

ATTACHMENT A

MINUTES  
ELMHURST PUBLIC LIBRARY  
BOARD OF TRUSTEES  
Tuesday, August 17, 2010  
7:30 p.m., Meeting Room 1

President Rose Walsh called the August 17, 2010 meeting of the Board of Trustees to order at 7:30 p.m. in Meeting Room 1.

Board members in attendance included Ingrid Becton, David Dyer, Philip Hupfer, Susan Sadowski, and Linda Wheaton. Marsha Baker and Bill Ryan were absent. Also in attendance were Director Marilyn Boria, Public Information Coordinator Cheryl Moore and visitors Jan Vanek and Liesel Kossmann.

There were no comments from visitors.

The next order of business was approval of the Minutes of the July 20, 2010 Regular meeting. Philip Hupfer moved:

THEREFORE BE IT RESOLVED:

That the minutes of the July 20, 2010 Regular Meeting be approved as presented.

Linda Wheaton seconded the motion. The motion passed.

The next order of business was Approval of the August 17, 2010 Accounts Payable. Linda Wheaton moved:

THEREFORE BE IT RESOLVED:

That the August 17, 2010 check register be approved for payment.

David Dyer seconded the motion. The motion carried.

Director Boria presented the Financial Reports. She noted that personnel expenditures were ahead of budget due to the three payrolls in July, but this will even out over the coming months. There were no questions about the financial statements.

In her Director's Report, Ms. Boria noted that circulation had decreased slightly in July due to the fact that the library was closed an additional day this year because the 4<sup>th</sup> fell on a Sunday. Also, the flooding that occurred on the weekend of July 24-25 kept attendance low for several days. In conclusion, Ms. Boria informed the Board that both the adult and kids summer reading programs had been very successful.

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In her report, President Walsh introduced Jan Vanek, who has been nominated by the Mayor to fill the vacancy on the Library Board. The City Council will vote on the nomination in early September.

There was no Unfinished Business.

The first item of New Business was approval of a proposal to sand, stain and refinish the treads and landings on the main staircase. Phil Hupfer moved:

**THEREFORE BE IT RESOLVED:**

That administrative staff are authorized to contract for sanding, staining, & refinishing of the bamboo landings and treads on the main staircase, as well as cleaning and polishing of the stainless steel stair edge guards, at a cost of \$6,994.

Sue Sadowski seconded the motion. The motion passed.

The next order of New Business was approval of a donation agreement with Liesel Kossmann. Linda Wheaton moved:

WHEREAS, the Board of Library Trustees of the City of Elmhurst (“Board”) is authorized to enter into contracts, to take title to property and to accept donations; and

WHEREAS, Liesel E. Kossmann wishes to make a donation to the Library; and

WHEREAS, the Board is willing to accept such a donation; and

WHEREAS, a donation agreement by and between Liesel E. Kossmann and the Library Board of Trustees has been prepared.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED, by the Board of Library Trustees of the City of Elmhurst that the recitals contained in the preamble hereto are incorporated as part of this Resolution;

BE IT FURTHER RESOLVED, that the Donation Agreement with Liesel E. Kossmann, a copy of which is attached hereto and made a part hereof as Exhibit “A” is hereby approved.

David Dyer seconded the motion. The motion passed.

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President Walsh then introduced Ms. Kossmann, and expressed the Board's appreciation for her generous donation to the Library.

There being no New Business, the meeting was adjourned at 7:50 p.m.

Linda Wheaton, Secretary

**EXHIBIT A**  
**DONATION AGREEMENT**  
**Naming of Meeting Room**

**I. PARTIES TO THIS DONATION AGREEMENT:**

1. Liesel E. Kossmann (“DONOR”) of 458 May Street, Elmhurst, Illinois 60126;
2. Elmhurst Public Library (“LIBRARY”), 125 South Prospect Avenue, Elmhurst, Illinois 60126;

known collectively as the “PARTIES” and individually as “PARTY”.

**II. RECITALS OF FACT:**

1. The DONOR desires to make a financial donation (“Donation”) to the LIBRARY.
2. The LIBRARY is authorized to enter into contracts, take title to property and to accept donations pursuant to the Illinois Local Library Act (75 ILCS 5/1-0.1 et seq.) as amended from time to time.
3. The LIBRARY is willing to accept the Donation and to name a certain meeting room in recognition of DONOR’S Donation, subject to the conditions and covenants set forth hereinafter.

**III. TERMS AND CONDITIONS:**

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by DONOR and LIBRARY, the PARTIES agree as follows:

1. DONOR and LIBRARY hereby adopt the foregoing Recitals of Fact, which Recitals are interpreted herein, and affirm that the construction of this Donation Agreement shall be guided thereby.
2. The DONOR shall donate to the LIBRARY the sum of Fifty Thousand Dollars (\$50,000.00) (the “Donation Amount”), payable over a period not to exceed five (5) consecutive years beginning August, 2010, such that the Library will have received amounts as follows:

Not less than \$10,000 by September 1, 2010;  
Not less than \$10,000 by September 1, 2011;  
Not less than \$10,000 by September 1, 2012;  
Not less than \$10,000 by September 1, 2013;  
Not less than \$10,000 by September 1, 2014.

3. Donation installments are to be payable to the Elmhurst Public Library, addressed to the attention of the Library Director.
4. In recognition of, and the LIBRARY'S reliance on, DONOR'S Donation of \$50,000, the small meeting room located adjacent to the west entrance of the LIBRARY Building (the "Named Area") will be named and known as the *Liesel E. Kossmann Room* or such other name as mutually agreed by the PARTIES provided, however, that such naming shall not take place until not less than \$10,000 of the Donation Amount has been received by the LIBRARY.
5. The *Liesel E. Kossmann Room* will be designated as such by appropriately designed and placed signage as mutually agreed by the PARTIES.
6. The DONOR grants the LIBRARY full and complete rights to use the name mutually agreed upon by DONOR and LIBRARY for all purposes related to the LIBRARY.
7. In the event the entire \$50,000 Donation Amount is not received by the LIBRARY as set forth herein, the LIBRARY, may, at its option, delete the DONOR'S name from the Named Area and offer the DONOR an alternate naming opportunity and benefits commensurate with the amount of the Donation actually received by the LIBRARY.
8. If, in the future, a space use change or renovation affects the naming in this Agreement, the LIBRARY will inform the DONOR. In such event, the LIBRARY will name another room or other portion of the Library building in honor of DONOR commensurate with the amount of the donation actually received by the LIBRARY.
9. The DONOR acknowledges that the entirety of the Donation Amount may be used for general corporate purposes of the LIBRARY, as the Board of Trustees of the Library shall in its sole discretion determine.
10. In order to ensure that the full Donation Amount is available to carry out the DONOR'S intentions, if for any reason such Amount has not been satisfied before the DONOR'S death, the balance shall be a debt of the DONOR'S estate and payable by the DONOR'S estate to the LIBRARY.
11. This Donation Agreement contains the entire agreement between the PARTIES. All negotiations between the parties are merged herein and there are no understandings and agreements other than those incorporated herein.
12. No addition to, or modification of, any provisions contained in this Donation Agreement shall be effective unless fully set forth in writing and signed by both PARTIES.
13. The unenforceability or invalidity of any provision or provisions of this Donation Agreement shall not render any other provision or provisions unenforceable or invalid.

14. No waiver of any rights hereunder shall be effective unless fully set forth in writing by the waiving PARTY or PARTIES.

15. This Donation Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.

16. This Donation Agreement is subject to the approval of the Board of Trustees of the Elmhurst Public Library.

IN WITNESS WHEREOF, the DONOR, Liesel E. Kossmann and the LIBRARY hereby authorize and approve of this Donation Agreement and all Recitals, Terms and Conditions contained herein by causing this instrument to be signed and executed as set forth below.

DONOR: LIESEL E. KOSSMANN

BOARD OF LIBRARY TRUSTEES OF  
THE CITY OF ELMHURST

\_\_\_\_\_  
Liesel E. Kossmann

By:\_\_\_\_\_  
Rose Walsh, President

Subscribed and sworn to before me this  
\_\_\_\_ day of \_\_\_\_\_, 2010.

Attest:

\_\_\_\_\_  
Notary Public

By:\_\_\_\_\_  
Linda Wheaton, Secretary