MEETING NOTICE

DATE: January 6, 2020
TO: Library Board, Mayor, City Clerk, City Attorney
FROM: Pat Leach, Library Director
SUBJECT: Library Board Meeting

DATE AND PLACE OF MEETING: Tuesday, January 21, 2020
Bennett Martin Public Library
136 S. 14th Street

STARTING TIME OF MEETING: 8:00 a.m.
CHAIRMAN OF MEETING: Lowell Berg, President
PURPOSE OF MEETING: Monthly Board Meeting

AGENDA

1. Call to Order and Announcement of Posting of Open Meetings Law
2. Approval of Agenda*
3. Public Comment on Agenda Items
4. Approval of December 16, 2019, Library Board Meeting Minutes*
5. Standing Committee Reports
   a. Committee on Administration
   b. Committee on Buildings & Grounds
      i. Approval of Anderson Branch Library Parking Lot Contractor*
   c. Committee on Finance
      i. Report on and Approval of Recap of December 2019 Expenditures*
6. Special Committee Reports
   a. Central Library
   b. Foundation Board Executive Director
      i. Approval of Foundation Board Nominees*
   c. One Book – One Lincoln
7. New Business
   a. Approval of Book Sale Agreement with Foundation for Lincoln City Libraries*
8. President’s Report
9. Library Director’s Report
10. Public Comment - Anyone wishing to address the board on a matter not on this agenda may do so at this time.

*Action Item

Proposed agenda kept continually current and available for inspection at the Administrative Office of the Bennett Martin Public Library. The Board shall have the right to modify the agenda at said public meeting when convened. Open Meetings Law of the State of Nebraska posted in meeting room.

Accommodation Notice: The City of Lincoln complies with Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973 guidelines. Ensuring the public’s access to and participation in public meetings is a priority for the City of Lincoln. In the event you are in need of a reasonable accommodation in order to attend or participate in a public meeting conducted by the City of Lincoln, please contact the Director of Equity and Diversity, Lincoln Commission on Human Rights, at 402-441-7624 as soon as possible before the scheduled meeting date in order to make your request.
MEMO TO LIBRARY BOARD
January 2020

Fiscal Year 2019-2020
The actual percent of budget expended year-to-date is 28.86%. The adjusted percent for expenditures year-to-date is 32.97%, compared to a budgeted percent of 33.33%.

STANDING COMMITTEE REPORTS
Committee on Buildings and Grounds
Approval of Anderson Branch Library Parking Lot Contractor—Action Item
The bid process closed on December 20, 2019, with a total of eight bids being received. Hampton Construction submitted the low bid of $295,600.00. Only the Hampton bid was within our budget for this project ($307,100.00). This is a Capital Improvement Project (CIP) and will be completed this Spring. The committee will bring forward a motion to contract with Hampton Construction for the Anderson Branch Library parking lot replacement project, in an amount not to exceed $295,600.00

Committee on Finance
Approval of Monthly Recap of Expenditures—Action Item
Documents are included. Vice President Lisa Hale will bring forward the motion for approval on behalf of Treasurer Dan Sloan, who is unable to attend this meeting.

SPECIAL COMMITTEE REPORTS
Foundation Board Executive Director Report
Approval of Foundation Board Nominees—Action Item
As per Foundation by-laws, the Library Board approves the addition of new Foundation for Lincoln City Libraries Board members. Information is included in this packet.

One Book - One Lincoln
Lisa Hale, Library Board One Book – One Lincoln liaison, will report on the organizational meeting for the 2020 program, held January 13.

NEW BUSINESS
Approval of Book Sale Agreement with Foundation for Lincoln City Libraries—Action Item
The updated agreement is in your packet. Primary changes include addition of two sections. Section 2F notes that library programs for adults during the Book Sale and its preparation week will be at the mutual consent of both parties. Section 2G notes that the library will engage in promotion of the Book Sale, which is a practice already in place. Additional changes in sections 10 and 11 update wording and content that is included in City contracts generally. City Attorney Jeff Kirkpatrick reviewed this document, and it was approved by the Foundation Board of Trustees at its January meeting.
Director's Report
Support Services Coordinator Rebecca Aracena and I will provide information on downloadable audiobooks and eBooks, both from an industry and a local perspective.

Contracts Filed:
Sheila Palmquist d/b/a Lincoln Yoga Center, Youth Retreat Presenter, $50.00
Adina Bell, Youth Retreat Presenter, $50.00

Pat Leach, Library Director
January 15, 2020
BOARD MEMBERS PRESENT: Lowell Berg, Martha Florence, Lisa Hale, Donna Marvin, Rhonda Seacrest, Joe Shaw, Dan Sloan, and County Liaison Walt Broer. A quorum was present.

OTHERS PRESENT: Pat Leach, Library Director, Julee Hatton, Assistant Library Director; Barbara Hansen, Administrative Aide, Paul Jones, Accountant; Brenda Ealey, Gere and South Branch Manager, Julie Beno, Public Service Coordinator; Katie Murtha, Support Services Manager; Rebecca Aracena, Support Services Coordinator; Gail McNair, Foundation for Lincoln City Libraries Executive Director; Jeff Kirkpatrick, City Attorney.

CALL TO ORDER: The meeting was called to order at 11:30 a.m. and the posting of the Open Meetings Law of the State of Nebraska was announced.

APPROVAL OF THE AGENDA: The agenda/meeting notice was posted according to the Open Meetings Law of the State of Nebraska. Florence moved to approve the agenda as posted. Second by Seacrest. Roll Call Vote: Berg, Florence, Hale, Marvin, Seacrest, Shaw, Sloan – aye. Motion carried 7-0.

PUBLIC COMMENT ON AGENDA ITEMS: No public comment.

APPROVAL OF MINUTES: Seacrest moved to approve the minutes of the November 19, 2019, meeting as distributed. Second by Sloan. Roll Call Vote: Florence, Hale, Marvin, Seacrest, Shaw, Sloan, Berg – aye. Motion carried 7-0.

STANDING COMMITTEE REPORTS
Committee on Administration – No report.

Committee on Buildings & Grounds – Marvin reported the committee met and reviewed the Capital Improvement Program (CIP) for Fiscal Years 2020-2026 and reviewed the projects listed. Marvin moved approval of the program. Second by Shaw.

Leach noted that she and Julee Hatton met this morning with Parks staff and more information is now available regarding the Williams Branch Library Relocation project. This is a joint project with the Parks Department. A new recreation center in Arnold Heights is being planned which would be located east of Arnold Elementary School, between the school and NW 48th Street. The Library has been invited to relocate the Williams Branch from Arnold Elementary to the new recreation center. This move would allow the Library more flexibility in serving the community. Currently the Library is restricted to being open to the general public only when school is not in session.

The CIP information should include that the facility would be 2,000 square feet at a cost of $800,000 in FY2021-2022. The project could be funded in part by the sale of the current facility to Lincoln Public Schools, Keno funds, and other miscellaneous funds.
With the construction of a new high school in northwest Lincoln, it may jump start development in the area. There is potential for adding an additional 1,000 square feet to the branch library if needed.

It was noted that the information for the two new branch libraries as presented omitted the cost of the second branch library. The new branch in east/northeast Lincoln should be included at the cost of $17,822,000.

Marvin moved to accept the amendments to the Capital Improvement Plan as presented. Second by Shaw. Roll Call Vote: Hale, Marvin, Seacrest, Shaw, Sloan, Berg, Florence – aye. Motion carried 7-0.

Roll Call Vote on the original motion to accept the Capital Improvement Plan: Marvin, Seacrest, Shaw, Sloan, Berg, Florence, Hale – aye. Motion carried 7-0.

This information will be submitted to the Planning Department electronically by January 8, 2020. The Mayor's Capital Improvements Advisory Committee will do a preliminary review of each CIP request and will hold review meetings with individual departments in February 2020. These reviews may result in adjustments to the initial plan. Staff may need to negotiate the timing of some of the projects based on funding availability.

Leach reported that staff is moving forward with plans to reestablishing plantings around Bennett Martin Public Library and install a fence to protect the plantings and discourage people from sitting in the beds and on the ledge. This will enhance the building with a more attractive entrance. Sloan added that irrigation must be included in the project. With the summer heat and all the concrete downtown, irrigation is a must in order to establish plants.

Finance Committee: Sloan reported on the Recap of Expenditures for November 2019 listing claims in the amount of $1,165,759.25. Of note this month was the expenditures of over $326,000 in capital improvements. Sloan moved to approve the report and payment of all claims. Second by Marvin. Roll Call Vote: Shaw, Sloan, Berg, Florence, Hale, Marvin, Seacrest – aye. Motion carried 7-0.

SPECIAL COMMITTEE REPORTS
Central Library - No report.

Foundation Board Executive Director - McNair reported that the membership drive is doing well with over $20,000 donated to date. We are on track compared to last year.

The Book Nooks located in most library locations brought in over $14,000 in sales during 2019. These proceeds are added to the total book sale proceeds.

McNair distributed sponsor packets for the April 2020 Wine & E. There are two sponsorship levels available this year. McNair announced that Ed Tricker will be awarded the Library Star award at Wine and E. He has retired after serving the library for 17 years.

One Book - One Lincoln: A summary report of the 2019 program was included in the meeting packet. Katie Murtha, Librarian and Coordinator of the program, gave a brief synopsis of the
program. Participation in the 2019 program dropped when compared to the 2018 program with the largest drop coming from the number of checkouts.

Hale, as the Board Liaison to the program, noted that she was on the Selection Committee. She encouraged the need to focus on the membership of the Selection Committee and be cognizant of who our readers are. Shaw noted that he enjoyed all three of the Selection Committee’s finalists. The appeal was that they were pertinent to the national conversation. Is that not what the program is supposed to be about? If the goal of the program is to encourage meaningful discussion about a pertinent community issue, then the participation numbers are less important.

The Steering Committee will be meeting in January to evaluate the program and make recommendations for the 2020 program.

NEW BUSINESS
Approval of Foundation Agreement – This is the annual renewal of the general agreement between Lincoln City Libraries and the Foundation for Lincoln City Libraries. No changes are recommended. Seacrest move to approve the renewal of the agreement. Second by Hale. Roll Call Vote: Marvin, Seacrest, Shaw, Sloan, Berg, Florence, Hale – aye. Motion carried 7-0.

PRESIDENT’S REPORT
Berg reported that he and Marvin attended the neighborhood meeting addressing homelessness in the downtown area. Leach will report on the meeting in her Director’s Report. We continue to monitor Central Library project and are anxious to receive some firm direction.

DIRECTOR’S REPORT:  Leach noted that the Fiscal Year 2018-2019 Annual Report was shared with the Board and will be forwarded to the Mayor and City Council.

The Lincoln Vital Signs report was shared at the Prosper Lincoln breakfast this morning. Several members of the library staff as well as Board members attended the event. Read Aloud Lincoln was recognized at the event, as well as Lincoln City Libraries.

Leach recognized Julie Beno and Rebecca Aracena noting that Public Service Coordinator Julie Beno will be retiring at the end of the month and that Rebecca Aracena has been selected as the Support Services Coordinator.

The Library continues working with the neighborhood regarding the homeless in the area. A meeting was held this month with service providers, library staff, Library Board members, and representatives from the History Museum, Lincoln Community Foundation, and others in the neighborhood. Karen, from Lulu’s, announced that she will no longer serve meals from her location on N Street. Beginning in January she will prepare meals there but they will be served elsewhere. Karen has made arrangements with St. Paul’s United Methodist Church, 11th & M Streets, to serve meals on Tuesdays and Thursdays. She is looking for additional sites to enable her to serve five days a week, Monday through Friday. Leach explained that she continues to communicate with neighbors and service organizations, but it may be time to fold our work into Lincoln Homeless Coalition as a subcommittee.
PUBLIC COMMENT
Walt Broer reported that in a recent visit to Phoenix he witnessed evidence that libraries are not dead. His son lives across the street from the public library in Phoenix. The library occupies a full city block. Since the parking lot was full he asked his son what event was going on at the library. His son reported that there was no special event, it is always like that, every day of the week. Berg noted that he experienced the same thing during a recent visit to Austin.

ADJOURNMENT
There being no further business, the meeting was adjourned at 12:27 PM.
MEMORANDUM

TO: Library Board

FROM: Paul E. Jones, Business Office

RECAP OF EXPENDITURES - DECEMBER 2019

Library Operational Budget - FY 2019-20 $735,144.80
Library Enc/Reapp - FY 2018-19 1,170.00
Heritage Room Fund - FY 2019-20 2,361.56
Polley Music Library - FY 2019-20 4,459.38

Total Operational Expenditures $743,135.74

Grants $385.00
Hompes Fund 3,008.46
Keno -
Miscellaneous Library Donations Funds 15,754.44
Capital Improvements 101,685.93

Total Expenditures - Other Funds 120,833.83

TOTAL EXPENDITURES $863,969.57
Foundation for Lincoln City Libraries
Nominating Committee Report

2020 Officers
- President: Ken Koop
- Vice President: Matt Kirkland
- Treasurer: Chris Steffens
- Asst. Treasurer: Brian Bock
- Secretary: Amanda Garner
- Advisor: Barb Jacobson

2020 Slate of Trustee Nominations:

Carl Eskridge
Forty years ago Carl and Janet Eskridge and their daughters, Hannah and Rachel, moved from Austin, Texas to Nebraska where Carl continues to serve as a Presbyterian minister. For twenty-five years Carl has served as an attorney in the Nebraska Office of Public Counsel/Ombudsman, assisting citizens in resolving disputes with state agencies. From 2011 to 2019 Carl represented Central and Northwest Lincoln on the City Council. Consistent throughout these forty years has been the strong desire to serve the community, working to make Lincoln a better place to live, work, and play. Carl has demonstrated that he is an enthusiastic advocate for the Lincoln City Libraries and is thrilled with the opportunity to serve on the Foundation’s Board of Trustees.

Trixie Koch
Trixie Koch grew up in Norfolk and has been in Lincoln since the late great 80’s. After the typical college jobs in 'hospitality', she became an AmeriCorps Member and worked with Supportive Housing at LAP. Summers were spent on the shores of Lake Hubert, Minnesota, guiding campers through amazing adventures in the outdoors! A decision to work more closely with young people year-round led to a position as Program Coordinator at Lighthouse Youth Center. Managing the iconic Mill Coffee Shops was an honor and a pleasure, and for most of the past 20 years, the Hardware industry has had her heart – she's currently the Buyer and Training Coordinator for family-owned QP Ace Hardware stores.

Brian Morrow
Brian Morrow is a Lincoln native and the Chief Risk Officer of Pinnacle Bancorp, Inc. He recently moved back to Lincoln after stints in Omaha, NE and Aurora, NE. He is a graduate of Pius X high school and the University of Nebraska. After spending the past 11 years in Aurora, NE he is excited to give back to his hometown. He’s been married to Alison (Eicher) for 13yrs and has four boys ages 12 and 9. In Aurora, Brian served on the Memorial Community Health hospital board, the local teammates board and mentored in the teammates program as well. His career background involves investments, financial statement analysis and risk management. When not working, he enjoys playing golf, attending sporting events and getting involved in his kids’ activities.
Samuel Settle
Samuel Settle graduated from Harvard Law School in 2019, and moved to Lincoln to practice at Hilgers Graben PLLC. His work focuses on complex commercial litigation, employment law and intellectual property. Samuel will be clerking for a justice on the Nebraska Supreme Court next year. Before becoming an attorney, he earned a bachelor’s degree from Penn State and spent four years working as a fundraiser for non-profit organizations, including the American Israel Public Affairs Committee and the Andson Foundation (a group that provides free tutoring and literacy services to K-12 students).

In his spare time, Samuel is an active hiker (favorite hike: Angels Landing at Zion National Park) and a bookworm (favorite book: *Stranger in a Strange Land* by Robert Heinlein). He has library cards from every city he’s ever worked in (including Cambridge MA, Charleston WV, Greenville SC, Las Vegas NV, Philadelphia PA, and, of course, Lincoln NE).
SERVICE AGREEMENT BETWEEN
CITY OF LINCOLN AND FOUNDATION FOR LINCOLN CITY LIBRARIES
REGARDING ANNUAL BOOK SALE

1. **INTRODUCTION.**
This Agreement is between the City of Lincoln, Nebraska on behalf of Lincoln City Libraries (“City”) and Foundation for Lincoln City Libraries (“Service Provider”) for services as outlined below.

2. **SERVICES.**
Service Provider and City enter this Agreement for Service Provider to conduct a book sale (“Book Sale”) before the end of the term of this Agreement to sell the books, periodicals, audio recordings, and other library media that City shall cull or extract from general circulation or receive as donations from other sources that shall not be a part of the City’s collection of the Lincoln City Libraries as of the date of the book sale and are specifically dedicated to the book sale (“Sale Media”). Title to the Sale Media shall at all times remain with City until such Sale Media is recycled or otherwise disposed of by Service Provider at the conclusion of the Book Sale. City and Service Provider also agree as follows:

A. Service Provider is granted authority and control to conduct the Book Sale in the manner it deems appropriate.

B. Service Provider shall pay for all expenses connected with the Book Sale, but City may provide at its discretion minor non-monetary assistance as it deems necessary.

C. All advertising and terms of Book Sale shall be reviewed and approved by the Library Director, but approval shall not be unreasonably withheld. Service Provider is permitted to state in advertising that the sale proceeds will support the Lincoln City Libraries. City shall also permit advertisement of the Book Sale in Lincoln City Libraries.

D. Lincoln City Libraries shall extract Sale Media from general circulation and receive donations of Sale Media from the public for the Book Sale. Lincoln City Libraries shall store the Sale Media until regular pickup by Service Provider or its agent and shall pay for any storage expenses for its own storage during that time. City shall receive donations of Sale Media from the public at all libraries during normal library hours. Service Provider shall also be authorized to receive donations of Sale Media from the public from time to time and to the extent donations are received Service Provider shall coordinate and cooperate with City regarding storage of same prior to disposal at the Book Sale.

E. Service Provider shall pay for the moving and storage of the Sale Media from Lincoln City Libraries properties until the annual sale as per a schedule which shall be coordinated by and between the Foundation, Lincoln City Libraries, and the entity performing moving and storage. The Service Provider shall schedule and pay for the delivery of Sale Media from storage to the venue for the annual sale. The Service Provider’s agents may also receive Sale Media from third parties to be sold at the Book Sale which shall be stored by the Service Provider.

F. Lincoln City Libraries shall not sponsor adult programming at any of its locations during the book sale week without the mutual consent of the Service Provider and the Lincoln City Libraries.
G. Lincoln City Libraries shall publicize the dates, times, and location of the Book Sale through its usual communication outlets, including, but not limited to print, electronic, and social media outlets.

H. Service Provider shall obtain and provide the venue for the Book Sale. Service Provider shall be responsible for all aspects of the Book Sale, including any staffing, dates of the Book Sale, and marketing efforts regarding the Book Sale. At a minimum, the Book Sale shall last two (2) days.

I. Service Provider shall maintain accurate records and receipts from sales at the Book Sale and shall provide an accounting of the Book Sale's gross sales, all related costs or expenses, sales tax, income, or other deductions or profit to City within twenty (20) working days of the conclusion of the Book Sale. Such accounting shall provide a calculation of the net amount realized from the Book Sale.

J. Service Provider may extract items from the Sale Media after pickup from the City for sale through electronic or other means before the Book Sale, and such sales shall be subject the terms of this Agreement. Such sales and amounts shall be included in the accounting mentioned above and as a part of the net sales for the purpose of compensation.

K. Service Provider shall recycle or otherwise dispose of the Sale Media after the Book Sale but any profit from said recycling or disposal should be included in the gross sales for the purpose of compensation.

3. DUTIES GENERALLY.

Service Provider agrees as follows:

A. To timely and professionally complete the services as described above, to furnish the labor, and pay all their own costs, including any taxes, required to complete the services.

B. To furnish everything reasonably necessary to complete the services unless specifically provided otherwise in this Agreement.

C. To apply for and obtain any and all necessary permits, certifications, licenses, variances, leases, and approvals required by any applicable law or regulations that relate to the services.

D. To conduct all activities related to the services in a lawful and reasonable manner.

E. Provide and perform all necessary labor in a professional and workmanlike manner and in accordance with the provisions of this Agreement.

F. To undertake all reasonable actions which will minimize the costs incurred with respect to the Sales Media and the Book Sale.

City agrees to perform all of its duties and responsibilities hereunder in a timely manner so as to assist and facilitate the Service Provider in performing its duties and responsibilities and to fully cooperate with the Service Provider to the extent reasonable and proper so as to assist the Service Provider regarding the Book Sale.

4. INDEPENDENT CONTRACTOR.

City is interested only in the financial results produced by this Agreement. Service Provider has sole and exclusive charge and control of the manner and means of the marketing, staffing, and overall performance of the Book Sale. Service Provider shall perform as an independent contractor and it is expressly understood that neither Service Provider nor any of its staff or
volunteers are employees of City and, thus they are not entitled to any City benefits including, but not limited to, overtime, retirement benefits, worker’s compensation, sick leave, or injury leave. Nothing contained herein shall be deemed to change or alter Service Provider’s status as a 501(c)(3) organization.

5. **TERM.**
The term of this Agreement shall commence upon execution and shall continue until completion of all of the obligations of this Agreement, but in no event longer than one year after the date of execution by City. City and Service Provider may renew this Agreement for up to three (3) additional terms in writing.

6. **COMPENSATION.**
City agrees to pay Service Provider a total of ten (10%) percent of the net sales as provided for in the accounting required by Paragraph 2G above from the Book Sale for performing the services as described above. The total compensation paid to Service Provider for services shall not exceed $25,000. All remaining net sales proceeds (i.e. net of the actual and reasonable costs incurred by Service Provider in preparing for and conducting the Book Sale as reflected in the accounting provided for above), shall be paid to City to be placed in an appropriate account as designated by the Library Director within ninety (90) working days of the conclusion of the Book Sale. Service Provider shall not receive any compensation if a Book Sale is not conducted or if the Book Sale results in no net income, regardless of early termination by either party.

7. **TERMINATION FOR BREACH.**
Either party has the right to terminate this Agreement if the other party fails to perform as required in this Agreement. Termination rights under this section may be exercised only after the non-breaching party notifies the breaching party in writing of the failure to perform and the breaching party fails to cure the breach within thirty (30) days of receipt of such written notice.

8. **TERMINATION FOR CONVENIENCE.**
City and Service Provider each have the right to terminate this Agreement for any reason for its own convenience. If City terminates this Agreement for convenience, City shall provide Service Provider with thirty (30) days written notice of the termination. Upon termination, City shall pay Service Provider for any approved and documented services completed up to the date of termination, but not to exceed the maximum amount allowed by this Agreement. If Service Provider terminates this Agreement prior to receipt of any of the Sales Media, no payment shall be due or payable to the City.

9. **TERMINATION FOR LACK OF FUNDING.**
City may terminate this Agreement in whole or in part when funding is not lawfully available for expenditure or when sources of funding are terminated, suspended, reduced, or otherwise not forthcoming through no fault of City. In the event of unavailability of funds to pay any amounts due under this Agreement, City shall immediately notify Service Provider and this Agreement shall terminate without penalty or expense to City. If such notification is received by Service Provider after receipt of all or any of the Sales Media, Service Provider may at its sole discretion proceed to conduct the Book Sale in whatever manner it deems reasonable and appropriate and
after payment of all costs and expenses incurred Service Provider shall pay over to the City one-half of the net income, if any, of the Book Sale.

10. **INSURANCE.**
The Service Provider shall, prior to beginning work, provide proof of insurance coverage in a form satisfactory to the City of Lincoln, which shall not withhold approval unreasonably. The coverages and minimum levels required by this Contract are set forth in the attached ADDENDEUM #1 INSURANCE CLAUSE FOR ALL CITY OF LINCOLN CONTRACTS.

11. **INDEMNIFICATION.**
To the fullest extent permitted by law, Service Provider shall indemnify, defend and hold harmless City, its officers, agents and employees from and against claims, damages, losses and expenses, including but not limited to attorney’s fees, arising out of or resulting from performance of this Agreement, that results in any claim for damage whatsoever, including without limitation, any bodily injury, sickness, disease, death, or any injury to or destruction of tangible or intangible property, including any loss of use resulting therefrom that is caused by the intentional or negligent act or omission of Service Provider, or anyone for whose acts any of them may be liable. This section will not require Service Provider to indemnify or hold harmless City for any losses, claims, damages, and expenses arising out of or resulting from the negligence of City. City does not waive its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law. This section survives any termination of this Agreement.

12. **AUDIT PROVISION.**
Service Provider shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and when properly and reasonably requested in writing shall make available to City’s auditor, as defined therein, copies of only those financial and performance related records and materials germane to the activities expressly provided for in this Agreement, as allowed by law, if any.

13. **FAIR EMPLOYMENT.**
Service Provider shall not discriminate against any employee with respect to compensation, terms, advancement potential, conditions, or privileges of employment, because of such person’s race, color, religion, sex, disability, national origin, ancestry, age, or marital status pursuant to the requirements of Lincoln Municipal Code Chapter 11.08, and Neb. Rev. Stat. § 48-1122, as amended.

14. **FAIR LABOR STANDARDS.**
Service Provider shall maintain Fair Labor Standards in the performance of this Agreement, as required by Chapter 73, Nebraska Revised Statutes, as amended.

15. **LIVING WAGE.**
If the compensation payable to Service Provider for services, not including out of pocket costs or expenses incurred by Service Provider, provided pursuant to this Agreement is equal to or exceeds $25,000, this Agreement is subject to the Living Wage Ordinance of the Lincoln Municipal Code Chapter 2.81. The Ordinance requires that, unless specific exemptions apply or a waiver is granted, Service Provider shall provide payment of a minimum living wage to
employees providing services pursuant to this Agreement. Under the provisions of the Lincoln Living Wage Ordinance, City shall have the authority to terminate this Agreement and to seek other remedies for violations of the ordinance.

16. **NEBRASKA LAW.**
This Agreement shall be governed and interpreted by the laws of the State of Nebraska without reference to the principles of conflicts of law.

17. **INTEGRATION, AMENDMENTS, ASSIGNMENT.**
This Agreement represents the entire agreement between the parties and all prior negotiations and representations are hereby expressly excluded from this Agreement. This Agreement may be amended only by written agreement of both parties. This Agreement may not be assigned without the prior written consent of the other party.

18. **SEVERABILITY & SAVINGS CLAUSE.**
Each section and each subdivision of a section of this Agreement is hereby declared to be independent of every other section or subdivision of a section so far as inducement for the acceptance of this Agreement and invalidity of any section or subdivision of a section of this Agreement shall not invalidate any other section or subdivision of a section thereof.

19. **CAPACITY.**
The undersigned person representing Service Provider does hereby agree and represent that he or she is legally capable to sign this Agreement and to lawfully bind Service Provider to this Agreement.

20. **ATTESTATION.**
In accordance with Neb. Rev. Stat. §§ 4-108 through 4-114, and to the extent applicable the Service Provider agrees to register with a federal immigration verification system to determine the work eligibility status of any new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C.§ 1324a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Service Provider shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A.§ 1324b.
IN WITNESS WHEREOF, Service Provider and City do hereby execute this Agreement.

LINCOLN CITY LIBRARIES

__________________________________ _______________
Library Board President Date

FOUNDATION FOR LINCOLN CITY LIBRARIES

__________________________________ _______________
Foundation Board President Date
INSURANCE CLAUSE FOR ALL CITY OF LINCOLN, LANCASTER COUNTY AND PUBLIC BUILDING COMMISSION CONTRACTS

Insurance coverage on this Contract will be required for the entities selected below
☒ City of Lincoln ☐ Lancaster County ☐ Public Building Commission

Vendors must provide coverage & documents related to the items with a check mark in Sections 1 – 1.9.
This includes proof of coverage and waivers as required below.
All Vendors must comply with Sections 2-8.

THE REQUIREMENTS HEREIN APPLY TO CONTRACTS TO BE ISSUED BY THE CITY OF LINCOLN, LANCASTER COUNTY, AND THE LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION. FOR PURPOSES OF CERTIFICATES, ENDORSEMENTS AND OTHER PROOF REQUIRED HEREIN, ONLY INCLUDE THE ENTITY ISSUING THE CONTRACT.

FAILURE OF THE APPROPRIATE ENTITY (CITY, COUNTY, OR PUBLIC BUILDING COMMISSION) TO OBJECT TO THE FORM OF THE CERTIFICATE OR ENDORSEMENT OR TO DEMAND SUCH PROOF AS IS REQUIRED HEREIN SHALL NOT CONSTITUTE A WAIVER OF ANY OF THE INSURANCE REQUIREMENTS SET FORTH BELOW.

Insurance: Coverage Information
The Contractor shall, prior to beginning work, provide proof of insurance coverage in a form satisfactory to the City/County/PBC, which shall not withhold approval unreasonably. The coverages and minimum levels required by this Contract are set forth below and shall be in effect for all times that work is being done pursuant to this Contract. No work on the Project or pursuant to this Contract shall begin until all insurance obligations herein are met to the satisfaction of the City/County/PBC, which shall not unreasonably withhold approval. Self-insurance shall not be permitted unless consent is given by the City/County/PBC prior to execution of the Contract and may require submission of financial information for analysis. Deductible levels shall be provided in writing from the Contractor’s insurer and will be no more than $25,000 per occurrence or as may be approved by the City or County as appropriate. Said insurance shall be written on an OCCURRENCE basis, and shall be PRIMARY, with any insurance coverage maintained by the City/County/PBC being secondary or excess.

Certificates
The Contractor shall provide certificates of insurance and such other proof, such as endorsements, as may be acceptable to the City or County (as appropriate) evidencing compliance with these requirements. The Contractor shall provide a Certificate of Insurance demonstrating the coverage required herein and the necessary endorsements or other proof and waivers described herein and below before being permitted to begin the work or project pursuant to this Contract.
1. **Commercial General Liability**
   The Contractor shall provide proof of Commercial General Liability Insurance with a minimum limit of not less than $1,000,000 each occurrence and $2,000,000 aggregate. These minimum limits can be met by primary and umbrella liability policies. Coverage shall include: Premises-Operations, Products/Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury. Such coverage shall be endorsed for the general aggregate to be on a **PER PROJECT** basis, and the Contractor shall provide an additional insured endorsement acceptable to the City/County/PBC. The required insurance must include coverage for all projects and operations of Contractor or similar language that meets the approval of the City/County/PBC, which approval shall not be unreasonably withheld.

1.1 **Additional Insured (Requires an Endorsement Form)**
   All Contractors shall provide an Additional Insured Endorsement form or other proof showing the City/County/PBC as additional insured for commercial general liability, auto liability and such other coverages as may be required by the City/County/PBC. The form or other proof shall be as is acceptable to the City/County Attorney.

1.2 **Automobile Liability**
   The Contractor shall provide proof of Automobile Liability coverage, which shall include: Owned, Hired and Non-Owned. Bodily Injury and Property Damage Combined Single Limit shall be at least $1,000,000 Per Accident.

1.3 **Garage Keepers / Garage Liability**
   The Contractor shall provide garage insurance, if required. Coverage shall include Garage Liability and Garage Keepers on a Direct Primary Basis, including Auto Physical Damage, with limits of not less than $1,000,000 each accident Bodily Injury and Property Damage combined liability and Actual Cash Value auto physical damage. Coverage symbol(s) 30 and 21 shall be provided, where applicable.

1.4 **Workers' Compensation; Employers’ Liability**
   The Contractor shall provide proof of workers’ compensation insurance of not less than minimum statutory requirements under the laws of the State of Nebraska and any other applicable State. Employers’ Liability coverage with limits of not less than $500,000 each accident or injury shall be included. The Contractor shall provide the City/County/PBC with an endorsement for waiver of subrogation or other proof of such waiver as may be acceptable to the City or County. The Contractor shall also be responsible for ensuring that all subcontractors have workers’ compensation insurance for their employees before and during the time any work is done pursuant to this Contract.
1.5 Builder's Risk Insurance

The Contractor shall purchase and maintain builder’s risk property insurance for all sites upon which construction is occurring as provided by Contract and all storage sites where equipment, materials, and supplies of any kind purchased pursuant to the Contract are being held or stored unless the Contractor receives notice that the City/County/PBC has obtained a builder’s risk policy for itself. Except to the extent recoverable by Contractor from another subcontractor, deductibles shall be the responsibility of the Contractor. This coverage is required whenever the work under contract involves construction or repair of a building structure or bridge.

1.5.1 Waiver of Builder's Risk Insurance Carrier's Subrogation Rights

The Contractor and its subcontractor(s) waive all rights of action and subrogation that the insurance company providing the builder's risk policy may have against each of them and/or the City/County/PBC, Architect, and the officers, agents and employees of any of them, for all claims, damages, injuries and losses, to the extent covered by such property insurance. Such waiver of subrogation shall be effective for such persons even though such persons would otherwise have a duty of indemnification or contribution, contractual or otherwise, and even though such persons did not pay the insurance premium directly or indirectly, and whether or not such persons had an insurable interest in any property damaged. The Contractor or subcontractor shall provide proof of such waiver.

1.6 Pollution Liability

Contractors shall provide proof of pollution liability insurance arising out of all operations of the Contractors and subcontractors, due to discharge, dispersal, release, or escape of contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water with bodily injury and property damage limits of not less than $1,000,000 per occurrence and $2,000,000 annual aggregate for:

1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;
2) Property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
3) Defense including loss adjustment costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages;
4) Definition of pollution conditions shall include asbestos, lead, and mold so that these risks are covered if caused by Contractor/successful candidate’s work or operations.
5) Coverage is required on an occurrence form.
1.7 **Errors and Omissions: Professional Liability**

Errors and Omissions or Professional Liability insurance, as may be required, covering damages arising out of negligent acts, errors, or omissions committed by Contractor in the performance of this Contract, with a liability limit of not less than $1,000,000 each claim. Contractor shall maintain this policy for a minimum of two (2) years after completion of the work or shall arrange for a two year extended discovery (tail) provision if the policy is not renewed. The intent of this policy is to provide coverage for claims arising out of the performance of professional Services under this contract and caused by any error, omission, breach or negligent act, including infringement of intellectual property (except patent and trade secret) of the Contractor. This coverage is required whenever the Contractor or service provider is required to be certified, licensed or registered by a regulatory entity and/or where the provider’s judgment in planning and design could result in economic loss to City/County/PBC.

1.8 **Railroad Contractual Liability Insurance**

If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or railroad crossing, the Contractor must provide proof acceptable to the City or County that any exception for such work in the Contractor’s commercial general liability policy has been removed or deleted.

1.8.1 **Railroad Protective Liability**

If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, the Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with minimum limits for bodily injury and property damage of $2,000,000 per occurrence, $6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad. The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the City/County/PBC Purchasing Department prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.

1.9 **Cyber Insurance**

The Contractor shall maintain network risk and cyber liability coverage (including coverage for unauthorized access, failure of security, breach of privacy perils, as well at notification costs and regulatory defense) in an amount of not less than $1,000,000. Such insurance shall be maintained in force at all times during the term of the Contract and for a period of two years thereafter for services completed during the term of the Contract.
2. **Cancellation Notice**
All Contractors shall include an endorsement to provide for at least thirty (30) days’ firm written notice in the event of cancellation during the term of the Contract and during the period of any required continuing coverages. The Contractor shall provide, prior to expiration of the policies, certificates and endorsement forms evidencing renewal insurance coverages. The parties agree that the failure of City/County/PBC to object to the form of a certificate and/or additional insured endorsement or endorsement forms provided shall not constitute a waiver of this requirement.

3. **Risk of Loss**
Except to the extent covered by the builder's risk insurance, the Contractor shall have the sole responsibility for the proper storage and protection of, and assumes all risk of loss of, any subcontractor's Work and tools, materials, equipment, supplies, facilities, offices and other property at or off the Project site. The Contractor shall be solely responsible for ensuring each subcontractor shall take every reasonable precaution in the protection of all structures, streets, sidewalks, materials and work of other subcontractors. Contractor shall protect its Work from damage by the elements or by other trades working in the area.

4. **Umbrella or Excess Liability**
The Contractor may use an Umbrella, Excess Liability, or similar coverage to supplement the primary insurance stated above in order to meet or exceed the minimum coverage levels required by this Contract.

5. **Minimum Scope of Insurance**
All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted otherwise.

6. **Indemnification**
To the fullest extent permitted by law the Contractor shall indemnify, defend, and hold harmless the Owner, its elected officials, officers, employees, agents, consultants, and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible or intangible property, including the Work itself, but only to the extent caused by the negligent, wrongful, or intentional acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or
expense is caused in part by the negligence of a party indemnified hereunder. In the event the claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder, the indemnification by the Contractor shall be prorated based on the extent of the liability of the party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce obligations of indemnity which would otherwise exist as to a party or person described in this Section. Nothing herein shall be construed to be a waiver of sovereign immunity by the Owner.

7. **Reservation of Rights**
The City/County/PBC reserves the right to require a higher limit of insurance or additional coverages when the City/County/PBC determines that a higher limit or additional coverage is required to protect the City/County/PBC or the interests of the public. Such changes in limits or coverages shall be eligible for a change order or amendment to the Contract.

8. **Sovereign Immunity**
Nothing contained in this clause or other clauses of this Contract shall be construed to waive the Sovereign Immunity of the City/County/PBC.

9. **Further Contact**
For further information or questions concerning coverage or acceptable forms, Contractors may contact the Purchasing Division or the department that issued the bid or the request for proposal.

For general questions regarding Insurance Requirements, please contact Risk Management for the City or County.
LIBRARY DIRECTOR’S REPORT
December 2019

Traditionally, December is a slower month at Lincoln City Libraries. We suspend our usual Library Learning Times as our customers prepare for the holidays. Usually more items are returned than checked out. This year, the library held a special breakfast event geared to dads and their children (though all were welcome!) on the weekend before Christmas, which had excellent attendance. At the end of the year, New Year’s Eve parties drew crowds at some libraries, and a special costumed book character, “Llama Llama” based on the books by Anna Dewdney, began a library tour, with a detour to visit our friends at the Lincoln Children’s Museum. We are also putting a lot of energy toward plans for the third annual Winter Reading Challenge, part of a national reading promotion in January.

Bennett Martin Library Public Services Supervisor Julie Beno retired on December 27 after 29 years of service to Lincoln City Libraries.

Systemwide business held steady in comparison with December of 2018. Computer use shows steady decline as more people use mobile devices, though we expect to continue serving the segment of our community lacking adequate hardware, access, or skill with technology. Use of the library’s wireless network remains high. Use of downloadable audio and eBooks shows continued significant growth.

The following reports detail work in support of the library Strategic Plan.

OUR VISION: THE LIBRARY EXPERIENCE
Setting a distinctive tone in promoting and providing lifelong education for our entire community. Literacy, Learning and Literature, shared in community, and engagement in community celebrations, solutions, and innovations as seen in:

Technology
Bennett Martin Public Services Coordinator Julie Beno noted, “Charlotte taught several patrons applying for jobs online how to upload a resume from a jump drive to the site.”

Collaboration
Eiseley/Williams/BKM Manager Lisa Olivigni reported, “I attended a meeting sponsored by the Lincoln Housing Authority at Arnold Elementary on Tuesday, December 10. Participants discussed resources and activities available in the Air Park area. I was also able to discuss questions from the community conversation document. There was positive feedback about the change to open hours last summer at Williams Branch. Some customers said they would like a wider variety of adult fiction. Others really appreciated placing holds at other branches and picking them up at Williams. Some parents were very happy that there are no longer fines on children’s and YA resources.”
AREAS OF EXCELLENCE AND FOCUS

Primary Area of Focus—Early Childhood
Bennett Martin Public Services Coordinator Julie Beno provided this staff report, “On December 21st, Rio, Sharon, Mai and Garren hosted a Dads Day: Brunch & Build event at Bennett Martin. We had 132 people attend, including dads, kids, and some moms. It was a culturally and racially diverse crowd. The Waffleman was serving up food and Home Depot donated four types of building kits. Garren added, ‘Four or five dads approached me as they were leaving to shake my hand and thank us for hosting this kind of event. It was a wonderfully noisy morning with all of the hammering!’"

ADDITIONAL AREAS OF FOCUS—in these, the library usually collaborates with other organizations

All Students
Heritage Room Curator Diane Wilson reported, “A UNL class focused on writing children’s books led by Professor Judy Diamond met in the Heritage Room for one of their weekly classes. LCL Youth Services Coordinator Vicki Wood and UNL Heritage Room intern Anna Crinklaw also attended.”

Employment
Library staff assists many individuals regarding employment and benefits. Anderson/Bethany Branch Manager Kim Shelley included this customer service story, “On December 20, a man came to Anderson Branch Library to file for unemployment benefits. The customer does seasonal work, and he has filed for unemployment many times in the past. Since the last time he filed in 2018, the Nebraska Department of Labor revised the online forms, and he was no longer able to file via his smart phone. The frustrated man readily admitted, “I’m no good with computers.” I assisted the customer, walking him through every screen and every field of the online unemployment forms. After more than an hour of help, the customer successfully filed his unemployment claim.”

Building up the Culture of Lincoln

• Maker
Gere/South Branch Manager Brenda Ealey reported, “Wyatt shared that one of Gere’s regular teen customers was in this month working with the 3D printer to make gifts for his family. This particular customer has shared tips with staff on printing lithophanes – think panels which when backlit illuminate a photo.”

Brenda also included this staff report, “Melanie had 15 people at the Mini-Makerspace Program at South Library on the 10th. She featured Makerspace kits and read a story about coding – How to Code a Sandcastle by Josh Funk – a great way to introduce coding to preschool and early elementary youth. They also had time to work and play with Dash and Dot robots...Those attending also had a chance to practice simple coding with the ozobots and the Dash Xylophone. Parents and kids had a good time and left asking about other library programs.”

Walt Branch Manager Jodene Glaesemann reported, “As part of the national Hour of Code during Computer Science Education Week, Walt hosted two events. Sphero Mini-Golf was for middle school aged youth. After getting used to how they moved on the “putting green,” the youth used smartphones to putt mini Sphero robots through seven holes. The hour then expanded to a true maker space with Cubelets and LEGO blocks as the attendees made a robot which competed with the Sphero to see which could best climb a plane incline. Different slopes and speeds and were tried. A teen was overheard saying, ‘we’re engineers!’”
• **Reading**
Gere/South Branch Manager Brenda Ealey passed along this staff report, “Wyatt shared this story: ‘A customer approached me at the front desk one evening and, while checking out, shared how much her husband loves the Libby and Hoopla services [for downloading audio and eBooks]. She said that her husband had never been a reader and did not enjoy books growing up, but that he now listens to 10+ books a month using the Libby and Hoopla apps. She said they discuss their books and she has been thrilled to see her husband enjoy reading as much, if not more, than herself.’”

**Arts and Music**
Polley Music Librarian Scott Scholz reported, “During the holiday music rush the few weeks before Christmas, I had the opportunity to promote Mannheim Steamroller arrangements to a few patrons who were looking for “hipper” holiday arrangements with a jazzier approach to instrumentation. A few folks weren’t aware of the Nebraska connection to that band, so it was good to add another reason to pursue transcriptions of that body of work.”

Pat Leach, Library Director
January 15, 2020
# Lincoln City Libraries
## December 2019 Use Report

<table>
<thead>
<tr>
<th>Location</th>
<th>Loans</th>
<th>Visits</th>
<th>Computer Reservations</th>
<th>Program &amp; Outreach Attendance</th>
<th>December 2019 Total Use</th>
<th>December 2018 Total Use</th>
<th>CHANGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bennett Martin Public Library</td>
<td>18,521</td>
<td>15,431</td>
<td>3,510</td>
<td>622</td>
<td>38,084</td>
<td>39,934</td>
<td>-4.63%</td>
</tr>
<tr>
<td>Anderson Branch</td>
<td>13,511</td>
<td>5,906</td>
<td>1,258</td>
<td>19</td>
<td>20,694</td>
<td>22,688</td>
<td>-8.79%</td>
</tr>
<tr>
<td>Bethany Branch</td>
<td>8,405</td>
<td>3,267</td>
<td>459</td>
<td>40</td>
<td>12,171</td>
<td>12,330</td>
<td>-1.26%</td>
</tr>
<tr>
<td>Eiseley Branch</td>
<td>24,939</td>
<td>11,081</td>
<td>1,802</td>
<td>370</td>
<td>38,192</td>
<td>40,367</td>
<td>-5.39%</td>
</tr>
<tr>
<td>Gere Branch</td>
<td>61,748</td>
<td>17,959</td>
<td>1,959</td>
<td>294</td>
<td>81,960</td>
<td>85,707</td>
<td>-4.37%</td>
</tr>
<tr>
<td>South Branch</td>
<td>10,271</td>
<td>4,147</td>
<td>845</td>
<td>93</td>
<td>15,356</td>
<td>14,402</td>
<td>6.62%</td>
</tr>
<tr>
<td>Walt Branch</td>
<td>41,644</td>
<td>13,236</td>
<td>1,558</td>
<td>1,145</td>
<td>57,583</td>
<td>56,290</td>
<td>2.30%</td>
</tr>
<tr>
<td>Williams Branch</td>
<td>805</td>
<td>780</td>
<td>63</td>
<td>56</td>
<td>1,704</td>
<td>2,074</td>
<td>-17.84%</td>
</tr>
<tr>
<td>Lied Bookmobile</td>
<td>1,317</td>
<td>265</td>
<td>1</td>
<td>0</td>
<td>1,583</td>
<td>588</td>
<td>169.22%</td>
</tr>
<tr>
<td>InterLibrary Loan</td>
<td>228</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>228</td>
<td>202</td>
<td>12.87%</td>
</tr>
<tr>
<td><strong>SUBTOTAL</strong></td>
<td>181,389</td>
<td>72,072</td>
<td>11,455</td>
<td>2,639</td>
<td>267,555</td>
<td>274,582</td>
<td>-2.56%</td>
</tr>
<tr>
<td>Download/Stream Audio</td>
<td>23,088</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>23,088</td>
<td>18,315</td>
<td>26.06%</td>
</tr>
<tr>
<td>Download/Stream eBooks</td>
<td>20,020</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>20,020</td>
<td>16,935</td>
<td>18.22%</td>
</tr>
<tr>
<td>Stream Video</td>
<td>962</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>962</td>
<td>853</td>
<td>12.78%</td>
</tr>
<tr>
<td><strong>TOTAL LOANS WITH ELECTRONIC USE</strong></td>
<td>225,459</td>
<td>72,072</td>
<td>11,455</td>
<td>2,639</td>
<td>311,625</td>
<td>310,685</td>
<td>0.30%</td>
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<table>
<thead>
<tr>
<th>Holdings Report</th>
<th>PRINT</th>
<th>NON PRINT</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Adult</td>
<td>Youth</td>
<td></td>
</tr>
<tr>
<td>Owned</td>
<td>374,639</td>
<td>307,421</td>
<td>742,060</td>
</tr>
<tr>
<td>Added</td>
<td>1,915</td>
<td>1,891</td>
<td>3,806</td>
</tr>
<tr>
<td>Withdrawn</td>
<td>41</td>
<td>-11</td>
<td>23</td>
</tr>
<tr>
<td>Current</td>
<td>376,595</td>
<td>309,301</td>
<td>795,896</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>REGISTRATIONS</th>
<th>Purged</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Resident</td>
<td>190,068</td>
<td>181,897</td>
</tr>
<tr>
<td>ConnectED</td>
<td>47,004</td>
<td>39,497</td>
</tr>
<tr>
<td>County</td>
<td>12,654</td>
<td>13,159</td>
</tr>
<tr>
<td>NonResident</td>
<td>1,010</td>
<td>947</td>
</tr>
<tr>
<td>Reciprocal</td>
<td>736</td>
<td>695</td>
</tr>
<tr>
<td>Limited Use</td>
<td>10,253</td>
<td>9,808</td>
</tr>
<tr>
<td><strong>Total Active</strong></td>
<td>261,725</td>
<td>246,003</td>
</tr>
</tbody>
</table>
## December 2019 Use Compared to December 2018

### Lincoln City Libraries

<table>
<thead>
<tr>
<th>Location</th>
<th>Print Checkouts</th>
<th>Non-Print Checkouts</th>
<th>Loan Change</th>
<th>Total Checkouts</th>
</tr>
</thead>
<tbody>
<tr>
<td>BMPL</td>
<td>13,088</td>
<td>14,005</td>
<td>-6.55%</td>
<td>18,521</td>
</tr>
<tr>
<td>Anderson</td>
<td>9,135</td>
<td>9,095</td>
<td>0.44%</td>
<td>13,511</td>
</tr>
<tr>
<td>Bethany</td>
<td>6,671</td>
<td>6,240</td>
<td>6.04%</td>
<td>8,405</td>
</tr>
<tr>
<td>Eiseley</td>
<td>19,153</td>
<td>18,867</td>
<td>1.52%</td>
<td>24,039</td>
</tr>
<tr>
<td>Gere</td>
<td>48,959</td>
<td>48,667</td>
<td>0.60%</td>
<td>61,748</td>
</tr>
<tr>
<td>South</td>
<td>7,879</td>
<td>6,500</td>
<td>21.22%</td>
<td>10,271</td>
</tr>
<tr>
<td>Walt</td>
<td>33,298</td>
<td>32,463</td>
<td>2.57%</td>
<td>41,644</td>
</tr>
<tr>
<td>Williams</td>
<td>536</td>
<td>545</td>
<td>-1.65%</td>
<td>505</td>
</tr>
<tr>
<td>Lied Bookmobile</td>
<td>1,066</td>
<td>443</td>
<td>140.63%</td>
<td>1,317</td>
</tr>
<tr>
<td>InterLibrary Loan</td>
<td>228</td>
<td>202</td>
<td>12.87%</td>
<td>228</td>
</tr>
</tbody>
</table>

**TOTAL CHECKOUTS**: 139,959 | 137,027 | 2.14% | 41,430 | 48,919 | -15.31% | 181,389 | 185,946 | -2.45%

**Download/Stream Audio**: 0 | 0 | 0.00% | 23,088 | 18,315 | 26.06% | 23,088 | 18,315 | 26.06%

**Download/Stream eBook**: 0 | 0 | 0.00% | 20,020 | 16,935 | 18.22% | 20,020 | 16,935 | 18.22%

**Stream Video**: 0 | 0 | 0.00% | 962 | 853 | 12.78% | 962 | 853 | 12.78%

**TOTAL WITH DOWNLOADS**: 139,959 | 137,027 | 2.14% | 85,500 | 85,022 | 0.56% | 225,459 | 222,049 | 1.54%

<table>
<thead>
<tr>
<th>Location</th>
<th>Youth Checkouts</th>
<th>Adult Checkouts</th>
<th>Visits Change</th>
<th>Visits Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>BMPL</td>
<td>5,363</td>
<td>5,938</td>
<td>-9.68%</td>
<td>15,431</td>
</tr>
<tr>
<td>Anderson</td>
<td>5,511</td>
<td>5,540</td>
<td>-0.52%</td>
<td>5,906</td>
</tr>
<tr>
<td>Bethany</td>
<td>4,554</td>
<td>4,331</td>
<td>5.15%</td>
<td>3,267</td>
</tr>
<tr>
<td>Eiseley</td>
<td>14,478</td>
<td>14,451</td>
<td>0.19%</td>
<td>11,081</td>
</tr>
<tr>
<td>Gere</td>
<td>30,643</td>
<td>30,494</td>
<td>0.49%</td>
<td>17,959</td>
</tr>
<tr>
<td>South</td>
<td>5,332</td>
<td>4,236</td>
<td>25.87%</td>
<td>4,147</td>
</tr>
<tr>
<td>Walt</td>
<td>26,235</td>
<td>26,272</td>
<td>-0.14%</td>
<td>13,236</td>
</tr>
<tr>
<td>Williams</td>
<td>577</td>
<td>517</td>
<td>-6.48%</td>
<td>780</td>
</tr>
<tr>
<td>Lied Bookmobile</td>
<td>796</td>
<td>322</td>
<td>147.20%</td>
<td>265</td>
</tr>
<tr>
<td>InterLibrary Loan</td>
<td>0</td>
<td>0</td>
<td>0.00%</td>
<td>0</td>
</tr>
</tbody>
</table>

**Subtotal**: 93,489 | 92,201 | 1.40% | 87,900 | 93,745 | -6.23% | 72,972 | 73,405 | -1.82%

**Download/Stream Audio**: 3,065 | 2,595 | 18.92% | 20,002 | 15,720 | 27.24% |

**Download/Stream eBook**: 2,559 | 2,229 | 14.80% | 17,461 | 14,706 | 18.73% |

**Stream Video**: 0 | 0 | 0.00% | 962 | 853 | 12.78% |

**TOTAL**: 99,134 | 97,025 | 2.17% | 126,325 | 125,024 | 1.04% | 72,972 | 73,405 | -1.82%

<table>
<thead>
<tr>
<th>Location</th>
<th>Program &amp; Outreach Attendance - Youth</th>
<th>Program &amp; Outreach Attendance - Adult</th>
<th>Computer Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>BMPL</td>
<td>545</td>
<td>148.86%</td>
<td>3,510</td>
</tr>
<tr>
<td>Anderson</td>
<td>10</td>
<td>-52.38%</td>
<td>1,258</td>
</tr>
<tr>
<td>Bethany</td>
<td>0</td>
<td>0.00%</td>
<td>459</td>
</tr>
<tr>
<td>Eiseley</td>
<td>370</td>
<td>-34.16%</td>
<td>1,802</td>
</tr>
<tr>
<td>Gere</td>
<td>231</td>
<td>-18.09%</td>
<td>1,959</td>
</tr>
<tr>
<td>South</td>
<td>93</td>
<td>615.38%</td>
<td>845</td>
</tr>
<tr>
<td>Walt</td>
<td>1,080</td>
<td>145.45%</td>
<td>1,558</td>
</tr>
<tr>
<td>Williams</td>
<td>56</td>
<td>43.59%</td>
<td>63</td>
</tr>
<tr>
<td>Lied Bookmobile</td>
<td>0</td>
<td>0.00%</td>
<td>1</td>
</tr>
<tr>
<td>Data Base Use</td>
<td>0</td>
<td>0.00%</td>
<td>0</td>
</tr>
</tbody>
</table>

**TOTAL**: 2,385 | 1,576 | 51.33% | 254 | 355 | -28.45% | 11,455 | 13,300 | -13.87%
LINCOLN CITY LIBRARIES
Monthly Categorical Report
December 31, 2019

<table>
<thead>
<tr>
<th>Budget Amount</th>
<th>Budgeted Year-to-Date</th>
<th>Expended Year-to-Date</th>
<th>Balance</th>
<th>Current Month Expended</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administration-Div. 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Personnel</td>
<td>$733,772.00</td>
<td>$244,590.67</td>
<td>$261,973.34</td>
<td>$471,798.66</td>
</tr>
<tr>
<td>Supplies</td>
<td>28,000.00</td>
<td>9,333.33</td>
<td>8,090.06</td>
<td>19,909.94</td>
</tr>
<tr>
<td>Services &amp; Charges</td>
<td>79,104.00</td>
<td>26,368.00</td>
<td>42,601.34</td>
<td>36,502.66</td>
</tr>
<tr>
<td>Other</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Total</td>
<td>$840,876.00</td>
<td>$280,292.00</td>
<td>$321,664.74</td>
<td>$528,211.26</td>
</tr>
<tr>
<td>Percent Expended</td>
<td>33.33%</td>
<td>37.18%</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Buildings & Grounds-Div. 2 |
| Personnel | $93,392.00 | $31,130.67 | $31,276.78 | $62,115.22 | $8,181.44 |
| Supplies | 30,000.00 | 10,000.00 | 7,412.07 | 22,587.93 | 2,515.06 |
| Services & Charges | 1,057,302.00 | 352,434.00 | 263,440.90 | 793,861.10 | 58,559.52 |
| Other | - | - | - | - | - |
| Total | $1,180,694.00 | $393,564.67 | $302,129.75 | $878,564.25 | $69,256.02 |
| Percent Expended | 33.33% | 25.59% |

| Public Service-Div. 3 |
| Personnel | $5,391,058.00 | $1,797,019.33 | $1,567,604.91 | $3,823,453.09 | $388,123.83 |
| Supplies | 46,960.00 | 15,653.33 | 12,073.47 | 34,886.53 | 6,920.30 |
| Services & Charges | 56,300.00 | 18,766.67 | 16,696.07 | 39,603.93 | 2,164.08 |
| Other | - | - | - | - | - |
| Total | $5,494,318.00 | $1,831,439.33 | $1,596,374.45 | $3,897,943.55 | $397,208.21 |
| Percent Expended | 33.33% | 29.06% |

| Support Services-Div. 4 |
| Personnel | $1,317,480.00 | $439,160.00 | $331,359.53 | $986,120.47 | $80,419.19 |
| Supplies | 61,000.00 | 20,333.33 | 14,471.18 | 34,886.53 | 6,920.30 |
| Services & Charges | 271,675.00 | 90,558.33 | 64,962.04 | 206,712.96 | 13,810.45 |
| Other | 866,300.00 | 288,766.67 | 273,640.84 | 592,659.16 | 102,951.96 |
| Total | $2,516,455.00 | $838,818.33 | $684,433.59 | $1,832,021.41 | $201,896.63 |
| Percent Expended | 33.33% | 27.20% |

| Total Library Operational |
| Personnel | $7,535,702.00 | $2,511,900.67 | $2,192,214.56 | $5,343,487.44 | $538,019.57 |
| Supplies | 165,960.00 | 55,320.00 | 42,046.78 | 123,913.22 | 16,627.03 |
| Services & Charges | 1,464,381.00 | 488,127.00 | 387,700.35 | 1,076,680.65 | 77,546.24 |
| Other | 866,300.00 | 288,766.67 | 273,640.84 | 592,659.16 | 102,951.96 |
| Total | $10,032,343.00 | $3,344,114.33 | $2,895,602.53 | $7,136,740.47 | $735,144.80 |
| Percent Expended | 33.33% | 28.86% |

<table>
<thead>
<tr>
<th>Other Library Fund Appropriations</th>
<th>Amount Appropriated</th>
<th>Expended Year-to-Date</th>
<th>Balance</th>
<th>Current Month Expended</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY 2018-19 Encumbrances</td>
<td>$141,619.60</td>
<td>$138,855.68</td>
<td>$2,763.92</td>
<td>$1,170.00</td>
</tr>
</tbody>
</table>

Prepared by Paul E. Jones, Library, 402.441.8513
### LINCOLN CITY LIBRARIES - FUND BALANCES
#### December 2019

<table>
<thead>
<tr>
<th></th>
<th>Beginning Balance</th>
<th>Receipts</th>
<th>Expended</th>
<th>Ending Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>GRANT FUNDS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Net Lender Fund</td>
<td>$299.62</td>
<td>$-</td>
<td>$-</td>
<td>$299.62</td>
</tr>
<tr>
<td>State Aid 2018</td>
<td>12,260.43</td>
<td>$-</td>
<td>385.00</td>
<td>11,875.43</td>
</tr>
<tr>
<td>State Aid 2019</td>
<td>47,802.00</td>
<td>$-</td>
<td>$-</td>
<td>47,802.00</td>
</tr>
<tr>
<td><strong>DONATED FUNDS</strong></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Heritage Room</td>
<td>$73,012.24</td>
<td>$109.94</td>
<td>$2,361.56</td>
<td>$70,760.62</td>
</tr>
<tr>
<td>Polley Music Library</td>
<td>218,605.90</td>
<td>$272.61</td>
<td>4,459.38</td>
<td>214,419.13</td>
</tr>
<tr>
<td>Joseph J. Hompes</td>
<td>47,262.54</td>
<td>$69.46</td>
<td>3,008.46</td>
<td>44,323.54</td>
</tr>
<tr>
<td>Misc. Library Donations</td>
<td>371,512.05</td>
<td>$610.99</td>
<td>13,942.92</td>
<td>358,180.12</td>
</tr>
<tr>
<td>Alice Nielsen</td>
<td>77,734.05</td>
<td>$113.39</td>
<td>$-</td>
<td>77,847.44</td>
</tr>
<tr>
<td>Dorothy Holland</td>
<td>111,816.87</td>
<td>$163.11</td>
<td>$-</td>
<td>111,979.98</td>
</tr>
<tr>
<td>Glennis Leapley</td>
<td>59,478.17</td>
<td>$86.76</td>
<td>$-</td>
<td>59,564.93</td>
</tr>
<tr>
<td>Lincoln Cares</td>
<td>3,718.84</td>
<td>$471.90</td>
<td>$-</td>
<td>4,190.74</td>
</tr>
<tr>
<td>Read Aloud Lincoln</td>
<td>2,553.75</td>
<td>$2,231.78</td>
<td>1,811.52</td>
<td>2,974.01</td>
</tr>
<tr>
<td><strong>APPROPRIATED FUNDS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Heritage Room FY 2019-20</td>
<td>$34,826.00</td>
<td>$2,361.56</td>
<td>$9,602.45</td>
<td>$25,223.55</td>
</tr>
<tr>
<td>Polley Music Library FY 2019-20</td>
<td>113,180.00</td>
<td>$4,459.38</td>
<td>22,695.81</td>
<td>90,484.19</td>
</tr>
<tr>
<td>Keno FY 2018-19</td>
<td>47,881.47</td>
<td>$-</td>
<td>47,881.47</td>
<td>$-</td>
</tr>
<tr>
<td>Keno FY 2019-20</td>
<td>840,840.00</td>
<td>$-</td>
<td>29,558.23</td>
<td>811,281.77</td>
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<tr>
<td>Capital Improvement Projects</td>
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<td></td>
<td></td>
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<tr>
<td>FY 2017-18 Gere HVAC</td>
<td>363,800.00</td>
<td>$37,324.21</td>
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<td>$-</td>
</tr>
<tr>
<td>FY 2018-19 Anderson Parking Lot</td>
<td>307,100.00</td>
<td>$-</td>
<td>$-</td>
<td>307,100.00</td>
</tr>
<tr>
<td>FY 2018-19 Energy Savings Projects</td>
<td>1,812,663.00</td>
<td>$64,361.72</td>
<td>1,689,963.62</td>
<td>122,699.38</td>
</tr>
</tbody>
</table>

Prepared by Paul E. Jones, Library, 402.441.8513