

SWAN BOARD MEETING AGENDA

May 17, 2024 9:30 a.m.

**Blue Island Public Library
2433 York Street
Blue Island, IL 60406-2011**

1. Call to Order, Roll Call
2. Introduction of Visitors/Public Comment

Public comment is allowed at SWAN meetings

3. Action Item – Acceptance of the May 17, 2024 SWAN Board Meeting Agenda

RESOLVED, THAT THE SWAN BOARD ACCEPTS THE MAY 17, 2024 SWAN BOARD MEETING AGENDA AS PRESENTED

4. Action Item – Approval of SWAN Financials, April 2024 (Exhibit pgs. 3-17)
 - a. Balance sheet and detail of expenditures for April 2024
 - b. Approval of the payment of bills for April 1, 2024, through April 30, 2024 in the amount of \$134,557.00

RESOLVED, THAT THE SWAN BOARD APPROVES THE PAYMENT OF BILLS FOR APRIL 1 THROUGH APRIL 30, 2024 AND ACCEPTS THE BALANCE SHEET AND DETAIL OF EXPENDITURES FOR APRIL 2024

5. Action Item – Acceptance of the April 19, 2024, SWAN Board Meeting Minutes (Exhibit pgs 18-20)

RESOLVED, THAT THE SWAN BOARD ACCEPTS THE APRIL 19, 2024 SWAN BOARD MEETING MINUTES AS PRESENTED

6. Action Item – Acceptance of the April 19, 2024, SWAN Environmental Scan Task Force Meeting Minutes (Exhibit page 21)

RESOLVED, THAT THE SWAN BOARD ACCEPTS THE APRIL 19, 2024 SWAN BOARD ENVIRONMENTAL SCAN TASK FORCE MINUTES AS PRESENTED

7. Reports
 - a. Board President Report
 - b. Executive Director Report (Exhibit pgs. 22-30)
 - c. Operations Report (Exhibit pgs. 31-46)
 - d. Treasurer Report
 - e. Board Calendar (Exhibit pgs. 47-48)

8. Approval Item— Approve commercial office lease with KMMRD ENTERPRISES, LLC (Exhibit pgs. 49-79)

9. Discussion Item – SWAN Board evaluation results (Exhibit pgs. 80-87)

10. Discussion Item – Website accessibility challenges for public libraries & SWAN’s role (Exhibit pgs. 88-106)

11. Discussion Item—Next steps for MessageBee & Autorenewals (Exhibit pgs. 107-111)

12. Discussion Item – Review SWAN Quarterly agenda draft (Exhibit page 112)

13. Information Item – Procedures for Executive Director evaluation

14. Adjournment

The next SWAN Board meeting will be held on June 21, 2024 at Midlothian Public Library at 9:30 a.m.

*All agenda items may be acted upon by the SWAN Board

SWAN Board Member	Library	Office	Term Expires
Dorothy Koll	Acorn Public Library District	Vice-president	July 1, 2024
Tim Jarzemsky	Bloomindale Public Library	Treasurer	July 1, 2024
Anna Wassenaar	Blue Island Public Library		July 1, 2025
Colleen Waltman	Homewood Public Library		July 1, 2025
Jesse Blazek	Palos Heights Public Library	Secretary	July 1, 2025
Samantha Johnson	Roselle Public Library		July 1, 2026
Jennifer Cottrill	Midlothian Public Library	President	July 1, 2026

SWAN Library Services
Balance Sheet
As of April 30, 2024

	<u>Balance End of Month</u>
ASSETS	
Cash and Cash Equivalents	
Hinsdale Bank - Operating - 2176	914,741.76
Hinsdale Bank - MM - 5010	1,525,797.51
IMET Funds	350,336.62
Propay Funds	<u>42.86</u>
Total Cash and Cash Equivalents	<u>\$ 2,790,918.75</u>
Current Assets	
Accounts Receivable	652,393.58
REINT Receivable	-
Other Receivables	-
Deposits	23,467.08
Prepaid Expenses	<u>14,750.00</u>
Total Current Assets	<u>\$ 690,610.66</u>
Capital Assets, net	
Building and Improvements	6,895.00
Equipment	36,500.50
Computers	324,383.36
Accumulated Depreciation	<u>(351,227.75)</u>
Total Capital Assets, net	<u>\$ 16,551.11</u>
Other Assets	
Intangible Right to Use Asset - Office Space	234,201.57
Accumulated Amortization - Right to Use Asset	(137,093.52)
Subscription Asset	1,933,499.27
Accumulated Amortization - Subscription Asset	<u>(669,010.40)</u>
Total Other Assets	<u>\$ 1,361,596.92</u>
 Total Assets	 <u>\$ 4,859,677.44</u>
LIABILITIES	
Current Liabilities	
Library Consortia Special Interest Group Funds	5,786.46
Accrued Payroll	48,244.58
Compensated Absences	<u>109,749.24</u>
Total Current Liabilities	<u>\$ 163,780.28</u>
Long Term Liabilities	
Lease Liability - Right to Use Asset	118,237.78
Subscription Liability	672,046.25
Accrued Interest Liability - SBITA	<u>261.27</u>
Total Long Term Liabilities	<u>\$ 790,545.30</u>
 Total Liabilities	 <u>\$ 954,325.58</u>
FUND BALANCE	
Beginning Net Assets	
Unrestricted	2,707,185.61
Total Beginning Net Assets	<u>\$ 2,707,185.61</u>
Current YTD Net Income	<u>\$ 1,198,166.25</u>
 Total Fund Balance	 <u>\$ 3,905,351.86</u>
 Total Liabilities and Fund Balances	 <u>\$ 4,859,677.44</u>

Statement of Revenue and Expenses Summary
For the 10 Months Ended April 30, 2024

	<u>Month-to-Date Actual</u>	<u>Year-to-Date Actual</u>	<u>Annual Budget</u>	<u>Remaining Budget</u>	<u>% Collected Expended</u>
Revenue					
4000 - Membership Fees	\$775,956.41	\$3,087,869.90	\$3,071,672.00	\$ (16,197.90)	100.53%
4100 - Membership Reimbursements	20,111.60	486,741.93	443,223.00	(43,518.93)	109.82%
4200 - Reimbursement for Losses	13,046.55	79,503.32	108,680.00	29,176.68	73.15%
4300 - Grant Revenue	124,759.50	515,542.00	515,012.00	(530.00)	100.10%
4400 - Registration & Event Receipts	-	6,260.00	3,400.00	(2,860.00)	184.12%
4500 - Investment & Interest	7,105.08	67,718.85	20,800.00	(46,918.85)	325.57%
4600 - Reserve Fund Transfer	-	17,592.00	73,800.00	56,208.00	23.84%
Total Revenue	<u>940,979.14</u>	<u>4,261,228.00</u>	<u>4,236,587.00</u>	<u>(24,641.00)</u>	<u>100.58%</u>
Expenses					
5000 - Salaries & Wages	113,305.78	1,223,244.34	1,546,800.00	323,555.66	79.08%
5020 - Personnel Benefits	34,404.36	359,153.72	457,700.00	98,546.28	78.47%
5100 - Building & Grounds	11,792.53	120,749.07	129,510.00	8,760.93	93.24%
5200 - Professional Development	3,096.93	9,725.80	16,700.00	6,974.20	58.24%
5300 - Membership Development	2,237.23	6,984.10	7,370.00	385.90	94.76%
5400 - Information & Technology Services	72,763.43	651,481.98	1,244,090.00	592,608.02	52.37%
5500 - General Office	-	4,031.71	2,700.00	(1,331.71)	149.32%
5600 - Hardware & Equipment	-	21,438.64	6,300.00	(15,138.64)	340.30%
5700 - Insurance	-	11,218.00	11,500.00	282.00	97.55%
5800 - Contractual Services	8,453.67	118,508.94	216,984.00	98,475.06	54.62%
5900 - Library Materials & Content	16,641.30	533,568.00	565,251.00	31,683.00	94.39%
6000 - Interest & Fees	121.39	2,957.45	4,050.00	1,092.55	73.02%
Total Expenses	<u>262,816.62</u>	<u>3,063,061.75</u>	<u>4,211,277.00</u>	<u>1,148,215.25</u>	<u>72.73%</u>
Excess Revenues less Expenses	<u>\$ 678,162.52</u>	<u>\$ 1,198,166.25</u>	<u>\$ 25,310.00</u>	<u>\$ (1,172,856.25)</u>	

Statement of Revenue and Expenses For the 10 Months Ended April 30, 2024

	Month-to-Date Actual	Year-to-Date Actual	Annual Budget	Remaining Budget	% Collected Expended
Revenue					
4010 - SWAN Full Membership Fees	\$ 775,956.41	\$ 3,084,230.90	\$ 3,067,972.00	\$ (16,258.90)	100.53%
4011 - SWAN Internet Access Membership Fees	0.00	3,639.00	3,700.00	61.00	98.35%
4190 - Member Group Purchase Receipts	20,111.60	486,741.93	443,223.00	(43,518.93)	109.82%
4220 - Reimbursement Losses for Resource Sharing	9,245.93	41,833.71	63,000.00	21,166.29	66.40%
4240 - E-Commerce Transactions	3,800.62	37,669.61	45,680.00	8,010.39	82.46%
4310 - RAILS Support to SWAN	124,759.50	499,038.00	498,388.00	(650.00)	100.13%
4320 - Other Grant Revenue	0.00	16,504.00	16,624.00	120.00	99.28%
4499 - Annual Conference Receipts	0.00	6,260.00	3,400.00	(2,860.00)	184.12%
4510 - Interest Income	7,105.08	67,718.85	20,800.00	(46,918.85)	325.57%
4600 - Reserve Fund Transfer	0.00	17,592.00	73,800.00	56,208.00	23.84%
Total Revenue	940,979.14	4,261,228.00	4,236,587.00	(24,641.00)	100.58%
Expenses					
5000 - Salaries & Wages	113,305.78	1,223,244.34	1,546,800.00	323,555.66	79.08%
5021 - FICA Expense	8,343.40	90,569.81	118,400.00	27,830.19	76.49%
5023 - Worker's Compensation	0.00	4,908.00	4,500.00	(408.00)	109.07%
5024 - Retirement Benefits	10,689.68	115,657.84	140,900.00	25,242.16	82.09%
5025 - Health, Dental, Life And Disability Insurance	15,371.28	147,893.16	192,400.00	44,506.84	76.87%
5026 - Tuition Reimbursements	0.00	0.00	1,100.00	1,100.00	0.00%
5085 - Staff Wellness	0.00	124.91	400.00	275.09	31.23%
5110 - Rent/Lease	10,187.75	111,085.72	117,300.00	6,214.28	94.70%
5120 - Utilities	503.93	4,927.48	6,700.00	1,772.52	73.54%
5130 - Property Insurance	0.00	642.00	650.00	8.00	98.77%
5140 - Repairs & Maintenance	775.85	1,464.75	860.00	(604.75)	170.32%
5150 - Custodial Service & Supplies	325.00	2,629.12	4,000.00	1,370.88	65.73%
5210 - Conference Travel	515.96	3,811.87	6,000.00	2,188.13	63.53%
5220 - Staff Meetings	0.00	0.00	900.00	900.00	0.00%
5230 - Staff Professional Development	2,580.97	4,602.73	4,000.00	(602.73)	115.07%
5240 - Professional Association Membership Dues	0.00	1,169.00	2,500.00	1,331.00	46.76%
5250 - Educational Material	0.00	0.00	800.00	800.00	0.00%
5260 - Online Learning	0.00	142.20	2,500.00	2,357.80	5.69%
5310 - Travel Reimbursement	343.98	873.10	800.00	(73.10)	109.14%
5320 - Membership Meetings	0.00	76.00	0.00	(76.00)	0.00%
5330 - Library Professional Development	1,893.25	6,035.00	6,570.00	535.00	91.86%
5410 - Infrastructure Licensing	0.00	234.96	0.00	(234.96)	0.00%
5420 - Application Software Licensing	54.00	15,653.21	18,000.00	2,346.79	86.96%
5430 - Server Software Licensing	70,020.55	150,526.40	79,890.00	(70,636.40)	188.42%
5440 - Library Services Platform	0.00	408,607.69	1,016,300.00	607,692.31	40.21%
5450 - Data Management Services	297.66	28,502.07	33,000.00	4,497.93	86.37%
5460 - Information Subscription Service	39.99	19,971.44	75,000.00	55,028.56	26.63%
5470 - Subscription Support Services	289.00	5,012.11	6,800.00	1,787.89	73.71%
5480 - Telecommunications	1,102.23	10,986.70	14,500.00	3,513.30	75.77%
5490 - Group Purchases - Services	960.00	11,987.40	600.00	(11,387.40)	1997.90%
5510 - Office Supplies	0.00	3,249.24	2,200.00	(1,049.24)	147.69%
5520 - Postage	0.00	588.49	500.00	(88.49)	117.70%
5599 - Annual Conference Supplies	0.00	193.98	0.00	(193.98)	0.00%
5610 - Equipment Rental/Maintenance	0.00	955.70	1,000.00	44.30	95.57%
5620 - Hardware	0.00	0.00	4,200.00	4,200.00	0.00%
5690 - Group Purchases - Hardware	0.00	20,482.94	1,100.00	(19,382.94)	1862.09%
5700 - Insurance	0.00	11,218.00	11,500.00	282.00	97.55%
5810 - Legal	0.00	215.00	1,500.00	1,285.00	14.33%
5820 - Accounting	1,055.00	9,495.00	19,160.00	9,665.00	49.56%

**Statement of Revenue and Expenses
For the 10 Months Ended April 30, 2024**

	<u>Month-to-Date Actual</u>	<u>Year-to-Date Actual</u>	<u>Annual Budget</u>	<u>Remaining Budget</u>	<u>% Collected Expended</u>
5830 - Consulting	0.00	3,175.00	75,000.00	71,825.00	4.23%
5840 - Payroll Service Fees	339.54	3,877.73	3,600.00	(277.73)	107.71%
5850 - Contractual Agreements	0.00	21,624.00	16,624.00	(5,000.00)	130.08%
5860 - Notification & Collection	7,059.13	71,266.21	92,200.00	20,933.79	77.30%
5899 - Annual Conference Facility Contract	0.00	8,856.00	8,900.00	44.00	99.51%
5910 - Print Materials	0.00	0.00	5,300.00	5,300.00	0.00%
5920 - Reimburse for Resource Sharing	13,177.28	41,684.50	63,000.00	21,315.50	66.17%
5940 - E-Commerce Payment Transactions	3,464.02	36,594.12	45,680.00	9,085.88	80.11%
5990 - Group Purchases - Content	0.00	455,289.38	451,271.00	(4,018.38)	100.89%
6010 - Bank Fees	81.44	2,086.10	3,700.00	1,613.90	56.38%
6020 - Merchant Account Fees	39.95	871.35	50.00	(821.35)	1742.70%
6099 - Annual Conference Merchant Fees	0.00	0.00	300.00	300.00	0.00%
6110 - Depreciation	0.00	0.00	2,322.00	2,322.00	0.00%
Total Expenses	<u>262,816.62</u>	<u>3,063,061.75</u>	<u>4,211,277.00</u>	<u>1,148,215.25</u>	<u>72.73%</u>
 Excess Revenues less Expenses	 <u>\$ 678,162.52</u>	 <u>\$ 1,198,166.25</u>	 <u>\$ 25,310.00</u>	 <u>\$ (1,172,856.25)</u>	

SWAN Library Services
Check Register
All Bank Accounts
April 2024

Payee/Account #	Account Description	Description	Amount	Check Number	Check Date	Check Amount
Vendor Checks						
Addison Public Library 5920	Reimburse for Resource Sharing	Addison Public Library	236.32	10466	04/11/24	<u>236.32</u>
Batavia Public Library 5920	Reimburse for Resource Sharing	Batavia Public Library	352.79	10467	04/11/24	<u>352.79</u>
Bedford Park Public Library District 5920	Reimburse for Resource Sharing	Bedford Park Public Library District	47.00	10468	04/11/24	<u>47.00</u>
Beecher Community Library District 5920	Reimburse for Resource Sharing	Beecher Community Library District	40.00	10469	04/11/24	<u>40.00</u>
Bensenville EL School District # 2 5920	Reimburse for Resource Sharing	Bensenville EL School District # 2	68.02	10470	04/11/24	<u>68.02</u>
Berkeley Public Library 5920	Reimburse for Resource Sharing	Berkeley Public Library	98.00	10471	04/11/24	<u>98.00</u>
Berwyn Public Library 5920	Reimburse for Resource Sharing	Berwyn Public Library	354.70	10472	04/11/24	<u>354.70</u>
Bloomingtondale Public Library 5920	Reimburse for Resource Sharing	Bloomingtondale Public Library	301.42	10473	04/11/24	<u>301.42</u>
Bridgeview Public Library 5920	Reimburse for Resource Sharing	Bridgeview Public Library	215.06	10474	04/11/24	<u>215.06</u>
Calumet Park Public Library 5920	Reimburse for Resource Sharing	Calumet Park Public Library	15.00	10475	04/11/24	<u>15.00</u>
Chicago Heights Public Library 5920	Reimburse for Resource Sharing	Chicago Heights Public Library	62.20	10476	04/11/24	<u>62.20</u>
Chicago Ridge Public Library 5920	Reimburse for Resource Sharing	Chicago Ridge Public Library	241.85	10477	04/11/24	<u>241.85</u>

SWAN Library Services
Check Register
All Bank Accounts
April 2024

Payee/Account #	Account Description	Description	Amount	Check Number	Check Date	Check Amount
Cicero Public Library 5920	Reimburse for Resource Sharing	Cicero Public Library	213.08	10478	04/11/24	<u>213.08</u>
Clarendon Hills Public Library 5920	Reimburse for Resource Sharing	Clarendon Hills Public Library	67.25	10479	04/11/24	<u>67.25</u>
Crestwood Public Library District 5920	Reimburse for Resource Sharing	Crestwood Public Library District	43.05	10480	04/11/24	<u>43.05</u>
Crete Public Library District 5920	Reimburse for Resource Sharing	Crete Public Library District	66.50	10481	04/11/24	<u>66.50</u>
Dolton Public Library District 5920	Reimburse for Resource Sharing	Dolton Public Library District	5.01	10482	04/11/24	<u>5.01</u>
Downers Grove Public Library 5920	Reimburse for Resource Sharing	Downers Grove Public Library	764.96	10483	04/11/24	<u>764.96</u>
Eisenhower Public Library District 5920	Reimburse for Resource Sharing	Eisenhower Public Library District	1,009.98	10484	04/11/24	<u>1,009.98</u>
Evergreen Park Public Library 5920	Reimburse for Resource Sharing	Evergreen Park Public Library	64.74	10485	04/11/24	<u>64.74</u>
Flossmoor Public Library 5920	Reimburse for Resource Sharing	Flossmoor Public Library	311.08	10486	04/11/24	<u>311.08</u>
Frankfort Public Library District 5920	Reimburse for Resource Sharing	Frankfort Public Library District	130.80	10487	04/11/24	<u>130.80</u>
Franklin Park Public Library District 5920	Reimburse for Resource Sharing	Franklin Park Public Library District	158.34	10488	04/11/24	<u>158.34</u>
Glenside Public Library 5920	Reimburse for Resource Sharing	Glenside Public Library	156.32	10489	04/11/24	<u>156.32</u>

SWAN Library Services
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All Bank Accounts
April 2024

Payee/Account #	Account Description	Description	Amount	Check Number	Check Date	Check Amount
Green Hills Public Library District 5920	Reimburse for Resource Sharing	Green Hills Public Library District	276.02	10490	04/11/24	<u>276.02</u>
Hinsdale Public Library 5920	Reimburse for Resource Sharing	Hinsdale Public Library	112.64	10491	04/11/24	<u>112.64</u>
Hodgkins Public Library District 5920	Reimburse for Resource Sharing	Hodgkins Public Library District	72.00	10492	04/11/24	<u>72.00</u>
Homewood Public Library District 5920	Reimburse for Resource Sharing	Homewood Public Library District	126.37	10493	04/11/24	<u>126.37</u>
Itasca Community Library 5920	Reimburse for Resource Sharing	Itasca Community Library	120.85	10494	04/11/24	<u>120.85</u>
La Grange Public Library 5920	Reimburse for Resource Sharing	La Grange Public Library	342.88	10495	04/11/24	<u>342.88</u>
Lansing Public Library 5920	Reimburse for Resource Sharing	Lansing Public Library	424.69	10496	04/11/24	<u>424.69</u>
Markham Public Library 5920	Reimburse for Resource Sharing	Markham Public Library	141.10	10497	04/11/24	<u>141.10</u>
Matteson Public Library 5920	Reimburse for Resource Sharing	Matteson Public Library	121.21	10498	04/11/24	<u>121.21</u>
Melrose Park Public Library 5920	Reimburse for Resource Sharing	Melrose Park Public Library	65.09	10499	04/11/24	<u>65.09</u>
Messenger Public Library of North Aurora 5920	Reimburse for Resource Sharing	Messenger Public Library of North Aurora	101.25	10500	04/11/24	<u>101.25</u>
Oak Brook Public Library 5920	Reimburse for Resource Sharing	Oak Brook Public Library	38.43	10501	04/11/24	<u>38.43</u>

SWAN Library Services
Check Register
All Bank Accounts
April 2024

Payee/Account #	Account Description	Description	Amount	Check Number	Check Date	Check Amount
Oak Lawn Public Library 5920	Reimburse for Resource Sharing	Oak Lawn Public Library	559.83	10502	04/11/24	<u>559.83</u>
Oak Park Public Library 5920	Reimburse for Resource Sharing	Oak Park Public Library	1,678.19	10503	04/11/24	<u>1,678.19</u>
Prairie State College 5920	Reimburse for Resource Sharing	Prairie State College	140.00	10504	04/11/24	<u>140.00</u>
Richton Park Public Library District 5920	Reimburse for Resource Sharing	Richton Park Public Library District	123.01	10505	04/11/24	<u>123.01</u>
River Grove Public Library District 5920	Reimburse for Resource Sharing	River Grove Public Library District	70.24	10506	04/11/24	<u>70.24</u>
Riverdale Public Library District 5920	Reimburse for Resource Sharing	Riverdale Public Library District	23.00	10507	04/11/24	<u>23.00</u>
Roselle Public Library 5920	Reimburse for Resource Sharing	Roselle Public Library	457.19	10508	04/11/24	<u>457.19</u>
Schiller Park Public Library 5920	Reimburse for Resource Sharing	Schiller Park Public Library	72.00	10509	04/11/24	<u>72.00</u>
Sugar Grove Public Library District 5920	Reimburse for Resource Sharing	Sugar Grove Public Library District	107.23	10510	04/11/24	<u>107.23</u>
The Theosophical Society in America 5920	Reimburse for Resource Sharing	The Theosophical Society in America	104.95	10511	04/11/24	<u>104.95</u>
Thomas Ford Memorial Library 5920	Reimburse for Resource Sharing	Thomas Ford Memorial Library	154.91	10512	04/11/24	<u>154.91</u>
Tinley Park Public Library 5920	Reimburse for Resource Sharing	Tinley Park Public Library	378.32	10513	04/11/24	<u>378.32</u>

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April 2024

Payee/Account #	Account Description	Description	Amount	Check Number	Check Date	Check Amount
Town & Country Public Library District 5920	Reimburse for Resource Sharing	Town & Country Public Library District	78.85	10514	04/11/24	<u>78.85</u>
Villa Park Public Library 5920	Reimburse for Resource Sharing	Villa Park Public Library	117.01	10515	04/11/24	<u>117.01</u>
Warrenville Public Library District 5920	Reimburse for Resource Sharing	Warrenville Public Library District	202.03	10516	04/11/24	<u>202.03</u>
Westchester Public Library 5920	Reimburse for Resource Sharing	Westchester Public Library	182.90	10517	04/11/24	<u>182.90</u>
Wood Dale Public Library District 5920	Reimburse for Resource Sharing	Wood Dale Public Library District	235.88	10518	04/11/24	<u>235.88</u>
Worth Public Library District 5920	Reimburse for Resource Sharing	Worth Public Library District	50.01	10519	04/11/24	<u>50.01</u>
Acorn Public Library 5940	E-Commerce Payment Transactions	Acorn Public Library	107.83	10520	04/16/24	<u>107.83</u>
Addison Public Library 5940	E-Commerce Payment Transactions	Addison Public Library	36.81	10521	04/16/24	<u>36.81</u>
Batavia Public Library 5940	E-Commerce Payment Transactions	Batavia Public Library	150.80	10522	04/16/24	<u>150.80</u>
Bensenville Community Public Library District 5940	E-Commerce Payment Transactions	Bensenville Community Public Library District	21.82	10523	04/16/24	<u>21.82</u>
Berwyn Public Library 5940	E-Commerce Payment Transactions	Berwyn Public Library	90.49	10524	04/16/24	<u>90.49</u>
Bloomington Public Library 5940	E-Commerce Payment Transactions	Bloomington Public Library	10.31	10525	04/16/24	<u>10.31</u>

SWAN Library Services
Check Register
All Bank Accounts
April 2024

Payee/Account #	Account Description	Description	Amount	Check Number	Check Date	Check Amount
Blue Island Public Library 5940	E-Commerce Payment Transactions	Blue Island Public Library	24.52	10526	04/16/24	<u>24.52</u>
Broadview Public Library District 5940	E-Commerce Payment Transactions	Broadview Public Library District	22.79	10527	04/16/24	<u>22.79</u>
Carol Stream Public Library 5940	E-Commerce Payment Transactions	Carol Stream Public Library	69.16	10528	04/16/24	<u>69.16</u>
Chicago Heights Public Library 5940	E-Commerce Payment Transactions	Chicago Heights Public Library	5.04	10529	04/16/24	<u>5.04</u>
Chicago Ridge Public Library 5940	E-Commerce Payment Transactions	Chicago Ridge Public Library	19.88	10530	04/16/24	<u>19.88</u>
Cicero Public Library 5940	E-Commerce Payment Transactions	Cicero Public Library	20.85	10531	04/16/24	<u>20.85</u>
Clarendon Hills Public Library 5940	E-Commerce Payment Transactions	Clarendon Hills Public Library	11.31	10532	04/16/24	<u>11.31</u>
Crestwood Public Library District 5940	E-Commerce Payment Transactions	Crestwood Public Library District	6.29	10533	04/16/24	<u>6.29</u>
Crete Public Library District 5940	E-Commerce Payment Transactions	Crete Public Library District	27.37	10534	04/16/24	<u>27.37</u>
Elmwood Park Public Library 5940	E-Commerce Payment Transactions	Elmwood Park Public Library	47.76	10535	04/16/24	<u>47.76</u>
Flossmoor Public Library 5940	E-Commerce Payment Transactions	Flossmoor Public Library	108.59	10536	04/16/24	<u>108.59</u>
Forest Park Public Library 5940	E-Commerce Payment Transactions	Forest Park Public Library	51.13	10537	04/16/24	<u>51.13</u>
Franklin Park Public Library District				10538	04/16/24	<u>39.93</u>

SWAN Library Services
Check Register
All Bank Accounts
April 2024

Payee/Account #	Account Description	Description	Amount	Check Number	Check Date	Check Amount
5940	E-Commerce Payment Transactions	Franklin Park Public Library District	39.93			
Geneva Public Library District				10539	04/16/24	<u>209.11</u>
5940	E-Commerce Payment Transactions	Geneva Public Library District	209.11			
Glen Ellyn Public Library				10540	04/16/24	<u>39.13</u>
5940	E-Commerce Payment Transactions	Glen Ellyn Public Library	39.13			
Glenside Public Library				10541	04/16/24	<u>92.70</u>
5940	E-Commerce Payment Transactions	Glenside Public Library	92.70			
Grande Prairie Public Library				10542	04/16/24	<u>39.17</u>
5940	E-Commerce Payment Transactions	Grande Prairie Public Library	39.17			
Green Hills Public Library District				10543	04/16/24	<u>9.41</u>
5940	E-Commerce Payment Transactions	Green Hills Public Library District	9.41			
Hinsdale Public Library				10544	04/16/24	<u>49.78</u>
5940	E-Commerce Payment Transactions	Hinsdale Public Library	49.78			
Lansing Public Library				10545	04/16/24	<u>6.08</u>
5940	E-Commerce Payment Transactions	Lansing Public Library	6.08			
Linda Sokol Francis Brookfield Library				10546	04/16/24	<u>76.01</u>
5940	E-Commerce Payment Transactions	Linda Sokol Francis Brookfield Library	76.01			
Lyons Public Library				10547	04/16/24	<u>7.66</u>
5940	E-Commerce Payment Transactions	Lyons Public Library	7.66			
McCook Public Library District				10548	04/16/24	<u>6.99</u>
5940	E-Commerce Payment Transactions	McCook Public Library District	6.99			
Messenger Public Library of North Aurora				10549	04/16/24	<u>13.11</u>
5940	E-Commerce Payment Transactions	Messenger Public Library of North Aurora	13.11			
Nancy L. McConathy Public Library District				10550	04/16/24	<u>11.88</u>

SWAN Library Services
Check Register
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Payee/Account #	Account Description	Description	Amount	Check Number	Check Date	Check Amount
5940	E-Commerce Payment Transactions	Nancy L. McConathy Public Library District	11.88			
Oak Brook Public Library				10551	04/16/24	<u>119.79</u>
5940	E-Commerce Payment Transactions	Oak Brook Public Library	119.79			
Oak Lawn Public Library				10552	04/16/24	<u>77.44</u>
5940	E-Commerce Payment Transactions	Oak Lawn Public Library	77.44			
Oak Park Public Library				10553	04/16/24	<u>688.86</u>
5940	E-Commerce Payment Transactions	Oak Park Public Library	688.86			
Park Forest Public Library				10554	04/16/24	<u>107.74</u>
5940	E-Commerce Payment Transactions	Park Forest Public Library	107.74			
River Forest Public Library				10555	04/16/24	<u>49.15</u>
5940	E-Commerce Payment Transactions	River Forest Public Library	49.15			
Roselle Public Library				10556	04/16/24	<u>7.50</u>
5940	E-Commerce Payment Transactions	Roselle Public Library	7.50			
St. Charles Public Library District				10557	04/16/24	<u>460.68</u>
5940	E-Commerce Payment Transactions	St. Charles Public Library District	460.68			
Sugar Grove Public Library District				10558	04/16/24	<u>256.01</u>
5940	E-Commerce Payment Transactions	Sugar Grove Public Library District	256.01			
Villa Park Public Library				10559	04/16/24	<u>37.05</u>
5940	E-Commerce Payment Transactions	Villa Park Public Library	37.05			
Westmont Public Library				10560	04/16/24	<u>108.73</u>
5940	E-Commerce Payment Transactions	Westmont Public Library	108.73			
Woodridge Public Library				10561	04/16/24	<u>36.85</u>
5940	E-Commerce Payment Transactions	Woodridge Public Library	36.85			
Worth Public Library District				10562	04/16/24	<u>80.51</u>

SWAN Library Services
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Payee/Account #	Account Description	Description	Amount	Check Number	Check Date	Check Amount
5940	E-Commerce Payment Transactions	Worth Public Library District	80.51			
Chicago Heights Public Library				10563	04/18/24	<u>1,475.43</u>
5920	Reimburse for Resource Sharing	Chicago Heights Public Library July 2022-December 2022	1,475.43			
Chicago Heights Public Library				10563	04/18/24	<u>(1,475.43)</u>
5920	Reimburse for Resource Sharing	To VOID check 10563	-1,475.43			
Comcast				10564	04/18/24	<u>764.95</u>
5480	Telecommunications	Comcast - Apr 01, 2024 to Apr 30, 2024	764.95			
Cynthia Romanowski				10565	04/18/24	<u>952.96</u>
5210	Conference Travel	Cynthia Romanowski - airfare - ALA conference	515.96			
5230	Staff Professional Development	Cynthia Romanowski - ALA conference registration	437.00			
Lauterbach & Amen, LLP				10566	04/18/24	<u>1,055.00</u>
5820	Accounting	Lauterbach & Amen, LLP - March	1,055.00			
Marcive, Inc.				10567	04/18/24	<u>297.66</u>
5450	Data Management Services	Marcive, Inc. - March	297.66			
Nicor Gas				10568	04/18/24	<u>169.10</u>
5120	Utilities	Nicor Gas - 03/14/24 - 04/12/24	169.10			
Reliance Standard Life Insurance Co.				10569	04/18/24	<u>952.69</u>
5025	Health, Dental, Life And Disability Insurance	Reliance Standard Life Insurance Co.	952.69			
Scott Brandwein				10570	04/18/24	<u>298.30</u>
5230	Staff Professional Development	Scott Brandwein - SWAN retreat breakfast	43.97			
5310	Travel Reimbursement	Scott Brandwein - mileage - board mtgs.	254.33			
Unique Integrated Communications, Inc.				10571	04/18/24	<u>7,059.13</u>
5860	Notification & Collection	Unique Integrated Communications, Inc. - Notices	303.63			

SWAN Library Services
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Payee/Account #	Account Description	Description	Amount	Check Number	Check Date	Check Amount
5860	Notification & Collection	Unique Integrated Communications, Inc. - Curbside - April	40.00			
5860	Notification & Collection	Unique Integrated Communications, Inc. - MessageBee March	6,715.50			
Virginia Blake				10572	04/18/24	<u>89.65</u>
5310	Travel Reimbursement	Virginia Blake - mileage to/from board mtgs.	89.65			
Wellness Insurance Network-WIN				10573	04/18/24	<u>167.68</u>
5025	Health, Dental, Life And Disability Insurance	Wellness Insurance Network-WIN - April	167.68			
Chicago Public Library				10574	04/18/24	<u>1,475.73</u>
5920	Reimburse for Resource Sharing	Chicago Public Library July-Dec 2022	1,475.73			
First Bankcard				51082	04/30/24	<u>8,650.62</u>
5140	Repairs & Maintenance	First Bankcard - Imperial Surveillance	185.85			
5420	Application Software Licensing	First Bankcard - mailchimp	54.00			
5430	Server Software Licensing	First Bankcard - DNS made easy	101.99			
5430	Server Software Licensing	First Bankcard - microsoft azure	5,608.51			
5430	Server Software Licensing	First Bankcard - microsoft	100.80			
5460	Information Subscription Service	First Bankcard - noun project	39.99			
5470	Subscription Support Services	First Bankcard - sendgrid	289.00			
5480	Telecommunications	First Bankcard - grasshopper	49.28			
5480	Telecommunications	First Bankcard - microsoft calling plan	288.00			
6020	Merchant Account Fees	First Bankcard - propay	39.95			
5330	Library Professional Development	First Bankcard - ICS learning group	442.75			
5330	Library Professional Development	First Bankcard - ICS learning group	180.00			
5330	Library Professional Development	First Bankcard - ICS learning group	385.00			
5330	Library Professional Development	First Bankcard - ICS learning group	442.75			
5330	Library Professional Development	First Bankcard - ICS learning group	442.75			
ComEd				51083	04/03/24	<u>334.83</u>
5120	Utilities	ComEd - 2/23/24-3/22/24	334.83			

SWAN Library Services
Check Register
All Bank Accounts
April 2024

Payee/Account #	Account Description	Description	Amount	Check Number	Check Date	Check Amount
HiQuest				51084	04/03/24	<u>64,209.25</u>
5430	Server Software Licensing	HiQuest - PING	33,075.00			
5430	Server Software Licensing	HiQuest - PING	31,134.25			
SirsiDynix, Inc.				51085	04/30/24	<u>960.00</u>
5490	Group Purchases - Services	SirsiDynix, Inc. Oak Lawn	960.00			
HR Source				51086	04/30/24	<u>2,100.00</u>
5230	Staff Professional Development	HR Source - Mgt. Team Coaching Sessions	2,100.00			
Quail Ridge Drive Investors, LLC				51087	04/30/24	<u>10,777.75</u>
5110	Rent/Lease	Quail Ridge Drive Investors, LLC - May	10,187.75			
5140	Repairs & Maintenance	Quail Ridge Drive Investors, LLC - electrical repair	590.00			
LIMRICC				51088	04/30/24	<u>18,751.13</u>
5025	Health, Dental, Life And Disability Insurance	LIMRICC	18,751.13			
T.A. Systems Inc.				51089	04/30/24	<u>325.00</u>
5150	Custodial Service & Supplies	T.A. Systems Inc. - April	325.00			
Check List Total						<u><u>134,557.00</u></u>

SWAN BOARD MEETING MINUTES

April 19, 2024, 9:30 a.m.
Bloomington Public Library
101 Fairfield Way
Bloomington, IL 60108

1. Call to Order, Roll Call

President Cottrill called the meeting to order at 9:33 a.m. The following Board members were present to establish a quorum.

- a. Jesse Blazek
- b. Jennifer Cottrill
- c. Sam Johnson
- d. Dorothy Koll
- e. Anna Wassenaar – arrived at 9:43 a.m.

2. Introduction of Visitors/Public Comment

Aaron Skog, SWAN Executive Director
Ginny Blake, SWAN Business Manager
Scott Brandwein, SWAN Assistant Director

There was no public comment.

3. Action Item

Acceptance of the April 19, 2024, SWAN Board Meeting Agenda

Blazek moved, seconded by Koll that it be

RESOLVED, THAT THE SWAN BOARD ACCEPTS THE APRIL 19, 2024, SWAN BOARD MEETING AGENDA AS PRESENTED

Motion carried by unanimous voice vote.

4. Action Item

Acceptance of the SWAN Financials, March 2024

Johnson moved, seconded by Koll that it be

RESOLVED, THAT THE SWAN BOARD APPROVES THE PAYMENT OF BILLS FOR MARCH 1, 2024, THROUGH MARCH 31, 2024, AND ACCEPTS THE BALANCE SHEET AND DETAILS OF EXPENDITURES FOR MARCH 2024 AS PRESENTED

Motion carried by roll call vote with the following results:

Ayes: Blazek, Cottrill, Johnson, Koll

5. Action Item

Acceptance of the March 22, 2024, SWAN Board Meeting Minutes

Blazek moved, seconded by Koll that it be

RESOLVED, THAT THE SWAN BOARD ACCEPTS THE MARCH 2024, SWAN BOARD MEETING MINIUTES AS PRESENTED

Motion carried by unanimous voice vote.

6. Reports

a. Board President Report

None

b. Executive Director Report

Skog updated and discussed the SWAN activities with the Board.

c. Operations Report

Brandwein gave an overview of Operations as reported in the board packet.

d. Treasurers Report

None

e. Board Calendar

Reviewed

7. Action Item

Approval transfer of funds to IMET

Blazek moved, seconded by Koll that it be

RESOLVED, THAT THE SWAN BOARD ACCEPTS THE APPROVAL TRANSFER OF FUNDS TO IMET

Motion carried by roll call vote with the following results:

Ayes: Blazek, Cottrill, Johnson, Koll, Wassenaar

Cottrill adjourned the meeting at 10:20 a.m.

Minutes Prepared by Ginny Blake

Respectfully Submitted,

Jesse Blazek
Board Secretary

DRAFT

SWAN Board Environmental Scan Task Force Minutes

April 19, 2024

**Bloomington Public Library
101 Fairfield Way
Bloomington, IL 60108-1537**

Call to Order, Roll Call

The meeting was called to order at 10:25 a.m.

Present: Jesse Blazek, Anna Wassenaar, Jennifer Cottrill, Aaron Skog

Absent: none

Introduction of Visitors/Public Comment

Scott Brandwein, SWAN Assistant Director

Discussion—Task force group charge

The task force charge was accepted will be posted online with an added step 5 for deliverables.

Next Steps

Aaron will bring a list of consortia or library systems that have recently undergone some change to their library services platform or integrated library system (ILS) to review. Scott Brandwein and Aaron will review features to include for interview questions in the area of cataloging and acquisitions.

The 2012 SWAN environmental scan report document will be reviewed. SWAN will create a SharePoint portal for the task force to collect documents.

Adjournment

The meeting adjourned at 10:57 a.m.

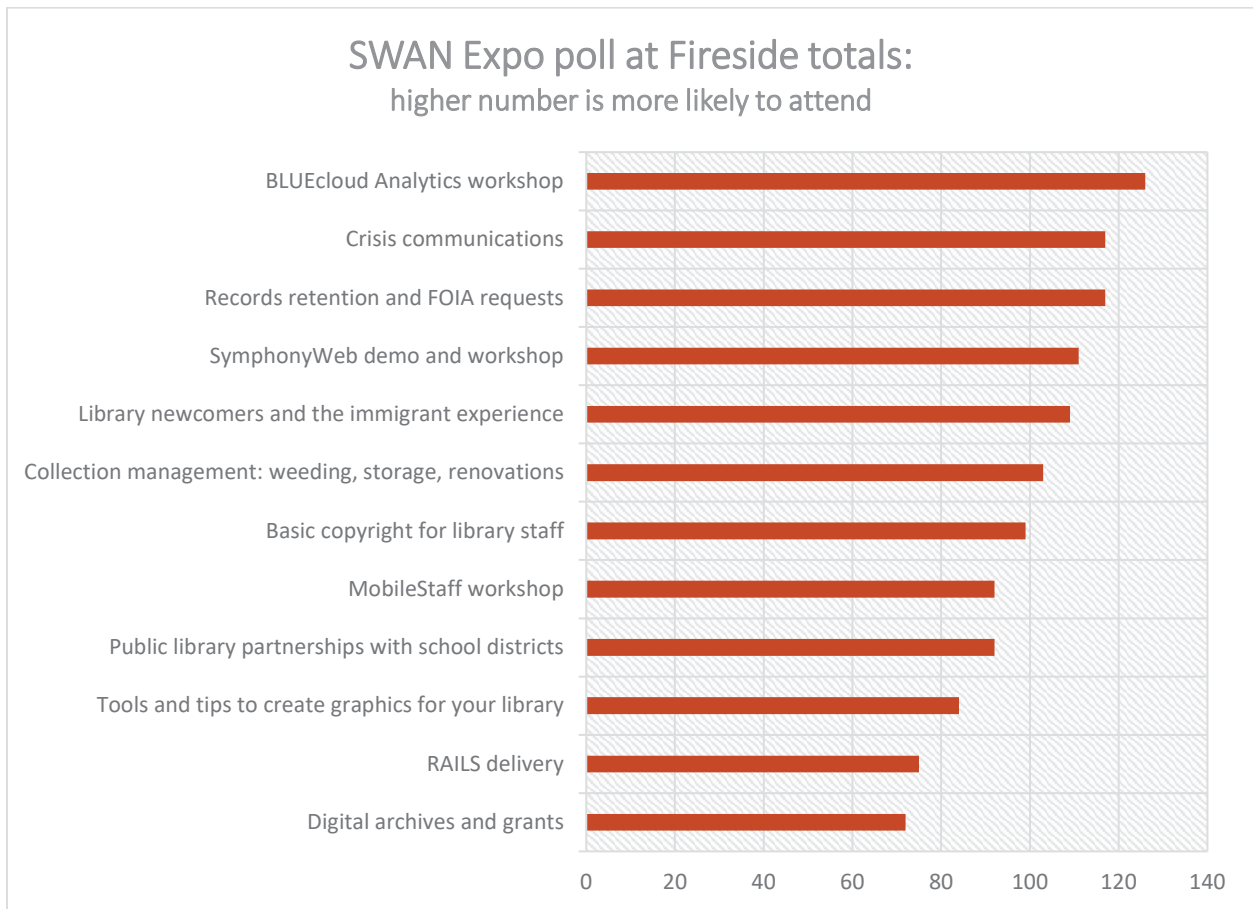
SWAN Executive Director Report

May 17, 2024

Expo 2024

Your feedback on Expo session topics

SWAN Expo is set for Friday, August 23rd and planning for the event has been underway with SWAN staff for several months now. We shared session ideas at the Fireside meeting on April 30th and these were rated highest to lowest by attendees at the Fireside meeting.



Feedback on roundtable discussion topics

We also opened up the Fireside survey to solicit topics for roundtable discussions at the SWAN Expo. These suggestions were for 3 possible roundtable sessions, which I have combined into two columns.

Topic 1	Topic 2
personnel/ HR issues	managing e-content
Diversity training	e-resources
Burnout	Managing staff
readers' advisory tips and tricks (perhaps focused on Aspen and EBSCO products?)	Emerging library technologies.
Dealing with patrons with mental health issues.	Safety in the Library
outsourcing processing	Passport Services at the library
First Amendment Audits	Discussion on what 'unusable' and 'damaged' really means!
Working with the Aspen Catalog	Circulation processes
Illinois Notary Laws	Working with school cards
How to better communication between departments.	adult programming
Managing staff through upheaval and conflict	What does your library do for fun?
Circulation Best Practices	HR-related topics for managers
Additional services - passports, vehicle registration, notary, etc.	Staff development activities - brainstorm
Online library cards	

The topics for the roundtable discussion were picking up a theme that is not surprising, but is definitely out of the realm of expertise for SWAN. I want to obtain some feedback from SWAN Board members before proceeding.

Within our Expo planning group, there is interest in “going to where our libraries are” at the given moment. The number of topics suggested for peer-to-peer discussion pointed to bringing expertise such as National Alliance on Mental Illness (NAMI) or HR Source to provide a keynote and/or sessions at SWAN Expo on August 23rd. We have some suggested topics for keynote and roundtable below.

Possible Keynote: Handling mental health situations – presented by NAMI

Mental health affects everyone. Situations can arise anywhere, in the library, in the grocery store, or in your living room. Knowing how to handle these difficult and sometimes frightening situations can make a world of difference to yourself, loved ones, or just those around you. Hear from the experts ways to help and not just be a bystander.

Followed by a potential roundtable discussion

Mindfulness and self-care (Discussion) – Presented by NAMI Staff

When was the last time you just took a breath for yourself and let the world go for a moment? Learn the importance of looking after yourself, as it impacts all other aspects of life from personal to professional. Learn techniques and discover tips to improve your resilience skills and just feel better.

Proposed Sessions

The sessions the Expo planning group has created are informed by the recently completed software platform survey, as well as topics based on recent membership activity. Our goal is to post a list of sessions for late May or early June with registration.

1. WorkFlows searching: the use of a web-based WorkFlows client using SymphonyWeb will take place in one of the classrooms at MVCC.
2. BLUEcloud Analytics - The Basics: will take place in one of the classrooms at MVCC.
3. BLUEcloud Analytics - Advanced: will take place in one of the classrooms at MVCC.
4. Power search in WorkFlows: will take place in one of the classrooms at MVCC.
5. MobileStaff petting zoo: SWAN staff table with devices & consultation
6. Collection management: panel presentation on weeding & storage during library renovations
7. Basic copyright for library staff: expert Sara Bensen from University of Illinois
8. Digital archives and grants: Illinois State Library staff
9. RAILS delivery: Mark Hatch from RAILS
10. Tools and tips to create graphics for your library: panel presentation
11. Public library partnerships with school districts: panel presentation
12. Library newcomers and the immigrant experience: Dawn Bussey, Glen Ellyn Public Library & Chicago Public Library
13. Records retention and FOIA requests: TBD
14. Crisis communications: TBD

Response to Platform Survey

The analysis of the survey comments was shared with board members last month. The written report is [now posted under the SWAN Strategic Plan Objective #1: Develop a Shared and Accurate Diagnosis of Member Dissatisfaction Around the Existing ILS and OPAC \(Staff Interface and Online Catalog\)](#), along with the 2019 Clarity Task Force report.

The completed report recommended several product add-ons we should explore to see if they would address some of the issues identified in the survey.

Issues with MobileStaff

Our platform survey analysis found library staff frustrated with using MobileStaff in remote library card sign-up situations. We used last month's Circulation Users group to discuss how libraries are using a tablet for library card sign-up, and several staff shared some additional add-ons to the tablet such as Bluetooth keyboards and scanners to help with data entry. We will highlight the use of MobileStaff with these additional devices at SWAN Expo in our "petting zoo" for MobileStaff.

SymphonyWeb trial

I have arranged a free trial of SymphonyWeb for SWAN staff to begin testing the use of this web application. The goal of this trial is to help with two areas identified in the platform survey comments. First, library staff need a better tool for library card registration at remote locations which could be performed using a laptop. Secondly, SWAN could conduct in-person training for library staff in a library computer lab without having to install the WorkFlows client, where SymphonyWeb would simply run in a browser with access controlled by SWAN. This arrangement would allow for more in-person lab training if the session at Expo is popular. We will begin work on setting up the SymphonyWeb trial after the upgrade to Symphony 4.1 is completed on June 17th-18th.

Issues with BLUEcloud Analytics

One area we are exploring for BLUEcloud Analytics is the expanded offer of using "Privacy Suite." Our research has gathered some feedback from the CLEVNET consortium on the benefits of using Privacy Suite. We will continue to explore what Privacy Suite can do to simplify and improve the SWAN BLUEcloud Analytics user experience. We are also planning a session for SWAN Expo to be held in the training lab to cover BLUEcloud Analytics.

Update on Activities

Bank fees

We have switched from cutting large checks over \$100,000 to instead use ACH to send the amount due. Other vendors SWAN works with are encouraging use of ACH or have recently made ACH available (LIMRiCC for example). Last month at the board meeting I raised the possibility of moving more transactions within SWAN's accounts payable and accounts receivable to use ACH instead of printed checks.

The bank fees associated with processing checks cut for member libraries results in a number of bank fees. While the bank fee to process payment via ACH is higher than a check, there are additional fees for check deposits, e.g., a bank Lockbox, and check fraud prevention, e.g. what Wintrust calls "Positive Pay."

If we encouraged libraries to accept payments from SWAN via ACH instead of check, the process would incur fewer bank fees, but also prevent situations of lost checks, uncashed checks, stopped checks, and reissued checks.

The table below shows the bank fees for the month of February 2024, which is a month were SWAN sends out quarterly invoices and receives payments for membership fees via the Lockbox.

Current arrangement: one month February 2024			
Bank Fees	Fee per instance	Feb-24	Total fee
Checks paid	\$0.22	83	\$18.26
ACH credit	\$0.32	5	\$1.60
ACH debit	\$0.32	18	\$5.76
Deposited Items - on us	\$0.15	16	\$2.40
Deposited items - local	\$0.15	66	\$9.90
Lockbox Services: check deposits/accounts receivable using P.O. Box			\$260.00
Fraud prevention services: checks/accounts payable using Positive Pay			\$79.16

Current arrangement with checks vs. possible arrangement with ACH replacing checks		
Summary of fees	Current arrangement using checks	Proposed ACH only scenario
Bank fees	\$162.26	\$162.26
Check fees	\$370.42	
ACH fees	\$9.12	\$38.40
Postage	\$56.44	
Subtotal	\$598.24	\$200.66
	Monthly savings	\$397.58
	Annual savings	\$4,770.96

We discussed raising this topic at the June 6, 2024 SWAN Quarterly meeting, and I have included this on the proposed agenda.

Website accessibility challenges for public libraries

I have included a memo about the recent challenge to Antioch Public Library from the U.S. Department of Education Office for Civil Rights.

Board Considerations

Approve new office lease

We have completed the lease negotiation between the owner's and our attorney at Klein Thorpe Jenkins. I have included this lease for SWAN Board approval at this month's meeting.

Board evaluation results

The Board has an online self-evaluation that is included in the meeting packet for review and suggested revisions. I will send out the link to the evaluation once those revisions have been incorporated.

Monthly Financial Report

April Balance Sheet

The Fund Balance Unrestricted line for April is at \$2,707,185.61 which is unchanged from the month prior. The table below shows the current FY24 budget expense and budgeted spending from reserves.

Fund Balance Unrestricted	\$2,707,185.61
Expenses to be paid from reserve	(\$73,800.00)
	\$2,633,385.61
SWAN annual expense budget	\$4,236,587.00
	62%
Number of months operating expense in reserve	7.5

Revenue & Expense Report

This month would be 83% of the budgeted revenue and expenses. SWAN's financials are presented on a cash basis for this current fiscal year 2024. The total revenue is reflected in the library membership fees invoiced for four quarters, plus invoices sent for the full year of the EBSCO group-purchase, which has our revenue at 101%.

	FY24 Budget	Ending April 2024	Percentage of budget YTD 83%
Total Revenue	\$4,236,587.00	\$4,261,228.00	101%
Total Expenses	\$4,211,277.00	\$3,063,061.75	73%
Over / (Under)	\$25,310.00	\$1,198,166.25	

Accounts Receivable

4010 - SWAN Full Membership Fees: 4th quarter invoices were sent out in April 2024, reflecting 75.04% revenue. The 4th quarter invoices will be sent out in April.

4011 – Internet Access Membership Fees: the six school libraries have been invoiced for membership fees.

4190 – Member Group Purchase Receipts: 109.82%

This budget line records the revenue from several group purchase initiatives in specific budget line expenses, including the EBSCO database group-purchase, hardware sold to libraries (magnetic swipes for e-commerce), and the group-purchase for Library Pass Comics Plus.

4310 – RAILS Support to SWAN: 100%

3rd quarter payment was made to SWAN totaling \$124,759.50 in October. The 4th quarter payment will be received in April.

4510 – Interest Income: 325.57%

SWAN's Money Market continues to perform better than expected for the year. Currently, the rate for April is 5.55%.

Accounts Payable

5000 – Salaries & Wages: 79.08%

This line remains on budget for the year-to-date expenses.

5021 – FICA Expense: 76.49%

This line remains on budget for the year-to-date expenses.

5023 – Worker's Compensation: 109.07%

The insurance was paid for the full year in September.

5024 – Retirement Benefits: 82.09%

This line remains on budget for the year-to-date expenses.

5110 – Rent/Lease: 94.70%

This line remains on budget for the year-to-date expenses.

5130—Property Insurance: 98.77%

The flood insurance was paid for the full year in September.

5230—Staff Professional Development: 115.07%

The recent completed staff retreat and expenses for AspenCon, COSUGI, and ALA conferences are reflected in this budget line.

5420 – Application Software Licensing: 86.96%

Expenses include Asana project management subscription, Mailchimp monthly, Adobe Creative Cloud, and desktop security with Panda.

5430 – Server Software Licensing: 188.42%

The one-time expense for the single sign-on project with Ping is reflected, along with the annual subscription. Other expenses related to the Microsoft Azure hosting of Symphony and the support/ticketing systems are recorded in this budget line. This budget line was revised at the March 2024 Quarterly meeting from \$18,000 to \$79,890 for FY24.

5440 – Library Services Platform: 40.21%

This line reflects changes from the FY23 audit, which impacts the current FY24 expenses for contracts SWAN has with SirsiDynix and EBSCO (for OpenAthens and Discovery Service). The full payment to Illinois State Library group-services OCLC was recorded in August. This line reflects prepaid expenses from the prior fiscal year for SirsiDynix, ByWater Solutions, OpenAthens, and EBSCO Discovery Service.

5450 – Data Management Services: 86.37%

The annual NCOA project was completed and expenses with Unique Management are now reflected. The expenses for RDA ToolKit and WebDewey are paid in full for the year.

5460 – Information Subscription Service: 26.63%

This line reflects changes from the FY23 audit, which impacts the current FY24 expenses for contracts SWAN has with EBSCO for Novelist Select integrated within the Aspen Discovery catalog. This budget line reflects the ProQuest subscription to Syndetic Solutions for all cover art display in Aspen and MessageBee email notifications.

5490 – Group Purchases Services: 1,997.90%

This line is overbudget due to the new Library Pass Comics Plus online subscription, and the data extraction for Prairie State College which decided to exit SWAN. Libraries were invoiced by SWAN and recorded payments in the #4190 Member Group Purchase Receipts as revenue. Additional one-time purchases for Pseudo Library licenses from SirsiDynix will occur throughout the year.

5690 – Group Purchases - Hardware: 1862.09%

The replacement of 11 firewall appliances with member libraries was not budgeted for in FY24, which has caused this expense line to be overbudget. The revenue from these libraries to reimburse SWAN are recorded in the revenue line #4190 – Member Group Purchase Receipts.

5850 – Contractual Agreements: 130.08%

The expenses for the addition of Addison Public Library (ADD) is reflected in this budget line, along with expenses for data extraction for Prairie State College (PCS). These expenses were recorded in December 2023, and are offset by revenue (4320 Other Grant Revenue) after those libraries are invoiced to cover the expense.

5860 Notification & Collection: 77.30%

This line remains on budget for the year-to-date expenses. The MessageBee service is paid monthly. SWAN has also contracted with Unique Management to print all user notices and is invoiced monthly.

5990 – Group Purchases – Content: 100.89%

July recorded the full EBSCO group-purchase expense for FY24 was as a group-purchase, the expense was off-set by the participating libraries, with the revenue recorded in the #4190 Group Purchase Receipts.

Operations Report: April 2024

Summary

Membership engagement activities and statistics are reported through the month-end of April 2024. System outages will be reported as of final assembly of the report to ensure that any critical system issues are documented as quickly as possible. Highlighted activities represent on-site library events.

Member Engagement – All Staff

A recap of member engagement activities in April 2024.

Site Visits, Training, and Consultation

Member engagement activities, including meetings, on-site visits, training, and consultation are noted for the reporting period. Highlighted activities represent on-site library events.

Date	Event Name	Teams Responsible	Category
Various	SonicWall Firewall Installations	Information Technology & System Support	Consultation
4/11/2024	Cataloging Advisory	Bibliographic Services	Membership Meeting
4/15/2024	Directors Coffee Hour	Administration	Consultation
4/17/2024	Circulation Users	Administration; Information Technology & System Support; User Experience	Membership Meeting
4/18/2024	ILL/Circ/Quarterly Billing Office Hours	Administration, Information Technology & System Support, User Experience	Consultation
4/19/2024	SWAN Board Meeting	Administration	Governance
4/25/2024	RFID Users	Administration; Information Technology & System Support	Membership Meeting
4/25/2024	e-Resource Advisory	User Experience	Membership Meeting
4/26/2024	Circulation Configuration Consultation (HDS)	Information Technology & System Support	Consultation
4/30/2024	SWAN Fireside Chat	All	Membership Meeting

User Group and Advisory Meeting Recap

All 2024 meetings are posted in L2, search “[swan2024](#).” On the SWAN Support Site, visit the [SWAN Events Calendar](#) for a full listing of upcoming events.

Cataloging Advisory (4/11/2024)

The April meeting of the Cataloging Advisory contained updates about the Cataloging Libraries In-Person Meeting and Authority Files. The Bibliographic Services Team went over the webpages that

have been updated. Discussions occurred regarding the handling of the 245/246 consistency, Read-alongs, and volume/book series numbers, as well as a plug for membership to put for proposals at SWAN Expo.

Circulation Users (4/17/2024)

Circulation Users Group discussed interesting ways on how to administer library cards during outreach events. The group discussed going to various community events and using BLUEcloud Staff on iPads to register people for library cards. It was noted that library staff should consider buying an external keypad to make inputting patron information easier. One library uses QR code fliers that link to their self-registration page. Helen Pinder reminded library staff how to properly bill patrons at libraries outside of SWAN.

RFID Users (4/25/2024)

SWAN RFID Users Group met Thursday 4/25 in-person at the La Grange Public Library and via Zoom. Meeting highlights included a recap of a COSUGI 2024 session that referenced RFID integration on the product roadmap for BLUEcloud Circulation, updates on member library RFID projects (like LGPL's new pick-up window) and reviewing a newly compiled chart of library lockers and drive-up windows.

E-Resource Advisory (4/25/2024)

E-Resource Advisory reviewed topics and goals for 2024 and completed an activity to start development of e-resource troubleshooting documentation. The group also reviewed promotional marketing materials that have been gathered by various e-content vendors and publishers.

Major Projects & Research

Aspen Discovery

Aspen release 24.04 went live April 17th. This release included improvements to format assignments for DVDs and Blu-rays that were split from combo packs, and a new permissions dashboard in LiDA to help users set their device permissions, such as screen brightness and camera access.

Scan and go pilot

Our beta instance of the LiDA app is successfully connected to Symphony, and we are now ready to test the Aspen self-check feature, Scan and Go.

Indian Prairie, Lansing, and Tinley Park are participating in the pilot, which will kick off May 31st. The pilot libraries will first test with staff through our beta instance of LiDA, then release to patrons after our initial staff testing.

Aspen Discovery VPAT & Accessibility Audit

While Aspen has many great accessibility features, and frequent releases means that we get frequent accessibility fixes, currently there is no formal VPAT (Voluntary Product Accessibility Template). A

VPAT documents the accessibility of a service or product, and while technically anyone can write a VPAT, it requires specialized knowledge and testing capabilities to ensure it is accurate.

Tara, Aaron, and Scott met with Deque Systems, a vendor that provides accessibility evaluations and support, on conducting an accessibility audit and writing a VPAT (Voluntary Product Accessibility Template) for Aspen Discovery and Aspen LiDA. We have provided the necessary information for Deque to scope this project, and we hope we can work with them and the Aspen Community to develop a VPAT for Aspen Discovery and Aspen LiDA.

Online Patron Registration

We have received initial quotes from Quipu and Patron Point for a SWAN-wide subscription for online patron registration. Quipu prices their services based on service population, and Patron Point prices uses a per-transaction fee. SWAN staff are comparing the feature sets for these two platforms and gathering reporting data to estimate the yearly cost we could expect from a per-transaction pricing model. We anticipate we will be able to share more information and options with the SWAN Board at the June board meeting.

Ticketing System Migration

The Management Team is working on a project to analyze incoming support tickets in order to create categories and common workflows. This will help us to determine HaloITSM's initial configuration and streamline the tool to best serve our needs. Our goals are the ability to route tickets with increased automation without requiring libraries to pre-categorize their requests. After this information gathering phase, we will then meet with all SWAN staff to get an idea of how they would like an ideal ticketing workflow to behave and provide further insight into specific support workflows they commonly see.

Symphony 4.1 Upgrade

After a bit of a delay, SirsiDynix has scheduled an upgrade of our Production Server, bringing us from Symphony 3.7.1 to 4.1. Tony Wang, the SirsiDynix installer will be beginning the installation around 11:30PM on Monday, June 17th. This process takes approximately three hours and SWAN System Administrator Ahren Sievers will be maintaining communication with SirsiDynix as well as overseeing initial preparations and post-upgrade procedures. We will send an all-clear when it is safe to connect to WorkFlows. We do not anticipate any downtime during business hours.

Our test server was upgraded to Symphony 4.1 in March, which allowed us to compile and test the new WorkFlows installer well in advance. We will make this installer available on our support site the week prior to the upgrade.

Group Purchases

EBSCO database group purchase

The EBSCO database selection form went live April 22nd and closed May 10th. Olivia Montolin is in contact with RAILS about the impact of the statewide database RFP on the SWAN EBSCO database package for FY 2025.

Comics Plus

We are currently in the renewal period for Comics Plus. The current period is set to expire June 30, 2024. If libraries choose to renew, they will extend subscription access period to June 30, 2025. Renewing libraries saw no price increase from last year. We are also taking information and handling paperwork for any libraries that are part of SWAN that are not current Comics Plus subscribers but wish to be. There is special pricing that is only available until June 30,2024 for interested libraries.

External Collaboration & Partnerships

Meetings represent formal project-based meetings with vendors and collaboration projects within the larger library community.

Date	Event Name	Teams Involved	Topic
Alternate Tuesdays	ByWater - Aspen weekly check-in	All (UX Lead)	Partnerships
Wednesdays	HiQuest (Ping) Weekly Sync Up	Administration; Information Technology & System Support	Partnerships
4/4/2024	Aspen Gathering	All	Partnerships
4/10/2024	Quipu eCard Demo	Administration; User Experience	Partnerships
4/11/2024	OHM Upgrade Consultation	Administration; Information Technology & System Support	Partnerships
4/15/2024	RAILS Board Consortia Committee Meeting	Administration	Partnerships
4/23/2024 + 4/25/2024	OCLC Regional Meetings	All	Partnerships
4/24/2024	SirsiDynix SureSailing	All	Partnerships
3/19/2024	Aspen Community Meeting	All	Partnerships
3/19/2024	Aspen for Symphony Users	All	Partnerships

Support, Documentation, and Training

Details on support tickets, documentation, and training.











End of Life Firewall Replacements

The remaining replacement firewalls were installed in April. Three more libraries have also signed the firewall self-maintenance agreement, bringing the total of libraries maintaining their own firewalls to 63.

Outage tracking

On Sunday, April 28, the firewall that maintains the library VPN tunnels underwent system updates. Library tunnels had all reconnected and verified around 7PM. At some point overnight, the recently patched system became unresponsive. After attempts to connect to the system were unsuccessful, the system was restored from backup. This process took approximately 30 minutes. The system was back online and VPN connections restored just prior to 8:30AM on Monday, April 29.

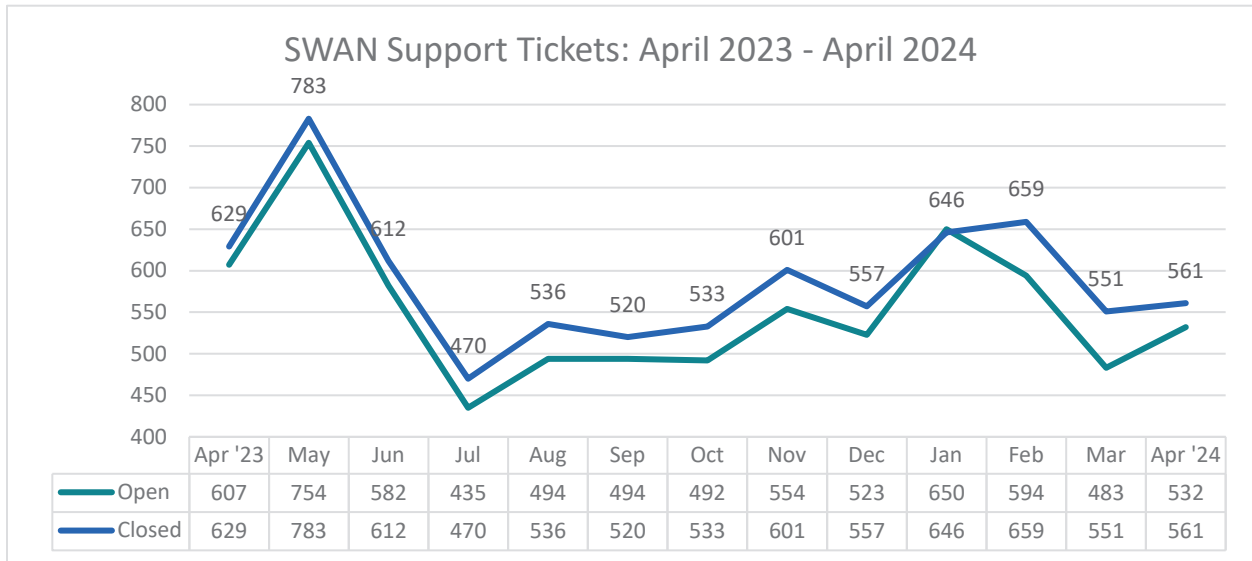
System Maintenance & Outage Calendar

 Production - Web Services 6.4.0 Upgrade (Scheduled)	Wed 2/28/2024	Wed 2/28/2024	 Outage, SirsiDynix
 Aspen Test Release	Fri 3/8/2024	Sat 3/9/2024	
 Aspen Test Release	Fri 4/5/2024	Sat 4/6/2024	
 Aspen Production Release	Wed 4/17/2024	Thu 4/18/2024	
 pfSense unresponsive - Library VPN tunnels down	Mon 4/29/2024	Mon 4/29/2024	 Outage, IT
 Aspen Test Release	Fri 5/3/2024	Sat 5/4/2024	
 Aspen Production Release	Wed 5/15/2024	Thu 5/16/2024	
 TEST - Web Services 6.4.1 Upgrade	Tue 5/21/2024	Tue 5/21/2024	

Support Tickets

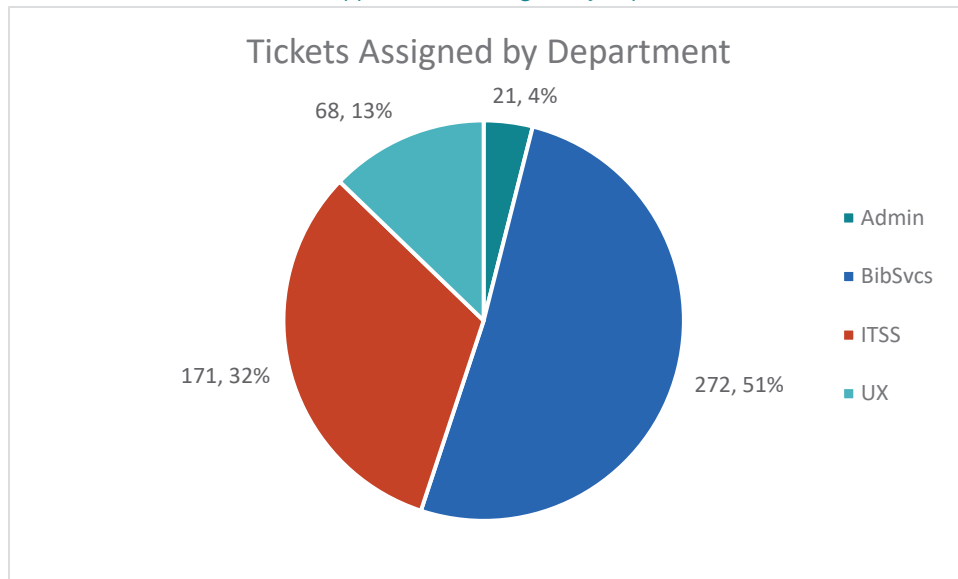
SWAN support staff continue to maintain an excellent monthly open/closed ticket ratio. Overall ticket volume has leveled off and is within our typical monthly range.

SWAN Support Tickets Opened/Closed in Past 12 Months



Data labels reflect tickets closed each month.

SWAN Support Tickets Assigned by Department



Support Site

Crystal Vela is working closely with staff on reviewing ILL and ILS configuration documentation. This portion of the support site content review will be complete in May.

The support site search has received several tweaks over the past month, and library staff should notice better results especially for events and news. Tara Wood is also working with Pantheon support to resolve issues with synonym support in our Solr search service; once these issues are resolved, we

can better customize our search to be more forgiving with spelling variations, alternate names such as “libby” and “overdrive”, and abbreviations such as “acq” and “circ”.

Training Modules & Recordings

Learning Management System (SWAN Online Learning)

In April we added 16 new users to the SWAN Online Learning management system.

Claudia Nickson launched the course, [Local Practices-Working with non-English Materials](#).

Our next online learning development push will be a series of courses on the Symphony Acquisitions module. Claudia is working with Samantha Dietel on structure and content. We hope to see published courses ready in the coming months.

On-site Training and Consultation

Moving to MARC Listener

Cynthia Romanowski and Claudia Nickson met with LaGrange Public Library and set up their MARC Listener instance.

Preparation for Fiscal Period Close

Samantha Dietel went through an overview of the documentation and WorkFlow steps required for a successful fiscal period close with Itasca. Fiscal rollover is a complex procedure that continues to require a lot of oversight by SWAN staff. We hope incorporating this process into our online learning offerings will help ease the process for many of our libraries.

OpenAthens

Database Link Audit

Olivia is conducting an audit of libraries’ database links over the next year to ensure that libraries are using the best authentication methods. OpenAthens provides single sign-on for databases and electronic resources and protects patron privacy. Libraries completed this month include Oak Brook, Oak Lawn, Oak Park, Palos Heights, Palos Park, Park Forest, Prairie Trails, and Richton Park.

Authentication for BlueCareer

Olivia worked closely with BlueRecruit and EBSCO to set up authentication for BlueCaerre using OpenAthens. Prior to this integration, BlueCareer was accessible without needing to enter library credentials, even though it is not an open resource. The subscribing library wanted their patrons to be able to authenticate when not inside of the library.

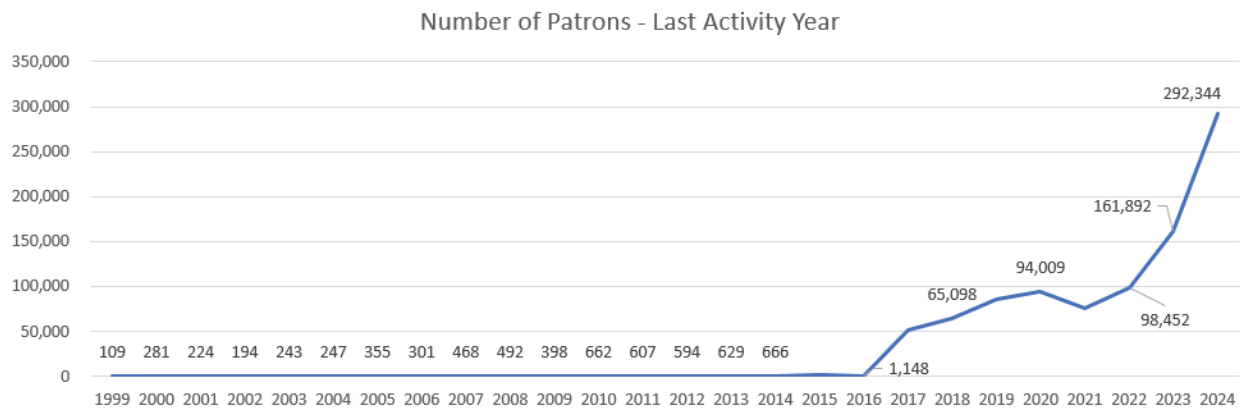
BlueCareer is a resource center for library users interested in learning more about the skilled trades and seeking to explore a career transition. It provides in-depth information on more than 100 skilled trades, connects individuals with hundreds of trade schools across the United States and Canada, and provides training resources for those seeking to build their trade knowledge and experience.

Maintenance

Automatic Monthly Patron Record Removal

In April, we purged 3,899 inactive patrons from the database.

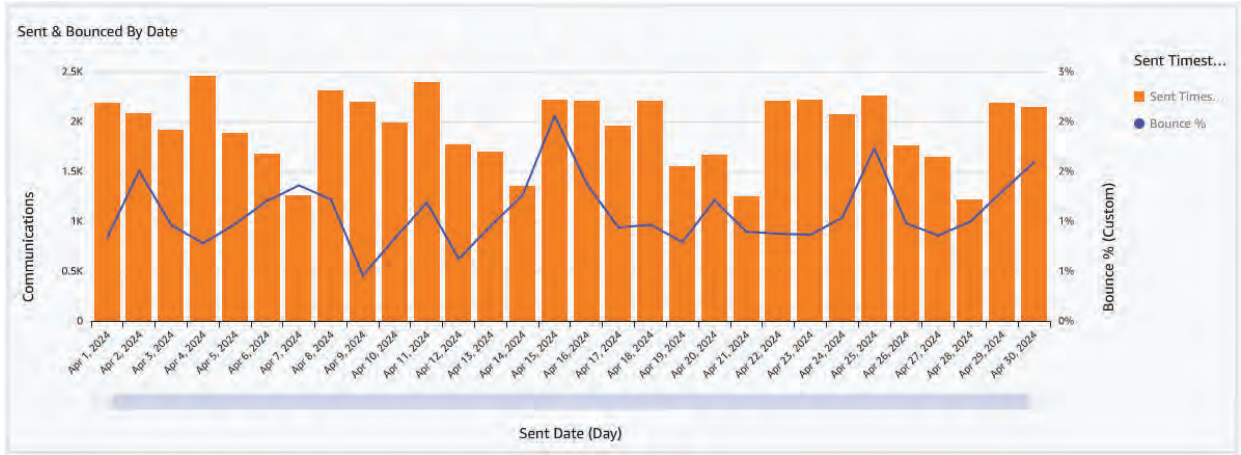
So far in 2024, there have been 292,344 patrons active in SWAN. Coupled with 2023 last-active users (161,892) this represents 49% of the total patron database. Since January 1, 2020, 77% of the total patron database has been active. As we continue to update and remove inactive users, the active percentage of patrons continues to increase. SWAN recommends purging all patron records with last activity date prior to 5/1/2014 regardless of outstanding bills.



MessageBee Statistics

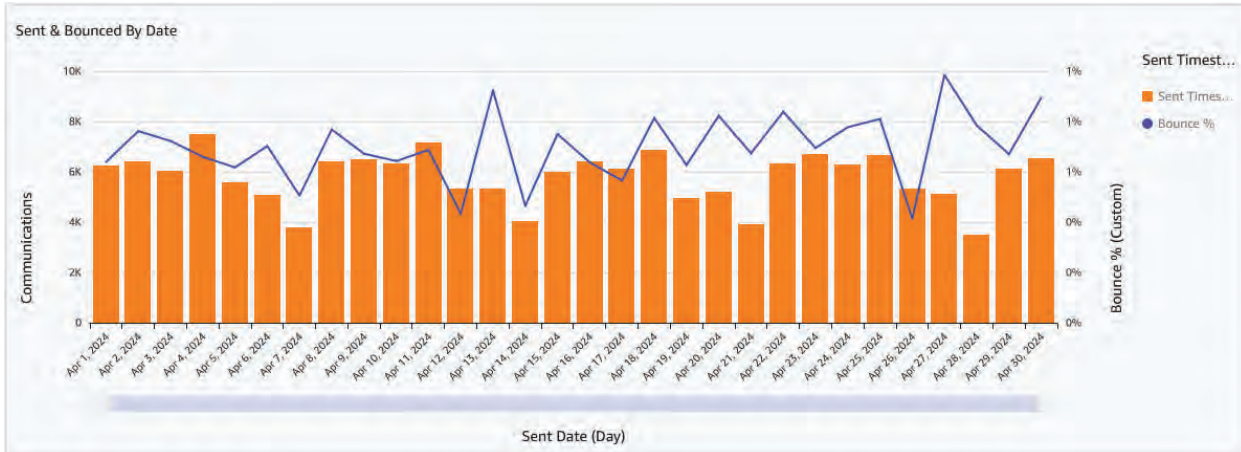
SMS notifications

Month, Yr	SMS Sent	Success Count	Success Rate	Failed Count	Failure Rate
October, 2023	57,152	56,553	98.95%	599	1.05%
November, 2023	55,328	54,730	98.92%	598	1.08%
December, 2023	55,039	54,420	98.88%	619	1.12%
January, 2024	61,426	60,771	98.93%	655	1.07%
February, 2024	55,111	54,538	98.96%	573	1.04%
March, 2024	56,938	56,287	98.86%	651	1.14%
April, 2024	57,823	57,196	98.92%	627	1.08%



Email notifications

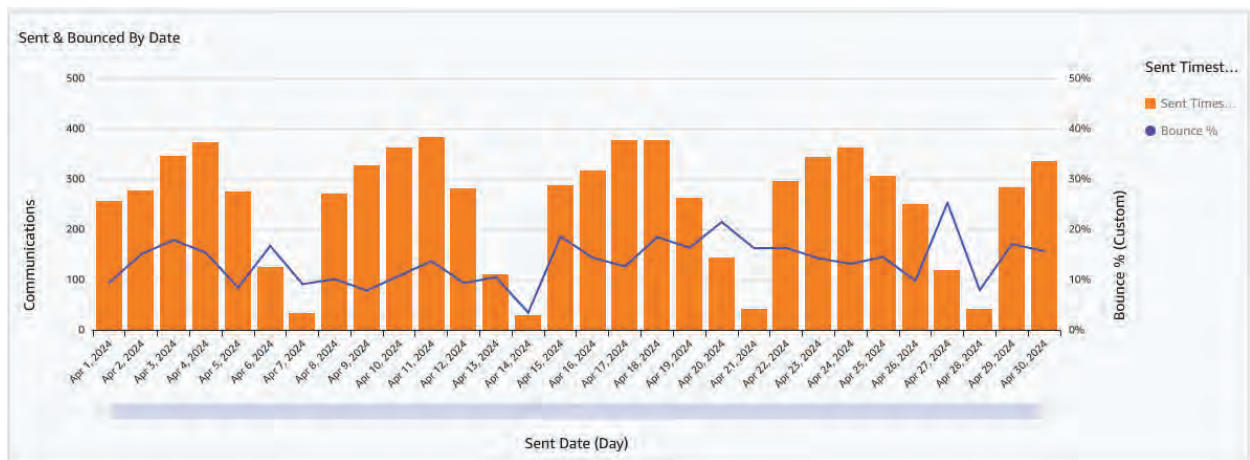
Month, Yr	Email Sent	Success Count	Success Rate	Failed Count	Failure Rate
October, 2023	176,563	175,334	99.30%	1,229	0.70%
November, 2023	174,812	173,556	99.28%	1,256	0.72%
December, 2023	172,527	171,315	99.30%	1,212	0.70%
January, 2024	188,299	187,100	99.36%	1,199	0.64%
February, 2024	164,441	163,327	99.32%	1,114	0.68%
March, 2024	170,447	169,363	99.36%	1,084	0.64%
April, 2024	168,979	167,812	99.31%	1,167	0.69%



Voice notifications

Month, Yr	Total Calls Attempted	Success Count	Success Rate	Failed Count	Failure Rate
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October, 2023	7,347	7,009	95.40%	338	4.60%
November, 2023	7,239	6,911	95.47%	328	4.53%
December, 2023	6,804	6,494	95.44%	310	4.56%
January, 2024	8,016	7,629	95.17%	387	4.83%
February, 2024	7,383	7,020	95.08%	363	4.92%
March, 2024	6,977	6,692	95.92%	285	4.08%
April, 2024	7,075	6,748	95.38%	327	4.62%



Print Notices

While not processed within MessageBee, Unique also provides our print notices.

An overpayment credit of \$54 was issued on April 2024 invoice

Month/Yr	Bill Notices	Amount
October, 2023	490	\$ 421.89
November, 2023	577	\$ 496.83
December, 2023	499	\$ 429.63
January, 2024	581	\$ 501.95
February, 2024	428	\$ 372.36
March, 2024	349	\$ 303.63
April, 2024	378	\$ 274.86

SendGrid Statistics

The SendGrid success rate has continued to be excellent and overall mail volume has reduced as other services have taken over. There hasn't been a noticeable increase in failed emails, so the spam requirements that went into effect earlier this year has not impacted our overall success rate.

Month	Requests	Processed	Success Rate (Delivered)	Addresses			Messages		
				Bounced	Marked as Spam	Invalid	Blocks	Bounce Drops	Spam Drops
Oct, '23	69,957	65,512	93.65% (65,057)	279	5	19	510	4,288	138
Nov, '23	93,981	81,824	87.06%(80,525)	578	6	26	1,822	11,987	144
Dec, '23	79,685	71,685	89.96% (70,801)	363	8	21	1,132	7,853	126
Jan, '24	91,086	86,305	99.01% (85,455)	334	8	28	1,112	4,626	127
Feb, '24	69,276	67,302	99.09% (66,692)	179	5	39	817	1,806	129
Mar, '24	63,300	61,349	99.16% (60,835)	153	4	14	589	1,794	143
Apr, '24	70,264	68,177	99.03% (67,521)	148	3	24	935	1,931	132

SWAN Announcements

Staff Development

On April 12th, SWAN staff attended a day-long retreat. In the morning, we met with Lauren Soderstrom from HR Source for a seminar on the CliftonStrengths assessment that all staff took in the week prior to the event. Staff were extremely engaged during this session. We discussed our individual results and how they interact with one another as well as the overall staff strengths and how they have manifested in our past work.

We are keeping the option open for staff to continue to explore these results by inviting anyone interested to request a more detailed personal report or a follow-up consultation with Lauren on their results. The management and administration teams found the one-one-one consultations valuable.

Appendix: Statistics

Cataloging & Collections

Cataloging statistics highlight the shared bibliographic database of physical materials maintained by our SWAN libraries and SWAN centralized cataloging staff.

OCLC Cataloging Counts

Counts do not include seventeen cataloging libraries. Original cataloging counts are new records created for SWAN and added to the OCLC WorldCat database. Copy cataloging counts are records downloaded from OCLC and added to SWAN's bibliographic database.

	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Orig 2020	99	111	69	152	98	129	88	102	76	62	56	46	1,088
Copy 2020	1,908	1,717	1,863	2,270	2,357	2,496	2,237	1,886	2,405	1,723	1,901	1,704	24,467
Orig 2021*	41	53	54	73	49	88	49	71	80	65	72	104	799
Copy 2021*	1,632	1,847	1,911	1,480	1,720	1,756	1,580	1,916	2,367	1,463	2,295	1,802	21,769
Orig** 2022	84	143	93	57	106	97	52	133	87	74	55	77	1,058
Copy** 2022	1,808	2,283	2,059	2,299	2,239	1,886	1,976	2,706	1,944	1,918	2,010	2,275	25,403
Orig 2023	114	123	187	197	164	146	57	38	34	104	111	40	1,315
Copy 2023	2,925	2,213	2,352	1,819	2,630	2,310	1,752	2,215	1,875	2,338	1,968	1,838	26,235
Orig 2024	134	149	141	137									
Copy 2024	2072	1936	1633	1967									

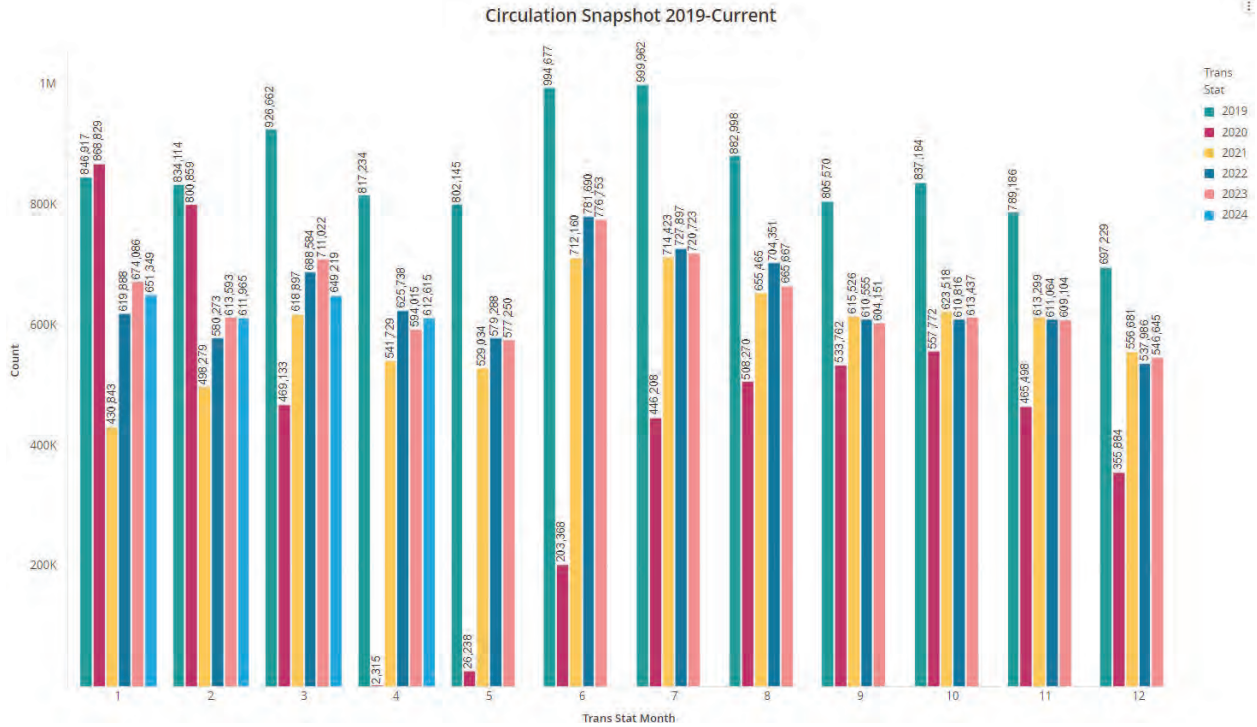
Items Added

In the first quarter of 2024, SWAN members have added 193,673 items to the Symphony database and 23,092 bibliographic records.

Circulation

Monthly total comparison since 2019

In April, we had 612,604 systemwide circulations, a 6% increase compared to April 2023. This is the first month in 2024 where circulation has been higher than the previous year, but it does not mark a significant change in the flattening of circulation counts we've been experiencing since the pandemic abated.

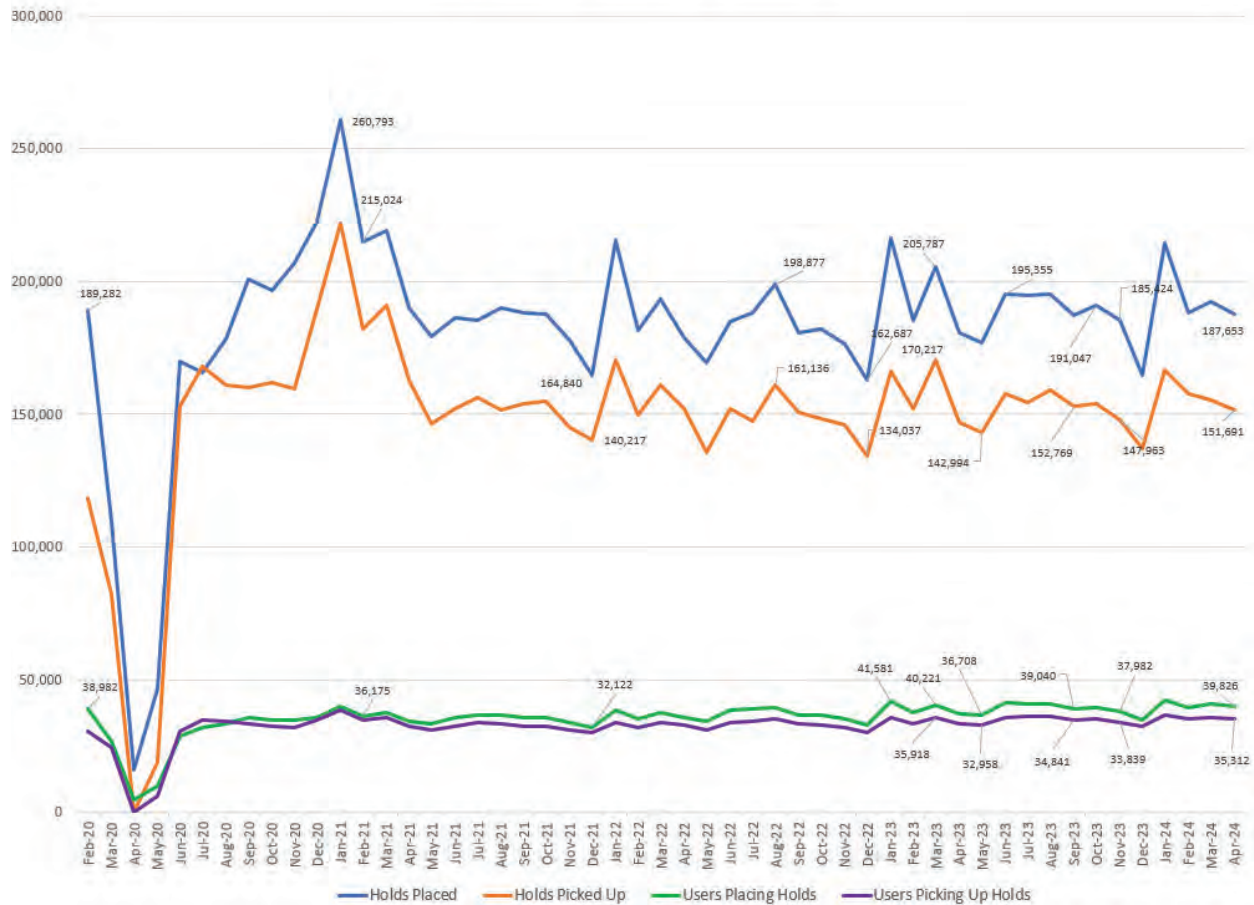


Holds

Holds Placement & Pick-up

The number of patrons placing holds was 39,826 in April, with 187,653 combined total holds placed. We are still unable to distinguish between holds placed in Aspen versus LiDA, though ByWater Solutions is aware this is a priority for us.

Trends in Holds, Feb 2020 - Present



Interlibrary Loan & Resource Sharing

Interlibrary loan checkouts between SWAN members was 104,476 in April, or 18% of total checkouts. Reciprocal borrowing within between SWAN libraries totaled another 19% at 103,714 checkouts. Non-SWAN reciprocal borrowing included 18,115 checkouts.

OCLC Worldwide Resource Sharing

Our combined OCLC interlibrary loan statistics show that SWAN was again a net lender in April. This month, we lent 2,890 items and 10 copies and borrowed 1,301 items and 47 copies. SWAN loaned 2.2 items for each item borrowed.

Online Public Catalog - Aspen

Top 25 Searches in Aspen (April 2024)

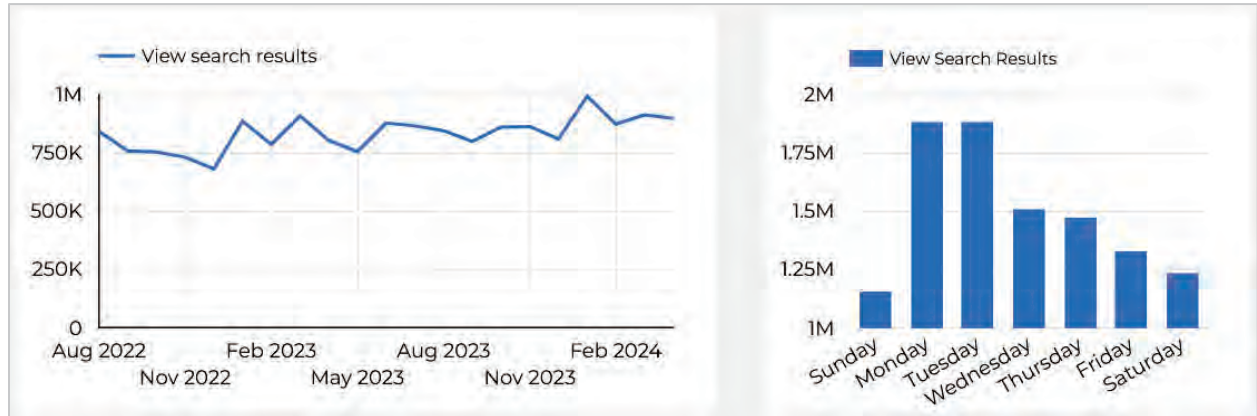
- | | | |
|--------------------|--------------------|------------------------|
| 1. the women | 5. star wars | 9. romance |
| 2. freida mcfadden | 6. james patterson | 10. historical fiction |
| 3. taylor swift | 7. kristin hannah | 11. dog man |
| 4. colleen hoover | 8. dune | 12. dvd |

- 13. eclipse
- 14. first lie wins
- 15. bluey
- 16. spring
- 17. solar eclipse

- 18. poetry
- 19. harry potter
- 20. earth day
- 21. nintendo switch video games

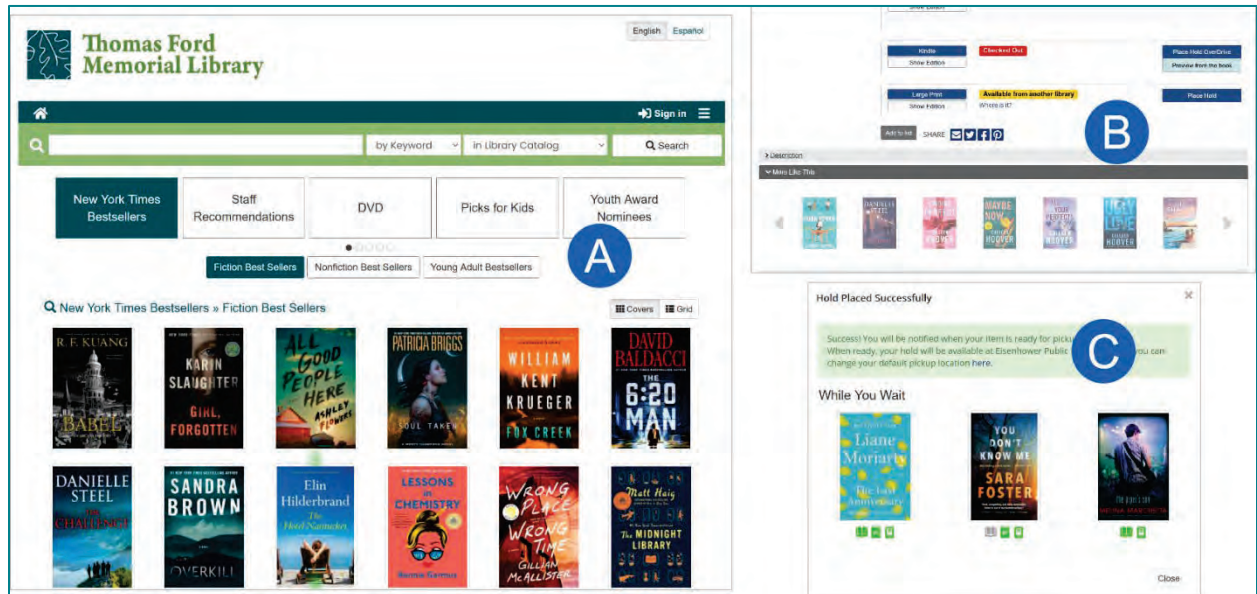
- 22. nintendo switch
- 23. killers of the flower moon
- 24. lessons in chemistry
- 25. manga

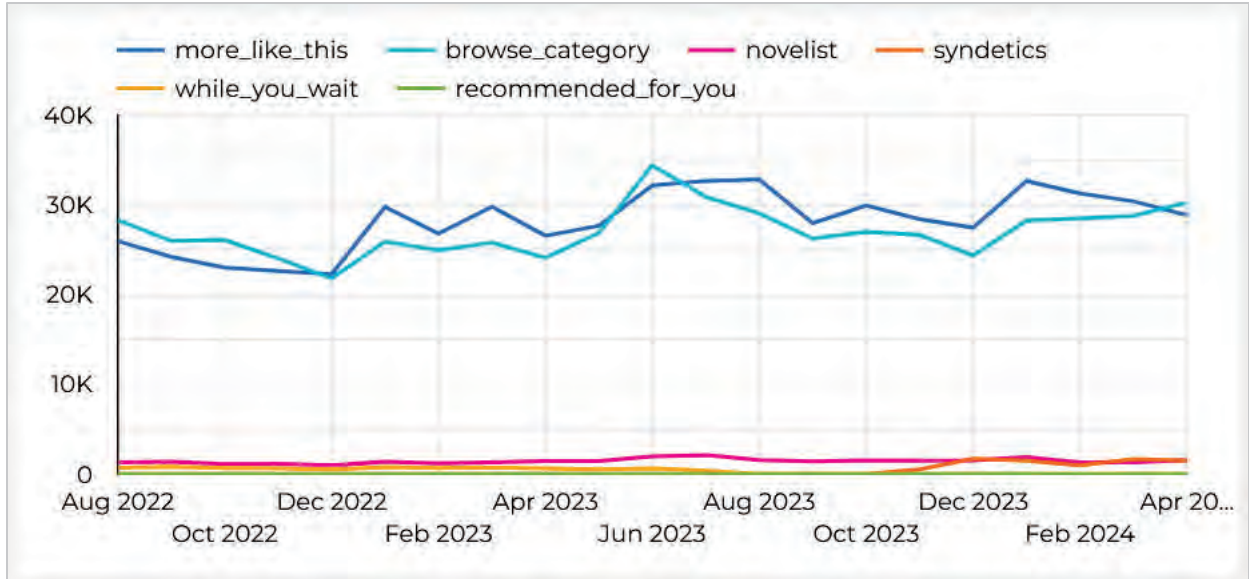
Results Pageviews in Aspen



Usage of Recommendations

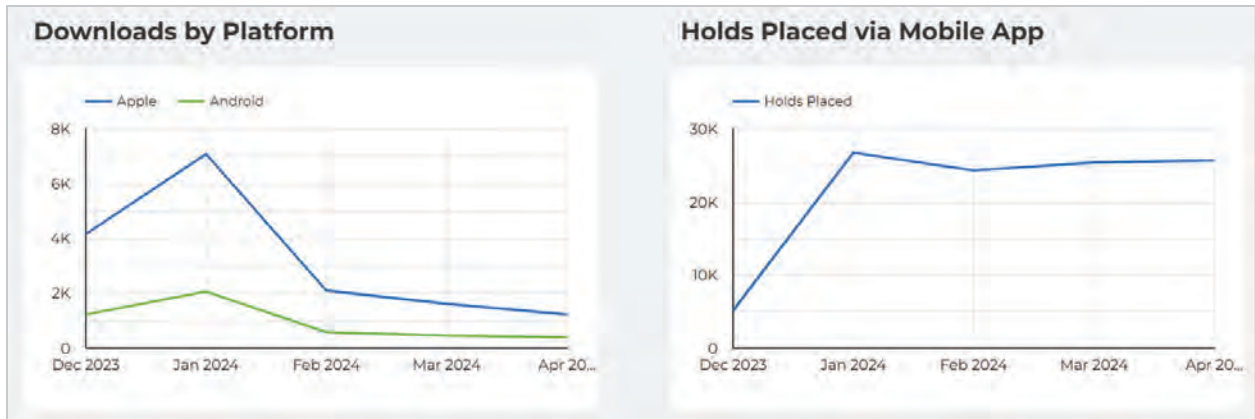
Browse categories appear on the home page and they are generated by library staff (A). “More Like This” are auto-generated by Syndetics and appear on a grouped work or record detail page (B). “While You Wait” are auto-generated by Aspen, and appear when you place a hold or view your holds and checkouts (C). This data measures clicks on title recommendations presented to patrons.





SWAN Libraries + App – Aspen LiDA

January 2024 is the first full month of available statistics for the SWAN Libraries + app (the app was launched mid-month December 2023).



SWAN
Calendar-Timetable of Deadlines and Board Action Requirements

DATE	MEETING TYPE	ACTION ITEMS
Friday, July 21, 2023	Regular SWAN Board Meeting	Elect Officers: President, VP, Treasurer, Secretary & Complete Signature Card Changes for Bank Accounts. OMA Officers must complete training. Nominate for committees.
Friday, August 18, 2023	Regular SWAN Board Meeting	Meeting conflicts with SWAN Expo. Decision on recommend to cancel meeting.
Thursday, September 7, 2023	SWAN Quarterly Meeting	Introduce new SWAN Board members
Friday, September 15, 2023	Regular SWAN Board Meeting	Closed session minutes 6 month review Identify SWAN policies to review. Review budget process timetable with SWAN Board.
Friday, October 20, 2023	Regular SWAN Board Meeting	Aaron begins work on FY25 budget, brings questions to SWAN Board if needed.
Friday, November 17, 2023	Regular SWAN Board Meeting	Board accepts FY23 audit. Aaron to bring FY25 Budget draft; Board discuss Fees and determines next steps. Board approves meeting dates for 2024 calendar
Thursday, December 7, 2023	SWAN Quarterly Meeting	Announce FY25 Budget Process
Friday, December 15, 2023	Regular SWAN Board Meeting	Review of FY25 Budget Draft
January 2024 (TBD)	SWANcom	Aaron Skog/Board announcement of draft budget to membership. Set February COW date and possible location of meeting.
Friday, January 19, 2024	Regular SWAN Board Meeting	Review and recommend draft of SWAN Budget for Membership presentation. Set COW date for February for membership review.
Tuesday, February 6, 2024	SWAN Committee of the Whole Meeting	Meeting to discuss FY25 budget, fees, and reserves worksheet.
Friday, February 16, 2024	Regular SWAN Board Meeting	Incorporate changes, suggestions to SWAN budget. Create recommendation to membership. SWAN Board Election Process Review.
Thursday, March 7, 2024	SWAN Quarterly Meeting	Roll call vote to approve SWAN budget. Announce Board election process.
Friday, March 22, 2024	Regular SWAN Board Meeting	Ratify budget. Determine if Personnel Committee meeting is needed.
Friday, April 19, 2024	Regular SWAN Board Meeting	Review and approve Board Self Evaluation Form; assign date for completion. Review proposed Bylaws changes (if any). Vote on recommendation to membership; send out SWANcom notification of amendment.
Friday, May 17, 2024	Regular SWAN Board Meeting	Director Evaluation - Provide results and discuss (Executive Session). Review Board Self-Evaluation Results.
Thursday, June 6, 2024	SWAN Quarterly Meeting	Board Election Results. Vote on Bylaw amendments (if any).
Friday, June 21, 2024	Regular SWAN Board Meeting	SWAN Executive Director evaluation. Review/Write Off Allowance for Doubtful Accounts.

SWAN Board & Membership Meeting Schedule 2023 & 2024

Schedule for approved by SWAN Board

Friday, July 21, 2023	Regular SWAN Board Meeting	Midlothian Public Library
Friday, August 18, 2023	Regular SWAN Board Meeting	Canceled
Thursday, September 7, 2023	SWAN Quarterly Meeting	Oak Brook Public Library
Friday, September 15, 2023	Regular SWAN Board Meeting	Acorn Public Library District
Friday, October 20, 2023	Regular SWAN Board Meeting	Acorn Public Library District
Friday, November 17, 2023	Regular SWAN Board Meeting	Palos Heights Public Library
Thursday, December 7, 2023	SWAN Quarterly Meeting	Oak Brook Public Library
Friday, December 15, 2023	Regular SWAN Board Meeting	Homewood Public Library
Friday, January 19, 2024	Regular SWAN Board Meeting	Homewood Public Library
Friday, February 16, 2024	Regular SWAN Board Meeting	Roselle Public Library District
Thursday, March 7, 2024	SWAN Quarterly Meeting	Oak Brook Public Library
Friday, March 22, 2024	Regular SWAN Board Meeting	Bloomingtondale Public Library
Friday, April 19, 2024	Regular SWAN Board Meeting	Bloomingtondale Public Library
Friday, May 17, 2024	Regular SWAN Board Meeting	Blue Island Public Library
Thursday, June 6, 2024	SWAN Quarterly Meeting	Oak Brook Public Library
Friday, June 21, 2024	Regular SWAN Board Meeting	Midlothian Public Library

OFFICE LEASE

THIS OFFICE LEASE (“Lease”) is made effective this _____ day of _____, _____, (the “Effective Date”) by and between KMMRD ENTERPRISES, LLC – 915 HARGER, an Illinois Series Limited Liability Company (“Landlord”); and SWAN Library Services (“Tenant”).

WITNESSETH:

ARTICLE I. Summary of Selected Matters

Section 1.1 Summary of Selected Matters.

Landlord:	KMMRD ENTERPRISES, LLC – 915 HARGER, an Illinois Series Limited Liability Company
Tenant:	SWAN Library Services
Premises:	915 Harger Road Suite 260 Oak Brook, Illinois 60523
Total Leased Area:	2,746 rentable square feet
Initial Term:	Ninety-Three (93) months from Commencement Date
Commencement Date of Term:	December 1, 2024
Rent Commencement Date:	Nine (9) months after the Commencement Date (<i>see</i> Section 4.1 and Section 4.2)
Renewal Term:	Two (2) sixty (60) month options to extend
Initial Monthly Base Rent:	\$4,176.21 (\$18.25/modified gross)
Rent Abatement Period:	Nine (7) months of Base Rent and Additional Rent shall be abated (<i>see</i> Section 4.1 and Section 4.2)
Additional Rent:	Tenant will be responsible for Tenant’s Proportionate Share of the

actual annual Operating Expenses (CAM) and Real Estate Taxes in excess of the 2024 Base Year Amounts (“**Additional Rent**”) (as further defined below).

Security Deposit:

\$8,352.42 (two (2) months of Initial Base Rent

ARTICLE II. Demise and Use of the Premises

Section 2.1 Premises. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that certain office space having approximately 2,746 rentable square feet of floor area, commonly known as 915 Harger Road, Suite 260, Oak Brook, Illinois 60632 (“**Premises**”), located within the approximate 70,497 square foot building (“**Building**”) located at 915 Harger Road, Oak Brook, Illinois 60523 (“**Landlord’s Property**”). A floor plan depicting the Premises is attached hereto and incorporated herein as Exhibit A.

Section 2.2 Permitted Use/Abandonment. Tenant shall use and occupy the Premises solely for general office use (hereinafter referred to as the “**Permitted Use**”). Tenant shall not, at any time during its possession of the Premises, operate anything other than the Permitted Use at the Premises without first obtaining the written consent of Landlord.

Section 2.3 Use of Parking Lot. At all times that this Lease remains in full force and effect, Tenant, its clients and staff shall have the right to use the parking lot located adjacent to the Building on a first come first served basis, all spaces in which are shared by all tenants in the Building. Tenant shall also receive three (3) reserved parking spaces.

Section 2.4 Compliance with Laws. Tenant shall, at its sole cost and expense, comply with all federal, state, county and municipal laws, orders, ordinances and regulations and with any lawful direction made by any public officer or officers which will, with respect to the use of the Premises, impose any violation, order or duty upon Landlord or Tenant arising from Tenant’s occupancy and use of the Premises or from conditions which have been created by or at the instance of Tenant or are required by reason of a breach of any of Tenant’s covenants or obligations under this Lease.

Section 2.5 Common Areas and Amenities.

(a) Common Areas. The use and occupation by Tenant of the Premises shall include a revocable license to use in common with the others entitled thereto, the Common Areas as defined below, as may be designated from time to time by Landlord, subject however, to the terms and conditions of this Lease and to the rules and regulations (as defined below) for the use thereof as prescribed from time to time by Landlord. The term “**Common Areas**” as used in this Lease shall mean all facilities furnished on the Premises and designated by Landlord for the general use, in common with all of occupants of the

Building including Tenant, which facilities may include, but are not limited to, the parking areas, streets, passenger vehicle roadways, sidewalks, walkways, service areas, roadways, loading platforms, elevators, drainage and plumbing systems, roof, canopies, ramps, landscaped areas and other similar facilities available for common use, which may from time to time exist. Tenant shall have access to the Building three hundred sixty-five (365) days per year, twenty-four (24) hours a day, seven (7) days a week. If the amount of the Common Areas is diminished, Landlord shall not be subject to any liability nor shall Tenant be entitled to any compensation or diminution or abatement of Rent, except as otherwise provided herein, nor shall such diminution of the Common Areas be deemed constructive or actual eviction. The Common Areas shall at all times be subject to the exclusive management and control of Landlord. Landlord shall maintain the Common Areas in good repair, reasonably clear of debris.

(b) Building Amenities. The Building has a conference room (with WIFI and TV hook-up enabled and available) available to Tenant with seating for up to twenty-six (26) people. Reasonable rates for full day (\$75/day) and half day (\$45.00/day) rentals for same as determined by Landlord shall apply. A common area lunch/breakroom is also available to Tenant on the first floor of the Building. Outdoor seating is available under the entry of the Building (WIFI enabled and available), as well as picnic benches at the northeast corner of the Building.

Section 2.6 Building Rules and Regulations. Tenant shall comply and shall instruct all of Tenant's employees, guests and invitees to comply with the rules and regulations of the Building which are attached hereto and incorporated herein as Exhibit B. Landlord may, from time to time, change such rules and regulations for the safety, care, or cleanliness of the Building and related facilities, provided that such changes will not unreasonably interfere with Tenant's use of the Premises. Tenant shall be responsible for the compliance with such rules and regulations by Tenant's owners, partners, employees, guests, clients and invitees.

ARTICLE III. Term of Lease

Section 3.1 Initial Term. The initial term of this Lease shall commence on December 1, 2024 (the "**Commencement Date**"). Landlord and Tenant agree to execute the Certificate of Commencement Date attached hereto and incorporated herein as Exhibit C to confirm the agreed-upon Commencement Date. This Lease shall remain in full force and effect for a period of ninety-three (93) months after the Commencement Date (the "**Initial Term**"), unless otherwise terminated pursuant to the provisions of this Lease.

Section 3.2 Options to Renew. Provided that Tenant has not been in default of any of its obligations during the Initial Term under this Lease beyond any applicable cure periods, Tenant shall have the option to renew this Lease for two (2) additional terms of sixty (60) months (each being a "**Renewal Term**"). Unless otherwise agreed to in writing by Landlord, Tenant's option to renew this Lease shall be deemed effectively exercised only if Tenant gives Landlord written notice thereof, in accordance with the notice provisions of Article XIX of this Lease, not less than six (6) months prior to the expiration of the Initial Term or Renewal Term, as the case may be. All

terms and provisions of this Lease shall remain in full force and effect during each Renewal Term, except the Base Rent payable by Tenant during each Renewal Term shall be as set forth in Section 4.4 of this Lease.

Section 3.3 Term Defined. For purposes of this Lease, “Initial Term” and any “Renewal Term” are hereinafter sometimes referred to collectively as the “**Term.**”

ARTICLE IV. Base Rent; Additional Rent; Security Deposit; Utilities

Section 4.1 Monthly Base Rent/Rent Abatement. Tenant shall be charged no Base Rent or Additional Rent (as defined hereafter) for the first nine (9) months of the Initial Term (the “**Abatement Period**”) as set forth in Section 4.2. Upon expiration of the Abatement Period (the “**Rent Commencement Date**”) and continuing on the first (1st) day of each and every calendar month during the Initial Term, and, as applicable, on the first (1st) day of each and every calendar month during each Renewal Term, Tenant agrees to pay to Landlord, monthly base rent (“**Base Rent**”) in accordance with Section 4.3 and Section 4.4 below, without demand, offset, deduction or counterclaim of any kind whatsoever. All payments will be made payable to Landlord and delivered to: Cawley Chicago Management, Two Mid America Plaza, Suite 850, Oakbrook Terrace, Illinois 60181 or at such other place as may be designated by Landlord in writing from time to time. Base Rent to be paid to Landlord under this Lease for any period that is less than one (1) calendar month shall be prorated on a per diem basis. If any Base Rent is not paid on or within five (5) days of the date it is due, it shall bear interest at an annual rate of twelve percent (12%) from the date due until the date paid, but in no event higher than the maximum rate permitted by law (the “**Default Rate**”). Tenant shall also pay a late charge for any Base Rent paid more than five (5) days after its due date in an amount equal to five percent (5%) of such payment.

Section 4.2 Rent Abatement. During the Abatement Period which shall run from December 1, 2024 through August 31, 2025, Landlord shall abate and charge Tenant no Base Rent or Additional Rent. Any other charge due under the Lease shall remain due and owing from Tenant to Landlord during the Abatement Period.

Section 4.3 Base Rent Payable During Initial Term. During the Initial Term Tenant agrees to pay to Landlord Base Rent in the following amounts:

<u>Initial Term</u>	<u>Annual Increase</u>	<u>Monthly Rent</u>	<u>Annual Rent</u>
12/01/24 - 08/31/25	Abatement Period	None	
09/01/25 - 08/31/26	\$18.25/sq.ft./year	\$4,176.21	\$50,114.50
09/01/26 - 08/31/27	\$18.75/sq.ft./year	\$4,290.63	\$51,487.50
09/01/27 - 08/31/28	\$19.25/sq.ft./year	\$4,405.04	\$52,860.50
09/01/28 - 08/31/29	\$19.75/sq.ft./year	\$4,519.46	\$54,233.50
09/01/29 - 08/31/30	\$20.25/sq.ft./year	\$4,633.88	\$55,606.50
09/01/30 - 08/31/31	\$20.75/sq.ft./year	\$4,748.29	\$56,979.50
09/01/31 - 08/31/32	\$21.25/sq.ft./year	\$4,862.71	\$58,352.50

All payments of Base Rent as described in this Article IV shall be payable in advance on or before the first (1st) day of each calendar month during the Term of the Lease.

Section 4.4 Base Rent Payable During Renewal Terms. If Tenant has the right and timely elects to exercise its option to renew this Lease in accordance with Section 3.2 above, the Base Rent payable by Tenant during each Renewal Term, as hereinafter designated, shall be as follows:

<u>First Renewal Term</u>	<u>Annual Increase</u>	<u>Monthly Rent</u>	<u>Annual Rent</u>
09/01/32 - 08/31/33	\$21.75/sq.ft./year	\$4,977.13	\$59,725.50
09/01/33 - 08/31/34	\$22.25/sq.ft./year	\$5,091.54	\$61,098.50
09/01/34 - 08/31/35	\$22.75/sq.ft./year	\$5,205.96	\$62,471.50
09/01/35 - 08/31/36	\$23.25/sq.ft./year	\$5,320.38	\$63,844.50
09/01/36 - 08/31/37	\$23.75/sq.ft./year	\$5,434.79	\$65,217.50
<u>Second Renewal Term</u>	<u>Annual Increase</u>	<u>Monthly Rent</u>	<u>Annual Rent</u>
09/01/37 - 08/31/38	\$24.25/sq.ft./year	\$5,549.21	\$66,590.50
09/01/38 - 08/31/39	\$24.75/sq.ft./year	\$5,663.63	\$67,963.50
09/01/39 - 08/31/40	\$25.25/sq.ft./year	\$5,778.04	\$69,336.50
09/01/40 - 08/31/41	\$25.75/sq.ft./year	\$5,892.46	\$70,709.50
09/01/41 - 08/31/42	\$26.25/sq.ft./year	\$6,006.88	\$72,082.50

Section 4.5 Additional Rent. Tenant acknowledges that Base Rent does not include the cost of Real Estate Taxes (as defined hereafter) on Landlord’s Property or the Building or the Operating Expenses (as defined hereafter) for Landlord’s Property or the Building. As a result, in addition to the Base Rent payable by Tenant, Tenant shall pay to Landlord, as “**Additional Rent**”, Tenant’s Proportionate Share (as defined hereafter) of the expenses hereinafter set forth. Base Rent and Additional Rent are sometimes hereinafter collectively referred to as the “**Rent.**”

(a) Operating Expenses.

(i) Tenant shall pay to Landlord, as Additional Rent, Tenant’s Proportionate Share (defined hereafter) of the Operating Expenses for each year or partial year in excess of the year 2024, with the year 2024 being defined as the “**Base Year**” under this Lease. For purposes of this Lease, the term “**Operating Expenses**” shall mean the following: all costs of ownership, management, operation and maintenance of Landlord’s Property, the Common Areas and the Building, and any associated direct expenses, insurance, costs, fees and other disbursements paid by Landlord with respect to Landlord’s Property, the Common Areas or the Building for the applicable calendar year on an annual basis, which shall include, but not necessarily be limited to, the cost and expense incurred by Landlord for: (i) electricity, HVAC, lighting, gas and other utility charges that are attributable to the operation of Landlord’s Property, the Common Areas and the Building which are not separately metered for the Premises or any other premises

leased to other tenants in the Building; (ii) maintenance, repair and replacement of landscaping; (iii) lawn maintenance; (iv) snow plowing and snow removal; (v) waste, garbage and recycling removal, including the cost of maintaining any garbage dumpster collectively used by all tenants; (vi) repair, clean-up, maintenance and striping of the parking lot servicing the Building; (vii) maintenance, repairs and replacements to the sprinkler system and any fire, elevator, security, or alarm systems servicing the Building; (viii) maintenance, repairs and replacement of the gutters, water lines and sewer lines servicing the Building; (ix) the costs incurred by Landlord for any premiums paid for policies of insurance maintained on Landlord's Property and the Building; (x) the cost of all inspections, labor, materials and services paid or incurred by Landlord in the operation or maintenance of Landlord's Property or the Building; (xi) the cost of providing janitorial service to the Premises and Building; (xii) the cost as reasonably amortized by Landlord for any capital improvements made to the Building that is required by Landlord's insurance carrier or is required to be installed by any governmental authority, including those made for health or safety measures; and (xiii) all fees paid by Landlord at customary rates for commercial real estate with respect to management fees for the Building and Landlord's Property.

(ii) Operating Expenses shall not include: (a) any principal payments or interest expense on any loans secured by mortgages placed on the Building and Landlord's Property or any appraisal fees, legal or other professional fees associated with any sale, leasing, financing or refinancing of Building and Landlord's Property, or ground rent; (b) the cost of any work or service performed in any instance for any tenant (including Tenant) at the cost of that tenant; or (c) any cost for which Landlord has received direct reimbursement other than by payment of Base Rent or Additional Rent.

(b) Real Estate Taxes. Tenant shall pay Landlord, as Additional Rent, Tenant's Proportionate Share of all Real Estate Taxes (as hereinafter defined) for each year after the Base Year, or portion thereof, in excess of the Base Year levied against Landlord's Property falling within the Term of this Lease. The obligation of Tenant to pay its Proportionate Share of the Real Estate Taxes pursuant hereto shall survive the termination of this Lease, whether by natural expiration or for any other reason. For purposes of this Lease, the term "**Real Estate Taxes**" shall mean all federal, state and local governmental taxes, assessments and charges and general real estate taxes and assessments, special or otherwise, levied or assessed on, or that become payable because of or in connection with the ownership, leasing, management, control or operation of Landlord's Property or the Building. Real Estate Taxes shall also include, in the year paid, all fees for consultants and attorneys and all other costs incurred by Landlord in obtaining a reduction of, or a limit on the increase in, any Real Estate Taxes, up to the extent that a reduction or limitation is obtained and only if reduction is actually obtained. Real Estate Taxes shall not include any inheritance, estate, succession, transfer, gift, franchise, or capital stock tax or any income

taxes. Landlord's Property is separately assessed as one tax parcel, with the Building being the only structural improvement shown on the records of the DuPage County Collector.

(c) Payment of Additional Rent. All Additional Rent shall be payable in the same manner, and delivered to the same place, as provided for Base Rent under Section 4.1 above, including the imposition of interest and late fees assessed if not timely paid as set forth in Section 4.1, with the only exception being that payments of Additional Rent due or owing to the Landlord as provided under the terms of this Agreement shall be made on or within fifteen (15) days after demand for payment is made by Landlord. Without limiting any other obligation of Tenant that survives the expiration of the Term, the obligation of Tenant to pay Additional Rent shall survive the expiration of the Term.

(d) Tenant's Proportionate Share. For purposes of this Lease, "**Tenant's Proportionate Share**" shall be 3.90% of the Operating Expenses and Real Estate Taxes as described under this Section 4.5 which is based upon the square footage of the Premises in relation to the overall net rentable area in the Building.

(e) Commencement of Additional Rent Payments and 2024 Base Year. Tenant shall begin paying Tenant's Proportionate Share of Additional Rent each year after the Base Year commencing on January 1, 2025, and throughout the entire Term of the Lease, which shall be the amount equal to Tenant's Proportionate Share of the increase in Operating Expenses and Real Estate Taxes for any calendar year over the Base Year Operating Expenses and Real Estate Taxes. Prior to each calendar year, Landlord shall estimate the amount of Operating Expenses and Real Estate Taxes due for said year and Tenant shall pay to Landlord one-twelfth (1/12th) of such estimate on a monthly basis. Such estimate may be revised by Landlord whenever it obtains information relevant to making the estimate more accurate. After the end of each calendar year, Landlord shall deliver to Tenant a report setting forth the actual Operating Expenses and Real Estate Taxes incurred and a statement of the Operating Expenses and Real Estate Taxes Tenant has paid for such year. Within thirty (30) days after receipt, Tenant shall pay to Landlord the amount of any Additional Rent due if the estimated Additional Rent collected from Tenant is less than the actual amount of Additional Rent due from Tenant. If the estimated Additional Rent paid by Tenant exceeds the Amount of Additional rent due from Tenant, Landlord shall apply such excess as a credit toward the future Rent due from Tenant under the Lease or refund the excess amount if the Term has expired, provided that Tenant is not in default under the Lease, and in any case without interest to Tenant.

Section 4.6 Security Deposit. Concurrently with Tenant's execution of this Lease, to secure the faithful performance by Tenant of all of the covenants, conditions and agreements set forth in this Lease, including, but without limiting the generality of the foregoing, such covenants, conditions and agreements in this Lease which become applicable upon termination of this Lease by re-entry or otherwise, Tenant shall deposit with Landlord the sum of \$8,352.42 (two (2) months of Initial Base Rent) ("**Security Deposit**"), with the understanding that: (a) the Security Deposit or any portion thereof may be applied to the curing of any default that may exist beyond any cure period, at Landlord's sole election, without prejudice to any other remedy or remedies which the

Landlord may have on account thereof, and with notice and with such application in and of itself terminating this Lease, and upon such application Tenant shall pay Landlord, upon demand, the amount so applied which shall be added to the Security Deposit so the same will be restored to its original amount; (b) should Landlord's interest in the Premises be transferred or conveyed by Landlord, the Security Deposit or any balance thereof may be turned over to Landlord's transferee, and if the same be turned over as aforesaid, Tenant hereby releases Landlord from any and all liability with respect to the Security Deposit and its application or return, and Tenant agrees to look solely to such transferee for such application or return; (c) to the extent permissible by Law, Landlord or its agents shall not be obligated to hold the Security Deposit as a separate fund, but may co-mingle it with other funds; and (d) if Tenant shall faithfully perform all of the covenants and agreements in this Lease contained on the part of the Tenant to be performed, the Security Deposit, or any then remaining balance thereof, shall be returned to Tenant, without interest, within thirty (30) days after the expiration or termination of the Term.

Section 4.7 Utilities. Tenant shall pay for all utility services that are required or necessary for Tenant's Permitted Use of the Premises, including, but not limited to, electricity, security system, telephone and internet service, and shall timely pay for such services when due. Landlord represents that the Building currently is serviced by Comcast, AT&T and AT&T Fiber. Landlord represents and Tenant hereby acknowledges that electric service to the Premises is separately metered.

Section 4.8 HVAC System. As part of the Operating Expenses, Landlord shall provide electric powered, gas forced heating, ventilation and air conditioning to the Premises and Building, and Landlord shall be responsible for maintaining, repairing and replacing the HVAC System, including filter changes, as needed and as determined in Landlord's sole discretion. The hours of operation of the HVAC System shall be 6:00 a.m. – 6:00 p.m. Monday-Friday and 6:00 a.m. – 1:00 p.m. on Saturdays.

Section 4.9 Janitorial Services. As part of the Operating Expenses, Landlord shall provide janitorial service to the Premises and the Building five (5) days per week from Monday through Friday, except on commercially excepted holidays.

ARTICLE V. Improvements; Alterations; Trade Fixtures

Section 5.1 Condition of Premises. Subject to the construction and completion of the Landlord Improvements set forth in Section 5.3 of this Lease, Tenant agrees to accept the Premises in its present "**AS-IS, WHERE-IS**" condition, with no representations or warranties as to the condition and repair thereof being made by Landlord or relied upon by Tenant as of the Effective Date of this Lease.

Section 5.2 Repairs and Maintenance. Landlord shall maintain in good working order and repair the exterior and the structural portions of the Building, including the structural portions of the Premises, and the public portions of the Building interior and the Building plumbing, electrical, heating and ventilating systems to the point of connection to the Premises including, without limitation, the structural, exterior and curtain walls, common areas, sanitary, mechanical,

plumbing, electrical, sprinkler and fire safety systems within the Building. All such repairs shall be made in a good and workmanlike manner and performed with reasonable diligence and in a manner reasonably intended to minimize interference with the conduct of Tenant's business and access to the Premises. Tenant agrees to give prompt notice of any defective condition in the Premises for which Landlord may be responsible hereunder.

Section 5.3 Landlord Improvements. Landlord shall, at its sole cost and expense, undertake and complete the following improvements to the Premises, on a turnkey basis, consistent with the proposed floor plan for the Premises attached hereto and incorporated herein as Exhibit A, using standard building materials and finishes: (i) paint the Premises; (ii) install carpeting throughout the Premises; (iii) install new LED light fixtures within the Premises; (iv) install new ceiling tiles within the Premises; (v) repaint the millwork and install updated new hardware in the kitchen within the Premises; (vi) verify that all kitchen appliances within the Premises are in good working order; and (vii) undertake and complete the structural modifications within the Premises consistent with, and as identified on Exhibit A (collectively, the “**Landlord Improvements**”). All Landlord Improvements shall be fully permitted by any local or other authority having jurisdiction over the work and shall be completed in a good and workmanlike manner on or before the Commencement Date. In the event the Landlord Improvements are not completed in full by the Commencement Date, Rent shall abate after the Rent Commencement Date by one day for each day after the Commencement Date that the Landlord Improvements are not completed.

Section 5.4 Landlord and Tenant to Cooperate. Landlord and Tenant shall cooperate with each other so as to minimize any interference in completing the Landlord Improvements in a timely fashion.

Section 5.5 Tenant Improvements.

(a) Permissible Improvements Made by Tenant. After construction of the Landlord Improvements, Tenant may from time to time, at its sole cost and expense, make additional changes and improvements in the Premises. All such additional work and improvements shall:

(i) Comply with Tenant's plans that shall be tendered to Landlord for Landlord's written approval no less than sixty (60) days prior to the anticipated commencement date for any such work, which approval shall not be unreasonably withheld, with the express understanding that if, in Landlord's sole discretion, such work or improvements adversely affect the roof, structure, electrical, HVAC or plumbing systems of the Building, Landlord's approval may be withheld;

(ii) Fully comply with any and all laws, rules, regulations, codes or other requirements of any governmental or quasi-governmental authority having jurisdiction over the Premises and consistent with the requirements of Landlord's insurance carriers;

(iii) Be equal to, or exceed, the then current standards for the Premises and be performed in a good and workmanlike manner; and

(iv) Be carried out only by persons selected by Tenant and approved in writing by Landlord, which approval shall not be unreasonable withheld, who will deliver to Landlord before commencement of any work to be performed, proof of worker's compensation and commercial liability and property damage insurance coverage, with Landlord named as an additional insured, in amounts, with companies and in a form reasonably satisfactory to Landlord, which will remain in effect during the entire period in which any work is performed.

(v) Tenant shall also be responsible, at its sole cost and expense, for the maintenance, repair and replacement of any and all improvements, alterations, additions, and substitutions made by or at the request of Tenant, and for all improvements made as an addition to, or as a substitute for, the standard improvements at the Premises. Tenant shall not remove such improvements, alterations, additions or substitutions without the written consent of Landlord.

(b) Trade Fixtures and Personalty.

(i) Tenant may install and maintain in the Premises its usual trade fixtures and personal property in a proper manner, provided that no installation will interfere with or damage the mechanical or electrical systems or the structure of the Building. Landlord may require that any work that may adversely affect the structural elements or mechanical, electrical, heating, air conditioner, plumbing or other systems be performed at Tenant's cost by a contractor reasonably approved by Landlord.

(ii) All goods, effects, personal property, furnishings, furniture, trade fixtures, machinery and equipment owned by Tenant or installed at Tenant's expense at the Premises will remain the personal property of Tenant and may be removed by Tenant at any time and from time to time during the Term of this Lease, provided that Tenant will, in removing any such property, fully repair all damage to the Premises caused by such removal. In the event Tenant fails to make adequate repairs, Landlord may, in its sole discretion, undertake all work necessary and Tenant shall reimburse Landlord for any and all charges associated therewith. Notwithstanding the foregoing, Tenant shall be under no obligation to remove any Tenant Improvements unless Landlord requests removal in advance in writing.

(c) No Liens. Tenant shall pay, before delinquency, all costs for work done or caused to be done by Tenant at and within the Premises which could result in any lien or encumbrance on Landlord's interests in the Premises, the Building or Landlord's Property or any part thereof, and will keep the title to the Premises and every part thereof free and clear of any lien or encumbrance with respect to any work performed by or on behalf of Tenant, and will indemnify and hold harmless Landlord against any claim, loss, costs,

demand and legal or other expense, whether in respect to any lien or otherwise, arising out of the supply of material, services or labor for work performed by or on behalf of Tenant. Tenant will immediately notify Landlord of any such lien, claim of lien or other action of which it has or reasonably should have knowledge, and which affects the title to the Premises or any part thereof, and will cause the same to be removed by bonding or otherwise within five (5) days, failing which Landlord may take such action as Landlord deems necessary to remove same and the entire cost thereof will be immediately due and payable by Tenant to Landlord.

(d) Ownership of Tenant Improvements. All work, and all alterations, additions, substitutions and improvements made and installed by or for Tenant, whether at Tenant's or Landlord's expense, shall, at the expiration or termination of the Term, be and remain Landlord's property, except as otherwise provided above in this Section 5.5.

ARTICLE VI. Signage

Section 6.1 Nature and Payment for Signage Allowed. Landlord, at its sole cost, will provide Tenant with standard signage on the entrance to the Premises and directory signage in the main lobby of the Building.

Section 6.2 Standards for Signage. Landlord shall have the sole and exclusive right to approve all signs for the Premises, which approval shall not be unreasonably withheld. Tenant agrees to conform all of its signs to the requirements of any local or other governmental authority having jurisdiction over its signs. Tenant shall not place any posters or similar advertising in the window areas of the Premises which, in Landlord's sole determination, detract from the overall appearance of the Premises or the Building.

ARTICLE VII. Care, Maintenance and Restoration

Section 7.1 Landlord's Responsibilities. Landlord shall, at its sole cost and expense, keep, maintain, repair and replace (as necessary as determined in Landlord's sole discretion) the HVAC system serving the Premises and Building, roof and structural elements of the Premises and the Building. If Landlord is delayed in having any maintenance, repairs and replacements made pursuant to this Section 7.1, by reason of causes beyond the reasonable control of Landlord, with the exception of any maintenance, repair or replacement rendering Tenant unable to conduct its Permitted Use within the Premises, any such delay will not be deemed an eviction or disturbance of Tenant's use and possession of the Premises or render Landlord liable to Tenant for damage by abatement of Base Rent or otherwise, or relieve Tenant from performance of Tenant's obligations under this Lease unless due to the negligence of Landlord or Landlord's agents.

Section 7.2 Tenant's Responsibilities. Tenant shall, at Tenant's sole cost and expense, maintain and keep the interior of the Premises in good order, condition and repair and shall pay for the maintenance and repair of the Premises and any damage to the Premises caused by Tenant, its agents, employees or invitees. Tenant will promptly arrange with Landlord, at Tenant's sole expense, for any repairs needed within the Premises and the replacement or repair of all damaged

or broken glass (including signs thereon), fixtures and appurtenances, including hardware, electrical, plumbing and other mechanical facilities from the point of connection to and within the Premises with materials equal in quality and class to the original materials damaged or broken, within any reasonable period of time specified by Landlord. All repairs and replacements shall be made under the supervision and with the prior written approval of Landlord, using contractors or persons reasonably acceptable to Landlord. If Tenant does not promptly make such arrangements, Landlord may, but need not, make such repairs and replacements and one hundred five (105%) percent of Landlord's actual cost for such repairs and replacements shall be due and owing from Tenant and will be deemed to be damages under this Lease until so paid.

Section 7.3 Damage by Fire and Casualty. In case of damage to the Premises, Landlord's Property or the Building by fire or other casualty, Tenant will give immediate notice to Landlord and Landlord will thereupon cause the damage to be repaired, at its expense, subject to delays which may arise by reason of adjustment of loss under insurance policies and to delays beyond the reasonable control of Landlord, and to the extent and during the period that the Premises are rendered untenable, the Base Rent will be reduced by an amount representing the part of the Base Rent properly applicable to the portion of the floor area of Tenant so affected; provided, however, in the event such damage results from or was contributed to by the negligence, malfeasance or misfeasance of Tenant, Tenant's employees, agents or invitees, there will be no abatement of Base Rent, and Tenant shall be liable to Landlord for all damages, repairs, costs and expenses incurred by Landlord arising from or related to such negligence, malfeasance or misfeasance.

In the event that Landlord elects to repair the damage, Tenant may, at its option, cancel this Lease by written notice to Landlord, if Landlord has not commenced the making of the required repairs of the Premises within sixty (60) days from the date of such damage or destruction, and has not completed the making of the required repairs to the Premises and restored, replaced and rebuilt the Building and the Premises within ninety (90) days from the date of such damage or destruction. The foregoing date fixed for the completion of the required repairs and restoration work will be extended by the number of days lost as the result of labor trouble strikes, lockouts, acts of god, inability to obtain labor or materials, governmental restrictions or any other cause beyond the reasonable control of Landlord. In the event the damage to the Building will be so extensive that Landlord will decide not to repair or rebuild, this Lease will be terminated as of the date of such damage and Landlord will give written notice thereof to Tenant and the Base Rent will be adjusted to the date of such damage and Tenant will thereupon promptly vacate the Premises.

ARTICLE VIII. Tenant Covenants

Section 8.1 General Covenants. Tenant covenants and agrees as follows:

- (a) To promptly make all payments of Rent when due.
- (b) To grant Landlord, its agents, employees and contractors limited access to the Premises with prior notice, at reasonable times that do not unreasonably interfere with the conduct of Tenant's business at the Premises, to enable Landlord to examine the

Premises and to make such repairs, additions, improvements and alterations to the Premises and the Building as Landlord may deem necessary. There will be no allowance to Tenant for diminution of Rent and no liability on the part of Landlord by reason of inconvenience or injury to business arising from the making of repairs, alterations, additions or improvements in or to any portion of the Building or the Premises or in and to the fixtures, appurtenances and equipment thereof.

(c) From and after the Commencement Date, to keep the Premises in good order and condition, to make all repairs thereto necessitated by Tenant's negligence, misfeasance or malfeasance or by Tenant's use of the Premises in a manner other than as hereinabove provided in Section 2.2 of this Lease, to commit no waste on the Premises and to make repairs and replacements as needed (normal wear and tear excluded).

(d) Upon the termination of this Lease, to remove its goods and effects and those of any other person claiming under Tenant, and to deliver the Premises to Landlord peaceably, in as good order and condition as are now or hereafter may be improved by Landlord or Tenant, reasonable use and wear thereof and repairs which are Landlord's obligations excepted. Goods and effects not removed by Tenant at the termination of this Lease (or seven (7) days after termination by reason of Tenant's default) will be considered abandoned and Landlord may dispose of the same as it deems expedient, and Tenant will promptly, upon demand, reimburse Landlord for any expenses incurred by Landlord in connection therewith. All alterations, installations, additions, improvements and floor covering made and installed for Tenant by Landlord, at Landlord's expense, will remain Landlord's Property, whether movable or not. All alterations, installations, additions, improvements made and installed by Tenant, at Tenant's cost, will remain Landlord's Property, unless Landlord specifies to the contrary prior to the expiration or termination of this Lease, except those items commonly known as trade fixtures as detailed in Section 5.5 of this Lease which shall be deemed Tenant's property which may be removed provided that Tenant will restore the Premises to its original condition after removal of such trade fixtures and shall not cause or create any dangerous or hazardous condition to occur or remain in the Premises as the result of any such removal.

(e) Not to place any sign or signs on the outside of the Premises, except as previously approved by Landlord. Such approval shall not be unreasonably withheld, conditioned or delayed. The cost of installation, operation, maintenance and necessary permits for such signs will be borne by Tenant.

(f) Except to the extent otherwise specified in this Lease, not to make any material alteration of or addition to the Premises without the prior written approval of Landlord, which approval will not be unreasonably withheld.

(g) Not to create any noxious or objectionable odors or fumes in or about the Premises or the Building.

(h) Not to place a load upon any floor of the Premises that exceeds the load per square foot which such floor is designed to carry and which is allowed by law. Landlord may prescribe in a reasonable manner the weight and positions of all safes and heavy installations which Tenant wishes to place in the Premises. Any cost of structural analysis will be borne by Tenant.

(i) To otherwise fully comply with all obligations imposed upon Tenant under this Lease.

Section 8.2 Environmental Covenants. Tenant further covenants and agrees that:

(a) Tenant shall not conduct or authorize the generation, transportation, storage, treatment or disposal on or in the Premises, the Building, or Landlord's Property of which the Building is a part, of any Hazardous Substance (as hereinafter defined) without prior written authorization by Landlord, which authorization may be withheld in Landlord's sole discretion. Tenant's failure to comply with the provisions of this Section shall constitute a default under this Lease.

(b) For purposes of this Lease, "**Hazardous Substance**" means any matter giving rise to liability under the Resources Conservation Recovery Act ("**RCRA**"), 42 U.S.C. Section 6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act ("**CERCLA**"), 52 U.S.C. Section 9601 et seq., the Illinois Environmental Protection Act ("**IEPA**"), or any common law theory based on nuisance or strict liability, including without limitation, petroleum products, asbestos, polychlorinated biphenyls, radioactive materials and all other dangerous, toxic or hazardous pollutants, contaminants, chemicals, materials or substances listed or identified in, or regulated by, any federal, state, county, municipal, local or other statutes, laws, ordinances and regulations.

(c) If the presence, release, threat of release, placement on or in the Premises, or any portion of the Premises, or the generation, transportation, storage, treatment, or disposal at the Premises, or any portion of the Premises of any Hazardous Substance that is caused by Tenant; and (i) gives rise to liability (including, but not limited to, a response action, remedial action, or removal action) under RCRA, CERCLA, the IEPA, or any common law theory based on nuisance or strict liability; (ii) causes an adverse public health effect; or (iii) pollutes, or threatens to pollute, the environment, Tenant shall promptly take, at Tenant's sole cost and expense, any and all remedial and removal action necessary to clean up the Premises, or any portion of the Premises, and mitigate exposure to liability arising from the hazardous substance, whether or not required by law.

(d) Tenant shall indemnify Landlord to the same extent, and in the same manner, as hereinafter provided in Article IX below, from any breach of Tenant's obligations under this Section, which indemnification shall survive the expiration or termination of this Lease.

ARTICLE IX. Insurance and Indemnification

Section 9.1 Coverage. Tenant, at its sole cost and expense, shall obtain and maintain in effect as long as this Lease remains in effect and during such other time as Tenant occupies the Premises, or any part thereof, insurance policies in accordance with the following provisions.

(a) Using Commercial General Liability and Umbrella insurance policies, including insurance against assumed or contractual liability under this Lease, with respect to the Premises, to afford protection with limits, per occurrence, of not less than \$1,000,000, combined single limit, with respect to personal injury, bodily injury, including death, and property damage and \$2,000,000 aggregate (occurrence form).

(b) All-Risk Property insurance policy, including theft, written at replacement cost value and with replacement cost endorsement, covering all of Tenant's personal property in the Premises, such insurance to provide for no deductible greater than \$5,000.

(c) Worker's Compensation insurance policy offering statutory coverage and containing statutory limits, which policy shall also provide Employer's Liability Coverage of not less than \$500,000 per occurrence.

(d) Tenant shall require any contractor retained by it to perform work on the Premises to carry and maintain, at no expense to Landlord, during such times as contractor is working in the Premises, a non-deductible (a) commercial general liability insurance policy, including, but not limited to, contractor's liability coverage, contractual liability coverage, completed operations coverage, broad form property damage endorsement and contractor's protective liability coverage, to afford protection with limits per person and for each occurrence, of not less than \$1,000,000, combined single limit, and with respect to personal injury and death and property damage, \$1,000,000 aggregate (occurrence form) and \$1,000,000 aggregate completed operations; (b) automobile liability insurance in the amount of \$1,000,000 combined single limit for bodily injury and property damage; (c) worker's compensation insurance or similar insurance in form and amounts as required by law; and (d) any other insurance reasonably required of Tenant by Landlord or any mortgagee.

(e) Notwithstanding anything set forth above in this Section 9.1 to the contrary, all dollar limits specified herein shall be increased from time to time as reasonably necessary to effect economically equivalent insurance coverage, or coverage deemed adequate in light of then existing circumstances.

(f) All such policies shall be maintained with companies duly licensed and qualified to do business in the State of Illinois and in form reasonably acceptable to Landlord and will be written as primary policy coverage and not contributing with, or in excess of, any coverage which Landlord shall carry. Such policies shall be provided on an occurrence form basis unless otherwise approved by Landlord. The Commercial General Liability policy shall include Landlord and its managing agent as additional insureds. Such

policies shall also contain a waiver of subrogation provision and a provision stating that such policy or policies shall not be canceled, non-renewed, or reduced in coverage except after thirty (30) day's written notice, said notice to be given in the manner required by this Lease to Landlord. All such policies of insurance shall be effective as of the date Tenant occupies the Premises and shall be maintained in force at all times during the Term of this Lease and all other times during which Tenant shall occupy the Premises. Tenant shall deposit certificates of the policy or policies of such required insurance with Landlord prior to the Commencement Date.

Section 9.2 Tenant's Failure to Insure. If Tenant shall fail to obtain insurance as required under Section 9.1, Landlord may, but shall not be obligated to, obtain such insurance, and in such event, Tenant shall pay the premium for such insurance upon demand by Landlord. Landlord agrees to provide Tenant with seven (7) days' notice of the Landlord's intent to obtain insurance and enable Tenant to cure the insurance lapse.

Section 9.3 Compliance with Policies. Tenant shall not do or allow to be done, or keep, or allow to be kept, anything in, upon or about the Premises which will contravene Landlord's policies insuring against loss or damage by fire, other casualty, or any other cause, including without limitation, public liability, or which will prevent Landlord from procuring such policies in companies acceptable to Landlord. If any act or failure to act by Tenant in and about the Building and the Premises shall cause the rates with respect to Landlord's insurance policies to be increased beyond those rates that would normally be applicable for such limits of coverage, Tenant shall pay the amount of any such increases directly resulting therefrom upon demand by Landlord subject to, prior to Tenant incurring any such charge, Landlord will provide Tenant with prior written notice thereof and a reasonable opportunity to modify its conduct to avoid such expense.

Tenant will not do or permit to be done any act or thing upon the Premises which will invalidate or be in conflict with the terms of any insurance policies covering the Premises and the fixtures and property therein and Tenant will, at its own expense, comply in its use of the Premises with all rules, regulations and requirements of the National Board of Fire Underwriters or any state or other similar body having jurisdiction and will not do or permit to be done in or upon the Premises or bring or keep anything therein or use the Premises in a manner which increases the rate of fire insurance upon the Premises or on any property or equipment located therein, unless first approved by Landlord and Tenant agrees to pay any such increase in Landlord's insurance premiums directly resulting therefrom subject to, prior to Tenant incurring any such charge, Landlord will provide Tenant with prior written notice thereof and a reasonable opportunity to modify its conduct to avoid such expense.

Section 9.4 Landlord's Insurance. Landlord shall carry Commercial General Liability insurance and All-Risk Property insurance on Landlord's Property, excluding Tenant's personal property.

Section 9.5 Tenant's Indemnity. Tenant shall indemnify, defend and hold harmless Landlord and its officers, directors, members, employees, attorneys, agents and successors and assigns (hereafter the "**Landlord Indemnitees**") from and against all claims for damage to person

or property arising from Tenant's use of the Premises or from the conduct of Tenant's business or from any activity done, permitted or suffered by Tenant in or about the Premises, the Building, Landlord's Property or elsewhere. Tenant will further indemnify, defend and hold harmless the Landlord Indemnitees from and against all claims, costs and expenses arising from any default in the performance of any Tenant obligation under the terms and conditions of this Lease, or arising from any act or omission of Tenant or any of Tenant's officers, employees, agents, contractors, sublessees or invitees and from and against all costs, reasonable attorney fees, expenses and liabilities incurred by Landlord as a result of any such use, conduct, or from any activity done, permitted or suffered or any such breach, default or negligence. The indemnity provided under this Section 9.5 shall survive the expiration or termination of this Lease. Tenant hereby assumes all risk of damage to property of Tenant or injury to persons in or about the Premises arising from any cause or by any other tenant in the Building and Tenant hereby waives all claims in respect thereof against Landlord. Notwithstanding anything to the contrary hereinabove contained, the indemnity by Tenant in this Section 9.5 shall not apply to any damage to person or property, claim, costs, expense, attorney fees or liabilities to the extent caused by the negligent acts or omissions or willful misconduct of Landlord, its employees, agents or contractors.

Section 9.6 Landlord's Indemnity. Landlord shall indemnify, defend and hold harmless Tenant, and its officers, directors, members, employees, agents, successors and assigns (hereafter the "**Tenant Indemnitees**") from and against all claims, damages, losses, liabilities, costs and expenses, including reasonable attorney fees and expenses which may be imposed upon, incurred by, or asserted against any of the Tenant Indemnitees by any other party or parties that arise from: (i) Landlord's default in the performance of any of Landlord's obligations under the terms and conditions of this Lease; (ii) the negligent acts or omissions or willful misconduct of Landlord, or any of Landlord's employees, agents, contractors or invitees; and (iii) any activity done at the Premises, the Building, or Landlord's Property permitted or suffered by the negligent or intentional acts or omissions of Landlord, or its agents and employees.

Section 9.7 Waiver of Subrogation. Notwithstanding anything to the contrary contained in this Lease, Tenant and Landlord release each other and waive any right of recovery, whether direct or by way of subrogation, against each other, their agents, officers and employees, for any loss of or damage to their respective property, which occurs in or about the Building or Premises (regardless of the cause or origin, including negligence of either party, or their agents, officers or employees) to the extent that such loss or damage is covered under the insurance required hereunder. The parties agree to immediately give each insurance company providing insurance relating to this Lease, notice of the terms of these mutual waivers, and, if necessary, to have the insurance policies properly endorsed, so as to prevent the invalidation of the insurance coverages by reason of the mutual waivers contained in this Section.

ARTICLE X. Subordination & Attornment

Section 10.1 Subordination, Non-Disturbance and Attornment. This Lease and all the rights of Tenant hereunder are subordinate to the terms of any mortgage, ground lease or sublease which may affect Landlord's Property of which the Premises is a part. It is the intention of the parties that this provision be self-operative and that no further instrument will be required to affect

such subordination of this Lease. Tenant will, however, upon request, execute, acknowledge and deliver to Landlord, without expense to Landlord, any and all instruments that may be necessary to subordinate this Lease to any such mortgage, ground lease or sublease, as the case may be, or to confirm or evidence said subordination, which instrument will provide that the Tenant's rights of occupancy will not be disturbed so long as the Tenant is not in default under any lease entered into in respect of the Premises. Tenant agrees, in the event any proceedings are brought for the foreclosure of any such mortgage, ground lease or sublease, to attorn to the mortgagee or lessor, as the case may be, as the Landlord under this Lease, provided that Tenant's rights of occupancy will not be disturbed so long as the Tenant is not in default under any lease entered into in respect of the Premises. Tenant agrees to execute and deliver at any time, upon the request of Landlord or of any holder of such mortgage, any instrument which, in the sole judgment of such requesting party, may be necessary or appropriate in any such summary or foreclosure proceeding or otherwise to evidence such attornment and non-disturbance. In the event such instrument is not executed within fifteen (15) days of written request by Landlord, Tenant hereby irrevocably appoints the Landlord, and/or holder of such mortgage, as its attorney-in-fact, to execute and deliver on behalf of Tenant any such instrument.

ARTICLE XI. Condemnation

Section 11.1 Taking.

(a) If all or a substantial portion of Landlord's Property, the Building or the Premises shall be taken or condemned by any competent authority for any public or quasi-public use or purpose (a "**taking**"), or if the configuration of any street, or alley, adjacent to Landlord's Property is changed by any competent authority and such taking or change in configuration is such that Landlord cannot remodel or reconstruct the Building or Premises or Tenant's use of or access to the Building or Premises is impaired to the extent that the Building or Premises cannot be economically used for Tenant's Permitted Use as set forth under Section 2.2 of this Lease, this Lease shall terminate at Tenant's option by notice to Landlord and the Base Rent shall be abated effective upon the date of taking.

(b) If less than a substantial part of Landlord's Property, the Building or the Premises shall be taken as set forth in this Section 11.1, so that Landlord's Property, the Building and Premises can be economically used for Tenant's Permitted Use once the balance of Landlord's Property, Building and the Premises is restored to the extent necessary, this Lease shall not terminate but Landlord shall forthwith at its sole expense remodel and reconstruct the Premises to make the same tenantable and economically suitable for the uses for Tenant's Permitted Use set forth in Section 2.2 of this Lease. The Base Rent payable hereunder during the remainder of the Term shall be adjusted equitably using those factors set forth in Section 7.3 of this Lease.

Section 11.2 Just Compensation Award. In the event of any taking or damaging of Landlord's Property, the Building or the Premises, in whole or in part, temporary or permanent, the entire resulting just compensation award shall belong to Landlord without any deduction from such award for the value of the unexpired term of this Lease, or for any other estate or interest in

the Premises now or later vesting in Tenant. Tenant hereby assigns to Landlord all of its right, title and interest in and to any and all such just compensation and damage awards.

Tenant hereby acknowledges that the Base Rent payable by Tenant under the terms of this Lease reflects fair cash market value and is not below fair cash market value, and Landlord hereby acknowledges that Tenant retains the full right to recover relocation compensation, if any, as provided under Section 30/10-5-62 of the Eminent Domain Act, 735 ILCS 30/1-1-1, *et seq.*

ARTICLE XII. Landlord's Right to Perform Tenant's Obligations

Section 12.1 Landlord's Right to Perform. If Tenant defaults in the performance of any obligations under this Lease, Landlord (without being under any obligation to do so and without thereby waiving such default) may remedy such default for the account and, at the expense of Tenant. In case of an emergency, Landlord may immediately, and without notice to Tenant, remedy such default. In any other case, Landlord may remedy a default after giving written notice thereof to Tenant, and Tenant then fails to diligently and expeditiously pursue the remedy of such default. If Landlord makes any expenditures or incurs any obligations for the payment of money in connection with performing Tenant's obligations, such sums paid or obligations incurred will be paid to Landlord by Tenant on demand and with interest at the highest rate permitted by law.

ARTICLE XIII. Assignment and Subletting

Section 13.1 Assignment and Subletting By Tenant.

(a) During the Term or any Renewal Term, Tenant shall have the right, with Landlord's approval and written consent, which approval and consent shall not be unreasonably withheld or delayed, to sublet or assign the Premises, or any part thereof, to: (i) any successor of Tenant resulting from a merger, consolidation, sale or acquisition; or (ii) any other entity or person acceptable to Landlord who demonstrates the legal and financial wherewithal to fully assume and comply with the Tenant obligations under this Lease (a "**Permitted Transfer**"). Any attempt to sublet or assign any part of the Premises without Landlord's consent shall be null and void and shall not confer any rights upon any purported transferee, assignee, mortgagee, sublessee or occupant. No Permitted Transfer shall be deemed to release Tenant from any of its obligations hereunder. Tenant hereby indemnifies Landlord against liability resulting from any claim made against Landlord by any assignee or subtenant or by any broker claiming a commission in connection with any proposed Permitted Transfer or any unauthorized subletting or assignment of any part of the Premises.

(b) No later than twenty-one (21) days prior to any proposed Permitted Transfer or, if not feasible under the circumstance (due to confidentiality obligations, for example), as promptly as possible, Tenant shall provide to Landlord written notice of the proposed Permitted Transfer along with a check in the amount of Five Hundred Dollars (\$500.00) payable to Landlord and all documentation that supports Tenant's claim that it is a Permitted Transfer, as defined herein, so that Landlord can evaluate and determine whether

Landlord agrees it meets the definition of a Permitted Transfer. Landlord shall immediately notify Tenant in writing if it does not agree that the proposed assignee is a Permitted Transfer, specifying the reason therefore, which, for avoidance of doubt, shall be limited to failure to satisfy the definition of a Permitted Transfer.

(c) Landlord's consent to any Permitted Transfer shall be effective upon the execution by Tenant, the transferee and Landlord of a written assignment in which the transferee shall agree to assume, observe, perform, and be bound by, all of Tenant's obligations under this Lease in a form reasonably satisfactory both to Landlord and Tenant.

Section 13.2 By Landlord. Landlord shall have the right to transfer its interest in this Lease, provided that the transferee agrees to assume all of Landlord's obligations under this Lease and agrees to all other terms and conditions herein.

ARTICLE XIV. Default

Section 14.1 Events of Default. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant ("**Event of Default**"):

(a) If Tenant abandons or vacates the Premises for a period of sixty (60) days or more consecutive days; or

(b) If Tenant fails to pay any Rent or any other charges required to be paid by Tenant within five (5) business days after the date due under this Lease and receipt of written notice notifying Tenant of the delinquency provided Tenant has not cured in the intervening time period; or

(c) If Tenant fails to promptly and fully perform any other covenant, condition or agreement contained in this Lease and such failure continues for thirty (30) days after written notice thereof from Landlord to Tenant; provided, however, that if the nature of any such default is such that the same cannot be cured within thirty (30) days, Tenant shall have such additional period of time as may be necessary to cure such default provided that it commences to cure said default within the thirty (30) day period and proceeds diligently thereafter to complete such cure, and provided further that such default is cured within one hundred twenty (120) days from the date of Landlord's notice to Tenant; or

(d) If a writ of attachment or execution is levied on this Lease caused by the conduct of Tenant or Tenant's employees or agents, that is not vacated or dismissed within forty-five (45) days from the issuance thereof; or

(e) If Tenant makes a general assignment for the benefit of creditors, or provides for an arrangement, composition, extension or adjustment with its creditors; or

(f) If Tenant files a voluntary petition for relief or if a petition against Tenant in a proceeding under the federal bankruptcy laws or other insolvency laws is filed and not withdrawn or dismissed within forty-five (45) days thereafter, or if under the provisions of

any law providing for reorganization or winding up of corporations, any court of competent jurisdiction assumes jurisdiction, custody or control of Tenant or any substantial part of its property and such jurisdiction, custody or control remains in force unrelinquished, unstayed or unterminated for a period of forty-five (45) days; or

(g) If in any proceeding or action which Tenant is a party, a trustee, or receiver, agent or custodian is appointed to take charge of the Premises for the purpose of enforcing a lien against the Premises; or

(h) If Tenant shall falsify any document required to be furnished to Landlord under the terms of this Lease; or

(i) If, on two (2) or more occasions during a twelve (12)-month period during the Term, Tenant defaults under the terms of this Lease in the manner described in either or both of (b) and (c) above in this Section 14.1, it being understood that Landlord shall have the right, in its sole discretion, to declare that a default under this subsection is deemed to constitute a default which is incapable of cure.

Section 14.2 Remedies. Upon the occurrence of an Event of Default, Landlord, with notice to Tenant in any instance (except where expressly provided for below or by applicable law), may do any one or more of the following:

(a) Perform, on behalf and at the expense of Tenant, any obligation of Tenant under this Lease which Tenant has failed to perform and of which Landlord shall have given Tenant notice, the cost of which performance by Landlord, together with interest thereon at the Default Rate from the date of such expenditure, shall be payable by Tenant to Landlord upon demand. Notwithstanding the provisions of this clause (a) and regardless of whether an Event of Default shall have occurred, Landlord may exercise the remedy described in clause (a) without any notice to Tenant if Landlord, in its good faith judgment, believes it would be materially injured by failure to take immediate action or if the unperformed obligation of Tenant constitutes an emergency;

(b) Elect to terminate this Lease by giving notice of such election to Tenant, and re-enter the Premises, by summary proceedings or otherwise, and remove Tenant and all other persons and property from the Premises, and store such property in a public warehouse or elsewhere at the cost of and for the account of Tenant without resort to legal process and without Landlord being deemed guilty of trespass or becoming liable for any loss or damage occasioned thereby, but only to the extent permitted by law, and without it being deemed to release Tenant, in whole or in part, from Tenant's obligation to pay Rent until such time as Landlord has relet the Premises to a new tenant for the same amount or higher Rent and for the balance of the Term;

(c) To the extent permitted by law, elect to terminate Tenant's possession of the Premises, without terminating the Lease, whereupon Landlord may, at Landlord's election, enter into the Premises, remove any persons, personalty, Tenant signs and other evidences of tenancy and take and hold possession of those items without said entry and

taking possession being deemed a trespass or being deemed a termination of the Lease, but only to the extent permitted by law, or releasing Tenant, in whole or in part, from Tenant's obligation to pay Rent until such time as Landlord has relet the Premises to a new tenant for the same amount or higher Rent and for the balance of the Term;

(d) Declare any option which Tenant may have to renew this Lease to be null and void and of no further force and effect; or

(e) Exercise any other legal or equitable right or remedy which it may have under Illinois law.

Any costs and expenses incurred by Landlord in enforcing any of its rights or remedies under this Lease shall be paid to Landlord by Tenant upon demand.

Section 14.3 Damages. If this Lease or possession of the Premises is terminated by Landlord pursuant to Section 14.1(b) or 14.1(c), Tenant shall nevertheless remain liable for, not as a penalty but as consideration of the loss of Landlord's bargain under the Lease: (a) all Rent and damages due or sustained prior to such termination and which shall be deemed to be immediately due and payable; (b) all reasonable costs, and expenses incurred by Landlord in pursuit of its remedies hereunder or in renting the Premises to others from time to time; and (c) additional damages to compensate Landlord for loss of Rent resulting from termination of the Lease through the end of the Term which, at the election of Landlord, shall be either:

(a) An amount equal to the Rent which, but for termination of this Lease, would have become due during the remainder of the Term, less the amount of Rent, if any, which Landlord shall receive during such period from others to whom the Premises may be leased, in which case such damages shall be computed and payable in monthly installments, in advance, on the first (1st) day of each calendar month following termination of the Lease and continuing until the date on which the Term would have expired but for such termination with the understanding that any suit or action brought to collect any such damages for any month shall not in any manner prejudice the right of Landlord to collect any damages for any subsequent month by a similar proceeding; or

(b) An amount equal to the present worth (as of the date of such termination) of the Rent which, but for termination of this Lease, would have become due during the remainder of the Term, in which case such damages shall be payable to Landlord in one lump sum on demand and shall bear interest at the Default Rate until paid. For purposes of this clause (ii), "present worth" shall be computed by discounting such unpaid Rent for the balance of the Term to its present worth at a discount rate equal to one percentage point above the discount rate then in effect at the Federal Reserve Bank nearest to the location of the Premises.

Damages shall be due and payable immediately upon demand by Landlord following any termination of this Lease or possession pursuant to Section 14.2.

If this Lease is terminated pursuant to Section 14.2, Landlord agrees that it shall fully comply with its legal duty under Illinois law to mitigate damages, but shall have no obligation to re-let the Premises, or any part thereof, to any specific tenant or for a specific term. The election to re-let the Premises shall be on terms and for a term that Landlord, in Landlord's sole discretion, shall determine. The failure or refusal of Landlord to re-lease the Premises or any part thereof shall not release or affect Tenant's liability for damages unless a Court of competent jurisdiction determines that Landlord has not met its duty to mitigate damages.

Notwithstanding the above, in the event of the termination of this Lease by reason of Tenant's bankruptcy or insolvency, Landlord shall have the right to prove and/or obtain as damages an amount equal to the greater of the maximum allowed under the Lease or any statute or rule of law in effect at the time. The failure or refusal of Landlord to relet the Premises or any part or parts thereof shall not release or affect Tenant's liability for Rent or damages under such circumstances.

Section 14.4 No Waiver. No act or omission by Landlord shall be deemed to be an acceptance of a surrender of the Premises or a termination of Tenant's liabilities hereunder, unless Landlord shall execute a written release of Tenant. Tenant's liability hereunder shall not be terminated by the execution by Landlord of any new lease for all or any portion of the Premises or the acceptance of rent from any assignee or subtenant.

Section 14.5 Remedies Not Exclusive. All rights and remedies of both parties hereto set forth in this Lease shall be cumulative, and none shall exclude any other right or remedy, now or hereafter allowed by or available under any statute, ordinance, rule of court, or the common law, either at law or in equity, or both. For the purposes of any suit brought or based hereon, this Lease shall be construed to be a divisible contract, to the end that successive actions may be maintained on this Lease as successive periodic sums shall mature hereunder. The failure of both parties hereto to insist, in any one or more instances, upon a strict performance of any of the covenants, terms and conditions of this Lease or to exercise any right or option herein contained shall not be construed as a waiver or a relinquishment for the future, of such covenant, term, condition, right or option, but the same shall continue and remain in full force and effect unless the contrary is expressed by Landlord in writing. The receipt by Landlord of Rent hereunder, with knowledge of the breach of any covenant hereof or the receipt by Landlord of less than the full Rent due hereunder from Tenant, shall not be deemed a waiver of such breach or of Landlord's right to receive the full Rent hereunder, and no waiver by Landlord of any provision hereof shall be deemed to have been made unless expressed in writing and signed by Landlord.

Section 14.6 Non-Waiver. The waiver of a breach of any provision, term or condition of this Lease will not be taken to be a waiver of any subsequent breach of the same or any other provision, term or condition. The acceptance of rent by Landlord will not be a waiver of any preceding breach by Tenant of any provision hereof regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent.

ARTICLE XV. Holdover

Section 15.1 Holdover. Tenant agrees to vacate the Premises at the end of the Term, or earlier termination thereof, and Landlord shall be entitled to the benefit of all summary proceedings to recover possession of the Premises at the end of the Term. If Tenant remains in possession of the Premises after the expiration of the Term, such action shall not renew this Lease by operation of law and nothing herein shall be deemed as a consent by Landlord to Tenant's remaining in the Premises. If Tenant fails to vacate the Premises as required, Landlord may consider Tenant as a “**Tenant-Holding Over**” liable for an amount equal to one hundred fifty percent (150%) of the amount of Base Rent payable by Tenant pursuant to the terms of this Lease and any amendment thereto, on the last day of the Term. In any event, all other covenants of this Lease shall remain in full force and effect.

ARTICLE XVI. Covenant of Quiet Enjoyment

Section 16.1 Covenant of Quiet Enjoyment. Landlord covenants that upon Tenant’s paying Base Rent and observing and performing all the terms, covenants and conditions of this Lease, Tenant may peaceably and quietly have, hold and enjoy the Premises through the Term of this Lease.

ARTICLE XVII. Landlord’s Access to Premises

Section 17.1 Landlord’s Access to Premises. At all times during the Term of this Lease, Landlord reserves the right to enter the Premises after having provided at least twenty four (24) hours prior notice and at such reasonable hours and times as are required or necessary in order for Landlord to inspect the Premises or to make repairs, additions, or alterations to the Building, to show the Premises to prospective tenants or purchasers, and to display during the last six (6) months of the Term of this Lease, “For Rent,” or similar signage on the windows or doors of the Premises, provided that such entry does not unreasonably interfere with Tenant’s business operations. The exercise by Landlord of any of its rights under this Article shall not be deemed an eviction or disturbance of Tenant’s use and/or possession of the Premises.

ARTICLE XVIII. Brokerage

Section 18.1 Brokerage. Landlord and Tenant represent that Landlord and Tenant have not dealt with any other brokers except for Lee & Associates of Illinois, LLC (Tony Russo on behalf of Landlord; and Grant Bollman on behalf of Tenant), and no other broker negotiated this Lease on behalf of Landlord or Tenant or is entitled to any commission in connection therewith. Any commission due to the foregoing brokers shall be paid by Landlord under a separate agreement between Landlord and said broker and by Tenant under a separate agreement between Tenant and said broker.

ARTICLE XIX. Notices

Section 19.1 Notices. Other than routine communications between Landlord and Tenant which may be done by email, any notice, election or other communication which is required to be given, or which may be given, pursuant to this Lease, shall be in writing and shall be given by any of the following: (i) hand delivery (with the recipient giving a signed and dated receipt therefor); (ii) by certified mail, return receipt requested; (iii) by nationally recognized overnight delivery service; or (iv) electronic mail correspondence. Any such communication given by hand delivery shall be deemed given and received when actually delivered, as evidenced by the written receipt obtained on such delivery. Any such communication given by certified mail, return receipt requested, shall be deemed given when deposited in the U.S. Mail with postage prepaid, and properly addressed to the intended recipient at the address set forth below, or at such other address of which written notice has been given in accordance with this Article, and shall be deemed received when actually received, as evidenced by the return receipt, or when delivery was first attempted, if delivery is refused or not accepted. Any such communication given by nationally recognized overnight delivery service shall be deemed given when accepted for delivery by such delivery service, and properly addressed to the intended recipient at the address set forth below, or at such other address of which notice has been given pursuant to this Article, and shall be deemed received on the following, regularly scheduled delivery date of such service. Any such communication given by electronic mail correspondence shall be deemed given when sent if sent prior to 5:00 p.m. Central Standard Time on a Monday through Friday which is not a nationally recognized holiday and shall be deemed given at 9:00 am on the next non-holiday day if sent after 5:00pm or on a Saturday, Sunday or nationally recognized holiday.

Landlord KMMRD Enterprises, LLC – 915 Harger
 Attn: Kenneth M. Koziol
 1681 Greene Ridge Drive
 Naperville, Illinois 60565

With a copy to:

KMMRD Enterprises, LLC – 915 Harger
c/o Cawley Chicago Management
Attention: Dan Gallagher
Two Mid America Plaza, Suite 850
Oakbrook Terrace, Illinois 60181
(630) 729-7931
Email: dgallagher@cawleychicago.com

Tenant SWAN Library Services
 Attn: Aaron Skog

Phone: 630-326-7022
Email: aaron@swanlibraries.net

ARTICLE XX. Miscellaneous Provisions

Section 20.1 Force Majeure. If either party hereto shall be delayed, hindered or prevented from the performance of any act or obligation required hereunder by reason of strikes, lockouts, labor troubles, the inability to procure materials, restrictive governmental laws or regulations, power failure, riots, insurrection, war, acts of god, pandemic, epidemic or by other cause without fault and beyond the control of the party obligated, but specifically not including financial distress or inability, the time required for performance shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay; provided, however, nothing contained in this Section 20.1 shall excuse Tenant from the prompt payment of Rent or any other payment at the time due under this Lease. It shall be a condition precedent to a party's right to claim an extension due to an event of force majeure that the party notify the other, in writing, promptly after the occurrence of the cause, specifying the nature of the cause and the anticipated time necessary for performance.

Section 20.2 Captions. The captions in this Lease are inserted for reference only and do not define or limit the scope of this Lease or any provision thereof.

Section 20.3 Severability. If any provision of this Lease is held invalid or unenforceable, then such provision shall be deemed to be modified to the extent and in the manner necessary to render it valid and enforceable, or if the provision cannot be so modified, it shall be deemed stricken from this Lease and not be held to affect any other provision hereof.

Section 20.4 No Recording. Tenant shall not record this Lease, or any memorandum thereof without the express written consent of the Landlord.

Section 20.5 Binding Effect. The covenants and conditions contained in the Lease shall apply to and bind the parties and the heirs, legal representatives, successor and permitted assigns of the Parties.

Section 20.6 Governing Law and Attorney Fees. This Lease shall be governed by and construed in accordance with the laws of the State of Illinois. Any suit brought by either party pursuant to this Lease shall be filed in the Eighteenth Judicial Circuit Court of Illinois (DuPage County) or in the Northern District of Illinois and the prevailing party, as determined by the court in any such proceeding, shall be entitled to recover its reasonable attorney fees, costs and expenses.

Section 20.7 Benefit. This Lease will be binding upon and inure to the benefit of Landlord and Tenant and their respective heirs, legal representatives, successors and permitted assigns.

Section 20.8 No Third-Party Beneficiaries. This Lease is for the sole benefit of Landlord and Tenant and their respective heirs, legal representatives, successors and permitted assigns. There are no third-party beneficiaries of this Lease and nothing in this Lease, express or implied, is intended to confer on any person other than the parties hereto (and their respective heirs, legal representatives, successors and permitted assigns) any rights, remedies, obligations or liabilities.

Section 20.9 Entire Agreement. This Lease contains the entire agreement between Landlord and Tenant with respect to the subject matter hereof, and supersedes all prior leases, agreements, understandings, communications and discussions, whether oral or written. This Lease may be amended only by a written instrument signed by both Landlord and Tenant.

Section 20.10 Counterparts. This Lease may be executed in multiple counterparts, each of which shall constitute an original for all purposes, but, collectively, constitute one and the same Lease.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Office Lease to be executed by their duly authorized representatives the day and year first above written.

LANDLORD:

TENANT:

**KMMRD ENTERPRISES LLC –
915 HARGER, an Illinois Series
Limited Liability Company**

SWAN Library Services

BY: _____
Kenneth M. Koziol

ITS: Manager

BY: _____

ITS: _____

BY: _____

ITS: _____

**EXHIBIT A
FLOOR PLAN**

**915 HARGER ROAD
SUITE 260 | OAK BROOK**

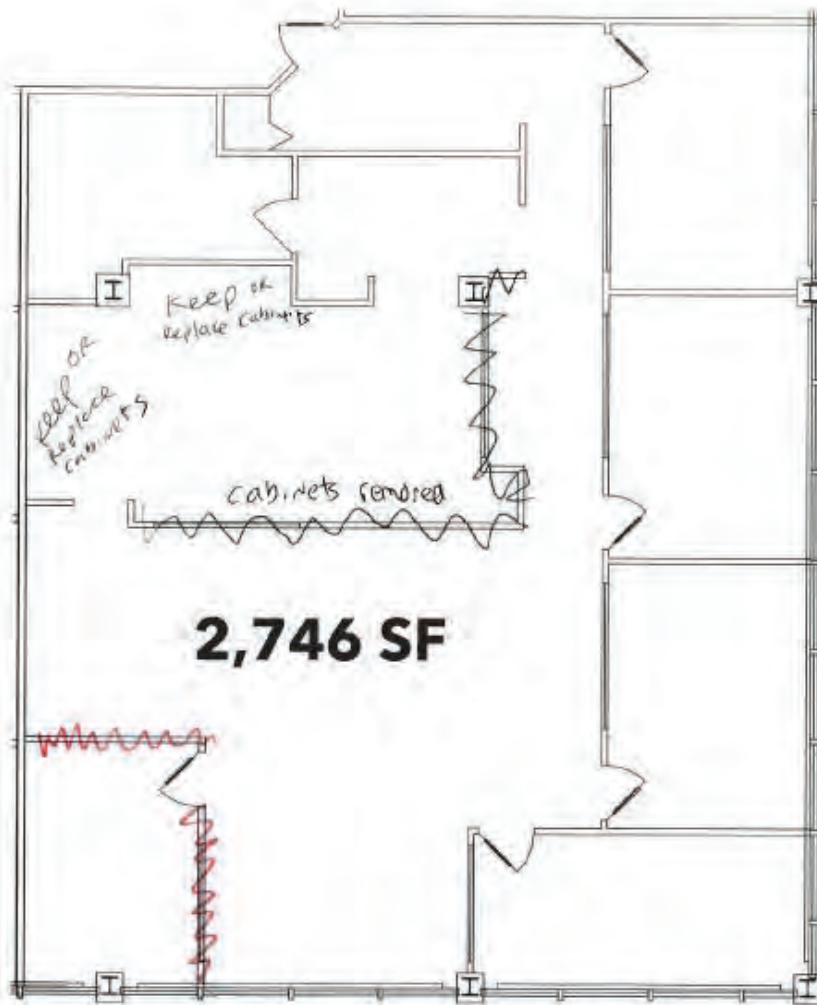


EXHIBIT B
BUILDING RULES AND REGULATIONS

EXHIBIT C
FORM CERTIFICATE OF COMMENCEMENT DATE

CERTIFICATE OF COMMENCEMENT DATE

With respect to that certain Lease dated _____ (the “**Lease**”) for the premises commonly known as 915 Harger Road, Suite 260, Oak Brook, Illinois 60523, the undersigned certifies and agrees that the date of commencement of the Initial Term of the Lease is _____ (“**Commencement Date**”).

LANDLORD:

TENANT:

**KMMRD ENTERPRISES LLC –
915 HARGER, an Illinois Series
Limited Liability Company**

SWAN Library Services

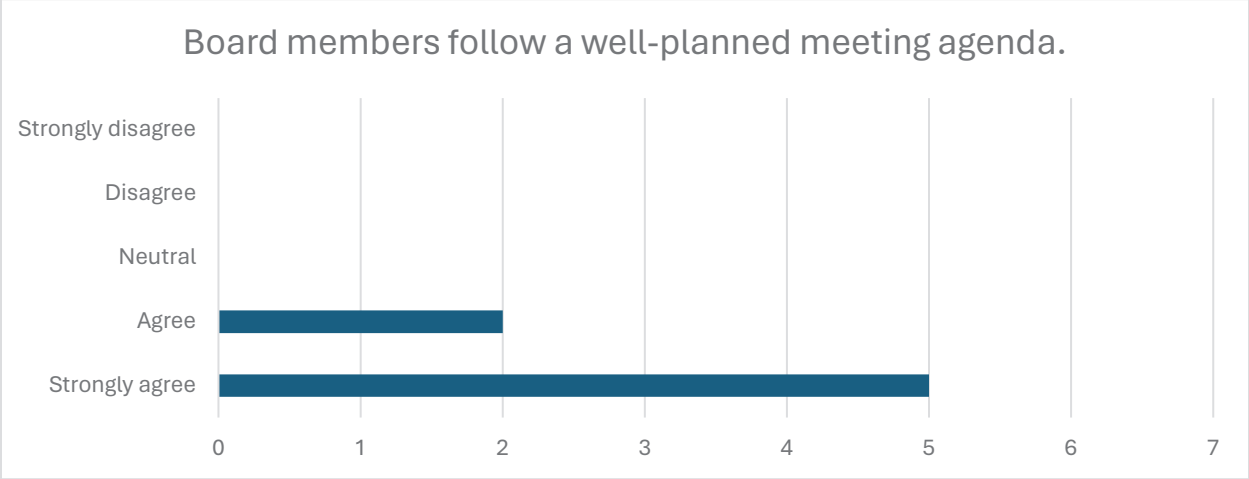
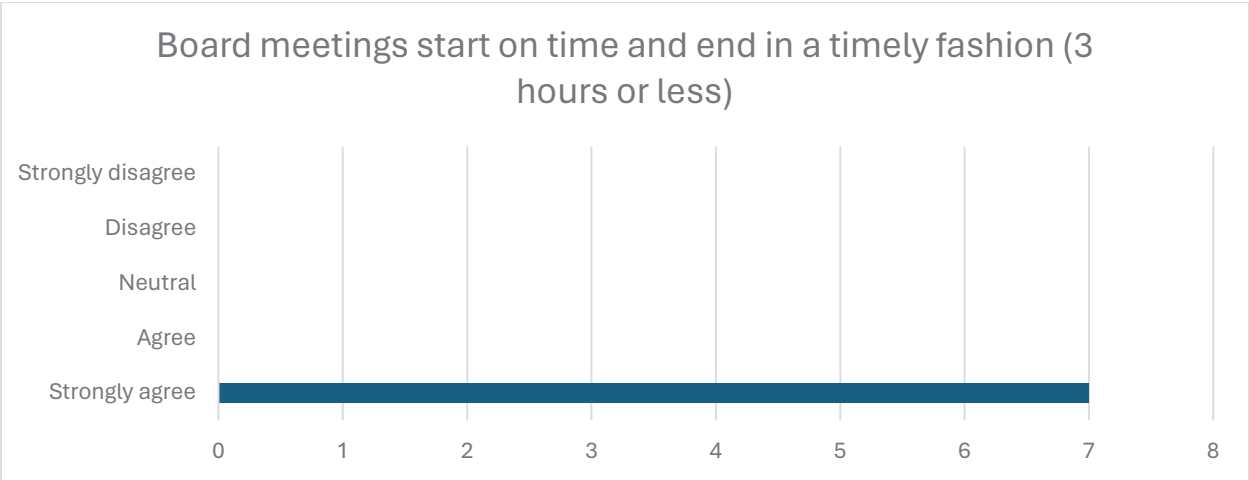
BY: _____
Kenneth M. Koziol
ITS: Manager

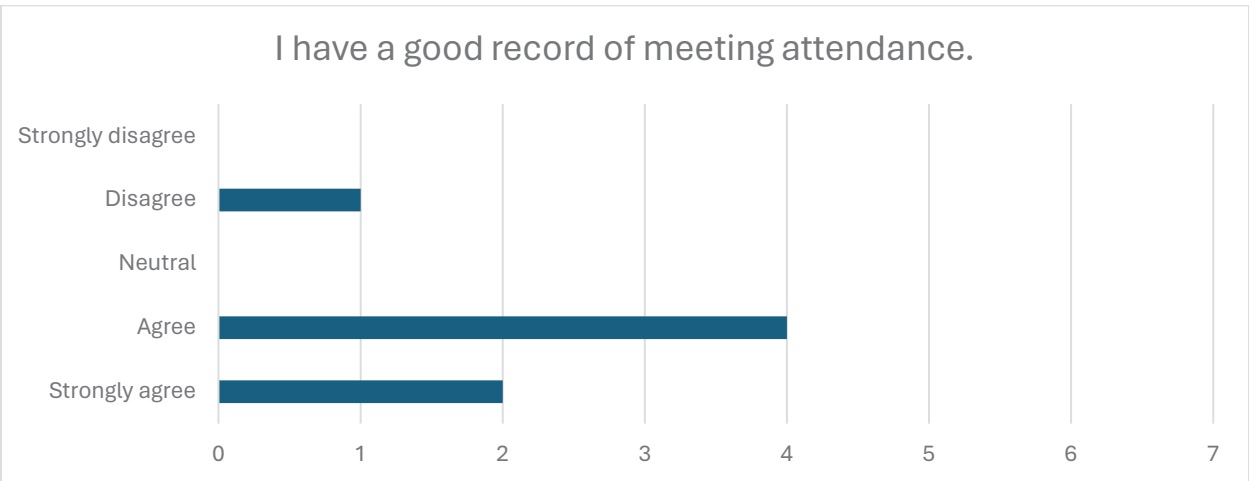
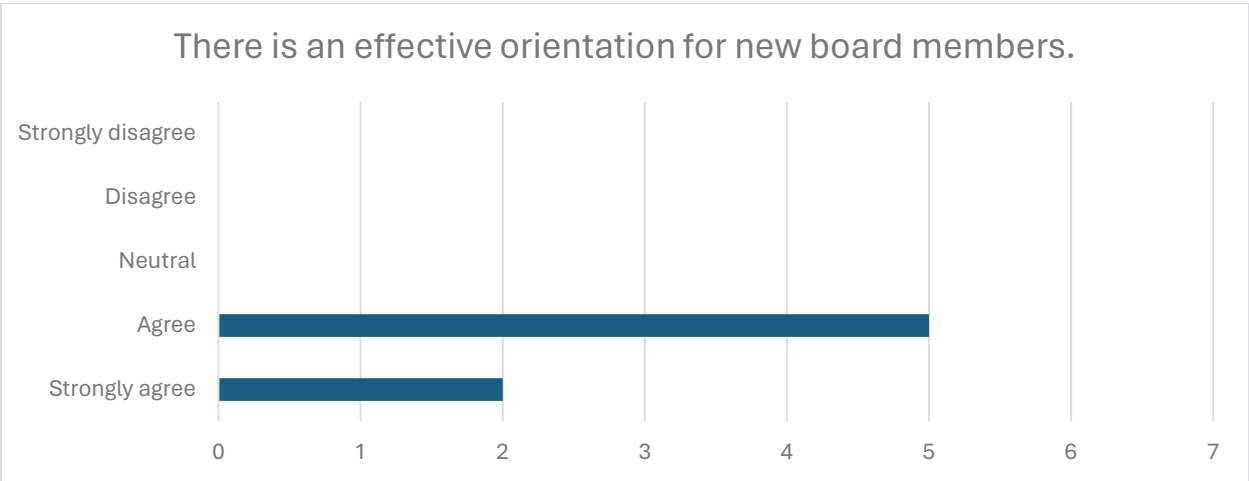
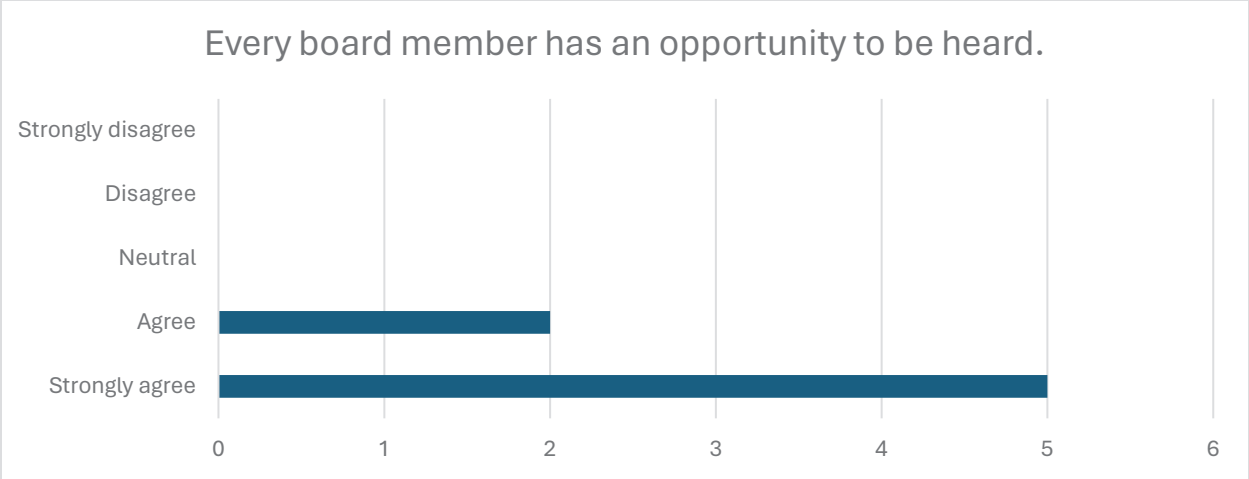
BY: _____
ITS: _____
BY: _____
ITS: _____

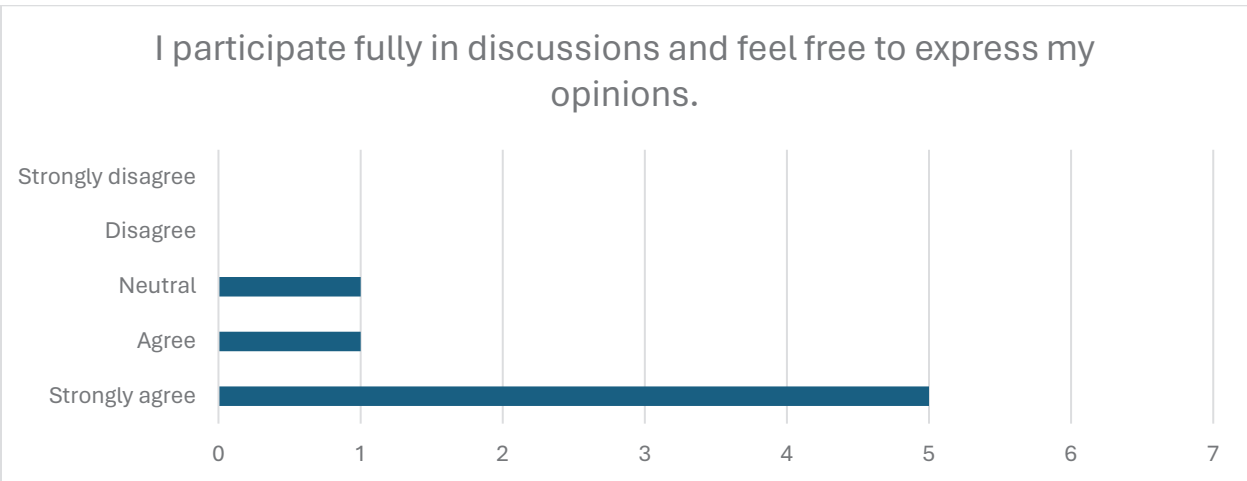
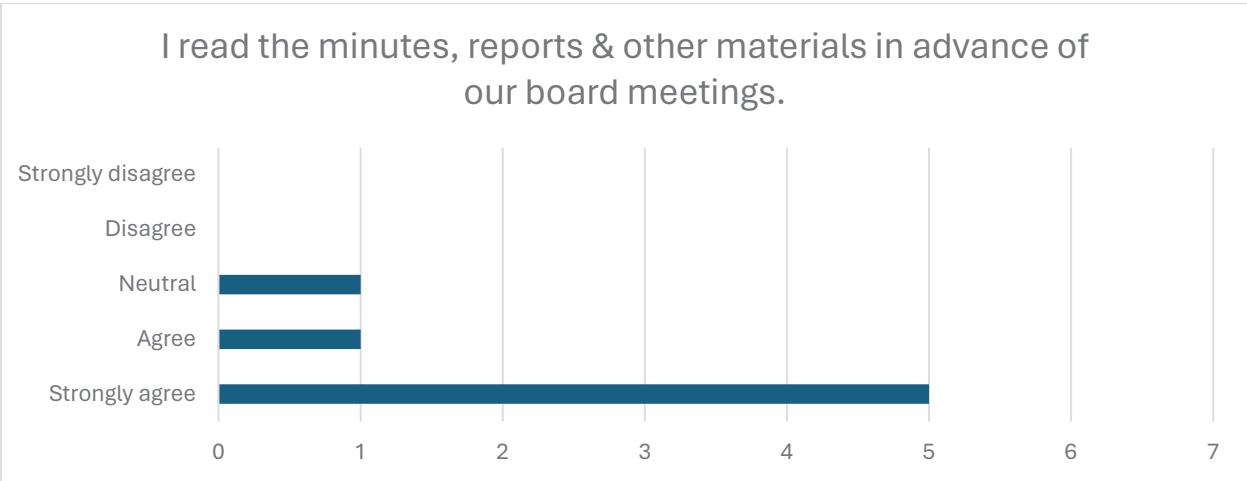
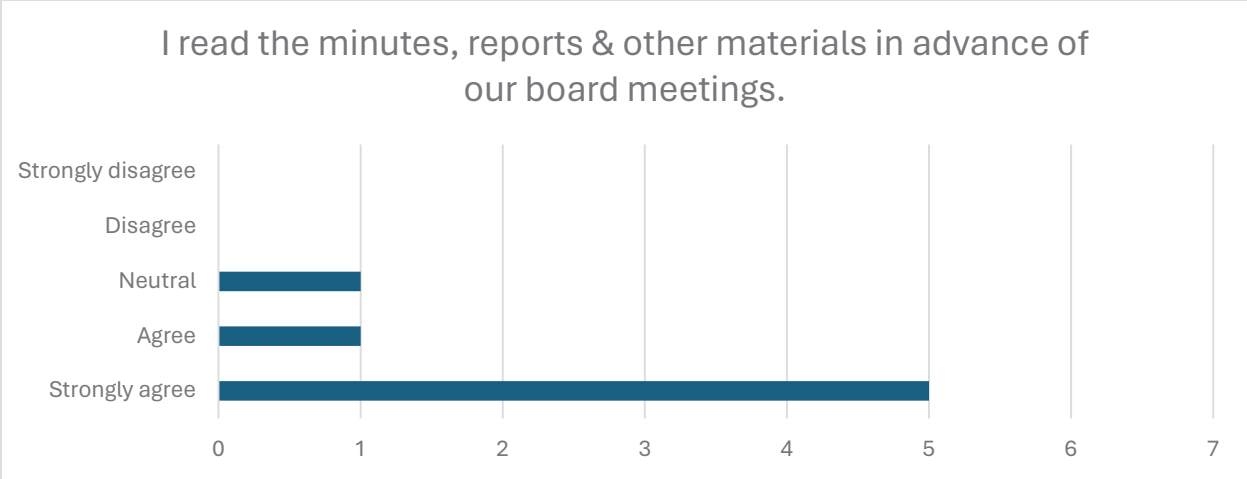
Board self-evaluation results

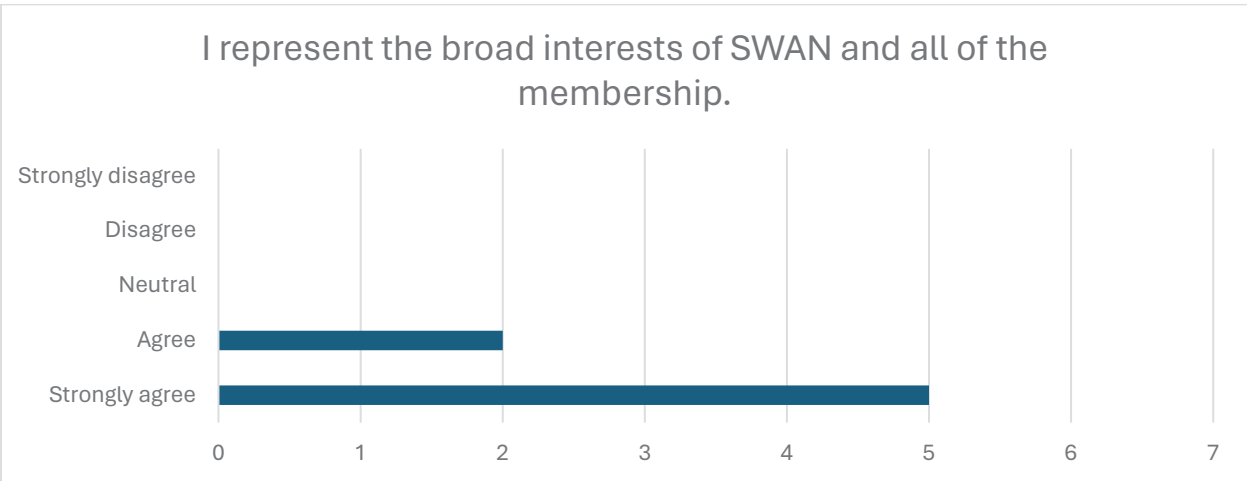
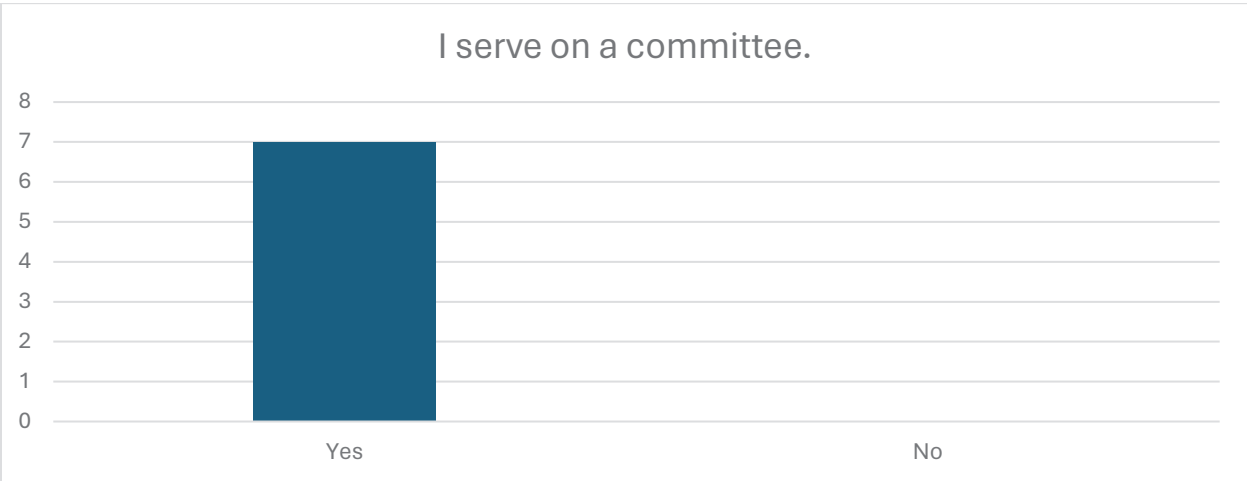
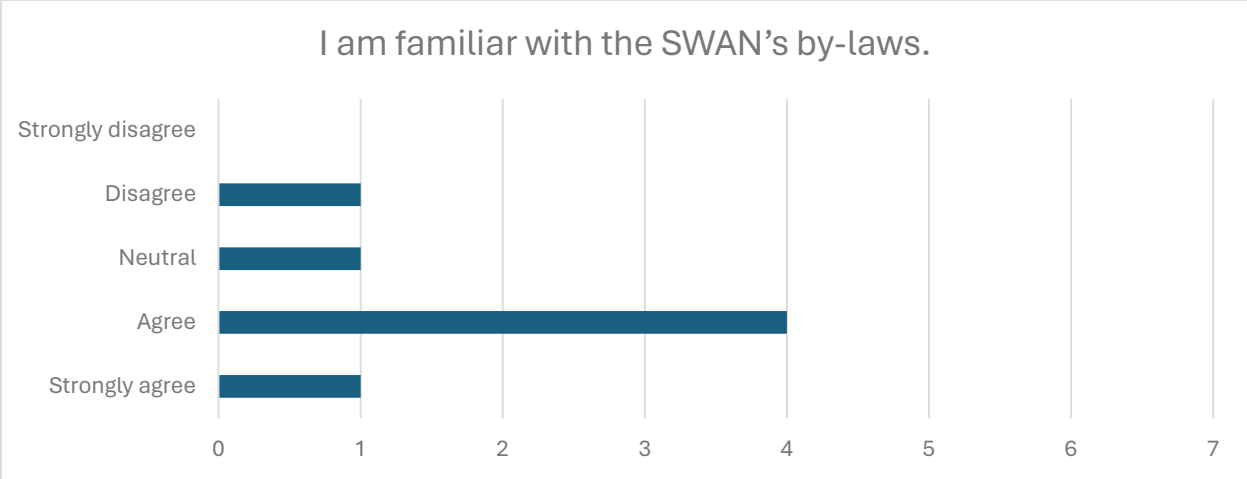
May 17, 2024

The SWAN Board self-evaluation questionnaire is intended for the current representatives of the board to assess the effectiveness of its meetings, relationship with the SWAN Executive Director, and the individual representative's responsibilities.

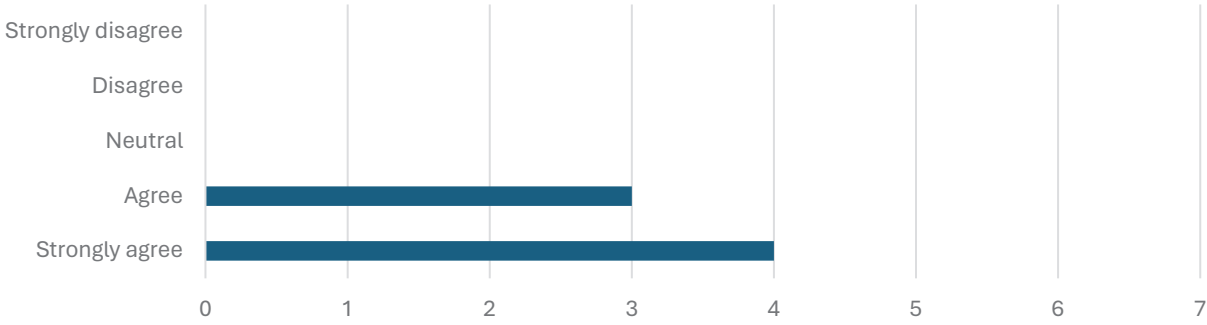




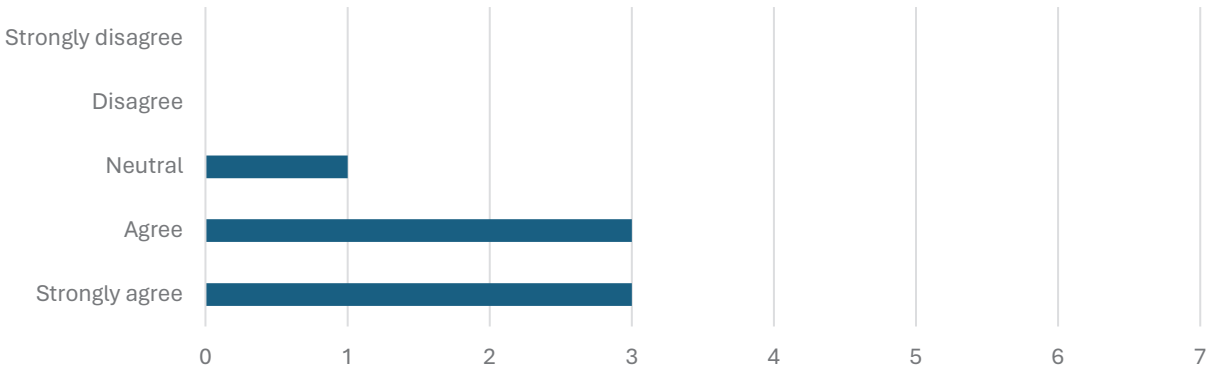




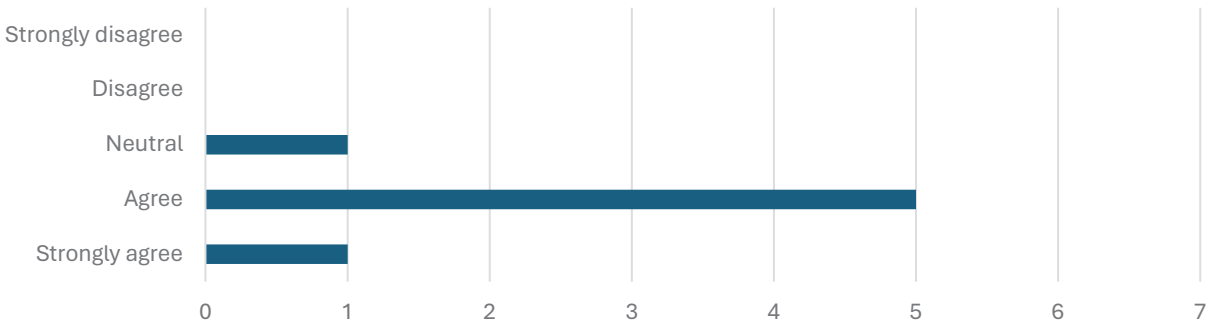
I am an advocate for resource sharing within SWAN and the larger library community.

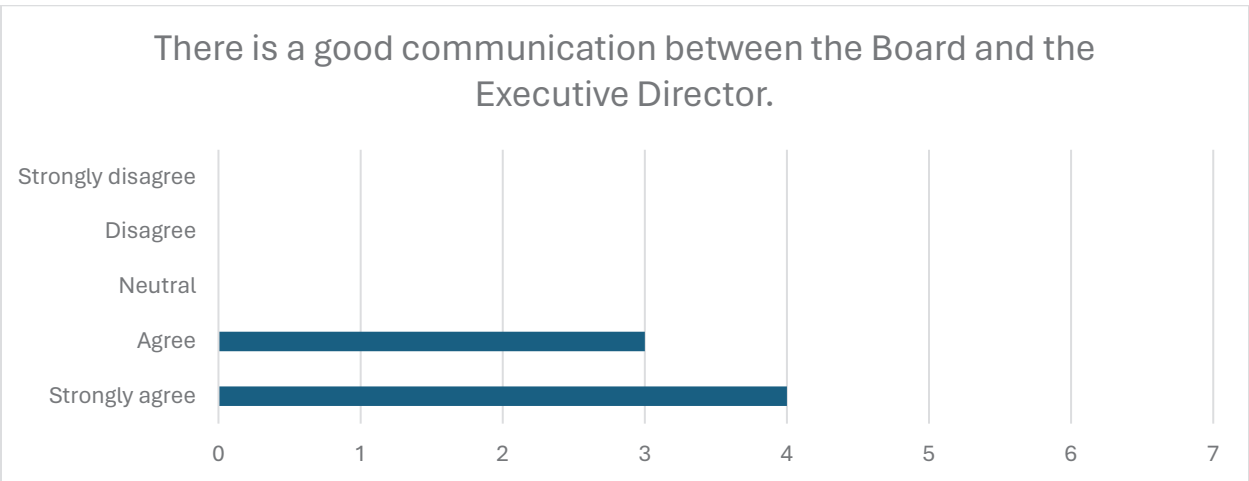
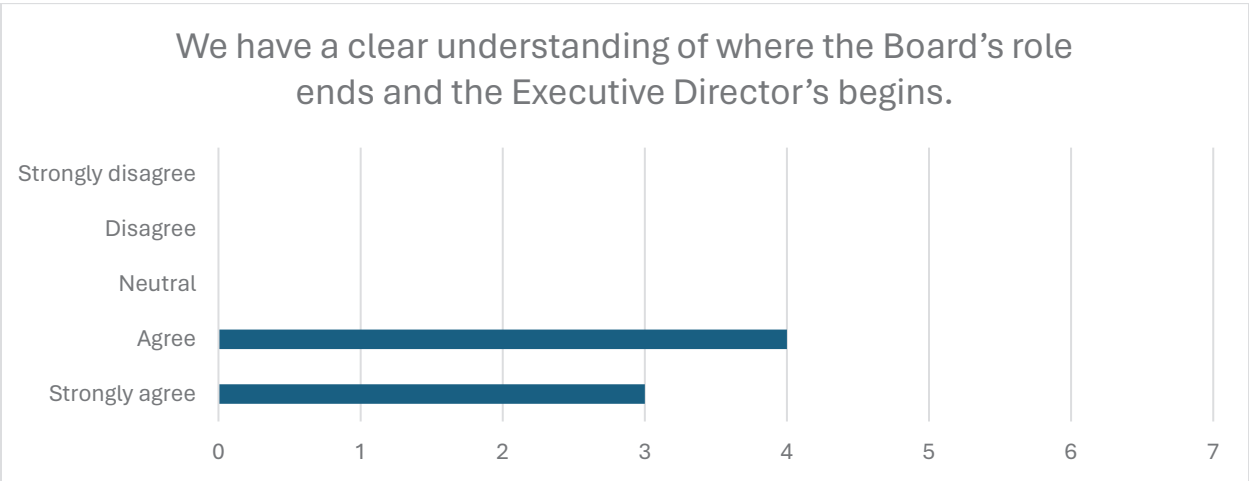
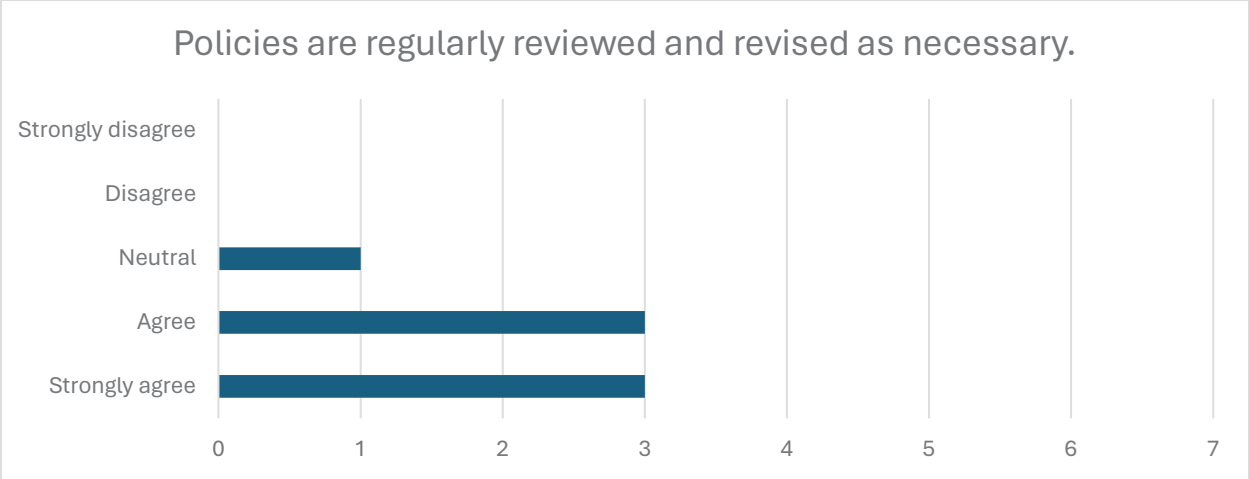


We have a strategic plan that is updated on a regular basis.

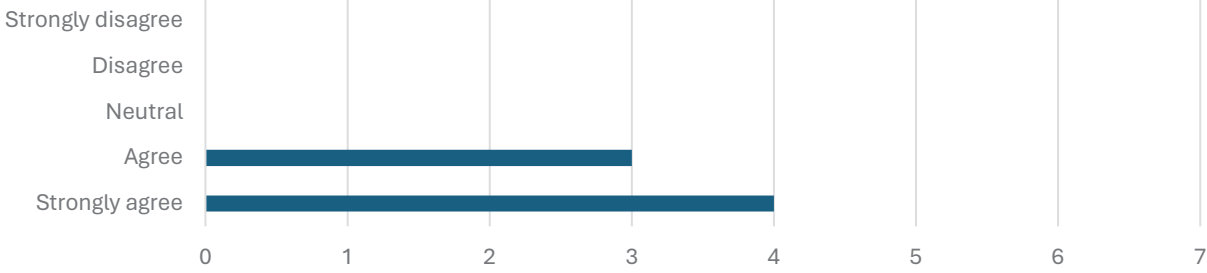


Meeting agendas for the Board and Committees clearly reflect our strategic plan.

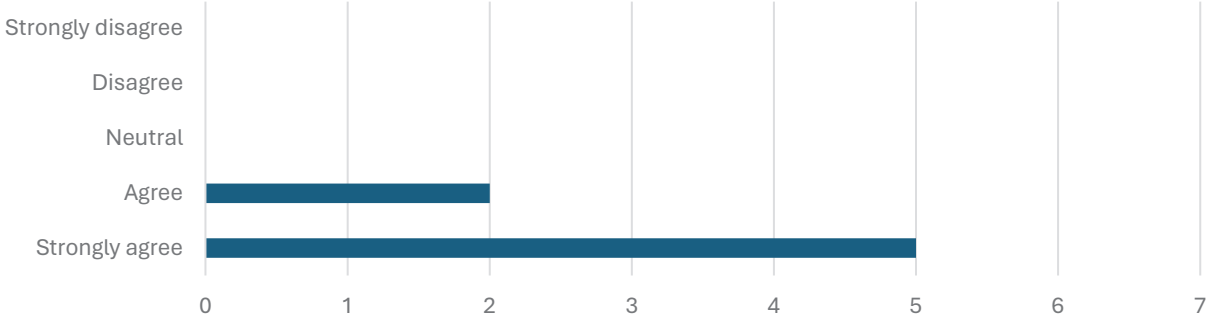




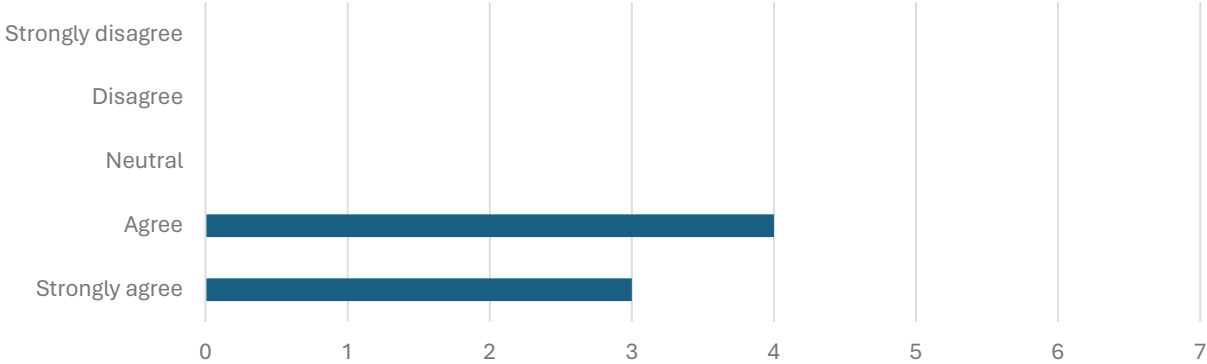
The Board has discussed and communicated to the Executive Director the kinds of information and level of detail we require.



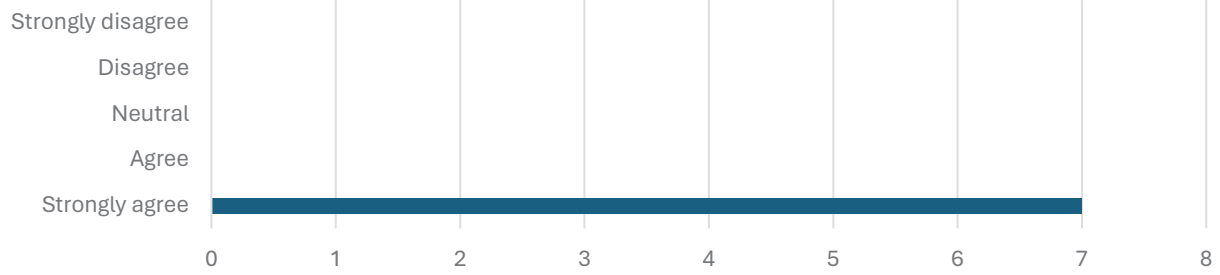
There is a formal process for the evaluation of the Executive Director.



The Board trusts the judgement of the Executive Director.



The Board does not give direction to the staff or set priorities,
management of SWAN is the responsibility of the Executive
Director.



Memorandum

Date: May 17, 2024
To: SWAN Board
From: Aaron Skog, Executive Director
Re: Digital Access Discrimination Complaints & SWAN



There are shared concerns about a recent email and memo shared with library directors about complaints directed through the U.S. Department of Education Office for Civil Rights (OCR). I have included the email from Antioch Public Library District and the letter from the Office for Civil Rights.

Public libraries have a complex online presence. They rely on 3rd party vendors for digital access to research databases and e-content. A library could potentially have many of these vendor integrations be included in a complaint from OCR.

The good news is that some work in this area of 3rd party products meeting accessibility requirements has already been completed by Illinois libraries. It started with SWAN and other libraries working with RAILS under the DEI umbrella in 2021 to bring accessibility issues to the foreground, and there is a good resource compiled on the RAILS site under [Voluntary Product Accessibility Templates](#), or VPAT.

However, there are gaps in the vendor list on the RAILS database, which would include library catalogs used, such as Aspen Discovery used by SWAN, SHARE, and other libraries. Our main concern for SWAN is ensuring Aspen Discovery meets the accessibility standards for its users and to help shield libraries from a possible OCR complaint.

SWAN collaborated with the [company Deque](#) in 2021 through a DEI RAILS grant to present to libraries on the topic of website accessibility. Once we learned about the OCR complaint to Antioch Public Library, SWAN User Experience Manager Tara Wood reached out to Deque to obtain a quotation for two websites managed by SWAN: the Aspen Discovery catalog and the swanlibraries.net site used by library patrons; and the SWAN Libraries + app

We are still waiting for the cost from Deque. There are opportunities to seek out some cost sharing. One idea is SWAN could lead the assessment of Aspen Discovery and then seek contributions from ByWater Solutions and other libraries within the Aspen community since Aspen is a library open-source project.

RAILS has also issued a memo on this topic from the attorneys at Ancel Glink. This topic was to be covered at the RAILS Membership Update on May 8th but that meeting was cancelled. I have included the RAILS memo as part of the SWAN Board meeting packet on May 17, 2024.

Aaron Skog

From: Directors Only <DIRECTORS@LIST.RAILSLIBRARIES.ORG> on behalf of Jennifer Drinka <jdrinka@APLD.INFO>
Sent: Tuesday, April 23, 2024 9:49 AM
To: DIRECTORS@LIST.RAILSLIBRARIES.ORG
Subject: [DIRECTORS] Digital Accessibility Investigation
Attachments: APLD Digital Accessibility Investigation 2024.pdf

Hello All,

I mentioned the Digital Accessibility Investigation our Library is undergoing in yesterday's online meeting with Secretary of State Giannoulis, and thought I would share some more information with you. I have attached the initial correspondence (which I thought was spam) from the U.S. Department of Education Office for Civil Rights, as well as the e-mail I received yesterday. I understand from Anthony Austen, the Director of the Wilmette Public Library, that a complaint was filed about his library as well. The person who filed the complaint lives in Michigan, and has stated that they will be filing a complaint against every library in the state of Illinois. I'm not sure if that will truly happen, but thought it can't hurt to share this information in case your library encounters this as well.

Our Library is working through our particular issues, but this is an issue that will impact all of us, as the issues lie not just within our own websites, but within the digital framework of every third-party vendor we work with. David Kutch, the attorney we are working with, told us that the platforms we use to deliver our content *are* our Library, even if we don't create the content. Therefore, our website, social media, all vendor content and PDFs need to provide equal access to people with disabilities.

I sent an e-mail to Greg McCormick, Monica Harris and Cindy Robinson to make sure that the ISL, ILA and RAILS are aware of this issue. By sharing our knowledge and working together, I'm hoping that we can come up with solutions to what will likely be a difficult and time-consuming issue for many libraries in our state.

All the best,

Jennifer Drinka
Library Director
Antioch Public Library District
757 North Main Street
Antioch, IL 60002
847-395-0874 x9051
jdrinka@apld.info
www.apld.info

Jennifer Drinka
Library Director
Antioch Public Library District
757 North Main Street
Antioch, IL 60002
847-395-0874 x9051
jdrinka@apld.info
www.apld.info

Jennifer Drinka

From: Kutch, David <David.Kutch@ed.gov>
Sent: Thursday, March 21, 2024 2:19 PM
To: Jennifer Drinka
Subject: Notice of digital accessibility investigation in OCR No. 05-24-4030 (Antioch Pub. Lib. Dist.)
Attachments: Not_Let_to_RP_-_Antioch_Public_Library_District_-_05-24-4030.pdf

Dear Superintendent Drinka,

Please see the attached notification letter for your review. OCR is opening a digital accessibility investigation into the Antioch Public Library District ("Library"). I am a member of OCR's National Digital Access Team, and will be the Library's primary point of contact throughout the duration of this investigation.

I believe it will be possible to resolve this matter quickly; I'd like to schedule a Teams call with you or a designee(s) of your choosing for the week of April 1st or next to get the ball rolling. I will need to work with the individual primarily responsible for the purchasing and maintenance of the Library's website, as well as with the folks responsible for putting together documents intended for broad public distribution in a digital format (event flyers, resource guides, etc., e.g.).

My current availability for the weeks of the 1st and the 8th is below. A one hour call should be ideal. Please let me know if any of these times work. I can send times for the next week if necessary.

Date	Time (all times Eastern)
Monday, April 1	10am-4pm
Tuesday, April 2	Noon-4pm
Wednesday, April 3	10-11am; 3-4pm
Thursday, April 4	11am-1pm; 2-330pm
Monday, April 8	10am-4pm
Tuesday, April 9	Noon-2pm; 3-4pm
Wednesday, April 10	10am-130pm; 3-4pm
Thursday, April 11	11am-330pm

Thanks so much. I'm looking forward to working with you and your colleagues on this matter.

Very respectfully,
David

David Kutch | Civil Rights Attorney
U.S. Department of Education | Office for Civil Rights (OCR)
National Digital Access Team (NDAT)
David.Kutch@ed.gov | 202-987-1453 (office) | 904-742-6889 (cell)
[NDAT Technical Assistance Video Series](#)



UNITED STATES DEPARTMENT OF EDUCATION
OFFICE FOR CIVIL RIGHTS

RENAISSANCE TOWER
DALLAS, TEXAS 75270

REGION VI
LOUISIANA
MISSISSIPPI
TEXAS

March 21, 2024

By email only to: jdrinka@apl原因d.info

Jennifer Drinka
Executive Director
Antioch Public Library District
757 North Main Street
Antioch, Illinois 60002

Re: OCR Docket No. 05-24-4030
Antioch Public Library District, Illinois

Dear Executive Director Drinka:

On March 8, 2024, the U.S. Department of Education (the Department), Office for Civil Rights (OCR), received a complaint filed against the Antioch Public Library District (the Library) alleging discrimination based on disability. Specifically, the Complainant alleges that the Library is failing to afford persons with disabilities an opportunity to participate in and benefit from the services, programs, and activities communicated through the Library's websites and third-party websites that is equal to opportunities afforded to others.

OCR enforces Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12131 *et seq.*, and its implementing regulation, 28 C.F.R. Part 35, which prohibit discrimination on the basis of disability by public entities. As a public entity, the Library is subject to Title II.

Because OCR has determined that it has jurisdiction and that the complaint was filed timely, it is opening this disability discrimination allegation for investigation. Specifically, we will investigate the following issues:

- Whether the Library, on the basis of disability, excluded qualified persons with disabilities from participation in, denied them the benefits of, or otherwise subjected them to discrimination in its programs, activities, aids, benefits, or services in violation of the regulation implementing Title II at 28 C.F.R. § 35.130.
- Whether the Library failed to take appropriate steps to ensure that its communications with applicants, participants, members of the public, and companions with disabilities are as effective as its communications with others, in violation of the regulation implementing Title II at 28 C.F.R. § 35.160(a).

Please note that opening an allegation for investigation in no way implies that OCR has made a determination with regard to its merits. During the investigation, OCR is a neutral fact-finder,

The Department of Education's mission is to promote student achievement and preparation for global competitiveness by fostering educational excellence and ensuring equal access.

www.ed.gov

collecting and analyzing relevant evidence from the Complainant, the Library, and other sources, as appropriate. OCR will ensure that its investigation is legally sufficient and is dispositive of the allegation(s), in accordance with the provisions of Article III of OCR's *Case Processing Manual*. The Complainant may have a right to file a private suit in Federal court whether or not OCR finds a violation.

Please see [OCR's Complaint Processing Procedures](#), including information about:

- Regulatory prohibitions against retaliation, intimidation, and harassment of persons who file complaints with OCR or participate in an OCR investigation; and
- Application of the Freedom of Information Act and the Privacy Act to OCR investigations.

Additional information about the laws OCR enforces is available on [OCR's website](#).

OCR intends to conduct a prompt investigation of this complaint. The regulation implementing Title VI of the Civil Rights Act of 1964, at 34 C.F.R. § 100.6, which is incorporated by reference in the Section 504 regulation at 34 C.F.R. § 104.61, requires that a recipient of Federal financial assistance make available to OCR information that may be pertinent to reach a compliance determination. Pursuant to the Title II regulation at 28 C.F.R. § 35.171(a)(3), OCR uses its Section 504 procedures to investigate Title II complaints.

Thank you for your cooperation in this matter. OCR may request documents from the Library and may need to interview individuals at the Library with knowledge of the facts of this case. If OCR determines that an onsite visit is necessary, OCR will contact you to schedule a mutually convenient time for its visit.

A complaint may be resolved prior to the conclusion of an OCR investigation when the recipient expresses an interest in resolving the allegations, OCR's investigation has identified issues that can be addressed through a resolution agreement, and OCR determines that it is appropriate to resolve the allegations. In such cases, OCR obtains a resolution agreement signed by the recipient. The agreement must be tied to the allegations and the evidence obtained, and it must be consistent with applicable regulations. Additional information about this voluntary resolution process may be found on [OCR's website](#).

Upon receipt of this letter, please provide OCR the name, title, address, email address, and telephone number of the person who will serve as the Library's contact person during OCR's investigation of this complaint.

We are committed to prompt and effective service. If you have any questions regarding this matter, please contact me at 202-987-1453 or David.Kutch@ed.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read "D. Kutch".

David Kutch
Attorney

Resolution Agreement

Antioch Public Library, Illinois OCR Docket No. 05-24-4030

To resolve the above-referenced complaint investigation brought under Title II of the Americans with Disabilities Act (Title II), the Office for Civil Rights (OCR) of the U.S. Department of Education and Antioch Public Library (the Library) enter into the following Agreement. This Agreement is entered into voluntarily, and it does not constitute an admission of liability, non-compliance, or wrongdoing by the Library.

The Library will engage in the following activities to ensure its programs, services, and activities communicated or facilitated online are accessible to people with disabilities:

1. Adopt an Accessibility Standard. Within 30 days of signing this Agreement, the Library will adopt a widely-accepted accessibility standard, such as the Web Content Accessibility Guidelines (WCAG), version 2.1, level AA, or another standard that requires an equivalent level of accessibility for people with disabilities.
 - a. Reporting Provision: Within 30 days of signing this Agreement, the Library will submit for OCR's review and approval its chosen accessibility standard.
2. Provide Notice. Within 30 days of signing this Agreement, the Library will prominently post a fully-accessible Notice on the Library's website describing how people with disabilities can inform the Library of any technology-based barriers to access they have encountered and how they can request access to the underlying Library program, service, or activity.
 - a. Reporting Provision: Within 30 days of signing this Agreement, the Library will submit for OCR's review and approval the location and content of its Notice, as well as protocols and timeframes for responding to reports of barriers.
3. Conduct an Audit. Within 120 days of signing this Agreement, the Library shall complete an Audit to identify barriers to access to its online programs, services, and activities. The Audit shall consist of taking an inventory and engaging in manual testing to identify barriers, as follows:
 - a. Undertake an Inventory of Pages to be Tested. The inventory will consist of: (1) URLs on the Library's domain, including the Library's homepage, first-level landing pages, and all web page templates not otherwise captured; and (2) all URLs outside of the Library's domain, including those on all vendor-hosted or third-party-hosted sites, including social media sites and video hosting services used by the Library to communicate or facilitate its programs, services, and activities to members of the public.
 - b. Engage in Manual Testing to Identify Barriers. For all pages (and associated electronic documents and videos) in the inventory undertaken pursuant to the preceding paragraph, the Library will engage in robust manual testing to identify

barriers to access for people with disabilities. The testing shall, at a minimum, meaningfully incorporate the protocols and address the questions set out in Appendix A. Vendor or third-party hosted pages in its inventory will be assessed alongside those over which the Library has full operational control.

- c. Reporting Provision: Within 120 days of signing this Agreement, the Library will submit for OCR's review and approval the results of its Audit, including the URLs for all inventoried pages, its testing protocols, and detailed testing results for each tested URL including associated electronic documents and videos.
4. Engage in Remediation. As barriers are identified, the Library will remediate those barriers; all barriers will be remediated fully within six months of the signature date of this Agreement. Barrier remediation will conform to the Library's chosen accessibility standard.
- a. Where barrier removal would impose an undue burden or fundamental alteration under Title II, the Library will provide alternate measures that, at a minimum, afford a person with a disability the opportunity to acquire the same information, engage in the same interactions, and enjoy the same services, programs, and activities as a person without a disability in an equally effective and equally integrated manner, with substantially equivalent ease of use.
 - b. Where the Library does not have the ability to effectuate immediate, full remediation of a vendor's or third party's technology, the Library will request that the vendor complete its remediation of all barriers within six months of the signature date of this Agreement, and the Library will immediately offer appropriate interim alternate measures until the technology has been verified to be barrier-free including, but not limited to, prominently posting a way for people with disabilities to request access to the same information using an alternative method. If the vendor or third party fails to remediate timely all barriers, the Library will exercise all avenues for compliance, including seeking to replace the vendor or moving or duplicating the programs, services, and activities to a digital venue within the Library's control. The Library will continue to provide interim alternate measures until the barriers have been remediated.
 - c. If the Library replaces a technology vendor, or moves from an in-house technology to a vendor-hosted technology, the Library will follow these steps, at a minimum, during its procurement process to achieve compliance:
 - i. In any requests for proposals, the Library will require bidders to commit to remediate noted barriers so the technology conforms to the Library's adopted accessibility standard prior to delivery and throughout the life of the contract.
 - ii. Before determining a winning bidder, the Library will select the product that most closely conforms to the Library's adopted accessibility standard;

if there are two or more products that equally conform to such standard, the Library may employ other factors to decide the winning bid. The Library will engage in independent testing or otherwise confirm the validity of any vendor-offered accessibility assessment of its own product.

- d. Reporting Provision: Each time the Library determines alternate measures are required in lieu of immediate barrier removal, it will immediately submit those proposed measures to OCR for review and approval. If the alternate measures are being proposed to overcome a perceived undue burden or fundamental alteration, the Library will clearly indicate the factors it considered in making such a determination, for OCR's review and approval. No later than six months after this Agreement was signed, the Library will notify OCR that it has fully remediated all barriers identified on the inventoried pages, including associated electronic documents and videos.
5. Update Testing and Remediation Protocols. Upon receipt of the notice provided in the preceding paragraph, or earlier if requested by the Library, OCR will assess the effectiveness of the Library's testing protocols and remediation steps by conducting its own testing on a representative sample of the web pages, electronic documents, and videos identified by the Library pursuant to paragraph 3(c), using the Library-adopted standard as an appropriate measure of compliance. The Library will then participate in all video conferences requested by OCR, and, when appropriate, request that relevant vendors participate in such conferences, so OCR can share concerns or violations regarding any remaining barriers that impede the ability of people with disabilities to have equal opportunities to enjoy the Library's underlying programs, services, and activities. These video conferences may also address any noted deficiencies regarding the Library's Notice.
 - a. Based on OCR's concerns or violations shared during the video conferences, the Library will:
 - i. Make appropriate changes to its testing and remediation protocols, and may require its vendor(s) to engage in appropriate barrier removal;
 - ii. Re-test or engage in additional remediation tailored to address OCR's concerns as appropriate; and
 - iii. Within 30 days of the relevant video conference, notify OCR that the Library is ready for OCR to re-test the original pages, along with a list of any additional URLs that the Library believes are representative of barrier-free web pages, electronic documents, and videos, as appropriate, from which OCR may select for additional testing.

This process shall continue until, in OCR's judgment, the Library's testing and remediation protocols result in equal opportunities for people with disabilities.

6. Develop a Plan to Maintain Accessible Features. The Library will develop a Plan regarding how it intends to maintain the accessibility of the services, programs, and activities communicated or facilitated online, including updated testing and remediation protocols; revised procurement protocols and language; ongoing training for web developers, procurement officials, and content creators; designations of responsibility; and appropriate levels and sources of funding to support ongoing efforts.
 - a. Reporting Provision: Within one year of signing this Agreement, the Library will submit for OCR’s review and approval its Plan to Maintain Accessible Features.
7. Disclaimer. Nothing in this Agreement should be construed to mean that any content and functionality – including lower-priority content and functionality – is not subject to the requirements of Title II.

By signing the Agreement, the Library agrees to provide data and other information in a timely manner in accordance with the reporting requirements of this Agreement. During the monitoring of the Agreement, if necessary, OCR may visit the Library, interview staff and students, and request such additional reports or data as are necessary for OCR to determine whether the Library has fulfilled the terms of the Agreement.

The Library understands that OCR will not close the monitoring of the Agreement until such time as OCR determines that the Library is in compliance with the terms of the Agreement and the statutes and regulations at issue in the case.

The Library understands that OCR may initiate administrative enforcement proceedings or refer the case to the Department of Justice (DOJ) for judicial proceedings in the event of breach. Before initiating such proceedings, OCR will give the Library notice of the alleged breach and 60 calendar days to cure the alleged breach.

This Agreement will become effective upon the signature of the representative for the Library, set out below.

Jennifer Drinka
Executive Director
Antioch Public Library

Date

Appendix A

For the purposes of this Agreement, testing must address these protocols and questions, which only represent a starting point, rather than a comprehensive set, for assessing digital technology to ensure access to people with disabilities. See [OCR's video series](#) for more information.

For web pages: Check the following across different browsers using different types of hardware (for documentation, please specify the browsers by version and different desktop/laptop configurations):

- Keyboard access: Can users access all functions and content, and complete all tasks, independently by using only the keyboard (<tab>, <enter>, <spacebar>, <esc>, and arrow keys)? Verify in particular:
 - There are no keyboard traps that would prevent a user from advancing through the entire page, such as an automatically-refreshing social media embedded feed (*tip: try to tab very, very slowly through any such feed to observe whether a user can close it, or move past it, at a reasonable point; if the feed keeps refreshing by automatically adding additional entries to be shown, it causes a trap for those who are unable to use quick keyboard strokes – or a mouse - to navigate*);
 - Expandable elements can not only be expanded, but can also be collapsed automatically or with a keyboard command, so they do not block other content.
- Logical reading order: Does keyboard navigation follow a logical, predictable order?
- Skip links: Can keyboard-only users bypass long navigation menus, embedded social media feeds, etc., without having to use excessive tabbing?
- Visual focus indicator: Can users visually track where they are located on the page while navigating with a keyboard?
- Alternative (Alt) text: Are all important images and graphics labelled with meaningful text, associated captions, or adjoining descriptions so, for example, people who are blind and use assistive technology will have access to the relevant information contained in the image or graphic? For linked images, does the alternative text tell users where the link will take them, rather than describe the image?
- Links: Are links well-named and unambiguous so users who are blind– without having to read nearby content – will understand the purpose and destination of each link? Common examples of ambiguous link names include “click here,” “read more,” “see all,” “http://...”-type, or “event notice,” and other ambiguous phrases.
- Color alone: Are there any instances where color alone distinguishes an object or state? If so, add another way to distinguish the object or state. For example, make sure color is not

the only way to distinguish link text from the surrounding paragraph text, and ensure color-coding is not the exclusive way used to convey important calendar dates (e.g., “no school” dates are marked in purple).

- Color contrast: Using an eyedropper tool or other manual method (automated testing is generally insufficient unless manually verified), is there at least a 4.5:1 contrast ratio for normal size text and a 3:1 contrast ratio for large scale text, comparing foreground and background colors of all text elements and text inside graphics? Text inside logos can be ignored for these purposes.
- Tables: Does the page avoid using layout tables? If data tables are present, are they necessary to convey information, or could a more accessible means of presentation be considered instead? If a data table is used, is it simple, so no cells span multiple columns or rows? Are column and row headers programmatically labelled?
- Buttons, form controls, and other operable elements: Are they labelled appropriately, both programmatically and visually? Do the visual labels continue to be properly associated with the elements when the screen is enlarged? If the elements have different states (such as form fields that are required for successful submission), are those conveyed by something other than color alone?
- Heading structure: Are headings programmatically labelled with a meaningful hierarchy, so people who are blind and using a screen reader can navigate a page according to its headings, listen to a list of headings, and skip to where they want to begin reading?
- Embedded videos and slide carousels: Where there are embedded videos or carousels, if they launch or rotate automatically, is that behavior necessary? If so, can a user pause or stop the video or carousel, and later replay the video or carousel, with keyboard commands? The ability to stop the video or carousel rotation can be important, not just while users are on the video or carousel, but while they are in other parts of the page.
- Magnification: Have you re-tested everything when content is magnified to the “point of reflow,” or in “responsive mode,” when the formatting changes to be more mobile-friendly (typically around 200% on standard laptop screens)? Are all contents and all functionality preserved and useful?
 - Paying particular attention to any “hamburger menus,” or expandable menus, can they be opened, navigated (including any sub-level items), and closed automatically or easily with the keyboard?
 - Is logical reading order on the page preserved, without the need to scroll right to left? If vertical scrolling is required inside windows or objects, can it be done with the keyboard?
 - Do elements meant to be together (such as form labels and text entry boxes) stay together upon magnification?

For electronic documents: In addition to addressing the questions above, have you conducted an accessibility review of your documents using the software's accessibility checker (e.g., "Check Accessibility" feature in Microsoft Word, "Accessibility Check" feature in Adobe Acrobat Pro DC, etc.)?

For videos:

- Is captioning present or is a transcript available? Transcripts should only be used when the audio can be fully understood separately from viewing the video and does not reference video content.
- Does the captioning or transcript meaningfully convey the contents of the audio track (not just phonetically)?
- Does the captioning or transcript indicate the names or appropriate descriptions of the speakers, if more than one person is speaking?
- Does the captioning or transcript use capitalization and punctuation appropriately, if that is important to understanding the contents?
- Is important on-screen information also conveyed audibly, so people who are blind or have low vision have access to the contents?

For social media posts:

- If graphic images are used, are they accompanied by text that conveys the same information?
- If videos are used, are they accessible as described above?

Aaron Skog

From: Directors Only <DIRECTORS@LIST.RAILSLIBRARIES.ORG> on behalf of Monica Harris <Monica.Harris@RAILSLIBRARIES.ORG>
Sent: Monday, May 6, 2024 3:07 PM
To: DIRECTORS@LIST.RAILSLIBRARIES.ORG
Subject: [DIRECTORS] Office for Civil Rights' Digital Access Discrimination Complaint
Attachments: Memo to RAILS RE OCR Complaints 4881-5654-4185 v.4.pdf

Hello Colleagues,

Following Secretary Giannoulis' meeting with RAILS public library directors on April 22, we were made aware of a complaint shared by the Office of Civil Rights of the U.S. Department of Education related to alleged discrimination based on disability. Specifically, these complaints are related to a library's website and whether that web experience is equal to the opportunities afforded to those without disability. Similar complaints were received by at least two public libraries in Illinois, and it was relayed that the complainant may intend to file against other Illinois public libraries in the future.

In anticipation that more complaints may be received by RAILS members in the future, we reached out to Ancel Glink and asked them to write a memo related to the process, investigation, and resolution of an Office for Civil Rights' digital access discrimination complaint. This is intended to be a general support for this process, and you are encouraged to work with your own legal counsel should you receive a similar complaint. This memo is attached to this email and will also be available via the RAILS website later this week.

RAILS has been pursuing a variety of strategies to support Illinois libraries that want to better understand how to be compliant with digital accessibility. If this topic is of interest to you, I would like to encourage you to attend our next [RAILS Member Update](#) on Wednesday, May 8th, from 3-4pm on Zoom. A presentation on digital accessibility for libraries by Keith Hays, ADA IT Coordinator at the University of Illinois, Urbana-Champaign is on the agenda.

Thanks to the libraries that shared their experience with us. Sharing that information allows us to work with our library partners across Illinois to better prepare us all for the best possible accessibility for users.

Sincerely,

Monica



Monica Harris

Executive Director

Reaching Across Illinois Library System

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MEMORANDUM

To: Monica Harris, Executive Director
Reaching Across Illinois Library System

From: Julie Tappendorf
Katherine Nagy

Subject: Office for Civil Rights' Digital Access Discrimination Complaints

Date: May 1, 2024

You forwarded to us a copy of a complaint filed against an Illinois library with the Office for Civil Rights of the U.S. Department of Education (“**OCR**”) alleging discrimination by the library based on disability. This complaint alleges that an Illinois library is failing to afford persons with disabilities an opportunity to participate and benefit from the services, programs, and activities through the library website that is equal to the opportunities afforded to others. We understand that similar complaints have been filed or will be filed against other Illinois libraries in the future, and you asked us to review the complaint and provide guidance to your membership.

This memo will explain the federal complaint and investigation process and provide guidance on compliance with the investigation process.

I. OCR Complaint Process

OCR enforces Title II of the Americans with Disabilities Act of 1990 (“**ADA**”), which prohibits public entities from discriminating on the basis of disability in services, programs, and activities.¹ Libraries fall under the definition of a “public entity” and are subject to the regulations of the ADA.²

Individuals can file complaints with OCR if they believe they have been discriminated against by a public entity within 180 calendar days of the last act of discrimination. The complaint must identify the kind of discrimination alleged and describe the alleged discriminatory conduct.

¹ 28 CFR § 35.101.

² 42 U.S. Code § 12131.

The complaint you forwarded to us alleges discrimination to persons with disabilities, including that the library has excluded persons with disabilities from participating in programs, activities, or services and has failed to ensure that the library's communications with applicants, participants, and members of the public are as effective as its communications with others. Although not expressly stated in the complaint, the resolution agreement with the library who was the subject of the complaint seems to focus on online communications, including website accessibility.

Because these complaints allege discrimination regarding library online communications, including website accessibility, it is important to note that the Department of Justice recently issued rules requiring that libraries and other government bodies comply with Web Content Accessibility Guidelines by April 26, 2027.³ Library adoption of the DOJ's website accessibility guidelines should help mitigate against future allegations of discrimination for online library communications, and the OCR resolution agreements discussed in **Section III** below require the adoption of accessibility guidelines to resolve online communication-related discrimination complaints.

Once OCR receives a complaint, it has to determine whether it has the authority to investigate based on the following questions:

- Whether the complaint alleges a violation of any of the laws OCR enforces;
- Whether the complaint is timely; and
- Whether the complaint contains enough information to proceed to investigation.

If OCR needs more information regarding a complaint, it can contact the complainant, and complainant has 20 calendar days to respond to OCR's request unless the complainant requests additional time. If OCR determines it will investigate the complaint, it will issue letters (likely via e-mail) to the complainant and the library's executive director. The fact that OCR opens a complaint for investigation does not make a statement on the merits of the complaint. Instead, it simply means the complaint meets the requirements of OCR in that it was timely, alleges a violation of a law OCR enforces, and contains enough information to proceed to an investigation.

II. OCR Investigations

Once the OCR has determined it has jurisdiction to investigate a complaint, OCR will conduct an investigation to determine (1) whether the library, on the basis of disability, excluded qualified persons with disabilities from participation in, denied them the benefits of, or otherwise subjected qualified persons to discrimination in its programs, activities, aids, benefits of services; (2) whether the library failed to take appropriate steps to ensure that its communications with

³ 89 FR 31320

applicants, participants, members of the public, and companions with disabilities are as effective as its communication with others.

OCR acts as a neutral fact-finder in the investigation and will collect and analyze relevant information it receives from the complainant, the library, and other relevant sources. OCR investigative methods include reviewing documentary evidence submitted by both parties, conducting interviews of the complainant and library personnel, and site visits.

An OCR investigation team member will reach out to the library with a description of the issues raised in the complaint. The investigator will also request an initial discussion with the library's executive director or designee and the library staff responsible for the specific activities that raised concerns in the complaint. For claims of discrimination regarding libraries' online accessibility, this will likely include the staff members primarily responsible for purchasing and maintaining of the library website and the staff members responsible for drafting documents in a digital format for broad public distribution.

Libraries should respond promptly to all communications with OCR and comply with all requests for discussions and documentary evidence to aid OCR in its fact-finding investigation.

It is important to note that OCR can release information it has collected if it receives a request under the Freedom of Information Act. OCR can also release information regarding the complaint to the press or general public, including the name of the library, the type of alleged discrimination in the complaint, and the result of the investigation.

At the conclusion of OCR's investigation, OCR will determine whether:

- There is insufficient evidence to support a conclusion the library failed to comply with the law, or
- A preponderance of the evidence supports a conclusion that the library failed to comply with the law.

OCR will send its determination in a letter of findings to the complainant and library. Regardless of OCR's findings, a complainant could still have a right to file suit in federal court. However, OCR would not represent the complainant in any court proceedings.

III. Resolution of Complaints

Complaints can be resolved in a number of ways, including: (1) settling with OCR and voluntarily agreeing to a "resolution agreement" prior to the conclusion of an investigation; (2) voluntarily agreeing to participate in an alternative resolution process (mediation); or (3) through an OCR determination that the library failed to comply with the law; or (4) that there is insufficient evidence to support the allegations that the library failed to comply.

A. Settlement with OCR via a Voluntary Resolution of a Complaint Under Investigation (Resolution Agreement)

A complaint can be resolved prior to the conclusion of OCR's investigation if the library expresses an interest in resolving the complaint and OCR determines a resolution agreement is appropriate to address the concerns identified in OCR's investigation. In that case, OCR will share a draft resolution agreement with the library and the library will have a period of up to 30 calendar days to reach a final agreement with OCR. If a final agreement is not reached within this time period, OCR will resume its investigation.

The resolution agreement will include specific actions the library agrees to take to resolve the compliance concerns, which might include:

- Adoption of an accessibility standard, such as the Web Content Accessibility Guidelines (WCAG);
- An audit to identify barriers to online accessibility;
- Remediation of accessibility barriers identified by OCR;
- Development of a plan to maintain accessible online features;
- Timeframes for implementing the specific actions; and
- Reporting mandates to OCR to ensure compliance with the resolution agreement.

These agreements are completely voluntary, and do not constitute any admission of liability or wrongdoing on behalf of the library. OCR will monitor the agreement to ensure the Library is complying with the terms of such agreement. If a library allegedly breaches the agreement, OCR will give the library 60 calendar days' notice to cure the alleged breach. OCR may initiate administrative enforcement proceedings or refer the matter to the Department of Justice for judicial proceedings in the event of an uncured breach.

A copy of a recent resolution agreement with an Illinois public library is included with this memorandum.

B. Voluntary Alternative Resolution Processes (Mediation)

OCR offers early mediation if the complainant expresses interest at the time of filing the complaint. OCR also offers mediation during the investigation if it determines mediation is appropriate for the complaint and both the complainant and recipient library express interest in mediation.

OCR serves as the impartial mediator between the parties but has no oversight over the mediation agreement reached between the parties. These mediation processes are confidential, and the parties are required to sign a confidentiality agreement.

If mediation is successful, OCR will obtain a copy of the signed agreement, or a statement signed by the complainant that the allegations were resolved. OCR does not monitor or enforce the agreement, but if a material breach occurs, the complainant has the right to file a new complaint.

C. Resolution of Complaint Upon a Determination of Noncompliance

If OCR determines that a library failed to comply with OCR-enforced laws after it concludes its investigation, it will contact the library to attempt to secure a voluntary resolution agreement as provided in Subsection A above of this memorandum. OCR will share a proposed resolution agreement with the library and the library will have a period of up to 90 calendar days to reach a final agreement with OCR. If a final agreement is not reached within this time period, OCR will issue an impasse letter that informs the library it will issue a letter of impending enforcement action in 10 calendar days if a resolution agreement is not signed within that time period. An enforcement action might include (1) initiation of administrative enforcement proceedings or (2) referral of the matter to the Department of Justice for judicial proceedings.

IV. Conclusion

Based on the potential for litigation against a library or even a Department of Justice proceeding, a library who is notified by OCR that a complaint of discrimination has been filed should take the matter seriously and cooperate with and assist OCR in its fact-finding investigation. In the event that the investigation discloses ADA concerns, libraries might want to consider an early resolution of the complaint through a “resolution agreement” which will provide the library with time to come into compliance and avoid the matter being referred to the Department of Justice.

Upon receipt of a discrimination complaint, libraries should reach out to their library attorney for guidance. A library may also want to forward a copy of the complaint to their insurer or claims representative to put them on notice of the complaint – while defense of this type of complaint may or may not be covered by insurance (that depends on the policy coverage), because the allegations in the complaint could lead to further litigation if not resolved, the insurer should be put on notice.

Finally, libraries should begin to work towards the 2027 deadline established by the DOJ to adopt web content accessibility guidelines.

Date: May 17, 2024
To: SWAN Board
From: Aaron Skog, Executive Director
Re: Autorenewals & MessageBee: next steps



My proposal to address the autorenewal process is to increase the frequency of the report that automatically renews a library user's eligible material, instead of them having to renew or return items. However, there remain some concerns over the email notification for autorenewed items that prevents SWAN from moving forward to my recommended next step.

Background

SWAN in 2008 ran what was effectively a small shop dedicated to printing notices. There were staff positions that worked overnight and during the daytime to process printed notices. Two large printers were used to print on a special tractor fed sealed envelope. These were printed, divided, and sent via USPS First Class. Some libraries had standing requests to have all printed notices sent to the library for review prior to mailing from the library. Additionally, overnight SWAN staff would enter commands on the ILS to kick-off the process for email notifications. There were no SMS or voice notifications.

I found this arrangement to be inefficient and outdated, and tasked the SWAN staff responsible for the design to begin incorporating some of the automation available within the Millennium ILS. The goal was to streamline and speed up the notification process so that library users would be notified quickly.

With the adoption of Symphony ILS in 2015, I had SWAN transition away from in-house printing to instead utilize Unique Management to print the paper notices. The cost of the service was based on notice count. Additionally, with Unique's use of a bulk printing process with all of its customers, the USPS cost was lower than First Class mail. SWAN eliminated the staff position dedicated to paper notice printing, discontinued purchasing specialized paper, and discarded the two printers and ended its printer maintenance contract.

SWAN's SirsiDynix contract allowed us to incorporate SMS and voice messages into the notification matrix. Staff worked with our user groups to build a daily schedule when the email, SMS, voice, and print messages would run. On top of the notification types, there were notices for courtesy, first, second, hold alert, hold expiration, and bills to put into this matrix.

In 2016, SWAN worked with SirsiDynix Consulting to develop the autorenewal notice. This process would run daily to check if an item could be renewed. This process stood somewhat outside of the established notice types and would send emails immediately once the set schedule would run. Our autorenewal process used a design created within the MAGIC consortium, whose libraries made adoption of autorenewals a requirement to join SWAN.

The SWAN Symphony ILS server was migrated to our cloud platform with Microsoft Azure in 2017 and as part of that migration, emails generated by Symphony were sent via the “volume email service” SendGrid. SendGrid would charge for emails sent based on counts.

In 2020 the voice notifications were migrated from the SirsiDynix Voice Automation (SVA) server to Unique Management. Unique at this point was handling print and voice notices.

During the pandemic of 2020, SWAN went through several phases where notifications were suspended for periods of time due to library closures. This was managed centrally by SWAN staff and updates were provided to membership during the weekly Fireside updates.

Printed notices in late 2020 were reduced from first, second, and bill notices, to only print bill notices. This change was announced and SWAN’s printing costs with Unique went from an average of \$2,700 per month to \$300 per month.

MessageBee adoption

The 2022 plans for MessageBee adoption were to continue using voice and print with Unique Management and move the email and SMS processes away from SirsiDynix. Unique’s pricing matrix for SMS and email (not unlike what SirsiDynix and the SWAN costs with SendGrid) were based on threshold counts.

In preparation for the recommendation to adopt MessageBee and drop SirsiDynix and SendGrid, we internally studied the counts for a month. Based on the monthly notice counts, it was clear that Autorenewals were our highest volume of notice type.

Notices: SMS, email, autorenewals	Monthly totals prior to MessageBee	25% increase in counts
SMS Notices: courtesy, overdue, hold pickup, hold reminder	68,324	85,405
Email Notices: courtesy, overdue, hold pickup, hold reminder, hold cancelled/expired, bills	192,799	240,999
Autorenewals - email	157,449	196,811
Email notices total	398,448	437,810

SWAN’s autorenewal notices run as a daily process. At 8:12 a.m. the autorenewal emails run, and then at 8:30 a.m. the courtesy email notice would run, showing which items were going to be overdue soon. A patron would receive two emails: one for the renewals including items which did not renew, and then the courtesy notice showing what was coming due soon.

In addition, since the Autorenewal notices were a custom process built for SWAN, its design was not to generate a file to be exported to Unique MessageBee. The autorenewal email would be generated by the Symphony ILS and then sent out via SendGrid, SWAN’s volume email service.

MessageBee Cost

The table below outlines the costs of MessageBee with and without autorenewal emails.

MessageBee threshold costs per month	Possible costs with Autorenewals	Current (without Autorenewals)
Voice Notifications Cost (flat rate)	\$750.00	\$750.00
SMS Message Cost: \$1,895 for up to 100,000 SMS messages	\$1,895.00	\$1,895.00
Email Message Cost Tiers		
<ul style="list-style-type: none"> \$995 for up to 100,000 emails 		
<ul style="list-style-type: none"> \$1,995 for up to 499,999 emails 		\$1,995.00
<ul style="list-style-type: none"> \$2,495 for over 500,000 emails 	\$2,495.00	
Portal & Email Discount Cost (10% off if SMS is used)	\$ (449.50)	\$ (449.50)
MessageBee Portal Cost	\$2,525.00	\$2,525.00
MessageBee monthly cost	\$7,215.50	\$6,715.50
Savings per year		\$6,000.00

Based on the prior background of having full design and construction of the notifications for SWAN libraries, and that autorenewals send an email 2-days prior the item becoming due, the same day as the Courtesy notice, and that SWAN libraries have appreciated prior cost-saving measures undertaken, I made the decision to drop the autorenewals and rely on the new design with MessageBee to update library users.

Next steps

The autorenewal process continues to run daily and is no longer dependent on the need to sequence an email notification with its design. There is interest expressed at the Circulation Advisory group and on the SWAN Community Forums that implementing Autorenewals to run more frequently within our scheduled matrix will result in more successful renewals. Based on the “churn” within SWAN libraries processing materials via check-in throughout the day, more copies will become available and as the

autorenewal process runs in the background, more checked out items will become eligible for renewal. More items being renewed automatically will also be reflected in library metrics for items checked out and renewed. This is the recommended next step SWAN should take with the automated renewal process.

Below are some questions and answers to help clarify the present situation.

Is it possible to take the Symphony autorenewal process and revise it so it is compatible with MessageBee?

Yes, this is possible. The cost would be negligible to SWAN as each year the consortium is awarded a block of consulting hours from SirsiDynix (per contract) which could be used for this purpose. We would write up a statement of work and design specifications, and SirsiDynix consultants would provide an estimate of the hours required to complete the redesign.

If Symphony autorenewals email notices were reinstated, could we run them multiple times per day?

Doing this would mean SWAN would not be able to run autorenewals more frequently without crossing the email threshold with Unique MessageBee. And aside from the e-mail threshold, this presents a patron service issue. Do we send successful autorenewal notices multiple times in a day in the case where a patron has checked out multiple items, and their autorenewals are successful at different times? We would not be able to send unsuccessful autorenewal notices because there could be multiple of the same, or one could be rendered obsolete by a future attempt. Will patrons understand how this works, or is it more likely they'd be confused as to why only some of their checked-out times are generating notices at various times? Will they understand the connection between autorenewal notices and courtesy notices?

If only 10 or so libraries want the previous autorenewals email notice, could this be turned on for individual libraries?

This would need to go into the design criteria for SirsiDynix to build. It becomes complicated, however, with the overall design requiring that MessageBee would then require new templates to be created for the email autorenewal. Do we create 100 templates or just 10? This also creates a patron service issue because notifications are generated based on checkout library. Differing behavior based on checkout library has the potential to cause further confusion for patrons who themselves or across their families visit different SWAN sites.

If building autorenewals in MessageBee means SWAN goes over the cost threshold, how should that be paid for?

SWAN has moved away from the "pay for only your part" of our library services platform, so to invoice libraries directly seems regressive.

Recommendation

SWAN should end the autorenewals email notification discussion and begin working on a renewal process that can run frequently behind the scenes. While the platform survey found 10 libraries expressing a desire to bring this feature back, I stand by the original decision that was made to contain costs, reduce the complexity of our notification matrix, and to allow SWAN staff to guide the entire consortium towards the best outcome for the majority of its users. As I have outlined in this memo, there has been a continuous review of the notification process, with new methods of notification (voice and SMS) added and some methods (printed) reduced.



SWAN Administrators' & Directors' Quarterly Meeting

June 6, 2024

10:00 a.m. – 12:00 p.m.

Oak Brook Public Library

600 Oak Brook Road, Oak Brook, IL 60523

Please register in advance for access to the Zoom live stream:

Agenda

1. Call to Order and Welcome
2. Public Comment
3. Introduction of New Library Directors
4. Action Item – Approval of the March 7, 2024 Quarterly meeting minutes
5. Information Item—Board election results
6. Information Item—Statewide subscription database announcement
7. Information Item—Comics Plus SWAN deal for 2024: last chance forever!
8. Information Item—Symphony 4.1 upgrade on June 17th & 18th
9. Discussion Item—SWAN platform survey analysis
10. Discussion Item – Uses of banking ACH for SWAN payments
11. Discussion Item – Website accessibility challenges for public libraries & SWAN's role
12. Announcements and Questions
13. Next meeting: September 5, 2024

Member Comment after each agenda item. The Quarterly Meeting will be live streamed via Zoom.