

**Winnetka-Northfield Public Library District  
Special Meeting of The Board of Trustees**

**THE MEETING WILL BEGIN AT 7:00 PM AND WILL BE HELD AT THE WINNETKA LIBRARY BRANCH.  
INSTRUCTIONS TO JOIN VIRTUALLY POSTED AT [WWW.WINNETKALIBRARY.ORG](http://WWW.WINNETKALIBRARY.ORG)**

**AGENDA**

Monday, May 1, 2023

- I. Call to Order**
- II. Roll Call**
- III. Public Comments**
- IV. Decennial Committee Meeting\***
  - i. Committee Members
  - ii. Review Report Template Options & Categories
  - iii. Next Steps
- V. Discussion and vote on Kenilworth Service Contract Renewal\***
- VI. Discussion on Draft FY23-24 Library Budget**
- VII. Public Comments**
- VIII. Adjournment**

## **Compliance with Decennial Committees on Local Government Efficiency Act**

On June 10, 2022, Governor Pritzker signed the Decennial Committee on Local Government Efficiency Act, 50 ILCS 70/1 *et seq.*, into law. This law requires all Illinois local governments that impose a tax (as defined in the Act and excepting municipalities and counties) to convene a committee to study and report on local government efficiency. There are certain actions impacted local governments must take to begin compliance with this law by no later than June 10, 2023.

Under this law, impacted local governments must:

1. Form a committee to study local efficiencies and meet for the first time no later than June 10, 2023.
2. Have the committee meet at least three times.
3. Prepare a written report with recommendations (if any) on efficiencies and increased accountability.
4. File the report with the county (or each county in which your local government is located).

### **WHO HAS TO COMPLY?**

The Act applies to "all entities that levy taxes and are also units of local government, as defined in Section 1 of Article VII of the Illinois Constitution, except municipalities and counties."

### **WHO HAS TO BE ON THE COMMITTEE?**

Section 10(b) of the Act specifies that the committee's membership must include the elected or appointed members of the governing board. In addition, it must include any chief executive officer (such as an executive director, administrator, or manager) and "other officer" of the local government. The committee must also include at least two residents within the territory served by the local government who are appointed by the committee chair. The committee chair can also appoint others to serve on the committee. Committee members are not compensated but can be reimbursed for any committee-related expenses.

### **WHAT DOES THE COMMITTEE HAVE TO DO?**

The committee is required to meet at least three times, with the first meeting occurring no later than June 10, 2023. The committee meeting can be the same day as the governing body's board meeting. It can even be a part of the regular board meeting, provided the committee meeting is listed as a part of the meeting agenda and there is a majority of the committee members present. All other requirements of the Open Meetings Act (notice, minutes, etc.) also apply to these committee meetings.

### **WHAT NEEDS TO HAPPEN AT THESE COMMITTEE MEETINGS?**

The committee must "summarize its work and findings within a written report, which must include recommendations in respect to increased accountability and efficiency and must provide the report to the county board in which the governmental unit is located no later than 18 months after the formation of the committee." The goal is for the committee to study and report on local government efficiencies. Ultimately, this can be as simple or complex as you make it.

First meeting: This meeting would essentially be an “organizational” meeting to identify committee members, set deadlines for next steps, designate different committee members to compile information and identify efficiencies the local government currently has in place, and whether there are increased opportunities for efficiency and whether there are additional opportunities for accountability. This would include identifying any intergovernmental agreements currently have in place, or whether there are additional opportunities for intergovernmental cooperation (sharing equipment, personnel, resources, etc.). The committee can also discuss at this meeting whether the committee members want to gather and analyze information, or whether it wants to employ specialists in public administration and governmental management or other consultants. Keep in mind, however, that this law is an unfunded mandate, so payment for anyone hired by the committee will have to come from existing funds.

Second meeting: This meeting could be used to take the information gathered by the committee and compile it into a draft report. The committee can also identify any additional information that might be needed to prepare a final report.

Third meeting: At this meeting, the committee can finalize and approve the report.

Remember, the Act requires a *minimum* of three meetings, but a committee could have as many meetings as it needs or wants. These meetings could be held throughout the year leading up to the report deadline, which is 18 months after the first committee meeting.

Additional Requirements: At the end of each meeting, the committee must “conduct a survey of residents who attended asking for input on the matters discussed at the meeting.” A committee could poll the people present at the meeting while at the meeting or send out an email survey to those attendees who provided an email address.

## **WHAT DO WE DO WITH THE REPORT ONCE IT HAS BEEN PREPARED?**

Section 25 of the Act requires the committee to provide its report to the county board.

Post Authored by Julie Tappendorf and Keri-Lyn Krafthefer, Ancel Glink

# Sample Report for Compliance with Decennial Committees on Local Government Efficiencies Act

## I. Unit of government submitting this report

- a. Name of Library:
- b. Address of Main Office:

## II. Information about our library

- a. We are located in \_\_\_\_\_ County. There are \_\_\_\_\_ libraries in our County.
- b. The population of our district is \_\_\_\_\_ (as of the 2020 census).
- c. We have \_\_\_\_\_ employees of the library (excluding board members).
- d. Our annual budget for FY\_\_\_\_\_ is \$\_\_\_\_\_.
- e. Our library's equalized assessed valuation (EAV) for 2022 is \$\_\_\_\_\_.

## III. Information about our Committee

Committee Members

- a. Board President:
- b. Trustee:
- c. Trustee:
- d. Trustee:
- e. Trustee:
- f. Trustee:
- g. Trustee:
- h. Executive Director:
- i. District Resident:
- j. District Resident:

## IV. Core Programs and Services Offered by our Library

- a. Our library offers the following core programs and services:

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- b. Other core services/programs we could possibly provide:

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**V. Awards & Recognition**

Our library and/or staff has received the following awards, distinctions, recognitions, and/or honors:

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**VI. Intergovernmental Agreements**

We have intergovernmental agreements with the following other units of government:

| Entity | Services Offered |
|--------|------------------|
|        |                  |
|        |                  |

Based on these agreements and intergovernmental cooperation, we have increased our efficiency in the following ways (list cost savings, avoiding duplicated services, etc.):

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**VII. Community Partnerships**

We partner with the following organizations (list all):

| Organization | Services Offered |
|--------------|------------------|
|              |                  |
|              |                  |
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|              |                  |
|              |                  |
|              |                  |
|              |                  |
|              |                  |
|              |                  |

**VIII. Review of Laws, Policies, Rules and Procedures, Training Materials, and other Documents**

We have reviewed the following non-exhaustive list of laws, policies, training materials, and other documents applicable to the Library to evaluate our compliance and determine if any of the foregoing should be amended.

|  |  |
|--|--|
|  | State laws applicable to Libraries                                 |
|  | Illinois Open Meetings Act (5 ILCS 120/1 et seq.)                  |
|  | Policy on public comment   |
|  | Designation of OMA officer (5 ILCS 120/1.05(a))                    |
|  | All Board Members have completed OMA Training (5 ILCS 120/1.05(b)) |



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**XII. Studies on governmental efficiencies**

In preparing this report, we reviewed several studies on local government efficiency. These studies show that the average local government in Illinois serves 1800 residents compared to the national median of 2850 individuals.

**XIII. Our committee's recommendations regarding increased accountability and efficiency:**

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Note: This report must be filed with the county no later than 18 months after the first committee meeting.

Submitted by: \_\_\_\_\_  
Chairman, Decennial Efficiency Committee

Date of Committee Approval of Report: \_\_\_\_\_  
DD/MM/YY

## **Monica Proposed Decennial Committee Report Structure**

### **1) Library Information**

- a. Name
- b. Address
- c. Location
- d. District Population

### **2) Committee Information**

- a. Board President
- b. Trustee 1
- c. Trustee 2
- d. Trustee 3
- e. Trustee 4
- f. Trustee 5
- g. Trustee 6
- h. Executive Director
- i. District Resident
- j. District Resident

### **3) Operational Categories**

- a. Administration
  - i. Personnel/Staffing
  - ii. Benefits
  - iii. Facilities
  - iv. Finances
- b. Collections
- c. Programs
- d. Services
- e. Intergovernmental Agreements/Community Partnerships

### **4) Review of Applicable Laws, Statutes, Policies, Procedures, and Other Documents**

|  |   |
|--|---|
|  | State laws applicable to Libraries                                  |
|  | Illinois Open Meetings Act (5 ILCS 120/1 et seq.)                   |
|  | Policy on public comment  |
|  | Designation of OMA officer (5 ILCS 120/1.05(a))                     |
|  | All Board Members have completed OMA Training (5 ILCS 120/1.05(b))  |
|  | Schedule of Regular Meetings of the Library Board (5 ILCS 120/2.03) |
|  | Illinois Freedom of Information Act (5 ILCS 140/1 et seq.)          |
|  | Designation of FOIA Officer(s)                                      |



|  |   |
|--|---|
|  | FOIA Officer Training (5 ILCS 140/3.5(b))   |
|  | Computation and Retention of FOIA Requests (5 ILCS 140/3.5(a))  |
|  | Posting Other Required FOIA Information (5 ILCS 140/4(a); 5 ILCS 140/4(b))  |
|  | List of Types of Categories of FOIA Records under Library Control (5 ILCS 140/5)                                      |
|  | Periodic Meetings to Review Closed Meeting Minutes (5 ILCS 120/2.06(d))   |
|  | IMRF Total Compensation Posting (5 ILCS 120/7.3)  |
|  | Designation of Whistleblower Auditing Official (50 ILCS 105/4.1 et seq.)  |
|  | Proper filing of statement of economic interests (5 ILCS 420/4A-101; 5 ILCS 420/4A-101.5 et seq.)                     |
|  | Sexual harassment prevention training (775 ILCS 5/2-109(C))   |
|  | Intergovernmental agreements  |
|  | Budget and financial documents  |
|  | State Ethics Laws, including, but not limited to the State Officials and Employees Ethics Act (5 ILCS 430/1-1 et seq) |
|  | Professional Ethics guidelines (Library Bill of Rights, Freedom to Read Statement)                                    |
|  | Library Policies (as applicable)  |

**5) Summary of Findings**

**6) Recommendations**

## LIBRARY SERVICES AGREEMENT

This **LIBRARY SERVICES AGREEMENT** (“*Agreement*”) is entered into as of July 1, 2023 by and among the **KENILWORTH PUBLIC LIBRARY DISTRICT** (“*Kenilworth Library*”), the **WILMETTE PUBLIC LIBRARY DISTRICT** (“*Wilmette Library*”), and the **WINNETKA-NORTHFIELD PUBLIC LIBRARY DISTRICT** (“*Winnetka Library*”).

**WHEREAS**, Kenilworth Library desires to contract with Wilmette Library and Winnetka Library for provision of library services to residents of the Public Library District of the Village of Kenilworth, Illinois;

**WHEREAS**, Wilmette Library and Winnetka Library are willing to provide such library services to the residents of the Public Library District of the Village of Kenilworth, Illinois under the terms and conditions hereof,

**WHEREAS**, authority to contract among intergovernmental and public agencies, including public library districts, is permitted in Illinois pursuant to, *inter alia*, Ill. Const. art. VII, § 10; 5 ILCS 220/5; and 75 ILCS 16/30-55.40;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by each of the parties hereto, the parties agree as follows:

1. Term. This Agreement shall be effective as of July 1, 2023 and shall expire on June 30, 2028. Each service year during the term of this Agreement shall begin on July 1 and end on June 30 of the following calendar year, **in accordance with each library’s fiscal year** (each, a “*Fiscal Year*”).

2. Appointment of Administrator. Wilmette Library, through the Director of its library and such additional staff as such Director shall appoint, shall administer the business and legal affairs of Kenilworth Library at the direction and instruction of Kenilworth Library’s Board of Trustees (in such role, Wilmette Library is referred to herein as the “*Administrator*”). The Administrator shall, among other things, maintain records concerning Kenilworth Library’s financial affairs and accounts, prepare agendas and other materials necessary for meetings of Kenilworth Library’s Board of Trustees, and prepare such legal and administrative documents as are needed in the ordinary course of Kenilworth Library’s business.

3. Provision of Library Services. Wilmette Library and Winnetka Library agree to provide to residents of the Public Library District of the Village of Kenilworth, Illinois the same rights and privileges pertaining to library services, on the same terms and conditions, that Wilmette Library and Winnetka Library provide to residents of their own districts. Where licenses for **electronic digital** products restrict access to a cardholders of a single library, the Wilmette and Winnetka libraries agree to work to find a way, if possible, to provide service to all Kenilworth residents, regardless of which card is of record.

4. Annual Fee.

- a. During the **Fiscal** Year July 1, 2023 through June 30, 2024, Kenilworth Library agrees to pay to Wilmette Library and Winnetka Library, jointly, the sum of **\$316,252.00** (the “*Annual Fee*”) in compensation for the library services described in Section 3 above.
- b. For each **Fiscal** Year thereafter during the term of this Agreement, the Annual Fee shall automatically **increase to** ~~adjust at the lower of: (i) the rate of change of the annual Consumer Price Index for the prior calendar year as published by the Bureau of Labor Statistics of the U.S. Department of Labor in March of each year, or (ii) the maximum amount of property tax increases allowed to Kenilworth Library by law.~~
- c. Wilmette Library and Winnetka Library shall divide the Annual Fee for any **Fiscal** Year between themselves in proportion to the number of items checked out at the Wilmette and Winnetka libraries by residents of the Kenilworth Library during the prior ~~Service~~ **12-month Fiscal** Year, as calculated by the Administrator. The Administrator will report the number of items checked out at the respective libraries by Kenilworth residents from the Cooperative Computer Services (CCS) “Monthly Statistics by Patron Code” report (or its successor) prepared for each CCS member library.
- d. Kenilworth Library shall pay the Annual Fee in unequal quarterly installments as soon as is practicable after Kenilworth Library receives payment of its allocation of property tax receipts from Cook County, Illinois on or about each September 15, December 15, March 15, and June 15. Each quarterly payment shall be in an amount determined by Kenilworth Library after deducting from its cash on hand: (i) a reserve of \$10,000, (ii) the payment called for under Section 5 below, and (iii) sufficient funds to pay its anticipated ordinary course expenses for the following calendar quarter. The Administrator shall provide a report of amounts deducted to Wilmette Library and Winnetka Library with each quarterly payment.

5. Administrative Fee.

- a. During the year July 1, 2023 through June 30, 2024, Kenilworth Library agrees to pay Wilmette Library the sum of **\$18,289.00** (the “*Administrative Fee*”) in compensation for the administrative services described in Section 2 above.
- b. For each **Fiscal** Year thereafter during the term of this Agreement, the Administrative Fee shall automatically **increase to** ~~adjust at the lower of: (i) the rate of change of the annual Consumer Price Index for the prior calendar year as published by the Bureau of Labor Statistics of the U.S. Department of Labor in March of each year, or (ii) the maximum amount of property tax increases allowed to Kenilworth Library by law.~~

- c. Kenilworth Library shall pay the Administrative Fee in unequal quarterly installments as soon as is practicable after Kenilworth Library receives payment of its allocation of property tax receipts from Cook County, Illinois on or about each September 15, December 15, March 15, and June 15. Each quarterly payment shall be in an amount determined by Kenilworth Library after deducting from its cash on hand: (i) a reserve of \$10,000 and (ii) sufficient funds to pay its anticipated ordinary course expenses for the following calendar quarter.

6. Termination Payments.

- a. On the first anniversary of the expiration of the term of this Agreement, Kenilworth Library shall pay Wilmette Library and Winnetka Library, jointly, an amount equal to the Annual Fee that was paid during the final **Fiscal** Year of this Agreement, to be divided between them as described in Section 4(c) above based on circulation data for the final ~~Service~~ **12-month Calendar** Year of this Agreement.
- b. On the first anniversary of the expiration of the term of this Agreement, Kenilworth Library shall pay Wilmette Library an amount equal to the Administrative Fee that was paid during the final **Fiscal** Year of this Agreement.

7. Undertaking, Participation and Cooperation.

- a. Kenilworth Library shall take all actions necessary to pass and record a valid annual tax levy in an amount sufficient to pay all costs reasonably necessary to fulfill its financial obligations under this Agreement.
- b. Each of the parties hereto agrees to use its best efforts to promote a full exchange of information concerning the operation of its district. Each of the parties shall each provide the others with the schedule of meetings of its Board of Trustees and the same notice of special or rescheduled meetings, meeting minutes and financial operating reports as are given to its Board of Trustees.
- c. The Directors of Wilmette Library and Winnetka Library shall be available for reasonable consultation with the Kenilworth Library Board of Trustees.

8. Severability. If any provision of this Agreement shall be held invalid, illegal or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and shall be enforced to the fullest extent permitted by law.

9. Integration; Amendment. This Agreement constitutes the complete agreement of the parties hereto and supersedes any and all other written or oral contracts, agreements or understandings between them on the subject hereof. This Agreement may not be amended, modified or otherwise changed except for a written instrument duly executed by each party hereto.

10. Notice. All notices, demands, requests or other communications sent by one party to the other hereunder shall be deemed delivered three (3) days after depositing same in the United States mail, postage prepaid, addressed as follows:

**If to Kenilworth Library:**

President, Board of Trustees  
Kenilworth Public Library District  
c/o Director, Wilmette Public Library  
1242 Wilmette Avenue  
Wilmette, Illinois 60091

**If to Wilmette Library:**

President, Board of Trustees  
Wilmette Public Library District  
c/o Director, Wilmette Public Library  
1242 Wilmette Avenue  
Wilmette, Illinois 60091

**If to Winnetka Library:**

President, Board of Trustees  
Winnetka-Northfield Public Library District  
c/o Director, Winnetka Public Library  
768 Oak Street  
Winnetka, Illinois 60093

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

12. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument.

**IN WITNESS WHEREOF**, the parties have set their hands and seals as of the date first above written.

**KENILWORTH PUBLIC LIBRARY DISTRICT**

**WILMETTE PUBLIC LIBRARY DISTRICT**

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

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_

**WINNETKA-NORTHFIELD PUBLIC LIBRARY DISTRICT**

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

Its: \_\_\_\_\_