

LEASE AGREEMENT

This lease agreement is entered into on the 1st day of October, 2020.

Landlord: Hoffman Estates Park District	Tenant: Palatine Public Library District
Address: 1685 West Higgins Road	Address: 700 N. North Ct.
Hoffman Estates, IL 60169	Palatine, IL 60067

The Landlord hereby agrees to lease to the Tenant, and the Tenant hereby agrees to lease from the Landlord the Leased Premises as described below pursuant to the terms and conditions specified within this Lease Agreement.

1. Leased Premises: The leased premises are those described as:

The entire Activity Room (see attached floor plan depicted in Exhibit A) which consists of 1,248 square feet and is located on the lower level of the Hoffman Estates (Illinois) Park District's Willow Recreation Center located at 3600 Lexington Drive, Hoffman Estates, IL 60192.

2. Term: The term of the Lease shall be for a period of one (1) year commencing on the 1st day of October 2020 and ending on the 30th day of September 2021. This Agreement will be automatically continuously renewed on an annual basis, unless either party gives the other no less than one hundred twenty (120) days written notice of its request to cancel this agreement prior to October 1.

3. Rent: Tenant agrees to pay the monthly rental amount of Two-Thousand Five Hundred and No/100 dollars (\$2,500.00) for the entire term of this lease. Rental payment for each month will be paid to the Hoffman Estates Park District 1685 West Higgins Road, Hoffman Estates, IL 60169 in advance on or before the 5th of each month. Rent for the first month will be paid on October 13, 2020. The Tenant is subject to the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.) and as such this lease is governed by the terms of that Act; however, such rent shall be due notwithstanding whether the Landlord invoices the Tenant.

4. Security Deposit: There shall be no security deposit required for this Lease or any renewal thereof.

5. Delivery of Possession: If for any reason the Landlord cannot deliver possession of the Leased Premises to the Tenant when the lease term commences, this Lease shall not be void or voidable, nor shall the Landlord be liable to the Tenant for any loss or damage resulting therefrom. However, there shall be a full daily abatement of rent for the period between the commencement of the lease term and the time when the Landlord delivers possession. If Landlord does not grant Tenant initial possession by the end of the first month of the lease agreement period, the Tenant may terminate the Lease.

6. Use of Leased Premises: The Leased Premises may be used by the Library District only for the purpose of operation of a Public Library and for the provision of library services. The Leased Premises shall be open to the Tenant's employees, patrons and invitees only during the Willow Recreation Center's regular business hours.

Proposed changes to the Willow Recreation Center's hours of operation that would impact the Tenant's hours of operation must be conveyed to and agreed upon by the Tenant.

If for any reason the function or purpose of the facility (Willow Recreation Center) that houses the Leased Premises changes to any function or purpose other than that of a Park District Recreation Center, Tenant may terminate the Lease without liability for further rent.

7. Utilities: Electricity, gas, waste disposal and telephone access (for incoming and outgoing local calls) costs necessitated by Tenant's operations shall be included in the monthly rental amount throughout the entire lease term. Tenant shall be responsible, at its sole cost and expense for the installation and maintenance of its own data and Internet equipment and services, including but not limited to data services and cabling related thereto.

8. Condition of Leased Premises; Maintenance and Repair: The Tenant acknowledges that, based on its own inspection, the Leased Premises are in good order and repair. The Tenant agrees to arrange cleaning, to perform maintenance of fixtures and equipment that the Tenant installs, and to take good care of the Leased Premises throughout the term of the lease.

The Tenant shall provide and maintain carpet and furnishings. The Landlord shall be responsible for any damages due to faulty structure or faulty facility maintenance. (Including but not limited to a leaking roof or flooding from a plumbing leak), except to the extent caused by the acts or omissions of the Tenant or anyone employed or invited by Tenant. Tenant shall not keep, use or store anywhere on the Property or the Leased Premises any flammable or explosive matter unless directly related to library operations and it is used and stored in strict conformance with the manufacturer's published recommendations and all applicable law.

The Landlord shall maintain the facility structure and its accoutrements, including walls, hallways, roof, HVAC system, plumbing, electrical system, parking lot and exterior walkways and landscaping including snow and ice removal.

Any general maintenance charges that extend the life of the building, including but not limited to roof and parking lot repair or replacement, shall be the responsibility of the Landlord.

9. Compliance with Laws and Regulations: Tenant, at its own expense, shall promptly comply with all federal, state, and municipal laws, orders, and regulations, and with all lawful directives of public officers, which impose any duty upon it with respect to the Leased Premises. The Tenant, at its expense, shall obtain any required licenses or permits for the conduct of its business within the terms of this lease, or for the making of repairs, alterations, improvements, or additions. Landlord, if necessary, will cooperate with the Tenant in the applying for all such permits or licenses.

10. Alterations and Improvements: Tenant shall not make any material structural alterations, additions, or improvements to the Leased Premises, including installation of telecommunications equipment and services, without obtaining Landlord's prior written consent which the Landlord agrees

not to unreasonably withhold and any required permits. Nothing herein shall restrict or prohibit Tenant from installing counters, shelves, trade fixtures, machinery and equipment, none of which shall become property of the Landlord. All furnishings and equipment used by Tenant in the conduct of its business shall remain the property of the Tenant and will be removed by Tenant upon termination of this Lease. Tenant shall not install its property in such a manner as to damage or threaten to damage the structural integrity of the property.

Landlord shall provide at Landlord's expense sufficient operational electrical outlets in the Leased Premises (up to but not exceeding 12 double plug outlets) in order for the Tenant to conduct operations.

All work related to alterations and improvements shall be performed by contractors approved by the landlord, which approval shall not be unreasonably withheld. The Tenant shall cause the contractor to carry the forms of insurance described herein and name the Landlord as an additional insured on all policies of liability insurance. The Tenant shall indemnify, defend and hold the Landlord harmless from and against all liens arising from the labor or materials furnished in relation to such work, and Landlord may demand Tenant to post a letter or credit, cash bond or title insurance policy during the course of any proceeding adjudicating the merits of any liens.

11. Assignment/Subletting Restrictions: Tenant may not assign this agreement or sublet the Leased Premises without the prior written consent of the Landlord, which consent shall not be unreasonably withheld. No assignment or subletting shall be permitted for any purpose except for uses expressly described herein.

12. Insurance: Landlord shall insure the structure and the common areas for the full replacement value against damage or destruction. During the Term and Renewal Terms of this Lease, Tenant shall carry and maintain commercial general liability insurance, naming the Landlord, its officers, agents, employees and volunteers (collectively the Covered Group) as primary, non-contributory additional insureds, insuring against liability for injury to persons or property occurring in or about the Property and Premises or arising out of the ownership, maintenance, use or occupancy thereof. Coverage under such policy shall not be less than \$2,000,000.00 per occurrence for personal injuries and not less than \$500,000.00 per occurrence for property damage or \$3,000,000.00 combined single limit coverage for bodily injury and property damage. All policies of general liability carried and maintained by the Tenant shall contain a waiver of subrogation in favor of the Landlord. Tenant shall carry and maintain workers' compensation insurance in the statutory amount throughout the Term of this Lease. Tenant shall carry and maintain property casualty insurance in such amounts as are required to repair or replace all of its personal property located on or in the Leased Premises. Tenant shall provide Landlord with a certificate of insurance evidencing such coverage required by this paragraph within fifteen (15) days of the Commencement Date. Further, each certificate of insurance shall require no less than thirty (30) days written notice to each additional insured prior to any cancellation. Such insurance requirements may be satisfied by obtaining the appropriate endorsement to any master policy of liability insurance.

Under no circumstances shall the Landlord be deemed to have waived any of the insurance

requirements of this Lease by: (A) allowing any work or occupancy to commence before receipt of certificates of insurance or additional insured endorsements; (B) by failing to review any certificates or documents received; or (C) by failing to advise the Tenant that any certificate of insurance fails to contain all of the required insurance provisions or is otherwise deficient in any manner. The Tenant agrees that the obligation to provide the insurance required by these documents is solely Tenant's responsibility and that Tenant's obligations cannot be waived by any act or omission of the Landlord.

13. Indemnification of Landlord and Tenant: Tenant and Landlord mutually shall defend, indemnify, and hold the Landlord's Covered Group and the Tenant harmless from and against any claim, loss, expense or damage to any person or property in or upon the Leased Premises arising out of Landlord's or Tenant's negligent use or occupancy of the Leased Premises, or arising out of any negligent act of the Landlord or Tenant or its employees, vendors or patrons. Nothing herein shall be construed to limit Tenant's duty of indemnification to the limits of insurance described herein.

14. Condemnation: If all or any part of the building containing the Leased Premises is taken by eminent domain, this lease shall expire on the date of such taking, and the rent shall be apportioned as of that date. No part of any award shall belong to the Tenant.

15. Damage or Destruction of Premises: If damage or destruction of the building causes the Leased Premises to be unusable for the Tenant's purposes and such damage or destruction cannot be repaired within ninety (90) days, either Landlord or Tenant may terminate the Lease. Rent shall abate as of the date of the damage or destruction. If repairs can be made within ninety (90) days, rent shall abate until possession of the Leased Premises can be redelivered to the Tenant.

16. Landlord's Rights upon Default; Abandonment: Landlord shall take no action of any kind against the Tenant in the event of any default or breach by Tenant, unless Landlord has first given Tenant ten (10) days' written notice of a monetary default or breach and thirty (30) days' written notice of a default of any other covenant, agreement, condition or undertaking herein contained, and Tenant has failed to act to remedy the same within such period. All notices hereunder shall be sent by personal delivery or registered or certified mail, return receipt requested, mailed to the attention of the Library Director or Executive Director of the Park District, as applicable, and sent to the appropriate address shown on the first page hereof or at such other address as either party may specify in a written notice given to the other party.

If Tenant abandons or vacates the Leased Premises, during the period of the lease term noted in item 2 of this Lease Agreement, the Landlord may terminate this Lease by giving written notice thereof to Tenant, which notice shall be effective upon receipt. Upon providing such notice, the Landlord shall be entitled to immediate possession of the Leased Premises and Tenant shall use its best efforts to remove all its property immediately upon receipt of such notice. For each day following the date of termination until Tenant delivers possession of the Leased Premises in the same condition in which it was delivered, normal wear and tear and authorized alterations excluded, Tenant shall be liable for payment of rent at 125% of the then applicable rate. The parties agree that upon the abandonment of the Leased Premises, Tenant shall remain liable for rent for the remainder of the current term, provided any rent

collected by Landlord from a substitute tenant shall be credited against such amounts due from Tenant.

For the purposes of this paragraph, the term “abandons” shall mean failure or refusal to make the Leased Premises available to the public for the uses permitted herein for a period in excess of fourteen (14) consecutive business days, provided Tenant shall not be deemed to abandon the Leased Premises during times when work is being performed on the Leased Premises which is deemed incompatible with public occupation.

17. Quiet Enjoyment: The Landlord agrees that if the Tenant shall pay the rent as aforesaid and perform the covenants and agreements herein contained on its part to be performed, the Tenant shall peaceably hold and enjoy the Leased Premises without hindrance or interruption by the Landlord or by any other person or persons acting under or through the Landlord. Tenant acknowledges that the Leased Premises are adjacent to a gymnasium used for Landlord’s athletic programs and that any noise arising from such athletic programs shall not be a violation of the covenants herein contained.

18. Landlord’s Right to Enter: The Landlord may, at reasonable times, enter the Leased Premises to inspect it, to make repairs or alterations and to show it to potential buyers, lenders, tenants or clients. Except in case of emergency, the Landlord must give prior notice of twenty-four (24) hours to the Tenant if access is required when Tenant’s operations are closed to the public. Landlord and its agents shall respect the privacy rights of Tenant’s patrons and shall not retain or disclose any confidential information it may encounter in the Leased Premises or as a result of the Library’s occupation of the Leased Premises. The Landlord and its agents shall not interfere with ongoing Library operations.

19. Subordination: Tenant agrees that this Lease shall be subordinate to any mortgages or trust deeds that may hereafter be placed upon the Premises, to any and all advances made or to be made under them, to the interest and all obligations secured by them, and to all renewals, replacements and extensions of them, provided however, the mortgagee or beneficiary named in any such mortgages or trust deeds shall recognize the Lease of Tenant in the event of foreclosure if Tenant is not in default under the terms of this Lease. If any mortgagee or beneficiary elects to have this Lease superior to its mortgage or deed of trust and gives notice of its election to Tenant, then this Lease shall be superior to the lien of any mortgage or trust deed whether this Lease is dated or recorded before or after the mortgage or trust deed.

20. Additional Provisions:

Parking. Tenant and its patrons may use any and all parking spaces in Landlord’s parking lot on a “first come, first served” basis with no special allocation of spaces. The number of marked parking spaces available shall not be reduced below fifty (50) spaces.

Signage. Tenant shall have the right to erect and maintain, at its own expense, an outdoor sign subject to the written approval of the Landlord as to dimensions, location and design, which approval the Landlord agrees not to unreasonably withhold. Tenant shall comply with all applicable ordinances. All expenses for the erection, operation and maintenance of the signage shall be borne solely by the

Tenant.

Book Drop. Tenant shall have the right to maintain an exterior book drop on the property of the Willow Recreation Center at a location mutually agreeable to the Tenant and Landlord. All expenses for the erection, operation and maintenance of the book drop shall be borne solely by the Tenant.

Use of Other Spaces in the Willow Recreation Center: The Tenant shall have permission which the Landlord agrees not to unreasonably withhold to use other spaces in the center such as the gym or the first floor meeting room with prior permission of the Landlord up to four (4) times per calendar year up to four (4) hours each time, at no additional cost. The Tenant may arrange additional uses at the current, posted rate imposed by the Park District.

Marketing/Advertising: Tenant shall be allowed to post information about Library programs and services in locations within the Willow Recreation Center but outside of the Leased Premises only after receiving administrative pre-approval by the Landlord.

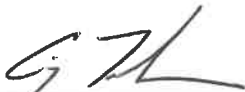
Amendments: This Lease may be amended from time to time only by a written agreement duly approved by the respective corporate authorities of the Tenant and the Landlord.

LANDLORD:



President, Hoffman Estates Park District
Board of Commissioners

Attest:



Secretary, Hoffman Estates Park District
Board of Commissioners

9/22/20

Date

TENANT:

President, Board of Library Trustees of the
Palatine Public Library District

Attest:

Secretary, Board of Library Trustees of the
Palatine Public Library District

Date



BOARD MEMO

TO: Library Board of Trustees
FROM: Jeannie Dilger, Executive Director
RE: Naming Requests
DATE: October 5, 2020

Trustees,

The Library Foundation has been hard at work soliciting donors for our renovation project. A few individuals have already expressed interest. The Foundation needs your approval for the naming requests below before proceeding.

The family of Jeanette Spillman Westhoff has expressed interest in naming one of the Story Rooms after her. A local resident, Jeanette loved libraries and children's literature. The family has agreed to pay \$10,000 for the room for a duration of no less than 10 years.

Longtime member Ruth Patterson wishes to name two study rooms, one in memory of her late husband and the other in memory of her parents. She has identified two study rooms on the architectural drawings. She is agreeing to pay \$5,000 each for the two rooms (\$10,000 total) for a duration no less than 5 years.

Ms. Patterson sent an email with the wording she is requesting to be put on the plaques.

"Here is the verbiage that I propose for the 2 memorial plaques:

(1) IN LOVING MEMORY OF MY/HER HUSBAND, PATRICK JAMES PATTERSON

(2) IN LOVING MEMORY OF MY/HER PARENTS, JOHN F. & PATRICIA L. DICKMANN, WHO INSPIRED MY/HER LOVE OF BOOKS & LIBRARIES

I assume the library board has some standard "lead in" wording, such as "MEETING ROOM RENOVATION CONTRIBUTOR, XXX", that will be used for all plaques (in my case, the XXX would read "RUTH A. PATTERSON"). The choice of either "MY" or "HER" in (1) & (2) above are dependent upon the Lead In Wording. If my name is mentioned, then "HER" is the proper word choice."

At the October board meeting, the Board will need to approve these two requests in concept. Subsequently, once construction starts, I will work with the signage subcontractor to select and layout specific signage. I've been advised by Kristin Richardson of Engberg Anderson that:

Room signage is constrained by ADA requirements how large the text needs to be, etc., which limits the number of characters. The current signs would fit roughly 10 characters per line, up to 3 lines for a room name. If the desired name doesn't fit, we could look at enlarging the sign, or use the sign type with changeable insert, and the insert has the room sponsor information. Another solution may be a separate sign standard for room sponsor that would be mounted below the room sign.

Sample signage (from a vendor I've worked with before, but not necessarily our vendor on this project) can be viewed at <https://asisignage.com/interior-signage/>. We will obviously need to balance the wishes of donors with the constraints of signage and wall space. I can work with the building renovation committee on the final sign selections.

Jeannie Dilger

Executive Director

3—Library Operations

3-1 Hours of Operation

The Board of Library Trustees of the Palatine Public Library District (the Library) sets the hours that Library facilities will normally be open to the public. A listing of hours of operation for each facility is detailed in Appendix 3A. (Adopted 12-12-90; Last Revised 5-9-18, Effective 6-1-18)

3-2 Holidays

The following days are designated by the Board as official holidays when the Library will be closed:

1. New Year's Eve (Main closed at 1:00 pm; branches closed all day)
2. New Year's Day
3. Easter Sunday
4. Memorial Day
5. July 4th
6. Labor Day
7. Thanksgiving Day
8. Christmas Eve
9. Christmas Day

The Library may be closed additional days, selected by the Executive Director and approved by the Board, to allow for continuing education of staff.

When any of the foregoing holidays (except New Year's Eve and Christmas Eve) fall on a Monday, the Library will be closed the previous Sunday.

Extraordinary holidays may be observed at the discretion of the Executive Director and must be approved by the President of the Board (or, in their absence, any other member of the Board). (Adopted 8-13-86; Last Revised 8-20-19, Effective 9-1-19)

3-3 Emergency Closings

Any decision to close the Library because of emergency must be approved by the President of the Board, or in their absence, any other member of the Board. In the event that no Board member can be reached, the Executive Director or designee may close a Library facility and give notice to Trustees as soon as reasonably possible. Emergency situations may be defined as, but not limited to the following:

- damage to building that would endanger staff or public
- complete power failure for an extended period
- loss of water to the building
- loss of heating system during winter (interior temperature drops below 55 degrees)
- extreme weather conditions
- explosions, fire in neighboring buildings, or other catastrophes that demand the immediate clearance of the building

(Adopted 3-14-74; Last Revised 8-20-19, Effective 9-1-19)

3-4 Code of Conduct and Loss of Library Privileges

All visitors to the Library are expected to follow the Library's Code of Conduct (see Appendix 3D—Code of Conduct).

The Board may exclude from the use of the Library any person who willfully or negligently violates an ordinance or regulation prescribed by the Board (75 ILCS16/30-55.55). The Board gives the Executive Director the authority to make decisions about banning persons from use of the Library.

Patron~~Visitor~~s of to the Library may be banned from the Library facilities, parking areas, and grounds by Library staff when they disrupt normal activities through any behavior including but not limited to the following:

- excessive and continued noise
- running in the building
- fighting
- threatening (in-person or electronically) or assaulting a staff member or member of the public
- deliberate damage of Library resources
- serious violation of Library policy
- other unacceptable behavior

Such patron~~visitors~~ may be banned from the Library services and facilities (including parking areas and grounds) until such time and upon such conditions as determined by the Executive Director.

Persons banned from the Library may appeal the decision to the Board. The decision of the Board is final.

(Adopted 2-9-83, Last Revised 8-20-19, Effective 9-1-19)

3-5 Weapons, Hazardous Materials, and Dangerous Behavior

Weapons, as defined and restricted under applicable federal, state, and local statutes and ordinances, [including the Illinois Firearm Concealed Carry Act \(430 ILCS 66\)](#), are prohibited in all Library facilities. Staff members will contact emergency authorities immediately if they reasonably suspect that a dangerous weapon may be present. Dangerous weapons include but are not limited to guns, explosives, bombs, certain chemicals, and knives. All sworn law enforcement officers are exempt from this prohibition. ~~[Possession of firearms in Library facilities or on Library property must be in compliance with the Illinois Firearm Concealed Carry Act \(Public Act 098-0063\).](#)~~

Nothing in this policy should be construed to prohibit, abridge, or in any way hinder the religious freedom of any person or group.

Hazardous materials and substances ~~which~~ [that](#) are capable of posing an unreasonable risk to health, safety, or property are prohibited in all Library facilities and grounds. These items include but are not limited to materials that are flammable, explosive, corrosive, toxic, or radioactive. Staff will contact emergency authorities immediately when they become aware of the possibility of hazardous materials present.

Dangerous behavior is prohibited in all Library facilities and grounds. Such behavior includes any behavior that appears to threaten the safety of persons or property. (Approved 2-14-07; Last Revised 6-18-19, Effective 8-1-19)

3-6 Unattended Children

To ensure the safety and well-being of children on Library premises, parents are responsible for their children whether or not the parent is present. Children under age 9 must be closely supervised by a parent or other responsible person age 12 or older at all times on Library premises.

Children unattended during hours of operation: If a child under age 9 is unattended in the Library during hours of operation, staff will seek to locate the responsible person within the Library. When this person and the child are reunited, staff will inform them of the Unattended Children Policy.

If the responsible person cannot be located within the Library, the staff will obtain the parent's phone number, if possible. When the parent is contacted, they will be notified of the Unattended Children Policy and asked to come to the Library [and to](#) assume responsibility for the child. If the parent does not provide appropriate supervision or the parent cannot be reached within 30 minutes, staff will contact law enforcement and ask that they assume responsibility for the child.

Children unattended at closing: The designated person in charge and another staff member will stay with any unattended child under the age of 14 and will repeat the procedures listed for contacting the parent of an unattended child during operating hours.

If a child has not been picked up and a parent has not been reached 15 minutes after the Library has closed, staff will call law enforcement and ask that they assume responsibility for the child.

If the child tells staff that a parent or responsible adult has been contacted and is on the way to pick up the child but that person has not arrived by 20 minutes after the Library has closed, staff will call law enforcement and ask that they assume responsibility for the child. (Adopted 2-13-08; Last Revised 5-9-18, Effective 6-1-18)

3-6.1 Vulnerable Adults

All adults who can understand and follow the Library's policies and who can care for themselves are welcome in the Library. Vulnerable adults must be attended and have adequate supervision by an adult over the age of 18 during their visit. A vulnerable adult is functionally, mentally, or physically unable to care for themselves and should not be left unattended or unsupervised when in the Library. Library facilities are neither designed nor licensed to provide adult care needs.

If it is determined a vulnerable adult is in the Library without a parent, legal guardian, or caregiver, staff will attempt to contact the parent, legal guardian, or caregiver. If a parent, legal guardian, or caregiver cannot be reached within 30 minutes, the police law enforcement will be contacted and asked to assist, including assistance at the library's closing time.

3-7 Use of ~~the~~ Library ~~District~~ Facilities, Grounds, and Services

The Library's facilities are open for use by Library residents and other members of the public during hours established by the Board. Checkout of Library resources is limited to Library cardholders and to those with valid cards from libraries participating in the statewide reciprocal borrowing agreement. The Library reserves the right to establish rules and restrictions for use of facilities and services, including those listed in Appendix 2A.

The Main Library property includes adjacent parking areas and a designated drop-off zone on North Court in front of the building. This area in front of the building is intended for drop-off or pick-up of Library visitors and for ~~patron~~visitors using the outside walk-up materials return. This area

is also a parking area for any emergency vehicles that may need to be at the Library. Cars may stand in the drop-off zone for up to five minutes.

Drivers must abide by all posted traffic control signs on Library property and operate vehicles in a safe, controlled manner. (Adopted 3-11-98; Last Revised 8-20-19, Effective 9-1-19)

3-8 Food or Drink in Library Buildings

Covered beverages are permitted in Library facilities, except in all digital media rooms.

Consumption of food or uncovered beverages is permitted only in meeting rooms, the vending area, and other designated areas at the Main Library. (Last Revised 6-18-19, Effective 8-1-19)

3-9 Photography in the Library

Library staff members may take photographs and video recordings of participants in Library programs or activities. All persons attending Library programs and activities agree that any photograph or video recording may be used by the Library for promotional purposes, including its digital media, websites, brochures, and other publications, without additional prior notice or permission and without compensation to the participant.

Patron/Visitor names will never be used without the patron/visitor's written consent. If a patron/visitor prefers not to have Library staff photograph or film them or a member of their family, that patron/visitor should notify a staff member at that time.

While the Library is a public place, it is considered a "limited public forum" under federal law. Public libraries may reasonably restrict the exercise of free speech rights in their buildings, particularly when the conduct would disrupt or interfere with other visitors or staff or be inconsistent with the Library's mission.

Subject to the preceding paragraph, Patron/visitors are permitted to take photos, video, or audio recordings of any physical object within the public spaces of Library facilities, provided it is for personal use, does not create a safety hazard, and does not block library aisles, walkways, stairwells, doors, or exits. Library access by photographers may be limited either by time constraints or to specific areas depending upon the impact such sessions could have upon other library users. The taking of photos or videos is strictly prohibited in the following non-public spaces: restrooms, rooms reserved for nursing, child care areas, areas reserved for staff use only, employee offices, and other areas of Library facilities not open to the

public. Persons taking photos and videos shall not compromise an individual member's right to receive information free from harassment, intimidation, or threats to their safety, well-being, and privacy rights. Visitors taking photos and videos shall not violate the law in their activities and shall not trespass into non-public spaces, become physically violent, or be unreasonably disruptive to an employee's ability to serve other visitors.

Pursuant to Section 120/2.05 of the Illinois Open Meetings Act (5 ILCS 120/1 et seq.), any person may record the proceedings of the Library Board and other meetings required by the Act to be open to the public. The recordings shall not disrupt the meeting or create a safety hazard.

Patrons may not take photos or videos of other patrons or staff without permission of the staff or person being photographed. In order to ensure that such activity would not be disruptive to or interfere with the Library staff or visitors or be inconsistent with the Library's mission, anyone proposing to engage in extensive or commercial filming in the Library or anywhere on Library property must request and receive preapproval by the Executive Director. Requests to conduct extensive filming in the Library or anywhere on Library property must be preapproved by the Executive Director. (Adopted 4-9-14; Last Revised 8-20-19, Effective 9-1-19)

3-10 Lost and Found Items

The Library maintains a lost and found. Reasonable attempts will be made to contact the owner of lost items if identifying information is available. Staff will attempt to return items identified as owned by other organizations to those organizations. After four weeks, unclaimed items become Library property.

Unclaimed books will be donated to the Friends of the Palatine Library for inclusion in used book sales or will be recycled. Unclaimed currency will be added to the Library's operating fund. Potentially dangerous items will be turned over to the police department. Other unclaimed items will be donated, recycled, or discarded as determined by the Executive Director or designee.

The Library is unable to secure patronvisitors' personal possessions and cannot be responsible for lost or damaged personal property. (Adopted 11-10-10; Last Revised 8-20-19, Effective 9-1-19)

3-11 Service to PatronVisitors with Disabilities

The Library is committed to providing service to [patronvisitors](#) with disabilities in compliance with applicable federal and state statutes. The Library will strive to develop services that uphold human rights, inclusion, and safety for all [patronvisitors](#). [PatronVisitor](#) privacy will be protected (see Policy 11—[Privacy Policy](#)) and the Library will not require documentation of a disability.

The Library provides services including but not limited to the following:

- assistance in a quiet, reduced-distraction environment
- one-on-one appointments
- homebound delivery service (see Policy 3-12 Homebound Services)
- hearing loop assistance or translation services in Library programming
- access for service animals (see Policy [8-73-13](#) Animals)

In addition to those services, the Library acts as facilitator between the [patronvisitor](#) and the federal program known as “Services to the Blind and Visually Impaired.” (Adopted 12-15-05; Last Revised 8-20-19, Effective 9-1-19)

3-12 Homebound Services

The Library offers materials delivery service to [patronmember](#)s who are valid Library cardholders and are unable to come to the Library for a minimum of 30 days due to a temporary or permanent disabling condition.

Eligible [patronmembers](#) may complete an application form and submit it to the Library.

Delivery will be scheduled at the mutual convenience of staff and [patronmember](#), generally once per month. All Library materials are available for home delivery.

All Library policies, including fees and limits, apply to those receiving homebound services; ~~however, overdue fines will not be assessed when overdues occur because of the delivery schedule or because of events beyond the control of homebound services clients.~~

Materials will be checked out on the card of the person receiving the service. The Library will maintain a record of all items checked out by a homebound [patronmember](#) for purposes of selecting materials for that person.

[PatronMembers](#) who are eligible for homebound delivery service but who have a household or family member or other authorized person willing and able to pick up Library materials, deliver them, and return them to the Library may designate one or more individuals to use the [patronmember's](#) Library card on the [patronmember's](#) behalf. Such designated persons will have full access to the [patronmember's](#) record in the Library database.

Homebound delivery service will terminate when the eligibility requirements are no longer met or at the request of the [patronmember](#), [patronmember's](#) parent or legal guardian, or an individual with power of attorney to act on behalf of the [patronmember](#). (Adopted 3-9-11, Last Revised 5-9-18, Effective 6-1-18)

3-13 Animals

Animals other than trained service animals, as defined by the Americans with Disabilities Act, are excluded from Library facilities except as part of a Library program. Under the ADA, a service animal is defined as a dog that has been individually trained to do work or perform tasks for an individual with a disability. The tasks performed by the dog must be directly related to the person's disability. A dog whose sole function is to provide comfort or emotional support does not qualify as a service animal under the ADA.

Under the ADA, all service animals must be harnessed, leashed, or tethered while in Library facilities, unless these devices interfere with the service animal's work or the person's disability prevents use of these devices. The Library reserves the right to request that the service animal be removed from the premises if the animal is out of control and the handler does not take effective action to control the animal. The term "out of control" includes but is not limited to repeated or uncontrolled barking, wandering away, growling, or otherwise threatening the safety of [patronvisitors](#) or staff. (Approved 12-12-73; Last Revised 6-18-19, Effective 8-1-19)

3-14 Reference and Reader's Advisory Policy

Library staff provides reference service (defined as connecting [patronvisitors](#) with the resources and information requested or required) and reader's advisory service (defined as connecting [patronvisitors](#) with materials, both print and digital). The goal in offering these services is to provide accurate, timely, thorough, interesting, and beneficial information and resources to [patronvisitors](#).

Resources

Staff uses many sources to answer questions and to make reading recommendations. Reference resources, circulating resources, microfilm, subscription databases, websites, magazines, digital media hardware and software, and audio-visual resources, as well as contacts with outside agencies or authorities, may all be used in the provision of [R](#)reference and reader's advisory service. Print materials designated as "Reference" are to be used in Library facilities and are not available to be checked out.

Remote access to most subscription databases is available 24/7 to Library cardholders. The Library's website is available to anyone 24/7.

Services

Reference and reader's advisory services are provided by trained staff all hours the Library is open. [PatronVisitor](#)s may receive these services in person, by telephone, or via digital means. Requests are handled in the order in which staff receives them.

Reference and reader's advisory services include but are not limited to assistance with finding specific information or resources; the catalog and Library computers; using subscription databases and digital resources; software on Library computers; use of circulating equipment; interlibrary loan (available to Library cardholders only); information needed for school assignments; consumer information; and availability of resources at other area libraries.

All reference information provided and answers given will be factual in nature. Sources used to answer questions are cited when information is provided to the [patronvisitor](#). Reader's advisory recommendations will be based upon staff knowledge and resources.

Staff members do not offer personal opinion, advice, or interpretation as fact when providing [R](#)reference or [R](#)reader's [A](#)advisory [S](#)services. In particular, staff members are not qualified to give legal, medical, financial, or income tax advice or recommendations. The Library assumes no responsibility for damages caused or for decisions made from information gathered or obtained at the Library.

Library staff provides instruction in effective use of resources that may include instruction of individuals, dissemination of print or online guides or bibliographies, online tutorials, and formal classes covering a variety of resources and software.

Lengthy research that requires extensive time to collect data from single or multiple sources, including searches of print or digital resources, or

extensive copying of materials, is outside the scope of [Reference](#) or [Reader's Advisory](#) assistance and will not be conducted by Library staff.

Standards

[Patron/Visitor](#) queries are addressed with no distinction about the purpose of the inquiry or the use of the information. All questions are handled in confidence and with impartiality. The staff adheres to the American Library Association's Code of Ethics and Bill of Rights (Appendices 3B and 3C).

The quality and nature of [Reference](#) and [Reader's Advisory Services](#) provision will be evaluated periodically by Library staff to ensure that the services further the Library's goals and support its mission statement. (Adopted 11-11-09; Last Revised 8-20-19, Effective 9-1-19)

3-15 Interlibrary Loan

Interlibrary loan (ILL) is an agreement among libraries to share materials by borrowing and lending to each other. This service is intended to complement local collections to meet user needs.

The Library is a member of ILLINET (Illinois Library and Information Network) and OCLC (Online Computer Library Catalog). Staff follows the guidelines of the ILLINET Interlibrary Loan Code based on the American Library Association Interlibrary Loan Code. This code governs all transactions under the guidelines of the State Library.

~~The Interlibrary Loan~~[This](#) policy does not pertain to reciprocal borrowing, which is covered under Policy 2-5.

[Patron/Member](#) Responsibilities

1. A valid Palatine Public Library District card is required to initiate the interlibrary loan process.
2. [Patron/Members](#) are responsible for paying any fees assessed by the lending library, any shipping fees incurred in obtaining the loaned items, and full replacement costs, plus any applicable processing fee if an item is lost, damaged, or not returned. Additional ILL requests will not be accepted until these costs are paid in full.
3. [Patron/Members](#) are expected to return items on time and in the same condition as received.
4. [Patron/Members](#) are asked to return ILL materials to a staff member at the Circulation Desk of any branch of the Palatine Library.

Materials Borrowed From or Loaned to Other Libraries

Materials are available to Palatine Public Library District cardholders by request from other libraries, provided the materials are not owned by the Library.

The following items are available to loan and borrow:

- books
- music CDs
- audiobooks on CD
- nonfiction DVDs (including Blu-ray)

The following items are not available to loan or borrow:

- new materials (one year old or less)
- video games or software
- periodicals
- entertainment DVDs (including Blu-ray)
- reference resources
- textbooks

New materials will be loaned to other libraries after they have been in the Library collection for one year. Exceptions may be made if the title is not in demand by Library cardholders. The interlibrary loan period is three weeks.

Additional Guidelines

Materials will always be first requested from local libraries. Staff cannot guarantee the time for filling a request and will cancel any request that cannot be filled within six weeks.

[PatronMembers](#) may have three interlibrary loan requests in process at any time. Due dates and renewals are determined by the lending library. Additional conditions may be imposed by the lending or borrowing libraries.

Interlibrary loan borrowing privileges may be suspended if a [patronmember](#) does not comply with these guidelines.

[PatronMembers](#) are encouraged to suggest for purchase any recent items that the Library does not own. Staff reserves the right to determine whether an item will be requested for Interlibrary Loan or purchased for the collection. (Adopted 11-10-10; Last Revised 8-20-19, Effective 9-1-19)

3-16 Public Use of Study Rooms

The Main Library has study rooms available for public use. The study rooms are designed to meet the needs of [patronmembers](#) who want to use the rooms in small groups or as individuals for a limited period of time. There are study rooms with seating for one to eight [patrons-visitors](#) depending upon the size of the room.

[PatronMembers](#) may use a room for one session a day for up to two continuous hours depending on room availability. Providing there are no new requests for rooms, [patronmembers](#) can extend their current session with no time guarantee.

Valid Library cardholders may reserve study rooms up to two weeks in advance. Cardholders may reserve one session per day, and may reserve a room for up to three days in a Sunday-to-Saturday week. Otherwise, all [patronmembers](#) may use a room as available on a first-come, first-served basis.

Sign-in for study room use is required. The person who signs in for the room must present a valid Library card or photo ID and remain in the room for the duration of the session. If a room was reserved in advance, the cardholder who reserved the room must be present at sign-in to claim the reservation. The person who signs in for the room is responsible for appropriate use of the room, including leaving the room in good condition upon vacating. Staff assigns study rooms based upon the size of the group or need for equipment in a room. A room capacity limit is posted on each study room door. [PatronMember](#)s may not bring additional chairs or furniture into a study room.

A multi-seat quiet [study-reading](#) room is available for individuals who desire a quiet space. This room is available to any [patronmember](#) during all hours of operation and may not be reserved.

If the individual who has reserved a room is not present by 10 minutes past the start of the reserved time, the room may be assigned to another group or individual that is waiting. If [patronmembers](#) vacate the room or leave belongings behind and Library staff is unable to locate the person who signed in for the room, the items may be removed, and the room reassigned. (Adopted 11-11-09; Last Revised 8-20-19, Effective 9-1-19)

3-17 Public Use of Meeting Rooms

The Library meeting rooms are a resource to be used in the fulfillment of the Library's mission.

The Library makes its meeting rooms in the Main Library available for public meetings to organizations comprised of at least one District

cardholder with a valid card as defined in Appendix 2A. At all times, however, Library activities and functions have priority in the scheduling and use of meeting rooms. Meetings may be reassigned to a different room than originally reserved to accommodate a Library or affiliate (Friends or Foundation) program.

The Library reserves the right to impose reasonable, content-neutral time, place, and manner restrictions to prohibit interference with normal delivery of library service. Because Library facilities also provide places for research, study, reflection, and reading, the use of meeting rooms for activities that interfere with these endeavors outside the meeting room will be denied or terminated.

<u>Room</u>	<u>Capacity Limit</u>
Meeting Room 1	185
Meeting Room 2	40
Meeting Room 3	20
Board Room	40

The following provisions apply to public meeting room use.

1. All meetings must be open to the public at all times.
2. Meeting rooms are available during normal operating hours of the Main Library (See Appendix 3A—Hours of Service); however, meetings must end no less than 15 minutes before the library closes each day. Under no circumstances will a meeting room be occupied beyond closing time.
3. Reservations for meeting room space are accepted on a rolling six-month calendar; ~~applications may be submitted up to six months in advance of the meeting date.~~ All reservations will be accepted on a first-come, first-served basis as indicated above, upon receipt of the completed Meeting Room Reservation Application Form or approved online reservation, plus payment.
4. Payment must be made within 14 days after reserving the room, or the room will become available for others. Full payment for the base fees and any additional fees must be made prior to use of the room. Room reservations are confirmed only after the completed form and payment are submitted.
5. Reservation requests or requests for changes to a reservation may be submitted at any time during open hours; however, staff may not be able to accommodate requests placed less than 48 hours before the room is needed. If a group arrives to use a room and there is no record

that a room was reserved and they do not have a confirmed application and receipt of payment, staff will try to find a room to use but may not be able to accommodate the group if no appropriate room is available.

6. If a cancellation becomes necessary, the Library should be notified 48 hours in advance of the meeting. If the group has paid, the person who reserved the room may reschedule within 30 days, if a room is available. No refunds will be issued. If the group has not yet paid, the person who reserved the room will be responsible for full payment.
7. The Library reserves the right to cancel any meeting room reservation by giving at least two weeks' notice. Reservations may be cancelled with less notice in case of a building emergency, extreme weather, repair work, or other circumstance beyond control of the Library. The Library is not liable for any expenses of any kind resulting from the Library's cancellation of a meeting room reservation beyond a refund or credit of the meeting room fee. The Library reserves the right to relocate within the building any scheduled meeting.
8. Library meeting rooms may not be used for meetings, programs, or events involving the sale, advertisement, solicitation, or promotion of commercial products or services, with the exception of activities sponsored by the Library, the Friends of the Palatine Public Library, or the Palatine Public Library District Foundation. Donations or membership dues for nonprofit groups and clubs may not be collected on Library property.
9. Meeting rooms may not be used for recreational gatherings such as showers, birthday parties, or dances.
10. Meeting attendees must follow all rules and policies regarding use of the Library.
11. No organization or group may use the Library as its official address. (The Friends of the Palatine Public Library and the Palatine Public Library District Foundation are exceptions.) Storage of items by organizations meeting at Library facilities will not be permitted.
12. The applicant or alternate contact listed on the application must be present throughout the event and is responsible for the attendees' adherence to all Palatine Public Library District policies. For the safety and well-being of [patron members](#), groups with members in attendance 17 and under must have a responsible adult present.
13. Serving food or beverages of any kind requires payment of a fee. The kitchenette is available for the serving of light refreshments only.

Boxed or bagged meals are permitted in the meeting rooms. The Library provides pots and water for coffee or tea but does not provide consumables or supplies. Potlucks, luncheons, or other meal events are not permitted. Alcoholic beverages may not be brought on premises. Use of objects with flames or smoke such as matches, candles, sterno, incense, etc. is prohibited.

14. Meetings must be conducted so as not to disrupt library functions and operations. The Library reserves the right to stop meetings that are disruptive.

15. In compliance with the Americans with Disabilities Act, attendees needing special accommodations for organizations and groups should direct any such requests to the organization reserving the meeting room, and any such accommodation required under law will be arranged for and financed by the organization and not the Library.

16. Permission to use meeting rooms does not imply Library endorsement or support of any organization using the rooms or the ideas presented therein, nor should the organization imply Library endorsement or support.

17. See Appendix 2B for Meeting Room Use Fees.

Failure to abide by these and other Library rules may result in cancellation or refusal of future reservations. The Library retains the right to monitor all meetings conducted on the premises to ensure compliance with Library regulations. (Adopted 2-9-94; Last Revised 6-18-19, Effective 8-1-19)

3-18 Library-Sponsored Programs

Library staff plan and schedule programs and events in order to further the mission of the Library. Staff welcomes program suggestions and recommendations from [patronmembers](#) and retains the right to determine which programs and events are scheduled.

Staff considers the following criteria in making decisions about program topics, speakers, and formats:

- informational, educational, and entertainment needs and interests of the community
- relevance to community interests and issues
- suitability of content for intended audiences
- presenter experience including background or qualifications in content or format area
- budget

- historical or educational significance
- connection to other community programs, Library programs, exhibitions, or events
- availability of appropriate Library space

Programs may require prior registration or tickets. Programs may be limited to attendance by valid Library cardholders and identified as such in all publicity. Attendees, including members of groups, must each have a valid card as defined in Appendix 2A in order to sign up for such programs.

Registered/ticketed [patronmembers](#) who arrive after the publicized start time for a program or event might not be able to attend the program. Staff will admit standby [patronmembers](#) at the publicized start time if space is available.

Some programs are open to both Library cardholders and reciprocal borrowers or other Library visitors. Staff reserves the right to give preference to Library cardholders if potential attendees exceed the amount of available seating.

The Library offers programs for persons of all ages. Some programs or events are offered for specific age groups, and this information accompanies all publicity about these programs. Staff reserves the right to limit attendance at these programs to those persons of the age specified in the publicity. Some children's programs specify that a parent or caregiver is to be present in the program with the child. Parents or caregivers of children under age 9 are to remain in the Library during the program or event.

The Library may cosponsor programs with other groups or agencies. These programs will still be considered Library-sponsored programs. Library sponsorship of a program does not constitute an endorsement of the content or topic of the program or of the views expressed by speakers, presenters, participants, or audience members.

Staff may cancel any program in case of an emergency or low registration and will provide as much advance notice to the public as possible. Cancelled programs may or may not be rescheduled.

The Library schedules programs and events at Library facilities, off-site, and online. This policy governs all programs and events regardless of location.

Programming practices adhere to the Americans with Disabilities Act (ADA) and the American Library Association's Library Bill of Rights. ADA accommodations for programs are available with at least seven days' notice to the Library. Accommodations may be possible with less notice. (Adopted 9-12-12; Last Revised 8-20-19, Effective 9-1-19)

Policy 3 Comprehensive Review: Adopted 3-14-74; Last Revised 8-20-19,
Effective 9-1-19.

4—Library Administration

4-1 Board of Library Trustees

4-1.1 Goals and Objectives

The Board of Library Trustees (Board) and staff of the Palatine Public Library District (Library) develop a strategic plan, which includes goals and objectives for each fiscal year. The strategic plan is posted on the Library's website. The Board reviews progress on the goals at least once a year. (Adopted 12-11-85, Last Revised 09-17-19, Effective 10-1-19)

4-1.2 Powers of the Board of Library Trustees

The powers of the Board are enumerated in Illinois Library Law (75 ILCS 16/30), and may be amended by the Illinois State Legislature. A list of these powers is located in Appendix 4A. (Adopted 9-25-85, Last Revised 09-17-19, Effective 10-1-19)

4-1.3 Duties and Responsibilities of Trustees

Trustees represent the interests of the residents at large of the District. The role of Trustees as individuals, and as a Board, is detailed in Appendix 4B. (Adopted 9-25-85, Last Revised 09-17-19, Effective 10-1-19)

4-1.4 Orientation and Development

Each new Trustee receives an orientation to procedures, functions, and Board activities. These include but are not limited to receipt and review of relevant documents and information; tours of the Library and introductions to staff members; opportunities to attend Illinois Library Association (ILA) and American Library Association (ALA) conferences, workshops, and meetings conducted by the Reaching Across Illinois Library System (RAILS) and the Illinois State Library; and other meetings appropriate for gaining information on library issues of a national, state, and local nature. The Library will pay the membership dues for any Trustee who elects to join ALA, ILA, and/or United for Libraries. Trustee participation is encouraged. (Adopted 12-12-90, Last Revised 09-17-19, Effective 10-1-19)

4-1.5 Library District Safe Deposit Box

The Board maintains a safe deposit box in the name of the Palatine Public Library District. This box is accessible only to the Board officers or approved staff when accompanied by one of the above Trustees.

An **annual** inventory of contents of the box is made by two designated Trustees, one of whom is an officer of the Board. The inventory is kept in the lock box and a copy of the inventory is kept on file at the Library. (Adopted 1-9-91, Last Revised 09-17-19, Effective 10-1-19)

4-1.6 Verbatim Records of Closed Meetings

The Secretary creates a verbatim record of closed meetings in the form of an audio recording. At the conclusion of the closed meeting, the Secretary seals, dates, and identifies the recording. The Secretary deposits the recording in the Library's safe deposit box within **14** calendar days of the recorded meeting. No access to the recordings is permitted except in accordance with the Open Meetings Act. The Board considers approving the destruction of the recordings after 18 months during the semi-annual review of closed meeting minutes and verbatim records. (Adopted 12-10-03, Last Revised 09-17-19, Effective 10-1-19)

4-2 Executive Director

4-2.1 Duties and Responsibilities

The Executive Director is responsible for the operation and management of the Palatine Public Library District in accordance with the laws of the State of Illinois and within the guidelines established by the Board. The Executive Director's global duties are to hire competent personnel; to operate library facilities within the established budget; to achieve the greatest value while promoting patron-member satisfaction; and to advise the Board in all areas of responsibility. Appendix 4D contains an overview of the duties and responsibilities of the Executive Director. The Board maintains a complete job description for the Executive Director. (Adopted 12-11-85, Last Revised 09-17-19, Effective 10-1-19)

4-2.2 Compensation and Performance Evaluation

The Board reviews the performance of the Executive Director annually. The first appraisal takes place six months after initial employment. The Executive Director's salary is reviewed and established annually by the Board. (Adopted 1-12-77, Last Revised 09-17-19, Effective 10-1-19)

Policy 4 Comprehensive Review: Adopted 9-25-85; Last Revised 09-17-19, Effective 10-1-19.

APPENDIX 4A—The Role of the Board of Library Trustees

The powers of the Board of Library Trustees (Board) are governed by the Public Library District Act (the Act) of the Illinois State Statutes [75 ILCS 16/30-55], including, but not limited to, the following summaries:

- enact, amend, and rescind ordinances and make and adopt such bylaws, rules, and resolutions for their own guidance and for the government of the Library as may be expedient and not inconsistent with the Act
- have the exclusive control of the expenditure of all moneys collected for the Library and deposited to the credit of the Library funds
- have exclusive control of the construction of any Library building and of the supervision, care, and custody of the grounds, rooms, or buildings constructed, leased, or set apart for that purpose
- purchase or lease real or personal property, and construct an appropriate building or buildings for the use of the Library according to 75 ILCS 16/30-55.20
- remodel or reconstruct a building erected, purchased, or leased by the Board, when such building is in need thereof or is not adapted to its purposes and needs
- sell or otherwise dispose of real or personal property that it deems no longer necessary or useful for Library purposes under such terms as the Board deems best, but in no event on contracts extending over a period of more than 20 years, and to lease to others any real property not immediately useful to the district but for which plans for ultimate use have been adopted
- appoint and fix the compensation of a qualified librarian to act as administrator of the Library's operations including the authority to hire such other employees as may be necessary, to fix their compensation, and to remove such employees
- retain counsel and professional consultants as needed
- contract with any public or private corporation or entity for the purpose of providing or receiving Library service or performing any and all acts necessary and proper to carry out the responsibilities, the spirit, and the provisions of 75 ILCS 16/30-55.40
- join with the board(s) of one or more public libraries within this state in maintaining libraries or for the maintenance of a common library or common library services for the participants upon such terms and conditions as may be agreed upon by and between the participating library boards

- enter into contracts and take title to any property acquired by it for Library purposes
- exclude from the use of the Library any person who willfully violates the rules prescribed by the Board
- extend the privileges and use of the Library, including the borrowing of materials on an individual basis by persons residing outside of the District upon such terms and conditions set forth in Illinois Library law governing use of the library by nonresidents [75 ILCS 16/30-55.60]
- undertake programs for the purpose of encouraging the addition to the District of adjacent areas without local tax-supported library service and to expend funds for this purpose
- | • ~~provide by ordinance~~establish fines and penalties for
 - damage to any library material
 - damage to any property belonging to or in the custody of the Library
 - failure to return any book, material, or property belonging to or in the custody of the Library
- invest funds pursuant to Illinois state statutes
- exercise the power of eminent domain
- accumulate and set apart as reserve funds portions of the unexpended balances of the proceeds received from taxes or other sources, for the purpose of providing self-insurance against liabilities of the Library
- | • purchase membership for the Library or its Trustees in the Illinois Library Association, the American Library Association, or any nonprofit, non-political, 501(c)(3) associations, as designated by the federal Internal Revenue Service, having the purpose of improving library development and librarianship
- participate in the maintenance of a historical museum and library organized and maintained for the promotion of historical education within the District by any historical society or other civic body or corporation, upon such terms and conditions as may be mutually agreed upon by the Board and the governing board of such historical society or other such civic body or corporation

(Appendix referenced in Policy 4. Approved by PPLD Board of Trustees 1-13-99, Last Revised 09-17-19, Effective 10-1-19)

APPENDIX 4B—The Role of the Trustee

Trustees represent the interests of the residents at large of the District.

Duties and responsibilities of Trustees include, but are not limited to, the following:

- hire and supervise the Executive Director
- work with the Executive Director to create developmental goals for the Executive Director and review the performance of the Executive Director at least once a year
- develop and establish policy
- work with the Executive Director to prepare the annual budget and approve the annual working budget
- approve salary schedule changes
- approve and ensure adequate funding for all expenditures
- maintain accurate records of financial transactions and other Board decisions
- obtain information necessary for an adequate appraisal and understanding of the Library's programs and services, and assess how well the Library is meeting the needs of patrons
- direct observations or concerns regarding the operations of the Library to the fellow Trustees and/or Executive Director
- consider Library services and specific actions recommended by the staff
- establish and approve annual plans, goals, and objectives based on the needs of the Library
- select architects and approve preliminary and final plans and specifications for all new buildings, ~~and~~ additions, and major remodeling projects
- encourage development of community awareness of library services by establishing methods of communication that keep the public informed of the purpose, needs, and status of library service in the District
- keep informed on innovations in library services and operations through outside meetings, administration reports, or consultants
- attend Board meetings regularly and prepare in advance for the meetings

- orient new Board members
- comply with all applicable federal, state, and local statutes, ordinances, and regulations

(Appendix referenced in Policy 4. Approved by PPLD Board of Trustees 9-6-97, Last Revised 09-17-19, Effective 10-1-19)

APPENDIX 4C—United for Libraries Public Library Trustee Ethics Statement

Public library Trustees are accountable for the resources of the library as well as to see that the library provides the best possible service to its community.

Every Trustee makes a personal commitment to contribute the time and energy to faithfully carry out his/her duties and responsibilities effectively and with absolute truth, honor, and integrity.

- Trustees shall respect the opinions of their colleagues and not be critical or disrespectful when they disagree or oppose a viewpoint different than their own.
- Trustees shall comply with all the laws, rules and regulations that apply to them and to their library.
- Trustees, in fulfilling their responsibilities, shall not be swayed by partisan interests, public pressure, or fear of criticism.
- Trustees shall not engage in discrimination of any kind and shall uphold library patrons' rights to privacy in the use of library resources.
- Trustees must distinguish clearly in their actions and statements between their personal philosophies and attitudes and those of the library, acknowledging and supporting the formal position of the Board even if they disagree.
- Trustees must respect the confidential nature of library business and not disclose such information to anyone. Trustees must also be aware of and in compliance with Freedom of Information laws.
- Trustees must avoid situations in which personal interests might be served or financial benefits gained as a result of their position or access to privileged library information, for either themselves or others.
- A Trustee shall immediately disqualify him/herself whenever the appearance of or a conflict of interest exists.
- Trustees shall not use their position to gain unwarranted privileges or advantages for themselves or others from the library or from those who do business with the library.
- Trustees shall not interfere with the management responsibilities of the Director or the supervision of library staff.

- Trustees shall support the efforts of librarians in resisting censorship of library materials by groups or individuals.

Official Statement from United for Libraries, approved by the United for Libraries Board in January 2012

(Appendix referenced in Policy 4. Approved by PPLD Board of Trustees 1-13-99, Last Revised 09-17-19, Effective 10-1-19)

APPENDIX 4D—The Role of the Executive Director

Duties and responsibilities of the Executive Director include, but are not limited to, the following:

- identify needs of the Library and prepare long-term and strategic plans to meet the needs of District residents; develop goals and objectives; and ensure implementation of plans with regular reporting to the Board
- ~~recommend new or revised policies and carry out the policies, decisions, and plans of the Board~~
- ~~assist with preparation of~~ the annual working budget and tax levy for approval by the Board; ~~and~~ administer the budget approved by the Board
- exercise responsibility for supervision, performance, evaluation, salary review, and compensation of all personnel; hire, and manage, and dismiss direct reports employees; readjust working hours and staff assignments; and recommend changes in salary schedules to the Board for approval
- ~~exercise the right and responsibility to readjust working hours and staff assignments from time to time as the needs of the Library may require, and to reassign employees to other departments and Library facilities or to remove an employee when necessary~~
- recommend new or revised policies and carry out the policies, decisions, and plans of the Board
- act as an advisor to the Board on the professional aspects of library service
- ~~attend all Board meetings except those portions at which the evaluation, appointment, or salary of the Executive Director is to be discussed~~
- orient new Trustees and serve as an ongoing resource
- ~~identify needs of the Library and prepare long-term and strategic plans to meet the needs of District residents; develop goals and objectives~~
- prepare reports and legal documents pertinent to the Library; ensure that the Library complies with all applicable federal, state, and local statutes, ordinances, and regulations
- ~~ensure that the Library complies with all applicable federal, state, and local statutes, ordinances, and regulations~~
-

- serve as the public face of the Library, coordinating with other governmental agencies, the Friends, the Foundation, and the community organizations
- ~~oversee promotion of library services to the community~~
- ~~oversee selection and purchase of resources, including use of technology to support and facilitate services~~
- ~~oversee library operations~~
- ~~exercise responsibility for supervision, performance, evaluation, salary review, and compensation of all personnel; hire and manage direct reports; recommend changes in salary schedules to the Board for approval~~
- ~~exercise the right and responsibility to readjust working hours and staff assignments from time to time as the needs of the Library may require, and to reassign employees to other departments and Library facilities or to remove an employee when necessary~~
- attend those professional meetings that may be beneficial to the Library, and maintain communications with the library community
- attend all Board meetings except those portions at which the evaluation, appointment, or salary of the Executive Director is to be discussed

(Appendix referenced in Policy 4. Approved by PPLD Board of Trustees 12-11-85, Last Revised 09-17-19, Effective 10-1-19)



RESOLUTION NO. 2021-02

RESOLUTION AUTHORIZING PUBLIC LIBRARY NON-RESIDENT CARD PARTICIPATION AND FEES

WHEREAS, the State of Illinois has enacted the Illinois Public Library District Act [75 ILCS 16/30-55.60], which grants power to the Board of Trustees, including the power to extend the privileges and use of the library to non-residents and the power to charge a fee for non-resident use thereof; and

WHEREAS, the Board of Trustees of the Palatine Public Library District has determined for the 2019 calendar year to participate in the non-resident reciprocal borrowing program of its regional library system and to issue nonresident library cards; and

WHEREAS, the Illinois Administrative Code [23 ILAC 3050.60(b)], sets forth the tax-bill method for calculating a non-resident fee so as to ensure the fee charged is equal to the cost paid by residents of Palatine;

NOW, THEREFORE, BE IT RESOLVED by the Board of Library Trustees of the Palatine Public Library District, Cook County, Illinois, as follows:

Section 1: Individuals residing beyond the jurisdictional boundaries of the Palatine Public Library District whose closest public library is the Palatine Public Library District, and not residing within the boundaries of another public library, and owning no taxable property within the jurisdictional boundaries of the Palatine Public Library District, may purchase a non-resident fee card calculated using the Tax Bill Method [23 ILAC 3050.60(b)].

Tax Bill Method:

- **Non-Resident Taxpayer:** The library tax rate or equivalent, including all special levies, is applied to the non-resident property owner's principle 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.
- **Non-Resident Renter:** The library shall charge 15 percent (15%) of the monthly rent as the annual non-resident fee. The renter shall provide to the public library a current rent receipt or a cancelled rent check for verification purposes.



Section 2: The Library shall notify the regional library system within 30 days of the adoption of this Resolution, stating (a) the effective date of this Resolution, (b) the beginning and ending dates of the 12-month period of validity for non-resident library cards issued pursuant to this Resolution, and (c) the fee formula as set forth herein.

Section 3: This Resolution shall be in full force and effect upon its adoption, approval, and publication as provided by law, and remain in full force and effect until further action by the Board of Trustees.

Adopted this 20th day of October, 2020.

President, Board of Library Trustees
Palatine Public Library District

Secretary, Board of Library Trustees
Palatine Public Library District



STATE OF ILLINOIS)

) SS.

COUNTY OF COOK)

SECRETARY'S CERTIFICATE

I, the undersigned, the duly qualified and acting Secretary of the Board of Library Trustees of the Palatine Public Library District, Cook County, Illinois, and the keeper of the records thereof, do hereby certify that attached hereto is a true and correct copy of a Resolution adopting the nonresident library card participation and rates, being a Resolution entitled:

RESOLUTION NO. 2021-02

**Resolution Authorizing Public Library
Non-Resident Card Participation and Fees**

adopted at a regular meeting of the said Board of Library Trustees at which a quorum was present held pursuant to the Illinois Open Meetings Act on the 20th day of October, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand this 20th day of October, 2020.

Secretary, Board of Library Trustees
Palatine Public Library District