



Vision

MPL is an anchor institution that helps build healthy families and vibrant neighborhoods – the foundation of a strong Milwaukee.

Mission

Inspiration starts here – we help people read, learn, and connect.

BOARD OF TRUSTEES REGULAR MEETING AGENDA

Tuesday, May 28, 2024

4:00 p.m.

**Central Library
Rotary Club of Milwaukee Community Room
814 W. Wisconsin Avenue
Milwaukee, WI 53233**

WELCOME & ROLL CALL

4:00 – 4:05

PUBLIC COMMENT

4:05 – 4:15

CONSENT AGENDA

4:15 – 4:20

Attachment A, page 3

1. **Regular Board Meeting Minutes, April 23, 2024.**
2. **Committee Reports**
 - a. Finance & Personnel Committee – April 23, 2024
 - b. Building & Development Committee – May 2, 2024
3. **Administrative Reports.**
 - a. Financial Report
 - b. Library Director’s Report
 - c. Statistics*
** Circulation statistics from March 2024 have been corrected and are included.*

REPORTS

4:20 – 4:30

4. **Milwaukee County Federated Library System (MCFLS) Board Meeting.** Trustee Kathleen Vincent will report on the May 16, 2024 meeting.
5. **Library Services & Programs Committee Meeting.** Committee Chair Milele Coggs will present action items from the May 1, 2024 meeting.

Attachment B, page 37

NEW BUSINESS

4:30 – 5:25

6. **Officer Election.** The election of MPL Board Officers for the 2024-2026 term will be held.

Attachment C, page 47

7. **Annual Bylaws Review.** The Board will review the current bylaws. There are no changes proposed at this time. The most recent revisions were approved by the Board on June 28, 2022.
Attachment D, page 48
8. **Proposed Revisions to MPL Board Operating Guidelines.** Library Director Joan Johnson will present proposed changes to the operating guidelines.
Attachment E, page 55
9. **Contract Awards – Wisconsin Talking Book and Braille Library and Interlibrary Loan Service.** Library Business Manager Sarah Leszczynski will seek approval for the 2024 Wisconsin Talking Book and Braille Library (WTBBL) and Interlibrary Loan Services (ILS) contracts.
Attachment F, page 64
10. **Contract Award – Martin Luther King Branch Redevelopment.** Library Construction Projects Manager Yves LaPierre will seek approval to award the contract for the library build out.
Attachment G, page 88
11. **Summer Reading Program.** Library Public Services Area Manager (Education & Outreach Services) Kelly Wochinske will share information about the 2024 Summer Reading Program.

CLOSING REMARKS

5:25 – 5:30

12. Closing Remarks and Adjournment.

REMINDER: Next scheduled meetings are:

June 4, 2024 Innovation & Strategy Committee – Virtual Meeting, 9:00 a.m.

June 6, 2024 Building & Development Committee – Virtual Meeting, 8:00 a.m.

June 12, 2024 Executive Committee – Virtual Meeting, 4:00 p.m.

June 25, 2024 Board Meeting – Central Library, 4:00 p.m.

Trustees

Mark Sain, *President*, Michele Bria, *Vice-President*, Teresa Mercado, *Financial Secretary*,
Ald. Milele Coggs, Matthew Kowalski, Michael Morgan, Felicia Saffold, Erika Siemsen,
Ald. Scott Spiker, Ald. Larresa Taylor, Sup. Kathleen Vincent, Venice Williams,
Joan Johnson, *Secretary*, Rebecca Schweisberger, *Secretary’s Assistant* (414) 286-3021

The Milwaukee Public Library Board of Trustees is an informed, dedicated group of citizens who represent a cross-section of the city of Milwaukee and are committed to supporting, developing, and advancing the library for the benefit of all residents of Milwaukee and others throughout Milwaukee County, the State of Wisconsin, and beyond. In their role as advocates and advisors, they serve the library’s many patrons, its staff, the common good of the community, and this critical and enduring institution.

Persons engaged in lobbying as defined in s. 305-43-4 of the Milwaukee Code of Ordinances are required to register with the City Clerk’s Office License Division. More information is available at www.milwaukee.gov/lobby or by calling (414) 286-2238.

Please be advised that members of the Milwaukee Common Council who are also members of this body will be in attendance at this meeting. In addition, Common Council members who are not members of this body may attend this meeting to participate or to gather information. A quorum of the Common Council or any of its standing committees may be present, but no formal Common Council action will be taken at this meeting.

PLEASE NOTE: Upon reasonable notice, efforts will be made to accommodate the needs of individuals with disabilities. Make requests to the Library Director’s Office at (414)286-3021, 286-2794 (FAX) or Central Library, 814 W. Wisconsin Ave., Milwaukee, WI 53233 Attn: Accommodation Request.

MILWAUKEE PUBLIC LIBRARY BOARD OF TRUSTEES

**REGULAR MEETING
MINUTES**

Tuesday, April 23, 2024

**Capitol Branch – Community Room
3969 N. 74th Street
Milwaukee, WI 53216**

PRESENT: Michele Bria, Teresa Mercado, Ald. Milele Coggs, Matthew Kowalski, Michael Morgan, Felicia Saffold, Erika Siemsen, Ald. Scott Spiker, Ald. Larresa Taylor, Sup. Kathleen Vincent, Venice Williams, Joan Johnson

EXCUSED: Mark Sain

STAFF: Chantel Clark, Melissa Howard, Yves LaPierre, Tammy Mays, Amanda McGillivray, Jennifer Meyer-Stearns, Amelia Osterud, Karli Pederson, Marian Royal, Chris Schabel, Rebecca Schweisberger, Kelly Wochinske

OTHERS

PRESENT: Budget & Management Division: Nik Kovac, Nathaniel Haack

Vice-President Michele Bria called the meeting of the Milwaukee Public Library Board of Trustees to order at 4:12 p.m. on April 23, 2024. Trustees Coggs and Siemsen participated by conference phone.

SPECIAL COMMUNICATION

1. **Budget Outlook.** Vice-President Bria introduced Budget & Management Director Nik Kovac to present an update on the 2025 budget. In the 2024 budget, \$110M of American Rescue Plan Act (ARPA) funding was used to offset budget gaps. The Budget Office anticipates another large deficit in 2025 and will need to explore different options as ARPA funding has expired. Per State law, all City departments must prepare a budget with a 5% cut relative to prior year funding. For MPL, additional staffing, salary adjustments, and job reclassifications occurred after the 2024 budget passed. As such, a 5% cut (based on the 2024 budget) will be significantly greater when these factors are taken into consideration. All City departments are also required to provide a cost to continue budget proposal. The Budget Office is hopeful that sales tax revenue and changes to the pension obligation will allow for cost to continue budgets in future years. Informational item.

BOARD DEVELOPMENT

2. **Capitol Branch Introduction.** Library Services Manager Chris Schabel presented a brief overview of Capitol branch, which celebrates its 60th anniversary in 2024. Ms. Schabel shared a presentation which included history of the building and surrounding area, building updates, and unique features. The presentation is attached at the end of these minutes. Capitol branch is celebrating its 60th anniversary in 2024. The building was renovated in 1994-95, which included creation of the new main entrance and addition of the conference room, Young Adult area, and Manager's Office. Informational item.

CONSENT AGENDA**3. Regular Board Meeting Minutes March 26, 2024****4. Committee Reports**

- a. Innovation & Strategy Committee Meeting Minutes – April 2, 2024
- b. Building & Development Committee Meeting Minutes – April 4, 2024

5. Administrative Reports

- a. Financial Report
- b. Library Director's Reports
- c. Statistics

Chair Bria asked the Board if any items should be removed from the Consent Agenda presented as attachment A, pages 3-19 of the agenda. Hearing no objection, the Consent Agenda was approved.

REPORTS

6. **MPL Board Nominating Committee Meeting.** Committee Chair Michael Morgan presented the draft slate of officers, listed as Attachment B of the agenda. The Committee reviewed the achievements of the current officers and reached a unanimous decision to recommend their re-election. The slate will be presented for vote at the May 28, 2024 meeting. Library Director Joan Johnson informed the Board other nominations can be made at the May meeting. Informational item.

7. **Finance & Personnel Committee Meeting.** Committee Chair Teresa Mercado presented the action items from the April 23, 2024 meeting.

- **Financial Statements and Auditors' Review.**

The Committee received the auditors' report from Reilly, Penner, and Benton, LLP. The auditors issued an unqualified opinion with no recommendations. Trustee Kowalski moved to accept the report and place it on file; Trustee Morgan seconded. Motion passed.

- **Contract Award – Central Library Roof Construction Contract Award.**

The Committee received a request to award the construction contract for repairs to the Central Library roof. These are critical repairs over the oldest section of the building and around the dome. Trustee Morgan moved to award the contract to JRT Top Notch Roofs, LLC. for a total of \$683,735.00. Trustee Saffold seconded. Motion passed.

8. **Milwaukee County Federated Library System (MCFLS) Board Meeting.** Trustee Kathleen Vincent reported on the April 18, 2024 meeting. The patron satisfaction survey results were reviewed and the MCFLS system showed improvement in all categories. The Board issued a vote of confidence for MCFLS Director Steve Hesper and authorized a 3% salary increase. The 2025-2028 contract renegotiation timeline was reviewed and approved. MCFLS member agreement drafts will be introduced at the June MPL Board meeting and presented for approval at the October Board meeting. Informational item.

9. **Urban Libraries Council (ULC) Update.** Vice-President Michele Bria presented an update on the ULC Executive Board activities. In January, the Board held its first strategic retreat and is focused on strengthening public libraries and the essential role they play in innovation, equity, and opportunity. ULC has 173 members in 39 states and combined they serve 86 million residents.

Member libraries face similar opportunities and challenges, including local emerging issues that are not core to the library mission but impact libraries and staff. The ULC Board also considered drivers of future public library change, including technological advances as well as political, social, and economic issues. Additional topics of discussion included supporting libraries as they adapt to external pressures and developing a workforce pipeline for future library leadership. The ULC vision for success is to help public libraries with programs, research, and data to ensure public trust, be an essential 'third space', and advance their ongoing role in economic opportunity, equitable access, and multiple literacies. ULC is advocating for innovative federal funding from sources not historically allocated to libraries. ULC presented a case study on how technology, such as Placer AI, can help track the impact of library visitors on the local economy and how library closures could negatively affect local businesses. Library Director Joan Johnson has scheduled a Placer AI demonstration for the Innovation & Strategy Committee and some MPL staff will attend an online webinar on April 25th. Informational item.

10. **Closing Remarks.** Trustee Venice Williams shared her extremely positive experience at the MPL Zine Fest program on April 20th. Zine Fest was held at Central Library and hosted 122 tables, which included national and international vendors and artists. Informational item.

With no further business, the Milwaukee Public Library Board of Trustees meeting of April 23, 2024 was adjourned at 5:26 p.m.

**MILWAUKEE PUBLIC LIBRARY
BOARD OF TRUSTEES
FINANCE & PERSONNEL COMMITTEE
MINUTES**

Tuesday, April 23, 2024

Video Conference Call by GoToMeeting

PRESENT: Teresa Mercado, Milele Coggs, Felicia Saffold, Scott Spiker, Joan Johnson

EXCUSED: Venice Williams

OTHERS

PRESENT: MPL: Chantel Clark, Sarah Leszczynski, Jennifer Meyer-Stearns, Rebecca Schweisberger
Budget and Policy Division: Nathaniel Haack
Reilly, Penner & Benton LLP: Brandon Panka
US Bank: Wayne Sattler

Chair Teresa Mercado called the meeting of the Board of Trustees Finance & Personnel Committee to order at 8:34 a.m. on Tuesday, April 23, 2024. All Trustees and presenters participated by video conference.

1. **Committee Meeting Minutes Review.** The Committee reviewed the minutes from the January 23, 2024 meeting. Trustee Spiker moved to approve the minutes and Trustee Saffold seconded. Motion passed.
2. **Financial Statements and Auditors' Report.** The Trustees received the Milwaukee Public Library Trust Fund Audited Financial Statements for the year ending December 31, 2023. Mr. Brandon Panka of Reilly, Penner & Benton LLP reviewed the auditors' report and management letter. The auditors issued an unmodified opinion of the MPL Trust Fund financial statements. An unmodified opinion indicates the financial statements are materially correct. Mr. Panka thanked Library Business Manager Sarah Leszczynski for being organized and prepared for the audit. Trustee Saffold moved to approve the financial statements and independent auditors' report of the MPL trust fund for calendar year 2023 as presented. Trustee Spiker seconded. Motion passed.
3. **Quarterly Review of Fund Investments.** Mr. Wayne Sattler, Senior Vice President & Managing Director with PFM Asset Management LLC (a subsidiary of U.S. Bancorp Asset Management / U.S. Bank N.A.) presented an update on the quarterly investment reports. MPL's investment portfolio remains stable and fund managers are monitoring the possible effects of inflation and decreased labor force participation. Informational item.
4. **Quarterly Library Report of the Internal Control of the MPL Trust and Gift Funds.** The Internal Controls Memo for first quarter 2024 was listed as Attachment B of the agenda. Deputy Library Director Jennifer Meyer-Stearns reported all internal control processes were followed and there were no accounting issues. Informational item.
5. **Contract Awards – Wisconsin Talking Book and Braille Library and Interlibrary Loan Service.** This item was held for the May regular Board meeting.
6. **Contract Award – Central Library Roof Construction Contract Award.** Deputy Library Director Jennifer Meyer-Stearns referred to the memo listed as Attachment C of the agenda. MPL issued

a Request for Proposals for the replacement of multiple sections of the Central Library roof. These are critical repairs over the oldest section of the building and around the dome. Trustee Saffold moved to award the Central Library roof construction contract to JRT Top Notch Roofs, LLC. for a total of \$683,735.00. Trustee Spiker seconded. Motion passed.

7. **Gift and Bequest Policy Approval Request.** Deputy Library Director Jennifer Meyer-Stearns presented an update on MPL's gift and bequest policy. The policy is under review and will require changes to the language to ensure the appropriate statutory role of the MPL Board of Trustees is clearly defined. Additionally, updates will be made to the process for accepting bequests and gifts. A draft policy will be presented at the July 23, 2024 Finance & Personnel Committee meeting. Informational item.

The meeting of the Library Board's Finance & Personnel Committee was adjourned at 9:13 a.m. on Tuesday, April 23, 2024.

**MILWAUKEE PUBLIC LIBRARY
BOARD OF TRUSTEES
BUILDING & DEVELOPMENT COMMITTEE
MINUTES
Thursday, May 2, 2024**

Video Conference Call by GoToMeeting

PRESENT: Michael Morgan, Matt Kowalski, Teresa Mercado, Mark Sain, Larresa Taylor, Joan Johnson

OTHERS

PRESENT: MPL: Chantel Clark, Yves LaPierre, Jennifer Meyer-Stearns, Karli Pederson, Marian Royal, Rebecca Schweisberger, PJ Woboril

Chair Michael Morgan called the MPL Board of Trustees Building and Development Committee meeting to order at 8:00 a.m. on May 2, 2024 with a quorum present. All Trustees and presenters participated by video conference.

1. **Approval of the Minutes.** Chair Sain entertained a motion to accept the minutes from the April 4, 2024 meeting, listed as Attachment A of the agenda. Trustee Sain moved approval of the minutes and Trustee Kowalski seconded. Motion passed.
2. **Project Inventory and Status Report.** Library Facilities Manager PJ Woboril provided an update of ongoing projects. The list is attached at the end of these minutes.
 - MPL Central Fire Alarm Design. IBC Engineering and Zimmerman Architects completed the building mapping of Central Library and identified all existing devices. The next step will be to create drawings and designs, which is estimated to take 10-12 weeks.
 - Central E6 Tier elevator modernization. The elevator is in the 1955 addition and is regularly used by staff to move materials between the tiers and second floor. The elevator is currently in production at the factory and installation is expected to begin on July 22nd.
 - Central E6 Tier elevator modernization (FA and badge access). After installation, Johnson Controls will add badge access to the elevator and integrate it into the fire alarm system. Preliminary work will begin over the next several weeks to prepare for the installation.
 - Central Roof Replacement (Consultant). This project will replace the remaining roof areas that were not replaced over the last several years, including a large section over the 3rd floor. Concord Group helped gather preliminary estimates and will help MPL run and manage the project.
 - Central Roof Replacement. The final contract negotiation is in process with JRT Top Notch Roofs. The contract is expected to be executed in the next week. The next step is preparing the project schedule, which will be shared with this Committee.
 - Central Roof Replacement (Abatement). Asbestos remediation work will be required under a separate smaller contract in coordination with the Roof Replacement project. The contract was awarded to the low bidder but they were not able to take on the project. MPL is working with Concord Group to identify another bidder from the original process or prepare a re-bid. Updates will be shared with this Committee.

3. **Martin Luther King Branch Redevelopment.** Library Construction Projects Manager Yves LaPierre presented an update on the project. A bid for the library buildout was issued on January 29th and bids are due on May 6th. Bids will be reviewed for 7-10 days and a contractor will be selected. The contract award will be presented at the May 28, 2024 Board meeting. Work is progressing on the core and shell and the shell should be turned over to MPL on June 30th. Substantial completion is expected in early 2025. Informational item.

4. **Presentation of Proposed Adaptive Re-use of Library Facilities.** Library Director Joan Johnson introduced Carol and Keith Alexander, project architects for the Friends of MPL, to present renderings for the potential Bookseller move and renovation. This renovation was listed as one of the priority projects shared by Director Johnson at the April Building & Development Committee meeting. This project will be funded through the Friends of MPL. The renderings are attached at the end of these minutes. MPL plans to re-purpose the current Bookseller space for event support, including a professional kitchen and prep area. The Bookseller will be moved to a former archival room on Tier 4. This is a larger space with separate entry which would allow the Bookseller to set its own business hours. The renovated room would incorporate a café, retail space, and kids' area. When Central Library was originally constructed, there were street-level windows on 8th Street which were filled in during renovation in the 1950s. The renderings include re-incorporating the windows to bring natural light and connection into the space. All of the original plaster and details will be patched and repaired. Light fixtures will be replaced with period-appropriate pieces and bookshelves will be constructed to allow clear sightlines. The Historic Preservation Commission is supportive of returning these features back to the original design. The renderings and information will be shared with the full Board. Informational item.

The meeting of the Milwaukee Public Library Board's Building & Development Committee was adjourned at 9:08 a.m. on May 2, 2024.

CAPITAL PROJECTS 2024

Updated 05/01/2024

Project: MPL-C23-002 – (\$64,000)+(\$24,000) MPL Central Fire Alarm Design
Contractor: IBC Engineering and Zimmerman Architects

Project: MPL-C23-003 – (\$397,615) Central E6 Tier elevator modernization
Contractor: MEI

Project: MPL-C24-001 – (\$58,874.00) Central E6 Tier elevator modernization (FA and badge access)
Contractor: JCI

Project: MPL-C23-005 – (\$41,316) Central Roof Replacement (Consultant)
Contractor: Concord Group

Project: MPL-C24-004 – (\$877,595) Central Roof Replacement
Contractor: JRT Top Notch Roofs, (Contract in process)

Project: MPL-24-002 – (\$43,588.90) Central Roof Replacement (Abatement)
Contractor: *Contract Cancelled*, (Badger Remediation), process of rebid.

MLK Library Progress – Building & Development Committee May 2, 2024

Updated Schedule

| | |
|-------------------------|--------------|
| Library Buildout to Bid | 1/29/2024 |
| Bids Due | 5/6/2024 |
| Bid Review & Selection | 5/7/2024 |
| | to 5/14/2024 |
| B & D Committee Meeting | 5/2/2024 |
| MPL Board Approval | 5/28/2024 |
| Shell Turnover | 6/30/2024 |
| Substantial Completion | 01/31/2025 |
| | to 2/28/2025 |
| MLK Day | 1/20/2025 |



MLK Library Progress – Building & Development Committee May 2, 2024



MLK Library Progress – Building & Development Committee May 2, 2024

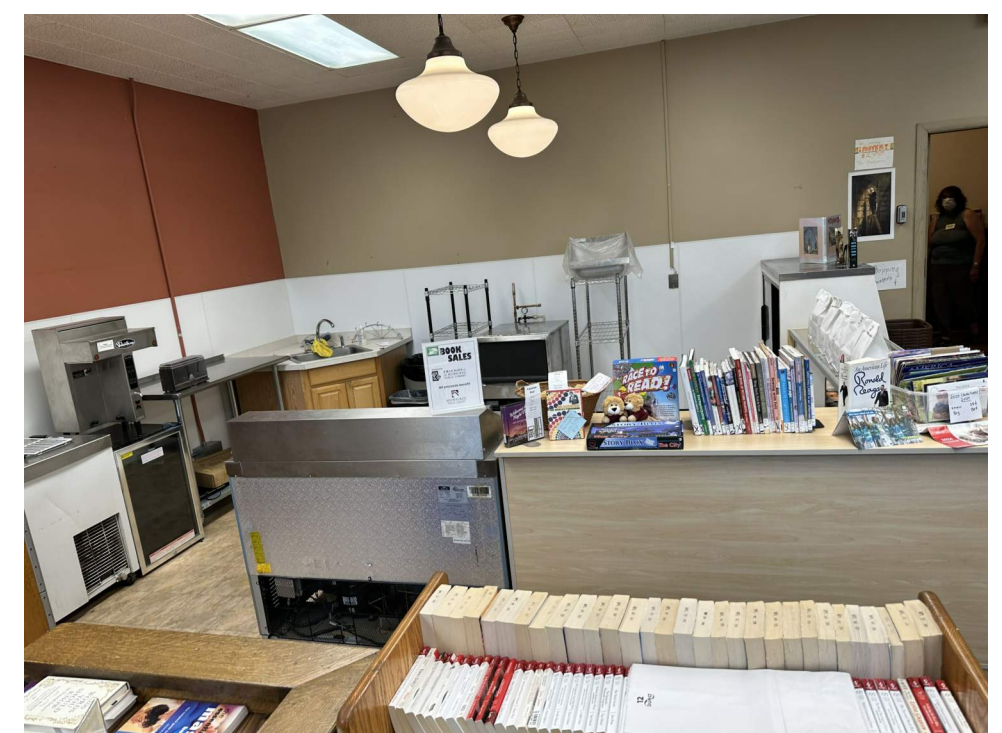


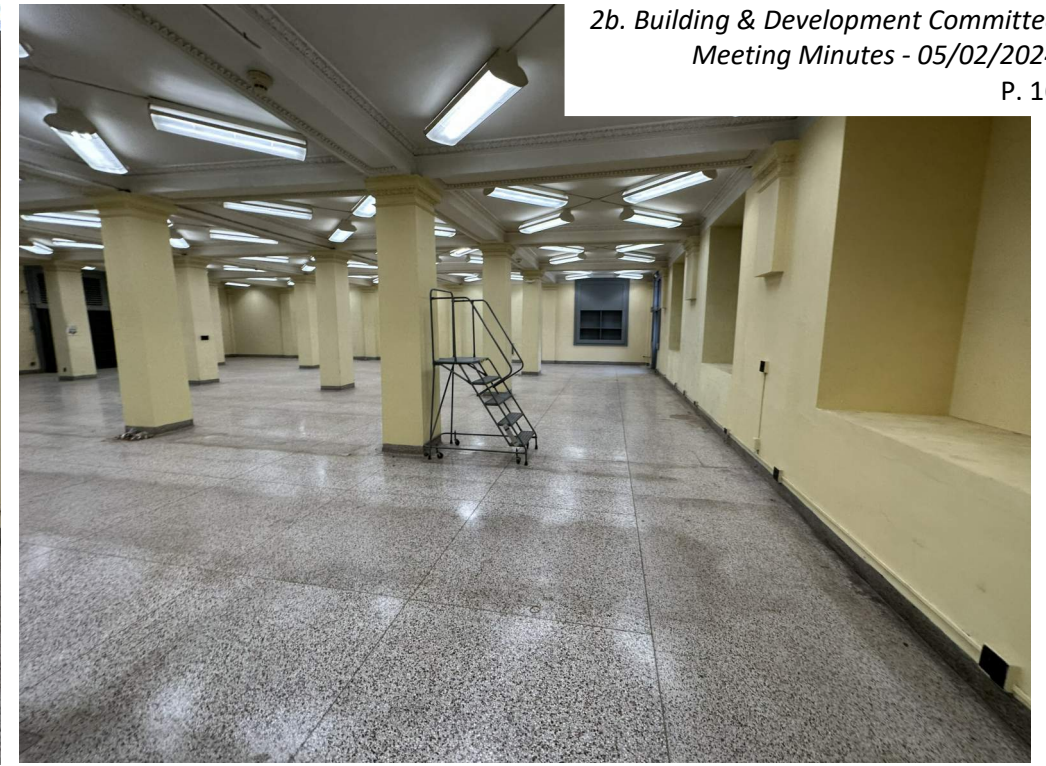
Conceptual Design for a New Bookseller & Café Space within the Milwaukee Public Library Central Branch



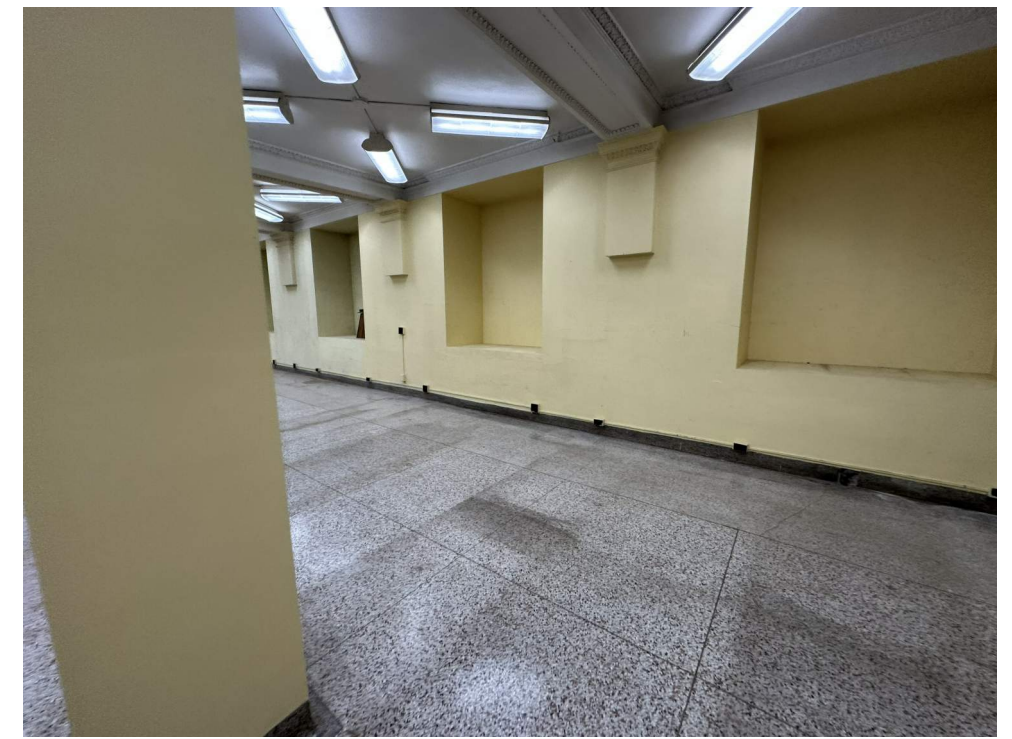
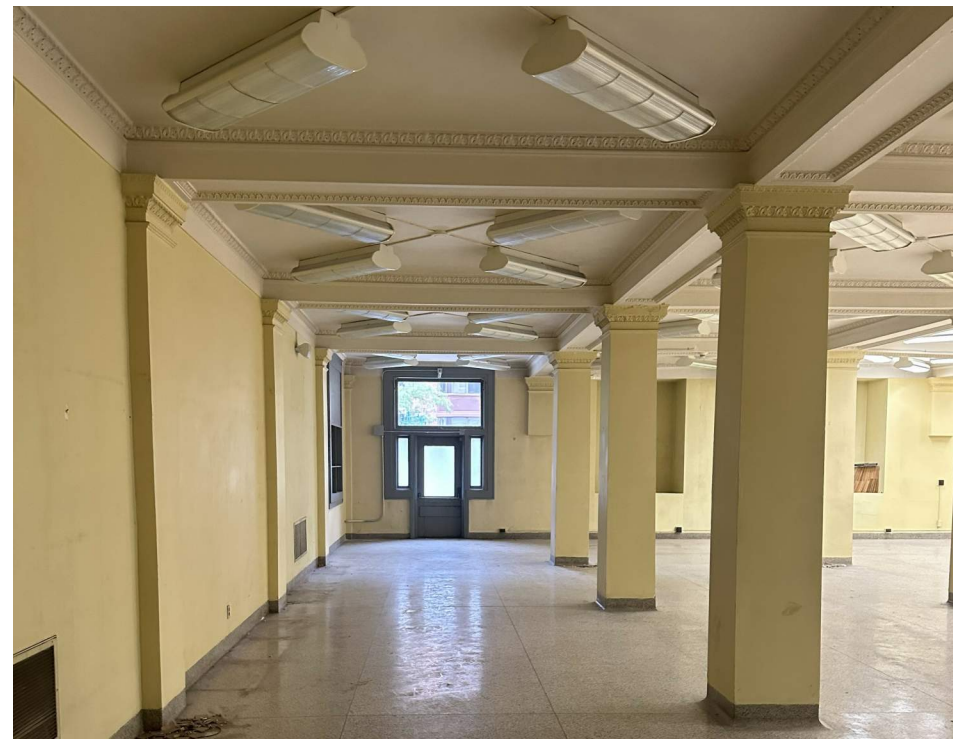


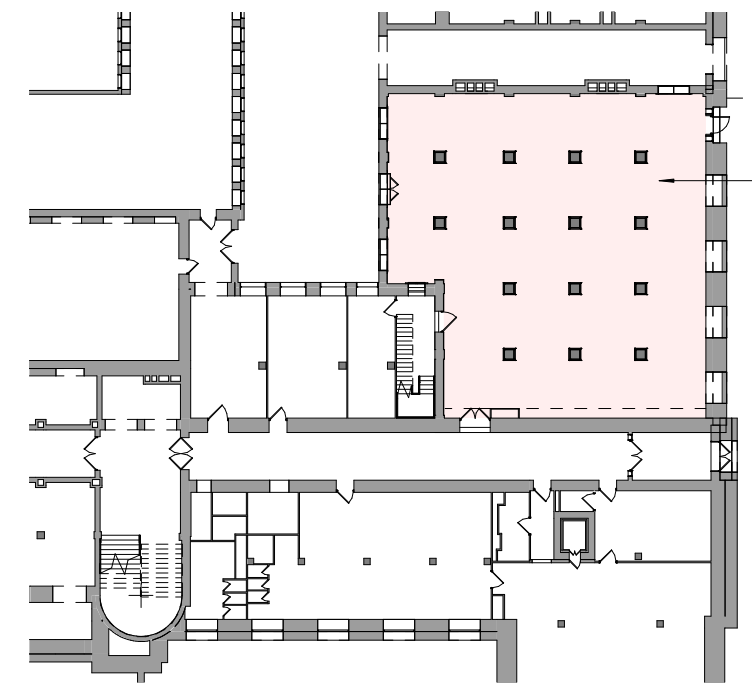
Existing Bookseller Space Photographs



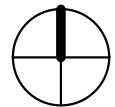
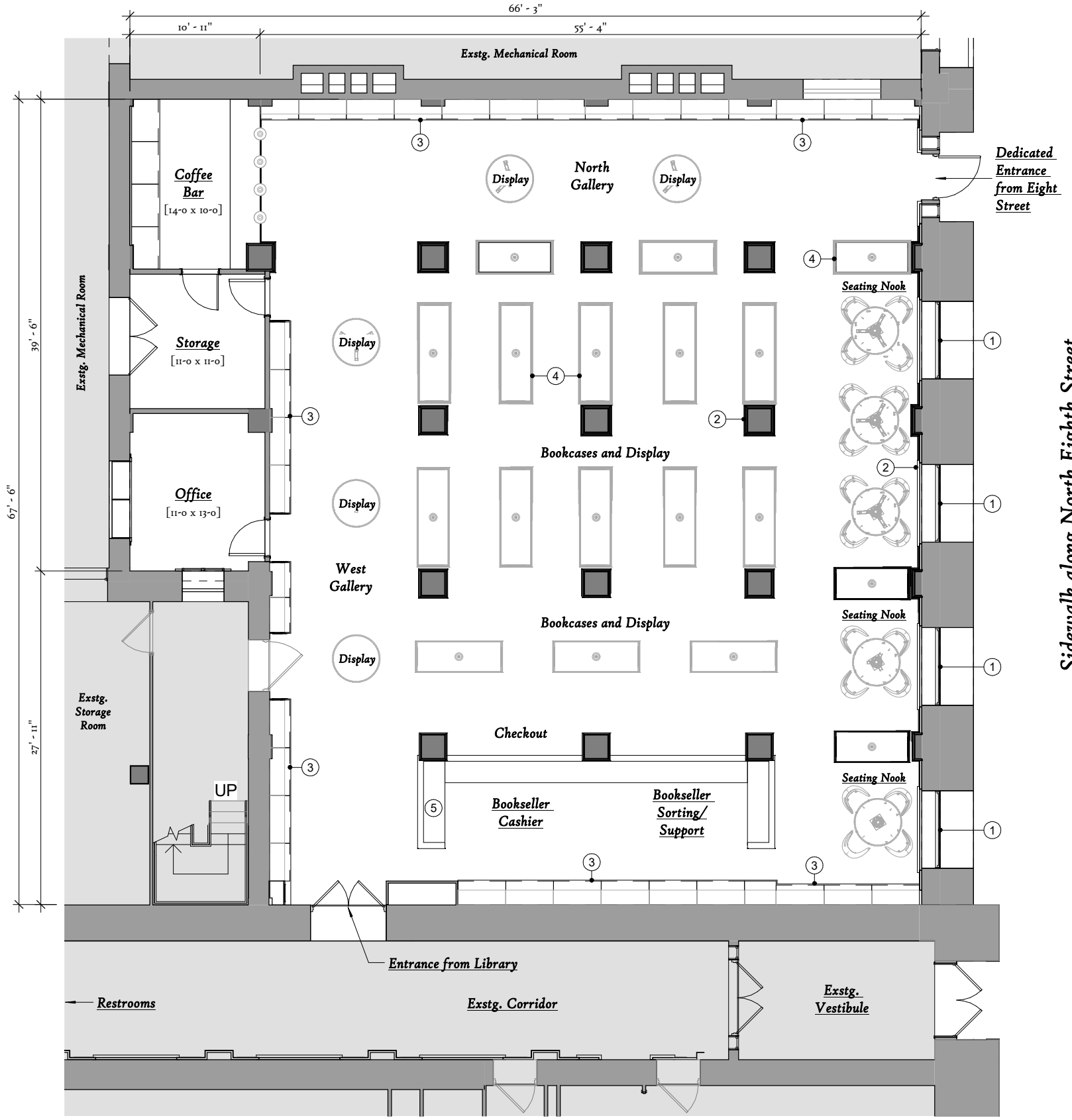
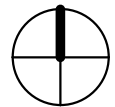


Existing Condition Photographs of Future Bookseller & Cafe Space





2 Partial Lower Level Location Plan
1" = 40'-0"



1 Partial Lower Level Floor Plan - Proposed
3/32" = 1'-0"

| CONCEPTUAL FLOOR PLAN LEGEND | |
|------------------------------|--|
| General Notes: | |
| 1. | All existing original historic construction to remain - including decorative columns, plaster work, mouldings, finishes, flooring, etc. |
| 2. | Existing non-historic fluorescent light fixtures to be replaced with period appropriate lighting. |
| ① | New wood double hung window within existing/original structural opening. Wood window frame, sash, meeting rail and details to match original historic window. Approximate size: -6-6w x 8-2h |
| ② | New wood wainscot wall panels to match original historic wainscot |
| ③ | Full Height Built-in bookcases with integrated lighting |
| ④ | 4' High bookcases with integrated wiring for lamps |
| ⑤ | Salvaged and Reused Cashier Desk from Existing Bookseller Space |

ATTACHMENT A - P. 15 of 34
MPL CONSENT AGENDA
2b. Building & Development Committee
Meeting Minutes - 05/02/2024
P. 17





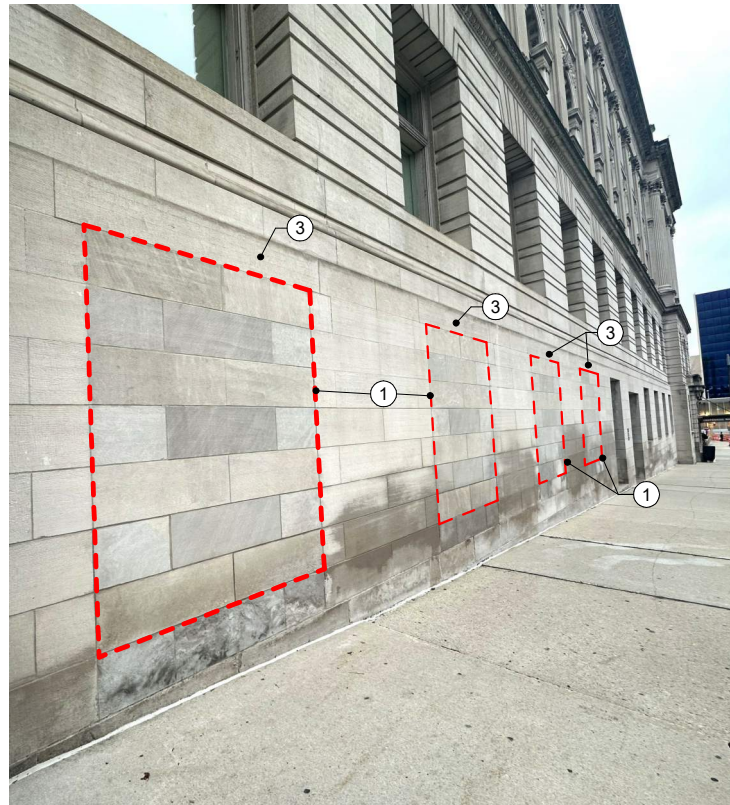








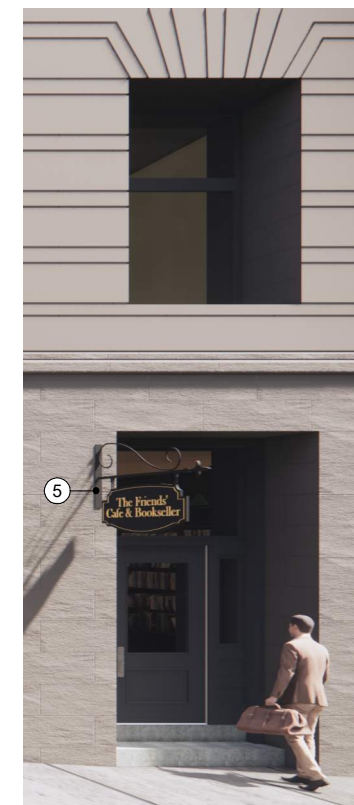




Existing Condition Photograph

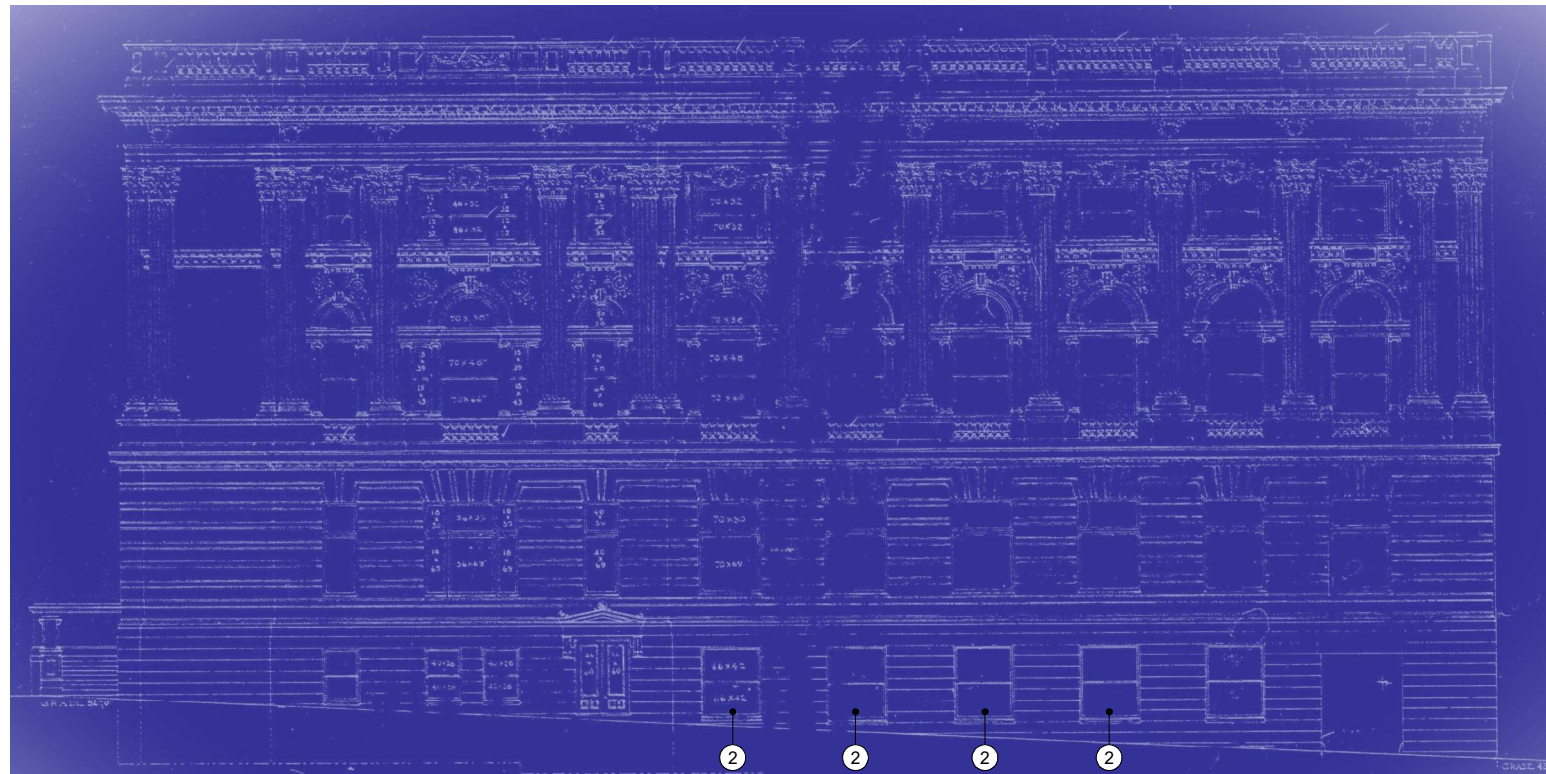


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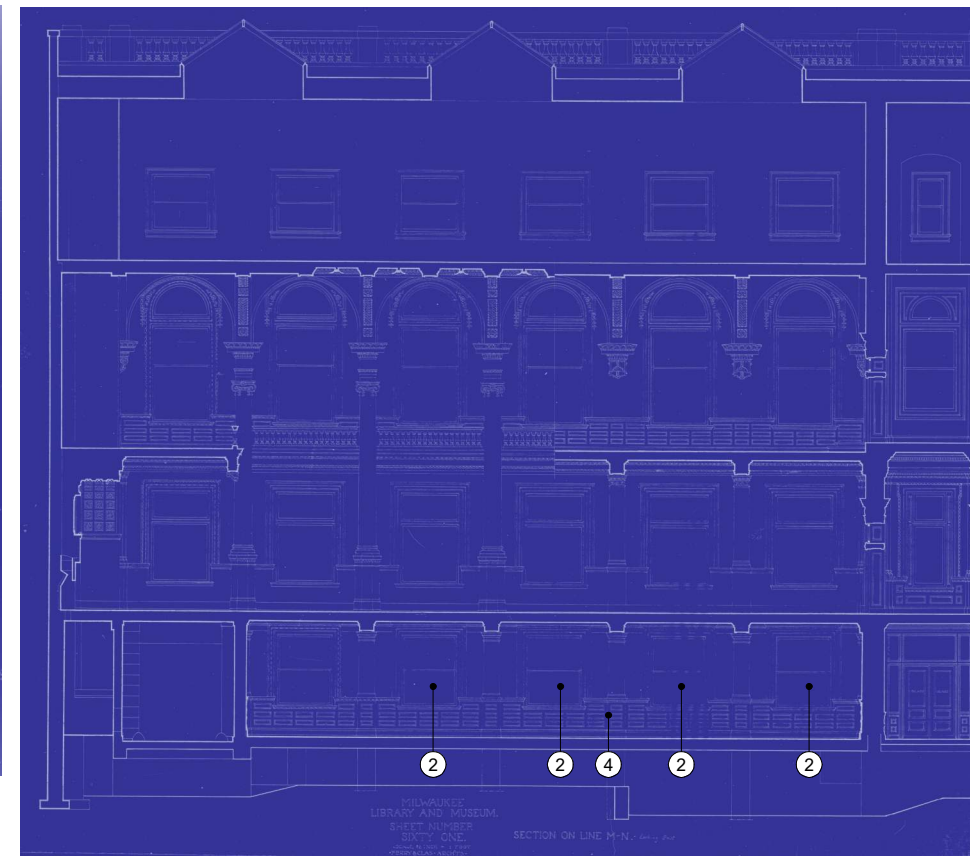


Sign Rendering

- CONCEPTUAL LEGEND**
- ① Infilled Opening where historically windows existed as a part of the original construction. Provide new wood double hung window within existing/original structural opening. Wood window frame, sash, meeting rail and details to match original historic window.
 - ② Original Window shown in Drawing
 - ③ Original Structural Stone Lintel remains intact.
 - ④ Original wainscoting panels shown in Drawing
 - ⑤ New exterior bracketed sign - see rendering



Original Milwaukee Library and Museum Blueprint - Eight Street Elevation



Original Milwaukee Library and Museum Blueprint - Interior Section



Archival Photos of Windows

**Milwaukee Public Library
Financial Report
April 30, 2024**

2024

2023

City Revenues

| | Budget | Received to date | % Received |
|--------------------------------------|----------------------|----------------------|--------------|
| <i>Additional City Appropriation</i> | \$ 28,574,827 | \$ 10,263,596 | 35.9% |
| <i>Fines</i> | \$ 114,500 | \$ 28,923 | 25.3% |
| <i>Lost Materials, etc.</i> | \$ 66,500 | \$ 16,677 | 25.1% |
| <i>MCFLS Contracts</i> | \$ 819,000 | \$ 228,007 | 27.8% |
| Total City Appropriation | \$ 29,574,827 | \$ 10,537,203 | 35.6% |

| | Budget | Received to date | % Received |
|--|----------------------|---------------------|--------------|
| | \$ 26,436,877 | \$ 8,672,660 | 32.8% |
| | \$ 128,000 | \$ 20,024 | 15.6% |
| | \$ 60,000 | \$ 8,893 | 14.8% |
| | \$ 802,414 | \$ 212,665 | 26.5% |
| | \$ 27,427,291 | \$ 8,914,242 | 32.5% |

City Expenses

Salaries & Benefits

| | Budget | Spent to date | % Spent |
|------------------------|---------------------|---------------------|--------------|
| <i>Salaries</i> | \$ 5,973,002 | \$ 2,067,062 | 34.6% |
| <i>Fringe Benefits</i> | \$ 2,687,851 | \$ 888,113 | 33.0% |
| Total | \$ 8,660,853 | \$ 2,955,175 | 34.1% |

| | Budget | Spent to date | % Spent |
|--|----------------------|---------------------|--------------|
| | \$ 14,013,643 | \$ 4,701,052 | 33.5% |
| | \$ 6,306,139 | \$ 2,033,566 | 32.2% |
| | \$ 20,319,782 | \$ 6,734,618 | 33.1% |

Supplies & Services

| | Budget | Spent to date | % Spent |
|--|---------------------|---------------------|--------------|
| <i>General Office Expense</i> | \$ 121,803 | \$ 21,723 | 17.8% |
| <i>Tools & Machinery Parts</i> | \$ - | \$ - | 100.0% |
| <i>Construction Supplies</i> | \$ 16,500 | \$ 14,288 | 86.6% |
| <i>Energy</i> | \$ 847,800 | \$ 202,073 | 23.8% |
| <i>Other Operating Supplies</i> | \$ 252,947 | \$ 79,681 | 31.5% |
| <i>Vehicle Rental</i> | \$ 8,800 | \$ 2,175 | 24.7% |
| <i>Non-Vehicle Equipment Rental</i> | \$ 14,700 | \$ 5,827 | 39.6% |
| <i>Professional Services</i> | \$ 146,600 | \$ 74,762 | 51.0% |
| <i>Information Technology Services</i> | \$ 442,552 | \$ 312,184 | 70.5% |
| <i>Property Services</i> | \$ 1,418,038 | \$ 628,019 | 44.3% |
| <i>Infrastructure Services</i> | \$ 38,500 | \$ 125,029 | 324.8% |
| <i>Vehicle Repair Services</i> | \$ - | \$ - | 100.0% |
| <i>Other Operating Services</i> | \$ 146,239 | \$ 39,516 | 27.0% |
| <i>Reimburse Other Departments</i> | \$ 108,600 | \$ (2,979) | -2.7% |
| Total | \$ 3,563,079 | \$ 1,502,298 | 42.2% |

| | Budget | Spent to date | % Spent |
|--|---------------------|---------------------|--------------|
| | \$ 111,700 | \$ 13,522 | 12.1% |
| | \$ 19,000 | \$ 10,427 | 54.9% |
| | \$ 26,000 | \$ 5,750 | 22.1% |
| | \$ 687,800 | \$ 171,714 | 25.0% |
| | \$ 248,019 | \$ 70,142 | 28.3% |
| | \$ 9,000 | \$ 3,412 | 37.9% |
| | \$ 22,000 | \$ 11,306 | 51.4% |
| | \$ 180,751 | \$ 89,284 | 49.4% |
| | \$ 417,642 | \$ 192,624 | 46.1% |
| | \$ 1,273,520 | \$ 454,744 | 35.7% |
| | \$ 33,000 | \$ 63,140 | 191.3% |
| | \$ - | \$ - | 100.0% |
| | \$ 157,100 | \$ 33,699 | 21.5% |
| | \$ 105,000 | \$ (2,307) | -2.2% |
| | \$ 3,290,532 | \$ 1,117,457 | 34.0% |

Equipment

| | Budget | Spent to date | % Spent |
|--------------------------|---------------------|-------------------|--------------|
| <i>Library Materials</i> | \$ 1,827,000 | \$ 639,995 | 35.0% |
| <i>IT Equipment</i> | \$ 522,032 | \$ 155,456 | 29.8% |
| <i>Other</i> | \$ 86,563 | \$ 13,220 | 15.3% |
| Total | \$ 2,435,595 | \$ 808,671 | 33.2% |

| | Budget | Spent to date | % Spent |
|--|---------------------|-------------------|--------------|
| | \$ 1,757,000 | \$ 515,233 | 29.3% |
| | \$ 358,187 | \$ 37,078 | 10.4% |
| | \$ 83,202 | \$ 881 | 1.1% |
| | \$ 2,198,389 | \$ 553,192 | 25.2% |

Other Departmental Appropriation

| | Budget | Spent to date | % Spent |
|---|-------------------|-------------------|--------------|
| <i>Villard Square Property Payment</i> | \$ 9,800 | \$ - | 0.0% |
| <i>East Property Payment</i> | \$ 5,300 | \$ 5,300 | 100.0% |
| <i>Mitchell Street Property Payment</i> | \$ 74,000 | \$ 27,000 | 36.5% |
| <i>Good Hope Property Payment</i> | \$ 45,000 | \$ - | 0.0% |
| <i>Contingent Energy Financing</i> | \$ 136,200 | \$ 68,076 | 50.0% |
| Total | \$ 270,300 | \$ 100,376 | 37.1% |

| | Budget | Spent to date | % Spent |
|--|-------------------|------------------|--------------|
| | \$ 8,300 | \$ 500 | 0.0% |
| | \$ 4,000 | \$ 4,000 | 0.0% |
| | \$ 72,000 | \$ 13,500 | 18.8% |
| | \$ 45,000 | \$ - | 0.0% |
| | \$ 133,500 | \$ 66,742 | 50.0% |
| | \$ 262,800 | \$ 84,742 | 32.2% |

ARPA Revenue Replacement

| | Budget | Spent to date | % Spent |
|----------------------------|----------------------|----------------------|--------------|
| <i>Operating Expenses</i> | \$ 14,645,000 | \$ 5,170,683 | 35.3% |
| Total | \$ 14,645,000 | \$ 5,170,683 | 35.3% |
| Total City Expenses | \$ 29,574,827 | \$ 10,537,203 | 35.6% |

| | Budget | Spent to date | % Spent |
|--|----------------------|---------------------|--------------|
| | \$ 1,355,788 | \$ 424,233 | 31.3% |
| | \$ 1,355,788 | \$ 424,233 | 31.3% |
| | \$ 27,427,291 | \$ 8,914,242 | 32.5% |

**Milwaukee Public Library
Financial Report
April 30, 2024**

2024

2023

Additional Funding Sources

Grants

| | Budget | Spent to date | % Spent |
|--------------------------------|---------------------|-------------------|--------------|
| <i>WTBBL Jul '23 - Jun '24</i> | \$ 1,004,300 | \$ 765,839 | 76.3% |
| <i>ILS Jul '23 - Jun '24</i> | \$ 223,350 | \$ 87,076 | 39.0% |
| Total | \$ 1,227,650 | \$ 852,915 | 69.5% |

| | Budget | Spent to date | % Spent |
|--|---------------------|-------------------|--------------|
| | \$ 1,136,100 | \$ 758,995 | 66.8% |
| | \$ 108,650 | \$ 89,431 | 82.3% |
| | \$ 1,244,750 | \$ 848,426 | 68.2% |

Trust Funds

| | Budget | Spent to date | % Spent |
|--------------------------|-------------------|------------------|--------------|
| <i>Materials</i> | \$ 134,000 | \$ 70,996 | 53.0% |
| <i>Programming</i> | \$ 42,000 | \$ 8,806 | 21.0% |
| <i>Training</i> | \$ 20,000 | \$ 1,983 | 9.9% |
| <i>Marketing</i> | \$ 35,000 | \$ - | 0.0% |
| <i>Contingency</i> | \$ 4,000 | \$ - | 0.0% |
| <i>Board Development</i> | \$ 4,000 | \$ 384 | 9.6% |
| <i>Strehlow 50+</i> | \$ 29,756 | \$ 1,653 | 5.6% |
| <i>Staffing Study</i> | \$ 28,000 | \$ - | 0.0% |
| Total | \$ 296,756 | \$ 83,822 | 28.2% |

| | Budget | Spent to date | % Spent |
|--|-------------------|------------------|--------------|
| | \$ 124,000 | \$ 70,285 | 56.7% |
| | \$ 38,000 | \$ 8,193 | 21.6% |
| | \$ 18,000 | \$ 6,760 | 37.6% |
| | \$ 32,000 | \$ - | 0.0% |
| | \$ 4,000 | \$ 287 | 7.2% |
| | \$ 4,000 | \$ 532 | 13.3% |
| | \$ 37,319 | \$ 331 | 0.9% |
| | \$ - | \$ - | 100.0% |
| | \$ 257,319 | \$ 86,388 | 33.6% |

Foundation Contributions

| | Budget | Spent to date | % Spent |
|--------------------|---------------------|-------------------|--------------|
| <i>Materials</i> | \$ 225,817 | \$ 17,040 | 7.5% |
| <i>Programming</i> | \$ 1,437,759 | \$ 190,814 | 13.3% |
| Total | \$ 1,663,576 | \$ 207,854 | 12.5% |

| | Budget | Spent to date | % Spent |
|--|---------------------|-------------------|--------------|
| | \$ 419,572 | \$ 13,150 | 3.1% |
| | \$ 1,052,485 | \$ 246,488 | 23.4% |
| | \$ 1,472,057 | \$ 259,638 | 17.6% |

Investments

U.S. Bank National Assoc. Commercial Paper (rated A1) confirmation #327154356 dated 04/19/24 and maturing 05/20/24 at a rate of 2.00%...\$300,000

Director's Report

May Activities

Johnson attended the opening for the exhibit "Same Game Different Smokers," a smoking prevention and cessation initiative led by the African American Tobacco Control Leadership Council, and in partnership with the Wisconsin African American Tobacco Prevention Network. MPL is hosting the exhibit at the Washington Park branch until June 29.

Johnson and other team members were invited to assist VisitMKE team members in an effort to secure a commitment from the Association of Rural and Small Libraries to hold their annual conference in Milwaukee in 2027. Milwaukee is now being considered as a finalist.

The Mitchell Street branch team and Community Kitchen Coordinator Sharrie Agee hosted Wisconsin State Superintendent Jill Underly as a guest for the highly popular Teen Snack Hack, a weekly educational program. Johnson joined Underly to observe and participate with community members in the lesson for the day, followed by a hearty meal, prepared by Agee and served by the Teen Intern and Teen Volunteer. MPL was one of many libraries in SE Wisconsin that Underly visited as part of her tour.

Johnson and other team members supported the launch of OneMKE, funded by the Cities Forward Civic Literacy grant, one of many Mayoral priorities that MPL is supporting. She also continues to co-lead the King branch design team and leads the MPL Broadband Project work group. Meetings for both are ongoing and progress toward goals is incremental.

She met with officials from Marquette University's Office of Community Engagement and their Chief of Police to discuss changes regarding MU's law enforcement zoning and alternative supports for MPL staff who must often interact with individuals who suffer from mental illness and homelessness.

Johnson continues to do outreach and serve the community through her involvement with partners and various organizations including meetings and events with the Westtown Association Board, Milwaukee Broadband Partnership, the Rotary Club of Milwaukee, Baird Center opening events, Milwaukee Public Museum groundbreaking, the Wisconsin Marine Historical Society annual spring meeting and selected inaugural events.

She works to maintain good Common Council relations and reached out to the new incoming Alderpersons and the Community & Economic Development Committee members in advance of her confirmation hearing. So far, four meetings are either scheduled or completed.

Johnson's attendance at the Milwaukee County Federated Library System's monthly Board meetings and the quarterly board meetings of the Friends of the MPL and the Milwaukee Public Library Foundation is ongoing. She occasionally meets with individual Board members and recently did so with a Friends board member, whose support to MPL has been invaluable.

Summary of **VIRTUAL and IN-PERSON PROGRAMS:**
April 2024

MPL HELPS PEOPLE READ

La Espiritualidad Book launch with Author Julio Landron. Local actor, teacher, and now author Julio Axel Landrón has worked with Christian Faith Publishing to bring print copies of his book to fruition. *La Espiritualidad: La Formula para Sobrepasar la Tempestad*, is a Spanish-language narrative on how spiritualism can help guide people out of difficulty. Attendees enjoyed his bilingual presentation at Mitchell Street Branch Library, where he launched his book at the Library location where he wrote much of it. Attendance: 15

Fentanyl, Inc. and the Opioid Crisis with Author Benjamin Westhoff. A deeply human story, Fentanyl, Inc. is the first deep-dive investigation of a hazardous and illicit industry that has created a worldwide epidemic, ravaging communities and overwhelming and confounding government agencies that are challenged to combat it. "A whole new crop of chemicals

is radically changing the recreational drug landscape," writes Ben Westhoff. "These are known as Novel Psychoactive Substances (NPS) and they include replacements for known drugs like heroin, cocaine, ecstasy, and marijuana. They are synthetic, made in a laboratory, and are much more potent than traditional drugs. Resource tables were also present with Fentanyl testing strips and local referrals for addiction recovery. Attendance: 17

MPL HELPS PEOPLE LEARN

Branching Out: Mid-Century Architecture & The Modern Library. On April 9, Docomomo and the Wisconsin Architectural Archive collaborated on a program held in the Rare Books of Central Library. Local historian Emily Hankins gave a lecture on the ten MPL branch librarians built between 1953-1971 and their architectural significance. Attendance: 44

Zine Fest Rare Books Room Open House. The Richard E. and Lucile Krug Rare Books Room is open from the hours of noon-3pm during Milwaukee Zine Fest. We are showcasing zines from our rarities collection along with some supplemental materials including periodicals such as *Kaleidoscope*, *Amazon*, and Science Fiction fan zines. Attendance: 237

Celebrate Vel Phillips: Documentary Screening and Discussion. This event was hosted in celebration of the 100th anniversary of the birth of Wisconsin's legendary political, social, and cultural leader, Vel R. Phillips at East Branch Library. The first portion of the evening was a screening of the Wisconsin Public Television documentary *Vel Phillips: Dream Big Dreams*, which told the story of one remarkable woman and the struggles she undertook to build a better community. After the screening, a conversation followed with HYFIN Radio Host Element Everest-Blanks and Vel's son, attorney Michael Phillips. During the discussion, there was an opportunity to create a beautiful Vel Phillips-inspired bookmark. Attendance: 26

Container Gardening Throughout the Year. With gardening expert Melinda Myers. Use container gardens to boost the color and seasonal interest in any size landscape, garden, balcony, or deck. With your budget in mind, we will explore attractive combinations of trees, shrubs, flowers, edible plants, and those that attract pollinators. Plus, you'll learn strategies for extending your enjoyment year-round by transforming all or a portion of the container planting with the changing seasons. Attendance (live): 241

MPL HELPS PEOPLE CONNECT

Milwaukee Zine Fest. Founded in 2008, MZF is an annual explosion of zine-focused wonder in the form of a boisterous festival featuring over 100 vendors from across the country. It's always free to attend, and always super fun for all ages. The single day event is held at the Milwaukee Central Library, and packed with opportunities to explore and purchase various forms of DIY and independent publishing presented by diverse artists, writers, illustrators, photographers, poets-and more! The festival also features hands on experiences and workshops throughout the day for attendees of all ages, backgrounds, and experiences. Attendance: 2,849

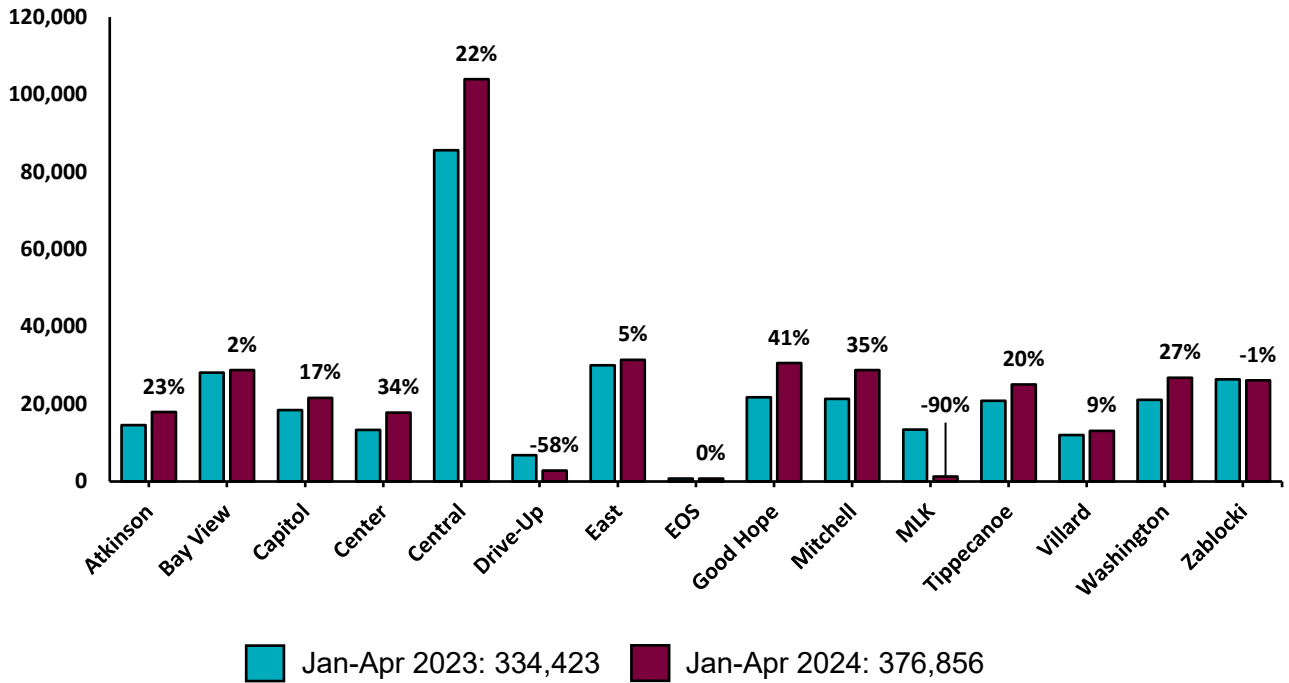
5th Annual Deaf Story Slam. The 5th Annual Deaf Stories Project StorySlam was an evening of true and personal stories told by Deaf community members. Storytellers shared stories on the night's theme, which was "Deaf Eye" this year. ASL to Spoken English Interpretation was provided for hearing attendees. The event was a wonderful gathering of a diverse group of Deaf community members, along with hearing attendees of all ages, backgrounds, and experiences. Attendance: 107

Snack Hack: 2.0. Snack Hack: 2.0 is a food and nutrition literacy adult program offered as weekly sessions designed to teach all aspects of food: nutritional elements, food groups, cooking principles, history of food, how food is grown, cultural connections to what we eat, how food works in our bodies and methods on how to prepare meals at home. Sessions include a cooking demonstration and a snack for attendees. April began with learning portion sizes and strategies for self-discipline when balancing food components. Attendance: 25 (for four sessions)

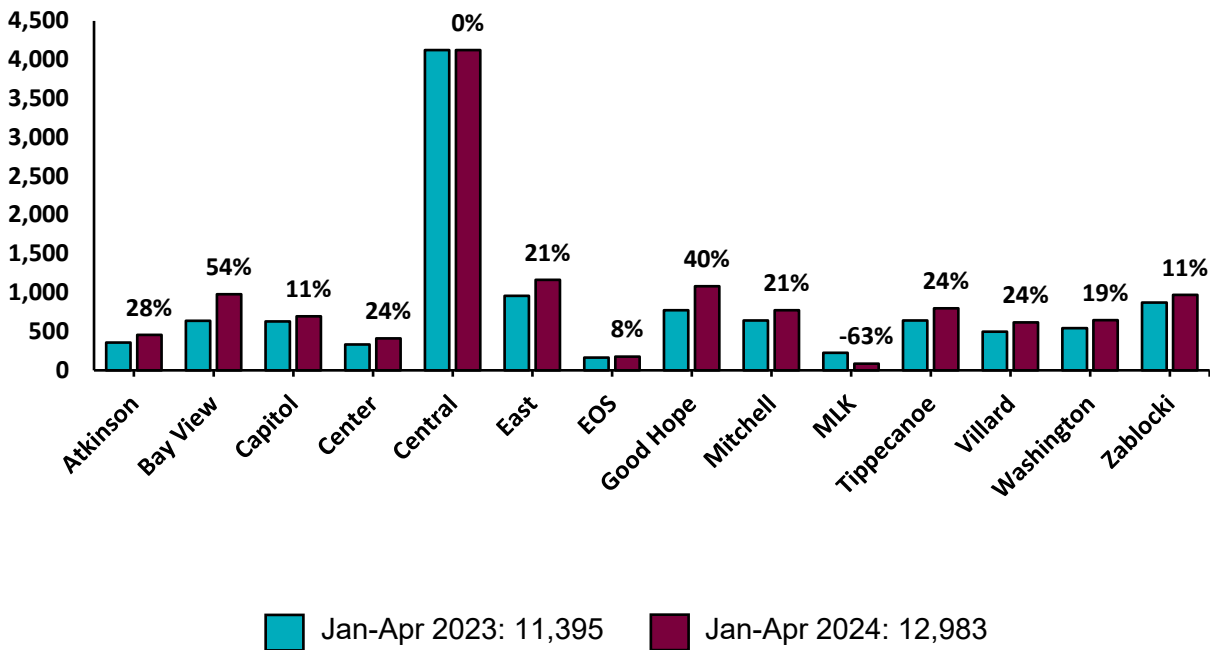
Teen Trades & Tech Fair. Good Hope branch hosted MPL's inaugural Teen Trades & Tech Fair to support young adults who are not planning on college. Participants connected with eight employers that offer apprenticeships and/or training programs. Staff from Atkinson, Capitol, Good Hope, Martin Luther King, and Villard Square collaborated to contact employers and ensure the event went smoothly. Atkinson, Central, Good Hope, and Villard Square branches hosted Drop-In Resume Help for Teens in previous months to support this program. Attendance: 43

Total attendance for 134 programs: 4,415

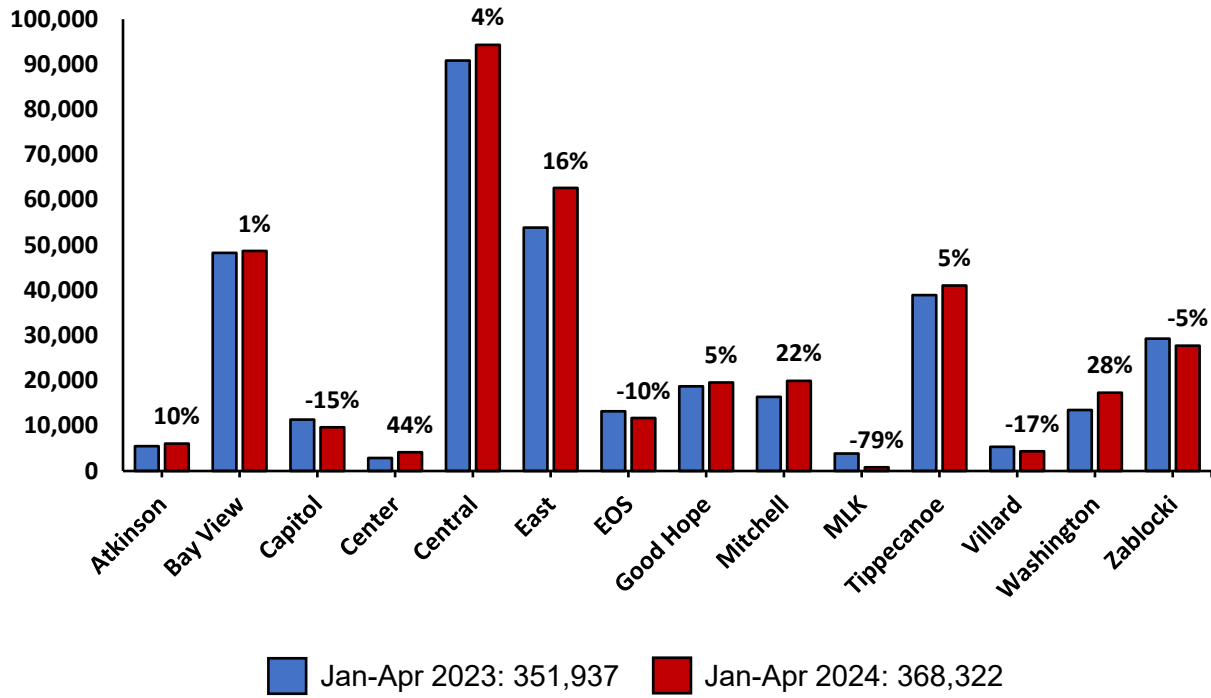
Patron Visits



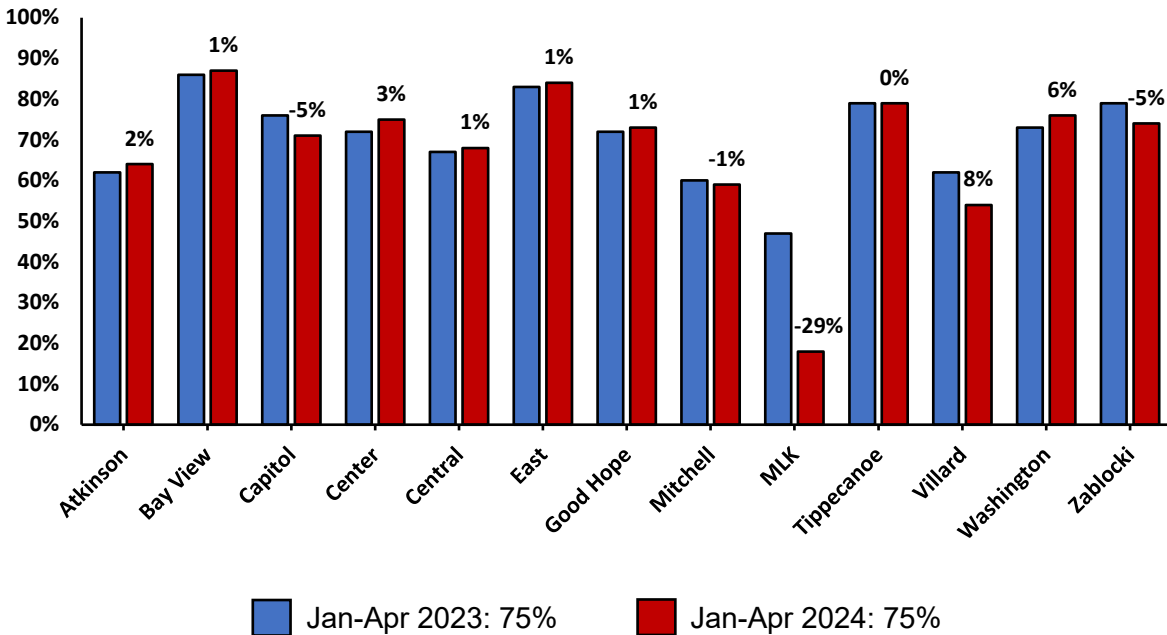
Registration



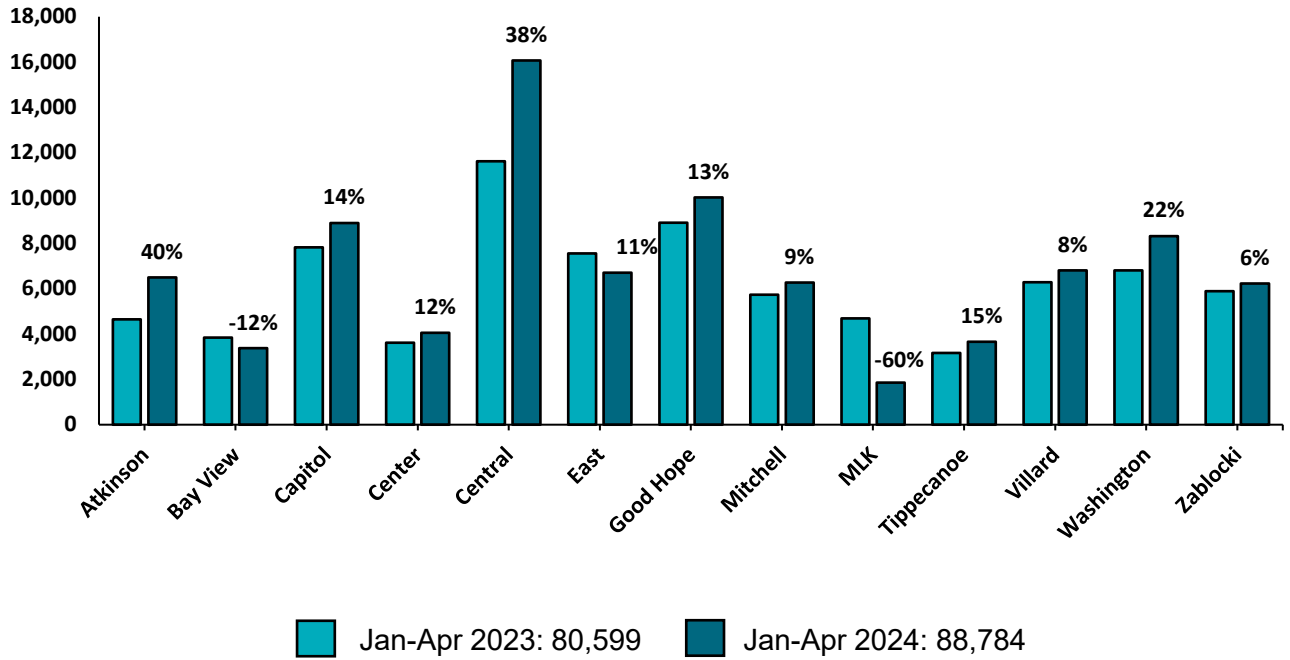
Traditional Circulation



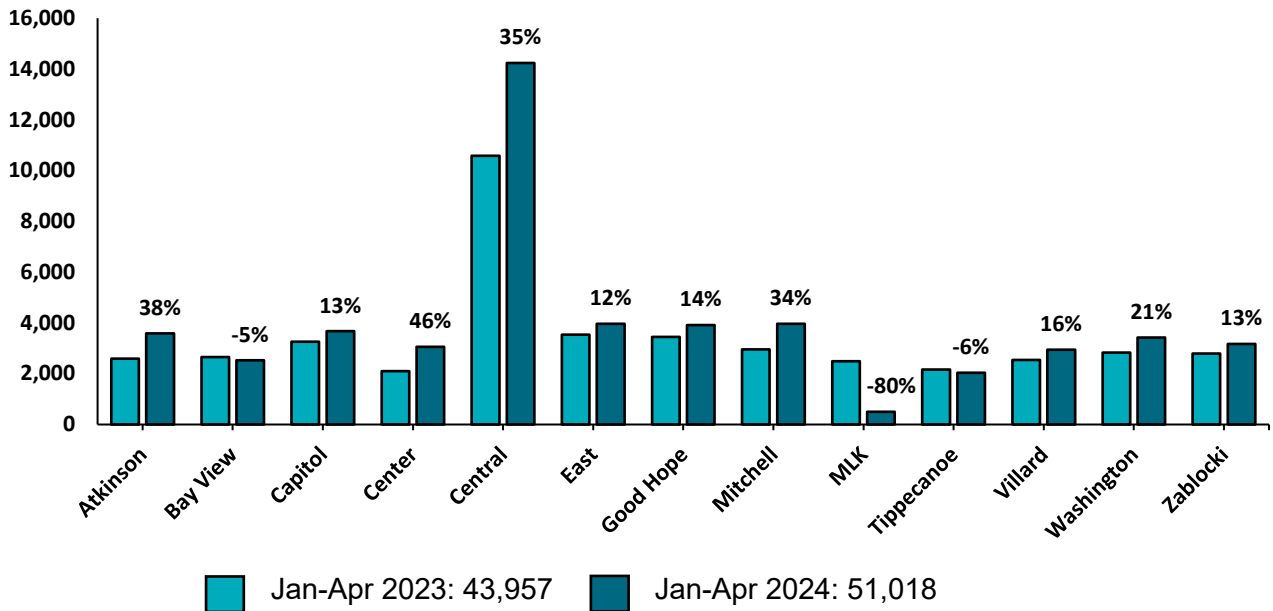
Self-Checkout



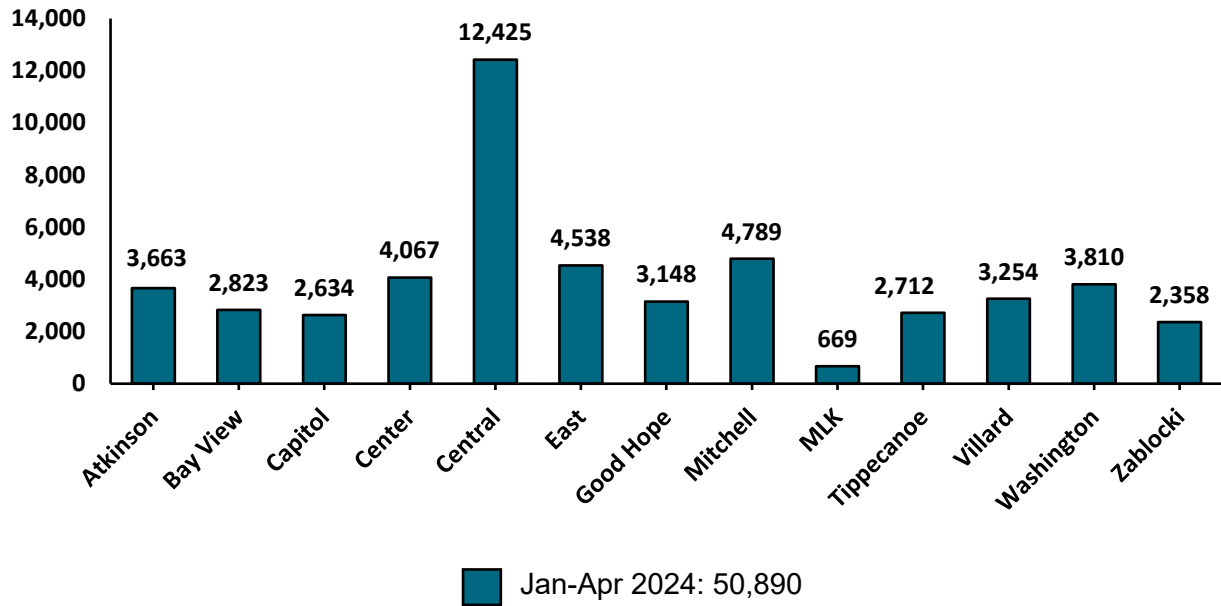
Print/Copy/Fax/Scan Jobs



Public Computer Sessions



Wi-Fi Unique Users



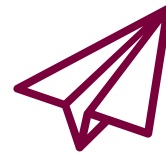
Ready Reference



16,452
Call Sessions
Last Year: 16,363



565
Chat Sessions
Last Year: 840

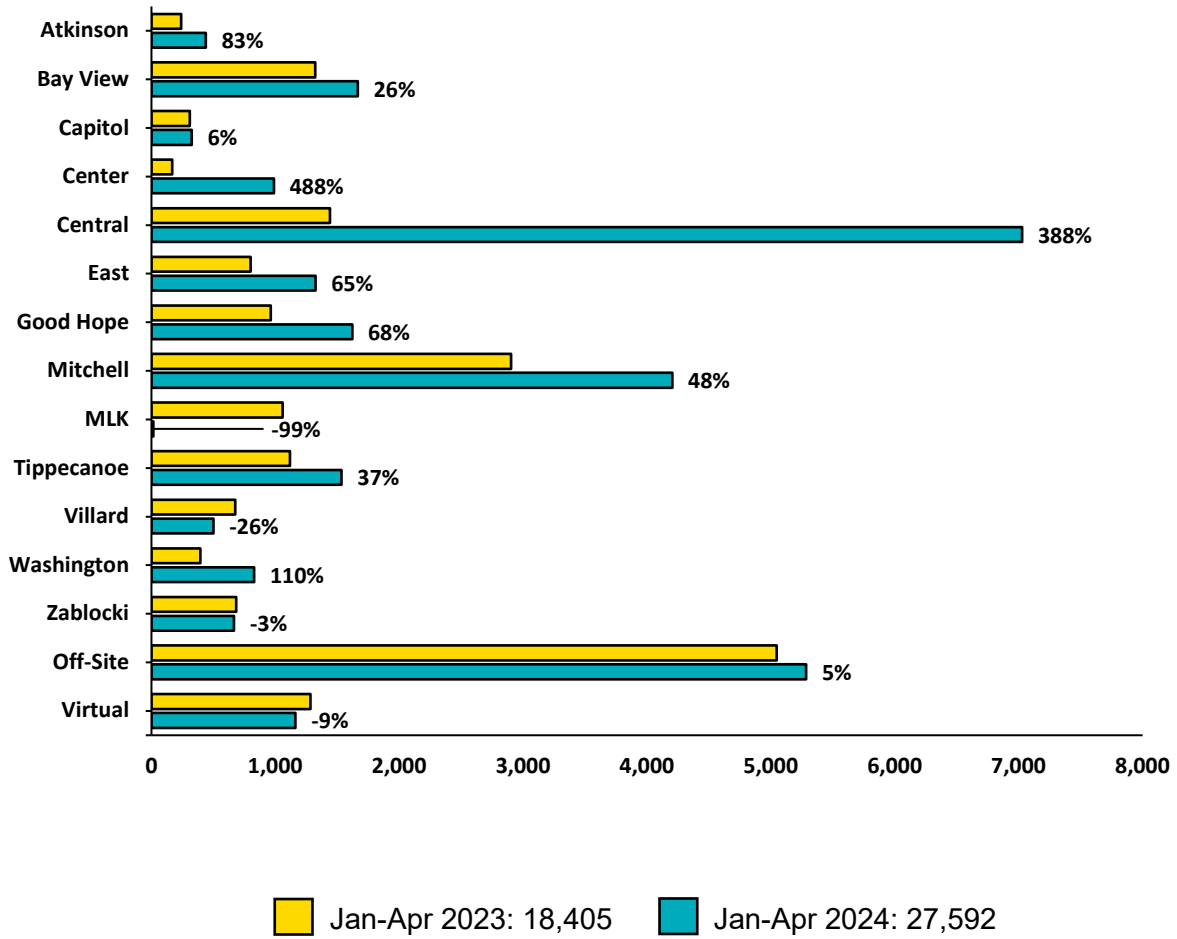


826
Email Sessions
Last Year: 576

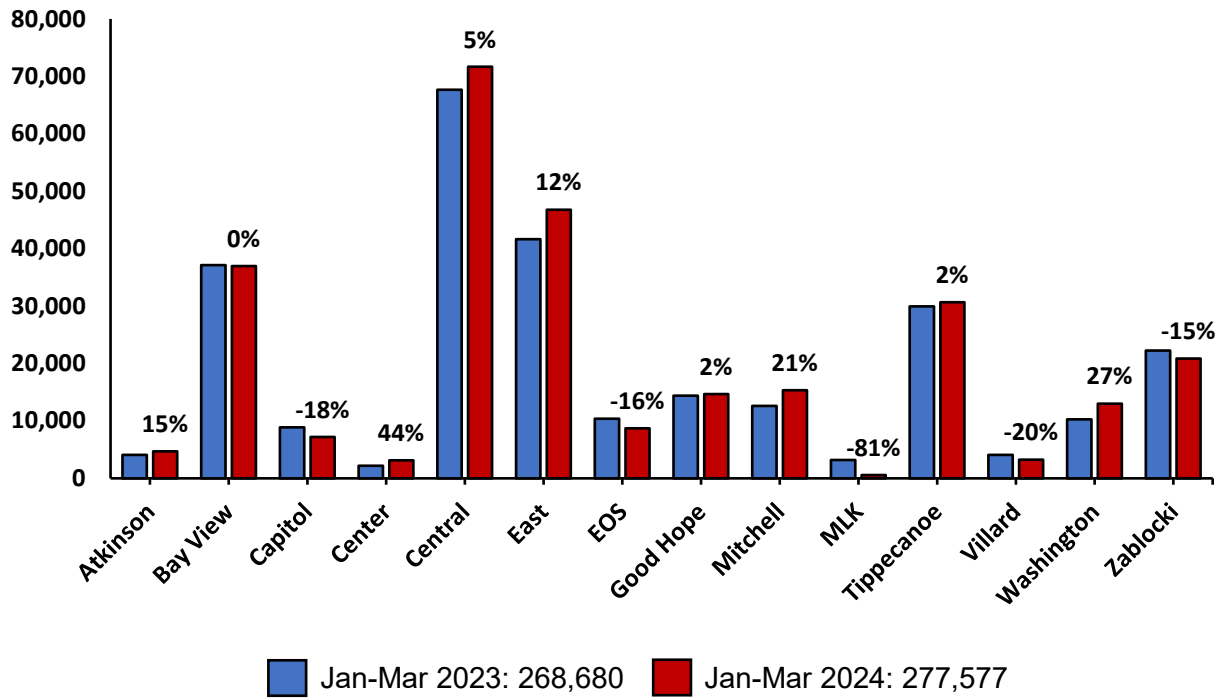
eCirculation

| Platform | Jan-Apr 2023 | Jan-Apr 2024 | Change |
|----------------|----------------|----------------|------------|
| Freegal Music | 60,732 | 44,503 | -27% |
| Hoopla Digital | 19,972 | 27,500 | +37% |
| Kanopy | 5,115 | 9,287 | +82% |
| OverDrive | 127,075 | 158,284 | +25% |
| Total | 212,894 | 239,574 | 13% |

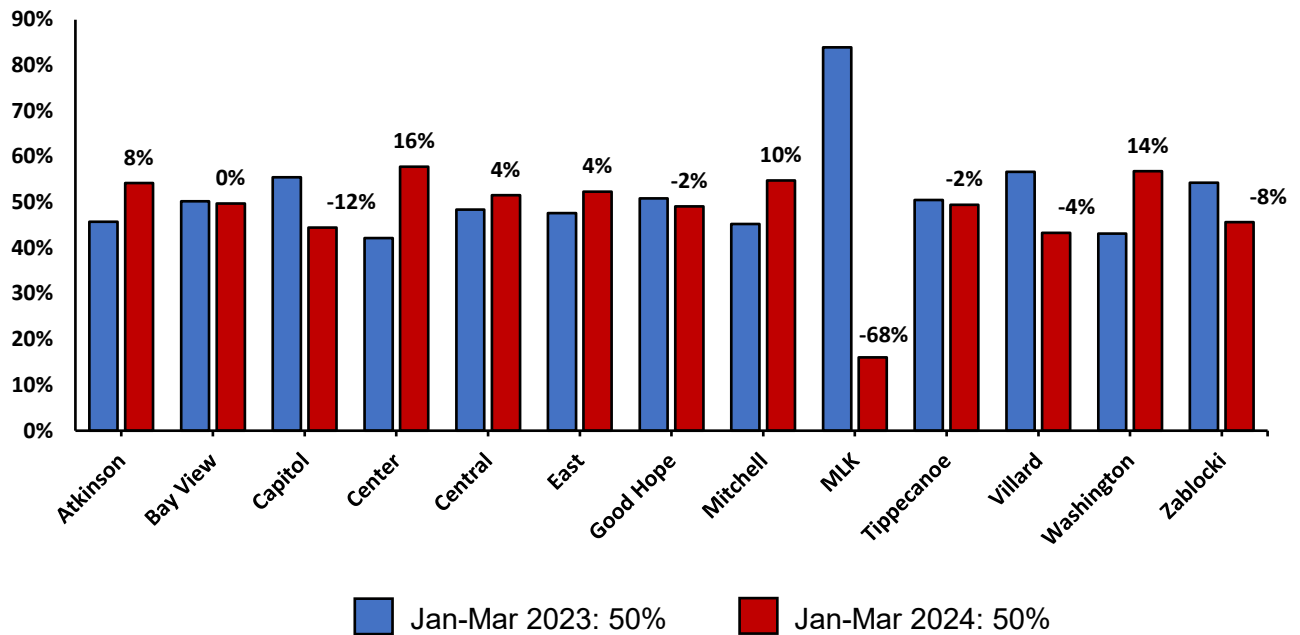
Program Attendance



Traditional Circulation



Self-Checkout



**MILWAUKEE PUBLIC LIBRARY
BOARD OF TRUSTEES
SERVICES & PROGRAMS COMMITTEE
MINUTES**

Wednesday, May 1, 2024

Video Conference Call by Microsoft Teams

PRESENT: Chair Ald. Milele Coggs, Michael Morgan Felicia, Saffold, Joan Johnson

EXCUSED: Erika Siemsen, Kathleen Vincent

OTHERS

PRESENT: MPL: Chantel Clark, Dan Keeley, Carlos Lopez, Joey McMahon, Jennifer Meyer-Stearns, Karli Pederson, Marion Royal, Rebecca Schweisberger, Emily Vierya

Chair Coggs called the MPL Board of Trustees Services and Programs Committee meeting to order at 4:07 p.m. on Wednesday, May 1, 2024 with a quorum present. All Trustees and presenters participated by video conference.

1. **Committee Meeting Minutes Review**. Chair Coggs entertained a motion to accept the minutes from the March 6, 2024 meeting, listed as Attachment A of the agenda. Trustee Siemsen moved to approve the minutes; Trustee Morgan seconded. Motion passed.
2. **Safety Report**. Security Manager Carlos Lopez reported on security incidents at MPL locations and reviewed the data charts. The charts and narrative report are attached at the end of these minutes. Informational item.
3. **CountyCat Update**. Library Services Manager (Copy Cataloging and Database Maintenance) Emily Vierya presented an update about the public catalog service provided by the Milwaukee County Federated Library System (MCFLS). In 2021-22, MCFLS convened member library committees to review staff-facing and public-facing catalog tools. MCFLS renewed the contract for the staff-facing platform, Sierra. The contract for the patron-facing catalog was awarded to Bywater Solutions for the Aspen platform. The new system will go live on June 20th. Patrons will be invited to test the new system before it is implemented. Informational item.
4. **New MPL Policy Approval Request**. Library Information Services Manager Dan Keeley presented a request to create a new MPL policy related to the Children's Information Protection Act (CIPA), listed as Attachment B of the agenda. MPL is a recipient of the federally funded E-Rate Program, which provides discounts to qualifying schools and libraries for telecommunications, internet access, and internal connections. In the current 5-year E-Rate cycle, MPL will receive a total of approximately \$1M. To be eligible for E-Rate, participants must have a CIPA-compliant internet safety policy and hold a public hearing regarding the policy. In 2001, the MPL Board held a public hearing on MPL's public access internet policy related to CIPA and updated the Computer Use Guidelines Policy. The Computer Use Guidelines Policy outlines acceptable use/terms of service for patrons, including internet safety. Library administration recommends creating a new, separate policy to officially codify MPL's internet safety policy, particularly as it relates to CIPA. Trustee Morgan moved to authorize MPL staff to create the policy as described. Trustee Siemsen seconded. Motion passed.
5. **MPL Policy Revision Approval Request**. Associate Director of Strategic Initiatives and Public Services Chantel Clark presented the revised meeting room use policy, listed as Attachment C of the agenda. Ms. Clark offered thanks to the public services leadership team, Deputy Library Director Jennifer Meyer-Stearns, and the Administrative Support Team in the Business Office. The policy was updated in response to staff feedback and recommendations from the City-sponsored Ernst & Young efficiency

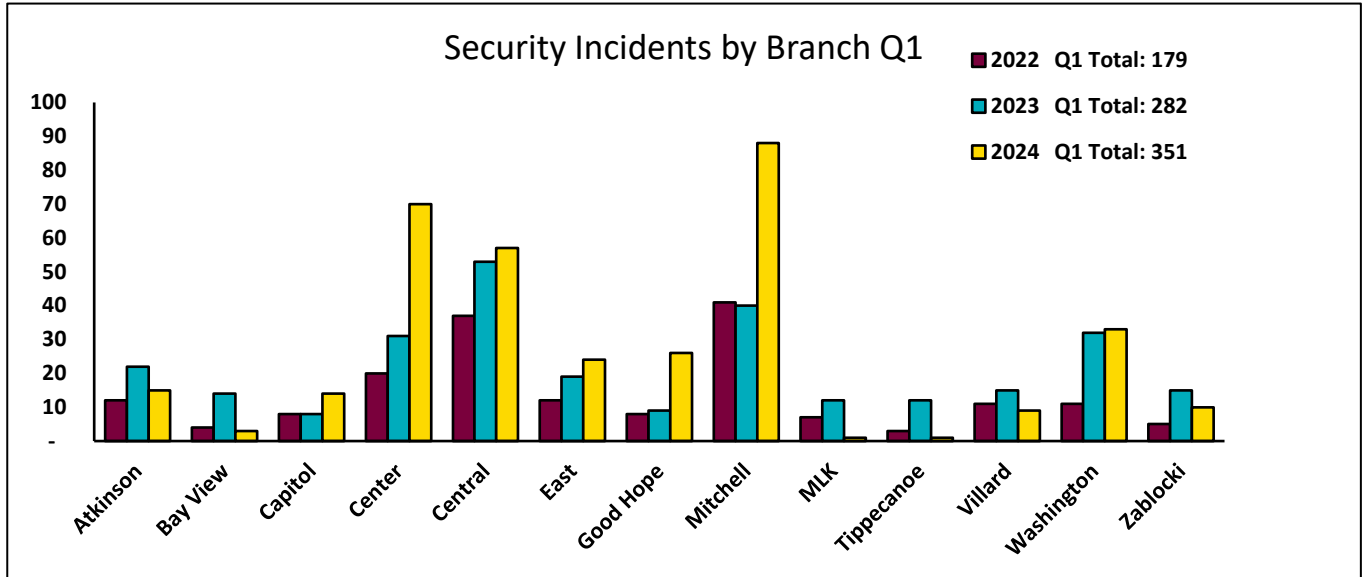
study. The revised policy consolidates several existing policies and procedures into one document. MPL staff researched meeting space policies of peer institutions, including Madison and Baltimore public libraries, to identify best practices around reservations, meeting room usage parameters and priorities, and rental fees. Additional information regarding partnerships with MPL is forthcoming and will be issued as a separate policy. Trustee Siemsen moved to approve MPL's revisions to ADM-PO.006, Community Rooms and Conference Rooms/Meeting Spaces, Public Use of. Trustee Morgan seconded. Motion passed.

Library Director Joan Johnson thanked Ms. Clark for her leadership and the team for all their work on reviewing, revising, and research to consolidate many different documents. She also thanked the MPL Board for their feedback when previously presented with a draft proposal regarding room rental fees.

6. **Next Meeting.** The new policy related to internet safety will be presented at the July 10, 2024 meeting.

The meeting of the Milwaukee Public Library Board's Services & Programs Committee was adjourned at 4:54 p.m. on May 1, 2024.

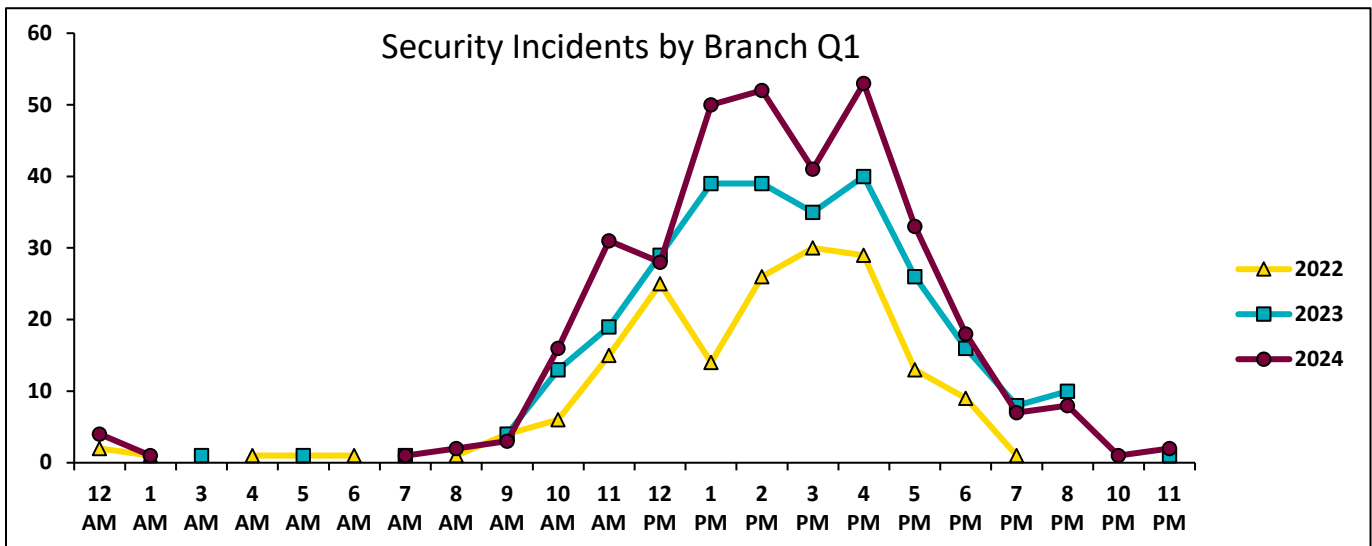
Milwaukee Public Library Security Report



| Category | Q1 2022 | Q1 2023 | Q1 2024 |
|-----------------------------------|------------|------------|------------|
| - | | | 6 |
| Accident/Injury | 9 | 10 | 17 |
| Alcohol/Drugs | 23 | 19 | 25 |
| Assault | 3 | 3 | 2 |
| Breaking/Entering | | 1 | |
| Computer Use Violation | | 1 | 1 |
| Disruption | 14 | 43 | 47 |
| Eating/Drinking | | 7 | 9 |
| Evidence/Information | 9 | 10 | 9 |
| Harassment | 13 | 22 | 15 |
| Indecent Exposure | 10 | 9 | 3 |
| Infestation | 2 | 8 | 2 |
| Loitering | 7 | 24 | 26 |
| Medical Emergency | 10 | 19 | 13 |
| Miscellaneous | 15 | 25 | 60 |
| Pandemic Noncompliant | 15 | | |
| Pandemic Noncompliant (Escalated) | 10 | | |
| Physical Altercation | 1 | 1 | 8 |
| Theft | 12 | 22 | 24 |
| Trespassing | 11 | 37 | 46 |
| Vandalism | 6 | 4 | 3 |
| Verbal Altercation | 2 | 3 | 23 |
| Violent Threat | 7 | 9 | 9 |
| Weapon | | 5 | 3 |
| Grand Total | 179 | 282 | 351 |

Milwaukee Public Library Security Report

| | Q1 2022 | Q1 2023 | Q1 2024 |
|--------------------|------------|------------|------------|
| Atkinson | 12 | 22 | 15 |
| Bay View | 4 | 14 | 3 |
| Capitol | 8 | 8 | 14 |
| Center | 20 | 31 | 70 |
| Central | 37 | 53 | 57 |
| East | 12 | 19 | 24 |
| Good Hope | 8 | 9 | 26 |
| Mitchell | 41 | 40 | 88 |
| MLK | 7 | 12 | 1 |
| Tippecanoe | 3 | 12 | 1 |
| Villard | 11 | 15 | 9 |
| Washington | 11 | 32 | 33 |
| Zablocki | 5 | 15 | 10 |
| Grand Total | 179 | 282 | 351 |



Safety Report. Carlos Lopez, Security Manager, presenting about:

Security statistical data of incidents occurring at all MPL locations during the first Quarter of 2024 compared to 2023 and 2022. Overall, there were 351 security incidents in 2024 compared to 282 in 2023, and 179 in 2022 (That's a 25% increase compared to 2023, and a 96% increase compared to 2022).

We experienced slight increases in security activity at the Central Library, Capital Branch, Center Street Branch, East Branch, Good Hope Branch, Washington Park Branch, and the Mitchell Street Branch.

We also experienced decreases in security incidents at the Atkinson Branch, Bay View Branch, Martin Luther King Branch, Tippecanoe Branch, Villard Square Branch and the Zablocki Branch.

12 noon until 5 PM. continues to be the hours of when most security activities occur at all MPL locations.

CountyCat

A NEW PUBLIC CATALOG EXPERIENCE

Background

2021-22

MCFLS member-library committee reviews ILS products

MCFLS renews their contract with Innovative Interfaces Inc. for Sierra – the staff-facing tool for the library catalog

2022-23

Innovative announces Encore – their patron-facing catalog experience – is sunsetting in 2024

New MCFLS member-library committee reviews patron-facing catalog options and selects Aspen from Bywater Solutions

2023-2024

Implementation and launch of CountyCat on Aspen

MPL's Role in Implementation

- Shared catalog is a MCFLS managed product
- MPL is very involved due to Cataloging contract with MCFLS
- Copy Cataloging & Database Maintenance department ensures all material at MCFLS member libraries is described and discoverable in staff-facing and patron-facing catalog tools
- CCDM's role, as well as MPL's leadership, will continue to be vital to the operability and user experience of the patron-facing catalog

Timeline for Aspen Launch

December-present: CCDM has been working closely with MCFLS on cataloging and implementation tasks

April: Training for staff

May 15: Link to Beta CountyCat on Aspen displays to the public on current CountyCat on Encore

Communication to the public ramps up (MCFLS producing documentation/publicity)

June 20: CountyCat transitions fully to Aspen version

Milwaukee Public Library's CountyCat

[milwaukee.aspen
discovery.org](https://milwaukee.aspen
discovery.org)

→ This will
change to include
CountyCat in the
URL

At this time, all staff should be signed up for one Patron Experience training in April. See information here.

MILWAUKEE PUBLIC LIBRARY

COUNTYCAT
The catalog of public libraries
in Milwaukee County

E-RESOURCES GET A LIBRARY CARD SIGN IN

Keyword in Library Catalog Search

New Materials New Movies & TV New York Times Bestsellers Library of Things World Language Materials

All New Materials New Fiction New Non-Fiction New Adult New Kids New Teen New Music

New Materials » New Fiction

Covers Grid

BUTTER
ASAKO YUZUKI

When I Think of You
MYAH ADRIEL

Welcome Home, Caroline Kline
COURTNEY PREISS

MURDER on the Amish Boardwalk
PATRICIA JOHNS

BORN TO BE BADGER
SHELLY LAURENSTON

MURDER OFF THE BOOKS
TAMARA BERRY



MILWAUKEE
PUBLIC LIBRARY

Proposed Slate of Officers for MPL Board

2024 – 2026

President: Mark Sain
Vice-President: Michele Bria
Financial Secretary: Teresa Mercado
Past President: Vacant

MILWAUKEE PUBLIC LIBRARY

BOARD OF TRUSTEES

BYLAWS

ARTICLE I – NAME AND PURPOSE

The name of this organization shall be the “Milwaukee Public Library,” hereinafter referred to as the “Library.” The purpose of the Library shall be to provide informational, cultural, educational and recreational resources and services to the people of Milwaukee, and through contract, to other appropriate political jurisdictions or organizations.

ARTICLE II – GOVERNANCE

Section 1. The general management, regulation and control of the Library shall be vested in a Board of Trustees, hereinafter referred to as the “Board,” constituted under Chapter 43 of the Wisconsin Statutes.

Section 2. All members of the Board shall be appointed and serve terms as defined in Chapter 43 and are eligible for reappointment. Each shall serve until a replacement is named. In the event of a vacancy, the President shall make a request in writing to the appointing authority, that a replacement be made. The Mayor and Library Director will be copied on the correspondence. As determined by the appointing authority, Trustees may be permitted to serve after their term ends to allow for transitional periods.

Section 3. The Board shall have powers as defined under Chapter 43 of the Wisconsin Statutes.

Section 4. Trustees may be asked to resign for cause upon a two-thirds approval of the Board. Whenever a member of the Board is unable to attend a scheduled Board or committee meeting, they should notify the secretary or the secretary’s administrative assistant to ensure their absence is excused. If the notification is not received, it will be considered an unexcused absence. The standard for attendance shall be 70%. Unexcused absences representing more than 30% of the Board and/or committee meetings shall be grounds for the Board’s Executive Committee to consider asking the trustee to resign. The attendance record is to be communicated annually to the Trustee and to the President as a matter of record. Continued failure to meet standard attendance requirements may be communicated to the appointing authority.

Section 5. Telephone and video conference calls among members of a governmental body fit within the definition of “meeting” subject to the Wisconsin Open Meetings Law. 69 Op. Att’y Gen. 143 (1980). A telephone or video conference call is acceptable as long as the appropriate notice is given and the conference call is made reasonably accessible to the public. It is the Board’s expectation that members of the Board attend meetings in person, but when unavoidable, they may participate in Board meetings via conference calls long as the meeting is properly noticed, and telephone participation is conducted using a speaker phone that allows all those physically present at the meeting to hear any comments made by the conference call participants, and allows those participants to hear what is being said by those physically present.

Section 6. All trustees shall serve without pay, but they may be reimbursed for any and all reasonable expenses incurred in the interest of the Library, including membership dues in Library organizations, conference attendance and necessary publications, when so authorized by the Board.

Section 7. Trustees selected as committee chairs will run the committee meeting and represent the committee at regular Board meetings.

ARTICLE III – OFFICERS

Section 1. At the annual meeting in May of each even-numbered year the Board shall elect one of its members as president, who shall hold office for two years and shall preside at the meetings of the Board when present. The newly elected president will assume the position immediately following the vote. No one shall serve more than two consecutive terms as president. The president shall preside at all meetings of the Board, authorize calls for any special meetings, appoint all committees and fill any vacancies that may occur, execute all documents authorized by the Board and generally perform all duties associated with that office.

Section 2. At the same meeting the Board shall also elect for a term of two years a vice president from among its members. The newly elected vice president will assume the position immediately following the vote. The vice president shall perform the duties of the president in the absence of such officer. No one shall serve more than two consecutive terms as vice president. The vice president, in the event of the absence or disability of the president, or of a vacancy in that office, shall assume and perform the duties and functions of the president.

Section 3. At the same meeting the Board shall also elect for a term of two years a financial secretary who shall also be the chairperson of the Finance & Personnel Committee. The newly elected financial secretary will assume the position immediately following the vote. The financial secretary shall not have the authority to personally invest any Milwaukee Public Library funds. The financial secretary along with the Finance & Personnel Committee and Library Administration will review the performance of the investment broker, investment management firm, or banking institution at least quarterly and report their findings to the Milwaukee Public Library Board of Trustees. The financial secretary shall serve as chair of the Finance and Personnel Committee. Library Administration shall review monthly statements of the Trust Funds performance and present any items of note or concern to the financial secretary.

Section 4. The Library Director shall be ex-officio secretary of the Board. The Deputy Library Director shall serve as deputy Board secretary. The Library Director and the Deputy Library Director in this capacity shall be non-voting. The secretary shall keep a true and accurate record of all meetings of the Board, shall execute all documents authorized by the Board, shall issue notice of all regular and special meetings, and shall perform such other duties as are generally associated with that office.

Section 9. If a vacancy occurs in any office, a successor shall be elected and remain in office until the next annual election.

ARTICLE IV – MEETINGS

Section 1 – Regular Meetings. Regular meetings of the Board shall be held at a minimum of six times per year. The date and hour for the regular meetings will be set at the Board’s October meeting after the Common Council schedule is issued, but may be subject to change during the year subject to a majority approval of the Board, formal notification of all Board members and satisfaction of statutory requirements in conformity with the Wisconsin Open Meeting law.

Section 2 – Special Meetings. Special meetings may be called at the direction of the president, or called at the written request of five members, for the transaction of business as stated in the call for the meeting. Except in cases of emergency, at least 48 hours’ notice shall be given. In no case may less than two hours’ notice be given.

Section 3 – Annual Meeting. The annual meeting of the Board shall be held in May at such hour, date and place as the Board may determine.

Section 4 – Notices. Each member of the Board shall be notified of regular Board and committee meetings. Any member of the Board may attend and participate in discussion. In the event of an absence or vacancy, the Board President may appoint a substitute Trustee to the committee. The Board shall approve the temporary appointment.

Section 5 – Open Meetings Law Compliance. All Board meetings and all committee meetings shall be held in compliance with Wisconsin Open Meeting Law (Wisconsin Statutes Sections 19.81 to 19.98).

Section 6 – Parliamentary Procedure. The rules contained in *Robert’s Rules of Order*, latest revised edition [or *The Standard Code of Parliamentary Procedure* by Alice F. Sturgis], shall govern the parliamentary procedure of the meetings, in all cases in which they are not inconsistent with these bylaws and any statutes applicable to this Board.

Section 7 - Quorum. A majority of filled seats on the board constitutes a quorum for the transaction of business as required by Wisconsin Statutes Section 43.54(1)(e).

ARTICLE V – COMMITTEES

Section 1 – Standing Committees. There shall be five standing committees. The members of these committees shall be appointed annually by the President not later than the first meeting after the annual meeting in May, and shall serve for one year, or until their successors are appointed. All standing committee members must be sitting members of the current Board of Trustees.

Executive Committee consisting of four (4) members (the president, the vice-president, the financial secretary and the immediate past-president).

- The Executive Committee shall review any and all amendments to the Board’s bylaws prior to action by the Board.
- The Executive Committee may meet between the meetings of the Board, shall act for the Board in implementing established policies and programs, and shall serve as the administrative arm of the Board. It shall have the power to fill vacancies for officers and members of the Executive

Committee; the persons so appointed are to be confirmed by a majority Board vote and are to serve until the following annual election.

- The Executive Committee shall meet with the Library Director annually in December to review achievements for the year and goals for the coming year.
- The MPL Board President or the President's designee will fill the designated seat on the MPL Foundation Board.

Finance and Personnel Committee consisting of five (5) members.

- The Finance & Personnel Committee may review the annual budget summary with the Library Director.
- The Finance & Personnel Committee shall review the performance of the trust fund investment advisor at least quarterly.
- The Finance & Personnel Committee shall hear appeals by regularly appointed employees who by notice of the Library Director have been removed, discharged or demoted, or have been suspended in excess of fifteen days or have received a second suspension for any period within six months of the first, provided they appeal in writing within three days from the time the notice is served upon the employee. No employee regularly appointed shall be removed, discharged, demoted or suspended except for just cause. The Finance and Personnel Committee shall follow the requirements of due process contained in Section 63.43 and 63.44 of the Wisconsin Statutes. (see MPL Board of Trustees Operating Guidelines).

Innovation and Strategy Committee consisting of five (5) members.

- The Innovation & Strategy Committee will explore long-term solutions and make recommendations to the Milwaukee Public Library Board of Trustees for strengthening the organization and improving the funding structure of the Milwaukee Public Library.

Library Building and Development Committee consisting of five (5) members.

- The Library Building and Development Committee shall recommend any changes in existing space needs, approve major alterations and, when appropriate construction of new facilities.

Library Services and Programs Committee consisting of five (5) members.

- The Library Services and Programs Committee shall review Library services and programs.
- The Library Services and Programs Committee shall hear written appeals from the community on issues related to Library services.

Section 2 – Nominating Committee. A nominating committee shall be appointed by the president three months prior to the annual May meeting of every even numbered year and shall present a slate of officers at the annual meeting. Additional nominations may be made from the floor at that time.

Section 3 – Ad Hoc Committees. The president shall appoint special committees as needed. Ad hoc committees for the study of special problems shall be appointed by the president, with the approval of the Board, to serve until the final report of the work for which they were appointed has been filed. These committees may also include staff and public representatives, as well as outside experts.

Ad hoc committees are advisory to, and not binding on, the Board of Trustees. Only sitting members of the current Board may serve as committee chairs.

Section 4 – Non-voting positions. Standing and special committees may include staff, public representatives, as well as outside experts. These individuals will be considered as ex-officio members. These shall be non-voting positions.

Section 5 – Committee Quorum. A majority of any committee and a minimum of three members shall constitute a quorum for the transaction of business under its supervision or referred to it.

Section 6 – Power of the Committees. No committee will have other than advisory powers unless, by suitable action of the Board it is granted specific power to act and a quorum of the Board is present.

ARTICLE VI – GENERAL

Section 1 – Bylaws Amendment. The Milwaukee Public Library Board of Trustees Bylaws may be amended at any regular meeting of the Board, provided that the amendment has been submitted in writing to the full Board at least thirty days before the designated vote. Revised bylaws take affect at the end of the meeting at which they were adopted.

Section 2 – Bylaws Review. The Milwaukee Public Library Board of Trustees Bylaws will be reviewed by an Ad hoc committee every four years.

Section 3 – Public Comment. The board may hear public comment about particular concern or needs. The board should limit itself to answering basic questions from the public and place the matter on a future meeting agenda if additional discussion or deliberation on the issue is needed.

Although it is not required, the Wisconsin Open Meetings Law does permit a governmental body to set aside a portion of an open meeting as a public comment period. Wisconsin Statutes 19.83(2) and 19.84(2). Such a period must be included on the meeting notice. During such a period, the body may receive information from the public and may discuss any matter raised by the public. If a member of the public raises a subject that does not appear on the meeting notice, however, it is advisable to limit the discussion of that subject and to defer any extensive deliberation to a later meeting for which more specific notice can be given. In addition, the body may not take formal action on a subject raised in the public comment period, unless that subject is also identified in the meeting notice.

ARTICLE VII – RECORDS

Section 1. The official records of the proceedings of the Board of Trustees and its committees shall be kept in the secretary's office and shall be open to public inspection and examination upon request. The secretary shall also serve as custodian of the Board's records.

Section 2. The Board of Trustees shall comply with Wisconsin Statutes which cover the open records law for public institutions.

ARTICLE VIII – LIBRARY DIRECTOR

Section 1. The Mayor shall appoint a Library Director, Section 66.146 (1)(1), Wisconsin Statutes.

Section 2. The Library Director shall serve as the chief executive officer of the Library system, subject to the policies established by the Board, as well as Secretary ex-officio of the Board of Trustees. This shall be a non-voting position.

Section 3. The Library Director in keeping with the policies of the Board, shall be responsible for the operation of the library, its facilities, equipment, staffing, and collection, and for its financial operation within the limitations of the budgeted appropriation, for the efficiency of Library service to the public.

Section 4. It shall be the duty of the Library Director, as secretary of the Board of Trustees, to be present at meetings of the Board and of the committees. In the absence of the Library Director, the Deputy Library Director will act in this capacity.

ARTICLE IX – CONFLICT OF INTEREST

Section 1 – Prohibition to Contract or Bid. Board members may not in their private capacity negotiate, bid for, or enter into a contract with the Milwaukee Public Library in which they have a direct or indirect financial interest.

Section 2 - Recusal. A Board member shall withdraw from Board discussion, deliberation, and vote on any matter in which the Board member, an immediate family member, or an organization with which the Board member is associated has a substantial financial interest.

Section 3 – Avoidance of Influence. A Board member may not receive anything of value that could reasonably be expected to influence their vote or other official action.

Section 4 – Code of Ethics. The City of Milwaukee Code of Ethics (Chapter 303, Milwaukee Code) is accessible on the official website of the City of Milwaukee: <https://city.milwaukee.gov/home>

ARTICLE X – REPRESENTATION

Under City Charter the City Attorney shall represent the Board and defend the Board and its members in any legal action.

REVISIONS

Revisions to the Milwaukee Public Library Board of Trustee Bylaws prepared by the Milwaukee Public Library Board of Trustees Ad-Hoc Bylaws Committee October 28, 2008 through February 13, 2009.

Reviewed by the Deputy City Attorney on March 5, 2009.

Approved by the Milwaukee Public Library Board of Trustees at their March 17, 2009 meeting.

Revision to Article IV – Quorum, Section 1, approved by the Milwaukee Public Library Board of Trustees at their May 20, 2010 meeting.

Revisions to the Milwaukee Public Library Board of Trustee Bylaws prepared by the Milwaukee Public Library Board of Trustees Ad-Hoc Bylaws Committee, convened on December 17, 2018.

Approved by the Milwaukee Public Library Board of Trustees at their April 23, 2019 meeting.

Revised to permit participation in closed session discussion by telephone or video conference call. Clarified the date upon which newly elected officers assume their office. Submitted to the Milwaukee Public Library Board of Trustees at their May 26, 2020 meeting.

Article III, Section 3 revised to strike the statement ‘The financial secretary shall serve as chair of the Finance and Personnel Committee and shall receive monthly statements of the Trust Funds performance from the investment management firm.’ and add the statement ‘Library Administration shall review monthly statements of the Trust Funds performance and present any items of note or concern to the financial secretary.’ Submitted and approved by the Milwaukee Public Library Board of Trustees at their June 28, 2022 meeting.



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I. Closed Session

A. Purpose

Library trustees should be aware that Wisconsin's open meetings law is designed to support the principle that "the public is entitled to the fullest and most complete information regarding the affairs of government as is compatible with the conduct of government business". To this end, all meetings of all state and local government bodies must be publicly held in places reasonably accessible to members of the public unless otherwise expressly provided by law. The specific statutory exemptions that may allow for a closed session are in Wisconsin Statutes 19.85.

B. Requirements

Wisconsin's Open Meetings Law places very specific requirements on library boards for notice and conducts of meetings. Closed library board sessions are allowed for certain purposes. The meeting notice must indicate any contemplated closed session, the subject matter of the closed session discussion, and the specific statutory provision allowing a closed session.

For most personnel-related issues, the relevant exemption is provided in Wisconsin Statutes 19.85(1)(c) which allows closed sessions when the employment, promotion, compensation, or performance evaluation data of any public employee under the jurisdiction of the particular government body is being considered. If a closed session was not planned, a board may still go into closed session on any subject contained in the meeting notice, whether the notice provides for a closed session or not, if the board follows the procedures below.

Other exemptions may include:

19.85(1)(a) Deliberating concerning a case which was the subject of any judicial or quasi-judicial trial or hearing before that governmental body.

19.85(1)(g) Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved.

1. The Board should be aware that if it has jurisdiction over an appeal of a dismissal, demotion or discipline of an employee closed session is possible under Wisconsin Statutes 19.85(1)(b), however the board must give the employee notice of any evidentiary hearing held prior to final action and to any meeting at which final action might be taken. Notice to the employee must include a statement that the employee can demand that the evidentiary hearing or meeting be held in open session.
2. The board must first convene in open session.



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3. The chief presiding officer must announce to all present at the meeting the intention of going into closed session and the purpose of the closed session.
4. The chief presiding officer must state the specific section of the law, by statute number (e.g. Section 19.85(1)(c) for a director evaluation session), which allows for the closed meeting. This announcement should be recorded in the minutes.
5. A motion, second and roll call vote, with the vote of each board member recorded in the minutes. A majority vote is required to convene in closed session.
6. Attendance at the closed session is limited to the board, necessary staff, and any other persons whose presence is needed for the business at hand.
7. Closed session discussions must be limited to the subject announced in the meeting notice and the chief presiding officer's announcement.
8. Certain votes may possibly be legally taken in closed session. To avoid any question, it is a sound practice to take votes after reconvening into open session. Board actions, whether taken in open or closed session, must be recorded in the minutes and be open to public inspection. Secret ballots are only allowed for the election of board officers.
9. The board may legally reconvene in open session as long as that intent was noted in the public notice of the meeting. If there was no notice given that the board intended to reconvene in open session, the board is required to wait at least 12 hours after the completion of the closed session before reconvening in open session.

II. MPL Board Finance and Personnel Committee/Employee Discipline Appeals Procedure

A. Appeals

1. Pursuant to Wis. Stat. §§ 63.43 (1) and 63.44, no regularly appointed employee (an employee who has passed ~~his or her~~his, her, or their probationary period) can be removed, discharged, or reduced except for just cause. Written notice of the removal, discharge, or reduction, with the reasons for the action, shall be furnished by the Library Director or his/her designee to the employee; a regularly appointed employee who has received this notice may file a written request to appeal that decision to the Finance and Personnel Committee of the Library in the manner provided by this procedure.
2. Pursuant to Wis. Stat. Pursuant to Wis. Stat. § 63.43(2), regularly appointed employees who are suspended for a period in excess of fifteen (15) days may appeal their suspensions to the Finance and Personnel Committee and regularly appointed employees who receive a second or subsequent suspension within a six month period, regardless of the time period of the



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suspensions, may appeal the second or subsequent suspension to the Finance and Personnel Committee in the manner provided by this procedure.

3. A request to appeal must be in writing, signed by the employee, and mailed or delivered to the Secretary of the Board, Milwaukee Public Library at 814 W. Wisconsin Ave., Milwaukee, WI 53233-2385, within three business days from the time the notice of the removal, discharge, reduction, or suspension is furnished to the employee. Appellants ~~are encouraged to~~ use the attached form to initiate the appeal process. (Attachment I). Failure on the part of an employee to file a timely appeal within 3 business days shall result in the appeal not being considered. The employee will be notified in writing if the appeal is not timely.
4. The appellant, or counsel for the appellant, must advise the Secretary of the Board, as soon as practicable, if the appellant intends to appear with counsel at the appeal hearing.

B. Hearing Procedure

The following procedure applies to appeals before the Finance and Personnel Committee. All references to numbers of days set forth in this procedure shall mean calendar days.

1. Upon receiving a notice of appeal, the Secretary to the Board shall set a date for hearing on the reason(s) for removal, discharge, reduction, or suspension of the employee, with the employment action subject to the hearing being limited to the employment action defined by the Secretary of the Board, consistent with these Guidelines. The hearing shall be conducted within forty-five (45) days from the receipt of the notice of appeal unless the appellant waives the forty-five day time requirement in writing. If the forty-five (45) day time requirement is waived, the appeal shall be scheduled at a mutually convenient date occurring as soon as administratively feasible. Additionally, if it appears to the Secretary of the Board that the forty-five (45) day time requirement is not practicable, the Secretary may ask the appellant for a waiver.
2. The Library Director and appellant shall be served with a notice of the date, time, and place of the hearing by regular U.S. mail. If the appellant is represented by counsel, communications will be with the counsel of record.
3. The hearing date may be adjourned by mutual consent of the parties; and the Finance and Personnel Committee may order an adjournment on its own motion. OR The Milwaukee Public Library Director has the authority to grant each party one adjournment prior to the scheduled appeal hearing date, based upon the Director's determination that cause exists. A request for an adjournment must be made in writing and shall state the reasons for the adjournment. Notwithstanding the above, Milwaukee Public Library Board of Trustees may adjourn the appeal hearing at any time upon terms it deems just. Rescheduling of the appeal hearing will be done as soon as administratively feasible .

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4. The hearing may be presided over by the Chair of the Committee or a Hearing Examiner designated at the discretion of the Committee. ~~A stenographic reporter will be retained to record the hearing. The hearing will be recorded.~~
5. The Secretary of the Board, the Chair, or the Hearing Examiner, may hold a pre-trial hearing conference for the purpose of clarifying and narrowing the issues to be addressed at the appeal hearing, identifying witnesses, reviewing proposed exhibits, signing subpoenas (if requested) to be served by a representative of the requesting party, identifying stipulated facts, and making pre-trial rulings as necessary for the administrative record. The stipulation of facts, witness list, and copies of admitted exhibits shall be provided to the Finance and Personnel Committee or the Hearing Examiner prior to the commencement of the hearing. The Milwaukee Public Library Director will advise the parties as to the relevance and suitability of the documents and/or testimony that each party intends to submit or elicit at the appeal hearing. Each party shall bring three copies of each available exhibit the party intends to submit into evidence and shall also identify all witnesses that the party intends to call at the appeal hearing. The failure of a party to identify a witness or furnish copies of proposed available exhibits at the pre-hearing conference may result in either the Milwaukee Public Library Board of Trustees excluding the evidence or, an adjournment of the hearing so that the opposing party and the Milwaukee Public Library Board of Trustees can review this new evidence.
6. Issues to be determined at the appeal hearing: Disciplinary appeal hearings are quasi-judicial proceedings intended to determine the facts in as direct and simple a manner as possible. Generally, the issues to be determined by the Milwaukee Public Library Board of Trustees in a disciplinary appeal hearing are whether there was cause for the department to impose the disciplinary action and whether the degree of disciplinary action imposed was reasonable under the circumstances. If the Milwaukee Public Library Board of Trustees finds there was cause for imposition of discipline, it has the authority to sustain or modify the level of disciplinary action imposed by the department.

The appeal hearing shall provide the appellant a reasonable opportunity to present pertinent evidence and testimony to demonstrate: (1) that the employee did not commit the acts or the performance issues did not occur as alleged; (2) that, even if the employee committed the acts or the performance issues occurred as alleged, such activity does not constitute misconduct; (3) that even if the employee committed misconduct, the degree of discipline imposed is too harsh or severe; (4) that the employee did not have a reasonable basis to know that the conduct would result in discipline; or (5) a combination of any of these matters which would justify or compel modification of the department's action.

7. Order of presentation: The presentations by both parties shall be 10 minutes in length or as brief and closely-related to the issue(s) as possible. While the Milwaukee Public Library Board of Trustees directs the proceedings, the following order of presentation is generally followed: (1) each party will be given an opportunity to make a brief opening statement outlining what that

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Commented [RV1]: Steps 1 & 5 here regarding opening & closing statements is how CSC conducts appeals, but if you'd prefer to forego these steps & go directly to each side presenting, it's fine.

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party believes its evidence will show; (2) the department presents its evidence first; (3) the appellant then presents his or her his, her, or their evidence; (4) the department may be allowed to submit rebuttal evidence after the appellant presents his or her his, her, or their case; and (5) after the Milwaukee Public Library Board of Trustees has heard all the testimony, each party will be given the opportunity to make a brief closing statement summarizing its position.

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Witnesses are sworn and their testimony is taken under oath. Witnesses' testimony should be limited to facts or other information about which they have direct knowledge. Witnesses are subject to reasonable and relevant cross-examination by the opposing party. Questioning of the witness should be as concise as possible and the questions shall not include argument or commentary.

Throughout the appeal hearing, Milwaukee Public Library Board of Trustees members will be given an opportunity to ask their own questions to aid the Milwaukee Public Library Board of Trustees in its consideration of the evidence. The President of the Milwaukee Public Library Board of Trustees shall exercise reasonable control over the questioning of witnesses so as to: (1) effectively ascertain the truth; (2) ensure that the testimony is relevant and probative; and (3) protect the witness from harassment or undue embarrassment.

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7. Rules of evidence: The scope of evidence that will be considered by the Milwaukee Public Library Board of Trustees is limited to evidence that is relevant to the issues set forth in the disciplinary notice. Although not bound by the Wisconsin Rules of Evidence, the Milwaukee Public Library Board of Trustees must base its decision on evidence that is reliable. Therefore, the parties should limit their reliance on hearsay evidence, since that evidence may be deemed unreliable by the Milwaukee Public Library Board of Trustees. Similarly, a party who submits an investigative or summary report should call the person who drafted the report to testify as to the contents of the report. The Milwaukee Public Library Board of Trustees determines the relevance and credibility of the evidence and the weight that will be given to a particular piece of documentary evidence or to the testimony of a witness.

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8. Burden of proof: The burden of proof is on the department to establish by a preponderance of the evidence that there was cause for the action taken. A preponderance of the evidence means that, to a reasonable certainty, the action of the department is supported by the greater weight of credible evidence.

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9. The Finance and Personnel Committee, after all of the facts have been considered may, remain or convene, in executive session to consider the disciplinary action under appeal. However, all voting by members of the Finance and Personnel Committee shall be conducted in open session. The Finance and Personnel Committee shall make a finding and recommendation to the Board as to whether the disciplinary action should be sustained, modified, or set aside or whether a

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substitute disposition of the disciplinary action should be ordered. The findings and recommendations of the Finance and Personnel Committee shall be memorialized in writing.

7. [Failure to appear at the appeal hearing: If the appellant does not appear at the appeal hearing, the Milwaukee Public Library Board of Trustees may dismiss the appeal with prejudice. This action would preclude an appellant from bringing the appeal back to the Milwaukee Public Library Board of Trustees.](#)

10. [The Finance and Personnel Committee will report its recommendation to the Board at the next scheduled meeting and the Library Board shall act upon the Committee's recommendations and notify the employee of the Board's decision in writing. The decision and findings of the Finance and Personnel Committee, when approved by the Library Board, shall be final and shall be filed in writing with the Library Board with copies to the Library Director, and employee or counsel of record. \(Until the findings of the Board are approved, the employment action of the Library Director or designee remains in full force and effect\). The City Service Commission shall receive a copy of the decision.](#)

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REVISIONS

Reviewed and approved by the City Attorney's Office January 14, 2013

Reviewed and approved by the Milwaukee Public Library Board of Trustees January 22, 2013

Reviewed and approved by the Milwaukee Public Library Board of Trustees June 2020



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ATTACHMENT I

APPEAL PROCESS FORM

Date: _____

To: The Finance and Personnel Committee, Milwaukee Public Library Board in care of the Secretary of the Board, the Library Director

Please take notice that I appeal the decision of the Library Director, or his/her/their designee, issued on the _____ day of _____ 20_____.

The Library Director: _____ removed/demoted _____ discharged _____ suspended me for 15 days or more _____ suspended me for a second time within a 6 month period from service of my position.

(Print Name) (Signature)
(Title) (Department/Library)

Further, please take notice that I intend to appear by counsel:

Name:
Address:
Phone: _____

Please attach the disciplinary notice for the action that you are appealing. Please attach a brief statement indicating the basis of your appeal.

This appeal is dated this _____ day of _____, 20_____.

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Signature of appellant:

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An appeal must be in writing, signed by the employee, and submitted with a copy of the disciplinary notice and a brief statement indicating the basis of the appeal and received~~mailed or delivered to~~ by the Secretary of the Board, the Library Director, at the Milwaukee Public Library at 814 W. Wisconsin Ave., Milwaukee, WI 53233-2385, within three business days from the time date of the disciplinary notice of the removal, discharge, reduction, or suspension is furnished to the employee.



INTERGOVERNMENTAL AGREEMENT

Wisconsin Talking Book and Braille Library

Agency: Milwaukee Public Library (“Agency”)

Today’s Date: April 22, 2024

Period of Performance: July 1, 2024 – June 30, 2025

Funding Source: Library Service Contracts (SEG/Newsline (PSC))

Services: The Agency shall provide library services to certified, visually and physically handicapped persons.

| | | |
|-----------------|------------------|--|
| Pricing: | \$ 954,700 | Wisconsin Talking Book and Braille Library |
| | \$ <u>78,400</u> | Newsline Wisconsin Service Partner Program |
| | \$1,033,100 | |

Incorporated Documents:

Attachment 1, WI Department of Administration, DOA-3054A, Standard Terms and Conditions

Attachment 2, Milwaukee Public Library Terms and Conditions

Contacts:

Department of Public Instruction
 Library Services Team
 Attn: Benjamin Miller
 125 South Webster Street
 Madison, WI 53703
 Telephone: 608-224-6168
 Email: Benjamin.Miller@dpi.wi.gov

Department of Public Instruction
 Business Services
 Attn: Contracts Specialist
 125 South Webster Street
 Madison, WI 53703
 Email: Contracts@dpi.wi.gov

Milwaukee Public Library
 Attn: Joan Johnson
 814 W. Wisconsin Avenue
 Milwaukee, WI 53233
 Telephone: 414-286-3020
 Email: JRJohns@milwaukee.gov

Background Checks: Agency shall ensure that state criminal background checks are conducted on all staff (including supervisors), volunteers, authorized agents, and subcontractors that have contact with the DPI personnel, property, agents, invitees, and students. If any of the aforementioned persons have lived, worked, or attended school in the last ten (10) years outside of the state of Wisconsin, the criminal background check must also include a Federal Bureau of Investigation fingerprint check, or equivalent. The Agency shall confirm to the Department of Public Instruction (“the DPI”) that background checks have been completed and are satisfactory so as to exercise reasonable care for protecting the DPI personnel, property, agents, invitees, and students, from physical, mental, or emotional harm, or any other injuries, to the extent permitted by law, whether local, state, or federal law. The actual state or federal records do not have to be submitted. During the term of this Agreement, the Agency shall take appropriate action based on its knowledge of any changes to the results to remain in compliance with this provision. By signing this Agreement, the Agency attests that it has completed, or will have completed, prior to the commencement of the services described herein, the required background checks pursuant to this provision.

If the DPI, in its sole discretion, deems that this provision has been violated in any way, it reserves the right to terminate this Agreement immediately with written notice; or, in the alternative, the DPI may request the replacement or supervision on any personnel working with students, or at a DPI facility.

Description of Work: The Agency shall provide library services, including without limitation by reason of enumeration, the use of talking books, Braille materials, NFB-NEWSLINE registration and technical support, and other services without charge to handicapped persons, through the operation of the Talking Book and Braille Library to certified visually and physically handicapped persons as described in section 43.03 (6) of the Wisconsin Statutes.

The Talking Book and Braille Library (“the TBBL”) will circulate the collection and talking book equipment provided by the Library of Congress, National Library Service. The TBBL will maintain a collection and/or contract for the circulation of Braille materials to eligible users. The TBBL will maintain an automated system to keep track of inventory, circulation, and other necessary records for the operation of the library service. The TBBL will provide registration and technical support services to users. The TBBL will provide support for the NFB-NEWSLINE service and will work with the National Library Service to implement programs as recommended.

In the event the Agency elects to subcontract for the provision of data processing services for the TBBL, the Agency shall consult with the DPI on the terms of the contract and forward a copy of the subcontract to the DPI, along with any subsequent amendments to the subcontract. If the subcontractor has provision for a user group to advise on enhancements or support, the agreement between the Agency and the subcontractor shall include participation by a representative from the TBBL.

The Agency shall notify the DPI in writing prior to the time planning or implementation processes are undertaken which might affect the automated system operations and budget for the TBBL. Such notification shall include the nature and purposes of the activities and the future intent of planning and implementation. The Agency shall expend funds in accordance with the annual budget mutually agreed upon by the two parties, except that no more than \$1,000 may be transferred from one budget line to another without the prior approval of the DPI.

Deliverables Schedule/Timeline of Services: The Agency shall submit two invoices to the DPI, the first invoice for \$516,550 shall be submitted in January 2025 for the total amount of semi-annual expenses accrued by December 31, 2024; the second invoice for \$516,550 shall be submitted in July 2025 for the total amount of semi-annual expenses accrued by June 30, 2025.

Acceptance Criteria: This Agreement will be satisfied when the Agency has completed the deliverables and services as outlined in this Agreement, and the DPI has approved of them.

Travel: All travel shall be in accordance with the State’s travel regulations. Per the Uniform Travel Schedule Amounts for the State of Wisconsin, meal and lodging charges for travelers shall include gratuity and/or any service charges and shall not exceed the maximum allowable rates, per person, of \$10 per breakfast, \$12 per lunch, \$23 per dinner, \$98 per night for a single, standard room or \$103 per night for a single, standard room if located in Milwaukee, Waukesha, or Racine counties, and \$0.51 per mile.

Budget:

| Item* | Amount |
|------------------------------|--------------------|
| Personnel | \$ 795,138 |
| Supplies & Materials | \$ 32,095 |
| General Services | \$ 65,854 |
| Computer Equipment /Services | \$ 61,613 |
| Newsline Wis Service Partner | \$ 78,400 |
| Total | \$1,033,100 |

Invoices/Payment: The Agency shall issue an invoice for the services/deliverables listed above upon the completion of services and/or delivery of such deliverables. Invoices must reference the DPI purchase order number issued for the services/deliverables described herein and be mailed to:

Via email: DPI.AccountsPayable@dpi.wi.gov **OR via U.S. mail:** Wisconsin Department of Public Instruction, Attn: Business Office, PO Box 7841, Madison, WI 53707-7841.

Payment shall be made within 30 days of the DPI's receipt of accepted invoice.

Independent Contractor: The Agency is an independent contractor. Nothing in this Agreement shall be construed to establish a relationship such as a franchise, dealership, partnership, or joint venture, between the DPI and the Agency. The Agency is responsible for all federal, state, and local taxes, fees, fines, and assessments arising out of the operation of the Agency's business. The DPI and the Agency are not authorized to enter into any agreement or assume an obligation for the other party. Any such unauthorized act will create separate liability on the party so acting, and any and all third parties affected hereby.

Debarment: By signing this Agreement, the Agency attests that it is not debarred from participating in state or federal procurements.

Contract Revisions, Cancellation and/or Termination: The DPI and the Agency agree to collaboratively renegotiate the terms and conditions of this Agreement in such circumstances as: increased or decreased volume of services, changes required by state and federal law or regulations or court action, or a change in the scope of work or budget.

The DPI and the Agency will document the changes in writing and amend this Agreement accordingly. The DPI and the Agency shall sign the amendment before beginning any work outside the original scope or budget.

Cancellation: The DPI reserves the right to cancel this Agreement immediately, in whole or in part, without penalty, and without prior notice, if the Agency: fails to protect the DPI's confidential information, as defined by applicable law or in this Agreement; or performs in a manner that threatens the health or safety of a State employee, citizen, or customer.

In addition, the DPI reserves the right to cancel this Agreement, in whole or in part, without penalty, with 30 days' notice, if the Agency: fails to follow the non-discrimination requirements, as required by law. The City of Milwaukee Ordinances 310-17 provides guidelines including that all items and services purchased by the Milwaukee Public Library Board of Trustees, an agent of the City of Milwaukee, are purchased from vendors who provide a safe, non-discriminatory work environment.

Termination for Cause: The DPI may terminate this Agreement immediately as a result of Agency's breach of any provisions or terms of this Agreement if Agency fails, after 30 days, to cure such breach to the DPI's reasonable satisfaction.

Termination for Convenience: The DPI or the Agency may terminate this Agreement for convenience with 30 days' notice should the service no longer be needed as specified in the Agreement.

Termination Due to Non-Appropriation of Funds. The DPI may terminate this Agreement due to non-appropriation of funds. In that event, the DPI shall notify the Agency as soon as reasonably possible, and the parties shall mutually agree on a work stop date.

Effect of Cancellation or Termination: In the event of cancellation or termination of this Agreement by the DPI, the Agency shall be entitled to receive compensation for any completed or partially completed services rendered, or goods provided, that is satisfactory to the Acceptance Criteria. Compensation for partially completed services, satisfactory to the Acceptance Criteria, will be provided based on no more than the percentage of the completion of the services requested multiplied by the corresponding payment for completion of such services; or actual service hours provided, whichever is applicable.

The DPI shall be entitled to a refund for goods or services paid for but not received or implemented, and such refund shall be paid within 30 days of the written notice to the Agency by the DPI.

In addition, the parties will cooperate in good faith to return all documents, records, and information created under this Agreement.

Agreement Effective Date: This Agreement shall become effective upon the date of the last signature below. Notwithstanding the foregoing, or the Period of Performance, this Agreement does not go into effect until the DPI issues an official DPI Purchase Order to the Agency.

Authorized Signatures

On behalf of the DPI:

Darrell L. Williams, PhD (mm/dd/yyyy)
Assistant State Superintendent
Division for Libraries and Technology

Tricia Collins Date (mm/dd/yyyy)
Assistant State Superintendent
Division for Finance and Management

On behalf of the Agency:

Signature Date (mm/dd/yyyy)
President, Milwaukee Public Library Board of Trustees

Signature Date (mm/dd/yyyy)
Secretary, Milwaukee Public Library Board of Trustees

STATE OF WISCONSIN
STANDARD TERMS AND CONDITIONS

ANTITRUST ASSIGNMENT: The contractor and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the contractor hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.

APPLICABLE LAW AND COMPLIANCE: This contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats. and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

CANCELLATION: The State of Wisconsin reserves the right to cancel any contract in whole or in part without penalty due to nonappropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.

WORK CENTER CRITERIA: A work center must be certified under s.16.752, Wis. Stats., and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five percent (75%) of the total hours of direct labor are performed by severely handicapped.

INSURANCE RESPONSIBILITY: The contractor performing services for the State of Wisconsin shall:

Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.

Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.

The state reserves the right to require higher or lower limits where warranted.

NONDISCRIMINATION / AFFIRMATIVE ACTION: In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01(5), Wis. Stats., sexual orientation as defined in s.111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.

Contracts estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the contractor. An exemption occurs from this requirement if the contractor has a workforce of less than fifty (50) employees. Within fifteen (15) working days after the contract is awarded, the contractor must submit the plan to the contracting state agency for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.

The contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.

Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.

Pursuant to 2019 Wisconsin Executive Order 1, contractor agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

Pursuant to s. 16.75(10p), Wis. Stats., contractor agrees it is not, and will not for the duration of the contract, engage in a prohibited boycott of the State of Israel as defined in s. 20.931(1)(b). State agencies and authorities may not execute a contract and reserve the right to terminate an existing contract with a company that is not compliant with this provision. This provision applies to contracts valued \$100,000 or over.

PATENT INFRINGEMENT: The contractor selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The contractor covenants that it will at its own expense defend every suit which shall be brought against the State of Wisconsin (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

PAYMENT TERMS AND INVOICING: The State of Wisconsin normally will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.

Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.

A good faith dispute creates an exception to prompt payment.

PUBLIC RECORDS. Upon receipt of notice from the State of Wisconsin of a public records request for records produced or collected under this contract, the contractor shall provide the requested records to the contracting agency in order to ensure compliance with s. 19.36(3), Wis. Stats. Effective August 2016, the contractor, following final payment, shall retain all records produced or collected under this contract for six (6) years.

REFUND OF CREDITS: The contractor agrees to pay the state within 60 days, at the state's request, any credits resulting from the order which the state determines cannot be applied to future invoices.

TAXES: The State of Wisconsin, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The State of Wisconsin may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.

TERMS AND CONDITIONS: The Standard Terms and Conditions (DOA-3054) or the Standard Terms and Conditions for State of Wisconsin Printing (DOA-3604) shall apply to all orders. Copies of these terms and conditions are available upon request from the State Bureau of Procurement.

VENDOR TAX DELINQUENCY: Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.

MILWAUKEE PUBLIC LIBRARY TERMS AND CONDITIONS

Wisconsin Department of Public Instruction (“DPI”) and the Milwaukee Public Library (“MPL”) agree to the following terms, conditions, obligations and duties, in addition to the terms, conditions, obligations and duties set forth in the Intergovernmental Agreement and Attachment 1. Collectively, the Intergovernmental Agreement, Attachment 1, and this Attachment 2 shall be referred to as the “Agreement.” In case of any ambiguity or conflict between the terms of this Attachment 2 and the Intergovernmental Agreement and/or Attachment 1, Attachment 2 shall govern.

1. **Public Records and Document Retention.** Both Parties understand that MPL is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. sec. 19.21 et. seq. DPI acknowledges that it is obligated to assist MPL in retaining and producing records that are subject to the Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Agreement. Except as otherwise authorized, those records shall be maintained for a period of seven years after the termination of the Agreement.

2. **Conflict of Interest.** No officer, employee, or agent of MPL or the City of Milwaukee (“City”) who exercises any functions or responsibilities in connection with the carrying out of any services or requirements to which this Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement. No member of the governing body of the City or MPL and no other public official of the City or MPL who exercises any functions or responsibilities in the review or approval of the carrying out of this Agreement shall have any personal interest, direct or indirect, in this Agreement.

3. **Nondiscrimination.** In addition to those nondiscrimination provisions in Attachment 2, DPI agrees not to discriminate against any qualified employee or qualified applicant for employment because of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, past or present membership in the military service, familial status, or based on affiliation with or perceived affiliation with any of these protected categories. This requirement shall apply, but not be limited to, the following: tenure, terms or conditions of employment, promotion, demotion or transfer, recruitment or recruitment advertising, employment rules and policies, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. No person in the United States shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement. MPL and each employer will comply with all requirements imposed by or pursuant to the

regulations of the appropriate federal agency effectuating Title VI of the Civil Rights Act of 1964. DPI agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. 12101, et seq. DPI will cause the foregoing provisions to be inserted in all subcontracts, if any, for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

4. **Liability.** This Agreement shall not be interpreted to waive any right of recovery in law or in equity by either party against the other.

5. **Insurance.** DPI acknowledges that the City of Milwaukee does not maintain a policy of insurance covering its employees or its motor vehicles. Instead, the City self-insures its employees and its vehicles against liability. DPI is also a self-insured governmental entity.



INTERGOVERNMENTAL AGREEMENT

Interlibrary Loan Services

Agency: Milwaukee Public Library (“Agency”)

Today’s Date: April 22, 2024

Period of Performance: July 1, 2024 – June 30, 2025

Funding Source: Library Service Contracts (SEG)

Services: The Agency shall make its services and resources available to all libraries in Wisconsin through the auspices of the Department of Public Instruction (“the DPI”), Division for Libraries and Technology, as described in Wis. Stats. §§ 43.03(7) and 43.05(11), and the Guidelines & Responsibilities attached hereto (Attachment 1).

Pricing: \$197,100

Incorporated Documents:

Attachment 1, Guidelines and Responsibilities

Attachment 2, WI Department of Administration, DOA-3054A, Standard Terms and Conditions

Attachment 3, Milwaukee Public Library Terms and Conditions

Contacts:

Department of Public Instruction
Library Services Team
Attn: Benjamin Miller
125 South Webster Street
Madison, WI 53703
Telephone: 608-224-6168
Email: Benjamin.Miller@dpi.wi.gov

Department of Public Instruction
Business Services
Attn: Contracts Specialist
125 South Webster Street
Madison, WI 53703
Email: Contracts@dpi.wi.gov

Milwaukee Public Library
Attn: Joan Johnson
814 W. Wisconsin Avenue
Milwaukee, WI 53233 Telephone:
414-286-3020
Email: JRJohns@milwaukee.gov

Background Checks: The Agency shall ensure that state criminal background checks are conducted on all staff (including supervisors), volunteers, authorized agents, and subcontractors that have contact with the DPI personnel, property, agents, invitees, and students. If any of the aforementioned persons have lived, worked, or attended school in the last ten (10) years outside of the state of Wisconsin, the criminal background check must also include a Federal Bureau of Investigation fingerprint check, or equivalent. The Agency shall confirm to the Department of Public Instruction (“the DPI”) that background checks have been completed and are satisfactory so as to exercise reasonable care for protecting the DPI personnel, property, agents, invitees, and students, from physical, mental, or emotional harm, or any other injuries, to the extent permitted by law, whether local, state, or federal law. The actual state or federal records do not have to be submitted. During the term of this Agreement, the Agency shall take appropriate action based on its knowledge of any changes to the results to remain in compliance with this provision. By signing this Agreement, the Agency attests that it has completed, or will have completed, prior to the commencement of the services described herein, the required background checks pursuant to this provision.

If the DPI, in its sole discretion, deems that this provision has been violated in any way, it reserves the right to terminate this Agreement immediately with written notice; or, in the alternative, the DPI may request the replacement or supervision on any personnel working with students or at a DPI facility.

Description of Work: The Agency shall provide ongoing interlibrary loan services to eligible users to fill approximately 6,000 yearly requests per the “Guidelines & Responsibilities” (Attachment 1). The Agency shall also provide statistical information per the Guidelines & Responsibilities”. The Agency will expend funds in accordance with the annual budget below and no more than \$1,000 may be transferred from one budget line to another without prior approval from the DPI.

Deliverables Schedule/Timeline of Services: The Agency shall submit two invoices to the DPI. The first invoice for \$98,550 shall be submitted in January 2025 for the total amount of semi-annual expenses accrued by December 31, 2024; the second invoice for \$98,550 shall be submitted in July 2025 for the total amount of semi-annual expenses accrued by June 30, 2025.

Acceptance Criteria: This Agreement will be satisfied when the Agency has completed the deliverables and services as outlined in this Agreement, and the DPI has approved of them.

Travel: No travel expenses will be reimbursed on this Agreement.

Budget:

| | |
|-------------------------------|------------------|
| Salaries/Fringe Benefits: | \$187,050 |
| Supplies, Services, Materials | \$ 5,050 |
| Out-of-State Lending Requests | \$ 5,000 |
| | <u>\$197,100</u> |

Invoices/Payment: The Agency shall issue an invoice for the services/deliverables listed above upon the completion of services and/or delivery of such deliverables. Invoices must reference the DPI purchase order number issued for the services/deliverables described herein and be mailed to:

Via email: DPI.AccountsPayable@dpi.wi.gov **OR via U.S. mail:** Wisconsin Department of Public Instruction, Attn: Business Office, PO Box 7841, Madison, WI 53707-7841.

Payment shall be made within 30 days of the DPI's receipt of accepted invoice.

Independent Contractor: The Agency is an independent contractor. Nothing in this Agreement shall be construed to establish a relationship such as a franchise, dealership, partnership, or joint venture, between the DPI and the Agency. The Agency is responsible for all federal, state, and local taxes, fees, fines, and assessments arising out of the operation of the Agency's business. The DPI and the Agency are not authorized to enter into any agreement or assume an obligation for the other party. Any such unauthorized act will create separate liability on the party so acting, and any and all third parties affected hereby.

Debarment: By signing this Agreement, the Agency attests that it is not debarred from participating in state or federal procurements.

Contract Revisions, Cancellation and/or Termination: The DPI and the Agency agree to collaboratively renegotiate the terms and conditions of this Agreement in such circumstances as: increased or decreased volume of services, changes required by state and federal law or regulations or court action, or a change in the scope of work or budget.

The DPI and the Agency will document the changes in writing and amend this Agreement accordingly. The DPI and the Agency shall sign the amendment before beginning any work outside the original scope or budget.

Cancellation: The DPI reserves the right to cancel this Agreement immediately, in whole or in part, without penalty, and without prior notice, if the Agency: fails to protect the DPI's confidential information, as defined by applicable law or in this Agreement; or performs in a manner that threatens the health or safety of a State employee, citizen, or customer.

In addition, the DPI reserves the right to cancel this Agreement, in whole or in part, without penalty, with 30 days' notice, if the Agency: fails to follow the non-discrimination requirements, as required by law. The City of Milwaukee Code of Ordinances 310-17 provides guidelines including that all items and services purchased by the Milwaukee Public Library Board of Trustees, an agent of the City of Milwaukee, are purchased from vendors who provide a safe, non-discriminatory work environment.

Termination for Cause: The DPI may terminate this Agreement immediately as a result of the Agency's breach of any provisions or terms of this Agreement if the Agency fails, after 30 days, to cure such breach to the DPI's reasonable satisfaction.

Termination for Convenience: The DPI or the Agency may terminate this Agreement for convenience with 30 days' notice should the service no longer be needed as specified in the Agreement.

Termination Due to Non-Appropriation of Funds. The DPI may terminate this Agreement due to non-appropriation of funds. In that event, the DPI shall notify the Agency as soon as reasonably possible, and the parties shall mutually agree on a work stop date.

Effect of Cancellation or Termination: In the event of cancellation or termination of this Agreement by the DPI, the Agency shall be entitled to receive compensation for any completed or partially completed services rendered, or goods provided, that is satisfactory to the Acceptance Criteria. Compensation for partially completed services, satisfactory to the Acceptance Criteria, will be provided based on no more than the percentage of the completion of the services requested multiplied by the corresponding payment for completion of such services; or actual service hours provided, whichever is applicable.

The DPI shall be entitled to a refund for goods or services paid for but not received or implemented, and such refund shall be paid within 30 days of the written notice to the Agency by the DPI.

In addition, the parties will cooperate in good faith to return all documents, records, and information created under this Agreement.



Agreement Effective Date: This Agreement shall become effective upon the date of the last signature below. Notwithstanding the foregoing, or the Period of Performance, this Agreement does not go into effect until the DPI issues an official DPI Purchase Order to the Agency.

Authorized Signatures

On behalf of the DPI:

Darrell L. Williams, PhD (mm/dd/yyyy)
Assistant State Superintendent
Division for Libraries and Technology

Tricia Collins Date (mm/dd/yyyy)
Assistant State Superintendent
Division for Finance and Management

On behalf of the Agency:

Signature Date (mm/dd/yyyy)
President, Milwaukee Public Library Board of Trustees

Signature
Secretary, Milwaukee Public Library Board of Trustees

Attachment 1

Guidelines and Responsibilities

DPI Responsibilities:

Authorizing Eligible Users:

- A. Milwaukee Public Library (“MPL”) will process all referrals and interlibrary requests referred via the WISCAT Interlibrary Loan (ILL) system, whether referred automatically by the system, or by Department of Public Instruction (“DPI’s”) Library Services Team.
- The WISCAT ILL system will be used to refer requests originating from the following groups of users:
- Wisconsin public library systems and system member libraries
 - Wisconsin state agency libraries and state employees
 - Wisconsin state institutional libraries in mental health and correctional facilities
 - Vocational-technical school libraries, school libraries/instructional media centers, special libraries, and other types of libraries referring requests through public library systems
 - MINITEX (an Information and resource sharing program of the Minnesota Office of Higher Education and the University of Minnesota Libraries)
- B. Referral pattern
- Libraries using WISCAT ILL have direct access to MPL. The lender list is formed based on the WISCAT ILL System Wide list configured by DPI staff. DPI staff do not mediate requests sent to MPL. The WISCAT software automatically mediates requests based on the lending policy and an availability status check before sending the request to MPL.
- C. Milwaukee County Federated Library System (MCFLS) libraries are not eligible to refer requests through this Agreement.
- D. Libraries using the services of the Online Computer Library Center (OCLC) are not eligible to refer requests through this Agreement.

Training and Communicating with Users:

DPI staff will:

- A. Provide written information about interlibrary loan policies and procedures, which can be found on the WISCAT Support website at: (<https://dpi.wi.gov/rl3/resources/resource-sharing>) and on the DPI website at: (<https://dpi.wi.gov/rl3/resources/wiscat>).
- B. Provide information about MPL interlibrary loan procedures at workshops, which the DPI conducts, and make staff available for interlibrary loan workshops conducted by the MPL.
- C. Disseminate information on the use of new WISCAT ILL resource sharing features and new tools as they become available.
- D. Troubleshoot problems with configuration of the Milwaukee County Federated Library System Z39.50 catalog, which affects which requests are referred.

Verification and Other Information on Requests:

A. Bibliographic and Holdings

information DPI staff will:

- Rely on borrowing libraries using WISCAT ILL to supply full bibliographic information using standard resource sharing tools such as WISCAT and WorldCat to ensure completeness of requests. If there are recurring problems with identified libraries, DPI staff will provide additional training for the borrowing library.
- Communicate with MPL and MCFLS regarding options for configuring the Z39.50 version of County Cat (Milwaukee County Public Libraries catalog) displayed on WISCAT so that collections and availability for interlibrary loan can be identified as much as software capabilities and local policy allow. If the status of a title is displayed as available at any Milwaukee central or branch library, the request will be referred.
- As all circulation statuses occasionally change or may not be able to be configured precisely, MPL staff is encouraged to submit to DPI any requests they feel should not have been referred so that possible modifications or updates can be made.

B. Other Information

The WISCAT ILL request will indicate whether a non-returnable (photocopy) or returnable (loan) is desired.

If the request is for a non-returnable, the borrowing library will verify that the



copyright compliance code is on the request.

Specific Need By date information is displayed on the WISCAT ILL request. It may occasionally be necessary to ship an item using a method other than South Central Library System Intersystem Delivery if the Need By date is close.

For non-returnable (copied) materials, electronic delivery is encouraged. The document may be scanned and emailed to the requesting library or sent using WISCAT's document delivery functionality.

For loaned materials, shipping destinations with full addresses are available on the WISCAT ILL shipping list. An alternate "ship to" location may be specified in the Borrower's Notes field. If a library has access to the South Central Library System Intersystem Delivery, the shipping label will have the delivery route in capital letters above the library name. Libraries that do not participate in the South Central Library System Intersystem Delivery have MAIL in the Delivery Route field. Items with MAIL in the Delivery Route field must be sent via the US Postal Service – Library Rate, UPS, or a comparable courier.

Transmitting Requests to MPL:

Libraries will use the WISCAT interlibrary loan management system to refer requests to MPL. Replies to requests will be sent using the appropriate software.

Recording and Reporting Statistics:

The DPI staff use WISCAT ILL to obtain monthly statistical report information concerning referrals to MPL. These statistics are recorded when the request is completed, so they may not precisely match manual statistics kept by Milwaukee Public Library staff. Occasionally month-to-date total statistics (such as for the period June 1-18) will be requested from MPL's interlibrary loan staff for quarterly comparison purposes.

The MPL interlibrary loan staff will keep daily and monthly statistics and compare them to the WISCAT ILL and bring to DPI's attention if there is more than a slight discrepancy. DPI agrees to work with MPL staff to determine the cause and find a resolution.

MPL Responsibilities:

Training and Communicating with Users Authorized under the Agreement:

- A. MPL will provide DPI staff with the latest version of their interlibrary loan manual or documented procedures.
- B. MPL staff will cooperate in provision of workshops on interlibrary loan



procedures to authorized users.

Searching and Filling Requests:

- A. MPL staff will access the following resources:
- MPL Central collections
 - MPL branch collections
- B. Requested materials that are located in any of the above resources will be loaned or photocopied as appropriate.

MPL will normally loan materials for eight weeks.

It is understood that loan periods and other circulation policies are subject to the policy of the library lending the materials, and it is the prerogative of the owning library to identify certain materials as non-circulating. While such policies are not within the interlibrary loan services staff members' authority to control, interlibrary loan services staff will keep the DPI staff informed of such library collections or types of materials covered by such policies.

Use of Materials:

Unless otherwise specified in the collections listed below, if the requested material is found with an available status in the MCFLS catalog, the request will be filled.

MPL's WISCAT ILL participant record should be reviewed regularly to ensure it is accurate, as it filters requests for some non-circulating materials.

Renewals will be granted at the discretion of the MPL. Requests for renewal will be made using WISCAT ILL Requests for renewals should be made at least three days before the due date. MPL staff should respond to requests for renewal promptly.

When requests for non-circulating materials are received that do not have a note in the Borrower's Notes field specifying what a patron would like copied, the MPL will send an email message to the requesting library asking for the information in order to finish processing the request.

- A. Circulating books: Available materials will be loaned.
- B. Periodicals: Loans of periodicals will generally not be made. Photocopies of requested articles or a table of contents should be provided.
- C. Reference Materials: Requests for materials that MPL has designated as reference or in specialized collections will be filled at the discretion of MPL and the circulation period may be shortened. Photocopies of requested pages will be supplied.

Interlibrary Loan Services

D. Genealogical Materials: Requests will be filled with photocopies of specific information. If no specific information has been requested a copy of the table of contents and index should be sent.

E. Pamphlets: Pamphlets requested by title will be loaned. If the patron may keep the material supplied, it will be so marked.

F. Music Scores: Cataloged and processed music will be loaned. Sheet music will generally be loaned only if more than one copy is available.

Photocopies of music will not be made. Typed copies of the words of songs will be made upon request if the music cannot be loaned.

G. Audiovisual Materials: Audiovisual materials will be loaned according to MPL's policies. A-V materials may have varied loan periods.

H. Microfilm or Microfiche: Microfilm is not loaned. Paper copies from microfilm will be made if the patron has requested a specific citation.

Microfiche is not loaned. Fiche copies will be made which then may be given to the patron. Costs of copies will be charged under the services line in the Agreement budget.

I. World Language Materials: If specific titles cannot be verified to fill a request, DPI may send subject requests for specific language materials.

J. Standards: Standards are non-circulating. Copies of standards cannot be made for the purposes of interlibrary loan.

K. Miscellaneous Materials: Maps, copies of clippings, and other items will be loaned at the discretion of MPL. If they cannot be loaned, a copy will be made of the materials if the patron has requested one.

L. Government Documents: Documents will be loaned to comply with the depository guidelines. Cataloged, processed documents kept on open shelves for MPL patrons will be loaned at the discretion of the documents librarian.

If it is not possible to loan a document, a paper copy of the non-circulating document will be made. When length prohibits copying, a copy of the table of contents will be sent to fill the request. The requesting patron may then choose the part of the document they would like copied; the requesting library will send the table of contents back to MPL to have the copies made.

Interlibrary Loan Services

- M. Special Collections: Subject requests for information thought to be in special or archival collections at MPL as determined by DPI may be sent to the attention of the MPL reference supervisor.

Transmitting Requests:

MPL staff will accept requests referred to them by DPI on behalf of WISCAT ILL users.

Delivery of Materials:

- A. MPL will assume the responsibility for delivery of materials to fill interlibrary loan requests. Timeliness in getting the item to the patron should be a major consideration in choosing delivery. The Need By date should be taken into consideration. Delivery options include South Central Library System Intersystem Delivery, U.S. Postal Services – Library Rate, UPS, and other courier services when applicable.
- Whenever possible MPL shall use the South Central Library System Intersystem Delivery. For libraries that are not participants in South Central Library System Intersystem Delivery, MPL may choose another method at their discretion and the costs shall be included in the basic contract charge. Other options that would require additional charge may be used only upon approval of the DPI.
 - Libraries may use any of the above options for return of borrowed items.
- B. MPL will assume full responsibility for the handling of circulation related notices (recalls, renewals, overdues) using WISCAT ILL. Notices for collection of payments and fines for all lost materials will be sent directly to the borrowing library.

Milwaukee Public Library Procedures:

- A. Lending requests from WISCAT ILL will be processed as soon as possible. Items located in the Central library will generally receive a response within three days. Materials that require communicating with the lending library, photocopying, special handling, or retrieval from neighborhood branch libraries may take longer.
- B. MPL's interlibrary loan department will manage the number and flow of incoming requests so that a total of 6,000 requests are processed evenly throughout the 12-month period. Staff may use the Holiday List to suspend themselves as necessary to divert requests to other lenders. Service should not be suspended using the Holiday List for terms longer than three days without notifying DPI. response within three days.
- C. Interlibrary loan services staff will promptly notify DPI of any technical or staffing problems.



Interlibrary Loan Services

- D. It is acceptable for MPL to have a manageable backlog of requests.
- E. MPL will send replies for all requests (both filled and unfilled).

Will Not Supply replies must be given using the full view of the ILL request, using the reason Not Owned to prevent the request from going into Retry status (which, if not used, would create more work for MPL interlibrary loan services staff). The specific reason should be added as a History Note (for example, At Bindery).
- F. If a request for a multi-volume work is received, supplying any part(s) of a multi-volume work allows the lender to consider the request filled and it should be updated to shipped. The Lender's Note field on the full view of the WISCAT ILL shipped reply screen should be used to indicate which volumes have been sent.
- G. A shipping destination and address is shown on the WISCAT ILL standard shipping list, which should be sent with each ILL item. Alternate shipping information may be found in the Borrower's Notes in the request. Shipping labels must conform to the South Central Delivery System's "best practices" document (<http://www.sclsdelivery.info/systempages/stateshipping.htm>).
- H. If a photocopy is requested, up to 50 copy impressions will be provided.
- I. CountyCat

MPL interlibrary loan staff will communicate with DPI and MCFLS staff regarding options for configuring the Z39.50 version of CountyCat (Milwaukee County Public Libraries catalog) displayed on WISCAT so that collections and availability for interlibrary loan can be identified as much as software capabilities and local policy allow. If the status of a title is displayed as available at any Milwaukee Central or branch library, the request will be referred.

As all circulation statuses occasionally change or may not be able to be configured precisely, MPL staff is encouraged to submit to DPI any requests they feel should not have been referred so that possible modifications or updates can be made.

Charges for Interlibrary Loan and Delivery Services:

- A. Interlibrary Services may bill requesting libraries for materials damaged or lost by patrons. If MPL cannot gain reimbursement from the library, material may be replaced using funds from the materials budget line in the Agreement budget.
- B. MPL may refuse to lend to a library that has payments for lost or damaged items six or more months past due at the time of the request.

STATE OF WISCONSIN
STANDARD TERMS AND CONDITIONS

ANTITRUST ASSIGNMENT: The contractor and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the contractor hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.

APPLICABLE LAW AND COMPLIANCE: This contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats. and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

CANCELLATION: The State of Wisconsin reserves the right to cancel any contract in whole or in part without penalty due to nonappropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.

WORK CENTER CRITERIA: A work center must be certified under s.16.752, Wis. Stats., and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five percent (75%) of the total hours of direct labor are performed by severely handicapped.

INSURANCE RESPONSIBILITY: The contractor performing services for the State of Wisconsin shall:

Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.

Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.

The state reserves the right to require higher or lower limits where warranted.

NONDISCRIMINATION / AFFIRMATIVE ACTION: In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01(5), Wis. Stats., sexual orientation as defined in s.111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.

Contracts estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the contractor. An exemption occurs from this requirement if the contractor has a workforce of less than fifty (50) employees. Within fifteen (15) working days after the contract is awarded, the contractor must submit the plan to the contracting state agency for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.

The contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.

Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.

Pursuant to 2019 Wisconsin Executive Order 1, contractor agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

Pursuant to s. 16.75(10p), Wis. Stats., contractor agrees it is not, and will not for the duration of the contract, engage in a prohibited boycott of the State of Israel as defined in s. 20.931(1)(b). State agencies and authorities may not execute a contract and reserve the right to terminate an existing contract with a company that is not compliant with this provision. This provision applies to contracts valued \$100,000 or over.

PATENT INFRINGEMENT: The contractor selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The contractor covenants that it will at its own expense defend every suit which shall be brought against the State of Wisconsin (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

PAYMENT TERMS AND INVOICING: The State of Wisconsin normally will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.

Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.

A good faith dispute creates an exception to prompt payment.

PUBLIC RECORDS. Upon receipt of notice from the State of Wisconsin of a public records request for records produced or collected under this contract, the contractor shall provide the requested records to the contracting agency in order to ensure compliance with s. 19.36(3), Wis. Stats. Effective August 2016, the contractor, following final payment, shall retain all records produced or collected under this contract for six (6) years.

REFUND OF CREDITS: The contractor agrees to pay the state within 60 days, at the state's request, any credits resulting from the order which the state determines cannot be applied to future invoices.

TAXES: The State of Wisconsin, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The State of Wisconsin may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.

TERMS AND CONDITIONS: The Standard Terms and Conditions (DOA-3054) or the Standard Terms and Conditions for State of Wisconsin Printing (DOA-3604) shall apply to all orders. Copies of these terms and conditions are available upon request from the State Bureau of Procurement.

VENDOR TAX DELINQUENCY: Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.

MILWAUKEE PUBLIC LIBRARY TERMS AND CONDITIONS

Wisconsin Department of Public Instruction (“DPI”) and the Milwaukee Public Library (“MPL”) agree to the following terms, conditions, obligations and duties, in addition to the terms, conditions, obligations and duties set forth in the Intergovernmental Agreement, Attachment 1, and Attachment 2. Collectively, the Intergovernmental Agreement, Attachment 1, Attachment 2, and this Attachment 3 shall be referred to as the “Agreement.” In case of any ambiguity or conflict between the terms of this Attachment 3 and the Intergovernmental Agreement, Attachment 1, and/or Attachment 2, Attachment 3 shall govern.

1. **Public Records and Document Retention.** Both Parties understand that MPL is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. sec. 19.21 et. seq. DPI acknowledges that it is obligated to assist MPL in retaining and producing records that are subject to the Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Agreement. Except as otherwise authorized, those records shall be maintained for a period of seven years after the termination of the Agreement.

2. **Conflict of Interest.** No officer, employee, or agent of MPL or the City of Milwaukee (“City”) who exercises any functions or responsibilities in connection with the carrying out of any services or requirements to which this Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement. No member of the governing body of the City or MPL and no other public official of the City or MPL who exercises any functions or responsibilities in the review or approval of the carrying out of this Agreement shall have any personal interest, direct or indirect, in this Agreement.

3. **Nondiscrimination.** In addition to those nondiscrimination provisions in Attachment 2, DPI agrees not to discriminate against any qualified employee or qualified applicant for employment because of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, past or present membership in the military service, familial status, or based on affiliation with or perceived affiliation with any of these protected categories. This requirement shall apply, but not be limited to, the following: tenure, terms or conditions of employment, promotion, demotion or transfer, recruitment or recruitment advertising, employment rules and policies, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. No person in the United States shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement. MPL and each employer will comply with all requirements imposed by or pursuant to the

regulations of the appropriate federal agency effectuating Title VI of the Civil Rights Act of 1964. DPI agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. 12101, et seq. DPI will cause the foregoing provisions to be inserted in all subcontracts, if any, for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

4. **Liability.** This Agreement shall not be interpreted to waive any right of recovery in law or in equity by either party against the other.

5. **Insurance.** DPI acknowledges that the City of Milwaukee does not maintain a policy of insurance covering its employees or its motor vehicles. Instead, the City self-insures its employees and its vehicles against liability. DPI is also a self-insured governmental entity.



MEMO

Date: May 21, 2024

To: Milwaukee Public Library Board of Trustees

From: Yves LaPierre, Library Construction Projects Manager

Re: Award Recommendation for the Martin Luther King Branch Redevelopment

The Milwaukee Public Library issued a Request for Proposals for the redevelopment of the Martin Luther King Branch. The bid was publicly advertised with a public bid opening held on Tuesday, May 7, 2024.

The two companies submitted complete and responsive bids:

| Company | Single Lump Sum Amount |
|-----------------------|------------------------|
| Pepper Construction | \$4,955,173.00 |
| Scherrer Construction | \$4,909,788.00 |

Library administration recommends awarding the contract to the lowest bidder, Scherrer Construction for a total of \$4,909,788.00.

