Neumeier/YA Services Supervisor's Personal Report:

Programming:

- Got all supplies together for programming at main and branches
- Put instructions together for programming at main and branches
- Helped to plan and lead homeschool Tuesday sessions

Community Engagement:

ETHS:

- Working with Traci Brown Powell to run some summer sessions of her ETHS book group at the Loft or at other community locations. Looking at best days, times and titles for students interested
- Provided books for Women's Empowerment Conference
- Working with reading specialist on helping plan and provide books for ETHS freshmen read of The Drowned City.

D65:

- Continue to work on developing curriculum for summer camp with D65 math coach Kelly Rooney. Have students signed up from Chute Middle School, several from the ELL program
- Have summer reading book talks scheduled at 4 of the 5 middle schools, also have them scheduled at ETHS
- Recommended summer reading list completed
- Finished reading all of the titles on the D65/EPL summer reading list around 25 titles
- Park school visited twice
- Prepared book talks and padlet for Haven LA teacher presentation

Y.O.U.

- Scheduled regular visits with Y.O.U. middle school groups, Wednesday teen services staff will present programming there and Fridays they may bring students to EPL

Family Focus:

- In discussion to bring a literacy based program there on Tuesdays during the summer

EvanSTEM:

- 5th Ward STEM fest was a huge success, Laura Antolin represented EPL
- Began discussing possibility of having a STEM conference for teachers and out of school providers who have attended EvanSTEM's STEM PDs and what to share their work. EPL may host.
- Chicago Botanic Garden met with providers shared the different programs and services they provide, very impressive hoping we can partner with them in the future

Summer Reading:

- Worked on proofing booklet, deciding how to distribute
- Met about reading log design
- Setup trainings for the back end for staff with Read Squared Staff

Restructuring:

- Rolled our new public desk form, overall there haven't been any issues, some staff were concerned about the number of questions, but have adapted
- Rolled out the task summary form for staff, overall no issues, looking forward to seeing what the data looks like

Professional Development:

- Helped facilitate Tinker meetings at Schaumburg Public Library, this meeting focused on science programming, I invite staff from NU's Science In Society Research Center to talk about high quality science programming the NGSS and student driven learning
- I submitted two proposals to PLA one focused on community engagement for teen services and one focused on taking STEM programming to the next level by aligning them to NGSS standards and making the student driven/inquiry based

Neighborhood Services highlights from Connie Heneghan include:

PROGRAMS

Nursery Rhymes

A mother and daughter sing nursery rhymes as part of our early literacy effort in April to remind parents of the importance of singing and particularly singing nursery rhymes to their young children.



Senior Spelling Bee

The 2017 Senior Spelling Bee took place at Gibbs Morrison. Gary Wisby and Lewis Koppel will represent Evanston at the Regional Spelling Bee on June 16th at the Levy Center. C Heneghan was the timekeeper.



Word Salad Although it was a small group, for poetry month, participants created brief poems like individual salads adding to the nouns, verbs, adjectives and adverbs selected from salad bowls to create a word salad.



The **flying monkey** played with his **ball happily**.

Hilarious mountain pig **thankfully** **y** **thinks** **teachers** are **fantastic!!!**

Sleep in an **oddly** shaped **tent** on a **gentle**

The **alligator** **r** **curiously** and **peacefully** walked in the forest to **eat**.

The **antelope** **imagined** a **witch** **laughing** **angrily**.

The **amazing, wonderful, terrific,** and **awesome** Cubs are going to win!



The **charming** **g** **librarian** **opens** books and minds **effortlessly**.

The **incredible** **movie** made me **laugh** but I still **talked** **merrily** through it all.

The **brilliant** **cat** ran to the **beach** to **wash** herself.

Other programs included Birds, Birds, Birds with Josh Engel at both branches, two new participants in the CAMS book group led by Bridget Petrites, and Don Quixote with Nancy Engel at North Branch.

C Heneghan brought books to the Foster Senior Group three Wednesdays in April

Recommendations

Stella Bain (Fiction Shrev.A) Barb L
Hillbilly Elegy (305.562 Vance.J) Barb L
The Girl You Left Behind (Fiction Moyes.J) Barb L
Consequences (Fiction Livel.P) Nancy E
The Expatriats (Fiction Lee.J) Nancy E
Taking Flight (YA B Depri.M Depri.M) Nancy E
Instructions for the End of the World (electronic collection)

Staff Changes

We are sad to say that we will be losing two valued staff members: **Ariel Erbacher** who will be completing her MLIS and joining the Cornell Law School Library staff in Ithaca, New York, and **Aaron Kinsky** who will be attending graduate school at Marquette University in Milwaukee in their History MA program. Both are branch clerks.

Adult Services highlights from Heather Norborg include:

In addition to continuing to manage our popular Free Book Distribution program (Jeff Balch), Books on Wheels program (Julie Rand), test proctoring program (Deb Winarski), answering over 2000 patron reference, readers advisory and technology questions, selecting materials for the collection and writing blog posts and reviews, in April, Adult Services staff hosted 80 events, with over 1000 people in attendance!

Some highlights include:

- On April 15, 120 people enjoyed The Greg Ward Quartet as part of librarian Ben Remsen's Birdhouse Jazz Series. Ben also hosted his monthly Tabletop Board Games and Book Reports for GrownUps in April.
- Library Assistant Kim Hiltwein screened two very popular After Hours films this month: Fences (67 attendees) and Moonlight (50 attendees). In April, Kim was also busy in her role as one of the judges for the Society of Midland Author's Best Adult Nonfiction category (the winning book was "The Defender" by Ethan Michaeli).
- We had 126 student interactions at technology help sessions and classes taught by Tech Trainer Eduardo Gomez, librarian Deb Winarski and our wonderful volunteers in the Main Library. Eduardo had 42 student interactions at technology classes outside the library. This month he started a 6 week series of Basic Computer Classes at Family Focus - a new location for these classes. Next month he will do a trial series of classes with Jill Skwerski at the Evanston Vet Center.
- During Money Smart Week, librarian Kathleen Lanigan hosted 3 great events: Investment Outlook and Opportunities (18 attendees), Social Security--Your Questions Answered (25 attendees) and Understanding Medicare (55 attendees). She also organized a training session for staff on research database Mergent Intellect.
- Librarian Lorena Neal was extra busy this month, organizing the popular Law at the Library and ongoing free legal advice programs, hosting our monthly partnership with Northwestern's MENA (which this month had two programs: a discussion with Joel Beinin, Author of "Workers and Thieves: Labor Movements and Popular Uprisings in Tunisia and Egypt" and a musical performance by Salaam), and hosting two seminars on housing issues in coordination with Open Communities.

- 47 people attended the April 30 Poetry Reading by Aozora Brockman & Anita Olivia Koester, hosted by librarian Russ Johnson. This was the first event we hosted for this year's Evanston Literary Festival, which continues into May. Russ is very busy coordinating the library's involvement with the festival this month!
- We had 14 book discussions in April, including nine meetings of Mission Impossible: Don Quixote and the first meetings of a new group for adults with developmental disabilities. This new group is a partnership with The Center for Independent Futures. It meets weekly in the Small Meeting Room and is hosted by library assistant Jeny Wasilewski and librarian Deb Winarski who each week take turns reading a section of the book aloud to attendees and then discussing the section together with the attendees.
- Jeny Wasilewski and librarian Julie Rand also hosted a screening of the documentary "Love Between the Covers," followed by a panel discussion with 3 local romance authors and a DePaul professor who teaches about romance novels (~30 attendees).

Technical Services highlights from Tim Longo include:

Items Added

Adult at Main=1660

Adult at North=63

Adult at CAMS=7

Total adult items=1730

Juvenile at Main=1762

Juvenile at North=84

Juvenile at CAMS=103

Total juv items=1949

YA at Main=330

YA at North=86

YA at CAMS=80

Total YA items=496

Total items added to collection in April 2017=4175

April 2017

Carts Ordered:

Titlesource 360:

Evanston RW Adult Fiction: 2208.56

Evanston RW Adult Nonfiction: 5359.31

Evanston PL Fiction- Mystery & Detective: 866.26

Fantasy: 665.21

Romance: 587.73

Urban: 85.46

Main AY Fiction: \$551.76

Main AY Nonfiction: 85.23

Popular Paperbacks: 14.26

Poly: 219.92

Travel: 421.48

Non-CLS Purchases: 1636.44
Non-CLS Most Wanted: 292.01
Most Wanted: 330.47
North: 406.56
Rotary: 40.44
BB ADULT RE-ORDER- FEB(1): \$187.63
Misc: 1208.90
Middle School Books ordered for Renee - \$1478.94
Amazon: \$397.80
Overdrive: \$1230.00
Audiobooks: \$781.09

Patron Requests:

Received 36 patron book requests for the month of April. Will purchase 22 of the titles suggested.
Received 3 patron audiobook requests for the month of April. Will purchase 1 of the titles suggested.
Received 1 patron ebook request for the month of April. Will purchase 1 of the titles suggested.

Donations:

Adult Gift Books Added to the Collection: 131
Adult Gift CDs Added to the Collection: 40
Adult Gift DVDs Added to the Collection: 100
Grubby Books Replaced by Gift Books: 42
Grubby CDs Replaced by Gift CDs: 1

Weeding:

Books Sent to Repair: 10
Audiobooks Sent to Repair: 4
Most Wanted Titles Weeded: 37
Most Wanted Titles Added to the Circ Collection: 3
Damaged Books Weeded: 113
CDs Weeded: 2
Audiobooks Weeded: 2
Old Editions of New Books on Standing Orders Pulled: 11
Books Sent to be Relabeled, Cataloged, etc. : 7
Audiobooks Sent to be Relabeled, Cataloged, etc.:
Books from the "Lost" report replaced: 16
Audiobooks from the "Lost" report replaced: 1
Grubby Transfer Titles Weeded: 37

Weeding Plan for Nonfiction (300s)

Weeded: 3

Displays

First Floor – Earth Day Every Day
4/1 – 2nd Floor Front – Evanston Literary Festival
4/1 – 2nd Floor Back – Photography
Staff: Barb

Roundtable Pieces (Betsy):

4/12 – Evanston Literary Festival
4/13 – Summer Reading Recommendations
4/26 – Illinois Reads

Misc:

4/5 – Ordered 114 books for Renee Neumeier for her Everybody Reads Middle School Program. These books were paid for out of the adult programming fund. They will not be processed or cataloged.

Literary Salons:

Sunday, April 9, 12 pm, Community Meeting Room, Main Library

Evanston Literary Salon: The Historical and Hysterical Perspective of U. S. History, Through the Lens of Golden Books

It has been 75 years since the Little Golden Book first appeared in stores. These books now considered "nuggets of nostalgia" placed a 25-cent book into the hands of millions of children. This historical, hysterical and researched presentation will share how these books now create a lens to the history of the United States. We will explore how they became part of our U.S. World War efforts, their influence on television, as well as the importance placed on the changing views of American civil rights and the changing American family. Children's literature and the picture book were never the same after these legacies of literature appeared in supermarkets and yes, Marshal Fields 75 years ago! Bringing examples from her extensive collection, Laura Beltchenko will help you time travel through Golden Book history and to explore how children learned to enjoy reading and learning from these vintage American icons.

Laura Beltchenko is a thirty-four year veteran educator. Her career in public education includes classroom teacher, reading specialist, as well as district level administration. She is an adjunct faculty member in the Reading and Language Arts Department and a member of the Center for Teaching through Children's Books at National Louis University in Illinois. She was awarded the Illinois North Suburban Library System Library Advocate of the Year for her advocacy of school and public libraries and was also named the Lake County Illinois Innovative Educator by the Illinois Principals Association. As an advocate for literacy development of teachers and administrators, she held the post of president of the Illinois Suburban Council of the International Reading Association for four years.

Volunteer highlights from Mary Kling include:

Activity for April, 2017

Mary Kling, Volunteer Coordinator

- Interviewed eight new volunteers
- Checked references of four volunteers
- Received requests for additional volunteers from Staff (Circulation, Children's, Free Book Distribution, Computer Instructor, Communication)
- Placed new volunteers in Community Service (2), Concierge (1), Circulation (4), Donated Books Sorter (3) and Children's (1)
- Monitored Volunteer Evanston website for referrals and verification of hours logged by volunteers
- Met with 15 current volunteers

- Updated volunteer information in Raiser’s Edge
- Participated in CVAA webinar: “Developing Position Descriptions”
- Participated in VolunteerPro webinar: “Background Checks”
- Attended CALVAN meeting at Arlington Heights Memorial Hospital
- Attended “Celebrate Community Engagement” at Northwestern to highlight EPL’s partnership with Delta Chi
- Attended staff development meeting at EPL

Upcoming events of note:

May 20th: 11:00 – noon, Friedberg Storytelling Room: Code Club - Each month we’ll look at different kinds of secret codes used through history, learn how to crack them and make a useful coding device to send secret messages of our own! In May we’ll look at how to break a code!

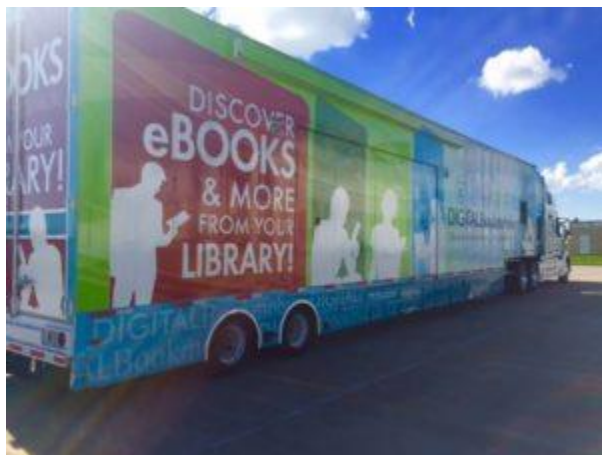
EPL and MENA Present – The Afterlives of Torture: Executive Power versus International Law in the Age of Trump

Start date May 22, 2017 6:00 pm – 7:30 pm

Venue Community Main

Evanston Public Library and Northwestern University’s Middle East and North African Studies (MENA) present the latest in our continuing series of lectures regarding the culture, politics, religion, and society of the Middle East and North Africa. This evening’s speaker will be Lisa Hajjar of the University of California

Digital Bookmobile Visits Evanston June 12



The [Digital Bookmobile National Tour](#) is making a stop at the Evanston Public library on June 12 from 1-7 pm in the parking lot directly east of the Library. Traveling coast to coast, the mobile exhibit will provide an interactive experience for readers of all ages to explore eBooks and audiobooks available at the Library. In this high-tech bookmobile, visitors can learn how to borrow digital books, stop at the Gadget Gallery to explore a variety of devices, talk with eReading experts and so much more. Tours are free and open to the community.

“This is a great opportunity for Evanston’s readers to explore the world of eBooks, learn more about what is available to them through the library, and get their questions answered,” said Library Director Karen Danczak Lyons.

Library statistics show that readers checked out more than 86,000 digital items in 2016. The total number of circulated items was 1,080,109.

The 42-foot long Digital Bookmobile is equipped with broadband Internet-connected PCs, free Wi-Fi connection, touchscreen monitors, premium sound systems, and a variety of portable media players, all of which will help visitors explore Evanston Public Library’s digital collections. In the Gadget Gallery, readers can explore all popular devices including iPhone®, iPad®, Android™ phones and tablets, Chromebook™ and Kindle®. Interactive learning stations encourage visitors to search the library’s digital media collection and go through the borrowing process. Beginners can get a one-on-one tutorial from technical experts.

Library readers can take advantage of the featured services to borrow eBooks and audiobooks for free, 24/7 with no late fees on the library’s website or use the OverDrive app to read or listen right in the browser. A valid library card unlocks the opportunity for readers to explore the extensive digital catalog featuring bestselling authors, new releases, classic titles, and much more. Whether listening to an audiobook or indulging in an eBook, titles will automatically expire and return to the libraries digital collection at the end of the lending period. Digital reading has never been easier as readers can sync libraries, bookmarks, highlights, and reading positions across mobile devices.

The Digital Bookmobile is powered by OverDrive, the industry-leading digital reading platform

to more than 36,000 libraries & schools worldwide.

Excerpts from patron feedback:

From Neighborhood Services:

Comments made to Nancy Engel:

"You are the reason we come to the library"

"I don't know what I'd do without North Branch"

"You're not open Thursdays? Have there been budget cuts?"

From Wilson:

A father told me that when he asked his 4 year old daughter would she rather have ice cream or come to the library on a Thursday night she jumped up and down and said "Library! Library! Library!" When she was in the children's room she told me that the library is her favorite place in the world.

From Meyer:

A "thanks for the Songs": Ruby's mom, a first time mom in the Infant Rhymetime class, thanked me personally for supplying her with so many songs. She said she sings to Ruby during her feedings, even most of her morning. Ruby's mom said she would never know so many songs without having been to both Infant Rhymetime and The Young and the Restless.

From: Sindelar:

A new session of Parent-Child Workshop has begun. We've got what feels like a brand new group of toddlers to share experiences with. It's an amazing group, incredibly diverse. The number of languages spoken in that room Saturday mornings would do the United Nations proud! We tried a new craft at the latest session – wool felting. This involved piecing wool roving together, followed by lots of squishing in warm, soapy water! It was a big hit!

One patron that stood out for me was a woman who needed book recommendations for a purchasing project – she was in charge of purchasing books for the battered woman's shelter at the YWCA. It was a rewarding project to work on with Jessica Iverson. It felt good to contribute a list of diverse books to be of use by the most vulnerable in our community.

From Altenbach:

One Wednesday night this month I worked with Linda, she was putting her Kindergarten teacher skills to use helping an ESL second grader who was really struggling with a homework assignment. She was really going the extra mile helping him and his parents and I think they really needed someone who was able to do that for them in that moment, so I think she deserves a mention.

A mom came in and asked for books that would help her talk about sex ed/similar issues with her seven-year-old, who had begun asking questions. I took her over to the appropriate nonfiction section and *What Makes a Baby*, the Cory Silverberg picture book that talks about reproduction and birth in a gender neutral way. Laura had showed me that book when it came in and we talked about it, and then I was able to give it to this mom and we had a good

conversation about it and she told me it was exactly what she was looking for. I thought it was a good example of the way our department discusses and shares titles makes us all more complete resources for the public, because I am not sure I would have known about that book on my own. And I also think that may have been a difficult book for that mom to just stumble upon in her own research (she did not seem to quite have the right words for exactly what she was looking for until she saw this book), so I was glad I could share it with her.

A mom came in this past weekend looking for book recommendations for her six-year-old who was a precocious reader, and approached Robin and I with that by saying she had “a question for the smart brains of the library.” (which she meant about the department/building as a whole, not us specifically). She definitely appreciated the help we give her keeping her daughter supplied with titles even though she’s a little tricky. (She rejected *Anna Hibiscus* that day because it was “too sweet,” but walked away happy with *Franny K. Stein.*)

From Kennelly:

One of our Chinese families was unfamiliar with a crossword puzzle homework assignment. So I worked with the student and his Dad helping them to figure out the clues and learning how to fill in this type of assignment. It is truly amazing that this young man will be fluent in two languages. He works very hard to improve his English language skills.

From Laura Antolin:

From Sunith Kartha, D65 Board Member, Co-Chair w/me on EC2C action team, STEM Fest attendee:

It was so nice seeing you at STEMfest Saturday. I hope the rest of the day was a success for you. My kids loved that project (we still have the umbrella). Their favorite was the 3D printer (hard to compete with that for cool factor), but the umbrella project was 2nd!

Suni

From Froilan Landeros, Y.O.U. Washington:

*Hey Laura,
Thanks for coming throughout the school year! It was great to have students actually pick their own books! You were great!*

From Ken Cherry, Recreation Manager, Fleetwood-Jourdain in response to my arranging to do the next STEMeX program at Fleetwood on May 25and thanking him for the space:

No..... Thank you guys for being so intentional in affecting the entire Evanston Community!!!!!!!!!!



Memorandum

To: Evanston Public Library Board of Trustees

From: Finance Committee
Karen Danczak Lyons, Library Director
Lea Hernandez-Solis, Bookkeeper

Subject: Library Fund Payroll and Bills

Date: June 15, 2017

Recommended Action

Staff and the Finance Committee recommend Library Board approval of the Library Payroll and Fund bills list.

Summary

Payroll

May 15, 2017 through May 28, 2017	\$ 139,146.25
May 29, 2017 through June 11, 2017	\$ 141,098.28

Library Fund Bills List

June 13, 2017	\$ 150,906.18
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Attachment: Bills Lists

CITY OF EVANSTON
LIBRARY BILLS LIST
PERIOD ENDING 06.13.2017

185 LIBRARY FUND

4805 LIBRARY YOUTH SERVICES

65100 AMAZON / GE CAPITAL RETAIL BANK	BOOKS, OFFICE SUPPLIES AND MATERIALS	862.68
65100 BAKER & TAYLOR	BOOKS, SUPPLIES	7.12
65100 BAKER & TAYLOR	JUV AND ADULT SUPPLY	1,990.67
65100 BAKER & TAYLOR	JUV SUPPLY	96.65
65100 BAKER & TAYLOR	Y.O.U. ELEMENTARY SCHOOL BOOKS	1,336.80
65100 THOME, JAMIE	RUNNING TWO HOURS WORKSHOP ON PAPER MAKING FOR TEEN SERVICES	100.00
65100 SCHOLASTIC INC.	SRP BOOKS	2,427.45
65100 BENNETT WATSON	STIPEND FOR ASSISTING WITH TEEN SERVICES	750.00
65630 BAKER & TAYLOR	2032865347	7.48
65630 BAKER & TAYLOR	BOOKS, SUPPLIES	15.40
65630 BAKER & TAYLOR	JUV PRINT	3,597.47
65630 BAKER & TAYLOR	JUV PRINT	5,926.80
65641 BAKER & TAYLOR	JUV AV	133.33
65641 BAKER & TAYLOR	YA AV	108.52
65641 MIDWEST TAPE	JUV AV	215.92
65641 MIDWEST TAPE	JUV AV	762.95
65641 RECORDED BOOKS INC.	JUV AV	62.20
65641 PENGUIN RANDOM HOUSE LLC	JUV AV	134.25
4805 LIBRARY YOUTH SERVICES Total		<u>18,535.69</u>

4806 LIBRARY ADULT SERVICES

62340 EBSCO INDUSTRIES, INC. DBA EBSCO	CONSUMER REPORTS ONLINE ACCESS	6,086.00
65100 BAKER & TAYLOR	ADULT SERVICES SUPPLIES	275.95
65100 BAKER & TAYLOR	BOOKS, SUPPLIES	59.36
65100 BAKER & TAYLOR	JUV AND ADULT SUPPLY	9.21
65100 SHOREFRONT N.F.P.	SPEAKER EVENT	150.00
65630 AMAZON / GE CAPITAL RETAIL BANK	BOOKS, OFFICE SUPPLIES AND MATERIALS	673.55
65630 BAKER & TAYLOR	2032844940	728.37
65630 BAKER & TAYLOR	3021590544	346.26
65630 BAKER & TAYLOR	ADULT BOOK	648.10
65630 BAKER & TAYLOR	ADULT PRINT	12,646.18
65630 WILMETTE PUBLIC LIBRARY	ILL LOST BOOK 31239007079541	25.00
65630 GALE RESEARCH INC.	ADULT PRINT	272.89
65630 HIGHLAND PARK PUBLIC LIBRARY	ILL LOST BOOK 0000108698523	31.00
65630 OVER DRIVE, INC.	EBOOKS	149.99
65641 BLACKSTONE AUDIO BOOKS INC.	ADULT AV	135.00
65641 SWANK MOTION PICTURES, INC.	AV COLLECTIONS	1,700.00
65641 MIDWEST TAPE	ADULT AV	2,471.28
65641 MIDWEST TAPE	ADULT V	23.99
65641 RECORDED BOOKS INC.	ADULT AV	673.64
65641 PENGUIN RANDOM HOUSE LLC	ADULT AV	235.00
4806 LIBRARY ADULT SERVICES Total		<u>27,340.77</u>

4820 LIBRARY CIRCULATION

57515 ILLINOIS OCLC USERS GROUP	MATERIAL REPLACEMENT	12.25
57515 LAKE FOREST LIBRARY	ILL LOST BOOK 31243001308559	16.00
57515 FOX RIVER VALLEY PUBLIC LIBRARY DISTRICT	ILL LOST BOOK 3178004606012	32.00
65100 AZURADISC, INC.	AUDIO VISUAL SUPPLIES	178.28
4820 LIBRARY CIRCULATION Total		<u>238.53</u>

4825 LIBRARY NEIGHBORHOOD SERVICES

62375 ESKAY DEVELOPMENT LLC	JULY 2017 CAMS RENT	4,332.00
64015 NICOR	NATURAL GAS AT NORTH BRANCH	21.11
65630 BAKER & TAYLOR	2032844940	31.63
65630 BAKER & TAYLOR	ADULT PRINT	480.64
65630 BAKER & TAYLOR	JUV PRINT	306.50
65630 BAKER & TAYLOR	JUV PRINT	740.01
4825 LIBRARY NEIGHBORHOOD SERVICES Total		<u>5,911.89</u>

4835 LIBRARY TECHNICAL SERVICES

62341 COOPERATIVE COMPUTER SERVICES	COLLECTION HQ SUBSCRIPTION PRICING	7,096.50
4835 LIBRARY TECHNICAL SERVICES Total		<u>7,096.50</u>

4840 LIBRARY MAINTENANCE

62225 ALARM DETECTION SYSTEMS, INC.	QUARTERLY BILLING	511.26
62225 CINTAS CORPORATION #769	MAT SERVICE	599.82
62225 CONQUEST PEST SOLUTIONS	PEST SOLUTION	145.00
64505 CALL ONE	COMMUNICATION CHARGES	249.58
65040 SUPERIOR INDUSTRIAL SUPPLY	JANITORIAL SUPPLIES	1,057.47
4840 LIBRARY MAINTENANCE Total		<u>2,563.13</u>

4845 LIBRARY ADMINISTRATION

56140 ILLINOIS DEPT OF REVENUE	*SALES TAX	131.00
62185 KLING, MARY	EPL VOLUNTEER MANAGEMENT	1,750.00
62185 ALT-ENTER, LLC	CONSULTING SERVICES	533.75
62295 EVANSTON/NORTHSHORE YWCA	WORKSHOP AT THE STAFF MEETING	200.00
62295 KAREN DANCZAK LYONS	PARKING AT O'HARE FOR A SITE VISIT IN TORONTO	91.00
62380 XEROX CORPORATION	COPYING SERVICE	84.00
65095 AMAZON / GE CAPITAL RETAIL BANK	BOOKS, OFFICE SUPPLIES AND MATERIALS	407.24
65095 TRAUTMANN, LYNN	DONOR AND VOLUNTEER PHOTOGRAPHY SERVICE	275.00

CITY OF EVANSTON
LIBRARY BILLS LIST
PERIOD ENDING 06.13.2017

65095 FISHEYE GRAPHIC SERVICES, INC.	SRP BANNERS AND POSTERS	320.00
65095 FISHEYE GRAPHIC SERVICES, INC.	SRP DESIGN	1,655.00
65095 FISHEYE GRAPHIC SERVICES, INC.	SRP LOGS PRINTING	635.00
65095 FISHEYE GRAPHIC SERVICES, INC.	SUMMER READING PROGRAM GUIDE	6,214.00
65095 IRIS B. BRANDING & COMMUNICATIONS	DEVELOPMENT REPLY CARDS AND ENVELOPES	<u>524.00</u>
4845 LIBRARY ADMINISTRATION Total		12,819.99
4850 LIBRARY GRANTS		
65100 AMAZON / GE CAPITAL RETAIL BANK	BOOKS, OFFICE SUPPLIES AND MATERIALS	<u>13.29</u>
4850 LIBRARY GRANTS Total		13.29
185 LIBRARY FUND Total		<u>74,519.79</u>
187 LIBRARY CAPITAL IMPROVEMENT FD		
4862 LIBRARY CAPITAL IMPROVEMENT		
65515 WIGHT & COMPANY	MAIN LIBRARY INTERIOR RENOVATION	<u>76,386.39</u>
4862 LIBRARY CAPITAL IMPROVEMENT Total		76,386.39
187 LIBRARY CAPITAL IMPROVEMENT FD Total		<u>76,386.39</u>
Grand Total		150,906.18

CITY OF EVANSTON
LIBRARY BILLS LIST
PERIOD ENDING 06.13.2017

<u>ACCOUNT NUMBER</u>	<u>SUPPLIER NAME</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
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SUPPLEMENTAL BILLS LIST ATTACHMENT

0.00

GRAND TOTAL 150,906.18

Prepared by _____ Date _____
Accounts Payable Coordinator

Approved by _____ Date _____
Library Administrative Services Manager

Approved by _____ Date _____
Library Director

Approved by _____ Date _____
Library Board Treasurer



Memorandum

To: Evanston Public Library Board of Trustees
From: Karen Danczak Lyons, Library Director
Subject: Administrative Services Update
Date: June 15, 2017

This memo provides an update on significant administrative activities.

Human Resources

Please welcome our newest staff members:

Samantha Ryan, Library Clerk, Circulation

Ian Williams, Library Clerk, Circulation

Anthony Collias, Shelver, Circulation

Teri Campbell, Assistant Library Director, Administration

Melissa Halka, Branch Clerk, Neighborhood Services

Rolinda Stevenson, Branch Clerk, Neighborhood Services

Andi Altenbach resigned her part-time Library Assistant position in Children's Services to accept a full-time position in a private institution. We wish her all the best.

Financial Resources

The Library Fund financial report for the period ending May 31st is attached. Expenses are within budget.

Facilities Management

Phase 3 construction, final phase, has begun at the North Branch. The masonry crews are currently working on the roof parapet walls and tuck pointing the rear face of the building.

Phase 2 construction, final phase, has begun at the Main Library lower parking garage. Expected opening date is July 5, 2017



Budget Performance Report

Fiscal Year to Date 06/15/17

Include Rollup Account and Rollup to Object Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 185 - LIBRARY FUND										
REVENUE										
Department 48 - LIBRARY										
Business Unit 4820 - LIBRARY CIRCULATION										
52610	LIBRARY FINES & FEES	164,000.00	.00	164,000.00	.00	.00	62,293.14	101,706.86	38	152,536.90
57515	LIBRARY MATERIAL REPLACEMENT CHARGES	12,000.00	.00	12,000.00	(60.25)	.00	3,582.84	8,417.16	30	13,123.88
Business Unit 4820 - LIBRARY CIRCULATION Totals		\$176,000.00	\$0.00	\$176,000.00	(\$60.25)	\$0.00	\$65,875.98	\$110,124.02	37%	\$165,660.78
Business Unit 4845 - LIBRARY ADMINISTRATION										
51015	PROPERTY TAXES	6,284,358.00	.00	6,284,358.00	.00	.00	3,302,934.71	2,981,423.29	53	6,090,597.50
51025	PRIOR YEAR'S TAXES	92,000.00	.00	92,000.00	.00	.00	76,104.99	15,895.01	83	45,650.50
51605	PERSONAL PROPERTY REPLACEMENT TAX	.00	.00	.00	.00	.00	.00	.00	+++	4,140.70
51616	PERS PROP REPL TAX LIBRARY	46,100.00	.00	46,100.00	.00	.00	.00	46,100.00	0	.00
53200	BEV SNACK VENDING MACHINE	.00	.00	.00	.00	.00	119.31	(119.31)	+++	.00
55245	LIBRARY STATE PER CAPITA GRANT	57,418.00	.00	57,418.00	.00	.00	.00	57,418.00	0	57,417.53
56011	DONATIONS	24,849.00	.00	24,849.00	.00	.00	30,675.70	(5,826.70)	123	67,942.69
56140	FEES AND MERCHANDISE SALE	.00	.00	.00	.00	.00	21.07	(21.07)	+++	.00
56501	INVESTMENT INCOME	5,400.00	.00	5,400.00	.00	.00	1,801.40	3,598.60	33	4,717.24
57002	TRANSFER FROM ENDOWMENT	190,200.00	.00	190,200.00	.00	.00	.00	190,200.00	0	235,800.00
57526	LIBRARY BOOK SALE	66,000.00	.00	66,000.00	.00	.00	23,458.39	42,541.61	36	61,726.98
57527	LIBRARY FUND FOR EXCELLENCE	203,500.00	.00	203,500.00	.00	.00	52,358.60	151,141.40	26	199,187.64
57535	LIBRARY COPY MACH. CHG	18,000.00	.00	18,000.00	.00	.00	5,811.46	12,188.54	32	16,321.00
57540	LIBRARY MEETING RM RENTAL	11,400.00	.00	11,400.00	.00	.00	4,664.97	6,735.03	41	11,971.46
57545	NORTH BRANCH RENTAL INCOME	25,120.00	.00	25,120.00	.00	.00	9,951.55	15,168.45	40	22,446.30
57551	LIBRARY GRANTS	50,000.00	.00	50,000.00	.00	.00	.00	50,000.00	0	1,500.00
Business Unit 4845 - LIBRARY ADMINISTRATION Totals		\$7,074,345.00	\$0.00	\$7,074,345.00	\$0.00	\$0.00	\$3,507,902.15	\$3,566,442.85	50%	\$6,819,419.54
Business Unit 4850 - LIBRARY GRANTS										
55146	STATE, COUNTY AND OTHER GRANTS	.00	.00	.00	.00	.00	2,820.00	(2,820.00)	+++	.00
55201	Federal Grants	.00	.00	.00	.00	.00	2,100.00	(2,100.00)	+++	18,000.00
57551	LIBRARY GRANTS	.00	.00	.00	.00	.00	.00	.00	+++	12,750.00
Business Unit 4850 - LIBRARY GRANTS Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,920.00	(\$4,920.00)	+++	\$30,750.00
Department 48 - LIBRARY Totals		\$7,250,345.00	\$0.00	\$7,250,345.00	(\$60.25)	\$0.00	\$3,578,698.13	\$3,671,646.87	49%	\$7,015,830.32
REVENUE TOTALS		\$7,250,345.00	\$0.00	\$7,250,345.00	(\$60.25)	\$0.00	\$3,578,698.13	\$3,671,646.87	49%	\$7,015,830.32
EXPENSE										
Department 48 - LIBRARY										
Business Unit 4805 - LIBRARY YOUTH SERVICES										
61010	REGULAR PAY	479,016.00	.00	479,016.00	19,195.10	.00	165,284.84	313,731.16	35	437,453.37
61012	LIBRARY SUBSTITUTES	8,000.00	.00	8,000.00	.00	.00	.00	8,000.00	0	.00



Budget Performance Report

Fiscal Year to Date 06/15/17

Include Rollup Account and Rollup to Object Account

61050	PERMANENT PART-TIME	228,226.00	.00	228,226.00	7,815.16	.00	83,217.94	145,008.06	36	188,845.00
61055	TEMPORARY EMPLOYEES	10,600.00	.00	10,600.00	.00	.00	.00	10,600.00	0	.00
61060	SEASONAL EMPLOYEES	.00	.00	.00	100.27	.00	1,223.30	(1,223.30)	+++	9,298.60
61110	OVERTIME PAY	.00	.00	.00	.00	.00	.00	.00	+++	407.68
61415	TERMINATION PAYOUTS	12,750.00	.00	12,750.00	.00	.00	.00	12,750.00	0	2,178.81
61420	ANNUAL SICK LEAVE PAYOUT	.00	.00	.00	.00	.00	3,189.08	(3,189.08)	+++	2,010.83
61510	HEALTH INSURANCE	90,725.00	.00	90,725.00	3,905.60	.00	38,192.02	52,532.98	42	71,790.45
61615	LIFE INSURANCE	18.00	.00	18.00	.00	.00	4.24	13.76	24	18.55
61710	IMRF	70,198.00	.00	70,198.00	2,596.58	.00	23,944.82	46,253.18	34	63,517.24
61725	SOCIAL SECURITY	43,690.00	.00	43,690.00	1,622.36	.00	15,221.90	28,468.10	35	38,847.75
61730	MEDICARE	10,219.00	.00	10,219.00	379.45	.00	3,559.98	6,659.02	35	9,085.36
62185	CONSULTING SERVICES	13,700.00	.00	13,700.00	.00	.00	.00	13,700.00	0	.00
62295	TRAINING & TRAVEL	.00	.00	.00	.00	.00	.00	.00	+++	15.00
62315	POSTAGE	.00	.00	.00	.00	.00	414.00	(414.00)	+++	.00
62341	INTERNET SOLUTION PROVIDERS	.00	.00	.00	.00	.00	105.52	(105.52)	+++	785.37
62506	WORK- STUDY	900.00	.00	900.00	.00	.00	590.62	309.38	66	393.21
65100	LIBRARY SUPPLIES	48,700.00	.00	48,700.00	7,571.37	.00	12,791.73	35,908.27	26	39,177.22
65503	FURNITURE / FIXTURES / EQUIPMENT	400.00	.00	400.00	.00	.00	.00	400.00	0	.00
65555	PERSONAL COMPUTER EQUIPMENT	4,100.00	.00	4,100.00	.00	.00	.00	4,100.00	0	.00
65630	LIBRARY BOOKS	171,400.00	.00	171,400.00	9,547.15	.00	60,964.11	110,435.89	36	144,515.05
65635	PERIODICALS	500.00	.00	500.00	.00	.00	.00	500.00	0	.00
65641	AUDIO VISUAL COLLECTIONS	33,200.00	.00	33,200.00	1,417.17	.00	8,467.42	24,732.58	26	29,956.47
66019	COMPONENT UNIT DISBURSEMENT	.00	.00	.00	.00	.00	.00	.00	+++	15,179.04
66025	TRANSFER TO DEBT SERVICE - ERI	15,786.00	.00	15,786.00	.00	.00	6,577.50	9,208.50	42	.00
Business Unit 4805 - LIBRARY YOUTH SERVICES Totals		\$1,242,128.00	\$0.00	\$1,242,128.00	\$54,150.21	\$0.00	\$423,749.02	\$818,378.98	34%	\$1,053,475.00
Business Unit 4806 - LIBRARY ADULT SERVICES										
61010	REGULAR PAY	561,745.00	.00	561,745.00	19,130.41	.00	220,257.18	341,487.82	39	534,551.16
61012	LIBRARY SUBSTITUES	4,000.00	.00	4,000.00	.00	.00	.00	4,000.00	0	.00
61050	PERMANENT PART-TIME	244,209.00	.00	244,209.00	8,584.24	.00	97,000.37	147,208.63	40	214,160.35
61060	SEASONAL EMPLOYEES	.00	.00	.00	636.84	.00	8,023.71	(8,023.71)	+++	22,842.65
61415	TERMINATION PAYOUTS	14,750.00	.00	14,750.00	.00	.00	808.20	13,941.80	5	23,286.31
61420	ANNUAL SICK LEAVE PAYOUT	.00	.00	.00	.00	.00	1,916.98	(1,916.98)	+++	4,382.89
61430	VACATION PAYOUTS (PREVIOUSLY OTHER PAYOUTS)	.00	.00	.00	.00	.00	.00	.00	+++	2,311.51
61510	HEALTH INSURANCE	74,778.00	.00	74,778.00	3,205.71	.00	33,863.75	40,914.25	45	61,472.02
61615	LIFE INSURANCE	29.00	.00	29.00	.00	.00	12.67	16.33	44	33.38
61710	IMRF	76,937.00	.00	76,937.00	2,587.39	.00	30,033.01	46,903.99	39	72,888.50
61725	SOCIAL SECURITY	48,238.00	.00	48,238.00	1,718.98	.00	19,987.37	28,250.63	41	49,127.48
61730	MEDICARE	11,282.00	.00	11,282.00	402.03	.00	4,674.46	6,607.54	41	11,489.57
62340	COMPTER LICENSE & SUPP	.00	.00	.00	6,086.00	17,292.00	16,971.32	(34,263.32)	+++	34,543.37
62341	INTERNET SOLUTION PROVIDERS	209,400.00	.00	209,400.00	.00	.00	75,359.64	134,040.36	36	140,380.90



Budget Performance Report

Fiscal Year to Date 06/15/17

Include Rollup Account and Rollup to Object Account

62506	WORK- STUDY	900.00	.00	900.00	.00	.00	389.06	510.94	43	136.13
65100	LIBRARY SUPPLIES	25,550.00	.00	25,550.00	494.52	.00	4,846.73	20,703.27	19	18,832.33
65630	LIBRARY BOOKS	316,900.00	.00	316,900.00	15,521.34	.00	119,110.58	197,789.42	38	263,729.74
65635	PERIODICALS	15,700.00	.00	15,700.00	.00	.00	2,191.80	13,508.20	14	26,688.15
65641	AUDIO VISUAL COLLECTIONS	91,400.00	.00	91,400.00	5,238.91	.00	29,512.76	61,887.24	32	67,360.10
66019	COMPONENT UNIT DISBURSEMENT	.00	.00	.00	.00	.00	.00	.00	+++	20,724.96
66025	TRANSFER TO DEBT SERVICE - ERI	21,554.00	.00	21,554.00	.00	.00	8,980.80	12,573.20	42	.00
66059	HEALTH INSURANCE OPT OUT EXPENSE	.00	.00	.00	.00	.00	.00	.00	+++	1,500.00
Business Unit 4806 - LIBRARY ADULT SERVICES Totals		\$1,717,372.00	\$0.00	\$1,717,372.00	\$63,606.37	\$17,292.00	\$673,940.39	\$1,026,139.61	40%	\$1,570,441.50
Business Unit 4820 - LIBRARY CIRCULATION										
61010	REGULAR PAY	173,862.00	.00	173,862.00	7,427.89	.00	78,236.48	95,625.52	45	217,275.96
61012	LIBRARY SUBSTITUES	3,200.00	.00	3,200.00	.00	.00	.00	3,200.00	0	.00
61050	PERMANENT PART-TIME	321,478.00	.00	321,478.00	11,931.03	.00	125,632.16	195,845.84	39	294,849.50
61060	SEASONAL EMPLOYEES	.00	.00	.00	269.69	.00	973.86	(973.86)	+++	7,796.64
61415	TERMINATION PAYOUTS	.00	.00	.00	570.51	.00	570.51	(570.51)	+++	525.05
61430	VACATION PAYOUTS (PREVIOUSLY OTHER PAYOUTS)	.00	.00	.00	.00	.00	.00	.00	+++	1,638.17
61510	HEALTH INSURANCE	37,997.00	.00	37,997.00	1,475.59	.00	15,524.34	22,472.66	41	33,380.33
61615	LIFE INSURANCE	6.00	.00	6.00	.00	.00	2.12	3.88	35	6.36
61710	IMRF	38,590.00	.00	38,590.00	1,546.13	.00	15,582.49	23,007.51	40	39,934.37
61725	SOCIAL SECURITY	30,505.00	.00	30,505.00	1,228.23	.00	12,542.59	17,962.41	41	31,109.49
61730	MEDICARE	7,134.00	.00	7,134.00	287.26	.00	2,933.39	4,200.61	41	7,275.61
62506	WORK- STUDY	5,400.00	.00	5,400.00	.00	.00	3,290.69	2,109.31	61	1,687.52
65100	LIBRARY SUPPLIES	4,200.00	.00	4,200.00	178.28	.00	2,060.92	2,139.08	49	7,662.87
66019	COMPONENT UNIT DISBURSEMENT	.00	.00	.00	.00	.00	.00	.00	+++	13,370.04
66025	TRANSFER TO DEBT SERVICE - ERI	13,905.00	.00	13,905.00	.00	.00	5,793.75	8,111.25	42	.00
66059	HEALTH INSURANCE OPT OUT EXPENSE	.00	.00	.00	.00	.00	.00	.00	+++	750.00
Business Unit 4820 - LIBRARY CIRCULATION Totals		\$636,277.00	\$0.00	\$636,277.00	\$24,914.61	\$0.00	\$263,143.30	\$373,133.70	41%	\$657,261.91
Business Unit 4825 - LIBRARY NEIGHBORHOOD SERVICES										
61010	REGULAR PAY	126,301.00	.00	126,301.00	5,658.13	.00	54,411.61	71,889.39	43	126,763.06
61012	LIBRARY SUBSTITUES	2,000.00	.00	2,000.00	.00	.00	.00	2,000.00	0	.00
61050	PERMANENT PART-TIME	154,623.00	.00	154,623.00	6,011.22	.00	66,827.77	87,795.23	43	154,874.97
61060	SEASONAL EMPLOYEES	.00	.00	.00	365.82	.00	759.98	(759.98)	+++	2,597.87
61415	TERMINATION PAYOUTS	11,350.00	.00	11,350.00	443.83	.00	443.83	10,906.17	4	167.19
61420	ANNUAL SICK LEAVE PAYOUT	.00	.00	.00	.00	.00	.00	.00	+++	1,351.87
61510	HEALTH INSURANCE	36,748.00	.00	36,748.00	1,996.29	.00	17,701.37	19,046.63	48	25,948.25
61615	LIFE INSURANCE	1.00	.00	1.00	.00	.00	2.12	(1.12)	212	1.07
61710	IMRF	26,470.00	.00	26,470.00	1,058.95	.00	10,865.66	15,604.34	41	26,641.72
61725	SOCIAL SECURITY	17,631.00	.00	17,631.00	749.50	.00	7,357.15	10,273.85	42	17,382.32
61730	MEDICARE	4,124.00	.00	4,124.00	175.28	.00	1,720.59	2,403.41	42	4,065.12
62225	BLDG MAINTENANCE SERVICES	4,000.00	.00	4,000.00	.00	.00	.00	4,000.00	0	5,805.00



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62341	INTERNET SOLUTION PROVIDERS	6,400.00	.00	6,400.00	.00	.00	1,486.06	4,913.94	23	3,680.24
62375	RENTALS	46,238.00	.00	46,238.00	4,332.00	.00	26,714.37	19,523.63	58	43,712.37
64015	NATURAL GAS	2,900.00	.00	2,900.00	21.11	.00	1,108.96	1,791.04	38	2,140.37
65040	JANITORIAL SUPPLIES	.00	.00	.00	.00	.00	.00	.00	+++	52.16
65050	BLDG MAINTENANCE MATERIAL	.00	.00	.00	.00	.00	71.77	(71.77)	+++	.00
65100	LIBRARY SUPPLIES	5,400.00	.00	5,400.00	.00	.00	339.82	5,060.18	6	2,782.64
65503	FURNITURE / FIXTURES / EQUIPMENT	5,000.00	.00	5,000.00	.00	.00	.00	5,000.00	0	.00
65630	LIBRARY BOOKS	29,900.00	.00	29,900.00	1,558.78	.00	9,790.55	20,109.45	33	19,068.45
65635	PERIODICALS	1,500.00	.00	1,500.00	.00	.00	512.68	987.32	34	1,842.09
65641	AUDIO VISUAL COLLECTIONS	2,200.00	.00	2,200.00	.00	.00	.00	2,200.00	0	3,302.10
66019	COMPONENT UNIT DISBURSEMENT	.00	.00	.00	.00	.00	.00	.00	+++	3,093.00
66025	TRANSFER TO DEBT SERVICE - ERI	3,217.00	.00	3,217.00	.00	.00	1,340.40	1,876.60	42	.00
Business Unit 4825 - LIBRARY NEIGHBORHOOD SERVICES		\$486,003.00	\$0.00	\$486,003.00	\$22,370.91	\$0.00	\$201,454.69	\$284,548.31	41%	\$445,271.86
Business Unit 4835 - LIBRARY TECHNICAL SERVICES										
61010	REGULAR PAY	282,067.00	.00	282,067.00	11,170.89	.00	113,007.69	169,059.31	40	283,197.92
61050	PERMANENT PART-TIME	110,480.00	.00	110,480.00	3,049.62	.00	28,646.56	81,833.44	26	74,471.53
61415	TERMINATION PAYOUTS	5,000.00	.00	5,000.00	.00	.00	.00	5,000.00	0	1,628.54
61510	HEALTH INSURANCE	40,687.00	.00	40,687.00	1,521.40	.00	15,974.70	24,712.30	39	36,283.76
61615	LIFE INSURANCE	6.00	.00	6.00	.00	.00	2.07	3.93	34	6.36
61710	IMRF	41,015.00	.00	41,015.00	1,402.13	.00	14,055.84	26,959.16	34	37,000.75
61725	SOCIAL SECURITY	24,546.00	.00	24,546.00	858.28	.00	8,654.31	15,891.69	35	22,092.04
61730	MEDICARE	5,741.00	.00	5,741.00	200.67	.00	2,023.96	3,717.04	35	5,166.69
62340	COMPTER LICENSE & SUPP	46,300.00	.00	46,300.00	.00	.00	9,989.26	36,310.74	22	24,625.10
62341	INTERNET SOLUTION PROVIDERS	135,800.00	.00	135,800.00	7,096.50	2,589.30	58,069.23	75,141.47	45	137,807.21
65100	LIBRARY SUPPLIES	10,000.00	.00	10,000.00	.00	.00	4,472.12	5,527.88	45	6,733.46
65555	PERSONAL COMPUTER EQUIPMENT	51,870.00	.00	51,870.00	.00	.00	756.60	51,113.40	1	10,417.09
66019	COMPONENT UNIT DISBURSEMENT	.00	.00	.00	.00	.00	.00	.00	+++	8,621.04
66025	TRANSFER TO DEBT SERVICE - ERI	8,966.00	.00	8,966.00	.00	.00	3,735.85	5,230.15	42	.00
66059	HEALTH INSURANCE OPT OUT EXPENSE	.00	.00	.00	.00	.00	.00	.00	+++	1,500.00
Business Unit 4835 - LIBRARY TECHNICAL SERVICES Totals		\$762,478.00	\$0.00	\$762,478.00	\$25,299.49	\$2,589.30	\$259,388.19	\$500,500.51	34%	\$649,551.49
Business Unit 4840 - LIBRARY MAINTENANCE										
61010	REGULAR PAY	254,331.00	.00	254,331.00	10,358.02	.00	97,498.66	156,832.34	38	193,588.26
61050	PERMANENT PART-TIME	96,557.00	.00	96,557.00	4,342.11	.00	46,609.17	49,947.83	48	148,521.16
61110	OVERTIME PAY	7,000.00	.00	7,000.00	.00	.00	1,292.01	5,707.99	18	15,265.13
61415	TERMINATION PAYOUTS	7,550.00	.00	7,550.00	.00	.00	.00	7,550.00	0	101.91
61420	ANNUAL SICK LEAVE PAYOUT	.00	.00	.00	.00	.00	.00	.00	+++	987.15
61510	HEALTH INSURANCE	80,980.00	.00	80,980.00	3,609.89	.00	37,903.84	43,076.16	47	62,045.85
61626	CELL PHONE ALLOWANCE	1,100.00	.00	1,100.00	.00	.00	1,015.04	84.96	92	2,915.04
61630	SHOE ALLOWANCE	620.00	.00	620.00	.00	.00	465.00	155.00	75	620.00
61710	IMRF	35,260.00	.00	35,260.00	1,449.43	.00	14,336.43	20,923.57	41	37,080.66



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61725	SOCIAL SECURITY	21,209.00	.00	21,209.00	878.34	.00	8,762.70	12,446.30	41	21,826.10
61730	MEDICARE	4,960.00	.00	4,960.00	205.42	.00	2,049.35	2,910.65	41	5,104.51
62225	BLDG MAINTENANCE SERVICES	208,700.00	.00	208,700.00	1,256.08	92,692.16	71,244.51	44,763.33	79	208,034.46
62235	OFFICE EQUIPMENT MAINT	12,000.00	.00	12,000.00	.00	.00	.00	12,000.00	0	6,741.24
62240	AUTOMOTIVE EQMP MAINT	.00	.00	.00	.00	.00	194.74	(194.74)	+++	14.85
62245	OTHER EQMT MAINTENANCE	1,300.00	.00	1,300.00	.00	.00	.00	1,300.00	0	33.59
62305	RENTAL OF AUTO-FLEET MAINTENANCE	5,440.00	.00	5,440.00	.00	.00	2,266.65	3,173.35	42	5,439.96
62309	RENTAL OF AUTO REPLACEMENT	4,885.00	.00	4,885.00	.00	.00	2,035.40	2,849.60	42	4,743.00
62315	POSTAGE	.00	.00	.00	.00	.00	392.00	(392.00)	+++	.00
62341	INTERNET SOLUTION PROVIDERS	2,200.00	.00	2,200.00	.00	.00	.00	2,200.00	0	.00
64015	NATURAL GAS	27,000.00	.00	27,000.00	.00	.00	9,973.59	17,026.41	37	20,852.32
64505	TELECOMMUNICATIONS	.00	.00	.00	249.58	.00	1,226.51	(1,226.51)	+++	3,197.00
65005	AGRI/BOTANICAL SUPPLIES	.00	.00	.00	.00	.00	352.60	(352.60)	+++	.00
65040	JANITORIAL SUPPLIES	12,000.00	.00	12,000.00	1,057.47	.00	3,645.17	8,354.83	30	12,304.13
65050	BLDG MAINTENANCE MATERIAL	32,000.00	.00	32,000.00	.00	.00	8,682.88	23,317.12	27	29,392.10
65503	FURNITURE / FIXTURES / EQUIPMENT	.00	.00	.00	.00	.00	313.74	(313.74)	+++	963.26
66019	COMPONENT UNIT DISBURSEMENT	.00	.00	.00	.00	.00	.00	.00	+++	5,439.96
66025	TRANSFER TO DEBT SERVICE - ERI	5,658.00	.00	5,658.00	.00	.00	2,357.50	3,300.50	42	.00
Business Unit 4840 - LIBRARY MAINTENANCE Totals		\$820,750.00	\$0.00	\$820,750.00	\$23,406.34	\$92,692.16	\$312,617.49	\$415,440.35	49%	\$785,211.64
Business Unit 4845 - LIBRARY ADMINISTRATION										
61010	REGULAR PAY	581,803.00	.00	581,803.00	20,340.16	.00	199,011.73	382,791.27	34	573,742.11
61050	PERMANENT PART-TIME	101,087.00	.00	101,087.00	3,671.99	.00	38,997.25	62,089.75	39	88,084.57
61415	TERMINATION PAYOUTS	16,150.00	.00	16,150.00	.00	.00	.00	16,150.00	0	28,237.82
61420	ANNUAL SICK LEAVE PAYOUT	.00	.00	.00	.00	.00	1,149.41	(1,149.41)	+++	1,836.93
61510	HEALTH INSURANCE	138,518.00	.00	138,518.00	5,601.30	.00	56,757.28	81,760.72	41	112,037.64
61615	LIFE INSURANCE	.00	.00	.00	.00	.00	3.71	(3.71)	+++	.00
61625	AUTO ALLOWANCE	7,200.00	.00	7,200.00	.00	.00	2,400.00	4,800.00	33	7,200.00
61626	CELL PHONE ALLOWANCE	1,200.00	.00	1,200.00	.00	.00	400.00	800.00	33	1,200.00
61710	IMRF	67,316.00	.00	67,316.00	2,367.60	.00	23,580.98	43,735.02	35	69,672.04
61725	SOCIAL SECURITY	37,906.00	.00	37,906.00	1,407.06	.00	14,865.27	23,040.73	39	38,966.14
61730	MEDICARE	9,550.00	.00	9,550.00	329.07	.00	3,476.54	6,073.46	36	9,685.87
62185	CONSULTING SERVICES	118,000.00	.00	118,000.00	2,283.75	.00	22,324.53	95,675.47	19	188,784.12
62205	ADVERTISING	8,000.00	.00	8,000.00	.00	.00	1,525.99	6,474.01	19	9,339.08
62210	PRINTING	8,000.00	.00	8,000.00	.00	.00	832.54	7,167.46	10	7,744.63
62275	POSTAGE CHARGEBACKS	2,600.00	.00	2,600.00	.00	.00	.00	2,600.00	0	1,554.24
62290	TUITION	5,000.00	.00	5,000.00	.00	.00	.00	5,000.00	0	.00
62295	TRAINING & TRAVEL	42,000.00	.00	42,000.00	291.00	.00	16,122.65	25,877.35	38	31,876.72
62315	POSTAGE	4,500.00	.00	4,500.00	.00	.00	476.40	4,023.60	11	5,369.15
62341	INTERNET SOLUTION PROVIDERS	.00	.00	.00	.00	.00	329.00	(329.00)	+++	.00
62360	MEMBERSHIP DUES	2,100.00	.00	2,100.00	.00	.00	1,340.25	759.75	64	5,625.37



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62380	COPY MACHINE CHARGES	12,900.00	.00	12,900.00	84.00	.00	1,295.85	11,604.15	10	24,475.91
62506	WORK- STUDY	1,500.00	.00	1,500.00	.00	.00	1,382.83	117.17	92	940.52
62705	BANK SERVICE CHARGES	5,700.00	.00	5,700.00	.00	.00	2,262.08	3,437.92	40	5,500.03
64015	NATURAL GAS	.00	.00	.00	.00	.00	84.00	(84.00)	+++	.00
64540	TELECOMMUNICATIONS - WIRELESS	2,000.00	.00	2,000.00	.00	.00	530.49	1,469.51	27	2,568.38
65050	BLDG MAINTENANCE MATERIAL	.00	.00	.00	.00	.00	.00	.00	+++	75.00
65095	OFFICE SUPPLIES	98,100.00	.00	98,100.00	10,030.24	5,100.97	36,380.53	56,618.50	42	63,787.81
65635	PERIODICALS	.00	.00	.00	.00	.00	358.80	(358.80)	+++	298.14
66019	COMPONENT UNIT DISBURSEMENT	.00	.00	.00	.00	.00	.00	.00	+++	263,661.00
66025	TRANSFER TO DEBT SERVICE - ERI	14,207.00	.00	14,207.00	.00	.00	5,919.60	8,287.40	42	.00
66131	TRANSFER TO GENERAL FUND	250,000.00	.00	250,000.00	.00	.00	104,166.64	145,833.36	42	.00
Business Unit 4845 - LIBRARY ADMINISTRATION Totals		\$1,535,337.00	\$0.00	\$1,535,337.00	\$46,406.17	\$5,100.97	\$535,974.35	\$994,261.68	35%	\$1,542,263.22
Business Unit 4850 - LIBRARY GRANTS										
62185	CONSULTING SERVICES	10,000.00	.00	10,000.00	.00	.00	.00	10,000.00	0	.00
62225	BLDG MAINTENANCE SERVICES	.00	.00	.00	.00	.00	.00	.00	+++	241.24
65100	LIBRARY SUPPLIES	10,000.00	.00	10,000.00	13.29	.00	829.87	9,170.13	8	23,378.96
65125	OTHER COMMODITIES	30,000.00	.00	30,000.00	.00	.00	.00	30,000.00	0	.00
65630	LIBRARY BOOKS	.00	.00	.00	.00	.00	993.46	(993.46)	+++	1,228.56
Business Unit 4850 - LIBRARY GRANTS Totals		\$50,000.00	\$0.00	\$50,000.00	\$13.29	\$0.00	\$1,823.33	\$48,176.67	4%	\$24,848.76
Business Unit 4870 - MAIN LIBRARY MECHANICAL										
62911	ESSENTIAL REPAIRS	.00	.00	.00	.00	.00	.00	.00	+++	19,370.00
Business Unit 4870 - MAIN LIBRARY MECHANICAL		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$19,370.00
Business Unit 4871 - NORTH BRANCH MECHANICAL										
62911	ESSENTIAL REPAIRS	.00	.00	.00	.00	.00	.00	.00	+++	37,509.02
Business Unit 4871 - NORTH BRANCH MECHANICAL		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$37,509.02
Department 48 - LIBRARY Totals		\$7,250,345.00	\$0.00	\$7,250,345.00	\$260,167.39	\$117,674.43	\$2,672,090.76	\$4,460,579.81	38%	\$6,785,204.40
EXPENSE TOTALS		\$7,250,345.00	\$0.00	\$7,250,345.00	\$260,167.39	\$117,674.43	\$2,672,090.76	\$4,460,579.81	38%	\$6,785,204.40
Fund 185 - LIBRARY FUND Totals										
REVENUE TOTALS		7,250,345.00	.00	7,250,345.00	(60.25)	.00	3,578,698.13	3,671,646.87	49%	7,015,830.32
EXPENSE TOTALS		7,250,345.00	.00	7,250,345.00	260,167.39	117,674.43	2,672,090.76	4,460,579.81	38%	6,785,204.40
Fund 185 - LIBRARY FUND Totals		\$0.00	\$0.00	\$0.00	(\$260,227.64)	(\$117,674.43)	\$906,607.37	(\$788,932.94)		\$230,625.92
Fund 186 - LIBRARY DEBT SERVICE FUND										
REVENUE										
Department 48 - LIBRARY										
Business Unit 4861 - LIBRARY DEBT SERVICE ADMIN										
51015	PROPERTY TAXES	345,955.00	.00	345,955.00	.00	.00	.00	345,955.00	0	364,827.06
56501	INVESTMENT INCOME	.00	.00	.00	.00	.00	.00	.00	+++	1.20
Business Unit 4861 - LIBRARY DEBT SERVICE ADMIN Totals		\$345,955.00	\$0.00	\$345,955.00	\$0.00	\$0.00	\$0.00	\$345,955.00	0%	\$364,828.26
Department 48 - LIBRARY Totals		\$345,955.00	\$0.00	\$345,955.00	\$0.00	\$0.00	\$0.00	\$345,955.00	0%	\$364,828.26



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	REVENUE TOTALS	\$345,955.00	\$0.00	\$345,955.00	\$0.00	\$0.00	\$0.00	\$345,955.00	0%	\$364,828.26
EXPENSE										
Department 48 - LIBRARY										
Business Unit 4861 - LIBRARY DEBT SERVICE ADMIN										
62716	BOND ISSUANCE COSTS	.00	.00	.00	.00	.00	.00	.00	+++	(1,007.10)
68305	DEBT SERVICE- PRINCIPAL	330,955.00	.00	330,955.00	.00	.00	.00	330,955.00	0	323,241.00
68315	DEBT SERVICE- INTEREST	15,000.00	.00	15,000.00	.00	.00	38,227.16	(23,227.16)	255	62,454.95
	Business Unit 4861 - LIBRARY DEBT SERVICE ADMIN Totals	\$345,955.00	\$0.00	\$345,955.00	\$0.00	\$0.00	\$38,227.16	\$307,727.84	11%	\$384,688.85
	Department 48 - LIBRARY Totals	\$345,955.00	\$0.00	\$345,955.00	\$0.00	\$0.00	\$38,227.16	\$307,727.84	11%	\$384,688.85
	EXPENSE TOTALS	\$345,955.00	\$0.00	\$345,955.00	\$0.00	\$0.00	\$38,227.16	\$307,727.84	11%	\$384,688.85
Fund 186 - LIBRARY DEBT SERVICE FUND Totals										
	REVENUE TOTALS	345,955.00	.00	345,955.00	.00	.00	.00	345,955.00	0%	364,828.26
	EXPENSE TOTALS	345,955.00	.00	345,955.00	.00	.00	38,227.16	307,727.84	11%	384,688.85
	Fund 186 - LIBRARY DEBT SERVICE FUND Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$38,227.16)	\$38,227.16		(\$19,860.59)
Fund 187 - LIBRARY CAPITAL IMPROVEMENT FD										
REVENUE										
Department 48 - LIBRARY										
Business Unit 4862 - LIBRARY CAPITAL IMPROVEMENT										
56060	BOND PROCEEDS	3,774,500.00	.00	3,774,500.00	.00	.00	.00	3,774,500.00	0	.00
	Business Unit 4862 - LIBRARY CAPITAL IMPROVEMENT Totals	\$3,774,500.00	\$0.00	\$3,774,500.00	\$0.00	\$0.00	\$0.00	\$3,774,500.00	0%	\$0.00
	Department 48 - LIBRARY Totals	\$3,774,500.00	\$0.00	\$3,774,500.00	\$0.00	\$0.00	\$0.00	\$3,774,500.00	0%	\$0.00
	REVENUE TOTALS	\$3,774,500.00	\$0.00	\$3,774,500.00	\$0.00	\$0.00	\$0.00	\$3,774,500.00	0%	\$0.00
EXPENSE										
Department 48 - LIBRARY										
Business Unit 4862 - LIBRARY CAPITAL IMPROVEMENT										
65515	OTHER IMPROVEMENTS	3,774,500.00	.00	3,774,500.00	76,386.39	552,582.36	135,167.64	3,086,750.00	18	.00
	Business Unit 4862 - LIBRARY CAPITAL IMPROVEMENT Totals	\$3,774,500.00	\$0.00	\$3,774,500.00	\$76,386.39	\$552,582.36	\$135,167.64	\$3,086,750.00	18%	\$0.00
	Department 48 - LIBRARY Totals	\$3,774,500.00	\$0.00	\$3,774,500.00	\$76,386.39	\$552,582.36	\$135,167.64	\$3,086,750.00	18%	\$0.00
	EXPENSE TOTALS	\$3,774,500.00	\$0.00	\$3,774,500.00	\$76,386.39	\$552,582.36	\$135,167.64	\$3,086,750.00	18%	\$0.00
Fund 187 - LIBRARY CAPITAL IMPROVEMENT FD Totals										
	REVENUE TOTALS	3,774,500.00	.00	3,774,500.00	.00	.00	.00	3,774,500.00	0%	.00
	EXPENSE TOTALS	3,774,500.00	.00	3,774,500.00	76,386.39	552,582.36	135,167.64	3,086,750.00	18%	.00
	Fund 187 - LIBRARY CAPITAL IMPROVEMENT FD Totals	\$0.00	\$0.00	\$0.00	(\$76,386.39)	(\$552,582.36)	(\$135,167.64)	\$687,750.00		\$0.00
Grand Totals										
	REVENUE TOTALS	11,370,800.00	.00	11,370,800.00	(60.25)	.00	3,578,698.13	7,792,101.87	31%	7,380,658.58
	EXPENSE TOTALS	11,370,800.00	.00	11,370,800.00	336,553.78	670,256.79	2,845,485.56	7,855,057.65	31%	7,169,893.25
	Grand Totals	\$0.00	\$0.00	\$0.00	(\$336,614.03)	(\$670,256.79)	\$733,212.57	(\$62,955.78)		\$210,765.33

Endowment for the Evanston Public Library
Holdings as of May 31, 2017

	Symbol	Shares/Quantity	Price	Value as of 10/31/2016	% of portfolio	% of portfolio by asset class	
Vanguard S&P 500 Index Fund	VFIAX	6957.708	\$223.38	\$1,554,212.81	38.4%		
Vanguard Small-Cap Index Fund	VSMAX	3698.094	\$63.69	\$235,531.61	5.8%		
Vanguard REIT Index Fund	VGSLX	1751.146	\$116.56	\$204,113.58	5.0%		
Vanguard Total International Stock Index Fund	VTIAX	13700.511	\$28.03	\$384,025.32	9.5%		
Vanguard Emerging Markets Stock Index Fund	VEMAX	6463.409	\$33.84	\$218,721.76	5.4%	64.2%	
Vanguard Federal Money Market Fund	VMFXX	388646.920	\$1.00	\$388,646.92	9.6%	9.6%	
US Treasury TIPS Notes, maturing 1/25, 2.375%		100000.000	\$115.578	\$149,483.96	3.7%		
US Treasury TIPS Notes, maturing 1/26, 2.0%		100000.000	\$113.848	\$139,841.77	3.5%		
US Treasury TIPS Notes, maturing 2/40, 2.125%		100000.000	\$126.696	\$142,906.75	3.5%		
US Treasury TIPS Notes, maturing 2/42, 0.75%		150000.000	\$96.928	\$156,867.79	3.9%	14.6%	
Vanguard Short-Term Investment Grade Bond Fund	VFSUX	26230.638	\$10.69	\$280,405.52	6.9%		
Merrill Lynch	8/28/2017	4.352% YTM	45000.000	\$101.157	\$45,520.65	1.1%	
JP Morgan Chase	1/15/2018	4.036% YTM	45000.000	\$102.631	\$46,183.95	1.1%	
HSBC Finance	2/15/2018	4.383% YTM	41000.000	\$102.225	\$41,912.25	1.0%	
General Electric Capital	4/15/2018	4.510% YTM	10000.000	\$104.080	\$10,408.00	0.3%	
Becton Dickinson	8/1/2019	3.122% YTM	43000.000	\$108.832	\$46,797.76	1.2%	11.6%
				\$4,045,580.40		100.0%	

Cash Equivalents	9.6%
US Treasury Inflation Protected Securities	14.6%
Corporate Bonds	11.6%
Domestic Equities	49.3%
International Equities	14.9%
	100.0%



Memorandum

To: Evanston Public Library Board of Trustees
From: Karen Danczak Lyons, Library Director
Subject: Library Board Meeting Schedule for 2017
Date: November 9, 2016

Traditionally the Library Board meets on the third Wednesday of the month at 6:30 p.m. The proposed 2017 Board meeting dates are on the third Wednesday of the month with the exception of a special budget meeting and the regular Board meeting, both in September.

I recommend Board approval of the following Board meetings for 2017:

January 18th
February 15th
March 15th
April 19th
May 17th
June 21st
July 19th
August 16th
September 6th (special budget meeting)
September 13th (Public Hearing on budget)*
October 18th (Truth in Taxation Hearing)
November 15th (Adoption of Tax Levy)
December 20th

*Regular Board meeting on September 13th is on the second Wednesday of the month. A meeting on September 20th would conflict with Rosh Hashana.

INTERGOVERNMENTAL LIBRARY AGREEMENT

THIS AGREEMENT dated as of _____, 2017 is by and between the units of local government enumerated in Exhibit A (“each a “Member Library” and in the aggregate “Member Libraries”) (“Agreement”). The Agreement becomes effective on the date on which all the Member Libraries have approved this Agreement and adopted it in the manner required by law.

WHEREAS, Illinois units of local government are authorized, under the provisions of Article VII, Section 10 of the Constitution of the State of Illinois, the Intergovernmental Cooperation Act, to enter into intergovernmental agreements to jointly exercise any power or powers, privileges, functions, or authority exercised by a public agency of the State of Illinois unless expressly prohibited by law; and

WHEREAS, the Member Libraries provide library services to their respective communities; and

WHEREAS, the Member Libraries are seeking to memorialize and document their activities with respect to the joint purchase and provision to their respective communities of certain e-content known as My Media Mall on the Overdrive platform; and

WHEREAS, the Member Libraries continue to have an individual and joint interest in leveraging their purchasing power and authority to provide online electronic content to their respective patrons; and

WHEREAS, the Member Libraries wish to memorialize their individual and joint rights and responsibilities in regard to contracting and delivering e-content; and

WHEREAS, the Member Libraries find it to be in each of their respective interests to enter into this Agreement to form a consortium to jointly contract for and deliver electronic content;

NOW, THEREFORE, in consideration for the foregoing recitals, and the mutual covenants and promises contained below, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

SECTION ONE: THE CONSORTIUM

1.1 The Member Libraries hereby establish a consortium of local government library entities to be known as the Electronic Content Consortium (“ECC”). Member Libraries may join as an individual unit or choose to be represented under an umbrella organization. The initial membership of the consortium shall be comprised of the units of local government enumerated in Exhibit A.

1.2 The purpose of the ECC is to achieve economies of scale by jointly negotiating and purchasing electronic content as may be deemed appropriate and authorized by the Member Libraries.

1.3 Each Member Library, regardless of whether the Member Library is an individual member or a member under an umbrella organization, shall appoint a representative to ECC and each individual Member Library shall have one vote on all ECC matters.

1.4 Upon the date of adoption of this Agreement by the 60th Member Library (“Formation Date”), the Member Libraries of ECC shall proceed to elect an Executive Committee consisting of nine (9) individuals from the Member Libraries. An election administrator (“Election Administrator”) shall be chosen by the Member Libraries to conduct the election. Each Member Library shall have 21 days from the Formation Date in which to send to the Election Administrator a nomination for the Executive Committee slate. If the number of nominees for the election of the first Executive Committee exceeds the number of seats on the Executive Committee, there will be an all Member Library election to determine the members of the Executive Committee. The Election Administrator shall manage the election as described hereafter. Said first Executive Committee election will be held within 21 days of the close of the nominations and may be performed by electronic means with each Member Library having one vote. The members of the first Executive Committee will be those candidates receiving the highest number of votes. In the event of a tie, a runoff election will be held within five (5) days of the close of the election. The runoff may be performed by electronic means with each Member Library having one vote.

1.5 The members of the Executive Committee shall appoint a Chair, Vice-Chair, Treasurer, and Secretary. The Chair, Vice-Chair, Treasurer and Secretary shall each serve two-year terms and their successors shall be determined in the same manner of election as the initial Chairperson, Treasurer and Secretary.

- 1.6 The Executive Committee shall have the following duties:
- A. To develop bylaws or other organizational documents that will govern how the business of the ECC will be conducted.
 - B. To identify opportunities and negotiate contracts on behalf of the Member Libraries and present such contracts for acceptance by in person or electronic vote.
 - C. To review the operation of ECC and recommend to the Member Libraries any operational changes to ECC it deems necessary or advisable.
 - D. The Executive Committee shall meet no less frequently than once per calendar quarter.
- 1.7 Each member of the Executive Committee shall have one vote on matters considered by that Committee. Two-thirds of the members of the Executive Committee shall constitute a quorum for the transaction of business at any meeting of that Committee. Any matter approved by a majority vote at a meeting of the Executive Committee shall be presented to the membership for in person or electronic approval.
- 1.8 An annual meeting of the membership shall be held each year on the first Thursday of March. The Chairman of the Executive Committee shall preside over said annual meeting.
- 1.9 Following the election of the initial Executive Committee and the subsequent appointment of the Chair, Vice-Chair, Secretary, and Treasurer, the members of ECC shall enact bylaws governing the operations of ECC and its committee(s) and officers.

SECTION TWO: MEMBER LIBRARY RESPONSIBILITIES

Each Member Library shall:

- 2.1 Pay the ECC or its agent, any other amounts due for online electronic content agreements ECC has entered into with approval by the Member Libraries. In the event any Member Library fails to timely pay its obligations for online electronic content within ten (10) days of the due date, the Executive Committee may suspend that Library Member's membership status. If said Library Member fails to pay the full amount due in accordance with the provisions of the Illinois Local Government Prompt Payment

Act, the Executive Committee may recommend to the membership any action it may deem appropriate, including termination of said Member Library's membership in the ECC.

2.2 Utilize all online electronic content made available to Library Members under the terms of this Agreement only as authorized in the respective online electronic content agreements which have been executed by ECC.

SECTION THREE: LIBRARY MEMBER MEETINGS AND MEMBERSHIP

3.1 The Annual Meeting of the Members shall be held on the first Thursday in March.

Written notice of each meeting of the Library Members, stating the date, time, and place of the meeting shall be delivered not less than ten (10) nor more than sixty (60) days before the date of the meeting. Notice of the meeting may be delivered by mail or electronic means. The Chair shall preside over the annual meeting of Library Members.

SECTION FOUR: INDEMNIFICATION

4.1 Each member of ECC shall indemnify and hold harmless the other members of ECC for its acts and omissions arising out of this Agreement.

SECTION FIVE: TERM OF AGREEMENT

5.1 Library Members may voluntarily terminate membership at anytime after one year of participation in ECC by providing written notice to the Chair of the Executive Committee no less than ninety (90) days prior to the proposed termination date.

5.2 This Agreement may be terminated by an affirmative vote of 2/3 of the Library Members of the ECC.

5.3 Termination of this Agreement shall not eliminate or reduce any obligation for Library Members to pay amounts due under ECC contracts signed during the terminating Library Member's membership in ECC.

SECTION SIX: RESIDUAL RELATIONSHIPS

6.1 Non-members will be allowed to continue to participate in the My Media Mall platform through the end of any contract signed before the date of this Agreement (the "Non-Member Libraries"). The

Non-Member Libraries will be liable for any payments under existing contracts but do not have voting or management rights with respect to the ECC.

SECTION SEVEN: BINDING EFFECT

7.1 This Agreement shall be binding upon and inure to the benefit of the successors and assignees of the parties as if they too were parties to this Agreement.

7.2 No party shall have the right, however, to assign this Agreement without the prior written consent of the Chair of the Executive Committee following approval by a 2/3 majority of ECC members.

SECTION EIGHT: SEVERABILITY OF PROVISIONS

8.1 The invalidity of any provision of this Agreement shall not render invalid any other provision herein. If for any reason any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severed and this Agreement shall remain in full force and effect with that provision severed or modified by court order.

8.2 The failure of any party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, upon any other party imposed, shall not constitute, or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

8.3 The Waiver by either party of a breach of any term, covenant or condition herein shall not be deemed a waiver of such term, covenant or condition on any subsequent breach of the same or any other term, covenant or condition herein.

SECTION NINE: NOTICES

9.1 All notices required hereunder (other than notice of the Annual Meeting) shall be in writing and shall be served personally or by registered or certified mail, return receipt requested, upon the other at the party's principal administrative offices.

SECTION TEN: GOVERNING LAW

10.1 This Agreement shall be governed, interpreted and construed according to the laws of the State of Illinois.

SECTION ELEVEN: EXECUTION OF COUNTERPARTS

11.1 This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document.

SECTION TWELVE: AMENDMENT

12.1 Except as is specified herein, this Agreement contains the entire agreement of the parties and shall supersede any prior written or oral agreements or understandings. This Agreement may only be altered, modified or amended upon the written consent and agreement of the parties hereto duly adopted by the affirmative vote of 2/3 of the members.

12.2 This Section shall not be interpreted to preclude or limit, however, the amended or modifications of regulations, procedures or policies established by the parties hereto.

By:

President

Attest:

Secretary

**EXHIBIT A
MY MEDIA MALL MEMBERS**

INDIVIDUAL MEMBERS:

Alsip-Merrionette Park Public Library District
Antioch Public Library District
Benton Public Library District
Bloomington Public Library
Bloomington Public Library
Bradley Public Library District
Brookfield Public Library
Cary Area Public Library
Champaign Public Library
Cherry Valley Public Library District
Crete Public Library
Deerfield Public Library
Des Plaines Public Library
Eastern Illinois University - Booth Library
Elk Grove Village Public Library
Elmhurst Public Library
Evanston Public Library
Flossmoor Public Library
Fox Lake District Library
Fox River Grove Memorial Library
Gail Borden Public Library District
Glencoe Public Library
Glenside Public Library District
Glenview Public Library
Grayslake Area Public Library
Highland Park Public Library
Highwood Public Library
Huntley Area Public Library District
Illinois Heartland Library System
Itasca Community Library
Lake Bluff Library
Lake Forest Library
Lincolnwood Public Library District
Morton Grove Public Library
Mount Prospect Public Library
Niles Public Library
Northbrook Public Library
Palatine Public Library District
Prairie Trails Public Library District

Prospect Heights Public Library District
River East Public Library
Riverside Public Library
Rolling Meadows Library
Round Lake Area Library
Schaumburg Township District Library
Urbana Free Library
Villa Park Public Library
Warren-Newport Public Library
Wauconda Area Public Library
West Chicago Public Library
Westchester Public Library
Wilmette Public Library District
Winnetka-Northfield Library District
Wood Dale Public Library
Woodstock Public Library
Zion-Benton Public Library

MEMBERS UNDER UMBRELLA ORGANIZATION:

Allerton Public Library District
Arcola Community Unit School District #306
Arcola Public Library District
Armstrong Township High School District #225
Arthur Community Unit School District #305
Arthur Public Library District
Bement Community Unit School District #5
Bement Public Library District
Benton Public Library District
Bismarck-Henning Community Unit School District #1
Camargo Township District Library
Catlin Public Library District
Central Citizens' Library District
Champaign Community Unit 4 Schools
Charleston Carnegie Public Library
Charleston Community Unit School District #1
Chrisman Public Library
Cissna Park Community Library District
Clifton Public Library
Community Unit School District #6 of Edgar County
Danville Public Library
Donovan Community Unit School District #3

Elwood Township Carnegie Library
Georgetown Public Library
Gilman-Danforth District Library
Goose Creek Township Carnegie Library
Hoopeston Public Library District
Illinois Early Intervention Clearinghouse
Kansas Community Memorial Library
Lake Land College Library
Lakeview College of Nursing Library
Marshall Community Unit School District #C-2
Martinsville Public Library District
Martinsville Unit School District #C-3
Milford District Library
Monticello Community Unit School District #25
Moyer District Library
Newman Regional Library District
Oakwood Public Library District
Ogden Rose Public Library
Onarga Community Public Library District
Paris Carnegie Public Library
Paris Cooperative High School
Paxton Carnegie Library
Philo Public Library District
Piper City Public Library District
Rantoul Public Library
Salt Fork School District #512
Sheldon Public Library District
Shiloh Community Unit School District #1
Sidney Community Library
St. Joseph Community Consolidated School District #169
St. Joseph Township Swearingen Memorial Library
St. Joseph-Ogden High School District #305
Tolono Public Library District
Tolono Unit 7 School District
Tuscola Public Library
Villa Grove Community School District #302
Watseka Public Library
Westville Community Unit School District #2
Westville Public Library District
Willow Branch Township Library

**CITY OF EVANSTON
PROFESSIONAL SERVICES AGREEMENT**

The parties referenced herein desire to enter into an agreement for professional services for Evanston Public Library Facilities Project Management.

THIS AGREEMENT (hereinafter referred to as the “Agreement”) entered into this 26th day of June, 2017, between the Evanston Public Library, an Illinois municipal public library with a main library and administrative offices located at 1703 Orrington Avenue, and branches at 900 Chicago Avenue and 2026 Central Street in Evanston Illinois (hereinafter referred to as the “Library”), and Joan Naper, with her residence located at 1503 Oak Ave., #409, Evanston, IL 60201 (hereinafter referred to as the “Consultant”). Compensation for all basic Services (“the Services”) provided by the Consultant pursuant to the terms of this Agreement shall not exceed \$5,600.

I. COMMENCEMENT DATE

Consultant shall begin providing the Project Management Services effective June 26, 2017.

II. COMPLETION DATE

Consultant shall complete the Services by July 24th, 2017. Should a change in schedule be required, the initial four week contract may be modified in writing and agreed to in advance. This Agreement may be renewed after this term for up to two (2) two week extensions. No renewal shall begin until agreed to in writing by both parties prior to the completion date of the Agreement.

III. PAYMENTS

The Library shall pay Consultant those fees as provided here: Payment shall be made upon the submission and approval of a monthly invoice, as set forth in Exhibit- A – Project Deliverables. Any expenses in addition to those set forth here must be specifically approved by the Library in writing in advance.

IV. DESCRIPTION OF SERVICES

Consultant shall perform the services (the “Services”) set forth here: Services are those as defined in Exhibit A.

V. GENERAL PROVISIONS

A. Services. Consultant shall perform the Services in a professional and workmanlike manner. All Services performed and documentation (regardless of format) provided by Consultant shall be in accordance with the standards of

reasonable care and skill of the profession, free from errors or omissions, ambiguities, coordination problems, and other defects. Consultant shall require its employees to observe the working hours, rules, security regulations and holiday schedules of the Library while working and to perform its Services in a manner which does not unreasonably interfere with the Library's business and operations, or the business and operations of other tenants and occupants in the Library which may be affected by the work relative to this Agreement. Consultant shall take all necessary precautions to assure the safety of its employees who are engaged in the performance of the Services, all equipment and supplies used in connection therewith, and all property of Library or other parties that may be affected in connection therewith. If requested by the Library, Consultant shall promptly replace any employee or agent performing the Services if, in the opinion of the Library, the performance of the employee or agent is unsatisfactory.

Consultant is responsible for conforming its final work product to generally accepted professional standards for all work performed pursuant to this Agreement. Consultant is an independent Consultant and is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to, Worker's Compensation Insurance. Nothing in this Agreement accords any third-party beneficiary rights whatsoever to any non-party to this Agreement that any non-party may seek to enforce. Consultant acknowledges and agrees that should Consultant or its sub consultants provide false information, or fail to be or remain in compliance with this Agreement, the Library may void this Agreement. The Consultant warrants and states that it has read the Contract Documents, and agrees to be bound thereby, including all performance guarantees as respects Consultant's work and all indemnity and insurance requirements.

The Consultant shall obtain prior approval from the Library prior to subcontracting with any entity or person to perform any of the work required under this Agreement. If the Consultant subcontracts any of the services to be performed under this Agreement, the sub consultant agreement shall provide that the services to be performed under any such agreement shall not be sublet, sold, transferred, assigned or otherwise disposed of to another entity or person without the Library's prior written consent. The Consultant shall be responsible for the accuracy and quality of any sub consultant's work.

All sub consultant agreements shall include verbatim or by reference the provisions in this Agreement binding upon Consultant as to all Services provided by this Agreement, such that it is binding upon each and every sub consultant that does work or provides Services under this Agreement.

The Consultant shall cooperate fully with the Library, other Library contractors, the City of Evanston, other municipalities and local government officials, public utility companies, and others, as may be directed by the Library. This shall include attendance at meetings, discussions and hearings as

requested by the Library. . Consultant shall cooperate with the Library in scheduling and performing its Work to avoid conflict, delay in or interference with the work of others, if any, at the Project.

Except as otherwise provided herein, the nature and scope of Services specified in this Agreement may only be modified in writing and after approved by both parties. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representatives of the parties.

B. Representation and Warranties. Consultant represents and warrants that: (1) Consultant possesses and will keep in force all required licenses to perform the Services, (2) the employees of Consultant performing the Services are fully qualified, licensed as required, and skilled to perform the Services.

C. Termination. Library may, at any time, with or without cause, terminate this Agreement upon seven (7) days written notice to Consultant. If the Library terminates this agreement, the Library will make payment to Consultant for Services performed prior to termination. Payments made by the Library pursuant to this Agreement are subject to sufficient appropriations made by the Evanston Public Library and appropriations approved by Evanston City Council. In the event of termination resulting from non-appropriation or insufficient appropriation by the Evanston Public Library and approved by the City Council, the Library's obligations hereunder shall cease and there shall be no penalty or further payment required. In the event of an emergency or threat to the life, safety or welfare of the citizens of the City, the Library shall have the right terminate this Agreement without prior written notice. Within thirty (30) days of termination of this Agreement, the Consultant shall turn over to the Library any documents, drafts, and materials, including but not limited to, outstanding work product, data, studies, test results, source documents, and any other such items specifically identified by the Library related to the Services herein.

D. Independent Consultant. Consultant's status shall be that of an independent Consultant and not that of a servant, agent, or employee of the Evanston Public Library or City of Evanston. Consultant shall not hold Consultant out, nor claim to be acting, as a servant, agent or employee of the Evanston Public Library or City of Evanston. Consultant is not authorized to, and shall not, make or undertake any agreement, understanding, waiver or representation on behalf of the Evanston Public Library or City of Evanston. Consultant shall at its own expense comply with all applicable workers compensation, unemployment insurance, employer's liability, tax withholding, minimum wage and hour, and other federal, state, county and municipal laws, ordinances, rules, regulations and orders. Consultant agrees to abide by the Occupational Safety & Health Act of 1970 (OSHA), and as the same may be amended from time to time, applicable state and municipal safety and health laws and all regulations pursuant thereto.

E. Conflict of Interest. Consultant represents and warrants that no prior or present services provided by Consultant to third parties conflict with the interests of the Library or City of Evanston in respect to the Services being provided hereunder except as shall have been expressly disclosed in writing by Consultant to the Library and consented to in writing to the Library.

F. Ownership of Documents and Other Materials. All originals, duplicates and other documents or materials required to be furnished by Consultant hereunder, including drafts and reproduction copies thereof, shall be and remain the exclusive property of the Library, and the Library shall have the unlimited right to publish and use all or any part of the same without payment of any additional royalty, charge, or other compensation to Consultant. Upon the termination of this Agreement, or upon request of the Library, during any stage of the Services, Consultant shall promptly deliver all such materials to the Library. Consultant shall not publish, transfer, license or, except in connection with carrying out obligations under this Agreement, use or reuse all or any part of such reports and other documents, including working pages, without the prior written approval of the Library, provided, however, that Consultant may retain copies of the same for Consultant's own general reference.

G. Payment. Invoices for payment shall be submitted by Consultant to Library at the address set forth above, together with reasonable supporting documentation, Library may require such additional supporting documentation as Library reasonably deems necessary or desirable. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, after Library's receipt of an invoice and all such supporting documentation.

H. Right to Audit. Consultant shall for a period of three years following performance of the Services, keep and make available for the inspection, examination and audit by Library or Library's authorized employees, agents or representatives, at all reasonable time, all records respecting the services and expenses incurred by Consultant, including without limitation, all book, accounts, memoranda, receipts, ledgers, canceled checks, and any other documents indicating, documenting, verifying or substantiating the cost and appropriateness of any and all expenses. If any invoice submitted by Consultant is found to have been overstated, Consultant shall provide Library an immediate refund of the overpayment together with interest at the highest rate permitted by applicable law, and shall reimburse all of Library's expenses for and in connection with the audit respecting such invoice.

I. Indemnity. Consultant shall defend, indemnify and hold harmless the Library and its officers, elected and appointed officials, agents, and employees from any and all liability, losses, or damages as a result of claims, demands, suits, actions, or proceedings of any kind or nature, including but not limited to costs, and fees, including attorney's fees, judgments or settlements, resulting

from or arising out of any negligent or willful act or omission on the part of the Consultant or Consultant's subcontractors, employees, agents or subcontractors during the performance of this Agreement. Such indemnification shall not be limited by reason of the enumeration of any insurance coverage herein provided. This provision shall survive completion, expiration, or termination of this Agreement.

Nothing contained herein shall be construed as prohibiting the Library, or its officers, agents, or employees, from defending through the selection and use of their own agents, attorneys, and experts, any claims, actions or suits brought against them. The Consultant shall be liable for the costs, fees, and expenses incurred in the defense of any such claims, actions, or suits. Nothing herein shall be construed as a limitation or waiver of defenses available to the Library and employees and agents, including but not limited to the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.*

At the City Corporation Counsel's option, Consultant must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the Library and City of Evanston has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Consultant of any of its obligations under this Agreement. Any settlement of any claim or suit related to this Agreement by Consultant must be made only with the prior written consent of the City Corporation Counsel and the Library, if the settlement requires any action on the part of the City or the Library.

To the extent permissible by law, Consultant waives any limits to the amount of its obligations to indemnify, defend, or contribute to any sums due under any Losses, including any claim by any employee of Consultant that may be subject to the Illinois Workers Compensation Act, 820 ILCS 305/1 *et seq.* or any other related law or judicial decision, including but not limited to, *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991). The Library and City of Evanston, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code or any other statute.

Consultant shall be responsible for any losses and costs to repair or remedy work performed under this Agreement resulting from or arising out of any act or omission, neglect, or misconduct in the performance of its Work or its sub-Consultants' work. Acceptance of the work by the Library will not relieve the Consultant of the responsibility for subsequent correction of any such error, omissions and/or negligent acts or of its liability for loss or damage resulting therefrom. All provisions of this Section shall survive completion, expiration, or termination of this Agreement.

J. Confidentiality. In connection with this Agreement, Library may provide Consultant with information to enable Consultant to render the Services hereunder, or Consultant may develop confidential information for Library. Consultant agrees (i) to treat, and to obligate Consultant's employees to treat, as secret and confidential all such information whether or not identified by Library as confidential, (ii) not to disclose any such information or make available any reports, recommendations and /or conclusions which Consultant may make for Library to any person, firm or corporation or use the same in any manner whatsoever without first obtaining Library's written approval, and (iii) not to disclose to Library any information obtained by Consultant on a confidential basis from any third party unless Consultant shall have first received written permission from such third party to disclose such information.

Pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/7(2), records in the possession of others whom the Library has contracted with to perform a governmental function are covered by the Act and subject to disclosure within limited statutory timeframes (five (5) working days with a possible five (5) working day extension). Upon notification from the Library that it has received a Freedom of Information Act request that calls for records within the Consultant's control, the Consultant shall promptly provide all requested records to the Library so that the Library may comply with the request within the required timeframe. The Library and the Consultant shall cooperate to determine what records are subject to such a request and whether or not any exemptions to the disclosure of such records, or part thereof, is applicable. Vendor shall indemnify and defend the Library from and against all claims arising from the Library's exceptions to disclosing certain records which Vendor may designate as proprietary or confidential. Compliance by the Library with an opinion or a directive from the Illinois Public Access Counselor or the Attorney General under FOIA, or with a decision or order of Court with jurisdiction over the Library and the City, shall not be a violation of this Section.

K. Use of Library's Name or Picture of Property. Consultant shall not in the course of performance of this Agreement or thereafter use or permit the use of Library's name nor the name of any affiliate of the Library or City, nor any picture of or reference to its Services in any advertising, promotional or other materials prepared by or on behalf of Consultant, nor disclose or transmit the same to any other party.

L. No Assignments or Subcontracts. Consultant shall not assign or subcontract all or any part or its rights or obligations hereunder without Library's express prior written approval. Any attempt to do so without the Library's prior consent shall, at Library's option, be null and void and of no force or effect whatsoever. Consultant shall not employ, contract with, or use the services of any other third party in connection with the performance of the Services without the prior written consent of Library.

M. Compliance with Applicable Statutes, Ordinances and Regulations.

In performing the Services, Consultant shall comply with all applicable federal, state, county, and municipal statutes, ordinances and regulations, at Consultant's sole cost and expense, except to the extent expressly provided to the contrary herein. Whenever the Library deems it reasonably necessary for security reasons, the Library may conduct at its own expense, criminal and driver history background checks of Consultant's officers, employees, subcontractors, or agents. Consultant shall immediately reassign any such individual who in the opinion of the Library does not pass the background check.

N. Liens and Encumbrances. Consultant, for itself, , hereby waives and releases any and all statutory or common law or other such lien claims,.

O. Notices. Every notice or other communication to be given by either party to the other with respect to this Agreement, shall be in writing and shall not be effective for any purpose unless the same shall be served personally or by United States certified or registered mail, postage prepaid, addressed if to Library as follows: Evanston Public Library, 1703 Orrington Avenue, Evanston, Illinois 60201, Attention: Library Director and to Consultant at the address first above set forth, or at such other address or addresses as Library or Consultant may from time to time designate by notice given as above provided.

P. Attorney's Fees. In the event that the Library commences any action, suit, or other proceeding to remedy, prevent, or obtain relief from a breach of this Agreement by Consultant, or arising out of a breach of this Agreement by Consultant, the Library shall recover from the Consultant as part of the judgment against Consultant, its attorneys' fees and costs incurred in each and every such action, suit, or other proceeding.

Q. Waiver. Any failure or delay by Library to enforce the provisions of this Agreement shall in no way constitute a waiver by Library of any contractual right hereunder, unless such waiver is in writing and signed by Library.

R. Severability. In the event that any provision of this Agreement should be held void, or unenforceable, the remaining portions hereof shall remain in full force and effect.

S. Choice of Law. The rights and duties arising under this Agreement shall be governed by the laws of the State of Illinois. Venue for any action arising out or due to this Agreement shall be in Cook County, Illinois. The Library shall not enter into binding arbitration to resolve any dispute under this Agreement. The Library does not waive tort immunity by entering into this Agreement.

T. Time. Consultant agrees all time limits provided in this Agreement and any Addenda or Exhibits hereto are of essence to this Agreement. Consultant shall continue to perform its obligations while any dispute concerning the Agreement is being resolved, unless otherwise directed by the Library.

V. Survival. Except as expressly provided to the contrary herein, all provisions of this Agreement shall survive all performances hereunder including the termination of the Consultant.

VI. EQUAL EMPLOYMENT OPPORTUNITY

In the event of the Consultant's noncompliance with any provision of Section 1-12-5 of the Evanston City Code, the Illinois Human Rights Act or any other applicable law, the Consultant may be declared nonresponsible and therefore ineligible for future contracts or subcontracts with the Library, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

During the performance of the contract, the Consultant agrees as follows:

A. That it will not discriminate against any employee or applicant for employment or volunteer because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, or age or physical or mental disabilities that do not impair ability to work, and further that it will examine all job classifications and volunteer position descriptions to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization. Consultant shall comply with all requirements of City of Evanston Code Section 1-12-5.

B. That, in all solicitations or advertisements for employees or volunteers placed by it on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, or disability.

VII. SEXUAL HARASSMENT POLICY

The Consultant certifies pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105 *et. seq.*), that it has a written sexual harassment policy that includes, at a minimum, the following information:

- A.** The illegality of sexual harassment;
- B.** The definition of sexual harassment under State law;
- C.** A description of sexual harassment utilizing examples;
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Illinois Department of Human Rights and the Human Rights Commission, and directions on how to contact both; and

F. Protection against retaliation as provided to the Department of Human Rights.

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A. Consultant acknowledges and agrees that should Consultant or its sub consultant provide false information, or fail to be or remain in compliance with the Agreement, the Library may void this Agreement.

B. Consultant certifies that it and its employees will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. Section 1201 et seq.) and applicable rules in performance under this Agreement.

C. If Consultant, or any officer, director, partner, or other managerial agent of Consultant, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Consultant certifies at least five years have passed since the date of the conviction.

D. Consultant certifies that it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any State in the U.S., nor made any admission of guilt of such conduct that is a matter of record. (720 ILCS 5/33 E-3, E-4).

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F. Consultant certifies that it is properly formed and existing legal entity, and as applicable, has obtained an assumed name certificate from the appropriate authority, or has registered to conduct business in Illinois and is in good standing with the Illinois Secretary of State.

G. If more favorable terms are granted by Consultant to any similar governmental entity in any state in a contemporaneous agreement let under the same or similar financial terms and circumstances for comparable supplies or services, the more favorable terms shall be applicable under this Agreement.

H. Consultant certifies that it is not delinquent in the payment of any fees, fines, damages, or debts to the City of Evanston.

IX. INTEGRATION

This Agreement, together with Exhibit A sets forth all the covenants, conditions and promises between the parties with regard to the subject matter set forth herein. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement. This Agreement has been negotiated and entered into by each party with the opportunity to consult with its counsel regarding the terms therein. No portion of the Agreement shall be construed against a party due to the fact that one party drafted that particular portion as the rule of *contra proferentem* shall not apply.

In the event of any inconsistency between this Agreement, and any Exhibits, this Agreement shall control over the Exhibits. In no event shall any proposal or contract form submitted by Consultant be part of this Agreement unless agreed to in a writing signed by both parties and attached and referred to herein as an Addendum, and in such event, only the portions of such proposal or contract form consistent with this Agreement and Exhibits hereto shall be part hereof.

IN WITNESS WHEREOF, the parties hereto have each approved and executed this Agreement on the day, month and year first above written.

CONSULTANT:

**Evanston Public Library
1703 ORRINGTON AVENUE
EVANSTON, IL 60201**

Signature_____

Signature_____

Name: Joan Naper

Name: Karen Danczak Lyons

FEIN Number: _____

Date: _____

Date: _____

Exhibit A

Consultant will report to the Library Director and a mutually acceptable work schedule will be developed. Weekly work is not to exceed 20 hours. Consultant will submit a monthly invoice which includes timesheets and summary of work performed. Consultant will be compensated on a monthly basis subject to review and approval of invoice and documentation. Consultant will be offered Library work space, City of Evanston email address, Wi-Fi network, and copiers/printers in order to complete assignments.

Consultant will be compensated at \$35 per hour. The total for the initial 4 weeks of work will not exceed \$2,800.

Consultant will write and publish the bi-weekly newsletter highlighting programs and events of interest using GovDelivery digital communications. As needed, the Consultant will write press releases that feature content of significant interest to the residents of Evanston. Consultant will work closely with the Library Director and seek guidance as needed before publishing any content or distributing press releases.



Memorandum

To: Evanston Public Library Facilities Committee

From: Karen Danczak Lyons, Library Director
John Devaney, Facilities Manager

Subject: Approval of Sole Source purchase – Lending Library Vending Machine

Date: May 12, 2016

Recommended Action:

Staff recommends Facilities Committee/Library Board approval of the proposal from Public Information Kiosk, Inc. an RTI Company of Lincolnwood IL, for the purchase of a Lending Library book vending machine in the amount of \$25,760.

Funding Source:

Funding source is the EPL 2017 CIP budget, account 187.4862.65515.

The Lending Library is built and distributed exclusively by Public Information Kiosk, Inc. an RTI Company of Lincolnwood IL. The Lending Library is the only Machine that has been manufactured exclusively for Libraries to distribute a variance of materials including Hardcover Fiction and Non Fiction books, books on tape, Video Tapes, DVDS and CD's and play away books on tape.

The Evanston Public Library requires a Book Lending machine which must have the capabilities to communicate with our current ILS system, SIRSI/DYNIX Enterprise Version 4.5 via DLS, cable or wireless modems and be SIP2 compliant. It also must have the following specifications:

- Unit must verify the eligibility of the card to circulate the specific item in question, using the circulation parameters built into the system.
- In cases in which the circulation cannot take place, whether it's through excessive fines on the card, the card has expired or the card is blocked for another reason, the unit must give a coherent explanation to the customer of why the material cannot be checked out.
- Unit must produce a receipt for the customer when an item is checked out.

CITY OF EVANSTON
PROFESSIONAL SERVICES AGREEMENT

The parties referenced herein desire to enter into an agreement for professional services for Evanston Public Library Facilities Project Management.

THIS AGREEMENT (hereinafter referred to as the "Agreement") entered into this 26th day of June, 2017, between the Evanston Public Library, an Illinois municipal public library with a main library and administrative offices located at 1703 Orrington Avenue, and branches at 900 Chicago Avenue and 2026 Central Street in Evanston Illinois (hereinafter referred to as the "Library"), and Steve Johnson, with his office located at 1014 Maple Ave., Suite 100, Evanston, IL 60202 (hereinafter referred to as the "Consultant"). Compensation for all basic Services ("the Services") provided by the Consultant pursuant to the terms of this Agreement shall not exceed \$3,000.

I. COMMENCEMENT DATE

Consultant shall begin providing the Communications planning, branded content development and integrated media relations Project Management Services effective June 26, 2017.

II. COMPLETION DATE

Consultant shall complete the Services by December 31, 2017. Should a change in schedule be required, the initial six month contract may be modified in writing and agreed to in advance. This Agreement may be renewed after this term for up to two (2) two month extensions. No renewal shall begin until agreed to in writing by both parties prior to the completion date of the Agreement.

III. PAYMENTS

The Library shall pay Consultant those fees as provided here: Payment shall be made upon the submission and approval of a monthly invoice, as set forth in Exhibit- A – Project Deliverables. Any expenses in addition to those set forth here must be specifically approved by the Library in writing in advance.

IV. DESCRIPTION OF SERVICES

Consultant shall perform the services (the "Services") set forth here: Services are those as defined in Exhibit A.

V. GENERAL PROVISIONS

A. Services. Consultant shall perform the Services in a professional and workmanlike manner. All Services performed and documentation (regardless of

format) provided by Consultant shall be in accordance with the standards of reasonable care and skill of the profession, free from errors or omissions, ambiguities, coordination problems, and other defects. Consultant shall require its employees to observe the working hours, rules, security regulations and holiday schedules of the Library while working and to perform its Services in a manner which does not unreasonably interfere with the Library's business and operations, or the business and operations of other tenants and occupants in the Library which may be affected by the work relative to this Agreement. Consultant shall take all necessary precautions to assure the safety of its employees who are engaged in the performance of the Services, all equipment and supplies used in connection therewith, and all property of Library or other parties that may be affected in connection therewith. If requested by the Library, Consultant shall promptly replace any employee or agent performing the Services if, in the opinion of the Library, the performance of the employee or agent is unsatisfactory.

Consultant is responsible for conforming its final work product to generally accepted professional standards for all work performed pursuant to this Agreement. Consultant is an independent Consultant and is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to, Worker's Compensation Insurance. Nothing in this Agreement accords any third-party beneficiary rights whatsoever to any non-party to this Agreement that any non-party may seek to enforce. Consultant acknowledges and agrees that should Consultant or its sub consultants provide false information, or fail to be or remain in compliance with this Agreement, the Library may void this Agreement. The Consultant warrants and states that it has read the Contract Documents, and agrees to be bound thereby, including all performance guarantees as respects Consultant's work and all indemnity and insurance requirements.

The Consultant shall obtain prior approval from the Library prior to subcontracting with any entity or person to perform any of the work required under this Agreement. If the Consultant subcontracts any of the services to be performed under this Agreement, the sub consultant agreement shall provide that the services to be performed under any such agreement shall not be sublet, sold, transferred, assigned or otherwise disposed of to another entity or person without the Library's prior written consent. The Consultant shall be responsible for the accuracy and quality of any sub consultant's work.

All sub consultant agreements shall include verbatim or by reference the provisions in this Agreement binding upon Consultant as to all Services provided by this Agreement, such that it is binding upon each and every sub consultant that does work or provides Services under this Agreement.

The Consultant shall cooperate fully with the Library, other Library contractors, the City of Evanston, other municipalities and local government officials, public utility companies, and others, as may be directed by the Library.

This shall include attendance at meetings, discussions and hearings as requested by the Library. Consultant shall cooperate with the Library in scheduling and performing its Work to avoid conflict, delay in or interference with the work of others, if any, at the Project.

Except as otherwise provided herein, the nature and scope of Services specified in this Agreement may only be modified in writing and after approved by both parties. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representatives of the parties.

B. Representation and Warranties. Consultant represents and warrants that: (1) Consultant possesses and will keep in force all required licenses to perform the Services, (2) the employees of Consultant performing the Services are fully qualified, licensed as required, and skilled to perform the Services.

C. Termination. Library may, at any time, with or without cause, terminate this Agreement upon seven (7) days written notice to Consultant. If the Library terminates this agreement, the Library will make payment to Consultant for Services performed prior to termination. Payments made by the Library pursuant to this Agreement are subject to sufficient appropriations made by the Evanston Public Library and appropriations approved by Evanston City Council. In the event of termination resulting from non-appropriation or insufficient appropriation by the Evanston Public Library and approved by the City Council, the Library's obligations hereunder shall cease and there shall be no penalty or further payment required. In the event of an emergency or threat to the life, safety or welfare of the citizens of the City, the Library shall have the right terminate this Agreement without prior written notice. Within thirty (30) days of termination of this Agreement, the Consultant shall turn over to the Library any documents, drafts, and materials, including but not limited to, outstanding work product, data, studies, test results, source documents, and any other such items specifically identified by the Library related to the Services herein.

D. Independent Consultant. Consultant's status shall be that of an independent Consultant and not that of a servant, agent, or employee of the Evanston Public Library or City of Evanston. Consultant shall not hold Consultant out, nor claim to be acting, as a servant, agent or employee of the Evanston Public Library or City of Evanston. Consultant is not authorized to, and shall not, make or undertake any agreement, understanding, waiver or representation on behalf of the Evanston Public Library or City of Evanston. Consultant shall at its own expense comply with all applicable workers compensation, unemployment insurance, employer's liability, tax withholding, minimum wage and hour, and other federal, state, county and municipal laws, ordinances, rules, regulations and orders. Consultant agrees to abide by the Occupational Safety & Health Act

of 1970 (OSHA), and as the same may be amended from time to time, applicable state and municipal safety and health laws and all regulations pursuant thereto.

E. Conflict of Interest. Consultant represents and warrants that no prior or present services provided by Consultant to third parties conflict with the interests of the Library or City of Evanston in respect to the Services being provided hereunder except as shall have been expressly disclosed in writing by Consultant to the Library and consented to in writing to the Library.

F. Ownership of Documents and Other Materials. All originals, duplicates and other documents or materials required to be furnished by Consultant hereunder, including drafts and reproduction copies thereof, shall be and remain the exclusive property of the Library, and the Library shall have the unlimited right to publish and use all or any part of the same without payment of any additional royalty, charge, or other compensation to Consultant. Upon the termination of this Agreement, or upon request of the Library, during any stage of the Services, Consultant shall promptly deliver all such materials to the Library. Consultant shall not publish, transfer, license or, except in connection with carrying out obligations under this Agreement, use or reuse all or any part of such reports and other documents, including working pages, without the prior written approval of the Library, provided, however, that Consultant may retain copies of the same for Consultant's own general reference.

G. Payment. Invoices for payment shall be submitted by Consultant to Library at the address set forth above, together with reasonable supporting documentation, Library may require such additional supporting documentation as Library reasonably deems necessary or desirable. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, after Library's receipt of an invoice and all such supporting documentation.

H. Right to Audit. Consultant shall for a period of three years following performance of the Services, keep and make available for the inspection, examination and audit by Library or Library's authorized employees, agents or representatives, at all reasonable time, all records respecting the services and expenses incurred by Consultant, including without limitation, all book, accounts, memoranda, receipts, ledgers, canceled checks, and any other documents indicating, documenting, verifying or substantiating the cost and appropriateness of any and all expenses. If any invoice submitted by Consultant is found to have been overstated, Consultant shall provide Library an immediate refund of the overpayment together with interest at the highest rate permitted by applicable law, and shall reimburse all of Library's expenses for and in connection with the audit respecting such invoice.

I. Indemnity. Consultant shall defend, indemnify and hold harmless the Library and its officers, elected and appointed officials, agents, and employees from any and all liability, losses, or damages as a result of claims, demands,

suits, actions, or proceedings of any kind or nature, including but not limited to costs, and fees, including attorney's fees, judgments or settlements, resulting from or arising out of any negligent or willful act or omission on the part of the Consultant or Consultant's subcontractors, employees, agents or subcontractors during the performance of this Agreement. Such indemnification shall not be limited by reason of the enumeration of any insurance coverage herein provided. This provision shall survive completion, expiration, or termination of this Agreement.

Nothing contained herein shall be construed as prohibiting the Library, or its officers, agents, or employees, from defending through the selection and use of their own agents, attorneys, and experts, any claims, actions or suits brought against them. The Consultant shall be liable for the costs, fees, and expenses incurred in the defense of any such claims, actions, or suits. Nothing herein shall be construed as a limitation or waiver of defenses available to the Library and employees and agents, including but not limited to the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.*

At the City Corporation Counsel's option, Consultant must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the Library and City of Evanston has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Consultant of any of its obligations under this Agreement. Any settlement of any claim or suit related to this Agreement by Consultant must be made only with the prior written consent of the City Corporation Counsel and the Library, if the settlement requires any action on the part of the City or the Library.

To the extent permissible by law, Consultant waives any limits to the amount of its obligations to indemnify, defend, or contribute to any sums due under any Losses, including any claim by any employee of Consultant that may be subject to the Illinois Workers Compensation Act, 820 ILCS 305/1 *et seq.* or any other related law or judicial decision, including but not limited to, *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991). The Library and City of Evanston, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code or any other statute.

Consultant shall be responsible for any losses and costs to repair or remedy work performed under this Agreement resulting from or arising out of any act or omission, neglect, or misconduct in the performance of its Work or its sub-Consultants' work. Acceptance of the work by the Library will not relieve the Consultant of the responsibility for subsequent correction of any such error, omissions and/or negligent acts or of its liability for loss or damage resulting therefrom. All provisions of this Section shall survive completion, expiration, or termination of this Agreement.

J. Confidentiality. In connection with this Agreement, Library may provide Consultant with information to enable Consultant to render the Services hereunder, or Consultant may develop confidential information for Library. Consultant agrees (i) to treat, and to obligate Consultant's employees to treat, as secret and confidential all such information whether or not identified by Library as confidential, (ii) not to disclose any such information or make available any reports, recommendations and /or conclusions which Consultant may make for Library to any person, firm or corporation or use the same in any manner whatsoever without first obtaining Library's written approval, and (iii) not to disclose to Library any information obtained by Consultant on a confidential basis from any third party unless Consultant shall have first received written permission from such third party to disclose such information.

Pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/7(2), records in the possession of others whom the Library has contracted with to perform a governmental function are covered by the Act and subject to disclosure within limited statutory timeframes (five (5) working days with a possible five (5) working day extension). Upon notification from the Library that it has received a Freedom of Information Act request that calls for records within the Consultant's control, the Consultant shall promptly provide all requested records to the Library so that the Library may comply with the request within the required timeframe. The Library and the Consultant shall cooperate to determine what records are subject to such a request and whether or not any exemptions to the disclosure of such records, or part thereof, is applicable. Vendor shall indemnify and defend the Library from and against all claims arising from the Library's exceptions to disclosing certain records which Vendor may designate as proprietary or confidential. Compliance by the Library with an opinion or a directive from the Illinois Public Access Counselor or the Attorney General under FOIA, or with a decision or order of Court with jurisdiction over the Library and the City, shall not be a violation of this Section.

K. Use of Library's Name or Picture of Property. Consultant shall not in the course of performance of this Agreement or thereafter use or permit the use of Library's name nor the name of any affiliate of the Library or City, nor any picture of or reference to its Services in any advertising, promotional or other materials prepared by or on behalf of Consultant, nor disclose or transmit the same to any other party.

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B. Consultant certifies that it and its employees will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. Section 1201 et seq.) and applicable rules in performance under this Agreement.

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F. Consultant certifies that it is properly formed and existing legal entity, and as applicable, has obtained an assumed name certificate from the appropriate authority, or has registered to conduct business in Illinois and is in good standing with the Illinois Secretary of State.

G. If more favorable terms are granted by Consultant to any similar governmental entity in any state in a contemporaneous agreement let under the same or similar financial terms and circumstances for comparable supplies or services, the more favorable terms shall be applicable under this Agreement.

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IN WITNESS WHEREOF, the parties hereto have each approved and executed this Agreement on the day, month and year first above written.

CONSULTANT:

**Evanston Public Library
1703 ORRINGTON AVENUE
EVANSTON, IL 60201**

Signature_____

Signature_____

Name: Steve Johnson

Name: Karen Danczak Lyons

FEIN Number: _46-3518590__

Date: _____

Date: __June 16, 2017_____

Exhibit A

SJC views this opportunity as a seasonal game. A short burst of activity is not the effective route to generate awareness, amplify credibility, and drive action to partnership. There needs to be a steady drumbeat, no matter how deftly it is stroked. This would be a project-to-retainer based relationship.

An initial calendar of July to December, 2017:

- Communications plan development (July) -- \$4,000
- Monthly retainer (July – December) -- \$1,000 – targeting 10 hours per month – flexible based on actual constraints and needs
- Base media materials development
- Press release development, distribution and pitching
- Social media content development/editing and calendar coordination
- On-going positioning paper development and distribution
- Senior staff/all-staff message coaching sessions
- **TOTAL -- \$10,000**

THIS BUDGET DOES NOT INCLUDE ANY OUT-OF-POCKET EXPENSES THAT MAY NEED TO BE INCURRED IN CONTENT DEVELOPMENT. NO EXPENSES WILL BE INCURRED WITHOUT PRIOR APPROVAL OF THE LIBRARY DIRECTOR

As a once and current Evanston resident, I look at this potential relationship as a privilege as much as an opportunity.

Thus, I will propose invoicing for only half of the estimated budget and donating the other half as in-kind:

- Communications plan development (July) -- \$0
- Monthly retainer (July – December) -- \$500
- **TOTAL -- \$3,000**

Consultant will report to the Library Director and a mutually acceptable work schedule will be developed. Consultant will submit a monthly invoice which includes summary of work performed. Consultant will be compensated on a monthly basis subject to review and approval of invoice and documentation. Consultant will be offered Library work

space, City of Evanston email address, Wi-Fi network, and copiers/printers in order to complete assignments.

Consultant will be compensated at \$500 per month. The total for the initial 6 months of work will not exceed \$3,000.

- Unit must check items out using the same parameters as are used on items for circulation through our check out stations in our buildings.
- Unit must be able to handle bar coded borrower's cards.
- Process logic should the machine lose connectivity to ILS server. (E.g. does it automatically go into a maintenance mode where circulation activity stops?).
- Reconnection to ILS server should be automatic
- Unit must be able to fit into and not to exceed a space measuring 75" high x 37.8" deep x 44" wide.
- Unit must be able to dispense books, audiobooks and/or DVDs
- Power supply must be 110 volt (60 HZ). Standard USA voltage.
- Shatter-resistant glass to prevent vandalism and theft, while still allowing customers to view titles held in lending machine
- Unit must have additional options available i.e.: LED Advertising light; and Graphic Wraps for side panels and Bin,
- The Lending Library™ is the only product engineered and manufactured exclusively for Library use which meets or exceeds the aforementioned requirements. It is delivered with proprietary software that is fully integrated and compatible with the EPL Libraries Management System.

The Lending Library by Public Information Kiosk, Inc. uses proprietary and copyrighted software and designs which have been successful and reliable in the distribution of Library Materials in locations that are remote from the Public Library Branch. RTI has provided several examples of their applications to EPL.

Public Information Kiosk, Inc. is the only vendor that exhibited at the ALA Mid-Winter conference in January 2017 in Atlanta Georgia, or at the July 2016 American Library Association Annual Conference in Orlando FL. a Library Kiosk with all of the qualifications denoted above and required by EPL. Over 3,000 exhibitors who sell to Libraries throughout the United States were present. Calls to the American Library Association in Chicago confirm that they know of no other vendor that provides a Book Distribution system with the attributes that the Evanston Public Library requires.

As a result of this information, we believe that the EPL's requirements for Sole Source Procurements have been met for the following reasons:

- There is only one source that meets the Libraries Requirements.
- The Compatibility of equipment with our existing systems is apparent.
- The Equipment is made in the USA and its support from Public Information Kiosk, Inc. and its Illinois home office has been highly recommended by Libraries thru-out the US.

- The Lending Library is the only Library Distribution machine that will fit into the available space available to the Library for installation at the Robert Crown Community Center.
- To competitively bid this product will add additional costs and time delays to the project and will result in this Company being the only qualified bidder.
- Competition is precluded due to patents and copyrights for the required software and designs which are held on the Lending Library™ by Public Information Kiosk, Inc. or its suppliers.

Summary:

This proposal includes the furnishing of the Lending Library, delivery, labor to install the unit, materials, freight, custom graphics wrap with EPL logo, first year maintenance (parts and labor), complete systems training/commissioning, and integration with ILS.

This unit purchase reflects special pricing and a show discount of 30%. The unit is new, and will be on display at the ALA (American Library Association) Show in June, 2017 at McCormick Place in Chicago, Illinois. The unit would be delivered directly to the Robert Crown Community Center, installed, and fully commissioned immediately after the show.

If the Facilities Committee approves, this purchase recommendation will be presented to the Library Board on June 21st 2017.



PUBLIC INFORMATION KIOSK, INC.
An RTI COMPANY
8205 Killean Way
Potomac, Maryland 20854 USA
301-916-1500 Ext 256 • Fax: 301-916-1181
WWW.PIKINC.NET / WWW.RTICO.COM

QUOTE

Exclusively for Evanston Public Library
Lending Library
5/8/17

One Lending Library©: Special Pricing for ALA Demo Unit

Inclusions : Lending Library Machine, First year maintenance fee (parts and labor), customized configuration for material types, complete system integration with IL S, and customized with library name and/or logo on Bin Art and Visual Touch Screen Panel.

Standard Barcode Model	\$30,500.00
Custom Graphics Wrap on side panels	1425.00
LED Message Board for Top of LL	465.00
Freight, Installation, Training	<u>4450.00</u>
Total Retail Price:	\$36,800.00

30% Disc. 1X Demo Price \$25,760.00

Special Quote valid for 10 days.

Pricing does not include applicable taxes.

P.O. and 50% of machine cost must be submitted at time of order

For more information contact: Jerry Goodman, 301 916-1500 ext. 228

Please send PO and deposit to above address; Attention: Jerry Goodman



Memorandum

To: Evanston Public Library Facilities Committee

From: Karen Danczak Lyons, Library Director
John Devaney, Facilities Manager

Subject: Approval of Main Library Weatherproofing – Phases 2&3
Bid 17-29

Date: May 12, 2016

Recommended Action:

Staff recommends Facilities Committee approval of the proposal from April Building Services (ABS), 22W274 Irving Park Rd., Roselle, IL 60172, for Phases 2&3 of the Main Library Weatherproofing Project as indicated in Bid 17-18 in the amount of \$287,330.

Funding Source:

Funding is from the EPL 2017 Capital Improvement Fund, account 187.4862.65515.480007 and will be paid through Library debt. The budget for this project is \$250,000.

The Bid for Phases 2&3 had asked for a project allowance of \$65,000. Project allowances are funds that are in addition to the base bid amount in anticipation of unforeseen additional costs that may be uncovered during completion of the project. The \$65,000 allowance pushed the Bid 17-29 over our planned budget of \$250,000. EPL 2017 CIP budget is currently running at a surplus and could fund the overage in the unlikely event it would be needed. ABS realizes the allowance is excessive and has no expectations that the project scope would ever exceed the customary 10% of the planned budget amount of \$250,000. The \$65,000 allowance is above the customary 10% of a project budget and this is realized by Library staff.

Summary:

This proposal includes the furnishing of labor and materials to repair masonry and weatherproof the exterior of the Main Library. Phases 2&3 scope includes replacement/restoration of the ground level sand stone, and weatherproofing/masonry restoration of the buildings East and North elevations.

In 2013, the comprehensive facility assessment report for the Main Library included recommendations for exterior weatherproofing. As a result of this assessment report, the first phase of the weatherproofing project was included in the 2016 Capital Improvement Budget approved by the Library Board. Phase 1 was completed by ABS in 2016. The project was done well and managed in a professional safe manner. The project was completed in a timely fashion, and came in well below budget.

Phase 2&3 will remedy the deterioration of the cast stone at the lower areas of the building as identified by CTL Group, the architectural firm that was hired to produce construction drawings for the masonry restoration at Main Library. In 2018, Phase 4 will continue the building envelope weatherproofing project in order of severity/most needed repairs. Phase 4, the final phase, is planned for 2018.

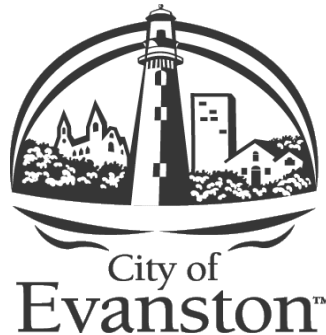
In April, Bid 17-29 was issued and five masonry firms attended the pre-bid meeting on April 19th. Due to the busy Chicago area construction climate this summer we received only one responsive/responsible bid back, the bid was submitted by April Building Services. The firm submitted its bid by the May 23rd deadline:

Bidder	Address	Amount
April Building Services	22W274 Irving Park, Roselle, IL	\$287,330.00

April Building Services is a Minority-Owned Business Enterprise.

Staff recommends that April Building Services be awarded this work based on their positive references, prior performance and lowest responsive and responsible bid of \$287,330. If the Facilities Committee approves, this purchase recommendation will be presented to the Library Board.

Exhibit N



CONTRACTOR SERVICES AGREEMENT

The parties referenced herein desire to enter into an agreement for professional services for

Main Library Weatherproofing Phase II & III

(BID #17-29)

THIS AGREEMENT (hereinafter referred to as the “Agreement”) is entered into between the Evanston Public Library / City of Evanston/Evanston Public Library, an Illinois municipal corporation with offices located at 2100 Ridge Avenue, Evanston Illinois 60201 (hereinafter referred to as the “City”), and April Building Services, Inc., with offices located at 22W274 Irving Park Road, Roselle, IL 60172 (hereinafter referred to as the “Contractor”). Compensation (the “Compensation”) for all basic services provided by the Contractor pursuant to the terms of this Agreement shall not exceed \$287,330.

Revision June 2013

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RECITALS

WHEREAS, the City intends to retain the services of a qualified and experienced contractor for the following:

R

Exterior masonry restoration, tuckpointing, stone removal and replacement. Caulking and cleaning stone/masonry surfaces.

WHEREAS, this Agreement shall include the following documents which are attached hereto:

- a) City of Evanston Bid 17-29 attached as Exhibit A.
- b) Contractor's response to Bid 17-29, attached as Exhibit B.
- c) Any subcontractor subcontracts related to this Agreement, attached as Exhibit C.
- d) Project Fee Schedule and hourly rates, attached as Exhibit D *(if appropriate)*.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1 Services and Duties of the Contractor

1.1 The Contractor shall perform professional services and provide equipment (the "Work") in accordance with Exhibits A, B, C and D. The Contractor retains the right to control the manner of performance of the services provided for in this Agreement and is an independent contractor and not agent or an employee of the City. All employees and subcontractors of the Contractor shall likewise not be considered to be employees of the City. Contractor is solely responsible for the means and methods of all work performed under the terms of this Agreement for this Project ("the Project"). Contractor is an independent Contractor and is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to, Worker's Compensation Insurance. Nothing in this Agreement accords any third-party beneficiary rights whatsoever to any non-party to this Agreement that any non-party may seek to enforce. Contractor acknowledges and agrees that should Contractor or its subcontractors provide false information, or fail to be or remain in compliance with this Agreement, the City may void this Agreement.

1.2 The Contractor warrants and states that it has read the Contract Documents, and agrees to be bound thereby, including all performance guarantees as respects Contractor's work and all indemnity and insurance requirements. Contractor further affirms that it has visited the Project site and has become familiar with all special conditions, if any, at the Project site. Contractor shall perform the Work and its obligations under this Agreement in accordance with and subject to the Contract Documents to the full extent that each such provision is applicable to the Work. Contractor shall take necessary precautions to properly protect the Work of others, if any, from damage caused by operations under this Agreement. In addition, Contractor shall protect the work during normal and adverse weather conditions until the Project is complete and accepted by the City, or until the Contractor has fully completed its work under this Agreement. Contractor's obligations include, but

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are not limited to, placing and adequately maintaining at or about all locations of Project work, sufficient guards, barricades, lights, and enclosures to protect the Work.

1.3 The Contractor shall not have any public or private interest and shall not acquire directly or indirectly any such interest which conflicts in any manner with the performance of its services under this Agreement.

1.4 The Contractor shall designate, in writing, a person to act as its Project Manager for the work to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the Contractor's policies and decisions with respect to the work covered by this Agreement.

1.5 The Contractor shall employ only persons duly licensed by the State of Illinois to perform the professional services required under this Agreement for which applicable Illinois law requires a license, subject to prior approval of the City. The Contractor shall employ only well qualified persons to perform any of the remaining services required under this Agreement, also subject to prior approval of the City. The City reserves the right to require replacement of Contractor, subcontractor, or supplier personnel for any reason. Contractor will replace the unacceptable personnel at no charge to the City. For all solicitations or advertisements placed by or on behalf of Contractor for employees for this Project it will state that the Contractor is an Equal Opportunity Employer.

1.6 Pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/7(2), records in the possession of others whom the City has contracted with to perform a governmental function are covered by the Act and subject to disclosure within limited statutory timeframes (five (5) working days with a possible five (5) working day extension). Upon notification from the City that it has received a Freedom of Information Act request that calls for records within the Contractor's control, the Contractor shall promptly provide all requested records to the City so that the City may comply with the request within the required timeframe. The City and the Contractor shall cooperate to determine what records are subject to such a request and whether or not any exemptions to the disclosure of such records, or part thereof, is applicable. Contractor shall indemnify and defend the City from and against all claims arising from the City's exceptions to disclosing certain records which Contractor may designate as proprietary or confidential. Compliance by the City with an opinion or a directive from the Illinois Public Access Counselor or the Attorney General under FOIA, or with a decision or order of Court with jurisdiction over the City, shall not be a violation of this Section.

1.7 The Contractor shall obtain prior approval from the City prior to subcontracting with any entity or person to perform any of the work required under this Agreement. The Contractor may, upon request of the City, submit to the City a draft subcontractor agreement for City review and approval prior to the execution of such an agreement. Any previously entered into subcontractor agreement(s) are attached as Exhibit C. If the Contractor subcontracts any of the services to be performed under this Agreement, the subcontractor agreement shall provide that the services to be performed under any such agreement shall not be sublet, sold, transferred, assigned or otherwise disposed of to another entity or person without the City's prior written consent. The Contractor shall

be responsible for the accuracy and quality of any subcontractor's work.

1.8 The Contractor shall cooperate fully with the City, other City contractors, other municipalities and local government officials, public utility companies, and others, as may be directed by the City. This shall include attendance at meetings, discussions and hearings as requested by the City. This cooperation shall extend to any investigation, hearings or meetings convened or instituted by OSHA relative to this Project, as necessary. Contractor shall cooperate with the City in scheduling and performing its Work to avoid conflict, delay in or interference with the work of others, if any, at the Project.

1.9 The Contractor acknowledges that it shall enforce and comply with all applicable Occupational Safety and Health Administration standards (OSHA) for this Project in effect as of the date of the execution of this Agreement, or as otherwise promulgated by OSHA in the future taking effect during the pendency of this Project. Contractor shall enforce all such standards and ensure compliance thereto as to its own agents and employees, and as to the agents and employees of any subcontractor throughout the course of this Project. Contractor is solely responsible for enforcing and complying with all applicable safety standards and requirements on this Project, and is solely responsible for correcting any practices or procedures which do not comply with the applicable safety standards and requirements for this Project. Any Project specific safety requirements applicable to this Project must be followed by Contractor and any subcontractor(s) on the Project. Additionally, all such safety requirements shall be made a part of any subcontractor agreement.

1.10 The Contractor shall submit to the City a progress report each month this Agreement is in effect. The report shall include the following items:

- a) A summary of the Contractor's project activities, and any subcontractor project activities that have taken place during the invoice period;
- b) A summary of the Contractor's project activities and any subcontractor project activities, that shall take place during the next invoice period;
- c) A list of outstanding items due to or from the City; and
- d) A status of the Project schedule.

1.11 The Contractor shall perform the work required under this Agreement pursuant to high quality industry standards expected by the City. The Contractor shall apply for and receive all appropriate permits before performing any work in the City. The Contractor shall also provide the appropriate permit drawings for Building Permits to be issued for the Project, if said permits are obligated by the Project. The City will assist the Contractor with obtaining the appropriate building and right-of-way permits.

1.12 The Contractor shall provide drawings of record, in the following 3 electronic formats for all locations where equipment has been installed and/or work has been performed. The electronic formats required by this Section 1.12 are Auto Cad Version 2007, ArtView and PDF.

1.13 Contractor recognizes that proper cleanup and removal of construction debris is an

important safety consideration. The Contractor shall be solely responsible for daily construction site/area cleanup and removal of all construction debris in accordance with City-approved disposal practices. Contractor shall be solely responsible for identifying and removing at its expense all hazardous material and waste which it uses and generates.

1.14 To the extent that there is any conflict between a provision specified in this Agreement, with a provision specified in any of the other Contract Documents, as defined in Section 1.15, this Agreement shall control. The City and the Contractor may amend this Section 1.14 as provided by Section 15 herein.

The Contractor acknowledges and agrees that the City has no retained control over any of the Work done pursuant to this Agreement, and that the City is expressly exempt from the retained control exception as defined in the Restatement of Torts, Second, Section 414. This provision shall survive completion, expiration, or termination of this Agreement.

1.15 The Contract Documents for this Project consist of:

- a) This Agreement;
- b) The City's RFP/RFQ, and the plans, specifications, general conditions, drawings addenda, and modifications thereto;
- c) The Contractor's response to the RFP/RFQ/Bid;
- d) Other exhibits and schedules, if any, listed in this Agreement;
- e) Amendments or Other Contract Documents, if any; and
- f) Amendments/Modifications to this Agreement issued after execution thereof.

1.16 As a condition of receiving payment, Contractor must (i) be in compliance with the Agreement, (ii) pay its employees prevailing wages when required by law (Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services). Contractor is responsible for contacting the Illinois Dept. of Labor 217-782-6206; <http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx> to ensure compliance with prevailing wage requirements), (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the City upon request.

2 Standard Certifications

Contractor acknowledges and agrees that compliance with this section and each subsection for the term of the Agreement is a material requirement and condition of this Agreement. By executing this Agreement, Contractor certifies compliance with this section and each subsection and is under a continuing obligation to remain in compliance and report any non-compliance.

This section, and each subsection, applies to subcontractors used on this Agreement. Contractor shall include these Standard Certifications in any subcontract used in the performance of the Agreement.

If this Agreement extends over multiple fiscal years, Contractor and its subcontractors shall confirm compliance with this section in the manner and format determined by the City by the date specified by the City and in no event later than January 1 of each year that this Agreement remains in effect.

If the City determines that any certification in this section is not applicable to this Agreement, it may be stricken, subject to sole approval by the City, without affecting the remaining subsections.

2.1 As part of each certification, Contractor acknowledges and agrees that should Contractor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:

- the Agreement may be void by operation of law,
- the City may void the Agreement, and
- Contractor and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

2.2 By signing this Agreement, the Contractor certifies that it has not been barred from being awarded a contract with a unit of State or local Government as a result of bid rigging or bid rotating or similar offense, nor has it made any admission of guilt of such conduct that is a matter of public record. (720 ILCS 5/33 E-3, E-4).

2.3 In the event of the Contractor's noncompliance with any provision of Section 1-12-5 of the Evanston City Code, the Illinois Human Rights Act or any other applicable law, the Consultant may be declared nonresponsible and therefore ineligible for future contracts or subcontracts with the City, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

2.4 During the term of this Agreement, the Contractor agrees as follows:

- a) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, or age or physical or mental disabilities that do not impair ability to work, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization. Consultant shall comply with all requirements of City of Evanston Code Section 1-12-5.
- b) That, in all solicitations or advertisements for employees placed by it on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, or disability.

2.5 The Contractor certifies pursuant to the Illinois Human Rights Act (775 ILCS 5/2105 *et. seq.*), that it has a written sexual harassment policy that includes, at a minimum, the following

EXHIBIT N

information:

- a) The illegality of sexual harassment;
- b) The definition of sexual harassment under State law;
- c) A description of sexual harassment utilizing examples;
- d) The Contractor's internal complaint process including penalties;
- e) Legal recourse, investigation and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission, and directions on how to contact both; and
- f) Protection against retaliation as provided to the Department of Human Rights.

2.6 In accordance with the Steel Products Procurement Act (30 ILCS 565), Contractor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the U.S. unless the City grants an exemption.

2.7 Contractor certifies that it is properly formed and existing legal entity and as applicable has obtained an assumed name certificate from the appropriate authority, or has registered to conduct business in Illinois and is in good standing with the Illinois Secretary of State.

2.8 If Contractor, or any officer, director, partner, or other managerial agent of Contractor, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Contractor certifies at least five years have passed since the date of the conviction.

2.9 Contractor certifies that if more favorable terms are granted by Contractor to any similar governmental entity in any state in a contemporaneous agreement let under the same or similar financial terms and circumstances for comparable supplies or services, the more favorable terms will be applicable under this Agreement.

2.10 Contractor certifies that it is not delinquent in the payment of any fees, fines, damages, or debts to the City of Evanston.

2.11 The Contractor certifies that all Design Professionals performing the Work under this Agreement will ensure that the Project shall be designed in conformance with the Americans with Disabilities Act of 1990, 42 U.S.C. Section 12101, *et seq.*, and all regulations promulgated thereunder. Design Professional means any individual, sole proprietorship, firm, partnership, joint venture, corporation, professional corporation, or other entity that offers services under the Illinois Architecture Practice Act of 1989 (225 ILCS 305/), the Professional Engineering Practice Act of 1989 (225 ILCS 325/), the Structural Engineering Licensing Act of 1989 (225 ILCS 340/), or the Illinois Professional Land Surveyor Act of 1989 (225 ILCS 330/).

2.12 The Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules, regulations, orders or other legal requirements now in force or which may be in force during the term of this Agreement. The Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 *et. seq.*, Title VII of the Civil Rights Act of 1964, and the Illinois Prevailing

EXHIBIT N

Wage Act, 820 ILCS 130/0.01 *et. seq.*

3 Additional Services/Change Orders

3.1 If the representative of the City responsible for the Project verbally requests the Contractor to perform additional services, the Contractor shall confirm in writing that the services have been requested and that such services are additional services. Failure of the City to respond to the Contractor's confirmation of said services within thirty (30) calendar days of receipt of the notice shall be deemed a rejection of, and refusal to pay for the additional services. Contractor shall not perform any additional services until City has confirmed approval of said additional services in writing. If authorized in writing by the City, the Contractor shall furnish, or obtain from others, additional services of the following types, which shall be paid for by the City as set forth in Section 9 of this Agreement:

- a) Additional Services due to significant changes in scope of the Project or its design, including, but not limited to, changes in size, complexity or character of construction, or time delays for completion of work when such delays are beyond the control of the Contractor;
- b) Revisions of previously approved studies, reports, design documents, drawings or specifications;
- c) Preparation of detailed renderings, exhibits or scale models for the Project;
- d) Investigations involving detailed consideration of operations, maintenance and overhead expenses for the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations, detailed quantity surveys of material and labor, and material audits or inventories required for certification of force account construction performed by the City;
- e) Services not otherwise provided for in this Agreement.

3.2 The City may, upon written notice, and without invalidating this Agreement, require changes resulting in the revision or abandonment of work already performed by the Contractor, or require other elements of the work not originally contemplated and for which full compensation is not provided in any portion of this Agreement. Any additional services, abandonment of services which were authorized by the City, or changes in services directed by the City which result in the revision of the scope of services provided for in Exhibits A, B, C, and D that cause the total Compensation due Contractor under this Agreement to exceed \$20,000 or more, or increase or decrease the contract duration by more than 30 days are subject to approval by the Evanston City Council. These actions must be addressed either in a written Change Order or in a written amendment to this Agreement approved by both parties.

3.3 Contractor acknowledges and agrees that the Public Works Construction Change Order Act, 50 ILCS 525/1 *et seq.* shall apply to all Change Orders for the Project. It is expressly understood and agreed to by Contractor that it shall not be entitled to any damages or Compensation from the City on account of delay or suspension of all or any part of the Work. Contractor acknowledges that delays are inherent in construction projects and Contractor assessed that risk and fully included that risk assessment within its contract sum specified in its Response to the City Bid

EXHIBIT N

for this Project. The City shall not compensate Contractor for work that is more difficult than the contract sum specified in its Response would reflect. Delays to minor portions of the Work will not be eligible for extensions of time.

Delays to the Project caused by labor disputes or strikes involving trades not directly related to the Project, or involving trades not affecting the Project as a whole will not be eligible for an extension of time.

The City will not grant an extension of time for a delay by the Contractor's inability to obtain materials unless the Contractor first furnishes to the City documentary proof. The proof must be provided in a timely manner in accordance with the sequence of the Contractor's operations and accepted construction schedule.

In addition to any other changes requested by City (as described in Sections 3.1 and 3.2), the Company shall be entitled to request (and the City may grant) Change Orders with respect to:

- (a) The City-caused delays;
- (b) Change in Law;
- (c) Force Majeure Events.

The foregoing events shall entitle the Contractor to a change in the Compensation for this Project, if the Contractor demonstrates that it will unavoidably incur reasonable costs as a result thereof and the Contractor provides reasonable and detailed documentary support with respect to any such price impact.

The parties agree to reasonably confer regarding any such disputes with respect to the issuance of a Change Order.

Any payment for compensable delay will only be based upon actual costs excluding, without limitation, what damages, if any, the Contractor may have reasonably avoided. The Contractor understands that this is the sole basis for recovering delay damages and explicitly waives any right to calculate daily damages for office overhead, profit, or other purported loss.

All Contractor Change Orders authorized under this Section 3 shall be made in writing. In remitting a Change Order, the Contractor must first show in writing that:

- (a) The work was outside the scope of this Agreement,
- (b) The extra work was not made necessary due to any fault of Contractor;
- (c) The circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the Agreement was signed;
- (d) The change is germane to the original Agreement; and
- (e) The Change Order is in the best interest of the City and authorized by law.

Any person who fails to first obtain the City's written authorization for a Change Order commits a Class 4 felony. The written determination and the written Change Order resulting from

that determination shall be preserved in the contract's file which shall be open to the public for inspection.

The City reserves all rights and causes of action, at law or equity, to seek redress against entities or persons who violate the requirements of this Section 3. By initialing below, Contractor hereby acknowledges that it is bound by this Section 3.

Contractor's Initials: JB

3.4 The Contractor is required to include the City of Evanston as a reference whenever and wherever the Contractor provides references for similar projects for a period of one (1) year from the date of Final Acceptance by the City of the Work for this Project.

4 Bonds

4.1 Before the Scheduled Construction Commencement Date, the Contractor is required to furnish unconditional performance and payment bonds in the amount of 110% of the Compensation as security for the faithful performance and completion of all the Contractor's obligations under the Contract Documents and covering the payment of all materials used in the performance of this Agreement and for all labor and services performed under this Agreement. All Bonds shall be issued on a form acceptable to the City. The bonds must be for the entire term of the Agreement. Failure to provide these bonds shall constitute a breach of Contractor's obligations under this Agreement. Each surety providing the Bonds must have a Best's rating not less than A/X and be licensed in Illinois and shall be named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 as published in the Federal Register and available on the website of the U.S. Department of the Treasury, Financial Management Service, at www.fms.treas.gov/c570/c570.html. All Bonds signed by an agent must be accompanied by a certified copy of his or her authority to act. It shall be the duty of the Contractor to advise the surety or sureties of any Change Orders that result in an increase to the Compensation and to ensure that the amounts of the Bonds are updated to reflect and cover any such increases throughout the course of the Project. The cost of such Bonds shall be included within the Compensation.

4.2 If the surety behind any Bond furnished by the Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in the State or it ceases to meet any of the requirements of this Contract, the Contractor shall, within [5] five days thereafter, substitute another Bond of equivalent value and surety, both of which must be acceptable to the City. In addition, no further progress payments under the Agreement will be made by the City until the Contractor complies with the provisions of this Agreement. The Contractor shall furnish to the City proof of any required bonds and proof of required insurance as one of the conditions precedent to payment under the Agreement. Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment or performance of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or authorize a copy to be furnished. All surety Bonds provided for in this Section shall incorporate by reference this Agreement, and any language that may be in any such surety Bond which conflicts with the provisions of this Agreement that define the

scope of the surety(‘s) duty(ies) shall be of no force and effect.

5 Liquidated Damages in the Event Contractor Fails to Complete the Work

5.1 The parties agree that failure of Contractor to timely complete the Work required by this Agreement constitutes a default. The parties agree that this default will result in damage and injury to City. The parties further agree, however, that actual damages incurred by City as result of such default is difficult if not impossible to ascertain with any degree of certainty or accuracy. Accordingly, the parties have negotiated and have agreed that for each calendar day after written notice is delivered to Contractor and Contractor fails to cure such default, that Contractor will pay City, as and for liquidated damages, and not as a penalty, the sum of (five hundred dollars) **\$500.00/per day**. Contractor shall reimburse the City for all costs, expenses and fees (including, without limitation, attorneys’ fees), if any, paid by the City in connection with such written demand by City. Contractor stipulates and agrees that the sums payable by Contractor under this Section are reasonable under the circumstances existing as of the execution of this Agreement. This Section 5.1 is not intended to limit any direct damages that may be recoverable by City related to the Contractor's failure to complete the Work in accordance with this Agreement. There shall be no early completion bonus if the Work is completed before the substantial completion date. The City, at its option, may withhold liquidated damages from progress payments payable to Contractor before the substantial completion date.

6 The City’s Responsibilities

6.1 The City may evaluate the Contractor’s and any subcontractor’s performance (interim and final). Timeliness in meeting the Project schedule and the overall relationship with the Contractor are factors that will be considered in the Contractor’s performance rating. An unfavorable performance rating may be a factor when future assignments are being considered.

6.2 The City makes no representation or warranty of any nature whatsoever as to the accuracy of information or documentation provided by the City to the Contractor which were generated or provided by third parties.

7 Period of Service

7.1 The Contractor shall commence work on the Project after supplying the City with the Contractor’s performance and payment bonds and all required insurance documents before starting its Work on this Project. The City shall determine when the Contractor has completed the Work required pursuant to this Agreement, and shall determine the date of Final Acceptance. Contractor recognizes time is of the essence regarding its performance on this Project. Contractor shall continue to perform its obligations while any dispute concerning the Agreement is being resolved, unless otherwise directed by the City.

7.2 Each phase of the project shall be completed in accordance with the activities outlined in the City's Bid 17-29 Exhibit A. Project phases include:

7.2.1 Perform Phase II & III

8 Payment for Services and Reimbursements

8.1 Within the first five (5) business days of each month, the Contractor shall invoice the City for Work completed during the previous month. The Contractor shall provide a detailed invoice that relates invoiced items to the Contractor's response to Bid 17-29 in both quantity and unit cost. Any discrepancies in the monthly invoice shall be promptly brought to the attention of the Contractor by the City Project Manager and efforts shall be made to promptly resolve said discrepancies between the City and Contractor. In the event the City and Contractor cannot resolve invoice discrepancies, items in dispute will be removed from the invoice and the City shall approve the remainder of the invoice. Payment will be made as soon as possible following the City Council meeting in which the item appeared on the bills list, and in accordance with all applicable laws and rules of the City of Evanston and the State of Illinois.

8.2 In the event of termination by the City of this Agreement pursuant to paragraph 9.1 after completion of any phase of the basic services, fees due the Contractor for services rendered through such phase shall constitute final payment for such services, and no further fees shall be due to the Contractor. In the event of such termination by the City during any phase of the basic services, the Contractor shall be paid for services rendered on the basis of the proportion of work completed on the phase to date of termination.

8.3 The City shall have the right to withhold payment to the Contractor due to the quality of a portion or all of the work performed hereunder which is not in accordance with the requirements of this Agreement, or which is unsatisfactory, or is due to the Contractor's failure or refusal to perform any of its obligations hereunder. Compensation in excess of the total contract amount specified in this Agreement will not be allowed unless justified in the City's sole judgment and authorized in advance as provided for in Section 3 of this Agreement. Compensation for improper performance by the Contractor is disallowed.

8.4 Upon completion of the Work performed by the Contractor, prior to the submission of a request for final payment, the City and Contractor shall perform a final acceptance test and review of the Work performed and/or equipment installed pursuant to the Agreement. A punch list of items outstanding will be jointly developed by the City and Contractor. In addition, the Contractor shall submit drawings of record for the Project for the City to approve. The Contractor shall promptly resolve all punch list items to the satisfaction of the City, and shall transmit to the City in writing confirmation that all punch list items have been resolved. The City will review, and the Contractor shall modify, as necessary, any drawings of record to the satisfaction of the City. Punch list items and drawings of record must be approved by the City prior to the Contractor submitting its final invoice for payment.

8.5 The Contractor shall submit an Affidavit and a final waiver of its lien, and all final waivers of liens of any subcontractors, suppliers, and sub-subcontractors, if applicable, with its final

invoice, stating that all obligations incurred in performance of the professional services have been paid in full. The Affidavit will also include a statement stating that the professional services were performed in compliance with the terms of the Agreement. The Affidavit and all final lien waivers shall be on a form acceptable to the City.

8.6 All Project invoices shall be sent to:

Evanston Public Library

Attn: John Devaney
1703 Orrington Avenue
Evanston, Illinois 60201

with a copy to:

City of Evanston Purchasing Department
2100 Ridge Avenue
Evanston, Illinois 60201

9 Notice and Cure/Termination

9.1 In furtherance of Contractor's Work on this Project, the City and the Contractor agree that the following Notice and Cure provision in this Section 9.1 shall apply during the duration of Contractor's work on this Project, in addition to the reserved rights of the City enumerated in this Agreement as follows:

- 5.1 Liquidated Damages;
- 8.3 City's right to withhold payment;
- 16.2 Contractor's duty to revise and correct errors; and
- 16.3 Contractor's duty to respond to City's notice of errors and omissions.

The City may notify Contractor of its intent to terminate this Agreement within (7) seven calendar days of issuance by the City of written notice to Contractor's Project Manager regarding defects in the Project or in Contractor's Work. The City shall specify any such nonconforming Work or defects in the Project in its notice to Contractor under this Section 9.1. Contractor will have the opportunity to cure the non-conforming Work within (7) seven calendar days after receipt of the written notice issued by the City. All such curative work done shall be performed and completed to the City's satisfaction. Nothing in this Section 9.1 shall otherwise affect the City's right to exercise its rights in Section 9.2.

9.2 The City shall have the right to terminate this Agreement upon fifteen (15) days written notice for any reason. Mailing of such notice shall be equivalent to personal notice and shall be deemed to have been given at the time of receipt.

Payments made by the City pursuant to this Agreement are subject to sufficient appropriations made by the City of Evanston City Council. In the event of termination resulting

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from non-appropriation or insufficient appropriation by the City Council, the City's obligations hereunder shall cease and there shall be no penalty or further payment required.

9.3 Within thirty (30) days of termination of this Agreement, the Contractor shall turn over to the City any documents, drafts, and materials, including but not limited to, outstanding work product, data, studies, test results, source documents, AutoCad Version 2007, ArtView, PDF, Word, Excel spreadsheets, technical specifications and calculations, and any other such items specifically identified by the City related to the Work herein. Upon receipt of said items, the Contractor shall be paid for labor and expenses incurred to the date of termination as provided in Section 8.2. This Agreement is subject to termination by either party if either party is restrained by a state or federal court of competent jurisdiction from performing the provisions of this Agreement. Upon such termination, the liabilities of the parties to this Agreement shall cease, but they shall not be relieved of the duty to perform their obligations through the date of termination. No lien shall be filed by the Contractor in the event of a termination of this Agreement by the City.

9.4 If, because of death or any other occurrence, including, but not limited to, Contractor becoming insolvent, it becomes impossible for any principal or principals of the Contractor to render the services set forth in this Agreement, neither the Contractor, nor its surviving principals shall be relieved of their obligations to complete the professional services. However, in the event of such an occurrence, the City at its own option may terminate this Agreement if it is not furnished evidence that competent professional services can still be furnished as scheduled.

9.5 In the event of an emergency or threat to the life, safety or welfare of the citizens of the City, the City shall have the right to terminate this Agreement without prior written notice.

10 Insurance

10.1 The Contractor shall, at its own expense, secure and maintain in effect throughout the duration of this contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by the Contractor, its agents, representatives, employees or subcontractors. Contractor acknowledges and agrees that if it fails to comply with all requirements of this Section 10, the City may void the Agreement.

The Contractor must give to the City Certificates of Insurance identifying the City to be an Additional Insured for all Work done pursuant to this Agreement before City staff recommends award of the contract to City Council. Any limitations or modifications on the Certificate(s) of Insurance issued to the City in compliance with this Section that conflict with the provisions of this Section 10 shall have no force and effect.

After award of the Contract to Contractor, the Contractor **shall** give the City a certified copy(ies) of the insurance policy(ies) evidencing the amounts set forth in Section 10.2, and copies of the Additional Insured endorsement to such policy(ies) which name the City as an Additional Insured for all Work done pursuant to this Agreement before Contractor does any Work pursuant to this Agreement. Contractor's certificate of insurance shall contain a provision that the coverage afforded

under the policy(s) will not be canceled or reduced without thirty (30) days prior written notice (hand delivered or registered mail) to the City. Contractor shall promptly forward new certificate(s) of insurance evidencing the coverage(s) required herein upon annual renewal of the subject policies.

The policies and the Additional Insured endorsement must be delivered to the City within two (2) weeks of the request. All insurance policies shall be written with insurance companies licensed or authorized to do business in the State of Illinois and having a rating of not less than A-VII according to the A.M. Best Company. Should any of the insurance policies be canceled before the expiration date, the issuing company will mail thirty (30) days written notice to the City. The Contractor shall require and verify that all subcontractors maintain insurance meeting all of the requirements stated herein.

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

10.2 Contractor shall carry and maintain at its own cost with such companies as are reasonably acceptable to City all necessary liability insurance (which shall include as a minimum the requirements set forth below) during the term of this Agreement, for damages caused or contributed to by Contractor, and insuring Contractor against claims which may arise out of or result from Contractor's performance or failure to perform the Services hereunder:

- a) Worker's compensation in statutory limits and employer's liability insurance in the amount of at least five hundred thousand dollars (\$500,000);
- b) Comprehensive general liability coverage which designates the City as an additional insured for not less than three million dollars (\$3,000,000) combined single limit for bodily injury, death and property damage, per occurrence;
- c) Comprehensive automobile liability insurance covering owned, non-owned, and leased vehicles for not less than one million dollars (\$1,000,000) combined single limit for bodily injury, death, or property damage, per occurrence; and

Contractor understands that the acceptance of Certificates of Insurance, policies, and any other documents by the City in no way releases the Contractor and its subcontractors from the requirements set forth herein.

Contractor expressly agrees to waive its rights, benefits and entitlements under the "Other Insurance" clause of its commercial general liability insurance policy as respects the City. Contractor expressly agrees that its insurance coverage is required to be primary by this Agreement, that its insurance coverage shall be on a primary and non-contributory basis, and that it and its insurance carrier are estopped from denying such coverage is primary. In the event Contractor fails to purchase or procure insurance as required above, the parties expressly agree that Contractor shall be in default under this Agreement, and that the City may recover all losses, attorney's fees and costs expended in pursuing a remedy, or reimbursement, at law or in equity, against Contractor.

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11 Indemnification

11.1 The Contractor shall defend, indemnify and hold harmless the City and its officers, elected and appointed officials, agents, and employees from any and all liability, losses, or damages as a result of claims, demands, suits, actions, or proceedings of any kind or nature, including but not limited to costs, and fees, including attorney's fees, judgments or settlements, resulting from or arising out of any negligent or willful act or omission on the part of the Contractor or Contractor's subcontractors, employees, agents or subcontractors during the performance of this Agreement. Such indemnification shall not be limited by reason of the enumeration of any insurance coverage herein provided. This provision shall survive completion, expiration, or termination of this Agreement.

11.2 Nothing contained herein shall be construed as prohibiting the City, or its officers, agents, or employees, from defending through the selection and use of their own agents, attorneys, and experts, any claims, actions or suits brought against them. The Contractor shall be liable for the costs, fees, and expenses incurred in the defense of any such claims, actions, or suits. Nothing herein shall be construed as a limitation or waiver of defenses available to the City and employees and agents, including but not limited to the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.*

At the City Corporation Counsel's option, Contractor must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Contractor of any of its obligations under this Agreement. Any settlement of any claim or suit related to this Project by Contractor must be made only with the prior written consent of the City Corporation Counsel, if the settlement requires any action on the part of the City.

To the extent permissible by law, Contractor waives any limits to the amount of its obligations to indemnify, defend, or contribute to any sums due under any Losses, including any claim by any employee of Contractor that may be subject to the Illinois Workers Compensation Act, 820 ILCS 305/1 *et seq.* or any other related law or judicial decision, including but not limited to, *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991). The City, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code or any other statute.

11.3 The Contractor shall be responsible for any losses and costs to repair or remedy work performed under this Agreement resulting from or arising out of any act or omission, neglect, or misconduct in the performance of its Work or its subcontractors' work. Acceptance of the work by the City will not relieve the Contractor of the responsibility for subsequent correction of any such error, omissions and/or negligent acts or of its liability for loss or damage resulting therefrom.

11.4 All provisions of this Section 11 shall survive completion, expiration, or termination of this Agreement.

12 Drawings and Documents

12.1 Any drawings, survey data, reports, studies, specifications, estimates, maps, plans, computations, and other documents required to be prepared by the Contractor for the Project shall be considered Works for Hire and the sole property of the City.

12.2 The Contractor and its subcontractor shall maintain for a minimum of three (3) years after the completion of this Agreement, or for three (3) years after the termination of this Agreement, whichever comes later, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement. The Agreement and all books, records and supporting documents related to the Agreement shall be available for review and audit by the City and the federal funding entity, if applicable, and the Contractor agrees to cooperate fully with any audit conducted by the City and to provide full access to all materials. Failure to maintain the books, records and supporting documents required by this Subsection shall establish a presumption in favor of the City for recovery of any funds paid by the City under the Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

13 Successors and Assigns

13.1 The City and the Contractor each bind themselves and their partners, successors, executors, administrators, and assigns to the other party of the Agreement and to the partners, successors, executors, administrators, and assigns of such other party in respect to all covenants of this Agreement. Neither the City nor the Contractor shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto, nor shall it be construed as giving any right or benefits hereunder to anyone other than the City and the Contractor.

14 Force Majeure

14.1 Whenever a period of time is provided for in this Agreement for the Contractor or the City to do or perform any act or obligation, neither party shall be liable for any delays or inability to perform if such delay is due to a cause beyond its control and without its fault or negligence including, without limitation:

- a) Acts of nature;
- b) Acts or failure to act on the part of any governmental authority other than the City or Contractor, including, but not limited to, enactment of laws, rules, regulations, codes or ordinances subsequent to the date of this Agreement;
- c) Acts of war;
- d) Acts of civil or military authority;
- e) Embargoes;
- f) Work stoppages, strikes, lockouts, or labor disputes;
- g) Public disorders, civil violence, or disobedience;
- h) Riots, blockades, sabotage, insurrection, or rebellion;

- i) Epidemics or pandemics;
- j) Terrorist acts;
- k) Fires or explosions;
- l) Nuclear accidents;
- m) Earthquakes, floods, hurricanes, tornadoes, or other similar calamities;
- n) Major environmental disturbances; or
- o) Vandalism.

If a delay is caused by any of the *force majeure* circumstances set forth above, the time period shall be extended for only the actual amount of time said party is so delayed. Further, either party claiming a delay due to an event of *force majeure* shall give the other party written notice of such event within three (3) business days of its occurrence or it shall be deemed to be waived.

15 Amendments and Modifications

15.1 Except as otherwise provided herein, the nature and scope of Work specified in this Agreement may only be modified by a written Change Order, or a written amendment to this Agreement, approved by both parties. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modifications shall be effective unless reduced to writing and duly authorized and signed by the authorized representatives of the parties.

16 Standard of Care & Warranty

16.1 The Contractor shall perform all of the provisions of this Agreement to the satisfaction of the City. The City shall base its determination of the Contractor's fulfillment of the scope of the work in accordance with generally accepted professional standards applicable to the Work for this Project. The Contractor shall perform all of the provisions of this Agreement with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar conditions.

16.2 The Contractor shall be responsible for the accuracy of its professional services under this Agreement and shall promptly make revisions or corrections resulting from its errors, omissions, or negligent acts without additional compensation. The City's acceptance of any of the Contractor's professional services shall not relieve the Contractor of its responsibility to subsequently correct any such errors or omissions. If a Contractor has provided the City with specifications for this Project which are determined to be incorrect or which require revision during the solicitation process (including but not limited to Requests for Proposals, Requests for Qualifications, or bids), the Contractor shall make such corrections or revisions to the specifications at no cost to the City. Further, upon receipt of an invoice from the City, the Contractor shall promptly reimburse the City for the reasonable costs associated with the preparation and dissemination of said corrections or revisions to appropriate parties, including but not limited to preparation of the corrected or revised documents, and printing and distribution costs.

16.3 During the pendency of its Work on this Project, the Contractor shall respond to the

City's notice of any errors or omissions within twenty-four (24) hours. The Contractor shall be required to promptly visit the Project site(s) if directed to by the City.

16.4 The Contractor shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.

16.5 Contractor guarantees and warrants to the City that:

- a) All materials and equipment furnished under this Agreement shall be of good quality and new, unless otherwise required or permitted by the Contract Documents;
- b) The Work of this Agreement shall be free from defects which are not inherent in the quality required; and
- c) The Work shall comply with the requirements set forth in the Contract Documents.

This warranty and guarantee shall be for a period of one (1) year from the date of completion and Final Acceptance of the Work by the City, or as otherwise provided in the Contract Documents.

If, within the one year warranty period, after the Contractor has received a final payment under this Agreement, any of the Work is found to be not be in accordance with the requirements of this Agreement, or where defects in materials or workmanship may appear, or be in need of repair, the Contractor shall correct non-conforming and/or defective work or materials promptly after receipt of written notice from the City. Contractor shall immediately at its own expense repair, replace, restore, or rebuild any such Work. This remedy is in addition to any other legal or equitable remedies the City may have under this Agreement or the law.

This guarantee and warranty shall not relieve Contractor of liability for latent defects, and shall be in addition to the City's rights under the law or other guarantees or warranties, express or implied.

16.6 The provisions of this Section 16 shall survive the completion, expiration or termination of this Agreement.

17 Savings Clause

17.1 If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions, or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

18 Non-Waiver of Rights

18.1 No failure or delay by the City to exercise any power given to it hereunder or to insist upon strict compliance by Contractor with its obligations hereunder, nor any payment made by the City under this Agreement, shall constitute a waiver of the City's right to demand strict compliance

with the terms hereof, unless such waiver is in writing and signed by the City.

19 Entire Agreement

19.1 This Agreement sets forth all the covenants, conditions and promises between the parties with regard to the subject matter set forth herein. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement. This Agreement has been negotiated and entered into by each party with the opportunity to consult with its counsel regarding the terms therein. No portion of the Agreement shall be construed against a party due to the fact that one party drafted that particular portion as the rule of *contra proferentem* shall not apply.

20 Governing Law

20.1 This Agreement shall be construed in accordance with and subject to the laws and rules of the City of Evanston and the State of Illinois both as to interpretation and performance. Venue for any action arising out of or due to this Agreement shall be in Cook County, Illinois. The City shall not enter into binding arbitration to resolve any dispute related to this Agreement. The City does not waive tort immunity by entering into this Agreement.

21 Ownership of Contract Documents

21.1 Contractor is specifically prohibited from using in any form or medium, the name or logo of the City for public advertisement, unless expressly granted written permission by the City. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with this Project is not to be construed as publication in derogation of the City's reserved rights.

22 Notice

22.1 Any notice required to be given by this Agreement shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, or by personal service, to the persons and addresses indicated below or to such other addresses as either party hereto shall notify the other party of in writing pursuant to the provisions of this Subsection:

City of Evanston Project Manager, Bid 17-29
2100 Ridge Avenue
Evanston, Illinois 60201

if to the Contractor:

April Building Services, Inc.
PO Box 506
Winfield, IL 60190

22.2 Mailing of such notice as and when provided above shall be equivalent to personal

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notice and shall be deemed to have been given at the time of mailing.

23 Severability

23.1 Except as otherwise provided herein, the invalidity or unenforceability of any particular provision, or part thereof, of this Agreement shall not affect the other provisions, and this Agreement shall continue in all respects as if such invalid or unenforceable provision had not been contained herein.

24 Execution of Agreement

24.1 This Agreement shall be signed last by the City Manager.

25 Counterparts

25.1 For convenience, this Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original.

26 Authorizations

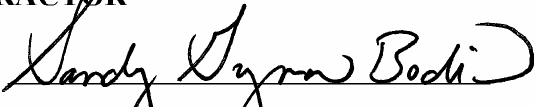
26.1 The Contractor's authorized representatives who have executed this Agreement warrant that they have been lawfully authorized by the Contractor's board of directors or its bylaws to execute this Agreement on its behalf. The City Manager affirms that he/she has been lawfully authorized to execute this Agreement. The Contractor and the City shall deliver upon request to each other copies of all articles of incorporation, bylaws, resolutions, ordinances, or other documents which evidence their legal authority to execute this Agreement on behalf of their respective parties.

27 Time of Essence

27.1 Time is of the essence with respect to each provision hereof in which time is a factor.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives. The effective date of this Agreement will be the date this Agreement is signed by the Director of the Evanston Public Library.

CONTRACTOR

By: 

Name: Sandy Guzman Bodin

Its: Vice President

Date: 6/12/2017

EVANSTON PUBLIC LIBRARY

By: _____
Karen Danczak Lyons

Its: Evanston Public Library Director

Date: _____

Approved as to form:

By: _____
W. Grant Farrar

Its: Corporation Counsel

Revision: June 2013

EXHIBIT A – BID FORM
For
Main Library Weatherproofing Phase II and III
(BID #17-29)

COPY

1.01 BID TO:

THE EVANSTON PUBLIC LIBRARY / CITY OF EVANSTON
2100 Ridge Avenue
Evanston, Illinois 60201

hereinafter called "OWNER".

1.02 BID FROM:

April Building Services, Inc.

(Hereinafter call "BIDDER")

22W274 Irving Park Rd., Roselle, IL 60172

Address

630-373-7666

Telephone Number

630-622-0452

Fax Number

1.03 BID FOR: **Main Library Weatherproofing Phase II & III**

1.04 ACKNOWLEDGEMENT:

- A. The Bidder, in compliance with the Invitation for Bids, having carefully examined the Drawings and Project Manual with related documents and having visited the site of the proposed Work, and being familiar with all of the existing conditions and limitations surrounding the construction of the proposed project, including the structure of the ground, subsurface conditions, the obstacles which may be encountered, local restrictions, and all other relevant matters concerning the Work to be performed, hereby PROPOSES to perform everything required to be performed, and to provide all labor, materials, necessary tools and equipment, expendable equipment, all applicable permits and taxes and fees, and provide all utility and transportation services necessary to perform and complete in a workmanlike manner the Project in accordance with all the plans, specifications and

related Contract Documents as prepared by the Evanston Public Library / City of Evanston.

- B. The undersigned hereby acknowledges receipt of Invitation of Bids, Instruction to Bidder, the Project Manual, Drawings, and other Contract Documents and acknowledges receipt of the following Addenda:

Addendum No. 1 Dated 4/26/17

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

1.05 GENERAL STATEMENTS

- A. The undersigned has checked all of the figures contained in this proposal and further understands that the Owner will not be responsible for any errors or omissions made therein by the undersigned.
- B. It is understood that the right is reserved by the Owner to reject any or all proposals, to waive all informality in connection therewith and to award a Contract for any part of the work or the Project as a whole.
- C. The undersigned declares that the person(s) signing this proposal is/are fully authorized to sign on behalf of the named firm and to fully bind the named firm to all the conditions and provisions thereof.
- D. It is agreed that no person(s) or company other than the firm listed below or as otherwise indicated hereinafter has any interest whatsoever in this proposal or the Contract that may be entered into as a result thereof, and that in all respects the proposal is legal and fair, submitted in good faith, without collusion or fraud.
- E. It is agreed that the undersigned has complied and/or will comply with all requirements concerning licensing and with all other local, state and national laws, and that no legal requirement has been or will be violated in making or accepting this proposal, in awarding the Contract to him, and/or in the prosecution of the Work required hereunder.
- F. To be considered a bona fide offer, this proposal must be completed in full and accompanied by a bid deposit or a bid bond when required by Contract Documents or Addenda.

1.06 ALTERNATES

- A. When alternate proposals are required by Contract Documents or Addenda thereto, the undersigned proposes to perform alternates for herein stated additions to or deductions from hereinbefore stated Base Bid. Additions and deductions include all modifications of Work or additional Work that the undersigned may be required to perform by reason of the acceptance of alternates.

1.07 ALLOWANCE

- A. The allowance is general and should be used in the event that any unforeseen condition is discovered. After discovering the unforeseen condition, the contractor shall submit a Found Condition Report (FCR) and an Authorization to Use Allowance (AUA) to the Consultant. The Consultant will then notify the Owner and both the Owner and the Consultant will view the unforeseen condition to determine if the work will be authorized. Under no circumstances shall the contractor move forward with the work in question nor shall the contractor expend allowance without an approved AUA. At the end of the project, unspent allowance shall be credited to owner via change order.

1.08 AGREEMENT

- A. In submitting this Bid, the undersigned agrees:
 - 1. To hold this Bid open for sixty (60) days from submittal date.
 - 2. To enter into and execute a Contract with the Owner within ten (10) days after receiving Notice of Award from the Owner.
 - 3. To accomplish the work in accordance with the Contract Documents.
 - 4. To complete the work by the time stipulated in the General Conditions
- B. The Owner reserves the right to reject any and all Bids and to waive any informalities in Bidding.

1.09 SCHEDULE

- A. See General Conditions for required schedule of completion dates.

1.10 PROPOSED PRICES

- A. The Bidder hereby proposes to furnish all labor, materials, equipment, transportation, construction plant and facilities necessary to complete, in a workmanlike manner and in accordance with the contract documents, the contract of work bid upon herein for compensation in accordance with the following prices:

BASE BID AMOUNT:	\$ <u>222,330</u>
ALLOWANCE (ADDITIONAL WORK – GENERAL):	\$ <u>+65,000</u>
TOTAL BASE BID AMOUNT:	\$ <u>287,330</u>

1.11 UNIT PRICING LIST

The undersigned submits the following UNIT PRICING LIST to be performed as shown on the Plans and/or described in the Specifications, and agrees that items of work not specifically mentioned in the Schedule which are necessary and required to complete the work intended shall be done incidental to and as part of the work for which a unit price is given, and understands that no additional payment will be made for such incidental work from the estimated quantities shown below. Unit prices for individual line items shall be used for the project's schedule of values, pay applications and will also be used to determine the amount to ADD TO or DEDUCT FROM the contract LUMP SUM PRICE for properly authorized additional or deducted work. In the event of a change to the contract the contractor shall be limited to markup percentages as indicated in Section 01028, 1.05, A. Bidders shall examine plans and determine actual work items and quantities for the work involved for bid analysis by the Owner.

- * Add costs to be provided by Bidder
- ** Deduct costs to be provided by Bidder
- *** Please see unit pricing tables in the specifications section

1.12 BID SECURITY

Accompanying this proposal is a bank draft, bid bond, Cashier's check or Certified check as surety in the amount of not less than five percent (5%) of the Total Bid payable to the City of Evanston.

The amount of the check or draft is: \$ Bid Bond for 5% of amount bid

If this bid is accepted and the undersigned shall fail to execute a contract and contract bond as required it is hereby agreed that the amount of the check or draft or bidder's bond substituted in lieu thereof, shall become the property of the City and shall be considered as payment of damages due to delay and other causes suffered by the City because of the failure to execute said contract and contract bond; otherwise said check or draft shall be returned to the undersigned.

ATTACH BANK DRAFT, BANK CASHIER'S CHECK OR CERTIFIED CHECK HERE.

In the event that one check or draft is intended to cover two or more bids, the amount must be equal to the sum of the proposal guarantees of the individual sections covered.

If the check or draft is placed on another proposal, state below where it may be found, as follows: The check or draft will be found in the proposal for:

_____.

1.13 PERFORMANCE/PAYMENT BOND

The undersigned bidder agrees to provide Performance Bond and Payment Bond

executed in accordance with Contract Performance Bond form furnished by and acceptable to the Owner written with The Ohio Casualty Insurance Company

in the amount of 110% of the Contract Sum (Total Base Bid and all accepted alternatives and adjustments) the cost of which is included in the Bid.

Cost of bond for change order is 1.5 percent of change order cost.

1.14 LIQUIDATED DAMAGES

The undersigned Bidder understands and agrees to the provisions stated under "LIQUIDATED DAMAGES" in the General Conditions and shall be assessed at the specified daily rate for each calendar day or partial calendar day until completion as defined herein.

1.15 MATERIAL SUBSTITUTION SHEET

The following is a schedule of substitute materials I propose to furnish on this job, with the difference in price being added to or deducted from the Base Bid. The Base Bid is understood to include only those items which are definitely specified by trade names or otherwise.

I understand that if no price difference is indicated, then the selection of materials is optional with the Owner, and approval or rejection of the substitution below will be indicated prior to signing of Contracts.

<u>PRODUCT NAME AND/OR MANUFACTURER</u>	<u>ADD</u>	<u>DEDUCT</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

1.16 PROPOSAL SIGNATURE (REQUIRED)

A. SOLE PROPRIETOR

Signature of Bidder: _____

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20__

Notary Public

Commission Expires: _____

B. PARTNERSHIP

Signature of All Partners:

Name (typed or printed)

Name (typed or printed)

SUBSCRIBED AND SWORN to before me this ____ day of _____, 20__

Notary Public

Commission Expires: _____

C. CORPORATION
Signature of Authorized Official: _____

Title: Vice President

Name above (typed or printed): Sandy Guzman Bodin

(If other than the president, attach a certified copy of that section of corporate by-laws or other authorization by the Corporation which permits the person to execute the offer for the Corporation.)

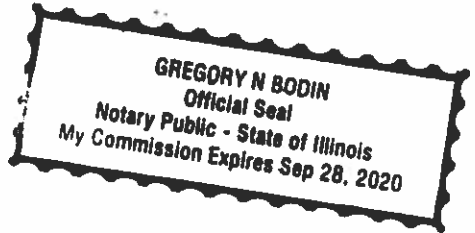
(Corporate Seal)

Attest: *Carmen Guzman*
Secretary

SUBSCRIBED AND SWORN to before me this 23rd day of May, 2017

[Signature]
Notary Public

Commission Expires: 9/28/2020



1.17 DISCLOSURE

- A. The undersigned duly sworn deposes and says on oath that the bidder has withheld no disclosures of ownership interest and the information provided herein to the best of its knowledge is current and said undersigned has not entered into any agreement with any other bidder or prospective bidder or with any other person, firm or corporation relating to the price named in said proposal or any other proposal, nor any agreement or arrangement under which any person, firm or corporation is to refrain from bidding, nor any agreement or arrangement for any act or omission in restraint of free competition among bidders and has not disclosed to any person, firm or corporation the terms of this bid or the price named herein.

Bidder: April Building Services, Inc.

Business Address: 22W274 Irving Park Rd.

Roselle, IL 60172

Telephone Number: 630-373-7666

1.18 CONTACTS

- A. In the event the Evanston City Council approves this bid response, list the name, address, telephone, and fax number of the person to be contacted:

Bidder: Greg Bodin, Project Manager

Address: 22W274 Irving Park Rd.

Roselle, IL 60172

Telephone Number: 630-373-7666

Fax Number: 630-622-0452

1.19 REFERENCES

A. Provide three (3) references for which your firm has completed work of a similar scope in the past.

1. Name: 2016 Main Library Weatherproofing Phase 1
Address: 1701 Orrington Ave., Evanston, IL 60201
Contact Person: John Devaney
Phone: 847-448-8622
Contract Value: \$158,545
Contract Dates: 8/15/16 - 10/31/16

2. Name: Hinsdale Brush Hill Metra Station Masonry
Address: 21 E. Hinsdale Ave., Hinsdale, IL
Contact Person: Jim Piontkowski, Village of Hinsdale
Phone: (630) 789-7028
Contract Value: \$307,685
Contract Dates: 10/1/15 - 11/24/15

3. Name: 2015 Parapet Rebuild / POB Caulking & Pressure Washing
Address: 1044 N. Francisco Ave., Chicago, IL
Contact Person: Dan Ellis, Norwegian American Hospital
Phone: (773) 292-8268
Contract Value: \$133,320
Contract Dates: 9/9/15 - 11/16/15

EXHIBIT B

City of Evanston M/W/EBE Policy

A City of Evanston goal is to provide contracting and subcontracting opportunities to Minority Business Enterprises, Women Business Enterprises, and Evanston Business Enterprises. The goal of the Minority, Women and Evanston Business Enterprise Program (M/W/EBE) is to assist such businesses with opportunities to grow. To assist such growth, the City's goal is to have general contractors utilize M/W/EBEs to perform no less than 25% of the awarded contract.

Firms bidding on projects with the City must work to meet the 25% goal or request a waiver from participation. It is advised that bidders place advertisements requesting subcontractors and that they email or contact individual firms that would be appropriate to partner in response to the project. For samples of possible advertisements, see the City of Evanston's Business Diversity Section <http://www.cityofevanston.org/business/business-diversity/> (Sample Advertisement). If you request a paper copy of the additional documents, it will be available free of charge from the Purchasing Office, 2100 Ridge Road Suite 4200, Evanston, IL 60201.

If a bidder is unable to meet the required M/W/EBE goal, the Bidder must seek a waiver or modification of the goal on the attached forms. Bidder must include:

1. A narrative describing the Bidder's efforts to secure M/W/EBE participation prior to the bid opening.
2. Documentation of each of the assist agencies that were contacted, the date and individual who was contacted and the result of the conversation (see form)
3. A letter attesting to instances where the bidder has not received inquiries/proposals from qualified M/W/EBEs
4. Names of owners, addresses, telephone numbers, date and time and method of contact of qualified M/W/EBE who submitted a proposal but were not found acceptable.
5. Names of owners, addresses, telephone numbers, date and time of contact of at least 15 qualified M/W/EBEs the bidder solicited for proposals for work directly related to the Bid prior to the bid opening (copies must be attached).

If a bidder is selected with a Subcontractor listed to meet the M/W/EBE goal, a "monthly utilization report" will be due to the City prior to each payment being issued to the Contractor. This report will include documentation of the name of the firm hired, the type of work that firm performed, etc. Should the M/W/EBE not be paid according to the schedule proposed in this document, the City reserves the right to cancel the contract. Examples of this monthly form can be found on the City's website: <http://www.cityofevanston.org/business/business-diversity/> (MWEBE Monthly Utilization Report).

EXHIBIT C

M/W/EBE PARTICIPATION COMPLIANCE FORM

I do hereby certify that

April Building Services, Inc. (Name of firm) intends to participate as a Subcontractor or General Contractor on the project referenced above.

This firm is a (check only one):

- Minority Business Enterprise (MBE), a firm that is at least 51% managed and controlled by a minority, certified by a certifying agency within Illinois.
- Women's Business Enterprise (WBE), a firm that is at least 51% managed and controlled by a woman, certified by a certifying agency within Illinois.
- Evanston Based Enterprise (EBE), a firm located in Evanston for a minimum of one year and which performs a "commercially useful function".

Total proposed price of response \$ 287,330

Amount to be performed by a M/W/EBE \$ 287,330

Percentage of work to be performed by a M/W/EBE 100 %

Information on the M/W/EBE Utilized:

Name April Building Services, Inc.

Address 22W274 Irving Park Rd., Roselle, IL 60172

Phone Number 630-373-7666

Signature of firm attesting to participation _____

Title and Date Sandy Guzman Bodin, Vice President 5/23/2017

Please attach

1. Proper certification documentation if applying as a M/WBE and check the appropriate box below. This M/WBE will be applying with documentation from:
 - Cook County
 - City of Chicago
 - State certification
 - Federal certification

EXHIBIT F

CITY OF EVANSTON LOCAL EMPLOYMENT PROGRAM (LEP) COMPLIANCE

Effective Date January 1, 2015

City of Evanston Ordinance 60-O-14, Local Employment Program (LEP) New Penalties:

- **Ordinance 60-O-14**, Amendment to the MWEBE/LEP revising the penalty section from a \$100/per day to a 1.0% of total project value penalty can be found at: Ordinance 60-O-14 Amendment MWEBE LEP of the Evanston City Code Section 1-17-1 (C) can be found at Municode Library. The following are excerpts from Ordinance 60-O-14, Amending City Code Section 1-17-1(C)(11): Penalty.

If the contactor or subcontractor fails to comply: The City may impose a fine up to one percent (1.0%) of the approved project price in total. Contractors or subcontractors that are out of compliance due to a resident termination or resignation shall immediately notify the Business Workforce Compliance Coordinator of this occurrence within two (2) business days. Subsequently, the contractor or subcontractor shall have five (5) additional business days to replace a terminated or resigned worker with another resident.

If the contactor or subcontractor fails to comply: If the contractor or subcontractor fails to make the replacement or to notify the Business Workforce Compliance Coordinator of this occurrence, the offending party will also be subject to a penalty up to one percent (1.0%) of the approved project price. If the noncompliant contractor makes a good faith effort to replace the resident, the fine may be waived.

If the contactor or subcontractor fails to comply: At the sole discretion of the City, a contractor or subcontractor that has violated the terms of the Local Employment Program within a three-year period may be determined a non-responsible bidder and excluded from bidding on future projects for a period of not less than one year.

If the employee (LEP Evanston resident) fails to comply: At the sole discretion of the City, an employee that has been hired through the LEP may be removed from the program for a period of not less than one year for failing to adhere to program guidelines or due to termination by the contractor for cause. Such termination process will be reviewed by the Business Workforce Compliance Coordinator.

****Detailed Local Employment Program Instructions "How to Comply" can be found at: Local Employment Program Detailed Instructions**

Local Employment Program or Exhibit F Questions: City staff is available for assistance to help with compliance. Submit questions in writing to Sharon A. Johnson, Business Workforce Compliance Coordinator at shjohnson@cityofevanston.org.

EXHIBIT F

LOCAL EMPLOYMENT PROGRAM COMPLIANCE
CITY CODE SECTION 1-17-1(C): LOCAL EMPLOYMENT PROGRAM

I have read and understood the requirements of the City of Evanston Local Employment Program ("LEP") as set forth in City of Evanston Code Section 1-17-1(C): Local Employment Program. I intend to comply with the program as follows:

Estimated total labor cost = _____ 15% of total labor cost = _____

- _____ My total bid, including all alternates, is under \$250,000, and the LEP does not apply.
- _____ My total bid, including all alternates, is equal to or greater than \$250,000, and I already employ, and will continue to employ for the duration of the contract for which I am submitting this bid, Evanston residents (residing in zip codes 60201 or 60202) for at least 15% of all hours worked at the construction site by construction trade workers.
- _____ My total bid, including all alternates, is equal to or greater than \$250,000, and I will employ, for the duration of the contract for which I am submitting this bid, through use of the City of Evanston database or otherwise, Evanston residents (residing in zip codes 60201 or 60202) for at least 15% of all hours worked at the construction site by construction trade workers.
- _____ My total bid, including all alternates, is equal to or greater than \$250,000, and I have been unable to comply with the LEP requirements but am willing to work with the City to achieve compliance.
- My total bid, including all alternates, is equal to or greater than \$250,000, and after having made sincere attempt to comply as noted below, I seek a waiver on a portion or all of the LEP requirements on this contract. Complete next section "Reasons for Waiver Request" below.

I UNDERSTAND THAT FAILURE TO COMPLY WITH THE LEP, REGARDLESS OF INTENT, MAY RESULT IN MAXIMUM PENALTY AS SET FORTH IN CITY CODE SECTION 1-17-1(C)(11), AS AMENDED.

WAIVER WILL BE GRANTED ONLY AFTER SINCERE ATTEMPT TO COMPLY*

REASONS FOR WAIVER REQUEST: PLEASE CHECK ALL THAT APPLY AND COMPLETE INFORMATION REQUESTED:

- 1. I have made sincere attempt as otherwise indicated below, but have nonetheless been unable to comply.
 - a. I do or will employ Evanston residents for the project, but such employment amounts to ____% of total labor cost.
- 2. The nature of the job is so technical that after having made sincere attempt as otherwise indicated below, I have been unable to locate any Evanston residents qualified to perform any aspects of the work. Please describe applicable job requirements/qualifications. Attach separate sheet if necessary:
Only trade Union applicable to this project is Local 52 Pointers, Caulkers and Cleaners. No workers currently residing in the LEP zone that are in good standing are available for employment. Our signatory status bars us from hiring non-union workers.

***THE FOLLOWING DEMONSTRATE SINCERE ATTEMPT TO COMPLY: PLEASE CHECK EACH BOX COMPLETED, AS APPLICABLE:**

- 3. I have utilized the local resident database and otherwise worked with the City in attempt to hire Evanston residents in compliance with LEP on this project, and have nonetheless been unable to comply;
- 4. I have placed one or more ads in a local newspaper seeking to hire Evanston residents in compliance with LEP on this project, and have nonetheless been unable to comply; and
- 5. If I am utilizing union labor, I have contacted Chicagoland labor unions to request Evanston residents for employment in compliance with LEP on this project, and have nonetheless been unable to comply.

I have read The City of Evanston, Local Employment Program (LEP) requirements as set forth in City Code Section 1-17-1(C): Local Employment Program. I understand and will comply with the LEP requirements for this project with respect to the job and/or any waiver, as applicable. **I UNDERSTAND THAT IF MY APPLICATION IS NOT COMPLETE, MY BID MUST BE REJECTED.**

SIGNED:

Signature

Greg Bodin, Project Manager 5/23/2017

Printed Name and Title

Date

On behalf of Company: April Building Services, Inc.

EXHIBIT G

**CERTIFICATION OF BIDDER REGARDING
EQUAL EMPLOYMENT OPPORTUNITY
(Only if Contract Exceeds \$10,000)**

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION OF BIDDER

April Building Services, Inc. 22W274 Irving Park Rd., Roselle, IL 60172

Name and Address of Bidder (Include ZIP Code)

IRS EMPLOYER I.D. NUMBER 36- 4168983

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause. Yes No
2. Bidder has filed all compliance reports due under applicable instructions. Yes No
3. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended? Yes No

Name: Sandy Guzman Bodin

Title: Vice President

Signature: _____

Date: 5/23/2017

- 1c. (Answer only if corporation has fewer than 33 shareholders.) Names and addresses of all shareholders and percentage of interest of each herein. (Note: Corporations which submit S.E.C. form 10K may substitute that statement for the material requested herein.)
- Carmen Guzman - 70% Shareholder Sandy Guzman Bodin - 30% Shareholder
- | | |
|---------------------------|-------------------------------|
| <u>342 Veronica Circe</u> | <u>680 Hampton Crse</u> |
| <u>Bartlett, IL 60103</u> | <u>West Chicago, IL 60185</u> |

SECTION 2 - PARTNERSHIP/ASSOCIATION/JOINT VENTURE

- 2a. The name, address, and percentage of interest of each partner whose interests therein, whether limited or general, is equal to or in excess of 3%.

THIS PAGE IS EXEMPT FROM FOIA REQUESTS

This ENTIRE PAGE represents PROPRIETARY FINANCIAL INFORMATION where disclosure may cause competitive harm. Such information is EXEMPT according to the Illinois Freedom of Information Act (5 ILCS 140 / 7(1)(g)).

- 2b. Associations: The name and address of all officers, directors, and other members with 3% or greater interest.

SECTION 3 - TRUSTS

- 3a. Trust number and institution.

- 3b. Name and address of trustee or estate administrator.

3c. Trust or estate beneficiaries: Name, address, and percentage of interest in total entity.

SECTION 4 - ALL APPLICANTS - ADDITIONAL DISCLOSURE

4a. Specify which, if any, interests disclosed in Section 1, 2, or 3 are being held by an agent or nominee, and give the name and address of principal.

None.

4b. If any interest named in Section 1, 2, or 3 is being held by a "holding" corporation or other "holding" entity not an individual, state the names and addresses of all parties holding more than a 3% interest in that "holding" corporation or entity as required in 1(a), 1(b), 1(c), 2(a), and 2(b).

None.

4c. If "constructive control" of any interest named in Sections 1, 2, 3, or 4 is held by another party, give name and address of party with constructive control. ("Constructive control" refers to control established through voting trusts, proxies, or special terms of venture of partnership agreements.)

None.

I have not withheld disclosure of any interest known to me. Information provided is accurate and current.

5/23/2017
Date

Signature of Person Preparing Statement
Vice President
Title

ATTEST: 
Notary Public

(Notary Seal)

Commission Expires: 9/28/2020



EXHIBIT I

ADDITIONAL INFORMATION SHEET

Bid/Proposal Name: 2017 Main Library Weatherproofing - Phases 2 & 3

Bid/Proposal Number #: 17-29

Company Name: April Building Services, Inc.

Contact Name: Greg Bodin, Project Manager

Address: 22W274 Irving Park Rd.

City, State, Zip: Roselle, IL 60172

Telephone/FAX: #630-373-7666 / 630-622-0452

E-mail: gbodin@aprilbuilding.net

Comments: _____

EXHIBIT J

**CERTIFICATE OF COMPLIANCE
WITH PREVAILING WAGE RATE ACT**

The undersigned, upon being first duly sworn, hereby certifies to the City of Evanston, Cook, County, Illinois, that all work under this contract shall comply with the Prevailing Wage Rate Act of the State of Illinois, 820 ILCS 130 *et seq.*, and as amended by Public Acts 86-799 and 86-693 and current City of Evanston Resolution, with rates to be paid in effect at time work is performed. Contractors shall submit monthly certified payroll records to the city.

Name of Contractor: April Building Services, Inc.

By: _____ Sandy Guzman Bodin, Vice President

By: State of Illinois, County of DuPage

Subscribed and sworn to before me this 23rd day
of May, 2017.

By: _____ Notary Public

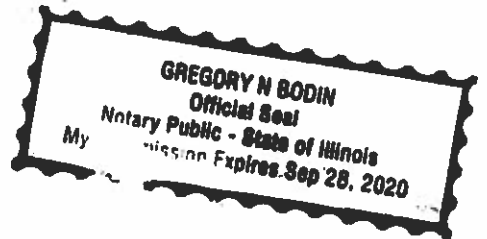


EXHIBIT K

MAJOR SUBCONTRACTORS LISTING

The following Tabulation of Major Subcontractors shall be attached and made a condition of the Bid. The Bidder expressly understands and agrees to the following provisions:

- A. If awarded a Contract as a result of this Bid, the major subcontractors used in the prosecution of the work will be those listed below.
- B. The following list includes all subcontractors who will perform work representing 5% (five percent) or more of the total Base Bid.
- C. The subcontractors listed below are financially responsible and are qualified to perform the work required.
- D. The subcontractors listed below comply with the requirements of the Contract Documents.
- E. Any substitutions in the subcontractors listed below shall be requested in writing by the Contractor and must be approved in writing by the Owner. All pertinent financial, performance, insurance and other applicable information shall be submitted with the request for substitutions(s). Owner shall respond to such requests within 14 calendar days following the submission of all necessary information to the full satisfaction of the Owner.

<u>Category Number</u>	<u>Name of Subcontractor</u>	<u>Address and Telephone</u>
	None.	

(Attach additional sheets as required)

END OF SECTION

EXHIBIT L

CONFLICT OF INTEREST

April Building Services, Inc., hereby certifies that it has conducted an investigation into whether an actual or potential conflict of interest exists between the Bidder, its owners and employees and any official or employee of the City of Evanston.

Bidder further certifies that it has disclosed any such actual or potential conflict of interest and acknowledges if Bidder/proposer has not disclosed any actual or potential conflict of interest, the City of Evanston may disqualify the bid/proposal.

Sandy Guzman Bodin, Vice President

(Name of Bidder/proposer if the Bidder/proposer is an Individual)
(Name of Partner if the Bidder/proposer is a Partnership)
(Name of Officer if the Bidder/proposer is a Corporation)

The above statements must be subscribed and sworn to before a notary public.
Subscribed and Sworn to this 23rd day of May, 2017



Notary Public

Commission Expires: 9/28/2020

(Notary Seal)

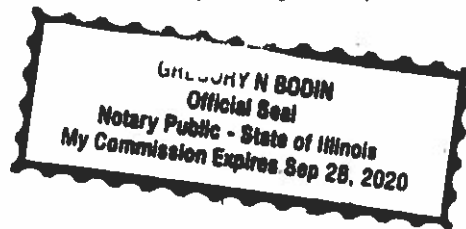


EXHIBIT M

**SIGNATURE FORM
THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED**

The undersigned hereby certifies that they have read and understand the contents of this solicitation and attached service agreements, and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or to accept any request for additional compensation. By signing this document, the proposer hereby certifies that they are not barred from bidding on this contract as a result bid rigging or bid rotating or any similar offense (720 ILCS 5/33 E-3, E-4).

Authorized Signature: _____

Company Name: April Building Services, Inc.

Typed/Printed Name: Sandy Guzman Bodin

Date: 5/23/2017

Title: Vice President

Telephone Number: 630-306-7554

E-mail sgbodin@aprilbuilding.net

Fax Number: 630-622-0452

Exhibit N

Contractor Services Agreement Acknowledgement Page

The City has attached its standard contractor services agreement as an exhibit to this bid document. Identify all exceptions to the agreement that would prevent your firm from executing it. **The City shall not consider or negotiate regarding exceptions submitted at any time after the submission of the Bidder's response. Please check one of the following statements:**

I have read the contractor services agreement and plan on executing the agreement without any exceptions.

My firm cannot execute the City's standard contractor service agreement unless the exceptions noted below or in the attached sample contractor services agreement are made.

*****Please be aware that submitting exceptions to the contract may impact the likelihood of your firm being selected to perform this work.**

List exceptions in the area below:

Authorized Signature: _____ **Company Name:** April Building Services, Inc.

Typed/Printed Name and Title: Sandy Guzman Bodin **Date:** 5/23/2017
Vice President


Vanguard®

Organization Resolution

For naming officers or other persons who are authorized to conduct transactions for an organization

Organizations covered by this form

- Corporations.
- Sole proprietorships.
- Partnerships.
- Limited liability companies and partnerships.
- Professional corporations and associations.
- Endowments.
- Business trusts.
- Other entities and organizations.

You can use this form if the organization is either:

- The registered account owner, trustee, or guardian/conservator; or
- An agent for another account owner.

Who can sign

Authorized signatories may include officers, general partners, managing members, or other persons allowed to act on the organization's Vanguard and Vanguard Brokerage Services® (Vanguard Brokerage) accounts.

Where noted in Sections 3 and 4, each authorized signatory or other authorized person for a Vanguard Brokerage account must check one or both boxes to indicate any associations or affiliations that apply. If the first box is checked, the authorized signatory or other authorized person must include with this form a letter of account approval from the associated organization's compliance officer. Upon written request of the member firm, we'll automatically send them duplicate copies of confirmations, statements, or other information. Failure to include an approval letter may delay the processing of your form. An account approval letter isn't needed for FINRA, New York Stock Exchange, or Vanguard employees.

Important: Signatures are required to authorize this resolution. For specific instructions, refer to Section 5.

If your organization has only one authorized signatory, please have a bank officer, practicing attorney, or member of a domestic stock exchange complete the third-party certification in Section 5.

Once we've received your completed resolution, authorized persons can transact on your organization's behalf without providing certified resolutions.


Vanguard®

Organization Resolution

Effective April 2017

Use this form to authorize persons to conduct transactions on your organization's Vanguard mutual fund and/or Vanguard Brokerage Services® (Vanguard Brokerage) accounts or to authorize persons to act for the organization on behalf of another account owner.

This resolution remains in effect until Vanguard receives notification that it has been revoked or receives a new form. You must file a new Organization Resolution each time there's a change in the identity of individuals authorized to act for your organization.

For brokerage accounts only. Please include a current copy of your organization's document (for example, your corporate secretary's certificate, operating agreement, board minutes, or a similar document) that confirms that the individuals listed in Section 3 are authorized to act.

Print in capital letters and use black ink.

Questions?

Call 800-662-2739.

If you need other forms, go to vanguard.com/serviceforms.

1. Organization information

Taxpayer ID number 36-6005870	Contact phone <i>area code, number, extension</i> 847-448-8650 <input type="checkbox"/> Mobile
Name of organization <i>Provide the full, legal name.</i> Evanston Public Library	

2. Type of authorization *Check one, then skip to the appropriate section.*

If you check this box, continue to Section 3.

Option A. Authorization to act on an organization's accounts or if the organization serves as trustee or guardian/conservator

If you check this box, continue to Section 4.

Option B. Authorization to act on behalf of or as interested party for another account owner

To be eligible to serve as agent or interested party for another account owner, the organization must have been appointed under our Agent Authorization, Agent Certification for Incapacitated Person, or Information-Only Access Form that has been or is being completed and submitted to us by the account owner.

3. Authorization to act on an organization's accounts

Complete this section only if you selected Option A in Section 2.

Authorized signatories

When acting on an organization's account or if the organization serves as a trustee or guardian/conservator, the individuals below can:

1. Sign documents related to Vanguard mutual fund and Vanguard Brokerage accounts owned by the organization.
2. Invest the assets of the organization.
3. Obtain account information and give instructions for the purchase, sale, exchange, or transfer of securities.
4. Engage in margin and option trading on Vanguard Brokerage accounts owned by the organization.



* I N F L 7 6 7 1 4 1 4 2 7 1 0 0 *

Indicate how many signatures are required on documents other than checks. If you don't provide a number, Vanguard will assume only one authorized signatory must sign.	Number of signatures required
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Provide the full, legal name. >

If you check this box, a letter of account approval is required for brokerage accounts. Refer to the instructions page. >

Name of authorized signatory <i>first, middle initial, last</i> Karen Danczak Lyons	
Signature X	Date <i>mm/dd/yyyy</i>
<input type="checkbox"/> Check this box if you're 1) an employee of FINRA or 2) associated with a member of a stock exchange, a FINRA member firm, or a municipal securities dealer.	
<input type="checkbox"/> Check this box if you are, or if a household member is, a control person or an affiliate of a public company, as defined in SEC Rule 144 (this would include, but isn't limited to, 10% shareholders, policymaking executives, and members of the board of directors). If this box is checked, you must provide the names and trading symbols of the companies for which such person serves as a control person or an affiliate.	
Name of company	Trading symbol

If you check this box, a letter of account approval is required for brokerage accounts. Refer to the instructions page. >

Name of authorized signatory <i>first, middle initial, last</i> Teresa D. Campbell	
Signature X	Date <i>mm/dd/yyyy</i>
<input type="checkbox"/> Check this box if you're 1) an employee of FINRA or 2) associated with a member of a stock exchange, a FINRA member firm, or a municipal securities dealer.	
<input type="checkbox"/> Check this box if you are, or if a household member is, a control person or an affiliate of a public company, as defined in SEC Rule 144 (this would include, but isn't limited to, 10% shareholders, policymaking executives, and members of the board of directors). If this box is checked, you must provide the names and trading symbols of the companies for which such person serves as a control person or an affiliate.	
Name of company	Trading symbol

If you check this box, a letter of account approval is required for brokerage accounts. Refer to the instructions page. >

Name of authorized signatory <i>first, middle initial, last</i>	
Signature X	Date <i>mm/dd/yyyy</i>
<input type="checkbox"/> Check this box if you're 1) an employee of FINRA or 2) associated with a member of a stock exchange, a FINRA member firm, or a municipal securities dealer.	
<input type="checkbox"/> Check this box if you are, or if a household member is, a control person or an affiliate of a public company, as defined in SEC Rule 144 (this would include, but isn't limited to, 10% shareholders, policymaking executives, and members of the board of directors). If this box is checked, you must provide the names and trading symbols of the companies for which such person serves as a control person or an affiliate.	
Name of company	Trading symbol

If you need more space to list additional authorized signatories, copy this page.



Online access and electronic delivery *optional*

If desired, provide the name and email address of the authorized signatory, from page 2, who's authorized to establish secure access to the organization's accounts online and consent to electronic delivery (e-delivery) of the organization's account documents. Only one person can be given this authority.

The authorized signatory will need to set up these services separately once we've processed this form. Not all organization accounts are eligible for e-delivery, the authorized signatory will have the option of electing e-delivery for any eligible accounts after registering for online access. If the organization listed on this form isn't the account owner, you can't change the mailing preferences.

If by submitting this form the organization is removing or replacing the authorized signatory designated for online access and e-delivery, we'll reset the account's online access and change the mailing preferences for all account documents to U.S. mail delivery. The new authorized signatory (if any) will need to sign up for these services, if desired.

Note: Any of the authorized signatories listed on page 2 can obtain account information and perform transactions by calling a Vanguard investment professional.

Use an individual or personal email address, such as johndoe@xyzcompany.com.

Name of authorized signatory *first, middle initial, last*
Karen E. Danczak-Lyons

Email address of authorized signatory
kdanczaklyons@cityofevanston.org

This will be the email address for the account, all email notifications will be sent here. If you need to change the email address, you'll need to first request a PIN, which will be sent to the email address before you can change it.

Additional persons who can conduct transactions *optional*

The authorized persons listed below won't be allowed to sign any documents related to your accounts. However, they'll be allowed to invest the assets of the organization, obtain account information and give instructions for the purchase, sale, or exchange of securities; and engage in margin and option trading (if available) on Vanguard Brokerage accounts owned by the organization.

If you check this box, a letter of account approval is required for brokerage accounts. Refer to the instructions page.

Name of authorized person *first, middle initial, last*
Teresa D. Campbell

Check this box if you're 1) an employee of FINRA or 2) associated with a member of a stock exchange, a FINRA member firm, or a municipal securities dealer.

Check this box if you are, or if a household member is, a control person or an affiliate of a public company, as defined in SEC Rule 144 (this would include, but isn't limited to, 10% shareholders, policymaking executives, and members of the board of directors). If this box is checked, you must provide the names and trading symbols of the companies for which such person serves as a control person or an affiliate.

Name of company	Trading symbol
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If you check this box, a letter of account approval is required for brokerage accounts. Refer to the instructions page.

Name of authorized person *first, middle initial, last*

Check this box if you're 1) an employee of FINRA or 2) associated with a member of a stock exchange, a FINRA member firm, or a municipal securities dealer.

Check this box if you are, or if a household member is, a control person or an affiliate of a public company, as defined in SEC Rule 144 (this would include, but isn't limited to, 10% shareholders, policymaking executives, and members of the board of directors). If this box is checked, you must provide the names and trading symbols of the companies for which such person serves as a control person or an affiliate.

Name of company	Trading symbol
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4. Authorization to act on behalf of another account owner

Complete this section only if you selected Option B in Section 2.

Account owner information

Name of account owner, trust, or organization	Last four digits of taxpayer ID number
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Authorized person information List the names of any authorized persons assigned to act on behalf of the organization as agent or interested party for the above account owner.

If you check this box, a letter of account approval is required for brokerage accounts. Refer to the instructions page. >

Name of authorized person <i>first, middle initial, last</i>	
<input type="checkbox"/> Check this box if you're 1) an employee of FINRA or 2) associated with a member of a stock exchange, a FINRA member firm, or a municipal securities dealer.	
<input type="checkbox"/> Check this box if you are, or if a household member is, a control person or an affiliate of a public company, as defined in SEC Rule 144 (this would include, but isn't limited to, 10% shareholders, policymaking executives, and members of the board of directors). If this box is checked, you must provide the names and trading symbols of the companies for which such person serves as a control person or an affiliate.	
Name of company	Trading symbol

If you check this box, a letter of account approval is required for brokerage accounts. Refer to the instructions page. >

Name of authorized person <i>first, middle initial, last</i>	
<input type="checkbox"/> Check this box if you're 1) an employee of FINRA or 2) associated with a member of a stock exchange, a FINRA member firm, or a municipal securities dealer.	
<input type="checkbox"/> Check this box if you are, or if a household member is, a control person or an affiliate of a public company, as defined in SEC Rule 144 (this would include, but isn't limited to, 10% shareholders, policymaking executives, and members of the board of directors). If this box is checked, you must provide the names and trading symbols of the companies for which such person serves as a control person or an affiliate.	
Name of company	Trading symbol

Return pages 1–7 of this form, even if some sections are left blank.



5. Certification and indemnification

For Option A

If signing to authorize persons to act on the organization's own Vanguard mutual fund or Vanguard Brokerage accounts or where the organization serves as a trustee or guardian/conservator, confirm the following by signing on page 7:

- Each of the authorized signatories identified in Section 3 is duly authorized by resolution of the board of directors or other governing body of the organization, or under the organization's charter or other organizing document, to act on behalf of the organization in connection with any Vanguard mutual fund and/or Vanguard Brokerage accounts owned by the organization. Each such signatory is authorized to invest the assets of the organization; obtain information and give instructions for the purchase, sale, exchange, or transfer of securities; engage in margin and option trading on Vanguard Brokerage accounts owned by the organization; and execute any necessary documents in connection with those securities and/or the Vanguard accounts owned by the organization.
- Each of the additional authorized persons identified in Section 3 is authorized to act on behalf of the organization in connection with any Vanguard mutual fund and/or Vanguard Brokerage accounts owned by the organization. Each such additional authorized person is authorized to invest the assets of the organization; obtain information and give instructions for the purchase, sale, exchange, or transfer of securities, and engage in margin and option trading on Vanguard Brokerage accounts owned by the organization. However, the additional authorized persons are not authorized to execute any documents in connection with the organization's accounts.
- The organization is solely responsible for informing Vanguard of any changes in the authority or identity of any of the authorized signatories or other authorized persons identified in Section 3.

Return pages 1–7 of this form, even if some sections are left blank.



For Option B

If signing to identify persons authorized to act on behalf of the organization as agent or interested party for another account owner under an Agent Authorization, Agent Certification for Incapacitated Person, or Information-Only Access Form, confirm the following by signing on page 7:

The undersigned authorized signatories of the organization identified in Section 1 hereby certify that each is authorized to act on behalf of the organization to the extent of the authority granted to the organization in an Agent Authorization, Agent Certification for Incapacitated Person, or Information-Only Access Form filed with Vanguard previously or at the same time as this form.

The organization acknowledges that:

- The authorized persons identified in Section 4 are authorized to act only with respect to the Vanguard mutual fund and/or Vanguard Brokerage accounts owned by the account owner for which the organization has been authorized as an agent or interested party. The organization further acknowledges that it must file a separate Organization Resolution for each additional account owner for whom the organization serves as an agent or interested party.
- The organization is solely responsible for informing Vanguard of any changes in the authority or identity of the authorized persons listed in this section.
- Vanguard isn't responsible for any acts or omissions taken in regard to any instructions believed by Vanguard to have originated from any authorized person identified in Section 4 until Vanguard has received written notice of the revocation of such authorized person's authority and Vanguard has had a reasonable period of time to act upon such notice.

The following statement applies to organizations that may engage in option trading:

I/We understand the investment objectives and trading plan of the registered account owner(s) and will only use trading strategies that are consistent with these objectives and plans.

I/We acknowledge that I/we have received from the registered account owner(s) (or I/we already possess) copies of the Vanguard Brokerage Option Application and Vanguard Brokerage Option Account Agreement (Option Agreement), and I/we have read and understand them. I/We also acknowledge that if the registered account owner(s) is/are approved for option trading, the owner(s) will be sent the booklet *Characteristics and Risks of Standardized Options*. I/We agree to read the booklet prior to conducting any trades in the registered account owner's(s') account. I/We also accept all the terms and conditions of the Option Agreement.

I/We acknowledge receiving a copy of the Option Agreement, which contains a predispute arbitration clause highlighted in paragraphs 14 and 15 on page 3. By signing this application, I/we agree to be bound by the terms of the Option Agreement.

Applies to brokerage option accounts only if Section 4 has been completed.

Signatures are required on the next page.



For all organizations submitting this resolution

The organization agrees to indemnify and hold The Vanguard Group, Inc., Vanguard Marketing Corporation, their affiliates, each of the investment company members of The Vanguard Group, and their respective officers, employees, and agents (collectively, Vanguard) harmless from and against all losses, claims, and expenses (including attorney's fees) of any kind incurred by Vanguard for relying in good faith upon information provided in this resolution and for acting on instructions believed by Vanguard to have originated from any authorized signatory or other authorized person identified in Section 3, or any authorized person identified in Section 4, as the case may be. This resolution remains in full force and effect until revoked by an authorized signatory of the organization. Each Organization Resolution filed with Vanguard revokes a corporate/organization resolution previously filed with Vanguard in its entirety. Any revocation will not affect any liability resulting from transactions initiated before Vanguard has had a reasonable amount of time to act upon the revocation.

The undersigned are authorized to certify this information on behalf of the organization and confirm that these provisions conform to the charter or other organizing document of our organization.

Important: Two authorized signatories must sign below.

Sign here.
 You can sign even if your name is included in Section 4 as an authorized person.
 If the organization has only one authorized signatory, a third-party certification must be provided below.

Name of authorized signatory <i>first, middle initial, last</i> Michael M. Tannen	Title President
Signature X	Date <i>mm/dd/yyyy</i>
Name of authorized signatory <i>first, middle initial, last</i> Vaishali Patel	Title Secretary
Signature X	Date <i>mm/dd/yyyy</i>

Third-party certification

I certify that the person who signed above is the duly authorized signatory of the organization identified in Section 1.

Required if the organization has only one authorized signatory.

Name of bank officer, practicing attorney, or member of a domestic stock exchange	
Title	
Name of bank or firm	
Signature X	Date <i>mm/dd/yyyy</i>

Return pages 1-7 of this form, even if some sections are left blank.



Mailing information

Make a copy of your completed form for your records.

Mail pages 1–7 of this form—even if some sections are left blank—and any attached information in the enclosed postage-paid envelope.

If you don't have a postage-paid envelope, mail to: Vanguard
P.O. Box 1110
Valley Forge, PA 19482-1110

For registered or certified mail, or overnight delivery, mail to: Vanguard
455 Devon Park Drive
Wayne, PA 19087-1815

Reminders

Review all of these requirements before returning this resolution to Vanguard. > You MUST include the following items. If any are missing upon receipt of this form at Vanguard, your request won't be processed.

- The correct taxpayer ID number in Section 1.
- Names of all authorized signatories and/or persons in Section 3 or 4.
- All appropriate signatures in Section 5.

For brokerage accounts only

- You MUST include a current copy of your organization's secretary's certificate, operating agreement, board minutes, or a similar document.
- If any authorized signatory/person is 1) an employee of FINRA or 2) associated with a member of a stock exchange, a FINRA member firm, or a municipal securities dealer, you must attach a letter of account approval from the associated organization's compliance officer. Upon written request of the member firm, we'll automatically send them duplicate copies of confirmations, statements, or other information. Failure to include an approval letter may delay the processing of your form. An account approval letter isn't needed for FINRA, New York Stock Exchange, or Vanguard employees.

Vanguard Brokerage Services is a division of Vanguard Marketing Corporation, member FINRA.

Vanguard Asset Management Services™ are provided by Vanguard National Trust Company, which is a federally chartered, limited-purpose trust company operated under the supervision of the Office of the Comptroller of the Currency.

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**CITY OF EVANSTON
PROFESSIONAL SERVICES AGREEMENT**

The parties referenced herein desire to enter into an agreement for professional services for Evanston Public Library Facilities Project Management.

THIS AGREEMENT (hereinafter referred to as the "Agreement") entered into this 22nd day of June, 2017, between the Evanston Public Library, an Illinois municipal public library with a main library and administrative offices located at 1703 Orrington Avenue, and branches at 900 Chicago Avenue and 2026 Central Street in Evanston Illinois (hereinafter referred to as the "Library"), and Jessica Jolly, with her residence located at 1920 Lincoln Street, #3S, Evanston, IL 60201 (hereinafter referred to as the "Consultant"). Compensation for all basic Services ("the Services") provided by the Consultant pursuant to the terms of this Agreement shall not exceed \$2,800 for a one (1) month period.

I. COMMENCEMENT DATE

Consultant shall begin providing the Project Management Services effective June 22, 2017.

II. COMPLETION DATE

Consultant shall complete the Services by the last day of each month for which the Services are contracted. The Services for this agreement will begin on June 22, 2017 and continue on a month to month basis as agreed to and approved by the Library. This Agreement may be renewed for up to two (2) one (1) month extensions. No renewal shall begin until agreed to in writing by both parties prior to the completion date of the Agreement.

III. PAYMENTS

The Library shall pay Consultant those fees as provided here: Payment shall be made upon the submission and approval of a monthly invoice, as set forth in Exhibits A & B – Project Milestones and Deliverables. Any expenses in addition to those set forth here must be specifically approved by the Library in writing in advance.

IV. DESCRIPTION OF SERVICES

Consultant shall perform the services (the "Services") set forth here: Services are those as defined in Exhibit A. Services may include, if any, other documented discussions and agreements regarding scope of work and cost (Exhibit B).

V. GENERAL PROVISIONS

A. Services. Consultant shall perform the Services in a professional and workmanlike manner. All Services performed and documentation (regardless of format) provided by Consultant shall be in accordance with the standards of reasonable care and skill of the profession, free from errors or omissions, ambiguities, coordination problems, and other defects. Consultant shall take into account any and all applicable plans and/or specifications furnished by the Library, or by others at Library's direction or request, to Consultant during the term of this Agreement. All materials, buildings, structures, or equipment designed or selected by Consultant shall be workable and fit for the intended use thereof, and will comply with all applicable governmental requirements. Consultant shall require its employees to observe the working hours, rules, security regulations and holiday schedules of the Library while working and to perform its Services in a manner which does not unreasonably interfere with the Library's business and operations, or the business and operations of other tenants and occupants in the Library which may be affected by the work relative to this Agreement. Consultant shall take all necessary precautions to assure the safety of its employees who are engaged in the performance of the Services, all equipment and supplies used in connection therewith, and all property of Library or other parties that may be affected in connection therewith. If requested by the Library, Consultant shall promptly replace any employee or agent performing the Services if, in the opinion of the Library, the performance of the employee or agent is unsatisfactory.

Consultant is responsible for conforming its final work product to generally accepted professional standards for all work performed pursuant to this Agreement. Consultant is an independent Consultant and is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to, Worker's Compensation Insurance. Nothing in this Agreement accords any third-party beneficiary rights whatsoever to any non-party to this Agreement that any non-party may seek to enforce. Consultant acknowledges and agrees that should Consultant or its sub consultants provide false information, or fail to be or remain in compliance with this Agreement, the Library may void this Agreement. The Consultant warrants and states that it has read the Contract Documents, and agrees to be bound thereby, including all performance guarantees as respects Consultant's work and all indemnity and insurance requirements.

The Consultant shall obtain prior approval from the Library prior to subcontracting with any entity or person to perform any of the work required under this Agreement. If the Consultant subcontracts any of the services to be performed under this Agreement, the sub consultant agreement shall provide that the services to be performed under any such agreement shall not be sublet, sold, transferred, assigned or otherwise disposed of to another entity or person without the Library's prior written consent. The Consultant shall be responsible for the accuracy and quality of any sub consultant's work.

All sub consultant agreements shall include verbatim or by reference the provisions in this Agreement binding upon Consultant as to all Services provided by this Agreement, such that it is binding upon each and every sub consultant that does work or provides Services under this Agreement.

The Consultant shall cooperate fully with the Library, other Library contractors, the City of Evanston, other municipalities and local government officials, public utility companies, and others, as may be directed by the Library. This shall include attendance at meetings, discussions and hearings as requested by the Library. This cooperation shall extend to any investigation, hearings or meetings convened or instituted by OSHA relative to this Project, as necessary. Consultant shall cooperate with the Library in scheduling and performing its Work to avoid conflict, delay in or interference with the work of others, if any, at the Project.

Except as otherwise provided herein, the nature and scope of Services specified in this Agreement may only be modified in writing and after approved by both parties. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representatives of the parties.

B. Representation and Warranties. Consultant represents and warrants that: (1) Consultant possesses and will keep in force all required licenses to perform the Services, (2) the employees of Consultant performing the Services are fully qualified, licensed as required, and skilled to perform the Services.

C. Termination. Library may, at any time, with or without cause, terminate this Agreement upon seven (7) days written notice to Consultant. If the Library terminates this agreement, the Library will make payment to Consultant for Services performed prior to termination. Payments made by the Library pursuant to this Agreement are subject to sufficient appropriations made by the Evanston Public Library and appropriations approved by Evanston City Council. In the event of termination resulting from non-appropriation or insufficient appropriation by the Evanston Public Library and approved by the City Council, the Library's obligations hereunder shall cease and there shall be no penalty or further payment required. In the event of an emergency or threat to the life, safety or welfare of the citizens of the City, the Library shall have the right terminate this Agreement without prior written notice. Within thirty (30) days of termination of this Agreement, the Consultant shall turn over to the Library any documents, drafts, and materials, including but not limited to, outstanding work product, data, studies, test results, source documents, AutoCad Version 2007, PDF, ArtView, Word, Excel spreadsheets, technical specifications and calculations, and any other such items specifically identified by the Library related to the Services herein.

D. Independent Consultant. Consultant's status shall be that of an independent Consultant and not that of a servant, agent, or employee of the Evanston Public Library or City of Evanston. Consultant shall not hold Consultant out, nor claim to be acting, as a servant, agent or employee of the Evanston Public Library or City of Evanston. Consultant is not authorized to, and shall not, make or undertake any agreement, understanding, waiver or representation on behalf of the Evanston Public Library or City of Evanston. Consultant shall at its own expense comply with all applicable workers compensation, unemployment insurance, employer's liability, tax withholding, minimum wage and hour, and other federal, state, county and municipal laws, ordinances, rules, regulations and orders. Consultant agrees to abide by the Occupational Safety & Health Act of 1970 (OSHA), and as the same may be amended from time to time, applicable state and municipal safety and health laws and all regulations pursuant thereto.

E. Conflict of Interest. Consultant represents and warrants that no prior or present services provided by Consultant to third parties conflict with the interests of the Library or City of Evanston in respect to the Services being provided hereunder except as shall have been expressly disclosed in writing by Consultant to the Library and consented to in writing to the Library.

F. Ownership of Documents and Other Materials. All originals, duplicates and negatives of all plans, drawings, reports, photographs, charts, programs, models, specimens, specifications, AutoCad Version 2007, Excel spreadsheets, PDF, and other documents or materials required to be furnished by Consultant hereunder, including drafts and reproduction copies thereof, shall be and remain the exclusive property of the Library, and the Library shall have the unlimited right to publish and use all or any part of the same without payment of any additional royalty, charge, or other compensation to Consultant. Upon the termination of this Agreement, or upon request of the Library, during any stage of the Services, Consultant shall promptly deliver all such materials to the Library. Consultant shall not publish, transfer, license or, except in connection with carrying out obligations under this Agreement, use or reuse all or any part of such reports and other documents, including working pages, without the prior written approval of the Library, provided, however, that Consultant may retain copies of the same for Consultant's own general reference.

G. Payment. Invoices for payment shall be submitted by Consultant to Library at the address set forth above, together with reasonable supporting documentation, Library may require such additional supporting documentation as Library reasonably deems necessary or desirable. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, after Library's receipt of an invoice and all such supporting documentation.

H. Right to Audit. Consultant shall for a period of three years following performance of the Services, keep and make available for the inspection,

examination and audit by Library or Library's authorized employees, agents or representatives, at all reasonable time, all records respecting the services and expenses incurred by Consultant, including without limitation, all book, accounts, memoranda, receipts, ledgers, canceled checks, and any other documents indicating, documenting, verifying or substantiating the cost and appropriateness of any and all expenses. If any invoice submitted by Consultant is found to have been overstated, Consultant shall provide Library an immediate refund of the overpayment together with interest at the highest rate permitted by applicable law, and shall reimburse all of Library's expenses for and in connection with the audit respecting such invoice.

I. Indemnity. Consultant shall defend, indemnify and hold harmless the Library and its officers, elected and appointed officials, agents, and employees from any and all liability, losses, or damages as a result of claims, demands, suits, actions, or proceedings of any kind or nature, including but not limited to costs, and fees, including attorney's fees, judgments or settlements, resulting from or arising out of any negligent or willful act or omission on the part of the Consultant or Consultant's subcontractors, employees, agents or subcontractors during the performance of this Agreement. Such indemnification shall not be limited by reason of the enumeration of any insurance coverage herein provided. This provision shall survive completion, expiration, or termination of this Agreement.

Nothing contained herein shall be construed as prohibiting the Library, or its officers, agents, or employees, from defending through the selection and use of their own agents, attorneys, and experts, any claims, actions or suits brought against them. The Consultant shall be liable for the costs, fees, and expenses incurred in the defense of any such claims, actions, or suits. Nothing herein shall be construed as a limitation or waiver of defenses available to the Library and employees and agents, including but not limited to the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.*

At the City Corporation Counsel's option, Consultant must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the Library and City of Evanston has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Consultant of any of its obligations under this Agreement. Any settlement of any claim or suit related to this Agreement by Consultant must be made only with the prior written consent of the City Corporation Counsel and the Library, if the settlement requires any action on the part of the City or the Library.

To the extent permissible by law, Consultant waives any limits to the amount of its obligations to indemnify, defend, or contribute to any sums due under any Losses, including any claim by any employee of Consultant that may be subject to the Illinois Workers Compensation Act, 820 ILCS 305/1 *et seq.* or

any other related law or judicial decision, including but not limited to, *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991). The Library and City of Evanston, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code or any other statute.

Consultant shall be responsible for any losses and costs to repair or remedy work performed under this Agreement resulting from or arising out of any act or omission, neglect, or misconduct in the performance of its Work or its sub-Consultants' work. Acceptance of the work by the Library will not relieve the Consultant of the responsibility for subsequent correction of any such error, omissions and/or negligent acts or of its liability for loss or damage resulting therefrom. All provisions of this Section shall survive completion, expiration, or termination of this Agreement.

J. Confidentiality. In connection with this Agreement, Library may provide Consultant with information to enable Consultant to render the Services hereunder, or Consultant may develop confidential information for Library. Consultant agrees (i) to treat, and to obligate Consultant's employees to treat, as secret and confidential all such information whether or not identified by Library as confidential, (ii) not to disclose any such information or make available any reports, recommendations and /or conclusions which Consultant may make for Library to any person, firm or corporation or use the same in any manner whatsoever without first obtaining Library's written approval, and (iii) not to disclose to Library any information obtained by Consultant on a confidential basis from any third party unless Consultant shall have first received written permission from such third party to disclose such information.

Pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/7(2), records in the possession of others whom the Library has contracted with to perform a governmental function are covered by the Act and subject to disclosure within limited statutory timeframes (five (5) working days with a possible five (5) working day extension). Upon notification from the Library that it has received a Freedom of Information Act request that calls for records within the Consultant's control, the Consultant shall promptly provide all requested records to the Library so that the Library may comply with the request within the required timeframe. The Library and the Consultant shall cooperate to determine what records are subject to such a request and whether or not any exemptions to the disclosure of such records, or part thereof, is applicable. Vendor shall indemnify and defend the Library from and against all claims arising from the Library's exceptions to disclosing certain records which Vendor may designate as proprietary or confidential. Compliance by the Library with an opinion or a directive from the Illinois Public Access Counselor or the Attorney General under FOIA, or with a decision or order of Court with jurisdiction over the Library and the City, shall not be a violation of this Section.

K. Use of Library's Name or Picture of Property. Consultant shall not in the course of performance of this Agreement or thereafter use or permit the use of Library's name nor the name of any affiliate of the Library or City, nor any picture of or reference to its Services in any advertising, promotional or other materials prepared by or on behalf of Consultant, nor disclose or transmit the same to any other party.

L. No Assignments or Subcontracts. Consultant shall not assign or subcontract all or any part or its rights or obligations hereunder without Library's express prior written approval. Any attempt to do so without the Library's prior consent shall, at Library's option, be null and void and of no force or effect whatsoever. Consultant shall not employ, contract with, or use the services of any other architect, interior designer, engineer, consultant, special contractor, or other third party in connection with the performance of the Services without the prior written consent of Library.

M. Compliance with Applicable Statutes, Ordinances and Regulations. In performing the Services, Consultant shall comply with all applicable federal, state, county, and municipal statutes, ordinances and regulations, at Consultant's sole cost and expense, except to the extent expressly provided to the contrary herein. Whenever the Library deems it reasonably necessary for security reasons, the Library may conduct at its own expense, criminal and driver history background checks of Consultant's officers, employees, subcontractors, or agents. Consultant shall immediately reassign any such individual who in the opinion of the Library does not pass the background check.

N. Liens and Encumbrances. Consultant, for itself, and on behalf of all subcontractors, suppliers, materialmen and others claiming by, through or under Consultant, hereby waives and releases any and all statutory or common law mechanics' materialmen's or other such lien claims, or rights to place a lien upon Library or City property or any improvements thereon in connection with any Services performed under or in connection with this Agreement. Consultant further agrees, as and to the extent of payment made hereunder, to execute a sworn affidavit respecting the payment and lien releases of all subcontractors, suppliers and materialmen, and a release of lien respecting the Services at such time or times and in such form as may be reasonably requested by Library. Consultant shall protect Library and City from all liens for labor performed, material supplied or used by Consultant and/or any other person in connection with the Services undertaken by consultant hereunder, and shall not at any time suffer or permit any lien or attachment or encumbrance to be imposed by any sub Consultant, supplier or materialmen, or other person, firm or corporation, upon Library or City property or any improvements thereon, by reason or any claim or demand against Consultant or otherwise in connection with the Services.

O. Notices. Every notice or other communication to be given by either party to the other with respect to this Agreement, shall be in writing and shall not be

effective for any purpose unless the same shall be served personally or by United States certified or registered mail, postage prepaid, addressed if to Library as follows: Evanston Public Library, 1703 Orrington Avenue, Evanston, Illinois 60201, Attention: Library Director and to Consultant at the address first above set forth, or at such other address or addresses as Library or Consultant may from time to time designate by notice given as above provided.

P. Attorney's Fees. In the event that the Library commences any action, suit, or other proceeding to remedy, prevent, or obtain relief from a breach of this Agreement by Consultant, or arising out of a breach of this Agreement by Consultant, the Library shall recover from the Consultant as part of the judgment against Consultant, its attorneys' fees and costs incurred in each and every such action, suit, or other proceeding.

Q. Waiver. Any failure or delay by Library to enforce the provisions of this Agreement shall in no way constitute a waiver by Library of any contractual right hereunder, unless such waiver is in writing and signed by Library.

R. Severability. In the event that any provision of this Agreement should be held void, or unenforceable, the remaining portions hereof shall remain in full force and effect.

S. Choice of Law. The rights and duties arising under this Agreement shall be governed by the laws of the State of Illinois. Venue for any action arising out or due to this Agreement shall be in Cook County, Illinois. The Library shall not enter into binding arbitration to resolve any dispute under this Agreement. The Library does not waive tort immunity by entering into this Agreement.

T. Time. Consultant agrees all time limits provided in this Agreement and any Addenda or Exhibits hereto are of essence to this Agreement. Consultant shall continue to perform its obligations while any dispute concerning the Agreement is being resolved, unless otherwise directed by the Library.

V. Survival. Except as expressly provided to the contrary herein, all provisions of this Agreement shall survive all performances hereunder including the termination of the Consultant.

VI. EQUAL EMPLOYMENT OPPORTUNITY

In the event of the Consultant's noncompliance with any provision of Section 1-12-5 of the Evanston City Code, the Illinois Human Rights Act or any other applicable law, the Consultant may be declared nonresponsible and therefore ineligible for future contracts or subcontracts with the Library, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

During the performance of the contract, the Consultant agrees as follows:

A. That it will not discriminate against any employee or applicant for employment or volunteer because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, or age or physical or mental disabilities that do not impair ability to work, and further that it will examine all job classifications and volunteer position descriptions to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization. Consultant shall comply with all requirements of City of Evanston Code Section 1-12-5.

B. That, in all solicitations or advertisements for employees or volunteers placed by it on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, or disability.

VII. SEXUAL HARASSMENT POLICY

The Consultant certifies pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105 *et. seq.*), that it has a written sexual harassment policy that includes, at a minimum, the following information:

A. The illegality of sexual harassment;

B. The definition of sexual harassment under State law;

C. A description of sexual harassment utilizing examples;

D. The Consultant's internal complaint process including penalties;

E. Legal recourse, investigation and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission, and directions on how to contact both; and

F. Protection against retaliation as provided to the Department of Human Rights.

VIII. CONSULTANT CERTIFICATIONS

A. Consultant acknowledges and agrees that should Consultant or its sub consultant provide false information, or fail to be or remain in compliance with the Agreement, the Library may void this Agreement.

B. Consultant certifies that it and its employees will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation

Act, the Americans with Disabilities Act (42 U.S.C. Section 1201 et seq.) and applicable rules in performance under this Agreement.

C. If Consultant, or any officer, director, partner, or other managerial agent of Consultant, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Consultant certifies at least five years have passed since the date of the conviction.

D. Consultant certifies that it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any State in the U.S., nor made any admission of guilt of such conduct that is a matter of record. (720 ILCS 5/33 E-3, E-4).

E. In accordance with the Steel Products Procurement Act, Consultant certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the U.S. unless the City grants an exemption.

F. Consultant certifies that it is properly formed and existing legal entity, and as applicable, has obtained an assumed name certificate from the appropriate authority, or has registered to conduct business in Illinois and is in good standing with the Illinois Secretary of State.

G. If more favorable terms are granted by Consultant to any similar governmental entity in any state in a contemporaneous agreement let under the same or similar financial terms and circumstances for comparable supplies or services, the more favorable terms shall be applicable under this Agreement.

H. Consultant certifies that it is not delinquent in the payment of any fees, fines, damages, or debts to the City of Evanston.

IX. INTEGRATION

This Agreement, together with Exhibits A, and B sets forth all the covenants, conditions and promises between the parties with regard to the subject matter set forth herein. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement. This Agreement has been negotiated and entered into by each party with the opportunity to consult with its counsel regarding the terms therein. No portion of the Agreement shall be construed against a party due to the fact that one party drafted that particular portion as the rule of *contra proferentem* shall not apply.

In the event of any inconsistency between this Agreement, and any Exhibits, this Agreement shall control over the Exhibits. In no event shall any proposal or

contract form submitted by Consultant be part of this Agreement unless agreed to in a writing signed by both parties and attached and referred to herein as an Addendum, and in such event, only the portions of such proposal or contract form consistent with this Agreement and Exhibits hereto shall be part hereof.

IN WITNESS WHEREOF, the parties hereto have each approved and executed this Agreement on the day, month and year first above written.

CONSULTANT:

**Evanston Public Library
1703 ORRINGTON AVENUE
EVANSTON, IL 60201**

Signature_____

Signature_____

Name: Jessica Jolly_____

Name: Karen Danczak Lyons_____

FEIN Number: _____

Date: _____

Date: _____

EXHIBIT A

Consultant will report to the Facilities Manager and a mutually acceptable work schedule will be developed. Weekly work is not to exceed 20 hours. Consultant will submit a monthly invoice which includes timesheets and summary of work performed. Consultant will be compensated on a monthly basis subject to review and approval of invoice and documentation. Consultant will be offered Library work space, City of Evanston email address, Wi-Fi network, and copiers/printers in order to complete assignments. Consultant will use own computer and instance of Microsoft Office, which includes Word, Excel, PowerPoint, and Project.

Primary responsibilities include, but may not be limited to:

- Create project timelines, based on draft schedules provided by EPL Project Manager.
- Create bid documents, including but not limited to: Statements of Work, Pricing Bid Sheet, Scoring sheets, meeting schedules, Request for Proposals, Request for Qualifications
- Follow up with contractors as needed prior to bid submission.
- Review and process invoices and pay requests. Log all invoices in approved tracking document.
- Analyze proposals. Working with Purchasing, ensure all proposals meet submission requirements, and prepare high level summary of all bid submissions.
- Attend pre-bid meetings and walk- thru with consultants and potential project bidders. Log all supplier contacts and respond to supplier queries as appropriate.
- Responsible for maintaining several documents pertaining to CIP on a weekly basis
- Contribute to bid evaluations. Including but not limited to, creation of a scoring system for bid evaluation. Collate, file and index all bidding materials for subsequent reference and/or audit.
- Monitor expenditures for capital projects/budgets, using existing Excel templates. Consultant will be expected to create additional Excel templates as/when required
- Collates and prepares documents for submission to COE Legal and Purchasing departments. Interact with COE Purchasing and Legal representatives as/when necessary and appropriate.
- Monitor project payouts through submitted AIA documents. Ensure that payouts are properly reflected in monthly budget reports. Ensure that appropriate and necessary accruals are placed to ensure budget accuracy.
- General assistance and support for EPL project manager.

- Prepare and verify distribution documents for public pre-bid meetings. Maintain logs of document distribution, available for subsequent reference and/or audit.

EXHIBIT B

The consultant will submit a monthly report that includes the following detail in support of the monthly payment of \$2,800:

Exhibit B: Documentation of Efforts to Fulfill Contract

Contractor will be expected to meet agreed upon weekly goals, unless otherwise indicated prior to week end.

Contractor will provide a weekly summary of accomplishments, output and any significant issues or challenges encountered during the week.

Contractor is expected to produce weekly project reports, including but not limited to, budget updates, task summaries, and milestone reports.

Contractor and COE reserve the right to update and/or modify weekly output requirements as necessary and appropriate throughout the life of the contract.