

Board of Trustees  
Mount Prospect Public Library  
10 S. Emerson Street | Mount Prospect, IL 60056

Regular Board Meeting  
April 20, 2023 7:00 p.m.  
Meeting Room B

**AGENDA\***

1. **Call to Order**
2. **Roll Call**
3. **Public Comment**  
This is an opportunity for the public to comment briefly on matters included on the agenda or of interest to, and within the jurisdiction of the Board of Trustees. Individual speakers are limited to a maximum of five minutes. Length of public comment will be a maximum thirty minutes for the duration of the meeting.
4. **President's Report**
  - a. 2023-2024 Slate of Officers
5. **Consent Agenda**
  - a. Minutes of Regular Board Meeting of March 16, 2023 **(4-6)**
  - b. March 2023 Bills **(7)** and Financial Reports **(8-21)**
  - c. Approve Update to Bylaws Section III, Officers and Duties **(22-25)**
  - d. Approve Resolution No. 2023-3 Renewing the Lease and Acknowledging Payment to MPPL Under Terms of the Ground Lease by Village of Mount Prospect **(26)**
6. **First Quarter Financial Review – Christine McKinley**
7. **New Business**
  - a. Proclamation Recognizing Michael Duebner **(55)**
  - b. Donation and Naming Rights Policy **(56-58)**
8. **Executive Director Report (3)**
  - a. March 2023 Library Activity Report **(59-68)**
  - b. Strategic Plan Update **(69-70)**
9. **Trustee Reports and Comments**

**10. Upcoming Meetings and Events Calendar**

- a. April 24 – Foundation Board Meeting – Open
- b. May 4 – Committee of the Whole Meeting – Recommend cancel
- c. May 18, 7:00 p.m. – Regular Board Meeting
  - i. Swearing in of newly elected Trustees
  - ii. Officer Elections 2023-2024
- d. May 22 – Foundation Board Meeting – Open
- e. June 1, 7:00 p.m. – Committee of the Whole Meeting
  - i. New Trustee Orientation

**11. Adjournment**

**Library Director Report**  
**April 20, 2023**

1. **Consent Agenda.** This is agenda item 5. Any item on the consent agenda can be removed by request and discussed and voted on separately.
  - a. The updated **bylaws** include the removal of the sentence regarding officer term limits, as discussed at the March meeting, as well as an administrative correction regarding the nature of MPPL Foundation board member voting privileges. The Foundation updated their bylaws in January 2021, and this correction brings our bylaws into line.
  - b. Historically in December, both the Village and Library boards routinely approved the **ground lease** for the small portion of the Village's parking garage that sits on library property. During the 2022 review we realized that the initial 20-year lease term was expiring, and so we had both of our lawyers review the documents to 1) add language renewing the lease for a second 20-year term and 2) remove any terms that were specific to the original construction and 3) make any necessary corrections.
2. **First Quarter Financial Review.** This is agenda item 6. Finance Director Christine McKinley will present a financial overview of revenues and expenditures for the first quarter of 2023.
3. **Gift, Donation and Naming Rights Request and Policy.** This is agenda item number 7b. We have recently received a request to name one of our study rooms in exchange for a donation to the library (more information will be provided at the meeting).

Back when the main building was under construction (2004), the library solicited donations in exchange for naming rights for display cases, study rooms, and other items. Since then, the library has accepted a few named donations (outside of the Donor Wall), but we don't have a formal naming rights policy, and our donation policy is very brief.

As we are considering the new study room naming request, it would be a good time to establish a formal policy so that we can ensure equitable treatment for all of our named donations. Included in the packet is some sample language compiled from other library's policies that we can use as a base for discussion.

**Regular Board Meeting  
March 16, 2023  
Minutes**

1. Call to Order

Notice of the time of the meeting and agenda having been posted on the library bulletin board and one other public place, forty-eight hours prior to the meeting as required by law, the meeting was called to order at 7:01 p.m. by Michael Duebner, President.

2. Roll Call

Present: Marie Bass, Michael Duebner, Sylvia Fulk, Brian Gilligan, Rosemary Groenwald [via Zoom], Sylvia Haas, Kristine O'Sullivan  
Absent: None  
Staff Present: Anne Belden, Jo Broszczak, Su Reynders, Suzanne Yazel  
Visitors: Mary Anne Benden

All Trustees agreed to allow Trustee Groenwald to join the meeting virtually as per 5 ILCS 120/7 (a) (i) "personal illness or disability."

3. Public Comment

There was no public comment.

4. President's Report

President Duebner asked Trustees to let him know if they are interested in serving in one of the board offices for the 2023-2024 Election of Officers in May.

5. Consent Agenda

- a. Minutes of Regular Board Meeting of February 16, 2023
- b. February 2023 Bills and Financial Reports
- c. Approve Library Closed on Friday, May 12, 2023, for Staff In-Service Day

Motion was made by Trustee Groenwald and seconded by Trustee Bass to approve the Consent Agenda as presented. Roll Call Vote: AYES: Bass, Duebner, Fulk, Gilligan, Groenwald, Haas, O'Sullivan. NAYS: None. ABSENT: None. ABSTAIN: None. Motion carried.

6. New Business

- a. 2022 Year End Transfers
  - i. Transfer the unexpended balance of 2022 proceeds (\$1,200,000) from the Library Fund to the Capital Projects Fund backdated effective prior to the end of the 2022 calendar year.

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- ii. Close the Debt Service Fund and sweep remaining funds (\$736,364.35) to the Capital Projects Fund effective February 28, 2023.
- iii. Transfer \$96,160 from the Working Cash Fund to the Library Fund backdated effective prior to the end of the 2022 calendar year to reduce the fund balance to the statutorily allowed maximum.

Executive Director Su Reynders explained each of the three recommended transfers for 2022.

Motion was made by Trustee Groenwald and seconded by Trustee Bass to approve the 2022 Year End Transfers as presented. Roll Call Vote: AYES: Bass, Duebner, Fulk, Gilligan, Groenwald, Haas, O'Sullivan. NAYS: None. ABSENT: None. ABSTAIN: None. Motion carried.

b. Review Bylaws Section III Officers and Duties

Michael Duebner recommended under Section III, Item B, Officers and Duties that the last sentence be removed from the Bylaws. Trustees were in agreement and the updated Bylaws will be presented for approval at the April 20 Regular Board meeting. Trustee Brian Gilligan requested that hyperlinks be added to statutes referenced in the Bylaws.

c. Review Draft Master Facility Floorplan Options

Executive Director Su Reynders presented in detail the Master Facility Project floorplan options A and B to the Library Board and answered questions. After much discussion, the Board agreed to move forward with Plan A. Staff will proceed with identifying final requests and move on to the costing phase of the project.

7. Executive Director Report

Director Reynders reviewed highlights of the library report and strategic plan.

8. Trustee Reports and Comments

Trustee Bass attended the Village of Mount Prospect Aging in Community Initiative Presentation on March 14. Marie Bass reported that seniors would like to see more programming provided at the library especially during the day.

Trustee Haas and Su Reynders volunteered at the Foundation Mini Golf Fundraiser on March 11. Sylvia Haas reported the event was a huge success with 475 participants for a day of family fun.

9. Closed Session

As pursuant to 5 ILCS 120/2 (c) (21), discussion of minutes [and recordings] of meetings lawfully closed under this Act, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06.

Motion was made by Trustee O'Sullivan and seconded by Trustee Duebner to adjourn to closed session at 8:43 p.m. Roll Call Vote: AYES: Bass, Duebner, Fulk, Gilligan, Groenwald, O'Sullivan. NAYS: None. ABSENT: Haas. ABSTAIN: None. Motion carried.

10. Reconvene Open Session

Open session was reconvened at 8:44 p.m.

Motion was made by Trustee Bass and seconded by Trustee Duebner to approve and release the closed minutes of November 17, 2022 and to destroy the verbatim recordings from previously closed sessions held no earlier than 18 months after the completion of the meeting and the written minutes have been approved by the Board of Trustees. Voice vote carried.

11. Upcoming Meetings and Events Calendar

- a. No Foundation Board Meeting held in March
- b. April 6 – Committee of the Whole Meeting – Cancelled
- c. April 20, 7:00 p.m. – Regular Board Meeting
  - i. First Quarter Financial Review
  - ii. MPPL/VOMP Ground Lease
- d. April 24 – Foundation Board Meeting – Open

12. Adjournment

Motion was made by Trustee Gilligan and seconded by Trustee Duebner to adjourn the Regular Board meeting at 8:45 p.m. Voice vote carried.

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Kristine O'Sullivan, Secretary

# Mount Prospect Public Library

## Board of Trustees

### Treasurer's Report

#### Fund Balances as of March 31, 2023

Library General Fund	6,062,872.90
Working Cash Fund	2,116,046.26
Capital Projects Restricted Fund	5,757,747.25
Debt Service Fund	0.00
Gift Fund	569,107.28
<b>Total All Funds</b>	<b>14,505,773.69</b>

#### Disbursements March 2023

<b>\$ 1,280,467.66</b>
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#### Financial Summary

##### Fund Balances

Combined Balance Library & Working Cash Funds	\$ 8,178,919
Annual Operating Budget 2023	\$ 10,143,700
Combined Balance - Months in Reserve	9.7
Combined Balance - Percentage in Reserve	81%

##### YTD March Spending

\*Disbursements are higher this month due to it being a three paycheck month, our HVAC project, and the timing of last months benefit payments.

\* We're on target with spending and our YTD percentage expended is 22%

\* Last year at this time, we had expended about 25.4%

##### Levy Collection

\* To date 27.12% of the total 2022 Levy has been collected

Mount Prospect Public Library

Statement of Revenues, Expenditures & Fund Balance

For the Period Ended 03/31/2023

	Library Fund	Working Cash Fund	Capital Project Fund	Debt Service Fund	Gift Fund	Total Funds
<b>Revenues</b>						
Property Taxes	\$2,934,233.87	\$0.00	\$0.00	\$0.00	\$0.00	\$2,934,233.87
Interest Income	\$28,336.33	\$0.00	\$20,440.51	\$0.00	\$0.00	\$48,776.84
Miscellaneous Fees	\$3,202.38	\$0.00	\$0.00	\$0.00	\$0.00	\$3,202.38
Friends Reimbursement	\$188.22	\$0.00	\$0.00	\$0.00	\$0.00	\$188.22
Miscellaneous Income	\$0.00	\$0.00	\$0.00	\$0.00	\$333.55	\$333.55
Transfers In	\$0.00	\$0.00	\$736,364.35	\$0.00	\$0.00	\$736,364.35
<b>Total Revenues</b>	<b>\$2,965,960.80</b>	<b>\$0.00</b>	<b>\$756,804.86</b>	<b>\$0.00</b>	<b>\$333.55</b>	<b>\$3,723,099.21</b>
<b>Expenses</b>						
Salaries & Benefits	\$587,380.11	\$0.00	\$0.00	\$0.00	\$0.00	\$587,380.11
Management Expense	\$22,002.87	\$0.00	\$0.00	\$0.00	\$0.00	\$22,002.87
Operating Expense	\$29,132.57	\$0.00	\$0.00	\$0.00	\$1,853.92	\$30,986.49
Building Expense	\$30,616.83	\$0.00	\$100,000.00	\$0.00	\$0.00	\$130,616.83
Library Materials	\$70,824.76	\$0.00	\$0.00	\$0.00	\$0.00	\$70,824.76
Reimbursable Expense	\$791.71	\$0.00	\$0.00	\$0.00	\$0.00	\$791.71
Transfers	\$0.00	\$0.00	\$0.00	\$736,364.35	\$0.00	\$736,364.35
<b>Total Expenses</b>	<b>\$740,748.85</b>	<b>\$0.00</b>	<b>\$100,000.00</b>	<b>\$736,364.35</b>	<b>\$1,853.92</b>	<b>\$1,578,967.12</b>
<b>BEGINNING FUND BALANCE</b>	<b>\$3,837,660.95</b>	<b>\$2,116,046.26</b>	<b>\$5,100,942.39</b>	<b>\$736,364.35</b>	<b>\$570,627.65</b>	<b>\$12,361,641.60</b>
<b>NET SURPLUS/(DEFICIT)</b>	<b>\$2,225,211.95</b>	<b>\$0.00</b>	<b>\$656,804.86</b>	<b>(\$736,364.35)</b>	<b>(\$1,520.37)</b>	<b>\$2,144,132.09</b>
<b>ENDING FUND BALANCE</b>	<b>\$6,062,872.90</b>	<b>\$2,116,046.26</b>	<b>\$5,757,747.25</b>	<b>\$0.00</b>	<b>\$569,107.28</b>	<b>\$14,505,773.69</b>



# Mount Prospect Public Library Revenue Report

For the Period Ended 03/31/2023

Library Fund	M.T.D. Receipts	Y.T.D. Receipts	Budgeted Receipts	Uncollected Receipts	Percent Collected	Percent Uncollected
Property Taxes	\$2,934,233.87	\$5,251,087.53	\$10,687,240.00	\$5,436,152.47	49.13%	50.87%
Illinois Per Capita Grant	\$0.00	\$0.00	\$83,856.00	\$83,856.00	0.00%	100.00%
Interest Income	\$28,336.33	\$65,170.58	\$0.00	(\$65,170.58)	0.00%	0.00%
Fees	\$3,104.88	\$8,085.89	\$12,700.00	\$4,614.11	63.67%	36.33%
For Sale Items	\$97.50	\$183.50	\$200.00	\$16.50	91.75%	8.25%
Miscellaneous Income	\$0.00	\$77,333.78	\$0.00	(\$77,333.78)	0.00%	0.00%
Friends Reimbursement	\$188.22	\$315.67	\$34,200.00	\$33,884.33	0.92%	99.08%
Foundation Reimbursement	\$0.00	\$379.00	\$9,675.00	\$9,296.00	3.92%	96.08%
Village Reimbursement	\$0.00	\$0.00	\$1,750.00	\$1,750.00	0.00%	100.00%
Grant Income	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	0.00%
Transfers In	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	0.00%
Total Library Fund	\$2,965,960.80	\$5,402,555.95	\$10,829,621.00	\$5,427,065.05	49.89%	50.11%

## Working Cash Fund

Property Taxes	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	0.00%
Interest Income	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	0.00%
Total Working Cash Fund	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	0.00%

## Capital Projects Fund

Property Taxes	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	0.00%
Interest Income	\$20,440.51	\$48,611.63	\$0.00	(\$48,611.63)	0.00%	0.00%
Miscellaneous Income	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	0.00%
Grant Income	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	0.00%
Transfers	\$0.00	\$0.00	\$600,000.00	\$600,000.00	0.00%	100.00%
Total Capital Projects Fund	\$20,440.51	\$48,611.63	\$600,000.00	\$551,388.37	8.10%	91.90%

Mount Prospect Public Library  
Revenue Report

For the Period Ended 03/31/2023

	M.T.D. Receipts	Y.T.D. Receipts	Budgeted Receipts	Uncollected Receipts	Percent Collected	Percent Uncollected
<b><u>Debt Service Fund</u></b>						
Property Taxes	\$0.00	\$355,412.59	\$0.00	(\$355,412.59)	0.00%	0.00%
Interest Income	\$0.00	\$3,558.02	\$0.00	(\$3,558.02)	0.00%	0.00%
Total Debt Service Fund	\$0.00	\$358,970.61	\$0.00	(\$358,970.61)	0.00%	0.00%
<b><u>Gift Fund</u></b>						
Bank Interest	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	0.00%
Miscellaneous Income	\$333.55	\$960.68	\$5,000.00	\$4,039.32	19.21%	80.79%
Donations	\$0.00	\$1,500.00	\$0.00	(\$1,500.00)	0.00%	0.00%
Total Gift Fund	\$333.55	\$2,460.68	\$5,000.00	\$2,539.32	49.21%	50.79%

Mount Prospect Public Library  
Expense Report  
For the Period Ended 03/31/2023

<u>Library Fund</u>						
	M.T.D. Expended	Y.T.D. Expended	Annual Budget	Budget Remaining	Percent Expended	Percent Remaining
Salaries & Benefits						
Salaries	\$464,428.04	\$1,335,913.09	\$5,840,000.00	\$4,504,086.91	22.88%	77.12%
IMRF	\$22,664.63	\$73,656.16	\$335,000.00	\$261,343.84	21.99%	78.01%
MC/FICA	\$34,399.15	\$96,816.24	\$447,000.00	\$350,183.76	21.66%	78.34%
Medical Insurance	\$65,739.64	\$185,501.55	\$820,000.00	\$634,498.45	22.62%	77.38%
Life Insurance	\$148.65	\$453.65	\$3,000.00	\$2,546.35	15.12%	84.88%
Unemployment Compensation Tax	\$0.00	\$1,666.73	\$23,000.00	\$21,333.27	7.25%	92.75%
Total Salaries & Benefits	\$587,380.11	\$1,694,007.42	\$7,468,000.00	\$5,773,992.58	22.68%	77.32%
Management Expenses						
Audit	\$0.00	\$0.00	\$5,400.00	\$5,400.00	0.00%	100.00%
Legal Fees	\$0.00	\$0.00	\$5,000.00	\$5,000.00	0.00%	100.00%
Printing	\$777.39	\$18,194.19	\$121,000.00	\$102,805.81	15.04%	84.96%
Marketing	\$5,101.03	\$14,123.37	\$58,000.00	\$43,876.63	24.35%	75.65%
Professional Dues	\$1,805.00	\$7,310.00	\$17,500.00	\$10,190.00	41.77%	58.23%
Board Development	\$0.00	\$55.00	\$7,500.00	\$7,445.00	0.73%	99.27%
Human Resources	\$12,855.30	\$42,199.74	\$158,400.00	\$116,200.26	26.64%	73.36%
Other Operating	\$1,464.15	\$16,166.74	\$54,900.00	\$38,733.26	29.45%	70.55%
Total Management Expenses	\$22,002.87	\$98,049.04	\$427,700.00	\$329,650.96	22.92%	77.08%
Operating Expenses						
Telecommunications	\$4,207.34	\$8,016.87	\$35,550.00	\$27,533.13	22.55%	77.45%
Insurance	\$6,000.00	\$91,708.51	\$122,000.00	\$30,291.49	75.17%	24.83%
Office Supplies	\$1,951.51	\$5,201.07	\$27,350.00	\$22,148.93	19.02%	80.98%
Library Supplies	\$1,011.52	\$4,394.91	\$20,800.00	\$16,405.09	21.13%	78.87%
Postage	\$652.65	\$4,992.09	\$31,700.00	\$26,707.91	15.75%	84.25%
Contract Services	\$1,783.70	\$17,249.42	\$49,000.00	\$31,750.58	35.20%	64.80%
Software	\$13,525.85	\$58,399.90	\$174,500.00	\$116,100.10	33.47%	66.53%
Total Operating Expenses	\$29,132.57	\$189,962.77	\$460,900.00	\$270,937.23	41.22%	58.78%

Mount Prospect Public Library

Expense Report

For the Period Ended 03/31/2023

	M.T.D. Expended	Y.T.D. Expended	Annual Budget	Budget Remaining	Percent Expended	Percent Remaining
Building Expenses						
Building Maintenance						
Hardware & System Maintenance	\$7,082.12	\$22,242.13	\$132,200.00	\$109,957.87	16.82%	83.18%
Janitorial	\$82.49	\$72,964.98	\$142,700.00	\$69,735.02	51.13%	48.87%
Equipment	\$5,259.54	\$15,125.22	\$69,900.00	\$54,774.78	21.64%	78.36%
Utilities	\$12,482.08	\$21,272.51	\$177,500.00	\$156,227.49	11.98%	88.02%
Total Building Expenses	\$5,710.60	\$20,524.56	\$77,000.00	\$56,475.44	26.66%	73.34%
	\$30,616.83	\$152,129.40	\$599,300.00	\$447,170.60	25.38%	74.62%
Services and Resources						
Adult Print	\$17,005.99	\$41,651.97	\$226,900.00	\$185,248.03	18.36%	81.64%
Adult AV	\$3,669.03	\$9,917.14	\$63,500.00	\$53,582.86	15.62%	84.38%
Youth Print	\$9,701.08	\$27,442.87	\$151,400.00	\$123,957.13	18.13%	81.87%
Youth AV	\$358.78	\$4,570.90	\$34,300.00	\$29,729.10	13.33%	86.67%
Magazines	\$8,808.88	\$11,410.41	\$19,300.00	\$7,889.59	59.12%	40.88%
Electronic Resources	\$4,897.11	\$77,810.50	\$181,200.00	\$103,389.50	42.94%	57.06%
Digital Media	\$17,167.48	\$58,037.00	\$303,800.00	\$245,763.00	19.10%	80.90%
E-Learning	\$2,111.10	\$22,507.93	\$48,000.00	\$25,492.07	46.89%	53.11%
Library of Things	\$1,762.55	\$5,770.67	\$50,000.00	\$44,229.33	11.54%	88.46%
Microform	\$684.42	\$684.42	\$700.00	\$15.58	97.77%	2.23%
Processing Supplies	\$1,299.13	\$7,969.74	\$26,400.00	\$18,430.26	30.19%	69.81%
Programs	\$3,359.21	\$7,081.97	\$82,300.00	\$75,218.03	8.61%	91.39%
Total Services and Resources	\$70,824.76	\$274,855.52	\$1,187,800.00	\$912,944.48	23.14%	76.86%
Transfers						
Total Transfers	\$0.00	\$0.00	\$600,000.00	\$600,000.00	0.00%	100.00%
	\$0.00	\$0.00	\$600,000.00	\$600,000.00	0.00%	100.00%
Sponsored Expenses						
Foundation Expenses	\$475.00	\$1,027.98	\$9,675.00	\$8,647.02	10.63%	89.37%
Friends Expenses	\$316.71	\$683.80	\$34,200.00	\$33,516.20	2.00%	98.00%
Grant Expenses	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	0.00%
VOMP Expenses	\$0.00	\$0.00	\$1,750.00	\$1,750.00	0.00%	100.00%
Total Sponsored Expenses	\$791.71	\$1,711.78	\$45,625.00	\$43,913.22	3.75%	96.25%
Total Library Fund	\$740,748.85	\$2,410,715.93	\$10,789,325.00	\$8,378,609.07	22.34%	77.66%

# Mount Prospect Public Library

## Expense Report

For the Period Ended 03/31/2023

	M.T.D. Expended	Y.T.D. Expended	Annual Budget	Budget Remaining	Percent Expended	Percent Remaining
<b><u>Capital Project Fund</u></b>						
400-6130-99 Bank & Credit Card Fees	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	0.00%
400-6800-99 Building Maintenance - Service	\$100,000.00	\$260,000.00	\$240,000.00	(\$20,000.00)	108.33%	(8.33%)
400-6805-99 Building Maintenance - South Branch	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	0.00%
400-6840-99 Equipment & Furnishings	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	0.00%
400-6845-99 Equipment & Furnishings - South Branch	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	0.00%
400-7000-99 Capital Outlay - South Branch	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	0.00%
400-7010-99 Capital Outlay	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	0.00%
400-7810-99 Transfer to Gift Fund	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	0.00%
400-7820-99 Transfer to Library Fund	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	0.00%
Total Capital Project Fund	\$100,000.00	\$260,000.00	\$240,000.00	(\$20,000.00)	108.33%	(8.33%)
<b><u>Debt Service Fund</u></b>						
500-6120-99 Administrative Expenses	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	0.00%
500-6130-99 Bank & Credit Card Fees	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	0.00%
500-6180-99 Principal payment	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	0.00%
500-6181-99 Principal Payment LT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	0.00%
500-7800-99 Transfer to Capital Project Fund	\$736,364.35	\$736,364.35	\$0.00	(\$736,364.35)	0.00%	0.00%
Total Debt Service	\$736,364.35	\$736,364.35	\$0.00	(\$736,364.35)	0.00%	0.00%
<b><u>Gift Fund</u></b>						
300-6840-99 Equipment & Furnishings	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	0.00%
300-7050-99 Operating Expenses	\$1,853.92	\$1,853.92	\$50,000.00	\$48,146.08	3.71%	96.29%
300-7060-99 Circulating Materials	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	0.00%
300-7070-99 Art	\$0.00	\$4,400.00	\$0.00	(\$4,400.00)	0.00%	0.00%
300-7300-99 Programs	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	0.00%
300-7800-99 Transfer to Capital Project Fund	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	0.00%
300-7820-99 Transfer to Library Fund	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	0.00%
Total Gift Fund	\$1,853.92	\$6,253.92	\$50,000.00	\$43,746.08	12.51%	87.49%

# Mount Prospect Public Library

## Outgoing Bank and Credit Card Charges

### For the Period Ended 03/31/2023

Date	Source	Amount
03/01/2023	AMAZON	\$5.95
03/01/2023	USPS	\$9.65
03/01/2023	AMAZON	\$11.95
03/01/2023	PREMIER SHOWCASE	\$20.00
03/01/2023	VILLAGE OF MOUNT PRO	\$112.00
03/01/2023	ZOOM	\$180.00
03/01/2023	BOOKLIST	\$184.95
03/01/2023	JOHNSON CONTROLS	\$285.00
03/01/2023	REPUBLIC SERVICES #5	\$303.49
03/01/2023	EMPLOYEE BENEFITS CO	\$1488.09
03/01/2023	GUARDIAN	\$3357.63
03/01/2023	CORPORATE ARTWORKS,	\$4400.00
03/01/2023	VILLAGE OF MOUNT PRO	\$86115.99
03/02/2023	AMAZON	\$8.99
03/02/2023	AMAZON	\$8.99
03/02/2023	USPS	\$19.30
03/03/2023	AMAZON	\$8.99
03/03/2023	MENARDS	\$11.38
03/03/2023	ILLINOIS LIBRARY ASS	\$55.00
03/03/2023	AURORA PUBLIC LIBRAR	\$69.45
03/03/2023	JASON KRUSKI	\$125.00
03/03/2023	W. W. GRAINGER, INC.	\$144.63
03/03/2023	PLAYAWAY PRODUCTS LL	\$149.98
03/03/2023	EXPERT PAY CHILD SUP	\$188.31
03/03/2023	ERICA RECKAMP	\$200.00
03/03/2023	J. KEVIN CHAPMAN	\$240.00
03/03/2023	PEERLESS MARKETING I	\$364.89
03/03/2023	SUPERIOR INDUSTRIAL	\$372.70
03/03/2023	TRU GREEN CHEM LAWN	\$375.00
03/03/2023	WAREHOUSE DIRECT	\$487.50
03/03/2023	FOUNDATION FOR THE M	\$500.00
03/03/2023	MIDWEST TAPE	\$645.81
03/03/2023	TECHNOLOGY MANAGEMEN	\$785.60
03/03/2023	OVERDRIVE, INC.	\$1031.57
03/03/2023	COMPUTYPE, INC.	\$1094.90
03/03/2023	RAINBOW SIGNS INC	\$2895.00
03/03/2023	BAKER & TAYLOR, INC.	\$3177.71
03/03/2023	ICMA RETIREMENT TRUS	\$6989.22
03/03/2023	BLACKBAUD	\$7812.14
03/03/2023	RAILS	\$15000.00
03/03/2023	Payroll 2023-303	\$52586.36

# Mount Prospect Public Library

## Outgoing Bank and Credit Card Charges

### For the Period Ended 03/31/2023

Date	Source	Amount
03/03/2023	Payroll 2023-303	\$139905.52
03/03/2023	INTEGRATED CONTROL T	\$160000.00
03/05/2023	MICROSOFT	\$6.60
03/05/2023	AMAZON	\$8.99
03/05/2023	AMAZON	\$8.99
03/05/2023	AMAZON	\$8.99
03/05/2023	AMAZON	\$8.99
03/05/2023	AMAZON	\$8.99
03/05/2023	AMAZON	\$8.99
03/05/2023	AMAZON	\$8.99
03/05/2023	DISNEY	\$14.99
03/05/2023	DISNEY	\$14.99
03/05/2023	DISNEY	\$14.99
03/05/2023	DISNEY	\$14.99
03/05/2023	DISNEY	\$14.99
03/05/2023	DISNEY	\$14.99
03/05/2023	DISNEY	\$14.99
03/05/2023	DISNEY	\$14.99
03/05/2023	NETFLIX	\$19.99
03/05/2023	NETFLIX	\$19.99
03/05/2023	NETFLIX	\$19.99
03/05/2023	NETFLIX	\$19.99
03/05/2023	NETFLIX	\$19.99
03/05/2023	AMAZON	\$26.99
03/05/2023	AMAZON	\$31.96
03/05/2023	DISC PROFILING	\$59.94
03/05/2023	VISTAPRINT	\$416.35
03/05/2023	VILLAGE OF MOUNT PRO	\$1007.52
03/06/2023	DISNEY	\$14.99
03/06/2023	AMAZON	\$19.96
03/06/2023	AMAZON	\$59.72
03/06/2023	AMAZON	\$79.90
03/07/2023	DISCOVERY PLUS	\$4.99
03/07/2023	DISCOVERY PLUS	\$4.99
03/07/2023	DISCOVERY PLUS	\$4.99
03/07/2023	DISCOVERY PLUS	\$4.99
03/07/2023	DISCOVERY PLUS	\$4.99
03/07/2023	ENVATO	\$6.10
03/07/2023	CHAMBER CO OP INC	\$15.00
03/07/2023	NETFLIX	\$19.99
03/07/2023	NETFLIX	\$19.99

# Mount Prospect Public Library

## Outgoing Bank and Credit Card Charges

### For the Period Ended 03/31/2023

Date	Source	Amount
03/07/2023	NETFLIX	\$19.99
03/08/2023	DISCOVERY PLUS	\$4.99
03/08/2023	DISCOVERY PLUS	\$4.99
03/08/2023	DISCOVERY PLUS	\$4.99
03/08/2023	DISCOVERY PLUS	\$4.99
03/08/2023	DISCOVERY PLUS	\$4.99
03/08/2023	USPS	\$9.65
03/08/2023	AMAZON	\$18.61
03/08/2023	BARNES & NOBLE	\$29.15
03/08/2023	STAMPXPRESS	\$33.54
03/08/2023	AMAZON	\$34.02
03/08/2023	GENEALOGICAL.COM, IN	\$37.45
03/08/2023	AMAZON	\$116.13
03/08/2023	AT&T ACH	\$208.97
03/09/2023	AMAZON	\$14.98
03/09/2023	PC GAMER	\$24.95
03/09/2023	AMERICAN RED CROSS	\$41.69
03/09/2023	MARIANO'S	\$42.45
03/09/2023	NATIONAL GEOGRAPHIC	\$45.00
03/09/2023	LIBRARYWORKS, INC.	\$49.00
03/09/2023	THE WALL STREET JOUR	\$54.99
03/09/2023	ROSATI'S PIZZA	\$140.18
03/09/2023	GORDON FOOD SERVICE	\$144.44
03/09/2023	CHICAGO TRIBUNE	\$146.00
03/09/2023	GORDON FOOD SERVICE	\$148.30
03/09/2023	AMAZON	\$199.99
03/10/2023	DISCOVERY PLUS	\$4.99
03/10/2023	DEMCO	\$11.64
03/10/2023	DO IT YOURSELF MAGAZ	\$19.96
03/10/2023	KD MARKET	\$22.40
03/10/2023	MENARDS	\$22.57
03/10/2023	ANDERSON LOCK CO. LT	\$23.19
03/10/2023	COOKING LIGHT	\$30.00
03/10/2023	SHELL OIL COMPANY	\$39.29
03/10/2023	CINTAS #22	\$75.51
03/10/2023	MIDWEST TAPE	\$79.98
03/10/2023	GOTPRINT.COM	\$111.87
03/10/2023	THE TEACHING COMPANY	\$159.80
03/10/2023	AMERICAN LANDSCAPING	\$170.00
03/10/2023	PLAYAWAY PRODUCTS LL	\$256.16
03/10/2023	YVONNE WOLF	\$275.00
03/10/2023	KIPLINGER LETTER	\$299.00



# Mount Prospect Public Library

## Outgoing Bank and Credit Card Charges

### For the Period Ended 03/31/2023

Date	Source	Amount
03/10/2023	JENNIFER RIDDLE	\$350.00
03/10/2023	VERIZON WIRELESS	\$397.45
03/10/2023	KIM WHITE	\$400.00
03/10/2023	JOURNAL AND TOPICS	\$450.00
03/10/2023	INGRAM	\$477.61
03/10/2023	GRAPHIC 14 INC.	\$481.04
03/10/2023	USPS	\$506.20
03/10/2023	BUDGET LIBRARY SUPPL	\$860.00
03/10/2023	WAREHOUSE DIRECT	\$1001.82
03/10/2023	AMAZON	\$1397.99
03/10/2023	BAKER & TAYLOR, INC.	\$3172.27
03/10/2023	CAUSE AND SOLUTION I	\$7500.00
03/10/2023	SIRSI CORPORATION	\$61276.04
03/12/2023	USPS	\$9.65
03/12/2023	WALGREENS	\$23.48
03/12/2023	CANADIAN HOUSE & HOM	\$29.95
03/12/2023	AJ TEK CORPORATION	\$60.00
03/12/2023	OSMO	\$69.30
03/12/2023	ONLINE LABELS, INC	\$134.17
03/12/2023	SPHERO	\$156.23
03/13/2023	AMAZON	\$5.87
03/13/2023	AMAZON	\$10.46
03/13/2023	NETFLIX	\$19.99
03/13/2023	NETFLIX	\$19.99
03/13/2023	AMAZON	\$34.02
03/13/2023	POTBELLY	\$107.06
03/13/2023	AT&T ACH	\$724.41
03/13/2023	CHASE BANK	\$18735.23
03/14/2023	AMAZON	\$18.47
03/14/2023	NETFLIX	\$19.99
03/14/2023	DISNEY	\$19.99
03/14/2023	AMAZON	\$62.97
03/14/2023	GODADDY.COM, INC.	\$199.98
03/14/2023	THE ECONOMIST	\$213.00
03/14/2023	EMPLOYEE BENEFITS CO	\$1588.09
03/15/2023	USPS	\$9.65
03/15/2023	TRADER JOE'S	\$12.47
03/15/2023	ALA	\$56.00
03/15/2023	A24	\$67.00
03/15/2023	EMPLOYEE BENEFITS CO	\$116.13
03/15/2023	Payroll 2023-317	\$53344.22
03/15/2023	Payroll 2023-317	\$140915.45

# Mount Prospect Public Library

## Outgoing Bank and Credit Card Charges

### For the Period Ended 03/31/2023

Date	Source	Amount
03/16/2023	BARRONS	\$29.99
03/16/2023	MARIANO'S	\$44.93
03/16/2023	AMERICAN LIBRARY ASS	\$115.00
03/16/2023	AMERICAN LIBRARY ASS	\$115.00
03/16/2023	AQUENT LLC	\$455.00
03/17/2023	USPS	\$9.65
03/17/2023	WALMART	\$14.16
03/17/2023	MARIANO'S	\$17.97
03/17/2023	MENARDS	\$20.37
03/17/2023	ANTIOCH PUBLIC LIBRA	\$23.00
03/17/2023	VISTAPRINT	\$24.99
03/17/2023	AMAZON	\$26.99
03/17/2023	AMAZON	\$83.04
03/17/2023	ELM USA, INC.	\$90.25
03/17/2023	CAITLIN DROLET	\$125.00
03/17/2023	TALEWISE, LLC	\$125.00
03/17/2023	MIDWEST TAPE	\$126.96
03/17/2023	MATTHEW BENDER & CO.	\$243.10
03/17/2023	ANNETTE BOCHENEK	\$300.00
03/17/2023	DEMCO	\$337.04
03/17/2023	W. W. GRAINGER, INC.	\$363.66
03/17/2023	ID LABEL, INC.	\$689.80
03/17/2023	INGRAM	\$731.58
03/17/2023	TECHNOLOGY MANAGEMEN	\$785.60
03/17/2023	LIBRARY IDEAS, LLC	\$964.46
03/17/2023	COMBINED ROOFING SER	\$1660.91
03/17/2023	4-IMPRINT	\$2694.35
03/17/2023	OVERDRIVE, INC.	\$3631.11
03/17/2023	IMAGE SYSTEMS & BUSI	\$3718.07
03/17/2023	BAKER & TAYLOR, INC.	\$6457.75
03/17/2023	NPN360	\$8961.65
03/18/2023	COMCAST BUSINESS	\$189.90
03/19/2023	AMAZON	\$6.95
03/19/2023	AMAZON	\$6.99
03/19/2023	AMAZON	\$8.99
03/19/2023	USPS	\$9.65
03/19/2023	CENTURY CLEANERS	\$9.90
03/19/2023	AMAZON	\$11.14
03/19/2023	ALA	\$56.00
03/19/2023	S&S Worldwide	\$172.37
03/20/2023	AMAZON	\$149.95
03/20/2023	EXPERT PAY CHILD SUP	\$188.31

# Mount Prospect Public Library

## Outgoing Bank and Credit Card Charges

### For the Period Ended 03/31/2023

Date	Source	Amount
03/20/2023	REPUBLIC SERVICES #5	\$303.49
03/20/2023	STAPLES BUSINESS ADV	\$562.67
03/20/2023	ICMA RETIREMENT TRUS	\$7211.80
03/21/2023	DAILY HERALD	\$34.60
03/21/2023	ALA	\$71.10
03/22/2023	AMAZON	\$14.98
03/22/2023	EVENTCOMBO	\$17.02
03/22/2023	ASIAN PACIFIC AMERIC	\$20.00
03/22/2023	AMAZON	\$21.98
03/22/2023	AMERICAN LIBRARY ASS	\$41.00
03/22/2023	AMAZON	\$51.27
03/22/2023	ILA	\$100.00
03/22/2023	ALA	\$217.00
03/22/2023	AMERICAN LIBRARY ASS	\$224.00
03/22/2023	AMAZON	\$225.43
03/22/2023	WIZARDPINS	\$240.00
03/22/2023	WIZARDPINS	\$315.56
03/23/2023	AMAZON	\$8.99
03/23/2023	SPOTIFY	\$15.99
03/23/2023	USPS	\$19.30
03/23/2023	USPS	\$19.30
03/23/2023	PADLET SOFTWARE	\$24.00
03/23/2023	LAKESHORE LEARNING M	\$978.84
03/24/2023	AMAZON	\$23.97
03/24/2023	PLAYAWAY PRODUCTS LL	\$24.99
03/24/2023	WALMART	\$70.68
03/24/2023	EMERSON'S ALE HOUSE	\$75.48
03/24/2023	CINTAS #22	\$75.51
03/24/2023	ACCURATE EMPLOYMENT	\$101.76
03/24/2023	ILLINOIS LIBRARY ASS	\$150.00
03/24/2023	VARIETY VENDORS	\$159.00
03/24/2023	SUPERIOR INDUSTRIAL	\$224.70
03/24/2023	ALOHA LIVES BY DESIG	\$350.00
03/24/2023	WAREHOUSE DIRECT	\$350.48
03/24/2023	ANN TORRALBA	\$375.00
03/24/2023	FINANCIAL TIMES	\$385.00
03/24/2023	VERIZON WIRELESS	\$397.45
03/24/2023	AMERICAN LIBRARY ASS	\$422.00
03/24/2023	OVERDRIVE, INC.	\$519.15
03/24/2023	KANOPY, INC.	\$606.00
03/24/2023	DISCOUNT SCHOOL SUPP	\$615.53
03/24/2023	CRIMSON MULTIMEDIA D	\$648.55

# Mount Prospect Public Library

## Outgoing Bank and Credit Card Charges

### For the Period Ended 03/31/2023

Date	Source	Amount
03/24/2023	INGRAM	\$699.44
03/24/2023	THOMSON REUTERS	\$1588.11
03/24/2023	CAPSTONE	\$1799.00
03/24/2023	CRYSTAL MANAGEMENT &	\$2980.00
03/24/2023	MIDWEST TAPE	\$4299.57
03/24/2023	AMAZON	\$5476.05
03/24/2023	F.E.MORAN, INC. FIRE	\$5860.00
03/24/2023	ARTHUR J. GALLAGHER	\$6000.00
03/24/2023	BAKER & TAYLOR, INC.	\$7179.67
03/26/2023	USPS	\$9.65
03/26/2023	USPS	\$9.65
03/26/2023	HOME DEPOT	\$26.82
03/26/2023	4ALLPROMOS	\$1346.52
03/27/2023	WALMART	\$38.71
03/28/2023	WURTEC	\$1112.40
03/28/2023	EMPLOYEE BENEFITS CO	\$1538.09
03/28/2023	Payroll 2023-331	\$57219.16
03/28/2023	Payroll 2023-331	\$149686.55
03/29/2023	WALMART	\$7.97
03/29/2023	USPS	\$11.35
03/29/2023	TARGET	\$22.00
03/29/2023	AMERICAN LIBRARY ASS	\$78.00
03/29/2023	VILLAGE OF MOUNT PRO	\$112.00
03/29/2023	AFLAC	\$266.81
03/29/2023	AFLAC	\$266.81
03/29/2023	VILLAGE OF MOUNT PRO	\$68390.93
03/29/2023	VILLAGE OF MOUNT PRO	\$92854.39
03/30/2023	AMAZON	\$22.99
03/30/2023	AMAZON	\$65.92
03/30/2023	AMAZON	\$138.00
03/30/2023	LIBRARY JOURNAL CC	\$474.48
03/30/2023	CONSTELLATION NEW EN	\$4753.12
03/31/2023	NEW YORK REVIEW OF B	\$99.95
03/31/2023	S&S Worldwide	\$127.05
03/31/2023	FRIENDS OF THE MPPL	\$143.50
03/31/2023	THE DAVEY TREE EXPER	\$148.00
03/31/2023	ZOOM	\$180.00
03/31/2023	EXPERT PAY CHILD SUP	\$188.31
03/31/2023	MIDWEST TAPE	\$222.96
03/31/2023	BACKSTAGE LIBRARY WO	\$250.00
03/31/2023	INGRAM	\$334.44

**Mount Prospect Public Library**  
**Outgoing Bank and Credit Card Charges**  
For the Period Ended 03/31/2023

<b>Date</b>	<b>Source</b>	<b>Amount</b>
03/31/2023	4-IMPRINT	\$385.01
03/31/2023	W. W. GRAINGER, INC.	\$550.39
03/31/2023	WAREHOUSE DIRECT	\$702.80
03/31/2023	ENCYCLOPAEDIA BRITAN	\$750.00
03/31/2023	RAILS	\$760.00
03/31/2023	PROSPECT ELECTRIC CO	\$850.00
03/31/2023	BAKER & TAYLOR, INC.	\$4298.90
03/31/2023	TIME CLOCK PLUS	\$6725.39
03/31/2023	ICMA RETIREMENT TRUS	\$7230.88
		<hr/>
		\$ 1,280,467.66

# Bylaws

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## I. Organization

- A. The Mount Prospect Public Library is established and organized under authority of the [Statutes of the State of Illinois](#). The Board of Trustees is vested with the powers and duties set forth in the [Illinois Local Library Act](#).

## II. Trustees and Duties

- A. The Board of Library Trustees shall be composed of seven (7) members elected under provisions of the [Illinois Election Code](#) and the [Local Library Act](#). Trustees are elected for six-year terms and shall serve until their successor is elected and qualified.
- B. Vacancies on the Board shall be filled by appointment by the remaining Trustees pursuant to [75 ILCS 5/4-4](#).
- C. Each newly elected or appointed Trustee shall, within 60 days of being sworn in, make arrangements with the Executive Director for a Trustee orientation meeting.
- D. Trustees shall comply with applicable statutes governing conflicts of interest; no Trustee shall have a personal interest in any matter before the Board when such personal interest is prohibited by law. When there is a conflict of interest for a Trustee on a particular issue, said member shall make a disclosure statement in an open Board meeting and abstain from voting and commenting on that issue.
- E. All Trustees must file the Disclosure of Economic Interests Statement as required by the Illinois Governmental Ethics Act. [\[5 ILCS 420/4A-101\]](#), and with the Village of Mount Prospect.
- F. Trustees or members of their immediate families may not be employed by the Library.
- G. No Trustee may simultaneously serve as an officer on the Boards of the Mount Prospect Public Library Foundation or the Friends of the Mount Prospect Public Library.
- H. Trustees shall serve without compensation but shall be reimbursed for their actual and necessary expenses incurred in the performance of their duties from Library funds.
- I. Trustees should strive for excellent attendance and actively participate in meetings of the full Board and Board Committees. Per [75 ILCS 5/4-4](#), a vacancy will be declared when a Trustee is absent without cause from all regular Board meetings for a period of one year.
- J. Trustees will follow power and duties as outlined in the [Illinois Revised Statutes 5/4-7](#).
- K. Trustees will support the American Library Association's [Bill of Rights](#), Interpretations of the ALA Bill of Rights, and the [Freedom to Read](#) statements.

## III. Officers and Duties

- A. At or before the regular May meeting following the regular library election, newly elected Library Trustees shall take their oaths of office and meet with the incumbent Library Trustees to organize the Board of Library Trustees.
- B. The first action taken at the regular May meeting of the Board of Library Trustees shall be the election of a President, Vice President, Secretary, and Treasurer. Each Officer shall be elected to serve a one-year term ending on the first Monday of the month following the applicable regular election or until their successors are duly elected by the Board. ~~An officer may not ordinarily be elected to succeed themselves more than once, but officers may be elected to a third successive term with five affirmative votes of Board members.~~

Mount Prospect Public Library  
Bylaws

C. Officer Duties

1. The President shall preside at all meetings of the Board and appoint all committees, authorize calls for any special meetings, and generally perform the duties of a presiding officer. The President shall be an ex-officio member of all committees. The President shall be the official spokesperson for press releases and official messaging.
2. The Vice President shall act as a presiding officer in the absence of the President and assume the duties and responsibilities of the President in the event of a vacancy in the office of the President. The Vice President shall review the minutes and audio tapes of closed meetings prior to the Board's semi-annual review of such minutes.
3. The Treasurer shall be the Chief Fiscal Officer of the Board and is responsible for all funds under the authority of the Board of Library Trustees; and shall prepare or cause to be prepared the appropriate monthly reports and annual reports of the funds. The Treasurer is authorized by the Board to sign checks, shall serve on the Finance Committee, and keep or cause to be kept all financial records of the Board. The Treasurer shall be bonded in the amount to be approved by the Board and according to statute requirements.
4. The Secretary shall maintain and keep or cause to be kept true and accurate minutes and account of all proceedings and correspondence of the Board of Library Trustees; issue or cause to be issued all notices for all meetings of the Board of Library Trustees; and be the custodian of all records of the Board of Library Trustees and of the Mount Prospect Public Library.

- D. A library trustee will attend the monthly meeting of the Mount Prospect Public Library Foundation (MPPLF) as representative of the Board of Trustees. Per MPPLF bylaws, the Library Board representative shall serve as a non-voting, ex officio member. this Trustee is authorized to act on behalf of the Board of Trustees as a voting member.

IV. Meetings

- A. The regular meetings of the Board of Library Trustees of the Mount Prospect Public Library shall be held at 7:00 p.m. on the third Thursday of each month at the Mount Prospect Public Library.
- B. Special meetings may be called by the President or any four (4) Library Trustees, upon forty-eight (48) hours written notice to each Library Trustee and which notice otherwise shall be given in the manner provided by law.
- C. Notice of all Board meetings shall be posted in the Library and on the Library website forty-eight (48) hours prior to the meeting.
- D. If a quorum of the members of the Board or a Board committee is physically present as required by subsection (b), a majority of those physically present, or at least 3 physically present members of a committee consisting of 5 members, may allow a member of that body to attend the meeting by other means (video or audio conference) if the member is prevented from physically attending because of:
  1. personal illness or disability;
  2. employment purposes or the business of the public body; or
  3. a family or other emergency.
- E. All meetings of the Board shall be open to the public and be conducted in accordance with Illinois Compiled Statutes. The Board may adjourn to a closed Executive Session for the purpose of considering matters of personnel, land disposition, and other matters as authorized by [Chapter 5, Act 120, ILCS, The Open Meeting Act](#). Matters discussed in Executive Session shall not be binding unless approved at an



Mount Prospect Public Library  
Bylaws

open meeting.

- F. The vote of each Library Trustee on the question of holding a meeting or portion thereof closed to the public and a citation to the specific statutory authorization for such closed meeting shall be recorded and entered into the minutes of the meeting or portion thereof open to the public.

G. Meeting Minutes

1. Minutes shall be kept of all meetings of the Mount Prospect Board of Library Trustees. Such minutes shall include but need not be limited to:
  - a. The date, time, and place of the meeting,
  - b. The Library Trustees recorded as being present or being absent, and
  - c. A general description of all matters, proposed, discussed, or decided; as well as a record of any votes taken
2. Minutes of meeting or portions thereof open to the public shall be approved within thirty (30) days after the meeting or at the Library's second subsequent regular meeting, whichever is later.
3. Minutes of meeting or portions thereof open to the public shall be available for public inspection within ten (10) days of their approval by the Board of Library Trustees; however, minutes of meetings closed to the public shall be available only after the Board of Library Trustees determines that it is no longer necessary to protect the public interest or the privacy of an individual by keeping them confidential.

H. Conduct of Business During Meetings

1. Quorum: A majority of the Library Trustees of the Board shall constitute a quorum (4) for the conduct of business at any regular or special meeting of the Board of Library Trustees and a majority of a quorum (3) may transact any business of the said Board of Library Trustees.
2. Enforcement of Decorum During Meetings: In accord with the Illinois Compiled Statutes and ordinances of the Village of Mount Prospect, it is unlawful to disturb or interrupt any meeting of the Board of Library Trustees; any person violating any provision of this Section may be subject to law enforcement action.
3. The Board of Library Trustees shall be governed by parliamentary law as laid down in *The Standard Code of Parliamentary Procedure* by Sturgis.

I. Order of Business

1. The business of the Board of Library Trustees shall be based on the agenda distributed to the Library Trustees at least forty-eight (48) hours prior to the meeting in accordance with the [Open Meetings Act](#).
2. A waiver of the rules for the purpose of discussing an item out of order or not on the written agenda may be requested by any Library Trustee and shall be allowed by concurrence of a majority of all the Library Trustees present.

V. Committees of the Board of Library Trustees

- A. Committees shall be Committee of the Whole, Standing, and Special.
1. The Committee of the Whole studies and discusses specific issues.



## Mount Prospect Public Library

### Bylaws

2. Standing committees shall be appointed by the President one month after election of officers at the regular meeting of the Board. Standing committees are Personnel and Finance.
3. Special committees for the study and investigation of particular issues or to provide input and advice, may be appointed by the President with the advice and consent of the Board of Library Trustees. These committees may include staff and community members and must include at least one Trustee. Each committee shall serve until the completion of the work for which it was established, and then shall be dissolved.

#### VI. Executive Director

- A. The Executive Director of the Mount Prospect Public Library shall be appointed by the Board of Library Trustees at a salary to be evaluated on a yearly basis.
- B. The Executive Director shall be the chief administrative officer of the Mount Prospect Public Library and shall:
  1. Administer and operate the Library under the direction and review of the Board of Library Trustees;
  2. Oversee all activities of the Library;
  3. Hire, dismiss, oversee, and supervise all Library personnel and shall determine all individual salaries, subject to the approval of the Board, except his/her own, which shall be set by the Board;
  4. Present an annual budget;
  5. Create and implement a strategic plan in accordance with Board direction.
- C. The implementation of administrative and personnel matters concerning the Library are the primary responsibility of its Executive Director. Any concerns of any Trustee regarding such matters must be directed only to the Executive Director or, in his or her absence, to the Deputy Director. The Executive Director will give the Board advance notification of significant organizational changes.

#### VII. Legal Counsel

- A. Library Trustees will retain legal counsel. Such counsel shall be used as needed by the President of the Board of Library Trustees and the Executive Director. Requests for legal counsel by the other Library Trustees shall be made through the President.

#### VIII. Amendments

- A. These bylaws may be altered, amended, or repealed by a majority vote of the Board at a regular or special meeting, provided that any such proposed changes shall have been presented in writing at a regular or special meeting preceding the meeting at which the vote is to be taken. These bylaws supersede any and all bylaws previously adopted by the Board.

#### Revision History

6/25/20, 5/16/2019, 9/15/2016, 9/18/2014, 7/18/2013, 5/2013, 3/2013, 7/2012, 6/16/2011, 10/16/2008, 3/16/2006, 12/15/2005

Mount Prospect Public Library  
Board of Trustees

**RESOLUTION NO. 2023-3**

**A RESOLUTION ACKNOWLEDGING PAYMENT TO MOUNT PROSPECT PUBLIC LIBRARY  
AND EXERCISING RENEWAL OPTION UNDER THE TERMS OF A GROUND LEASE AGREEMENT**

**WHEREAS**, on November 6, 2002, the Village of Mount Prospect ("the Village") and the Mount Prospect Public Library ("the Library") entered into a Ground Lease Agreement (the "Lease") providing, among other things, for the Village to lease certain property ("Property") from the Library; and

**WHEREAS**, the Library has caused its attorney and staff to review the terms of the Lease and the current status of the Property and its usage; and

**WHEREAS**, the attorney and staff have reported that both the Village and the Library are in substantial compliance with all material terms of the Lease; and

**WHEREAS**, the Board of Trustees have determined that it is in the best interests of the Library and its residents to assure that there is continued compliance with the Lease; and

**WHEREAS**, the current term of the lease expired at the end of 2022; and

**WHEREAS**, Section 3.02 of the Ground Lease Agreement allows the tenant (Village of Mount Prospect) an option to extend the term of the lease for six additional consecutive terms of twenty (20) years each; and

**WHEREAS**, the Library finds it in the best interests of the Library to exercise the option to renew the Ground Lease Agreement for a second, twenty-year (20), term to expire December 2042.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE MOUNT PROSPECT PUBLIC LIBRARY, COOK COUNTY, ILLINOIS:**

**SECTION ONE:** That the parties are in substantial compliance with all material terms of the Lease.

**SECTION TWO:** That the Library Board of Trustees will receive before December 31, 2023 from the Village of Mount Prospect the sum of \$1.00 as is due per the terms of the Lease and authorized per Village Resolution No. 6-23 passed March 21, 2023.

**SECTION THREE:** That the Library hereby exercises its option to renew the ground lease for an additional twenty-year (20-year) term.

**SECTION FOUR:** That this Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

AYES: \_\_\_\_\_  
NAYS: \_\_\_\_\_  
ABSENT: \_\_\_\_\_

Passed and approved this 20th day of April 2023.

\_\_\_\_\_  
Michael Duebner, Library Board President

**RESOLUTION NO. 6-23**

**A RESOLUTION AUTHORIZING PAYMENT TO THE MOUNT PROSPECT PUBLIC LIBRARY  
AND EXERCISING RENEWAL OPTION UNDER THE TERMS OF A GROUND LEASE AGREEMENT**

**WHEREAS**, on November 6, 2002, the Village of Mount Prospect ("the Village") and the Mount Prospect Public Library ("the Library") entered into a Ground Lease Agreement (the "Lease") providing, among other things, for the Village to lease certain property ("Property") from the Library; and

**WHEREAS**, the Village has caused its attorney and staff to review the terms of the Lease and the current status of the Property and its usage; and

**WHEREAS**, the attorney and staff have reported that both the Village and the Library are in substantial compliance with all material terms of the Lease; and

**WHEREAS**, the Mayor and Board of Trustees have determined that it is in the best interests of the Village and its residents to assure that there is continued compliance with the Lease; and

**WHEREAS**, the current term of the lease expired at the end of 2022; and

**WHEREAS**, Section 3.02 of the Ground Lease Agreement allows the tenant (Village of Mount Prospect) an option to extend the term of the lease for six additional consecutive terms of twenty (20) years each; and

**WHEREAS**, the Village of Mount Prospect finds it in the best interests of the Village to exercise the option to renew the Ground Lease Agreement for a second, twenty-year (20), term to expire December 2042.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF MOUNT PROSPECT, COOK COUNTY, ILLINOIS:**

**SECTION ONE:** That the parties are in substantial compliance with all material terms of the Lease.

**SECTION TWO:** That the Mayor and Board of Trustees authorize the Village Director of Finance to pay the Library such sums as are due pursuant to the Lease.

**SECTION THREE:** That the Village hereby exercise its option to renew the ground lease for an additional twenty-year (20-year) term.

**SECTION FOUR:** That this Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

AYES: Filippone, Gens, Matuszak, Rogers, Saccotelli, Zadel

NAYS: None

ABSENT: None

PASSED and APPROVED this 21st day of March, 2023

  
Paul Wm. Hoefert  
Mayor

ATTEST:

  
Karen M. Agoranos  
Village Clerk

**RENEWED GROUND LEASE**  
**BETWEEN**  
**THE BOARD OF TRUSTEES OF**  
**THE MOUNT PROSPECT PUBLIC LIBRARY**  
**LANDLORD**  
**AND**  
**THE VILLAGE OF MOUNT PROSPECT TENANT**  
**MARCH \_\_, 2023**

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## GROUND LEASE

THIS RENEWED GROUND LEASE (the "Ground Lease") is made as of the day of January 2023 (the "Effective Date") by and between the Board of Trustees of the Mount Prospect Public Library (the "Landlord"), having a principal business address at 10 South Emerson Street, Mount Prospect, Illinois 60056, and the Village of Mount Prospect (the "Tenant"), having a principal business address at 50 South Emerson Street, Mount Prospect, Illinois 60056.

### RECITALS

A. Landlord is the owner of fee title to certain land and improvements commonly known as 30 South Emerson Street, Mount Prospect, Illinois ["Emerson Street Parking Deck"] and legally described in Exhibit A attached hereto (the "Land"); and

B. The parties hereto desire to enter into a ground lease pursuant to which Landlord will lease the Land to Tenant and Tenant will accept the same from Landlord.

In consideration of the Recitals and the mutual covenants hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, Landlord and Tenant hereby agree as follows:

### ARTICLE I

#### GRANT

1.01 Grant. Landlord hereby leases to Tenant the Land and all easements and appurtenances belonging to or in any way pertaining to the Land, and Tenant hereby accepts the same, in accordance with the terms and conditions hereinafter set forth.

### ARTICLE II

#### CONDITION

2.01 Condition of Land and Improvements. The Land is leased to Tenant in its "as is" "where is" condition. Landlord shall have no obligation to perform any improvements, alterations, additions, repairs or replacements thereto or to obtain any other licenses or permits.

2.02 Condition of Title and Survey. Landlord shall furnish to Tenant upon or before execution and delivery of this Agreement by Tenant copies of any surveys, title policies or other title evidence in its possession covering the Land. Tenant may in its sole discretion, order a title commitment for an ALTA leasehold title insurance policy insuring Tenant's leasehold interest in the Land with extended coverage over the printed general exceptions and an endorsement insuring any access easement that may be necessary to use the Land as contemplated by this Agreement. The title commitment and policy shall be subject only to normal and customary exceptions, and

such other exceptions as Tenant may approve in writing (all of which are herein referred to as the "Permitted Exceptions"). Tenant shall pay the cost of such title commitment and policy.

### **ARTICLE III**

#### **TERM**

3.01 Term. The term of this Ground Lease shall commence on the Lease Commencement Date set forth in Section 3.02 and shall continue for a term of twenty (20) years (the "Term"), unless sooner terminated as provided herein.

3.02 Option to Extend. Provided that no Material Event of Default has occurred and is continuing, Tenant shall have the option to extend the Term for up to five (5) additional consecutive periods of twenty (20) years each. Tenant shall exercise the option to extend, if at all in Tenant's sole and absolute discretion, by sending written notice to Landlord not less than 90 days prior to the then-current expiration date.

3.03 Lease Commencement Date. The Ground Lease shall commence on the Effective Date (the "Lease Commencement Date").

### **ARTICLE IV**

#### **RENT**

4.01 Annual Base Rent. Commencing on the Lease Commencement Date, and on each anniversary thereafter throughout the Term, Tenant shall pay to Landlord, in cash or cash equivalents, at the address provided for notice to Landlord, or at such other place as Landlord may from time to time hereinafter designate to Tenant in writing, annual base rent of One Dollar and No/100 (\$1.00) ("Rent"), it being understood and agreed that Tenant shall not charge any of Landlord's patrons and staff for the use of the Parking Facility. Payment of Rent shall be in the form of a resolution and shall appear on the agendas of both Landlord and Tenant annually. Notwithstanding the foregoing, in the event that Tenant shall institute any charge, fee or other required payment to patrons using the Parking Facility on a pay per park basis, Tenant shall pay to Landlord, on a quarterly basis, fifty percent (50%) of the net receipts (as hereinafter defined) with respect to the portion of the Parking Facility located on the Land as measured by square footage. Net Receipts shall be defined as the dollar amount of actual receipts, whether by cash, check, credit card, charge account for access to or services rendered with respect to the Parking Facility on a pay per park basis, less annual life cycle and maintenance costs ("Life Cycle Costs") set forth on Exhibit B attached hereto and made a part hereof.

4.02 Net Lease. Rent payable hereunder shall be net to Landlord, so as to yield to Landlord the Rent specified herein during the Term, and all costs, expenses and obligations of every kind and nature whatsoever relating to the Land (including, without limitation, Life Cycle Costs and Impositions as defined in Section 7.01) or are imposed upon or are to be performed by Tenant as provided hereunder shall be paid by Tenant. Tenant shall also pay, without notice or demand, and without abatement, deduction or set-off, in addition to Rent, all sums, taxes, assessments, utility expenses, costs and other payments which Tenant in any of the provisions of this Ground Lease agrees to pay, and in the event of any non-payment thereof, such non-payment shall be deemed a non-payment of

Rent due hereunder, and Landlord shall have all the rights and remedies provided for herein or by law in the case of non-payment of Rent.

## ARTICLE V

### USE AND OCCUPANCY

5.01 Quiet Enjoyment. Subject to Section 13.01. Landlord agrees that, so long as this Ground Lease remains in effect and Tenant is not in default of its obligations hereunder, Tenant shall quietly hold, occupy and enjoy the Land throughout the Term without any hindrance, ejection or molestation by Landlord or anyone claiming by, under or through Landlord.

5.02 Use. Tenant shall use the Land solely as a multi-level parking facility ("Parking Facility") as permitted by applicable Legal Requirements (defined in Section 6.05). The Parking Facility shall consist of a reasonable number of parking spaces, including handicapped parking spaces in numbers and locations required by applicable legal requirements. Landlord and Tenant shall work together in good faith to periodically review and, if necessary or advisable in the reasonable judgment of Landlord and Tenant, revise accordingly the number or location of spaces for Landlord's use and employee parking. Other than those spaces leased to commuters or downtown residents pursuant to Section 4.01, and the spaces dedicated to employee parking, the Landlord's patrons shall have access to all other parking spaces in the Parking Facility on a first come - first served basis. Landlord and Tenant shall review, on a periodic basis, the feasibility of lifting restrictions governing exclusive parking for Landlord's and Tenant's employees during evenings and weekends so as to maximize general public parking. The total number of parking spaces, including handicapped spaces, available to Landlord shall at all times be deemed to satisfy Landlord's parking requirements with respect to any zoning ordinance applicable to Landlord's Facility. In the event that Tenant shall desire to hold any special event in the Parking Facility which would disrupt or in any way interfere with access to the Parking Facility for Landlord's patrons or employees, such special event shall require Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

## ARTICLE VI

### IMPROVEMENTS; PERFORMANCE STANDARDS; LIENS; MAINTENANCE; COMPLIANCE; SURRENDER

- 6.01 Improvements. Subject to Landlord's prior written consent, which consent shall not be unreasonably withheld conditioned or delayed, Tenant shall have the right, at any time and from time to time; to (i) erect, construct, and install on the Land improvements and equipment; (ii) make alterations, additions to any improvements, or any part thereof hereafter erected, constructed or installed on the Land; and (iii) repair, replace or remove improvements, equipment and structures; provided that none of the foregoing actions shall materially reduce the fair market value of the Land or have a material adverse effect on Landlord's Facility. All costs incurred by Landlord in employing Landlord's Consultants in connection with any review of the foregoing plans, specifications and permits with respect to Integration With and Impact on Landlord's Facility (not including scheduled, routine or emergency maintenance and repairs to the Parking Facility) shall be reimbursed to Landlord by Tenant promptly following presentation of an invoice therefor. The cost of Landlord's Consultants' review shall not exceed Two Thousand Five Hundred and No/100 Dollars (\$2,500.00), to be adjusted in accordance with the CPI for Chicago as annually published by the U. S.

Department of Labor, Bureau of Labor Statistics. In addition, Tenant shall not remove or demolish any of the improvements which would have a material adverse effect on Landlord's Facility unless Tenant (1) replaces such improvements with other improvements of equal or greater quality and value; (2) notifies Landlord of its intent to do so at least thirty days prior to commencement of such construction; (3) delivers all exterior plans, specifications and elevations showing the general placement of the improvements, with setbacks from all lots lines, location and dimension of parking areas, driveways and service areas to Landlord with the notice of intent; and (4) delivers to Landlord copies of all permits required with respect to the improvements. Any and all improvements to the Land and any and all alterations, modifications, enlargements, additions, substitutions or replacements thereof or thereto made by Tenant during the Term shall be and remain the property of Tenant throughout the Term, and Tenant is entitled to all depreciation, deductions, amortization, and tax credits, if any, arising from ownership thereof. Upon expiration of the Term or termination of the Ground Lease; (i) title to the improvements constructed by Tenant and located on the Land shall be and become the sole and absolute property of Landlord and shall be surrendered to Landlord at that time, free and clear of the liens of any mortgages, deeds of trust, mechanics, laborers or materialmen and all other liens and encumbrances, other than any such liens and encumbrances incurred by Landlord; (ii) upon Landlord's request, Tenant shall promptly execute, acknowledge and deliver to Landlord in recordable form a quitclaim deed conveying to Landlord all right, title and interest of Tenant in and to the Land; and (iii) pursuant to any such conveyance Landlord and Tenant shall each be prohibited from taking any action that would adversely impact the other's interest in that portion of the Parking Facility located on such party's land.

6.02 Performance Standards. All improvements constructed by Tenant shall be constructed with materials approved for such use by industry standards, in a good and workmanlike manner, and in accordance with all Legal Requirements.

6.03 Liens. Tenant shall not cause or permit any liens to attach to, be placed on or filed against the Landlord's interest in the Land under this Ground Lease in connection with any construction, alteration, demolition, repair or restoration work Tenant performs or causes or permits to be performed on the Land. If, however, at any time, in connection with the planning, construction, alteration, demolition, repair or restoration work Tenant performs or causes to be performed on the Land, any liens of mechanics, laborers or materialmen shall be filed against, attached to or placed on the Land under this Ground Lease, Tenant shall, at its expense, cause the same to be discharged, by payment, bonding or otherwise provided by law within thirty (30) days after Tenant receives notice that the lien was filed, except for such liens that may have been incurred by Landlord or arisen from Landlord's actions. Nothing herein contained shall in any way prejudice the rights of Tenant to contest in good faith to final judgment or decree any such lien prior to payment thereof, provided that, Tenant shall (a) cause a title insurer to "insure over" such lien or (b) furnish and keep in effect a surety bond of a responsible and substantial surety company in an amount sufficient to pay 150% of the amount of such contested lien claim with all interest thereon and costs and expenses incurred with respect thereto. Upon final determination of the validity of any such contested lien or claim, Tenant shall immediately pay the amount finally determined to be due thereon including any the amount of judgment or decree rendered in connection therewith with all proper costs and charges and shall cause any such lien to be released of record without cost to Landlord, and during the pendency of any such contest, Tenant shall save and keep Landlord harmless from any claim or loss by reason thereof.

6.04 Maintenance. Tenant shall, throughout the Term, at no expense to Landlord, keep the Land in good repair and in a safe, clean, sightly and sanitary condition, in conformity with all



Legal Requirements including, without limitation, all landscaping, maintenance, groundskeeping and snow and ice removal. Landlord shall have no obligation to maintain or repair the Land whatsoever. Except as specifically set forth herein, Tenant shall have no obligation to perform landscaping, maintenance, groundskeeping and snow and ice removal on Landlord's Facility.

6.05 Compliance with Legal Requirements. Tenant shall, throughout the Term, at no expense to Landlord, promptly comply with all (i) applicable laws, ordinances, regulations and orders of federal, state or municipal governmental entities or agencies having jurisdiction over the Land or over Tenant's existence including, without limitation, certificates of occupancy, (ii) policies of insurance applicable to the Land, and (iii) all covenants, conditions or restrictions affecting the Land (collectively, the "Legal Requirements,."). Landlord shall not enter into any additional covenants, conditions or restrictions affecting the Land after the Effective Date without the prior written consent of Tenant, which consent shall not be unreasonably withheld. Tenant may by appropriate proceedings conducted promptly at Tenant's expense, in Tenant's name, or, wherever necessary, in Landlord's name, contest in good faith the validity or enforcement of any Legal Requirements, and Tenant may defer compliance with the same during such contest, provided Tenant diligently prosecutes such contest to a final determination by the authority having jurisdiction thereof, and providing such contest and deferment do not subject Landlord to any fine, penalty or other civil or criminal liability. Tenant shall not conduct or permit any person to conduct any unlawful activity on the Land or any use or activity in violation of (a) any Legal Requirements including, but not limited to, zoning or other real estate use laws or ordinances, or (b) any private restrictive covenants applicable to the Land. Furthermore, Tenant shall not cause or allow any activity which would violate any Legal Requirements or which would otherwise constitute a nuisance. or reasonably objectionable intrusion into or interference with the use of any surrounding property.

6.06 Surrender. Except as provided in Article IX or XIII, Tenant shall, upon termination of this Ground Lease, following good faith discussions with Landlord at once surrender and deliver up the Land and the portion of the Parking Facility located on the Land to Landlord. Pursuant to any such surrender, Landlord and Tenant shall each be prohibited from taking any action that would adversely impact the other's interest in that portion of the Parking Facility located on such party's land.

## ARTICLE VII

### IMPOSITIONS AND UTILITIES

7.01 Impositions Defined. As used herein, "Impositions" shall mean real estate taxes, ad valorem property taxes, assessments, rent taxes, transfer taxes, leasehold taxes, water and sewer rates and charges and other governmental charges, general and special, ordinary and extraordinary, if any, which are assessed, levied, confirmed or imposed during the Term on the Land. The parties acknowledge that as of the date hereof, the Land is not subject to any impositions. However, if, at any time during the Term, the method of taxation prevailing at the commencement of the Term shall be altered so that any new tax, assessment, levy, imposition or charge, or any part thereof, shall be measured by or be based in whole or in part upon the Ground Lease, the Land, or the rent, additional rent or other income therefrom and shall be imposed upon the Landlord, then all such taxes, assessments, levies, impositions, or charges, or the part thereof, to the extent that they are

so measured or based, shall be deemed to be included within the term "Impositions" for the purposes hereof to the extent that such Impositions would be payable if the Land were the only property of Landlord subject to such Impositions, and Tenant shall pay and discharge the same as herein provided with respect to the payment of Impositions.

7.02 Payment of Impositions.

(a) Obligation to Pay. Commencing with the Lease Commencement Date, all Impositions which relate to the Land or Tenant's leasehold estate and which shall thereafter be made, levied, assessed or imposed by a governmental authority, if any (regardless of when same may be payable) shall be the responsibility of, and paid by, Tenant. Payment of Impositions shall be made directly to the taxing authority making such levy, and if Impositions may be paid in installments, Tenant may do so. Tenant shall deliver to Landlord copies of the official receipts of such taxing authorities and other proof evidencing timely satisfaction of Tenant's obligation to pay Impositions, promptly after the receipt thereof by Tenant. Impositions attributable to the Land for the periods prior to the Lease Commencement Date and after the Term (regardless of when same may be payable) shall be the sole responsibility of Landlord.

(b) Right to Contest Impositions. Tenant may, at any time, in good faith and upon reasonable grounds, dispute or contest, by appropriate proceedings, the validity or amount of any Impositions for which Tenant is liable hereunder. If the notice required hereunder is so given by Tenant to Landlord and such contest is conducted in good faith by Tenant, and if, during any such contest, Tenant shall also take whatever action is necessary to prevent (i) any foreclosure or divesting of Tenant's interest in the Land, (ii) the public sale or foreclosure of any lien for any Impositions, (iii) Landlord from incurring or being exposed to any criminal or civil liability pursuant to this Ground Lease, and (iv) the collection of any Impositions not paid during such contest, then Landlord shall not, pending the termination of such legal proceedings, pay, remove or discharge such tax, assessment or other charge. Provided that Tenant has complied with this Section 7.02(b). Tenant shall not, in the event of and during the bona fide and diligent prosecution of such proceeding, be deemed to be in default in respect to the subject matter of such proceeding. Tenant further agrees that any such contest shall be prosecuted to a final conclusion as speedily as is reasonably possible. Landlord agrees to render to Tenant any and all reasonable assistance, at no cost to Landlord, in contesting the validity or amount of any such Impositions, including (if required) joining in the signing of any protests or pleadings which Tenant may reasonably deem advisable to file. As to any Impositions not assessed to a separate and distinct tax lot, and as to which each party shall have liability hereunder, Landlord and Tenant shall, in good faith, coordinate any efforts to contest such Impositions.

7.03 Landlord's Right to Pay Taxes. If Tenant has not complied with the terms governing its right to contest set forth in Section 7.02(b), or if Tenant fails to comply with any other provision of Section 7.02. Landlord may (a) pay any Impositions or other charges made a lien upon the Land after such Impositions or other charges become delinquent or (b) subject to applicable Legal Requirements, redeem the Land from any sale that may be made of the same for such Impositions. Landlord need not inquire into the validity of such Impositions or other charges or any tax sale before making payment as provided in this Section. In the event Landlord makes any payments in accordance with this Section. Landlord shall have the remedies set forth in Article XIII.

7.04 Utility Payments. Commencing with the Lease Commencement Date and continuing throughout the Term, Tenant shall pay or cause to be paid all charges, assessments or truces for gas, electricity, water, sewer, telephone, rail and other utility services incurred in connection with Tenant's use and occupancy of the Land.

7.05 Interruption of Utilities. Landlord shall have no liability or responsibility for any loss or damage occasioned 'by any interruption or failure in the supply of any utility services to the Land or occasioned by any required termination of such utility services necessary to effect repairs or improvements or occasioned by any other cessation of such utility services for any cause or reason other than any interruptions or failures wholly caused by the intentional acts of Landlord or its employees, agents and contractors. Landlord makes no representations or warranties with respect to the availability of electrical power to the Land provided, however, Landlord and Tenant shall work together in good faith to coordinate with respect to electrical power requirements. No such interruption, termination or cessation of utility services shall relieve Tenant of any of its duties and obligations pursuant to this Lease, including, without limitation, its obligation to pay all Rent as and when the same shall be due.

## **ARTICLE VIII**

### **INSURANCE AND DAMAGE AND DESTRUCTION**

8.01 Public Liability And Worker's Compensation Insurance. Tenant shall maintain, at its cost, general liability insurance including contractual liability insurance insuring as "named insureds, Landlord and Landlord's trustees, officers, directors, agents and employees (the "Landlord Protected Parties") and Tenant from all claims, demands or actions made by or on behalf of any person or persons, firm or corporation and arising from, related to or connected with the Land, for bodily injury to or personal injury to or death of any person or more than one person or for damage to property in an amount and in forms currently carried by Tenant or other similarly situated municipal corporations. Said insurance shall be written on an "occurrence" basis and not on a "claims made" basis.

8.02 Property Insurance. Tenant shall procure and maintain policies of insurance, at its own cost and expense, insuring the improvements and the personal property at any time situated on the Land against loss or damage by fire, lightning, wind storm, hail storm, aircraft vehicles, smoke, explosion, riot or civil commotion as provided by the Standard Fire and Extended Coverage Policy and all other risks of direct physical loss as insured against under Special Form "all risk" coverage. The insurance coverage shall be for not less than 100% of the full replacement cost of the improvements and not less than 90% of the replacement cost of the personal property, all subject only to such deductibles as Tenant shall reasonably determine. Landlord and Tenant shall be jointly named as the insureds and loss payees with respect to any improvements located on the Land.

8.03 Form and Amount of Insurance. All of the aforesaid insurance shall be in companies or organizations customarily providing insurance to municipal corporations. A copy of Tenant's insurance or binder together with satisfactory evidence of payment of the premiums thereon shall

be deposited with Landlord prior to the Lease Commencement Date, and annually prior to each expiration of such insurance policies required to be maintained hereunder. Tenant and Landlord shall, at Landlord's written request, annually review in good faith the insurance maintained under Section 8.01 hereof as to its adequacy. In addition, but not more frequently than once every five years during the Term, Landlord may at its expense obtain the opinion of an insurance consultant as to whether or not the insurance being maintained is customary with respect to similar uses by municipal corporations and is adequate (when considered together with applicable deductibles) to protect the personal property and the Land. The Landlord and Tenant shall in good faith discuss the need for any additional insurance recommended by such consultant.

8.04 Damage or Destruction. If any part of the Improvements shall be damaged or destroyed by fire or any other casualty, Tenant shall, within a reasonable time after the date of the damage or destruction, which shall not exceed ninety (90) days, at its cost, commence necessary repair or restorations of the Improvements to a state equal to or better than the condition of the same immediately prior to the damage or destruction. Net insurance proceeds received by Tenant, shall be disbursed to Tenant for such purpose. However, under no circumstances shall the occurrence of a fire or other casualty to any improvements or any personal property located on the Land give either party the right to terminate this Ground Lease, and neither Rent nor other charges shall be reduced or abated following damage or destruction or during the period of repair, restoration or rebuilding.

8.05 Indemnification by Tenant. Tenant shall, at all times during the Term, be in exclusive control and possession of the Land as provided herein, and Landlord shall not in any event whatsoever be liable for any injury or damage to any property or to any person happening on or about the Land, nor for any injury or damage to any property of Tenant, or of any other person contained or located thereon or therein except such injury or damage as may be caused by the intentional acts of Landlord or any of the Landlord Protected Parties. Subject to the preceding sentence, Tenant shall indemnify, defend and save harmless the Landlord Protected Parties from all claims, demands, actions, causes of action, suits, judgments, liabilities, losses, damages, costs, or expenses (including court costs and reasonable attorney's fees) incurred by or asserted against the Landlord Protected Parties, or any of them, whether for property damage, personal injury or otherwise, which arise out of Tenant's use and occupancy of the Land or out of any other act or omission of Tenant or its agents, employees or invitees, at any time. All provisions of this Section 8.05 shall survive the expiration or termination of the Lease and Landlord's sale or other transfer of the Land.

## ARTICLE IX

### CONDEMNATION

9.01 Definitions. The following definitions apply to a taking of or damage to all or any part of the Land or any interest therein or in the improvements located thereon by eminent domain or condemnation.

(a) "Taking" means the taking or damaging, including severance damage, by eminent domain or by condemnation or for any public or quasi-public use under any statute, whether the transfer of title results from (i) the recording of a final order in condemnation or (ii) a voluntary transfer or conveyance to the condemning agency or entity under threat of



condemnation, either (A) in avoidance of an exercise of eminent domain or (B) while condemnation proceedings are pending. The Taking shall be considered to occur as of the later of the date of recording of such final order or the date actual physical possession is taken by the condemnor.

(b) "Total Taking" means the Taking of the fee title to all the Land.

(c) "Substantial Taking" means the Taking of the fee title to at least twenty-five percent (25%) of the Land, if in the reasonable opinion of the Tenant, such Taking prevents or impedes Tenant in the operation of the Land for its intended purpose on a feasible economic basis.

(d) "Partial Taking" means any Taking of the fee title to the Land that is not either a Total Taking or a Substantial Taking.

(e) "Notice of Intended Taking" means any notice or notification expressing an existing intention of Taking, as distinguished from a mere preliminary inquiry or proposal. It includes, but is not limited to, the service of a condemnation summons and complaint on a party to the Ground Lease. The Notice of Intended Taking is considered to have been received when a party to the Ground Lease receives from the condemning agency or entity a notice of intent to take, in writing, containing a description or map of the Taking reasonably defining the extent of the Taking.

(f) "Award" means compensation paid for the Taking whether pursuant to judgment or by agreement or otherwise.

#### 9.02 Notice of Taking: Representation.

(a) Notice. The party receiving any notice of the kinds specified below shall promptly give the other party notice of the receipt, contents and date of the notice received:

(i) Notice of Intended Taking;

(ii) Service of any legal process relating to condemnation of the Land;

(iii) Notice in connection with any proceedings or negotiations with respect to such a condemnation; or

(iv) Notice of intent or willingness to make or negotiate a private purchase, sale, or transfer in lieu of condemnation.

(b) Representation. Landlord, and all persons and entities holding under Landlord, and Tenant, and all persons and entities holding under Tenant, shall each have the right to represent their respective interests in each proceeding or negotiation with respect to a Taking or intended Taking and to make full proof of such party's claims. No agreement, settlement, sale, or transfer to or with the condemning authority shall be made without the consent of Landlord and Tenant. Landlord and Tenant each agree to execute and deliver to the other any instruments that

may be required to effectuate or facilitate the provisions of the Ground Lease relating to condemnation.

9.03 Total Taking. Upon the occurrence of a Total Taking, the Ground Lease shall terminate as of the date Tenant is deprived of possession of the Leased Premises, and the Award, whether separately granted or as part of a unit award, shall be allocated between Landlord and tenant based upon the then fair market value of their relative interests in the Land. Subject to the terms and conditions set forth above, the valuation of Landlord's and Tenant's interests in this Ground Lease and, therefore, in an Award, shall be mutually agreed upon by Landlord and Tenant.

9.04 Substantial Taking. Upon the occurrence of a Substantial Taking, Tenant shall have the option to terminate the Ground Lease by giving written notice thereof to Landlord not later than sixty (60) days after the date of the Taking. If Tenant does not elect to terminate the Ground Lease, such Taking shall be deemed a Partial Taking. If Tenant elects to terminate the Ground Lease, the Award shall be allocated in the same manner as set forth in Section 9.03.

9.05 Partial Taking. In the event of a Partial Taking, the Ground Lease shall terminate only as to the part of the Land so taken and shall continue in full force and effect with respect to the part not taken, without abatement, reduction or other effect upon the Term or the obligation of Tenant to pay in full the Impositions and other sums to be paid by Tenant. Following any Taking, Tenant shall restore, repair, or rebuild any improvements on the Land to bring the remaining improvements into compliance with Legal Requirements.

9.06 Temporary Taking. If all or any portion of the Land is taken for temporary use or occupancy, the Ground Lease shall continue in full force and effect without reduction of any Rent or other charges payable to Landlord. Tenant shall be entitled to make claim for, recover and retain any Awards recoverable in respect to such Taking, except that if such Taking shall be for a period extending beyond the expiration of the Term of the Ground Lease, Landlord shall be entitled to receive such portion of the Award as shall be attributable to the portion of such period occurring after expiration of the Term.

9.07 Separate Claims. Nothing contained in this Article shall prevent Landlord or Tenant from filing or prosecuting separately their respective claims for the taking of their personal property or for moving expenses.

## ARTICLE X

### ASSIGNMENT AND SUBLETTING

1001 Binding Effect. The Ground Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

1002 Assignments and Subleases. Except as expressly set forth below, Tenant shall not, without the prior written consent of Landlord, which consent Landlord may withhold in its sole and absolute discretion, (i) assign, transfer, mortgage, pledge, hypothecate or encumber or subject to or permit to exist upon or be subjected to any lien or charge, this Lease or any interest under it, (ii) allow to exist or occur any transfer of or lien upon this Lease or the Tenant's interest herein by

operation of law, (iii) sublet the Premises or any part thereof except as contemplated by Section 4.01 hereof, or (iv) permit the use or occupancy of the Premises or any part thereof for any purpose not permitted under Section 5.02 of this Lease or by anyone other than the Tenant and Tenant's employees except as contemplated by Section 4.01 hereof. In no event shall this Lease be assigned or assignable by voluntary or involuntary bankruptcy proceedings or otherwise, and in no event shall this Lease or any rights or privileges hereunder be an asset of Tenant under any bankruptcy, insolvency or reorganization proceedings, except as provided by law. Tenant shall give Landlord written notice of any proposed assignment of the Lease, and such notice shall provide (a) the name and address of the proposed assignee, (b) the terms of the proposed assignment, (iii) the most recent financial statements of the proposed assignee, and (iv) such other information as Landlord may reasonably request. No assignment shall relieve Tenant of any of its obligations under this Lease. Any assignment made by Tenant without Landlord's consent in violation of this Section 10.02(a) shall be voidable at Landlord's option, shall constitute an Event of Default. Landlord's consent to any one assignment shall not be deemed a waiver of this Section 10.02(a) with respect to any subsequent assignment nor a consent to any subsequent assignment.

## ARTICLE XI

### MORTGAGES

11.01 Leasehold Mortgage. Tenant shall not at any time permit any leasehold mortgage to be placed upon the Land.

## ARTICLE XII

### DEFAULT

12.01 Events of Default. The following shall constitute "Events of Default":

(a) Monetary. Tenant shall fail to pay Rent at the time required, any Imposition or any other monetary obligation, payment or deposit required under this Ground Lease when due, and such failure shall continue for a period often (10) business days following written notice from Landlord to Tenant; or

(b) Non-performance. Tenant shall fail to observe or perform any of the other material covenants, terms or conditions contained in the Ground Lease, and such failure shall continue and not be cured for a period of thirty (30) days after written notice by Landlord to Tenant, provided that if the default is not reasonably capable of being cured within thirty (30) days, an Event of Default shall occur only if the Tenant fails promptly to commence such cure or fails thereafter diligently to pursue such efforts to completion; or

(c) Bankruptcy; Receivership. (i) Tenant files a petition in bankruptcy or for reorganization, arrangement or other relief pursuant to any present or future federal or state bankruptcy law or under any similar present or future federal or state law, or is adjudicated a bankrupt or insolvent, or an order for relief is entered against it, or makes an assignment for the benefit of its creditors, or admits in writing its inability to pay its debts generally as they become due, or if a petition or answer proposing the adjudication of Tenant as a bankrupt or a reorganization of Tenant under any present or future federal or state bankruptcy law or any similar

present or future federal or state law is filed in any court and such petition or answer is not discharged or denied within sixty (60) days after the filing thereof, or (ii) a custodian, receiver, trustee or liquidator of Tenant or all or substantially all of the assets of Tenant is appointed in any proceeding brought by or against Tenant and is not discharged within sixty (60) days after such appointment or Tenant consents to or acquiesces in such appointment, or (iii) all or a substantial part of the assets of Tenant are attached, seized, subjected to a writ or distress warrant or are levied upon, unless such attachment, seizure, writ, warrant or levy is vacated within sixty (60) days.

12.02 Landlord's Rights Upon an Event of Default. Subject to the provisions of Article XII, upon the occurrence of an Event of Default by Tenant, or at any time thereafter during the continuance of such Event of Default, Landlord may take any one or more of the following actions and shall have the following rights against Tenant:

(a) Termination. Landlord may elect to terminate the Ground Lease by giving no less than thirty (30) days' prior written notice thereof to Tenant and upon the passage of time specified in such notice, this Ground Lease, the estate hereby granted and all rights of Tenant hereunder shall terminate as fully and completely and with the same effect as if such date were the date herein fixed for expiration of the Term, except that Tenant shall remain liable as provided in Section 12.02(d).

(b) Current Damages. In the event of any termination of this Ground Lease by reason of the occurrence of an Event of Default, Tenant shall pay to Landlord the Rent and other sums required to be paid by Tenant for the period to and including the date of such termination or repossession. Thereafter, until the end of what would have been the Term in the absence of such termination or repossession, and whether or not the Land or any part thereof shall have been relet, Tenant shall pay to Landlord as liquidated and agreed current damages the Rent and other sums which would be payable to Landlord under this Ground Lease for the remainder of the Term by Tenant in the absence of such termination or repossession, less the proceeds, if any, of any reletting, after deducting from such proceeds all of Landlord's expenses reasonably incurred in connection with such reletting (including, without limitation, all repossession costs, brokerage commissions, legal expenses, attorney's fees, employee expenses, alteration costs and expenses of preparation for such reletting). Tenant will pay such current damages on the days on which Rent would have been payable under this Ground Lease in the absence of such termination, and Landlord shall be entitled to recover the same from Tenant on each such day.

(c) Rights Cumulative, Non-Waiver. No right or remedy herein conferred upon or reserved to either party hereto is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute. In addition to the other remedies provided in this Ground Lease, each party shall be entitled, to the extent permitted by applicable law, to injunctive relief in case of the violation or attempted or threatened violation of any of the covenants, agreements, conditions or provisions of this Ground Lease, or to a decree compelling performance of this Ground Lease, or to any other remedy allowed at law or in equity.

(d) Landlord's Right to Cure. If Tenant fails to pay any Impositions, utilities charges described in Article VII, insurance premiums described in Article VIII, the cost of any of the repairs or maintenance required to be made by Tenant pursuant to the Ground Lease or any other charges, costs or expenses required to be paid under the Ground Lease, then after giving



Tenant notice and opportunity to cure as required by Sections 12.01 or 12.02, Landlord shall have the right, but not the obligation, to make all such payments or to perform such repairs or maintenance and to pay the cost thereof, and in addition to its other remedies under this Article XII, Landlord shall have the option of requiring Tenant to repay to Landlord the amount of such payments (which shall be deemed additional Rent hereunder) on demand with interest after demand at a rate per annum (the "Default Rate") equal to two percent (2%) plus the prime rate (also known as the base rate or reference rate), as published from time to time in The Wall Street Journal or such other reasonably equivalent index which may then be available, as liquidated damages.

(e) Late Payment, Default Rate. If Landlord does not receive payment of any installment of Rent, any Imposition or any other sum required to be paid by Tenant to Landlord hereunder within ten (10) business days after notice to Tenant of the delinquency, such sum shall, in addition, bear interest at the Default Rate from the due date until the date paid.

(f) Maximum Rate. Nothing contained in Sections 12.02(d) or 12.02(e) shall be construed to require Tenant to pay interest in excess of the maximum rate permitted by law. If the Default Rate or late charge is deemed usurious, then the rate specified in said Sections shall be reduced to the maximum lawful rate.

(g) Landlord's Lien. Landlord shall have a lien against Tenant's leasehold estate, the improvements constructed by Tenant and all property of Tenant located on the Land to secure any obligations of Tenant to Landlord arising pursuant to the provisions of this Ground Lease

12.03 Tenant's Rights Upon an Event of Default. In the event of a default by Landlord in its obligations pursuant to this Lease, Tenant's remedy and right of recovery with respect to money damages shall be limited to Landlord's interest in the Land.

12.04 No Implied Waiver. The failure of either party to insist upon strict performance of any of the covenants or conditions of the Ground Lease or to exercise any option herein conferred in any one or more instances shall not be construed as a waiver or relinquishment for the future of any such covenant, condition, or option, but the same shall be and remain in full force and effect. The receipt by Landlord of any Rent or any other sum payable hereunder with knowledge of the breach of any covenants or agreements contained herein shall not be deemed a waiver of such breach.

## ARTICLE XIII

### MISCELLANEOUS PROVISIONS

13.01 Access by Landlord. Landlord or Landlord's agents, representatives or employees shall have the right at any time upon at least twenty-four (24) hours' verbal notice (except in emergencies or suspected emergencies, in which case only such notice, if any, as may be feasible under the circumstances shall be required) to enter upon the Land for the purposes of inspecting the same, determining whether Tenant is complying with this Ground Lease, curing (as permitted herein) any default by Tenant (except in the case of an emergency or suspected emergencies threatening injury to a person or Land, in which case no notice is necessary), and, during the last

two (2) years of the Term, showing the Land to prospective tenants. Landlord shall notify Tenant in writing in the event of any such non-compliance.

13.02 Brokers' Fees. Tenant represents that Tenant has dealt with no brokers in connection with this Lease and Tenant agrees to indemnify and hold Landlord harmless from all damages, liability and expense (including reasonable attorneys' fees) arising from any claims or demands of any other broker or brokers or finders for any commission alleged to be due such broker or brokers or finders in connection with its having introduced Tenant to the Land or participating in the negotiation with Tenant of this Lease. Landlord represents that Landlord has dealt with no brokers in connection with this Lease and Landlord agrees to indemnify and hold Tenant harmless from all damages, liability and expense (including reasonable attorneys' fees) arising from any claims or demands of any other broker or brokers or finders for any commission alleged to be due such broker or brokers or finders in connection with its having introduced Landlord to the Land or participating in the negotiation with Landlord of this Lease.

13.03 Gender and Number. Words of any gender used in the Ground Lease shall be held to include any other gender, and words in the singular shall be held to include the plural, when the sense requires.

13.04 Notices. Notices, statements and other communications to be given under the terms of the Ground Lease shall be in writing and sent by fax, certified or registered mail, or by commercial courier, return receipt requested, and addressed as follows:

If to Landlord:

Mount Prospect Public Library  
10 South Emerson Street  
Mount Prospect, IL 60056  
Attn: Executive Director Su Reynders  
Fax: 847-253-0642  
Voice: 847-253-5675  
Email: [sreynders@mppl.org](mailto:sreynders@mppl.org)

with a copy to:

Mark Ritzman c/o  
Peregrine, Stime, Newman, Ritzman & Bruckner  
221 E. Illinois Street  
P.O. Box 564  
Wheaton, IL 60187  
Attn: Mark Ritzman, Esq. and  
Roger Ritzman, Esq.  
Fax: 630-665-1900  
Voice: 630-665-0407  
Email: [mrizman@psnrb.com](mailto:mrizman@psnrb.com) and [rritzman@psnrb.com](mailto:rritzman@psnrb.com)

If to Tenant:

Village of Mount Prospect 50 South Emerson Street Mount Prospect, IL 60056  
Attn: Village Manager Michael Cassady [mcassady@mountprospect.org](mailto:mcassady@mountprospect.org)  
847-392-6000

with a copy to:

Klein, Thorpe & Jenkins, Ltd. 20N. Wacker Drive  
Suite 1660  
Chicago, IL 60606  
Attn: Lance Malina [lcmalina@ktjlaw.com](mailto:lcmalina@ktjlaw.com)  
312-984-6420

or at such other address or by such other acceptable means as from time to time designated by the party receiving the notice in accordance with the procedures set forth herein. The effective date of such notices shall be the date such notices are received or refused by the party to whom the notice is given. Proof of successful delivery or transmission shall be provided upon request.

13.05 Applicable Law. The ~~internal~~ laws of the State of Illinois applicable to agreements made or to be performed in Illinois or to Land located in that state shall govern the validity, performance and enforcement of the Ground Lease.

13.06 Partial Invalidity. If any provision of the Ground Lease shall be invalid or unenforceable it shall not affect the validity of any other provisions of the Ground Lease so long as the enforcement of such other provisions is not materially inconsistent with the parties' intent as expressed in this Ground Lease.

13.07 Recording. Landlord and Tenant will execute for purposes of recordation in the appropriate recording office a memorandum or short form of the Ground Lease containing the names of the parties, a description of the Land, the Term, and such other provisions as either party may reasonably require. Each party agrees that it will not record the Ground Lease in its entirety.

13.08 Interpretation. Headings as to the contents of particular sections herein are inserted only for convenience and are in no way to be construed as a part of the Ground Lease or as a limitation on the scope of the particular section to which they refer. The parties hereto acknowledge that each has been represented by competent counsel in the review and negotiation of this Lease and that the theory of construction construing the Lease against the drafter thereof shall be disregarded.

13.10 Binding Effect. The covenants, conditions and agreements contained in the Ground Lease shall bind, apply to and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

13.11 No Partnership. It is expressly understood that Landlord shall not be construed or held to be a partner of Tenant and that the relationship between the parties hereto is and shall at all times remain that of landlord and tenant.

13.12 Estoppel Certificates. At any time and from time to time within fifteen (15) days

after the request of the other party, but not more frequently than twice per year, Landlord or Tenant will execute, acknowledge, and deliver to the other party, a certificate certifying:

(a) That the Ground Lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified and stating such modifications);

(b) Whether there are any existing defaults by the other party, to the knowledge of the party making such certification, specifying the nature of such defaults, if any;

(c) Whether the Lease Commencement Date has occurred and, if so, the date thereof; and

(d) Such other matters as may be reasonably requested.

13.13 Holding Over. The Ground Lease shall terminate without further notice at expiration of the Term. Any holding over by Tenant or any party claiming by, through or under Tenant after expiration shall not constitute a renewal or extension or give Tenant any rights in or to the Land. In the event of any holding over, Landlord may exercise any and all remedies available to it at law or in equity to recover possession of the Land and for damages. If the holding over occurs at the expiration of the Term or by reason of a termination by mutual agreement of the parties, and continues in excess of thirty (30) days, Landlord may, as an alternative remedy, elect that such holding over shall constitute a renewal of this Ground Lease for one (1) year, and upon all of the other covenants and agreements contained in this Ground Lease.

13.14 Time is of the Essence. Time is of the essence in this Ground Lease.

13.15 Transfer and Leasehold Taxes. Tenant shall pay any transfer or leasehold taxes imposed by any governmental authority in connection with this Ground Lease or the recordation of the memorandum provided hereinabove.

13.16 Expenses and Fees. If legal action be brought in a court of competent jurisdiction by either party hereto arising out of or concerning the Ground Lease or the rights of any party hereto, the prevailing party in said action shall be awarded reasonable attorneys' fees and court costs from the non-prevailing party. Tenant agrees to pay on demand Landlord's expenses, including reasonable attorneys' fees, expenses and administrative hearing and court costs incurred either directly or indirectly, in curing any default by Tenant, in terminating this Ground Lease or repossessing the Land, in connection with appearing, defending or otherwise participating in any action or proceeding arising from the filing, imposition, contesting, discharging or satisfaction of any lien or claim for lien, in defending or otherwise participating in any legal proceedings initiated by or on behalf of Tenant wherein Landlord is not adjudicated to be in default under this Ground Lease, or in connection with any investigation or review of any conditions or documents in the event Tenant requests Landlord's approval or consent to any action of Tenant which may be desired by Tenant or required of Tenant hereunder.

13.17 Covenants to Run with the Land. All the covenants, agreements, conditions and undertakings contained in this Ground Lease shall extend and inure to and be binding upon the



successors and assigns of the respective parties hereto the same as if they were in every case named and shall be construed as covenants running with the land, and wherever in this Ground Lease reference is made to either of the parties hereto, it shall be held to include and apply to, wherever and whenever applicable, the successors and permitted grantees and assigns of such party the same as if in each and every case so expressed.

13.18 Entire Agreement: Merger. The Ground Lease contains all the agreements and conditions made between the parties hereto with respect to the matters contained herein and may not be modified orally or in any other manner than by an agreement in writing signed by all the parties hereto or their respective successors. All prior written and oral understandings and agreements shall be deemed to have merged into the Ground Lease and have no further force and effect.

13.19 Counterparts. This Ground Lease may be executed in counterparts, each of which shall be deemed to be an original and all of which shall, when taken together, constitute but one and the same instrument.

The parties hereto have duly executed the Ground Lease as of the date and year first hereinabove written pursuant to proper authority duly granted.

#### **ARTICLE XIV** **ENVIRONMENTAL CONDITIONS**

14.01 Definitions. As used in this Ground Lease, the following definitions shall apply:

(a) "Environmental Claims" shall mean all notice letters, inquiry letters, investigations, notices of violation, orders, claims, demands, suits or judicial or administrative actions under any Environmental Requirements.

(b) "Environmental Requirements" shall mean all present and future laws rules, regulations, ordinances, codes, policies, guidance documents, approvals, plans, authorizations, licenses or permits relating to human health, pollution or protection of the environment issued by any government authority.

(c) "Environmental Expenses" shall mean any liability (including strict liability), loss, cost, penalty, fine, punitive damages, encumbrance or expense relating to any Environmental Claim or Environmental Conditions or incurred in compliance with any Environmental Requirements, including, without limitation the costs of investigation, cleanup, remediation, monitoring, corrective removal or other responsive action; compliance costs, settlement costs and related legal and consulting fees and expenses.

(d) "Hazardous Materials" shall mean any substance that is defined as a "hazardous substance", "hazardous waste", or "hazardous material" or term of similar meaning under any Environmental Requirements, including petroleum, heating oil, crude oil and any fraction thereof and any natural or synthetic gas.

(e) "Environmental Conditions" shall mean the state of the environment,

including natural resources (e.g. flora and fauna), soil, surface water, ground water, any present or potential drinking water supply, subsurface strata or ambient air, relating to or arising out of the use, handling, storage, treatment, recycling, generation, transportation, spilling, leaking, pumping, pouring, injecting, emptying, discharging, emitting, escaping, leaching, dumping, disposal, release or threatened release of Hazardous Materials, including, but not limited to, the exposure of persons to Hazardous Materials at the work place or the exposure of persons or property to Hazardous Materials migrating or otherwise emanating from, to or located at, under or on the Land.

14.02 Tenant's Construction. Tenant acknowledges that there is an underground storage tank ("UST") currently located on the Land and that Tenant has received copies of all documentation in Landlord's possession with respect thereto. Tenant shall, at Tenant's sole cost and expense, remove the UST in accordance with all Environmental Requirements. In the event that all or part of the Land requires remediation or other activities pursuant to Environmental Requirements as a result of or in furtherance of Tenant's removal of the UST, demolition or alteration of existing improvements or construction of new improvements on the Land, Tenant, at its sole cost and expense, shall undertake and complete such required remediation or other activities. Notwithstanding the foregoing Landlord shall be responsible for any remediation costs incurred as result of the gross negligence or willful misconduct of Landlord. In addition, Landlord shall cooperate with Tenant with respect to the removal of the UST, provided same shall be at no cost to Landlord.

14.03 Indemnification By Tenant. Tenant shall protect, defend, indemnify and save harmless Landlord, and its agents, employees, officers and directors, from and against all liabilities, obligations, claims, damages, Environmental Expenses, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) imposed upon or incurred by or asserted against Landlord by reason of claims, losses, damages, response costs, clean-up costs and expenses arising out of or in any way relating to (i) Tenant's failure to fulfill each of the obligations required of Section 14.02 of this Lease, or (ii) Hazardous Materials, released on, over, from, beneath, in or upon the Land after the Effective Date (unless the release of Hazardous Materials after Effective Date was caused by action taken by Landlord after the Effective Date), including without limitation, (a) claims of third parties (including, but not limited to, governmental entities) for damages, penalties, response costs, clean-up costs, investigation costs, assessment costs, injunctive or other relief; (b) costs and expenses of investigation, assessment, removal and restoration including fees and costs of attorneys and experts, and costs of reporting the existence of Hazardous Materials to any governmental agency; and (c) any and all expenses or obligations, including, without limitation, reasonable attorneys' fees and costs, witness fees, deposition costs, copying and telephone charges and other expenses, all of which shall be paid by the Tenant when incurred. In case any action, suit or proceeding is brought against Tenant by reason of any indemnifiable occurrence provided for in this Section 14.03, at the election of Landlord, Tenant shall, at Tenant's expense, resist and defend such action, suit or proceeding, or cause the same to be resisted and defended, provided nothing contained herein shall limit the Tenant's liability to Landlord for reimbursement of Landlord's reasonable expenses in resisting and defending any such action, suit or proceeding if Landlord does not make the aforesaid election.

14.04 Landlord's Right To Receive Reports. Correspondence and Studies, Tenant shall forward to Landlord, at the address provided for notices herein, a copy of all reports, studies, data, and communications to or from Tenant or any other person concerning the UST or any Environmental Claims or Environmental Conditions pertaining to the Land within two (2) business days of the date

that such report, study, data or communication was received or prepared by Tenant. Tenant shall make no application with or send any communication to any governmental body or agency concerning the UST or any Environmental Condition pertaining to the Land without Landlord and Tenant first discussing in good faith such proposed application or communication. Landlord shall give Tenant notice and copies of any communications received by Landlord.

14.05 Survival. All provisions of this Article XIV shall survive the expiration or termination of the Lease and Landlord's sale or other transfer of the Land.

**MOUNT PROSPECT PUBLIC LIBRARY**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTEST**

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

**VILLAGE OF MOUNT PROSPECT**

By: *Anthony J. Jofest*

Title: Village President

By: *Ken M. Ag*

Title: Village Clerk

Date: 3/22/2023

**EXHIBIT A**  
**LEGAL DESCRIPTION OF LAND**

THAT PART OF LOT "A" IN MOUNT PROSPECT PUBLIC LIBRARY RESUBDIVISION OF LOTS 1, 2, 3, 4, 5, 6, 7, AND 14 IN BLOCK 4 IN BUSSE AND WILLIE'S RESUBDIVISION IN MOUNT PROSPECT IN THE WEST HALF OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT "A"; THENCE NORTH 88 DEGREES 59 MINUTES 27 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT "A" 294.78 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH 00 DEGREES 12 MINUTES 10 SECONDS WEST ALONG THE WEST LINE OF SAID LOT "A" 89.54 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 36 SECONDS EAST 295.41 FEET TO A POINT ON THE EAST LINE OF SAID LOT "A"; THENCE SOUTH 00 DEGREES 12 MINUTES 57 SECOND WEST ALONG SAID EAST LINE 93.66 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

## EXHIBIT B

**DESMAN**  
ASSOCIATES

## LIFE CYCLE COSTS

LIFE-CYCLE REPAIR/MAINTENANCE COSTS (50 YR) <i>Mt Prospect Village Hall Parking Deck</i>							
Item	Unit Cost	Units	Interval	Annual Cost	Cycles	Inflation Mult (4)	Total Cost
Concrete Sealer	\$.50/SF	128000	8 Yrs	\$8,000	6	3.8	\$1,459,200
Sealants (All)	\$5.00/LF	18000	10 Yrs	\$9,000	5	"	\$1,710,000
Concrete & Masonry	\$2.00/SF	128000	Life	\$5,120	varies	"	\$972,000
Elevator Rebuild	\$100,000/	1	20 Yrs	\$5,000	2	"	\$950,000
<b>Total Repair Costs</b>				<b>\$27,120</b>			<b>\$5,091,200</b>
Lighting Fixtures	\$.04/SF	128000	1 Yr	\$5,120	50	"	\$972,000
Elevator Maint. (1)	\$5,000/	1	1 Yr	\$5,000	50	"	\$950,000
Gen Maintenance (2)	\$.08/SF	128000	1 Yr	\$7,680	50	"	\$1,458,000
Operational (3)	\$.25/SF	128000	1 Yr	\$32,000	50	"	\$6,080,000
<b>Total Operating Costs</b>				<b>\$49,800</b>			<b>\$9,480,000</b>

Notes

- (1) Annual service contract plus non-covered items
- (2) Includes: sweeping, washdowns, restriping & misc painting, extinguisher replacement, landscape/site repair
- (3) Includes: utilities, insurance, admin costs, snowplowing, landscape maint, sprinkler testing taxes (excludes security)
- (4) Based on 4%/Yr inflation

**PROCLAMATION OF RECOGNITION**  
**Michael Duebner**

**WHEREAS**, the role of a library trustee is a vital one in ensuring that libraries continue to serve as vibrant centers of community connections, learning, and exploration, and

**WHEREAS**, Michael Duebner has served with distinction as a member of the Mount Prospect Public Library Board of Trustees since 2015, dedicating eight years of work and service to the improvement and expansion of the library's services, collections, and facilities, and

**WHEREAS**, during his tenure, Michael Duebner successfully led the library through a time of great instability during the 2020-2022 pandemic; and has shown commitment, dedication, and leadership that contributed to the growth and success of the library, and

**WHEREAS**, in his role as Trustee he has promoted the Mount Prospect Public Library throughout the community, and

**NOW, THEREFORE**, be it proclaimed that Michael Duebner is recognized and honored for his service, dedication, and contribution to the Mount Prospect Public Library and the wider community.

Be it further proclaimed that the Library Board of Trustees of the Mount Prospect Public Library at their regular meeting, April 20, 2023 hereby offer their sincere thanks and appreciation to Michael Duebner for his efforts in ensuring that the library remains a place of learning, discovery, and cultural enrichment for generations to come.

---

Marie Bass  
Vice President, Library Board of Trustees



### MPPL Existing Policy

Any person may make a donation of monies, personal property, or real estate for the benefit of the Mount Prospect Public Library, and title to such donations shall vest in the Board of Library Trustees and be held and controlled by the Board if donation is accepted. All donations are subject to approval.

The Library accepts donations of books, CDs, DVDs, etc. Items not added to collection are given to the Friends of the Library book sale.

### MPPL Internal Guidelines for Donor Wall

Small = \$100-\$199; Medium = \$200-\$499; Large = \$500 - \$999; Extra Large = \$1,000 +

## Sample Language – Naming Rights

1. **General 1.** The library wishes to recognize individuals, families, businesses, organizations, and foundations for outstanding service to the library and for significant financial contributions. This recognition may include naming rooms or spaces in a building, furnishings, equipment or library collections. The Library reserves all rights to decline any gift to the library and/or reject naming proposals.
2. **General 2.** The library shall have the sole responsibility for naming library spaces and installing plaques or other identifiers to recognize gifts. The Board will consider honorary names and plaques for certain Library spaces or gifts as a means of acknowledging gifts or extraordinary service to the Library. The Library reserves the right to choose the wording, size, location, and style of the plaque, and/or naming. Requests for naming or plaques should be submitted to the Board for consideration at the time of donation.
3. **Commercial Names.** No product logos or commercial signatures are allowed in the design of any named recognition signage.
4. **Changes.** If the name of the recognized individual or entity changes during the duration of the recognition, the library shall not bear the expense of altering the recognition signage to reflect the name change.
5. **Signage 1.** Naming recognition will be acknowledged by way of a designated plaque or nameplate and will be consistent with the library's mission, image, and design requirements.
6. **Signage 2.** Naming and signage shall be approved by the Board. Signage for named spaces and items shall be prominent and readily identifiable. Lettering shall be scaled appropriate to the aesthetics of the room or area so named. All references to the named area in promotional materials, directional signage, and Library documents shall include the name of the individual, family, or corporation. Corporate logos will be excluded from signage and placards to avoid appearance of commercial influence.
7. **Duration 1.** The duration of the naming rights shall be confirmed in writing. Naming rights shall not be greater than 20 years and will expire as specified in the agreement.
8. **Duration 2:** Naming is generally granted for the useful life of the room or space, furnishings, equipment or library collection unless otherwise specified in the agreement (and subject to the terms of revocation as set forth in this policy).
  - a. For current-use gifts (that is, gifts that can be fully expended), naming terms, including duration, shall be set forth in the agreement.



- b. If circumstances change for a named element or area, e.g., it is significantly altered; is no longer needed/ceases to exist; is replaced; is significantly renovated, or is no longer in use, the board will determine if a continuation of recognition is appropriate.
  - c. The board reserves the right to alter or terminate a naming designation under unusual or extraordinary circumstances. Factors to be considered include, but are not limited to:
    - i. The pledge obligation is unfulfilled and/or written off (if partial funding was received in an amount sufficient for an alternative naming opportunity, the terms of this policy shall govern any renegotiation for a suitable naming).
    - ii. A change in family or organizational circumstances which causes the donor or other affected individual(s)/organization(s) to request a name change or revocation.
    - iii. The name no longer embodies the mission and/or ideals of the library.
9. **Duration 3:** The duration of naming rights, including honorary naming rights, will be determined at the time of donation. The Library reserves the right, at its sole discretion, to terminate naming rights without refund of consideration, prior to the scheduled termination date, should it believe it is necessary to do so to avoid the Library being brought into disrepute.
- a. Naming opportunities do not extend beyond the useful life of the spaces or facilities within which they are located. As determined at the sole discretion of the Board, the naming or name recognition shall end under the following circumstances:
    - i. An item in any of the four categories is to be demolished or drastically altered through construction.
    - ii. An item in any of the four categories changes function to the extent that the purpose for the naming or name recognition is no longer relevant.
    - iii. If the individual or corporation is engaged in activities that are in conflict with the library's mission and values, or is involved in disreputable or criminal activities that would bring dishonor and embarrassment to the Library.
10. **Duration 4.** While it is the intent that all such names will be used for many years to come, the Board cannot promise that a name will be used in perpetuity.
11. **Limited Rights.** Recognition of gifts by affixing donor plates to materials, equipment, shelving, or furniture, or by naming areas of the Library for donors, is contrary to the stated policy of the Board. Exceptions to this policy may be made only by majority vote of the Library Trustees present at a duly convened board meeting.

## Sample Language – General Gifts and Donations

1. The Board actively encourages gifts and contributions that will help the Library better serve the needs of the community. All donations and gifts to the Library are subject to applicable Illinois statutes as well as the Library's existing policies and guidelines, including those relating to the selection of and access to books and other resources. The Library Board or the Board's delegated authority makes the final decision on the acceptance of gifts and also reserves the right to decide any conditions of recognition, display, housing, and access. The Library is granted unconditional ownership of each gift. In all instances, the Library reserves the right to utilize gifts as it sees fit and to dispose of gifts deemed to be no longer suited for or needed by the Library.

## Sample Language - Acceptance of Gifts

- a. *Gifts of Books and Other Library Resources:* The Library Director is authorized to act for the Library Board in accepting or declining offers of gifts in the form of books, recordings, and other library materials or resources, including gifts of this type that are offered through such agencies as the Friends. The Library Director, in accordance with existing library policies and guidelines, may exercise discretion concerning which materials shall be retained for the Library's own collection. Donations of books and other materials that are not added to the library's collection or the Friends ongoing book sales are donated to charitable organizations and not returned to donors.
- b. *Monetary Gifts:* We welcome donations of money and encourage unrestricted gifts so that contributions can be used in ways that best support the Library's strategic plan and the needs of the community. The Library Board will consider the wishes of donors when accepting restricted gifts, especially if such contributions have been given for the purchase of items contained in a wish list approved by, and disseminated on behalf of, the Board. When the Library receives a cash gift for the purchase of materials or other resources, whether as a memorial or for any other purpose, the general nature or subject area of the item(s) to be purchased may be specified by the donor. Selection of specific titles, however, will be made in accordance with the needs and selection policies of the Library. Similarly, all such gifts will be processed in accordance with administrative procedures developed by the Library.
- c. *Gifts in Kind:* Gifts of furniture, paintings, statuary, plants, other tangible personal property, and professional services may be accepted or declined by the Board with advice and counsel from the Library Director. Any conditions attaching to the proposed gift, including, but not necessarily limited to, the type of recognition provided and the location, disposition, handling or display of the article, will be considered by the Board and Library Director. Any such conditions which the Board regards to be inappropriate or impractical may provide a basis for rejection of the gift or for further negotiation with the donor.

## Sample Language - Valuation of Non-Monetary Gifts

- d. Neither library staff nor the Board will issue a written or verbal statement to the donor regarding the deemed value of non-monetary gifts. Where recognition is dependent upon the value of a gift, whether a gift in kind, a book or collection of books or other type of non-monetary gift, an independent, qualified appraisal may be initiated by the prospective donor and at the donor's expense. The Library shall provide prompt written acknowledgement of all gifts to donors, including the amount of all monetary gifts. The Library Director may include, on request, a description of the gift and its apparent condition.

Mount Prospect Public Library  
Monthly Library Report for Board of Trustees

March 2023

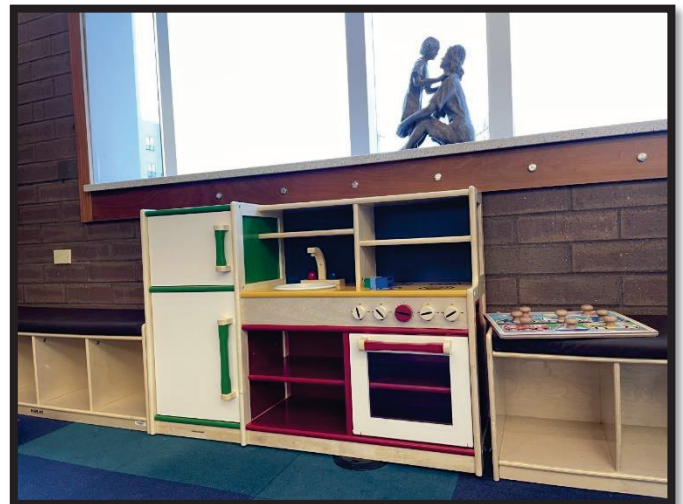
### Youth Services

- 1) Since the local public school districts (D26, D57, and D59) had spring break the week of March 27, we took a break from our storytime cycle to focus on serving families who were staying in the area. We held eight programs with attendance totaling 545 for the week. "Studio 60056" (a drop-in craft program), "Pokémon Club," and "Chill and Fill Fridays" programs made their debut this week (and will be back during the spring and/or summer).
- 2) In March, our book related program for older elementary school students focused on the graphic novel, *Yummy: A History of Desserts* by Victoria Grace Elliott. After the program, one child exclaimed at the youth desk, "we made sushi... there were marshmallows... this was best day of my life!"
- 3) Youth Services received an anonymous donation of \$1,500 for youth resources. We used part of the donation to purchase a new kitchen playset, and it debuted over spring break to rave reviews!



### South Branch & Community Engagement

- 1) We hosted an "Animal Encounters" program where the presenter brought a range of interesting creatures. Both kids and adults were captivated by the furry, scaly, and feathered friends, most of which they were able to touch. "Good" pet = Rat; "Bad" pet = Hedgehog.
- 2) We hosted our third developmental play group in collaboration with C.I.T.Y of Support, an organization that provides support and resources to families with children in therapy. One mom, who has grappled with isolation due to the intense care her daughter needs, made a connection for childcare and left blowing us all kisses and telling us how grateful she was to have the opportunity to be with other parents and their young children in a safe and welcoming space.





Mount Prospect Public Library  
Monthly Library Report for Board of Trustees

- 3) We met with several residents at Mount Prospect Senior Living to talk about library resources, and it turns out they wanted our assistance and expertise to get a defunct book discussion group back together. We discussed genre interests and generated a list of possible titles for a facilitated discussion that will take place in April.
- 4) We partnered with the League of Women Voters to host a Virtual Candidate Forum for the School District 57 Board of Education race. All four candidates who were running participated in the forum.
- 5) We are experimenting with pop-up programming and hosted a semi-impromptu session of "LEGO Mania," one of our most popular programs. Kids and their parents stopped in on a snowy Saturday to build clever LEGO creations.



## Research

- 1) March was a busy month at the research desk. Total in-person interactions and study room usage numbers were the highest they have been since February 2020. Study room usage has now exceeded pre-pandemic levels.
- 2) Comments staff received at the desk this month:
  - "I've lived here 34 years and have always found the library so helpful."
  - "A neighbor told me to come to the library to fix my phone, because they fix everything! And you guys did!"
  - "The library is a godsend. I don't know what I'd do without it."
- 3) We partnered with AARP to host a two-part Driver Safety Course for 22 attendees. One participant commented, "I am especially excited about being about to get a discount on my car insurance for taking this course." We will continue to schedule these courses regularly as they are consistently well-attended.



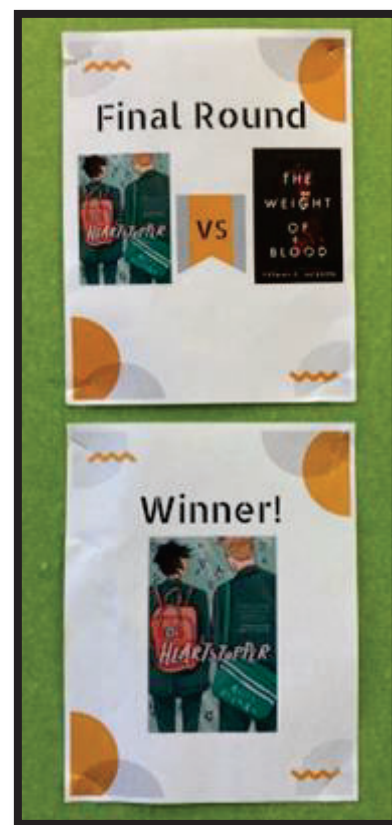
## Fiction/AV/Teen

- 1) 58 votes were cast over the four rounds of YA Book March Madness with the final winner being *Heartstopper* by Alice Oseman.
- 2) The advisory team created 23 new web lists to support the 2023 Reading Challenge, providing manga, graphic novel, and nonfiction options for each category and to keep the lists fresh.



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- 3) The "Famous First Ladies: Mary Todd Lincoln, Eleanor Roosevelt, and Jackie Kennedy" program got an especially high turnout. Patron feedback:
- "Well prepared, excellent dramatization. Truly enjoyed this. Thank you."
  - "Fantastic program tonight."
  - "So glad to see things coming back from covid. Thank you so much. (I am more knowledgeable) since the excellent presentation."
- 4) Other patron comments:
- A patron laughed while noticing our display theme, "Ignore the Terrible Cover." She said she loved the idea and commented she might borrow the concept for a display at her library (Schaumburg).
  - A patron who mentioned she used to be a librarian was thrilled to discover that all the books of the Jack Ryan series were under Tom Clancy and had been numbered! She gushed about what a great move that is to serve patrons.
  - There was an increase in the number of teens writing book reviews for volunteer credit this month, and many were very grateful: "Thank you so much for this opportunity! I really needed these hours and appreciate it so much."



### Registration

- 1) There were 25 public meeting room rentals in March, which surpasses last month's high number of 19. It is great to see the community organizations and members utilizing our public meeting room space.
- 2) During school spring break we issued 22 Museum Adventure passes in March. This total was more than January and February combined.

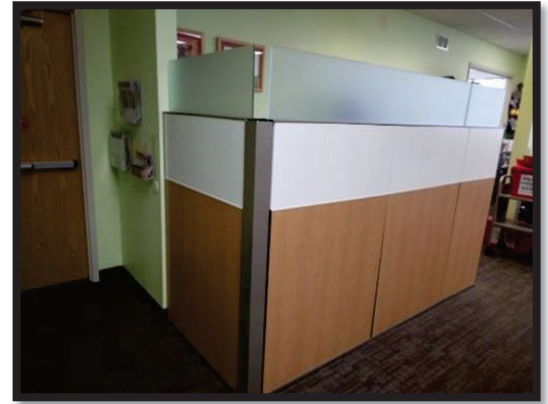
### Circulation

- 1) The Pages were welcomed into the Circulation department in March. The transition was a smooth one, and the Pages and Workroom Assistants are getting used to sharing a workroom and working together more closely.
- 2) March was a busy month, and spring break helped contribute to strong checkout numbers, with circulation up about 7% compared to March 2022. If we keep up this pace for the rest of the year, we will break the one million circulations mark.
- 3) Craft items were introduced to the Library of Things this month and have proven popular already. This subset of the collection includes Cricut cutting machines and accessories, sewing machines, looms, and a variety of Cricut heat presses.

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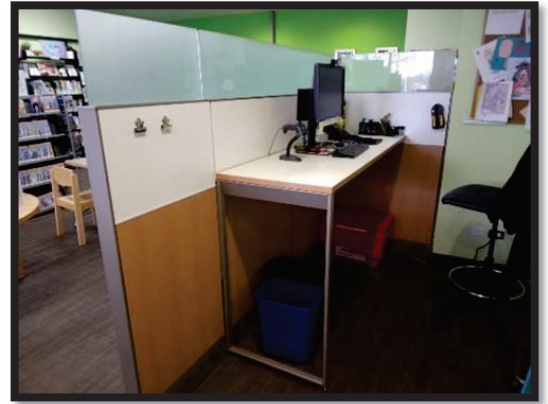
### Building & Security

- 1) As per our capital improvement plan, we installed automatic door openers on our main public restrooms on the first and second floors. This improves accessibility to the bathrooms for all.
- 2) Work on our building automation system continues, and we expect that the new system will be operational by the end of April.
- 3) As part of the strategic plan, new furniture was installed at South Branch. The new station is along the same wall as the main service desk and replaces an open staff desk. The divider allows some more privacy for staff work. We also installed additional storage furniture and are waiting on a comfortable lounge chair for patrons.



### CBS

- 1) Like most stand-alone libraries, our catalog retains a long history of different practices for recording linkages to external resources for interlibrary loan and reporting purposes. This has not been an issue to date, however, in order to join a consortium, we need to have all of those records conform to a single resource, in this case, OCLC. We have reconciled approximately 45,000 local catalog records with OCLC records using an automated process, leaving about 4,000 records to be reconciled manually over the next couple of months, leaving plenty of time for us to be ready for the integration into CCS.



### Marketing

- 1) We had lots of eyes on our Facebook page this month – our reach was up 278% from the previous month (reach is the number of people who saw content from our page). Our biggest posts were from the Library of Things Crafts and Mini-Golf posts.
- 2) We worked with staff to establish translation guidelines and goals for the upcoming reading programs and for programs in general. Also, we established video production processes and guidelines.
- 3) Communications Specialist Joanne Greenwald was a significant help to the Foundation as they put on their first mini golf event in several years. We had the most golfers ever at over 475. We held a postmortem meeting to determine steps for next year.





Mount Prospect Public Library  
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### Information Technology

- 1) We installed a new workstation at South Branch helping to complete the improvement project.
- 2) We kicked off the migration to a new timeclock system that is integrated with our existing payroll company and expect to go live in May. This migration will further automate payroll, saving staff time, and also provide better service to the employees (update time off balances, more control over recording working time).

### Human Resources & Learning

- 1) Number of open positions: 3
  - a. Fiction/AV/Teen Assistant (PT), Advisory & Programming Librarian (FT), Early Childhood Outreach Librarian (FT)
- 2) Number of vacant positions filled: 2
  - a. Security Officer (PT)
  - b. Youth Outreach Librarian (FT)
- 3) Number of separations: 1
- 4) Staff anniversaries:
  - a. Miriam Nakazawa, Circulation Assistant, 15 years
  - b. Mary Siarkiewicz, Registration Assistant, 25 years
- 5) Staff completed the e-course *How Was Your Day: Overcoming Unconscious Bias* and attended one of five facilitated discussions as part of our ongoing DEI (Diversity, Equity, and Inclusion) training.

### Friends of the Mount Prospect Public Library

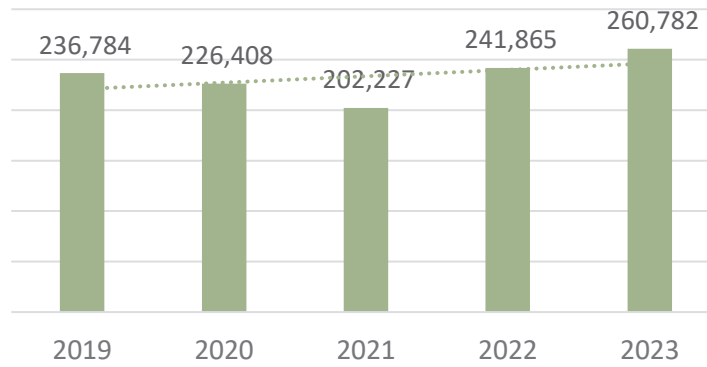
- 1) The Friends are planning the April 15-16 book sale and will determine if the garage space will be used based on the weather forecast.
- 2) Volunteers are working on special collection donations and online sales of better books.

### Mount Prospect Public Library Foundation

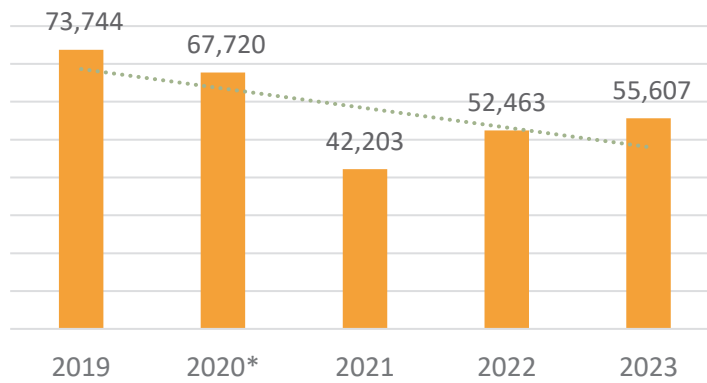
- 1) The March 11 mini golf fundraiser brought in over 475 golfers during the 5-hour event. The Foundation partnered with 18 local businesses to sponsor the event.
- 2) The Foundation did not have a board meeting in March.

Mount Prospect Public Library  
Monthly Library Report for Board of Trustees

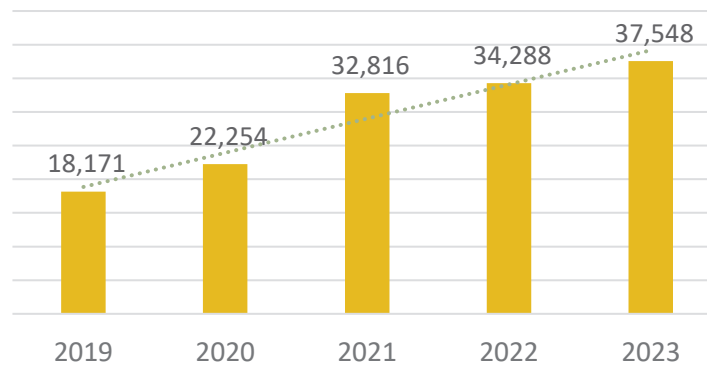
Overall Circulation YTD



AV Circulation YTD



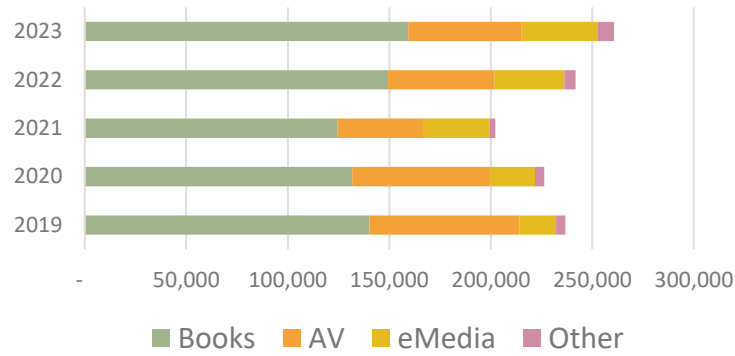
eMedia Circulation YTD



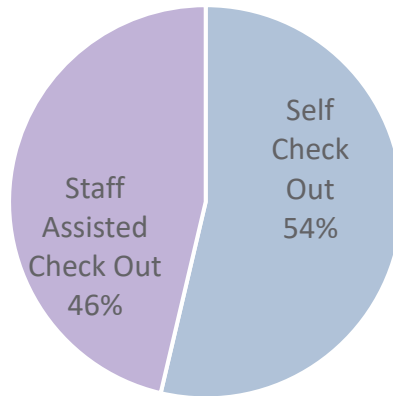


# Mount Prospect Public Library Monthly Library Report for Board of Trustees

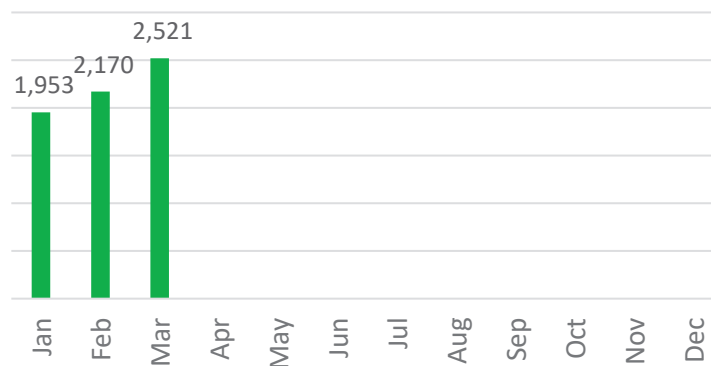
## Circulation by Type YTD



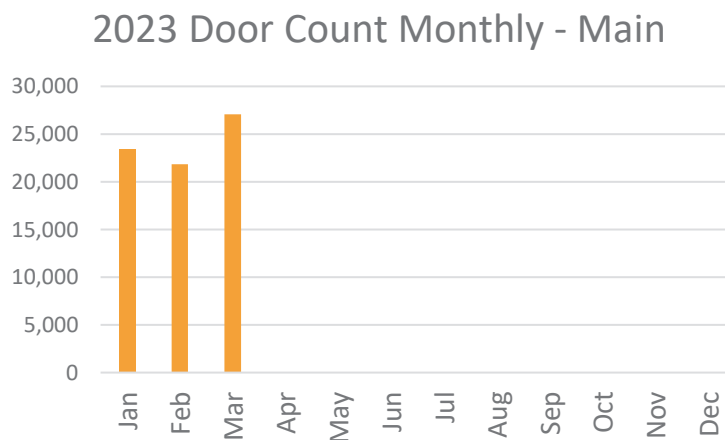
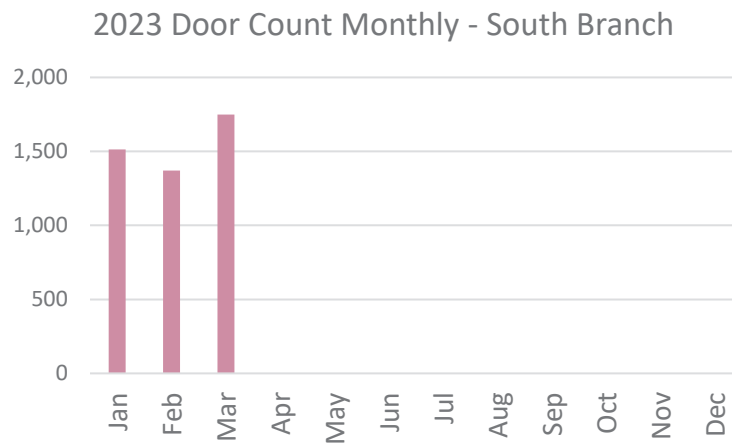
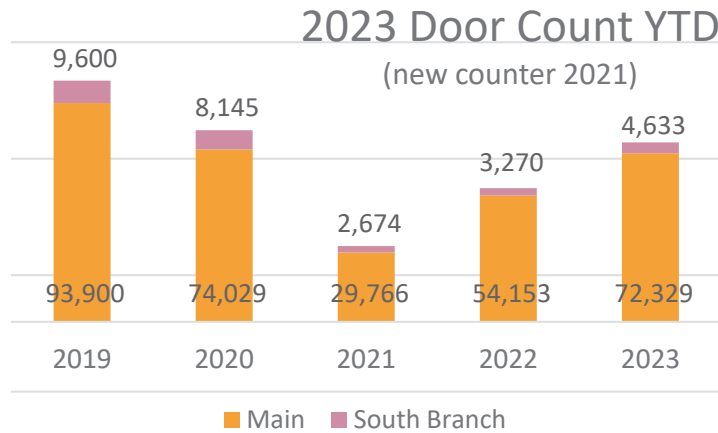
## Check Out Method



## 2023 Monthly Locker Usage

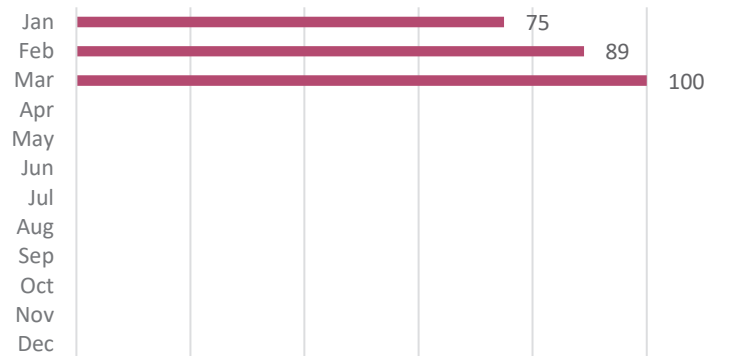


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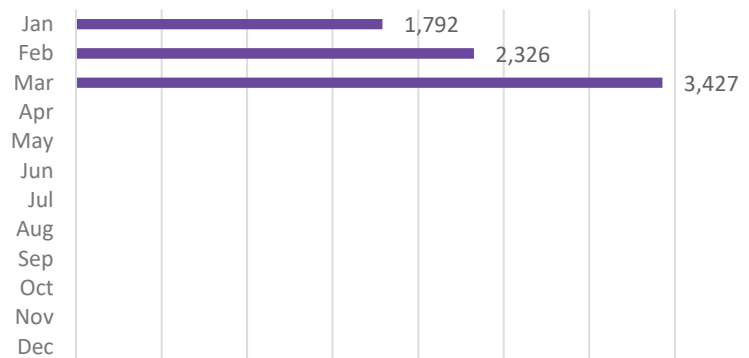


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2023 Number of Programs Monthly



2023 Program Attendance Monthly

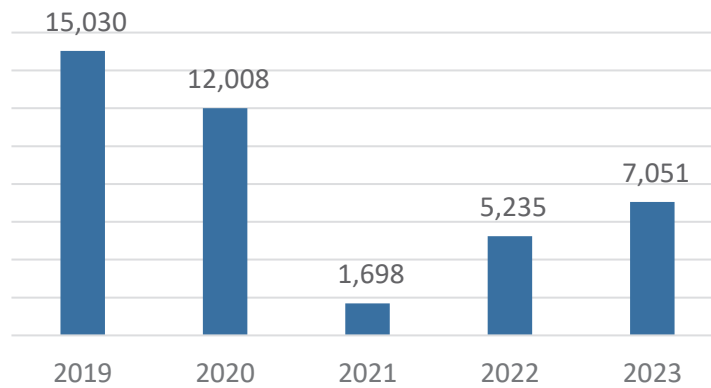


Wireless Unique Users YTD

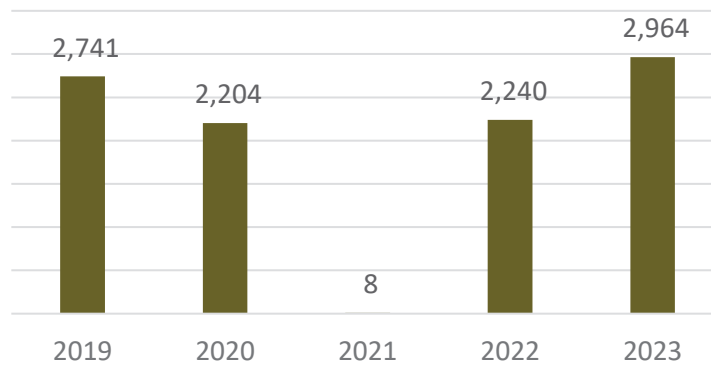


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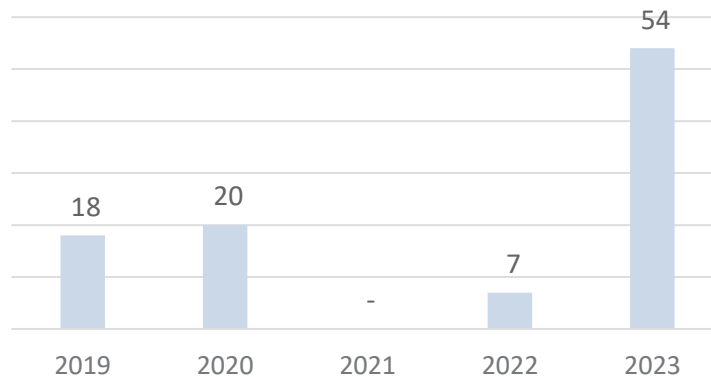
Public Computer Hours Usage YTD



Study Room Usage YTD



Meeting Room Usage by Public YTD



## March 2023 Strategic Plan Progress Report

### Items Completed in March 2023

1. **South Branch Improvements (A1F).** Identify and implement short-term improvements to the South Branch space, including minor space reutilization and improved furniture and fixtures.
  - a. We have completed the majority of the planned improvements to South Branch, including new furniture, a new staff workspace, additional storage, new meeting room AV, new outdoor signage, new microwave, new paint, updated window treatments, and other general refresh items. We are waiting on one new patron chair expected to arrive in April.

### Selected In Progress Items

1. **New Website (A2B).** Create a new patron-focused website with simplified navigation and standardized naming conventions.
  - a. The design and navigation for the new website is complete, and our vendor, Weblinx, is in the process of migrating content from our current website to our new one. This has taken longer than anticipated due to the sheer amount of content on our current website. We took the time to cull, consolidate, and streamline so that we can start with a cleaner base for the new site. We are going from 220 pages to 120 pages, which is a 45% reduction. Our target go-live date is Wednesday, May 31.
2. **Master Plan (A1A, A1B).** Contract with an architect to complete a facility Master Plan for the Main Library. Identify implementation timeline and funding of the facility Master Plan for the Main Library.
  - a. We have reviewed, consolidated, and submitted feedback on the master plan to the architects, who will create final drawings. Once staff have verified the final drawings, we will begin the cost phase, which will take a month or two.
3. **CCS Migration (C1A).** Evaluate joining a resource-sharing consortium and make a recommendation to the board.
  - a. Since the formal decision to join CCS was made in December 2022, staff have been doing some initial work to prepare for the migration in 2023. We have been:
    - i. Cleaning up the catalog database to make data mapping and migration easier.
    - ii. Meeting with Bibliotheca, our materials handler vendor, to identify the layout, specifications, and costs for a new sorter.
    - iii. Visiting other CCS library circulation departments to start understanding how our workflow will change and how to incorporate a new sorter into the daily work.

## MPPL Strategic Plan 9-Month Status: March 2023

