



**Normal Public Library—Board of Trustees  
Monthly Meeting Agenda**

**June 19, 2024 at 6 p.m.  
Town of Normal, City Hall, Multi-Purpose Room 409**

1. Review of the Agenda: Corrections or Additions
2. President’s Report
3. Public Comment
4. Committee and Liaison Reports [Foundation; Library Advocacy; Library Planning, Capital Project]
5. Library Director’s Report
6. OMNIBUS VOTE AGENDA  
(All items under the Omnibus Vote Agenda are considered to be routine in nature and will be enacted by one motion. There will be no separate discussions of these items unless a Board Member so requests, in which event, the item will be removed from the Omnibus Vote Agenda and considered as the first item after approval of the Omnibus Vote Agenda.)
  - A. Approval of the Minutes of the Regular Board Meeting of May 15, 2024
  - B. Approval of Normal Public Library Expenditures for Payment as of June 12, 2024
  - C. Approval of Non Resident Card (Using the Tax Bill Method)
7. ITEMS REMOVED FROM THE OMNIBUS VOTE AGENDA
8. NEW BUSINESS
  - A. Authorization of the Parking License Agreement Between the Normal Public Library, Rutherford Suites, LLC and the Town of Normal (Action)
  - B. Substitutes for Capital Committee (Discussion)
  - C. Update on Project Financing (Discussion)
9. UNFINISHED BUSINESS
10. Suggested Items for the Next Agenda
11. Board Comments and Concerns
12. Next Meeting Date: July 17, 2024
13. Adjournment

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

The Board of Trustees Normal Public Library may attend Normal Town Council meeting, work sessions and other events, as scheduled.

## Minutes of the Board of Trustees

### Normal Public Library

May 15, 2024

**Call to order:** A regular meeting of the Board of Trustees of the Normal Public Library was held in Multi-Purpose Room 409, City Hall, Normal, Illinois on Wednesday, May 15, 2024. The meeting convened at 6:02 pm, President Beth Robb, presiding.

**Members Present:** Beth Robb, President, Katelyn Trunnell, Vice President, Erin Ripley-Gataric, Secretary, Amy Ersland, Treasurer, Lynda Lane, Dylan Hile-Broad, Terry Lindberg

**Members Absent:** None

**Others Present:** Trevor Smith, Assistant Program Director - LIRA (Libraries of Illinois Risk Agency)

**Library Staff Present:** John Fischer, Library Director, Jennifer Williams

1. **Review of the Agenda:** No corrections or additions
2. **President's Report:** None
3. **Public Comment:** None
4. **Presentation and Q&A, Trevor Smith**
5. **Committee and Liaison Reports [Foundation; Library Advocacy; Library Planning; Capital Project]:**

**Foundation:** Pat Grogg will help with a fundraising campaign. Quiet phase has begun. June 6th book sale at Destihl.

**Library Advocacy:** None

**Library Planning:** None

**Capital Project Committee:** Update on asbestos remediation project

6. **Library Director's Report:** Mr. Fischer discussed the items in his report.
7. **OMNIBUS VOTE AGENDA**
  - A. Approval of the Minutes of the Regular Board Meeting of April 17, 2024
  - B. Report to Receive and File Normal Public Library Expenditures for Payment, including \$180,183.82 for two payrolls, and \$81,093.28 for expenditures as of May 8, 2024.

Mr. Lindberg moved to approve all items on the Omnibus Agenda. Mr. Hile-Broad seconded. Motion passed 7-0.

8. **ITEMS REMOVED FROM THE OMNIBUS VOTE AGENDA**

No items were removed from the Omnibus Vote Agenda.

9. **NEW BUSINESS**

- A. Approval of Liability Insurance Proposal (Action)

Ms. Trunnell moved to waive the formal bidding process and approve the resolution authorizing membership in the Libraries of Illinois Risk Agency. Ms. Ersland seconded the motion.

Motion passed 7-0.

AYES: Ms. Robb, Ms. Ripley-Gataric, Ms. Trunnell, Ms. Lane, Ms. Ersland, Mr. Hile-Broad, Mr. Lindberg

NAYES: None

ABSTENTIONS: None

B. Approval of an IGA Establishing Resource Sharing Alliance and Authorizing Membership in Resource Sharing Alliance (Action)

Ms. Lane moved to approve IGA Establishing Resource Sharing Alliance and authorize membership in Resource Sharing Alliance. Ms. Trunnell seconded.

Motion passed 7-0.

C. IPLAR Approval (Action)

Ms. Lane moved to approve IPLAR as stated. Mr. Lindberg seconded.

Motion passed 7-0.

10. **UNFINISHED BUSINESS**

None

11. **Suggested Items for Next Agenda**

None

12. **Board Comments and Concerns**

13. **Next Meeting Date:** June 19, 2024 at 6:00 at Uptown Station, Fourth Floor conference room

14. **Adjournment**

Ms. Robb adjourned the meeting at 7:16 pm.

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Secretary

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Date

**Director's Report  
June 19, 2024**

**1. Monthly Financial Report**

**Revenue:** The May operating revenues were down 27% compared to this time last year.

**Expenses:** A report showing expenses totaling \$153,506.44 from May 9 to June 12 is included in this packet. Please note first payment application for our capital project.

Three payrolls (May 10, May 24, and June 7) totaled \$257,012.21.

**2. Circulation**

Total circulation for May was 25,482, down 58% from May 2023, a direct result of our capital project and closed facility.

**3. FY2024 Budget**

The audit for the FY2024 is now underway. Preparation for the FY2025-FY2030 will begin in July.

**4. 2024 Per Capita Grant**

The 2024 Per Capita Grant award letter was received on June 4. I have included a copy of that letter in the June packet. The award is in the amount of \$78,312.96.

**5. Nonresident Fee**

On an annual basis, Normal Public Library is required to indicate if we will or will not participate in the nonresident card program. This is on the agenda for June.

**6. Professional Development**

Completed this year was my State of Illinois requirement for FOIA and Sexual Harassment Prevention training. Also completed were the following required Town of Normal trainings: Behavioral Threat Analysis, Sexual Harassment and Discrimination for Employees, Driver Safety, Active Shooter: Run/Hide/Fight, and Bloodborne Pathogens.



**Revenue & Expense Report**

Account

Fiscal Year

APM

April - June

All

FY2024-25

0

3

**Expense**

YTD Expense Pivot

YTD Expense Bar Chart

Expense Transaction Log

**Revenue**

YTD Revenue Pivot

YTD Revenue Bar Chart

Revenue Transaction Log

Fund	Current Year Approved Budget	Current Year Revised Budget	Current Year Revenue	Current Year Revenue % of Budget	Previous Year Revenue	Revenue % Change from Previous Year
<b>221-Library Fund</b>	<b>4,574,749.00</b>	<b>4,574,749.00</b>	<b>1,596,666.64</b>	<b>34.90%</b>	<b>2,226,698.84</b>	<b>-28.29%</b>
31110-Property Tax	4,203,164.00	4,203,164.00	1,509,612.19	35.92%	2,086,692.59	-27.66%
31530-State Replacement Revenue	240,000.00	240,000.00	61,744.89	25.73%	120,727.77	-48.86%
33260-State Grants	77,785.00	77,785.00	2,677.79	3.44%		0.00%
34720-Photocopy Fees	8,000.00	8,000.00	423.26	5.29%	2,506.11	-83.11%
34750-Replacements Books/AV	4,800.00	4,800.00	212.00	4.42%	1,895.78	-88.82%
38210-Investment Income	36,000.00	36,000.00	21,661.00	60.17%	13,328.28	62.52%
38530-Donations	1,000.00	1,000.00			450.00	-100.00%
38910-Miscellaneous	4,000.00	4,000.00	335.51	8.39%	1,098.31	-69.45%
<b>222-Library Replacement Fund</b>	<b>242,300.00</b>	<b>242,300.00</b>	<b>48,618.27</b>	<b>20.07%</b>	<b>31,719.41</b>	<b>53.28%</b>
38210-Investment Income	20,300.00	20,300.00	11,618.27	57.23%	7,369.91	57.64%
39192-Transfer From	222,000.00	222,000.00	37,000.00	16.67%	24,349.50	51.95%
<b>223-Library Special Reserve</b>	<b>2,018,500.00</b>	<b>2,018,500.00</b>	<b>8,600.62</b>	<b>0.43%</b>	<b>6,370.73</b>	<b>35.00%</b>
38210-Investment Income	16,000.00	16,000.00	8,600.62	53.75%	6,370.73	35.00%
38910-Miscellaneous	2,500.00	2,500.00				
39330-Financing Proceeds	2,000,000.00	2,000,000.00				
<b>Total</b>	<b>6,835,549.00</b>	<b>6,835,549.00</b>	<b>1,653,885.53</b>	<b>24.20%</b>	<b>2,264,788.98</b>	<b>-26.97%</b>



**Revenue & Expense Report**

Account

Fiscal Year

APM

April - June

All

FY2024-25

0

3

**Expense**

YTD Expense Pivot

YTD Expense Bar Chart

Expense Transaction Log

Fund	Current Year Approved	Current Year Revised	Current Year Spent	Current Year Encumbrance	Current Year Expense and Encumbrance	Budget Balance	Previous Year Expense	Percent Remaining Current Year
<b>221-Library Fund</b>	<b>4,819,138.00</b>	<b>4,876,388.00</b>	<b>655,283.75</b>	<b>509,669.49</b>	<b>1,164,953.24</b>	<b>3,711,434.76</b>	<b>798,418.71</b>	<b>76.11%</b>
10-Administration	4,819,138.00	4,876,388.00	655,283.75	509,669.49	1,164,953.24	3,711,434.76	798,418.71	76.11%
<b>222-Library Replacement Fund</b>	<b>222,000.00</b>	<b>222,000.00</b>	<b>1,667.89</b>	<b>0.00</b>	<b>1,667.89</b>	<b>220,332.11</b>		<b>99.25%</b>
10-Administration	222,000.00	222,000.00	1,667.89	0.00	1,667.89	220,332.11		99.25%
<b>223-Library Special Reserve</b>	<b>5,506,801.00</b>	<b>5,506,801.00</b>	<b>71,205.47</b>	<b>0.00</b>	<b>71,205.47</b>	<b>5,435,595.53</b>	<b>3,610.00</b>	<b>98.71%</b>
10-Administration	5,506,801.00	5,506,801.00	71,205.47	0.00	71,205.47	5,435,595.53	3,610.00	98.71%
<b>Total</b>	<b>10,547,939.00</b>	<b>10,605,189.00</b>	<b>728,157.11</b>	<b>509,669.49</b>	<b>1,237,826.60</b>	<b>9,367,362.40</b>	<b>802,028.71</b>	<b>88.33%</b>

# Report to Receive and File Town of Normal Expenditures for Payment as of 05/09/2024-06/12/2024

## Library Fund

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
ILLINOIS DEPARTMENT OF REVENUE	SALES TAX PAYMENT	8.00
US BANK/P-CARD	CUSTOM PINS 1.5 METAL BU	1,440.00
US BANK/P-CARD	FINAL PRIZE FOR SUMMER RE	2,814.66
US BANK/P-CARD	PRIZES FOR SUMMER BOOK BO	2,447.07
US BANK/P-CARD	SIGN AND SING STORYTIME B	450.00
<b>Library Fund</b>	<b>- Total</b>	<b>7,159.73</b>

## Library Fund      Library      Administration

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
66DEGREES, LLC	GOOGLE WORKSPACE ARCHIVE	1,056.00
66DEGREES, LLC	GOOGLE WORKSPACE BUSINESS	4,265.53
66DEGREES, LLC	GWB PLUS-ARCHIVED USER	194.10
AMERENIP	MAR 24 UTILITIES	972.28
BAKER & TAYLOR COMPANIES	ADULT BOOKS	4,824.69
BAKER & TAYLOR COMPANIES	CHILDREN'S BOOKS	2,937.15
BAKER & TAYLOR COMPANIES	YA BOOKS	31.04
BAKER & TAYLOR COMPANIES	YOUNG ADULT BOOKS	787.01
BAKER & TAYLOR CONTINUATION	TRAVEL GUIDES	411.28
BLACKSTONE PUBLISHING	AUDIO BOOKS	73.90
BOOKPAGE	PERIODICALS BOOKPAGE RENW	1,116.00
BRODART COMPANY	CATALOG/PROCESS SUPPLIES	438.16
BUSEY BANK	MO 3/JUN 2024 RENT	3,000.00
CENGAGE LEARNING INC	ADULT LARGE PRINT BOOKS	254.16
CENGAGE LEARNING INC	ADULT LG PRINT BOOKS	644.80
CENTER POINT LARGE PRINT	ADULT LARGE PRINT BOOKS	191.76
CENTER POINT LARGE PRINT	ADULT LG PRINT BOOKS	48.00
CIRBN, LLC	INTERNET SERVICE MONTHLY	76.08
CONFIDENTIAL ON SITE	NPL PAPER SHREDDING	75.35
DEMCO INC	CATALOG/PROCESS SUPPLIES	412.92
DIRECT ENERGY SERVICES LLC	DEC 23 UTILITIES	1,156.42
DIRECT ENERGY SERVICES LLC	FEB 24 UTILITIES	1,145.88
DIRECT ENERGY SERVICES LLC	JAN 24 UTILITIES	1,143.27
DIRECT ENERGY SERVICES LLC	MARCH 24 UTILITIES	1,040.83
DIRECT ENERGY SERVICES LLC	NOV 23 UTILITIES	1,133.15
DIRECT ENERGY SERVICES LLC	OCT 23 UTILITIES	1,085.66
DIRECT ENERGY SERVICES LLC	SEPT 23 UTILITIES	1,092.93
DIVERSIFIED MECHANICAL INC	AC MAINT	16.39

## Report to Receive and File Town of Normal Expenditures for Payment as of 05/09/2024-06/12/2024

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
DIVERSIFIED MECHANICAL INC	NPL AC MAINT	838.19
DRAMATISTS PLAY SERVICE	ADULT BOOKS - REQSTD PLAY	29.99
EBSCO SUBSCRIPTION SERVICES	PERIODICALS-WSJ RATE ADJT	116.73
ELM USA INC	DISC CLEANING SUPPLIES	1,209.90
ELM USA INC	DISC REPAIR SUPPLIES	429.90
ENVISION WARE INC	PC RESERVATION CLOUD9/PRO	2,925.00
FASTSIGNS	NPL TEMP BRANCH SIGNS	324.00
FASTSIGNS	PLASTIC AFRAMES & INSERTS	188.27
FRONTIER	MONTHLY PHONE BILL	127.92
HARLAN VANCE COMPANY	SUMMER READING NPL SHIRTS	1,226.30
HUNGRY BUNNY, INC.	EVENT CREATIVE HARMONY	3,000.00
ILLINOIS LIBRARY ASSOCIATION	B.ROBB MEMBERSHIP RENEWAL	75.00
ILLINOIS LIBRARY ASSOCIATION	E.RIPLEY-GATARIC RENEWAL	75.00
ILLINOIS LIBRARY ASSOCIATION	J.FISCHER MEMBERSHIP	200.00
ILLINOIS LIBRARY ASSOCIATION	L.LANE MEMBERSHIP RENEWAL	75.00
KANOPIY INC	DIGITAL CONTENT	216.00
KELSEY J KLOPFENSTEIN	LADY WHISTLEDOWN EVENT	100.00
LIBRARY IDEAS,LLC	CHILDREN'S VOX BOOKS	879.20
LIBRARY MARKET	WEBSITE/CALENDAR RENEWAL	3,200.00
MIDWEST TAPE	DIGITAL CONTENT	6,899.52
MORGAN RONDINELLI	TUITION REIMB/MORGAN R/NP	2,500.00
MOTION PICTURE LICENSING CORP	UMBRELLA LIC 8/24-7/25	347.36
NICOR GAS	APR 2024 GAS USAGE	681.74
OVERDRIVE, INC	AUDIOBOOK	38.00
OVERDRIVE, INC	DIGITAL CONTENT	1,361.82
OVERDRIVE, INC	DIGITAL CONTENT EBOOK	60.00
OVERDRIVE, INC	EBOOKS, AUDIOBOOKS	363.48
PIP PRINTING	WELCOME BROCHURES	554.96
RAINBOW BOOK COMPANY	CHILDREN'S BOOKS	3,078.07
RON SMITH PRINTING CO INC	JUNE GUIDE	484.00
RON SMITH PRINTING CO INC	POSTAGE & PRINTING	1,080.00
SIKICH LLP	AUDIT SERVICES	1,200.00
TUMBLEWEED PRESS INC	RENEWL-AUDIOBOOK CLOUD	899.00
UNIQUE MANAGEMENT SERVICES INC	APRIL PLACEMENTS	118.25
UNIQUE MANAGEMENT SERVICES INC	LIBRARY PLACEMENTS	161.25
US BANK/P-CARD	3D PRINTER FILAMENT	26.99
US BANK/P-CARD	3D PRINTER FILAMENT (1)	24.99
US BANK/P-CARD	5'X7'6 AREA RUG (1)	319.98

## Report to Receive and File Town of Normal Expenditures for Payment as of 05/09/2024-06/12/2024

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
US BANK/P-CARD	60 GALLON CLEAR TRASH BAG	72.61
US BANK/P-CARD	AAPI HERITAGE MONTH PRINT	3.75
US BANK/P-CARD	ADULT BOOK - PATRON REQ.	18.89
US BANK/P-CARD	ADULT BOOKS - PATRON REQ.	136.88
US BANK/P-CARD	ADVERTISING PROMOTIONS	400.00
US BANK/P-CARD	ALSC NATIONAL INSTITUTE 2	399.00
US BANK/P-CARD	BABY WIPES PK OF 9 (1)	21.14
US BANK/P-CARD	BLACK NITRILE TEXTURED GL	66.41
US BANK/P-CARD	CAR WASH	10.00
US BANK/P-CARD	CASE FOR SAMSUNG GALAXY S	19.79
US BANK/P-CARD	CD DVD SLEEVES 200PCS (2	17.78
US BANK/P-CARD	CD DVD SLEEVES 200PK (1)	12.86
US BANK/P-CARD	CHICAGO TRIBUNE RENEWAL	35.62
US BANK/P-CARD	CHILDREN'S BOOKS - PATRON	16.99
US BANK/P-CARD	CHILDREN'S BOOKS (17)	162.00
US BANK/P-CARD	CLEAR STORAGE BOXES WITH	43.79
US BANK/P-CARD	DELL LAPTOP CHARGER (1)	33.99
US BANK/P-CARD	DISINFECTANT WIPES 12 CAN	239.15
US BANK/P-CARD	ELKAY 51300C WATER FOUNTA	72.88
US BANK/P-CARD	FOOD SUPPLIES - CODE CLUB	10.48
US BANK/P-CARD	HEAVY DUTY WIRE SHELVING	199.96
US BANK/P-CARD	LUNCH - STAFF DAY 4 19 20	659.04
US BANK/P-CARD	MEMBERSHIP DUES	640.00
US BANK/P-CARD	NEW DVD REL. - DEVIL'S PE	22.98
US BANK/P-CARD	NEW DVD REL. - MARMALADE	16.49
US BANK/P-CARD	NEW DVD REL. - SWEET DREAM	55.49
US BANK/P-CARD	NEW DVD RELEASES - EXILE	73.88
US BANK/P-CARD	ORIGAMI PAPER KIT 1000 SH	16.99
US BANK/P-CARD	PODCAST HOSTING MAY 1 - J	15.00
US BANK/P-CARD	PRINTABLE GUESS WHO? (2 P	6.12
US BANK/P-CARD	REFUND - ITEMS NEVER ARRI	-12.86
US BANK/P-CARD	REFUND - RETURNED 3D PRIN	-26.99
US BANK/P-CARD	REFUND - RETURNED DVD	-22.98
US BANK/P-CARD	REFUND - RETURNED FLOOR M	-165.96
US BANK/P-CARD	REFUND - RETURNED PAVEMEN	-119.97
US BANK/P-CARD	REPL. LIBRARY OF THINGS -	43.95
US BANK/P-CARD	REPLACEMENT EASY LOAD TRI	34.97
US BANK/P-CARD	SHIPPING CHARGES FOR CHIL	23.99



## Report to Receive and File Town of Normal Expenditures for Payment as of 05/09/2024-06/12/2024

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
US BANK/P-CARD	STAFF DAY 4 19 24 - COFFE	39.87
US BANK/P-CARD	SUPPLIES FOR ADULT CRAFTS	61.89
US BANK/P-CARD	SUPPLIES FOR CHILDREN'S G	22.96
US BANK/P-CARD	SUPPLIES FOR CHILDREN'S S	400.52
US BANK/P-CARD	SUPPLIES FOR CODE CLUB -	52.55
US BANK/P-CARD	SUPPLIES FOR CREATE WITH	19.54
US BANK/P-CARD	SUPPLIES FOR PROGRAM - LA	20.49
US BANK/P-CARD	SUPPLIES FOR TAKE & MAKE	83.97
US BANK/P-CARD	UMBRELLAS (2)	35.96
US BANK/P-CARD	WEBSITE DOMAIN RENEWAL	10.00
US BANK/P-CARD	YELLOW FLOOR MARKING TAPE	165.96
VERIZON WIRELESS	NPL CELL PHONES	493.90
WALMART COMMUNITY BRC	DVDS	488.08
WALMART COMMUNITY BRC	SPECIAL PROGS-CDM FAMILY	56.33
WATTS COPY SYSTEMS, INC.	COPIES	567.34
WATTS COPY SYSTEMS, INC.	NPL COPIES	846.03
WATTS COPY SYSTEMS, INC.	STAFF PRINTS	98.39
ZOOBEAN INC	PUBLIC ACCESS SOFTWARE	2,031.91
Library Fund      Library                      Administration                      - Total		73,810.35

### Library Replacement Fund Library                      Administration

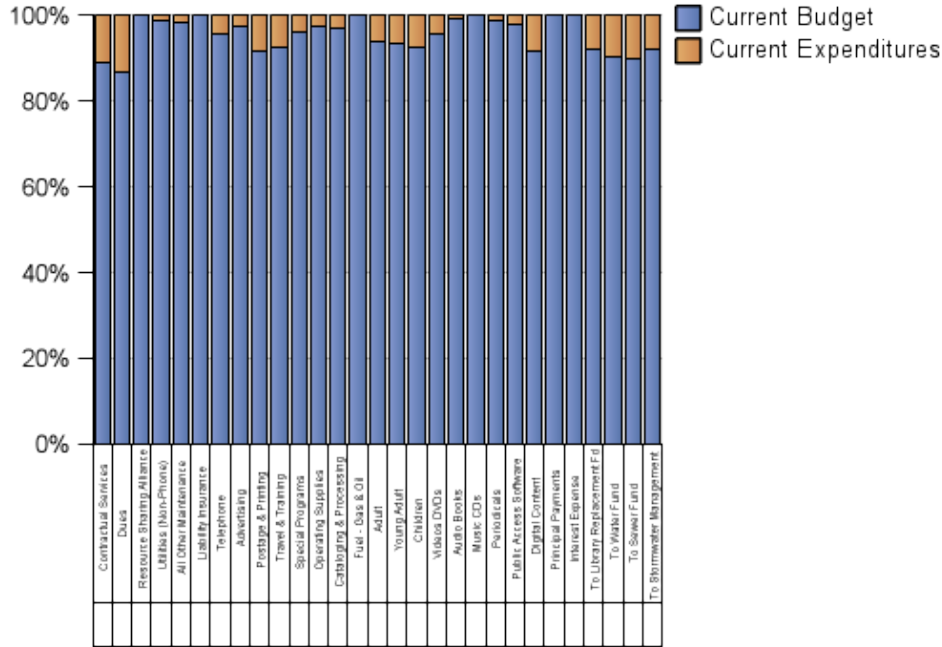
<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
US BANK/P-CARD	AED BATTERY AND AED PADS	1,330.89
Library Replacement Fund      Library                      Administration                      - Total		1,330.89

### Library Special Reserve Library                      Administration

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
BROEREN RUSSO BUILDERS, INC.	NPL ABATEMENT/RENOVATION	50,945.47
MCKEE ENVIRONMENTAL INC	APR 24 ASBESTOS CONSULTIN	20,260.00
Library Special Reserve      Library                      Administration                      - Total		71,205.47
<b>Overall - Total</b>		<b>153,506.44</b>

### Budget to Actual Expenditures

Library - Administration (Library Fund )



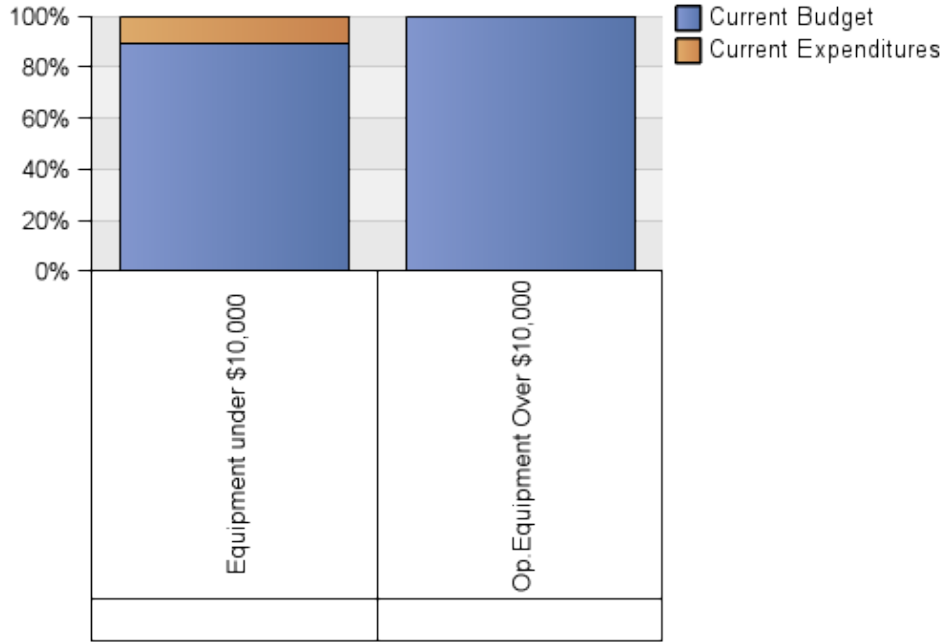
Expenditure Fiscal Year					Current Expenditures	Year to Date Expenditures	Current Encumbered Amount	Current Budget	Variance	Original Budget	% Remaining	Exp + Enc
Library Fund	Library	Administration	<a href="#">221-9010-455.20-10</a>	Contractual Services	\$21,105.24	\$14,416.04	\$59,384.80	\$170,000.00	\$75,093.92	\$131,000.00	44%	\$80,490.04
			<a href="#">221-9010-455.20-20</a>	Dues	\$1,065.00	\$0.00	\$0.00	\$7,000.00	\$5,935.00	\$7,000.00	85%	\$1,065.00
			<a href="#">221-9010-455.24-10</a>	Resource Sharing Alliance	\$0.00	\$0.00	\$0.00	\$72,800.00	\$72,800.00	\$72,800.00	100%	\$0.00
			<a href="#">221-9010-455.25-10</a>	Utilities (Non-Phone)	\$681.74	\$0.00	\$5,518.26	\$72,000.00	\$65,800.00	\$72,000.00	91%	\$6,200.00
			<a href="#">221-9010-455.25-60</a>	All Other Maintenance	\$888.32	\$1,036.51	\$4,302.97	\$58,200.00	\$51,972.20	\$58,200.00	89%	\$5,191.29

<a href="#">221-9010-455.30-10</a>	Liability Insurance	\$0.00	\$0.00	\$0.00	\$51,150.00	\$51,150.00	\$51,150.00	100%	\$0.00
<a href="#">221-9010-455.30-15</a>	Telephone	\$450.95	\$280.08	\$6,205.05	\$10,197.00	\$3,260.92	\$10,197.00	32%	\$6,656.00
<a href="#">221-9010-455.30-20</a>	Advertising	\$400.00	\$0.00	\$0.00	\$16,000.00	\$15,600.00	\$16,000.00	98%	\$400.00
<a href="#">221-9010-455.30-25</a>	Postage & Printing	\$2,118.96	\$632.00	\$17,149.04	\$23,600.00	\$3,700.00	\$23,600.00	16%	\$19,268.00
<a href="#">221-9010-455.30-35</a>	Travel & Training	\$1,097.91	\$731.45	\$0.00	\$14,200.00	\$12,370.64	\$14,200.00	87%	\$1,097.91
<a href="#">221-9010-455.30-40</a>	Special Programs	\$755.59	\$125.73	\$3,143.67	\$20,000.00	\$15,975.01	\$20,000.00	80%	\$3,899.26
<a href="#">221-9010-455.35-10</a>	Operating Supplies	\$1,194.45	\$760.39	\$14,808.38	\$49,000.00	\$32,236.78	\$49,000.00	66%	\$16,002.83
<a href="#">221-9010-455.35-15</a>	Cataloging & Processing	\$455.94	\$0.00	\$11,061.84	\$15,000.00	\$3,482.22	\$15,000.00	23%	\$11,517.78
<a href="#">221-9010-455.35-50</a>	Fuel - Gas & Oil	\$0.00	\$61.94	\$0.00	\$1,000.00	\$938.06	\$1,000.00	94%	\$0.00
<a href="#">221-9010-455.36-10</a>	Adult	\$5,501.57	\$3,941.77	\$60,417.32	\$85,000.00	\$15,139.34	\$85,000.00	18%	\$65,918.89
<a href="#">221-9010-455.36-20</a>	Young Adult	\$818.05	\$301.20	\$9,130.75	\$12,000.00	\$1,750.00	\$12,000.00	15%	\$9,948.80
<a href="#">221-9010-455.36-25</a>	Children	\$5,681.69	\$2,189.05	\$55,007.65	\$70,000.00	\$7,121.61	\$70,000.00	10%	\$60,689.34
<a href="#">221-9010-455.37-15</a>	Videos DVDs	\$633.94	\$291.00	\$6,011.92	\$15,000.00	\$8,063.14	\$15,000.00	54%	\$6,645.86

Jun 12, 2024	<a href="#">221-9010-455.37-20</a>	Audio Books	\$73.90	\$818.42	\$9,107.68	\$10,000.00	\$0.00	\$10,000.00	0%	\$9,181.58
	<a href="#">221-9010-455.37-30</a>	Music CDs	\$0.00	\$224.14	\$0.00	\$3,500.00	\$3,275.86	\$3,500.00	94%	\$0.00
	<a href="#">221-9010-455.38-10</a>	Periodicals	\$152.35	\$1,116.00	\$9,599.27	\$14,116.00	\$3,248.38	\$13,000.00	23%	\$9,751.62
	<a href="#">221-9010-455.38-20</a>	Public Access Software	\$2,031.91	\$10,704.90	\$40,419.10	\$110,134.00	\$56,978.09	\$93,000.00	52%	\$42,451.01
	<a href="#">221-9010-455.39-10</a>	Digital Content	\$8,985.30	\$9,250.62	\$79,764.08	\$98,000.00	\$0.00	\$98,000.00	0%	\$88,749.38
	<a href="#">221-9010-455.81-10</a>	Principal Payments	\$0.00	\$0.00	\$0.00	\$170,000.00	\$170,000.00	\$170,000.00	100%	\$0.00
	<a href="#">221-9010-455.82-10</a>	Interest Expense	\$0.00	\$0.00	\$0.00	\$71,000.00	\$71,000.00	\$71,000.00	100%	\$0.00
	<a href="#">221-9010-455.92-22</a>	To Library Replacement Fd	\$18,500.00	\$18,500.00	\$0.00	\$222,000.00	\$185,000.00	\$222,000.00	83%	\$18,500.00
	<a href="#">221-9010-455.95-02</a>	To Water Fund	\$264.02	\$70.69	\$0.00	\$2,500.00	\$2,165.29	\$2,500.00	87%	\$264.02
	<a href="#">221-9010-455.95-07</a>	To Sewer Fund	\$66.94	\$4.34	\$0.00	\$600.00	\$528.72	\$600.00	88%	\$66.94
	<a href="#">221-9010-455.95-10</a>	To Stormwater Management	\$50.60	\$50.60	\$0.00	\$610.00	\$508.80	\$610.00	83%	\$50.60
	<b>Summary</b>		<b>72,974.37</b>	<b>65,506.87</b>	<b>513,756.78</b>	<b>1,464,607.00</b>	<b>812,368.98</b>	<b>1,407,357.00</b>	<b>0.55</b>	<b>586,731.15</b>

### Budget to Actual Expenditures

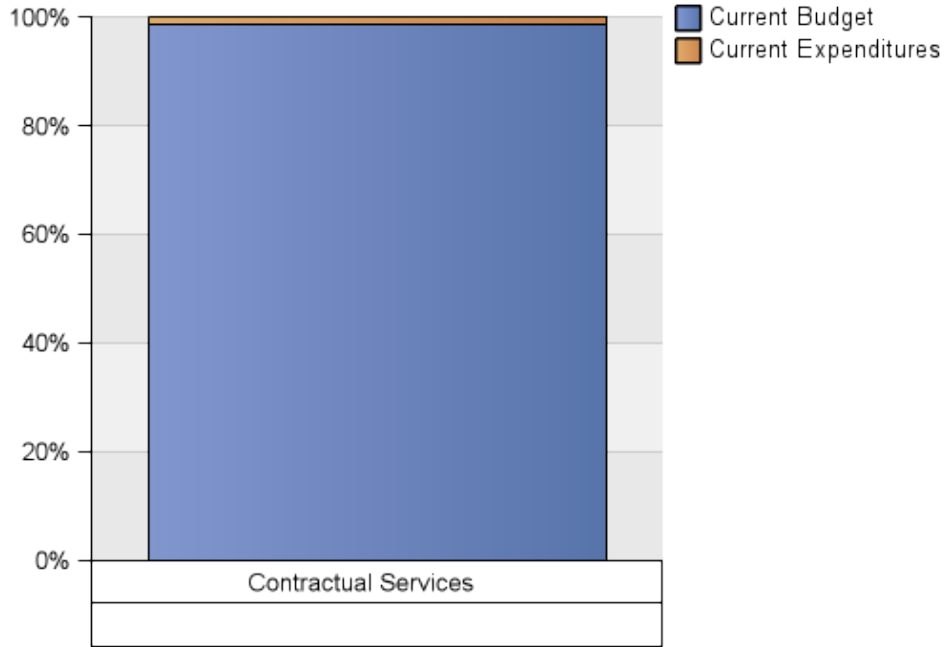
Library - Administration (Library Replacement Fund)



Expenditure Fiscal Year					Current Expenditures	Year to Date Expenditures	Current Encumbered Amount	Current Budget	Variance	Original Budget	% Remaining	Exp + Enc
Library Replacement Fund	Library	Administration	<a href="#">222-9010-455.35-80</a>	Equipment under \$10,000	\$1,330.89	\$337.00	\$0.00	\$11,000.00	\$9,332.11	\$11,000.00	85%	\$1,330.89
			<a href="#">222-9010-455.75-10</a>	Op. Equipment Over \$10,000	\$0.00	\$0.00	\$0.00	\$211,000.00	\$211,000.00	\$211,000.00	100%	\$0.00
			<b>Summary</b>		<b>1,330.89</b>	<b>337.00</b>	<b>0.00</b>	<b>222,000.00</b>	<b>220,332.11</b>	<b>222,000.00</b>	<b>0.99</b>	<b>1,330.89</b>

### Budget to Actual Expenditures

Library - Administration (Library Special Reserve )



Expenditure Fiscal Year					Current Expenditures	Year to Date Expenditures	Current Encumbered Amount	Current Budget	Variance	Original Budget	% Remaining	Exp + Enc
Library Special Reserve	Library	Administration	<a href="#">223-9010-455.20-10</a>	Contractual Services	\$71,205.47	\$0.00	\$0.00	\$5,506,801.00	\$5,435,595.53	\$5,506,801.00	99%	\$71,205.47
<b>Summary</b>					<b>71,205.47</b>	<b>0.00</b>	<b>0.00</b>	<b>5,506,801.00</b>	<b>5,435,595.53</b>	<b>5,506,801.00</b>	<b>0.99</b>	<b>71,205.47</b>

# NPL Circulation Statistics



May 2024

	Year to Date			Month		
	2022-2023	2023-2024	2024-2025	2022	2023	2024
<b>Juvenile</b>						
Books	62,227	70,505	29,079	28,921	33,329	9,886
Videos	356	628	108	170	274	23
Audios	2,167	2,705	820	1,093	1,323	328
Magazines	91	53	23	42	23	0
Other	584	92	46	526	29	13
<b>Juvenile - Total</b>	<b>65,425</b>	<b>73,983</b>	<b>30,076</b>	<b>30,752</b>	<b>34,978</b>	<b>10,250</b>
<b>Teen</b>						
Books	2,380	2,610	1,158	1,101	1,303	330
Audios	3	1	10	2	1	6
Magazines	0	8	0	0	2	0
<b>Teen - Total</b>	<b>2,383</b>	<b>2,619</b>	<b>1,168</b>	<b>1,103</b>	<b>1,306</b>	<b>336</b>
<b>Adult</b>						
Books	21,758	23,472	12,207	10,499	11,787	5,028
Videos	7,504	7,753	3,087	3,655	3,741	1,245
Audios	2,507	2,441	899	1,111	1,270	304
Magazines	378	513	158	183	269	49
Other	1,729	2,460	1,339	607	1,171	555
<b>Adult - Total</b>	<b>33,876</b>	<b>36,639</b>	<b>17,690</b>	<b>16,055</b>	<b>18,238</b>	<b>7,181</b>
<b>Digital Content</b>						
eAudiobooks	3,658	5,275	6,537	1,876	2,723	3,274
eBooks	5,139	6,072	6,860	2,601	3,089	3,520
Magazines	270	206	849	142	104	539
Music	87	67	100	38	36	44
Streaming Video	488	517	584	246	267	307
Content Passes	25	40	54	10	22	31
<b>Digital Content - Total</b>	<b>9,667</b>	<b>12,177</b>	<b>14,984</b>	<b>4,913</b>	<b>6,241</b>	<b>7,715</b>
<b>Total Circulation</b>	<b>111,351</b>	<b>125,418</b>	<b>63,918</b>	<b>52,823</b>	<b>60,763</b>	<b>25,482</b>

# NPL Collection Holdings



May 2024

	Beginning Total	Ending Total	Current Month		Year to Date	
			Added (+)	Change	Added (+)	Change
<b>Juvenile</b>						
Books	80,475	80,633	532	-374	1,016	-1,194
Videos	978	974	0	-4	0	-8
Audios	1,993	2,023	21	9	34	7
Magazines	201	238	16	21	37	21
Other	103	103	0	0	0	0
<b>Juvenile - Total</b>	<b>83,750</b>	<b>83,971</b>	<b>569</b>	<b>-348</b>	<b>1,087</b>	<b>-1,174</b>
<b>Teen</b>						
Books	4,448	4,526	34	44	88	41
Audios	30	30	0	0	0	0
Magazines	18	20	1	1	2	1
<b>Teen - Total</b>	<b>4,496</b>	<b>4,576</b>	<b>35</b>	<b>45</b>	<b>90</b>	<b>42</b>
<b>Adult</b>						
Books	53,725	54,261	338	198	722	60
Videos	16,071	15,672	48	-447	85	-930
Audios	9,750	9,768	16	2	22	1
Magazines	1,367	1,426	117	-58	229	-152
Other	2,135	2,147	5	7	12	7
<b>Adult - Total</b>	<b>83,048</b>	<b>83,274</b>	<b>524</b>	<b>-298</b>	<b>1,070</b>	<b>-1,014</b>
<b>Total Collection</b>	<b>171,294</b>	<b>171,821</b>	<b>1,128</b>	<b>-601</b>	<b>2,247</b>	<b>-2,146</b>



# NPL Digital Content by Month



Tracks the number of downloads or uses by month for our different digital content platforms.

	1.24	2.24	3.24	4.24	5.24	
<b>eRead Illinois</b>						
eAudiobooks	306	256	277	242	252	
eBooks	285	253	271	247	276	
<b>eRead Illinois Total</b>	<b>591</b>	<b>509</b>	<b>548</b>	<b>489</b>	<b>528</b>	
<b>Freanding</b>	<b>5</b>	<b>1</b>	<b>2</b>	<b>1</b>	<b>0</b>	
<b>Hoopla</b>						
eAudiobooks	1,748	1,724	1,964	1,846	1,806	
eBooks	988	956	921	875	901	
Movies/TV	116	135	151	115	124	
Music	27	48	42	56	44	
<b>Hoopla Total</b>	<b>2,879</b>	<b>2,863</b>	<b>3,078</b>	<b>2,892</b>	<b>2,875</b>	
<b>Kanopy</b>						
Individual Titles Plays	128	99	74	162	89	
Plays Through Passes	215	0	1	0	2	
<b>Kanopy Total Videos Played</b>	<b>343</b>	<b>99</b>	<b>269</b>	<b>162</b>	<b>183</b>	
<b>OverDrive</b>						
eAudio	1268	1269	1314	1,175	1,216	
eBooks	2,435	2,210	2,272	2,217	2,343	
Magazines	547	580	521	310	539	
<b>OverDrive Total</b>	<b>4,250</b>	<b>4,059</b>	<b>4,107</b>	<b>3,702</b>	<b>4,098</b>	
<b>Total Downloads or Uses</b>						
eAudiobooks	3,322	3,249	3,555	3,263	3,274	
eBooks	3,713	3,420	3,466	3,340	3,520	
Magazines	547	580	521	310	539	
Music	27	48	42	56	44	
Streaming Video	459	234	420	277	307	
<b>Hoopla 7-day BingePasses</b>	<b>23</b>	<b>21</b>	<b>23</b>	<b>18</b>	<b>29</b>	
<b>Kanopy Passes</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>	
<b>OverDrive 7-Day Passes</b>	<b>4</b>	<b>15</b>	<b>6</b>	<b>5</b>	<b>0</b>	
<b>Total Passes</b>	<b>29</b>	<b>36</b>	<b>30</b>	<b>23</b>	<b>31</b>	

# NPL Monthly Statistics



May 2024

## Library Card Registration

### Registration - Fiscal Year 2025

	Beginning count	Registered	Purged	Cards in force YTD	FY24	FY23
Adult	21,925	132	-152	21,905	28,698	25,909
Teen	2,529	7	-2	2,534	3,720	3,156
Juvenile	8,228	12	-4	8,236	9,649	8,463
<b>Total</b>	<b>32,678</b>	<b>151</b>	<b>-158</b>	<b>32,675</b>	<b>42,067</b>	<b>37,528</b>

Patron Count	Current Month	Current YTD	FY24	FY23
Door Count at 201 W College	1,400	2,800	33,360	25,578

## Interlibrary Loan and System Holds

	Current Month	Current YTD	FY24	FY23
Borrowed/Rec'd	3,772	6,749	6,360	5,686
Loaned	2,456	4,779	5,595	5,806
Reciprocal borrowing	3,056	10,679	37,279	25,686

## Public PCs

	Total Uses	Total Time (hrs)	Average Session (min)	YTD Uses
Public Desktops at 201	308	144	28	308

# normalpl.org Site Statistics



## May 2024

	Annual Totals Year to Date			May		
	FY 2023	FY 2024	FY 2025	2022	2023	2024
<b>Views &amp; Sessions</b>						
Pageviews	74,080	68,668	56,545	34,922	35,770	28,153
Sessions	34,093	34,967	29,822	17,073	17,763	14,658

Top Viewed Pages	FY 2025
/	24,688
/events/upcoming	3,379
/events/month	1,740
/learning-resources	1,356
/planning	1,348
/employment	1,093
/summerreading	984
/events/month/2024/06	753
/download-stream	585
/borrow	468

Usage by Device	FY 2025
Desktop	43.3%
Mobile	54.8%
Tablet	1.9%

Top Viewed Pages	May 2024
/	12,020
/events/upcoming	1,691
/summerreading	882
/events/month	861
/learning-resources	751
/events/month/2024/06	582
/employment	537
/planning	428
/event/lady-whistledown-spills-tea-30897	274
/challenges	250

Usage by Device	May 2024
Desktop	44.9%
Mobile	53.1%
Tablet	2.0%



## OFFICE OF THE SECRETARY OF STATE

ALEXI GIANNOULIAS • Secretary of State and State Librarian

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June 3, 2024

Mr. John Fischer, Director  
Normal Public Library  
206 West College Avenue  
Normal, Illinois 61761-2576

Dear Mr. Fischer:

I am pleased to award the Normal Public Library a Fiscal Year 2024 Public Library Per Capita grant in the amount of \$78,312.96.

This grant support is provided pursuant to Title 23 Ill. Adm. Code 3035.115; Public Library Per Capita and Equalization Aid Grants.

As Secretary of State and State Librarian, I commend you for taking advantage of this grant that will greatly benefit your community. The Illinois State Library staff and I are committed to ensuring that all Illinois residents have fair and equitable access to library services.

Should you have any questions regarding this award, please contact the Illinois State Library at 217-524-8836.

Sincerely,

A handwritten signature in black ink that reads "Alexi Giannoulis".

Alexi Giannoulis, Secretary of State  
and State Librarian

cc: Board President, Normal Public Library

AG:isl



## Normal Public Library Trustee Action Report

June 19, 2024

### Approval of the Normal Public Library Non Resident Card (Using the Tax Bill Method)

Prepared By: John Fischer  
Reviewed By: Laura Golaszewski  
Staff Recommendation: Approval

#### Community Impact

Provides library services to anyone near our service area that is currently living in an unserved area. Most residents in that situation seek services from a closer library other than Normal Public Library.

#### Budget Impact

No budget impact. Most if not all residents in an unserved area of Illinois seek their library service from another library. Fee is determined by current library tax rate: 0.35602.

#### Background

This has historically been adopted by using the mathematical formula. On an annual basis, Illinois libraries must indicate if they will or will not participate in the nonresident card program, and, if so, set the fee for a nonresident card. This fee indicates the cost for an individual who lives in an area unserved by a public library to purchase a library card at the nearest qualifying library. Payment of this fee would entitle all members of that same household to an account.

Administrative Code, Section 3050.60 Non-Resident Fee Formula

A public library can use three options to determine its *non-resident fee according to the formula established by the Illinois State Library* [75 ILCS 5/4-7(12) and 16/30-55.60]. In subsections (a) and (b), the non-resident fee shall be equitable and proportionate to the fee paid by residents.

#### Tax Bill Methods

- 1) Non-Resident Taxpayer: The library tax rate or equivalent, including all special levies, is applied to the non-resident property owner's principal residence assessed valuation on an individual, case by case basis. The most recent property tax bill will be used. The property owner will pay



the same amount as would be paid if the property were in the library service area.

- 2) **Non-Resident Renter:** The library shall either charge a minimum of 15 percent of the monthly rent as the annual non-resident fee, or devise its own formula. The local formula shall take into account the average local rent of the general community of the public library, the property tax rate, and the non-resident fee for residential homeowners. The library board shall annually determine the percent to be applied to non-resident renters. The renter shall provide to the public library a current rent receipt or a cancelled rent check for verification purposes.

From the RAILS website: "According to ISL, the nonresident fee cannot be any less than that paid by residents but should approximate the cost paid by residents. There is nothing in the law or the rules that prohibits a library from charging a reasonable amount more than the cost of library service to residents. For example, a library could include within the nonresident fee the cost of administering and issuing a nonresident card."

**Strategic Alignment**

Priorities 1-4



## Normal Public Library Trustee Action Report

June 19, 2024

### Authorization of Parking License Agreement Between the Normal Public Library, Rutherford Suites, LLC and the Town of Normal

Prepared By: John Fischer

Reviewed By: Jason Querciagrossa, Interim Corporation Counsel

Staff Recommendation: Approval

#### Attachments: License Agreement

##### Community Impact

This parking provides convenient access to the Library for our community.

##### Budget Impact

The agreement requires the Town to provide access to 69 spaces in the College Avenue parking deck. The Library will pay \$19,250.00 this fiscal year with increases in future years as detailed here:

- Term 8/1/2025 to 7/31/2026: \$20,000.00
- Term 8/1/2026 to 7/31/2027: \$20,750.00
- Term 8/1/2027 to 7/31/2028: \$21,500.00
- Term 8/1/2028 to 7/31/2029: \$22,250.00

##### Background

This agreement began in 2018 in the amount of \$15,000 per year and has since then proved a valuable addition to access and service for the Library community.

New in this addendum is the right to recapture spaces by the property owner for future use, the Library would be reimbursed for any proration or reduction during the current license term if there were a recapture. Also new in this addendum is the annual rate increase in the amount of \$750.

##### Strategic Alignment

Priorities 1-4

# Contract for Parking Lot Licenses

This contract is dated August 1, 2018, and is among the TOWN OF NORMAL ("Town"), the BOARD OF TRUSTEES OF THE NORMAL PUBLIC LIBRARY ("Board"), and RUTHERFORD SUITES, LLC ("Rutherford") (collectively, the "Parties").

## Recitals

The Board operates the Normal Public Library at the building located at 206 West College Avenue, PIN 14-28-279-016 ("Library").

Rutherford owns the parking lot next to the Library, located at 108 North Fell Street, PIN 14-28-279-001 ("Parking Lot").

Rutherford uses the Parking Lot for parking for a nearby rental unit located at 202 North Fell Street ("Rutherford Suites").

The Town owns the parking garage located at 102 West College Avenue, PIN 14-28-279-020 ("College Deck"), and the Town leases parking spaces in the College Deck for \$\_\_\_\_\_ per month.

The Parties desire that the Board have a license to the Parking Lot from Rutherford for Library use and that the Town will allow Rutherford a license for use up to and including 69 spaces in the College Deck for parking for Residential Tenants (defined hereunder).

The Parties, therefore, agree as follows:

## Article 1. Term

**1.1. Term.** The term of this contract begins at 12:00 am on August 1, 2024 and ends at 11:59 pm on July 31, 2029.

**1.2. Early termination.**

1.2.1. If the Town terminates the Tenant Parking license under §3.14, then any Party may terminate this contract upon 30 days' written notice to the other Parties.

1.2.2. Any Party may terminate this contract for a material breach of any obligation owed to it under this contract by the other Party. The terminating Party must give 30 days' written notice to the other Parties before the termination (except for nonpayment of license fee from the Board to Rutherford which shall only require 5 days' written notice). If the breaching Party cures the breach within that 30-day or 5-day period, as applicable, then the termination does not take effect.

1.2.3. If this contract is terminated under this §1.2, then the Board is entitled to a pro-rata refund of any prepaid License Fee. The refund will occur within 30 days of termination.

## Article 2. Parking Lot License

**2.1. License grant.** Rutherford hereby grants to the Board an exclusive license to use the Parking Lot for Library purposes.

**2.2. No lease transfer.** The Board may not transfer any of its rights under this license without the prior written consent of Rutherford which consent shall be in Rutherford's sole discretion. Any such assignment made without the prior written consent of Rutherford will be null and void and of no force or effect.

**2.3. Condition of Parking Lot.** The Board acknowledges that it (i) has physically inspected the Parking Lot and (ii) accepts the Parking Lot with full knowledge of the conditions thereof. Parking Lot is being provided "as is" and "with all faults," and Rutherford makes no warranty of any kind, express or implied, whatsoever. Without limiting the generality of the preceding sentence, it is expressly agreed that Rutherford makes no warranty as to the marketability, habitability or fitness for any particular purpose of the Parking Lot. Furthermore, the Board assumes sole and entire responsibility for any and all loss of life, injury to persons, or damage to property (wherever such property may be located) that may be sustained directly or indirectly due to the condition of the Parking Lot or to the activities, operations, or use of the Parking Lot for Library purposes.

**2.4. Parking Lot improvements.**



- 2.4.1. The Board may construct a connection, such as a path or sidewalk, to connect the Parking Lot to the Library or install such signage for Library purposes; provided, the Board has submitted a plan for such connection and/or signage, and Rutherford has approved such plans in writing as set forth hereunder.
- 2.4.2. Before commencing any improvement on the Parking Lot, the Board must deliver to Rutherford the plans and specifications describing in reasonable detail the plan and designs of the improvement. Rutherford must approve or reject the plans in writing within 30 days after their receipt. In the event Rutherford rejects the Board's plan and designs, Rutherford agrees to specify to the Board the reasons for rejection. The Board may then revise its plan and designs and re-submit to Rutherford and the approval process shall begin again as set forth herein. If the plans are not approved or rejected in writing within 30 days, then the plans are deemed to be approved.
- 2.4.3. The Board shall bear the costs of all improvements under this Section. All improvements must be paid for in cash, and no chattel mortgage, conditional sale agreement, financing statement, or other encumbrance may be imposed or filed, and no hypothecation or assignment may be made by the Board in connection therewith. If any such lien or claim for lien is filed, the Board shall within ten (10) days after written request to the Board: (i) have such lien or claim for lien released of record, (ii) deliver to Rutherford a bond in form, content, amount, and issued by surety, satisfactory to Rutherford indemnifying Rutherford and others designated by Rutherford against all costs and liabilities resulting from such lien or claim for lien and the foreclosure or attempted foreclosure thereof, or (iii) at the Board's sole expense, obtain and deliver to Rutherford, a commitment from a nationally recognized title insurance company acceptable to Rutherford, committing to insure at any time title to the real estate underlying the Parking Lot over such lien, which commitment shall be in favor of Rutherford and all present and future owners and mortgagees of the Parking Lot. If the Board fails to have such lien or claim for lien so released, or to deliver such bond or title insurance commitment to Rutherford, Rutherford, without investigating the validity of such lien, may pay or discharge the same and the Board shall reimburse Rutherford upon demand for the amount so paid by Rutherford plus interest at the maximum rate allowed by law from the date paid by Rutherford, including Rutherford's expenses and attorneys' fees. The Board agrees to indemnify, hold harmless and defend Rutherford and their respective officers, partners, agents and employees from any liability, loss, cost, damage or expense (including attorneys' fees), arising out of any such lien claim or out of any other claim relating to work done or materials supplied to the Parking Lot at the Board's request or on the Board's behalf.
- 2.4.5. All improvements must be constructed in compliance with the approved plans and with all laws, regulations, statutes, codes, ordinances, and other governmental requirements. During construction, the Board shall obtain and maintain such insurance as Rutherford requests and provide written certificate(s) of such insurance to Rutherford prior to construction. Such insurance policy or policies must name the Board and Rutherford as "named insured". Any insurance company providing insurance required hereunder must notify Rutherford at least 30 days prior to cancellation or material change in any such insurance. All insurance required by this Section must be primary and noncontributing with any insurance that may be carried by Rutherford. Rutherford reserves the right, from time to time throughout the term to increase reasonably the minimum insurance limits initially set out by Rutherford to ensure that adequate insurance is being maintained as reasonably determined by Rutherford.
- 2.4.6. Upon the expiration or termination of this contract, the Board shall, at Rutherford's request and the Board's sole cost, install bollards or other appropriate blockades to impede access between the Parking Lot and the Library.

**2.5. Parking lot maintenance.**

- 2.5.1. Upon the expiration or termination of this contract, the Board shall remove all its personal property from the Parking Lot at its own cost and expense and deliver the Parking Lot to Rutherford in substantially the same condition in which it existed on August 1, 2018, reasonable wear and tear excepted.
- 2.5.2. Rutherford is not responsible for any maintenance of the Parking Lot whatsoever except in the event a complete replacement of the Parking Lot is necessary as determined by Rutherford, in Rutherford's sole discretion.

**2.6. Right to Recapture Parking Spaces**

- 2.6.1. Rutherford shall have the right to recapture up to ten (10) parking spaces located near the west entry to the parking lot ("Recapture Spaces") for the purpose of installing electric vehicle charging stations and/or an automated teller machine (ATM) (collectively, "Recapture Improvements"). These Recapture Improvements shall be intended for public use and any revenue generated from such improvements shall be entirely for the benefit of Rutherford.
  - 2.6.2. Prior to exercising the right to recapture any Recapture Spaces, Rutherford shall provide the Board with written notice of its intention to do so. Such notice shall be provided at least thirty (30) days prior to the commencement of any related construction activities.
  - 2.6.3. Should reconfiguration of the drive aisle be necessary to accommodate the Recapture Improvements, Rutherford shall be responsible for all aspects of such reconfiguration, ensuring that access to the remaining parking spaces is maintained to the greatest extent possible and in compliance with applicable local zoning and traffic regulations. Rutherford shall make reasonable accommodations during the construction period to minimize disruption to the Board's use of the parking lot.
  - 2.6.4. In the event Rutherford exercises its right to recapture any of the Recapture Spaces, the annual license payments shall be reduced and prorated for any such reduction; the Board shall be reimbursed for any proration or reduction during the current license term. The specific amount of the reduction shall be calculated based on the number of parking spaces recaptured and the duration of such recapture relative to the license term.
- 2.7. Indemnity.** Rutherford is not liable for any loss, damage, or injury of any kind or character to any person or property arising from any occurrence on or within the Parking Lot resulting from the use of the Parking Lot pursuant to this contract. The Board hereby waives all claims against Rutherford for damage to any property or injury to, or death of, any person in, upon or about the Parking Lot arising at any time and from any cause (including specifically without limitation, the negligence of the Board) other than solely by reason of the gross negligence or willful misconduct of Rutherford. The Board for itself and its agents, employees, representatives, contractors, guests, licensees, concessionaires, invitees, successors and assigns, expressly assumes all risks of injury or damage to person or property, either proximate or remote resulting from condition of the Parking Lot or any part thereof. The Board agree to indemnify and defend Rutherford and its agents, servants, officers and employees (collectively "Rutherford Indemnitees") from and against any and all liabilities, damages, claims, suits, costs (including court costs, attorney fees and costs of investigation), and actions of any kind arising or alleged to arise by reason of injury to or death of any person or damage to or loss of property occurring on, in or about the Parking Lot or by reason of any other claim whatsoever of any person occasioned or alleged to be occasioned by act or omission on the part of the Board or any officer, director, servant, agent, employee, guest, representative, contractor, subcontractor, licensee, concessionaire, invitee, successor and assign, or by any breach, violation or non-performance of any covenant of the Board under this contract. If any action or proceeding is brought by or against any Rutherford Indemnitee in connection with any such liability or claim, the Board on notice from Rutherford, shall defend such action or proceeding at the Board's expense, by or through attorneys reasonably satisfactory to Rutherford. The provisions of this Section apply to all activities of the Board with respect to the Parking Lot, whether occurring before or after execution of this contract. The Board obligations under this Section are not limited to the limits of coverage of insurance maintained or required to be maintained by the Board under this contract. This Section survives the termination of this contract with regard to acts or omissions occurring within the term of this contract.
- 2.8. Insurance.** The Board agrees to acquire and maintain liability insurance, in an amount as requested by Rutherford, naming Rutherford as an additional insured, and shall provide written certificate(s) of such insurance to Rutherford on or prior to the commencement of the term. In addition to other remedies provided in this contract, if the Board fails to maintain the insurance required by this Section, Rutherford may, but is not obligated to, obtain such insurance and the Board shall pay to Rutherford upon demand the premium cost thereof plus interest at the maximum rate allowed by law from the date of payment by Rutherford until repaid by the Board. The insurance policy or policies must name both the Board and Rutherford as "named insured". Any insurance company providing insurance required hereunder shall notify Rutherford at least 30 days prior to cancellation or material change in any such insurance. All insurance required by this Section shall be primary and non-contributing with any insurance that may be carried by Rutherford. Rutherford reserves the right, from time to time through-

out the term to increase reasonably the minimum insurance limits initially set forth by Rutherford to ensure that adequate insurance is being maintained as reasonably determined by Rutherford.

- 2.9. Casualty.** If, during the term of this contract, the parking spaces are wholly or partially destroyed or damaged by fire, or any other casualty whatsoever, Rutherford may, but is not required to, repair, replace, restore and reconstruct the parking spaces in a good and workmanlike manner. If Rutherford elects not to repair, replace, restore and reconstruct the parking spaces, this contract shall be terminated and neither of the parties shall have any further liability or obligation under this contract.
- 2.10. License Fee.** The Board agrees to pay Rutherford for use of the Property and buildings during the initial term of this contract. Payments for a calendar year are due on or before August 1 of that calendar year. The Board may prepay the License Fee. In the event annual license fee is not received on or before August 1 of that calendar year, additional payment in the amount of ten percent (10%) of the outstanding delinquent balance shall be charged to cover the extra expense involved in handling delinquent accounts; furthermore, such unpaid amounts shall bear interest from the due date thereof to the date of payment at the rate which is the lesser of eighteen percent (18%) per annum or the maximum interest rate permitted by law. Any late payment charge and interest assessed pursuant to this subsection shall be due and payable on demand. The annual fee payments shall be in the following amounts:
- **Term 8/1/2024 to 7/31/2025: \$19,250.00**
  - **Term 8/1/2025 to 7/31/2026: \$20,000.00**
  - **Term 8/1/2026 to 7/31/2027: \$20,750.00**
  - **Term 8/1/2027 to 7/31/2028: \$21,500.00**
  - **Term 8/1/2028 to 7/31/2029: \$22,250.00**

### **Article 3. College Deck License.**

- 3.1. Definitions.** As used in this Article 3:

3.1.1. "Tenant Parking" means the right of Residential Tenants of Rutherford Suites designated by Rutherford to use, without charge, up to and including 69 unreserved vehicular parking spaces in the College Deck.

3.1.2. "Residential Tenants" means the tenants of the residential apartments of Rutherford Suites.

- 3.2. Parking License for Residential Tenants.** Subject to the terms of this contract, the Town shall provide to Rutherford Tenant Parking for use by the Residential Tenants for the duration of the term of this contract under Article 1.
- 3.3. As is Condition.** The Tenant Parking under this Article 3 is being provided "as is" and "with all faults," and the Town makes no warranty of any kind, express or implied, with respect to the parking spaces. Without limiting the generality of the preceding sentence, it is expressly agreed that Town makes no warranty as to the marketability, habitability or fitness for any particular purpose of the parking spaces.
- 3.4. Limitations on Use.** Town shall provide the Tenant Parking on an unreserved basis on the second level and higher of the College Deck except for parking spaces that may be designated. Residential Tenants shall be provided with "in" and "out" privileges free of charge by the Town. The Town may by appropriate security measures exclude use by Residential Tenants from portions of the College Deck not subject to this contract. Town may also deny access to the College Deck by appropriate security measures to exclude use by members of the general public; provided, access is not denied to the Residential Tenants. The Residential Tenants shall comply with all rules and regulations of the Town and its agents concerning the use of the College Deck. A Residential Tenant's failure to comply with these rules may result in a restriction on his or her use of or access to the College Deck.
- 3.5. Use Nonexclusive.** The use of the Tenant Parking in the College Deck by Rutherford is nonexclusive but Tenant Parking shall be available seven (7) days a week and twenty-four (24) hours a day. Nothing in this contract grants Rutherford the right to have any parking spaces marked or reserved exclusively for Residential Tenants. Any such reservation or dedication of vehicular parking spaces shall require the prior written consent of the Town.

- 3.6. Registration.**

- 3.6.1. To obtain the Tenant Parking, each Residential Tenants shall register with the Town or its agent. The Residential Tenant may be required to execute an agreement concerning the use of the College Deck not inconsistent with the provisions of this contract and may be required to pay a deposit of up to \$25 to cover the cost of equipment to access the College Deck.
- 3.6.2. Upon the expiration or termination of a lease between Rutherford and the Residential Tenant, Rutherford shall notify the Town, and the Town shall terminate that former tenant's Tenant Parking.
- 3.6.3. As an alternative to 3.6.1 and 3.6.2, Rutherford may acquire, distribute and collect parking permits from the Town or its agent, as necessary. Rutherford may manage this process for the duration of this contract, and communicate with the Town or its agent, as necessary.

**3.7. Compliance with Restrictions and Laws.**

- 3.7.1 Rutherford is responsible for using the College Deck in compliance with this contract. Rutherford shall, at its sole expense do all of the following:
  - 3.7.1.1. comply with applicable law having jurisdiction over the College Deck;
  - 3.7.1.2. comply with any directive, order, or citation made under law by any public officer requiring abatement of any nuisance, or imposing upon Town or Rutherford any duty or obligation arising from the Residential Tenants' use of the College Deck, or required by reason of a breach of any of Rutherford's obligations hereunder or by or through other fault of Rutherford,
  - 3.7.1.3. comply with all insurance requirements set forth in Section 3.12 hereunder, and
  - 3.7.1.4. indemnify and hold Town harmless from any loss, cost, claim or expense which Town incurs or suffers by reason of Rutherford's failure to comply with its obligations under this Section.
- 3.7.2. If Rutherford receives notice of any such directive, order, and citation or of any violation of any law, order, ordinance or regulation, Rutherford shall promptly notify Town in writing of such alleged violation and furnish Town with a copy of such notice.

**3.8. Unauthorized Use.** Rutherford shall use its best efforts to prevent unauthorized usage of the College Deck. Rutherford and Town shall cooperate to prevent unauthorized usage of the College Deck through a security system to be mutually developed and agreed upon by designated representatives of the Parties.

**3.9. Town Regulations.** Except as specifically provided in this contract, use of the College Deck by Residential Tenants is subject to all procedures, rules, regulations, and enforcement practices of the Town for the College Deck. Such rules, regulations and enforcement practices are subject to change at the Town's sole and absolute discretion. Town shall provide Rutherford with at least thirty (30) days' advance written notice of changes and such procedures, rules, regulations and enforcement practices that relate to use of the College Deck.

**3.10. Indemnification for Use of Tenant Parking.**

- 3.10.1. The Town is not liable for any loss, damage, or injury of any kind or character to any person or property arising from any occurrence on or within the College Deck resulting from the use of the College Deck pursuant to this contract. Rutherford hereby waives all claims against Town for damage to any property or injury to, or death of, any person in, upon or about the College Deck arising at any time and from any cause (including specifically without limitation, the negligence of the Town) other than solely by reason of the gross negligence or willful misconduct of the Town. Rutherford for itself and its agents, employees, representatives, contractors, guests, licensees, concessionaires, invitees, successors and assigns, expressly assumes all risks of injury or damage to person or property, either proximate or remote resulting from condition of the College Deck or any part thereof.
- 3.10.2. Rutherford agrees to indemnify and defend the Town and its agents, servants, officers and employees (collectively "Town Indemnitees") from and against any and all liabilities, damages, claims, suits, costs (including court costs,

attorney fees and costs of investigation) and actions of any kind arising or alleged to arise by reason of injury to or death of any person or damage to or loss of property occurring on, in or about the College Deck or by reason of any other claim whatsoever of any person occasioned or alleged to be occasioned by act or omission on the part of Rutherford or any officer, director, servant, agent, employee, guest, representative, contractor, subcontractor, licensee, concessionaire, invitee, successor and assign, or by any breach, violation or non-performance of any covenant of Rutherford under this contract. If any action or proceeding is brought by or against any Town Indemnitee in connection with any such liability or claim, Rutherford on notice from Town, shall defend such action or proceeding at Rutherford's expense, by or through attorneys reasonably satisfactory to the Town.

3.10.3. The provisions of this Section apply to all activities of Rutherford with respect to the Tenant Parking and the College Deck, whether occurring before or after execution of this contract. Rutherford obligations under this Section are not limited to the limits of coverage of insurance maintained or required to be maintained by Rutherford under this contract. This Section survives the termination of this contract with regard to acts or omissions occurring within the term of this contract.

**3.11. Prohibition of Liens.** Rutherford shall not suffer or permit any mechanics' liens or other liens to be filed against the College Deck by reason of any work, order, service or material supplied or claimed to have been supplied to Rutherford. If any such mechanics' liens or materialmens' liens is recorded against the College Deck, or any improvements thereof, Rutherford shall cause the same to be removed.

**3.12. Required Insurance.**

3.12.1. Throughout the term of this contract, Rutherford shall, at its expense, maintain comprehensive general liability insurance for bodily injury, death or property damage, insuring Rutherford and naming Town as an additional insured, against all claims, demands, or actions relating to the use of the College Deck under this contract on an occurrence basis, issued by and binding upon a solvent insurance company licensed to do business in Illinois, with limits of not less than \$1,000,000 with respect to injury or death to a single person, not less than \$1,000,000 with respect to any one occurrence and not less than \$1,000,000 for property damage or destruction, together with an umbrella policy with coverage limits of not less than \$5,000,000.

3.12.2. In addition to other remedies provided in this contract, if Rutherford fails to maintain the insurance required by this Section, Town may, but is not obligated to, obtain such insurance and Rutherford shall pay to Town upon demand the premium cost thereof plus interest at the maximum rate allowed by law from the date of payment by Town until repaid by Rutherford.

3.12.3. The insurance policy or policies must name both Rutherford and Town as "named insured".

3.12.4. On or prior to the commencement of the term, Rutherford shall furnish to Town a certificate of insurance, showing that Rutherford is in compliance with the insurance coverage requirements of this Article II and indicating the exclusions from coverage, if any.

3.12.5. Any insurance company providing insurance required hereunder shall notify Town at least 30 days prior to cancellation or material change in any such insurance.

3.12.6. All insurance required by this Section shall be primary and noncontributing with any insurance that may be carried by Town. Town reserves the right, from time to time throughout the Term to increase reasonably the minimum insurance limits set out above to ensure that adequate insurance is being maintained as reasonably determined by the Town.

**3.13. Damage to Premises.** If, during the term of this contract, the parking spaces are wholly or partially destroyed or damaged by fire, or any other casualty whatsoever, Town may, but is not required to, repair, replace, restore and reconstruct the parking spaces in a good and workmanlike manner. If the Town elects not to repair, replace, restore and reconstruct the parking spaces, it shall provide replacement parking on a one-to-one basis for each parking space damaged to Rutherford for use in ac-

cordance with the terms and provisions of this contract in a location that is reasonably accessible to Rutherford Tenants for the uses and purposes contemplated by this contract.

**3.14. Preservation of Tax-Exempt Status for Bonds.**

- 3.14.1. The Parties acknowledge that the College Deck was funded in whole or in part by the Town's issuance of tax-exempt general obligation bonds ("Town Bonds").
- 3.14.2. Rutherford agrees that it will not perform any activity that it knows will cause the Town Bonds to lose their tax-exempt status or that, upon notification by the Town, it will cease any activity that will cause the Town Bonds to lose their tax-exempt status. Rutherford may not charge for the use of the Tenant Parking.
- 3.14.3. If the Town determines that any use of the College Deck under this Article 3 would cause the Town Bonds to lose its tax-exempt status, then the Town may immediately terminate the Tenant Parking under this Article 3.

**Article 4. General Provisions.**

- 4.1. Entire Agreement.** The terms and conditions set forth in this contract supersede all prior oral and written understandings and constitute the entire agreement between the Parties with respect to the subject matter hereof.
- 4.2. Binding Upon Successors in Interest.** This contract is binding upon all the Parties and their respective heirs, successors, administrators, permitted assigns or other successors in interest.
- 4.3. Titles of Paragraphs.** Titles of the several parts, paragraphs, sections, or articles of this contract are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any provision hereof.
- 4.4. Choice of Law; Jurisdiction.**
  - 4.4.1. This contract is to be governed by and construed in accordance with the laws of the State of Illinois. This contract shall be construed without the aid of any rule of law requiring or permitting construction against the drafter of the contract.
  - 4.4.2. Any litigation filed by any Party against any other Party and involving this contract must be filed in the Circuit Court of McLean County, Illinois.
- 4.5. Waivers.**
  - 4.5.1. The Parties may waive any provision in this contract only by a writing executed by the Party against whom the waiver is sought to be enforced.
  - 4.5.2. No failure or delay in exercising any right or remedy or in requiring the satisfaction of any condition under this contract, operates as a waiver of any right, remedy, or condition.
  - 4.5.3. A waiver made in writing on one occasion is effective only in that instance and only for the purpose stated. A waiver, once given, is not to be construed as a waiver on any future occasion or against any other person.
- 4.6. Notice.** All notices, demands, requests, consents, approvals or other instruments required or permitted by this contract must be in writing and must be executed by the Party or an officer, agent or attorney of the Party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally or by overnight courier, or as of the third day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed as directed by the Parties from time to time.
- 4.7. Third Parties.** Nothing in this contract is intended to confer any right or remedy on any person other than the Parties, and their respective successors and permitted assigns, nor is anything in this contract intended to affect or discharge any obligation or liability of any third persons to any Party, nor to give any such third person any right of action or subrogation against any Party.

- 4.8. Amendments.** This contract may be amended only by a written agreement of the Parties that identifies itself as an amendment to this contract.
- 4.9. Surviving Provisions.** Any term of this contract that, by its nature, extends after the end of the agreement, whether by expiration or termination, remains in effect until fulfilled.
- 4.10. Attorney Fees.** In any action or proceeding brought by either Party against the other under this contract, the prevailing party shall be entitled to recover all of its court costs and reasonable attorneys' fees from the non-prevailing party.
- 4.11. Authority.** The Board, the Town and Rutherford each represent and warrant to the others that the individuals executing this contract on their behalf are duly authorized and empowered to do so, and that upon such execution, this contract shall be binding upon and enforceable by and against each of the Parties hereto.
- 4.12. Severability.** If any term or provision of this contract is held invalid or unenforceable, such holding shall not affect the remainder of this contract and the same shall remain in full force and effect unless such holding substantially deprives Rutherford of the use of the College Deck or the Board of the use for the Parking Lot or Rutherford of the license fees herein reserved, in which event this contract shall forthwith terminate as if by expiration of the term hereof.
- 4.12. Counterparts and Copies.** This contract may be executed in one or more counterpart signature pages (including facsimile or electronic [.PDF] counterpart signature pages), each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
- 4.13 Time of the Essence.** Time is of the essence in this contract.

\_\_\_\_\_

The Parties are signing this contract as of the date set forth in the introductory clause.

BOARD OF TRUSTEES OF THE NORMAL PUBLIC LIBRARY  
 By: \_\_\_\_\_  
 \_\_\_\_\_, President  
 Board of Trustees of the Normal Public Library

Contract approved by Resolution No. \_\_\_\_\_

\_\_\_\_\_

RUTHERFORD SUITES, LLC  
 By: \_\_\_\_\_  
 (Name)  
 (Title)

TOWN OF NORMAL  
 By: \_\_\_\_\_  
 \_\_\_\_\_, President  
 Board of Trustees of the Town of Normal

\_\_\_\_\_

Approved as to form:  
 By: \_\_\_\_\_  
 \_\_\_\_\_, Corporation Counsel  
 Contract approved by Resolution No. \_\_\_\_\_