

March 8, 2000

Minutes of the regular meeting of the Board of Trustees of the Skokie Public Library held in the Skokie Public Library Board Room, Wednesday, March 8, 2000.

CALL TO ORDER

John J. Graham, President, called the meeting to order at 7:35 p.m.

Members present: John J. Graham, President; Diana Hunter, Vice President/President Emerita; Eva D. Weiner, Secretary; Susan Greer; Zelda Rich; and Carolyn A. Anthony, Director. Richard Witry arrived at 8:45 p.m.

Member absent: Dr. John Wozniak.

Also present: Barbara A. Kozlowski, Associate Director for Public Services.

APPROVAL OF THE MINUTES OF THE REGULAR MEETING OF FEBRUARY 8, 2000

Mrs. Rich made a motion, seconded by Mrs. Weiner, to approve the minutes of the regular meeting of February 8, 2000, subject to additions and/or corrections.

There being no additions or corrections, the minutes were approved and placed on file.

CONSENT AGENDA ITEMS

FINANCIAL STATEMENTS

LIST OF BILLS

Mrs. Hunter made a motion, seconded by Mrs. Greer:

MOTION: THAT THE FINANCIAL STATEMENT FOR THE MONTH OF FEBRUARY, 2000, THE LIBRARY NOTE FUND, AND THE YEAR-TO-DATE BUDGETARY STATUS BE ACCEPTED, AND THAT THE LIST OF BILLS BE APPROVED FOR PAYMENT, SUBJECT TO AUDIT.

The roll call vote for approval was unanimous.

CIRCULATION REPORT
 LIBRARY USE STATISTICS
 REPORT(S) FROM DEPARTMENT HEAD(S) (1)
 GIFTS
 CORRESPONDENCE
PERSONNEL

Mrs. Rich made a motion, seconded by Mrs. Hunter:

MOTION: THAT THE SKOKIE PUBLIC LIBRARY BOARD OF TRUSTEES PLACE ON FILE THE FOLLOWING CONSENT AGENDA ITEMS:

1. CIRCULATION REPORT
2. LIBRARY USE STATISTICS
3. REPORT(S) FROM DEPARTMENT HEAD(S)
4. GIFTS
 - \$50 from Woman's Club of Skokie/Lincolnwood for Parent/Teacher Collection
 - \$250 from the Founders and the North Shore Community Bank
5. CORRESPONDENCE
 - Letter from Dr. Eli Maor
 - Letter from Ruth Granick
6. PERSONNEL
 - Change: Karolyn Fukuda, full-time Information Assistant, Youth Services to full-time Administrative Secretary, Administration, effective February 28, 2000;
 - Appointment: Gail Kay, full-time Assistant Director for Human Resources, Administration, effective March 15, 2000.

Mrs. Anthony gave a brief background on Gail Kay, our new Assistant Director for Human Resources. Mrs. Hunter mentioned the correspondence and said news of this nature should be made public. Mrs. Anthony will have Allison Trimarco, Manager, Public Information and Programs look into this.

The motion to place the Consent Agenda items on file was unanimously approved.

PROPOSED BUDGET FOR FY 2001

Mr. Graham asked if there were questions regarding the memo Mrs. Anthony wrote. Per Dr. Wozniak's request at the last Board meeting, Mrs. Anthony has increased the book budget by

2.6%, periodicals 5.4% and non-print materials by 6.6%. Discussion ensued regarding the Postage line (postage going up) and the Contingency Line.

DIRECTOR'S REPORT

Grant News—Skokie Public Library has been selected as one of fifty libraries to participate in the Fast Forward Program sponsored by ALA. Bruce Brigell, Head of Information Resources, wrote the proposal that secured the grant sponsored by a partnership of the National Science Foundation and National Video Resources. Funding will cover a series of five programs in Fall 2000 or Spring 2001 on the topic of the impact of technological change in the 20th century. Our participating scholar will be Steve Jones, Head of the Department of Communications at UIC and son of former SPL reference librarian Sofia Jones.

National Library Week Grant—The Library has been awarded a \$1,400. grant from the Skokie Fine Arts Commission for our artist-in-residency program for National Library Week. Mary Patten, a video artist with the School of the Art Institute will work with 4th graders in telling stories through video. Cole Taylor Bank will be our National Library Week sponsor again. There are several interesting programs planned throughout the week including a talk by American Book Award winner Denise Chavez. Her program on the challenge of maintaining your identity during a time of change will kick off a series of programs for middle school-aged girls.

AM Skokie—Set your alarm clocks early Friday, April 7! The Library will host the Skokie Chamber's AM Skokie from 8:30-10:00. We will use the opportunity to inform attendees about the Library's business services.

Library Advocacy Day—Library Advocacy Day in Springfield is Thursday, April 6. NSLS will have a bus going down to make the trip pass quickly. Mrs. Anthony hopes that some Board members will plan to attend. We can come back to the Library that evening for the

opening reception of the Baren Print Exchange, an exhibit of woodblock prints by artists who met on the Internet. Mrs. Anthony and Mrs. Greer will attend.

Training in Youth Services—The Youth Services Department is planning team-building sessions to knit their new staff together. Later in the spring, they'll have skills training in techniques for reference, readers' advisory and programming.

Independent Levy Authority—The Illinois Government Finance Officers' Association has an item on their legislative agenda to seek independent levy authority for Village libraries. This would remove the Library from the Village's home rule umbrella and could subject us to tax caps. Mrs. Anthony has been told that it is not a high priority and probably will not happen this year, but it is something to watch.

PRESENTATION BY RICKI NORDMEYER

Ricki Nordmeyer, Readers' Services Specialist, entered the Board meeting at 8:03 p.m. Ms. Nordmeyer explained in detail what a Rocket Book is and how it works. She explained that this technology is in its infancy but it is something to keep an eye on. Mr. Graham thanked Ms. Nordmeyer for her presentation and Ms. Nordmeyer left the meeting at 8:25 p.m.

INTERGOVERNMENTAL TAX APPEAL

Since the Board has already approved participation in the Cooperative with ex-officio status in principle, it would be appropriate for the Board to adopt a motion of approval and ask the President to sign the Agreement on behalf of the Library. Discussion ensued.

A motion was made by Mrs. Rich seconded by Mrs. Greer:

MOTION: THAT THE SKOKIE PUBLIC LIBRARY BOARD OF TRUSTEES
APPROVE THE INTERGOVERNMENTAL AGREEMENT AS
PRESENTED (copy attached).

The roll was called: Mrs. Hunter--yes; Mrs. Greer--yes, Mrs. Rich--yes; Mrs. Weiner--yes; Mr. Graham--yes. The motion passed.

The Library is also to designate a representative and an alternate to represent the Library in decisions by the Cooperative. Mrs. Anthony was designated the representative. Mrs. Hunter was appointed alternate; Mr. Graham will fill in for Mrs. Hunter if she is unable to appear.

AGREEMENT RE ACCESS CHANNEL USE

Mrs. Anthony distributed a draft of the agreement regarding access channel use. This seems to be OK with the Village and attorney. Mr. Graham asked the trustees to read this information and be prepared for discussion at the April Board meeting.

AUTOMATION - JCPL

Mrs. Anthony attended the CODI users group meeting in Tampa, Florida, and discussed what most impressed her about the conference. The Acquisitions Module for Horizon is not sufficiently developed for us so JCPL would need to move to a different hardware platform while keeping Dynix for another year or two until all modules for Horizon or Sunrise systems are completed. The importance of integrated planning for the library systems (such as Dynix) and the Library's LAN was evident. She feels the CEO of Epixtech definitely has a vision for their company. The RFI went out Monday, February 28 and is due back March 10. We should have a decision by July 1 as to whether we will remain a consortium or not.

BOARD RETREAT FOLLOWUP

Michael Nees (facilitator for the Board Retreat) was asked to join the Board at the table. Mr. Graham said he has heard many compliments as to how the Board Retreat was managed. Mrs. Anthony and Mr. Nees spoke after the retreat and categorized the issues discussed. Some items are specific action recommendations and others are more philosophical. Mr. Nees said it is necessary to have a schedule or a timetable where decisions need to be made. Discussion followed.

Mr. Graham proposed a special Board meeting where issues could be discussed in depth.

Monday, March 20 from 4 to 6:30 p.m. (including dinner) was agreed upon.

ADJOURNMENT

At 9:30 p.m. Mrs. Rich made a motion to adjourn, seconded by Mrs. Hunter. The motion was unanimously approved.

Eva D. Weiner, Secretary

**NILES TOWNSHIP
PROPERTY TAX APPEALS
COOPERATIVE
INTERGOVERNMENTAL AGREEMENT**

THIS AGREEMENT is made and entered into by and between certain taxing districts located in Niles Township, Cook County, Illinois, listed on Exhibit A, attached hereto and made a part hereof ("Taxing Districts").

WITNESSETH:

WHEREAS, each of the parties to this Agreement is a governmental unit which exercises the power to tax real property (or in the case of local libraries, have such powers exercised on their behalf by the respective Villages) and which depends in part upon tax revenues to carry out its duties and purposes; and

WHEREAS, certain property owners within the taxing areas of the parties to this Agreement have filed complaints seeking to reduce the assessed valuation of their properties; and

WHEREAS, the Taxing Districts wish to join together to review, monitor, contest and defend the assessed valuation of real property, except for single family residences, within the boundaries of their districts; and

WHEREAS, the Taxing Districts are authorized to enter into this Intergovernmental Agreement pursuant to Section 3 of the *Intergovernmental Cooperation Act*, 5 ILCS 220/3.

NOW, THEREFORE, in consideration of the terms and conditions contained in this Intergovernmental Agreement, and other good and valuable consideration, the Taxing Districts agree as follows:

1. Purpose

The purpose of this Intergovernmental Agreement is to review, monitor, contest and defend the assessed valuation of real property, except for single family residences, within the boundaries of the Taxing Districts.

2. Method

a. There is hereby created a Governing Board which shall consist of one representative from each Taxing District that is a party to this Intergovernmental Agreement. Each Taxing District shall within seven days of executing this Agreement certify its appointment to the Governing Board of a named representative, and of a named alternate representative who may serve on occasions when the representative is unavailable or unable to serve. Appointment of a successor representative or alternate representative shall be certified by each Taxing District as needed from time to time.

b. A simple majority of the members of the Governing Board shall constitute a quorum. Action by a majority of a quorum shall constitute action of the Governing Board. The Governing Board shall select a chairperson. The Governing Board shall determine the manner in which it will accomplish the aforesaid purpose. The Governing Board shall meet as the Chairperson shall direct and may appoint committees to assist in the accomplishment of its purpose and shall adopt further rules and procedures necessary for its functioning. Meetings of the Governing Board shall be conducted in compliance with the Illinois Open Meetings Act.

c. The Taxing Districts which participate in this Agreement as full members, and those ex-officio members which will contribute their full share contribution pursuant to Paragraph 4(a), and which are affected by a particular appeal shall vote on whether to contest the appeal. The appeal shall be contested if a majority of those Districts vote to do so. All of those Districts shall be responsible for their contribution under Paragraph 4(a) regardless of how they voted. Only those Taxing Districts which participate financially pursuant to Paragraphs 4 and 5(d) in a particular tax appeal can vote to select an attorney and an appraiser to represent the Taxing Districts in that appeal and can vote on strategy, settlement or other matters concerning that appeal.

d. The decision to contest an appeal may be reconsidered whenever the total expenses for a particular appeal equal at least 50% of the total amount of tax revenue all of the members participating financially in an appeal pursuant to Paragraphs 4 and 5(d) would lose if the appeal was granted. Any of the members participating financially in an appeal pursuant to Paragraphs 4 and 5(d) can elect to discontinue their participation in the appeal when the expenses equal at least 50% of the lost revenue. Members who choose to discontinue their participation must do so in writing and will be responsible for expenses which were incurred prior to their withdrawal. The remaining members shall be responsible for expenses incurred after a member withdraws in pro-rata shares. Each member's share will be determined using a fraction in which the numerator is the member's tax rate for the year in question and the denominator is the aggregate of all the tax rates for the remaining members.

3. Powers of the Governing Board.

The Governing Board is hereby empowered to perform all acts necessary to the accomplishment of the aforesaid purpose including but not limited to hiring appraisers, consultants, and attorneys.

4. Procedure and Funding.

- a) All funds necessary to accomplish the aforesaid purpose shall be payable pro rata based upon the member Taxing District's respective portion of the tax rate for each property in question for the assessment year which is the subject of the taxpayer's PTAB appeal. For purposes of this section, the phrase "respective portion of the tax rate" shall be interpreted to mean the quotient of a Taxing District's tax rate for the year in question divided by the aggregate of all tax rates for the Taxing Districts which are participating in a particular tax appeal. For example, Taxing District's A, B, C, D, and E have the following tax rates for the year: A - \$1.30; B - \$.60; C - \$.80; D - \$2.00; E - \$.30. If all those Taxing Districts participate in a case, their respective portions would be as follows: A - 26%; B - 12%; C - 16%; D - 40%; E - 6%. However, if Taxing District D is an ex-officio member which chose not to participate, the respective portions of the remaining Taxing Districts would be as follows: A - 43%, B - 20%, C - 27%, E - 10%.
- b) Only those Taxing Districts which are affected by the valuation of a particular property shall be required to contribute to payment of the expenditures incurred as to that property.

5. Ex-Officio Status

Municipalities, and Taxing Districts on whose behalf municipalities levy taxes, which do not wish to participate in this Intergovernmental Agreement as full members may participate on an ex-officio basis in the following manner.

- a) Ex-officio members may appoint representatives to the Governing Board. Ex-officio representatives shall not count for purposes of establishing a quorum and shall not be able to make motions or vote on matters before the Board, except as provided in Paragraphs 5(b) and 5(d) below.
- b) Ex-officio members shall not be responsible for any expenses under this Intergovernmental Agreement but may contribute funds at their discretion. Ex-officio members who choose to contribute funds for a particular appeal based on the formula provided in Paragraph 4 shall participate in that appeal as full members.
- c) Ex-officio members may provide information and expertise to the other members of this Intergovernmental Agreement.
- d) Ex-officio members may elect to participate in the appeal process as full members on selected appeals. Ex-officio members shall have voting privileges concerning those appeals and shall have funding responsibilities as discussed in Paragraphs 2 and 4 above.

6. Handling and Accountability of Funds.

The Chairperson shall be responsible for handling the financial matters resulting from this Intergovernmental Agreement. This responsibility includes billing member taxing districts, receiving funds, depositing funds in a bank account opened for Intergovernmental Agreement purposes only and paying expenses which arise under the Agreement. Decisions regarding the expenditure of funds shall be made by the Governing Board if they effect all of the members. Decisions regarding the expenditure of funds which effect less than all of the members shall be made by the members affected. All funding necessary to effectuate the purpose of this Intergovernmental Agreement shall be paid within thirty (30) days of receipt of billing.

The Chairperson shall determine the amount owed by each of the Taxing Districts to this Intergovernmental Agreement pursuant to the formula provided in Paragraph 4 as to each property for which expenditure of funds is required.

A report of all receipts and disbursements shall be forwarded to the representative and alternate representative of each member to this Agreement on a monthly basis. These reporting requirements shall only apply to any month in which receipts or disbursements have occurred.

7. Records of Meetings.

The Governing board shall appoint one of its members as secretary. The secretary shall prepare minutes of each meeting and shall send draft minutes to each Taxing District's Governing Board representative not later than seven days after each meeting.

8. Submission of Appraisals and Reports of Experts

All reports or appraisals obtained from any experts pursuant to the purpose of this Intergovernmental Agreement shall be made available to each of the parties hereto which is contributing toward expenditures being incurred in the matter.

9. Amendment of Agreement

This Intergovernmental Agreement may be amended at any time for the purpose of adding additional parties or for other appropriate reasons. Additional parties must be governmental units with taxing power within Niles Township, Cook County, Illinois and shall be admitted in the same manner, and shall have the same rights, responsibilities and duties, as the original signatories to this Intergovernmental Agreement. An amendment of this Agreement shall take effect upon its approval by the governing boards of two-thirds of the Taxing Districts then parties to the Agreement.

10. Mutual Cooperation and Indemnification

- a) Each of the Taxing Districts shall reasonably cooperate with the other Taxing Districts participating in this Intergovernmental Agreement, including, but not limited to, complying with all terms of this Agreement and all reasonable actions necessary to defend against any tax appeal.
- b) All full and ex-officio members who participate in the appeals process described in this Intergovernmental Agreement hereby waive any and all rights to file any suit or claim of any kind against another full or ex-officio member for any action the other member took, or failed to take, under the terms of the Intergovernmental Agreement or in furtherance of the terms of this Intergovernmental Agreement, unless a member fails to fulfill its obligations under this Agreement.
- c) All representatives and alternates to the Governing Board shall be indemnified, held harmless and defended from and against all liabilities, claims, demands, causes of action, costs and expenses, including reasonable attorneys and paralegal fees and court costs, arising out of or related to the exercise of their duties, functions or discretion as a Governing Board member. The Governing Board members shall be indemnified, held harmless and defended by those full member Taxing Districts who levy taxes on the property which is the subject of the claim or which levy taxes on property owned by the plaintiff or claimant.

11. Withdrawal.

Any party to this Intergovernmental Agreement shall have the right to withdraw from this Intergovernmental Agreement, in the following manner:

- a) The board of the withdrawing Taxing District shall pass a resolution declaring its intention to withdraw effective on a specified date, which date shall not be less than thirty (30) days from the date of its resolution, and shall send a certified copy of said resolution to the Chairperson not less than thirty (30) days before the effective date of withdrawal.
- b) Withdrawal by any Taxing District shall not result in the discharge of any legal or financial liability incurred by such Taxing District before the effective date of withdrawal. All such liabilities shall continue until properly discharged or settled by the withdrawing Taxing District. In addition, withdrawing Taxing Districts shall have continued financial and legal liability in those appeals in which the Taxing Districts participated until those appeals are concluded.

12. Duration of Intergovernmental Agreement.

This Intergovernmental Agreement shall become effective upon the date of its approval by the board of each of the parties hereto. It shall remain in full force and effect indefinitely until the

occurrence of either of the following events:

- a) All Taxing Districts have withdrawn as provided for in Section 11, or
- b) All Taxing Districts, or all remaining governmental units, mutually agree to terminate this Intergovernmental Agreement by joint resolution passed by the boards of the parties to the Intergovernmental Agreement.

The termination of this Intergovernmental Agreement shall not act to discharge any liability incurred by the Taxing Districts who are parties to this Intergovernmental Agreement. After the effective date of termination, the Governing Board shall continue to exist for the limited purpose of discharging the debts and liabilities incurred under this Intergovernmental Agreement until such time as those have been fully discharged.

IN WITNESS WHEREOF, the parties hereto have caused this Intergovernmental Agreement to be signed and approved by the proper officers of each of the contracting parties, and attested by the proper officer, on the dates written below.

By: _____

Dated: _____

By: _____

Dated: _____

By: _____

Dated: _____

By: _____

Dated: _____

EXHIBIT A
MEMBER TAXING DISTRICTS

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