

MEETING NOTICE

DATE: February 17, 2023
TO: Library Board, Mayor, City Clerk, and City Attorney
FROM: Ryan Wieber, Library Director
SUBJECT: Library Board Meeting

DATE AND PLACE OF MEETING: Tuesday, February 21, 2023
Bennett Martin Public Library
136 S. 14th St.
Lincoln, NE 68508
Auditorium

STARTING TIME OF MEETING: 8:00 a.m.
CHAIRMAN OF MEETING: Dan Sloan, President
PURPOSE OF MEETING: Monthly Business Meeting

AGENDA

1. Call to Order and Announcement of Open Meetings Law
2. Approval of Agenda*
3. Public Comment on Agenda Items
4. Approval of January 17, 2023, Meeting Minutes*
5. Standing Committee Reports
 - a. Committee on Administration
 - b. Committee on Buildings and Grounds
 - c. Committee on Finance
 - i. Approval of Monthly Recap of Expenditures for January 2023*
6. Special Committee Reports
 - a. Foundation Executive Director Report
7. New Business
 - a. Approve Updated Policies
 - i. Behavior Policy*
 - ii. Fees Policy*
 - b. Approve Sirsi-Dynex Renewal Agreement*
 - c. Approve Book Sale Agreement*
8. President's Report
9. Assistant Library 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.

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 participating 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 Lincoln Commission on Human Rights at 402-441-7624, or the City Ombudsman at 402-441-7511, as soon as possible before the scheduled meeting date in order to make your request. *Open Meetings Act of the State of Nebraska posted in meeting room.*

LIBRARY BOARD MEETING MINUTES

TUESDAY, January 17, 2022, 8:00 a.m.

BENNETT MARTIN PUBLIC LIBRARY

LINCOLN, NEBRASKA

BOARD MEMBERS PRESENT

Dan Sloan, Joe Shaw, Rhonda Seacrest, Lisa Hale and County Liaison, Nichole Bogen. A quorum was present. Jackie Ostrowicki and Donna Marvin arrived late. Christopher Stewart, absent.

OTHERS PRESENT

Ryan Wieber, Library Director; Traci Glass, Assistant Library Director; Paul Jones, Accountant; Gail McNair, Executive Director, Foundation for Lincoln City Libraries; Jocelyn Golden, Senior Attorney, City Attorney's Office; Peter Jorgensen, Library Manager; Cait Lombardo, Librarian; Firas Pirali, Library Guard.

CALL TO ORDER AND ANNOUNCEMENT OF POSTING OF OPEN MEETINGS ACT

President Dan Sloan noted that a quorum was present and called the meeting to order at 8:06 a.m. He announced the Open Meetings Act was posted and available for review.

APPROVAL OF AGENDA

President Sloan noted that the Agenda and Meeting Notice were posted according to the Open Meetings Act of the State of Nebraska. Sloan asked for a motion to approve the Agenda. Shaw so moved. Seacrest seconded. There was no discussion. **ROLL CALL VOTE:** Sloan, Shaw, Hale, Seacrest – AYE. Motion carried 4-0.

PUBLIC COMMENT ON AGENDA ITEMS

President Sloan noted that public comment is welcome and reviewed the public comment process for those attending. There was no public comment.

APPROVAL OF DECEMBER 20, 2022 MEETING MINUTES

President Sloan noted the Minutes of the December 20, 2022 Meeting had been submitted. Sloan asked for a motion to approve the Minutes. Hale moved approval. Seacrest seconded. There was no discussion. **ROLL CALL VOTE:** Shaw, Hale, Seacrest, Sloan – AYE. Motion carried 4-0.

STANDING COMMITTEE REPORTS

Committee on Administration

No Report.

Committee on Buildings and Grounds

No Report.

Committee on Finance

Approval of Monthly Recap of Expenditures for December 2022

Vice President Shaw provided the report in Marvin's absence. Total operational expenditures for November were \$1,070,269.39. Total expenditures from other funds were \$56,652.12, for a total of \$1,126,921.51. Shaw moved approval. Hale seconded. Discussion: Sloan asked if November was a 3-paycheck month, Paul Jones replied, yes. Hale asked for clarification the Support services YTD number, showing a greater portion expended than budgeted. Jones explained, since the Keno budget for that department starts near zero and is filled throughout the year, operational budget is expended first, then once the Keno money is in the account for the year, he begins drawing from that account. The monthly amount spent remains steady. **ROLL CALL VOTE:** Hale, Seacrest, Sloan, Shaw – AYE. Motion carried 4-0.

SPECIAL COMMITTEE REPORTS

One Book – One Lincoln

Sloan noted that Ostrowicki planned to speak to this, and would arrive soon, so instructed the Board move on to the next report and return to this once she arrived.

Foundation Executive Director

Gail McNair reported the Foundation's year-end reports will be available next month. She reported that the date for the upcoming "Wine and Dine" will be either the third or fourth Thursday in April. They're still looking for a location. Please consider an auction item you might donate for the event.

McNair spoke to the upcoming New Business, reminding all that the Library Board's approval of new Foundation Board members is required by the IRS of all Type I Support Organizations. Marvin arrived at this time. Director Wieber asked how many Foundation Board members were being replaced, McNair replied seven had dropped off, and they were bringing on five new members. Ostrowicki arrived at this time. Hale inquired if the members leaving the Board were being replaced by new members with similar skill sets. McNair reported yes, that the Foundation's Nominating Committee considers that, along with other criteria, including age, gender, and area of town when they review the applications.

NEW BUSINESS

Approve Foundation Board Candidates

Sloan instructed the Board to complete the vote regarding the Foundation Board and then return to the One Book – One Lincoln report. Sloan noted that names and bios of the five prospective Foundation Board members had been distributed and invited a motion to approve the slate. Seacrest so moved. Shaw seconded. There was no discussion. **ROLL CALL VOTE:** Ostrowicki, Seacrest Sloan, Marvin, Hale AYE. Motion carried 5-0.

One Book – One Lincoln

Sloan instructed the Board to return to the One Book – One Lincoln report. Ostrowicki reported the Steering Committee met the preceding week. There were six seats to fill in a 16-member Selection Committee. There were ten applicants, and hearty conversation was held, including consideration of diversity, age, background, approaches to reading. Six new members were chosen, and all have been

notified. She noted an increase in the number of applicants this year, it appeared that having active promotion and an application form both helped the process. Staff is working to winnow down the list of titles submitted. The Selection Committee's first meeting will be held February 11, and three more are scheduled to complete the process. She announced, "Let the reading begin!"

Librarian Cait Lombardo reported on the selection process, noting that while in the past, a title without an accompanying book on CD option would not have been considered. Publishers, however, have been cutting back on physical audiobooks, and replacing them with digital options. Further, physical books in large type – which have previously been required of a nominee – are being replaced by downloadable ebooks, on which the font size can be increased. Both of those older requirements are being struck in favor of allowing titles with a downloadable audio version, and an ebook version.

Lombardo continued, genres not considered in the past, notably Young Adult fiction and Graphic Novels, will now be considered. The goal for this year is to experiment with having at least one Graphic option, so the genre's popularity with Lincoln readers can be evaluated. Lombardo noted that the first ever graphic novel, "Sabrina" by Nick Dmasso, was nominated for the prestigious Booker Prize in 2022 and "Ducks" by Kate Beaton appeared on former President Obama's recent holiday booklist. Lombardo referenced the ALA's Alex Award, given for fiction that appeals both to Young Adults and Adults. She hopes that additions like these will help increase the One Book – One Lincoln youth readership.

President Sloan asked how long nominations were open. Lombardo replied until January 31st. He asked if the number of nominations was about what was expected. Lombardo replied yes, and that a rush of last-minute submissions is typical.

Director Wieber asked Ostrowicki about the application process. Ostrowicki replied that she would share copies of the application with members via email. She reviewed the thinking behind the application – the desire to learn about readers' previous community service, their regular reading choices, and their motivation for joining the committee were among the topics included. She shared that the application serves to demystify the process and make it more transparent, as well as clearly communicating the time commitment. She hopes it serves to increase interest in the Selection Committee and provides objective information the Steering Committee can use to choose new members. Wieber concurred, having observed the committee's process, that the applications provided ample information upon which to discuss and make educated choices.

Approve LCL/Foundation Annual Contract

President Sloan brought the item forward. Director Wieber spoke to it, reviewing for the Board the three Agreements the Library has with the Foundation: the general overarching Annual Agreement, the Office Space Lease Agreement, and the Book Sale Agreement. The first two were brought today, the Book Sale Agreement is being reviewed for action next month, with an eye to providing more flexibility in its planning. Thanks to Senior City Attorney, Jocelyn Golden for working to clean up the agreements. There were only minimal language changes to the Office Space agreement. The overarching contract was more thoroughly overhauled, to make it more uniform with the other agreements, including updating the insurance clause, an audit, and an eVerify statement. The essence of the contract stayed the same and will be in effect through the end of this year. Golden confirmed that outdated language

was removed, and the agreements brought into compliance with current City policies. McNair noted that the Foundation has been diligent about keeping their insurance policies intact and thanked the Library for not raising their rent. Ostrowicki moved approval of the motion. Shaw seconded. There was no further discussion. **ROLL CALL VOTE:** Seacrest, Sloan, Shaw, Marvin, Hale, Ostrowicki – AYE. Motion carried, 6-0.

Approve LCL/Foundation Annual Lease for Office Space Agreement

President Sloan asked for a motion to approve the Lease for Office Space Agreement. Shaw so moved. Hale seconded. There was no discussion. **ROLL CALL VOTE:** Sloan, Shaw, Marvin, Hale, Ostrowicki, Seacrest – AYE. Motion carried, 6-0.

Approve Library Website Redesign Contract

Director Wieber shared that the contract has gone through both readings at the City Council and been approved. There is preliminary work to be done on preparing messaging and branding of the site, in conjunction with the functional development of the site, which should be complete by late spring.

Glass referenced the summary she'd shared with the Board, noting she and her team have been working on the project for the past six months. Glass wrote the Request For Proposal (RFP) with the Purchasing Department and received twelve proposals. After reviewing them, Zoom interviews were held with the team's top four choices, where potential designers answered questions provided in advance. GHD was chosen based on their score and their price. They're focused on creating a good user experience. They've had experience with other public library websites, incorporating the library catalog and Integrated Library System (ILS) with good results.

Ostrowicki shared that she was impressed with the thoroughness of GHD's answers and their detailed plan, and approved of the choice. Hale asked about the rebranding process. Director Wieber replied that we'll be working in conjunction with City Communications on it, and hope to plan ahead so the website will incorporate the most up to date City branding efforts, and coordinate our timing with GHD's process. Ostrowicki noted that GHD will expect certain assets to be in place before they begin. Sloan asked for a motion. Seacrest so moved. Ostrowicki seconded.

Discussion: Sloan asked, after the one year development and three years maintenance on the new website, what happens next, contractually? Glass replied, once all the proprietary customization is in place, we'd likely seek a Sole Source contract, like we do for the ILS. Sloan asked, if we're not pleased with the result, would we need to start completely over, or can it be hosted by someone else? Glass replied, their work would be proprietary to GHD and we'd have to begin again. Sloan asked, it's been about nine years since the last update? Glass confirmed. Sloan congratulated Glass and her team for their hard work. **ROLL CALL VOTE:** Shaw, Marvin, Hale, Ostrowicki, Seacrest, Sloan – AYE. Motion passed 6-0.

PRESIDENT'S REPORT

President Sloan expressed his excitement and thanks, going into the new year, with new united leadership. He's encouraged to go forward with continued planning for a new Central Library for Lincoln.

ASSISTANT LIBRARY DIRECTOR'S REPORT

Glass reported on the progress with the Bookmobile consultant – with Golden's help, the contract was extended so that we can move to phase two of the project, wherein the consultant will put together the detailed specs we've worked out for approval. Phase three will be the acquisition of the vehicles. Glass further shared an update on the Early Literacy grant the Foundation received, slated for iPads at Anderson Branch for use by kids. The iPads have finally arrived.

DIRECTOR'S REPORT

Director Wieber seconded President Sloan's excitement about moving the library forward. He's focused on making library services the best possible for Lincoln's residents, and hopes that eventually a new Central Library will come of those efforts. The excellent programming work done by staff is moving us toward achieving our big picture goals, as is progress on the new website, and looking towards the new strategic planning process this spring.

Of particular importance is the ConnectED project, our collaboration with Lincoln Public Schools (LPS) that allows all public school students to access to a public library account. Director Wieber shared the intent to make that collaboration more well known to the community, as it's such an important resource. Wieber is monitoring the State Legislature as they consider bills relevant to libraries and intellectual freedom. LCL has solid processes in place to deal with requests for reconsideration, which, unlike some other communities that have struggled with book challenges, helps us successfully work through them.

Overall usage is up 5.5% from last year. Circulation and visits are up 13%. While visits are still down from pre-pandemic numbers, circulation is less affected. This is a place where the website design is particularly important as it shows that while in-person visits are down, folks are making good use of the website and downloadable content.

The parking lot next to Bethany has been sold. We, along with the Law Department and Urban Development are reaching out to the new owner to explore any further opportunities. Hale asked if the new owner's use for the property is known? Golden replied, possibly residential but we're unsure, but we hope to learn more.

Director Wieber shared he's met with the new leadership at City Human Resources, and is pleased they are working on improvements needed to bring talent on board more quickly, a problem departments have been struggling with recently. Shaw asked for more information on the relevant Legislative Bills in the Unicameral so members can communicate with representatives. Wieber agreed to send more information via email.

PUBLIC COMMENT

No public comment

ADJOURNMENT

There being no further business, the meeting was adjourned at 8:41 a.m.

Memo to the Library Board

February 2023

FISCAL YEAR 2022-2023 BUDGET: The actual percent of budget expended year to date is 41.79%, compared to the budgeted 41.00%. Annual adjusted expenditures to date is 41.67%.

STANDING COMMITTEE REPORTS

Committee on Administration

The committee will forward separate motions under NEW BUSINESS to approve a change to the 1) Behavior Policy, and 2) Fees Policy.

Committee on Finance

*Approval of Monthly Recap of Expenditures—Action Item

Reports are attached. Treasurer Donna Marvin will bring forward a motion to approve.

SPECIAL COMMITTEE REPORTS

Foundation Executive Director Report

NEW BUSINESS

Approval of Revisions to the Behavior Policy – Action Item

I'm recommending a minor (yet important) revision to the **Behavior Policy**. When a patron is banned, they are, according to policy, banned from being on premise, but technically their library account is still active. It's a loophole that on one hand still allows them to access econtent (which is ok), but on the other hand doesn't necessarily prevent use of a card for physical items. This is what we want to correct and to do it with clarity—to eliminate the chance that a banned patron may attempt an on-premises visit for book retrieval especially, and also to eliminate the chance for those who have been banned to circulate physical materials. This is especially important for those banned due to bedbug infestations.

The change to policy language is to limit those who are banned from checking out physical materials (see "definitions"). This revision has been reviewed by City Law and the Committee on Administration.

Approval of Revisions to the Fees Policy – Action Item

I am recommending an increase to the Interlibrary Loan charges from \$2.50 to \$3.50 per item within the **Fees Policy**. The charge for an ILL helps cover the postage cost. The fee hasn't been increased in many years, and the new rate takes into account several US Postal increases and matches closely to the current rate for 1lb packages (\$3.47). The amount of revenue for ILL charges doesn't come close to covering the amount we annually outlay for ILL postage, but aids the budget and the \$1,500-\$2,000 amount we also receive from the Nebraska Library Commission for in-state ILLs. Paul Jones pulled some numbers for your reference on ILLs and postage the past year.

ILL Items Mailed 9/01/21-8/31/22: 3,505

Average Postage Cost per Item: \$3.39

LCL collected \$6,087.50 in ILL fees last fiscal year

Library Rate History (for up to 1 lb):

- 8/29/21 \$3.03
- 7/22/22 \$3.32
- 1/22/23 \$3.47

This revision has been reviewed by City Law and the Committee on Administration.

Approval of the SIRSIDynix Renewal Agreement

SIRSI-Dynix is the company that provides our Integrated Library System, which provides inventory, check-in, check-out, and customer records as well as analytical services, mobile features, and data specific reports. The annual contract price is \$76,315.47.

Approval of the Annual Book Sale Service Agreement between City of Lincoln and the Foundation for Lincoln City Libraries—Action Item

There have been several changes to the agreement that I will review and cover at the board meeting. For your convenience, we're providing the working draft and a clean copy for your review.

DIRECTOR'S REPORT

As part of my report, I'll speak to items on my written report.

Contracts Filed:

Service Providers Named in Agreement: Musicians participated in Gere's Family Fun Night for \$0

Arnold Community Learning Center: Memorandum of Understanding (MOU) between Arnold Community Learning Center (CLC) and City of Lincoln, d/b/a Lincoln City Libraries for providing a Club Leader for Library Clubs at Arnold Elementary School at a cost not to exceed \$0 on various dates between January 23, 2023 and April 26, 2023.

Gretchen Garrison: To provide presentations about travel adventures in Nebraska on Saturday, March 11, 2023 from 2-3pm at Eiseley Branch Library and Thursday, April 13 from 6:30-7:30pm at South Branch Library at a cost not to exceed \$150.00

Donna Gustafson: Facilitating a Bethany Booktalks on Friday, February 3, 2023

Humanities Nebraska: Prime Time Family Reading Time program 2023 renewal.

Lincoln Lancaster County Health Department: To provide four "Love your Teeth" storytimes at times and locations noted in MOU at no cost.

Foundation for Lincoln City Libraries: 2023 Agreement between Library and Foundation for Lincoln City Libraries for office rental agreement at \$1200 per year.

Foundation for Lincoln City Libraries: Annual renewal of operating agreement between Lincoln City Libraries and Foundation for Lincoln City Libraries.

UNL School of Biological Sciences (Board of Regents of the University of Nebraska): Provide three "STEMin' Out" ("Let's Recycle Stuff," "Sink or Float?" and "Layers of Earth") programs at Bennett Martin Public Library.

Wachiska Audubon Society: Wachiska Audubon will organize volunteers, supplies and collaborators for the Lincoln Bird EnCOUNTER at Walt Branch Library, 6701 S. 14th Street, Lincoln, NE 68512 from 1:00 p.m. to 3:00 p.m. on Saturday, February 18, 2023. Activity stations will include a binocular station, pinecone feeders, games, build-a-bird and bird count.

Miranda McCown: Amendment to the Service Agreement between Miranda McCown, 600 "A" St, Lincoln, NE 68502 and City of Lincoln, d/b/a Lincoln City Libraries (DO 28994) to reschedule the four Cosplay programs at Eiseley from December 27-30, 2022 to March 13-16, 2023. All other terms of the original agreement remain unchanged.



LINCOLN CITY LIBRARIES

136 S. 14th Street

Lincoln, NE 68508-1899

MEMORANDUM

TO: Library Board

FROM: Paul E. Jones, Business Office

RECAP OF EXPENDITURES - JANUARY 2023

Library Operational Budget - FY 2022-23	\$ 815,136.94	
Library Enc/Reapp - FY 2021-22	-	
Heritage Room Fund - FY 2022-23	3,002.29	
Polley Music Library - FY 2022-23	9,521.98	
Total Operational Expenditures		\$ 827,661.21
Grants	\$ 2,782.24	
Hompes Fund	46.04	
Keno	61,824.10	
Miscellaneous Library Donations Funds	24,911.56	
Capital Improvements	-	
Total Expenditures - Other Funds		89,563.94
TOTAL EXPENDITURES		\$ 917,225.15

Director's Report for January 2023

Recent City Council actions related to library activities

- 2/6/2023: Council approved an interlocal agreement between the City and Lincoln Public Schools for the Library's ConnectEd program.
- 2/13/2023: LCL's 2021-2022 Annual Report was Placed on File as part of the Consent Agenda.

Recent meetings and appointments

I'm grateful to staff, board members, and Foundation Director Gail McNair for their continued assistance in providing introductions and connections for me to individuals and groups in the community. Being connected allows for better familiarity between myself/library and those whom we will have library-related opportunities and collaborations down the road. Some recent introductions and presentations include the Chamber of Commerce, several local foundations, NLHA, FLCL, County Commission, Humanities Nebraska, Lincoln Public Schools' Libraries, Lincoln Literacy, Nebraska Library Commission, Mayor's Neighborhood Roundtable, and many individual stakeholders and leaders.

Safety and Security

Due to recent security issues, we will receive assistance from LPD for purposes of conducting security audits at each of our facilities. The objective is to obtain reports that detail areas or issues of concern as related to safety and security. This then becomes a basis, justification and plan for recommended or necessary improvements and budget planning. As you know, of particular concern is Bennett Martin Library and issues resulting from a facility with a multitude of out-of-sight accessible spaces. Coinciding with the audits, we're working on a solution to help mitigate patron access to the lower-level area.

Innovative ways for access and engagement

Libraries have tools available that are designed to enhance access to collections and build engagement with patrons—making collections and services easier to use and reaching patrons in newer ways. Our library team has some great ideas including 1) implementing online library card registration for instant access to e-content. Most libraries offer this, and it affords a way for new patrons to make first contact with LCL. One of our busier "branches" is the online branch and those doors need to be open for new library cards; and 2) using a patron engagement system that automatically connect with newly registered patrons by communicating "Welcome to Lincoln City Libraries!" and sharing LCL information and news—and providing reader's advisory. Many libraries utilize patron engagement platforms. Our Circulation Committee and Support Services will be investigating how to implement these services.

Message Map

I am bringing in communications consultant Teresa Paulsen to lead a group of LCL staff and board members through a "message mapping" process over the course of the next month or two. A message map is a tool that guides communication, provides key messages, creates consistent narrative, and builds brand. It's the basis of all external and internal communication, and it creates a common, organizational voice for all communication (news releases, website language, print material). Teresa has excellent experience and expertise-including with UNL, ConAgra, and the Omaha Public Library. The first meeting for the group-which includes board members Joe Shaw, Lisa Hale, and Jackie Ostrowicki is set for early March and a follow up meeting will occur a month later. The results and direction produced from this work will be implemented as soon as possible for our communication strategies and will be timely for the website redevelopment. The end objective is to help build the library brand.

African American Read In

The library participated again this year in the annual LPS African American Read In event, where on Feb 7 we live-streamed the Read-In to our branches and conducted story times at three branches with assistance from LPS student readers. Thanks to several LCL staff and LPS' Pete Ferguson for their excellent work in making it happen, and Amy Huffman for her promotional work.

Book Sale

Many people are eager to see the annual book sale come back after a three-year hiatus. I was recently told by a staff person that "*When is the book sale coming back?*" is a consistent everyday question at our circulation desks. Over the course of the past three years Book Nooks and sales to Thrift Books have done remarkably well in providing patrons with access to quality used books at good prices and in bringing in replacement revenue. Ultimately, however, the *best* outcome for a FLCL-led library book sale is the positive experience and attachment it creates between residents and their library. People love good books at bargain prices, and to find it at a library used book sale adds value to the library for residents. I'm confident we can bring back a version of the book sale this year and am interested in finding ways to hold multiple smaller events (perhaps special genre sales) spread out at branch locations. An upcoming meeting with branch managers and FLCL will be held to identify any doable possibilities. Having mini-sales in our own spaces when feasible is great for us to showcase, introduce, or reintroduce the library to those who are not familiar, and also build community.

Onboarding employees

The City of Lincoln's HR Department has several initiatives underway including the creation of a more consistent, timely, and purposeful onboarding process for new employees. A better introduction and welcome to the organization leads to better engagement, awareness, and job satisfaction. An HR-led onboarding presentation is in the works with input from each department and should be available by spring. At the same time, LCL will be enhancing our own onboarding experience for our new staff and will include a presentation that covers org structure, library history, our vision for service, and introductions to our locations.

Winter Reading Challenge

We had 2236 registered readers, (1667 of those completed the challenge), 8827 separate completed activities (visiting a library, doing something nice for someone, etc.) and a total of 2,086,743 minutes read.

Statistical miscellanea for the month:

- Bennett Martin visits increased 34% and Williams Branch jumped 104% over January 2022

- Overall visits were up 26%
- LCL-wide youth print circulation increased 13%, while adult print circulation decreased 3%
- Youth program attendance shot up 378% over last January (4,909 vs 1,028...in person programming).
- Overdrive audio checkouts increased 16%, and usage of Ancestry Library Edition dropped 19% compared to January 2022.

Monthly Examples of the Strategic Plan in Action

Our Vision: The Library Experience—setting a distinctive tone in promoting and providing lifelong education for our entire community

Interactions

- Maddie O'Malley [Eiseley]: "While working the Adult Services desk, a patron and her husband needed to get onto a computer to scan and email immigration documents. The patron spoke mainly Spanish, so through the help of a translator app on the patron's phone, I was able to show her how to use the scanner and email the documents. She and her husband were very thankful for the assistance. A few days later, I saw the couple return to the library and they used the scanner all on their own!"
- Vicki Clarke [Walt] helped a woman at the circulation desk who came in with a heavy heart to pay for two items she was returning that had aged to Lost. Vicki scanned them in and explained that since she returned the books within the appropriate time frame the replacement fees were waived, as we are now a fine free library. She was silent and her eyes welled up as she caught her breath. She explained that she had recently experienced several unexpected medical procedures. Her days had been rough lately, and this was a welcome gesture of good faith for her.
- Sharon Sayre [BMPL] relayed that, with tax season upon us, staff have assisted patrons in locating tax forms, printing out forms, and answering question about volunteer tax services. Sharon said she'd received thanks from a patron who said how much he appreciated that we offer these services.

Programming

- Lisa Westlund [Walt] had 78 attend All Ages Storytime and over 100 for Stay & Play as part of Grandparents Day. At Storytime she read One, Two Grandma Loves You by Shelly Becker and Llama LLama Gram and Grandpa by Anna Dewdney. There was an action rhyme about grandparents and a flannel board about llamas both of which the children really interacted with. Children and families who filled out a paper heart anytime from 10:00-2:00 on Saturday could get frosted heart shaped sugar cookies.
- Garren Hochstetler [BMPL] led a beginner knitting program for adults. By the end of the session 15 people were knitting!
- Lane Gibson [Gere-South] received the following feedback from a parent of one of the teens who regularly attends the T3RPG program: "I just wanted to say thank you so much for hosting this group. [My son] was having a really tough 8th grade year, having trouble making friends, and was getting really depressed. The

first night I picked him up after D&D, he was smiling bigger than I'd seen him smile all year and said "MOM, I FINALLY FOUND MY PEOPLE!" He looks forward to coming every month and talks about what's going on in the game the rest of the time. It's really made a huge difference in his life. We love coming to the library!"

- Eiseley Branch hosted 105 participants for Lakeview Elementary family night.
- Bennett Martin's "Little Kids: Big Feelings" events were well received by those attending. Kim Jorgensen reported: "It was fantastic! We had 17 participants at Bennett Martin. Kids' ages ranged from 1 to 6 or 7. I started out the event with an action song, then read a short book about yoga and feelings. By then, all participants were ready to go. The children were very enthusiastic!"
- The Winter Reading Challenge was a hit this year with 2,236 registered readers, (nearly 1,700 completed the challenge), 8,827 activities were recorded (visiting a library, doing something nice for someone, etc.) and a total of 2,086,743 minutes were read.

Outreach

- Greg Welch [Gere] visited 11 classes at UNL Daycare this month on four days with 223 attending.
- Kim Shelley, NESU Manager, provided a short history of Lincoln City Libraries' facilities and namesakes to the Sunrise Optimists group on 01/04/2023. She will reprise the presentation on June 21, 2023, as part of the Nebraska History Lunch series sponsored by Aging Partners.

Collections

- "A mom and her fourth and six-grade daughters were perusing our [Walt's] collections one evening and asked for books on the Roman Coliseum. They found books and non-fiction DVDs, but they were also excited about all the other non-fiction DVDs they saw. They collected an armload of DVDs along with their books, and then staff showed them how to access Hoopla for more educational videos. Mom said she was "flabbergasted" at the selections available here as compared to the state they had moved from and that they have come to the library many times already."

Collaboration

- Scott Scholz [Polley]: "While not our programs, the Lincoln Ukulele Group officially started their rehearsal jam sessions in the 4th floor auditorium of BMPL this month. I attended their first meeting to introduce myself, and to help them set up for watching the movie "The Mighty Uke" as kind of a celebration of their new location. They'll be here on the 2nd and 4th Tuesdays of each month from now on, and that will bring lots of musically inclined folks into the building regularly. They generally have 20-25 participants each time they meet."

Areas of Excellence and Focus

Early Childhood

- Anderson Branch Manager Kim Shelley and Librarian Karrie Simpson are pleased to report that the youth technology area is nearly ready to unveil to the public. The tables are in place. The iPads have arrived. The iPad stands (for aesthetics, ease of use, and security) are ready to install.

- A new attendee at the Bethany Book Group complimented our staff and library, saying her area was in Early Education, and she's very pleased with the selection and display of our children's area and books. She was especially pleased with the diversity and how attractively they were arranged and displayed.

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

Low-income families

- Vicki Wood is working with Ali Bousquet and Garren Hochstetler to put together a series of events for students at McPhee and Elliott elementary schools based on a Nebraska Library Commission grant. The purpose of the project is to get the students and their families in the library habit by encouraging them to come once a month until May, then make sure they get signed up for the Summer Reading Challenge.

Employment

- The American Job Center opened its new location across the street from BMPL. Though they have had staff provide outreach in the library for awhile now, it's really nice to have the resource so close to utilize with patrons needing assistance. Nancy Peters noted a patron needing some specialized assistance with a job application and was pleased to be able to send them right across the street!

Celebrating the Diversity of our City

- Traci Glass and Jodene Glaesemann met with Jordan Feyerherm (Diversity Equity Inclusion Manager) and T.J. McDowell (Mayoral Aide -One Lincoln) to discuss bias training as part of the Urban Libraries Council anti-racist work. Jodene also had a follow-up meeting with Jordan to discuss moving forward with training.

Building up the Culture of Lincoln

Reading

- Virtual Services' Peter Jorgensen created a Web page with four booklists to accompany a press release about LCL's most popular titles of 2022, and another page to be a home for archived "Lunch at the Library" program videos, similar to what was done previously for the Ames Reading Series videos [all are on YouTube].

Innovation and Curiosity

- The Heritage Room has loaned the unique Oz Black cartoon collection to UNL for digitization. University Libraries Associate Professor Richard Graham is scanning the large cartoon panels, which were created for the Lincoln Star newspaper in the 1920s – 30s and donated to LCL by Oz Black. The images, with ownership attributed to Lincoln City Libraries, will be displayed in the UNL Media Commons, and LCL will receive copies of the files.

Ryan Wieber, Library Director
February 17, 2023

January 2023 Use Compared to January 2022
Lincoln City Libraries

Location	Print Checkouts		Print Loan	Non-Print Checkouts		Non-Print	Total Checkouts		Total Loan
	2023	2022	Change	2023	2022	Loan Change	2023	2022	Change
BMPL	10,860	10,767	0.86%	2,556	3,091	-17.31%	13,416	13,858	-3.19%
Anderson	9,494	8,489	11.84%	2,392	2,338	2.31%	11,886	10,827	9.78%
Bethany	7,655	6,663	14.89%	1,202	1,114	7.90%	8,857	7,777	13.89%
Eiseley	21,980	17,585	24.99%	3,161	2,872	10.06%	25,141	20,457	22.90%
Gere	56,569	53,068	6.60%	7,594	8,586	-11.55%	64,163	61,654	4.07%
South	8,180	8,085	1.18%	1,404	1,505	-6.71%	9,584	9,590	-0.06%
Walt	37,346	35,385	5.54%	4,995	5,292	-5.61%	42,341	40,677	4.09%
Williams	634	507	25.05%	193	148	30.41%	827	655	26.26%
Lied Bookmobile	1,453	1,935	-24.91%	220	133	65.41%	1,673	2,068	-19.10%
InterLibrary Loan	250	268	-6.72%	0	0	0.00%	250	268	-6.72%
Subtotal Checkouts	154,421	142,752	8.17%	23,717	25,079	-5.43%	178,138	167,831	6.14%
Download/Stream Audio	0	0	0.00%	38,514	32,040	20.21%	38,514	32,040	20.21%
Download/Stream eBook	0	0	0.00%	31,405	27,567	13.92%	31,405	27,567	13.92%
Stream Video	0	0	0.00%	801	791	1.26%	801	791	1.26%
TOTAL CHECKOUTS	154,421	142,752	8.17%	94,437	85,477	10.48%	248,858	228,229	9.04%

Location	Youth Checkouts		Youth Loan	Adult Checkouts		Adult Loan	Visits	Visits	Visits
	2023	2022	Change	2023	2022	Change	2023	2022	Change
BMPL	5,099	4,282	19.08%	8,317	9,576	-13.15%	11,002	8,214	33.94%
Anderson	6,015	4,798	25.36%	5,871	6,029	-2.62%	5,085	3,903	30.28%
Bethany	5,065	4,329	17.00%	3,792	3,448	9.98%	2,992	2,369	26.30%
Eiseley	16,963	12,202	39.02%	8,178	8,255	-0.93%	8,598	6,725	27.85%
Gere	36,312	33,256	9.19%	27,851	28,398	-1.93%	18,081	15,072	19.96%
South	5,319	5,094	4.42%	4,265	4,496	-5.14%	3,138	3,053	2.78%
Walt	28,802	27,389	5.16%	13,539	13,288	1.89%	12,001	9,329	28.64%
Williams	635	440	44.32%	192	215	-10.70%	738	361	104.43%
Lied Bookmobile	1,016	1,227	-17.20%	657	841	-21.88%	163	151	7.95%
InterLibrary Loan	0	0	0.00%	250	268	-6.72%	0	0	0.00%
Subtotal Checkouts	105,226	93,017	13.13%	72,912	74,814	-2.54%	61,798	49,177	25.66%
Download/Stream Audio	5,405	4,708	14.80%	33,109	27,332	21.14%	0	0	0.00%
Download/Stream eBook	4,893	4,091	19.60%	26,512	23,476	12.93%	0	0	0.00%
Stream Video	0	0	0.00%	801	791	1.26%	0	0	0.00%
TOTAL CHECKOUTS	115,524	101,816	13.46%	133,334	126,413	5.47%	61,798	49,177	25.66%

Location	Program & Outreach Attendance - Youth		P&O Att - Youth Change	Program & Outreach Attendance - Adult		P&O Att - Adult Change	Computer Use		Computer
	2023	2022	Change	2023	2022	Change	2023	2022	Change
BMPL	203	232	-12.50%	154	360	-57.22%	2,360	2,015	17.12%
Anderson	163	8	1937.50%	10	0	0.00%	685	746	-8.18%
Bethany	209	0	0.00%	24	0	0.00%	240	198	21.21%
Eiseley	1,007	8	12487.50%	39	0	0.00%	1,190	997	19.36%
Gere	1,465	0	0.00%	34	28	21.43%	1,216	1,315	-7.53%
South	51	0	0.00%	7	9	-22.22%	426	493	-13.59%
Walt	1,477	8	18362.50%	73	0	0.00%	945	857	10.27%
Williams	188	0	0.00%	0	0	0.00%	56	26	115.38%
Lied Bookmobile	146	772	-81.09%	67	362	-81.49%	0	0	0.00%
TOTAL	4,909	1,028	377.53%	408	759	-46.25%	7,118	6,647	7.09%

**Lincoln City Libraries
January 2023 Use Report**

Location	Loans	Visits	Computer Reservations	Program & Outreach Attendance	January 2023 Total Use	January 2022 Total Use	CHANGE
Bennett Martin Public Library	13,416	11,002	2,360	357	27,135	24,679	9.95%
Anderson Branch	11,886	5,085	685	173	17,829	15,484	15.14%
Bethany Branch	8,857	2,992	240	233	12,322	10,344	19.12%
Eiseley Branch	25,141	8,598	1,190	1,046	35,975	28,187	27.63%
Gere Branch	64,163	18,081	1,216	1,499	84,959	78,069	8.83%
South Branch	9,584	3,138	426	58	13,206	13,145	0.46%
Walt Branch	42,341	12,001	945	1,550	56,837	50,871	11.73%
Williams Branch	827	738	56	188	1,809	1,042	73.61%
Lied Bookmobile	1,673	163	0	213	2,049	3,353	-38.89%
InterLibrary Loan	250	0	0	0	250	268	-6.72%
SUBTOTAL	178,138	61,798	7,118	5,317	252,371	225,442	11.94%
DownloadStream Audio	38,514	0	0	0	38,514	32,040	20.21%
Download/Stream eBooks	31,405	0	0	0	31,405	27,567	13.92%
Stream Video	801	0	0	0	801	791	1.26%
Download SUBTOTAL	70,720	0	0	0	70,720	60,398	17.09%
TOTAL CIRCULATION	248,858	61,798	7,118	5,317	323,091	285,840	13.03%

WiFi Sessions	97,797	89,142	9.71%
WiFi Users	8,440	8,432	0.09%
Website Users	67,118	67,938	-1.21%
Website Sessions	133,449	134,210	-0.57%
Database Use	10,261	13,341	-23.09%

Holdings Report	PRINT		NON PRINT		Total	REGISTRATIONS	2023	2022	Change
	Adult	Youth	Adult	Youth					
Owned	366,494	300,083	76,237	32,989	775,803	Purged	626	35	1688.57%
Added	2,819	1,980	436	52	5,287	Active			
Withdrawn	-5,974	-2,612	-378	-624	-9,588	Resident	146,490	199,213	-26.47%
Current	363,339	299,451	76,295	32,417	771,502	ConnectED	42,312	42,998	-1.60%
						County	9,149	12,979	-29.51%
						NonResident	945	1,066	-11.35%
						Reciprocal	481	788	-38.96%
						Limited Use	8,558	10,753	-20.41%
						Total Active	207,935	267,797	-22.35%

LINCOLN CITY LIBRARIES

Monthly Categorical Report

January 31, 2023

	Budget Amount	Budgeted Year-to-Date	Expended Year-to-Date	Balance	Current Month Expended
Administration-Div. 1					
Personnel	\$ 855,401.00	\$ 356,417.08	\$ 337,984.93	\$ 517,416.07	\$ 64,238.15
Supplies	30,500.00	12,708.33	9,946.60	20,553.40	1,221.95
Services & Charges	90,645.00	37,768.75	59,099.29	31,545.71	3,212.80
Other	-	-	-	-	-
Total	\$ 976,546.00	\$ 406,894.17	\$ 407,030.82	\$ 569,515.18	\$ 68,672.90
Percent Expended		41.67%	41.68%		
Buildings & Grounds-Div. 2					
Personnel	\$ 119,531.00	\$ 49,804.58	\$ 47,523.72	\$ 72,007.28	\$ 9,798.68
Supplies	24,000.00	10,000.00	6,988.82	17,011.18	825.59
Services & Charges	984,185.00	410,077.08	386,956.22	597,228.78	56,849.91
Other	90,900.00	37,875.00	45,415.82	45,484.18	45,415.82
Total	\$ 1,218,616.00	\$ 507,756.67	\$ 486,884.58	\$ 731,731.42	\$ 112,890.00
Percent Expended		41.67%	39.95%		
Public Service-Div. 3					
Personnel	\$ 5,622,546.00	\$ 2,342,727.50	\$ 2,174,102.65	\$ 3,448,443.35	\$ 448,070.90
Supplies	61,000.00	25,416.67	13,793.33	47,206.67	4,146.73
Services & Charges	49,750.00	20,729.17	16,966.38	32,783.62	3,527.94
Other	-	-	-	-	-
Total	\$ 5,733,296.00	\$ 2,388,873.33	\$ 2,204,862.36	\$ 3,528,433.64	\$ 455,745.57
Percent Expended		41.67%	38.46%		
Support Services-Div. 4					
Personnel	\$ 1,183,694.00	\$ 493,205.83	\$ 508,624.68	\$ 675,069.32	\$ 112,392.15
Supplies	63,500.00	26,458.33	14,876.45	48,623.55	2,628.35
Services & Charges	440,171.00	183,404.58	196,193.21	243,977.79	8,509.65
Other	900,000.00	375,000.00	531,073.96	368,926.04	54,298.32
Total	\$ 2,587,365.00	\$ 1,078,068.75	\$ 1,250,768.30	\$ 1,336,596.70	\$ 177,828.47
Percent Expended		41.67%	48.34%		
Total Library Operational					
Personnel	\$ 7,781,172.00	\$ 3,242,155.00	\$ 3,068,235.98	\$ 4,712,936.02	\$ 634,499.88
Supplies	179,000.00	74,583.33	45,605.20	133,394.80	8,822.62
Services & Charges	1,564,751.00	651,979.58	659,215.10	905,535.90	72,100.30
Other	990,900.00	412,875.00	576,489.78	414,410.22	99,714.14
Total	\$ 10,515,823.00	\$ 4,381,592.92	\$ 4,349,546.06	\$ 6,166,276.94	\$ 815,136.94
Percent Expended		41.67%	41.36%		
Other Library Fund Appropriations	Amount Appropriated	Expended Year-to-Date		Balance	Current Month Expended
FY 2021-22 Encumbrances	\$ 72,763.70	\$ 40,812.68		\$ 31,951.02	\$ -
FY 2021-22 Reappropriated	\$ 376,359.00	\$ 112,419.82		\$ 263,939.18	\$ -

**LINCOLN CITY LIBRARIES - FUND BALANCES
JANUARY 2023**

	Beginning Balance	Receipts	Expended	Ending Balance
<u>GRANT FUNDS</u>				
Net Lender Fund	\$ 2,325.34	\$ 326.80	\$ 1,894.89	\$ 757.25
State Aid 2021	19,428.83	-	887.35	18,541.48
State Aid 2022	51,393.00	-	-	51,393.00
NHC ARPA 2021 Kees	1,960.58	-	-	1,960.58

DONATED FUNDS

Heritage Room	\$ 107,864.26	\$ 308.67	\$ 3,002.29	\$ 105,170.64
Polley Music Library	295,029.86	730.64	9,521.98	286,238.52
Joseph J. Hompes	98,368.19	7,893.22	46.04	106,215.37
Misc. Library Donations	588,635.02	1,904.77	24,911.56	565,628.23
Alice Nielsen	79,804.91	215.18	-	80,020.09
Dorothy Holland	114,795.63	309.51	-	115,105.14
Glennis Leapley	61,062.65	164.64	-	61,227.29
Lincoln Cares	20,263.68	442.74	-	20,706.42

APPROPRIATED FUNDS

	Budget	Expended Jan 2023	Exp-to-Date	Balance
Heritage Room FY 2022-23	\$ 37,510.00	\$ 3,002.29	\$ 15,372.37	\$ 22,137.63
Polley Music Library FY 2022-23	115,220.00	9,521.98	45,468.56	69,751.44
Keno FY 2021-22	287,565.60	5,443.00	32,929.45	254,636.15
Keno FY 2022-23	981,475.00	56,381.10	110,048.40	871,426.60
Capital Improvement Projects				
FY 2020-21 Williams	913,362.00	-	-	913,362.00
FY 2021-22 Bookmobile	450,000.00	-	-	450,000.00
FY 2022-23 Bennett Martin Elevator 1-4	200,000.00	-	-	200,000.00
FY 2022-23 Gere/Bethany Parking Lot	240,000.00	-	-	240,000.00
FY 2022-23 Branch Improvements	200,000.00	-	-	200,000.00

Lincoln City Libraries
Lincoln, Nebraska

POLICY TITLE: BEHAVIOR POLICY:
INAPPROPRIATE AND/OR ILLEGAL CONDUCT

PURPOSE

Lincoln City Libraries has established this Behavior Policy to ensure that library buildings are safe, welcoming and provide equitable access to materials and services for all library users and staff. In addition to compliance with library rules appropriate library conduct includes activities such as reading, studying, quiet reflection, properly using library materials/equipment and other similar conduct normally associated with a public library. Responses to inappropriate behavior and/or illegal activity are outlined here.

OVERVIEW

No individual may engage in inappropriate conduct on the premises of Lincoln City Libraries. Inappropriate conduct includes any individual or group activity which is disruptive to other individuals lawfully using library buildings, materials/equipment and/or premises or is otherwise inconsistent with activities such as reading, studying, quiet reflection, properly using library materials and other similar conduct normally associated with a public library. Examples of various offenses are representative and not comprehensive. See Also: Library Rules

DEFINITIONS

"Premises" shall include inside and outside areas of Lincoln City Libraries' property, including parking lots.

"Banning" shall prohibit an individual from being present in and/or on the premises of Lincoln City Libraries, **and shall prohibit a patron from checking out physical items.**

"Public area" shall include Lincoln City Libraries' premises that are open for public use.

"Non-public area" shall mean area where the public is not allowed.

"Minor" shall mean an unmarried person under the age of 19.

"Adult" shall mean a person age 19 or over, or a married person.

"Director" shall mean the Director of the Lincoln City Libraries, or designated representative.

"Library" shall include the premises, material, and services of the Lincoln City Libraries.

"Staff" shall mean employees of the City of Lincoln, Lincoln City Libraries

LEVEL 1 OFFENSE

The following are examples of conduct that shall be deemed "inappropriate." This conduct is not consistent with appropriate use of the library. Including but not limited to:

- Eating or drinking in non-designated areas.
- Sleeping
- Engaging in disruptive conversations/discussions above normal conversation noise levels.
- Bringing any animal into library buildings, except trained service animals and animals for Lincoln City Libraries' sponsored programs.
- Interfering with staff in the performance of their duties.

- Leaving personal packages, such as bags, backpacks, and sleeping bags, unattended.
- Moving tables, chairs, or other furniture without staff permission or putting feet on furniture.
- Persons 4 years of age and older must wear shoes and shirts in the library.
- Other activities that are inconsistent with the normal use of public library materials and buildings.

RESPONSE TO LEVEL 1 OFFENSE

- Customer warned for first violation of any offense.
- Second violation of any offense, customer will be warned that continued behavior will result in being required to leave the premises for the remainder of the day.
- Third violation of any offense will result in being suspended and required to leave the premises for the remainder of the day. If customer returns during the suspension, a Notification of Suspension form is to be completed by staff and served to the customer, suspending the customer for an additional three days. If customer returns during this additional three-day suspension, police are called and the written documentation is shared with LPD with instructions to cite the individual for trespassing. In the case of a minor, they are to be referred to the County Attorney.
- Staff response may be documented and used in conjunction with the Lincoln City Libraries' response to customer's behavior in the future.
- Staff Supervisor may notify parents/guardians of a minor's violation(s) of Level 1 Offenses.

LEVEL 2 OFFENSE

The following are examples of conduct that shall be deemed "disorderly" and not consistent with appropriate use of the library. Including but not limited to:

- Extensive staring at customers or staff, which annoys and/or disturbs.
- Skateboarding, scooter riding, bicycle riding or rollerblading in or on premises.
- Bathing, shaving or changing clothes, except for changing of a diaper.
- Canvassing, selling, bartering, soliciting or engaging in any other commercial activity.
- Leaving minors under the age of 6 unattended. Note: Minors under the age of 6 must be closely accompanied at all times by a responsible person age 13 or older.
- Using another person's library card to reserve a computer.
- Inappropriate use of youth service areas by an adult. Example: An adult observed in the Youth Services department or in the children's area of a library that is spending an unusual amount of time in that department or area and is not involved in the appropriate use of children's materials and/or is not accompanied by a child.
- Customers not following staff instructions and posted guidelines relating to addressing public health emergencies.

RESPONSE TO LEVEL 2 OFFENSE

- Customer warned that continued behavior will result in being immediately required to leave the premises for the remainder of the day.
- Second violation of any offense in a one-week period will result in the customer being required to leave the premises for the remainder of the day.
- Staff Supervisor may notify parents/guardians of a minor's violation(s) of Level 2 Offenses.

LEVEL 3 OFFENSE

The following are examples of conduct that shall be deemed “unacceptable” and not consistent with acceptable library behavior. Including but not limited to:

- Being in a state of intoxication.
- Loud, abusive, indecent, profane or drunken conversation and/or behavior in person, by phone or by electronic means.
- Harassment of library staff, contracted vendors, or customers.
- Individuals with body hygiene that is so offensive it is intolerable to other individuals.
- Minors not authorized to use unfiltered Internet using another person’s library card to reserve a computer with unfiltered Internet access.
- Repeated violation of Level 2 Offenses (more than 3 times in a 30-day period).
- Usage of a device to intentionally expose staff to sexually graphic images.
- Usage of the computer and/or Internet so as to jeopardize the security of the computer network or other networks on the Internet or elsewhere, compromise the safety and security of others, or provide access by a minor to material that is inappropriate for a minor.
- Knowingly entering non-public areas of premises.
- Falsifying identity to obtain a library card.

RESPONSE TO LEVEL 3 OFFENSE

- Customer will be required to leave the premises immediately for the remainder of the day. No warning will be given.
- Staff Supervisor may notify parents/guardians of a minor’s violation(s) of Level 3 Offenses.
- Staff will end phone conversation or electronic communication.

LEVEL 4 OFFENSE

The following are examples of conduct that shall be deemed “disruptive, harassing, or threatening in nature to customers or staff.” Including but not limited to:

- Smoking, use of tobacco products or electronic smoking devices inside premises.
- Drinking and/or possessing alcoholic beverages.
- Bringing a weapon into or on premises.
- Candles, incense, pyrotechnics, or any type of flame.
- Usage of the computer and/or Internet
 - to violate the law.
 - for viewing, transmitting or downloading obscenity, including child pornography, or materials that encourage others to violate the law.
 - to cause harm to others or damage the property of others.
- Hateful conduct meant to incite violence directed at staff, contracted vendors, or customers as members of a protected class.
- Any illegal activity.
- Repeated return of borrowed materials infested with insects, including but not limited to bed bugs or cockroaches; or live insects observed on body or belongings.
- Repeated violation of Level 3 Offenses, (more than twice in a 30-day period).
- Repeat of behavior that resulted in the individual being banned for one month or more within the previous year.

RESPONSE TO LEVEL 4 OFFENSES

- Customer engaging in conduct listed as Level 4 Offense will be told to immediately leave the premises for 3 days.
- Customer will be suspended for 3 days. See Suspension and Banning Procedure.
- Customer may be banned for a period of up to 36 months at the discretion of the Director. See Suspension and Banning Procedure.
- Customers banned for insect infestations are banned until proof of treatment is provided.
- Police will be called for illegal activities. Witnesses are asked to stay to talk to police.

SUSPENSION AND BANNING PROCEDURE

- Staff will issue, or cause to be issued a written notification of suspension, herein after referred to as “Notification of Suspension”, to the customer which shall give notice to the customer the reason(s) for the suspension.
- The suspension shall be for a maximum period of three (3) days and shall be a suspension from all premises of the Lincoln City Libraries.
- Staff will immediately forward a copy of the Notification of Suspension to the Director. Upon a finding by the Director that there are reasonable grounds to believe a customer should be banned from any or all of the premises, the Director, or their designee, shall issue a written banning order, hereinafter referred to as “Banning Order”. The Banning Order shall notify the customer of the ban, length of the ban, the reason(s) for the banning, and to what premises
- The Banning Order shall be served upon the banned customer by certified registered mail when such customer’s address is known, or by hand delivery by any staff upon the customer’s entry into any premises or by any contact with the banned customer. A copy of the banning order shall also be provided to law enforcement, and City Attorney’s Office. Notification of the banning order will be provided to all staff.
- The banned customer shall have the ability to appeal the Banning Order. See section named *Appeal Procedure of Banning Order* for further appeals information.

APPEAL PROCEDURE OF BANNING ORDER

- A banned customer may appeal the Banning Order to the Director by filing with the Secretary to the Library Board a notice of appeal, hereinafter referred to as “Notice of Appeal from Banning Order”. The banned customer will hereinafter be referred to as “Appellant”. The Notice of Appeal of Banning Order shall contain the Appellant’s name and address, and telephone number if a number is available.
- Upon receipt of a Notice of Appeal of Banning Order, the Director shall set a date certain for a hearing on the appeal within fifteen (15) days from receipt of the Notice of Appeal of Banning Order. This time period may be extended with the written consent of the Appellant. The Appellant shall be notified of this date by regular mail to the address indicated on the Notice of Appeal of Banning Order.
- In order to be assured a review of the merits at the hearing, the Appellant must be present at the hearing at which the appeal is heard. Failure of the Appellant to attend the hearing may result in a dismissal of the appeal by the Director, which by operation, will leave the Banning Order in effect.
- The hearing shall occur in the presence of the Director; the Library Board President, or designated representative; and the Lincoln City Attorney, or designated representative.

- At the hearing, evidence may be presented. The Appellant shall not be required to offer evidence at the hearing.
- After the hearing, the Director, within fifteen (15) days of the hearing on appeal, shall make a final binding written order, hereinafter referred to as “Final Order”. The Final Order shall be mailed to the Appellant at the address provided in the Notice of Appeal of Banning Order. The Final Order should contain the final decision of the Director and be approved to form and legality by the Lincoln City Attorney or designated representative.
- The Final Order is appealable to the proper court of law.

NON-COMPLIANCE: TRESPASSING

If a banned customer enters or refuses to leave any designated premises before the return date listed in the Banning Order or the Notification of Suspension, pursuant to staff’s request to leave, the banned customer will be considered as trespassing and law enforcement will be called.

Adopted by Library Board:

Revised: February 17, 2023

Last Revised: May 19, 2020

Reviewed by Law Department:

ATTACHMENT #1: Notification of Suspension TO:

On (insert date) at approximately (insert time) you were observed at (Insert name of library) Library.

At that time, you were in violation of the following Level 4 Offense:

_____ Intoxicated (more than twice in a 30-day period)

_____ Loud, disturbing and/or threatening behavior

_____ Other (Description _____.)

Because of the behavior listed above, and/or other documented incidents of inappropriate conduct at Lincoln City Libraries, you are temporarily suspended from the premises of all Lincoln City Libraries for three days.

You are suspended from (insert date) through (insert date).

If you are on Lincoln City Libraries premises during the suspension period, you will be considered trespassing and law enforcement shall be called.

The Director of the Lincoln City Libraries will review your suspension to determine if banning is appropriate. You will be notified if further action will be taken.

Staff initials: _____ Date Issued: _____

This form is a recommendation only. It may be adjusted according to need.

Attachment #2 BANNING ORDER

(Date)
MAIL

CERTIFIED

Name of Customer Mailing Address
City, State, ZIP

Dear Mr./Mrs./Miss (insert last name):

Please be advised that as of (insert beginning ban date), you are banned from all libraries and library premises of Lincoln City Libraries for a period of (insert number of days/months) through (insert date). You are banned for the following reason(s):

Date Location Description (insert incident/s here)

The Lincoln Police Department has been notified of your being banned from the libraries. Failure to adhere to this notice will be considered trespassing.

If you wish to appeal this banning, you shall have 30 days from receipt of this notice to appeal. You may appeal this decision by filing with the Secretary of the Library Board, Lincoln City Libraries, 136 S. 14 Street, Lincoln, NE 68508, or via email at via email to LibraryBoard@lincoln.ne.gov, a Notice of Appeal. The Notice of Appeal shall consist of a letter stating your desire to have the Library Director or designated representative's decision reviewed. The Notice of Appeal shall contain the address to which you wish to have future mailings made.

Sincerely,

Library Director

cc: Lincoln Police Department

*This form is a recommendation only. It may be adjusted according to need.

**LINCOLN CITY LIBRARIES
LINCOLN, NEBRASKA**

POLICY TITLE: FEES

Lincoln City Libraries offers a full range of informational, educational, and recreational library services. It is the policy of the Board of Trustees of Lincoln City Libraries to offer as full a range of services as possible within the limitations of its budget. Fees may be imposed for non-basic services. See State Statute: 51-201.01 for definition of non-basic service.

Library Card:

There is no fee for a library card for residents of Lincoln and Lancaster County.

Non Resident Card –

Summer Reading - \$5.00 (valid during summer reading program)

3 months – \$15.00

12 months – \$60.00

Replacement of Lost Card - \$1.00

Overdue:

Lincoln City Libraries does not charge late fees.

Items Not Returned:

Adult Items – item replacement price

Children and Young Adult Items, ConnectED Accounts - Item replacement price

A library customer's record is blocked from checkout if total charges exceed \$10.00.

Damage:

Library staff has the responsibility to charge for damage to materials when a customer is responsible for the damage. A schedule of current damage charges is developed and maintained by Library Administration.

Interlibrary Loans: A fee of \$3.50 per physical item is charged to Lincoln City Libraries card holders for Interlibrary Loan service.

Collection Agency:

A \$10 fee will be assessed to customer when customer's record is turned over for debt collection action.

Printing:

All printing from self-service computer reservation system printers

Black & white - 10 cents per page

Color - 25 cents per page

3D Printing:

Cost for printing - \$1 per hour, or portion of an hour, of printing time.

No charge for failed print job if problem is related to a printer malfunction. Customer charged if failure due to a problem with the design file.

Public Faxing:

Library staff faxes documents for the public, outgoing domestic calls only. \$1.00 per page.

Reference by Mail/E-Mail/Fax:

Customers with Lincoln City Libraries cards-

No charge for research

Copies/Prints – 25 cents per page

Fax - \$1.00 per page

Customers without Lincoln City Libraries cards-

\$5.00 per name/item researched

Copies/Prints - 25 cents per page

Fax - \$1.00 per page

Meeting Rooms:

Nonprofit organizations or governmental agencies - No charge

For profit organizations - \$10.00 per hour, or any portion of an hour.

Stack Mover Rental:

Fee negotiated with Library Director, not to exceed \$250.00 per day, or partial day, of usage.

ADOPTED BY LIBRARY BOARD:

LAST REVISED: July 19, 2022

REVISION PROPOSED: February 17, 2023

LAW DEPT. REVIEW:

**SERVICE AGREEMENT BETWEEN
CITY OF LINCOLN AND FOUNDATION FOR LINCOLN CITY LIBRARIES
REGARDING BOOK SALES**

1. INTRODUCTION.

This Agreement is between the City of Lincoln, Nebraska on behalf of Lincoln City Libraries (“LCL”) and the Foundation for Lincoln City Libraries (“Foundation”) for book sales.

2. SERVICES.

Foundation and LCL enter this Agreement for Foundation to conduct sale of books, periodicals, audio recordings, and other library media through (1) book nook shelves at various library branches (“Book Nooks”), (2) through electronic sales through Thriftbooks or other vendors, and (3) potentially through in-person book sale(s) in 2023 (“Book Sale”). The source of the materials that LCL shall cull or extract from general circulation or receive as donations from other sources that shall not be a part of the LCL’s collection as of the date of the Book Sale and that are specifically dedicated to the Book Sale (“Sale Media”). Title to the Sale Media shall at all times remain with LCL until such Sale Media is recycled or otherwise disposed of by Foundation through Book Nooks or the Book Sale. LCL and Foundation also agree as follows:

- A. Foundation is granted authority and control to conduct the Book Sale and the Book Nooks in the manner it deems appropriate; and Foundation and LCL shall establish mutually agreeable written guidelines regarding how acceptance of donated Sale Materials, sorting, storage, monitoring of volunteers, and sales in Book Nooks shall be conducted during the course of this Agreement.
- B. Foundation shall be solely responsible for volunteers performing activities in library branches or at the Book Sale venue to facilitate the Book Sale or the Book Nooks.
- C. Foundation shall pay for all expenses connected with the Book Sale and the Book Nooks, but LCL may provide at its discretion minor non-monetary assistance as it deems necessary.
- D. All advertising and terms of Book Sale and Book Nooks shall be reviewed and approved by the Library Director, but approval shall not be unreasonably withheld. Foundation is permitted to state in advertising that the sale proceeds will support LCL. LCL shall also permit advertisement of the Book Sale in LCL’s libraries. Signage for the Book Nooks in library branches shall be mutually agreed upon by the parties.
- E. LCL shall extract Sale Media from general circulation and receive donations of Sale Media from the public for the Book Sale at its library branches. LCL will store the Sale Media, in its discretion, until regular pickup by Foundation or its agent, but shall allow for use of limited space in the discretion of LCL for sorting and distribution for sale in the Book Nooks. Foundation shall pay for any storage expenses for its own storage at another location. LCL shall receive donations of Sale Media from the public at all libraries during normal library hours. Foundation shall also be authorized to receive donations of Sale Media from the public from time to time and to the extent donations are received Foundation shall coordinate and cooperate with LCL regarding storage of same prior to disposal.
- F. Foundation shall pay for the moving and storage of the Sale Media from LCL properties until the Book Sale on a schedule to be coordinated by and between Foundation, LCL, and

the entity performing moving and storage. Foundation shall schedule and pay for the delivery of Sale Media from storage to the venue for the Book Sale. Foundation's agents may also receive Sale Media from third parties to be sold at the Book Sale or Books Nooks which shall be stored by Foundation.

- G. LCL shall not sponsor adult programming at any of its locations during the Book Sale without the mutual consent of Foundation and LCL.
- H. LCL 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.
- I. Foundation shall obtain and provide the venue for any Book Sale off-premises. Foundation 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.
- J. Foundation shall maintain accurate records and receipts from sales at the Book Sale and shall at a minimum provide a preliminary written accounting of the Book Sale's gross sales, all related costs or expenses, sales tax, income, or other deductions or profit to LCL within thirty (30) working days of the conclusion of the Book Sale. Such accounting shall provide a calculation of the net amount realized from the Book Sale.
- K. Foundation may extract items from the Sale Media after pickup from LCL for sale through electronic or other means such as Thriftbooks, 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.
- L. Foundation shall recycle or otherwise dispose of the Sale Media if not sold, but any profit from said recycling or disposal should be included in the gross sales for the purpose of compensation.

3. DUTIES GENERALLY.

Foundation agrees as follows:

- A. To timely and professionally complete the services as described above, to furnish the labor, and pay all their own costs, including any taxes, required to complete the services.
- B. To furnish everything reasonably necessary to complete the services unless specifically provided otherwise in this Agreement.
- C. To apply for and obtain any and all necessary permits, certifications, licenses, variances, leases, and approvals required by any applicable law or regulations that relate to the services.
- D. To conduct all activities related to the services in a lawful and reasonable manner.
- E. Provide and perform all necessary labor in a professional and workmanlike manner and in accordance with the provisions of this Agreement.
- F. To undertake all reasonable actions which will minimize the costs incurred with respect to the Sales Media and the Book Sale.

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

4. INDEPENDENT CONTRACTOR.

LCL is interested only in the financial results produced by this Agreement. Foundation has sole and exclusive charge and control of the manner and means of the marketing, staffing, and overall performance of the Book Sale and Book Nooks. Foundation shall perform as an independent contractor, and it is expressly understood that Foundation's officers, board members, staff, and volunteers are not employees of City and, thus they are not entitled to any City benefits including, but not limited to, overtime, retirement benefits, compensation, workers compensation, sick leave, or injury leave. Nothing contained herein shall be deemed to change or alter Foundation'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 or by December 31, 2023 at the latest.

6. COMPENSATION.

Foundation shall be compensated in the amount of ten percent (10%) of the net sale proceeds as provided for performing the services as described above. The total compensation paid to Foundation for services shall not exceed \$25,000. All remaining net sales proceeds (i.e. net of the actual and reasonable costs incurred by Foundation in preparing for and conducting the Book Sale as reflected in the accounting provided for above), shall be paid to LCL 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 or on or before February 28, 2023, whichever shall occur first. Foundation shall not receive any compensation if sales results in no net income, regardless of early termination by either party.

7. TERMINATION FOR BREACH.

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

8. TERMINATION FOR CONVENIENCE.

LCL and Foundation each have the right to terminate this Agreement for any reason for its own convenience. If LCL terminates this Agreement for convenience, LCL shall provide Foundation with thirty (30) days written notice of the termination. Upon termination, LCL shall pay Foundation 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 Foundation terminates this Agreement prior to receipt of any of the Sale Media, no payment shall be due or payable to LCL.

9. TERMINATION FOR LACK OF FUNDING.

LCL 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 LCL. In the event of unavailability of funds to pay any amounts due under this Agreement, LCL shall immediately notify Foundation and this Agreement shall terminate without penalty or expense to LCL. If such notification is received by Foundation after receipt of all or any of the Sale Media, Foundation 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 Foundation shall pay over to the LCL one-half of the net income, if any, of the Book Sale.

10. INDEMNIFICATION.

To the fullest extent permitted by law, Foundation shall indemnify, defend and hold harmless LCL, 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 claims for damage whatsoever, including without limitation, any bodily injury, sickness, disease **including COVID-19 or novel coronavirus**, death, or any injury to or destruction of tangible or intangible property, including any loss of use resulting there from that is caused by the intentional or negligent act or omission of Foundation or anyone for whose acts any of them may be liable. This section will not require Foundation to indemnify or hold harmless LCL for any losses, claims, damages, and expenses arising out of or resulting from the negligence of LCL. LCL 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. These obligations remain continuous and uninterrupted for the entire term of the Agreement.

11. INSURANCE.

A. Foundation shall maintain General Liability Insurance at its own expense during the life of this Agreement, naming and protecting Foundation and City of Lincoln, its officials, employees and volunteers as insured, against claims for damages resulting from (a) all acts or omissions, (b) bodily injury, including wrongful death, (c) personal injury liability, and (d) property damage which may arise from operations under this Agreement whether such operations by Foundation and Foundation's agents. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

1. All Acts or Omissions - \$1,000,000 each Occurrence; \$2,000,000 Aggregate;
2. Bodily Injury/Property Damage - \$1,000,000 each Occurrence; \$2,000,000 Aggregate;
3. Personal Injury Damage - \$1,000,000 each Occurrence;
4. Contractual Liability - \$1,000,000 each Occurrence;
5. Products Liability and Completed Operations - \$1,000,000 each Occurrence;
6. Medical Expenses (any one person) - \$10,000;
7. Fire Damage (any one fire) - \$100,000.

B. A Certificate of Insurance for its General Liability Insurance shall be provided and attached to this Agreement by Foundation. The City of Lincoln shall be specifically named as an additional insured on the General Liability Insurance.

C. Foundation is required to provide City with thirty (30) days notice of cancellation, non-renewal or any material reduction of insurance as required by this Agreement.

12. AUDIT.

Foundation 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, FAIR LABOR STANDARDS.

Foundation 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. Foundation shall maintain Fair Labor Standards in the performance of this Agreement, as required by Chapter 73, Nebraska Revised Statutes, as amended.

14. 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.

15. INTEGRATION, AMENDMENTS, ASSIGNMENT, SEVERABILITY, 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. 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. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of the right of that party to subsequently enforce and compel strict compliance with every provision of this Agreement. This Agreement shall be construed and interpreted under the laws of the State of Nebraska.

16. E-VERIFY.

In accordance with Neb. Rev. Stat. Section 4-108 through 4-114, Foundation 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. Foundation 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.

17. CAPACITY.

The undersigned person representing Foundation does hereby agree and represent that he or she is legally capable to sign this Agreement and to lawfully bind Foundation to this Agreement.

IN WITNESS WHEREOF, City of Lincoln and the Foundation for Lincoln City Libraries do hereby execute this Agreement.

LINCOLN CITY LIBRARIES

Library Board President

Date

FOUNDATION FOR LINCOLN CITY LIBRARIES

Foundation Board President

Date

**SERVICE AGREEMENT BETWEEN
CITY OF LINCOLN AND FOUNDATION FOR LINCOLN CITY LIBRARIES
REGARDING BOOK SALES**

1. INTRODUCTION.

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2. SERVICES.

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- B. Foundation shall be solely responsible for volunteers performing activities in library branches or at the Book Sale venue to facilitate the Book Sale or the Book Nooks.
- C. Foundation shall pay for all expenses connected with the Book Sale and the Book Nooks, but LCL may provide at its discretion minor non-monetary assistance as it deems necessary.
- D. All advertising and terms of Book Sale and Book Nooks shall be reviewed and approved by the Library Director, but approval shall not be unreasonably withheld. Foundation is permitted to state in advertising that the sale proceeds will support LCL. LCL shall also permit advertisement of the Book Sale in LCL’s libraries. Signage for the Book Nooks in library branches shall be mutually agreed upon by the parties.
- E. LCL shall extract Sale Media from general circulation and receive donations of Sale Media from the public for the Book Sale at its library branches. LCL will store the Sale Media, in its discretion, until regular pickup by Foundation or its agent, but shall allow for use of limited space in the discretion of LCL for sorting and distribution for sale in the Book Nooks. Foundation shall pay for any storage expenses for its own storage at another location. LCL shall receive donations of Sale Media from the public at all libraries during normal library hours. Foundation shall also be authorized to receive donations of Sale Media from the public from time to time and to the extent donations are received Foundation shall coordinate and cooperate with LCL regarding storage of same prior to disposal.
- F. Foundation shall pay for the moving and storage of the Sale Media from LCL properties until the Book Sale on a schedule to be coordinated by and between Foundation, LCL, and

the entity performing moving and storage. Foundation shall schedule and pay for the delivery of Sale Media from storage to the venue for the Book Sale. Foundation's agents may also receive Sale Media from third parties to be sold at the Book Sale or Books Nooks which shall be stored by Foundation.

- G. LCL shall not sponsor adult programming at any of its locations during the Book Sale without the mutual consent of Foundation and LCL.
- H. LCL 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.
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3. DUTIES GENERALLY.

Foundation agrees as follows:

- A. To timely and professionally complete the services as described above, to furnish the labor, and pay all their own costs, including any taxes, required to complete the services.
- B. To furnish everything reasonably necessary to complete the services unless specifically provided otherwise in this Agreement.
- C. To apply for and obtain any and all necessary permits, certifications, licenses, variances, leases, and approvals required by any applicable law or regulations that relate to the services.
- D. To conduct all activities related to the services in a lawful and reasonable manner.
- E. Provide and perform all necessary labor in a professional and workmanlike manner and in accordance with the provisions of this Agreement.
- F. To undertake all reasonable actions which will minimize the costs incurred with respect to the Sales Media and the Book Sale.

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

4. INDEPENDENT CONTRACTOR.

LCL is interested only in the financial results produced by this Agreement. Foundation has sole and exclusive charge and control of the manner and means of the marketing, staffing, and overall performance of the Book Sale and Book Nooks. Foundation shall perform as an independent contractor, and it is expressly understood that Foundation's officers, board members, staff, and volunteers are not employees of City and, thus they are not entitled to any City benefits including, but not limited to, overtime, retirement benefits, compensation, workers compensation, sick leave, or injury leave. Nothing contained herein shall be deemed to change or alter Foundation'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 or by December 31, 2023 at the latest.

6. COMPENSATION.

Foundation shall be compensated in the amount of ten percent (10%) of the net sale proceeds as provided for performing the services as described above. The total compensation paid to Foundation for services shall not exceed \$25,000. All remaining net sales proceeds (i.e. net of the actual and reasonable costs incurred by Foundation in preparing for and conducting the Book Sale as reflected in the accounting provided for above), shall be paid to LCL 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 or on or before February 28, 2023, whichever shall occur first. Foundation shall not receive any compensation if sales results in no net income, regardless of early termination by either party.



7. TERMINATION FOR BREACH.

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

8. TERMINATION FOR CONVENIENCE.

LCL and Foundation each have the right to terminate this Agreement for any reason for its own convenience. If LCL terminates this Agreement for convenience, LCL shall provide Foundation with thirty (30) days written notice of the termination. Upon termination, LCL shall pay Foundation 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 Foundation terminates this Agreement prior to receipt of any of the Sale Media, no payment shall be due or payable to LCL.

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the Book Sale in whatever manner it deems reasonable and appropriate and after payment of all costs and expenses incurred Foundation shall pay over to the LCL one-half of the net income, if any, of the Book Sale.

10. INDEMNIFICATION.

To the fullest extent permitted by law, Foundation shall indemnify, defend and hold harmless LCL, 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 claims for damage whatsoever, including without limitation, any bodily injury, sickness, disease **including COVID-19 or novel coronavirus**, death, or any injury to or destruction of tangible or intangible property, including any loss of use resulting there from that is caused by the intentional or negligent act or omission of Foundation or anyone for whose acts any of them may be liable. This section will not require Foundation to indemnify or hold harmless LCL for any losses, claims, damages, and expenses arising out of or resulting from the negligence of LCL. LCL 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. These obligations remain continuous and uninterrupted for the entire term of the Agreement.

11. INSURANCE.

A. Foundation shall maintain General Liability Insurance at its own expense during the life of this Agreement, naming and protecting Foundation and City of Lincoln, its officials, employees and volunteers as insured, against claims for damages resulting from (a) all acts or omissions, (b) bodily injury, including wrongful death, (c) personal injury liability, and (d) property damage which may arise from operations under this Agreement whether such operations by Foundation and Foundation's agents. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

1. All Acts or Omissions - \$1,000,000 each Occurrence; \$2,000,000 Aggregate;
2. Bodily Injury/Property Damage - \$1,000,000 each Occurrence; \$2,000,000 Aggregate;
3. Personal Injury Damage - \$1,000,000 each Occurrence;
4. Contractual Liability - \$1,000,000 each Occurrence;
5. Products Liability and Completed Operations - \$1,000,000 each Occurrence;
6. Medical Expenses (any one person) - \$10,000;
7. Fire Damage (any one fire) - \$100,000.

B. A Certificate of Insurance for its General Liability Insurance shall be provided and attached to this Agreement by Foundation. The City of Lincoln shall be specifically named as an additional insured on the General Liability Insurance.

C. Foundation is required to provide City with thirty (30) days notice of cancellation, non-renewal or any material reduction of insurance as required by this Agreement.

12. AUDIT.

Foundation 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, FAIR LABOR STANDARDS.

Foundation 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. Foundation shall maintain Fair Labor Standards in the performance of this Agreement, as required by Chapter 73, Nebraska Revised Statutes, as amended.

14. 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.

15. INTEGRATION, AMENDMENTS, ASSIGNMENT, SEVERABILITY, 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. 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. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of the right of that party to subsequently enforce and compel strict compliance with every provision of this Agreement. This Agreement shall be construed and interpreted under the laws of the State of Nebraska.

16. E-VERIFY.

In accordance with Neb. Rev. Stat. Section 4-108 through 4-114, Foundation 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. Foundation 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.

17. CAPACITY.

The undersigned person representing Foundation does hereby agree and represent that he or she is legally capable to sign this Agreement and to lawfully bind Foundation to this Agreement.

IN WITNESS WHEREOF, City of Lincoln and the Foundation for Lincoln City Libraries do hereby execute this Agreement.

LINCOLN CITY LIBRARIES

Library Board President

Date

FOUNDATION FOR LINCOLN CITY LIBRARIES

Foundation Board President

Date