

SHEPPARD MEMORIAL LIBRARY BOARD OF TRUSTEES MEETING Wednesday, November 14, 2012

The Board of Trustees of the Sheppard Memorial Library met at 5:30 p.m., Wednesday, November 14, 2012, in the meeting room at the Winterville Library.

CALL TO ORDER:

Board chair, Dr. Vivian Mott was delayed due to heavy traffic. Vice-chair Mrs. Patricia Rawls called the meeting to order. She welcomed Mr. Gary Ridgeway, auditor from McGladrey LLP.

ROLL CALL:

Presiding: Dr. Vivian Mott

Present:	Dr. Terry Atkinson	LTC Jesse Hinton, Jr. (Ret)	Mrs. Patricia Rawls
	Mrs. Catherine Rouse	Mr. Ralph Scott	Mr. Glen Webb
	Mr. Dick Wolfe		

Absent:	Mrs. Jan Lewis	Mr. Dennis Mitchell	Mr. Ray Spears
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APPROVAL OF MINUTES:

Mr. Dick Wolfe made a motion to approve the minutes from the meeting held July 18, 2012. Mr. LTC Jesse Hinton made a second to the motion. The motion passed.

NEW BUSINESS:

A. The Audit Report for the Fiscal Year Ending June 30, 2012

Mr. Gary Ridgeway presented the audit report, financial statements, and supplementary schedules for the fiscal year ending June 30, 2012. He stated that there were no audit adjustments, no disputes with management, and no difficulties encountered during the audit. The audit was submitted to the Local Government Commission on time. The library received an unqualified opinion, which is the highest level of assurance an auditor can provide an audited entity.

B. Winterville Library Contract Renewal

Library Director Greg Needham presented for the trustees' consideration, a copy of the proposed contract between the Town of Winterville and the Sheppard Memorial Library. A previous contract engaged the professional library management services of the Sheppard Memorial Library to operate the Winterville Library for the Town of Winterville. The original contract was for a period of ten years, with an automatic renewal for an additional ten years, and had expired in April 2011. The fact that the contract had expired was noticed during the 2012-2013 budget planning cycle. The Winterville Town Council approved a new contract to engage the management services of Sheppard Memorial Library for five years, with an automatic renewal option for an additional five years. The new contract also requires an annual report and budget presentation to the Winterville Town Council. Consensus was met among the trustees to approve the new contract with the condition that the engagement date be updated to November.

Mrs. Patricia Rawls made a motion to accept the new agreement, with the amended date, between the Town of Winterville and Sheppard Memorial Library. Dr. Terry Atkinson made a second to the motion. The motion passed.

C. Bylaws Amendment

Library Director Greg Needham and Library Board Chair Vivian Mott presented bylaws revisions for consideration. Most of the revisions pertain to making the bylaws gender neutral. The most significant recommendation is to change from six board meetings per year to four board meetings per year.

Mr. Ralph Scott made a motion to accept the revisions to the bylaws (a copy is attached). Dr. Terry Atkinson made a second to the motion. The motion passed.

EVALUATION OF THE LIBRARY DIRECTOR:

Executive Session

Mr. Ralph Scott made a motion to go into executive session to discuss a personnel matter. Dr. Terry Atkinson seconded the motion. The motion passed, and the Board of Trustees went into executive session.

In executive session, the board chair reviewed trustee-submitted performance evaluations for the library director. Budgeted funds that were allocated for wage increases were recently distributed across-the-board for eligible library employees, as directed by Greenville City Council action. The library director was a beneficiary of that action. No further funds are available for merit increases.

Mr. Ralph Scott made a motion to move out of closed session. Mr. Dick Wolfe seconded the motion. The motion passed, and the trustees moved back into regular session.

Evaluation of the Library Director

In open session, members of the Library Board of Trustees expressed their appreciation to the library director for his leadership of the Sheppard Memorial Library.

LIBRARIAN'S REPORT:

A. Annual Report

Mr. Needham presented the 2011-2012 annual report, noting the following highlights:

- 507,522 total circulation (vs. 523,489 in 2010-2011);
- 514,488 total visits (vs. 448,803 in 2010-2011);
- 189,271 public computer sessions (vs. 199,212 in 2010-2011);
- 31,318 program attendance (vs. 30,237 in 2010-2011);
- 133,035 reference and informational requests (vs. 166,503 in 2010-2011);
- award of two LSTA grants; introduced the 3M Cloud for circulating e-books; upgraded to new catalog software; and introduced mobile apps.

B. Statistical

Mr. Needham reported the following statistical information comparing 2012 to the same time last year:

- Circulation in July increased 3.07%, in August decreased 1.71%, in September decreased 5.25%, and in October increased 4.06%.
- Patron visits in July increased 27.24% and October increased 2.45%. No statistics were available for August and September because patron visits were counted only quarterly the previous year.
- Computer sessions (not including wi-fi use) were down each month - 5.08% in July, 11.05% in August, 14.81% in September, and 4.29% in October.

- While overall computer sessions are down, the Carver Library shows increased use, likely due to the installation of new computers in fiscal 2011 - 2012.
- LSTA grant-funded computers will soon be installed at the Winterville and East branch libraries.
- Wi-fi and mobile device use continue to increase.

C. Financial

At the end of October 2012, the library had received 34.11% of anticipated revenues while expending 30.81% of the budget. This compares to having received 36.98% of revenues and expending 27.02% of the budget at the end of October 2011.

D. One Minute Updates

Mr. Needham commented on the following items of interest:

- **Feedback on fines and fees increases:** The impact of increased fines and fees is generating more revenues. Negative feedback has been minimal from library patrons.
- **Friends paperback book sale:** The September paperback book sale grossed \$2,664.
- **Main library roof project and hurricane Irene damage:** Installation and repairs are complete, and we hope the result will produce utilities savings at the main and East Branch facilities.
- **LSTA grants and the replacement of all public computer chairs:** LSTA grant computer equipment will soon be installed at the Winterville and East branch libraries. Book and audiovisual material orders are nearing completion and materials are arriving weekly. All public computer chairs have been replaced with a durable product that can be sanitized.
- **Meeting with Barbara Lipscomb, the new City Manager:** An introductory meeting between the Library Director and the new City Manager went well.
- **Update on the City of Greenville transportation center:** A consulting firm hired by the City of Greenville has narrowed options for the construction of an intermodal transportation center to two locations. Neither location is adjacent to library property; however, both options are within a few city blocks of the library. The library, Jarvis Church, and businesses in the area are closely following the development of this project.
- **Winterville Library fiber connection:** High-speed Internet access has been installed at the Winterville Library. Staff and patrons are happy to benefit from the improvement.
- **New library cards and website:** An updated adult library card will soon be issued to new library patrons. A new and improved library website is now accessible. Feedback is positive.
- **Staff retirement and restructuring:** Meredith Foltz, the Head of the Technical Services Department, will retire at the end of January 2013. Meredith has provided over 36 years of valuable library expertise to the staff and management of Sheppard Memorial Library. Some staff restructuring will result from her retirement.
- **Carver Library carpet:** Carpet at the Carver Library has been re-glued with a superior product over what was used when the carpet was first installed during the 2005 expansion and renovation.

ADJOURNMENT:

Having no further business to conduct, the chair called for a motion to adjourn. Dr. Terry Atkinson made a motion to adjourn. Mr. Dick Wolfe seconded the motion. The motion passed, and the meeting adjourned. Trustees toured the Winterville Library following adjournment.

Respectfully Submitted,



Greg Needham, Secretary

-Renewal-

Contract between the Town of Winterville and Sheppard Memorial Library

**NORTH CAROLINA
PITT COUNTY**

This **AGREEMENT** made and entered into this the 13th day of November, 2012 by and between the Town of Winterville, a body corporate and politic of the State of North Carolina, hereinafter referred to as the **TOWN**, and the Board of Trustees of Sheppard Memorial Library, hereinafter referred to as the **LIBRARY**;

W I T N E S S E T H

THAT WHEREAS the City of Greenville and the County of Pitt jointly maintain and operate the Sheppard Memorial Library, which gives library service to the residents of Pitt County, and appoints the Trustees to control its operations; and

WHEREAS, the Trustees have jurisdiction and control of the main branch of said **LIBRARY**, as well as two (2) additional branches in the City of Greenville; and

WHEREAS, the Town of Winterville has requested that the **LIBRARY** maintain a branch in the Town of Winterville in a building to be furnished by the **TOWN**; and

WHEREAS, the **LIBRARY** is willing to enter into this **AGREEMENT** to provide library services requested by the **TOWN**.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and promises hereinafter set forth, the parties hereto mutually agree as follows:

FIRST: That the **LIBRARY** shall furnish to the **TOWN** such services as set forth in Appendix I. The branch will be operated in the building located in the **TOWN** in accordance with the policies and procedures established by the Trustees of the **LIBRARY**.

SECOND: The **LIBRARY** shall have complete authority to employ and supervise all personnel in the branch of the **TOWN**. Any and all benefits and salaries of such personnel shall be the responsibility of the **TOWN** and appropriations from the **TOWN** in its budgeting process, or otherwise contributed, shall be made to the **LIBRARY** and disbursed in accordance with its fiscal policies established from time to time.

THIRD: All costs of personnel, book processing, supplies, and any other operating expenses as may be necessary to operate and provide library services to the **TOWN** shall be the responsibility of the **TOWN**, and to that end, the **TOWN** agrees to reimburse the **LIBRARY** on such periodic basis as may be established from time to time by the Trustees of the **LIBRARY**, but not less than quarterly (July, October, January and April). It is agreed that all costs as herein referred to and appropriated by the **TOWN** shall be such as to sufficiently operate the branch of the **TOWN** for a period of at least thirty (30) hours per week. By March 1 of each year, an annual statement setting forth the projected costs for the forthcoming fiscal year shall be provided by the **LIBRARY** to the **TOWN** to assist in its budgeting process.

FOURTH: It is agreed that in the event the **TOWN** does not provide the necessary funds to operate the Winterville branch of the **LIBRARY**, as hereinabove provided, as and when the same is required, the **LIBRARY** shall discontinue service to said branch and remove the property belonging to the **LIBRARY**.

FIFTH: It shall be the responsibility of the **TOWN** to provide, maintain, replace, and insure the necessary equipment and building in which the branch in Winterville shall be housed, including, but not limited to, the replacement of equipment owned by **TOWN** when directed by the **LIBRARY** as well as making all major or emergency repairs. In addition, the **TOWN** shall maintain the grounds surrounding the building. Any and all equipment and real property furnished by the **TOWN** shall remain the property of the **TOWN**. Further, the real property and building shall remain under the control of the **TOWN**.

SIXTH: In addition to furnishing equipment and building, it shall be the responsibility of the **TOWN** to provide essential telephone service to the branch, and to provide all utilities, heat and air conditioning as may be required by the **LIBRARY**. It is agreed that the **TOWN** shall make every effort to maintain a comfortable place in which to operate the branch in the **TOWN**.

SEVENTH: It is agreed that the **LIBRARY** will furnish all books, periodicals and other library materials for the Winterville branch in such quantities as the **LIBRARY** may from time to time determine. It is further agreed that any library

equipment and materials furnished by the **TOWN** shall remain the property of the **TOWN**. Any donations of funds and other materials made to the **LIBRARY** which are utilized in the Winterville branch shall remain the property of the **LIBRARY**.

EIGHTH: It is agreed that the **LIBRARY** will provide a "borrower's card" for the patrons of the **TOWN** branch which will entitle said patrons to use materials from any of the other branches operated by the **LIBRARY**.

NINTH: It is understood and agreed that during the annual budget process for the **TOWN**, the **LIBRARY** agrees to give an Annual Report to the Town Council which includes but is not limited to a financial accounting for the previous budget year, services offered to the citizens of Winterville, numbers served, and projected changes in fines and fees schedules or any other revenue sources.

TENTH: It is agreed by the **LIBRARY** and the **TOWN** that the term of this **AGREEMENT** shall be for a period of five (5) years from the date of execution of said **AGREEMENT** which shall be November 13th, 2012 with each party reserving the right to terminate the **AGREEMENT** after the five (5) year period upon giving written notice to the other party six (6) months prior to the date of termination. The **TOWN** and the **LIBRARY** may jointly agree to extend this **AGREEMENT** for an additional five (5) years but this joint consent must be given three (3) months prior to the termination of the initial term. If this **AGREEMENT** is not extended or terminated per this paragraph, the **AGREEMENT** will become an annual agreement which either party may terminate by giving three (3) months written notice to the other party.

This **AGREEMENT** contains all of the terms and provisions agreed upon, any amendments to this **AGREEMENT** must be in writing and signed by the parties hereinabove named.

IN WITNESS WHEREOF the **LIBRARY** has caused this **AGREEMENT** to be executed by the Chair of its Board of Trustees, attested by its Secretary to the Board, and its Official Seal to be hereunto affixed; and the **TOWN** has caused this

AGREEMENT to be executed by its Mayor, attested by its Town Clerk, and its Official Seal to be hereunto affixed, all by authority duly given, this the day and year first above written.

SHEPPARD MEMORIAL LIBRARY:

BY: *Victoria Webb*
Chair

ATTEST:

BY: *Greg Needham*
Secretary



(SEAL)

TOWN OF WINTERVILLE:

BY: *Douglas A. Jackson*
Douglas A. Jackson, Mayor

ATTEST:

BY: *Jasman Smith*
Jasman Smith, Town Clerk

NORTH CAROLINA
PITT COUNTY

On this the 20th day of November, 2012, personally came before me,
Robin M. Edwards, a Notary Public in and for Pitt County, North
Carolina, Greg Needham, who, being by me duly
sworn, says that ___he knows the Official Seal of the Sheppard Memorial Library, and
that ___he is acquainted with Vivian Mott, who is the Chair of the
Sheppard Memorial Library, and saw the said Chair sign the foregoing instrument and
saw the said Official Seal of Sheppard Memorial Library affixed to said instrument by
said Chair, and that ___he, the said Greg Needham Secretary, signed his
name in attestation of the execution of the said Agreement in the presence of said Chair.

WITNESS my hand and Notarial Seal, this the 20th day of November,
2012.



Robin M. Edwards
Notary Public

January 18, 2017

NORTH CAROLINA
PITT COUNTY

On this the 13TH day of November, 2012, personally came before me,
MICHAEL S. STEG, a Notary Public in and for Pitt County, North
Carolina, Douglas A. Jackson, who, being by me duly
sworn, says that he knows the Official Seal of the Town of Winterville, and that he is
acquainted with Douglas A. Jackson, who is the Mayor of the Town of
Winterville, and saw the said Mayor sign the foregoing instrument and saw the said
Official Seal of Town of Winterville affixed to said instrument by said Mayor, and that
she, the said Jasman J. Smith, Town Clerk, signed her name in attestation of the
execution of the said Agreement in the presence of said Mayor.

WITNESS my hand and Notarial Seal, this the 13TH day of NOVEMBER,
2012.

(Seal)

My commission expires:

MARCH 24, 2015



[Signature]
Notary Public

APPENDIX I.

Services and material to be provided by the **LIBRARY**:

- 1) Administration of the branch.
- 2) Consultation service by the professional staff of the **LIBRARY**.
- 3) Delivery service of borrowed material.
- 4) Reference and interlibrary loan service.
- 5) Public relations program.
- 6) Children's programs, including supplies for a summer reading program.
- 7) Book acquisitions, cataloging and processing as deemed necessary by the **LIBRARY**.
- 8) Audio-visual acquisitions, cataloging, and processing.
- 9) Circulation control systems.
- 10) Books, magazines, and audio-visual materials as available from donations or other sources of funding.
- 11) Regular Bookmobile visits to designated stops in the **LIBRARY** service area.

All services are subject to the availability of funds.

Services are subject to additions or deletions at the option of the **LIBRARY**.

Sheppard Memorial Library

Bylaws for the Board of Trustees

As the City of Greenville and the County of Pitt have joined to support public library service for the benefit of all their citizens and the General Statutes of North Carolina, specifically article 14 - Chapter 153A, setting forth the method for the establishment and perpetuation of a library board of trustees, it is the intent of this instrument to serve as the bylaws for the government of the board of trustees of Sheppard Memorial Library.

Article I

Membership of the Board. The membership of the board will be comprised of not more than twelve members who are appointed for no more than two consecutive three-year terms. When an appointment is made to fill an unexpired term, the appointee will remain eligible to be appointed to serve up to two consecutive three-year terms. No more than six members will be appointed by the Greenville City Council and no more than three members will be appointed by the Pitt County Board of Commissioners. In addition to the aforementioned members of the board, both the Greenville City Council and the Pitt County Board of Commissioners may in their discretion each appoint one of their own members as an ex-officio member of the board.

A governing body member, serving in an ex-officio capacity, will serve on the library board of trustees for the duration of the term of office on the governing body, and will have full rights, duties and responsibilities as a member of the board.

Article II

Meetings. Regular business meetings of the board of trustees will be held during the months of January, March, July, and October on a date that is convenient to the board of trustees. The annual meeting of the board of trustees will be held at the regular business meeting in July, at which time, the day of the week for subsequent board meetings for the year will be decided upon. Special meetings may be called by the chair or library director upon request of six members of the board for the transaction of business stated in the call for the meeting. A notice of each regular meeting will be mailed or emailed to all board members at least five days before the meeting.

Quorum. A quorum for the transaction of business will consist of a majority of the members of the board (including ex-officio members).

Attendance. Any member of the board of trustees who will be absent from more than two consecutive meetings without notifying the library director or will be absent from 50 percent of the meetings during any twelve-month period with or without notification will be automatically removed from the board. This vacancy will be filled by the governing body which originally appointed the member, with the appointee to serve the duration of the unexpired term of the individual whose position has been filled.

Article III

Officers. Officers of the board will be chosen for a one-year term at the regular annual meeting of the board and will be as follows: the chair, the vice-chair, and the executive secretary.

With the exception of the position of the executive secretary, which will be filled by the library director, no officer will serve for more than two consecutive terms.

Duties of Officers. The chair of the board will preside at all meetings, appoint all committees, authorize calls for any special meetings and generally perform the duties of a presiding officer. In the absence of the chair from the board meeting, the vice-chair will serve or the members present may select a temporary chair for the meeting.

The library director will serve as the executive secretary of the board and as such will keep a true and accurate account of all proceedings of the board meetings; will issue notices of all regular meetings, and on the authorization of the chair, of all special meetings; will have custody of the minutes and other records of the board; and will notify the Greenville City Council or the Pitt County Board of Commissioners of any vacancies on the board. In the capacity as the executive secretary the library director will not be an official member of the board nor have a vote.

The library director will authorize expenditures from library funds in the library treasury and have them countersigned by another officer.

Vacancies. Should a vacancy occur in any of the offices in this article (with the exception of the executive secretary) the chair will appoint a nominating committee to select a nominee or nominees who will be voted upon by the board at the next regular meeting, together with such nominations as may be made from the floor. The board member selected will fill the unexpired term of the vacant office.

Article IV

Committees. Special committees for the study and investigation of special problems may be appointed by the chair. Such committees will serve through the completion of the work for which they were appointed.

Article V

Duties of Trustees. The duties of trustees consist of carrying out conscientiously the powers given them. It is their duty and responsibility to determine the policy of the library; select and appoint a competent, professionally certified library director; advise in the preparation of the budget, approve it, and work to obtain the necessary funds; provide and maintain adequate buildings and grounds; study and support legislation that will bring about the greatest good to the greatest number of libraries; cooperate with other public officials and boards; and maintain vital public relations.

Article VI

Library Director. The library director will be considered the executive officer of the board and will have sole charge of the administration of the library under the direction and review of the board and will be the executive secretary of the board. The library director will be responsible for the care of the buildings and equipment, for the employment and direction of the staff, for the efficiency of the library's service to the public, and for the operation of the library under the financial conditions set forth in the annual budget. The library director will attend all board meetings except those at which appointment or salary of the library director is to be discussed or decided.

Article VII

Limitations. No member of the board or immediate relative of a board member or of the library director will be considered for full-time staff employment.

No member of the board or any administrative member of the library will use the resources, business, finances, or contracts of the library for personal use or profit.

Article VIII

Order of Business. The order of business at the regular meetings will be as follows:

- < Call to Order
- < Approval of Minutes (either read or previously received)
- < Library Director's Report
- < Committee Reports
- < Unfinished Business
- < New Business
- < Adjournment

Article IX

Amendments. The bylaws may be amended at any regular meeting of the board with a quorum present, by a unanimous vote of the members present, provided the amendment was stated in the call for the meeting; further provided if eight or more members of the board are present at the meeting, the bylaws may be amended by a two-thirds majority of those present.

Adopted	March 21, 1972
Revised	April 1975
Revised	January 1984
Revised	July 1986
Revised	September 1988
Revised	January 2011
Revised	November 2012