



# DECATUR PUBLIC LIBRARY

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## AGENDA

### REGULAR MEETING

### BOARD OF TRUSTEES

Thursday, May 20, 2021

4:30 p.m.

### Remote Meeting via Zoom

Meeting Video Link: <https://us02web.zoom.us/j/88049756296>

Meeting Phone Number: 1 312 626 6799 US

Meeting ID: 880 4975 6296

- I. **Call to order** – Samantha Carroll
  - a. **Remote Attendance.** Pursuant to State Executive Orders 2020-07 and 2020-18, which temporarily suspend the in-person presence requirements and eliminate the limitation on remote access of the Illinois Open Meetings Act due to the COVID-19 pandemic, the Board is not requiring physical attendance at the meeting, and will allow all Board members to attend this meeting remotely and fully participate remotely.
- II. **Consent Agenda (Approval of Agenda, Approval of April 15, 2021 Regular Meeting Minutes) (Action)**
- III. **Public comments** – Due to the pandemic mitigation efforts The Decatur Public Library’s Madden Auditorium will be not be open to the public during this Library Board Committee Meeting. For those wishing to provide public input, please email your statement to [rmeyer@decaturlibrary](mailto:rmeyer@decaturlibrary) by 4:00 pm Thursday May 20, 2021. The statement will be read into the record per Library Board public input rules. Anyone can attend virtually via Zoom. Additional instructions are attached.
- IV. **Written Communications from the public**
- V. **City Librarian’s report** –Rick Meyer (Discussion)
- VI. **Division Head reports**—Robert Edwards, Becky Damptz, Alissa Henkel, Matt Wilkerson, Carol Ziese
- VII. **Reports of committees**

**A. Personnel, Policy & Public Relations Committee, May 6, 2021 Meeting—Michael Sexton**

- a. Personnel Update (Discussion)
- b. Sexual Harassment and Retaliation Policy (Action)
- c. Workplace Discrimination, Harassment, Violence, and Retaliation Policy (Action)
- d. Meeting Room Policy (Action)
- e. Software Use Policy (Action)
- f. Board of Trustees Bylaws (Action)
- g. Diversity, Equity and Inclusion (Discussion)
- h. Other (Discussion)

**B. Finance and Properties Committee, May 12, 2021 Meeting—Amy Stockwell**

- a. April 2021 Check Register (Action)
- b. 2021 Budget Report & Projection (Discussion)
- c. Bendsen Signs Proposal (Action)
- d. Building Committee Report (Discussion)
- e. Other (Discussion)

**C. Foundation—Samantha Carroll**

- a. April 29 Meeting (Discussion)

**D. Friends of the Library—Rick Meyer**

- a. April 8, Meeting (Discussion)

**E. Illinois Heartland Library System—Rick Meyer**

- a. Executive Council (Discussion)
- b. Members Meeting (Discussion)

**VIII. Old Business**

- a. Board Opening (Discussion)
- b. Other (Discussion)

**IX. New Business**

- a. Programs and Meetings (Action)
- b. COVID Protocols (Action)
- c. Other (Discussion)

**X. Adjournment**

If you have questions please contact: Rick Meyer, City  
Librarian  
421-9713 or [rmeyer@decaturlibrary.org](mailto:rmeyer@decaturlibrary.org)



## DECATUR PUBLIC LIBRARY

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### DECATUR PUBLIC LIBRARY BOARD OF TRUSTEES

April 15, 2021 Meeting

Minutes

**Date:** April 15, 2021

**Time:** 4:30 p.m.

**Location:** Decatur Public Library Board Room

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**Board President:** Samantha Carroll **Board Members:** Sofia Xethalis, Amy Stockwell, Gregg Zientara, Michael Sexton, Susan Avery, Karl Coleman, Kathy Wrigley

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**Present:** Samantha Carroll

Sofia Xethalis

Amy Stockwell

Greg Zientara

Michael Sexton

Susan Avery

Karl Coleman

Kathy Wrigley

**Absent:**

**Staff:** Rick Meyer, City Librarian

Robert Edwards

Carol Ziese

Alissa Henkel

Matt Wilkerson

**Guests:**

**Call to Order:**

Samantha Carroll called the meeting to order at 4:30 p.m.

Remote Attendance. Pursuant to State Executive Orders 2020-07 and 2020-18, which temporarily suspend the in-person presence requirements and eliminate the limitation on remote access of the Illinois Open Meetings Act due to the COVID-19 pandemic, the Board is not requiring physical attendance at the meeting, and will allow all Board members to attend this meeting remotely and fully participate remotely.

**Public comments:** None

**Consent Agenda (Approval of Agenda, Approval of March 18, 2021 Regular Meeting**

**Minutes** (Action) Ms. Carroll requested a motion to approve, Ms. Avery made the motion to approve the March 18, 2021 Board of Trustee meeting minutes seconded by Ms. Xethalis. Ms. Carroll requested a roll call vote, Ms. Xethalis yes, Ms. Wrigley yes, Ms. Avery yes, Mr. Zientara yes, Mr. Sexton yes, Ms. Stockwell yes, Ms. Carroll yes.

**Written Communications from the Public:** None.

City Librarian's Report (Discussion)

Mr. Meyer stated Michelle Whitehead's training is completed. Mr. Meyer is participating in the Directors University planning committee training, which is now remote. He is also working on the ILA Awards and Executive Board. The Board of Trustees reviewed the circulation graphs for the years 2019, 2020, and 2021.

Division Head Reports (Discussion)

Robert Edwards, Assistant City Librarian. Michele Whitehead and Betti Jo Heckwine are also completing some additional training. Maintenance on the HVAC monitoring system and chiller have been completed. Circulation numbers have been going up since December. Staff reorganizations have generated a savings of around \$10K.

Alissa Henkel, Head of Programs, Resources & Services presented info for the 2021 Summer Reading Program. Last year there were under 1,000 participants. DPL will not use IRead this year, but use locally generated theme: Read Decatur. The Library will promote a summer fun run with multiple local partners. This promotion runs from June 1 to June 10.

Becky Damptz, Head of Archives and Special Collections, stated in March, Leann Grossman and volunteers did a remarkable job of completing 34 in-depth requests. Effective May 3, the department will be opening back up to full hours, Saturdays will be by appointment only.

Matt Wilkerson, Systems Administrator, stated our service agreement was reinstated with Bibliotecha so we can get more accurate counts on people coming in and out of the library. They provide security gates and the self-check machines. Mr. Wilkerson and Chris Nihiser are working on getting our paper forms converted to internal online forms. Mr. Nihiser is working on getting our computers connected with Richland.

Carol Ziese, Head of Technical reported as member of SHARE Executive Council that IHLS is soon to adopt a new app called SOLUS which has multiple functions. SHARE pays for the app for the first 3 years. It looks like it will be voted on in May, and could start as early as July.

Ms. Henkel, Mr. Wilkerson, Ms. Damptz, and Ms. Ziese left the meeting at 4:53pm.

Reports of Committees:

- A. Personnel, Policy, & Public Relations Committee, April, 2021 Meeting – Michael Sexton –
  - a. Personnel Update (Discussion) Already discussed.
  - b. Meeting Room Policy (Action) The Committee suggested removing the language regarding individuals and changed it to organizations. Mr. Meyer will conduct further research with other libraries regarding meeting room use by

individuals. Ms. Carroll requested motion to approve, Mr. Sexton made a motion to approve, seconded by Mr. Coleman. Ms. Carroll requested a roll call vote, Ms. Avery yes, Ms. Xethalis yes, Mr. Sexton yes, Mr. Zientara yes, Ms. Wrigley yes, Ms. Stockwell yes, Mr. Coleman yes, Ms. Carroll yes.

- c. City Librarian's Professional Goals for 2021 (Action) Mr. Meyer provided goals discussed by the committee. Ms. Carroll requested motion to approve, Ms. Avery made a motion to approve, seconded by Mr. Coleman. Ms. Carroll requested a roll call vote, Ms. Avery yes, Ms. Xethalis yes, Mr. Sexton yes, Mr. Zientara yes, Ms. Wrigley yes, Ms. Stockwell yes, Mr. Coleman yes, Ms. Carroll yes.
- d. Diversity, Equity, and Inclusion (Discussion) Mr. Edwards discussed the most recent meeting with proposed deadlines and guidelines. The Committee will come back with a list of consultants with a Request for Qualifications. The EDI Committee hopes to have a consultant approved in May.

**B. Finance and Properties Committee, March 10 Meeting – Amy Stockwell**

- a. March 2021 Check Register (Action) Ms. Stockwell made a motion to approve, seconded by Mr. Zientara. Ms. Carroll requested a roll call vote, Ms. Avery yes, Ms. Xethalis yes, Mr. Sexton yes, Mr. Zientara yes, Ms. Wrigley yes, Ms. Stockwell yes, Mr. Coleman yes, Ms. Carroll yes.

2021 Budget Report & Projection (Discussion) Because of the change in the City's dredging project, Payment in Lieu of Taxes may be down going forward. The Library is evaluating cost vs. use of various databases.

**C. Foundation –** The Decatur Public Library Foundation will be meeting on the 29<sup>th</sup> and discussing a new project to fund an LED sign.

**D. Friends of the Library –** The Friends of the Library has changed the process regarding how the library applies for grant money from them.

**E. Illinois Heartland Library System –** Previously discussed.

**Old Business**

Board Opening (Discussion) Ms. Carroll reached out to Mayor Moore Wolfe regarding two new candidates.

**New Business**

Building Committee (Discussion) Mr. Meyer advised that the committee met last Friday for the first time in a year. Mr. Meyer reached out to Product Architecture to request a couple of tweaks to current plans.

**Other**

Ms. Stockwell is moving to Rochester, NY. in 21 days. She will retain her Decatur property for a period of time.

**Adjournment**

Ms. Carroll requested a motion for adjournment at 5:23 p.m. Ms. Stockwell made the motion to

adjourn, seconded by Ms. Xethalis. Ms. Carroll requested a roll call vote, Ms. Avery yes, Ms. Xethalis yes, Mr. Sexton yes, Mr. Zientara yes, Ms. Wrigley yes, Ms. Stockwell yes, Mr. Coleman yes, Ms. Carroll yes.

Scribe,  
Michelle Whitehead, Administrative Secretary

# DECATUR PUBLIC LIBRARY POLICY AGAINST WORKPLACE DISCRIMINATION, HARASSMENT, VIOLENCE AND RETALIATION

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**Effective Date**

**Revision 1**

**Page 1 of 7**

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**1.0 POLICY STATEMENT:** The Decatur Public Library (the “Library”) strives to create and maintain a work environment in which people are treated with dignity, decency, and respect. The environment of the workplace should be characterized by mutual trust and the absence of intimidation, oppression and exploitation. Employees are expected to conduct themselves in an appropriate manner, as judged by a reasonable person. Employees should be able to work and learn in a safe and stimulating atmosphere. The accomplishment of this goal is essential to the mission of the Library. For that reason, the Library will not tolerate unlawful discrimination or harassment, violence or retaliation of any kind. Through enforcement of this policy and by education of employees, the Library will seek to prevent, correct and discipline behavior that violates this policy. All employees, regardless of their position, are covered by and are expected to comply with this policy, and to take appropriate measures to ensure that prohibited conduct does not occur. Appropriate disciplinary action will be taken against any employee who violates this policy, or any of its provisions. Based upon the seriousness of the offense, disciplinary action may include verbal or written reprimand, suspension, or termination of employment.

**2.0 PROCEDURES:** Behaviors prohibited by this policy include unlawful discrimination, harassment, sexual harassment, workplace violence, and retaliation.

## **2.1 UNLAWFUL DISCRIMINATION**

It is unlawful and a violation of this policy to discriminate in Library employment, benefits, working conditions, or evaluative standards if the basis of that discriminatory treatment is, in whole or in part, the person's race, color, national origin, age, religion, disability status, gender, sexual orientation, ancestry, marital status or unfavorable military discharge. It is the policy of the Library to ensure all employees of the Library receive fair and impartial access to State and Federal organizations if they feel an act of unlawful discrimination has been committed against them in the course of work by the Library. As a matter of policy, parties involved in the alleged discrimination will be encouraged to settle their differences, to the mutual satisfaction of all at any step in the process, and as soon as practicable. Employees wishing to file a discrimination complaint against the Library may contact the City Librarian for guidance to the proper organizations to contact.

## **2.2. SEXUAL HARASSMENT**

Harassment on the basis of sex is a violation of Section 703 of Title VII of the U.S. Civil Rights Act of 1964. Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of substantially or unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment. Sexual harassment may include both verbal and nonverbal behavior such as sexual propositions, innuendo, suggestive comments, sexually oriented jokes or teasing, or unwelcome physical contact such as patting, pinching, or brushing against another, statements about other employees, even outside of their presence, of a sexual nature, obscene or sexually suggestive gestures or noises, signs or materials of a sexual nature and/or the use of electronic devices and social media to harass or

threaten. For purposes of this definition, the phrase “working environment” is not limited to a physical location an employee is assigned to perform his or her duties and does not require an employment relationship.

Employees should promptly report incidents of sexual harassment in the workplace to the employee's supervisor or the City Librarian. The City Librarian, or his/her designee, will conduct thorough, prompt, and confidential investigations of the allegations. In cases of incidents of sexual harassment by an employee's supervisor, reports should be made to the offending supervisor's supervisor and to the City Librarian. If the City Librarian is the harasser, reports should be made to the Board President. Retaliation for reporting sexual harassment allegations is prohibited as set forth in Section 2.5 of this Policy and may be protected under the State Officials and Employees Ethics Act (5 ILCS 430/15-10); the Whistleblower Protection Act (740 ILCS 174/15(a)) and the Illinois Human Rights Act (775 ILCS 5/6-101).

Sexual harassment is considered a form of sex discrimination. Procedures for filing such complaints are explained herein and in Section 2.1 of this of this Policy. If relief is not obtained through informal means, employees may also file discrimination complaints on such matters with state, and/or federal civil rights agencies. The Illinois Department of Human Rights has a State of Illinois Sexual Harassment and Discrimination Helpline. That number is 1-877-236-7703, and the website is [www.illinois.gov/SexualHarassment](http://www.illinois.gov/SexualHarassment). The federal agency that handles sexual harassment is the Equal Employment Opportunity Commission (EEOC). Their number is 1-800-669-4000, and the website is [www.EEOC.gov](http://www.EEOC.gov). Training on this policy will be provided to all new employees by the Library. The City Librarian, or his or her designee, will assist with these tasks by coordinating new employee orientations and periodic refresher training on the subject. Such refresher training should be provided annually, and at any time material changes are made to this policy. The City Librarian shall have final authority regarding disciplinary action for sexual harassment and/or retaliation.

### **2.2.1 COMPLAINTS OF SEXUAL HARASSMENT OF AN ELECTED OFFICIAL BY ANOTHER ELECTED OFFICIAL.**

Public Act (P.A) 101-0221 amended the State Officials and Employees Ethics Act to require the independent review of complaints of sexual harassment of an elected official, the Library will retain an experience outside consultant to receive complaints of sexual harassment of an elected official by another elected official and independently review those complaints. When completed, that review will be provided to the Library for appropriate action under this policy. Elected officials may also report allegations of sexual harassment to the City Librarian. The Library presently has no elected officials.

### **2.3. HARRASSMENT**

Harassment on the basis of any other protected characteristic is also prohibited. Harassment is verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her race, color, religion, sex, sexual orientation, national origin, age, disability, marital status, citizenship or any other characteristic protected by law, and that: (1) has the purpose or effect of creating an intimidating, hostile or offensive work environment; (2) has the purpose or effect of unreasonably interfering with an individual's work performance; or (3) otherwise adversely affects an individual's employment opportunities.

Harassing conduct includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes; and written or graphic material that is placed on the employer's premises or circulated in the workplace (including through e-mail) which denigrates or shows hostility or aversion toward an individual or group.



The Library encourages individuals who believe they are being subjected to such conduct to advise the offender that the behavior is unwelcome and to request that it stop. Often, this action alone will resolve the problem, but the Library recognizes that individuals may prefer to pursue the matter through complaint procedures.

Such harassment is considered a form of unlawful discrimination. If relief is not obtained through informal means, employees may file discrimination complaints on such matters with state, and/or federal civil rights agencies. Procedures for filing such complaints are explained in Section 2.1 of this Policy.

## **2.4 WORKPLACE VIOLENCE**

Workplace violence includes assault, criminal damage to property, disorderly conduct, harassment, larceny, menacing behavior, reckless endangerment, robbery, and sex offenses (including lewdness, sex abuse, sodomy and rape) on the job.

To minimize workplace violence, the Library's librarian will assess employee and public vulnerability to workplace violence at all locations, audit workplace violence prevention efforts, oversee employee training programs in violence prevention, regularly review reports of incidents of violence in the workplace to recommend changes to correct hazards, communicate with similar local governments concerning experiences with workplace violence, work with supervisors to determine the presence of hazards, conditions, operations and other situations which might place workers at risk of occupational assault incidents, and survey employees to identify the potential for violent incidents and to identify the need for improved security measures.

The Library will provide training for all employees on identifying and reporting workplace violence incidents, recognizing signs of potential violence, reviewing measures instituted to prevent workplace violence, and describing post-incident medical follow-up, counseling, and reporting procedures. Employees should report signs of potential violence to supervisors immediately.

The Library encourages employees to bring their differences with other employees to the attention of their supervisors or the City Librarian before such situations escalate into potential violence. The Library is eager to assist in the resolution of employee disputes and will not discipline employees for raising such concerns.

Employees should report incidents and threats of workplace violence to their supervisors immediately and can complete the Library's "Incident Report Form". Supervisors will promptly investigate allegations of workplace violence, per the Library's policy on workplace investigations, and will ensure copies of incident reports are forwarded on all incidents to the City Librarian. In cases of incidents committed by an employee's supervisor, reports should be made directly to the offending supervisor's supervisor and to the City Librarian. If it is the City Librarian reports should be turned into the Board President.

Threats, threatening conduct or any other acts of aggression or violence in the workplace will not be tolerated. Any employee determined to have committed such acts will be subject to disciplinary action, including reprimand, suspension and/or discharge. Non-employees engaged in violent acts on the Library's premises or directed toward a Library employee conducting library business will be reported to the proper authorities and fully prosecuted.

Supervisors will refer perpetrators of incidents and threats of workplace violence to the Library's employee assistance program (EAP) and will determine appropriate follow up and disciplinary action. Employees

will not be permitted to return to the workplace until such time as the EAP professional indicates in writing that the employee is complying with EAP recommendations and is fit to return to duty. Such referrals shall be considered "directed referrals". Employees failing to cooperate with directed referrals will be considered "absent without leave", and will be subject to possible disciplinary action, up to and including reprimand, suspension and/or discharge.

The Library will maintain an accurate record of all workplace violence incidents. Any on-duty injuries that occur as a result of a workplace violence incident will be reported and recorded. The Library will ensure that all injuries that require more than first aid, that result in a loss-time injury, that requires modified duty or that the cause of loss of consciousness will be recorded on the OSHA 300 log, and, should be reported on the standard job injury reporting forms. Doctors' reports and supervisors' reports of each incident will be kept with workers compensation files. Incidents of abuse, verbal attack, or aggressive behavior which may be threatening to the employee, but not resulting in injury, will also be recorded.

## **2.5 RETALIATION**

Retaliation is defined as: the reprimand, discharge, suspension, demotion, denial of promotion or transfer, or change in the terms or conditions of employment of any employee that is taken as a result of an employee's or official's involvement in protected activity pursuant to this policy. This policy prohibits any retaliation against any employee or official for 1) filing a charge of discrimination, harassment, workplace violence or retaliation, 2) participating in an investigation or opposing discriminatory, harassing, violent practices or retaliation, or 3) being the target of discrimination, sexual harassment, harassment, workplace violence and/or retaliation. No individual making a report will be retaliated against, even if a report made in good faith is not substantiated. Any witness to an incident of sexual harassment will be protected from retaliation.

## **2.6 FALSE REPORTING**

The filing of false, malicious, frivolous and/or groundless reports and/or complaints of discrimination, sexual harassment, workplace violence and/or retaliation is an abuse of this policy and is prohibited.

## **3.0. RESPONSIBILITY**

It is the responsibility of each department director to ensure that all supervisory personnel are aware at all times of this policy. It is the responsibility of all supervisors to ensure that all of their employees are aware of this policy and of the confidential means available to them for reporting incidents.

Training on this policy will be provided to all new employees by the librarian. The Library will assist with these tasks by coordinating new employee orientations and periodic refresher training on the subject. Sexual harassment training shall be provided annually.

It is the responsibility of the Library to effect investigations of informal allegations of incidents. Such investigations may be assigned to the appropriate Library personnel.

Appropriate disciplinary action will be taken against any employee who violates this policy, or any of its provisions. Based upon the seriousness of the offense, disciplinary action may include verbal or written reprimand, suspension, or termination of employment. The City Librarian, or his or her designee, shall have final authority on disciplinary action for policy violations.

APPROVED:

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President, Decatur Public Library  
Board of Trustees

**Workplace Incident Report Form  
Victim's Report**

1. Victim's Name:	2. Job Title:
3. Address:	4. City: <span style="float: right;">ST      Zip:</span>
5. Home Phone:	6. Work Phone:
7. Work Location:	8. Work Address:
9. Department:	10. Division:
11. Incident Date:	12. Incident Time:
13. Incident Location:	
14. Type of Incident: (See definitions on reverse side) (Check one): <input type="checkbox"/> Assault <input type="checkbox"/> Criminal Damage to Property <input type="checkbox"/> Disorderly Conduct <input type="checkbox"/> Harassment <input type="checkbox"/> Larceny <input type="checkbox"/> Menacing <input type="checkbox"/> Reckless Endangerment <input type="checkbox"/> Robbery <input type="checkbox"/> Sex Offense <input type="checkbox"/> Sexual Harassment <input type="checkbox"/> Discrimination <input type="checkbox"/> Other (Please Specify)	
15. Injuries to victim? <input type="checkbox"/> Yes <input type="checkbox"/> No	16. Treatment Location:
17. Describe injuries:	
18. Did police respond to incident? <input type="checkbox"/> Yes <input type="checkbox"/> No	19. Police Agency:
20. Police report filed? <input type="checkbox"/> Yes <input type="checkbox"/> No	21. Police Report #
22. Was supervisor notified? <input type="checkbox"/> Yes <input type="checkbox"/> No	23. Supervisor's Name:
24. Union/employee rep notified? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	25. Representative's Name:
26. Alleged Assailant/Perpetrator (check one): <input type="checkbox"/> Intruder <input type="checkbox"/> Citizen <input type="checkbox"/> Customer <input type="checkbox"/> Visitor <input type="checkbox"/> Co-Worker, <input type="checkbox"/> Former Employee <input type="checkbox"/> Supervisor <input type="checkbox"/> Relative <input type="checkbox"/> Friend/Acquaintance <input type="checkbox"/> Arrestee/Detainee <input type="checkbox"/> Other (Please specify):	
27. Alleged Perpetrator's Name:	28. Alleged Perpetrator's Age (if known):
29. Address (if known):	30. City: <span style="float: right;">ST      Zip</span>
31. Brief Description of the Incident:	
32. Did incident involve a weapon? <input type="checkbox"/> Yes <input type="checkbox"/> No    Description of weapon:	
33. Was inappropriate action/violence directed only at one victim? <input type="checkbox"/> Yes <input type="checkbox"/> No	
34. Was victim alone when the incident occurred? <input type="checkbox"/> Yes <input type="checkbox"/> No    List other victims/witnesses:	
35. Did victim have any reason to believe that an incident might occur? <input type="checkbox"/> Yes <input type="checkbox"/> No    If yes, why?	
36. What can be done to prevent a future similar incident?	
37. <b>The victim's confidentiality will be protected as much as practical and this information will be shared on a need to know basis only.</b>	
38. Victim's Signature:	39. Date:
40. Signature of person preparing this form (if different than victim):	

**Definitions of Incidents:**

1. **ASSAULT:** The intentional use of physical injury (impairment of physical conditions or substantial pain) to another person, with or without a weapon or dangerous instrument.
2. **CRIMINAL DAMAGE TO PROPERTY:** Intentional or reckless damage to the property of another person without permission.
3. **DISORDERLY CONDUCT:** Intentionally causing public inconvenience, annoyance or alarm or recklessly creating a risk thereof by fighting (without injury) or in violent or threatening behavior, or making unreasonable noise, shouting abuse, misbehaving, disturbing an assembly or meeting of persons, or creating hazardous conditions by an act which serves no legitimate purpose.
4. **HARASSMENT:** any unwelcome verbal, written or physical conduct that either denigrates or shows hostility or aversion towards a person that:
  - a. Has the purpose or effect of creating an intimidating, hostile or offensive work environment.
  - b. Has the purpose or effect of unreasonably interfering with an employee's work performance.
  - c. Affects an employee's employment opportunities or compensation.
  - d. May include: intentionally striking, shoving or kicking another or subjecting another person to physical contact, or threatening to do the same (without physical injury). Also, using abusive or obscene language or following a person in or about a public place, or engaging in a course of conduct which alarms or seriously annoys another person.
5. **SEXUAL HARASSMENT:** Any unwelcome sexual advance, request for sexual favors, or verbal, written or physical conduct of a sexual nature by a manager, supervisor, co-worker or third party.
6. **DISCRIMINATION:** Occurs whenever an employment decision for a member of any of the protected classes, is based on the employee's membership in that class rather than on the employee's job performance. Discriminatory practices can also include:
  - a. Harassment—see above.
  - b. Retaliation—against an individual for filing a charge of discrimination, participating in an investigation, or opposing discriminatory practices.
7. **LARCENY:** Wrongfully taking, depriving, or withholding property from another (no force involved). Victim may or may not be present.
8. **MENACING:** Intentionally placing or attempting to place another person in fear of imminent serious physical injury.
9. **RECKLESS ENDANGERMENT:** Subjecting individuals to danger by recklessly engaging in conduct which creates substantial risk of serious physical injury.
10. **ROBBERY:** Forcible stealing of another's property by use of threat of immediate physical force. (Victim is present and aware of theft.)
11. **SEX OFFENSE:**
  - a. Public Lewdness: Exposure of sexual organs to others.
  - b. Sexual Abuse: Subjecting another to sexual contact without consent.
  - c. Sodomy: A deviant sexual act committed as in rape.
  - d. Rape: Sexual intercourse without consent.



## DECATUR PUBLIC LIBRARY

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### STATEMENT OF POLICY FOR USE OF MEETING ROOMS

The Decatur Public Library welcomes the use of its meeting rooms by organizations. The library will not charge a fee to not-for-profit, community, and government organizations.

For events planned and/or promoted in conjunction with Decatur Public Library, organizations will not be charged a fee.

Meeting rooms are not available for private social functions. There shall be no solicitation for donations or selling of products or services at the meetings, with the exception of library sponsored functions.

Requests for use of a meeting room must be made no later than the Friday before the meeting, **but no earlier than 2 months prior to the meeting date.** Requests should be submitted on the library meeting room **application form provided by the Library.** Meeting rooms can be booked tentatively by phone, email or fax, but the completed application with payment must be returned within 5 business days of the initial booking request, or the booking may be cancelled. Payment may also be made by purchase order with prior approval. After payment is received, a 50% fee will be applied to all cancellations.

With the exception of the Library Board room, meeting rooms are available during regular library hours from the time the library is open until 30 minutes prior to the library closing time. The Library Board room is available Monday through Friday from the time the library opens through 4:30 p.m.

Please see library meeting room fee schedule for current cost of renting various rooms.

Organizations may rent Library meeting rooms as many as twelve times per calendar year.

If food or beverages are served, the organization using the room is responsible for cleanup. A cleaning fee will be assessed if the room is not left clean. Please see fee schedule. Alcoholic beverages and smoking are prohibited in the Library.

The Library is not responsible for personal belongings left in the meeting rooms.

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 Decatur Public Library Board of Trustees**

**March 19, 2015**

**Amended August 17, 2017**

**Amended June 18, 2020**

# **Bylaws of the Board of Trustees of Decatur Public Library**

## **ARTICLE I – DEFINITION**

The name of this body shall be Decatur Public Library (hereinafter referred to as the “Library”).

## **ARTICLE II -PURPOSE**

The Board of Trustees of Decatur Public Library is responsible for governance and overseeing the provision of library service to meet the needs of the Decatur community. To this end, the Board shall:

1. Determine Library policies.
2. Employ a capable library administrator.
3. Secure adequate funds for library operations.
4. Approve expenditure of library funds.
5. Provide and maintain adequate facilities.
6. Promote use of the Library within the community.
7. Perform other duties as outlined in Illinois Compiled Statutes.

Trustees serve without compensation but may be compensated for expenses. In their position of public trust, Trustees shall avoid conflicts between private interests and official responsibilities. Prior to May 1st of each calendar year, all Trustees shall file a Statement of Economic Interest with the County Clerk, pursuant to the Illinois Governmental Ethics Act.

## **ARTICLE III – MEMBERSHIP**

The Board of Trustees shall consist of nine (9) members appointed by the Mayor of Decatur. The term of each member shall be for three (3) years with new Trustees being sworn in at the July meeting. Vacancies are filled according to the process laid out in 75 ILCS 5/4-4.

## **ARTICLE IV – OFFICERS**

The officers of the Board Trustees shall be a President, Vice-President, and Secretary, each to be elected at the annual meeting by a majority vote of the Trustees present. Each term of office shall be for one year, or until a successor has been elected and qualified. If a vacancy occurs in an Officer position, an election is held among the remaining Trustees.

## **ARTICLE V -DUTIES OF THE OFFICERS**



President: The President shall preside at all meetings of the Board of Trustees, appoint committees and committee chairs, act as a member of all committees, and perform such other duties as are normally associated with the office or may be assigned to him or her by the Board.

Vice-President: The Vice-President shall, in the absence of the President, perform all duties of that office and shall have such other duties and responsibilities as the Board may determine.

Secretary: The Secretary shall have charge of such correspondence as is delegated by the President of the Board of Trustees. The Secretary shall be responsible for distribution, collection and tabulation of forms used in the annual Executive Director's evaluation.

Commented [RM1]: PPPR Chair?

The Secretary shall preside in the absence of both the President and Vice-President. In the event that the President, Vice-President and Secretary are absent from a meeting, the members present shall elect a President *pro tem* from among themselves to conduct that meeting only.

## ARTICLE VI – COMMITTEES

Committees are advisory groups. They present non-binding recommendations to the Board which the Board then decides to accept, reject or modify. There are two standing committees, all other committees are considered *ad-hoc* committees or committees-of-the-whole unless otherwise determined by a vote of the majority of the Board.

### Standing Committees

The following standing committees shall be appointed by the President to serve for one year and shall each consist of five Board members to include a chairman, three other Board members, and the President:

- Committee on Finance and Properties
- Committee on Personnel, Policy, and Public Relations

Each of these committees shall meet regularly at a day time, and place to be determined at the Board's Annual Meeting. This schedule shall be made public in accordance with the Illinois Open Meetings Act. The meeting day and time may be changed by majority agreement of the Committee, provided written notice is given seven days prior to the meeting. If no agenda items have been identified or if a quorum of the members will not be present, the meeting will be cancelled and notification of the cancellation will be given.

The duties of each of these committees shall be such as are associated with its name and related policies or shall be committed to it by action of the President with the advice and consent of the Board.

The duties of the Personnel, Policy, and Public Relations committee will also include the evaluation of the City Librarian, the formulation of goals, and the recommendation to the Board of such goals and/or evaluation.

Trustees will also be appointed by the President to serve for one year on other required boards, including, but not limited to, the Friends of the Decatur Public Library and the Decatur Public Library Foundation. The President will make monthly liaison assignments to the Friends of the Library Board meetings. The President may appoint members of the Board to act as liaison agents between the Library and other institutions in the community.

### ***Ad hoc* Committees**

The Board of Trustees may from time to time appoint special committees for selected tasks and shall define the size, composition, purposes and duration of such special committees pursuant to a resolution of the Board. *Ad hoc* committees shall review matters within the scope of their assigned work shall advise the Board of Trustees and the City Librarian thereon. All *ad hoc* committees shall abide by the general committee procedures described previously and shall disband when they have completed the work for which they were appointed.

The Nominating Committee is an *ad hoc* committee and will consist of two (2) Trustees appointed by the President at least 30 days in advance of the Annual Meeting each year. The Committee shall recommend a slate of officers to the Board.

## **ARTICLE VII – MEETINGS**

The rules contained in the most recent edition of Robert's Rules of Order shall govern the business of the Board in all matters not covered by the bylaws, and/or the Illinois Open Meetings Act.

All meetings shall be posted and open to the public as required by the Open Meetings Act and the Illinois Compiled Statutes.

The President of the Board shall establish the agenda as required.

Five (5) members of the nine-member Board shall constitute a quorum for conducting business. In the event of any unfilled vacancies on the Board, a quorum shall be a majority of the Trustees in office.

Regular monthly meetings of the Board and standing committees shall be held in the Library at times to be established annually. This schedule of monthly meetings shall be posted in the Library buildings and on the Library's web site.

Committee meetings shall be held in the Library as needed and an announcement shall be posted in all required locations no less than forty-eight (48) hours in advance of the meeting. Notice of all committee meetings will be sent to Board members. If a majority of the committee members are present, that shall constitute a quorum.

Immediately following the February monthly meeting each year shall be the Annual Meeting. The Board shall, at the Annual Meeting, elect Officers and conduct any other appropriate business.

Special meetings may be called by the President or the City Librarian, or upon the written request of two Trustees. Only such business as stated in the call may be transacted at a special meeting. Except in the case of a bona fide emergency, notice of call shall be sent to all Trustees and posted in all required locations no less than 48 hours prior to a special meeting. All special meetings will be posted and held as required by the Open Meetings Act.

#### Electronic Attendance at Meetings Rules

Section 1. Rules Statement. It is the decision of Decatur Public Library that any member of the Board of Trustees may attend any open or closed meeting of the Board of Trustees via electronic means (such as by telephone, video or internet connection) provided that such attendance complies with these rules and any applicable laws.

Section 2. Prerequisites. A member of the Board of Trustees may attend a meeting electronically if the member meets the following conditions:

- (a) The member should notify the Decatur Public Library Librarian at least one hour before the meeting, unless impractical, so that necessary communications equipment can be arranged. Inability to make the necessary technical arrangements may result in denial of a request for remote attendance.
- (b) The member must assert one of the following three reasons why he or she is unable to physically attend the meeting,
  - 1) The member cannot attend because of personal illness or disability; or
  - 2) The member cannot attend because of employment purposes or the business of the Decatur Public Library; or
  - 3) The member cannot attend because of a family or other emergency.

Section 3. Authorization to Participate.

- (a) The Decatur Public Library Librarian, after receiving the electronic attendance request, shall inform the Board of Trustees of the request for electronic attendance.
- (b) After establishing that this a quorum is physically present at meeting where member of the Board of Trustees desires to attend electronically, the presiding officer shall state that (i) a notice was received in accordance with these Rules, and (ii) the member will be deemed authorized to attend the meeting electronically unless a motion objecting to the member's electronic attendance is made, seconded, and approved by two-thirds of the members of the Board of Trustees physically at the meeting. If no such motion is made and seconded or if any such motion fails to achieve the required vote by the members of the Board of Trustees physically present at the meeting, then the request by the Board of Trustees and the presiding officer shall declare the requesting member present. After such

declaration by the presiding officer, the question of a member's electronic attendance may not be reconsidered.

Section 4. Adequate Equipment Required. The member participating electronically, and other members of the Board of Trustees must be able to communicate effectively, and members of the audience must be able to hear all communications at the meeting site. Before allowing electronic attendance at any meeting, the Board of Trustees shall provide equipment adequate to accomplish this objective at the meeting site.

Section 5. Minutes. Any member attending electronically shall be considered an offsite attendee and counted as present electronically for that meeting if the member is allowed to attend. The meeting minutes shall also reflect and state specifically whether each member is physically present or present by electronic means.

Section 6. Rights to Remote Member. A member permitted to attend electronically will be able to express his or her comments during the meeting and participate in the same capacity as those members physically present, subject to all general meeting guidelines and procedures previously adopted and adhered to. The member attending electronically shall be heard, considered, and counted as to any vote taken. Accordingly, the name of any member attending electronically shall be called during any vote taken, and his or her vote counted and recorded and placed in the minutes for the corresponding meeting. A member attending electronically may leave a meeting and return as in the case of any member, provided the member attending electronically shall announce his or her leaving and returning.

Section 7. Committees, Boards and Commissions. These rules shall apply to all committees, boards and commissions established by authority of the Board of Trustees.

## **ARTICLE VIII – PUBLIC PARTICIPATION**

The Library Board of Trustees acknowledges that public participation at Board meetings provides necessary input on various matters of concern to the public and contributes to the effective operation of the library. Members of the public are encouraged to participate at Board meetings in accordance with this Policy. The Library Board of Trustees hereby states its intention to comply with the laws of Illinois concerning provisions for public comments at open meetings.

1. Public participation shall be permitted at any regular or special meeting of the Library Board of Trustees or any committee thereof which is required to be open to the public under the provisions of the Illinois Open Meetings Act (Illinois Rev. Statutes, 5 ILCS 120 et. seq.). The Board shall not, however, permit public participation during any meetings or

portions of meetings that are deemed closed sessions under the Open Meetings Act.

2. A portion of each meeting required to be open to the public shall be reserved and set aside for purposes of public comment and participation. In addition to that portion of the meeting set aside for public participation, the President of this Board, in his discretion, may permit public comment at any other time during the meeting. The President's allowance of public comments at other times during the meeting shall be discretionary and non-precedential in character.
3. The Board shall permit any member of the public, including non-residents and employees of the library, to comment to or ask questions of the Board during that portion of the meeting designated for public participation. The Board has no obligation, however, to respond to any comments or answer any questions raised by members of the public.
4. Members of the public shall be permitted to comment on any subjects or issues of public concern. If the subject falls within the statutory exceptions to the Open Meetings Act, however, the Board reserves the right to immediately adjourn the meeting to closed session to discuss such matters.
5. Members of the public shall be permitted to make comments or ask questions of the board at each meeting, subject to the following time limitations:
  - a. 3 minutes per speaker
  - b. 15 minutes per meeting

The president of the Board, upon the request of any member of the public seeking to make comments to or ask questions, may reasonably extend either or both of the foregoing time limitations. Any such extension of the time limitations shall be discretionary and non-precedential in character.

In his or her discretion, the President may recognize such persons in any sequence or order.

If a substantial number of members of the public desire to comment at any meeting, the President of the Board, in his discretion, may appoint members of the public to act as representatives or spokespersons for purposes of making public comments.

## **ARTICLE IX – ORDER OF BUSINESS**

The regular Order of Business of the monthly meeting shall be:

Call to order

Roll Call

Approval of Agenda  
Approval of Minutes  
Public Comments

Written Communications from the Public  
City Librarian's Report

Division Head Reports  
Reports of Committees  
Old Business  
New Business  
Adjournment

## **ARTICLE X – DUTIES AND RESPONSIBILITIES OF TRUSTEES**

### DUTIES AND RESPONSIBILITIES OF TRUSTEES

1. Attend all Board meetings. If a Trustee misses more than 3 consecutive regularly scheduled committee meetings or 3 consecutive full Board meetings, the Board President or designee will contact the absent member and consult about their possible resignation.
2. Hire a competent and qualified City Librarian.
3. Determine and adopt written policies to govern the operation and programs of the library, including contracting for necessary expenses.
4. Excuse himself or herself from any voting where a conflict of interest might be determined.
5. Comply with all applicable statutes regarding bids.
6. Determine the needs of the library and secure adequate funds for the library's programs. Review and submit an annual budget request to the City Council.
7. Know the program and needs of the library in relation to the community, know the local and state laws, keep abreast of standards and library trends and support action to improve the library program.
8. Establish, support, and participate in a planned public relations program.
9. Review the program and operation of the library and make policy decisions regarding its management.
10. Attend regional, state, and national trustee meetings and workshops when practicable and affiliate with appropriate professional organizations

## **ARTICLE XI – THE CITY LIBRARIAN**

The Board shall appoint a City Librarian, who will be responsible for the administration of the Library. The City Librarian shall report directly to the Board and shall be authorized to develop library programs, establish the organizational structure, purchase materials, and undertake such other activities as may be necessary for the library's operation, subject to the policies established by the Board. The City Librarian shall make reports at the meetings of the Board in such form and on such subjects as the Board may direct.

The Board of Trustees will evaluate the performance of the City Librarian and determine compensation annually using an agreed upon process.

## **ARTICLE XII – AMENDMENTS**

Amendments to these bylaws may be proposed at any regular meeting of the Board and, when adopted by a majority vote, shall become effective at the subsequent meeting of the Board.

## **ARTICLE XIII – PRIOR BYLAWS**

All prior bylaws are hereby repealed.

As adopted December 16, 1966 and subsequently amended November 15, 1974; August 21, 1980; August 15, 1985; January 21, 1988; November 17, 1988; July 24, 1995; May 28, 1998; May 23, 2002; September 18, 2008; December 17, 2009; January 17, 2013; September 17, 2015, November 16, 2017, June 27, 2019., and June 18, 2020.



## DECATUR PUBLIC LIBRARY

knowledge | creativity | inspiration

### Software Use Policy

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- All software, including fonts, whether downloaded or installed by disk or other means, must be pre-approved by the Systems Administrator. This includes software known as freeware or shareware.
- All users must use all software in accordance with license agreements and the Decatur Public Library software policy. All users acknowledge that they do not own this software or its related documentation, and, that unless expressly authorized by the software publisher, may not make additional copies except for archival purposes.
- Decatur Public Library will not tolerate the use of any unauthorized copies of software or fonts in our organization. Any person illegally reproducing software can be subject to civil and criminal penalties including fines and imprisonment. Users must not condone illegal copying of software under any circumstances. Anyone who makes, uses, or otherwise acquires unauthorized software will be appropriately disciplined.
- Any user who determines that there may be a misuse of software within the organization will notify the Systems Administrator.

I have read Decatur Public Library software code of ethics. I am fully aware of our software compliance policies and agree to abide by them. I understand that violation of any above policies may resulting my termination.

Employee Signature \_\_\_\_\_

Date \_\_\_\_\_



<u>CHECK NO.</u>	<u>Check Date</u>	<u>VENDOR</u>	<u>Amount</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>
140239	4/6/2021 12:00:00 AM	GE MONEY BANK/AMA	70.13	ACCT 8641	BANKING SERVICE CHARGES
140206	4/6/2021 12:00:00 AM	BAKER & TAYLOR CO	27.56		BOOKS & PERIODICALS
140206	4/6/2021 12:00:00 AM	BAKER & TAYLOR CO	72.62		BOOKS & PERIODICALS
140206	4/6/2021 12:00:00 AM	BAKER & TAYLOR CO	181.00		BOOKS & PERIODICALS
140206	4/6/2021 12:00:00 AM	BAKER & TAYLOR CO	262.28		BOOKS & PERIODICALS
140206	4/6/2021 12:00:00 AM	BAKER & TAYLOR CO	375.00		BOOKS & PERIODICALS
140206	4/6/2021 12:00:00 AM	BAKER & TAYLOR CO	471.63		BOOKS & PERIODICALS
140236	4/6/2021 12:00:00 AM	GALE GROUP, INC.	120.68	LARGE PRINT JUVENILE	BOOKS & PERIODICALS
140239	4/6/2021 12:00:00 AM	GE MONEY BANK/AMA	398.60		BOOKS & PERIODICALS
140258	4/6/2021 12:00:00 AM	MIDWEST TAPE, LLC	39.99	AV MATERIALS AND HOOPLA	BOOKS & PERIODICALS
140258	4/6/2021 12:00:00 AM	MIDWEST TAPE, LLC	215.95		BOOKS & PERIODICALS
140301	4/13/2021 12:00:00 AM	BAKER & TAYLOR CO	41.13		BOOKS & PERIODICALS
140301	4/13/2021 12:00:00 AM	BAKER & TAYLOR CO	67.98		BOOKS & PERIODICALS
140301	4/13/2021 12:00:00 AM	BAKER & TAYLOR CO	88.76		BOOKS & PERIODICALS
140301	4/13/2021 12:00:00 AM	BAKER & TAYLOR CO	130.71	BOOKS AND ENTERTAINMENT 2021	BOOKS & PERIODICALS
140301	4/13/2021 12:00:00 AM	BAKER & TAYLOR CO	204.50		BOOKS & PERIODICALS
140301	4/13/2021 12:00:00 AM	BAKER & TAYLOR CO	366.12		BOOKS & PERIODICALS
140301	4/13/2021 12:00:00 AM	BAKER & TAYLOR CO	490.10		BOOKS & PERIODICALS
140301	4/13/2021 12:00:00 AM	BAKER & TAYLOR CO	497.08		BOOKS & PERIODICALS
140301	4/13/2021 12:00:00 AM	BAKER & TAYLOR CO	608.39		BOOKS & PERIODICALS
140376	4/13/2021 12:00:00 AM	MIDWEST TAPE, LLC	10.48		BOOKS & PERIODICALS
140376	4/13/2021 12:00:00 AM	MIDWEST TAPE, LLC	18.73		BOOKS & PERIODICALS
140376	4/13/2021 12:00:00 AM	MIDWEST TAPE, LLC	44.96		BOOKS & PERIODICALS
140376	4/13/2021 12:00:00 AM	MIDWEST TAPE, LLC	84.98		BOOKS & PERIODICALS
140376	4/13/2021 12:00:00 AM	MIDWEST TAPE, LLC	96.97		BOOKS & PERIODICALS
140376	4/13/2021 12:00:00 AM	MIDWEST TAPE, LLC	102.68		BOOKS & PERIODICALS
140376	4/13/2021 12:00:00 AM	MIDWEST TAPE, LLC	138.68	AV MATERIALS AND HOOPLA	BOOKS & PERIODICALS
140376	4/13/2021 12:00:00 AM	MIDWEST TAPE, LLC	141.66		BOOKS & PERIODICALS
140393	4/13/2021 12:00:00 AM	PROQUEST INFORMATI	5,267.43	DATABASE SUBSCRIPTIONS	BOOKS & PERIODICALS
140433	4/20/2021 12:00:00 AM	BAKER & TAYLOR CO	33.57		BOOKS & PERIODICALS
140433	4/20/2021 12:00:00 AM	BAKER & TAYLOR CO	113.95		BOOKS & PERIODICALS
140433	4/20/2021 12:00:00 AM	BAKER & TAYLOR CO	140.96		BOOKS & PERIODICALS
140433	4/20/2021 12:00:00 AM	BAKER & TAYLOR CO	307.31		BOOKS & PERIODICALS
140433	4/20/2021 12:00:00 AM	BAKER & TAYLOR CO	487.76		BOOKS & PERIODICALS
140445	4/20/2021 12:00:00 AM	CENTER POINT LARGE	554.25	LARGE PRINT STANDING ORDER	BOOKS & PERIODICALS
140510	4/20/2021 12:00:00 AM	MIDWEST TAPE, LLC	132.97	AV MATERIALS AND HOOPLA	BOOKS & PERIODICALS
140560	4/27/2021 12:00:00 AM	BAKER & TAYLOR CO	29.04		BOOKS & PERIODICALS
140560	4/27/2021 12:00:00 AM	BAKER & TAYLOR CO	36.62		BOOKS & PERIODICALS
140560	4/27/2021 12:00:00 AM	BAKER & TAYLOR CO	142.61		BOOKS & PERIODICALS
140560	4/27/2021 12:00:00 AM	BAKER & TAYLOR CO	172.47		BOOKS & PERIODICALS
140560	4/27/2021 12:00:00 AM	BAKER & TAYLOR CO	187.91		BOOKS & PERIODICALS
140592	4/27/2021 12:00:00 AM	EBSCO INDUSTRIES, IN	190.08	MAGAZINE SUBSCRIPTIONS	BOOKS & PERIODICALS
140603	4/27/2021 12:00:00 AM	GE MONEY BANK/AMA	244.89		BOOKS & PERIODICALS
140618	4/27/2021 12:00:00 AM	KANOPY	231.00	LIBRARY STREAMING SERVICE	BOOKS & PERIODICALS
140630	4/27/2021 12:00:00 AM	MIDWEST TAPE, LLC	10.79		BOOKS & PERIODICALS

140630	4/27/2021 12:00:00 AM	MIDWEST TAPE, LLC	11.24		BOOKS & PERIODICALS
140630	4/27/2021 12:00:00 AM	MIDWEST TAPE, LLC	14.99		BOOKS & PERIODICALS
140630	4/27/2021 12:00:00 AM	MIDWEST TAPE, LLC	20.24	AV MATERIALS AND HOOPLA	BOOKS & PERIODICALS
140630	4/27/2021 12:00:00 AM	MIDWEST TAPE, LLC	20.53		BOOKS & PERIODICALS
140630	4/27/2021 12:00:00 AM	MIDWEST TAPE, LLC	24.73		BOOKS & PERIODICALS
140630	4/27/2021 12:00:00 AM	MIDWEST TAPE, LLC	29.99		BOOKS & PERIODICALS
140630	4/27/2021 12:00:00 AM	MIDWEST TAPE, LLC	36.72		BOOKS & PERIODICALS
140630	4/27/2021 12:00:00 AM	MIDWEST TAPE, LLC	37.49		BOOKS & PERIODICALS
140630	4/27/2021 12:00:00 AM	MIDWEST TAPE, LLC	48.74		BOOKS & PERIODICALS
140630	4/27/2021 12:00:00 AM	MIDWEST TAPE, LLC	50.21		BOOKS & PERIODICALS
140630	4/27/2021 12:00:00 AM	MIDWEST TAPE, LLC	112.42		BOOKS & PERIODICALS
140630	4/27/2021 12:00:00 AM	MIDWEST TAPE, LLC	120.67		BOOKS & PERIODICALS
140630	4/27/2021 12:00:00 AM	MIDWEST TAPE, LLC	179.90		BOOKS & PERIODICALS
140630	4/27/2021 12:00:00 AM	MIDWEST TAPE, LLC	2,211.54		BOOKS & PERIODICALS
923004636	4/15/2021 12:00:00 AM	REGIONS/CREDIT CARD	27.26		BOOKS & PERIODICALS
140276	4/6/2021 12:00:00 AM	TECHSOUP GLOBAL	145.00	VERITAS BACKUP EXEC 21	COMPUTER SOFTWARE
140309	4/13/2021 12:00:00 AM	BRIDGEALL LIBRARIES	12,500.00	ANNUAL SUBSCRIPTION	COMPUTER SOFTWARE
140655	4/27/2021 12:00:00 AM	THICKSTAT, INC	3,150.00	MYLIBRO APP	COMPUTER SOFTWARE
923004636	4/15/2021 12:00:00 AM	REGIONS/CREDIT CARD	1,999.00		COMPUTER SOFTWARE
140490	4/20/2021 12:00:00 AM	ILLINOIS LIBRARY ASS	600.00	2021 REACHING FORWARD ILLINOIS CONFERENCE	CONFERENCES & TRAVEL
140506	4/20/2021 12:00:00 AM	MIDWEST ARCHIVES C	25.00	MAC REG FEE R DAMPTZ	CONFERENCES & TRAVEL
923004636	4/15/2021 12:00:00 AM	REGIONS/CREDIT CARD	-948.96	ACCT 3978	CONFERENCES & TRAVEL
923004636	4/15/2021 12:00:00 AM	REGIONS/CREDIT CARD	98.00		CONFERENCES & TRAVEL
140221	4/6/2021 12:00:00 AM	DANVILLE PUBLIC LIB	16.00	LOST ITEMS (N DAVIS #21202008413822)	LOST OR DAMAGED BOOKS
140221	4/6/2021 12:00:00 AM	DANVILLE PUBLIC LIB	22.00	LOST ITEMS (P PALMER #21202008412063)	LOST OR DAMAGED BOOKS
140232	4/6/2021 12:00:00 AM	EDWARDSVILLE PUBLI	24.95	LOST ITEMS (J SCHNIEDERJAN #21202008426766)	LOST OR DAMAGED BOOKS
140554	4/27/2021 12:00:00 AM	ALLERTON PUBLIC LIB	129.99	LOST ITEMS / PAGEL #21202008312982	LOST OR DAMAGED BOOKS
140584	4/27/2021 12:00:00 AM	DANVILLE PUBLIC LIB	197.89	LOST/DAMAGED ITEMS	LOST OR DAMAGED BOOKS
140593	4/27/2021 12:00:00 AM	EDWARDSVILLE PUBLI	27.95	LOST ITEMS / GIRDLER #21202008339852	LOST OR DAMAGED BOOKS
140635	4/27/2021 12:00:00 AM	MT ZION DISTRICT LIB	152.00	LOST ITEMS / MOFFETT/NIHISER/SPANGLER/DISTELRATH	LOST OR DAMAGED BOOKS
923004636	4/15/2021 12:00:00 AM	REGIONS/CREDIT CARD	119.00		MEMBERSHIP FEES
923004636	4/15/2021 12:00:00 AM	REGIONS/CREDIT CARD	225.00	ACCT 3978	MEMBERSHIP FEES
140206	4/6/2021 12:00:00 AM	BAKER & TAYLOR CO	1.38	BOOKS AND ENTERTAINMENT 2021	OFFICE SUPPLIES
140206	4/6/2021 12:00:00 AM	BAKER & TAYLOR CO	7.59		OFFICE SUPPLIES
140206	4/6/2021 12:00:00 AM	BAKER & TAYLOR CO	10.35		OFFICE SUPPLIES
140206	4/6/2021 12:00:00 AM	BAKER & TAYLOR CO	17.94		OFFICE SUPPLIES
140206	4/6/2021 12:00:00 AM	BAKER & TAYLOR CO	32.55		OFFICE SUPPLIES
140208	4/6/2021 12:00:00 AM	BECK'S ENGRAVING &	18.00	NAME BADGES	OFFICE SUPPLIES
140215	4/6/2021 12:00:00 AM	CDW GOVERNMENT IN	132.84	INKJET / DESK DRAWER	OFFICE SUPPLIES
140239	4/6/2021 12:00:00 AM	GE MONEY BANK/AMA	102.41	ACCT 8641	OFFICE SUPPLIES
140301	4/13/2021 12:00:00 AM	BAKER & TAYLOR CO	4.65	BOOKS AND ENTERTAINMENT 2021	OFFICE SUPPLIES
140301	4/13/2021 12:00:00 AM	BAKER & TAYLOR CO	6.12		OFFICE SUPPLIES
140301	4/13/2021 12:00:00 AM	BAKER & TAYLOR CO	8.88		OFFICE SUPPLIES
140301	4/13/2021 12:00:00 AM	BAKER & TAYLOR CO	16.86		OFFICE SUPPLIES
140301	4/13/2021 12:00:00 AM	BAKER & TAYLOR CO	18.09		OFFICE SUPPLIES
140301	4/13/2021 12:00:00 AM	BAKER & TAYLOR CO	20.34		OFFICE SUPPLIES
140301	4/13/2021 12:00:00 AM	BAKER & TAYLOR CO	21.99		OFFICE SUPPLIES

140301	4/13/2021 12:00:00 AM	BAKER & TAYLOR CO	37.71		OFFICE SUPPLIES
140330	4/13/2021 12:00:00 AM	DEMCO INC	679.48	OFFICE SUPPLIES	OFFICE SUPPLIES
140337	4/13/2021 12:00:00 AM	ENVISIONWARE, INC	1,546.00		OFFICE SUPPLIES
140376	4/13/2021 12:00:00 AM	MIDWEST TAPE, LLC	2.40	AV MATERIALS AND HOOPLA	OFFICE SUPPLIES
140376	4/13/2021 12:00:00 AM	MIDWEST TAPE, LLC	8.05		OFFICE SUPPLIES
140376	4/13/2021 12:00:00 AM	MIDWEST TAPE, LLC	12.00		OFFICE SUPPLIES
140376	4/13/2021 12:00:00 AM	MIDWEST TAPE, LLC	12.32		OFFICE SUPPLIES
140405	4/13/2021 12:00:00 AM	ROSE DREW, INC	375.84	BOOK SUPPLIES	OFFICE SUPPLIES
140433	4/20/2021 12:00:00 AM	BAKER & TAYLOR CO	4.05	BOOKS AND ENTERTAINMENT 2021	OFFICE SUPPLIES
140433	4/20/2021 12:00:00 AM	BAKER & TAYLOR CO	4.83		OFFICE SUPPLIES
140433	4/20/2021 12:00:00 AM	BAKER & TAYLOR CO	17.25		OFFICE SUPPLIES
140433	4/20/2021 12:00:00 AM	BAKER & TAYLOR CO	21.18		OFFICE SUPPLIES
140436	4/20/2021 12:00:00 AM	BECK'S ENGRAVING &	11.00	S-2 RED INK PAD/NAME BADGE	OFFICE SUPPLIES
140468	4/20/2021 12:00:00 AM	DEMCO INC	110.96	KAPCO EASY BIND REPAIR TAPE	OFFICE SUPPLIES
140560	4/27/2021 12:00:00 AM	BAKER & TAYLOR CO	2.76	BOOKS AND ENTERTAINMENT 2021	OFFICE SUPPLIES
140560	4/27/2021 12:00:00 AM	BAKER & TAYLOR CO	5.52		OFFICE SUPPLIES
140560	4/27/2021 12:00:00 AM	BAKER & TAYLOR CO	7.59		OFFICE SUPPLIES
140603	4/27/2021 12:00:00 AM	GE MONEY BANK/AMA	116.98	ACCT 8641	OFFICE SUPPLIES
140630	4/27/2021 12:00:00 AM	MIDWEST TAPE, LLC	1.15	AV MATERIALS AND HOOPLA	OFFICE SUPPLIES
140630	4/27/2021 12:00:00 AM	MIDWEST TAPE, LLC	1.25		OFFICE SUPPLIES
140630	4/27/2021 12:00:00 AM	MIDWEST TAPE, LLC	1.50		OFFICE SUPPLIES
140630	4/27/2021 12:00:00 AM	MIDWEST TAPE, LLC	2.30		OFFICE SUPPLIES
140630	4/27/2021 12:00:00 AM	MIDWEST TAPE, LLC	2.40		OFFICE SUPPLIES
140630	4/27/2021 12:00:00 AM	MIDWEST TAPE, LLC	3.00		OFFICE SUPPLIES
140630	4/27/2021 12:00:00 AM	MIDWEST TAPE, LLC	4.60		OFFICE SUPPLIES
140630	4/27/2021 12:00:00 AM	MIDWEST TAPE, LLC	5.01		OFFICE SUPPLIES
140630	4/27/2021 12:00:00 AM	MIDWEST TAPE, LLC	6.16		OFFICE SUPPLIES
140630	4/27/2021 12:00:00 AM	MIDWEST TAPE, LLC	7.31		OFFICE SUPPLIES
140630	4/27/2021 12:00:00 AM	MIDWEST TAPE, LLC	9.30		OFFICE SUPPLIES
140630	4/27/2021 12:00:00 AM	MIDWEST TAPE, LLC	9.40		OFFICE SUPPLIES
140630	4/27/2021 12:00:00 AM	MIDWEST TAPE, LLC	16.28		OFFICE SUPPLIES
140630	4/27/2021 12:00:00 AM	MIDWEST TAPE, LLC	34.66		OFFICE SUPPLIES
140663	4/27/2021 12:00:00 AM	ULINE	110.40	CUST # 2421751 / OFFICE SUPPLIES	OFFICE SUPPLIES
923004636	4/15/2021 12:00:00 AM	REGIONS/CREDIT CARD	52.20		OFFICE SUPPLIES
923004636	4/15/2021 12:00:00 AM	REGIONS/CREDIT CARD	175.31		OFFICE SUPPLIES
923004636	4/15/2021 12:00:00 AM	REGIONS/CREDIT CARD	230.85		OFFICE SUPPLIES
140239	4/6/2021 12:00:00 AM	GE MONEY BANK/AMA	187.86		OTHER LIBRARY GRANT EXPEN
140250	4/6/2021 12:00:00 AM	JESSICA HILL CONSULT	1,000.00	INDEPENDENT CONTRACTOR 3/15-3/26'21	OTHER LIBRARY GRANT EXPEN
140493	4/20/2021 12:00:00 AM	JESSICA HILL CONSULT	1,000.00	WEEK OF 3/29/21-4/10/21	OTHER LIBRARY GRANT EXPEN
140321	4/13/2021 12:00:00 AM	COMMERCIAL MAIL SE	209.62	MAR 16 MAR 31'21	POSTAGE
140454	4/20/2021 12:00:00 AM	COMMERCIAL MAIL SE	235.01	APR 1 - APR 15'21	POSTAGE
140233	4/6/2021 12:00:00 AM	ERICKSON DAVIS, ATT	375.00	LEGAL SERVICES	PROFESSIONAL SERVICES
140251	4/6/2021 12:00:00 AM	JONES & THOMAS	400.00	WEB SERVICE/BASE SERVER/HOSTING & MAINTENANCE	PROFESSIONAL SERVICES
140495	4/20/2021 12:00:00 AM	JONES & THOMAS	250.00	SSL CERTIFICATION	PROFESSIONAL SERVICES
140495	4/20/2021 12:00:00 AM	JONES & THOMAS	400.00	WEB SERVICES	PROFESSIONAL SERVICES
923004636	4/15/2021 12:00:00 AM	REGIONS/CREDIT CARD	49.00		PROFESSIONAL SERVICES
140262	4/6/2021 12:00:00 AM	NCI BUSINESS SYSTEM	39.75	NCI-ANNUAL PO FOR DUPLICATOR-2	SERV-OFFICE EQUIPMENT

140420	4/13/2021 12:00:00 AM	WATTS COPY SYSTEMS	533.15	WATT COPY SYSTEMS SERVICES	SERV-OFFICE EQUIPMENT
140264	4/6/2021 12:00:00 AM	OFFICEFURNITURE.COM	1,027.00	OFFICE FURNITURE	SMALL CAPITAL ITEMS
140603	4/27/2021 12:00:00 AM	GE MONEY BANK/AMA	795.91	ACCT 8641	SMALL CAPITAL ITEMS
923004636	4/15/2021 12:00:00 AM	REGIONS/CREDIT CARD	171.00		SMALL CAPITAL ITEMS
140389	4/13/2021 12:00:00 AM	PAETEC	53.30	ACCT 633318933001	TELEPHONE
140389	4/13/2021 12:00:00 AM	PAETEC	89.60	ACCT 633292627001	TELEPHONE
140573	4/27/2021 12:00:00 AM	CALL ONE	707.82	ACCT 1212890	TELEPHONE
<b>59 LIBRARY TRUST FUNDS</b>					
<u>CHECK NO.</u>	<u>Check Date</u>	<u>VENDOR</u>	<u>Amount</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>
140206	4/6/2021 12:00:00 AM	BAKER & TAYLOR CO	17.84	BOOKS AND ENTERTAINMENT 2021	BOOKS & PERIODICALS
140206	4/6/2021 12:00:00 AM	BAKER & TAYLOR CO	47.97		BOOKS & PERIODICALS
140231	4/6/2021 12:00:00 AM	EDC EDUCATIONAL SV	19.98	DIRECT ORDER CHILDRENS BOOKS	BOOKS & PERIODICALS
140301	4/13/2021 12:00:00 AM	BAKER & TAYLOR CO	54.12	BOOKS AND ENTERTAINMENT 2021	BOOKS & PERIODICALS
140301	4/13/2021 12:00:00 AM	BAKER & TAYLOR CO	107.04		BOOKS & PERIODICALS
140301	4/13/2021 12:00:00 AM	BAKER & TAYLOR CO	235.10		BOOKS & PERIODICALS
140376	4/13/2021 12:00:00 AM	MIDWEST TAPE, LLC	2.30	AV MATERIALS AND HOOPLA	BOOKS & PERIODICALS
140376	4/13/2021 12:00:00 AM	MIDWEST TAPE, LLC	10.35		BOOKS & PERIODICALS
140376	4/13/2021 12:00:00 AM	MIDWEST TAPE, LLC	23.59		BOOKS & PERIODICALS
140433	4/20/2021 12:00:00 AM	BAKER & TAYLOR CO	19.99	BOOKS AND ENTERTAINMENT 2021	BOOKS & PERIODICALS
140433	4/20/2021 12:00:00 AM	BAKER & TAYLOR CO	38.43		BOOKS & PERIODICALS
140630	4/27/2021 12:00:00 AM	MIDWEST TAPE, LLC	51.03	AV MATERIALS AND HOOPLA	BOOKS & PERIODICALS

DPL FY 2021 Budget Report

Prepared: May 3, 2021

At the end of April 33% of the year has passed

**Revenue**

	FY 2021 Budgeted	% of Budget	Actual YTD	% Collected	FY20 YTD	% Change
Property Taxes	\$ 2,842,000	72.9%	\$ 50,732.01	1.8%	\$ -	#DIV/0!
All Other	\$ 1,055,252	27.1%	\$ 377,474.91	35.8%	\$ 344,757.61	9.5%
<b>Total Revenue</b>	<b>\$ 3,897,252</b>		<b>\$ 428,206.92</b>	<b>11.0%</b>	<b>\$ 344,757.61</b>	<b>24.2%</b>

**Expense**

**% Expended**

Personnel

Payroll	\$ 1,646,241		\$ 569,358.28		\$ 541,336.93	5.2%
Benefits	\$ 797,034		\$ 269,765.50		\$ 266,475.43	1.2%
	<b>\$ 2,443,275</b>	<b>61.9%</b>	<b>\$ 839,123.78</b>	<b>34.3%</b>	<b>\$ 807,812.36</b>	<b>3.9%</b>

Library Materials

Books, Periodicals, et	\$ 245,000		\$ 136,534.36	55.7%	\$ 104,152.83	31.1%
Per Capita	\$ 103,250		\$ -	0.0%	\$ -	#DIV/0!
Lost/Damage	\$ 3,000.00		\$ 694.70	23.2%	\$ 174.27	n/a
<b>Total Materials</b>	<b>\$ 351,250</b>	<b>9.3%</b>	<b>\$ 137,229.06</b>	<b>39.1%</b>	<b>\$ 104,327.10</b>	<b>31.5%</b>

Professional Services

Professional Services	\$ 40,000		\$ 2,767.99	6.9%	\$ 13,463.75	-79.4%
Temp Agency	\$ 500		\$ 3,531.16	706.2%	\$ -	#DIV/0!
Bank Service Charges	\$ 150		\$ 147.44	98.3%	\$ 43.90	2.358542
<b>Total</b>	<b>\$ 40,650</b>	<b>1.1%</b>	<b>\$ 6,446.59</b>	<b>15.9%</b>	<b>\$ 13,507.65</b>	<b>-52.3%</b>

Allocations

<b>Administrative Fee</b>	\$	124,872		\$	41,624.00	33.3%	\$	30,968.00	34.4%
<b>MIS</b>	\$	40,116		\$	13,372.00	33.3%	\$	13,000.00	2.9%
	<b>\$</b>	<b>164,988</b>	<b>4.4%</b>	<b>\$</b>	<b>54,996.00</b>	<b>33.3%</b>	<b>\$</b>	<b>43,968.00</b>	<b>25.1%</b>

#### Grants

<b>PNG</b>	\$	-		\$	-	#DIV/0!	\$	3,918.59	-100.0%
<b>Other grants</b>	\$	75,000		\$	7,233.87	9.6%	\$	1,465.97	393.5%
	<b>\$</b>	<b>75,000</b>	<b>2.0%</b>	<b>\$</b>	<b>7,233.87</b>	<b>9.6%</b>	<b>\$</b>	<b>5,384.56</b>	<b>34.3%</b>

<b>Advertising</b>	\$	500	0.01%	\$	421.00	84.2%	\$	-	#DIV/0!
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#### Office Supplies/Maintenance

<b>Printing/Binding</b>	\$	300		\$	-	0.0%	\$	-	#DIV/0!
<b>Postage</b>	\$	8,000		\$	1,706.33	21.3%	\$	3,351.79	-49.1%
<b>Service to Office Equi</b>	\$	20,000		\$	2,978.95	14.9%	\$	2,966.43	0.4%
<b>Telephone</b>	\$	15,000		\$	6,719.14	44.8%	\$	4,346.24	54.6%
<b>Software</b>	\$	40,000		\$	27,046.00	67.6%	\$	15,873.90	70.4%
<b>Office Supplies</b>	\$	25,000		\$	9,570.22	38.3%	\$	5,841.04	63.8%
<b>Small Capital</b>	\$	30,000		\$	3,035.01	10.1%	\$	23,029.98	-86.8%
	<b>\$</b>	<b>138,300</b>	<b>3.7%</b>	<b>\$</b>	<b>51,055.65</b>	<b>36.9%</b>	<b>\$</b>	<b>55,409.38</b>	<b>-7.9%</b>

#### Staff Development

<b>Conferences/Training</b>	\$	15,000		\$	2,163.00	14.4%	\$	5,133.18	-57.9%
<b>Tuition Reimburseme</b>	\$	4,000		\$	-	0.0%	\$	-	#DIV/0!
<b>Membership</b>	\$	57,000		\$	1,024.00	1.8%	\$	2,725.95	-62.4%
	<b>\$</b>	<b>76,000</b>	<b>2.0%</b>	<b>\$</b>	<b>3,187.00</b>	<b>4.2%</b>	<b>\$</b>	<b>7,859.13</b>	<b>-59.4%</b>

#### Insurance

<b>Unemployment</b>	\$	1,332		\$	444.00	33.3%	\$	448.00	-0.9%
<b>Medical expenses/CO</b>	\$	-		\$	-	#DIV/0!	\$	59.48	-100.0%

<b>Risk Management</b>	\$	71,484		\$	23,828.00	33.3%	\$	25,632.00	-7.0%
	\$	72,816	1.9%	\$	<b>24,272.00</b>	<b>33.3%</b>	\$	<b>26,139.48</b>	<b>-7.1%</b>

### **Building Costs**

<b>Rent</b>	\$	584,583.00		\$	191,668.00	32.8%	\$	191,668.00	0.0%
<b>Supplies</b>	\$	500		\$	-	0.0%	\$	-	#DIV/0!
<b>Maintenace</b>	\$	500		\$	-	0.0%	\$	-	#DIV/0!
<b>Total Building</b>	\$	<b>585,583</b>	<b>15.5%</b>	\$	<b>191,668.00</b>		\$	<b>191,668.00</b>	
<b>Total Operations/Ser</b>	\$	<b>1,505,087</b>	<b>39.8%</b>	\$	<b>476,509.17</b>	<b>31.7%</b>	\$	<b>448,263.30</b>	<b>6.3%</b>

<b>Total Expenses</b>	\$	<b>3,948,362</b>		\$	<b>1,315,632.95</b>	33.3%	\$	<b>1,256,075.66</b>	4.7%
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<b>Revenue Minus Exper</b>	\$	<b>(51,110)</b>		\$	<b>(887,426.03)</b>		\$	<b>(911,318.05)</b>	<b>-2.6%</b>
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### **Operating fund**

<b>Date</b>	<b>Beginning</b>	<b>Revenue</b>	<b>Expense</b>	<b>Balance Sheet Equals</b>
1/1/2021	\$ 1,469,875.45	\$ 154,733.58	\$ 272,747.53	\$ - \$ 1,351,861.50
2/1/2021	\$ 1,351,861.50	\$ 54,976.71	\$ 308,131.12	\$ - \$ 1,098,707.09
3/1/2021	\$ 1,098,707.09	\$ 72,087.07	\$ 337,087.82	\$ - \$ 833,706.34
4/1/2021	\$ 833,706.34	\$ 146,409.56	\$ 397,666.48	\$ - \$ 582,449.42
5/1/2021	\$ 582,449.42			
6/1/2021	\$ -			
7/1/2021	\$ -			
8/1/2021	\$ -			
9/1/2021	\$ -			
10/1/2021	\$ -			
11/1/2021	\$ -			
12/1/2021	\$ -			
1/1/2022	\$ -			

**Capital Fund**      **Revenue Expected: \$250,000**      **Expense Expected: \$250,000**

<b>Date</b>	<b>Beginning</b>	<b>Plus Received</b>	<b>Minus Expense</b>	<b>Equals Ending</b>
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1/1/2021	\$	<b>334,994.89</b>	\$	-	\$	-	\$ 334,994.89
2/1/2021	\$	<b>334,994.89</b>	\$	-	\$	-	\$ 334,994.89
3/1/2021	\$	<b>334,994.89</b>	\$	92.11	\$	-	\$ 335,087.00
4/1/2021	\$	<b>335,087.00</b>	\$	-	\$	-	\$ 335,087.00
5/1/2021	\$	<b>335,087.00</b>					
6/1/2021	\$	-					
7/1/2021	\$	-					
8/1/2021	\$	-					
9/1/2021	\$	-					
10/1/2021	\$	-					
11/1/2021	\$	-					
12/1/2021	\$	-					
1/1/2022	\$	-					

**Trust Accounts**

**Cantoni**

<b>Date</b>	<b>Beginning</b>	<b>Plus Received</b>	<b>Minus Expense</b>	<b>Equals Ending</b>
1/1/2021	\$ <b>58,479.83</b>	\$ -	\$ -	\$ 58,479.83
2/1/2021	\$ <b>58,479.83</b>	\$ -	\$ -	\$ 58,479.83
3/1/2021	\$ <b>58,479.83</b>	\$ -	\$ -	\$ 58,479.83
4/1/2021	\$ <b>58,479.83</b>	\$ -	\$ -	\$ 58,479.83
5/1/2021	\$ <b>58,479.83</b>			
6/1/2021	\$ -			
7/1/2021	\$ -			
8/1/2021	\$ -			
9/1/2021	\$ -			
10/1/2021	\$ -			
11/1/2021	\$ -			
12/1/2021	\$ -			
1/1/2022	\$ -			

**Meyer**

<b>Date</b>	<b>Beginning</b>	<b>Plus Received</b>	<b>Minus Expense</b>	<b>Equals Ending</b>
1/1/2021	\$ <b>82,832.74</b>	\$ -	\$ 2,036.58	\$ 80,796.16
2/1/2021	\$ <b>80,796.16</b>	\$ -	\$ 2,266.51	\$ 78,529.65
3/1/2021	\$ <b>78,529.65</b>	\$ -	\$ 2,367.36	\$ 76,162.29



4/1/2021	\$	<b>76,162.29</b>	\$	-	\$	3,078.54	\$	73,083.75
5/1/2021	\$	<b>73,083.75</b>						
6/1/2021	\$	-						
7/1/2021	\$	-						
8/1/2021	\$	-						
9/1/2021	\$	-						
10/1/2021	\$	-						
11/1/2021	\$	-						
12/1/2021	\$	-						
1/1/2022	\$	-						

**Memorials/Donations**

Date	Beginning	Plus Received	Minus Expense	Equals Ending
1/1/2021	\$ 25,606.07	\$ 1,180.00	\$ 357.08	\$ 26,428.99
2/1/2021	\$ 26,428.99	\$ 130.00	\$ 1,971.42	\$ 24,587.57
3/1/2021	\$ 24,587.57	\$ 530.00	\$ 610.30	\$ 24,507.27
4/1/2021	\$ 24,507.27	\$ 50.00	\$ 627.74	\$ 23,929.53
5/1/2021	\$ 23,929.53			
6/1/2021	\$ -			
7/1/2021	\$ -			
8/1/2021	\$ -			
9/1/2021	\$ -			
10/1/2021	\$ -			
11/1/2021	\$ -			
12/1/2021	\$ -			
1/1/2022	\$ -			

Total	Beginning	Plus Received	Minus Expense	Balance Sheet	Ending
1/1/2021	\$ 1,898,769.18	\$ 155,913.58	\$ 275,141.19	\$ -	\$ 1,779,541.57
2/1/2021	\$ 1,779,541.57	\$ 55,106.71	\$ 312,369.05	\$ -	\$ 1,522,279.23
3/1/2021	\$ 1,522,279.23	\$ 72,709.18	\$ 340,065.48	\$ -	\$ 1,254,922.93
4/1/2021	\$ 1,254,922.93	\$ 146,459.56	\$ 401,372.76	\$ -	\$ 1,000,009.73
5/1/2021	\$ 1,000,009.73				
6/1/2021	\$ -				
7/1/2021	\$ -				
8/1/2021	\$ -				

9/1/2021	\$	-
10/1/2021	\$	-
11/1/2021	\$	-
12/1/2021	\$	-
1/1/2022	\$	-

## Library Operating Revenue

<b>Fund</b>	<b>Budgeted</b>	<b>Projected</b>	<b>Difference</b>
Real Estate Taxes	\$ 2,842,000	\$ 2,842,000	\$ -
PPRT	\$ 259,920	\$ 394,168	\$ 134,248
State Grants or other	\$ 103,250	\$ 103,250	\$ -
Other Grants	\$ 75,000	\$ 19,715	\$ (55,286)
PILOT	\$ 563,832	\$ 563,832	\$ -
Fines	\$ 5,000	\$ 3,392	\$ (1,608)
Non-Resident Fee	\$ 150	\$ 1	\$ (149)
Lost or Damaged Items	\$ 2,300	\$ 2,517	\$ 217
Copies/Miscellaneous	\$ 3,500	\$ 11,548	\$ 8,048
Meeting Room Fees	\$ 4,500	\$ -	\$ (4,500)
Transfer from Meyer Fund	\$ 28,000	\$ 26,652	\$ (1,348)
Interest Income	\$ 2,600	\$ 4	\$ (2,596)
Investment Income	\$ 4,700	\$ -	\$ (4,700)
Sale of Property	\$ -	\$ -	\$ -
Sublease	\$ 1,500	\$ 1,500	\$ -
Miscellaneous Income	\$ 1,000	\$ 5	\$ (995)
Transfer from	\$ -	\$ -	\$ -
<b>Totals</b>	<b>\$ 3,897,252</b>	<b>\$ 3,968,583</b>	<b>\$ 71,331</b>

### Expenditures

<b>Fund</b>	<b>Budgeted</b>	<b>Projected</b>	<b>Difference</b>
Salaries	\$ 1,646,241	\$ 1,664,545	\$ (18,304)
Overtime	\$ -	\$ 688	\$ (688)
IMRF	\$ 199,182	\$ 199,103	\$ 79
FICA/Medicare	\$ 126,011	\$ 126,351	\$ (340)
Life insurance	\$ 3,078	\$ 2,848	\$ 230
Medical insurance	\$ 452,400	\$ 442,000	\$ 10,400
Service recognition	\$ 16,363	\$ 18,628	\$ (2,265)
<b>Total Personnel</b>	<b>\$ 2,443,275</b>	<b>\$ 2,454,164</b>	<b>\$ (10,889)</b>
<b>Fund</b>	<b>Budgeted</b>		
Unemployment insurance	\$ 1,332	\$ 1,332	\$ -
Advertising	\$ 500	\$ 1,263.00	\$ (763)
Printing/binding	\$ 300	0	\$ 300
Service to maintain Building	\$ 500	0	\$ 500
Service to Office Equipment	\$ 20,000	\$ 20,523.48	\$ (523)
IT Services	\$ 40,116	\$ 40,116	\$ -
Telephone	\$ 15,000	\$ 24,358.37	\$ (9,358)
Banking Service Charges	\$ 150	\$ 779.82	\$ (630)
Conferences/Travel/Continuing E	\$ 15,000	\$ 3,033.39	\$ 11,967
General Fund	\$ 124,872	\$ 124,872	\$ -
Postage	\$ 8,000	\$ 3,427	\$ 4,573

Computer Software	\$ 40,000	\$ 71,753	\$ (31,753)
Medical Expenses/ COVID-19	\$ -	\$ -	\$ -
Temp Agency Services	\$ 500	\$ 3,531	\$ (3,031)
Tuition Reimbursement	\$ 4,000	\$ 4,000	\$ -
Professional Services	\$ 40,000	\$ 5,187	\$ 34,813
Membership Fees	\$ 57,000	\$ 57,000	\$ -
Materials for Buildings	\$ 500	200	\$ 300
PNG Grant	\$ -	\$ -	\$ -
Per Capita Grant	\$ 103,250	\$ 103,250	\$ -
Other Grant	\$ 75,000	\$ 29,650	\$ 45,350
Office Supplies	\$ 25,000	\$ 33,934	\$ (8,934)
Risk Management	\$ 71,484	\$ 71,484	\$ -
Small Capital	\$ 30,000	\$ 3,718	\$ 26,282
Rent	\$ 584,583	\$ 584,583	\$ -
Books & Other Materials	\$ 245,000	\$ 245,000	\$ -
Lost or Damaged	\$ 3,000	\$ 5,445	\$ (2,445)
<b>Total operating</b>	<b>\$ 1,505,087</b>	<b>\$ 1,438,439</b>	<b>\$ 66,648</b>
<b>Total expense</b>	<b>\$ 3,948,362</b>	<b>\$ 3,892,603</b>	<b>\$ 55,759</b>
<b>Surplus (deficit)</b>	<b>\$ (51,110.00)</b>	<b>\$ 75,980.63</b>	<b>\$ (127,091)</b>



EXISTING

Quantity: One (1) single sided, full color EMC to replace existing signage

Cabinet - 3'5"H x 14'3"W

Viewing Area - 3'H x 14'W

**Bendsen**  
Signs & Graphics, Inc.

1506 E. McBride  
Decatur, Illinois  
62526  
Phone: 217.877.2345  
Fax: 217.877.2347  
  
www.bsg1946.com

**Project:**  
Decatur Public Library

**Address:**  
130 S. Franklin  
Decatur, IL 62523

**Account Manager:**  
Matt Roush

**Designer:**  
E.S.

**Scale:** N.T.S.

**Design No.** DPL\_100

**Date:** 2-20-20

**Revisions:**

**-APPROVALS-**

ACCT. MANAGER	DATE
DESIGNER	DATE
CUSTOMER	DATE

This is an original unpublished drawing confidentially submitted for your personal use in connection with a project being planned for you by Bendsen Signs & Graphics, Inc. It is not to be shown or described to other nor is it to be used, reproduce, copied or exhibited in any fashion.

**Note:** Proofs will predict design layout, text accuracy, image proportion and placement. Colors on a digital screen or printed proof may not reflect actual color.





EXISTING

Quantity: One (1) single sided, full color EMC to replace existing signage

Cabinet - 3'5"H x 14'3"W  
Viewing Area - 3'H x 14'W

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Matt Roush

**Designer:**  
E.S.

**Scale:** N.T.S.

**Design No.** DPL\_100a

**Date:** 2-20-20

**Revisions:**

-APPROVALS-	
ACCT. MANAGER	DATE
DESIGNER	DATE
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 Decatur, IL 62526  
 217-877-2345 ▪ www.bsg1946.com

**PROPOSAL**  
**Proposal #: 16901**

Proposal Date: 03/05/21  
 Customer #: 1124  
 Page: 1 of 4

SOLD TO:	JOB LOCATION:
DECATUR PUBLIC LIBRARY 130 N FRANKLIN ST DECATUR IL 62523	DECATUR PUBLIC LIBRARY 130 N FRANKLIN ST DECATUR IL 62523  REQUESTED BY: Rick Meyer

Bendsen Signs & Graphics (HEREINAFTER CALLED THE "COMPANY") HEREBY PROPOSES TO FURNISH ALL THE MATERIALS AND PERFORM ALL THE LABOR NECESSARY FOR THE COMPLETION OF:

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	QUOTE #11686 LED Message Center - 16mm - Full Color - Materials Furnish one (1) 16mm Watchfire full color EMC, W-Series. The unit measures 3'5" tall x 14'3" wide (54x252 LED matrix and 3' tall x 14' wide active area). The unit is single sided and has a lifetime broadband communication method. The viewing angles of the LED's are 140 degrees horizontal and 70 degrees vertical. The unit has a color palette of 18 quadrillion colors. The unit comes with a copy of the Ignite software program and includes on site training by Bendsen Signs. A temperature sensor is also included for displaying time and temperature. The unit will update via a broadband communication connection with lifetime service plan. The unit is also capable of displaying pre-recorded video clips at a rate of 30 frames per second. The EMC will require one (1) 120volt, 12amp single phase electrical service.	\$23,928.00	\$23,928.00
1	QUOTE #11687 LED Message Center Installation Provide labor and equipment to install the above noted LED message center sign onto the existing support structure.  Bendsen Signs will make all final electrical connections to the above noted signage. Electrical service shall be provided at the location of the sign by the customer.	\$2,656.00	\$2,656.00

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED, AND THE ABOVE TO BE IN ACCORDANCE WITH THE DRAWINGS AND OR SPECIFICATIONS SUBMITTED FOR THE ABOVE WORK AND COMPLETED IN A WORKMANLIKE MANNER FOR THE SUM OF:

**TOTAL PROPOSAL AMOUNT: \$26,584.00**

**TERMS: 50.0% DOWN, BALANCE DUE ON COMPLETION**

**THIS PRICE DOES NOT INCLUDE ELECTRICAL HOOKUP, PERMITS, ENGINEERING OR TAX UNLESS SPECIFICALLY STATED.**

COMPANY INITIALS \_\_\_\_\_

CUSTOMER INITIALS \_\_\_\_\_



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Decatur, IL 62526  
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# PROPOSAL

## Proposal #: 16901

Proposal Date: 03/05/21  
Customer #: 1124  
Page: 2 of 4

NOTE: THIS PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN 30 DAYS. WORK WILL NOT BEGIN UNTIL DOWN PAYMENT AND WRITTEN ACCEPTANCE IS RECEIVED.

ANY ALTERATION FROM THE ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS, WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE TO BE PAID BY THE PURCHASER.

### TERMS AND CONDITIONS

1. UPON DEFAULT IN THE PAYMENT OF ANY SUMS HEREIN AGREED, Bendsen Signs & Graphics MAY, AT ITS OPTION, DECLARE THE ENTIRE BALANCE PRICE FULLY DUE AND PAYABLE WITHOUT FURTHER NOTICE TO CUSTOMER; AND WHEN DECLARED, CUSTOMER AGREES TO PAY INTEREST ON SAID BALANCE, WHEN DECLARED DUE AT THE RATE OF 1.5% PER MONTH. CUSTOMER FURTHER AGREES TO PAY ALL REASONABLE COSTS OF COLLECTION OF SAID BALANCE INCURRED BY THE COMPANY, INCLUDING ATTORNEY'S FEES.
2. BOTH PARTIES HERETO AGREE THAT THE TITLE TO SAID ELECTRICAL SIGN SHALL REMAIN IN THE COMPANY UNTIL PAID FOR IN FULL, BUT AFTER DELIVERY TO THE CUSTOMER ALL OF DAMAGE FROM FIRE OR OTHER CAUSES AFTER SAID DELIVERY SHALL BE ASSUMED BY SAID CUSTOMER AND WILL NOT EFFECT THE RIGHTS OF THE COMPANY TO ENFORCE OF THE PURCHASE PRICE THEN UNPAID.
3. IT IS FURTHER AGREED BY BOTH PARTIES THAT ALL PROVISIONS IN REGARD TO THE PROJECT ARE CONTAINED IN WRITING HEREIN.
4. ALL TERMS AND CONDITIONS OF THIS CONTRACT SHALL BE BINDING UPON ANY SUCCESSORS, ASSIGNEES OR OTHER LEGAL REPRESENTATIVES OF THE RESPECTIVE PARTIES BUT NO ASSIGNMENT SHALL BE MADE BY THE CUSTOMER WITHOUT THE CONSENT IN WRITING THE COMPANY UNLESS FULL PAYMENT OF THE TOTAL CONSIDERATION HAS BEEN MADE.
5. Bendsen Signs & Graphics SHALL SECURE ALL NECESSARY PERMITS FROM THE GOVERNING BOARD OR MUNICIPALITY, AND/OR OTHERS WHOSE PERMISSION IS REQUIRED FOR THE INSTALLATION OF THE SIGN AND SAID SHALL BE LIABLE FOR ANY OBSTRUCTION OF DELIVERY DUE TO DELAY IN OBTAINING SUCH PERMISSION, AND IF CUSTOMER EXECUTES THIS CONTRACT OF SALES WITHOUT EVER OBTAINING PERMISSION FROM PARTY OR PARTIES NECESSARY FOR THE INSTALLATION OF SAID SIGN, THEN HE PURCHASES SAME AND IS BOUND TO THE TERMS AND CONDITIONS OF THIS CONTRACT AS THOUGH HE HAD OBTAINED SAID PERMISSION AND HE AGREES TO RELIEVE THE COMPANY FROM ANY LIABILITY FOR ITS FAILURE WITHIN 10 DAYS OF DELIVERY TO ERECT OR INSTALL SAID SIGN. VARIANCES ARE NOT INCLUDED UNLESS OTHERWISE SPECIFIED.
6. CUSTOMER AGREES TO PROVIDE SERVICE FEED WIRE OF SUITABLE CAPACITY AND APPROVED TO LOCATION OF DISPLAY IN ADVANCE OF INSTALLATION, AND MAKE CONNECTION THEREOF TO DISPLAY.
7. WHEN PIER DRILLING IS NECESSARY, THE COMPANY WILL CONTACT DIG TESS TO LOCATE PUBLIC UTILITIES. LOCATION OF PRIVATE UTILITIES IS SOLE RESPONSIBILITY OF THE CUSTOMER. IN THE EVENT ROCK IS ENCOUNTERED IN THE DRILLING PROCESS, TO THE POINT WHERE SPECIAL EQUIPMENT IS REQUIRED, ADDITIONAL MONIES MAY BE REQUESTED IN WRITING BY THE COMPANY.
8. ALL PRODUCTS MANUFACTURED BY THE COMPANY ARE GUARANTEED UNCONDITIONALLY AGAINST DEFECTIVE PARTS, MATERIALS AND WORKMANSHIP, WITH EXCEPTION OF INCANDESCENT AND FLUORESCENT LAMPS AS THEY ARE NEVER GUARANTEED, FOR A PERIOD OF ONE YEAR (1) YEAR. FOR THE NEXT THREE HUNDRED THIRTY (330) DAYS, AND MATERIAL, WITH THE EXCEPTION OF THE LAMPS, WILL BE REPLACED AT NO COST TO THE BUYER FOR THIS MATERIAL. THE COST OF LABOR, HOWEVER, WILL BE CHARGED AT HOURLY RATES.

THIS PROPOSAL DOES NOT BECOME EFFECTIVE UNTIL SIGNED AND DATED BY THE COMPANY; ONCE SIGNED THIS PROPOSAL WILL EXPIRE AFTER 30 DAYS.

THE ABOVE PRICES, SPECIFICATIONS, AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

SALESPERSON: \_\_\_\_\_

DATE: \_\_\_\_\_

ACCEPTED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

COMPANY INITIALS \_\_\_\_\_

CUSTOMER INITIALS \_\_\_\_\_





1506 East McBride Ave.  
Decatur, IL 62526  
217-877-2345 ▪ [www.bsg1946.com](http://www.bsg1946.com)

# PROPOSAL

## Proposal #: 16901

Proposal Date: 03/05/21  
Customer #: 1124  
Page: 3 of 4

COMPANY INITIALS \_\_\_\_\_

CUSTOMER INITIALS \_\_\_\_\_



**Signs & Graphics, Inc.**

1506 East McBride Ave.  
Decatur, IL 62526

217-877-2345 • www.bsg1946.com

# DEPOSIT INVOICE

**Invoice #:** DP16901

**Inv Date:** 03/05/21  
**Customer #:** 1124  
**Page:** 4 of 4

SOLD TO:	JOB LOCATION:
DECATUR PUBLIC LIBRARY 130 N FRANKLIN ST DECATUR IL 62523	DECATUR PUBLIC LIBRARY 130 N FRANKLIN ST DECATUR IL 62523  REQUESTED BY: Rick Meyer

ORDERED BY	PO NUMBER	SALESPERSON	ORDER DATE	PAYMENT TERMS	DUE DATE
Rick Meyer		JASON TOMPKINS	03/05/21	50.0% Due Upon Receipt	12/31/21

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	<p>QUOTE #11686 LED Message Center - 16mm - Full Color - Materials Furnish one (1) 16mm Watchfire full color EMC, W-Series. The unit measures 3'5" tall x 14'3" wide (54x252 LED matrix and 3' tall x 14' wide active area). The unit is single sided and has a lifetime broadband communication method. The viewing angles of the LED's are 140 degrees horizontal and 70 degrees vertical. The unit has a color palette of 18 quadrillion colors. The unit comes with a copy of the Ignite software program and includes on site training by Bendsen Signs. A temperature sensor is also included for displaying time and temperature. The unit will update via a broadband communication connection with lifetime service plan. The unit is also capable of displaying pre-recorded video clips at a rate of 30 frames per second. The EMC will require one (1) 120volt, 12amp single phase electrical service.</p>	\$23,928.00	\$23,928.00
1	<p>QUOTE #11687 LED Message Center Installation Provide labor and equipment to install the above noted LED message center sign onto the existing support structure.</p> <p>Bendsen Signs will make all final electrical connections to the above noted signage. Electrical service shall be provided at the location of the sign by the customer.</p>	\$2,656.00	\$2,656.00
<p>TOTAL PROPOSAL AMOUNT *** FINAL INVOICE AMOUNT MAY VARY UPON COMPLETION ***</p>			<p>----- \$26,584.00</p>

<b>PLEASE PAY THIS DEPOSIT AMOUNT:</b>	<b>\$13,292.00</b>
--	--------------------

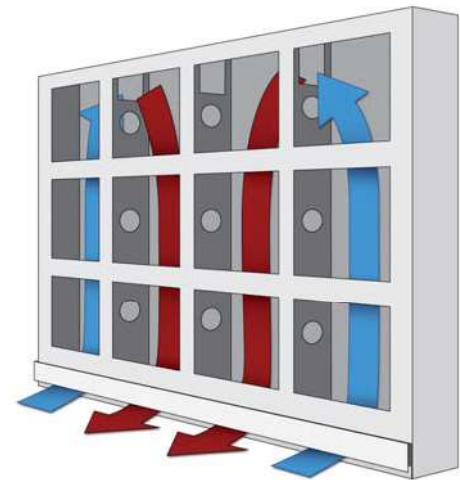
Watchfire cabinets are designed to minimize heat and provide durable protection from the elements. The rear side of our cabinet features mill-finish aluminum. Contact your Watchfire representative if a painted finish is required.

## VENTILATION DESIGNS

Improperly ventilated signs risk overheating, which will affect the life and operation of the sign.

### Front-vent Cabinets (Price Watcher Included)

Watchfire front-vent cabinets and Price Watcher models draw air in through vents on the lower edge of the cabinet. Patented multi-chamber cooling provides built-in fans to ensure brighter, longer lasting LEDs with no need for additional wiring or fan kits.



**DO NOT BLOCK** the air intake, exhaust or LED modules located on the front face with any part of the metal cabinet or coverings.

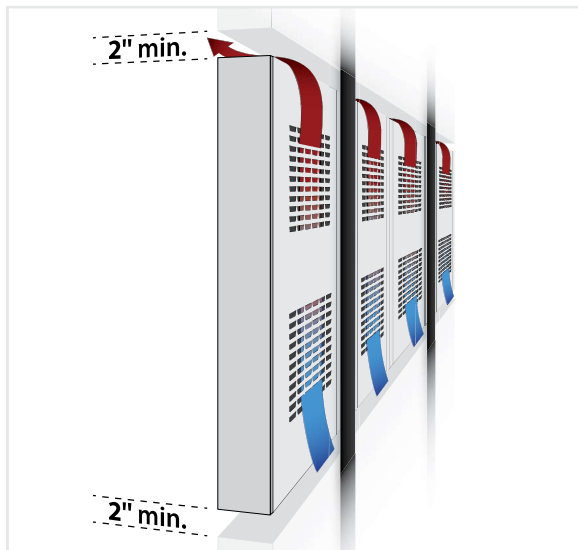
### Rear-vent Cabinets

Watchfire rear-vent cabinets draw air in through a vent at the bottom of the cabinet's rear side, and use cooling fans located inside the top of the cabinet to draw cool air up.

Ventilation must be completely unobstructed by mesh or louvers. To conceal a gap, calculate the open air portion of the concealment material and (for each cabinet) allow 24 (or more) square inches of total air intake and 24 (or more) square inches of total air exhaust per foot of cabinet length.

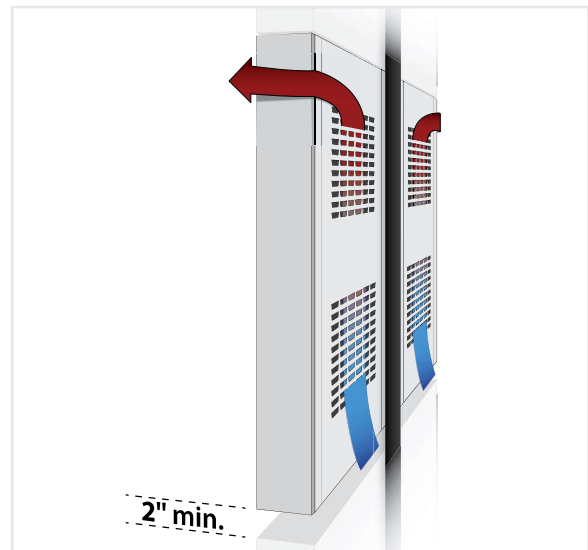
#### Optimal Ventilation

For signs 16' in length or longer OR signs with multiple pole installation – allow a minimum 2" gap above and below the LED cabinet. Although ends may be sealed, it is best to use a loose mesh material or leave area open to allow for maximum airflow.



#### Alternate Ventilation (Single Pole)

For signs up to 16' in length installed on a single pole – allow a minimum 2" gap below the LED cabinet for optimal ventilation. **DO NOT SEAL ENDS** if no gap exists above the cabinet.



**DO NOT RESTRICT AIRFLOW** on the cabinet's rear side. A minimum 2" gap per face behind each cabinet is necessary. For wall-mounted rear-vent cabinets, airflow must be unobstructed from top to bottom, in addition to leaving a minimum 3" gap between the sign and wall.

## Watchfire Signs, LLC - TERMS OF SALE

**Note.** The following Terms of Sale are subject to change. All transactions for all products sold by Watchfire are subject to the latest published Terms and Conditions and to any special Terms of Sale which may be contained in applicable Watchfire quotations and acknowledgements.

**Quotations.** Quotations shall be valid for no more than ninety (90) days from their date, unless otherwise state in the quotation. All quotations are subject to change by Watchfire at any time upon notice to Buyer. It is Buyer's obligation to review the quotation carefully and to immediately advise Watchfire of any discrepancies Buyer has so any necessary changes may be made. Changes to the System after acceptance of the quote are valid only when accepted in writing and signed by both Watchfire and the Buyer.

**Terms of Payment.** Upon Buyer's acceptance of a System quote, the Buyer shall make a non-refundable minimum deposit of one-half of the System Price. When applicable, taxes, crating, transportation, delivery charges, and any other related expenses shall be included in the System quote. The remaining balance must be paid by the Buyer three (3) days prior to Watchfire's shipment of the System. The System Price does not include costs of any construction or installation of the System and is solely the responsibility of the Buyer. Systems delayed in shipment at the request of Buyer are subject to annual interest charges of 18% on the remaining balance, which must be paid by Buyer prior to shipment. Buyer's failure to comply with all Terms of Payment may result in suspension of system access, which may not be restored until Terms of Payment are fulfilled.

**Delivery.** Watchfire shall, at Buyer's sole cost, arrange for delivery of the System to Buyer. Title to, and risk of loss of, the System shall pass to Buyer upon Watchfire's placement of the System with the shipping carrier unless the System has been in Watchfire's warehouse for more than sixty (60) days from the date of completion. Title and risk of loss of the system shall automatically pass to Buyer if the System is in Watchfire's warehouse for more than sixty (60) days and a storage fee of \$500 per month thereafter will be assessed to the Buyer. Buyer shall inspect the System within fourteen (14) calendar days after receipt (the "Inspection Period"). Buyer will be deemed to have accepted the System unless it notifies Watchfire in writing of any Nonconforming System during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by Watchfire. "Nonconforming System" means only the following: (i) product shipped is different than identified in Buyer's purchase order; or (ii) product's label or packaging incorrectly identifies its contents. If Buyer timely notifies Watchfire of any Nonconforming System, Watchfire shall, in its sole discretion, (i) replace such Nonconforming System with a conforming System, or (ii) credit or refund the price for such Nonconforming System. If Watchfire exercises its option to replace the Nonconforming System, Watchfire shall deliver a conforming System to Buyer according to the delivery terms applicable to the original System. Buyer acknowledges and agrees that the remedies set forth in this paragraph are Buyer's exclusive remedies for the delivery of a Nonconforming System.

**Driver Detention.** Fees for up to two (2) hours of detention time, per load, are included in the System Price. In the unlikely event that the driver is delayed or detained beyond two (2) hours following arrival at the shipping destination, detention fees will be accrued by the hour. If these delays are a direct result of issues with preparedness of the installation team and/or jobsite readiness, these fees will be invoiced to the Buyer in a timely manner and will not exceed \$75.00/hour.

**Force Majeure.** Watchfire shall not be liable for any damages as a result of any delays due to any causes beyond Watchfire's control, including, without limitation, telecommunications failures, technology attacks, epidemic, embargos, quarantines, viruses, strikes, labor problems of any type, accidents, fires, war, acts of terrorism, material unavailability, natural disaster, transportation failures, instability and unavailability of the Internet, and acts of God, etc. In the event of such any such delay, the date of delivery shall be extended for a period of time reasonably necessary to over the effect of such delay.

**System Warranty.** When used properly under normal use and normal environmental conditions, and subject to the exclusions set forth herein, Watchfire warrants its manufactured goods, and the System against material defects in material and workmanship for five (5) years from the date of shipment from Watchfire's dock. Watchfire warrants the Price Watcher product series against material defects in workmanship for three (3) years from the date of shipment from Watchfire's docks. During the warranty period, Watchfire's only obligation and liability is to repair or replace (at its option) those part(s) of the System which prove to be defective and not merely worn out (e.g., aged LEDs). Repaired or replaced parts provided within the original warranty period shall have the same warranty for the balance of the original warranty period. Part(s) replaced or repaired outside of any warranty period shall have a warranty of replacement only for material defects in material or workmanship for one (1) year from date of shipment. Any parts not manufactured by Watchfire, but which are added to the System manufactured by Watchfire, are covered only by their original manufacturer's warranty, if any. Watchfire is not responsible for telecommunications or Internet services being unavailable, or for limitations caused by environmental conditions or incompatibilities with other systems.

**Limitations.** Buyer's exclusive remedy for Watchfire's breach of this Agreement as to any term hereof, and Watchfire's only liability for any such breach, shall be replacement or repair of the System and its parts actually delivered to Buyer in Watchfire's sole discretion. **IN NO EVENT WILL WATCHFIRE BE LIABLE TO BUYER FOR LOSS, DAMAGE, OR INJURY OF ANY KIND OR NATURE ARISING OUT OF THIS TRANSACTION IN EXCESS OF THE SYSTEM PRICE.** The Buyer agrees that these limitations on liability and remedies are independent of the agreed remedies under this Agreement. Significant surge protection is included in the signs. However, very high electrical surges can damage electronic LED sign systems and are not covered by warranty. **Proper installation to allow for adequate ventilation as detailed in the Installation Manual S-1504 is required to keep the warranty in force. Power must be applied at all times except for during service incidents. Power outages for more than three (3) days require notice to Watchfire Service to keep the warranty in force.**

**Intellectual Property.** As to the equipment proposed and furnished by Watchfire, Watchfire shall defend any suit or proceeding brought against Buyer so far as it is based on a claim that such equipment constitutes an infringement of any copyright, trademark or patent of the United States. Watchfire retains ownership of intellectual property in any materials, goods, software and production process which may be developed under this Agreement.

**Use of System Image.** Buyer agrees that Watchfire, without compensation to Buyer, may use Buyer's name along with photographs and images of the System in Watchfire's advertising and promotional materials in any media worldwide without the prior written consent of Buyer. Watchfire agrees that such use shall not imply any endorsement of Watchfire by Buyer.

**License for Software Use and Warranty.** "Software" as used herein includes software distributed on a media (like a CD, DVD or flash drive), software hosted on a server and accessed through a web browser, and software running on the System controllers. Media does not apply to Ignite OA. This license covers end-user applications such as Ignite OP, Ignite OPx and Ignite OA. Excluding Third Party software, Watchfire warrants that: (1) the media (if any) on which Software is provided shall be free from material defects for sixty (60) days after shipment by Watchfire; and (2) Software substantially conforms to the documentation that accompanies it. Watchfire hereby grants the Original End User a limited, non-exclusive personal, non-transferable and non-assignable license to use the Software. This license terminates upon violation of any provision of this License, and Watchfire reserves the right to electronically disable the Software upon such violation. The software is copyrighted by Watchfire Signs, LLC and buyer shall not permit the software to be copied (except for backup purposes), transferred, distributed, disassembled, reverse engineered, decompiled or tampered with. Watchfire does not warrant that the media and Software is completely error-free, will operate without interruption or is compatible with all equipment or software configurations. Watchfire may charge additional fees for any upgrades or modifications to the Software.

**Third Party Software.** Operation of the sign is supported only with Watchfire software and Watchfire qualified versions of approved third party software. Installing un-supported software on sign controllers could lead to non-operational signs. Service charges for troubleshooting and returning to operation will apply.

BUYER AND ORIGINAL END USER HOLD WATCHFIRE HARMLESS AND INDEMNIFIED FOR ANY CLAIMS BY THIRD PARTIES, INCLUDING WATCHFIRE'S ATTORNEY'S FEES, THAT THE USE OF THE SOFTWARE OR SYSTEM INFRINGES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY DUE TO AN IMAGE DISPLAYED ON THE SYSTEM BY THE BUYER.

**Warranty Service.** Defective media or Software may be replaced during the warranty period unless damaged by accident or misuse. WATCHFIRE'S ENTIRE LIABILITY SHALL BE THE REPAIR OR REPLACEMENT OF THE DEFECTIVE MEDIA OR SOFTWARE WHEN TIMELY RETURNED TO WATCHFIRE. Any replacement media or Software has the same sixty (60) day warranty. Warranty service for the System and the Software are expressly conditioned on Watchfire's prior receipt of all payments due under the License, including System Price. Buyer shall contact the Watchfire HELP desk for warranty service. Items determined defective by Watchfire will be replaced at its option with new or like-new part(s). No credit is given for such items. Watchfire will pay for outbound shipping and return ground freight for items repaired/replaced for its manufactured goods. Buyers must pay all duties and taxes for items shipped to destinations outside of the continental United States. Buyer shall pay for the installation of repaired/replaced item and updates to the software. In the event of any delay in Watchfire's performance beyond Watchfire's reasonable control, Watchfire shall have additional reasonable time for performance. Buyer shall pay for all maintenance services.

**10-Year FCC Guarantee.** This device complies with FCC Part 15 regulations for Class A devices. Operation is subject to the following two conditions: 1.) this device may not cause harmful interference, and 2.) this device must accept any interference received, including interferences that may cause undesired operation. FCC regulations state that unauthorized changes or modifications to this device could void the user's authority to operate it.

In the event of a documented claim of electromagnetic interference as the result of the operation of this device, Watchfire guarantees to provide a remedy to the complaint pursuant to FCC Part 15 regulations for Class A devices in effect at the time of shipment or issue a prorated refund to the buyer. The prorated refund will be determined by dividing the original purchase price by the number of months of the warranty period, then multiplying the result by the months remaining in the warranty period. Partial months are rounded to the nearest whole month.

**Exclusions.** The above warranties do not apply if the System or Software are damaged due to improper or unreasonable use, modification, repair, service, installation, or environmental conditions or if they are reversed engineered, de-compiled or used to create derivative works. There are no express warranties for the System and the Software beyond those expressly stated herein and the entire agreement between the parties as to warranties is embodied in the Agreement and this Schedule. Neither oral statements or advice made by Watchfire's agents or employees in the selection of goods or parts used in or in conjunction with Watchfire's manufactured goods, or in the performance of warranty services, nor any verbal arrangement, nor any advertising material or statement in any brochure, catalogue, or other material furnished by Watchfire or on its behalf, other than the limited warranty and remedies statements included therein, nor any other oral or written term or statement not contained herein shall constitute a warranty, be relied upon by Buyer, or become a part of the sale of System or the license of the Software. If any sample or model was shown to the Buyer, such sample or model was used merely to illustrate the general type and quality of a System and Software and not to represent that the System and Software would necessarily conform to the sample or model.

WATCHFIRE'S LIABILITY TO BUYER UNDER THESE WARRANTIES FOR THE SYSTEM AND SOFTWARE IS LIMITED AS SET FORTH HEREIN, WHETHER IN CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO FRAUD, MISREPRESENTATION, BREACH OF CONTRACT, PERSONAL INJURY, PRODUCTS LIABILITY OR ANY OTHER THEORY, AND WATCHFIRE SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, COMMERCIAL, EXEMPLARY, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR PUNITIVE DAMAGES, OR DAMAGES FOR LOSS OF USE, LOSS OF ANTICIPATED PROFITS, INCOME, OR ECONOMIC LOSSES OF ANY KIND. WATCHFIRE'S LIABILITY UNDER ANY WARRANTY HEREUNDER, WHETHER EXPRESS OR IMPLIED, SHALL NOT EXCEED THE COST OF REPAIR OR REPLACEMENT OF DEFECTIVE PARTS OF THE SYSTEM AND SOFTWARE. BUYER MAY NOT BRING ANY ACTION UNDER THESE WARRANTIES MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

**Miscellaneous.** Should any part of this Terms of Sale be found invalid, the other parts shall remain unaffected and shall be enforceable. This Terms of Sale shall be governed by the laws of the State of Illinois. Any litigation shall be exclusively in Vermilion County, in the State of Illinois or the U.S. District Court for the Central District of Illinois.

**Privacy Policy.** See <http://www.watchfiresigns.com/privacy-policy> for details.

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## WATCHFIRE PICK-UP PROCEDURES

1. Sign criteria required for pick-ups. **(ALL CRITERIA MUST APPLY)**
  1. **Length < 20 feet long**
  2. **Height < 72 inches tall**
  3. **If height is > 60 inches, crating is required.**
2. No mini-vans: The signs have to be loaded through the backdoor and present lifting hazards to Watchfire employees plus the signs are difficult to secure once loaded. There is greater potential for damaging the signs and the customer's vehicle.
3. No pickup trucks for signs longer than 9ft (palletized) – customer should take into account the number and width of their signs (are the signs crated or uncrated) as well as the truck's wheel wells. No toppers are allowed on trucks used for picking up signs, this creates a safety issue when loading.
4. Multiple orders should bring an open trailer to facilitate the use of a crane.
5. If signs are crated, the crates vary from 36in – 60in wide. Customer should plan to bring a trailer that will accommodate the crate sizes particularly if multiple orders are to be picked up.
6. Customer **MUST** supply straps, tie downs and tarps – sufficient to cover entire
7. Customers are responsible for strapping and tarping. Customers must adhere to all Watchfire Signs safety policies. Watchfire Signs reserves the right to refuse loading any sign if it becomes a safety issue.
8. Customer pickups are "FOB Danville," which means that the customer owns the sign as soon as they pull away from Watchfire's docks and are hence responsible for any damages that may occur.
9. Customer must call prior to pickup to schedule a dock time. 800-637-2645  
Tracy Saults (x 5031)