

# Warren Newport Public Library

## Board of Trustees

Regular Meeting

**December 13, 2022 7:00 PM**

**McCullough Room**

### AGENDA

- I. Call to order, roll call and Determination of quorum. {<1 }
- II. Pledge of Allegiance. {<1 }
- III. Reading of the Mission Statement. {<1 }
- IV. Public Comments, Correspondence and Communications. INFORMATION {20}
  - a. Public Comments.  
*The Board of Trustees allows up to 20 minutes for Public Comment. Individuals may introduce themselves and speak on any library issues, not to exceed 3 minutes. Those who want their remarks to be added to the Board record must provide a copy to the Board Secretary prior to speaking.*
  - b. Written:
    - i. Memoranda from legal counsel, if any.
    - ii. Other.
- V. Consent agenda (*Any trustee may remove items from the consent agenda for separate action by the Board.*) ACTION {5}
  - a. Secretary's Report: Approval of Minutes:
    - i. Minutes of Regular Meeting November 15, 2022 **Page 4**
    - ii. Minutes of "Truth in Taxation" Public Hearing for Annual Fiscal Year 2022-2023 **pg. 8**
    - iii. Minutes of Executive Session November 15, 2022, to remain closed to the public
    - iv. Minutes of Executive Session December 6, 2022, to remain closed to the public
  - b. Finance Committee Report – Auditor Search December 6, 2022 **pg. 10**
  - c. Report of Standing Committees. Committee of the Whole Meeting December 6, 2022
    - i. Finance **pg. 11**
    - ii. Building and Grounds **pg. 12**

- iii. Policy **pg. 13**
- iv. Summary and General **pg. 14**
- d. Monthly Financial Statements for October 2022
- e. Approval of payrolls for November 2022
- f. Approval of bills payable for October 2022
- g. Patron Suggestions November 2022 **pg. 15**
- h. Approval of Board Policies:
  - i. 1001 Bylaws **pg. 16**
  - ii. 2040 Wage Scale **pg. 26**

**MOTION: THAT THE CONSENT AGENDA BE APPROVED AS PRESENTED.**

- VI. Item(s) removed from consent agenda, if any. **ACTION {5}**
- VII. President's report. **INFORMATION {5} pg. 27**
- VIII. Reports of other trustees. **INFORMATION {5}**
- IX. Executive Director's report December 2022. **INFORMATION {5} pg. 28**
- X. New business
  - a. AIA B101-2017 Agreement and Rider for the 2023 HVAC Improvements, Wold Architects and Engineers. **ACTION {5} pg. 42**  
**MOTION: THAT THE BOARD APPROVE THE AIA B101-2017 AGREEMENT AND RIDER FOR THE 2023 HVAC IMPROVEMENTS, WOLD ARCHITECTS AND ENGINEERS AS PRESENTED.**
  - b. Treasurer's Report of Annual Receipts and Disbursements FY 21-22. **ACTION {5} pg. 72**  
**MOTION: THAT THE BOARD APPROVE THE TREASURER'S REPORT OF ANNUAL RECEIPTS AND DISBURSEMENTS FY 21-22 AS PRESENTED.**
  - c. Other potentially actionable items: Agenda items for January 2023 Regular Meeting. **ACTION {5}**
    - i. Monthly financial statements for November and December 2022
    - ii. Per Capita and Equalization Aid Grant Application
    - iii. Ordinance Abatement of Tax for Debt Service
    - iv. Board self-evaluation and goals
    - v. Quarterly review of Strategic Plan
    - vi. Fundraising update
    - vii. Set Budget process timeline
    - viii. Other

XI. Enter into Executive Session [5ILCS 120/2.(c)(1)] to review the performance of specific employee. ACTION {30}

MOTION: THAT THE BOARD ENTER INTO EXECUTIVE SESSION [5ILCS 120/2.(c)(1)] TO REVIEW THE PERFORMANCE OF THE EXECUTIVE DIRECTOR WITH EXECUTIVE DIRECTOR LIVERGOOD PRESENT.

XII. Reconvene to Regular meeting. ACTION {<1}

XIII. Motion(s) as a result of Executive Session. POSSIBLE ACTION {5}

XIV. Public forum {15}

*The Board of Trustees allows up to 15 minutes for Public Forum. Individuals may introduce themselves and speak on any library issues, not to exceed 3 minutes. Those who want their remarks to be added to the Board record must provide a copy to the Board Secretary prior to speaking.*

XV. Announcements {5}

a. By the chair:

i. Communications to the public

ii. Upcoming calendar:

1. Library Closed all day in observance of Christmas Day, Saturday, December 24, Sunday, December 25 and Monday December 26, 2022.
2. Library Closed all day in observance of New Year's Day, Saturday, December 31, 2022, Sunday January 1 and Monday January 2, 2023.
3. Committee of the Whole January 3, 2023 is canceled.
4. Next Regular Board Meeting: Tuesday, January 17, 2023, 7:00 p.m.
5. Next Committee of the Whole: Tuesday, February 7, 2023, 7:00 p.m.

b. By other trustees or the director

XVI. Adjournment. ACTION {<1}

MOTION: THAT THE MEETING BE ADJOURNED.

{Estimated total duration 120 minutes}

**Warren-Newport Public Library District  
Lake County, Illinois  
Board of Trustees**

Jo Beckwith, President	Katherine Arnold
George Kotsinis, Vice President	Celeste Flores
Bonnie Sutton, Secretary	Wendy Hamilton
Andrea Farr Capizzi, Treasurer	

**Regular Board Meeting  
Tuesday, November 15, 2022  
McCullough Room**

**Call to Order, Roll Call, and Determination of Quorum**

President Beckwith called the Meeting to order at 7:00 p.m.

Trustees present: Beckwith, Farr Capizzi, Flores, Kotsinis, Hamilton and Sutton.

Trustees absent: Arnold.

Also present: Executive Director Ryan Livergood (joined virtually), Recording Secretary Celia Ornelas, Smruti Savarkar, and Rebekah Raleigh.

**Pledge of Allegiance**

President Beckwith led those present in the Pledge of Allegiance.

**Reading of Mission Statement**

President Beckwith read the Mission Statement aloud.

**Public Comments, Correspondence and Communications.**

- a. Public Comments. None.
- b. Written:
  - i. Letter of appreciation written to WNPL staff by President Beckwith regarding thanks from the entire Board, as well as recognizing their continued excellent service to WNPL with a yearly bonus included in the current budget.

**Consent Agenda**

- a. Secretary's report. Approval of minutes of Regular Meeting October 25, 2022

- b. Report of Standing Committees. Committee of the Whole Meeting November 1, 2022.
    - i. Finance
    - ii. Building and Grounds
    - iii. Policy
    - iv. Personnel
    - v. Summary and General
  - c. Monthly Financial Statements for September 2022
  - d. Approval of payrolls for October 2022
  - e. Approval of bills payable for September 2022
  - f. Patron Suggestions October 2022
  - g. Approval of Board Policies:
    - i. 3045 The Vault
    - ii. 3046 The Point
    - iii. 3060 Standards of Public Conduct
    - iv. 3070 Food, Drink, and Food Allergies
  - h. Approval of Personnel Policy 209 Performance Evaluation
- Secretary Sutton moved and President Beckwith seconded that the Consent Agenda be approved as presented.  
The motion carried on a voice vote.  
Absent: Arnold

### **President's Report**

President Beckwith presented a written report in the packet.

**Reports of Other Trustees.** None.

### **Executive Director's Report November 2022**

Executive Director Livergood presented a written report in the packet.

### **New Business**

- a. Approval of Audited Financial Statements by Eder, Casella & Company for FY ended June 30, 2022.

Treasurer Farr Capizzi moved and Trustee Hamilton seconded that the Board approve Audited Financial Statements by Eder, Casella & Company for FY ended June 30, 2022, as presented.

The motion carried on a roll call vote as follows:

Ayes: Farr Capizzi, Flores, Hamilton, Kotsinis, Sutton, Beckwith

Absent: Arnold

b. Ordinance 2022/2023-5 Annual Levy Ordinance for FY 22-23.  
Secretary Sutton moved and Vice President Kotsinis seconded that the Board approved the Ordinance 2022/2023-5 Annual Levy Ordinance for FY 22-23, as presented.

The motion carried on a roll call vote as follows:

Ayes: Sutton, Flores, Farr Capizzi, Hamilton, Kotsinis, Beckwith

Absent: Arnold

c. Year-end bonus for staff.

President Beckwith moved and Secretary Sutton seconded that the Board celebrate WNPL's wonderful Library staff for their service to our community and that we acknowledge their excellent work with the staff bonuses included in current budget prior to December 31, 2022.

The motion carried on a roll call as follows:

Ayes: Sutton, Hamilton, Kotsinis, Farr Capizzi, Flores, Beckwith

Absent: Arnold

President Beckwith moved and Vice President Kotsinis seconded that the Board hold the Public Forum and cover Announcements prior to the Executive Session and not record the reconvening and adjournment following the Executive Session.

The motion carried on a voice vote.

Absent: Arnold

d. Other potentially actionable items: Agenda items for December 2022 Regular Meeting.

- i. Treasurer's Report of Annual Receipts and Disbursements
- ii. Semi-annual review of closed session minutes
- iii. Monthly Financial Reports for October 2022
- iv. Executive Director's Report annual performance

**Public Forum.** None.

### **Announcements**

a. By the Chair:

i. Upcoming calendar

1. Library Closed all day for Staff Development Day, Friday, November 18, 2022.
2. Library Closed at 5:00 p.m. on Wednesday, November 23, 2022.
3. Library Closed all day for Thanksgiving Day, Thursday, November 24, 2022.
4. Next Committee of the Whole: Tuesday, December 6, 2022, 7:00 p.m.

5. Next Regular Board Meeting: Tuesday, December 13, 2022, 7:00 p.m.

**Enter into Executive Session [5ILCS 120/2.(c)(1)] to review the performance of specific employee**

President Beckwith moved and Secretary Sutton seconded that the Board enter into Executive Session [5ILCS 120/2(c)(1)] to review the performance of the Executive Director.

Executive session started at 7:11 p.m.

**Reconvene to Regular meeting**

The Regular Meeting reconvened at 7:51 p.m.

**Adjournment**

Vice President Kotsinis moved and President Beckwith seconded that the meeting be adjourned.

The motion carried on a voice vote.

Absent: Arnold

President Beckwith adjourned the meeting at 7:52 p.m.

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Bonnie Sutton, Secretary

Approved: \_\_\_\_\_

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Celia G. Ornelas, Recording Secretary

**Warren-Newport Public Library District  
Lake County, Illinois  
Board of Trustees**

Jo Beckwith, President	Katherine Arnold
George Kotsinis, Vice President	Celeste Flores
Bonnie Sutton, Secretary	Wendy Hamilton
Andrea Farr Capizzi, Treasurer	

**PUBLIC HEARING  
“Truth in Taxation” for Annual Fiscal Year 22-23  
Tuesday, November 15, 2022  
McCullough Room**

**Call to Order, Roll Call, and Determination of Quorum**

President Beckwith called the Meeting to order at 6:45 p.m.

Trustees present: Beckwith, Farr Capizzi, Flores, Hamilton and Sutton  
Trustees absent: Arnold and Kotsinis.

Vice President Kotsinis arrived at 6:54 p.m.

Also present: Executive Director Ryan Livergood (joined virtually), Celia G. Ornelas Recording Secretary, Smruti Savarkar and Rebekah Raleigh.

**Public Comments.** None.

**Adjournment**

President Beckwith moved and Secretary Sutton seconded that the Public Hearing be adjourned.

The motion carried on a voice vote.

Absent: Arnold

President Beckwith adjourned the Public Hearing at 7:00 p.m.

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Bonnie Sutton, Secretary



Approved: \_\_\_\_\_

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Celia G. Ornelas, Recording Secretary

# Warren-Newport Public Library District Finance Committee

**Committee Work:** Finance

**Date and time:** December 6, 2022, 6:30 pm – 6:50 pm

**Participants:** Andrea Farr Capizzi, Wendy Hamilton, Celeste Flores, & Ryan Livergood

## Summary:

- The process of what steps will be taken to select new auditors was discussed.
- Steps Committee members will perform:
  - Farr Capizzi, Hamilton, and Flores will contact local libraries to discover what firms are auditing their financial statements and if those libraries are satisfied with their performance.
  - Finance Committee will evaluate responses to the Request for Proposals.
  - Finance Committee, at a Committee of the Whole meeting, will discuss recommendations for the selection of the new auditor.
  - Board will select new auditors at a board meeting.
- The Request for Proposal RFP was discussed, and edits were suggested. The RFP will be finalized by Farr Capizzi and Livergood.
- Steps WNPL staff will:
  - Issue Request for Proposals to specific firms identified by the Finance Committee and to the public at large.
  - Process responses and report back to the Finance Committee.
  - Notify all firms submitting proposals of the results of the RFP
  - Secure an engagement letter with the firm selected
- Timeline
  - Finance Committee will meet on Tuesday, December 13, 2022, to discuss what firms will be invited to submit and RFP.
  - Prior to January 3, 2023, the RFP will be issued
  - RFPs to be returned by January 20, 2023
  - Finance Committee to meet at 6:30, on February 7, 2023, to discuss proposals received
  - Selection of audit firm at the February 21, 2023, board meeting

## Recommendation(s) for Board Action (if any):

None at this time.

**Tasks Pending (if any) Who – What – When:** Who's doing the task? What is it? What's the deadline?

Search for new auditor.

## Agenda item(s) for next Committee of the Whole:

Discuss recommendations for new audit firm.

**Submitted by/date:** Treasurer Andrea Farr Capizzi

**Warren-Newport Public Library District  
Board of Trustees  
Committee of the Whole Report**

**Committee Work:** Finance

**Date and time:** December 6, 2022

**Summary:**

- October 31, 2022, financial statements were discussed and recommended for approval at the December board meeting.
- Progress and timeline on the search for new auditors was presented to the board.
- Training on WNPL's budgeting process was presented to the board by trustee Andrea Farr Capizzi.

**Recommendation(s) for Board Action (if any):**

Move that the Board Approve October 2022 financial statements as presented

**Tasks Pending (if any) Who – What – When:** Who's doing the task? What is it? What's the deadline?

Search for new auditor.

**Agenda item(s) for next Committee of the Whole:**

November and December 2022 financial statements  
Updated on search for new auditor

**Submitted by/date:** Treasurer Andrea Farr Capizzi

# Warren-Newport Public Library District

## Board of Trustees

### Committee of the Whole Report

**Committee Work:** Buildings and Grounds

**Date and Time:** December 6, 2022

**Summary:** What was discussed, reported on, accomplished? Was there consensus on a decision?

#### Building Systems Update

Ryan reported that the contract for the HVAC work has been approved by the Library attorney and will be on the consent agenda for approval by the Board as part of the December regular meeting. Ryan also reported that the Library recently serviced a heat exchanger on one of the rooftop units and conducted inspections for the remaining units and that they look good for making it through this winter.

#### Cleaning services update

Ryan reported that cleaning services will be reduced for back of house areas with plans to ask staff to perform more of the basic daily cleaning tasks themselves. The savings from this change should be around \$850 per month. The Library will also be hiring a backfill position for Miguel who recently moved into the head of facilities role. One of the duties of that role will include the tasks currently performed by the outside day porter service. Cutting the outside day porter service will save an additional \$800 per month.

#### Quiet Reading Room renovation planning update

Ryan reported that the Quiet Reading Room project is currently projecting a gap of \$24,000 over the \$61,000 allotted budget. Ryan is exploring options including asking the Friends of the Library to contribute additional private funds for the project and also asking the designer to reduce the scope of the project to better fit the allotted budget.

#### **Recommendation(s) for Board Action (if any):**

Move that the Board approve xxx (consent agenda) or (new business)

Move that the Board approve the contract for Wold to begin work on the HVAC system project.

#### **Agenda Item(s) for next Committee of the Whole:**

Building Systems Update

Quiet Reading Room Update

#### **Submitted by/date:**

George Kotsinis / December 13, 2022

**Warren-Newport Public Library District  
Board of Trustees  
Committee of the Whole Report**

**Committee Work:** Policy

**Date and Time:** Tuesday, December 6, 2022; 7:34-7:38 p.m.

**Summary:** What was discussed, reported on, accomplished? Was there consensus on a decision?

1001 Bylaws: Restored the elimination of “slide deck.” Approve via consent agenda.

2040 Wage Scale: Meeting minimum wage for 2023. Adjustments to accommodate 5% raises. Approve as presented. Consent agenda.

**Recommendation(s) for Board Action (if any), consent agenda or new business?**

Approve policy 1001 Bylaws as presented (consent agenda)

Approve policy 2040 Wage Scale as presented (consent agenda)

**Tasks Pending (if any) Who – What – When:** Who’s doing the task? What is it? What’s the deadline?  
None.

**Agenda item(s) for next Committee of the Whole:**

3015 Materials Selection

**Jo Beckwith, President**

**Warren-Newport Public Library District  
Board of Trustees  
Committee of the Whole Report  
Summary, Personnel, and General**

**Date, and Location:** Tuesday, December 6, 2022; McCullough Board Room

**Members Attending:** Bonnie Sutton, Andrea Farr Capizzi, Celeste Flores, Wendy Hamilton, George Kotsinis; Jo Beckwith, Ryan Livergood.

**Members Absent:** Katherine Arnold

**Also Attending:** Rebekah Raleigh, Gina Ornelas

**Overall Summary:**

The meeting was called to order at 7:00 p.m. Committee of the Whole included: Finance, Buildings and Grounds, Policy, and General topics. Reports of each area follow. Vice President Kotsinis moved and Secretary Sutton seconded to adjourn the meeting. The motion carried on a voice vote. Committee of the Whole adjourned at 8:35 p.m.

**General Topics:** What was discussed, reported on, accomplished? Was there consensus on a decision?

**Outreach Services Update:** Personnel issues caused by loss of two staff members need to be addressed. The department has been operating with some policies and procedures that are different from those of the library. The service model has been overly focused on neighborhood stops, primarily in affluent neighborhoods. The bookmobile has not recovered its circulation rate as strongly as the library since Covid. The outreach van was never properly set up or utilized. Solutions: Make services changes, go to events, and provide broader services. Bookmobiles stops will become for selective in early February. Greater emphasis will be given to schools, seniors, and other populations. Stops will be longer. Outreach will do more community engagement.

**Trustee Education:** Policies 3015 Materials Selection and 1055 Public Participation at Library Board Meetings were reviewed and discussed.

**Semi-Annual Review of Executive Session Minutes:** Secretary Sutton and Vice President Kotsinis will do the review for the January 2023 Regular Meeting.

**2023-2025 WNPL Strategic Plan Special Meetings:** The process is underway with staff. They will be working on the plan with a focus how to engage community members from January through early March. Tentative plans for a Special Board Meeting regarding this on April 29, 2023.

**January 2023 Committee of the Whole Meeting:** This meeting is cancelled.

**General Agenda item(s) for next Committee of the Whole:**

Quarterly review of Board goals  
Succession Planning  
Fundraising Updates

**Jo Beckwith, President  
12/6/2022**

## **Suggestions & Questions from Our Library Users**

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**November 2022**

### **Service-related comments**

1. On Patron WNPL app, show runtime of movies and tv show episodes (not only on browser). Ability to freeze holds placed on Available materials (a sort of delay to allow to freeze), both through WNPL app and browser.

*Thank you for your suggestions. The Library's mobile app is unable to include the runtime of video materials, in addition to the freeze hold option currently. The mobile app is provided through an independent developer of library technology services and not created in-house. However, we can suggest these features to the app developer for future consideration.*

2. Will the film series be reintroduced?

*We have hosted several film series for various age groups in the past. Please share with us more details and we will pass along your suggestion to our programming staff.*

3. STRANGER THINGS. Telenovelas-Mexican Cult Classics. Latinx Leaders in History. Latin American Cultures. Snack/Food.
4. Trivia ideas: Latino Trivia, Telenovelas, Disney, Maze Runner.
5. Gilmore trivia girls 😊
6. Gilmore girls trivia.
7. Cynthia and Ed are awesome! Thank you for doing the Twilight trivia.

*We are happy that our trivia programs have been so well received. Thank you for your suggestions. We will pass them on to our programming staff.*

8. Games.

*While we do not have games available for checkout, we do have cards, puzzles, games, etc. available in both The Vault for grades 6-12 and The Point for grades K-5 and their families to use while visiting the library. Ask any staff member in Youth Services for help in locating these items.*

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*Thank you for taking the time to help us improve our service to you. If suggested a title for purchase, we have passed it along to staff members who order materials.*

*Ryan Livergood, Executive Director*

**Patron comments appear here unabridged and unedited.**

# ***Warren-Newport Public Library District***

*Lake County, Illinois*

## **Board of Trustees**

### ***Policy 1001***

### ***Bylaws of the Warren-Newport Public Library District***

### ***Lake County, Illinois***

Adopted: November 10, 1981

Reviewed/Revised: October 13, 1987; June 15, 1999; June 11, 2002; March 11, 2003; June 14, 2005; November 8, 2005; November 14, 2006; July 17, 2007; July 21, 2009; February 15, 2011; March 15, 2011; August 23, 2011; December 19, 2011; April 17, 2012; May 15, 2012; August 21, 2012; September 17, 2013; June 17, 2014; April 21, 2015; July 21, 2015; February 16, 2016; April 19, 2016; November 15, 2016; June 20, 2017; October 17, 2017; February 20, 2018; May 19, 2020; September 20, 2022; December 13, 2022

#### **ARTICLE 1. ESTABLISHMENT**

The Warren-Newport Public Library District (WNPLD) is established and conducted as a Library District in accordance with the Illinois Public Library District Act of 1991 (formerly Illinois Library Code, Illinois Revised Statutes, Chapter 81 [repealed]) for the use and benefit of the inhabitants of the area described in Annex A to the Order of the Circuit Court for the Nineteenth Judicial Circuit, Lake County, Illinois, Case No. 73 MC 5. These rules are supplementary to the provisions of the statutes of the State of Illinois as they relate to the procedures of Boards of Library Trustees, including but not limited to 75 ILCS 16/1 *et seq.*

#### **ARTICLE 2. BOARD OF LIBRARY TRUSTEES**

##### **Section 2.01 Responsibility**

The Board of Library Trustees of WNPLD is charged with the responsibility of the governance of the Library. The Board shall hire a skilled Executive Director who will be responsible for the day-to-day operations of the Library. The Board shall strive to meet at least once per month. These meetings will be open to the public, noticed in advance, and run in compliance with the Open Meetings Act (OMA).

##### **Section 2.02 Powers**

The Board shall have such powers as are set forth in the Public Library District Act of 1991 and other relevant statutes. In carrying out its duties, the Board shall always act as a whole, no individual member or committee having power to act unless such power is specifically granted by the Board. Further clarification of Board powers can be found in Policy 1025 Authority of Library Trustees.

##### **Section 2.03 Constitution of Board**

Seven (7) trustees shall constitute the WNPLD Board of Trustees.



#### **Section 2.04 Election and Terms of Trustees**

Every two (2) years at the regular election scheduled for trustees of public library districts under the Election Code, Trustees shall be elected for four-year (4-year) terms. The Trustees' terms shall be staggered to provide some level of Board continuity and knowledge transfer. At each election of Trustees after the first election, the Trustees elected to succeed those whose terms have expired shall hold office for a full term of four (4) years or an unexpired term of two (2) years from the third Monday of the month next following the election and until their respective successors are elected and qualified.

#### **Section 2.05 Organization of Board**

Within seventy-four (74) days after their election, the new Trustees shall take their oath of office as prescribed by law and shall meet with the incumbent Trustees to organize the Board. The first action taken at the meeting shall be the election of a President, a Vice President, a Secretary, and a Treasurer from among the Trustees. The Secretary shall then record the membership of the Board. Details on the agenda for the organizational meeting can be found in Section 3.09.

#### **Section 2.06 Compensation and Reimbursement**

Pursuant to statute, Board members are not compensated but may be reimbursed for necessary and related expenses as Trustees. [75 ILCS 16/30-30]

A Trustee who requests reimbursement for library-related expenses should complete a Library Expense Voucher and submit it to the Executive Director or their designee. Reimbursement checks will be available to the Trustee between fourteen (14) and twenty-one (21) days after the submission of the correctly completed voucher.

Pursuant to the requirements of the Local Government Travel Expense Control Act, the Board regulates the reimbursement of travel, meals, and lodging expenses incurred by Trustees. All such reimbursement shall be approved by a roll call vote. Entertainment expenses are not reimbursable unless they are ancillary to the purpose of the program or event. [50 ILCS 150/1] A Trustee who requests reimbursement for travel expenses should complete a Reimbursement Request Form and submit it to the Executive Director or their designee. Reimbursement checks will be available to the Trustee between fourteen (14) and twenty-one (21) days after Board approval.

#### **Section 2.07 Statement of Economic Interests**

All Trustees [5 ILCS 420/4A] and all citizen members of Advisory Groups are required by statute to file the "Statement of Economic Interests" with the Lake County Clerk on an annual basis.

#### **Section 2.08 Education**

To be effective, Board members should attend all Regular Meetings, all meetings of Committee of the Whole, and all special meetings. They should read all materials presented for review, and attend an occasional library-related workshop, seminar, or meeting. The Executive Director will make the subjects, dates, and locations of these workshops known to the Board in a timely manner. One goal of the Board of Trustees is that each member attend a minimum of one (1) library-related workshop, seminar, webinar, or meeting during each calendar year.

#### **Section 2.09 Vacancies**

Whenever a vacancy on the Board of Trustees exists, the Board shall appoint a new Trustee within ninety (90) days after the vacancy has been declared. [75 ILCS 16/30-25 (b)] The Secretary shall notify the Lake County Clerk and the Illinois State Librarian of any vacancy on the Board within 60 days after the vacancy occurs; when a vacancy is filled, the Secretary shall notify the

Lake County Clerk and the Illinois State Librarian of the name and address of the new Trustee within 60 days of the new Trustee's appointment. [75 ILCS 16/30-40 (d)]

### **Section 2.10           New Trustees and Trustee Orientation**

The Executive Director shall meet with new Trustees to tour the WNPLD property and review Library services. Upon joining the Board, new Trustees are also invited to attend an All-Staff Meeting to meet staff and to learn what is typically accomplished during such a meeting.

The Board of Trustees and the Executive Director organize and maintain resources for Trustee Orientation. These materials educate new Trustees on the duties and responsibilities of Board members and provide documents that are central to the Board's work. Information on today's libraries and trends in library service is also included. New Trustees receive copies of Board and Staff Policy Manuals, Board business cards, and a Board name tag.

## **ARTICLE 3.   MEETINGS**

### **Section 3.01           Regular Meetings**

Regular Meetings of the Board of Library Trustees of the Warren-Newport Public Library District shall be at the Library at 7:00 p.m. on the third Tuesday of each month. The meetings shall be open to the public and noticed in advance. Prior to the beginning of each fiscal year, the Board shall, by ordinance, specify Regular Meeting dates and times. [75 ILCS 16/30-50 (a)] The Recording Secretary of the Board shall then, 1) provide for the local newspapers the schedule of Regular Meetings of the Board for the ensuing fiscal year, and 2) post the schedule of meetings in the Library and on the WNPLD website. All notices shall have the dates, times, and places of such meetings.

### **Section 3.02           Committee of the Whole**

The Committee of the Whole meeting of the Board of Library Trustees of the Warren-Newport Public Library District shall usually be at the Library at 7:00 p.m. on the first Tuesday of each month. The meetings shall be open to the public and noticed in advance.

### **Section 3.03           Special Meetings**

The President, the Secretary, or any four (4) Trustees of the Board may call a special meeting of the Board. [75 ILCS 16/30-50(a)] Unless a special meeting is urgent, it shall be held at a time that is mutually agreed upon by the Board. Except in the case of a bona fide emergency, notice and agenda shall be posted and sent to any news medium which has filed an annual request for notice under the Open Meetings Act at least forty-eight (48) hours in advance of the meeting. [5 ILCS 120 *et seq.*] Special Meetings shall also be posted on the WNPLD website.

### **Section 3.04           Advisory Group Meetings**

Advisory Group meetings shall be held at the convenience of its members at times that do not conflict with any Regular Board meetings or Committee of the Whole meetings.

### **Section 3.05           Annual Report**

Each August, the Executive Director shall provide the Board with a copy of the Illinois Public Library Annual Report (IPLAR), an annual report that includes a summary of the year's work with a detailed account of the receipts and expenditures, a budget for the following year, and an audit of the Secretary's records, as well as other information required by statute. [75 ILCS 16/30-65] A copy of this report shall be on file in the Library, and a copy shall be forwarded to the Illinois State Library in accordance with the law.

### **Section 3.06 Quorum**

A quorum for the transaction of business at any meeting shall consist of four (4) Trustees. A majority of those present shall determine the vote taken on any question, unless a larger majority is specified by State statute. [75 ILCS 16/30-50 (b)] A meeting shall be automatically cancelled if no quorum is present by 30 minutes after the posted time scheduled for a meeting to start.

### **Section 3.07 Voting at Regular and Special Meetings**

All votes on any question shall be by ayes and nays and shall be recorded by the Secretary. Absences and abstentions shall be noted but shall not be counted for or against the question being voted upon. [75 ILCS 16/30-50 (c)] All votes on any question regarding money matters, ordinances, or as otherwise required by law shall be by roll call vote. On other questions, any one (1) Trustee may call for a roll call vote. On any roll call vote, the Minutes shall list the names of all those voting in the affirmative, those voting in the negative, and those abstaining. No vote in open session will be by secret ballot. The President may make a motion, second a motion, and vote upon any proposal before the Board. The President shall be called last in any roll call vote. The President shall not have or exercise veto powers. [75 ILCS 16/30-45 (b)]

### **Section 3.08 Agenda and Order of Business**

The Board President and Executive Director shall propose the agenda for each meeting, using input from other Trustees.

Regular Board Meeting agendas typically include all or most of the items listed below. The Board of Trustees welcomes members of the public to attend meetings and to offer their input on Library matters. Therefore, Regular Board Meeting agendas include Public Comment early in the agenda and Public Forum late in the agenda. The Order of Business for the remaining agenda items is subject to change at the discretion of the Board.

- Call to order
- Roll call, recording both present and absent members
- Pledge of Allegiance
- Reading of Mission Statement
- Public comment, correspondence, and communications
- Consent agenda, consisting of any of the items below
- President's report
- Secretary's report, approval of minutes as received or corrected
- Reports of other Trustees
- Financial report and approval of bills payable
- Executive Director's report
- Committee of the Whole and Advisory Group report(s)
- Quarterly progress report on the strategic plan
- Unfinished business
- New business
- Other
- Public forum
- Announcements
- Adjournment

### **Section 3.09 Biennial Reorganizational Meeting Agenda**

The agenda for May meetings in odd-numbered years shall be set to facilitate the reorganization of the Board following an election. The agenda for the first part of the meeting shall be set as above by the outgoing Board President and the Executive Director and shall include swearing in

of the recently elected Trustees. Approval of a motion to adjourn *sine die* dissolves the Board. The second part of the meeting shall begin with the seating of new Trustees and the election of a President pro tempore. The President pro tempore shall preside over the election of a Secretary pro tempore and shall call the meeting to order, direct a roll call, and determine the presence of a quorum. The President pro tempore shall then preside over the election of a President or slate of officers. If not elected as part of slate, the new President shall preside over the election of the remaining officers. The remainder of the reorganizational agenda shall include the appointment of Committee of the Whole Chairpersons, the approval of the Board roster for filing, and resolutions for Trustees who are leaving the Board, as well as any other matters of Unfinished Business and New Business before the Board.

### **Section 3.10            Materials Presented at Meetings**

Whenever a Trustee makes a presentation to the Board that includes a handout, correspondence, slide deck (e.g. PowerPoint), audio and/or video recording, and/or other presentation aid, the Trustee shall provide the Secretary with an electronic or paper copy of the presentation prior to the presentation to the Board. The Secretary shall give these materials to the Recording Secretary to file in the Board Archives.

### **Section 3.11            Parliamentary Procedure**

The most recent edition of *Robert's Rules of Order* shall generally guide the parliamentary procedure of the Board, unless otherwise specified in the Bylaws.

### **Section 3.12            Suspension of Rules**

Any rule or resolution of the Board, whether contained in these Bylaws or otherwise, may be suspended temporarily in connection with business at hand, but such suspension, to be valid, may be taken only at a meeting at which two-thirds ( $\frac{2}{3}$ ) of the members of the Board (5 or more) are present and two-thirds ( $\frac{2}{3}$ ) of those present (4 or more) approve such suspension. Statutory requirements may not be suspended.

## **ARTICLE 4.    OFFICERS AND DUTIES**

### **Section 4.01            Officers**

The officers of the Board of Library Trustees shall be a President, a Vice President, a Treasurer, and a Secretary. A different Trustee shall hold each office. The Executive Director may serve as Assistant Treasurer and Assistant Secretary. Officers shall serve for terms set by ordinance but not to exceed two (2) years, ending on the third Monday of the month following each regular election or until their successors are duly elected by the Board. Officers shall have such obligations and duties as are set forth by statute. [75 ILCS 16/30-45] If the Vice President, Treasurer, or Secretary is absent or temporarily unable to fulfill their duties, the Board may vote to appoint a Vice President pro tempore, Treasurer pro tempore, or Secretary pro tempore. In extreme circumstances such as a pandemic or other disaster, the Board may pass a resolution to delegate authority to the President or President pro tempore to make decisions deemed in the best interest of WNPLD in collaboration with the Executive Director and available Trustees. If an officer fails to fulfill their duties as set forth for a period of three (3) consecutive months, the Board may vote to remove that officer from their position. The Board shall promptly fill a vacancy in any of the four (4) offices for the unexpired term.

### **Section 4.02            President**

The President shall preside over all meetings. The President shall appoint Chairpersons for Policy and Bylaws and Buildings and Grounds and may also appoint Special Committees and their

Chairpersons, including committees to audit the Treasurer's and Secretary's books, as may be necessary to carry out the Board's work. The President shall be the Chairperson of Personnel and may be an ex-officio voting member of any Special Committee or Advisory Group. They shall execute all documents authorized by the Board and may call Special Meetings of the Board, following the guidelines in Section 3.03. The President shall perform all other duties as may be assigned by the Board.

**Section 4.03 Vice President**

In the absence of the President, the Vice President, as the temporary Chairperson elected by the Board, shall preside. The Vice President and the Secretary shall periodically review the closed minutes and recordings of executive sessions, following the guidelines of Policy 1045 Minutes and Recordings of Executive Sessions. The Vice President shall perform all other duties as may be assigned by the Board.

**Section 4.04 Treasurer**

The Treasurer shall be the Chairperson of Finance and shall oversee the keeping and maintaining of accounts and records of WNPLD, indicating a record of receipts, disbursements, and balances in all funds. [75 ILCS 16/30-45 (d)] The Treasurer shall, at every Board meeting, present an account of the status of the treasury at the date of such accounting and the balance of money in the treasury. They shall be responsible for obtaining the annual financial audit as required by statute. The Treasurer shall be bonded in the amount to be approved by the Board and according to the requirements of statute. The Treasurer is authorized to pay salaries and insurance bills as they come due. The Treasurer is responsible for the investment of Library funds pursuant to the Public Funds Investment Act [30 ILCS 235]. The Treasurer shall perform all other duties as may be assigned by the Board.

**Section 4.05 Secretary**

The Secretary shall keep and maintain appropriate records for their term in office and shall include therein a record of the minutes of all meetings, the names of those in attendance, the ordinances and regulations adopted, and all other pertinent written material affecting the operation of the District. [75 ILCS 16/30-45 (g)] The Secretary shall take minutes and make recordings of all executive sessions of the Board of Trustees in accordance with Policy 1045 Minutes and Recordings of Executive Sessions. The Secretary's records shall be audited by two (2) other Trustees appointed by the President. Audits shall be conducted once each fiscal year for the filing of the IPLAR report described in Section 3.05 and upon the change of secretaries. [75 ILCS 16/30-65]

Under the following circumstances, the Secretary shall file a statement listing the names and addresses of the Trustees and Officers and their respective terms in office with the County Clerk and the Illinois State Librarian:

- within sixty (60) days after the reorganization of the Board;
- within sixty (60) days after the occurrence of a vacancy on the Board; and
- within sixty (60) days after filling a vacancy on the Board. [75 ILCS 16/30-40 (d)].

The Secretary shall have the power to administer oaths and affirmations for the purposes of the Illinois Public Library District Act of 1991. The Secretary shall affix the WNPLD corporate seal to all documents such as ordinances that are required by law to be duly authorized for execution. The Secretary shall be responsible for publishing the annual financial statement and for publishing and posting notices of elections, budgets, and tax levies, all as required by law. The Secretary shall perform all other duties as may be assigned by the Board.

## **ARTICLE 5. BANKING PROCEDURES**

The Treasurer or designee shall deposit all the moneys belonging to WNPLD in the name of WNPLD in such banks, trust companies, or other depositories as shall be designated by the Board of Trustees. Any two officers, or the Executive Director and any one officer, are authorized to sign checks for WNPLD.

## **ARTICLE 6. COMMITTEE WORK**

### **Section 6.01 Approaches to Committee Work**

The Board has used both Standing Committees and Committee of the Whole to accomplish its committee work. Though the Board currently uses Committee of the Whole, that method can be changed at any time by a majority vote of the Board. For purposes of Board policy, the term "committee" is used to mean committee work accomplished by any method. Ongoing committee work focuses on, but is not limited to the following areas: Finance, Buildings and Grounds, Policy and Bylaws, and Personnel.

### **Section 6.02 Committee of the Whole**

Committee of the Whole shall be used to allow for the entire Board to share information, participate in informal discussion, come to common understanding, reach consensus, and develop recommendations for action at Regular Board meetings. Every Trustee is a member of the Committee of the Whole, as is the Executive Director.

Committee of the Whole shall be used as a deliberative body. Voting shall be used to determine consensus on how to proceed with matters discussed, i.e. to place an issue on a Regular Meeting agenda for a final Board decision; to further investigate an issue; or to drop an issue from further consideration.

### **Section 6.03 Chairpersons for Committee Work**

The President shall serve as the Chairperson of Personnel and for any topics that fall outside the above areas. The Treasurer shall serve as the Chairperson of Finance. In May or June of each odd-numbered year, the President shall appoint Chairpersons for Policy and Bylaws and Buildings and Grounds. The Chairperson of each area is responsible for scheduling agenda items, presiding over those agenda items during Committee of the Whole, and submitting a committee report covering those agenda items.

All Committee of the Whole Chairperson appointments last until the next reorganization of the board in May of the next odd-numbered year or until a Chairperson resigns. If a Chairperson fails to fulfill their duties as set forth for a period of three (3) consecutive months, the President can appoint another Trustee to fulfill the responsibility of that Chairperson.

### **Section 6.04 Topics for Committee of the Whole**

Most Committee of the Whole topics fall into the following areas: Finance, Buildings and Grounds, Policy and Bylaws, and Personnel. Topics outside these areas may also be placed on the Committee of the Whole agenda. Topics can be suggested for the Committee of the Whole agenda by Chairpersons or by individual Trustees.

Finance topics include, but are not limited to, drafting a Budget and Appropriations Ordinance for the approval of the full Board, drafting a Levy for the approval of the full Board, drafting a working

budget for the approval of the full Board, monitoring the investments of the Library, implementing the Library's investment policy, and fundraising.

Buildings and Grounds topics include, but are not limited to, planning for and monitoring the continual development of the entire site or sites, conducting an annual inspection of the Library's physical facilities to identify areas that are in need of repair, and recommending any and all necessary repairs.

Policy and Bylaws topics include, but are not limited to, developing and modifying WNPLD Policy. Policies must address the division of responsibility between the Board, the Executive Director, and staff, determine the regulations governing the use of the Library, and include a Library Materials Selection Policy. [75 ILCS 16/30-60] Policies shall be systematically reviewed at an interval not to exceed four (4) years. Policy work will also include the development of Bylaws by which the WNPLD Board governs itself in compliance with the statutes of the State of Illinois. Bylaws are reviewed as needed and proposed amendments will be voted upon by the Board at a Regular Meeting.

The Board's most important Personnel responsibility is to annually evaluate the Executive Director. In this process, the Executive Director prepares a self-evaluation, and Trustees provide feedback on job performance and accomplishment of goals. Using these as a foundation, the Board President writes a formal evaluation to summarize achievements and opportunities for improvement and to document the Board's endorsement of the Executive Director's goals and objectives for the coming year.

Other Personnel topics include, but are not limited to: 1) reviewing and recommending changes to personnel policies at an interval not to exceed six (6) years, and 2) assuming a leadership role in the resolution of any personnel conflict which cannot be resolved by the Executive Director in accordance with the personnel policies. Personnel work also includes the coordination of a search for a new Executive Director when the position becomes vacant.

#### **Section 6.05            Committee of the Whole Reports**

Committee of the Whole Reports are written by each Chairperson and submitted for inclusion on the agenda of the next Regular Board meeting. The Library shall be the depository of all Committee of the Whole reports.

#### **Section 6.06            Special Committees**

Special Committees may be appointed by the President to present reports or recommendations to the Board. Special Committees shall serve until the completion of the work for which they were appointed.

#### **Section 6.07            Advisory Groups**

The Board may form an Advisory Group to help it carry out a specific initiative or to draw upon outside expertise to accomplish a goal. Further explanation of this can be found in Policy 1057 Advisory Groups.

#### **Section 6.08            OMA Compliance**

All committee meetings shall be held in compliance with the Illinois Open Meetings Act. [5 ILCS 120]

## **ARTICLE 7. DUTIES OF TRUSTEES AND DUTIES OF THE EXECUTIVE DIRECTOR**

In carrying out its duties as set forth in the Public Library District Act of 1991, the Board acknowledges the important distinctions between the duties of Trustees and those of the Executive Director. These are fully described Policy 1030 Board and Executive Director Responsibilities.

## **ARTICLE 8. WNPLD RECORDS**

### **Section 8.01 Administrative Records**

Administrative records of WNPLD shall be kept in the Library. The monthly and annual reports of WNPLD, all financial reports, minutes of Board meetings, and committee reports shall be posted on the WNPLD website in an easily searchable and accessible form. Physical copies of these records shall be made available to the general public as per Board Policy 4030 Illinois Freedom of Information Act.

### **Section 8.02 Staff Personnel Records**

Staff personnel records are confidential and shall be kept in a secure place. Only the Executive Director or their designee shall have access to these records.

The Board's involvement in personnel conflict resolution described in Section 6.04 may necessitate the release of personnel records pertinent to the decision. This is the only circumstance under which personnel records of an WNPLD employee other than the Executive Director are made available to Trustees.

### **Section 8.03 Board Archives and Ordinances**

The Board Archives are stored and maintained in the WNPLD Administration Office, as are certified copies of all ordinances. Ordinances shall contain an effective date no later than sixty (60) days after the date of enactment. Every ordinance shall be numbered serially by each fiscal year in which they are enacted and identified by such date of enactment and serial number, i.e. Ordinance 2019/2020-1. Each ordinance shall be posted or published in accordance with the law. Copies of ordinances are made available for public inspection. [75 ILCS 16/1-40] Ordinances are also posted on the WNPL website.

### **Section 8.04 Confidential Records of the Board of Trustees**

Confidential records of the WNPLD Board of Trustees, such as personnel records concerning the Executive Director, shall be kept in the locked Board cabinet in the McCullough Board Room. Only members of the Board shall have access to these records.

## **ARTICLE 9. AMENDMENTS**

### **Section 9.01 Amendments to the Bylaws**

Any Trustee may propose an amendment to these Bylaws at any Regular Meeting of the Board. The proposed amendment may be discussed at Committee of the Whole and subsequently brought to a Regular Meeting of the Board for a final vote. Amendments to these Bylaws will become effective if and as adopted by a majority (4 or more) of all members of the Board.



**Section 9.02                    Amendments to WNPLD Policy, Other Policies, and Procedural Documents**

Amendments to WNPLD Policy or to any other policy or procedural document may be proposed at any Regular Meeting of the Board and will become effective if and as adopted by a majority of those members present.

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**Warren-Newport Public Library District**  
*Lake County, Illinois*

**Board of Trustees**

**Policy 2040**

**Wage Scale**

Adopted: June 14, 1994

Reviewed/Revised: April 17, 2007; November 24, 2008; December 15, 2009; December 19, 2011; January 21, 2014; November 17, 2015; June 20, 2017; June 19, 2018; June 18, 2019; June 16, 2020; November 17, 2020; June 15, 2021; January 18, 2022; December 13, 2022

**WAGE SCALE**

**EFFECTIVE JANUARY 1, 2023**

	BEGINNING		MID-POINT		TOP OF SCALE	
	Annual	Hourly	Annual	Hourly	Annual	Hourly
Grade 17	64,837.50	33.25	97,246.50	49.87	129,655.50	66.49
Grade 16	55,575.00	28.50	87,204.00	44.72	118,813.50	60.93
Grade 15	48,750.00	25.00	74,041.50	37.97	99,333.00	50.94
Grade 14	47,775.00	24.50	69,400.50	35.59	91,026.00	46.68
Grade 13	43,387.50	22.25	64,447.50	33.05	85,507.50	43.85
Grade 12	38,512.50	19.75	58,246.50	29.87	77,980.50	39.99
Grade 11	35,587.50	18.25	52,981.50	27.17	70,356.00	36.08
Grade 10	32,175.00	16.50	49,686.00	25.48	67,177.50	34.45
Grade 9	27,787.50	14.25	41,671.50	21.37	55,555.50	28.49
Grade 8	26,325.00	13.50	39,429.00	20.22	52,533.00	26.94
Grade 7	25,350.00	13.00	38,629.50	19.81	51,889.50	26.61
Grade 6	25,350.00	13.00	33,403.50	17.13	41,457.00	21.26
Grade 5	25,350.00	13.00	31,473.00	16.14	37,576.50	19.27
Grade 4	25,350.00	13.00	29,718.00	15.24	34,086.00	17.48
Grade 3	25,350.00	13.00	28,684.50	14.71	31,999.50	16.41

## President's Report, December 2022

November 14 15 minutes	Policy work: 1001 Bylaws; Send to Katherine.
November 15 2 hours	Prep for executive session
November 15 1.5 hours	Regular Board Meeting
November 28 30 minutes	Meet with Ryan to plan Committee of the Whole Agenda
November 18 5 hours	Write ED evaluation
November 19 4 hours	Write ED evaluation
November 20 1.4 hours	Edit ED evaluation
December 30 minutes	Meet with Ryan to plan Regular Meeting Agenda
December 6 3 hours	Committee of the Whole; CW Reports: Summary and General and Policy; Finalize Policies 1001 Bylaws and 2040 Wage Scale; Send to Ryan, Gina, and Katherine.
December 7 3 hours	Finalize all documents for ED evaluation; Send survey results and evaluation to Ryan; Add documents to ED Evaluation binder
December 8 30 minutes	Meet with Ryan to plan December Regular Meeting agenda

Jo Beckwith, President  
WNPLD Board of Trustees  
12/13/2022

**Warren-Newport Public Library District**  
**EXECUTIVE DIRECTOR'S REPORT FOR NOVEMBER 2022**  
**DECEMBER 13, 2022**  
**Submitted by Executive Director, Ryan Livergood**

**EXECUTIVE SUMMARY**

*Highlights:*

- WNPL's first staff development day in three years took place on November 18. The theme of the day was "The Patron Experience". The main training focused on Deaf culture, translating, and accessibility. The day also included safety drills, an opportunity for staff to experience some old and new library services from a patron's perspective, and other activities.
- The Annual Fund mailing was sent during Thanksgiving week. We revised our approach this year and I am hopeful the changes will result in more donations versus previous years. Social media, the website, and an enews blast were shared in time for Giving Tuesday. Signage was created for the Study Rooms to highlight the campaign for the most frequent users of the spaces.

*Meetings, programs, training attended:*

- Illinois Library Association (ILA) Advocacy Committee (11/7).
- ILA Public Policy Committee (11/7).
- Administration Strategic Planning Retreat (11/8).
- Library Director Roundtable (11/29).
- CCS Onboarding Meeting (11/30).

*Special plans for coming month:*

- Quiet Reading Room renovation planning.
- Strategic planning process.
- 50<sup>th</sup> anniversary celebration planning.

*Special plans for the near future:*

- Quiet Reading Room renovation planning.
- Strategic planning process.
- 50<sup>th</sup> anniversary celebration kickoff.
- Launch of WNPL's new committee structure.

**ADMINISTRATION**

**EDI:** We are focusing on incorporating EDI into our new committee structure, which will formally launch in January 2023. We are doing this to amplify our EDI efforts and this will provide staff more agency to implement EDI initiatives.

**Friends:** The Friends held another successful Saturday sale on November 12. They raised \$2,068.86 overall between sales and donations.

Warren-Newport Public Library District  
Executive Director's Report  
December 13, 2022

**Fundraising:**

Fundraising through November			
		November	Year to Date
Annual Fund		\$ -	\$ 14,971.50
Gifts		0.00	21,100.00
<b>Total</b>		<b>\$ -</b>	<b>\$ 36,071.50</b>

**Personnel:**

Status of Organization: November

Number of full-time employees: 33

Number of part-time employees: 46

TOTAL number of employees: 79

Full-time equivalents: 54.33

- New hires: 11/3/22 M. Ramirez Jr. PT Shelver 14 hours
- 11/28 R. Guss PT Circ Clerk 16.75 hours

Separations: None

Changes: None

**Workshops, programs and training attended: 153 hours**

**Safety and Security Statistics:**

Patron assists: 155

Staff assists: 12

Behavioral contacts: 46

Unattended Children: 0

Room Setups: 0

Book Donations: 48

Suspended Patrons: 2

Gurnee Police and Fire Assists: 1

Patrons asked to leave EOD: 9

**Summary:**

11/02- Patron who defecated in study room #1 on 5/20 came back in and was issued a 30-day suspension.

11/02- Teen issued a 30- day suspension for hitting another teen in the vault. Pending notification.

11/03- Teen asked to leave for the remainder of the day (EOD) for writing on another teen with marker after she told him to stop.

11/08- Patron wrote, “die die die”, “kill me now” on the white board in the Vault. Gurnee PD was notified to document the incident. Patron’s caregiver will be notified of the incident the next time they come into the library.

11/21- Three teens asked to leave EOD for horseplaying and throwing things in a study room.

11/23- Patron came in and harassed staff about the fact that they were still wearing masks. He was asked to leave EOD. He has been in a few times since then, and there haven’t been any further issues.

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11/29- Five teens asked to leave EOD for using foul language in the Vault after receiving multiple warnings from staff.

### **ADULT SERVICES**

- The Trivia programs that Cynthia and Eddie spearheaded continue to be well-received. This month, they did a Twilight trivia for 12 participants.
- Eddie hosted author Mia Manansala, who is from the Chicago area.
- Eddie chaired the Staff Development Day committee. SDD was held on Nov. 18 and was informative and fun. Cynthia and Kathie were also on the committee.
- Interviews were held for open positions in AS.
- Kathie is on the interviewing committee for the Head of Mobile Services.

### **CIRCULATION**

- Interviews for shelving and circulation positions continue.
- Tammara is moving from shelver to circulation assistant position starting in January 2023.
- Training continues newly hired circulation clerks and shelvees.

### **COMMUNICATIONS**

- The winter Inside Angle newsletter was mailed in early November. The cover featured a preview of the 50<sup>th</sup> birthday logo.
- The Warm Wishes campaign was finalized for holiday greetings for public and internal communications.
- The Staff Association donation effort was refreshed this year to a theme of Donation Station, a train-themed campaign to benefit the Warren Township Food Pantry. Art was redesigned and a new display façade was created for the lobby, including a donation drop-off point and selfie station.
- Holiday décor was installed in addition to a related bulletin board in Youth Services.
- A complete refresh of computer signs for public computers was completed. The signs reflect the colors used in WNPL's logo by design.
- Three enews blasts were sent during the month.
- Other projects completed included: Native American Heritage Month signage; Teen Mental Health and Wellness; World Cup bracket for The Vault; two posters for cooperative displays in The Vault, Students of Service and Avanza.

### **COMMUNITY ENGAGEMENT**

- Officially formed Lake County Collaborative on Health Equity and Education which currently includes WNPL, Vista, CTCA, YWCA, WPL, and Equal Hope. The goal of the collaborative is to educate and empower the communities we serve on health topics pertinent to their population through partnerships that allow equitable health education access to our community.
- Erie Family Health opened discussions on how to partner to bring health education to patrons. Discussed possibility of joining health consortium to have a wider reach in our community.
- State Senator Adriane Johnson's Office confirmed sponsorship for Black History Month, pending proposal. Developing partnership to help expand Park City relationship with residents

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to understand their needs while also finding ways to by participate in monthly Town Hall meetings.

- Community Engagement Task Force met and discussed how to gain insight into the Black community. Discussed community leaders, members and organization that could provide insight. Discussed engagement techniques for possible Black History Month celebration at WNPL.
- Roberti Community House provided supplies for goodie bags for upcoming health education event.

## **FACILITIES**

- Web help tickets completed by facilities, 52.
- Anderson Pest Control conducted monthly visit for pest control management.
- Siemens Technician on site to conduct system maintenance and updates to our HVAC Building Automated System.
- Cintas Corporation Fire and Protection Services conducted yearly inspection of fire extinguishers.
- Hill Mechanical Group performed winter preventative maintenance on all RTU's, boiler system, pumps, and additional heating systems in our facility. RTU 7 heat exchanger removed and replaced, as it was found damaged during inspection.
- Progressive Tree Service concluded cutting down all dead trees on our landscape area.
- City Wide housekeeping Manager and Supervisor conducted several walk-through visits with Miguel to check on services provided by their crew at night.
- ILT Vignocchi Landscaping, assisted cleaning-up first winter snow fall.

## **INFORMATION TECHNOLOGY**

- Tech liaison team formed with Reps from every department. Worked on Password change plan for common computers. **(WSNH)**
- Setup additional Scan station for patrons. The scan stations have a new Scan to print feature. **(WSNH)**
- On 11/29, worked with ISP as we faced degraded internet performance between 10-11am.
- Assisted Youth services in buying iPads to take advantage of holiday sales. **(WSNH)**
- Worked with Deputy Director to create new structure for Shared drive common folders.
- Setup for new hires Mickey, Bianca.
- Assisted Youth services in setting up second TV for gaming in Vault.
- Assisted Adult Services in setting up Roku.
- Uploaded Lobby video wall.
- Patron computers were rearranged and put in numerical order during Staff development day. **(WSNH)**
- Worked with Communications on Exclaimer updates and Patron computer signage.
- Setup CallingPost for trail as part of Internal Communications team. **(WSNH)**
- Remedied mail.wnpl.info based on CISA recommendations.
- Responded to ECF reimbursement queries.
- Worked on STEAM setup in the Vault for Youth Services.
- Hotspot troubleshooting and suspension to trigger returns. **(WSNH)**

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- Inside the building work in progress for Internet upgrade project. Go live in December.
- Processed Active directory and Office 365 requests.
- Troubleshooting of staff and patron equipment.
- Conducted scheduled Server maintenance.
- Performed scheduled backups and daily morning rounds.
- Resolved 73 web helpdesk tickets.

### **OUTREACH**

- Interviews continued for Head of Mobile Services.
- Outreach Book Mobile serviced to correct air pressure issue; new air bags installed by Pomp's Tire Service.
- Outreach mobile van, preventive maintenance completed by Pomp's Tire Service.
- Rebano's 14<sup>th</sup> Anniversary Celebration held on November 13. Maria represented the library at the celebration to show support and thanks for sponsoring performance for Hispanic Heritage event.
- Promoted library events and programs at local radio station Union Latina 1220 on Saturdays from 8am-9am.
- Youth Services staff visited local preschool for an early literacy storytime. This was the first of many planned for the upcoming year.

### **TECHNICAL SERVICES**

- Continue to work on first name biography project.
- Created new teen anime location in Sierra for DVD/Blu-ray.
- Got the holiday DVD and Blu-rays out for circulation.

### **YOUTH SERVICES**

- Hosted SEDOL for a special Sensory Storytime. There were 5 children and 5 adults in attendance.
- Youth Services hosted a Thank You Veteran's Cardmaking station.
- Programmers submitted signage and graphics requests for upcoming programs.
- Storytime sessions were well attended throughout the month.
- Toddler Play Day was very popular with over 40 people attending this drop-in program.



Warren-Newport Public Library District  
Executive Director's Report  
December 13, 2022

**NOVEMBER 2022 STATISTICS**

**MAIN LIBRARY  
CIRCULATION**

TYPE OF MATERIAL	NOV ADULT	NOV YOUTH	NOV TOTAL	Y.T.D. ADULT	Y.T.D. YOUTH	Y.T.D. TOTAL	PREVIOUS Y.T.D. TOTAL	PERCENT CHANGE Y.T.D.
Audiobooks	498	130	628	2,366	807	3,173	3,206	-1.0%
Kits	0	43	43	0	412	412	775	-46.8%
Books	7,819	12,423	20,242	42,593	67,696	110,289	110,297	0.0%
Music Compact Discs	785	81	866	3,398	323	3,721	4,468	-16.7%
DVDs/Blu-rays	3,773	556	4,329	21,248	3,020	24,268	28,565	-15.0%
Magazines	689	47	736	3,358	197	3,555	4,002	-11.2%
Video Games	579	0	579	2,856	0	2,856	2,554	11.8%
Videoplayers	0	0	0	0	29	29	94	-69.1%
Umbrellas	0	0	0	0	0	0	0	N/A
Telescopes	8	0	8	36	0	36	23	56.5%
Backpacks	0	57	57	0	128	128	85	N/A
Launchpads	0	22	22	0	76	76	63	N/A
Hotspots	58	0	58	280	0	280	750	N/A
7-Day Hotspots	16	0	16	56	0	56	0	N/A
ECF Hotspots	16	0	16	41	0	41	0	N/A
Wonderbooks	0	64	64	0	183	183	0	N/A
Sensory Bins	0	8	8	0	18	18	0	N/A
ebooks (MMM, Hoopla)	4,034	525	4,559	17,841	3,100	20,941	12,353	69.5%
eaudiobooks (MMM, Hoopla)	4,611	579	5,190	23,060	3,183	26,243	16,884	55.4%
evideo (MMM, Hoopla)	284	40	324	1,543	256	1,799	1,733	3.8%
emusic (Hoopla)	133	14	147	713	66	779	535	45.6%
emagazines (Overdrive)	325	0	325	1,387	58	1,445	729	98.2%
ecomicbooks (Hoopla)	119	41	160	10,858	1,624	12,482	9,542	30.8%
<b>Total emedia</b>	<b>9,506</b>	<b>1,199</b>	<b>10,705</b>	<b>55,402</b>	<b>8,287</b>	<b>63,689</b>	<b>41,776</b>	<b>52.5%</b>
<b>MAIN LIBRARY SUBTOTAL</b>	<b>23,747</b>	<b>14,630</b>	<b>38,377</b>	<b>131,634</b>	<b>81,176</b>	<b>212,810</b>	<b>196,658</b>	<b>8.2%</b>

\*\*MMM=MyMediaMall

Warren-Newport Public Library District  
Executive Director's Report  
December 13, 2022

**OUTREACH  
CIRCULATION**

<b>TYPE OF MATERIAL</b>	<b>NOV ADULT</b>	<b>NOV YOUTH</b>	<b>NOV TOTAL</b>	<b>Y.T.D. ADULT</b>	<b>Y.T.D. YOUTH</b>	<b>Y.T.D. TOTAL</b>	<b>PREVIOUS Y.T.D. TOTAL</b>	<b>PERCENT CHANGE Y.T.D.</b>
Audiobooks	12	8	20	62	27	89	33	169.7%
Kits	0	4	4	0	57	57	11	418.2%
Books	254	1,198	1,452	1,552	5,696	7,248	3,686	96.6%
Music Compact Discs	1	18	19	7	53	60	21	185.7%
DVD's	143	9	152	938	59	997	689	44.7%
Magazines	74	0	74	277	20	297	199	49.2%
Miscellaneous	1	0	1	3	0	3	5	-40.0%
<b>OUTREACH SUBTOTAL</b>	<b>485</b>	<b>1,237</b>	<b>1,722</b>	<b>2,839</b>	<b>5,912</b>	<b>8,751</b>	<b>4,644</b>	<b>88.4%</b>

**TOTAL CIRCULATION**

	<b>NOV ADULT</b>	<b>NOV YOUTH</b>	<b>NOV TOTAL</b>	<b>Y.T.D. ADULT</b>	<b>Y.T.D. YOUTH</b>	<b>Y.T.D. TOTAL</b>	<b>PREVIOUS Y.T.D. TOTAL</b>	<b>PERCENT CHANGE Y.T.D.</b>
<b>GRAND TOTAL</b>	<b>24,232</b>	<b>15,867</b>	<b>40,099</b>	<b>134,473</b>	<b>87,088</b>	<b>221,561</b>	<b>201,302</b>	<b>10.1%</b>

Warren-Newport Public Library District  
Executive Director's Report  
December 13, 2022

Services Statistics	Nov.	Nov.	Nov.	Nov.	Nov.	YTD Total	YTD Total	YTD Total	YTD Total	YTD	Prev.	Change	
Nov-22	Adult	Youth	A-Bkm	Y-Bkm	Total	Adult	Youth	A-Bkm	Y-Bkm	Total	YTD		
											TOTAL		
<b>DESK ACTIVITIES</b>													
Information	1,897	894	10	5	2,806	10,010	2,437	110	21	12,578	6,736	87%	
Reference/Titles Req.	1,133	244	175	15	1,567	6,032	1,472	611	91	8,206	8,857	-7%	
E-Mail Reference	35	0	0	0	35	146	0	0	0	146	188	-22%	
Instruction Questions	490	28	0	0	518	3,042	125	0	0	3,167	3,220	-2%	
<b>Total Desk Activities</b>	<b>3,555</b>	<b>1,166</b>	<b>185</b>	<b>20</b>	<b>4,926</b>	<b>19,230</b>	<b>4,034</b>	<b>721</b>	<b>112</b>	<b>24,097</b>	<b>19,001</b>	<b>27%</b>	
<b>INTERLIBRARY LOAN (ILL)</b>													
ILL Lending Requests	Use: Lending Fill Rate Statistics										1,280	1,310	-2%
ILL Lending Filled	Use: Lending Requests Filled by Day (to Excel)										640	721	-11%
ILL Borrowing Requests	Use: Borrowing Fill Rate Statistics										1,261	1,895	-33%
ILL Borrowing Filled	Use: Borrowing Requests Finished										854	1,254	-32%
Article Lending Requests	Use: Lending Fill Rate Statistics										3	1	200%
Article Lending Filled	Use: Lending Requests Filled by Day (to Excel)										0	0	N/A
Article Borrowing Requests	Use: Borrowing Fill Rate Statistics										5	33	-85%
Article Borrowing Filled	Use: Borrowing Requests Finished										2	12	-83%
<b>CIRCULATION</b>													
In-District cardholders					30,199					30,199	32,350	-7%	
Reciprocal cardholders					7,714					7,714	7,392	4%	
<b>Total Cardholders</b>					<b>37,913</b>					<b>37,913</b>	<b>39,742</b>	<b>-5%</b>	
RBP Loaned										5,958	0	N/A	
**RBP Borrowed										0	7,513	-100%	
Holdings										8,357	22,766	-63%	
Patron Count Main										33,293	61,506	-46%	
Self Check Out Use										46,648	73,241	-36%	
<b>BOOKMOBILE/VAN VISITS</b>													
Neighborhood Stops					40					236	93	154%	
Preschools										29	1	2800%	
Park Districts										0	0	N/A	
Schools										0	0	N/A	
Senior residential facilities										0	0	N/A	
Special events										0	0	N/A	
<b>Total Bookmobile Stops</b>					<b>40</b>					<b>265</b>	<b>94</b>	<b>182%</b>	
<b>Total Patron Count</b>					<b>207</b>					<b>1,390</b>	<b>180</b>	<b>672%</b>	
Home Delivery visits					18					88	79	11%	
Deposit Collection deliveries					2					10	39	-74%	
Remote book drop pickups					14					67	0	N/A	
<b>Total Van Stops</b>					<b>34</b>					<b>165</b>	<b>118</b>	<b>40%</b>	
Days BKM on road					10					59	14	321%	
<b>In-House Programs/Tour</b>													
# of Adult Programs					12					58	55	5%	
Adult Attendance					117					578	780	-26%	
# of Youth Programs										126	212	-41%	
Youth Attendance										3,431	4,252	-19%	
Adult Attendance										0	2,887	-100%	
# of Bookmobile Tours										0	0	N/A	
Youth Attendance										0	0	N/A	
Adult Attendance										0	0	N/A	
<b>OUTREACH (Prog./ Visits)</b>													
# of Adult Prog. & Visits					1					5	10	-50%	
Adult Attendance					12					65	122	-47%	
# of Youth Prog. & Visits					63					130	3	4233%	
Youth Attendance					1,100					2,253	616	266%	
Adult Attendance										0	5	-100%	
# of BKM Prog. & Visits										0	0	N/A	
Youth Attendance										0	0	N/A	
Adult Attendance										0	0	N/A	
<b>ROOM USE</b>													
Meeting Room Uses					55					159	114	39%	
Study Room Uses					480					2,562	1,321	94%	
<b>INTERNET USAGE</b>													
# of sessions					1,330					6,781	5,612	21%	
Total Hours					1,082					4,833	2,845	70%	
Average Session (minutes)					43					255	154	66%	
<b>OTHER SERVICES</b>													
Proctoring					2					3	2	50%	
Voter Registration										1	1	0%	
Website views										21,454	113,467	-81%	
New items processed					2,140					11,179	11,592	-4%	
Total materials Main library					332,480					332,480	328,775	1%	
Total materials Outreach					13,622					13,622	16,386	-17%	
<b>TOTAL MATERIALS</b>					<b>346,102</b>					<b>346,102</b>	<b>345,161</b>	<b>0%</b>	
Adult Volunteer Hours					230.0					903.0	512.0	76%	
Student Volunteer Hours					20.5					143.0	62.5	129%	
<b>Total Volunteer Hours</b>					<b>250.5</b>					<b>1,046.0</b>	<b>574.5</b>	<b>82%</b>	

END

BOARD AGENDA	ADMINISTRATION AGENDA	GENERAL LIBRARY AGENDA
<b>JANUARY 2023 – COMMITTEE OF THE WHOLE JANUARY 3 CANCELED/ REGULAR MEETING JANUARY 17</b>		
<ul style="list-style-type: none"> <li>• Approval of Per Capita &amp; Equalization Aid Grant Application. Deadline January 30, 2023</li> <li>• Ordinance- Abatement of Tax for Debt Service</li> <li>• <u>Quarterly Review</u>: Board Self-Evaluation and Goals</li> <li>• Strategic Planning Process</li> <li>• Fundraising update.</li> </ul>	<ul style="list-style-type: none"> <li>– Pay increases effective January 1.</li> <li>– Ordinance – Bond Levy Abatement</li> <li>– Approval and filing of Illinois Per Capita &amp; Equalization Aid Grant Application. Deadline January 30, 2023.</li> <li>– Fundraising update</li> <li>– RAILS Memberships Standards Data Collection. Deadline March 31, 2023</li> <li>– Set Budget process timeline</li> </ul>	<ul style="list-style-type: none"> <li>– Winter programs begin</li> <li>– Begin work on Inside Angle. Spring Issue</li> <li>– <b>Library Closed:</b> <i>New Year’s Day, Sunday, January 1, and Monday January 2, 2023.</i></li> </ul>
<b>FEBRUARY 2023 – COMMITTEE OF THE WHOLE FEBRUARY 7/ REGULAR BOARD FEBRUARY 21</b>		
<ul style="list-style-type: none"> <li>• CW Initial overview of potential capital projects for FY 23/24</li> <li>• President’s Day Library Legislative Meet-up.</li> <li>• Strategic Planning Process</li> <li>• ILA, ALA+UFL Membership renewals for Trustees</li> </ul>	<ul style="list-style-type: none"> <li>– President’s Day Library Legislative Zoom Meet-up.</li> <li>– Capital projects evaluation criteria.</li> <li>– Strategic Planning Process</li> <li>– ILA, ALA+UFL Membership renewals for Trustees</li> </ul>	
<b>MARCH 2023 - COMMITTEE OF THE WHOLE MARCH 7/ REGULAR MEETING MARCH 21</b>		
<ul style="list-style-type: none"> <li>• CW Capital planning review and discussion.</li> <li>• Quarterly Review- Executive Director Evaluation and Goals</li> <li>• Strategic Planning Process</li> </ul>	<ul style="list-style-type: none"> <li>– 2022 RAILS Annual Library Certification &amp; Membership Standards Data Collection. Deadline TBD</li> <li>– Capital planning budget finalized</li> <li>– Strategic Planning Process</li> </ul>	<ul style="list-style-type: none"> <li>– Freedom of Information Day. Wednesday</li> </ul>

BOARD AGENDA	ADMINISTRATION AGENDA	GENERAL LIBRARY AGENDA
<b>APRIL 2023 - COMMITTEE OF THE WHOLE APRIL 4/ REGULAR MEETING APRIL 18</b>		
<ul style="list-style-type: none"> <li>• <b>Consolidated Election April 4, 2023</b></li> <li>• CW Initial presentation of budget draft</li> <li>• File Statement of Economic Interest. (Last day April 30)</li> <li>• Quarterly Review- Self-Evaluation and Board Goals</li> <li>• ILA Trustee Forum Workshop</li> <li>• Strategic Planning Process</li> </ul>	<ul style="list-style-type: none"> <li>– <b>Consolidated Election April 4, 2023</b></li> <li>– Budget submitted by departments</li> <li>– File Statement of Economic Interest (elected officials, head librarians and other department heads of a unit of local government. (Last day April 30)</li> <li>– Strategic Planning Process</li> </ul>	<ul style="list-style-type: none"> <li>– Begin work on Inside Angle. Summer Issue</li> <li>– National Library Week.</li> <li>– Spring programs begin</li> <li>– Book Sale</li> <li>– <b>Library Closed:</b> <i>Easter Sunday</i></li> </ul>
<b>MAY 2023 - COMMITTEE OF THE WHOLE MAY 2/ REGULAR MEETING MAY 16</b>		
<ul style="list-style-type: none"> <li>• <b>ORGANIZATION OF BOARD.</b> Swearing in of Trustees Elected. Adjournment <i>sine die</i>. Seating of new Board. Election of Officers. Appointment of Chairpersons.</li> <li>• CW Review of latest budget draft and discussion</li> <li>• Tentative transfer of funds from Expandable Trust to Endowment Fund</li> </ul>	<ul style="list-style-type: none"> <li>– Renewal for medical, general liability and worker’s compensation insurance</li> <li>– <b>ORGANIZATION OF BOARD.</b> Seating of new Board. Election of Officers. Appointment of Chairpersons. Official Board Roster. Term begins the third Monday of May</li> </ul>	<ul style="list-style-type: none"> <li>– <b>Library Closed:</b> Mother’s Day &amp; Memorial Day</li> </ul>
<b>JUNE 2023 - COMMITTEE OF THE WHOLE JUNE 6/ REGULAR MEETING JUNE 20</b>		
<ul style="list-style-type: none"> <li>• CW Finalize FY 23/24 Budget</li> <li>• Approval of FY23-24 Budget at Regular meeting</li> <li>• Ordinance Regular Meeting Schedule for FY23-24</li> <li>• Ordinance to Transfer to the Special Reserve Fund</li> <li>• Semi-annual review of closed session’s minutes. 6/30 Last day for first half year review</li> <li>• ALA Annual Conference.</li> <li>• Quarterly Review- Executive Director Evaluation and Goals</li> </ul>	<p><b>Fiscal Year 2022/2023 Ends</b></p> <ul style="list-style-type: none"> <li>– End of Fiscal Year Annual Fund Appeal</li> <li>– Ordinance Regular Meeting Schedule for FY23-24</li> <li>– Ordinance to Transfer to the Special Reserve Fund</li> <li>– File Board roster with the Illinois Secretary of State and Lake County Clerk before July 1.</li> <li>– ALA Annual Conference.</li> </ul>	<ul style="list-style-type: none"> <li>– Summer Reading Begins</li> <li>– <b>Library Closed:</b> <i>Father’s Day</i></li> </ul>

BOARD AGENDA	ADMINISTRATION AGENDA	GENERAL LIBRARY AGENDA
<b>JULY 2023– COMMITTEE OF THE WHOLE / REGULAR MEETING TBD</b>		
<ul style="list-style-type: none"> <li>• Ordinance - Building &amp; Maintenance Tax</li> <li>• Ordinance - Annual Review of Non-Resident Card Program</li> <li>• Ordinance -Tentative Budget &amp; Appropriations</li> <li>• Audit of Regular Meetings Minutes FY22-23</li> <li>• Semi-annual review of closed session minutes</li> <li>• Quarterly Review- Self-Evaluation and Board Goals</li> </ul>	<p><b>- FISCAL YEAR 2023/24 BEGINS</b></p> <ul style="list-style-type: none"> <li>– Ordinance - Building, Sites &amp; Maintenance</li> <li>– Ordinance -Tentative Budget &amp; Appropriations</li> <li>– Ordinance - Annual Review of non-resident card participation</li> <li>– Begin work on Annual Audit Report</li> <li>– Begin work on Illinois Public Libraries Annual Report (IPLAR)</li> <li>– Audit of Regular Meeting minutes FY22-23</li> </ul> <p>Total Compensation Packages for employees earning over \$75,000</p>	<ul style="list-style-type: none"> <li>– Begin work on Inside Angle. Fall Issue.</li> <li>– Summer Reading Ends</li> <li>– <b>Library Closed:</b> <i>Independence Day</i></li> </ul>
<b>AUGUST 2023 - COMMITTEE OF THE WHOLE / REGULAR MEETING TBD</b>		
<ul style="list-style-type: none"> <li>• Approval of 2023 Illinois Public Library Annual Report (IPLAR)</li> <li>• Treasurer- to file a sworn, detailed and itemized statement of all receipts and expenditures for the preceding FY. Deadline August 30</li> </ul>	<ul style="list-style-type: none"> <li>– File 2023 Illinois Public Libraries Annual Report (IPLAR). Deadline on or before September 1</li> <li>– Treasurer’s Annual Report with detail account of all receipts and expenditures. Deadline August 30</li> </ul>	<ul style="list-style-type: none"> <li>– Gurnee Days</li> <li>– Friends of the Library meeting TBD</li> </ul>
<b>SEPTEMBER 2023- COMMITTEE OF THE WHOLE / REGULAR MEETING TBD</b>		
<ul style="list-style-type: none"> <li>• Ordinance – Annual Budget &amp; Appropriation</li> <li>• Resolution – Proclamation Friends of the Library Week October</li> <li>• Quarterly Review- Executive Director Evaluation and Goals</li> </ul>	<ul style="list-style-type: none"> <li>– Public Hearing - Annual Budget and Appropriation</li> <li>– Ordinance – Annual Budget &amp; Appropriation</li> <li>– Resolution – Proclamation FOL Week</li> <li>– September 30. Last Day to transfer unexpended funds from prior FY to Special Reserve Fund.</li> </ul>	<ul style="list-style-type: none"> <li>– Fall programs begins</li> <li>– Library Card Sign-Up Month</li> <li>– Banned Books Week</li> <li>– <b>Library Closed:</b> <i>Labor Day, Monday</i></li> </ul>

BOARD AGENDA	ADMINISTRATION AGENDA	GENERAL LIBRARY AGENDA
<b>OCTOBER 2023 - COMMITTEE OF THE WHOLE / REGULAR MEETING TBD</b>		
<ul style="list-style-type: none"> <li>• Resolution – Determine Estimate of Funds Needed</li> <li>• Complete and present Annual Audit to the Board</li> <li>• Quarterly Review: Self-Evaluation and Board Goals</li> <li>• Work on Per Capita &amp; Equalization Aid grant application requirements</li> </ul>	<ul style="list-style-type: none"> <li>– Complete and present Annual Audit to the Board</li> <li>– Resolution – Determine Estimate of Funds Needed</li> <li>– Annual Appeal Letters</li> <li>– Begin work on Per Capita &amp; Equalization Aid Grant Application. Deadline TBD</li> <li>– Begin work on holiday cards</li> <li>– Receive audited annual financial statement</li> <li>– Annual performance evaluations started</li> </ul>	<ul style="list-style-type: none"> <li>– Begin work on Inside Angle. Winter Issue.</li> <li>– Teen Read Week</li> <li>– National Friends of Libraries Week</li> </ul>
<b>NOVEMBER 2023 – COMMITTEE OF THE WHOLE / REGULAR MEETING NOVEMBER TBD</b>		
<ul style="list-style-type: none"> <li>• Levy Ordinance.</li> <li>• Staff Year End Bonuses</li> <li>• Treasurer to prepare sworn report of Receipts and Disbursements</li> <li>• Strategic Planning Process</li> </ul>	<ul style="list-style-type: none"> <li>– Approval of Levy Ordinance</li> <li>– File Audit Report and annual Financial Report with Comptroller and County Clerk.</li> <li>– Publish treasurer's report of annual receipts and disbursements</li> <li>– Work on holiday e-cards</li> <li>– Mail annual appeal letter.</li> <li>– Post Continuing Disclosure Information (Bonds)</li> <li>– Annual performance evaluations of managers and administrative staff</li> <li>– Strategic Planning Process</li> </ul>	<ul style="list-style-type: none"> <li>– NaNoWriMo</li> <li>– Annual performance evaluations</li> <li>– <b>Library Closed:</b> <i>Thanksgiving Day,</i></li> </ul>
<b>DECEMBER 2023– COMMITTEE OF THE WHOLE / REGULAR MEETING TBD</b>		
<ul style="list-style-type: none"> <li>• CW Short Takes for Trustees: Succession Planning and New Board Orientation</li> <li>• Treasurer’s Report of Receipts and Disbursements</li> <li>• Semi-annual review of closed session minutes: second half year review</li> <li>• Executive Director's annual performance evaluation</li> <li>• Strategic Planning Process</li> </ul>	<ul style="list-style-type: none"> <li>– Treasurers’ Report of Receipts and Disbursements to file with County Clerk</li> <li>– Email Holiday Cards</li> <li>– Program pay increases for staff</li> <li>– Strategic Planning Process</li> </ul>	<ul style="list-style-type: none"> <li>– <b>Library Closed:</b> <i>Christmas Eve; Christmas Day, and New Year’s Eve</i></li> </ul>

# Board packet December 13, 2022: AIA B101-2017 Agreement and Rider for the 2023 HVAC Improvements, Wold Architects and Engineers

Friday, December 9, 2022 9:58 AM

<b>Subject</b>	<b>Board packet December 13, 2022: AIA B101-2017 Agreement and Rider for the 2023 HVAC Improvements, Wold Architects and Engineers</b>
<b>From</b>	Ryan Livergood
<b>To</b>	libraryboard
<b>Cc</b>	Gina Ornelas; Amy Blanchard; Sandy Beda; Rebekah Raleigh
<b>Sent</b>	Friday, December 9, 2022 9:57 AM
<b>Attachments</b>	B101-Master Agreement for Warren-Newport Public Library District - Wold Signature.pdf; Rider - Owner Architect = AIA B101-2017 - Wold Signature.pdf

Good afternoon,

Attached is the master agreement and rider for our upcoming HVAC project with Wold Architects and Engineers. The contract review process was unacceptably lengthy. In reviewing this process, this can be attributed to several reasons which I will be happy to detail on Tuesday night. On the bright side, the contract has been heavily scrutinized by our attorney and we are insulated financially if something goes wrong with this project.

Thanks,  
Ryan

**Ryan Livergood**  
Executive Director  
Warren-Newport Public Library District  
224 N. O'Plaine Road  
Gurnee, IL 60031  
847-244-5150 ext. 3101  
[rlivergood@wnpl.info](mailto:rlivergood@wnpl.info)

"Congratulations on the new library, because it isn't just a library. It is a space ship that will take you to the farthest reaches of the Universe, a time machine that will take you to the far past and the far future, a teacher that knows more than any human being, a friend that will amuse you and console you---and most of all, a gateway, to a better and happier and more useful life."  
– Isaac Asimov

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# AIA<sup>®</sup> Document B101<sup>™</sup> – 2017

## Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Tenth day of August in the year Two Thousand and Twenty-Two  
*(In words, indicate day, month and year.)*

BETWEEN the Architect’s client identified as the Owner:  
*(Name, legal status, address and other information)*

Warren-Newport Public Library District  
224 North O’Plaine Road  
Gurnee, Illinois 60031  
Telephone Number: 847-244-5150

and the Architect:  
*(Name, legal status, address and other information)*

Wold Architects and Engineers  
220 North Smith Street, Suite 310  
Palatine, Illinois 60067

Telephone Number: 847-241-6100  
Fax Number: 847-241-6105

for the following Project:  
*(Name, location and detailed description)*

Basic Contract Agreement for current and future projects agreed upon in writing by both parties.

The Owner and Architect agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

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TABLE OF ARTICLES

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- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

To be determined by separate fee letter or Project Authorization.

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

To be determined by separate fee letter or Project Authorization.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

*(Provide total and, if known, a line item breakdown.)*

To be determined by separate fee letter or Project Authorization.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:

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To be determined.

.2 Construction commencement date:

To be determined.

.3 Substantial Completion date or dates:

To be determined

.4 Other milestone dates:

To be determined.

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:  
*(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)*

To be determined by separate fee letter or Project Authorization.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:  
*(Identify and describe the Owner's Sustainable Objective for the Project, if any.)*

To be determined by separate fee letter or Project Authorization.  
*(Paragraph Deleted)*

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall define the terms, conditions and services related to the Owner's Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:  
*(List name, address, and other contact information.)*

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:  
*(List name, address, and other contact information.)*

§ 1.1.9 The Owner shall retain the following consultants and contractors:  
*(List name, legal status, address, and other contact information.)*

.1 Geotechnical Engineer:

To be determined

| (Paragraph Deleted)

- | .2 Other, if any:  
(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:  
(List name, address, and other contact information.)

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:  
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

- .1 Structural Engineer:

| To be determined

- | .2 Mechanical Engineer:

| To be determined

- | .3 Electrical Engineer:

| To be determined

- | .4 Civil Engineer:

| To be determined

Init.

§ 1.1.11.2 Consultants retained under Supplemental Services:

§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million (\$ 1,000,000 ) for each occurrence and Two Million (\$ 2,000,000 ) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million (\$ 1,000,000 ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide

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narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million (\$ 1,000,000 ) each accident, One Million (\$ 1,000,000 ) each employee, and One Million (\$ 1,000,000 ) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million (\$ 1,000,000 ) per claim and Two Million (\$ 2,000,000 ) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services; civil engineering, cost estimating, food service, pool, theater, acoustical, and landscaping, consultants will be hired by Architect as services are required as part of the Architect's Basic Services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### § 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider, if requested by the Owner, sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

### § 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

### § 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the



further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval. The Architect shall after consultation with the Owner be primarily responsible for the preparation of the necessary bidding information and bidding forms. The Architect shall also assist the owner in the preparation of the General Conditions of the Contract for Construction, and form of agreement between the Owner and Contractor. All bidding documents and contractual agreements shall be in compliance with the requirements of Illinois's public bidding and contracting law as those laws apply to public entities.

§ 3.4.6 The Architect shall work with the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. The Architect shall have the primary responsibility to complete the required documents and ensure that they are properly filed on behalf of the Owner. The Architect shall observe those applicable laws, statues, ordinances, codes, rules and regulations in force and publicly announced as of the date of this agreement or as of the date of subsequent compensation amendments whichever is the latter.

§ 3.4.7 Owner understands that relatively few guidelines are available with respect to compliance with Americans with Disabilities Act (ADA). Architect is aware of developments in this field, including ADA guidelines that are incorporated in the building code, and legal decisions, but cannot guarantee or warrant that Architect's opinion of appropriate compliance measures will be found valid.

## § 3.5 Procurement Phase Services

### § 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

### § 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

1. facilitating the distribution of Bidding Documents to prospective bidders;
2. organizing and conducting a pre-bid conference for prospective bidders, if requested by Owner;
3. preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
4. organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

### § 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.5.3.4 In the event the lowest bid (or bids) exceeds the budget for the Project, the Architect, in consultation with and at the direction of the Owner, shall provide such modifications in the Contract Documents as necessary to bring the cost of the Project within the budget, unless Owner directs the Architect to bid a project estimated over budget.

### § 3.6 Construction Phase Services

#### § 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates at the end of the one year contractor's construction warranty period.

#### § 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

#### § 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

#### § 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

#### § 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

#### § 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect’s Supplemental Services and the Owner’s Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	N/P
§ 4.1.1.2 Multiple preliminary designs	N/P
§ 4.1.1.3 Measured drawings	Owner
§ 4.1.1.4 Existing facilities surveys	Owner
§ 4.1.1.5 Site evaluation and planning	Basic Services
§ 4.1.1.6 Building Information Model management responsibilities	N/P
§ 4.1.1.7 Development of Building Information Models for post construction use	N/P
§ 4.1.1.8 Civil engineering	Basic Services
§ 4.1.1.9 Landscape design	Basic Services
§ 4.1.1.10 Architectural interior design	Basic Services
§ 4.1.1.11 Value analysis	N/P
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Basic Services
§ 4.1.1.13 On-site project representation	N/P
§ 4.1.1.14 Conformed documents for construction	N/P
§ 4.1.1.15 As-designed record drawings	N/P
§ 4.1.1.16 As-constructed record drawings	N/P
§ 4.1.1.17 Post-occupancy evaluation	N/P
§ 4.1.1.18 Facility support services	N/P
§ 4.1.1.19 Tenant-related services	N/P
§ 4.1.1.20 Architect’s coordination of the Owner’s consultants	N/P
§ 4.1.1.21 Telecommunications/data design	Can be provided for additional fee. Refer to Section 11.1.B.
§ 4.1.1.22 Security evaluation and planning	N/P
§ 4.1.1.23 Commissioning	N/P
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	N/P
§ 4.1.1.25 Fast-track design services	N/P
§ 4.1.1.26 Multiple bid packages	N/P
§ 4.1.1.27 Historic preservation	N/P
§ 4.1.1.28 Furniture, furnishings, and equipment design	Can be provided for additional fee. Refer to Section 11.1.3.
§ 4.1.1.29 Other services provided by specialty Consultants	N/P

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§ 4.1.1.30 Other Supplemental Services	N/P

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services agreed upon in writing between the Owner and Architect. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If,

Init.

upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

*(Paragraph Deleted)*

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within ( ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

#### ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as agreed upon in writing by the Owner and Architect.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

#### ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's



methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established

pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

### § 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 8.2.3 The parties shall share the mediator’s fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:  
(Check the appropriate box.)

[ X ] Litigation in a court of competent jurisdiction

[ ] Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

#### § 8.3.4 Consolidation or Joinder

§ 8.3.4.1 No mediation or legal action arising out of or relating to this Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement and signed by the Owner, Architect, and any other person or entity sought to be joined. Consent to mediation or legal action involving an additional person or entity shall not constitute consent to mediation or legal action of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to mediate and other agreements to mediate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

(Paragraphs Deleted)

#### ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect’s option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days’ written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect’s services. The Architect’s fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect’s services. The Architect’s fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 This Agreement may be terminated by the Owner upon seven (7) days written notice to Architect in its sole discretion. The Architect may terminate this Agreement only in the event of substantial non-performance by the Owner. In the event the Architect proposes to terminate this Agreement, the Architect shall notify the Owner in writing stating with specificity the alleged non-performance and further stating that the proposed termination shall be effective if the non-performance remains uncorrected for a period not less than 15 days following said notice. Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

*(Paragraphs Deleted)*

*(Paragraph Deleted)*

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7.

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect’s promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect’s materials shall not include the Owner’s confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner’s promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as “confidential” or “business proprietary,” the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose “confidential” or “business proprietary” information after 7 days’ notice to the other party, when required by law, arbitrator’s order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties’ intentions and purposes in executing the Agreement.

§ 10.10 Owner irrevocably assigns to Architects all rights to claim Section 179D federal tax credits under Energy Policy Act of 2005 as amplified and clarified in IRS Notice 2008-40. Owner shall cooperate with Architect to establish Architect’s eligibility for these federal tax credits. Architect shall be responsible for the costs of the independent third party energy study and certification.

**ARTICLE 11 COMPENSATION**

§ 11.1 For the Architect’s Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

Construction Cost	<\$500,000		\$500,000-\$2,000,000		>\$2,000,000		>\$10,000,000	
	New Construction	Renovation/ Addition	New Construction	Renovation/ Addition	New Construction	Renovation/ Addition	New Construction	Renovation/ Addition
<b>Type of Work</b>								
<b>% of Cost</b>	7.0%	8.5%	6.5%	8.0%	6.25%	7.75%	6.0%	7.5%

*(Paragraph Deleted)*

1. The fixed fee will be the product of the appropriate percentage listed above multiplied by the Cost of Work, including 5% design contingency, established as the Owner’s construction cost budget at the project onset. .
2. \*For reroofing projects, the fixed fee basis would be 0.75% less than the New Construction fee percentage based on the same construction cost tiers.
3. For the Basic Services, the Owner shall retain the Architect on a per Project basis as described above and/or as set forth in the specific fee letter or Project Authorization (TBD) for the upcoming assigned project.

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4. Furnishings and Equipment Services (if requested). Fixed Fee based upon 6% (six percent) of the furnishings and/or equipment costs, as determined by the Architect, and subsequently approved by the Owner in writing.

B. Technology and Data Design:

1. Fixed Fee based on 10% of the Technology and Data Costs documented by Wold.

*(Paragraph Deleted)*

*(Paragraph Deleted)*

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

Hourly Rate or Fixed Fee Agreed Upon in Writing.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation.)*

Hourly Rate or Fixed Fee Agreed Upon in Writing

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be as follows:  
*(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)*

Hourly Rate or Fixed Fee Agreed Upon in Writing

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	fifteen	percent (	15	%)
Design Development Phase	twenty	percent (	20	%)
Construction Documents Phase	forty	percent (	40	%)
Procurement Phase	five	percent (	5	%)
Construction Phase	twenty	percent (	20	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Employee or Category	Rate (\$0.00)
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§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 mileage based on Federal rates in connection with the project and Owner requested out-of-state travel;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project, including government agency review and permit fees;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6

*(Paragraph Deleted)*

If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;

- .7 All taxes levied on professional services and on reimbursable expenses;
- .8 Site office expenses;
- .9 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .10 Other similar Project-related expenditures.
- .11 Expense of computer aided design and drafting equipment time when used in connection with the

Project.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants and be billed at actual cost to Architect plus ten percent ( 10 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)*

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero (\$ 0.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

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§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$ ) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

#### § 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty ( 60 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.  
*(Insert rate of monthly or annual interest agreed upon.)*

Pursuant to the *Illinois Local Government Prompt Payment Act*.

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

#### ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:  
*(Include other terms and conditions applicable to this Agreement.)*

#### ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect  
*(Paragraph Deleted)*

.2 Exhibits:  
*(Check the appropriate box for any exhibits incorporated into this Agreement.)*

*(Paragraph Deleted)*

[ ] Other Exhibits incorporated into this Agreement:  
*(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)*



.3 Other documents:

(List other documents, if any, forming part of the Agreement.)

**RIDER TO B101-2017**

For Inclusion in a Standard Form of Agreement Between Owner and Architect ("Agreement")  
(AIA Document B101-2017) dated **10 August 2022** Between  
The Warren Newport Public Library District ("Owner")  
and Wold Architects and Engineers ("Architect")

Wold Architects and Engineers is incorporated in Minnesota and in good standing with the State of Illinois (see attached).

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
(Printed name and title)

  
\_\_\_\_\_  
ARCHITECT (Signature)

Roger Schroepfer, Partner

\_\_\_\_\_  
(Printed name, title, and license number, if required)

**RIDER TO B101-2017**

For Inclusion in a Standard Form of Agreement Between Owner and Architect (“Agreement”)  
(AIA Document B101-2017) dated 10 August 2022 Between  
The Warren Newport Public Library District (“Owner”)  
and Wold Architects and Engineers (“Architect”)

(2023 HVAC Improvements; Wold Architects and Engineers Commission No. 9999)

- A. This Rider to B101-2017 (Rider) applies to all services to be provided by Architect pursuant to the Agreement.
- B. All representations made by the Owner in the Contract Documents that complete the Agreement are made to the best of Owner’s knowledge and belief.
- C. Any claims shall be commenced within the limitations stated in 735 ILCS 5/13-214. \* The parties intend that modifications in the Agreement or Contract Documents of the limitations provided by 735 ILCS 5/13-214, if any, shall be given no effect.
- D. In the event the Architect authorizes minor changes or minor modifications in the Work (i.e., changes or modifications not requiring Change Orders and Construction Change Directives), the Architect will advise the Owner in writing of such changes and modifications as soon as reasonably possible.
- E. The Architect’s standard of care shall be the standard of care consistent with those usual and customary standards of professional care, skill, and diligence which are, at the time of performance of services under this Agreement, commonly followed by the Architects performing the same or similar services in the locale in which the Project is located. Consistent with this standard of care, the Architect is cognizant of its duties:
  - a) with respect to on-site observations and frequency of such observations;
  - b) vis-à-vis assessing compliance with the Specifications;
  - c) to confirm in writing, when appropriate, interpretations by government officials of building codes and applicable regulations.

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\* (a) Actions based upon tort, contract or otherwise against any person for an act or omission of such person in the design, planning, supervision, observation or management of construction, or construction of an improvement to real property shall be commenced within 4 years from the time the person bringing an action, or his or her privity, knew or should reasonably have known of such act or omission. Notwithstanding any other provision of law, contract actions against a surety on a payment or performance bond shall be commenced, if at all, within the same time limitation applicable to the bond principal.

(b) No action based upon tort, contract or otherwise may be brought against any person for an act or omission of such person in the design, planning, supervision, observation or management of construction, or construction of an improvement to real property after 10 years have elapsed from the time of such act or omission . . .

- d) With respect to completeness and accuracy of all drawings, specifications and design documents;
  - e) To include all drawings and specifications reasonably required to obtain construction permits and approvals of governmental authorities having jurisdiction over the Project;
  - f) To prepare construction documents sufficiently clear and complete for use by a competent contractor;
  - g) To clarify, correct or revise construction documents in accordance with industry standards as may be required to address any errors, omissions or incompleteness.
- F. The responsibilities/liabilities of the Owner and the Architect and their consultants, agents and employees and any concomitant damages and/or consequential damages caused by the Owner and the Architect and their consultants, agents, and employees shall be limited to such amount and to such extent as provided under any applicable insurance coverage. By way of this provision, the parties intend that any limitations in the Agreement of the amounts or types of damages available to the parties, other than those made in this paragraph F and in paragraph M of this Rider, shall be given no effect.
- G. In an effort to resolve any conflicts that arise under this Agreement, prior to commencing litigation all disputes between the Owner and the Architect arising out of or relating to this Agreement shall be submitted to non-binding mediation at a venue mutually agreed upon by Owner and Architect. After such non-binding mediation and, unless the parties agree to submit to binding arbitration, any claims, disputes, liabilities of the parties or other matters between the Owner and the Architect shall be resolved in the Circuit Court of Lake County, Illinois in accordance with Illinois law.
- H. Prior to the start of construction, Architect will provide to the Owner written confirmation that the Contractor has insurance coverages and bonds in accordance with the Architect's Specifications.
- I. Neither the Owner nor the Architect has responsibility for job site safety.
- J. Neither the Owner nor the Architect has responsibility for constructions means, methods, techniques, sequences, or procedures, and/or safety precautions and programs.
- K. No substitutions proposed by the Contractor shall be recommended by the Architect unless the substitutions are of equal quality or better.
- L. The final installment payment for architectural services is not due until completion of the Construction Phase and Architect's issuance of a final Certificate for Payment.
- M. Architect agrees to defend, indemnify, and hold harmless the Owner from and against legal liability for all claims, losses, damages, and expenses, including Attorneys' fees and expert witness fees, to the extent such claims, losses, damages, or expenses and fees are caused by Architect's failure to fulfill the Architect's obligations. Owner agrees to defend, indemnify, and hold harmless the Architect from and against legal liability for all claims, losses, damages, and expenses, including Attorneys' fees and expert witness fees, to the extent such claims, losses, damages, expenses and fees are caused by Owner's failure to fulfill the Owner's obligations. In the event such claims, losses, damages, or expenses and fees are caused by the joint or concurrent failure of Architect and Owner, they shall be borne by each party in proportion to its own failure.
- N. Owner or Architect shall pay all reasonable attorneys' fees, expert witness fees, and costs incurred

by the other in enforcing the terms and provisions of this Agreement and in defending any proceeding to which either Owner or Architect are made parties as a result of the acts or omissions of the other party. By this provision the Owner and Architect intend that only the prevailing party is entitled to reimbursement for such fees and costs.

- O. In issuing a Certificate for Payment, Architect represents to Owner that, to the best of Architect's knowledge and belief based on Architect's periodic site visits and consistent with Architect's standard of care, and based upon Architect's due diligence, the work described in the Certificate for Payment has been completed in accordance with the specifications.
- P. The Contractor shall include in all agreements and documentation connected with this project, including but not limited to design and construction contracts and agreements binding on purchasers of the Project, waivers and subrogation against all of the parties to the Project.
- Q. Consistent with the construction budget approved by the Owner, Architect is responsible for the completeness and accuracy of all drawings, specifications and design documents.
- R. Architect shall provide Owner with all documents requested by Owner thereby enabling Owner to respond timely to any request to Owner for documents pursuant to the Freedom of Information Act.
- S. The Owner shall not be obligated to pay Architect for any "Additional Services" unless such Additional Services" have been approved in writing by the Owner.
- T. At no additional cost to the Owner, the Architect shall clarify, correct or revise the Construction Documents as may be required to address any error, omissions or incompleteness.
- U. The Architect shall promptly notify the Owner and the Contractor, in writing, as to any work that does not conform to the Construction Documents.
- V. The Architect shall provide the Construction Documents to Owner and Construction Manager in an electronic format compatible with AutoCAD, or other electronic format acceptable to Owner through an internet site or file transfer protocol site which shall be accessible for printing and distribution to all Subcontractors (subject to reasonable restrictions imposed by the Architect to prevent misuse of such materials).
- W. The Construction Documents prepared by Architect shall include all drawings and specifications reasonably required to obtain construction permits and approvals of governmental authorities having jurisdiction over the Project.
- X. The Construction Documents shall be sufficiently clear and complete for use by a competent contractor.
- Y. Prior to the start of construction, Architect will provide Owner written confirmation that the insurance coverages and bonds have been provided by the Contractor and that such insurance and bonds are in accordance with the Architect's specifications. The Architect makes no warranties or representations as to the solvency or financial stability of the insurance companies issuing the insurance coverages and bonds.
- Z. In all projects flowing from the Agreement and this Rider, regardless of project size, value or scope, and regardless of whether the project was or will be competitively bid, the Architect shall include as part of the Specifications/Supplemental Conditions the following:

- 1) For all contracts or series of contracts or projects over \$25,000, Contractor must provide a Performance Bond and Payment Bond acceptable to Owner.
- 2) Where Performance Bonds are required by the Agreement and this Rider, Performance Bonds to be provided (AIA Form) shall contain the following language:

“Any suit under this bond must be instituted before the expiration of the statute of limitation applicable to any claims against the Contractor named herein, and further, the parties intend that modifications in the Agreement or Contract Documents or Performance Bond of the limitations provided by 735 ILCS 5/13-214, if any, shall be given no effect.”

- 3) Any claims shall be commenced within the limitations stated in 735 ILCS 5/13-214. \* The parties intend that modifications in the Agreement or Contract Documents of the limitations provided by 735 ILCS 5/13-214, if any, shall be given no effect.
- 4) Contractor shall purchase insurance to cover claims and expenses, including costs of defense, asserted against Owner and Architect, their agents, employees and consultants for bodily injury, sickness, disease or death caused by any negligent act or omission of the Contractor, anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable. The coverage afforded the Owner and Architect shall be primary insurance for the Owner and Architect with respect to claims arising out of operations performed by or on behalf of the Contractor. If the Owner and Architect have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of liability of the Contractor under this insurance policy shall not be reduced by the existence of such other insurance.
- 5) Work will not begin nor will any payment be authorized absent submission by the Contractor to the Owner of proof that all required insurance coverages and bonds are in effect. A Certificate of Insurance is not adequate proof. The Contractor may provide a Certificate of Insurance but shall also provide the actual endorsement from the contractor’s insurance company.
- 6) “As built” drawings from the Contractor are a condition of receipt of the Contractor’s final payment.
- 7) The responsibilities/liabilities of the Owner and the Contractor and their consultants, agents and employees and any concomitant damages and/or consequential damages shall be

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\* (a) Actions based upon tort, contract or otherwise against any person for an act or omission of such person in the design, planning, supervision, observation or management of construction, or construction of an improvement to real property shall be commenced within 4 years from the time the person bringing an action, or his or her privity, knew or should reasonably have known of such act or omission. Notwithstanding any other provision of law, contract actions against a surety on a payment or performance bond shall be commenced, if at all, within the same time limitation applicable to the bond principal.

(b) No action based upon tort, contract or otherwise may be brought against any person for an act or omission of such person in the design, planning, supervision, observation or management of construction, or construction of an improvement to real property after 10 years have elapsed from the time of such act or omission . . .

determined in such amount and to such extent as provided by Illinois law, insurance coverage, caps or limitations notwithstanding. By way of this provision, the parties intend that any limitations in the Agreement of the amounts or types of damages available to the parties shall be given no effect.

- 8) The Contractor shall reimburse the Owner for all reasonable fees charged to the Owner by the Architect, if any, which the Owner incurs as a result of the Contractor's failure to fulfill the Contractor's obligations including, without limitation, timely completion of the project.
- 9) Contractor shall pay all reasonable attorneys' fees, experts' fees, and costs incurred by the Owner in enforcing the terms and provisions of this Agreement and in defending any proceeding to which the Owner is made a party as result of the acts or omissions of the Contractor.
- 10) Contractor shall defend, indemnify, and hold harmless Owner and Architect from and against all claims, losses, damages, and expenses to the extent such claims, losses, damages or expenses are caused by Contractor's conduct, acts, errors or omissions.
- 11) In an effort to resolve any conflicts that arise under this Agreement, prior to commencing litigation all disputes between the Owner and the Contractor arising out of or relating to this Agreement shall be submitted to non-binding mediation. After such non-binding mediation and, unless the parties agree to submit to binding arbitration, any claims, disputes, liabilities of the parties or other matters between the Owner and the Contractors shall be resolved in the Circuit Court of Lake County, Illinois in accordance with Illinois law. Contractor shall obtain lien waivers for all labor and materials for the project.
- 12) Contractor acknowledges sole responsibility for determining the nature and extent of any and all work required to complete the Project.
- 13) It is intended that neither the Owner nor the Architect has responsibility for constructions means, methods, techniques, sequences, or procedures, and/or safety precautions and programs.
- 14) Contractor shall at all times observe and comply with all laws, ordinances, regulations and codes of any applicable governmental entity including, without limitation, prevailing wage laws.
- 15) Contractor acknowledges full and sole authority for all safety programs and precautions in connection with the work.
- 16) Contractor acknowledges that he has examined the property and has familiarized himself with all local conditions affecting the property.
- 17) The Contractor's standard of care shall be the standard of care consistent with those usual and customary standards of professional care, skill, and diligence which are, at the time of performance of services under this Agreement, commonly followed by Contractors performing the same or similar services in the locale in which the Project is located. Consistent with this standard of care, Contractor is cognizant of its duties:
  - a) vis-à-vis assessing compliance with the Drawings and Specs; and

b) to confirm in writing, when appropriate, interpretations by government officials of building codes and applicable regulations.

18) Contractor, at Contractor’s expense, will obtain and maintain all necessary permits and licenses.

19) Contractor shall provide Owner with all documents requested by Owner thereby enabling Owner to respond timely to any request to Owner for documents pursuant to the Freedom of Information Act.

20) The Owner is subject to the Freedom of Information Act, 5 ILCS 140/1, et seq. (“FOIA”). All information submitted by Contractor to Owner is subject to disclosure to third parties in accordance with FOIA. If Contractor intends for Owner to withhold the bidder’s trade secrets, commercial information, or financial information from disclosure to a third party in response to a FOIA request, Contractor must include with its bid written notification specifically identifying such information, along with a statement that disclosure of such information will cause competitive harm to the bidder, as provided by FOIA Section 7(1)(g), 5 ILCS 140/7(1)(g). Any information submitted which is not so marked by Contractor at the time of bid submittal will be presumed to be open to public inspection. Contractor may be required to substantiate the basis for its claims. Owner reserves the right, in its sole discretion and subject only to applicable law, to withhold or release Contractor’s information in response to a FOIA request.

T. THIS RIDER TO B101-2017 (RIDER) IS THE LAST ARTICLE TO THE AGREEMENT AND IS EXECUTED ON THE DATES STATED BELOW. IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS OF THIS RIDER AND ANY OTHER PROVISIONS OF THE AGREEMENT, THIS RIDER CONTROLS. THIS PARAGRAPH IS STATED IN ALL CAPITAL LETTERS AND IS INITIALED AS CONFIRMATION OF THE PARTIES’ UNDERSTANDING OF THE PRECEDENCE THIS RIDER TAKES OVER ANY OTHER PROVISIONS OF THE AGREEMENT.

RS  
Architect (Initial)

\_\_\_\_\_  
Owner (Initial)

Date Initialed: 12/2/2022

Date Initialed: \_\_\_\_\_

WOLD ARCHITECTS AND ENGINEERS

BOARD OF LIBRARY TRUSTEES  
WARREN-NEWPORT PUBLIC  
LIBRARY DISTRICT

By:   
Roger Schroepfer  
Partner

By: \_\_\_\_\_  
Jo Beckwith  
President

Date Signed: December 2, 2022

Date Signed: \_\_\_\_\_, 2022

# Board packet December 13, 2022: Treasurer's Report of Annual Receipts and Disbursements

Friday, December 9, 2022 10:04 AM

<b>Subject</b>	<b>Board packet December 13, 2022: Treasurer's Report of Annual Receipts and Disbursements</b>
<b>From</b>	Ryan Livergood
<b>To</b>	libraryboard
<b>Cc</b>	Gina Ornelas; Amy Blanchard; Sandy Beda; Rebekah Raleigh; Doug Wideburg
<b>Sent</b>	Friday, December 9, 2022 10:04 AM

Good morning,

This report is in the process of being finalized right now by Lauterbach and Amen and we will have it available for approval by the meeting on Tuesday. I will share it electronically once it becomes available.

Thanks,  
Ryan

**Ryan Livergood**  
Executive Director  
Warren-Newport Public Library District  
224 N. O'Plaine Road  
Gurnee, IL 60031  
847-244-5150 ext. 3101  
[rlivergood@wnpl.info](mailto:rlivergood@wnpl.info)

"Congratulations on the new library, because it isn't just a library. It is a space ship that will take you to the farthest reaches of the Universe, a time machine that will take you to the far past and the far future, a teacher that knows more than any human being, a friend that will amuse you and console you---and most of all, a gateway, to a better and happier and more useful life."  
– Isaac Asimov

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