DECATUR PUBLIC LIBRARY BOARD OF TRUSTEES Thursday, August 19, 1999 4:30 p.m. AGENDA

- I. Call to order Shirley Moore, President
- II. Approval of minutes
 - A. Regular meeting of July 15, 1999
- III. Communication from the public
 - IV. City Librarian's report
 - V. Reports of committees
 - A. Personnel, Policy, and Public Relations Committee
 - 1. Meeting of August 5, 1999
 - B. Finance and Properties Committee
 - 1. Approval of bills for July 1999
 - 2. Approval of payment to Mid-States General & Mechanical Contracting Corporation
 - Approval of payment to Craftmasters, Inc. for re-roofing work for \$35,210.00
 - 4. No meeting
 - C. Grand Opening Committee
 - D. Rolling Prairie Library System
 - 1. Report on August 1999 system board meeting
 - E. Friends of the Library
 - 1. No meeting
 - F. Foundation
 - 1. No meeting
- VI. Standards for Illinois Public Libraries
 - A. Chapter I Core Standards
- VII. Old business
- VIII. New business
 - IX. Adjournment

DECATUR PUBLIC LIBRARY BOARD OF TRUSTEES July 15, 1999

I. CALL TO ORDER

The meeting was called to order at 4:30 p.m. by Shirley Moore, President. Members present: Mrs. Moore, Sherri Arnold, Wayne Dunning, Mark Gibson, Mary Gladney, Judi Moss, and John Stengel. Absent: Patricia Greanias and Russell Reimer. Staff present: John Moorman, Susan Hemp, and Linda Humphreys.

II. APPROVAL OF MINUTES

The minutes of the meeting of June 17, 1999 were approved as mailed.

III. COMMUNICATION FROM THE PUBLIC

No one from the public addressed the Board.

IV. CITY LIBRARIAN'S REPORT

The City Librarian's written report was previously mailed.

Mr. Moorman reported that the move to the new library will begin August 16, 1999. Everything in the new library should be completed by July 30, 1999, except the stairway, which will be finished August 13, 1999. Some of the existing Herman Miller furniture needs refurbishing and will be moved to Springfield August 12, 1999 for that purpose. Computer networks for the public need to be shut down on August 12, 1999 for the move. The consensus was to approve that action. The new parking lot will be sealed and striped in the coming week.

V. REPORTS OF COMMITTEES

Personnel, Policy, and Public Relations Committee: The committee met July 8, 1999. Mrs. Moss reported that the committee revised the meeting room policy. The committee agreed to increase the meeting room fees to \$25 for the large conference room for up to 4 hours and \$15 for up to 4 hours for the smaller rooms. Mrs. Moss made a motion to approve the action as stated. The motion was seconded by Mrs. Gladney and unanimously carried on roll call vote.

The committee also reviewed a job description for the new position in the children's division. Mrs. Moss made a motion to approve the new job description as presented for Information Specialist--Children's Services. The motion was seconded by Mr. Gibson and unanimously approved.

Regarding signage for the new library, Mrs. Moss made a motion to authorize an expenditure of \$14,450 for a new library sign to be placed on the column on the Franklin Street side of the building. Mrs. Arnold seconded the motion which was unanimously approved on roll call vote.

Mrs. Moss reported that the committee began the performance evaluation of the City Librarian.

Finance and Properties Committee: Mr. Stengel made a motion to approve the June bills. The motion was seconded by Mrs. Gladney and unanimously carried on roll call vote.

Mr. Stengel made a motion to authorize himself and Mr. Gibson to approve the bills for July 1999 for Craftmasters (estimated \$14,000) and MidStates General & Mechanical Contracting Corporation (estimated \$340,000). The motion was seconded by Mr. Dunning and unanimously approved on roll call vote.

The committee did not meet.

Rolling Prairie Library System: Mrs. Moore attended the meeting.

Friends of the Library: The Friends met July 14, 1999. They are proceeding with plans for parking in the lot at the new library during the Decatur Celebration as a fundraiser for the Friends and the Boy Scouts.

Foundation: The Foundation Board of Directors did not meet.

VI. OLD BUSINESS

There was no old business.

VII. NEW BUSINESS

Mrs. Arnold made a motion to adjourn to closed executive session to discuss the employment of an employee. The motion was seconded by Mr. Dunning and unanimously approved on roll call vote. The Board went into executive session at 5:25 p.m.

Mr. Moorman suggested that the limit on videos be increased through the move. The consensus was to allow library users to check out 8 videos per person through August 13, 1999.

The next meeting is scheduled for August 19, 1999. Since the library will be closed for moving at that time, and since the new library will not yet be open, the next meeting will be held at 101 South Main Street, Suite 200.

VIII. ADJOURNMENT

Mrs. Moore adjourned the meeting at 5:35 p.m.

Respectfully submitted,

Mary Gladney, Secretary

Decatur Public Library Board of Trustees

City Librarian's Report

For the August 19, 1999 Meeting

of the

Decatur Public Library Board of Trustees

This report will be a brief update on library activities as all staff members are actively packing and getting ready for the move into our new main library facility at 130 North Franklin Street. The main library will be closing on Friday, August 13 at 5:00 p.m. and our move into the new facility will begin on Monday, August 16. Moving activities will take place on Monday - Friday from 6 a.m. until 6 p.m. I wish to commend all staff for their hard work and cooperation in recent days as we prepare for this monumental task. I particularly wish to commend the planning and work of the Move Committee under the leadership of Karen Anderson and the work of Larry Harris and his staff in working with many aspects of move preparation. Karen Anderson and Lee Wiley have spent considerable time in recent weeks completing lists of furnishings to be moved into each division in the new building. They have talked with each division head and made changes or adjustments where needed. They have also taken a furniture inventory in the lease space to assist with the move process. This has been a vital part of the move process.

The work on the new building is running behind schedule. The scheduled completion date for the project was July 27. Due to problems with the procurement of several items such as the central staircase, this schedule was not met. As of August 11, it appears that most of the work will be completed by August 14. What will remain will be the carpeting of several areas, the hanging of wall coverings in two rooms, and primarily finishing details. Most of this work should be completed by our September 7 opening date. New service desks and other furniture is schedule to be delivered and installed during the move process. Due to sub-contractor difficulties, the installation of our front entry and interior entry doors will not be completed until late September and we will have temporary exterior doors until that time.

Due to the upcoming move, the Technical Services Division has stopped the placement of book orders and the catalog department has stopped work on any extra projects except those which get materials out of the department and into circulation to keep any cataloging backlog to a minimum before the move. During the month 1,390 volumes were added to the collection.

There continue to be mechanical problems with both bookmobiles and both were off the road during the month. Both our bookmobiles are past their normal use expectancy and can not be expected to survive many more years of use.

Judy Ellison read to clients at Macon Resources during the month and taped a conversation with Orv Graham. She has scheduled several school visits prior to the beginning of the school year to talk to faculty members about library services, targeting schools that are bookmobile stops. Extension staff members will be reading to clients at Aspen Ridge Health Care on a monthly basis.

City Librarian's Report August 19, 1999 Page 2

All of the government documents to be discarded have been placed on an electronic weeding list and nearly all of that material has been discarded. Fewer than 10 documents have been requested by and sent to other depository libraries. The library's "depository profile" on the GPO website has been updated to reflect our new address so that depository boxes will continue to arrive at the new building.

The Local History Room was closed to the public on July 31 to facilitate readiness for the move.

Dayle Irwin staffed an information booth at the recent cancer fund-raiser with information about cancer and the library. Bev Hackney was interviewed July 31 by WAND TV about the library's move.

Amy Fuller and Sherry Mallory of the Adult Division attended a video conference on reader's advisory functions on July 29 at the Lincoln Trail Libraries System office in Champaign. Amy is working on ideas for Teen Read Week and is researching ideas for YA programming, book talks and displays.

On July 19, Robyn Hendricks did a series of library tours for three groups of special-needs teens participating in Earth Project. On August 2, Sue Hemp met with a group of Japanese students from Tokorozawa, Decatur's sister city, and their host families. She gave them a library tour and the students then presented the library with several books they had brought from Japan.

DECATUR PUBLIC LIBRARY

Monthly Circulation Statistics

July 1999

	July 1999	July 1998	% Change
Location	1999	1990	* Change
CENTRAL LIBRARY, PRINT			
Adult	25,101	22,605	11.0
Young Adult	1,510	1,411	7.0
Children's	17,729	18,131	-2.2
TOTAL	44,340	42,147	5.2
EXTENSION PRINT			
Bookmobile 548	4,035	4,348	-7.2
Bookmobile 549	1,805	2,585	-30.2
Outreach	445	292	52.4
TOTAL	6,285	7,225	-13.0
TOTAL PRINT	50,625	49,372	2.5
NON-PRINT			
Videocassettes	8,540	7,505	13.8
Audiocassettes	2,652	2,868	-7. 5
Recordings	2,207	2,014	9.6
TOTAL	13,399	12,387	8.2
Extension Non-print	1,078	1,203	-10.4
TOTAL NON-PRINT	14,477	13,590	6.5
Renewals	773	462	67.3
TOTAL CIRCULATION	65,875	63,424	3.9

DECATUR PUBLIC LIBRARY

12 Month Circulation Statistics

July 1999

Location	Current Year	Last Year	% Change
CENTRAL LIBRARY, PRINT			
Adult	251,424	267,477	-6.0
Young Adult	12,161	13,904	-12.5
Children's	144,932	158,844	-8.8
TOTAL	408,517	440,225	-7.2
EXTENSION PRINT			
Bookmobile 548	85,180	87,899	-3.1
Bookmobile 549	28,950	31,843	-9.1
Outreach	4,694	5,495	-14.6
TOTAL	118,824	125,237	-5.1
TOTAL PRINT	527,341	565,462	-6.7
NON-PRINT			
Videocassettes	85,682	84,654	1.2
Audiocassettes	29,605	30,506	-3.0
Recordings	23,796	22,098	7.7
TOTAL	139,083	137,258	1.3
Extension Non-print	11,128	11,390	-2.3
TOTAL NON-PRINT	150,211	148,648	1.1
Renewals	8,795	8,142	8.0
TOTAL CIRCULATION	686,347	722,252	-5.0

STATISTICAL REPORT July 1999

TECHNICAL SERVICES

New book volumes added: 1,216
New book titles added: 736
AV titles added: 133
Volumes withdrawn: 417
Books mended: 779

PERSONNEL ACTIVITY:

7/22/99 Beth Kent, Head of Circulation Division, resigned

8/2/99 Christine Stern appointed as Head of Circulation Division

CURRENT VACANCIES: Building Custodian (half-time), Telephone Page

(half-time), Library Page (half-time)

NEW PATRONS REGISTERED: NOT AVAILABLE

PROFESSIONAL ASSISTS: this 12 months to date: 83,278

last 12 months to date: 87,070

PATRONS IN THE BUILDING: this 12 months to date: 325,646

last 12 months to date: 358,417

VOLUMES PURCHASED: this 12 months to date: 19,864

last 12 months to date: 18,992

VOLUNTEERS: 25 volunteers worked 265 hours

COMPUTER USAGE BY LIBRARY PATRONS:

Internet usage: 892 patrons, 1628 time slots

Word processing usage: 138 patrons, 270 time slots

July 27,1999

Dear Mr. Moorman,
We would like to thank you for the
opportunity to town the new library.
It was exciting to see all the progress
that has been made. What a beautiful
library it is becoming!
library it is becoming!
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Your thoughtfulness meant so much.

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Personnel, Policy and Public Relations Committee August 5, 1999

Judi Moss called the meeting to order at 4:30 p.m. Members present: Mrs. Moss, Sherri Arnold, Mark Gibson, and Shirley Moore. Absent: Patricia Greanias. Staff present: Linda Humphreys and John Moorman. Others present: John Stengel.

Evaluation of City Librarian: Mr. Gibson made a motion to adjourn to closed executive session to evaluate the performance of the City Librarian. The motion was seconded by Mrs. Arnold and unanimously carried on roll call vote. The committee went into closed session at 4:30 p.m. The meeting was reconvened at 5:25 p.m.

Meeting room policy: The committee reviewed changes to the revised meeting room policy. The room capacities are still needed from the Fire Marshall. The consensus was to recommend the revised policy to the Board for approval.

There was no further business. The meeting was adjourned at 5:35 p.m.

Respectfully submitted,

John A. Moorman, City Librarian



STATEMENT OF POLICY FOR USE OF MEETING ROOMS

- 1. The Decatur Public Library welcomes the use of its meeting rooms by organizations engaged in religious, charitable, scientific, literary, or educational activities.
- 2. Meetings must be free and open to the public. There shall be no solicitation for donations at the meetings.
- 3. Requests for use of a meeting room must be made at least one week but not more than one year prior to the meeting date.

 The request should be submitted on the form provided by the Library. Meeting rooms can be booked tentatively by phone, but the completed application and payment must be received within three (3) working days.
- 4. Meeting rooms are normally available from Monday through Friday from 9 a.m. until 9 p.m. and Saturday from 9 a.m. until 5:30 p.m. Special arrangements can be made for using the rooms earlier or later than the times listed. The charge for rental of the J. Elizabeth Madden Auditorium (seats) is \$25 for up to four hours. The charge for rental of the A.E. Staley Jr. Manufacturing Company Conference Room (seats) is \$15 for up to four hours. The fee must be paid at the time the application is made.
- 5. Organizations may rent Library meeting rooms as many as twelve times per calendar year.
- 6. If food or beverages are served, the organization using the room is responsible for clean-up. Alcoholic beverages and smoking are prohibited in the Library.
- 7. The Library is not responsible for personal belongings left in the meeting rooms.
- 8. Free on-site parking is available.
- 9. An organization not abiding by the regulations and policies governing the use of the meeting rooms may lose their privilege of use in the future.

--approved by the Library Board of Trustees

APPLICATION FOR USE OF THE MEETING ROOMS

Name of Organization
Contact Person
Address
Telephone(home)(business)
Date room desired
Time to a.m. p.m.
☐ J. Elizabeth Madden Auditorium (seats) ☐ A.E. Staley Jr. Manufacturing Company Conference Room (seats)
Purpose of meeting
Expected attendance
Equipment needed: lectern
Do you plan to serve food at the meeting? \square yes \square no
The Library reserves the right to adjust accommodations as needed. In the event of a library building emergency or a weather related emergency, meetings may be cancelled.
Use of the Library's meeting rooms does not constitute Library endorsement of viewpoints expressed by participants in the program. Advertisements or announcements implying such endorsement are not permitted.
Organizations using the Library's meeting rooms must comply with all applicable state and federal laws, such as hiring an interpreter or providing auxiliary aids required under the Americans with Disabilities Act when requested by the public.
Library staff will not take or deliver messages for meeting participants.
I have read and understand the policy use statement. I also declare that I/the organization will be responsible to the Decatur Public Library for any damage to Library property incurred during or in connection with this meeting.
date of application signature
Amount paid Approved by

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DATE OF REQUEST	VENDOR	AMOUNT	CHECK	CHECK	DESCRIPTION		
07/23/1999 07/23/1999 07/30/1999 07/19/1999	CRAFTMASTERS PSA ASSOCIATES TA BRINKOETTER E SONS, INC. 3M LIBRARY SYSTEMS	13 • 144 • 00 8 • 03 7 • 11 2 • 100 • 00 12 • 610 • 00	124615 124626 124935 124946	07/23/1999 07/23/1999 07/30/1999 07/30/1999	BUILDINGS ARCH AND ENGINEERI SERV-BUILDINGS OFFICE MACHINERY A	ING SERVICES AND EQUIPMENT	
	TOTAL	35,891,11					
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TOTAL		00.	48,010.25	197,769.47		192,041,00	5,728.47- 103
INTER GOVERNMENTAL REVENUE							
30200-107 STATE GRANTS OR OTHER		00.	7,500.00		•00 30•	30,000,00	30,000.00
TOTAL		00.	7,500.00		•00 30	30,000,00	30,000.00
INVESTMENT INCOME							
30700-101 INVESTMENT INTEREST		862.32	870.00	2,247,30		2,280,00	32.70 98
TOTAL		862.32	570.00	2,247,30		2,280.00	32.70 98
FUND TOTAL		862.32	56,080,25	200,016.77		224,321.00	24,304,23 89
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DECATUR PUBLIC LIBRARY	PERIOD ENDI	NDING 19990731				
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FUND BALANCE				363	=0H-Z83	100
30001-000 BEGINNING FUND BALANCE	00.	84,883,75	340,117,00	994699900	200	3
TOTAL	00.	84,883.75	340,117.00	339,535.00	582.00-	100
	10.282.586.1	631.407.25	1,282,584.94	2,405,629.00	1,123,044.06	53
30100-107 PRUPERIY IAX-LIBRARY	12021	30 607 107	76 785 686 1	2.405.629.00	1,123,044,06	53
TOTAL	1,282,584.94	67.104.109	14505470741			
INTER GOVERNMENTAL REVENUE	- 1		10 .00	00 000 000	129.716.96	35
30200-104 REPLACEMENT TAX	44•713•76	50,000,00	00.	104,000,000	104,000.00	
TOTAL	44,713.76	76,000.00	70,283.04	304,000,00	233,716.96	23
FINES AND FEES					69-610-69	,
30500-509 LIBRARY FINES AND FEES 30500-510 LIBRARY NON-RESIDENT FEES 30500-511 LIBRARY LOST AND DAMAGED BOOKS	6,494.15 75.00 711.64 788.35	18,500,00 125,00 1,000,00 437,50	15,389,51	4,000.00 4,000.00 1,350.00	2,052,49	0447 00000
-	1,198,68	22,187.50	20,921.52	88,750.00	67,828.48	2
TRANSFERS FROM			A THE PARTY OF THE			
į.	00.	1,500.00	00.	00.000.9	00.000.9	
TOTAL	00.	1,500,00	00.	00.000.9	6,000.00	
INVESTMENT INCOME				000	77-747-67	13
30700-101 INVESTMENT INTEREST	3,792.11	9,500,00	5452693	00.000.600		
TOTAL	3,792.11	0,500,00	5,252,33	38,000,00	32,747.67	13
1	10,803,58-	875.00	1,002,95	3,500,00	2,497.05	28 16
0800-899 MISCELLANEUUS	10-803-58-	1.625.00	1,507.95	6,500.00	4,992.05	23
IUIAL			r		20.547.74.1	24
FUND TOTAL	1,329,555.05	797,103,50	1,720,666,78	391009414000	774011111111111111111111111111111111111	

GLA3010		0 117	FOECATU	œ			PAGE	48
	REI	REPORT OF EXPEND	TO 800G	ET FY 1	0002-666			
40000 DECATUR PUBLIC LIBRARY				FUND	20 DECATUR PU	UBLIC LIBRARY	1/16/70	1999
OB DESCRIPTION SALARIES & WAGES	ANNUAL	EXPENDITURES	YEAR-TO-DATE EXPENDITURES	Y-T-0 BUDGET	UNEXPENDED BAL ANCE	ENCUMBRANCE	UNENCUMBERED BALANCE	PRCNT COMM
REGULAR SALARI HOLIDAYS	1,513,748	94,396.71	276,156,38	378,437		000		18.2
S SICK TIME S VACATION TIME	00	3.1	1.83		9.39		1.8	1
	1,513,748	110,429,41	5,412.4	378,437	8,335.5	0	1,188,335,55	21.5
PERSONA					1			
2 DVERTIME 2 TEMPORARY SAL	10,90	1,296.8	3,422.5	5,72	7,477.4	000	7,477.4	-8-
4 RETIREMENT-IMRF 1 LIFE INSURANCE 2 MEDICAL INSURANC	4,56	183.4 64.8 545.5	740	23	738.5	000	4,018.7 738.5 0,035.0	106
113 UNEMPLOYMENT COMPENSATION 114 WORKERS COMPENSATION 115 SERVICE RECOGNITION	10,285		20	2,571	~	000	1-	25.9 25.4 25.4
CONTRACTUAL SERVICES	.81		,227.3	• 70	,586.6	0	,586.6	0
ADVERTISING	25		7.66	9	1149.7	3.9	153.6	- 4
SERV-BUILDINGS SERV-IMPROVEMENTS	200	39.1 95.0	227.7	SING	772.2	900	95.0	110
-212-SERV-AUTO-EQUIPMENT 213 SERV-OFFICE EQUIP 230 MIS SERVICES	10000 2224 20000 20000 20000	761.50 691.86 1,867.08	7,612.02	2,500	2,214,50 2,387,98 16,803,76 50,854,88	1,029,91	2,214,50 1,358,07 16,803,76 50,854,88	255.0 255.0 25.0 25.0
GAS	3,50	,466.5	0,343.4	,37	,500-0	00	\$656.6	9
WATER AUDITING SERV	1,25	00	283.3	31	966.6	000	50000	7
TRAINING SCHOOL CONFERENCES AND OTHER POSTAGE	200	0040	1,191,004	DUNC	808 808 900 900 900 900 900 900	DOMO	15000	35.0
COMPOSEK SUFSMAKE EXPENS -TEMP-PERSONNEL-SERVICES -TITTON OFINASIO SEMENT			142.2	725	857		657-7	4
TRAVEL EXPENSE FOR INTERVIES OTHER PROFESSIONAL SERVICES	200	2000	22,676.55	S	573	000	1,000-0	29.1
-PROFESSIONAL-MEMBERSHIP-FE RENIAL-D P EQUIPMENT RENIAL-EQUIPMENI	2,60 0,00 6,80	1.80	90.0 84.3	200	0,000.0 0,000.0 3,015.6	0.00	0000.0	. +
	3,75	63.3	445.7	6.	5,309.2	10,500,15	0.608.4	
COMMODIT				·	9		2100	-
310 GASOLINE 312 JANITARIAL SUPPLIES 320 MATERIAL BLOGS 337 MATERIAL TO MAINT AUTO FOUIP	3,000 4,000 7,000 3,500	217.13 243.10 3,586.24 2,155.39	680.94 993.21 4,079.38 2,240.93	1,500	2,914,00 5,006,79 2,920,62 1,259,07	000	5,906.79 2,9006.79 2,920.62 1,259.07	2403
57 EMPLOYEE RECOG	20	0	0	5	200.0	0	200.0	- 1
	54,700		5	13,675		2,860.82	39,135,59	28.5
OTHER CHARGES 15 TRANSFER TO GEN 18 MOTOR-VEHICLE-I	050	208	0 00	300	900.00	000	900.00	2550
INSURANCE Y INSURANCE		12.75	38.2	3	114.7	00	14•7 93•7	n n
		And the second s	A AS AN ORNAR MENTAL SERVICE AND A SERVICE MAN ASSESSMENT ASSESSMENT AND A SERVICE MAN ASSESSMENT AND A SERVICE MAN ASSESSMENT		A STATE OF THE PERSON NAMED IN COLUMN TWO IS NOT THE OWNER, THE PERSON NAMED IN COLUMN TWO IS NOT THE OWNER.	expenses descriptions of the contract of the c	The state of the s	

THEY EXPENDITURES IN BUDGET 1 CONTINUES	GLA3010		1	ر د				PAGE	64
CAPTIAL NUMBER CAPTIAL	DECATUR PUBLIC	.	6	2	FUN FUN	ATUR			6661,
493 SEMELE ALTAULITY INSURANCE 6:035 1:008-70 1:	DESCR	ANNUAL BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	Y-T-D BUDGET	UNEXPENDED BALANCE	ENCUMBRANCE		PRCNI
CAPITAL OUTLAY CAPITAL OUTLAY	23 GENERAL	6,435	536.25	1,608.75	1,608	4,826.25	1,357.90		33
### DIVISION TOTAL ** 2.946.879 2 47.7920.99 644.806.93 712.215 2.203.992.07 16.110.87 2.187.881.20 2	1	24,867	•	5,216.73	6,215	19,650.27	1,357,90		26.4
### DIVISION TOTAL ** 2.848.879 247.970.99 644.886.99 712.215 2.203.992.07 16.110.87 2.187.881.20 2	15 OFFICE MACHINERY AND		00•	38	12,248	48,157,00	1,392.00		
### DEFICIONICALS 372.000 244.619.64 691.23.65 93.000 302.876.1500 21.88.79		48,995	00.	38	12,248	48,157.00	1,392.00		
*** DIVISION TOTAL **	BOOKS AND PERIOR AV-PHONODICS	372,000	24,610		93,000		And the second of the second o		18.
** DIVISION TOTAL ** 2.848.879 247.970.99 644.886.93 712.215 2.203.992.07 16.110.87 2.187.881.20 23	MAG/PAPERS-MAIN ADULT MAG/PAPERS-MAIN YOUTH MAG/PAPERS-MAIN YOUTH MAG/PAPERS-MAIN REFERENCE MAG/PAPERS-MAIN PROFESSI	00000	20,663 850 1,339 9,133		00000	10,249.59- 10,249.59- 10,249.59-			
DIVISION TOTAL ** 2.848,879 247,970.99 644,886.93 712,215 2,203,992.07 16,110.67 2,187,881.20 23,	MAG/PAPEKS-EXIE	000.278	61.541	108.043.01	93,000	63		1	29
	DIVISION TOTAL	,848,8	47,970.9	644,886.93	712,215	203,992.0	16,110.87	2	e a
			3						

口	GLA3030 FUND 21		REVENUE	OF DECATUR FY	1999-2000			4	PAGE 18	
- "	*****		PERIOD EN	ENDING 19990731						
to 4	ACCT. DESCRIPTION		MONTHLY	Y-T-D ESTIMATE	X-T-0		ANNUAL U	UNREALIZED BALANCE	REAL	
n 0										
7	30001-000 BEGINNING FUND BALANCE		00.	95,409,25	663,335.	31	381,637,00	-18.869.31-	_	7.3
0 0	TOTA		00.	95,409,25	663,335	•31	381,637.00	281,698.31-	•31- 173	3
5	TRANSFERS FROM									
1. 2.	30600-726 TRANSFER FROM FD 35-BLDG	LEASE	00.	27,500.00		•00 110	110,000,00	110,000,00	00•	
100	3 TOTAL		000	27,500.00		•00 110	110,000.00	110,000.00	00.	
₹ 9	INVESTMENT INCOME									
1.75	30700-101 INVESTMENT INTEREST		1,475.27	100.00	2,280	,280.02	400.00	4,880.02	•02- 320	0.
77 6	7 TOTAL		1,475.27	100.00	5,280	,280.02	400.00	4,880.02	•02- 320	0.
0	OTHER INCOME							5		
S 41	30800-805 CONTRIBUTIONS AND DONATIONS	ONS	11,531,53	125,000.00	19,781,50,133.8	53	000.000.009	480,218	. 47	4
1 8	TOTAL		31,891.64	125,000.00	69,919	,915,36 500.	00.000.00	430,084.64	.64 1	4
124	TRANSFERS IN									
10	30900-900 BOND OR NOTE PROCEEDS		000	100,000.00		• 00 +	400,000,00	400,000,004	• 00	
Dist.	IOTAL	Company of the Control of the Contro	00•	130,000.00		•00 400	400,000,00	400,000,004	•00	
8 8	FUND TOTAL		33,366.91	348,009.25	738,530	.69 1,392	,037.00	653,506.	31	53
	THE PARTY OF THE PARTY OF THE PARTY OF THE PROPERTY OF THE PARTY OF TH	THE RESERVE OF THE PROPERTY OF	THE PROPERTY OF THE PROPERTY O	DE LEGANISTIANA PER PERSONAL SIANO	COLUMN TO THE PROPERTY TO A MANAGEMENT OF THE PROPERTY OF THE	NACIONALIZATION DE SENTINO POR PROPERTO DE SENTINO DE S	TOTAL THE PROPERTY OF THE PROP		***************************************	
	GLA3010		-	CATU					PAGE	50
- 2	40000 LIBRARY CAPITAL EXPENDITURES		REPORT OF EXPENDITURES	liukes in Bundei	FUN	1999-2000 D 21 LIBRARY CA	CAPITAL		07/31/1999	6661,
0 4 6	OB CD DESCRIPTION	ANNUAL BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	Y-T-D BUDGET	UNEXPENDED BALANCE	ENCUMBRANCE		UNENCUMBERED BALANCE	PRCNT
9	CONTRACTUAL SERVICES	A SANCE AND A SANCE AND ADDRESS OF THE PARTY								
0 0	210 SERV-BUILDINGS 237 ARCH AND ENGINEERING SERVICES 280 OTHER PROFESSIONAL SERVICES	000	2,100.00 8,037.11 .00	2,100.00 57,318.96 2,264.00	000	2,100,00- 57,318,96- 2,264,00-	6,852.50		2,100,00- 57,318,96- 9,116,50-	
2 :		0	10,137.11	61,682,96	0	61,682.96-	6,852		.535.46-	
<u> </u>	3				001	00 191 970			151,00	24.7
2 5	502 BUILDINGS 515 OFFICE MACHINERY AND EQUIPMENT	1,282,036	13,144,00	316,885,00	320,509	25,610,00-	8,222,39	1	33,832,39-	/•+7
1.6	AND THE RESIDENCE OF THE PROPERTY OF THE PROPE	1,282,036	25,754.00	342,495.00	320,509	939,541.00	8,222,39		931,318.61	4.12
(, 17	** DIVISION TOTAL **	1,282,036	35,891.11	404,177.96	320,509	877,858.04	15,074,89	862	,783.15	32.7
Ja 4 :		The distance was the same and t	THE REAL PROPERTY AND ADDRESS OF THE PARTY AND							
111 8					A THEORY AND THE PARTY AND THE				A STATE OF THE PERSONS ASSESSED.	
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GLA3030 FUND 31		REVENUE	OF DECATUR FY 1999-2000 REPORT	1999-2000				PAGE 27	
DPL BOND CAPITAL FUND		PERIOD EN	ENDING 19990731						
ACCI. DESCRIPTION		MONTHL Y ACTUAL	ESTIMATE	X-T-D ACTUAL		ANNUAL U	UNREALIZED % BALANCE REAL	REAL	
FUND BALANCE									
30001-000 BEGINNING FUND BALANCE		00.	503,361,25	1,728,216,67		2,013,445.00	285,228,33		
TOTAL		00.	503,361.25	1,728,216.67		2,013,445.00	285,228,33	1.33 85	
INVESTMENT INCOME 30700-101 INVESTMENT INTEREST		2,958.02	1,750.00	13,168.28		7,000,00	6,168,28-	3.28- 188	
TOTAL		2,958.02	1,750,00	13,168,28		7,000.00	6,168,28-	3.28- 188	
FUND TOTAL		2,958,02	505,111,25	1,741,384.95		2,020,445,00	279,060.05	86.	HHIRDHOOL SHAMOOFF AS
		>	п Т	α				PAGE	61
GLA3010	REI	OF EXPEND	TO BUDGE	ΕΥ	1999-2000				
ADDOD DEL-BOND CAPITAL FUND				FUND	31 OPL BOND CAPITAL FUND	CAPITAL FUN		07/31/1999	666
ESCRIPTION	ANNUAL	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	Y-T-D BUDGET	UNEX PENDED BAL ANCE	ENCUMBRANCE		UNENCUMBERED PRCNT BALANCE COMM	SO SE SE SE
CAPITAL OUTLAY	2.020.445	323,171.00		505,111	730,998.00		.00 730		63.8
	2,020,445	323,171.00	1,289,447.00	505,111	730,998,00		•00 730	730,998,00	63.8
** DIVISION TOTAL **	2,020,445	323,171,00		505,111	730,998,00		267 000	730,998.00	63.8
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	And the states of the states o					edinamentale mente de la construe de			
					And the second control of the second control				
	And the second of the second o	THE RESIDENCE AND ADDRESS OF THE PROPERTY OF T			A THE RESIDENCE AND A SECURITION OF THE PROPERTY OF THE PROPER	the second secon			
		AND							
				The second section is the second second second second second second	Court Ann many references or statement and property and the second second				
							and the second second second second	The second is not as a second or sec	-

	GLA3030 FUND 33		REVENUE RE	CITY OF DECATUR FY 1999-2000 REVENUE REPORT	999-2000				PAGE 28	
J- 11 10 10	DPL-STATE GRANT FOR BLDG ACCT. DESCRIPTION		PERIOD ENDIN	ENDING 19990731	Y-T-D ACTUAL		ANNUAL	UNREALIZED 2	ED %	
0 1 0 0	FUND BALANCE 30001-000 BEGINNING FUND BALANCE TOTAL		00.	00.	1,789,55	.55	00.	1,1	1,789.55-	
0 2 = 5	1NTER 30200-		00•	6,250.00			25,000.00	25,0	25,000,00	
2 2 4	TOTAL		00•	6,250.00					30 37-	
210 5	i		7.84	00.	20	20•37 20•37	000			
@ @ S T	FUND TOTAL		7.84	6,250,00	1,809.92		25,000.00	23•1	23,190,08 7	THE STREET, SALES AND ADDRESS OF THE SALES AND ADDRESS OF TH
	§ 1 -	REP	C I T Y O F REPORT OF EXPENDI	Y OF DECATUR EXPENDITURES TO BUDGET	FY	1999-2000 D 33 DPL-STATE	GRANT FOR BLDG	R BLDG	PAGE 62	62
1 w 4 m	40000 DPL-STATE GRANT FUN DOLLDING OB DESCRIPTION	ANNUAL BUDGE T	EXPENDITURES	YEAR-TO-DATE. EXPENDITURES	Y-T-0 BUDGET	UNEXPENDED BALANCE	ENCUMBRANCE		UNENCUMBERED PRCNI	W W W
0 1	CAPITAL OUTLAY	25,000	00•	000	6,250	25,000.00		0 0	25,000,00	
00	100	25,000	00•	00.	6,250	25,000,00		00	25,000,000	
0 = 5 5	(1) ** DIVISION TOTAL **	25,000	000	00.	6,250	00.000				
5	13 13 17									
-)- <u>n</u>	19 20 21									
)	23 23 24 24						-	Annual special states and states		
))	23 23 23 23 23 23 23 23									
)										

		REVENUE	E REPORT	2007	V		PAGE	SE 29
LIBRARY		PERIOD EN	ENDING 19990731					
ACCI. DESCRIPTION	And the state of t	MONTHLY	ESTIMATE	XCTUBL ACTUBL		ANNUAL BUDGE T	UNREALIZED REAL	۳,
2								
30001-000 BEGINNING FUND BALANCE		00.	00.	15,012,79	61.21	00.	15,012,79	1
_		00.	00.	15,012	12.79	00.	15,012.79-	1
INVESTMENT INCOME 30700-101 INVESTMENT INTEREST		00•	00•		62.07	00	-60-69	را
TOTAL		00-	00		53 03		0.50	
OTHER INCOME						•	10.20	
30800-946 LEASE DF LIBRARY PROPERTY	RTY	00.	37,500.00		•00	150,000,00	150,000,00	
TOTAL		00•	37,500.00		•00 150	50,000,00	150,000,00	
FUND TOTAL		00•	37,500,00	15,07	5,074.86 150	150,000,00	134,925.14	10
GLA3010		1	FDECATU	œ				PAGE 63
40000 LIBRARY LEASES	R	REPORT OF EXPEND	EXPENDITURES TO BUDGET	FY I	999-2000	ALTI OTNE 1	0 0000	02/31/1999
Z	ANNUAL BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	N-T-0 BUDGET			,	UNENCUMBERED PRCNT BALANCE COMM
CUNIRACTUAL SERVICES . 231 ELECTRICITY 246 LEGAL SERVICES	30,000	000	000	7,500	30,000,00		.00 30,000.00 .00 10,000.00	00000
ortice currents	40,000		00	10,000	40.000.00			00.0
478 TRANSFER TO LIBRARY CAPITAL 492 TAX AND INSURANCE PAYMENTS	110,000	000	37.44.74	27.500	110,000,000		000000000000000000000000000000000000000	00.00
	110,000		37,442.49	27,500	72,557.51			7.51 34.0
** DIVISION TOTAL **	150,000	00•	37,442,49	37,500	112,557.51		.00 112,557.51	
				74				
	Control of the Contro	The second of th	Commence of the Commence of th			CONTRACTOR OF THE PROPERTY OF		
	The management of the state of	And Annual to the second section of the second section section of the second section secti						

THE 19990731 29,134.50 29,534.00 12,829.53 29,534.00 12,829.54 1,403.75 1,1371.85 1,403.75 1,1371.85 1,1403.75 1,1371.85 1,1371.85 1,1403.75 1,1371.85	GLA3030 FUND	92	REVENUE	OF DECATUR FY	1999-2000			PAGE	57	
MOCTATE DESCRIPTION MONTAL MONT		TRUSTS		ING						- 11
1000 DALANCE 1000	ACCT.	ION	MONTHLY	ESTIMATE	X-T-0 ACTUA			LANCE REAL		w 4 m @
1000 121	FUND									0 1 0
INVESTMENT INCOME	30001-921 BEG FUND 30001-923 BEG FUND	BAL-CANTONI BAL-BRIDGES	000	29,131,50	121,21		,526.00 ,610.00	4,688.32-	104 103	6
INVESTMENT TROOPEN 1-1971-69 1-1971-			• 00	29,534,00	122,87		,136.00	4,743,42-	104	
1000 1000	INVESTMENT									
TOTAL FIND TOTAL \$50.69 1.578.75 1124.269.43 124.451.00 4.924.99 22	30700-103	EST-CANTONI TRUST TON FR BRIDGES TRUST	523.70	1,403.75			700.00	4,243.15	24	
CLASOLO PROPERTO DE CATURE			530.69	1,578.75	1,39		,315.00	4.924.99	22	(1
C T V O F D E C A T U R FUND SP PAGE 116 FUND SP PAGE 117 PAGE	FUND	1	530.69	31,112,75	124,26		,451.00	181.57	66	14 4 4 4
CALAJOLO C. I T Y O F D E C A T U R 1999-2000	The state of the s		Balancia Carron Varioni del 18	A Section of the sect	COLUMN TO THE RESIDENCE OF THE PARTY OF			ANY ANY PARAMETERS AND A PARAMETERS AND	TO THE REAL PROPERTY OF THE PR	
## 1999-2000 ###	GLA3010		1 Y 0	DECAT	œ			74		
## OBJECT LIBRARY—TRUSTS O7/31/1999		R	OF	ITURES TO BUDGE	FY	99-2000	And the second s			į
Color Colo	DPL-CANTONI	NUST			FUND	PUBLIC	BRARY-TRUSTS	720	31/1999	
### EXPENDITURES 900 EXPENDITURES 900 EXPENDITURES 900 EXPENDITURES 900 EXPENDITURES *** DIVISION TOTAL *** Py500 657.86 2.432.67 2.375 7.067.33 212.00 6.655.33 27.8 6.655.33 27.8 7.067.33 212.00 6.655.33 27.8 7.067.33 212.00 6.655.33 27.8 7.067.33 7.067.30 7.067.33 7.067.30 7.007.30 7.0	ĺ	ANNUAL	MONTHLY EXPENDITURES	YEAR-TO-DATE EXPENDITURES	Y-T-D BUDGET	UNEXPENDED	ENCUMBRANCE			
## OF EXPENDITURES 9 000 EXPENDITURES 9 000 EXPENDITURES 9 000 EXPENDITURES 9 1 2 1 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	• EXPENDITURES						THE RESIDENCE OF STREET, AND ADDRESS OF THE PERSON OF THE	And a series of management and management and a series of the series of	1	ĺ
** DIVISION TOTAL ** 9,500 657.86 2,432.67 2,375 7,067.33 212.00 6,855.33 27.8 C	006		657.86	2,432.67	2,375	7,067.33	212.00		•	
## DIVISION TOTAL ## 9,500 657.86 2,432.67 2,375 7,067.33 212.00 6,855.33 27.8 CLITY OF DECATURES #3000 DPL-BRIDGES TRUST #REPORT OF EXPENDITURES TO BUDGET FY 1999-2000 #3000 DPL-BRIDGES TRUST #300	6		657.86	2,432.67	2,375	7,067,33	212.00			1
C	** DIVISION	6	657.86	,432	2,375	7,067.33	212.00		3 2	
### DIVISION TOTAL ** DIVISION	THE RESERVE THE PROPERTY OF TH					is a filler, or man and deficience and comment and comment of the	A STATE AND A STAT		THE	1
### DIVISION TOTAL *** DIVISION	GLA3010		ITYO	DECAT	œ			7 d	11	
# 43000 DPL-BRIDGES TRUST ##ONTHLY YEAR-TO-DATE FUND 92 PUBLIC LIBRARY-TRUSTS ##ONTHLY YEAR-TO-DATE FUND 92 PUBLIC LIBRARY-TRUSTS ##ONTHLY YEAR-TO-DATE FUND 92 PUBLIC LIBRARY-TRUSTS ##ONE EXPENDITURES ##ON ON POON ON PACKAR TO PAC			OF	10	FΥ					1
CD DESCRIPTION BUDGET EXPENDITURES BUDGET BALANCE ENCUMBRANCE PRCNI	43000 DPL-BRIDGES				FUND	PUBLIC	BRARY-TRUSTS	2/20	31/1999	
900 EXPENDITURES	CD CD	ANNUAL	EXPENDITURES	YEAR-TO-DATE EXPENDITURES	Y-T-D BUDGET	UNEXPENDED BALANCE	ENCUMBRANCE		ED PRCNT COMM	
** DIVISION TOTAL ** 700 .00 .00 .00 .00 700.00 .00 700.00	900	200	00•	00•	175	700.00	00•		00	
** DIVISION TOTAL ** 700 .00 .00 175 700.00 700.00	6	700	00*	00.	175	700.00	00		00	i
	** DIVISION	*	00•	00•	175	700.00	00•		00	
		AND AND THE RESIDENCE OF THE PROPERTY OF THE P	A CONTRACTOR OF THE PROPERTY O							

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TO (OWNER):	Decatur Public Library	PR
	247 East North Street	
	Decalur Illinois 82522	

Decaiul, Illinois 62523 FROM (CONTRACTOR):

Mid-States Gen. & Mech.

4170 North Bearsdale Road

The Decatur Public Library Sears Building Renovation OJECT:

APPLICATION NO:

8/6/99

9

ARCHTECT'S PERIOD TO:

3091.01

PROJECT NO:

\$4.150,141.

\$4,039,753

Application is made for Payment, as shown, in connection with the Contract

CONTRACT DATE: 9/1/98

1. ORIGINAL CONTRACT SUM......\$ 2. Net change by Change Orders......\$

Continuation Sheet, AIA Document G703, is attached.

4. TOTAL COMPLETED & STORED TO DATE....... \$ 3. CONTRACT SUM TO DATE (Line 1 + 2)......\$

(Column G on G703)

\$398,729.00

(Column D + E on G703)

b. 10% of Stored Material \$

a. 10% of Completed Work \$

5. RETAINAGE:

\$110,388

CONTRACTOR'S APPLICATION FOR PAYMENT

CONTRACT FOR: Renovation of Sears Store for a New Public Library

Decatur, Illinois 62524

Change Order Summary	Summary		
Change Orders approved in previous mouths by Owner	s approved in	Additions	Deductions
	TOTAL	\$158.941.00	(\$58 518 DD)
Approved This Month	Month		(00.010.00)
Number	Date Approved		
C.O. 42-44	6/30/89	\$9,965.00	
	TOTALS	\$168,906.00	(\$58 518 00)
Net change by	Net change by Change Orders		4140 200 00

10,300,00 information and belief the Work covered by this Applications for Payment all amounts have been paid by the Contractor for Work for which previous The undersigned Contractor certifies that to the best of his knowledge, has been completed in accordance with the Contract Documents, that Certificates for Payment were issued and payments received from the CONTRACTOR: Midy States Gigneral & Mechanical Contracting Corp. Owner, and that current payment shown herein is now due.

Date:

Subscribed and ewprorto before me this oth day of A County of: Macor tari My Commission expires: State of: Illinois Notary Public:

8/6/99

uguskolayyguðaða, State of Minois My Commission Expires 1/6/2001

(Line 3 less Line 6)

DEFICIAL SEAL

Kann L. Saco

\$3,588,497 \$398,729

Total in Column 1 of G703......\$ 6. TOTAL EARNED LESS RETAINAGE......\$

Total Retainage (Line 5a + 5b or

(Column F on G703)

\$3,336,202

PAYMENT (Line 6 from prior Certificate...... \$ 8. CURRENT PAYMENT DUE.......\$ 9. BALANCE TO FINISH, PLUS RETAINAGE......\$

7. LESS PREVIOUS CERTIFICATES FOR

(Line 4 less Line 5 Total)

\$252,295 \$561,644

252, 295.00 8//2/64 bartified differs from the amount applied for.) (Attach explanation if amount) AMOUNT CERTIFIED..... ARCHITECT./

Contractor named herein. Issuance, payment and acceptance of payment are without This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the

prejudice to any rights of the Owner of Contractor under this contract.

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATE FOR PAYMENT

the Contractor is entitled to payment of the AMOUNT CERTIFIED.

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., NW WASHINGTON, D.C. 20006

data comprising the above applications, the Architect certifies to the Owner that to the best of the Architect's knowledge, informations and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents and

In accordance with the Contract Documents, based on on-site observations and the

ARCHITECT'S CERTIFICATE FOR PAYMENT

STATE OF ILLIN	OIS COUNTY OFMACON
	ned having contracted with <u>Mid-States General And Mechanical</u>
Contracting Corp.	described as
General Contracti	
	and located atDecatur, Illinois
STATE ON behalf of	ord of Trustees, Decatur Public Library DOES HEREBY FURTHER he aforementioned subcontractor/supplier.
PARTIAL WAIVER TH	at the balance due from contractor is the sum of:
Receipt of which is he	
and all lien or claim whaccount of labor and n	indersigned waives and releases unto the said owner of said premises any matsoever on the above described property and improvements thereon on material or both, furnished by the undersigned thereto, and further certifies any claim or right to a lien on account of any work performed or material signed for said project, and within the scope of this WAIVER AND
Given under h	and and seal this, 19_95.
BY Mid-States Gene	eral & Mechanical Cont. CorpITS: Signature & Title
Subscribed and sworn What A Company Public	before me this, 19_99.

STATE OF	ILLINOIS		UNIT OF _	PIACOIT	•	
Whereas the under	rsigned having o	ontracted with	Mid-State	es General	And Mechani	cal
	g Corp.					
Electrical Wor	k	for t	he project k	nown as _	Sears Store	Renovation
r .		and	located at _	Decatur,	Illinois	
and owned by <u>The</u> STATE ON behalf	ne Board of Tru of the aforemer	stees, Decat ntioned subco	ur Public I ntractor/supp	olier.	DOES HERE	BY FURTHER
PARTIAL WAIVER						
Forty-One Thousand Receipt of which is	hereby acknow	leagea.				
THEREFORE: The and all lien or claim account of labor and that no other party furnished to the una AFFIDAVIT.	n whatsoever on ad material or bo has any claim o dersigned for sa	the above de th, furnished l r right to a lier id project, and	scribed prop by the under n on account d within the s	erty and ir rsigned the t of any wo scope of th	riprovements ereto, and furth ork performed his WAIVER A	ner certifies or material ND
Given under	hand and sea	I this 30TH	_ day of	JULY	2 2 1	_, 19 <u>99</u> .
Given under BY: Bodine Elect Name of Own	tric of Decatur	Inc	ITS:	Harry &	3. Rakers	1, CFO
Subscribed and sw	orn before me th	nis 30TH	day of	JUI	_Y	_, 19 <u>99</u> .
Susand. S Notary Public	Umion		mission Exp		2/4/00	
**************************************	L SEAL"					

STATE OF COUNTY OF
Whereas the undersigned having contracted with Mid-States General And Mechanical
Whereas the undersigned having contracted with
Contracting Corp. to furnish certain materials and/or labor described as
Plumbinh/Heating/HVAC for the project known as Sears Store Renovation
and located atDecatur, Illinois
and owned byThe Board of Trustees, Decatur Public LibraryDOES HEREBY FURTHER STATE ON behalf of the aforementioned subcontractor/supplier.
PARTIAL WAIVER That the balance due from contractor is the sum of:
Thirteen Thousand Nine Hundred Seventy Eight and 45/100 Dollars (\$13,978.45) Receipt of which is hereby acknowledged.
THEREFORE: The undersigned waives and releases unto the said owner of said premises any and all lien or claim whatsoever on the above described property and improvements thereon on account of labor and material or both, furnished by the undersigned thereto, and further certifies that no other party has any claim or right to a lien on account of any work performed or material furnished to the undersigned for said project, and within the scope of this WAIVER AND AFFIDAVIT.
Given under hand and seal this _29th day of
BY: T. A. Brinkoetter & Sons Inc. Name of Ownership or Corporation ITS: Wegovate Secretz.
Subscribed and sworn before me this 29th day of July , 1999.
Notary Public OFFICIAL SEAL VICTORIA G. LINGAFELTER NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 4-30-2002

T11:noi	c col	INTY OF	McHenry	
STATE OFIllinoi				:1
Whereas the undersigned ha	aving contracted with	Mid-State	s General And Mecha	nical
Contracting Corp.				
Precast Concrete	for th	ne project kr	nown as <u>Sears Stor</u>	e Renovation
	and	located at _	Decatur, Illinois	
and owned byThe Board STATE ON behalf of the afo	prementioned subcon	(ractor/supp	lier.	REBY FURTHER
PARTIAL WAIVER That the	balance due from co	ntractor is the	he sum of:	
Twenty-Three Thousand For Receipt of which is hereby a	cknowleagea.			
THEREFORE: The undersigned and all lien or claim whatsoe account of labor and material that no other party has any of furnished to the undersigned AFFIDAVIT.	ver on the above des I or both, furnished by Iaim or right to a lien for said project, and	cribed property the understand on account within the se	signed thereto, and fu of any work performe cope of this WAIVER	orther certifies ed or material
Given undermy_ hand a	nd seal this 30th	_day of	July	, 19 <u>_99</u>
Given undermy _ hand an BY:Cary Concrete Produ	uota.	ITS:	to Wright	Secretary
Name of Ownership or	Corporation		Signature & Title	
Subscribed and sworn before	e me this <u>30th</u>	_ day of	July	
Mucus Collegicess	My Comn	nission Expi	res: <u>Ma1ch</u> 2	5, 2003
OFFICIAL SEAL JANICE L ALEXANDE NOTARY PUBLIC STATE OF I MY COMMISSION EXP. MAR	LLINOIS			

S	STATE OF Allenois COUNTY OF 17 alon
	Whereas the undersigned having contracted with Mid-States General And Mechanical
	Contracting Corp. to furnish certain materials and/or labor described as
_	Asphalt for the project known asSears Store Renovation
	and located atDecatur, Illinois
S	and owned by <u>The Board of Trustees</u> , Decatur Public Library DOES HEREBY FURTHER STATE ON behalf of the aforementioned subcontractor/supplier.
P	PARTIAL WAIVER That the balance due from contractor is the sum of:
	Seventeen Thousand Eight Hundred Nineteen and 00/100 Dollars (\$_17,819.00)
R	Receipt of which is hereby acknowledged.
a a th fu A	HEREFORE: The undersigned waives and releases unto the said owner of said premises any nd all lien or claim whatsoever on the above described property and improvements thereon on ecount of labor and material or both, furnished by the undersigned thereto, and further certifies that no other party has any claim or right to a lien on account of any work performed or material purnished to the undersigned for said project, and within the scope of this WAIVER AND INFERDAVIT. Siven under hand and seal this day of 19
В	Name of Ownership or Corporation Signature of Mil Matiya
ST	we President, Construction A

STATE OF COUNTY OFMacon
Whereas the undersigned having contracted with <u>Mid-States General And Mechanical</u>
Whereas the undersigned having contracted with
Contracting Corp. to furnish certain materials and/or labor described as
Painting & Wallcoverings for the project known as Sears Store Renovation
and located at <u>Decatur</u> , <u>Illinois</u>
and owned by <u>The Board of Trustees</u> , <u>Decatur Public Library</u> DOES HEREBY FURTHER STATE ON behalf of the aforementioned subcontractor/supplier.
PARTIAL WAIVER That the balance due from contractor is the sum of:
Forty Thousand Five Hundred and 00/100 Dollars (\$40,500.00) Receipt of which is hereby acknowledged.
THEREFORE: The undersigned waives and releases unto the said owner of said premises any
and all lien or claim whatsoever on the above described property and improved an account of labor and material or both, furnished by the undersigned thereto, and further certifies that no other party has any claim or right to a lien on account of any work performed or material furnished to the undersigned for said project, and within the scope of this WAIVER AND
Given under hand and seal this 38 day of, 19 99.
BY: <u>Cecil Moomey Painting Co., Inc.</u> Signature & Title /
Subscribed and sworn before me this 38 day of
Hary Sapp My Commission Expires: 1/6/2001
Nótary Rúblic
" OFFICIAL SEAL." Karyn L. Sapp Notary Public, State of Illinois My Commission Expires 1/6/2001
· · · · · · · · · · · · · · · · · · ·

STATE OFILLINOIS COUNTY OFPEORIA .
STATE OF And Mechanical
Whereas the undersigned having contracted with Mid-States General And Mechanical
Contracting Corp. to furnish certain materials and/or labor described as
Fire Protection for the project known as Sears Store Renovation
and located at <u>Decatur</u> , <u>Illinois</u>
and owned by The Board of Trustees, Decatur Public Library DOES HEREBY FURTHER STATE ON behalf of the aforementioned subcontractor/supplier.
PARTIAL WAIVER That the balance due from contractor is the sum of:
Twelve Thousand Six Hundred Ninety and 00/100 Dollars (\$12,690.00). Receipt of which is hereby acknowledged.
THEREFORE: The undersigned waives and releases unto the said owner of said premises any and all lien or claim whatsoever on the above described property and improvements thereon on account of labor and material or both, furnished by the undersigned thereto, and further certifies that no other party has any claim or right to a lien on account of any work performed or material furnished to the undersigned for said project, and within the scope of this WAIVER AND AFFIDAVIT.
Given under OUR hand and seal this 3rd day of August 19 99.
BY: <u>The Pipco Companies Ltd.</u> ITS: Signature & Title Name of Ownership or Corporation Stephen M. Cicciarelli, Executive V.P.
Subscribed and sworn before me this 3rd day of, 19_99
Yulul Cassulo My Commission Expires: November 4, 2002
Notary Public
"OFFICIAL SEAL" JUDITH A. CASSULO Notary Public, State of Illinois My Commission Expires 11-4-2002

STATE OF COUNTY OF
STATE OF
Whereas the undersigned having contracted with Mid-States General And Mechanical
Contracting Corp. to furnish certain materials and/or labor described as
Glass and Glazing for the project known as Sears Store Renovation
and located atDecatur, Illinois
and owned by <u>The Board of Trustees</u> , <u>Decatur Public Library</u> DOES HEREBY FURTHE STATE ON behalf of the aforementioned subcontractor/supplier.
PARTIAL WAIVER That the balance due from contractor is the sum of:
Nine Thousand Nine Hundred Six and 30/100 Dollars (\$9,906.30 Receipt of which is hereby acknowledged.
THEREFORE: The undersigned waives and releases unto the said owner of said premises any and all lien or claim whatsoever on the above described property and improvements thereon on account of labor and material or both, furnished by the undersigned thereto, and further certifies that no other party has any claim or right to a lien on account of any work performed or material furnished to the undersigned for said project, and within the scope of this WAIVER AND AFFIDAVIT.
Given undermy hand and seal thiszs.th_ day of, 19_99 BY:Poland's Inc ITS: ITS: Signature & Title
BY: Poland's Inc. Name of Ownership or Corporation ITS: Signature & Title
Subscribed and sworn before me this
Notary Public OFFICIAL SEAL PAMELA A POLAND NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXP. SEPT. 6,2000

STATE OF COUNTY OF
Whereas the undersigned having contracted with Mid-States General And Mechanical
Contracting Corp. to furnish certain materials and/or labor described as
Tile and Flooring for the project known as Sears Store Renovation
and located atDecatur, Illinois
and owned by <u>The Board of Trustees</u> , Decatur Public Library DOES HEREBY FURTHER STATE ON behalf of the aforementioned subcontractor/supplier.
PARTIAL WAIVER That the balance due from contractor is the sum of:
Forty-Seven Thousand Sixty-Six and 40/100 Dollars (\$47,066.40)
Receipt of which is hereby acknowledged.
THEREFORE: The undersigned waives and releases unto the said owner of said premises any and all lien or claim whatsoever on the above described property and improvements thereon on account of labor and material or both, furnished by the undersigned thereto, and further certifies that no other party has any claim or right to a lien on account of any work performed or material furnished to the undersigned for said project, and within the scope of this WAIVER AND AFFIDAVIT.
Given under hand and seal this day of, 19 <u>79</u>
BY: <u>Tile Specialists</u> , <u>Inc.</u> ITS: <u>Xaul Interview</u> Name of Ownership or Corporation Signature & Title
Subscribed and sworn before me this
Notary Public My Commission Expires: 3/16/02
OFFICIAL SEAL CATHARINE S. ROELFS NOTARY PUBLIC. STATE OF ILLINOIS MY COMMISSION EXPIRES 3/16/02

STATE OF COUNTY OF
STATE OF
Whereas the undersigned having contracted with Mid-States General And Mechanical
Contracting Corp. to furnish certain materials and/or labor described as
Drywall for the project known as Sears Store Renovation
and located atDecatur, Illinois
and owned byThe Board of Trustees, Decatur Public LibraryDOES HEREBY FURTHER STATE ON behalf of the aforementioned subcontractor/supplier.
PARTIAL WAIVER That the balance due from contractor is the sum of:
Thirty-Three Thousand Nine Hundred Ninety-Nine and 30/100 Dollars (\$ 33,999.30 Receipt of which is hereby acknowledged.
THEREFORE: The undersigned waives and releases unto the said owner of said premises any and all lien or claim whatsoever on the above described property and improvements thereon on account of labor and material or both, furnished by the undersigned thereto, and further certifies that no other party has any claim or right to a lien on account of any work performed or material furnished to the undersigned for said project, and within the scope of this WAIVER AND AFFIDAVIT.
Given under hand and seal this 30 day of, 19_99 BY: Von Alst, Inc ITS:
Name of Ownership or Corporation
Subscribed and sworn before me this 30 day of July, 1999.
Mode Steph My Commission Expires: 2-3-1 Notary Public
OFFICIAL SEAL &
MARLA DRESCH NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES:02/03/01

STATE OF COUNTY OF
Whereas the undersigned having contracted with Mid-States General And Mechanical
Contracting Corp. to furnish certain materials and/or labor described as
Doors and Hardware for the project known asSears Store Renovation
and located atDecatur, Illinois
and owned byThe Board of Trustees, Decatur Public LibraryDOES HEREBY FURTHER STATE ON behalf of the aforementioned subcontractor/supplier. PARTIAL WAIVER That the balance due from contractor is the sum of:
(a / 157 00)
Four Hundred Fifty-Seven Dolalrs and 00/100 (\$_457.00) Receipt of which is hereby acknowledged.
THEREFORE: The undersigned waives and releases unto the said owner of said premises any and all lien or claim whatsoever on the above described property and improvements thereon on account of labor and material or both, furnished by the undersigned thereto, and further certifies that no other party has any claim or right to a lien on account of any work performed or material furnished to the undersigned for said project, and within the scope of this WAIVER AND AFFIDAVIT.
Given under my hand and seal this 30 day of July 199.
BY: Weedman's Door & Hardware Name of Ownership or Corporation ITS: fine Heedman Dissective Signature & Title
Subscribed and sworn before me this
My Commission Expires: My Commission Expires:

	COUNTY OF
STATE OF	•
Whereas the undersigned having co	ontracted with <u>Mid-States General And Mechanical</u>
Contracting Corp.	to furnish certain materials and/or labor described as
Bronze Placque	for the project known asSears Store Renovation
	and located atDecatur, Illinois
STATE ON behalf of the aforement	
PARTIAL WAIVER That the balance	ce due from contractor is the sum of:
One Thousand One Hundred Twenty Receipt of which is hereby acknowled	g and 00/100 Dollars (\$_1,120.00) edged.
and all lien or claim whatsoever on to account of labor and material or bot that no other party has any claim or furnished to the undersigned for said	the above described property and improvements thereon on h, furnished by the undersigned thereto, and further certifies right to a lien on account of any work performed or material d project, and within the scope of this WAIVER AND
AFFIDAVIT Given under hand and seal BY: C & K Custom Signs Name of Ownership or Corpora	ITS: / Marie / Title
Subscribed and sworn before me th	is, 19_99. My Commission Expires:
Notary Public "OFFICIA JAMES L. M Notary Public, S My Commission E.	A-DANIEI

STATE OF COUNTY OF	
Whereas the undersigned having contracted with Mid-States General And Mechanic	:a1
Contracting Corp. to furnish certain materials and/or labor describe	ed as
Countertops & Cabinets for the project known as Sears Store I	Renovation
and located atDecatur, Illinois	
and owned byThe Board of Trustees, Decatur Public LibraryDOES HEREE STATE ON behalf of the aforementioned subcontractor/supplier.	3Y FURTHER
PARTIAL WAIVER That the balance due from contractor is the sum of:	
Four Thousand Five Hundred and 00/100 Dollars (\$4,50 Receipt of which is hereby acknowledged.	
THEREFORE: The undersigned waives and releases unto the said owner of said preamond all lien or claim whatsoever on the above described property and improvements to account of labor and material or both, furnished by the undersigned thereto, and further that no other party has any claim or right to a lien on account of any work performed of the undersigned for said project, and within the scope of this WAIVER AN AFFIDAVIT.	ner certifies or material ND
Given under hand and seal this day of ULLY BY: Cabinet Corner Inc ITS: Under Signature & Title	_, 19 <u>44</u> .
Marine Of Ownership of Gorbaran	
Subscribed and sworn before me this god day of	_, 19 <u><i>99</i></u>
My Commission Expires: 2/2/00 Notary Public	East of the second
"OFFICIAL SEAL" JUDITH BOYD	

JUDITH BOYD

Notary Public, State of Illinois

My Commission Expires 02/02/00

JUDITH BOYD

STATE OF COUNTY OF
STATE OF And Mechanical
Whereas the undersigned having contracted with <u>Mid-States General And Mechanical</u>
Contracting Corp. to furnish certain materials and/or labor described as
Signage for the project known asSears Store Renovation
and located at <u>Decatur</u> , <u>Illinois</u>
and owned by <u>The Board of Trustees</u> , <u>Decatur Public Library</u> DOES HEREBY FURTHER STATE ON behalf of the aforementioned subcontractor/supplier.
PARTIAL WAIVER That the balance due from contractor is the sum of:
Three hundred Thirty and 00/100 Dollars (\$330.00)
Receipt of which is hereby acknowledged.
THEREFORE: The undersigned waives and releases unto the said owner of said premises any and all lien or claim whatsoever on the above described property and improvements thereon on account of labor and material or both, furnished by the undersigned thereto, and further certifies that no other party has any claim or right to a lien on account of any work performed or material furnished to the undersigned for said project, and within the scope of this WAIVER AND
AFFIDAVIT.
Given under my hand and seal this day or
Given under mup hand and seal this day of 15, 19 BY: Lincolnland Architectural Graphics ITS:
Subscribed and sworn before me this $15^{\frac{1}{10}}$ day of $3^{\frac{1}{10}}$
Cerm of Council My Commission Expires: 3.7-2001
Notary Public "OFFICIAL SEAL" Ann L. Cowhick Notary Public, State of Illinois My Commission Expires 8-7-2001

STATE OF COUNTY OF EORIA
Whereas the undersigned having contracted with <u>Mid-States General And Mechanical</u>
Contracting Corp. to furnish certain materials and/or labor described as
Visual Displays, Coat Racks & Lockers for the project known as Sears Store
Renovation and located at Decatur, Illinois
and owned by <u>The Board of Trustees</u> , <u>Decatur Public Library</u> DOES HEREBY FURTHER STATE ON behalf of the aforementioned subcontractor/supplier.
FINAL WAIVER That the final balance due from contractor is the sum of:
Four Thousand Four Hundred Forty and 00/100 Dollars (\$4,440.00
Receipt of which is hereby acknowledged.
THEREFORE: The undersigned waives and releases unto the said owner of said premises any and all lien or claim whatsoever on the above described property and improvements thereon on account of labor and material or both, furnished by the undersigned thereto, and further certifies that no other party has any claim or right to a lien on account of any work performed or material furnished to the undersigned for said project, and within the scope of this WAIVER AND AFFIDAVIT. Given under Our hand and seal this 297 day of 1999.
BY: Construction Specialty & Service ITS: Signature & Title
Subscribed and sworn before me this 29th day of July , 19 99.
My Commission Expires: 19 Mar. 01 Notary PPUB (HATE OF ILLINOIS) MY COMMISSION EXPIRES 3-14-2001 MY COMMISSION EXPIRES 3-14-2001

TO OWNER. Board of Trustees Decatur Public Library 247 E North Street	PROJECT: Sears Building New Public Library Conversion	APPLICATION NO.: 4 - Final Distribution to: PEXIOD TO: PROJECT NOS.: ARCHITECT CONTRACTOR
0 10 01	VIA ARCHITECT: Phillips Swager Assocontract Date: 3-15-99 C 3622 N Knoxville Ave	CONTRACT DATE: 3-15-99
CONTRACT FOR: PARACTING Work	reoria, in oloco	

	Application is made for payment, as shown below, in connection with the Colification Continuation Sheet, AIA Document G703, is attached.
CONTRACTOR'S APPLICATION FOR PAYMENT	the C
ME	אינh
PA	ection
HOH	, , , ,
Z	ow, in ached
7110	vn bei . is att
C	S show G703
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OR	te for it, AlA
ACT	is mad n Shee
ATA	Application is made for payment, as shown below, in Continuation Sheet, AIA Document G703, is attached.
S	Applic Contir

	ORIGINAL CONTRACT SUM.	T & LNCC
C 1	Net change by Change Orders	
.0	CONTRACT SUM TO DATE (Line 1 = 2) 3 32, 095	3v.
1	TOTAL COMPLETED & STORED TO DATE 1 3 352,095	State of County
162	RETAINAGE: 3. Sol Completed Work (Columns D. F. B. on 0703)	Subscript me tals
	5	Notary P
	TOTAL EARNED LESS RETAINAGE.	ARC
	LESS PREVIOUS CERTIFICATES FOR PAYMENT 316,885	In according to sumpres
Cr)	CURRENT PAYMENT DUE	ynality a
	SALANCE TO FINISH, INCLUDING RETAINAGE Line 3 less Line 61 \$ less Line 61	AMOUN
	CHANGE ORDER SUMMARY ADDITIONS DEDUCTIONS	nSi, jji:

in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and pay-The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed ments received from the Owner, and that current payment shown herein is now due.

19-41-1 Jac 7-14-99	ı	OFFICIAL SEAL.	Wotary Public, State of Illinois	My Commission Expires 2/10/2001	manual	70/
CONTRACTOR. IN ANALE	sace of Allinois	County of \mathcal{Macon}	me inis /4th gay of July	~~	Norary Public /LC&C &.	My Commission expires: 3-10-3001

HITECT'S CERTIFICATE FOR PAYMENT

dance with the Contract Documents, based on on-site observations and the data ing this application, the Architect dertifies to the Darner that to the best of the is knowledge, information and belief the "Work has progressed as indicated, the or the Work is in accordance with the Contract Documents, and the Contractor det to payment of the AMOUNT CERTIFIED

UT CENTIFIED TA

mitted no pation human ed mor selfter betieve muont fi nomanous on the Continuation these that are changed to HODICHICON SIK no sambi, his

THEORY ARCHI

Sate: 1

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein, Issuance, payment and acceptance of payment are without prejudige to any rights of the Owner or Contractor under this Contract.



TOTALSI

OTENOB ORDER SUMMERY

premous months by Owner Total changes approved in

Total toproved this Month

NET CHANGES by Chunge Order!

AIA DOCUMENT GTDZ • APPLICATION AND LEKTIFICATE FOR PAYMENT • 1992 • THE AMERICAN INSTITUTE OF ARCHITECTS, 1745 NEW YORK WENTE, N.W., WASHINGTON, D.C., EPHASAGO, • WARNING, N.W., WASHINGTON, D.C., EPHASAGO, • WARNING, Dinicansed Indicansed In

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G702-1992

WAIVER OF LIEN

STATE OF ILLINOIS

RE: 6144

COUNTY OF MACON

Invoice # - 22092

TO ALL WHOM IT MAY CONCERN:

WHEREAS, the undersigned <u>Craftmasters</u> has been employed by <u>Board of Trustees</u>, <u>Decatur</u>

<u>Public Library</u> to furnish <u>labor and materials</u> for the building known as <u>Decatur Public Library</u> located at <u>Decatur</u>, <u>IL</u>.

NOW, THEREFORE, KNOW YE, that the undersigned, for and in consideration of the sum of Thirty Five Thousand Two Hundred Ten and 00/100 dollars and other goods and valuable considerations, the receipt whereof is hereby acknowledged by the undersigned, does hereby waive and release any and all lien or claim of or right of lien on the above described building and premises under the Statutes of the State of Illinois relating to Mechanics Liens, on account of labor, services, material, fixtures, apparatus of machinery heretofore furnished by the undersigned, to or on account of the said Craftmasters, Inc. for the above said premises, but only to the extent of the payment aforesaid.

Dated this 30th day of June 1999.

(Signature of sole owner or of authorized representative of corporation or partnership)



COMMISSION CHARGES FOR SELLERS

INSTITUTIONS

For annual sales less than \$100,000, commission is charged on a per lot basis, subject to a minimum lot charge of \$100 at Park and \$50 at East:

Lot Value Commission (% of Final Hammer Price)

less than \$2,000

15%

\$2,000 - \$7,499

10%

\$7,500 - \$99,999



For annual sales of \$100,000 or more, commission is charged on annual sales achieved, subject to a minimum lot charge of \$100 at Park and \$50 at East:

WORLDWIDE		Commission		
SALES	(% of Final	(% of Final Hammer Price)		
\$100,000	- 249,999	5%		
\$250,000	- 499,999	5%		
\$500,000	- 999,999	5%		
\$1;000,000 -	- 2,499,999	3%		
\$2,500,000	- 4,999,999	2%		
\$5,000,000	- 9,999,999	2%		
\$10,000,000	and above	Refer to staff		

For stamps and wine, refer to departments. The charges above are non-negotiable.



SARAH E. MUEHLHAUSEN ADMINISTRATOR

CHRISTIE'S

875 NORTH MICHIGAN AVENUE, SUITE 3810, CHICAGO, IL 60611-1901

TEL: 312-787-2765 FAX: 312-951-7449

CHRISTIE'S

New York, N.Y.10020 20 Rockefeller Plaza Tel: (212) 636-2000 Fax: (212) 636-2399

New York, N.Y.10021 219 East 67th Street Tel: (212) 606-0400 Fax: (212) 737-6076

Client SCHEDULE OF PROPERTY

CHRISTIE'S

Decatur Public Library 247 East North Street Decatur IL 62523-1128

OWNER Client Status:

NYCMK707 CG04357 Stock No:

Commission: Institution

Sarah Muehlhausen

Insurance Christie's

Illustration & Transit Insurance (TI)	II a 0.50% of Final Bid Price
Received	Not Received
Owner's (Shipment) Estimate	
S Owner's (Shipm Proposed Date Estimate	NOV1999
	20,000/ 30,000 US Dollar Provisional
	TCE 18,000 DA US Dollar Suggested
LSDept/Inits Reserve	
REF NOS OBJECT DETAILS Line Mss Qty Description Dept/Inits	1 Karel Appel, Face in bold colors, signed lower left, o/c
REF NOS. Line Mss	-

Provisional Estimates: All estimates require confirmation by Christie's once the Property has been received and examined at the sale site. Until this examination has taken place, your estimates will be shown as provisional and you should be aware that following examination, a new Schedule may be sent to you which may reflect different descriptions and estimates from those shown here. Payment Method and Currency: Will be by check in the sale site currency to you, the Consignor, at your address (as stated on your Consignment Agreement) unless you specify otherwise in writing to Christie's.

Full correspondance to Full pre/aftersale + cat

Chicago office,

Chicago, SEM

Signature: The Property listed above has been consigned to Christie's Inc. under the terms and conditions of the consignment agreement (the "Agreement"), dated 27JUL99 which is incorporated herein by reference to its entirety. You hereby appoint Christie's a special power of attorney for the limited purpose of executing the Agreement in the event that you or your authorized agent or representative shall have failed to execute the Agreement by the day preceding the date on which the Property shall be offered for sale:

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Print name Edwin G. Walker
NYCMK707/0004

Form Ref S/NYC E

Date: Client number: Printed from SN: 27-JUL-99 623183 NYCMK707

CLIENT

CHRISTIE'S

CONSIGNMENT AGREEMENT BETWEEN

CONSIGNOR

Institution

AND

CHRISTIE'S INC. ("CHRISTIE'S")

Decatur Public Library
247 East North Street
Decatur IL 62523-1128
20 ROCKEFELLER PLAZA
NEW YORK, NY 10020
TEL: (212) 636-2000

219 EAST 67th STREET NEW YORK, NY 10021 TEL: (212) 606-0400

217 424 2900 ext. 13

Telephone number:
For & on behalf of:

Commission type:

FOR CHRISTIE'S USE ONLY

MCC: __:_:_

Thank you for consigning your property to Christie's. The terms and conditions of the consignment are as follows:

1. CONSIGNMENT

You (the "Consignor") hereby consign to Christie's the property identified on the attached Schedule, as amended from time to time (the "Property"), which Christie's, as the exclusive agent for Consignor, will offer for sale at public auction, unless otherwise agreed, subject to the provisions set forth below and Christie's standard Conditions of Sale and Limited Warranty in effect at the time of the auction. In the event of a conflict between the Conditions of Sale and Limited Warranty, on the one hand, and this Agreement, on the other hand, the terms of this Agreement shall control.

COMMISSION

(a) Subject to subparagraph (c) below, for its services, Christie's will receive and retain from the proceeds of the sale of the Property a commission from Consignor based upon the aggregate final bid price of all Property sold during any calendar year as follows:

TOTAL PROPERTY SOLD:	COMMISSION RATE PER LOT:
\$5,000,000 or more	2 % of the final bid price
\$2,500,000 - \$4,999,999	2 % of the final bid price
\$1,000,000 - \$2,499,999	3 % of the final bid price
\$500,000 - \$999,999	5 % of the final bid price
\$250,000 - \$499,999	5 % of the final bid price
\$100,000 - \$249,999	5 % of the final bid price

(b) Subject to subparagraph (c) below, if the aggregate final bid price of all Property sold during any calendar year is less than \$100,000, Christie's will receive and retain from the proceeds of sale a commission based upon the final bid price of each lot sold as follows:

the proceeds of sale a commission based upon the final bid price of each lot sold as follows:

FINAL BID PRICE:

\$7,500 - \$99,999

5 % of the final bid price of each lot sold as follows:

10% of the final bid price of each lot sold as follows:

less than \$2,000

15% of the final bid price

(c) If Consignor has sold property through Christie's during the prior calendar year, the
commission rate payable shall be the lesser of (i) the rate to be charged pursuant to
subparagraph (a) or (b) above or (ii) the rate that would have been paid by Consignor
during the prior calendar year under the commission scale outlined above.

(d) Christie's shall also receive a premium to be collected from the buyer of 15% of the final bid price up to and including \$50,000 plus 10% of the final bid price above \$50,000.

(e) There will be a minimum commission charge of \$100 per lot for each lot sold at Christie's Rockefeller galleries and \$50 per lot for each lot sold at Christie's East.

3. EXPENSES

Except as set forth in the attached Schedule, Consignor agrees to pay all costs relating to:

(a) packing and shipping the Property to Christie's;

packing and shipping the Property from Christie's if any Property is returned to Consignor;

insurance, as provided in paragraph 4 below;

- (d) transit insurance, as provided in paragraph 4 below;
- (e) all applicable customs duties and customs user fees;
- (f) catalogue illustration up to a maximum of \$900 per color illustration and \$300 per black and white illustration;
- (g) restoration;
- (h) framing;

tests or procedures that Christie's deems necessary or desirable to verify authenticity, attribution or quality of any Property and any fees in connection therewith;

(j) any special marketing costs;

 storage of the Property after the sale, including in a third-party warehouse, as provided in paragraph 8(e) below;

 an unsold property charge in the event that any lot fails to sell, as provided in paragraph 8(e) below:

 (m) such additional costs and expenses not set forth above as may be agreed to by Consignor.
 Expenses incurred by Christie's for Consignor's account pursuant to this paragraph shall

Expenses incurred by Christie's for Consignor's account pursuant to this paragraph sha include a 10% service charge.

4A. CHRISTIE'S INSURANCE

- (a). Unless Christie's and Consignor agree otherwise, each lot of Property will be insured at Consignor's expense from the time of receipt by Christie's until it ceases to be in Christie's custody for an amount equal to (i) the mean of the pre-sale estimates prior to sale, (ii) the amount of the final bid price if sold, or (iii) the amount of the reserve if unsold (in each case, the "Insured Value").
- (b) Insurance for Property received at Christie's auction premises will be charged to Consignor at a rate of 1% of the Insured Value for all Property other than breakables, such as porcelain or glass, and 2% of the Insured Value for all breakable property. Insurance for Property received at one of Christie's regional offices or at any location other than its auction premises will be charged to Consignor at an additional rate of 0.5% of the Insured Value to cover transit to Christie's auction premises. Whenever Consignor is responsible for packing and shipping charges, Christie's shall have no liability whatsoever to Consignor in connection therewith, even when Christie's has recommended a carrier. For all motor vehicles consigned, delivery into the possession of Christie's shall be deemed to take place when the motor vehicle has been delivered to the saleroom at the place of sale and is stationary with the engines and systems switched off and made safe.
- (c). Each lot of Property will remain insured until 30 days after the sale. If any such lot has not been sold, there will be an additional charge for insurance after that date.
- (d) Christie's liability to Consignor resulting from loss of or damage to any lot of Property shall not exceed the Insured Value of such Property. While Christie's undertakes to exercise reasonable care in handling the Property, we shall not be responsible for any damage to any Property caused by climatic or atmospheric conditions or for any damage to picture frames or to glass therein. For consignments of motor vehicles, Christie's shall not be liable to Consignor for loss or damage due to mechanical breakdown, or any, loss, injury or damage caused by any lot or by Consignor.

4B. CONSIGNOR'S INSURANCE

If Consignor has instructed Christie's not to insure the Property, it will be insured at Consignor's expense under Consignor's insurance policy from the time of receipt by Christie's until it ceases to be in Christie's custody. Christie's shall have no liability to Consignor whatsoever resulting from loss of or damage to any Property. Consignor shall execute and deliver to Christie's an insurance waiver letter in form and substance satisfactory to Christie's or shall deliver to Christie's a certificate of insurance naming Christie's as an additional named insured.

- 5. CONSIGNOR'S REPRESENTATIONS AND WARRANTIES, COVENANTS AND INDEMNIFICATION
- a) Consignor represents and warrants to Christie's that: (i) Consignor has the right and title to consign the Property for sale; (ii) the Property is, and until the completion of sale by Christie's will be, free and clear of all liens, claims and encumbrances of others or restrictions on Christie's right to offer and sell the Property; (iii) upon sale, good and marketable title and right to possession will pass to the buyer free of any such liens,

claims, encumbrances or restrictions; (iv) Consignor has no reason to believe that any lot of Property is not authentic or is counterfeit; (v) the Property is not "confiscated Property" within the meaning of any United States federal or state laws; (vi) Consignor's consignment to and authorization of Christie's to sell the Property is in full compliance with all United States federal and state laws; (vii) the exportation, if any, of the Property from any foreign country has been in full conformity with the laws of such country and the importation of the Property into the United States has been or will be in full conformity with the laws of the United States; and (viii) there are not, and until the completion of sale by Christie's there will not be, any restrictions on Christie's right to photograph, reproduce photographs of or exhibit the Property.

Consignor agrees that such representations and warranties are for the benefit of Christie's and buyers of the Property and that such representations and warranties shall

survive the completion of the transactions contemplated hereby. Consignor agrees to notify Christie's promptly in writing of any events or circumstances that may cause the foregoing representations and warranties to be inaccurate or breached in any way

If Consignor is acting as an agent for a principal, Consignor and principal, jointly and severally, assume all of Consignor's obligations set forth in this Agreement.

Consignor grants to Christie's the right to illustrate and photograph the Property and to use such photographs, illustrations or images at any time before or after the sale and for such purposes as Christie's deems appropriate. Consignor agrees that all catalogue and other photographs, illustrations and descriptions of the Property created by or for Christie's are not "works made for hire" on behalf of Consignor under copyright law, and that Christie's shall own the exclusive copyright and all other rights relating to all such photographs, illustrations and descriptions.

Consignor shall defend, indemnify and hold harmless Christie's from and against any and all losses, damages, liabilities and claims, and all fees, costs and expenses of any kind related thereto (including, without limitation, reasonable attorney's fees), arising out of, based upon or resulting from (i) any act by or omission of Consignor or Consignor's agents (other than Christie's) or representatives relating to or affecting the Property or (ii) any inaccuracy or alleged inaccuracy, asserted by Christie's or any third party in a court action, of any representation or warranty made by Consignor pursuant to this Agreement or (iii) any claim asserted pursuant to Section 986 of the California

SALE ARRANGEMENTS
Christie's shall have complete discretion as to (i) the place and date of sale and the manner in which such sale is conducted, including the Conditions of Sale then in effect, (ii) the illustration, if any, and the description of the Property in our catalogues and other literature, (iii) seeking the views of any expert, either before or after the sale, and (iv) the combination or division of the Property into such lots and/or separate auctions as Christie's in our sole judgement may deem appropriate.

Any written or oral appraisal, estimate or other statement of Christie's or our representatives with respect to the estimated or expected selling price of any lot of Property is a statement of opinion only and shall not be relied upon by Consignor or any third party as a prediction or guarantee of the actual selling price. Christie's makes no representations or warranties to Consignor with respect to the Property, its authenticity, condition or otherwise. Christie's shall not be liable for any errors or omissions in catalogue or other descriptions of the Property. Printed pre-sale estimates shall not include the buyer's premium or taxes.

No Property may be withdrawn from sale after the date of this Agreement without Christie's consent. If Christie's consents to a withdrawal, a lot of Property may be withdrawn upon payment of 20% of the reserve price or 20% of the mean of the pre-sale estimates if the reserve has not yet been set plus all out-of-pocket expenses

incurred by Christie's.

Christie's reserves the right to withdraw any Property at any time before sale if in Christie's sole judgment (i) there is doubt as to its attribution or authenticity, (ii) there is doubt as to the accuracy of any of Consignor's representations or warranties set forth herein, (iii) Consignor has breached any provision of this Agreement or (iv) other just cause exists. There shall be no charge to Consignor, other than Christie's out-of-pocket expenses, for a withdrawal pursuant to clause (i) or (iv). In the event of a withdrawal pursuant to clause (ii) or (iii), Consignor shall be liable for the withdrawal charges and other expenses set forth in subparagraph (c) of this paragraph 6.

All motor vehichles consigned hereunder will be physically inspected to match serial numbers with their registration titles. Any motor vehicle not accompanied by documentary evidence of good title will be refused for delivery.

CONDUCT OF THE SALE

- Reserves. Unless otherwise agreed, each lot of Property will be sold subject to a reserve (the confidential minimum price below which such Property will not be sold) which shall not exceed the low pre-sale estimate therefor and shall not include the buyer's premium or taxes. Unless the reserve is mutually agreed upon and confirmed by Consignor in writing before the sale, the reserve will be determined by Christie's in our sole discretion. Any reserve set in an amount other than a bidding increment will be rounded down to the next bidding increment.
- Selling Below Reserve. Christie's may sell any lot below the reserve if Consignor receives the amount, less Consignor's commission and any sale-related expenses, which Consignor would have received had such lot been sold at the reserve.
- Christie's Acting to Protect Reserve. As Consignor's agent, Christie's shall act to protect the reserve by bidding through the auctioneer.
- No Bidding by Consignor. Under no circumstances shall Consignor (as agent or principal), its representatives, employees or agents, if any (other than Christie's acting as Consignor's agent in accordance with paragraph 7 (c) above), enter or cause to be entered a bid on any lot of Property being offered for sale.

 Limited Liability. In no event shall Christie's be liable for the failure of any lot of
- Property to be sold at or within its estimate range or to reach the reserve.

AFTER THE SALE

Settlement of Account. Provided Christie's has received payment in full from the buyer, and subject to the next sentence hereof, 35 calendar days after the sale (the "Settlement Date"), Christie's will pay Consignor the net proceeds (the final bid price less Consignor's commission payable to Christie's pursuant to paragraph 2 above, any reimbursable expenses and any other amounts due Christie's or any of our affiliates, whether arising out of the sale of the Property or otherwise) received and collected from the sale of the Property. Christie's will not make such payment if Christie's shall have received notice of the buyer's intention to rescind the sale or of any other bona fide claim relating to the Property or its sale prior to the Settlement Date. In the event that Consignor has agreed to arrangements for payment by the buyer which extend beyond the Settlement Date, such date and the amount payable to Consignor thereon shall be adjusted accordingly.

Non-Payment by Buyer. Christie's shall have no obligation to enforce payment by the buyer. However, in the event of non-payment by the buyer, Christie's in our sole discretion, as Consignor's agent or on our own behalf, may cancel the sale and return the Property to Consignor, enforce payment by the buyer or take any other actions permitted by law. Christie's shall not, under any circumstances, be liable for any consequential damages to Consignor as a result of non-payment by the buyer.

Rescision of Sale. Christie's, as Consignor's agent, is authorized to accept the return and rescind the sale of any lot of Property at any time if Christie's in our sole judgment determines that the offering for sale of any Property has subjected or may subject Christie's and/or Consignor to any liability, including liability under warranty of authenticity or title. In such event, Christie's is further authorized to refund or credit to the buyer the purchase price of such returned Property. If Christie's has already

remitted to Consignor any proceeds of the rescinded sale, Consignor forthwith shall pay

Christie's upon request an amount equal to the remitted proceeds. Post-Auction Sales. If any lot is bought-in for failure to reach its reserve, Christie's as Consignor's exclusive agent is authorized for a period of 30 days following the auction to sell the lot privately for a price that will result in payment to Consignor of an amount at least equal to the amount, after deduction of Consignor's commission, Christie's reimbursable expenses, and any amounts due pursuant to California Civil Code Section 986, that Consignor would have received if the lot had been sold at the reserve, or for such lesser amount as Christie's and Consignor shall agree. In such event, all other provisions of this Agreement shall remain in full force and effect.

Unsold Property. For each lot offered but not sold, Consignor shall pay Christie's a service charge of 5% of the reserve. Property remaining unsold following the auction or the expiration of the 30-day period referred to in paragraph 8 (d) above, may, upon Consignor's request and with Christie's agreement, be re-consigned to Christie's under the terms of this Agreement. Christie's reserves the right in its sole judgement to refuse such re-consignment under the terms of this Agreement. If Christie's does not accept the unsold Property for re-consignment, it must be collected by Consignor at Consignor's expense within 35 days following the date on which Christie's offered such Property for Thereafter, Consignor will incur a storage charge of \$10 per day per lot. Consignor shall not be entitled to reclaim any unsold Property until all commission, expenses and other amounts owed to Christie's or any of our affiliates have been paid in full. In Christie's sole discretion, any Property not picked up or reconsigned for sale within 60 days following the date on which Christie's offered such Property for sale may be returned to Consignor at Consignor's expense, transferred to a third-party warehouse or sold at public auction by Christie's at Christie's standard commission rates and charges with a reserve, if any, set in Christie's sole discretion. The proceeds of such sale shall first be applied to the expenses of such sale, then to any indebtedness owing to Christie's or any of our affiliates and any excess shall be remitted to Consignor. In the event of transfer of any unsold Property to a third-party warehouse, Consignor shall bear all cost and risk thereof and shall be liable to such warehouse for the payment of storage and insurance charges of at least \$10 per day per lot.

ADDITIONAL CONSIGNMENTS

Christic's agrees that prior to December 31 of this calendar year, Christic's may, upon Consignor's request, offer for sale at appropriate auctions any additional property of Consignor that Christie's considers suitable for sale at such auction. Such additional property will be offered for sale by Christie's upon the same terms and conditions as should be evidence of, and shall constitute Christie's will mail to Consignor a property Schedule for such additional property. The return of such Schedule signed by Consignor shall be evidence of, and shall constitute Christie's and Consignor's agreement with respect to, the consignment to Christie's of the property listed on such property Schedule upon such terms and conditions. Such property shall thereupon constitute "Property" under the terms of this Agreement.

OTHER MATTERS

This Agreement constitutes the entire agreement and understanding between the parties with respect to the transactions contemplated hereby and supersedes all prior agreements relating to the Property.

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. In the event of any dispute hereunder, (i) the parties hereby consent to the exclusive jurisdiction of the courts of the State of New York and the Federal courts of the United States of America located in the Southern District of New York and (ii) neither party shall be liable to the other for any special, consequential or incidental damages.

This Agreement shall be binding upon Consignor's heirs, distributees, executors, legal representatives, successors and assigns.

Consignor may not assign its rights and/or obligations under this Agreement without the

(d) prior written consent of Christie's.

THE PARTIES AGREE TO THE FOREGOING BY SIGNING IN THE SPACES PROVIDED BELOW:

Print Name: Edwin G. Walker

Date Signed: :7/2:7:19:9

Licensed by the New York City Department of Consumer Affairs

Principle Auctioneer, Christopher J. Burge: License #761543

Chapter I Core Standards

- Core 1. The library provides uniformly gracious and friendly service to all users.
- The library is established and operated in compliance with Chapter 75 of the *Illinois Compiled Statutes*. In general, libraries established by cities, villages, or incorporated towns or townships are governed by the provisions of 75 ILL. COMP. STAT. ANN. 5, the *Illinois Local Library Act*. Library districts are governed by the provisions of 75 ILL. COMP. STAT. ANN. 16, the *Public Library District Act of 1991*.
- The library is in compliance with all other state laws that affect library operations including but not limited to the *Illinois Accessibility Code* [ILL. ADMIN. CODE tit. 71, § 400 et seq.], the *Open Meetings Act* [5 ILL. COMP. STAT. ANN. 120/1], the *Illinois Freedom of Information Act* [5 ILL. COMP. STAT. ANN. 140/1 et seq.], the *State Records Act* [5 ILL. COMP. STAT. ANN. 160/1 et seq.; 70/2 and 5/1-7], the *Library Records Confidentiality Act* [75 ILL. COMP. STAT. ANN. 70/1] and the *Drug Free Workplace Act* [30 ILL. COMP. STAT. ANN. 580/1 et seq.].
- The library is in compliance with all federal laws that affect library operations including but not limited to the *Americans with Disabilities Act* [42 U.S.C. 12101 et seq.], the *Fair Labor Standards Act* [29 U.S.C. 201 et seq.], and the *Bloodborne Pathogens Standard* [29 C.F.R. § 1910.1030]. (See appendix 1.)
- Core 5. The library is governed by a board of trustees elected or appointed and constituted in compliance with the relevant sections of Chapter 75 of the *Illinois Compiled Statutes* [75 ILL. COMP. STAT. ANN. 5/4-7.1 and 75 ILL. COMP. STAT. ANN. 16/30-55.15].
- Core 6. The board of trustees adopts written bylaws that outline its purpose and operational procedures and address conflict-of-interest issues. The board reviews its bylaws at least every three years. (See appendix 2.1 topics for topics recommended for consideration in developing board bylaws.)
- The board of trustees appoints a qualified librarian as library administrator and delegates active management of the library to the library administrator [75 ILL. COMP. STAT. ANN. 5/4-7 or 75 ILL. COMP. STAT. ANN. 16/30-55.35]. For the purposes of this document, a qualified librarian is a person holding an MLS degree from an ALA-accredited program.
- The board of trustees meets on a monthly basis, no less than ten times per year (libraries that contract with another agency for all services meet no less than twice each year), with the library administrator in attendance. Meetings are held in a room and at a location that is convenient for the board and the community. The room is large enough to encourage community participation. The location and the room are accessible to persons affected by the *Illinois Accessibility Code* [ILL. ADMIN. CODE tit. 71, § 400 et seq.] and/or the *Americans with Disabilities Act* [42 U.S.C. 12101 et seq.]. Additional reasonable accommodations that allow persons with disabilities to participate in the meeting are

provided as needed. All board meetings and board committee meetings are in compliance with the *Open Meeting Act* [5 ILL. COMP. STAT. ANN. 120/1]. Written or recorded minutes are taken and kept for all board meetings. Following approval, these minutes are made available to the public and are retained in compliance with the *State Records Act* [5 ILL. COMP. STAT. ANN. 160/1 et seq.; 70/2 and 5/1-7].

- The board of trustees has exclusive control of all property owned by the library and expenditure of all monies collected, donated, or appropriated for the library fund [75 ILL. COMP. STAT. ANN. 5/4-7 and 75 ILL. COMP. STAT. ANN. 16/30-55.10].
- The library has a board-approved, written budget. The budget is developed annually by the library administrator and the board with input from the staff.
- On an annual basis, the board of trustees determines if the library's revenues are sufficient to meet the needs of the community. If the revenues are not sufficient, the board of trustees will take action to increase the library's revenues.
- The library has a board-approved mission statement, a long-range plan, a disaster prevention and recovery plan, and policies. Such policies include but are not limited to the following topics: personnel; reference; use of the library's materials, services, and facilities including use of the library for exhibits and meetings; and collection management. Illinois statutory law specifically requires the board to establish and review at least biennially a written policy for the selection of library materials (as part of the library's collection management policy) and the use of library materials and facilities [75 ILL. COMP. STAT. ANN. 5/4-7.2 or 75 ILL. COMP. STAT. ANN. 16/30-60]. All library policies are in compliance with state and federal laws. (See appendix 2.2.)
- Core 13. The library keeps adequate records of library operations. (See appendix 2.3.)
- On a monthly basis, the library administrator presents written reports on library operations to the board of trustees. Such reports include but are not limited to employment decisions, usage, finance, and collection development.
- Core *15.* The board of trustees annually reviews the performance of the library administrator.
- The library adopts and adheres to the principles set forth in the American Library Association's *Library Bill of Rights* and other ALA intellectual freedom statements and interpretations. (See Appendices 2.4-2.6 for ALA *Library Bill of Rights* and other ALA intellectual freedom statements.)
- Core 17. The library adopts and adheres to the Ethics Statement for Public Library Trustees. (See appendix 2.7 for Ethics Statement for Public Library Trustees.)
- Core 18. The library adopts and adheres to the ALA Code of Ethics. (See Appendix 2.8 for ALA Code of Ethics.)

- The library is a member of an Illinois multitype library system and participates in resource sharing through interlibrary loan and reciprocal borrowing.
- The library has a telephone, telefacsimile machine, photocopier, and computer with modem. The library provides telephone service to its patrons with hearing disabilities through a TTY (teletypewriter), TDD (Telecommunications Devices for the Deaf) or a voice relay provided by the telephone company.
- Core 21. The library provides access to ILLINET Online.
- Core 22. The library participates in the Standards for the Services of Illinois Multitype Systems by fulfilling the member library responsibilities.
- The library is located in a facility designed or renovated for that purpose and in compliance with all applicable federal, state, and local codes.
- The library is open a minimum of 25 hours per week. The hours, scheduled for the convenience of the public, include a minimum of two evenings (Total of 6 hours after 5 p.m.) and 4 weekend hours. Branches or other fixed service points, but not bookmobiles, are also open a minimum of 25 hours per week.
- The library spends a minimum of 12 percent of its operating budget on materials for patrons. For the purposes of this document, the operating budget includes all disbursements except capital expenditures. Health and life insurance; FICA, IMRF, or other pension plans; and all other insurance are part of the operating budget. Capital expenditures include remodeling and building, equipment and furniture, and any other items that are included as fixed assets in the audit. Materials include books, audiovisual materials, periodicals, telecommunication costs for reference services, fees for online information services, and CD-ROM products. Costs related to the installation and maintenance of a LAN or a shared or stand-alone bibliographic database are not included.
- Core 26. The library provides or develops a formal agreement with another agency to provide reference service to the community.
- Core 27. The library informs its community about the collections and services available in and through the library.
- At least every ten years, and more frequently if necessary, the board of trustees determines if the physical facility is sufficient to meet the needs of the community. If the facility does not meet the needs of the community, the board of trustees takes steps to correct the problem.
- At least every ten years, and more frequently if necessary, the library conducts a study to determine if the library is providing collections and services in a quantity, at a time, and in a manner that meets the needs of the community.

Bibliography

Ethics Statement for Public Library Trustees. Chicago: ALA, American Library Trustee Assoc., and the Public Library Assoc., 1989.

Library Bill of Rights. Chicago: ALA, 1980.

Standards for the Services of Illinois Multitype Systems. Springfield, Ill.: Secretary of State of Illinois, 1993.