CORRECTED MEETING NOTICE

DATE: February 17, 2021
TO: Library Board, Mayor, City Attorney
FROM: Pat Leach, Library Director
SUBJECT: Library Board Meeting

DATE AND PLACE OF MEETING: Thursday, February 18, 2021
Bennett Martin Public Library
136 S. 14th Street
Use N Street Entrance

STARTING TIME OF MEETING: 12:00 PM
CHAIRMAN OF MEETING: Lisa Hale, President
PURPOSE OF MEETING: Monthly Business 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. Library Board Special Committee Reports
5. Approval of December 15, 2020, Library Board Meeting Minutes*
   A. Committee on Administration
   B. Committee on Buildings & Grounds
      i. Capital Improvement Program Review
      ii. Action to Affirm Moving Williams Branch Library to New Air Park Recreation Center*
   C. Committee on Finance
      i. Report on and Approval of Recap of December 2020 and January 2021 Expenditures*
6. Library Board Special Committee Reports
   A. Central Library
      i. Pershing Redevelopment Project - Dan Marvin, Director, Urban Development
      ii. Approval to Release Central Library Design Request for Proposals (RFP)*
      iii. Approval of Central Library Building Program and Update*
      iv. Approval of Use of PC Project Control*
   B. Foundation Board Executive Director
   C. One Book – One Lincoln
7. New Business
   A. Renewal of Agreement Between Lincoln City Libraries and Foundation for Lincoln City Libraries*
   B. Approval of Revised Book Sale Agreement*
8. Board President's Report
9. Assistant Director’s Report
10. Director’s Report
11. 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.
LIBRARY BOARD MEETING MINUTES
TUESDAY, DECEMBER 15, 2020
BENNETT MARTIN PUBLIC LIBRARY
LINCOLN, NEBRASKA

BOARD MEMBERS PRESENT: Donna Marvin, Lisa Hale, Rhonda Seacrest, Jackie Ostrowicki, Lowell Berg, Dan Sloan, and County Liaison Nichole Bogen. Absent: Joe Shaw. A quorum was present.

OTHERS PRESENT: Pat Leach, Library Director; Traci Glass, Assistant Library Director; Barbara Hansen, Administrative Aide; Paul Jones, Accountant; Caitlin Lombardo, Librarian; Gail McNair, Foundation Executive Director; Jocelyn Golden, City Attorney’s Office.

CALL TO ORDER: Hale called the meeting to order at 8:00 a.m. and announced the posting of the Open Meetings Act.

WELCOME AND INTRODUCTION: New County Liaison Nichole Bogen was introduced and welcomed to the Board.

APPROVAL OF AGENDA: The agenda was posted according to the Open Meetings Act of the State of Nebraska. Berg moved to approve the agenda as posted. Second by Marvin. Roll Call Vote: Berg, Hale, Marvin, Ostrowicki, Seacrest, Sloan – aye; Shaw – absent. Motion carried 6-0.

PUBLIC COMMENT ON AGENDA ITEMS: None

APPROVAL OF OCTOBER AND NOVEMBER BOARD MEETING MINUTES:
Ostrowicki moved to take from the table the approval of the October 20, 2020, Library Board meeting minutes. Second by Sloan. Roll Call Vote: Hale, Marvin, Ostrowicki, Seacrest, Sloan, Berg – aye; Shaw – absent. Motion carried 6-0.

Berg moved approval of the October 20, 2020, Library Board meeting minutes. Second by Seacrest. Roll Call Vote: Ostrowicki, Seacrest, Sloan, Berg, Hale – aye; Marvin – abstain; Shaw – absent. Motion carried 5-0.

Berg moved approval of the November 17, 2020, Library Board meeting minutes. Second by Sloan. Roll Call Vote: Ostrowicki, Seacrest, Sloan, Berg, Hale, Marvin – aye; Shaw – absent. Motion carried 6-0.

STANDING COMMITTEE REPORTS:
Committee on Administration – No report.

Committee on Buildings & Grounds – No report.

Committee on Finance – Sloan reported on the Recap of Expenditures listing claims in the amount of $767,091.90 from all funds. Sloan moved approval of the report and payment of all claims. Second by Marvin. Roll Call Vote: Seacrest, Sloan, Berg, Hale, Marvin, Ostrowicki – aye; Shaw – absent. Motion carried 6-0.
SPECIAL COMMITTEE REPORTS:

Central Library Committee – Berg reported that he and the Library Director continue to meet with developers and city staff regarding the Pershing Redevelopment Project. A recent meeting was held with city staff to outline the library’s role in the project and establish a timeline. Things are progressing. The committee will be meeting later today to talk about the schedule and drafting an RFP for architect services.

Foundation for Lincoln City Libraries: McNair reported that accepting donations of used books has been temporarily suspended due to back log of donations that need sorting and a shortage of volunteers.

As of November 19, 2020, $13,300 has been received from Thrift Books and book nooks have brought in close to $7,000. The membership drive is doing well with 162 members contributing $21,000, which is up a bit from last year at this time. New donors are tending to give less due to economic conditions. McNair noted that the number of new donors is due to the quality of service the community is receiving from the library. People are living in unusual times and staff is doing a fabulous job providing a bit of normality. The foundation has received a grant in the amount of $3000 to fund the purchase of iPads and furniture for kids. Grant funds have also been received for the purchase of children’s books, especially for libraries in north Lincoln. The Nebraska Literary Heritage Association held its first ever live virtual event hosting Youth Services Coordinator Vicki Wood during Lunch at the Library. Wood presented her Good Books for Giving program to 38 attendees.

Foundation Board Nominees: As required by the IRS to remain a Class 1 Support Organization, the Foundation submitted its list of nominees for appointment to the Foundation Board for approval by the Library Board. Those candidates include Katherine Endacott, Max Larson, Patte Newman, and David Williams. Berg moved approval of the nominees. Second by Ostrowicki. Roll Call Vote: Sloan, Berg, Hale, Marvin, Ostrowicki, Seacrest – aye; Shaw – absent. Motion carried 6-0.

One Book - One Lincoln: Caitlin Lombardo, One Book – One Lincoln Program Coordinator, provided a written report of the 2020 program. COVID-19 affected the program requiring that all events be online. Programs were provided live and on demand. The live author Q&A had over 130 registrations and 90 attendees. We hope to work towards doing more online author visits since this one went so well. We also found that programs where people can watch at their leisure seem to be popular.

NEW BUSINESS:

Continuing Education Grant – Leach requested authorization to apply for a continuing education grant from the Nebraska Library Commission to allow a staff person to attend the National Association to Promote Library and Information Services to Latinos and the Spanish Speaking (REFORMA) conference in Portland, Oregon, in November 2021. Funding requested is $1,445. No match is required. Berg moved approval to apply for the continuing education grant. Second by Seacrest. Roll Call Vote: Sloan, Berg, Hale, Marvin, Ostrowicki, Seacrest – aye; Shaw – absent. Motion carried 6-0.

DIRECTOR’S REPORT: Leach provided a copy of the library’s service area map with 2-mile and 1-mile service areas designated with population served. Service areas for Bethany and Anderson branch libraries have considerable overlap. The South Branch service area overlaps
both Bennett Martin Public Library and Gere Branch. There is a placeholder in southeast Lincoln’s Jensen Park for a branch library within the parking along with the middle school and YMCA. The library is also keeping an eye on northeast Lincoln and its development. If development continues, there may be a need for a branch library northeast of the 96th and O Street area. Staff from LPS, Parks and Recreation, Libraries, and YMCA meet on a regular basis to keep in touch on developments.

Leach reported that work continues on the Williams Branch Library project and its relocation to the new Arnold Heights recreation center. Leach is involved in the architect selection process at this time. The timeline for the move of Williams Branch is not set in stone but the intention is to open in 2023. We are negotiating with LPS for their purchase of the current space.

Staff is doing a great job continuing to provide service. The Reopening Committee continues to work and address questions as they come up. We have been beefing up our downloadable materials, and expanding use of Home Outreach by Mail (HOM) service. Positive interactions with people are important. The mask mandate does result in a lot of interactions, not all of them positive. It has not been an easy time for staff.

Nicole Borgan thanked the library for participating in the election and making it so easy to return ballots.

ASSISTANT LIBRARY DIRECTOR’S REPORT: Traci Glass reported that the library has a contract with BVH to assist with the roof projects at Walt and Eiseley branch libraries. A HVAC hot water pump at Gere Branch is an ongoing struggle. This pump has been replaced several times and it has now been determined that the alignment is off. Schneider will push the warranty date out and will continue to work until it is fixed. The library is in the process of filling vacant positions, having interviewed for 40-hour position. Once these are filled, the process will begin for 30 hour positions and then 25 and 20 hour positions.

PUBLIC COMMENT: None

ADJOURNMENT: There being no further business, the meeting was adjourned at 8:53 a.m.
MEMO TO LIBRARY BOARD
February 2021

Fiscal Year 2020-2021—The actual percent of budget expended year-to-date is 41.12%. The adjusted percent for expenditures year-to-date is 41.79%, compared to a budgeted percent of 41.67%. Library Board Special Committee Reports

SPECIAL COMMITTEE REPORTS
Central Library -- We have arranged the agenda to address the Central Library actions early in the meeting.

Pershing Redevelopment Project—Dan Marvin, Director, Urban Development
I have invited Dan Marvin to speak to the Library Board about the Pershing Redevelopment Project underway with the White Lotus Group of Omaha. The Central Library is part of this overall project, and this presentation addresses the library’s role within the overall project, setting the context for action items relating to the Central Library project.

Approval to Release Central Library Design Request for Proposals (RFP)—Action Item
City Purchasing Director Bob Walla will attend the Library Board meeting to provide background and answer questions regarding the RFP process to hire an architectural firm/team to design the Central Library. The RFP document is considered confidential until its release, currently scheduled for Friday, February 19. This work happens in three phases. Phase I happens prior to a successful bond issue, and includes schematic design and construction cost estimates. These are necessary to support community information efforts for a bond issue and capital campaign. Phases II and III relate to preparation of construction documents, and oversight of construction. Those Phases proceed only after a successful bond issue and capital campaign. Please note that RFP processes require careful attention to directing any questions or conversation about the hiring of a design firm to the Purchasing Department. Library Board members should not engage in outside conversation regarding the contents or process of the RFP.

Anticipated costs for Phase I design are $400,000, which will be paid through reappropriated funds (unspent budgeted funds from previous fiscal years). The committee will bring forward a motion to approve the release of the Central Library Design RFP.

Approval of Central Library Building Program and Updates—Action Item
The committee will bring forward a motion to approve the Central Library Building Program and Staff Update. The Central Library Building Program was developed in 2017 by the Godfrey Associates of Dallas, with participation by HDR of Omaha. This process included extensive public and staff input. Library staff reviewed the document in 2020, and have prepared a list of revisions. This action documents that the Building Program and Update will provide the basis for the Central Library design process.
Memo to the Library Board  
February 2021  
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Approval of Use of PC Project Control—Action Item  
The committee will bring forward a motion to approve engagement with PC Project Control, and up to $71,000 in services through Phase I of the Central Library design process. Operational funds will be used for this expense. PC Project Control is under contract with the City of Lincoln to provide Owner’s Representation services on building construction process; the Library would engage with PC under the provisions of the City contract. Adam Hoebelheinrich of PC Project Control will attend the meeting to describe their services and answer questions.

STANDING COMMITTEE REPORTS  
Committee on Buildings and Grounds  
Capital Improvement Program Review  
The committee met to discuss and review the Capital Improvement Programs (CIP) projects approved in last year’s budget process. Two library projects are in the CIP list for fiscal year 2021-2022, 1) the relocation of the Williams Branch Library to the new Arnold Recreation Center to be built by Lincoln Parks and Recreation, and 2) a new Bookmobile.

Action to Affirm Moving Williams Branch Library to New Air Park Recreation Center—Action Item  
The committee will bring forward a motion to affirm moving Williams Branch Library to the new Air Park Recreation Center. This project was included and approved in last year’s CIP Budget process. I am seeking Library Board approval to continue into the construction phase of the project. Design and construction contracts for this are through the City with the Parks and Recreation Department. The library will reimburse Parks for its share of design and construction. The new facility is expected to open spring or summer of 2023. Estimated cost of the library portion of the project is up to $925,000. Unallocated keno funds will be the primary funding source, supplemented by additional funds, including payment from LPS to LCL for the current space in Arnold Elementary, which is under negotiation.

Committee on Finance  
Approval of Monthly Recap of Expenditures—Action Item  
Documents are included. Treasurer Joe Shaw will bring forward the motion for approval of both December and January expenditures.

SPECIAL COMMITTEE REPORTS, Continued  
One Book - One Lincoln  
Jackie Ostrowicki will report on work of the 2021 One Book - One Lincoln selection committee.

NEW BUSINESS  
Approval of Book Sale Agreement with Foundation for Lincoln City Libraries—Action Item  
The updated agreement is in your packet. It is nearly identical to the previous agreement, with the addition of language clarifying that the Foundation receives 10% of sale proceeds from ongoing sales such as Book Nooks and Thrift Books even when a Book Sale event is not held.

Approval of Renewal of Foundation Agreement—Action Item  
This is the annual renewal of the overall agreement between Lincoln City Libraries and the Foundation for Lincoln City Libraries. No changes are proposed.

Contracts Filed:
Memo to the Library Board
February 2021
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- Data Power Technology, LLC for preventive maintenance visits at a cost not to exceed $1,495.00, for the year 2021.
- Community Health Endowment for grant contract in the amount of $12,660 to support Books with Baby program through December 31, 2021.

Pat Leach, Director
February 12, 2021
MEMORANDUM

TO: Library Board
FROM: Paul E. Jones, Business Office

RECAP OF EXPENDITURES - DECEMBER 2020

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<td><strong>$ 1,009,395.80</strong></td>
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MEMORANDUM

TO: Library Board

FROM: Paul E. Jones, Business Office

RECAP OF EXPENDITURES - JANUARY 2021

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**Total Operational Expenditures** $ 754,387.80

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**Total Expenditures - Other Funds** $ 71,762.24

**TOTAL EXPENDITURES** $ 826,150.04
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. The sources of materials or media for the Book Sale shall be items 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 which 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 Sale 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 (1) year after the date of execution by City. City and Service Provider may renew this Agreement for up to three (3) additional one (1) year 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 2I and 2J 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 sales result 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 Sale 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 Sale 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 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, WAIVER.**
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. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party=s right to subsequently enforce and compel strict compliance with every provision of this Agreement.

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

__________________________  ________ Date
Library Board President

FOUNDATION FOR LINCOLN CITY LIBRARIES

__________________________  ________ Date
Foundation Board President
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.
AGREEMENT BETWEEN THE LINCOLN CITY LIBRARIES
AND
THE FOUNDATION FOR LINCOLN CITY LIBRARIES

THIS AGREEMENT is entered into by and between the City of Lincoln, doing business as Lincoln City Libraries, hereinafter referred to as “Library” and the Foundation for Lincoln City Libraries Board of Trustees, hereinafter referred to as “Foundation.”

I.

The Library Board is an administrative board charged with overseeing the public library as designated in accordance with Chapter 4.20 in the Lincoln Municipal Code.

II.

The Foundation is a non-profit Nebraska corporation designated as tax exempt under §501(c)(3) of the Internal Revenue Code of 1986, and is organized for the purpose of soliciting and receiving gifts, bequests, grants, and devises of property for the use and benefit of Lincoln City Libraries consistent with its Articles of Incorporation as amended from time to time.

III.

Library and Foundation are desirous of setting forth in this Agreement the mutual responsibilities and understandings of the two organizations.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained herein, the Library and the Foundation do agree as follows:

1. Foundation’s Responsibilities.

   a. Library Programs/Services Support. The Foundation may assist the Library in fulfilling the Library’s responsibilities under its adopted areas plan and, in particular, may assist the Library by providing funds and services for the management, maintenance, and support of the various library programs and/or services established within the designated areas of the Library.

   b. Fundraising. The Foundation will conduct periodic fund drives, both general and project specific, for the purpose of obtaining charitable donations to be utilized in the provision of the Library’s programs and/or services within the Library’s designated area and in accordance with the Library’s missions and goals. The funds so raised may be utilized directly by the Foundation for these purposes or may be transferred to the Library,
as from time to time may be determined by the Foundation, but in any event all funds so solicited and received shall be initially accepted in the name of the Foundation and the solicitations shall be conducted in the name of the Foundation. The name of the City of Lincoln shall not be used for the purpose of such solicitations and no prospective donor shall be advised that any such donation is being made to the City of Lincoln. Notwithstanding anything to the contrary contained herein, it is agreed that the Foundation is entitled to use the Foundation’s name for the purpose of such solicitations and to advise prospective donors that such donation is being made to the Foundation.

c. Other Duties. When the Library and Foundation mutually determine in writing that it is necessary and appropriate, the Foundation shall act as a conduit on behalf of the Library, with the approval of both parties, for contracting with other agencies of government, obtaining grants, or taking other actions in which it is necessary that an organization with 501(c)(3) designation act as contractor, grantee, or otherwise. It is understood and agreed that any grant so submitted shall be in the name of the Foundation.

d. Reports. The Foundation shall provide the Library with its annual audits.

2. Library’s Responsibilities.

a. Meeting Space. The Library shall provide the Foundation with space for Foundation meetings.

b. Promotion. The Library shall make available the Library system to promote and/or advertise Foundation events, meetings, and products to the extent allowed by the Lincoln Municipal Code and other governing law. The Library shall provide a link to Foundation’s web site from the Library’s web site.

c. Proposals. The Library shall, on an as needed basis, provide proposals for funding consideration that meet the Foundation’s funding guidelines and/or strategic plan. The Library shall also provide general advice and support to the Foundation.

d. Use of Funds. The Library shall use funds raised by the Foundation to supplement government funding and not supplant government funding of the Library and use funds raised by the Foundation only for the purposes for which the funds were raised and given to the Library, including using any “restricted funds” for their intended purposes, with such limitations as provided by the Lincoln Municipal Code and other governing law.
e. Reports. The Library shall provide the Foundation with an accounting report on the use of funds given to the Library by the Foundation at such times as are necessary and reasonably requested by Foundation in writing, but in no event less than annually.

3. Foundation Expenses. All correspondence of the Foundation shall be on Foundation letterhead, and the Foundation shall pay all direct costs of paper, printing, postage, and copying; provided, however, the Foundation may utilize copying equipment of the Library subject to reimbursement by the Foundation for all accrued costs.

4. No Compensation. It is understood and agreed by and between the Library and the Foundation that the purpose of this Agreement is to further the mutual goals of the Foundation and the Library by improving the provision of library programs and/or services within the Library’s designated areas and neither party shall provide monetary compensation to the other party for any of the activities or services rendered, performed, or provided by either, except for reimbursements as provided in paragraph 3 or as may hereafter be agreed upon in writing.

5. Independent Contractor. Library is interested only in the results produced by this Agreement. The Foundation has sole and exclusive charge and control of the manner and means of performance. The Foundation shall perform as an independent contractor and it is expressly understood that neither the Foundation nor any of its staff are employees of City of Lincoln and, thus, they are not entitled to compensation, sick leave, or injury leave. Nothing contained herein shall be deemed to change or alter the Foundation’s status as a 501(c) (3) organization.

6. Insurance. The Foundation shall provide proof of insurance coverage in a form satisfactory to the City of Lincoln. The coverages and minimum levels required by this Contract are set forth in the attached ADDENDEUM #1 INSURANCE CLAUSE FOR ALL CITY OF LINCOLN, LANCASTER COUNTY, AND PUBLIC BUILDING COMMISSION CONTRACTS.

7. Fair Employment. The Foundation shall not discriminate against any employee (or applicant for employment) 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.

8. 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.
9. **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.

10. **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.

11. **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 Library. This Agreement may be renewed for subsequent one year periods for up to four years as the parties may agree.

12. **Termination.** Either party may terminate this Agreement at any time by giving written notice to the other party of such termination at least 30 days before the effective date of such termination.

IN WITNESS WHEREOF, the parties have executed renewal of this Agreement as of the date of execution by the Library below.

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
January 2021

COVID-19 continues to impact library services and statistics. All buildings are open usual hours, at 50% capacity limits, with no in-person programming. Library staff continues to seek ways of serving our community well during these unusual times. The Bookmobile has been creating deposit collections, as passed along by Eiseley/Bookmobile Manager Lisa Olivigni and Bookmobile Supervisor Rebecca Hueske, “Our deposit stops continue to do well, even with three days closed due to weather. A teacher at Prairie Hill said the kids love the deposit service (which includes both browsing materials and specific requests) and will announce "I’m going to the library" before walking out to the bins in the hallway. Thus far the number of truly lost items across all our deposit stops has been very low.”

Library staff helped in the effort to register residents for COVID-19 vaccinations. Assistant Library Director Traci Glass reported, “Recently, I helped coordinate the assistance the library provides to the COVID-19 vaccination registration hotline; some of our staff are part of a 100+ person queue who assist folks trying to register for the COVID-19 vaccine.” These calls were usually from residents who needed to register online, but didn’t have either the Internet access or expertise to do so.

Our libraries had some social media fun this month, following on the meme of Senator Bernie Sanders at the presidential inauguration, wearing some patterned knitted mittens. Anderson and Bethany Manager Kim Shelley passed this along “NESU Librarian Karrie Simpson reported, ‘Stephanie made an adorable mitten bulletin board for January which then just happened to go viral when Public Information Specialist made it into a Bernie Sanders meme!’ The bulletin board featured oversized mittens hanging from a clothesline strung between 2 pine trees. Above the mittens was the phrase ‘Get Your Mitts on a Good Book.’ Branch Manager Kim Shelley happened to send a photo of the bulletin board to Amy, our Public Information Specialist, the day after Joe Biden’s inauguration. Amy used the ‘Put Bernie Anywhere!’ website to insert an image of Bernie Sanders wearing mittens at the inauguration. Just minutes after Amy posted the edited photo on Facebook, it had more than 100 ‘Likes.’ As of the writing of this report (February 5, 2021), the post has been shared more than 1.2K times. One Facebook comment stated, ‘Anderson Library displays are always superb!!’ Great job by Stephanie and Amy to engage the community with Lincoln City Libraries via social media.”

Heavy snow impacted our services this month. Lincoln City Libraries was closed due to weather the 15, 25, and 26. On January 27, Bennett Martin Public Library re-opened at 1:00 p.m., with branches re-opening on January 28.

Although visits to libraries show a 50% drop in comparison to January of 2020, circulation of books is down just 10%. Throughout the system, staff has noted that people are checking out pretty big piles of books per visit.
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
- Library staff provide essential assistance to customers using our technology, as noted in this story passed along by Interim Public Services Coordinator LeeAnn Sergeant, “Library Service Associate (LSA) Carrie reports, ‘A patron came in because he had a dispute with an agency that was helping him with his housing. He had a letter written long hand that he wanted to type on his phone and then print. He didn’t want to use a computer because he wanted to have the document on his phone not on our computer or in his email. Another LSA helped him install a Word app and he was able to type it all in, but then he ran out of time in the library before he got it printed. The second day he came in we needed to figure out how to get that document from his app to our printers. He had email in the past but could not remember his passwords. We ended up setting up a new email account and used that to send to our mobile printing. We made a note of the new email address and password and I showed him how he could take a picture of that note as a way to document the necessary information and carry it in his phone.’”
- Support Services Coordinator Rebecca Aracena reported, “This month we added a new item type ‘binge boxes’ – movie collections of 4-6 DVDs based on a theme packaged in one case. We spent time testing the functionality and troubleshooting issues with the ability to place holds before making them available to customers on the Saturday of the Dr. Martin Luther King, Jr. holiday weekend. We added 10 copies of 63 titles to the catalog. From January 16 through January 31 there were 470 checkouts of the binge box items. We heard lots of positive comments from staff and customers.”

Areas of Excellence and Focus
Primary Area of Focus—Early Childhood
- Youth Services Coordinator Vicki Wood reported this outreach in the era of COVID, “I created a slide show about Library services for the English Language Learners at Lincoln Public Schools.” Normally, library staff would have visited with various groups.

Additional Areas of Focus—in these, the library usually collaborates with other organizations

Building up the Culture of Lincoln

Reading
- Walt Branch Manager Jodene Glae semann passed along this customer comment, “An overhead comment reflects the quality of the collection. A young couple with two small children were returning their books to the inside book drop. Dad said, ‘This was a good batch of books here. I am sorry to see some of these go. We did well.’ Then the children skipped away to find a new armload of books.”

Arts and Music
- Polley Music Librarian Scott Scholz reported, “The Polley Read Woke display stayed up until the last Saturday of January, and I was pleased to have to add some different books to the display
throughout the course of the month. I think Read Woke was ultimately successful for Polley borrowers, which is awesome!"

**Local History and Genealogy**
- Heritage Room Curator Diane Wilson noted, “Joel Green, author of the book *Robbers Cave* and former Ames Reading Series presenter, brought a film crew to the Heritage Room to get footage of Joel in the place where he did much of the research for his book. He promises to make sure we get a copy of the documentary when it’s finished.”

**Services to our Aging Population**
- Gere Branch Manager Brenda Ealey passed along this story from Aubrey, one of the library’s newer Library Service Associates, “A memorable moment from my first week was seeing a woman who was on a video call with a grandchild during her visit. When I told her to have a good evening as she was leaving she said: ‘I’m already having a great evening, I just took my granddaughter to the library and now I’m going to go home and read her a bedtime story!’ It made me happy that we could help her have that bit of joy with her family, albeit virtually, during such a rough year.’"
## Lincoln City Libraries
### January 2021 Use Report

<table>
<thead>
<tr>
<th>Location</th>
<th>Loans</th>
<th>Visits</th>
<th>Reservations</th>
<th>Attendance</th>
<th>Total Use</th>
<th>Total Use</th>
<th>CHANGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bennett Martin Public Library</td>
<td>12,952</td>
<td>5,618</td>
<td>1,246</td>
<td>69</td>
<td>19,885</td>
<td>37,053</td>
<td>-46.33%</td>
</tr>
<tr>
<td>Anderson Branch</td>
<td>11,093</td>
<td>3,200</td>
<td>503</td>
<td>0</td>
<td>14,796</td>
<td>22,670</td>
<td>-34.73%</td>
</tr>
<tr>
<td>Bethany Branch</td>
<td>8,819</td>
<td>2,191</td>
<td>170</td>
<td>21</td>
<td>11,201</td>
<td>13,646</td>
<td>-17.92%</td>
</tr>
<tr>
<td>Eiseley Branch</td>
<td>21,270</td>
<td>4,865</td>
<td>654</td>
<td>0</td>
<td>26,789</td>
<td>42,366</td>
<td>-36.77%</td>
</tr>
<tr>
<td>Gere Branch</td>
<td>58,434</td>
<td>12,161</td>
<td>850</td>
<td>4</td>
<td>71,449</td>
<td>90,279</td>
<td>-20.86%</td>
</tr>
<tr>
<td>South Branch</td>
<td>8,716</td>
<td>2,307</td>
<td>321</td>
<td>0</td>
<td>11,344</td>
<td>16,073</td>
<td>-29.42%</td>
</tr>
<tr>
<td>Walt Branch</td>
<td>39,147</td>
<td>7,765</td>
<td>514</td>
<td>7</td>
<td>47,433</td>
<td>64,965</td>
<td>-26.99%</td>
</tr>
<tr>
<td>Williams Branch</td>
<td>822</td>
<td>340</td>
<td>18</td>
<td>0</td>
<td>1,180</td>
<td>2,222</td>
<td>-46.89%</td>
</tr>
<tr>
<td>Lied Bookmobile</td>
<td>1,930</td>
<td>107</td>
<td>0</td>
<td>549</td>
<td>2,586</td>
<td>1,604</td>
<td>61.22%</td>
</tr>
<tr>
<td>InterLibrary Loan</td>
<td>155</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>155</td>
<td>269</td>
<td>-42.38%</td>
</tr>
<tr>
<td><strong>SUBTOTAL</strong></td>
<td><strong>163,338</strong></td>
<td><strong>38,554</strong></td>
<td><strong>4,276</strong></td>
<td><strong>650</strong></td>
<td><strong>206,818</strong></td>
<td><strong>291,147</strong></td>
<td><strong>-28.96%</strong></td>
</tr>
<tr>
<td>DownloadStream Audio</td>
<td>28,866</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>28,866</td>
<td>25,809</td>
<td>11.84%</td>
</tr>
<tr>
<td>Download/Stream eBooks</td>
<td>28,936</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>28,936</td>
<td>22,876</td>
<td>26.49%</td>
</tr>
<tr>
<td>Stream Video</td>
<td>939</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>939</td>
<td>866</td>
<td>8.43%</td>
</tr>
<tr>
<td><strong>SUBTOTAL</strong></td>
<td><strong>58,741</strong></td>
<td><strong>0</strong></td>
<td><strong>0</strong></td>
<td><strong>0</strong></td>
<td><strong>58,741</strong></td>
<td><strong>49,551</strong></td>
<td><strong>18.55%</strong></td>
</tr>
<tr>
<td><strong>TOTAL LOANS WITH ELECTRONIC USE</strong></td>
<td><strong>222,079</strong></td>
<td><strong>38,554</strong></td>
<td><strong>4,276</strong></td>
<td><strong>650</strong></td>
<td><strong>265,559</strong></td>
<td><strong>340,698</strong></td>
<td><strong>-22.05%</strong></td>
</tr>
</tbody>
</table>

Notes: Libraries at 50% capacity due to COVID. No inperson programming.

### Virtual Programs

<table>
<thead>
<tr>
<th>Virtual Programs</th>
<th>Sessions</th>
<th>Views</th>
</tr>
</thead>
<tbody>
<tr>
<td>Library Learning Time</td>
<td>8</td>
<td>392</td>
</tr>
<tr>
<td>Read Woke Online Book Discussions</td>
<td>4</td>
<td>943</td>
</tr>
</tbody>
</table>

All Libraries closed January 15, 25, 26 due to weather. Branches closed January 27, BMPL open 1 to 8 p.m.

### Holdings Report

<table>
<thead>
<tr>
<th>Holdings Report</th>
<th>PRINT</th>
<th>NON PRINT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Adult</td>
<td>Youth</td>
</tr>
<tr>
<td><strong>Owned</strong></td>
<td>367,479</td>
<td>296,149</td>
</tr>
<tr>
<td><strong>Added</strong></td>
<td>2,282</td>
<td>1,921</td>
</tr>
<tr>
<td><strong>Withdrawn</strong></td>
<td>-1,065</td>
<td>165</td>
</tr>
<tr>
<td><strong>Current</strong></td>
<td>368,696</td>
<td>298,235</td>
</tr>
</tbody>
</table>

### Library Learning Time

- Read Woke Book Discussions
  - Total Purged: 9
  - Active: 12
  - Registrations: 25.00%

### ConnectED

- Total Active: 271,458
- NonResident: 262,641
- Added: 16.67%
- Limited Use: 10.87%
- County: 12.68%
- NonResident: 1.035
- Reciprocal: 755
- Limited Use: 10,288
- Total Registered: 262,641

### Library Learning Time

All Libraries closed January 15, 25, 26 due to weather. Branches closed January 27, BMPL open 1 to 8 p.m.

### Library Learning Time

- Reads Woke Online Book Discussions
  - Total Purged: 9
  - Active: 12
  - Registrations: 25.00%
## January 2021 Use Compared to January 2020
### Lincoln City Library

<table>
<thead>
<tr>
<th>Location</th>
<th>Print Checkouts</th>
<th>Non-Print Checkouts</th>
<th>Total Checkouts</th>
</tr>
</thead>
<tbody>
<tr>
<td>BMPL</td>
<td>10,454</td>
<td>13,056</td>
<td>12.952</td>
</tr>
<tr>
<td>Anderson</td>
<td>8,721</td>
<td>9,999</td>
<td>11.093</td>
</tr>
<tr>
<td>Bethany</td>
<td>7,611</td>
<td>7,039</td>
<td>8,189</td>
</tr>
<tr>
<td>Eiseley</td>
<td>18,258</td>
<td>21,445</td>
<td>21.270</td>
</tr>
<tr>
<td>Gere</td>
<td>49,653</td>
<td>53,852</td>
<td>58.434</td>
</tr>
<tr>
<td>South</td>
<td>7,348</td>
<td>8,508</td>
<td>8,716</td>
</tr>
<tr>
<td>Waite</td>
<td>33,613</td>
<td>38,353</td>
<td>39.147</td>
</tr>
<tr>
<td>Williams</td>
<td>627</td>
<td>771</td>
<td>822</td>
</tr>
<tr>
<td>Lied Bookmobile</td>
<td>1,777</td>
<td>1,079</td>
<td>1,930</td>
</tr>
<tr>
<td>InterLibrary Loan</td>
<td>155</td>
<td>269</td>
<td>155</td>
</tr>
<tr>
<td>Total</td>
<td>138,217</td>
<td>154,371</td>
<td>163,338</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Location</th>
<th>Total Checkouts</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subtotal</td>
<td>138,217</td>
</tr>
<tr>
<td>WITH DOWNLOADS</td>
<td>154,371</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Location</th>
<th>Youths</th>
<th>Adult</th>
<th>Visits</th>
<th>Visits</th>
</tr>
</thead>
<tbody>
<tr>
<td>BMPL</td>
<td>4,244</td>
<td>8,708</td>
<td>5,618</td>
<td>14,941</td>
</tr>
<tr>
<td>Anderson</td>
<td>4,689</td>
<td>6,224</td>
<td>3,200</td>
<td>6,632</td>
</tr>
<tr>
<td>Bethany</td>
<td>5,375</td>
<td>4,043</td>
<td>2,191</td>
<td>4,109</td>
</tr>
<tr>
<td>Eiseley</td>
<td>13,194</td>
<td>8,076</td>
<td>4,865</td>
<td>11,850</td>
</tr>
<tr>
<td>Gere</td>
<td>31,400</td>
<td>27,034</td>
<td>12,161</td>
<td>20,425</td>
</tr>
<tr>
<td>South</td>
<td>4,449</td>
<td>4,056</td>
<td>2,307</td>
<td>4,280</td>
</tr>
<tr>
<td>Waite</td>
<td>25,856</td>
<td>13,291</td>
<td>7,765</td>
<td>15,068</td>
</tr>
<tr>
<td>Williams</td>
<td>583</td>
<td>239</td>
<td>340</td>
<td>959</td>
</tr>
<tr>
<td>Lied Bookmobile</td>
<td>1,329</td>
<td>601</td>
<td>107</td>
<td>339</td>
</tr>
<tr>
<td>InterLibrary Loan</td>
<td>0</td>
<td>155</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Subtotal</td>
<td>91,299</td>
<td>72,039</td>
<td>38,554</td>
<td>78,603</td>
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</tbody>
</table>

### TOTAL

<table>
<thead>
<tr>
<th>Location</th>
<th>Attendance - Youth</th>
<th>Attendance - Adult</th>
<th>Computer Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>BMPL</td>
<td>17</td>
<td>0</td>
<td>1,246</td>
</tr>
<tr>
<td>Anderson</td>
<td>0</td>
<td>0.00%</td>
<td>0.00%</td>
</tr>
<tr>
<td>Bethany</td>
<td>0</td>
<td>0.00%</td>
<td>0.00%</td>
</tr>
<tr>
<td>Eiseley</td>
<td>0</td>
<td>0.00%</td>
<td>0.00%</td>
</tr>
<tr>
<td>Gere</td>
<td>0</td>
<td>0.00%</td>
<td>0.00%</td>
</tr>
<tr>
<td>South</td>
<td>0</td>
<td>0.00%</td>
<td>0.00%</td>
</tr>
<tr>
<td>Waite</td>
<td>7</td>
<td>0.00%</td>
<td>0.00%</td>
</tr>
<tr>
<td>Williams</td>
<td>0</td>
<td>0.00%</td>
<td>0.00%</td>
</tr>
<tr>
<td>Lied Bookmobile</td>
<td>483</td>
<td>0.00%</td>
<td>0.00%</td>
</tr>
<tr>
<td>TOTAL</td>
<td>507</td>
<td>3,953</td>
<td>4,276</td>
</tr>
</tbody>
</table>

Note: Percentage changes are calculated from the January 2020 numbers.
## Monthly Categorical Report
### January 31, 2021

### Administration-Div. 1

<table>
<thead>
<tr>
<th>Category</th>
<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>Personnel</td>
<td>$736,615.00</td>
<td>$306,922.92</td>
<td>$324,913.67</td>
<td>$411,701.33</td>
<td>$65,048.82</td>
</tr>
<tr>
<td>Supplies</td>
<td>$29,000.00</td>
<td>$12,083.33</td>
<td>$12,691.82</td>
<td>$16,308.18</td>
<td>$2,249.83</td>
</tr>
<tr>
<td>Services &amp; Charges</td>
<td>$76,962.00</td>
<td>$32,067.50</td>
<td>$41,695.32</td>
<td>$35,266.68</td>
<td>$2,365.03</td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$842,577.00</strong></td>
<td><strong>$351,073.75</strong></td>
<td><strong>$379,300.81</strong></td>
<td><strong>$463,276.19</strong></td>
<td><strong>$69,663.68</strong></td>
</tr>
<tr>
<td>Percent Expended</td>
<td></td>
<td></td>
<td></td>
<td><strong>41.67%</strong></td>
<td></td>
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</tbody>
</table>

### Buildings & Grounds-Div. 2

<table>
<thead>
<tr>
<th>Category</th>
<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>Personnel</td>
<td>$107,891.00</td>
<td>$44,954.58</td>
<td>$44,807.18</td>
<td>$63,083.82</td>
<td>$8,834.77</td>
</tr>
<tr>
<td>Supplies</td>
<td>$22,000.00</td>
<td>$9,166.67</td>
<td>$6,596.11</td>
<td>$15,403.89</td>
<td>$1,438.61</td>
</tr>
<tr>
<td>Services &amp; Charges</td>
<td>$964,080.00</td>
<td>$401,700.00</td>
<td>$357,092.12</td>
<td>$606,987.88</td>
<td>$64,676.65</td>
</tr>
<tr>
<td>Other</td>
<td>$90,900.00</td>
<td>$37,875.00</td>
<td>$45,484.18</td>
<td>$45,415.82</td>
<td>$45,415.82</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$1,184,871.00</strong></td>
<td><strong>$493,696.25</strong></td>
<td><strong>$453,911.23</strong></td>
<td><strong>$730,959.77</strong></td>
<td><strong>$120,365.85</strong></td>
</tr>
<tr>
<td>Percent Expended</td>
<td></td>
<td></td>
<td></td>
<td><strong>41.67%</strong></td>
<td></td>
</tr>
</tbody>
</table>

### Public Service-Div. 3

<table>
<thead>
<tr>
<th>Category</th>
<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>Personnel</td>
<td>$5,302,264.00</td>
<td>$2,209,276.67</td>
<td>$2,041,085.07</td>
<td>$3,261,178.93</td>
<td>$401,222.01</td>
</tr>
<tr>
<td>Supplies</td>
<td>$48,000.00</td>
<td>$20,000.00</td>
<td>$10,877.43</td>
<td>$37,122.57</td>
<td>$2,077.48</td>
</tr>
<tr>
<td>Services &amp; Charges</td>
<td>$63,400.00</td>
<td>$26,416.67</td>
<td>$13,437.24</td>
<td>$49,962.76</td>
<td>$1,709.05</td>
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<tr>
<td>Other</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$5,413,664.00</strong></td>
<td><strong>$2,255,693.33</strong></td>
<td><strong>$2,065,399.74</strong></td>
<td><strong>$3,348,264.26</strong></td>
<td><strong>$405,008.54</strong></td>
</tr>
<tr>
<td>Percent Expended</td>
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<td></td>
<td></td>
<td><strong>41.67%</strong></td>
<td></td>
</tr>
</tbody>
</table>

### Support Services-Div. 4

<table>
<thead>
<tr>
<th>Category</th>
<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>Personnel</td>
<td>$1,133,224.00</td>
<td>$472,176.67</td>
<td>$439,802.72</td>
<td>$693,421.28</td>
<td>$87,290.44</td>
</tr>
<tr>
<td>Supplies</td>
<td>$62,000.00</td>
<td>$25,833.33</td>
<td>$12,888.63</td>
<td>$49,111.37</td>
<td>$1,619.80</td>
</tr>
<tr>
<td>Services &amp; Charges</td>
<td>$304,474.00</td>
<td>$126,864.17</td>
<td>$177,467.66</td>
<td>$127,006.34</td>
<td>$10,338.98</td>
</tr>
<tr>
<td>Other</td>
<td>$863,000.00</td>
<td>$359,583.33</td>
<td>$502,260.86</td>
<td>$360,739.14</td>
<td>$50,547.38</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$2,362,698.00</strong></td>
<td><strong>$984,457.50</strong></td>
<td><strong>$1,132,419.87</strong></td>
<td><strong>$1,230,278.13</strong></td>
<td><strong>$149,796.60</strong></td>
</tr>
<tr>
<td>Percent Expended</td>
<td></td>
<td></td>
<td></td>
<td><strong>41.67%</strong></td>
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</tr>
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</table>

### Total Library Operational

<table>
<thead>
<tr>
<th>Category</th>
<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>Personnel</td>
<td>$7,279,994.00</td>
<td>$3,033,330.83</td>
<td>$2,850,608.64</td>
<td>$4,429,385.36</td>
<td>$562,396.04</td>
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<tr>
<td>Supplies</td>
<td>$161,000.00</td>
<td>$67,083.33</td>
<td>$43,053.99</td>
<td>$117,946.01</td>
<td>$7,017.29</td>
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<tr>
<td>Services &amp; Charges</td>
<td>$1,408,916.00</td>
<td>$587,048.33</td>
<td>$589,692.34</td>
<td>$819,223.66</td>
<td>$79,458.14</td>
</tr>
<tr>
<td>Other</td>
<td>$953,900.00</td>
<td>$397,458.33</td>
<td>$547,676.68</td>
<td>$406,223.32</td>
<td>$95,963.20</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$9,803,810.00</strong></td>
<td><strong>$4,084,920.83</strong></td>
<td><strong>$4,031,031.65</strong></td>
<td><strong>$5,772,778.35</strong></td>
<td><strong>$744,834.67</strong></td>
</tr>
<tr>
<td>Percent Expended</td>
<td></td>
<td></td>
<td></td>
<td><strong>41.67%</strong></td>
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</table>

### Other Library Fund

<table>
<thead>
<tr>
<th>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 2019-20 Encumbrances</td>
<td>$28,965.91</td>
<td>$28,965.91</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

Prepared by Paul E. Jones, Library, 402.441.8513
## LINCOLN CITY LIBRARIES - FUND BALANCES
### JANUARY 2021

<table>
<thead>
<tr>
<th>GRANT FUNDS</th>
<th>Beginning Balance</th>
<th>Receipts</th>
<th>Expended Balance</th>
<th>Ending Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net Lender Fund</td>
<td>$ -</td>
<td>$ 347.80</td>
<td>-</td>
<td>$ 347.80</td>
</tr>
<tr>
<td>NLC Internship Grant 2020</td>
<td>4,000.00</td>
<td>-</td>
<td>-</td>
<td>4,000.00</td>
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<tr>
<td>NLC NE eReads Grant 2020</td>
<td>2,625.58</td>
<td>-</td>
<td>2,625.58</td>
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<tr>
<td>State Aid 2019</td>
<td>23,032.50</td>
<td>-</td>
<td>130.00</td>
<td>22,902.50</td>
</tr>
<tr>
<td>State Aid 2020</td>
<td>49,880.00</td>
<td>-</td>
<td>-</td>
<td>49,880.00</td>
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</table>

<table>
<thead>
<tr>
<th>DONATED FUNDS</th>
<th>Beginning Balance</th>
<th>Receipts</th>
<th>Expended Balance</th>
<th>Ending Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Heritage Room</td>
<td>$ 82,141.63</td>
<td>$ (0.04)</td>
<td>$ 2,629.08</td>
<td>$ 79,512.51</td>
</tr>
<tr>
<td>Polley Music Library</td>
<td>236,470.06</td>
<td>(0.07)</td>
<td>6,924.05</td>
<td>229,545.94</td>
</tr>
<tr>
<td>Joseph J. Hompes</td>
<td>68,800.23</td>
<td>6,180.02</td>
<td>14.98</td>
<td>74,965.27</td>
</tr>
<tr>
<td>Misc. Library Donations</td>
<td>437,913.22</td>
<td>6,329.80</td>
<td>5,622.76</td>
<td>438,620.26</td>
</tr>
<tr>
<td>Alice Nielsen</td>
<td>79,266.67</td>
<td>(0.04)</td>
<td>-</td>
<td>79,266.63</td>
</tr>
<tr>
<td>Dorothy Holland</td>
<td>114,021.45</td>
<td>(0.05)</td>
<td>-</td>
<td>114,021.40</td>
</tr>
<tr>
<td>Glennis Leapley</td>
<td>60,650.84</td>
<td>(0.04)</td>
<td>-</td>
<td>60,650.80</td>
</tr>
<tr>
<td>Lincoln Cares</td>
<td>9,712.52</td>
<td>431.55</td>
<td>-</td>
<td>10,144.07</td>
</tr>
<tr>
<td>Read Aloud Lincoln</td>
<td>4,880.61</td>
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<td>-</td>
<td>4,880.61</td>
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</table>

<table>
<thead>
<tr>
<th>APPROPRIATED FUNDS</th>
<th>Budget</th>
<th>Expended Jan 2021</th>
<th>Exp-to-Date</th>
<th>Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Heritage Room FY 2020-21</td>
<td>$ 32,191.00</td>
<td>$ 2,629.08</td>
<td>$ 13,471.92</td>
<td>$ 18,719.08</td>
</tr>
<tr>
<td>Polley Music Library FY 2020-21</td>
<td>109,197.00</td>
<td>6,924.05</td>
<td>35,271.60</td>
<td>73,925.40</td>
</tr>
<tr>
<td>Keno FY 2019-20</td>
<td>267,728.00</td>
<td>-</td>
<td>24,451.97</td>
<td>243,276.03</td>
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<tr>
<td>Keno FY 2020-21</td>
<td>920,661.00</td>
<td>63,368.92</td>
<td>75,674.73</td>
<td>844,986.27</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Capital Improvement Projects</th>
<th>FY 2018-19 Anderson Parking Lot</th>
<th>FY 2020-21 Eiseley/Walt Parking</th>
<th>FY 2020-21 Eiseley/Walt Roofs</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY 2018-19 Anderson Parking Lot</td>
<td>307,100.00</td>
<td>-</td>
<td>303,847.00</td>
</tr>
<tr>
<td>FY 2020-21 Eiseley/Walt Parking</td>
<td>332,300.00</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>FY 2020-21 Eiseley/Walt Roofs</td>
<td>238,000.00</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

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