

EVERETT ROEHL MARSHFIELD PUBLIC LIBRARY

POLICY NUMBER: 5.210

POLICY: Circulation Policy

ADOPTION/LAST REVIEW: Adopted 9/20/94, Revisions 11/14/95, 3/12/96, 4/14/96, 4/8/97, 9/10/02, 11/12/02, 6/14/05, 10/10/06, 9/11/12, Revised & Reviewed 11/21/17

1. **ELIGIBILITY FOR SERVICE**

The Everett Roehl Marshfield Public Library is established under the provisions of Chapter 43 of the Wisconsin State Statutes as the joint public library for the City of Marshfield and the Town of McMillan. However, through contractual relationships with the Wood County Library Board, the South Central Library System Board of Trustees, and agreements with other Wisconsin library systems, this library also acts as a regional public library.

A. **IN-SYSTEM BORROWERS**

All permanent residents of the City of Marshfield, Town of McMillan, Wood County, and the other six counties that participate in the South Central Library System are eligible for all library services on the same basis.

B. **OUT-OF-SYSTEM BORROWERS**

The South Central Library System has reciprocal borrowing agreements with every library system in the state except the Milwaukee County Federated Library System. A resident from any county that participates in any of the other library systems in the state is eligible for services offered by the Everett Roehl Marshfield Public Library with the exception being those counties that meet the requirements for service fees as described in Library Policy 5.310, "Service Fees for Out-of-County, Out-of-System Usage."

Out-of-System borrowers who are registered Everett Roehl Marshfield Public Library users can check out all other materials and equipment on the same basis as local residents.

C. **TEMPORARY RESIDENTS**

Temporary residents (staying six months or longer) of the City of Marshfield, Town of McMillan, Wood County, or of a county that participates in the South Central Library System are eligible for limited services at no charge.

To register for a card, a temporary resident must show proof of current temporary address (as listed in E. PROOF OF IDENTITY AND RESIDENCE) with their

name and temporary address, and a valid driver's license or state ID for proof of identity and permanent address. Borrowers in this category are allowed to check out three items at a time, and cannot check out equipment, or art prints. Exceptions can be made and temporary cards given with the permission of the Library Director or designated staff member.

Temporary residents are issued a library card, which is valid for ~~six~~ **three** months.

D. MINORS

A minor is defined as any individual under the age of 18. The Board of Trustees of the Everett Roehl Marshfield Public Library affirms that the library does not serve in loco parentis, and that it is the parent or legal guardian (and only the parent or legal guardian) who may restrict their children and only their children from access to library materials and services.

A parent or legal guardian who wishes to restrict the library privileges of their minor children must indicate their desire by submitting a signed letter to that effect. In the absence of such a letter, children are allowed to check out all library materials. Parents may remove the restrictions at any time with a signed letter to the head of the Circulation Section or the Supervisor-in-Charge.

1) JUVENILE REGISTRATION

Any person under the age of 18 and their parent or legal guardian must be present to obtain a library card. Juvenile registrations must be signed by the applicant's parent or legal guardian before any materials are checked out. The parent or legal guardian assumes financial responsibility for the library materials, which are checked out on that card.

If the parent or legal guardian's account has charges of more than \$5 and is, thus, not in good standing, the juvenile's card will be issued with limited borrowing privileges (no more than 3 items at any one time) until the legal guardian's account is restored to good standing.

E. PROOF OF IDENTITY AND RESIDENCE

When applying for a library card, the applicant must provide proof of identity and proof of current residential street address. Post office boxes are not acceptable because they do not provide the necessary geographic location information. A parent or legal guardian's proof of identity and address may be used to establish their minor child's identity and address.

1) **PROPER ID**

- a) Proper Photo ID which includes a valid: Driver's license, State ID, Passport, Military ID or Student ID
- b) Proof of current address includes:
 - i) Any proper photo ID, as listed above, showing the current address or
 - ii) Any mailed bill/statement (for example: utility, phone, cable, medical, bank statement, etc.) with a postmark or date less than 1 month old and showing the name and current address of the applicant or
 - iii) A personal check or payroll check less than 1 month old showing the name and current address of the applicant or
 - iv) A current residential lease showing the name and address of the applicant.

2) **ACCOMMODATION CHECK-OUT**

Registered patrons who do not have their borrower's card, but still wish to check out materials are allowed to utilize an accommodation checkout. Patrons must prove their identity to be eligible for an accommodation checkout by using any of the proper photo ID listed above.

2. LOAN PERIODS, FINES AND GRACE PERIODS

Providing the public with easy access to information and reading materials is one of the primary functions of the Everett Roehl Marshfield Public Library. The loan periods, limits, fines and restrictions on borrowing materials are established to further this goal. Loan periods and limits are set in an effort to offer equal access to materials to all people. A fine structure is established not to punish those who return materials late, but to provide an incentive to patrons to return their materials on time. The library relies on people to return materials promptly, so other people can check out these materials. In instances where fees are imposed, they are intended to safeguard the investment that the community has made in the library.

Exemptions from fines or fees may be granted to groups or individuals by the Library

Director or designated staff member.

Overdue fines accrue until materials are returned to this library and/or the maximum fine per item is reached. Patrons who return our materials to another library are responsible for overdue fines up until the material arrives at this library. Overdue fines are not charged for days in which the library is closed.

GRACE PERIOD: All materials, except DVDs, interlibrary loans and equipment, have a grace period of up to seven days during which overdue fines will accumulate, but will not be charged if the materials are returned during that time. If materials are returned within the seven-day grace period, fines will not be charged. If materials are returned after the seven day grace period, all accumulated fines will be charged from the original due date.

A. 28 DAY LOAN PERIOD

TYPE OF MATERIAL	OVERDUE FINE	MAXIMUM FINE	7 DAY GRACE PERIOD
BOOKS	\$.15/day	\$10.00	YES
AUDIO BOOKS	\$.15/day	\$10.00	YES
MUSIC CDS	\$.15/day	\$10.00	YES
MAGAZINES	\$.15/day	\$5.00	YES
ART WORKS	\$.50/day	\$10.00	YES
EQUIPMENT & MATERIALS FROM THE NATIONAL LIBRARY FOR THE BLIND AND PHYSICALLY HANDICAPPED	NA	NA	NA

B. 21 DAY LOAN PERIOD

TYPE OF MATERIAL	OVERDUE FINE	MAXIMUM FINE	7 DAY GRACE PERIOD
NEW BOOKS	\$.15/day	\$10.00	YES

C. 14 DAY LOAN PERIOD

TYPE OF MATERIAL	OVERDUE FINE	MAXIMUM FINE	7 DAY GRACE PERIOD
EQUIPMENT FOR VISUALLY IMPAIRED PEOPLE	\$.15/day	\$10.00	YES

D. SEVEN DAY LOAN PERIOD

TYPE OF MATERIAL	OVERDUE FINE	MAXIMUM FINE	7 DAY GRACE PERIOD
FICTION DVDS	\$1.00/day	\$10.00	NO
MULTIMEDIA PROJECTOR* Due back before closing on the due date.	\$10.00/day	\$50.00	NO
PUBLIC ADDRESS SYSTEM	\$10.00/day	\$50.00	NO
DVD PLAYER with screen* Due back before closing on the due date.	\$1.00/day	\$10.00	NO
OPAQUE PROJECTOR* Due back before closing on the due date.	\$1.00/day	\$10.00	NO
OVERHEAD PROJECTOR* Due back before closing on the due date.	\$1.00/day	\$10.00	NO
SLIDE PROJECTOR* Due back before closing on the due date.	\$1.00/day	\$10.00	NO
SCREENS* Due back before closing on the due date.	\$1.00/day	\$10.00	NO

*** These items should be booked in advance at the Checkout Desk.**

E. THREE DAY LOAN PERIOD

TYPE OF MATERIAL	OVERDUE FINE	MAXIMUM FINE	7 DAY GRACE PERIOD
NEW DVDS	\$1.00/day	\$10.00	NO

F. SPECIAL LOAN PERIOD

TYPE OF MATERIAL	LOAN PERIOD	OVERDUE FINE	MAXIMUM FINE	7 DAY GRACE PERIOD
REFERENCE MATERIALS (may be checked out with a permanent valid borrowers card if approved by a supervisor.)	Determined by the approving supervisor	\$1.00/hour	\$50.00 or list price	NO
INTERLIBRARY LOAN MATERIALS	Determined by lending library.	\$1.00/day	Determined by lending library.	NO

3. FINES

If fines are not paid when materials are returned to the library after the seven day grace period (or, for materials without a grace period, after the date due), the fines are registered under the patron's name in the automated system. When a patron with fines attempts to checkout, the system alerts the circulation employee if the fines total more than five dollars and the patron is, thus, no longer in good standing.

When a patron has accumulated \$50 in fines but returned the materials, he/she will receive a Billing notice. If the charges have not been resolved within two weeks of the mailing of this notice, the matter shall be turned over to a collection agency.

4. LIBRARY & OVERDUE NOTICES

Library users are responsible for keeping track of the materials checked out on

their borrowers' cards. The library considers the first notice to be the date due slip issued at checkout. Email courtesy notices are sent as a reminder one day prior to the due date. Failure to receive an email notice does not alter responsibility for material should it become overdue. As a further service, the library does send other notices reminding patrons that their materials are overdue. The second, or overdue notice, is sent when materials are eight days overdue and the seven day grace period, if applicable, has now expired. The third is sent at four weeks overdue. A fourth and Final Notice is sent when the material is six weeks overdue. Overdue reminders are a service to users and in no case will a reduction in fines or fees be made because a notice was not sent or received on schedule.

5. BILLING NOTICES

Materials that are not returned eight weeks after their due date, are assumed to be lost, and a bill for their replacement is sent to the patron. If the total bill reaches or exceeds \$50, the billing notice will contain a statement to the effect that the materials must be returned or paid for within two weeks or the matter will be turned over to a collection agency. Information about billing notice amounts may be found in section 7. REPLACEMENT COST FOR LOST OR DAMAGED MATERIALS. Patrons that return their materials after a bill has been sent, but before the matter is sent to the collection agency, are only charged an overdue fine (for information about overdue fines see section 2. LOAN PERIODS, FINES AND GRACE PERIODS).

Ten weeks after the due date, if no corrective action is taken by the patron, the library will forward any bills of \$50 or more to the collection agency and, at that time, add a \$10 fee to cover the collection costs.

Patrons who return materials after the matter has been sent to the collection agency are responsible for the fines and the fee assessed to cover the collection agency cost.

6. SUSPENDED BORROWING PRIVILEGES

A. NOT IN GOOD STANDING STATUS

Library users who have unpaid fines of over \$5.00 or have materials which have a status of "lost" or "not returned by patron" will have their borrowing privileges suspended. They will not be allowed to check out materials until fines are reduced below the \$5.00 level, or materials are returned and fines are paid, or in the case of unreturned or damaged items, reimbursement for replacement is made.

Library users who have unpaid fines of \$5.00 or less, are considered in good

standing and eligible for all library services

The Director or his/her designated representative may extend borrowing privileges to persons who have a not in good standing status if an acceptable payment schedule is established and followed.

7. **REPLACEMENT COST FOR LOST OR DAMAGED MATERIALS**

Library users will be charged for lost or damaged materials as described below:

A. A service charge is assessed on all lost library materials and on materials damaged beyond repair (including audiovisual materials and equipment) to cover processing costs involved in clearing the bibliographic or inventory records and reordering an item. A \$6.00 per item charge applies to all cataloged materials except periodicals which receive limited cataloging. The service charge for ~~mass~~ for periodicals \$2.00.

B. A replacement cost is also assessed on all lost or irreparable items. The list price is used for the replacement charge. If no list price is available, the standard price listed below will be charged.

C. Standard Charges for materials with no list price are as follows:

Adult Materials

Hardcover Fiction	\$28.00
Hardcover Nonfiction	\$35.00
Trade Paperback	\$15.00
Mass Market Paperback	\$8.00

Children's Materials

Hardcover Fiction	\$15.00
Hardcover Nonfiction	\$18.00
Paperback	\$6.00

Other Materials

Art Works	(list price only)
Audiovisual Equipment	Replacement Cost for Comparable Item from Library's Vendor
Compact Discs - Music (individual & sets)	\$20.00 per disc
Compact Discs – Book (individual & sets)	\$20.00 per disc
DVDs	\$25.00
BluRay DVD	\$30.00
Interlibrary Loans	Determined by lending library
Periodicals	Cover Price, or if not available, \$5.00
PlayAways	\$75.00

D. Once a lost or damaged item is paid for, that transaction is final. No refunds will be made on items that are returned to the library after they have been paid and officially withdrawn.

E. Incomplete or Damaged Returns: If materials are returned damaged or with missing pieces a standard charge will be assessed according to the chart below.

Labels/Barcodes	\$1.00
DVD Notes/Booklets	\$2.00/over 15pp \$5.00
DVD and Blu-Ray Cases	\$2.00
CD Case	\$2.50 for 1-2 disc cases \$5.00 for 3-9 disc cases \$10.00 for 10 or more disc cases
Liner Notes/music	\$2.00/over 15 pp \$5.00

8. LOST BORROWER'S CARDS

A lost or stolen borrower's card should be immediately reported to the library, because the person whose name is on the card is financially responsible for all materials checked out on that card. Parents or guardians of minors are financially

responsible for all materials checked out on their children's cards.

A. LIBRARY CARD REPLACEMENT FEE

There is a \$2.00 replacement charge for any lost or missing cards issued less than four years ago. Damaged cards will be replaced at no charge

If a card has not been used in 4 years or more, it will be replaced without charge.

9. CLAIMS

A Claim is when a patron claims that he/she has returned or never had the library material currently on their record. A Claim must be placed before the items are sent to collections.

If the materials in the first incidence of a claim are not found, the charges will be waived by the library. Any charges involving a second incidence of a claim will be evaluated. The charges involved in a third case of a claim will not be waived and borrowing privileges will be withheld until the charges are resolved.

10. HOLDS

Any registered borrower of the Everett Roehl Marshfield Public Library in good standing may reserve materials by placing them on hold. There is no fee. All circulating materials ~~can~~ may be held except equipment. Equipment items are handled through a Checkout Desk booking system rather than through a holds procedure

When reserved item is ready, a holds notice is sent to the requesting person informing them that the item is available for pickup. The item is held at the Checkout Desk for five days.

11. RENEWAL OF LIBRARY MATERIALS

The renewal of an item may be done in person, electronically or over the phone. (Equipment renewals cannot be done electronically as the booking system must be checked to verify an item's availability.) DVDs ~~and videos~~ may be renewed one time only, while all other materials may be renewed up to three times. The item must be renewed using the library card on which it was checked out. An item may not be renewed if any of the following apply:

A. Item is an interlibrary loan and an extension may not be

obtained from the lending library. A request to renew an interlibrary loan item must be done in person with the item present.

- B. There is a hold on the item.
- C. The patron record indicates that charges on the record exceed the \$5 limit.
- D. The renewal limit has been reached.

If an item is overdue at the time of renewal, the fine, if any, will be charged to the borrowing account as the item is renewed.

12. INTERLIBRARY LOAN

Since no library can be totally self-sufficient, the Everett Roehl Marshfield Public Library relies on other libraries for some materials and information, and freely shares its resources for the same reasons. Any registered borrower of the Everett Roehl Marshfield Public Library in good standing may request an interlibrary loan. Interlibrary Loan requests are accepted at Information Desks. When an interlibrary loan item arrives, the requesting party is notified by email that it is available. If the person cannot be reached by email a phone call is made or a mailed notice is sent. Interlibrary loan materials may be picked up at the Checkout Desk. Interlibrary loan materials are held at the Checkout Desk until the date that they must be returned to the lending institution.

13. CONFIDENTIALITY OF LIBRARY RECORDS

The Board of Trustees and administration of the **Everett Roehl** Marshfield Public Library recognize that the reading activity and interests of library users are and should be private, and that any attempt to invade such privacy without the demonstration of a direct and legitimate need is an invasion of the personal right of privacy of library users and the "right to read" implicitly guaranteed by the First Amendment of the United States Constitution. The Board of Trustees and the administration also affirm their adherence to Wisconsin State Statute S. 43.30 which reads as follows:

43.30 PUBLIC LIBRARY RECORDS.

(1b) In this section:

(ae) "Collection agency" has the meaning given in s. 218.04 (1) (a).

(ag) "Custodial parent" includes any parent other than a parent who has been denied periods of physical placement with a child under s. 767.41 (4).

(b) "Law enforcement officer" has the meaning given in s. 165.85 (2) (c).

(1m) Records of any library which is in whole or in part supported by public funds, including the records of a public library system, indicating the identity of any individual who borrows or uses the library's documents or other materials, resources, or services may not be disclosed except by court order or to persons acting within the scope of their duties in the administration of the library or library system, to persons authorized by the individual to inspect such records, to custodial parents or guardians of children under the age of 16 under sub. (4), to libraries under subs. (2) and (3), or to law enforcement officers under sub. (5).

(2) A library supported in whole or in part by public funds may disclose an individual's identity to another library for the purpose of borrowing materials for the individual only if the library to which the individual's identity is being disclosed meets at least one of the following requirements:

(a) The library is supported in whole or in part by public funds.

(b) The library has a written policy prohibiting the disclosure of the identity of the individual except as authorized under sub. (3).

(c) The library agrees not to disclose the identity of the individual except as authorized under sub. (3).

(3) A library to which an individual's identity is disclosed under sub. (2) and that is not supported in whole or in part by public funds may disclose that individual's identity to another library for the purpose of borrowing materials for that individual only if the library to which the identity is being disclosed meets at least one of the requirements specified under sub. (2) (a) to (c).

(4) Upon the request of a custodial parent or guardian of a child who is under the age of 16, a library supported in whole or part by public funds shall disclose to the custodial parent or guardian all library records relating to the use of the library's documents or other materials, resources, or services by that child.

(5)

(a) Upon the request of a law enforcement officer who is investigating criminal conduct alleged to have occurred at a library supported in whole or in part by public funds, the library shall disclose to the law enforcement officer all records pertinent to the alleged criminal conduct that were produced by a surveillance device under the control of the library.

(b) If a library requests the assistance of a law enforcement officer, and the director of the library determines that records produced by a surveillance device under the control of the library may assist the law enforcement officer to render

the requested assistance, the library may disclose the records to the law enforcement officer.

(6)

(a) Subject to par. (b) and notwithstanding sub. (1m), a library that is supported in whole or in part by public funds may report the following information as provided in par. (c):

1. Information about delinquent accounts of any individual who borrows or uses the library's documents or other materials, resources, or services.

2. The number and type of documents or materials that are overdue for each individual about whom information is submitted under subd. 1.

(b) If a public library discloses information as described in par. (a), the information shall be limited to the individual's name, contact information, and the amount owed to the library.

(c) A library may report the information as described in par. (a) to any of the following:

1. A collection agency.

2. A law enforcement agency, but only if the dollar value of the individual's delinquent account is at least \$50.

History: 1981 c. 335; 1991 a. 269; 2003 a. 207; 2007 a. 34, 96; 2009 a. 180; 2015 a. 169.

Any cost incurred by the Everett Roehl Marshfield Public Library in performing a court ordered search shall be billed to the agency requesting the search.

14. THEFT AND MUTILATION OF LIBRARY MATERIALS

Theft of library materials is a crime under section 943.61 of the Wisconsin State Statutes and under section 10.943.61 and 1-05 of the Marshfield Municipal Code. Mutilation of public property, including library materials is also a crime punishable by law. The library will prosecute offenders.

WISCONSIN STATE STATUTES SECTION 943.61

943.61 Theft of library material.

(1) In this section:

(a) "Archives" means a place in which public or institutional records are systematically preserved.

(b) "Library" means any public library; library of an educational, historical or eleemosynary institution, organization or society; archives; or museum.

(c) "Library material" includes any book, plate, picture, photograph, engraving, painting, drawing, map, newspaper, magazine, pamphlet, broadside, manuscript, document, letter, public record, microform, sound recording, audiovisual materials in any format, magnetic or other tapes, electronic data processing records, artifacts or other documentary, written or printed materials, regardless of physical form or characteristics, belonging to, on loan to or otherwise in the custody of a library.

(2) Whoever intentionally takes and carries away, transfers, conceals or retains possession of any library material without the consent of a library official, agent or employee and with intent to deprive the library of possession of the material may be penalized as provided in sub. (5).

(3) The concealment of library material beyond the last station for borrowing library material in a library is evidence of intent to deprive the library of possession of the material. The discovery of library material which has not been borrowed in accordance with the library's procedures or taken with consent of a library official, agent or employee and which is concealed upon the person or among the belongings of the person or concealed by a person upon the person or among the belongings of another is evidence of intentional concealment on the part of the person so concealing the material.

(4) An official or adult employee or agent of a library who has probable cause for believing that a person has violated this section in his or her presence may detain the person in a reasonable manner for a reasonable length of time to deliver the person to a peace officer, or to the person's parent or guardian in the case of a minor. The detained person shall be promptly informed of the purpose for the detention and be permitted to make phone calls, but shall not be interrogated or searched against his or her will before the arrival of a peace officer who may conduct a lawful interrogation of the accused person. Compliance with this subsection entitles the official, agent or employee effecting the detention to the same defense in any action as is available to a peace officer making an arrest in the line of duty.

(5) Whoever violates this section is guilty of:

(a) A Class A misdemeanor, if the value of the library materials does not exceed \$2,500.

(c) A Class H felony, if the value of the library materials exceeds \$2,500.

Marshfield Municipal Code 10.943.61

10.943.61 Theft of Library Materials

10.943.61 Theft of Library Materials is covered in Marshfield Municipal Code 10.134.06 to 10.961.41 OFFENSES AGAINST STATE LAWS SUBJECT TO FORFEITURE, statutes with the prefix "10" adopted by reference to define offenses against the peace and good order of the City, provided the penalty for commission of such offenses hereunder shall be limited to a forfeiture imposed under section 1-05 of the Municipal Code.