NANCY L. MCCONATHY PUBLIC LIBRARY DISTRICT BOARD OF TRUSTEES

Regular Meeting January 8, 2025 4:30 pm

Meeting will occur in person

- 1. ROLL CALL
- 2. APPROVAL OF THE MINUTES
- 3. CORRESPONDENCE
- 4. LEGAL COUNSEL
- 5. LIBRARIAN'S REPORT
- 6. COMMITTEE REPORTS
 - A. BUDGET AND FINANCE---Linda Todd
 - B. POLICY AND BYLAWS --- Roger Strasemeier
 - C. PERSONNEL--- Catherine Boettcher
 - D. PUBLIC RELATIONS--- Mary Thompson
 - E. FRIENDS OF THE LIBRARY --- Friends Representative
- 7. UNFINISHED BUSINESS
 - A. FLSA Mandated Salary increase
- 8. NEW BUSINESS
 - A. New Legal Proposal
 - B. LimRicc Renewal Resolution
 - C. Flooring Updates
 - D. 2025 Candidate Certification
- 9. AUDIENCE TO THE PUBLIC
- 10. ADJOURNMENT

NANCY L. MCCONATHY PUBLIC LIBRARY DISTRICT BOARD OF TRUSTEES Special Levy Meeting Minutes

November 13, 2024

The meeting was called to order at 4:32 p.m. by President Gary Holcomb

- Roll Call: Present were: Catherine Boettcher, Gary Holcomb, Roger Strasemeier, Mary Thompson and Linda Todd. Absent – Merrionna Pierce and Courtnei Travis
- The Levy was presented and the official posting was reviewed.
- 3. The Board President asked for audience participation. No audience participation occurred.
- 4. A motion was made by Roger Strasemeier and seconded by Catherine Boettcher to adjourn the meeting at 4:34 pm. Four ayes and zero nays. Motion carried.

Respectfully submitted, Rosie Williams-Baig, Director

NANCY L. MCCONATHY PUBLIC LIBRARY DISTRICT BOARD OF TRUSTEES

Minutes of the Regular Board Meeting November 13, 2024

President Gary Holcomb called the meeting to order at 4:35 P.M.

1. Roll Call: Present were: Catherine Boettcher, Gary Holcomb, Merrionna Pierce, Roger Strasemeier, Mary Thompson and Linda Todd. Absent –Courtnei Travis

2. Minutes:

A motion was made by Roger Strasemeier and seconded by Linda Todd to approve the minutes for the Special Meeting Minutes of October 2024. Roll Call Vote: Catherine Boettcher, aye; Merrionna Pierce, abstain; Roger Strasemeier, aye; Mary Thompson, aye; Linda Todd, aye. Four ayes, 1 abstain and 0 nays. Motion carried.

A motion was made by Roger Strasemeier and seconded by Mary Thompson to approve the minutes for the Regular Meeting Minutes of October 2024. Roll Call Vote: Catherine Boettcher, aye; Merrionna Pierce, abstain; Roger Strasemeier, aye; Mary Thompson, aye; Linda Todd, aye. Four ayes, 1 abstain and 0 nays. Motion carried.

- 3. Correspondence: Director Williams-Baig stated there has been no correspondence from Sauk Village regarding the TIF since the last meeting.
- 4. Legal Counsel: None
- 5. Librarian's Report: As presented.
- 6. Committee Reports:
 - A. Budget and Finance: As presented.
 - B. Policy and Bylaws: None
 - C. Personnel: None
 - D. Public Relations: None
 - E. Friends: None

7. Unfinished Business:

A. A motion was made by Catherine Boettcher and seconded by Linda Todd to accept the proposal for stripping and Waxing of the library floors in the amount of 3,515.00. Roll Call Vote: Catherine Boettcher, aye; Merrionna Pierce, aye; Roger Strasemeier, aye; Mary Thompson, aye; and Linda Todd, aye. Five ayes and 0 nays. Motion carried.

B. A motion was made by Roger Strasemeier and seconded by Catherine Boettcher to accept the proposal for new flooring in the meeting room and children's area in the amount not to exceed 12,000. Roll Call Vote: Catherine Boettcher, aye; Merrionna Pierce, aye; Roger Strasemeier, aye; Mary Thompson, aye; and Linda Todd, aye. Five ayes and 0 nays. Motion carried.

8. New Business:

A. A motion was made by Roger Strasemeier and seconded by Linda Todd to accept the Tax Levy ordinance as written. Roll Call Vote: Catherine Boettcher, aye; Merrionna Pierce, aye; Roger Strasemeier, aye; Mary Thompson, aye; and Linda Todd, aye. Five ayes and 0 nays. Motion carried.

B. A motion was made by Mary Thompson and seconded by Catherine Boettcher to accept the Certification of Truth in Taxation. Roll Call Vote: Catherine Boettcher, aye; Merrionna Pierce, aye; Roger Strasemeier, aye; Mary Thompson, aye; and Linda Todd, aye. Five ayes and 0 nays. Motion carried.

C. A patron with long standing fines approached the Board requesting for her fines to be waived due to financial hardship and length of time for fined. The policy was reviewed

and possible precedence was disused. A motion was made by Catherine Boettcher and seconded by Mary Thompson to keep the fines as part of the patron record.

Roll Call Vote: Catherine Boettcher, aye; Merrionna Pierce, aye; Roger Strasemeier, aye; Mary Thompson, aye; and Linda Todd, aye. Five ayes and 0 nays. Motion carried.

A motion was made by Mary Thompson and seconded by Linda Todd for a 5-minute recess. Roll Call Vote: Catherine Boettcher, aye; Merrionna Pierce, aye; Roger Strasemeier, aye; Mary Thompson, aye; and Linda Todd, aye. Five ayes and 0 nays. Motion carried.

- D. A motion was made by Catherine Boettcher and seconded by Merrionna to create email addresses for all Trustees and a policy regarding these emails. Roll Call Vote: Catherine Boettcher, aye; Merrionna Pierce, aye; Roger Strasemeier, aye; Mary Thompson, aye; and Linda Todd, aye. Five ayes and 0 nays. Motion carried.
- E. A motion was made by Merrionna Pierce and seconded by Linda Todd increase full time employee salaries based on the contract amount of 5%. Roll Call Vote: Catherine Boettcher, aye; Merrionna Pierce, aye; Roger Strasemeier, aye; Mary Thompson, aye; and Linda Todd, aye. Five ayes and 0 nays. Motion carried.
- F. A motion was made by Merrionna Pierce and seconded by Catherine Boettcher accept the proposed amount presented for the annual Junior Library Guild book subscription. Roll Call Vote: Catherine Boettcher, aye; Merrionna Pierce, aye; Roger Strasemeier, aye; Mary Thompson, aye; and Linda Todd, aye. Five ayes and 0 nays. Motion carried.
- 9. Audience to the public: none
- 10. A motion was made by Mary Thompson and seconded by Merrionna Pierce to adjourn the meeting at 6:05 pm. Five ayes and 0 no, motion carried

Respectfully submitted, Rosie Williams-Baig

NANCY L. MCCONATHY PUBLIC LIBRARY DISTRICT BOARD OF TRUSTEES

Minutes of the Regular Board Meeting December 11, 2024

President Gary Holcomb called the meeting to order at 4:30 P.M.

1. Roll Call: Present were: Catherine Boettcher, Gary Holcomb, Merrionna Pierce, Roger Strasemeier, and Mary Thompson. Absent –Courtnei Travis, Merrionna Pierce and Linda Todd

2. Minutes:

None Correspondence: None

3. Legal Counsel: None

4. Librarian's Report: None.

5. Committee Reports:

A. Budget and Finance: None.

B. Policy and Bylaws: None

C. Personnel: None

D. Public Relations: None

E. Friends: None

7. Unfinished Business:

None

8. New Business:

A. President Holcomb presented proposed mandated FLSA increases for exempt employees expected to begin January 1, 2025. At this time no exempt employees meet this salary minimum. Discussion ensued on possible ways to rectify this.

A motion was made Catherine Boettcher and seconded by Roger Strasemeier to remove the 5% increase all full-time personnel would be receiving in January 2025. Roll Call Vote: Catherine Boettcher, aye; Merrionna Pierce, aye; Roger Strasemeier, aye; Mary Thompson, aye; and Linda Todd, aye. Five ayes and 0 nays. Motion carried.

A motion was made Roger Strasemeier and seconded by Catherine Boettcher increase the Assistant Director's salary to 58,656.00 and the Director's salary to 68,565.00 beginning January 1, 2025. Roll Call Vote: Catherine Boettcher, aye; Merrionna Pierce (via email), aye; Roger Strasemeier, aye; Mary Thompson, aye; and Linda Todd (via email), aye. Five ayes and 0 nays. Motion carried.

A motion was made Roger Strasemeier and seconded by Catherine Boettcher increase the salary of the Lead Circulation by 5,000.00 beginning January 1, 2025. Roll Call Vote: Catherine Boettcher, aye; Merrionna Pierce, aye; Roger Strasemeier, aye; Mary Thompson, aye; and Linda Todd, aye. Five ayes and 0 nays. Motion carried.

9. Audience to the public: none

10. A motion was made by Catherine Boettcher and seconded by Roger Strasemeier to adjourn the meeting at 5:20 pm. Five ayes and 0 no, motion carried

Respectfully submitted, Rosie Williams-Baig

January 2025 LIBRARIAN'S REPORT

I hope this message finds you all well and safe.

As you can see our floors have been completed. We are happy with the result and look forward future improvements to the library. We will be bringing more intended improvements prior to the end of the fiscal year.

We currently getting back into the swing of things for the new year. We are beginning to start the inventory process across the entire collection which will be a several month project.

The Friends of the Library plan to meet in the upcoming months to begin to attempt the process of reinstating the Friends Board.

Sincerely, Rosie Williams-Baig Director

FINANCIAL REPORT Dyer Bank and Trust

January 2025

PAYROLL \$96,790.12

GENERAL FUND \$ 23,485.91

MONEY MARKET \$55,412.59

PETTY CASH \$7,802.81

CHECKING \$1,238.91

Total: \$ 184,730.09

Loan \$308,370.96 Thomas J. Canna tom@cannapc.com

Michael T. Canna mike@cannapc.com



10710 W. 143rd St., Suite 15 Orland Park, IL 60462 Ph: 708-400-7123 Fax: 708-400-7124 www.cannapc.com

December 3, 2024

VIA EMAIL

McConathy Public Library District 21737 Jeffery Avenue Sauk Village, IL 60411 mcconathypubliclibrary@yahoo.com

RE: Engagement for Legal Services

Dear McConathy Public Library District,

Thank you for selecting Canna Law Offices, P.C. (or "us" or "we" or "the firm") to serve as your counsel. The purpose of this engagement letter ("Agreement") is to outline the nature of the engagement and our respective responsibilities and expectations under this Agreement. If you have any questions about this letter or any of its provisions, do not hesitate to call. Otherwise, this letter will constitute the terms of our engagement.

Client(s). McConathy Public Library District ("you") will be our only clients in this matter.

Scope of Engagement. The scope of this engagement is limited to our representation of you as general counsel for the Library District (hereinafter referred to as the "matter" or "engagement"). It does not include any other actual or potential litigation, appeals, arrangements or transactions that may arise out of this matter. Our employment on your behalf is limited to specific matters which we agree to undertake. Work on this matter will be performed by Thomas J. Canna and Michael T. Canna. Our representation may be expanded if the parties separately agree in writing to do so. After this engagement concludes (upon either settlement or a final decision by the trial court), the firm has no further obligation to advise you. As such, if there are any later legal developments that may impact your future rights and liabilities, including changes in the applicable laws or regulations, you will have to engage us separately to advise on such developments.

Our engagement does not include, among other things, responsibility for review of your insurance policies to determine the possibility of coverage for claims asserted, for notification of your insurance carriers or for advice to you about your disclosure obligations under the federal securities laws or any other applicable law. Please let us know if you wish us to review any of those matters.

Outcome. The outcome of any matter is subject to inherent risks and other factors beyond our control. Therefore, we have not made, and cannot make, any guarantees or promises concerning the outcome of this matter.

Fees. Our fees for services will be based on our hourly rates in effect at the time the services are rendered. We will bill you monthly for our professional services, based the fees referenced herein and our usual hourly rates, and for out-of-pocket disbursements. Payment is due upon receipt of

the bill. For hourly services, we bill monthly in statements itemized to the tenth of an hour (six-minute intervals). Our standard hourly rate is currently \$300 per hour. We periodically review and adjust our hourly rates, so they may change during the course of this representation. If we adjust our hourly rates, we will provide you with 30 days written notice of any such adjustment. Services performed on or after the effective date of the new rates will be charged at the new rates. We may also take into account additional factors in performing our services, such as unusual time limitations or particularly favorable results obtained.

Any estimate of the fees and other charges that may be incurred in connection with the services that we may provide is not a fixed or maximum fee and does not constitute a commitment by us to perform the described services for that amount, or an obligation by you to pay that amount. Fees and other charges incurred are not contingent upon the successful completion of any matter. If we agree to look first to a third-party to pay our fees and charges, you nonetheless guarantee such payment if it is not made within a reasonable period of time.

Retainer. In consideration of our services, and to secure our availability, we require a general retainer in the amount of N/a. Ownership of the retainer will immediately pass to us upon receipt. We will draw down on your retainer to satisfy our billing statements, copies of which will be sent to you at the end of each month. When your retainer is exhausted, you agree to pay all further invoices upon receipt. Any unused portion of the retainer will be refunded at the end of the engagement. Each invoice will show the balance, if any, due from you or remaining on the retainer. The retainer will apply to our services for the referenced matter only. We may require additional retainers from time to time based on our estimates of future fees and charges for our engagement.

Expenses. In addition to our fees, in the course of providing services to you, we may incur expenses for services including but not limited to printing, photocopying, delivery services, telephone usage, postage, fax transmissions, document binding, computerized legal research, court reporter fees (including fees for attendance at depositions and hearings, and transcript costs), court costs, filing and service fees, expert and non-expert witness fees, travel, lodging, meals, and overtime for firm secretarial and other staff services. The actual expenses incurred depend on the services that we provide to you. We also may need to seek the assistance of investigators, consultants, and expert witnesses (testifying or non-testifying), and retain e-discovery vendors to help collect, review, and exchange relevant documents, including electronically stored information. We shall obtain your consent before incurring any individual cost in excess of \$500 or before retaining any such professional service providers/litigation support/e-discovery vendors. Expense items incurred on your behalf will be itemized separately on our billing statements. For administrative ease, we may advance payment for expenses and include the charge on our invoice to you, with no markup for handling. In other situations we may arrange for these ancillary services to be provided by third-parties, with direct billing to you.

Communication. It is important for us to maintain open communication with each other throughout the engagement. We will regularly keep you informed of the status of the matter and will promptly notify you of any major case developments. We will consult with you whenever

appropriate. You agree to communicate with and provide us with complete and accurate information as needed to further the case. Further, you will timely notify us of any changes in the structure of your organization, changes to the personal information or residence of any individuals related to this matter, or any extended periods of time when you will be unavailable.

Unless you specifically direct us otherwise, we may use mobile phones, email, and facsimile machines in the course of this engagement. Our email, text message, and facsimile transmissions may not be encrypted, so the use of such forms of communication under current technologies may place confidential or privileged information at risk. Similarly, the use of mobile phones may place confidential or privileged information at risk. Text messages to us are strongly discouraged as it is much more difficult to file and preserve those communications. For unencrypted messages, email is preferred. By signing below, you consent to our use of these forms of communication.

Cooperation. You will assist and cooperate fully with us with respect to this engagement. In connection with this engagement, you will be available to discuss issues as they arise, comment on and approve draft documents we prepare, and attend and participate in meetings, preparation sessions, court proceedings, and other activities. You also agree to be truthful and to fully and accurately disclose to us all facts, documents, and electronically stored information that may be relevant to the matter or that we otherwise may request. You will timely provide any new information that you receive about the matter so that we can represent you effectively.

Advance Waiver of Conflicts of Interest. Unless we agree otherwise in writing, you agree that our Firm may represent other persons or entities whose interest are adverse to you or your affiliates in matters not substantially related to our engagement by you. The adversity may be in litigation, legislative or regulatory matters, or in transactions or otherwise, all regardless of type, importance or severity of the matter. We agree, however, that your prospective consent to adverse representation shall not apply in any instance where, as the result of our representation of you, we have obtained sensitive, proprietary or other confidential information of a nonpublic nature that, if known to any such other client of ours, could be used in a matter in which we are retained by our other client to your or your affiliates material disadvantage, unless we screen our lawyers and paralegals who have such information form any involvement in the adverse representation.

Conflicts with Affiliates. For purposes of our engagement, our client is only the entity or entities designated in our discussion, and not its affiliates (the stockholders, subsidiaries, directors, officers, or related companies of any entity, or the individual members of a trade association, or the partners of a partnership or joint venture). Accordingly, for conflict of interest purposes, we may represent another client with interests adverse to affiliates without obtaining your or their consent. Please inform us immediately if the designated client does business under any other name.

Attorney-Client Privilege. Generally, information we receive from you is subject to the attorney-client privilege. However, we may be under an independent ethical duty to reveal privileged information if (a) it involves the commission of illegal or fraudulent acts that are committed in the course of this engagement, (b) it involves the intent to commit a crime, or (c) we are required to

disclose the information by law or court order.

Privacy and File Storage. In the course of providing legal services to you, we may receive non-public personal information about you/your employees. All such information will be held in strict confidence and will not be disseminated to any person or entity outside this law firm without your consent, unless such disclosure is required under the applicable law.

We may store some or all of your files on a variety of platforms, including third-party cloud-based servers. Although we take every precaution to make sure these servers are encrypted and secure, there still is a risk that your confidential or privileged information may be disclosed. By signing below, you consent to our use of such storage services.

Client Documents. During the engagement, we will maintain all documents relevant to this representation. At the conclusion of this engagement, we will retain your documents for a period of 7 years unless you request that they be returned to you. If you have not requested possession of the file or any of its contents at the end of 7 years, the file will be destroyed in accordance with our record retention program.

Termination. You have the right to terminate this representation at any time, subject to our right to be compensated for our services and disbursements up to the date of termination. You may terminate our representation at any time by notifying us in writing.

We likewise reserve the right to withdraw from representation and to be paid for our services and disbursements up to the date of withdrawal. In particular, failure to pay promptly any of our invoices would be viewed as grounds for terminating this relationship and for seeking leave of court to withdraw if necessary. We are subject to the rules of professional responsibility for the jurisdiction in which we practice, which list types of conduct or circumstances that require or allow us to withdraw from representing a client. We may terminate our representation for any reason consistent with the applicable rules of professional responsibility.

Our attorney-client relationship will be considered terminated upon our completion of specific services that you have retained us to perform, or if open-ended services were agreed upon, when more than six months have elapsed from the last time your requested and we finished any billable services to you. If you later retain us to perform further or additional services, our attorney-client relationship will be revived, subject to these and any supplemental written terms of engagement. The fact that we may inform you from time to time of developments in the law which may be of interest to you, by newsletter or otherwise, should not be understood as a revival of any attorney-client relationship. Moreover, we have no obligation to inform you of such developments in the law unless we are engaged in writing to do so.

Our drafts and work product will belong to us. Termination of our services will not affect your responsibility for payment for legal services rendered and additional charges incurred before termination and in connection with an orderly transition of your matters.

Choice of Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois without giving effect to its conflict of law rules. All Parties agree that any dispute that may arise between them out of or in connection with this Agreement shall be adjudicated in the Circuit Court of Cook County, Illinois, or the Federal District Court for the Northern District of Illinois and those Courts shall be the exclusive forums for litigation concerning this Agreement or any aspect of our engagement.

Counterparts. This Agreement may be executed in one or more counterparts, and transmitted via facsimile or electronic means, each of which so executed shall be deemed an original, and all of which taken together shall constitute but one and the same instrument. It shall not be necessary for the same counterpart of this agreement to be executed by all of the parties hereto.

Attorneys' Fees. In the event of the bringing of any action or suit by a party hereto against another party hereunder by reason of any breach of any of the covenants, agreements or provisions on the part of the other party rising out of this Agreement, then in the event that Canna Law Offices, P.C. or its attorneys are the prevailing party as determined by a court of competent jurisdiction, then Canna Law Offices, P.C. or its attorneys shall be entitled to have and recover of and from the other party all costs and expenses of the action or suit, including actual attorneys' fees, accounting and engineering fees, and any other professional fees resulting therefrom.

Nature of Relationship. Our objective is to provide high quality legal services to our clients at a fair and reasonable cost. The attorney-client relationship is one of mutual trust and confidence. If you have any questions at all concerning the terms of this engagement, our ongoing handling of this legal matter, or about any issue relating to a monthly statement that is unclear or appears to be unsatisfactory, we invite your inquiries.

Entire Agreement. This Agreement and any other documents incorporated herein by reference, constitutes the sole and entire agreement between us with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. If the foregoing does not accurately state the terms of our engagement, please let us know immediately, and do not proceed to use our firm on this particular matter until we have agreed upon the terms of engagement and another letter is delivered to you confirming those terms.

Please review this letter carefully and let me know if you have any questions, comments, or concerns. If you agree to the terms of this letter, please sign and return it to my attention. You may retain the enclosed copy for your files.

Again, we appreciate the opportunity to represent you in this transaction. We ask that you acknowledge your agreement to the terms of this Engagement Letter by signing and returning this document to me. Please keep a signed copy for yourself as well. Needless to say, if you have any questions, please feel free to call.

Sincerely,

MICHAEL T. CANNA

MTC:jmm

CONSENT TO REPRESENTATION

I/We, the undersigned, having been fully advised in this matter, hereby consent to the law firm of Canna Law Offices, P.C. providing, and continuing to provide, legal services on our behalf as described above.

AGRE	ED:
McCor	nathy Public Library District
By:	
Its:	
Date:	



INTERGOVERNMENTAL AGREEMENT

PROVIDING FOR RISK MANAGEMENT AND AUTHORIZING MEMBERSHIP IN THE LIBRARY INSURANCE MANAGEMENT AND RISK CONTROL COMBINATION (LIMRICC)

AMENDED NOVEMBER 15, 2023

www.limricc.org

RESOLUTION PROVIDING FOR THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE LIBRARY INSURANCE MANAGEMENT AND RISK CONTROL COMBINATION ("LIMRICC")

BE IT RESOLVED by the Board of:	(hereinafter
referred to as the "Library") as follows:	

1. AUTHORITY: This Resolution is adopted pursuant to the Intergovernmental Cooperation clause of the Constitution of the State of Illinois, the Intergovernmental Cooperation Act, the Library Systems Act, and the Illinois Public Library District Act (or the Illinois Local Library Act where applicable).

2. FINDINGS:

attached hereto as Exhibit A.

A. The Library Insurance Management and Risk Control Combination (LIMRiCC) has heretofore been established by Intergovernmental Agreement among existing public libraries and library systems to provide the following programs:

1. The Unemployment Compensation Program (UCGA);
2. The Employee Benefits Insurance Program;
A copy of the Intergovernmental Agreement providing for these programs is

B. It is in the best interests of the Library to participate in such of the above programs as are indicated by a checkmark in the appropriate box.

3. AUTHORIZATION: That the President and Secretary of this Library are, therefore, authorized and directed to execute an Intergovernmental Agreement providing for risk management and authorizing Membership in LIMRiCC for the programs hereinabove indicated, the Intergovernmental Agreement to conform substantially

to the Intergovernmental Agreement attached hereto as Exhibit A and effective on
November 15, 2023.
Adopted thisday of, 20
pursuant to a roll call vote as follows:
AYES:
NAYS:
ABSENT:
Library Name
President or Authorized Signer - Signature
President or Authorized Signer – Print