

Comments on June 3, 2013 BLT Agenda Items

Comments on the Newport Beach Board of Library Trustees agenda items, submitted by:

Jim Mosher (jimmosher@yahoo.com), 2210 Private Road, Newport Beach 92660 (949-548-6229)

Item 4. Approval of Minutes – May 6, [2013] Regular Meeting

I think Elaine does an excellent job preparing the minutes, and again this month I did not notice any typos.

I would, however, offer two, hopefully constructive, suggestions:

1. The draft minutes indicate that during the meeting there were six votes, each recorded simply as “*motion carried.*” It is impossible for those who did not attend the meeting to know if this means the motions carried unanimously, or only by a majority vote. Since the Brown Act prohibits secret votes, it would seem helpful to indicate something more definite, such as “*motion carried unanimously*” or “*motion carried by acclamation*” or the name(s) of the dissenting trustee(s), as appropriate.
2. It is impossible, based on the minutes alone, to know what items were approved as a result of the “yes” vote on the Consent Calendar. Although the agenda will probably be permanently preserved, there is no guarantee of this, and since reference to the agenda is required to understand the minutes, it means the approved minutes will not be a complete record of the actions taken at the meeting. As suggested last month, this problem could easily be avoided by using the published agenda as a template for the minutes, and (after removing certain boilerplate) simply filling in the discussion and votes under the announced items. That is the format used by the City Council and the Planning Commission, among others, and it provides a readily understandable result.

Item 5.B.1. Report on the Laptop and iPad Circulation Policy

1. I thought there currently were, or had been discussion of the need for, age restrictions on the checkout of some electronic devices. I don't see that in the proposed policy.
2. I thought at one time there was an announcement that staff was purchasing a number of eBook readers from various manufacturers for patrons to use or try while in the library. Did that happen? And if so, should this policy apply to them?
3. In Rule 3, it would seem “*must present a valid NBPL card*” should read “*must have a valid NBPL card*” since Rule 4 says you don't actually have to physically present it.
4. The intent of Rule 9, allowing renewals only “*as long as one laptop/iPad is available*” would be clearer, and also more amenable to change as new kinds of devices are added to the policy, if it read “*as long as one of that device is available.*”
 - a. As Trustee Grant observed at the last meeting, even if clear, the requirement that renewals be allowed only when another device of the same kind is sitting unused on the shelf does not make sense in all circumstances.
 - b. Rule 9, as written, also provides no guidance to the librarian when, with no devices on the shelf, a patron returns their device, and then immediately demands their right under this policy to check it back out since there is now one on the shelf (namely, the one they just returned).

5. In Rule 10, the 30 minute before closing time return policy seems overly rigid, and unnecessary, or inapplicable, to the smaller branches.

Item 5.B.2. Media Center Policy and Use Agreement

1. In Rule 10, the statement that “Saving work on Media Center computers is prohibited” seems unnecessarily different from the policy for use of other public computers, including the laptops and iPads that were the subject of the preceding item, and if taken literally would severely impede the usefulness of the Center. Especially with audio/visual applications, it is almost certain the software will not function properly without saving at least temporary files on the workstation’s drive(s), and this could also be necessary for working files which can be much larger than the final product and could easily exceed the capacity of readily available removal media such as the CDs and flash drives mentioned in the policy. I believe what is meant is that patrons should not expect to be able to store their work on the media center computers between sessions.
2. In Rule 14, “*Library Board of Trustees*” should read “*Board of Library Trustees.*”

Item 5.B.3. Commercial Activity in Library

1. I find it possible that the offended patron may have observed Literacy Tutors and mistakenly assumed they were commercial operators.
2. I don’t always agree with staff’s recommendations, but in this case I do, although the existing [Library Use Policy Regulation A.12](#) prohibiting “*Soliciting or collecting funds (except for staff’s collection of overdue fines, fees, proceeds of book sales, rentals, and library donations),*” might be read as already prohibiting commercial use, at least to the extent of accepting payment, on library property, for the services rendered, and requiring staff to monitor for such activity.
3. In general, I think commercial use should be prohibited and/or regulated only when it impedes physical access to public facilities or areas (one of the primary rationales behind the park permitting rules), or if the operator makes it appear that a free public service is available only by paying them.
4. Another aspect of this issue that might deserve consideration is the other rationale of the park permitting program, which (although not entirely clear from the regulations [as codified](#)) is that if a person is financially benefitting from the use of publicly funded facilities, the public should share in the revenue (via the “agreement” with the Recreation Director). As Tim points out, it is both difficult and inappropriate for library staff to attempt to determine patrons’ reasons for using library services, but it would seem that someone, for example, providing for-profit tutoring services might be required to obtain a Newport Beach business license, or work for a business that has one. I haven’t attempted to verify if a business license requirement is enforced against those required to have permits for commercial use of City parks, but I do believe the agreements require a substantial fraction of the commercial revenue generated by the activity to go to the City.