

MEETING NOTICE

DATE: December 15, 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, December 19, 2023
Bennett Martin Public Library – 4th floor
136 S. 14th St.
Lincoln, NE 68508

STARTING TIME OF MEETING: 8:00 a.m.
CHAIR 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 November 21, 2023, Meeting Minutes*
5. Standing Committee Reports
 - a. Committee on Administration
 - b. Committee on Finance
 - i. Approval of Monthly Recap of Expenditures for November 2023*
 - c. Committee on Buildings & Grounds
 - i. Awarding of a Contract Renewal for janitorial services with BMI Janitorial Group not to exceed \$129,500.*
6. Special Committee Reports
 - a. Foundation Executive Director Report
 - b. One Book One Lincoln Annual Report: Jen Jackson and Cait Lombardo
7. New Business
 - a. Approval of Resolution Recognizing David Smith for His Contributions to One Book One Lincoln*
 - b. Approval of a Contract with BVH Architecture for Phase 1.1 architectural services not to exceed \$389,200.*
 - c. Approval of Lincoln City Libraries and Foundation for LCL Annual Contract*
 - d. Approval of Lincoln City Libraries and Foundation for LCL Annual Lease Agreement*
 - e. Approval of Lincoln City Libraries and Foundation for LCL Book Sale Agreement*
 - f. Approval of Board Meeting Dates for 2024*
 - g. Approval of a Request for Reconsideration Policy*
8. President's Report
9. Assistant Library Director's Report
10. Library 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, NOVEMBER 21, 2023

BENNETT MARTIN PUBLIC LIBRARY

LINCOLN, NEBRASKA

BOARD MEMBERS PRESENT

Dan Sloan, Joe Shaw, Jackie Ostrowicki, Rhonda Seacrest, Lisa Hale, Morgan Gerteisen, Patty Beutler, Nichole Bogen, present.

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 8:00 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. Shaw motioned approval. Seacrest seconded. **ROLL CALL VOTE:** Gerteisen, Hale, Beutler, Ostrowicki, Seacrest, Shaw, Sloan – AYE. Motion carried 7-0

PUBLIC COMMENT ON AGENDA ITEMS

President Sloan asked if there was any public comment on items on the Agenda.

John Janovy, Jr., 421 Sycamore Dr, (10) spoke in opposition to the Appeal of the Request for Reconsideration.

Herb Friedman, 1700 Memorial Dr, (02) spoke in opposition to the Appeal of the Request for Reconsideration.

Vicki Wood, 4045 Mohawk St, (10) spoke in opposition to the Appeal of the Request for Reconsideration.

Kathryn Kelley, 4310 Washington St, (06) spoke in opposition to the Appeal of the Request for Reconsideration.

Kees Uiterwaal, 7924 Yellow Knife Dr, (05) spoke in opposition to the Appeal of the Request for Reconsideration.

APPROVAL OF OCTOBER 17, 2023 MEETING MINUTES

President Sloan called for a motion to approve the minutes. Seacrest moved approval. Ostrowicki seconded.

There was no discussion. Sloan asked for the vote. **ROLL CALL VOTE:** Hale, Beutler, Ostrowicki, Seacrest, Shaw, Sloan, Gerteisen – AYE. Motion carried 7-0.

STANDING COMMITTEE REPORTS

Committee on Administration

Request for Reconsideration Appeal

President Sloan noted that the Committee on Administration consists of Hale, Seacrest, and himself. The book in question is "Flamer" by Mike Curato. Director wieber denied a patron's request to relocate the book from the Young Adult (YA) section to Adult. Sloan reported that the Committee on Administration also unanimously agreed to keep the book in the Young Adult section. Sloan asked for a motion. Shaw moved to deny the Appeal and keep the book in YA. Beutler seconded. Discussion: Sloan thanked the public speakers for their powerful and relevant comments. He found the book to be realistic to the reality of teen boys, but not offensive. He observed that the content felt relevant to him, even as a white, CIS male and stated his support for the book. Hale added that she's

now read it twice, and noted that in a 365 page book, the objections she has seen point to only four or five specific pages taken out of context of the whole story.

Director Wieber offered clarification of the request – that it was to reclassify the book as an Adult item and move it out of the Young Adult section. He shared that once a Request for Reconsideration is received in Administration, it's sent to him, and he then sends it to the LCL Request for Reconsideration Committee. The Committee consists of 7-8 staff holding various positions at different branches who are all familiar with the Materials Selection Policy and the weight of what they're considering. The entire committee reads the work in question, which sometimes requires the purchase of additional copies. They discuss the work and the patron's request as a group and send their decision to the Director. Their report in this instance noted that the publishers and professional reviewers are in agreement that this book is properly made available to teens and Young Adults. Their professional review of the text also concluded it was accurate placement. They submitted their report to the Director, and in this instance, he upheld their conclusion and denied the request. Upon receiving his response, the patron exercised their right to appeal his decision to the Board.

President Sloan asked if the committee was divided in this instance and was informed, no, the LCL committee's response was unanimous. Shaw shared, as a member of the LGBTQ community he found it heartening that books like these were available to young people now, as when he was young books addressing these issues were not available. He stated that a book like this would have been life changing in normalizing what he was feeling and could have helped explain it. He recalled that in the 1960's and 70's there were no books that spoke to young people like this book does. He reiterated the importance of books that speak to young LGBTQ people to keep them from feeling alone and isolated and commended LCL for having books like this in the collection.

Sloan clarified that an AYE vote will uphold Director Wieber's denial of the request to relocate this title to the Adult section and called for the vote. **ROLL CALL VOTE:** Beutler, Ostrowicki, Seacrest, Shaw, Sloan, Gerteisen, Hale – AYE. Motion carried 7-0.

Committee on Finance

Approval of Monthly Recap of Expenditures for October, 2023

Treasurer Ostrowicki shared that the Library Operational Budget for October was \$1,081,334.19. Additionally, the Heritage Room Fund used \$2,619.99 and Polley Music Library used \$8,694.29, totaling \$1,092,648.47. Expenditures from other funds included grants at \$5,026.69, Keno at \$4,097.99 and from miscellaneous donations \$21,379.73, totaling \$30,504.41 for Total Expenditures of \$1,123,152.88. Ostrowicki motioned to approve the expenditures. Hale seconded. There was no discussion. **ROLL CALL VOTE:** Ostrowicki, Seacrest, Shaw, Sloan, Gerteisen, Hale, Beutler – AYE. Motion carried 7-0.

Committee on Buildings and Grounds

Approval of Expenditure of no more than \$67,131.00 to MJAG Construction Services, LLC for new first floor carpet at Bennett Martin Public Library.

Director Wieber shared that the Library was allotted \$75,000 for the project in the biennial budget. The job was bid out, and three bids were received. The addition of a performance bond necessitated a second bid, and the same three companies rebid. The job was awarded to MJAG Construction of Bellevue. The job is scheduled to happen this winter, possibly as early as December. He shared that every effort will be made to minimize

disruption, but Bennett Martin will need to be closed for at least three days for the project. Seacrest moved approval. Gerteisen seconded. There was no discussion. **ROLL CALL VOTE:** Seacrest, Shaw, Sloan, Gerteisen, Hale, Beutler, Ostrowicki – AYE. Motion carried 7-0.

SPECIAL COMMITTEE REPORTS

Foundation Executive Director Report

Gail McNair absent – no report.

NEW BUSINESS

Approval of the Polley Music Library Annual Report.

President Sloan noted that the report had been sent out for review and noted that it was good reading, and that many good events have happened this year. Ostrowicki motioned approval. Hale seconded. Polley Librarian Scott Scholz was invited to elaborate on the report. Scholz noted that the increase in programming post-COVID has been exciting and satisfactory. Programs have included bringing in varied musicians to discuss their work as well as hosting a regular songwriting club. They celebrated the 40th anniversary of the Polley music library which garnered some press attention. The Zagers have donated more guitars to the popular circulating collection and Scholz has continued to participate in community outreach to publicize the collection. There was no further discussion. **ROLL CALL VOTE:** Shaw, Sloan, Gerteisen, Hale, Beutler, Ostrowicki, Seacrest – AYE. Motion carried 7-0. Wieber expressed gratitude for Scholz, calling him “a genius at what he does” and that we’re lucky to have him at Polley. Sloan commended the diversity of Scholz’s programming choices

PRESIDENT’S REPORT

Sloan shared that he didn’t have a formal report, but that his month was spent working on the library system upgrade and book challenges.

ASSISTANT LIBRARY DIRECTOR’S REPORT

In Assistant Director Traci Glass’s absence, Director Wieber gave a brief update. He shared that in addition to the new carpet being planned at Bennett Martin, the new exterior signage at Eiseley, Walt, South and Bethany Branches is happening this week. Bookmobile consultant has drawn up new specs. We’re going back out to bid for two gas vehicles, instead of an EV Ford Transit. We will accept bids on the smaller, more agile, Mercedes-Benz Sprinters which are commonly used by other libraries. Once the order is placed, it will take 18-24 months to receive the vehicles. He shared that the ballot box installation has been approved by the City Council and the County Board. Those will be located at Gere, Eiseley, Anderson and Walt branches, likely before the end of the year.

LIBRARY DIRECTOR’S REPORT

Future Libraries Engagement Update with BVH and MSR Design.

Director Wieber shared that his report will be to share the final Phase 1 Report from BVH/MSR design. BVH architects Cleve Reeves and Mark Bacon attended in person, and MSR architect Matthew Kruntorad attended via

Zoom to present the report. Wieber thanked Virtual Services staff, Rod Cummings and Andrew Inbody for their help setting up the new Zoom technology in the Bennett Martin auditorium for which funds were granted by Lincoln Rotary Club #14.

Kruntorad reviewed the attached summary report. He noted that more than 250 people participated in the community engagements, 567 online surveys were completed and there were 250+ contributions to the heat mapping exercises. A potential Phase 2 was outlined. There were no questions. Director Wieber shared that the committee will continue to meet to address Phase 2. Ostrowicki commended the value of the research done and the evidence based reporting that resulted. Sloan and Ostrowicki both noted that the community engagement has added excellent data to the process, and many folks expressed their thanks for LCL asking the questions and seeking out their participation, showcasing how engaged Lincolniters are in their libraries. Kruntorad reiterated the observation that compared to other cities, Lincolniters are highly engaged and participatory, enabling their report to be extremely reflective of Lincoln's wants and needs for their library system. Seacrest commented that Lincoln's sense of ownership of their libraries will help move the project forward. Bogen asked if there was a good diversity of people attending. Reeves replied that the full report reflects the diversity of respondents and agreed that it was broadly representative. He noted that the surveys were offered in multiple languages.

Impact of Fine-Free Libraries.

President Sloan reminded the Board of a community member's concerns about the process and shared that Wieber and Library Coordinator Rebecca Aracena and her team had researched the impacts and were prepared to submit a report. Wieber reminded all that LCL has been entirely fine-free for over a year and was pleased to be able to report that despite a reduction in revenue, he was satisfied with the results shown by the attached report. Before turning the floor over to Aracena for a high level look at the data, he reminded the board it's a known fact that library fines create an unintentional barrier to access. He noted that fine free policies at libraries have been implemented nationwide for over ten years, and that LCL made youth items fine-free in 2019 with no detrimental effects to service.

Aracena shared that the immediate direct impact was that over 30,000 customers had fines waived, encouraging them to return to the library. Staff at every branch received positive feedback from customers. Staff and customers' immediate concern was if going fine free would negatively impact the time spent waiting on hold for popular books. Aracena's department has been closely monitoring hold times and the ratios of available titles to the number of folks on hold and using that information to reorder when needed. The results are positive. In FY 22-23, placement of holds increased by 3.05% and fulfillment of holds increased by 5.37%. In fact, there has been an improvement of hold fulfillment time since going fine free. 76% of holds placed were filled within the first week, and less than 17% of holds took over four weeks to fill. She went on to report that older lost items are being returned at a greater rate, the accounts submitted for collection reflected much lower totals, and the value of items returned was higher. Further, the number of overdue items was .04% less than the previous year.

Aracena reported that work is being done to further improve speedy returns of overdue items by adding an additional notice to customers, reminding them that all fees are waived upon the materials' return. She also shared that LCL staff report fewer daily, negative interactions with patrons regarding fines. There was no further discussion.

PUBLIC COMMENT

No further public comment.

ADJOURNMENT

There being no further business, the meeting was adjourned at 9:29 a.m.

Impact of Fine Free Libraries

LINCOLN CITY LIBRARIES

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Contents

1. Why Go Fine Free?
2. Direct Immediate Impact – Fines Forgiven
3. Library Use
 - Circulation and Library Visits
 - Holds
 - New Patron Registrations
 - Patrons Blocked from Checkout
 - Collections Statistics
4. Lost and Returned Items
5. Percent of Items Overdue
6. Conclusion

Why Go Fine Free?

Lincoln City Libraries went fine-free on September 1, 2022, in recognition of the impact that fines played in limiting library usage among low-income families and caregivers.

Overdue fines often unintentionally create a barrier to access for many residents. The practice of assessing fines has long been justified as an effective prompt for borrowers to return materials in a timely manner, so others can enjoy the library collection. Research has shown that while many users incur late fees, the ability to pay them depends greatly on income. Those who are able to pay can keep visiting and borrowing, however, those who are unable to pay, simply stop using the library—and in many instances fail to return overdue materials. Experience and data from other fine free libraries (see: Colorado Department of Education: *Removing Barriers to Access*, 2016) showed that the rate of return is not higher when people are fined for overdue materials.

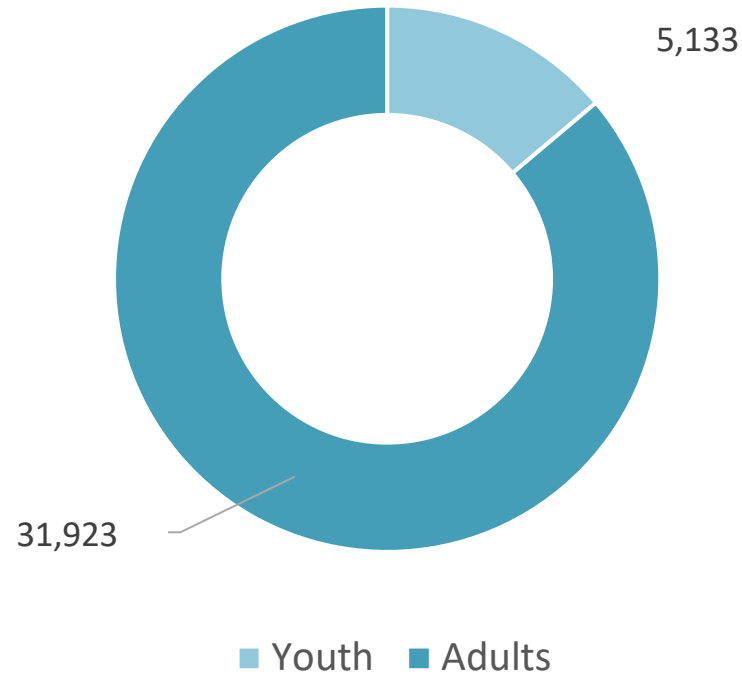
Lincoln City Libraries first established a fine-free policy for overdue children's items in 2019, and subsequently, there was not a *noticeable* decline in materials availability or increase in the rate of loss of items, however, no data was monitored nor collected during the succeeding years (2020-2022) due to the volatility and unreliability of library usage and data during the COVID pandemic.

Beginning in September 2022 and on a monthly basis, LCL collected data in several key areas to measure the effect of fine-free. The following data and charts help provide a general overview of the first year without fines— and for the foreseeable future LCL will continue to collect and report key data points to identify trends and determine solutions where appropriate for improved access to collections.

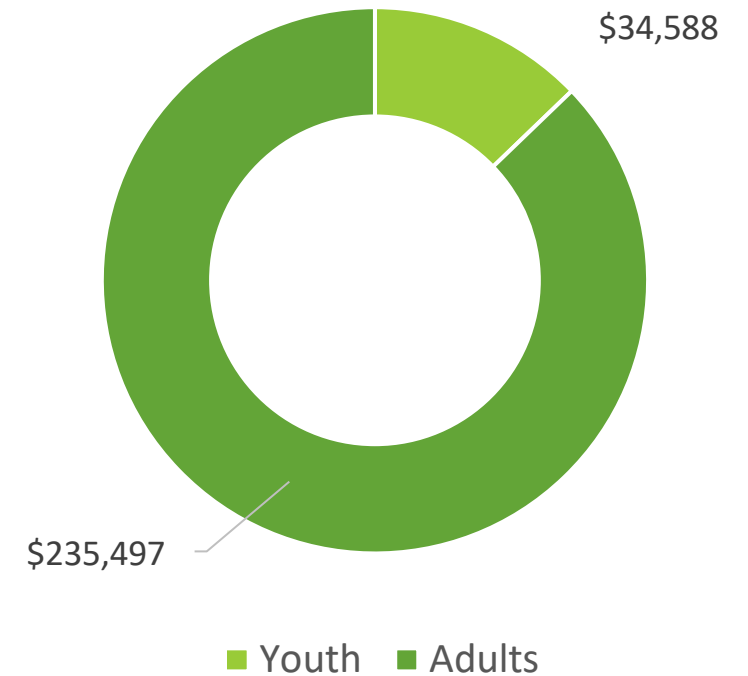
Immediate Direct Impact on Library Patrons

- *37,056 library customers had their old library fines waived on September 1, 2022.*
- *A total of \$270,085 in library fines were waived.*

Library Patrons with Fines Waived Sept. 1, 2022



Amount of Fines Forgiven



Library Use

Library Visits

➤ FY 2022 – 2023: **785,119**

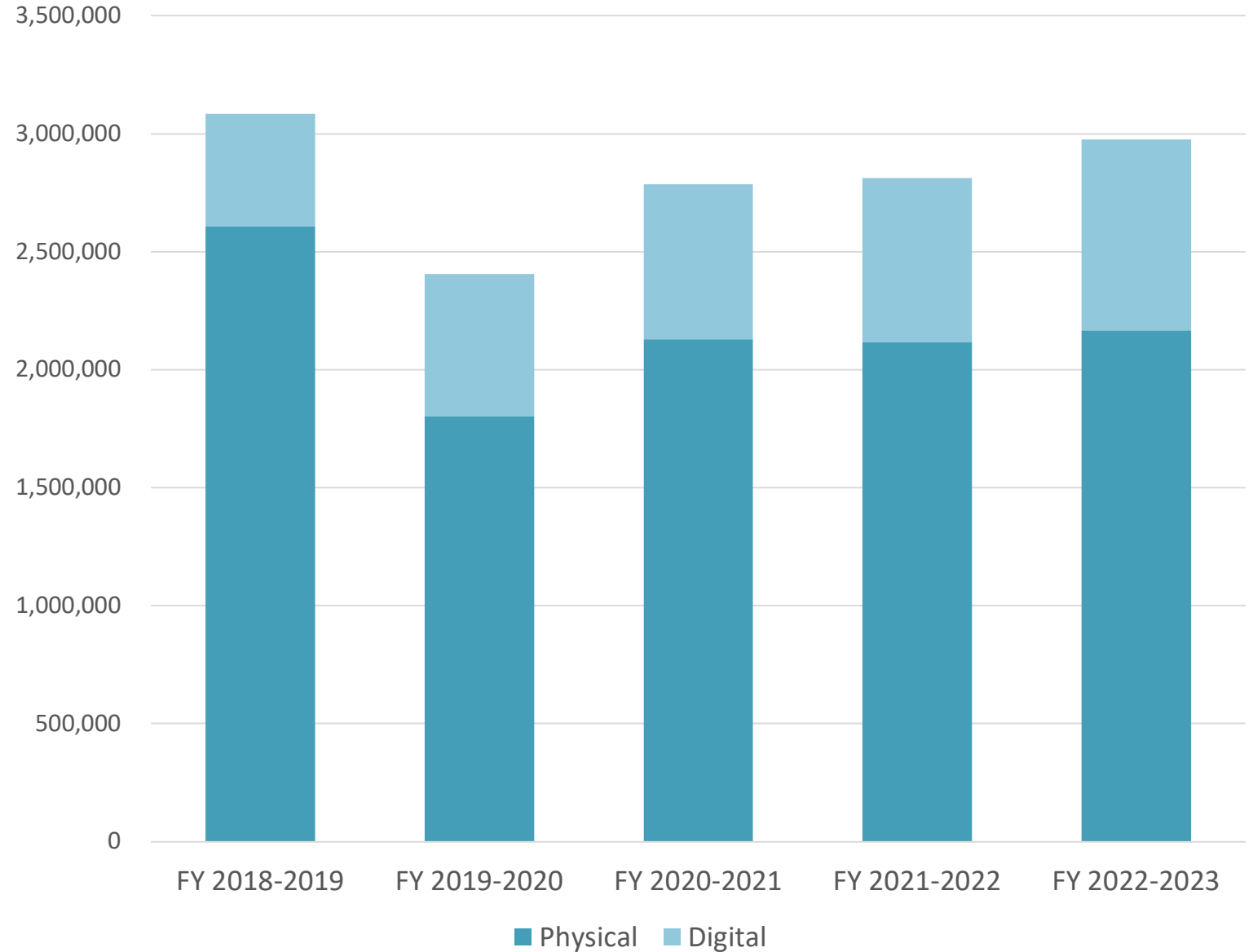
➤ FY 2021 – 2022: **691,298**

Population from 2020 Census

➤ City of Lincoln: **291,082**

➤ Lancaster County: **322,608**

Circulation by Fiscal Year



Hold

- There has been an improvement in hold fulfillment time since we went fine free and an increase in the number of holds filled.
- In FY 22-23, 76% of holds were filled the same week. Less than 17% of holds took more than 4 weeks to fill.

Hold

Hold

Placed and Filled by Fiscal Year

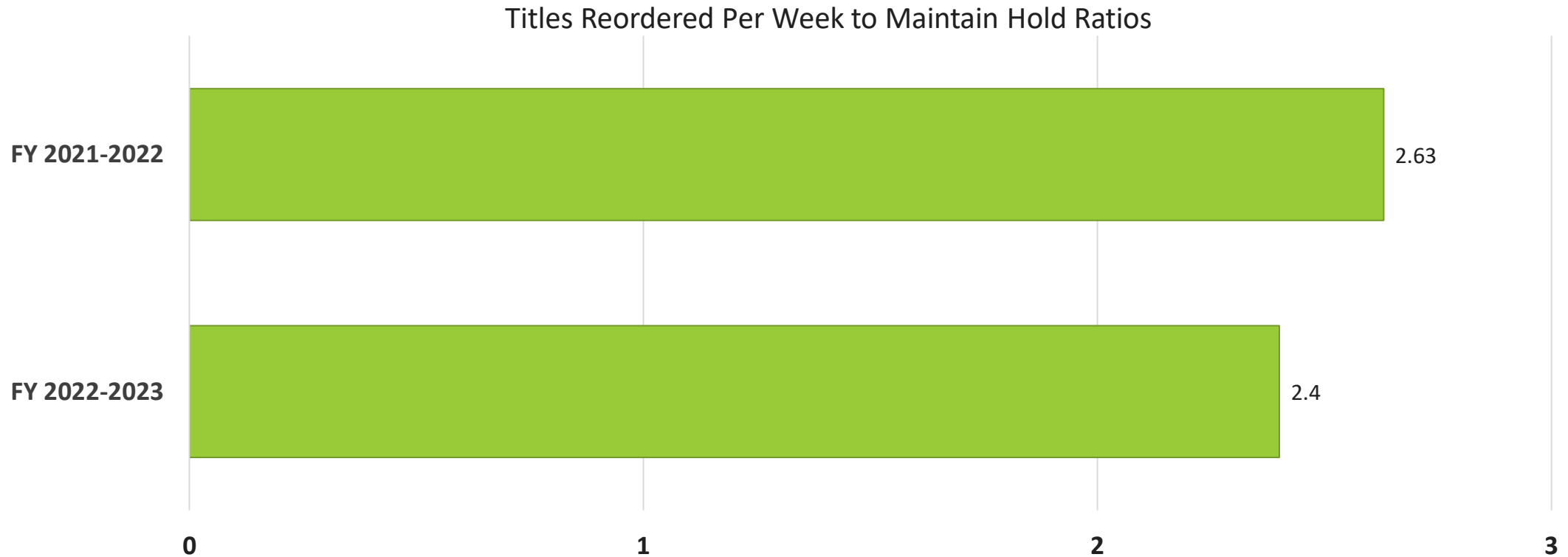
	Hold	Placed
	Filled	
FY 2021-2022	287,283	343,510
FY 2022-2023	303,756	353,999
Percent change	5.73%	3.05%

Change in Hold fulfillment time from FY21-22 to FY22-23

	Same Week	2nd week	3rd week	4th week+
FY 2021-2022	75.27%	4.18%	3.18%	17.37%
FY 2022-2023	76.17%	4.39%	3.03%	16.42%
Difference	0.90%	0.21%	-0.16%	-0.95%

** Hold fulfillment is affected by delayed publication and delayed delivery of titles by vendors. waiting for popular titles checked out, patron suspending hold*

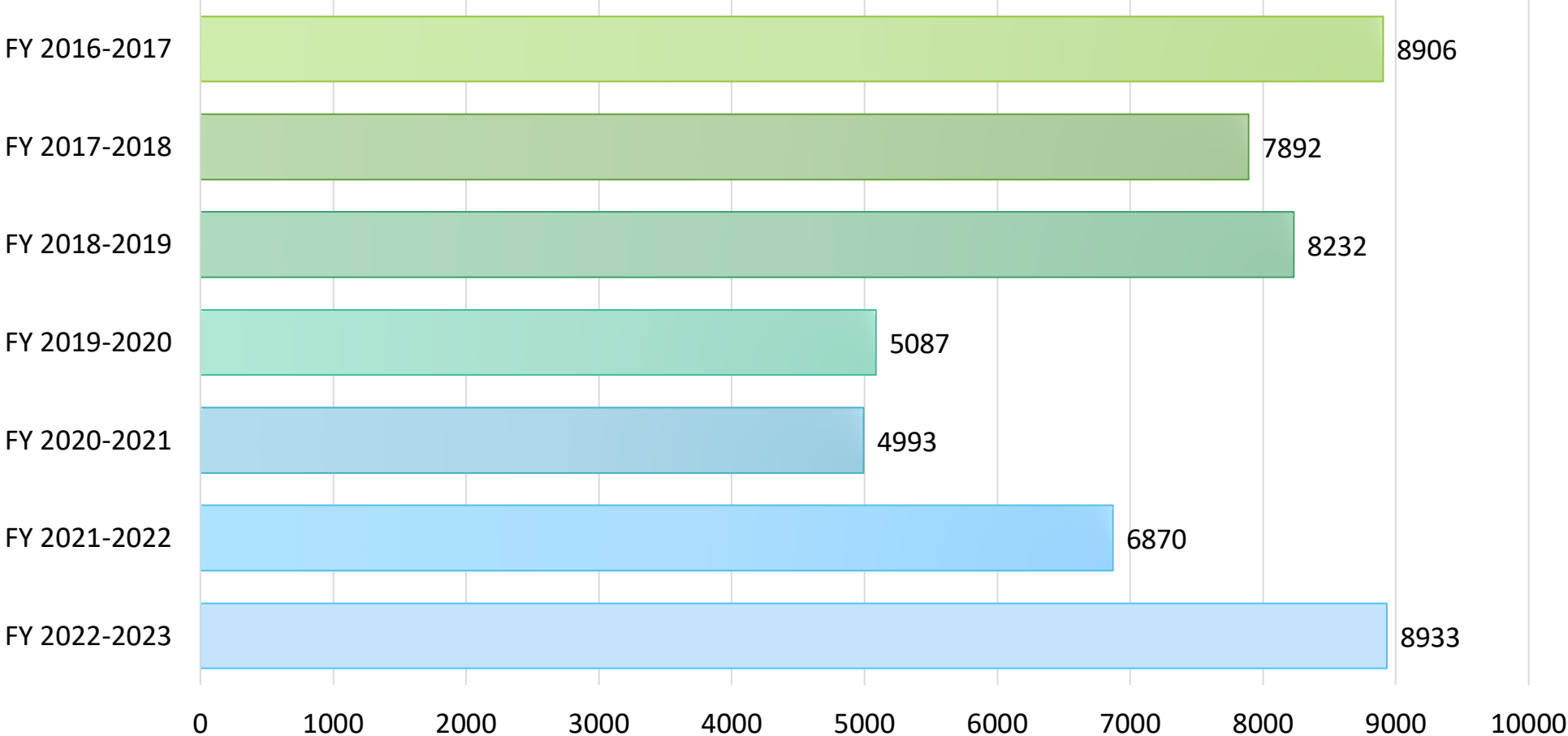
Hold Ratios



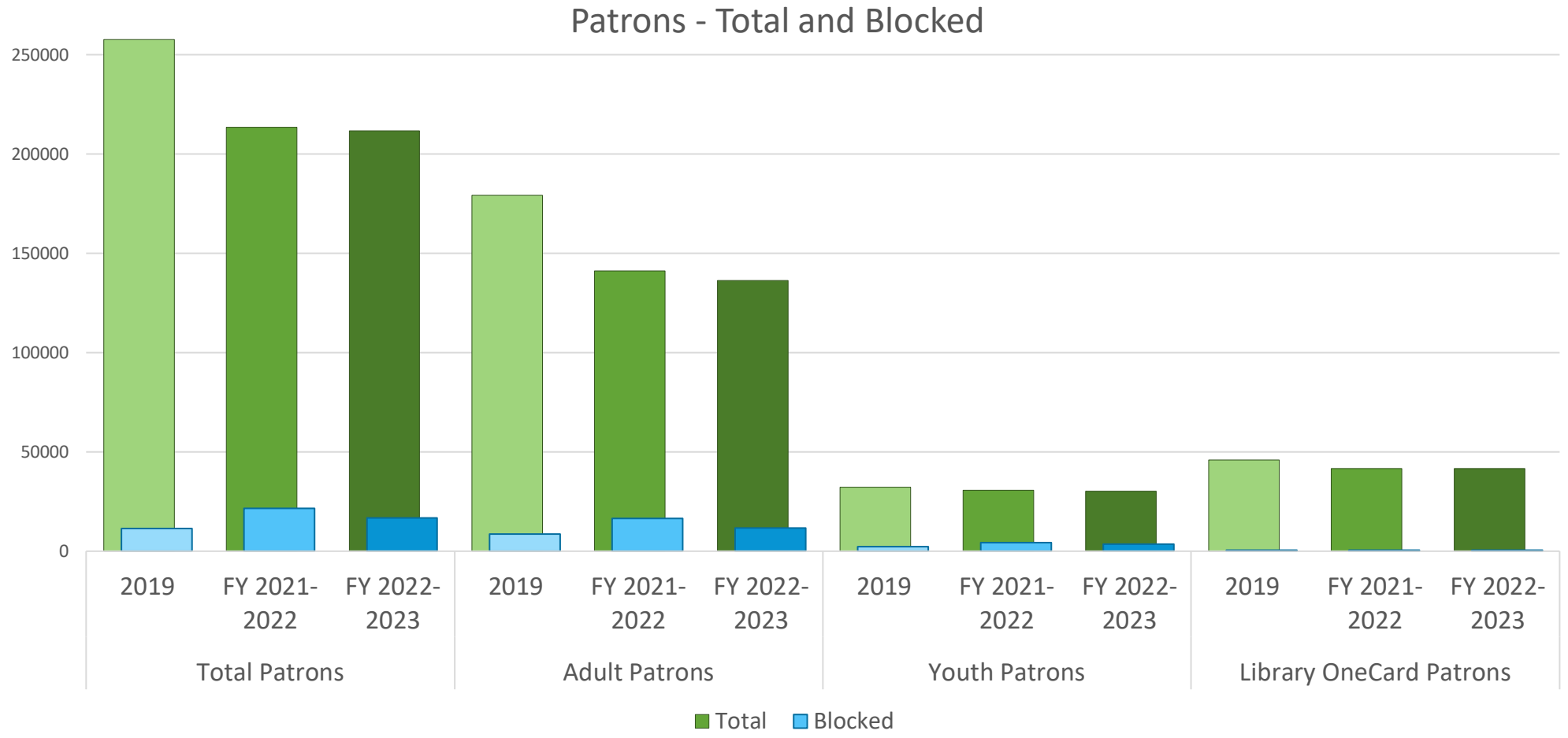
We do not have full years of data for FY 2020-2021 or FY 2023-2024.

- FY 2020-2021: 3.69
- FY 2023-2024: 1.09

New Library Patron Registrations by Fiscal Year



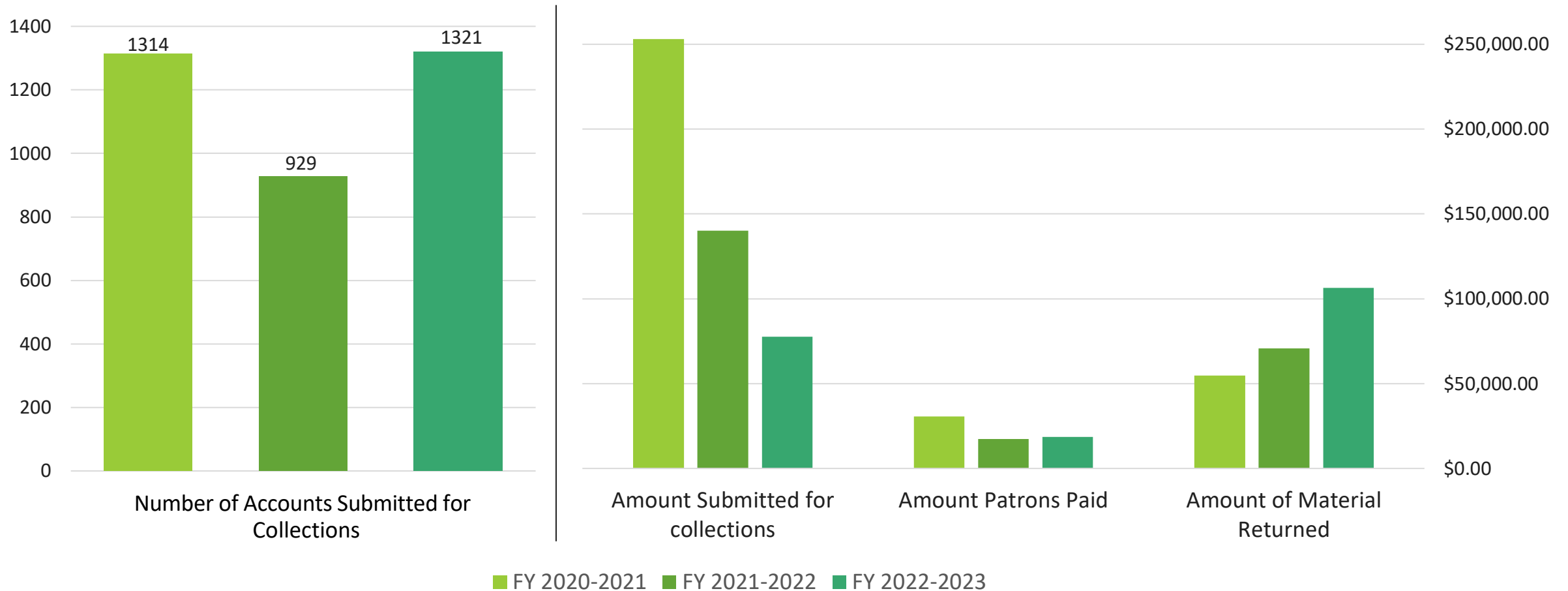
Patrons Blocked from Checkout



	After Eliminating Fines on Youth Items in 2019	FY 2021-2022	FY 2022-2023
% Total Blocked Patrons	4.46%	10.19%	8.01%
% Blocked Adult Patrons	4.80%	11.79%	8.60%
% Blocked Youth Patrons	7.39%	14.70%	12.17%
% Blocked Library OneCard Patrons	1.13%	1.43%	1.58%

➤ April 1, 2022 - 61536 inactive user records were removed

Collections Statistics from Unique Management Services



➤ The number of accounts submitted in FY 2022-2023 was on par with FY 2020-2021 but the total amount of those accounts was far lower, and the value of items returned was much higher.

Lost and Returned Items

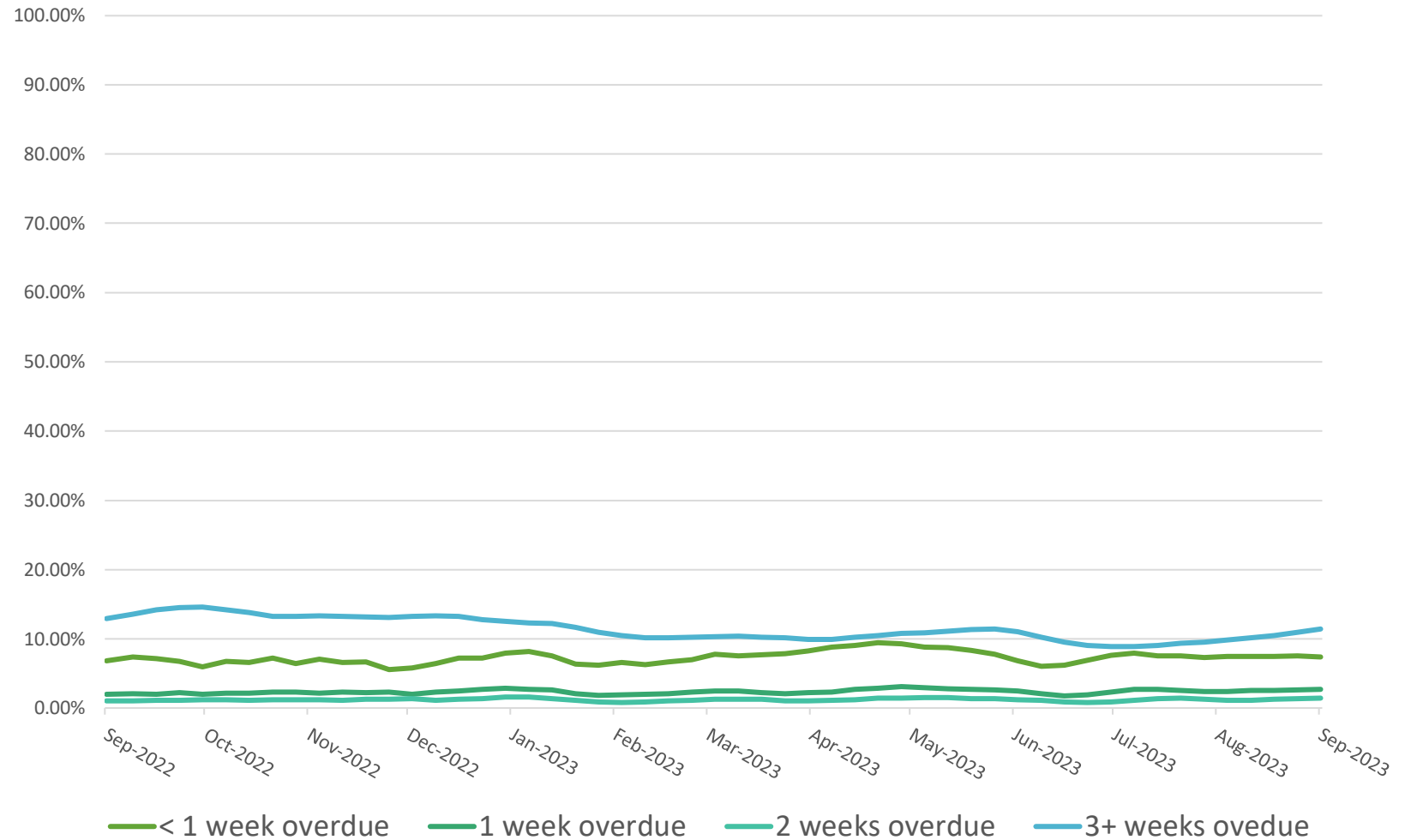
	FY 2017-2018	FY 2018-2019	FY 2019-2020	FY 2020-2021	FY 2021-2022	FY 2022-2023
% Returned in FY	49.22%	57.65%	64.76%	74.88%	70.49%	74.90%
% Returned after 1 year	9.29%	10.19%	13.24%	8.17%	9.60%	6.17%
% Returned after 2 years	0.91%	0.91%	1.01%	0.78%	0.14%	
% Returned after 3 years	0.49%	0.77%	0.58%	0.07%		
% Returned after 4 years	0.29%	0.47%	0.13%			
% Returned after 5 years	0.25%	0.03%				
% Returned after 6 years	0.06%					
% Returned to date	60.50%	70.02%	79.71%	83.90%	80.23%	81.07%

*FY 23-24 through
October

Percent of Items Overdue

- On average, only 16% of items checked out are 1 week or more overdue.
- Less than 13% of items checked out are over 3 weeks overdue. Items are set to Lost by the ILS at 3 weeks overdue.
- There was not a significant change in the percent of items overdue. The percent of items overdue at the end of FY 2022-2023 was only 0.04% less than the end FY 2021-2022.

Percent of Checked Out Items Overdue



Conclusion

- In FY 22-23, Placement of Holds increased by 3.05%; Fulfillment of Holds increased by 5.73%
- There has been an improvement in hold fulfillment time since we went fine free. In FY 22-23, 76% of holds were filled the same week. Less than 17% of holds took more than 4 weeks to fill.
- The number of accounts submitted for collection services in FY 2022-2023 was on par with FY 2020-2021, but the total amount of those accounts was far lower, and the value of items returned was much higher.
- The percentage of returned items was higher in 2022-2023 than any of the previous 5 years, indicating that being fine free most likely encouraged patrons to return materials even if late, without worry of fines.
- There was not a significant change in the percent of items overdue. The percent of items overdue at the end of FY 2022-2023 was 0.04% less than the end FY 2021-2022.
- Fewer daily, negative interactions with patrons regarding overdue fines.
- We will add a new, earlier communication to patrons who have items marked as lost to improve quicker returns.

LINCOLN CITY LIBRARIES

FACILITIES PLANNING + CONDITION ASSESSMENT

NOVEMBER 21, 2023

LIBRARY BOARD – REPORT SUMMARY



BVH ARCHITECTURE

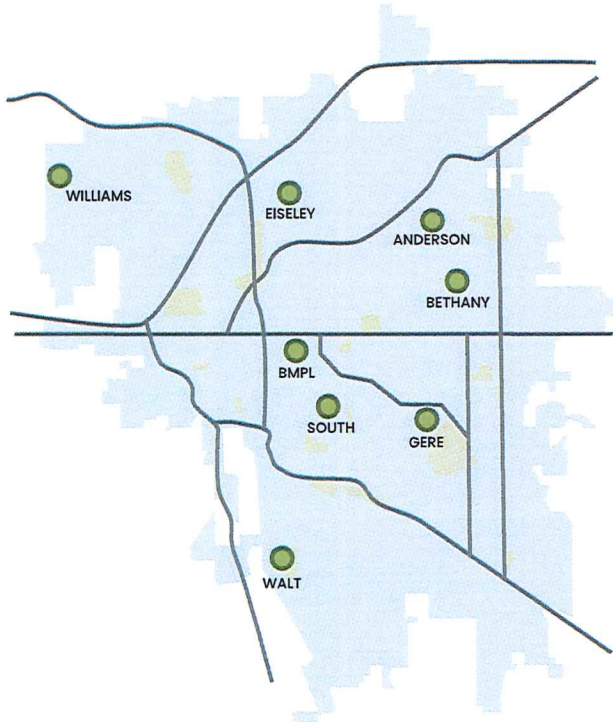
MSRDesign

Engagement Summary

One Lincoln - a common experience

Neighborhood - each branch is unique

All Together - all branches working together



5
Full-day sessions
(across all 7 branches)

250+
Participants

40+
Hours of In-Person
Discussion

5
Open, Public
Sessions

567
Survey Responses

25+
Local Organizations
Engaged

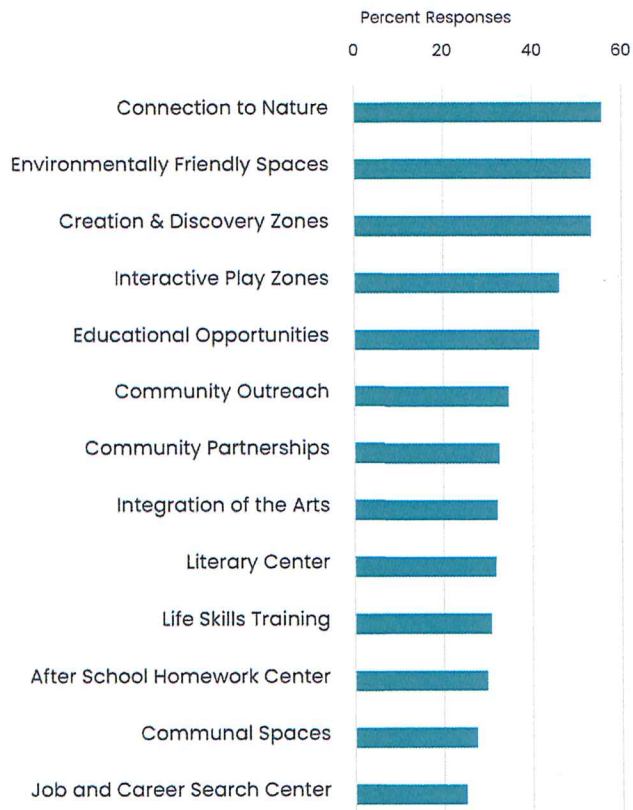
250+
Heat Mapping
Contributions



Current and past engagement events at LCL locations

Qualitative | Quantitative Analysis

What concepts and services are appealing?



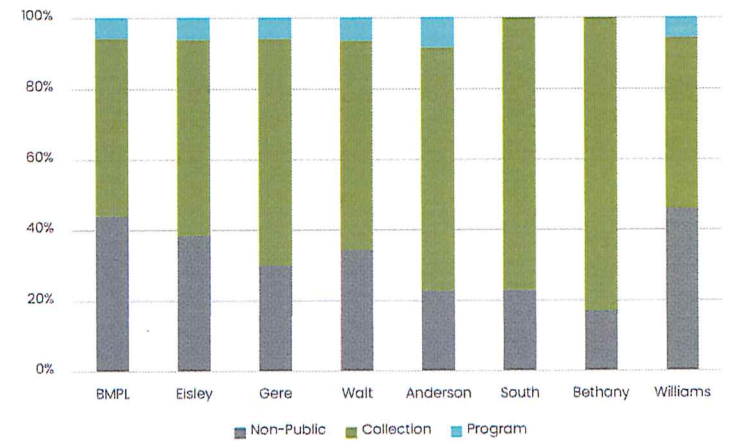
7
branches studied

6
outreach strategies

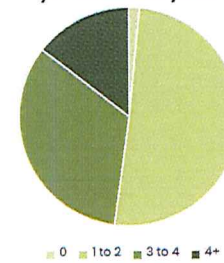
20+
data sets considered

250+
individuals providing input

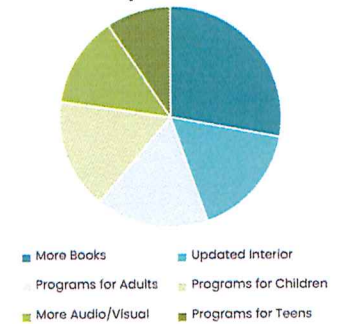
Library Square Footage Allocation



How many branches have you visited this year?

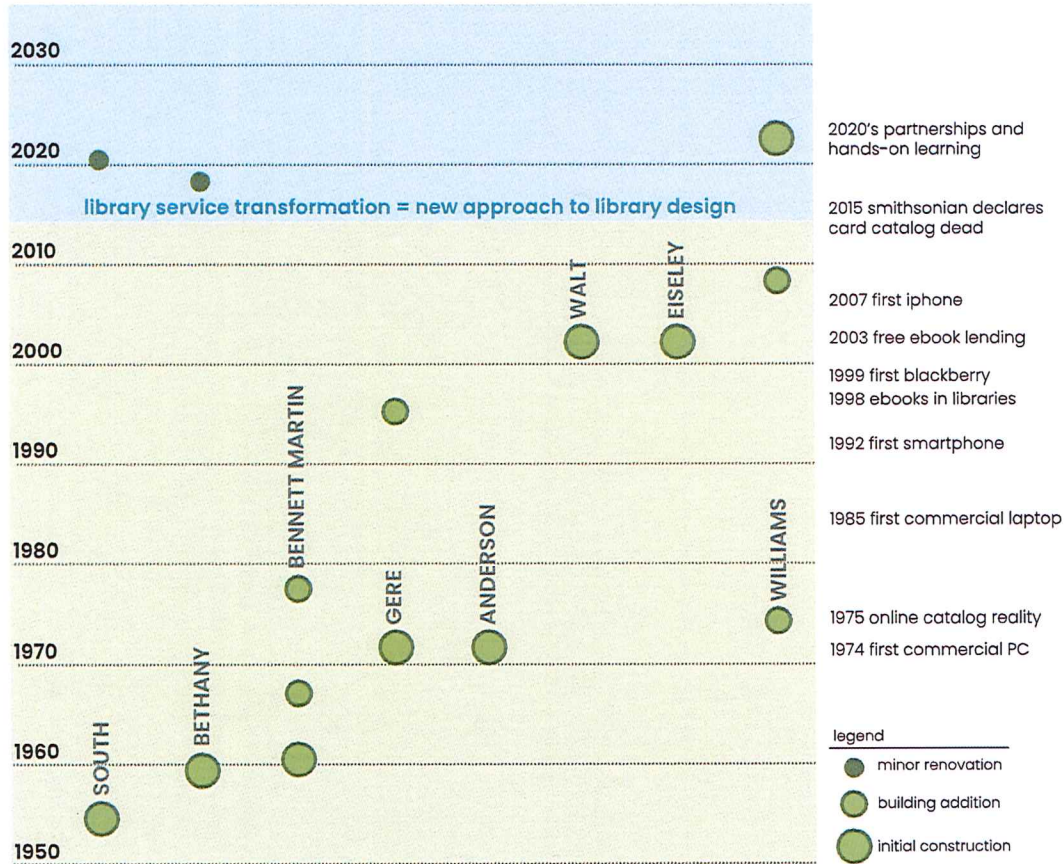


What improvements would you like?



System Condition

Lincoln City Libraries: A System Overdue for Investment



Population + Library Area Distribution

facilities are severely outdated and lacking in space capacity to serve as modern libraries

North Lincoln

36%
Lincoln's
Population

33%
Library Square
Footage

Central Lincoln

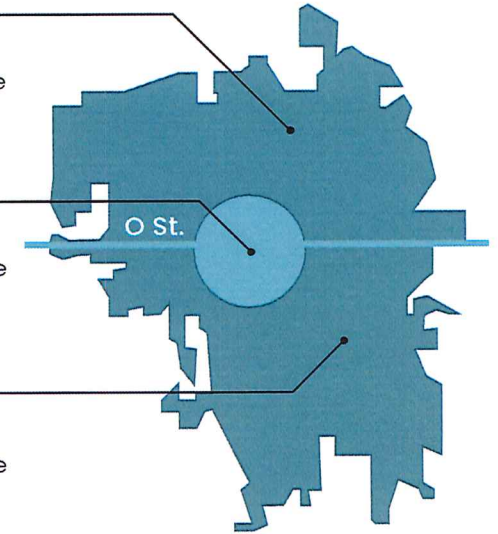
25%
Lincoln's
Population

20%
Library Square
Footage

South Lincoln

39%
Lincoln's
Population

46%
Library Square
Footage

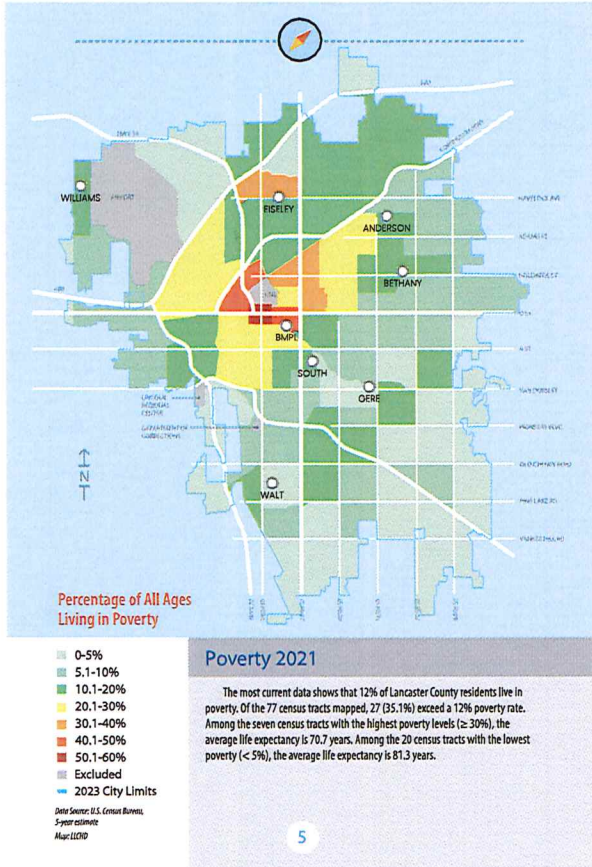


Overall Square Feet Per Capita

LCL Median: 0.43

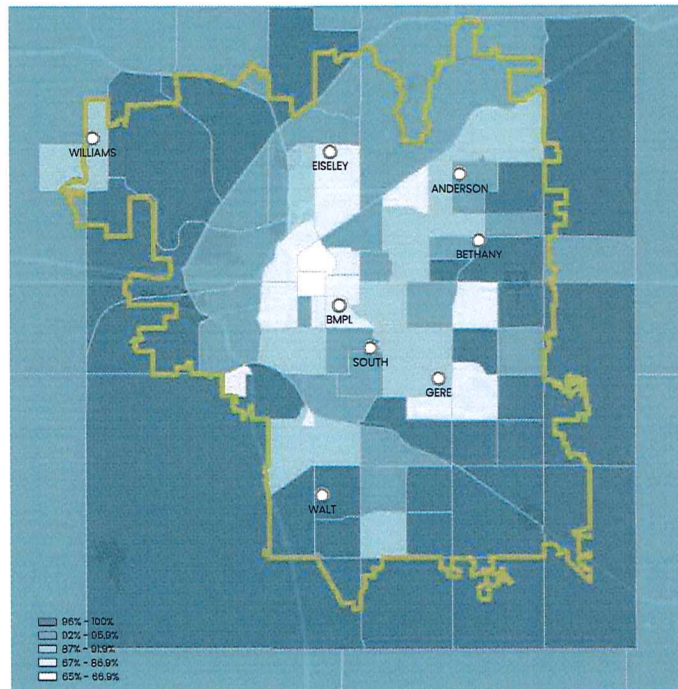
Ideal Range: 0.5 - 0.75

Underserved and Equity

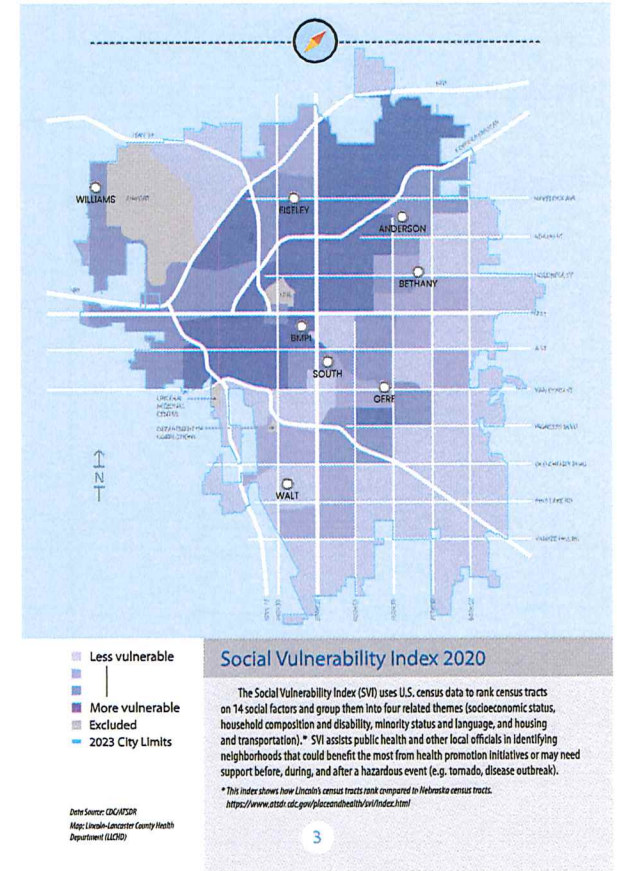


Graphic Source: Place Matters 5.0 report 2023, Community Health Endowment of Lincoln

central Lincoln has the most diverse needs and its facilities are the most behind



Households with Computer Access



Graphic Source: Place Matters 5.0 report 2023, Community Health Endowment of Lincoln

Preliminary Approach | System

each region of the Lincoln face challenges in service due to lack of investment - Central Lincoln faces the most challenges

1

assign target capital investment commitment for operations and facilities in North, Central, and South Lincoln

2

priority one is Central Lincoln, priority two is North Lincoln, priority three is South Lincoln

3

North and South priority recommendations ideally occur simultaneously or shortly after Central Lincoln

4

determine proper location of administrative space, collection, and special collections as part of priority one

5

remain diligent and build upon success to finish medium and long term recommendations

Preliminary Findings | North Lincoln

Short Term Options

- Major renovation and addition to Eiseley
- Renovation and addition to Anderson

Medium Term Focus

- Moderate renovations to Bethany and Anderson

Long Term Goals

- Substantial expansion of Williams branch

major renovation + addition

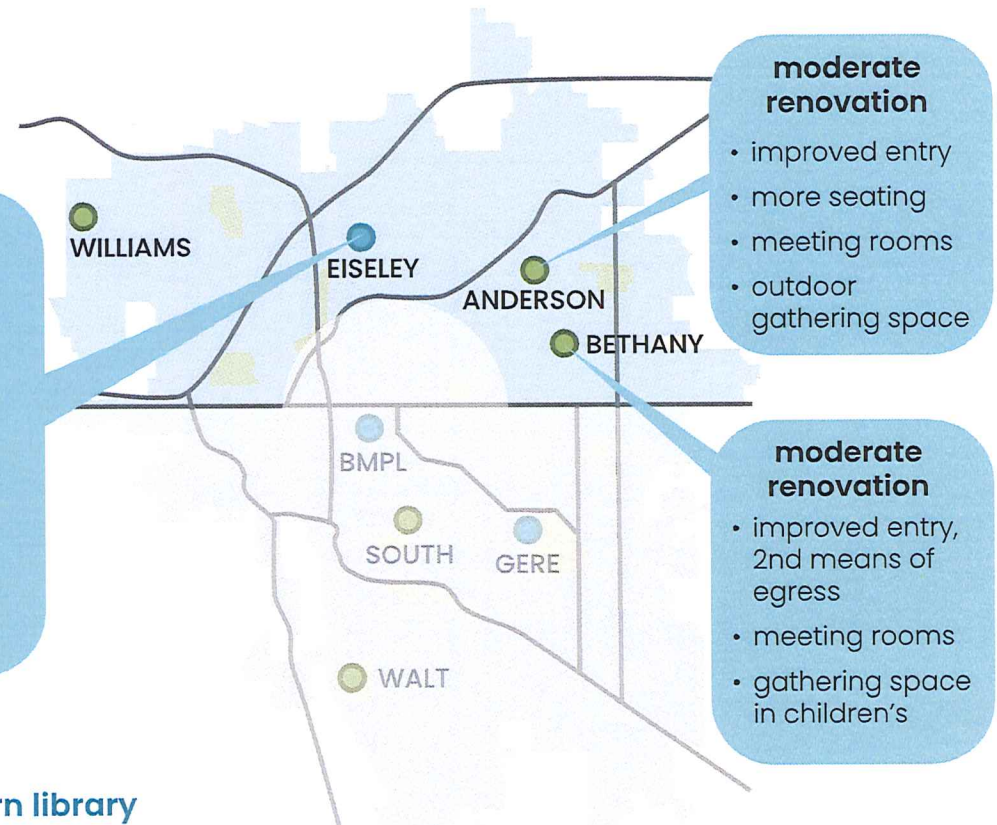
- hands-on learning spaces and access to technology
- workforce development and small business support
- teaching kitchen and garden
- outdoor space

moderate renovation

- improved entry
- more seating
- meeting rooms
- outdoor gathering space

moderate renovation

- improved entry, 2nd means of egress
- meeting rooms
- gathering space in children's



Eiseley poses substantial challenges for adaption to modern library services. Cost / value should be considered in the next phase considering a major renovation and addition to Anderson instead.

Preliminary Findings | Central Lincoln

Short Term Options

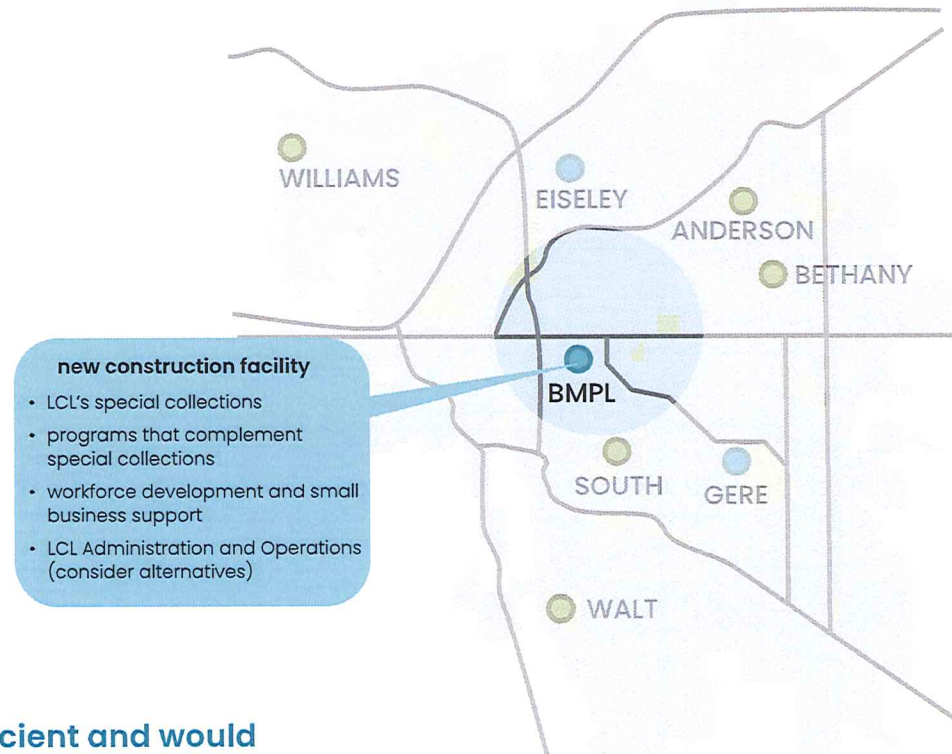
- Provide a replacement for Bennett Martin Public Library

Medium Term Focus

- revisit collection as new facility changes circulation dynamics

Long Term Goals

- promote upkeep and attention to new facility so it can serve as a decades-long solution



BMPL's existing structure is substantially inefficient and would require partial demolition along with upgrades to everything except the superstructure.

Preliminary Findings | South Lincoln

Short Term Options

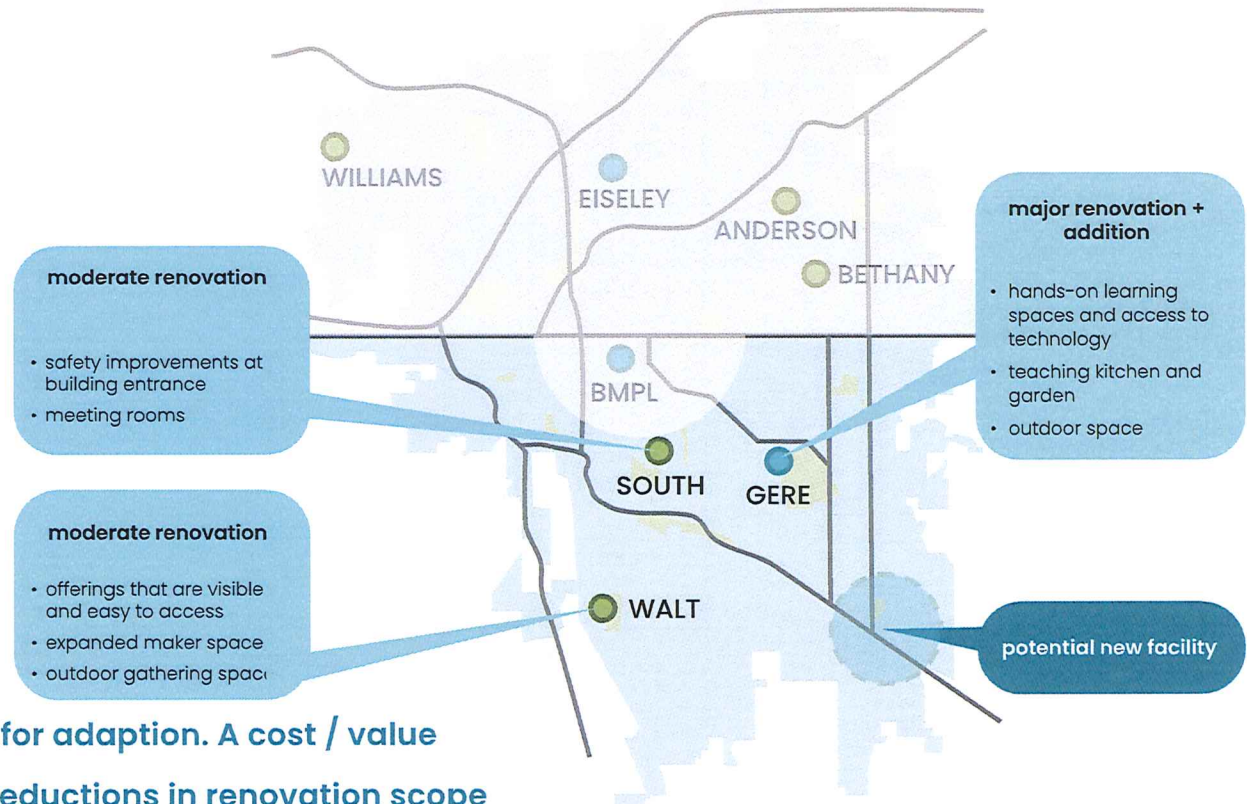
- Major renovation and addition to Gere Branch
- Moderate renovations of Walt and Gere

Medium Term Focus

- Major renovation of Walt

Long Term Goals

- New branch in the southeast to expand service potential



Gere and Walt pose substantial challenges for adaption. A cost / value analysis should be part of the next phase. Reductions in renovation scope for Gere and Walt while prioritizing a new branch may be warranted

Memo to the Library Board

December 2023

Please note: this month's Board meeting is at **Bennett Martin Public Library**, December 19, at 8AM.

FISCAL YEAR 2023-2024 BUDGET: The actual percent of budget expended year to date is 28.32%, compared to the budgeted 25.00%. Annual adjusted expenditures to date is 25.18%.

STANDING COMMITTEE REPORTS

Committee on Administration

The Committee did not meet but did electronically review the proposed Request for Reconsideration Policy that is before the Board at the December Board Meeting.

Committee on Finance

**Approval of Monthly Recap of Expenditures—Action Item*

Reports are attached. Jackie Ostrowicki of the Finance Committee will bring forward a motion to approve.

Committee on Buildings and Grounds

**Awarding of a Contract Renewal for janitorial services with BMI Janitorial Group not to exceed \$129,500. Action Item*

LCL has been satisfied with services provided by BMI, and desires to continue with a 2nd year renewal. The budgeted amount of \$129,500 reflects a slight increase over the current FY.

SPECIAL COMMITTEE REPORTS

Foundation Executive Director Report: Gail McNair

One Book One Lincoln: 2023 Final Report summary presented by Jen Jackson and Cait Lombardo.

NEW BUSINESS

**Approval of a contract with BVH Architecture for Phase 1.1 architectural services not to exceed \$389,200 – Action Item*

The library is continuing Professional Services work with BVH Architecture for a “Phase 1.1” Facilities 10-15 year master plan to outline short and long-term improvements, enhancements for operations and service, and potential new branch concepts. The process will establish a prioritized plan with associated costs for library service at branch locations in North, Central, and South Lincoln.

This work with BVH initially began in 2021—was paused—and then resumed in July 2023 with a Phase 1 contract for community engagement and investigative/analysis focus. The library reappropriated

\$200,000 from current year funding to cover the anticipated \$184,000 expenditure for Phase 1 with BVH. The library is now seeking to reappropriate \$389,240 of prior year funds for the anticipated Phase 1.1 costs. We need board approval for the contract and approval by the Finance Director and the Mayor for reappropriating prior years' funds, which is expected.

Final Deliverables include:

- Facilities Master Plan
- Collections assessment per branch
- Concept level floor plans and site plans for existing or new branches
- Cost estimates relative to each branch, existing or proposed-- via deferred maintenance, renovations, or new builds
- Continued stakeholder engagement
- Findings and Recommendations Executive Summary Report

*Approval of Lincoln City Libraries and Foundation for LCL Annual Contract – Action Item

This a required annual renewal, and there are no changes except for dates.

*Approval of Lincoln City Libraries and Foundation for LCL Annual Lease Agreement – Action Item

This a required annual renewal, and there are no changes except for dates.

*Approval of Lincoln City Libraries and Foundation for LCL Book Sale Agreement – Action Item

This a required annual renewal, and there are no changes except for dates.

*Approval of Board Meeting Dates for 2024 – Action Item

Required annually.

*Approval of a Request for Reconsideration Policy – Action Item

The proposed Request for Reconsideration policy was drafted and reviewed by an LCL management workgroup and is a straight-forward policy with language that puts into place what has already been the practice for a while. It's important to have this process known and available as a policy for purposes of transparency and good communication for benefit of the public, library staff, and the Board. We have also added some reasonable limits on R for R's and adjustments to response times. It went through legal review in November, by our Management Team at their meeting in November, and also been reviewed by the Board's Committee on Administration.

In preparing this new policy, members of the workgroup utilized the **One Lincoln Equity Analysis tool** as a way to consider any barriers the policy may create, or if it caused exclusion of groups, etc. You'll see our notes from the review of it in the attachment. As an organization, we will begin using the Equity Analysis tool as an exercise for those same considerations when we create new policy, new services, or make significant changes to public service.

PRESIDENT'S REPORT

ASSISTANT DIRECTOR'S REPORT

Traci Glass will provides an update on operational projects and activities.

DIRECTOR'S REPORT

I'll speak to items from the written director's report including updates on Strategic Planning and the Annual Report.

Contracts Filed:

<u>Business Name</u>	<u>Description</u>	<u>Date Received</u>
Cherlyn Bieber	To provide a "Yoga Breathing" class at Anderson Branch Library on 12/13/23 at no cost.	11/21/2023
Lincoln City Libraries	Providing a program titled, "The Sounds that Sounds Make: Music of Patrick Hargon" featuring modern technology for guitarists, as performed on his album, "Thenland" at Polley Music Library within Bennett Martin Public Library, on Sunday, December 2, 2023 from 2:00 to 3:00 p.m., at a cost not to exceed \$200.00.	11/15/2023



LINCOLN CITY LIBRARIES

136 S. 14th Street
Lincoln, NE 68508-1899

MEMORANDUM

TO: Library Board

FROM: Paul E. Jones, Business Office

RECAP OF EXPENDITURES - NOVEMBER 2023

Library Operational Budget - FY 2023-24	\$ 1,166,505.37	
Library Enc/Reapp - From FY 2022-23	49,141.75	
Heritage Room Fund - FY 2023-24	3,493.28	
Polley Music Library - FY 2023-24	12,929.61	
	<hr/>	
Total Operational Expenditures		\$ 1,232,070.01
Grants	\$ 3,470.43	
Hompes Fund	-	
Keno	8,686.22	
Miscellaneous Library Donations Funds	10,826.82	
Capital Improvements	-	
	<hr/>	
Total Expenditures - Other Funds		22,983.47
		<hr/>
TOTAL EXPENDITURES		\$ 1,255,053.48
		<hr/>

Library Director's Report for November 2023

The Library's Staff Association hosted a warm gathering for staff at the annual Holiday Breakfast at Anderson Branch on Friday, December 8. Good food and connecting with each other made for a festive morning. Thanks to all who made it happen again!

The library's catalog and account App: "LibraryLnk" has ceased functioning due to the severance of service between those companies who support it: SirsiDynix and Solus. Sirsi is our partner for ILS services (catalog and patron databases) and Solus was the company who held proprietary rights for the app. Solus and Sirsi ended their relationship abruptly, which affected not only LCL and our patrons but many libraries across the country—leaving everyone scrambling. The good news is that our patrons can simply use our website catalog (create an "app" for it on the home screen of their phone or tablet) in nearly identical fashion. Searching and reserving items and checking account status works wonderfully with this method. We are releasing a media statement immediately to update patrons and point them to instructions on how to create the app for the website catalog on their device. Sirsi is also releasing a new app that we have available later this spring.

Future Libraries update: The library is ready to move to Phase 1.1 with BVH Architecture for continue planning development—moving forward with identifying the best solutions for improvements in the North, South, and Central Lincoln via a 10-15 year master plan and arriving at estimated costs. Conceptual drawings will be produced during this phase, which will run through approximately May 2023, and a contract to move forward is in process. I'll seek approval from the Board at the December meeting for this work.

Strategic Planning Update: Parlay Consulting met with two public groups this past week at "Community Conversations," and also facilitated 3 staff focus groups at different branches. During our biweekly check-in meeting, Parlay related that the public and staff participation was excellent with a lot of good interaction and feedback. The online survey in late November produced over 1,000 completed surveys. There will be a 4-5 week period now where Parlay will review and produce a report on the data and input, and then bring that for the all-day strategic plan workshop slated for February, when the plan is developed. That workgroup will consist of a mixture of staff, board members, and community.

Badges and Books, a collaborative program with the Lincoln Police Department, brought in Officer Jason Hellmuth as a special storyteller at Walt, Anderson, and Eiseley Branches during the first weekend in November. Officer Hellmuth described his work as a police officer and gave a show and tell with all the equipment on his uniform. Each child who attended the program went home with a free book. A reporter from Channel 8 filmed during the program at Walt and it appeared on the 10pm news.

The NLHA Spelling Bee in early November was once again a great fundraising event that brought attention to their support for the Heritage Room. We're grateful for the Foundation and NLHA, and all who made the evening a fun event.

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

- From Lisa O. at Eiseley: “One afternoon, I noticed a patron walking around the display area, carrying a stack of about 8 books. I asked her if she’d like a basket or a cart and she said she thought she was just about done, and then added another title to her stack. She told me that she had lived in this neighborhood before she and her husband retired, and she still comes back to Eiseley about once a month to get her “reading fix”. She said she has always enjoyed our displays and the staff is always so helpful. I thanked her and she made her way to the circ desk to check out. Nice to have repeat customers like this!
- Also, at Eiseley: “A man who had earlier been using the ELL room with another person, stepped up to the circ desk and said, “I want to introduce you to Maria.” He gestured to a young woman who was standing to his side. “Tomorrow, around this time, she will be one of our newest citizens after she passes her test!” Staff at the circ desk clapped and congratulated her. Both patrons left the library smiling.
- A patron with The Bridge came to the Walt desk to figure out how to get a card. During his registration process he mentioned that technology can be overwhelming for him, especially as he had been institutionalized for the last 20 years or so. He was very happy to be back in the library but wanted some assistance in finding an item to read. Staff explored the catalog with him and assured him that we are always happy to help him find materials. A title by his favorite author was on the shelf and he was jazzed to find a book that was “new.”
- Caralyn K. [BMPL] shared: “A patron was looking at movies and had me help him place holds on some series that aren't here at BMPL. He was very appreciative of the service, explained he travels by bus so it's difficult for him to get to other branches, and our bringing things to BMPL really helps a lot.”

Programming

- There were 4 weekends for Polley radio programs, which featured “Sound Actions,” a book about new kinds of musical interfaces, “Dissonant Landscapes,” a book about the relationship between music and nature among the artists of Iceland, “Re-Sisters,” a book that intertwines the lives and careers of Cosey Fanni Tutti, Delia Derbyshire, and Margery Kempe, and the 25-year anniversary edition of Brian Eno’s 1995 diary.
- Walt's first Puzzle Fest was held in the library proper. A huge selection of puzzles of varying difficulties were available to choose from on the front of the grey tier display in the front. Places were reserved in the front, the back, and the youth area of the library. Naturally the youth tables saw the most puzzle activity. Over the course of the two days, 41 people participated in this fun past time. Plans are being made for future puzzle fests.
- NLHA’s Lunch at the Library was on November 1st, with 41 attendees. Matt Steinhausen was the visiting author and he spoke of his recent book *The Least Interesting Place*.

- Memory Café at Walt is going to take a hiatus during the winter quarter to reorganize promotional activity and programming. Circle of Friends will fill in the time slot each week, increasing to 4-5 sessions per month. Participation in Circle of Friends has soared to over 40 people plus a dog several of the last few sessions. A morning time slot will be investigated for the Memory Café participants, as that is better for people who have dementia. A goal is to reach more people who are still living at home.

Outreach

- On November 7, Susan S. [Eiseley] wrapped up Teentober booktalks at Leffler Middle School. At the conclusion of her final visit, Susan book talked LCL resources to 1,436 middle school students across Lincoln.

Collaboration

- On 11/6/2023, two representatives from Lincoln Public Schools visited Anderson Branch Library. They were creating a promotional video about the Library OneCard. NESU employees Karrie S., Matt N., Lisa V., Kolette S., and Stephanie E. were each taped highlighting a different part of the collection.
- Scott C. [BMPL] created a new booklist to accompany the premiere of "Finding Nemo JR." at the Lincoln Community Playhouse, and our contact with this creative partner thanked us very much for this cross-promotional resource, saying they love partnering with the libraries!

Community Engagement

- On Saturday, 11/4/2023, Anderson Branch Library hosted the final pop-up book sale of the year. The Foundation for Lincoln City Libraries [FLCL] organized and facilitated each of the sales. Traffic at Anderson Branch Library during the sale was significantly higher than usual, with 337 people visiting the library that day (127 of which visited during the first hour the library was open). During the rest of the month, Anderson Branch Library averaged 195 visitors/day. In addition to boosting traffic at the library, the Pop-Up Sale also gave a boost to the Anderson Branch Book Nook donations for the month.
- Courtney S., Harris L., Catherine S. and Selena S. [Eiseley] are working on special programming for Williams to promote the library to the community in January. Currently, we have scheduled afterschool check-out for Park & Rec students each Wednesday and preschool storytime each Thursday. After the special programming in January, we plan to add more program options for Air Park residents.

Early Childhood

- Ali B. [BMPL] has spent a lot of time this month working to create a more user-friendly and engaging youth space at Bennett Martin. Ali said, "I've shifted/pulled out several collections for better browsing. I've also moved around the layout of the picture book room, to create a space that is focused on play and books!" The picture book room feels refreshed!

Facilities

- Walt Branch had a security audit with Officer Hellmuth in August. One of the things he suggested for staff to do was develop interior walking routes to assess situations on a regular basis in the absence of the recommended five additional cameras. At the beginning of the month, a group of staff gathered before opening to walk through the three main services areas of the building (checkout, adult, and youth) and discuss what needed to be checked every hour, what to look for, etc. A tracking form has been created for

each service area where staff note the time, their initials and any observations or problems. Almost immediately this form was moved online with columns added for “action by staff” and “action by manager.”

Technology

- Anthony V. [BMPL] stated that he has assisted an increased number of patrons with scanning. He said people are very appreciative of the help and Anthony enjoys being able to make a positive difference here at the library.

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

All Students

- A high school student came to the Walt front desk asking about resources for a biography report on Harry Connick Jr. She mentioned that she couldn't find much aside from music. Meagan M. mentioned that we had digital resources which might have more information and pulled up the Biography Reference Bank Center and found a wealth of interviews and articles on Connick Jr. The student especially appreciated that it is a reliable source that she can access from home using her library card.

Building up the Culture of Lincoln

Collections

- Cindy K. [BMPL] said, “I spotted a regular patron looking perplexed by the new book displays. I asked if there was something I could help her with. She said that she had been wanting to find some other books that were similar to the writing of Gladys Taber. I sat down at the desk and found a list of countries and traditional novelists through the Novelist database. I brought her a list of items that we had at Bennett Martin by those authors. She was thrilled. She said “I've been wanting to do this. This is just like Christmas.” I then showed her how easy it was to find Novelist at the PAC computer and how to locate book and author readalikes. She was excited to try it out for herself.”
- We've been struggling at Walt with patrons hiding books behind cubbies in the board book room. Lisa W. created a bell “alarm” system which makes a noise if someone drops a book behind the cubbies trying to hide it.

Employment

- Caralyn K. [BMPL] relayed this interaction, “A patron came to the desk to say he was wanting a book about balancing part-time work with going to school part-time. We found several books about work life balance but not so many that explain how to go to school and work at the same time. He didn't know what kind of work he wanted, and he didn't know what school he would be going to or what he'd study. After pulling several books, I asked if he'd be interested in going across the street to the Job Center. I explained how they have “navigators” there help people find good jobs, and I think they would have some practical resources for him. I had earlier gone to the training at Gere branch where the speaker informed us of how many different agencies they work with, and her enthusiasm for helping people find good jobs and finding ways to make things work, gave me confidence that they would be able to help our patron receive the services that would help him.”

Reading

- Maddie O. [Eiseley] shared “we had four new members attend November’s Once Upon a Crime, thanks to the Facebook Event on our Lincoln City Libraries page! It has been a while since our group has gotten attention, so I am thankful for the upswing in publicity with the Facebook event and the shout-out in the news!

Refugees and Immigrants Services

- Kim J. [BMPL] said, “A Lincoln High School teacher brought her English as a Second Language Class to Bennett Martin to show her students, most of whom are Arabic speakers, all of the resources we have available for them to use in their own language. The students were thrilled to find books that they could check out in Arabic and Kurdish, especially in our New Non-Fiction section on first floor. I showed a couple of students how to use the self-check machine using their Library OneCard accounts. They were happy to be able to check out books to take with them.”

Ryan Wieber, Library Director

December 15, 2023

**November 2023 Use Compared to November 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	10,468	10,393	0.72%	2,514	2,461	2.15%	12,982	12,854	1.00%
Anderson	9,015	8,938	0.86%	2,320	1,976	17.41%	11,335	10,914	3.86%
Bethany	6,390	6,825	-6.37%	880	1,196	-26.42%	7,270	8,021	-9.36%
Eiseley	19,292	20,671	-6.67%	2,845	2,789	2.01%	22,137	23,460	-5.64%
Gere	48,575	51,795	-6.22%	6,736	7,902	-14.76%	55,311	59,697	-7.35%
South	8,241	7,844	5.06%	1,103	1,309	-15.74%	9,344	9,153	2.09%
Walt	34,167	33,056	3.36%	4,621	4,576	0.98%	38,788	37,632	3.07%
Williams	796	628	26.75%	182	202	-9.90%	978	830	17.83%
Lied Bookmobile	1,417	1,463	-3.14%	92	177	-48.02%	1,509	1,640	-7.99%
InterLibrary Loan	176	119	47.90%	0	0	0.00%	176	119	47.90%
Subtotal Checkouts	138,537	141,732	-2.25%	21,293	22,588	-5.73%	159,830	164,320	-2.73%
Download/Stream Audio	0	0	0.00%	40,059	33,554	19.39%	40,059	33,554	19.39%
Download/Stream eBook	0	0	0.00%	29,863	26,419	13.04%	29,863	26,419	13.04%
Stream Video	0	0	0.00%	975	1,074	-9.22%	975	1,074	-9.22%
TOTAL CHECKOUTS	138,537	141,732	-2.25%	92,190	83,635	10.23%	230,727	225,367	2.38%

Location	Youth Checkouts		Youth Loan	Adult Checkouts		Adult Loan	Visits	Visits	Visits
	2023	2022	Change	2023	2022	Change	2023	2022	Change
BMPL	4,398	4,961	-11.35%	8,584	7,893	8.75%	9,871	9,910	-0.39%
Anderson	5,565	5,360	3.82%	5,770	5,554	3.89%	5,206	5,027	3.56%
Bethany	4,310	4,870	-11.50%	2,960	3,151	-6.06%	2,608	2,730	-4.47%
Eiseley	14,823	15,928	-6.94%	7,314	7,532	-2.89%	8,088	8,501	-4.86%
Gere	31,913	34,629	-7.84%	23,398	25,068	-6.66%	16,609	16,976	-2.16%
South	5,575	5,333	4.54%	3,769	3,820	-1.34%	3,341	3,140	6.40%
Walt	26,557	25,747	3.15%	12,231	11,885	2.91%	11,206	11,066	1.27%
Williams	718	586	22.53%	260	244	6.56%	830	589	40.92%
Lied Bookmobile	1,102	920	19.78%	407	720	-43.47%	360	405	-11.11%
InterLibrary Loan	0	0	0.00%	176	119	47.90%	0	0	0.00%
Subtotal Checkouts	94,961	98,334	-3.43%	64,869	65,986	-1.69%	58,119	58,344	-0.39%
Download/Stream Audio	5,219	4,518	15.52%	34,840	29,036	19.99%	0	0	0.00%
Download/Stream eBook	5,158	3,862	33.56%	24,705	22,557	9.52%	0	0	0.00%
Stream Video	0	0	0.00%	975	1,074	-9.22%	0	0	0.00%
TOTAL CHECKOUTS	105,338	106,714	-1.29%	125,389	118,653	5.68%	58,119	58,344	-0.39%

Location	Program & Outreach Attendance - Youth		P&O Att - Youth	Program & Outreach Attendance - Adult		P&O Att - Adult	Computer Use		Computer
	2023	2022	Change	2023	2022	Change	2023	2022	Change
BMPL	374	250	49.60%	255	502	-49.20%	2,042	2,265	-9.85%
Anderson	188	375	-49.87%	0	0	0.00%	693	638	8.62%
Bethany	158	199	-20.60%	15	31	-51.61%	179	199	-10.05%
Eiseley	929	1,104	-15.85%	8	7	14.29%	1,088	993	9.57%
Gere	1,203	1,098	9.56%	0	46	-100.00%	1,129	1,188	-4.97%
South	236	249	-5.22%	6	3	100.00%	392	431	-9.05%
Walt	1,055	576	83.16%	123	60	105.00%	905	872	3.78%
Williams	99	16	518.75%	0	0	0.00%	107	52	105.77%
Lied Bookmobile	14	42	-66.67%	38	309	-87.70%	0	0	0.00%
TOTAL	4,256	3,909	8.88%	445	958	-53.55%	6,535	6,638	-1.55%

**Lincoln City Libraries
November 2023 Use Report**

Location	Loans	Visits	Computer Reservations	Program & Outreach Attendance	November 2023	November 2022	CHANGE
					Total Use	Total Use	
Bennett Martin Public Library	12,982	9,871	2,042	629	25,524	25,781	-1.00%
Anderson Branch	11,335	5,206	693	188	17,422	16,954	2.76%
Bethany Branch	7,270	2,608	179	173	10,230	11,180	-8.50%
Eiseley Branch	22,137	8,088	1,088	937	32,250	34,065	-5.33%
Gere Branch	55,311	16,609	1,129	1,203	74,252	79,005	-6.02%
South Branch	9,344	3,341	392	242	13,319	12,976	2.64%
Walt Branch	38,788	11,206	905	1,178	52,077	50,206	3.73%
Williams Branch	978	830	107	99	2,014	1,487	35.44%
Lied Bookmobile	1,509	360	0	52	1,921	2,396	-19.82%
InterLibrary Loan	176	0	0	0	176	119	47.90%
SUBTOTAL	159,830	58,119	6,535	4,701	229,185	234,169	-2.13%
DownloadStream Audio	40,059	0	0	0	40,059	33,554	19.39%
Download/Stream eBooks	29,863	0	0	0	29,863	26,419	13.04%
Stream Video	975	0	0	0	975	1,074	-9.22%
Download SUBTOTAL	70,897	0	0	0	70,897	61,047	16.14%
TOTAL CIRCULATION	230,727	58,119	6,535	4,701	300,082	295,216	1.65%

WiFi Sessions	111,970	96,766	15.71%
WiFi Users	9,337	9,400	-0.67%
Website Users	84,125	56,040	50.12%
Website Sessions	112,508	109,375	2.86%
Database Use	8,243	8,085	1.95%

Holdings Report	PRINT		NON PRINT		Total	REGISTRATIONS	2023	2022	Change
	Adult	Youth	Adult	Youth		Purged			
Owned	355,554	309,635	78,118	32,851	776,158	Purged	604	7,502	-91.95%
Added	2,009	2,754	435	0	5,198	Active			
Withdrawn	-4,140	-2,395	-65	-111	-6,711	Resident	147,210	146,633	0.39%
Current	353,423	309,994	78,488	32,740	774,645	ConnectED	47,279	41,905	12.82%
						County	9,060	9,153	-1.02%
						NonResident	932	944	-1.27%
						Reciprocal	482	474	1.69%
						Limited Use	9,211	8,600	7.10%
						Total Active	214,174	207,709	3.11%

**Lincoln City Libraries
November 2023 Fiscal Year To Date Use Report**

Location	Loans			Visits			Computer Reservations			Program & Outreach Attendance			Total Use		
	FY 23-24 YTD	FY 22-23 YTD	YTD Change	FY 23-24 YTD	FY 22-23 YTD	YTD Change	FY 23-24 YTD	FY 22-23 YTD	YTD Change	FY 23-24 YTD	FY 22-23 YTD	YTD Change	FY 22-23 YTD	FY 21-22 YTD	YTD CHANGE
Bennett Martin Public Library	41,026	39,557	3.71%	31,067	31,316	-0.80%	6,760	7,410	-8.77%	3,236	2,862	13.07%	82,089	81,145	1.16%
Anderson Branch	34,730	33,871	2.54%	16,386	15,105	8.48%	2,302	2,284	0.79%	2,718	3,486	-22.03%	56,136	54,746	2.54%
Bethany Branch	22,471	24,723	-9.11%	8,545	8,978	-4.82%	666	721	-7.63%	644	1,100	-41.45%	32,326	35,522	-9.00%
Eiseley Branch	69,347	70,338	-1.41%	27,216	25,365	7.30%	3,644	3,310	10.09%	3,681	6,851	-46.27%	103,888	105,864	-1.87%
Gere Branch	177,098	185,053	-4.30%	53,863	52,163	3.26%	3,714	3,811	-2.55%	4,743	4,005	18.43%	239,418	245,032	-2.29%
South Branch	28,808	28,078	2.60%	10,751	10,140	6.03%	1,387	1,371	1.17%	870	842	3.33%	41,816	40,431	3.43%
Walt Branch	119,137	117,352	1.52%	36,091	34,826	3.63%	2,986	2,860	4.41%	5,737	2,543	125.60%	163,951	157,581	4.04%
Williams Branch	3,210	2,527	27.03%	3,447	1,879	83.45%	613	158	287.97%	472	58	713.79%	7,742	4,622	67.50%
Lied Bookmobile	4,558	5,441	-16.23%	1,182	1,545	-23.50%	0	0	0.00%	185	1,019	-81.84%	5,925	8,005	-25.98%
InterLibrary Loan	616	533	15.57%	0	0	0.00%	0	0	0.00%	0	0	0.00%	616	533	15.57%
SUBTOTAL	501,001	491,897	1.85%	188,548	153,282	23.01%	22,072	20,668	6.79%	22,286	14,706	51.54%	733,907	733,481	0.06%
DownloadStream Audio	121,525	102,699	18.33%	0	0	0.00%	0	0	0.00%	0	0	0.00%	121,525	102,699	18.33%
Download/Stream eBooks	92,706	79,350	16.83%	0	0	0.00%	0	0	0.00%	0	0	0.00%	92,706	79,350	16.83%
Stream Video	2,480	2,624	-5.49%	0	0	0.00%	0	0	0.00%	0	0	0.00%	2,480	2,624	-5.49%
Download SUBTOTAL	216,711	160,925	34.67%	0	0	0.00%	0	0	0.00%	0	0	0.00%	216,711	184,673	17.35%
TOTAL LOANS	717,712	652,822	9.94%	188,548	153,282	23.01%	22,072	20,668	6.79%	22,286	14,706	51.54%	950,618	918,154	3.54%

	FY 23-24 YTD	FY 22-23 YTD	YTD Change
Online Registrations	0	0	0.00%
Overall Registrations	3156	2815	12.11%

WiFi Sessions	371,762	330,575	12.46%
WiFi Users	30,379	30,329	0.16%
Website Users	266,067	174,833	52.18%
Website Sessions	351,529	347,707	1.10%
Database Use	26,506	36,394	-27.17%

LINCOLN CITY LIBRARIES

Monthly Categorical Report

November 30, 2023

	Budget Amount	Budgeted Year-to-Date	Expended Year-to-Date	Balance	Current Month Expended
Administration-Div. 1					
Personnel	\$ 884,268.00	\$ 221,067.00	\$ 249,578.19	\$ 634,689.81	\$ 97,790.24
Supplies	33,000.00	8,250.00	8,391.08	24,608.92	3,518.95
Services & Charges	93,474.00	23,368.50	53,529.18	39,944.82	1,625.78
Other	-	-	-	-	-
Total	\$ 1,010,742.00	\$ 252,685.50	\$ 311,498.45	\$ 699,243.55	\$ 102,934.97
Percent Expended		25.00%	30.82%		
Buildings & Grounds-Div. 2					
Personnel	\$ 125,474.00	\$ 31,368.50	\$ 32,709.09	\$ 92,764.91	\$ 13,522.12
Supplies	25,000.00	6,250.00	8,218.59	16,781.41	5,171.89
Services & Charges	1,026,920.00	256,730.00	324,698.03	702,221.97	106,139.33
Other	90,900.00	22,725.00	-	90,900.00	-
Total	\$ 1,268,294.00	\$ 317,073.50	\$ 365,625.71	\$ 902,668.29	\$ 124,833.34
Percent Expended		25.00%	28.83%		
Public Service-Div. 3					
Personnel	\$ 5,847,868.00	\$ 1,461,967.00	\$ 1,446,621.46	\$ 4,401,246.54	\$ 594,056.00
Supplies	65,500.00	16,375.00	9,278.83	56,221.17	7,353.78
Services & Charges	46,750.00	11,687.50	11,257.52	35,492.48	4,685.51
Other	-	-	-	-	-
Total	\$ 5,960,118.00	\$ 1,490,029.50	\$ 1,467,157.81	\$ 4,492,960.19	\$ 606,095.29
Percent Expended		25.00%	24.62%		
Support Services-Div. 4					
Personnel	\$ 1,222,052.00	\$ 305,513.00	\$ 332,369.51	\$ 889,682.49	\$ 147,783.60
Supplies	63,500.00	15,875.00	19,689.39	43,810.61	4,863.43
Services & Charges	474,019.00	118,504.75	178,288.08	295,730.92	18,321.24
Other	955,000.00	238,750.00	427,840.63	527,159.37	161,673.50
Total	\$ 2,714,571.00	\$ 678,642.75	\$ 958,187.61	\$ 1,756,383.39	\$ 332,641.77
Percent Expended		25.00%	35.30%		
Total Library Operational					
Personnel	\$ 8,079,662.00	\$ 2,019,915.50	\$ 2,061,278.25	\$ 6,018,383.75	\$ 853,151.96
Supplies	187,000.00	46,750.00	45,577.89	141,422.11	20,908.05
Services & Charges	1,641,163.00	410,290.75	567,772.81	1,073,390.19	130,771.86
Other	1,045,900.00	261,475.00	427,840.63	618,059.37	161,673.50
Total	\$ 10,953,725.00	\$ 2,738,431.25	\$ 3,102,469.58	\$ 7,851,255.42	\$ 1,166,505.37
Percent Expended		25.00%	28.32%		
Other Library Fund Appropriations					
	Amount Appropriated		Expended Year-to-Date	Balance	Current Month Expended
FY 2022-23 Reappropriated	\$ 509,274.20		\$ 92,376.95	\$ 416,897.25	\$ 49,141.75

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

	Beginning Balance	Receipts	Expended	Ending Balance
<u>GRANT FUNDS</u>				
Net Lender Fund	\$ -	\$ 414.75	\$ 22.95	\$ 391.80
NLC NE eReads Grant 2023	47,242.00	-	-	47,242.00
NLC Youth Grant 2023	789.35	-	-	789.35
State Aid 2021	1,399.59	-	1,399.59	-
State Aid 2022	20,171.98	-	2,047.89	18,124.09
State Aid 2023	52,321.00	-	-	52,321.00

DONATED FUNDS

Heritage Room	\$ 126,416.51	\$ 391.72	\$ 3,493.28	\$ 123,314.95
Polley Music Library	208,287.72	135,928.04	12,929.61	331,286.15
Joseph J. Hompes	114,188.59	330.78	-	114,519.37
Misc. Library Donations	620,123.73	16,683.06	10,826.82	625,979.97
Alice Nielsen	81,937.94	248.68	-	82,186.62
Dorothy Holland	117,863.87	357.71	-	118,221.58
Glennis Leapley	62,694.71	190.28	-	62,884.99
Lincoln Cares	24,705.93	450.19	-	25,156.12

APPROPRIATED FUNDS

	Budget	Expended		Balance
		Nov 2023	Exp-to-Date	
Heritage Room FY 2023-24	\$ 41,073.00	\$ 3,493.28	\$ 8,442.13	\$ 32,630.87
Polley Music Library FY 2023-24	99,169.00	12,929.61	30,294.01	68,874.99
Keno FY 2022-23	157,648.00	8,390.07	12,375.07	145,272.93
Keno FY 2023-24	1,010,930.00	296.15	5,153.67	1,005,776.33
Capital Improvement Projects				
FY 2020-21 Williams	945,455.34	-	928,401.64	17,053.70
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 2023-24 Bennett Martin Carpet	75,000.00	-	-	75,000.00



2023 ONE BOOK ONE LINCOLN ADULT COMMUNITY READING PROGRAM FINAL REPORT

Submitted by Caitlin Lombardo and Jen Jackson, One Book One Lincoln Facilitators
Sarah Dale, Administrative Aide

Introduction:

The 2023 One Book – One Lincoln Adult Community Reading Program began when titles nominated from February 28, 2022 through January 31, 2023 were compiled and sent to Support Services for vetting. The Steering Committee met on January 12th to review the 2022 program, recommend changes for the new year, and propose volunteers to fill vacancies in the Selection Committee. Afterwards, the Selection Committee met for two months starting on February 11th and determined the top three titles. Those titles were released to the public on Memorial Day with voting through August 31st. The final winner was announced on Labor Day. Book discussions were offered starting with the top three announcement, programming was offered from Memorial Day through our final event on October 15th and at the time of this report are continuing to be requested into 2024.

There were 125 nominations for 68 different titles received by the January 31st deadline. Support Services staff reviewed the list and forwarded all 68 titles to the Selection Committee. Continued changes in the publishing industry have impacted the availability of certain formats, including audiobooks on CD and large type. Due to these trends, the Steering Committee elected to adjust some of the vetting criteria to allow *either* digital or physical audiobooks and to evaluate large type availability as a positive, but not a requirement.

The Selection Committee of 17 members, headed by Chairman David Smith, began meeting on February 11th. The final voting was conducted during the week of April 12th with the selection of the top three 2023 finalists and a top eleven list. Our staff Programming Committee met for the first time on April 20th and continued to meet throughout May to brainstorm programming and event ideas and connections. Selection committee members volunteered to film spoken book blurbs with LNKTV. These well-received videos were

then posted each week leading up to the Memorial Day announcement. The popular “Sneak Peek” of the top titles was on May 26th where Jen met with Bethany BookTalks members. The top three finalist titles were announced by David Smith at The Mill Telegraph on Memorial Day, May 29th, 2023. The top three finalists were *Four Treasures of the Sky* by Jenny Zhang, *Demon Copperhead* by Barbara Kingsolver, *Remarkably Bright Creatures* by Shelby Van Pelt. Fifteen copies of each title were presented for checkout to the attendees, all but one copy of *Demon Copperhead* were checked out on the day.

The Programming Committee, composed of six staff members, met on Thursday, April 20th to begin planning the programs to support the 2023 selected titles. Interested staff were allowed to pre-read the top three selected titles from April through May. Programming Committee members were chosen based on prior membership and personal interest of staff. Approximately 10 staff requested to pre-read titles (10 staff pre-read the titles in 2022). We held a variety of programs this year including writer’s workshops, a discussion panel and graphic novel storytelling workshop. Fall programming included a Zoom discussion with winning author Shelby Van Pelt. The discussion was recorded and available for viewing for one week after the live event.

Appearances and Promotion:

Staff and members of the Selection Committee and Programming Committee participated in promoting the three finalists. Different methods were used to promote the selected titles and programs. The mass media promotion included television appearances on 10 11 NOW, programming and podcast content with Nebraska Public Media and press releases and a feature in the Lincoln Journal Star. Social media promotion included Facebook and Twitter posts. Amy Huffman, Public Information Specialist, provided engaging posts and timely reminders of upcoming events as well as posting of virtual programming.

- **BookTalks:**
 - **Sneak Peak**
 - Bethany Branch, Friday May 27th, 10:30-11:30 AM
- **Television Appearances:**
 - **LNKTV**
 - Pre-recorded book blurbs to announce the Top Eleven week by week
 - April 28th
 - 198 views on YouTube
 - 1.1K views on Facebook
 - May 5th
 - 195 views on YouTube
 - 800 views on Facebook
 - May 12th
 - 188 views on YouTube
 - 575 views on Facebook
 - May 18th
 - 176 views on YouTube
 - 403 views on Facebook
 - May 26th
 - 140 views on YouTube
 - 592 views on Facebook
 - **KLKN Channel 8**
 - September 4, 2023 -- a 20-second spot about the winner-- 33 views
 - **KOLN 1011 NOW**

- **First @Four features:**
 - March 27, 2023
 - August 28, 2023
 - October 10, 2023
 - October 15th, 2023
- **Radio Interviews:**
 - **KZUM-** Polley Music Librarian Scott Scholz created a short radio spot promoted the 3 titles and voting to run until the end of August.
 - **Nebraska Public Media**
 - Friday Live Extra aired on October 12th. Genevieve Randall interviewed Shelby Van Pelt and talked about the book, writing and the event.
- **Website:**
 - **The web page for One Book One Lincoln included information on:**
 - Supporting resources and read-a-like titles for winner
 - Listing of Top Eleven titles with catalog links
 - Archives from previous years
 - Links to archived winner pages
 - How can I participate?
 - Nominate a book
 - How can I join the Selection Committee?
 - Book Group Discussion info
 - Additional Resources
- **Outreach Events**
 - Top Three Announcement on Memorial Day
 - Gere's Teen Advisory Board (TAB) group invited Jen to speak about the program
 - Public Book Discussion Groups
- **Social Media:**
 - Postings were made to the Lincoln City Libraries Facebook and social media accounts to promote the selected finalists as well as the programs and events supporting the selections.
 - Penguin's Common Reads listed One Book One Lincoln and *Remarkably Bright Creatures* as the book for University of Nebraska-Lincoln's Common Read title.
 - City of Lincoln, Mayor Baird and Channel 8 retweeted our winner announcement
- **Lincoln Journal Star:**
 - **Press Releases**
 - May 27th to promote Top Three announcement event
 - May 29th to announce this year Top Three
 - September 4th to announce this year's winner
 - October 2nd to promote the Zoom and in-person aspects of the Author Event.
 - **Features**
 - May 30th to highlight Top Three
 - September 5th to announce winning title
 - October 7th promoting Author Event
 - **Op/Ed**
 - October 18th Jackie Ostrowicki
 -

- **Virtual Programming:**
 - **Author Visit- Shelby Van Pelt on October 15th**
 - Program Facilitator, Caitlin Lombardo, hosted a conversation and question and answer session with over 68 participants in the Zoom.
 - An additional 25 participants from Gere attended an in-person watch party.

Events: Attendance – 268 vs 328 in 2022

1. **Pre-Announcement BookTalk Programs at Bethany:** The sneak peeks of the top eleven titles chosen by the Selection Committee were held on May 26th. There were **20 attendees** at Bethany Branch. The titles were met with excitement and several people shared what of the list they had already read. Many attendees also noted they appreciated the early release videos.
1. **Announcement Coffee at the Mill:** The Foundation for Lincoln City Libraries sponsored the event. Selection Committee Chair David Smith announced the 2023 top three finalists and the instructions for voting through August 31st. This event was hosted by The Mill at Telegraph, where folks gathered on the patio. The weather was mild but warm and over **100 people** were in attendance.
2. **Program: Chinese Calligraphy- Interactive:** Chun-Yi Coral Su from the Lincoln Chinese Academy and the Lincoln Chinese Cultural Association lead a 60-minute introductory class on Chinese Calligraphy. Participants were able to pronounce and write the characters for numbers 1-10 and learn the fundamentals of how to draw characters. **Four people** attended this program.
3. **Program: Chinese Calligraphy- History and culture:** Chun-Yi Coral Su from the Lincoln Chinese Academy and the Lincoln Chinese Cultural Association lead a class teaching about Chinese Calligraphy and the Four Treasures of the Study- the study being how calligraphy and writing were taught both in historical China and as a modern cultural class. **One person** attended this class.
4. **Program: Larksong Writer's Workshops-** Larksong Writer's Place taught three different workshops for library customers to choose from, based on the three different titles. They were well attended and gave customers a good way to connect with another community program.
 - a. **Playing with Point of View: What Reading a Novel Can Teach Us About Writing Our Own Stories - July 29th**
 - i. *Remarkably Bright Creatures* by Shelby Van Pelt is told from two points of view-one, a traditional third-person narrative, and the other, a first-person epistolary narrative featuring Marcellus, a Giant Pacific Octopus. This workshop will discuss how Van Pelt's narrative style affects tone, voice, and characterization, and how we can improve these skills in our own writing. In addition, we will delve into how the novel addresses loss, grief, loneliness and aging, and how we might successfully incorporate such difficult themes into our own writing. This session was held at Walt and **Seven people attended.**
 - b. **Reading Like a Writer Workshop-OBOL Writer's Workshop: Learning to Survive in a World Not Your Own - August 12th**

Private Book Group Discussions: Participants – 184 in 2023, 153 in 2022
Public Book Discussions –20 (over three programs) in 2023, 20 participants (over three programs) in 2022

Three Community Book Discussions were held over the summer in addition to Bethany BookTalks. At the time of the report, 22 private book discussions were presented to 184 participants. There are five more book discussions scheduled after the preparation of this report, as late as March 2023. The private book discussion requests were varied and included titles from the Top Eleven. *Remarkably Bright Creatures* had seven requests. *Demon Copperhead* was requested six times and *Four Treasures of the Sky* was requested four times. Among the Top Eleven title requests: *Punching the Air*, *Mad Honey*, *The Other Mother* and *The Seed Keeper* were all requested twice and *Lessons in Chemistry* was requested by one private group. Offering staff facilitation of Top Eleven titles resulted in a significant increase in the number of requests and lengthened the season from Memorial Day to March of the following year, allowing the program to maintain momentum.

Circulation of Top 11 Titles – print and digital in 2023: 10,148

For the first time, the 2023 program, promoted the full Top Eleven listings throughout the season. Included are circulation statistics for those titles. Hoopla did not carry all Top Eleven titles, so for this reason statistics for Hoopla were only collected on the Top Three titles. Circulation increased in the print and Libby categories. This is attributed to the overall push in promoting titles in the lead up to the Memorial Day announcement and the popularity of the digital medium. Circulation was steady in the Book Club in a Bag category. Circulation decreased in the Book on CD and Large Print categories. This is attributed to the decline in popularity and availability of these formats. Because statistics have not previously been collected on Hoopla titles there is no clear conclusion, however the statistics are similar to the statistics on Libby.

2023 - Top Three: Traditional Formats * Format not available

TITLE	BOOKS	CD	LRG TYPE	BK CLUB	TOTAL
<i>Demon Copperhead</i>	924	37	91	80	1132
<i>Four Treasures of the Sky</i>	781	*	86	70	937
<i>Remarkably Bright Creatures</i>	1173	42	93	80	1388
TOTAL	2878	79	270	230	3457

2023 - Top Three: Digital Formats Libby Hoopla

TITLE	eBook	eAudio	eBook	eAudio	TOTAL
<i>Demon Copperhead</i>	407	409	235	435	1486
<i>Four Treasures of the Sky</i>	156	152	*	85	393
<i>Remarkably Bright Creatures</i>	375	428	294	501	1598
TOTAL	938	989	529	1021	3477

2023 – Remaining 8 of the top Eleven titles

* Format not available

TITLE	Print	CD	LRG TYPE	eBook	eAudio	TOTAL
<i>Lessons in Chemistry</i>	600	11	13	393	387	1404
<i>Five Little Indians</i>	79	*	*	23	25	127
<i>The Other Mother</i>	89	*	*	34	25	148
<i>Mad Honey</i>	87	6	66	165	192	516
<i>Punching the Air</i>	40	*	*	10	14	64
<i>Ducks</i>	59	*	*	28	*	87
<i>The Seed Keeper</i>	82	*	*	31	32	145
<i>Tomorrow and Tomorrow and Tomorrow</i>	264	*	*	242	217	723
TOTAL	1300	17	79	926	892	3214

2022 – Top 3 Titles * Format not available

TITLE	BOOKS	CD	LRG TYPE	eBook	eAudio	BK CLUB	TOTAL
<i>The Lincoln Highway</i>	1002	54	138	267	279	60	1800
<i>Sparks Like Stars</i>	761	44	100	153	165	40	1263
<i>Hell of a Book</i>	690	*	69	140	150	40	1089
TOTAL	2453	98	307	560	594	140	4152

Expenses: \$25,026 in 2023, \$13,089 in 2022,

Media	\$22,301
Printing	\$225
Programming	2,500
TOTAL	\$25,026

The same number of print materials were purchased for each of the Top Three Finalists in 2023 and 2022 (150 total) but the number of copies and money spent on non-print materials were impacted by the purchase of fewer digital copies in 2022. In 2023, purchases were also made of the Top Eleven to meet minimum demand. The cost of Hoopla’s digital services has negatively impacted our budget. Hoopla’s cost cannot be directly compared to Libby as Libby consists of purchasing a specific number of copies that are available for checkout one at a time. Hoopla is a streaming service with no wait list- the library pays based on the number of checkouts but cannot control how high that number goes. \$351.42 was spent on titles nominated but not yet owned by Lincoln City Libraries for the Selection Committee to consider. These items did not make it into the Top Eleven.

2023 - Traditional formats

TITLE	BOOKS	CD	LRG TYPE	TOTAL
<i>Demon Copperhead</i>	\$2262.00	\$197.97	\$124.20	\$2584.17
<i>Four Treasures of the Sky</i>	\$1548.99	0.00	\$316.71	\$1865.70
<i>Remarkably Bright Creatures</i>	\$2264.66	\$199.95	\$161.91	\$2626.52
SUBTOTAL	\$6075.65	\$397.92	\$602.82	\$7076.39
Add'l copies for committee	\$ 351.42	-0-	-0-	\$ 351.42
TOTAL	\$6427.07	\$397.92	\$602.82	\$7427.81

2023 Top 3 - Digital formats Libby Hoopla

TITLE	eBook	eAudio	eBook	eAudio	TOTAL
<i>Demon Copperhead</i>	\$666.04	\$2,525.56	\$937.65	\$1,300.65	\$5,429.90
<i>Four Treasures of the Sky</i>	\$580.00	\$659.88	0.00	\$339.15	\$1579.03
<i>Remarkably Bright Creatures</i>	\$568.32	\$1509.79	\$1,169.07	\$1,495.00	\$4,742.18
TOTAL	\$1814.36	\$4,695.23	\$2,106.72	\$3,134.80	\$11,751.11

2023 - Top Eleven

TITLE	Print	eBook	eAudio	TOTAL
<i>Lessons in Chemistry</i>	\$91.30	\$550.00	\$807.50	\$1448.80
<i>Five Little Indians</i>	\$228.95	\$0.00	\$0.00	\$228.95
<i>The Other Mother</i>	\$213.00	\$0.00	\$168.95	\$381.95
<i>Mad Honey</i>	\$0.00	\$110.00	\$285.00	\$395.00
<i>Punching the Air</i>	\$54.53	\$45.39	\$48.90	\$148.82
<i>Ducks</i>	\$162.19	\$24.99	\$0.00	\$187.18
<i>The Seed Keeper</i>	\$95.94	\$9.99	\$76.30	\$182.23
<i>Tomorrow and Tomorrow and Tomorrow</i>	\$0.00	\$55.00	\$95.00	\$150.00
SUBTOTAL	\$845.91	\$795.37	\$1481.65	\$3122.93
Add'l copies for committee	\$351.42	-0-	-0-	351.42
TOTAL	\$1197.33	\$795.37	\$1481.65	\$3474.35

2022 - Top 3

TITLE	BOOKS	CD	LRG TYPE	eBOOK	eAUDIO	TOTAL
<i>The Lincoln Highway</i>	\$1975.00	\$144.75	\$174.53	\$165.00	\$665.00	\$3124.28
<i>Sparks Like Stars</i>	\$1441.09	\$279.93	\$421.46	\$273.56	\$903.50	\$3319.54
<i>Hell of a Book</i>	\$2242.46	\$0.00	\$298.76	\$357.50	\$494.00	\$3392.72
TOTAL	\$5658.55	\$424.68	\$894.75	\$796.06	\$2062.50	\$9836.54

Voting:

In 2023 online voting was available through the One Book One Lincoln web page. Amy Huffman, Public Information Specialist advertised the link’s availability on the website using various social media platforms. We also encouraged the public by word of mouth, flyers and on the website header. This year 431 votes were cast for the following titles: *Demon Copperhead* (149), *Remarkably Bright Creatures* (234), and *Four Treasures of the Sky* (49). This is an increase from 243 in 2022. In previous years an average of five ballots were received where voters made comments regarding the selected titles on this year’s digital ballot, we received a total of 87 comments from voters this year.

Participation: 7,959 in 2023 vs 5,194 in 2022

	2023	2022
Submitted nominations	125	304
Members on the Selection Committee	17	14
Attendance - Book Club discussions	184	153
Attendance – Library sponsored programs (synchronous & * asynchronous)	268	328
Checked out titles – Top 3 print & digital	6934	4152
Votes	431	243
Total	7959	5194

Yearly Comparison:

Year	2023	2022	2021
Title	<i>Remarkably Bright Creatures</i>	<i>The Lincoln Highway</i>	<i>Hidden Valley Road</i>
Checkouts	6,704	4152	3501
Participants	9,752	7216	4347

Collaboration:

Lincoln City Libraries collaborated with Family Service Lincoln and CASA to run a discussion panel on helping at-risk youth. Larksong Writer’s Place was a collaborator again this year on a series of workshops to support each of the titles. Lincoln Chinese Academy and the Asian Community and Cultural Center partnered with us to offer workshops on calligraphy and its history. Partnerships and collaboration continue to be an important way to connect with the community and bring in new readers.

Impact:

The goal of the program is to encourage reading and dialogue by creating a community-wide reading and discussion experience. All three of this year’s titles had popular and author appeal to a broad audience in Lincoln. The following comments are representative of customers’ opinions regarding the 2023 selections:

- “I loved what you did with the Top Eleven early release videos!”
- At the Coffee at the Mill event a mother and teenage daughter checked out *Remarkably Bright Creatures* and *Four Treasures of the Sky*. They are each going to read the book and then swap. They intend to have a mother-daughter book club!
- Our first book club discussion request came in on May 30th, the day after the Memorial Day event. We continue to have book discussion requests through the time of the creation of this report.
- A patron attending the Chinese Calligraphy class described herself as not typically a One Book One Lincoln participant. She had previously wanted to start learning Chinese Calligraphy when she lived in China years ago. She had all the supplies but wasn’t sure where to start. She saw our event and waffled for a bit but finally decided to come. After the class, where we learned about the 4 treasures of calligraphy, she decided she should read the book.

- Of the 87 comments we received with votes- 73 expressed positive feelings about the title they voted for, our selections overall and/or the programming. Three of the comments were negative feelings about the titles. Twenty-six comments mentioned it was hard to choose between three great titles.
- Comment left on voting: “I had always seen my mother read the One Book One Lincoln titles every year and never thought a thing of it, since I thought I wasn't much of a reader... *Remarkably Bright Creatures* was the first full book I had read in a long time. It was such a powerful story of finding the people you truly care for in your life, how happiness and help can come from the strangest places, and how regardless of what you believe of someone to be true, you should never give up on them. Every living thing is truly a remarkable creature in their own right and that no matter how many times you mess up, you need to push forward, cause you matter to someone out there. Even if the past makes you think otherwise, you truly do matter... While sadly I know (*Demon Copperhead*) the most checked out of the three and is likely to win, I will still have enjoyed this years selections, and be so thankful for it's inspiration to push me back into reading again. Thank you and I look forward for years to come.” [sic] Commenter #50

The book club meetings had robust discussions where readers learned from others' experiences. The most positive feedback was for *Remarkably Bright Creatures*. The title had broad appeal and participants felt it was approachable and had a main character you either related to or knew in your real life. *Demon Copperhead* was a close second. Participants were passionate about voting for this title and enjoyed discussing the book despite its, at times, dark themes. *Four Treasures of the Sky* received mixed feedback- readers felt the topic was important but was emotionally difficult to finish. Participants voiced concern about heavy themes but largely agreed the books were worth reading and discussing.

Recommendations:

The initiation of a Top Ten/Eleven Countdown with weekly releases of titles was very popular and drove circulation statistics up across all eleven titles. Inclusion of the young adult genre, novel in verse and graphic novels has resulted in a number of lively and positive comments- the committee should continue to keep that in mind when selecting titles of appeal and discuss-ability. Early program planning should include brainstorming for program ideas for the eventual winner, and as soon as the greatest vote-getter is identified, planning for celebratory final events should begin.

Community Conversations were not well attended, and we should consider modifying or discontinuing them. Due to rising costs of materials and costs associated with programming we would advocate for the exploration of a sponsorship or additional external avenues of funding.

As our two most highly attended events were bolstered by extra promotion, we should continue to work with Amy Huffman, Public Information Specialist, to promote events. In concert with this, we should expand our reading group mailing lists to include the private book clubs we've worked with this year, so they can be included in direct promotional emails. We should also continue to work with Huffman and Librarian Scott Scholz to promote partnerships with KZUM Community Radio and Nebraska Public Media.

Steering Committee

Ryan Wieber Library Director
Rebecca Aracena, Support Services Manager
LeeAnn Sergeant, BMPL Public Service Coordinator
David Smith, Selection Committee Chair

Sarah Dale, Administrative Aide
Caitlin Lombardo, Librarian & Program Facilitator
Jennifer Jackson, Librarian & Program Facilitator
Jackie Ostrowicki, Library Board Member

Selection Committee

David Smith Chair	Caitlin Lombardo, Library Representative	Jen Jackson, Library Representative	Jackie Ostrowicki, Library Board Representative
Cristina Prentice	Tory Hall	Neva Winkle	Alyssa Diehl
Mark Orr	Anthony Reda	Michael Bandy	Jacob Schlange
Patty Beutler	Terri Dunlap	Sabrina Ehmke Sergeant	Courtney Lyons

Heather Jenkins

Program Planning Committee

Cait Lombardo, Chair (BMPL)	Vicki Clarke (Walt)	Maddie O’Malley (Eisley)
Jen Jackson (BMPL)	Jodi Rethmeier (NESU)	Monica Koehn(South)
	Corey Goettsche (Gere)	

Submitted December 7, 2023

RESOLUTION

Recognizing David Smith for his contributions to One Book One Lincoln

Whereas David Smith has faithfully served Lincoln City Libraries' One Book One Lincoln committee for fifteen years, twelve of those as Chair,

Whereas through those years he has fairly and even-handedly guided the committee in narrowing down nearly 1,000 titles to thirty-six Top Three Finalists to present to the Lincoln community,

Whereas he has expertly wordsmithed the descriptions of the Top Three titles for each Memorial Day announcement to pique reader interest,

Whereas he has skillfully and amiably represented the One Book One Lincoln program in person, on TV, and most recently in specially crafted video spots,

Whereas he has shaped and guided the committee, keeping them organized, clearly explaining the rules of the exercise, counseling all to put aside personal preferences and think of the community as a whole, and then equably and fair-mindedly hearing and valuing each member's opinions and critiques,

Whereas he has remained calm in the midst of any storms, keeping the committee afloat and focused in the wake of deadlines, controversies and critical decisions, and

Whereas he has been the most gracious host, yearly opening his home to the committee for fellowship, feasting, and final threes

BE IT RESOLVED that that Lincoln City Libraries Board of Trustees expresses its sincere appreciation and gratitude to David Smith and adopts this resolution in tribute and appreciation of his contributions to and support of the Lincoln City Libraries.

AGREEMENT BETWEEN THE LINCOLN CITY LIBRARIES AND THE FOUNDATION FOR LINCOLN CITY LIBRARIES

This Agreement (“Agreement”) is entered into by and between the City of Lincoln, doing business as Lincoln City Libraries (“LCL”) and the Foundation for Lincoln City Libraries (“Foundation”) as of the date of LCL’s execution below. In consideration of the mutual covenants and promises contained herein, LCL and Foundation do agree as follows:

1. FOUNDATION’S RESPONSIBILITIES.

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

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

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

d. Reports. Foundation shall provide LCL with its annual audits.

2. LIBRARY’S RESPONSIBILITIES.

a. Meeting Space. LCL shall accommodate and provide Foundation with space for Foundation meetings, which meetings are not subject to the requirements of the Open Meetings Act to provide notice to the public or provide an agenda.

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

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

d. Use of Funds. LCL shall use funds raised by Foundation to supplement government funding and not supplant government funding of LCL and use funds raised by Foundation only for the purposes for which the funds were raised and given to LCL, including using any “restricted funds” for their intended purposes, with such limitations as provided by Lincoln Municipal Code and other governing law.

e. Reports. LCL shall provide Foundation with an accounting report on the use of funds given to LCL by Foundation at such times as are necessary and reasonably requested by Foundation in writing, but in no event less than annually.

3. FOUNDATION EXPENSES.

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

4. TERM.

The term of this Agreement shall commence on January 1, 2024 and shall terminate on December 31, 2024. This Agreement may be renewed for additional one (1) year terms upon the same terms by written signed amendment.

5. 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.

6. 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.

7. NO COMPENSATION.

It is understood and agreed by and between LCL and Foundation that the purpose of this Agreement is to further the mutual goals of Foundation and LCL by improving the provision of library programs and/or services within LCL’s designated areas, and neither party shall provide monetary compensation to the other party for any of the activities or services rendered, performed, or provided by either, except for reimbursements as provided in paragraph 3 or as may hereinafter be agreed upon in writing.

8. INDEPENDENT CONTRACTOR.

LCL is interested only in the results produced by this Agreement. Foundation has sole and exclusive charge and control of the manner and means of its performance. 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 of Lincoln 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.

9. 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.

10. 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.

11. 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.

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. 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.

14. 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, and Foundation shall not sublet or in any manner transfer this Agreement or the use of the Premises provided herein without the previous written consent of City. 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.

15. E-VERIFY.

In accordance with Neb. Rev. Stat. 4-108 through 4-114, Foundation agrees to register with and use a federal immigration verification system, to determine the work eligibility status of 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. 1324 a, 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. Foundation shall require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, go to www.uscis.gov/verify.

16. 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

LICENSE AGREEMENT BETWEEN LINCOLN CITY LIBRARIES AND FOUNDATION FOR LINCOLN CITY LIBRARIES FOR OFFICE SPACE

This License Agreement (“Agreement”) is entered into by and between the City of Lincoln, doing business as Lincoln City Libraries (“LCL”) and the Foundation for Lincoln City Libraries (“Foundation”) as of the date of LCL’s execution below. In consideration of the mutual covenants and promises contained herein, LCL and Foundation do agree as follows:

1. PREMISES USE.

LCL grants Foundation the right to occupy a portion of licensed office space at LCL’s Bennett Martin Library, located at 136 S. 14th Street, Lincoln, NE 68508 (the “Building”) of approximately 153 square feet located on the first floor on the west side of the Building, which licensed office space shall hereinafter referred to as “Premises.” Foundation shall use the licenses Premises solely for operating an office on behalf of Foundation. Said use shall allow for general office hours for the public during the Building’s open hours. Foundation’s designated staff shall have access to the Premises outside of public hours. Any invited guests to the Building by Foundation outside of public hours shall be accompanied by Foundation staff, and Foundation assumes all responsibility for any invited guests at those times. Certain designated staff of LCL and designated contract workers shall have access to Foundation’s Premises. Foundation’s staff shall have access to the Building’s staff room.

2. TERM.

The term of this Agreement shall commence on January 1, 2024 and shall terminate on December 31, 2024. This Agreement may be renewed for additional one (1) year terms upon the same terms by written signed amendment.

3. COMPENSATION.

For the license of the Premises provided pursuant to this Agreement, Foundation agrees to pay LCL a total of \$1,200.00 per year for rental of the Premises for the term of the Agreement plus any additional expenses as outlined in this Agreement.

4. 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 of the failure to perform in writing upon giving the other party thirty (30) days written notice. Foundation shall be reimbursed any rental payments on a pro-rata basis calculated from the effective date of the termination.

5. TERMINATION FOR CONVENIENCE.

Either party has 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. Foundation shall be reimbursed any rental payments on a pro-rata basis calculated from the effective date of the termination.

6. RESPONSIBILITIES OF FOUNDATION.

Foundation agrees to apply for and obtain any and all necessary permits, certifications, licenses, variances and approvals required by any applicable law or regulations that relate to the use of the Premises. Foundation shall observe and comply with all applicable present and future laws, ordinances, requirements, orders, directions, codes, rules and regulations of regulations of City, the State of Nebraska, and the United States, including all health, safety and Directed Health Measures. Janitorial services and utilities of electricity/water/sewer/garbage are included in the rental payment. Foundation shall provide its own phone, phone service, and internet service and shall pay its own phone and internet service bill. Foundation shall keep the Premises in a clean and sanitary condition. All furnishings for the Premises shall be provided by Foundation. The Premises shall be occupied solely by individuals associated with Foundation and shall only be used in a manner consistent with operating Foundation’s business. Foundation shall pay all direct costs of paper, printing, postage, and copying; provided, however, Foundation may utilize copying equipment of LCL subject to reimbursement by Foundation for all accrued costs.

7. RESPONSIBILITIES OF LCL.

LCL shall permit Foundation to use LCL’s facilities at no additional cost or expense for meetings in the Building for the Foundation Board of Directors or other meetings as reasonably requested in advance; however, LCL shall have first priority to use its own facilities. LCL shall repair and maintain the foundations, exterior walls (except store fronts, plate glass doors, and other breakable materials used in structural portions) pipes, plumbing, heating and cooling systems, electrical wiring, switches, fixtures, provide for roof repairs/replacement of the Building, and perform exterior maintenance of the Building and the surrounding grounds. LCL is not responsible to make any repairs or alterations to the Premises, or to do any remodeling or decoration, except as otherwise agreed to between the parties in writing in a separate Agreement.

8. SEPARATION OF ENTITIES.

Foundation is nonprofit 501(c)(3) corporation and a separate and distinct entity from LCL. It is expressly understood that Foundation’s officers, board members, staff, and volunteers are not employees of City of Lincoln and, thus they are not entitled to any City benefits including, but not limited to, overtime, retirement benefits, workers compensation, sick leave, or injury leave. Nothing in this Agreement shall be interpreted as creating a partnership, joint venture or relationship of principal and agent between the parties. Foundation covenants to remain a nonprofit corporation in good standing under Nebraska law and a tax-exempt organization under IRS Section 501(c)(3) for so long as this Agreement remains in effect and shall provide City with a copy of its IRS 501(c)(3) designation letter upon request.

9. ALTERATIONS AND IMPROVEMENTS, SURRENDER.

Upon termination of the Agreement, Foundation shall surrender the Premises in the same condition as received, ordinary wear and tear. Foundation shall make no alteration or additions to Premises without first obtaining the LCL’s written consent. Foundation shall have the right to construct, at its expense, on the Premises, improvements (all of which shall be considered to be the property of Foundation during the terms of this Agreement) and to make all alterations or additions thereto and to remove, remodel, demolish, and rebuild the same, provided Foundation obtain LCL’s written consent that all work shall be in accordance with applicable laws. All additions, fixtures and improvements made in or upon the Premises shall be LCL’s property, and shall remain upon the Premises at the termination of this Agreement without compensation to Foundation unless

otherwise agreed to in writing. All Foundation's personal property not removed from the Premises within thirty (30) days of termination of the Agreement shall be conclusively presumed to have been abandoned by Foundation and forthwith become LCL's property.

10. PREMISES "AS IS", PERSONAL PROPERTY.

By taking possession of the Premises, Foundation accepts the Premises and the Building in its then current "as is" condition and acknowledges that the Premises and the Building are in good and satisfactory condition at the time Foundation takes possession of the Premises. No representations have been made by City as to the condition of the Premises and Building, including any sanitization with regard to COVID-19. Foundation agrees that LCL shall be permitted to enter upon the Premises at all reasonable times to examine the condition of the same. City is not in any way responsible for the personal property of Foundation or any of its employees, agents, or invitees kept, stored, or maintained on the Premises and in no way assumes responsibility for any loss of property through fire, theft, pilferage, malicious mischief, or any other happening whatsoever. City shall have no duty or responsibility to protect, secure, or defend the Premises from acts of vandalism, or any other damage or injury, other than those police protections provided to other property of the public in the City of Lincoln

11. SIGNS.

Foundation may erect signs as needed to identify and advertise its operation in or on the Building. Foundation must obtain LCL's permission before placing any signs on or about the Building and have LCL approval of the appearance of signs. Foundation shall, at Foundation's expense, remove all signs at the termination of this Agreement, and the removal shall be in such manner as to avoid any injury, defacement or overloading of the Building or other improvements.

12. 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.

13. 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.

14. AUDIT.

Foundation shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to the activities in this Agreement, as allowed by law.

15. 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.

16. 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, and Foundation shall not sublet or in any manner transfer this Agreement or the use of the Premises provided herein without the previous written consent of City. 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.

17. E-VERIFY.

In accordance with Neb. Rev. Stat. 4-108 through 4-114, Foundation agrees to register with and use a federal immigration verification system, to determine the work eligibility status of 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. 1324 a, 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. Foundation shall require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, go to www.uscis.gov/everify.

18. 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

President of Library Board

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.

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 2024 (“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 on January 1, 2024 and shall terminate on December 31, 2024. This Agreement may be renewed for additional one (1) year terms upon the same terms by written signed amendment.

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, 2025, 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

Library Board Meetings 2024

Every 3rd Tuesday

January 16, 2024	8:00 a.m.	Bennett Martin Public Library
February 20, 2024	8:00 a.m.	Bennett Martin Public Library
March 19, 2024	8:00 a.m.	Bennett Martin Public Library
April 16, 2024	6:00 p.m.	Eiseley Branch Library
May 21, 2024	8:00 a.m.	Bennett Martin Public Library
June 18, 2024	6:00 p.m.	Anderson Branch Library
July 16, 2024	8:00 a.m.	Bennett Martin Public Library
August 20, 2024	6:00 p.m.	Gere Branch Library
September 17, 2023	8:00 a.m.	Bennett Martin Public Library
October 15, 2024	6:00 p.m.	Walt Branch Library
November 19, 2024	8:00 a.m.	Bennett Martin Public Library
December 17, 2024	8:00 a.m.	Bennett Martin Public Library

**LINCOLN CITY LIBRARIES
LINCOLN, NEBRASKA**

POLICY TITLE: **REQUEST FOR RECONSIDERATION OF LIBRARY MATERIALS**

PURPOSE: This policy establishes the request for reconsideration process.

IMPLEMENTATION: Lincoln City Libraries welcomes residents of the City of Lincoln and Lancaster County to communicate expressions of opinion concerning materials acquired for the Library collection. Requests to remove or reclassify materials will be considered within the context of the policies set forth in the [Materials Selection Policy](#).

Procedural rules:

- An item will be reviewed only once within a five-year period unless the content has undergone major revisions.
- One active request per person at a time

A resident is encouraged to first address a concern about library materials with a staff person. Anyone who wishes to request a specific item be reconsidered or reclassified must complete and sign the Request for Reconsideration of Library Resources form. The completed form will be forwarded to the Library administrative office for review. While under reconsideration, library materials will remain in circulation.

Requests for Reconsideration will result in expenses to the library in the form of staff time, the potential purchase of additional copies of the title for committee members to review, and any other resources needed for the committee to evaluate the title being reconsidered.

The following steps will occur:

- A staff-led Request for Reconsideration Committee will review the request and make a recommendation to the Library Director, who will provide a written decision to the requestor within 60 days of original receipt.
- A person who receives an unsatisfactory decision may appeal to the Library Board by notifying the Director in writing within 30 days.
- The Library Board will then render a decision within 60 days of receipt of appeal.

REVIEWED BY LAW: November 8, 2023

ADOPTED BY LIBRARY BOARD: December 19, 2023

One Lincoln Equity Analysis Tool

The City of Lincoln's One Lincoln initiative aims to create a more equitable and inclusive Lincoln, where every resident has an equal opportunity to reach their full human potential.

When answering the questions below, consider the ways in which your proposal furthers this goal. Also consider the impacts your proposal may have on certain groups, depending on factors such as race, ethnicity, socio-economic status, religion, sex, sexual orientation, disability, national origin, age, and gender identity.

Definition of equity: An environment where one's identity does not adversely affect one's opportunities and outcomes.

Main contact name(s) and department(s):

Names and affiliations of others participating in the analysis:

Name of policy, plan, or proposal:

Describe the policy, plan, or proposal in 1-2 sentences.

Describe the reason the policy is being proposed.

EQUITY QUESTIONS:

How will this decision help achieve equitable outcomes?

Who will benefit from or be burdened by this decision?

How will impacted communities be engaged in the decision-making process?

What does the data tell us?

Appendix A: Example situations in which the tool may be used

- Accepting TIF projects
- Raising parking or towing fees
- Updating guidelines on building inspections
- Updating the Comprehensive Plan
- Updating the Long-Range Transportation Plan
- Approving new zoning standards
- Adding bus stops
- Setting policies for Paratransit service
- Changing solid waste collection policies
- Changing utility fees & payment plans
- Setting new bidding guidelines
- Planning a public outreach campaign
- Organizing a town hall meeting
- Choosing a major vendor to provide city services
- Adding a new offense to the municipal code
- Changing city permit guidelines or fees
- Deciding whether to testify on a bill at the Legislature
- Eliminating an aging services program
- Changing library late fees
- Approving new park and trail locations
- Raising fees for programs and services
- Setting graffiti policies
- Updating police policies
- Deciding where to build a new fire station
- Setting new hiring policies
- Creating a board or commission