

## Circulation Policy

### General

The Bedford Public Library issues Library cards in order to maintain accurate records of materials, equipment, meeting/study rooms, and to gather library usage data so it can evaluate and improve collections and services.

### Definitions

**BPL:** Bedford Public Library

**Minors:** For the purposes of this policy, “child”, “children”, or “minor” shall mean anyone under 18 years of age.

**Free Library Card:** All residents of Texas are eligible for a free library card with proper credentials.

**Good Standing:** There are no fines or outstanding overdue items attached to the cardholder’s account.

**Non-Resident Cards:** Residents of U. S. states other than Texas may obtain a library card with proper credentials and the payment of a monthly or annual Non-Resident fee.

**Primary Account Holder:** Adult applicant for minor who accepts responsibility for all library usage including any restriction from access to library information resources or materials, verifying that item contents match packaging label before check out, accepting all responsibility for library card usage, fees, fines, damages resulting from use of the card, services or equipment decisions regarding the minor’s use. The Library and its associated authorities do not serve in loco parentis.

**Blocked Account:** Customers with fees and/or fines of \$10.00 or more or with delinquent accounts to the point of accruing \$10.00 or more are blocked. Other family members, even those associated by responsibility, are not blocked until and unless library materials become delinquent to the point of generating an overdue written notice (approximately 21 days late) or become a billed status.

Once an account or associated account generates a written delinquent notice or a bill, all accounts associated with the **Primary Account Holder** will be blocked until the delinquent material is returned and the late fines are reduced to a point below \$10.00 or lost/damaged/billed items are paid.

**Linked Accounts:** Accounts are linked by address or phone number in order to provide more efficient service. Account inquiries about phone calls, etc. can result in a need to view other card holders with the same address or phone number in order to answer questions, perform certain services such as renew or place holds on accounts, see why we called, etc.

**TexShare Program:** Sponsored by the Texas State Library and Archive Commission, enables customers of one Texas library to borrow materials from another Texas library. See Policy Statement #2.

## Policy Statement 1 – Library Cards

Library cards are issued to an adult who accepts responsibility for the account. A library card applicant must complete an application and then present, in-person, a **valid U.S. government issued ID** with photo identification and proof of residency. A state of Texas driver's license with photo or state of Texas ID with photo is the preferred identification. We do not use or accept Social Security cards for identification.

### Card Regulations

- 1.1 For all card holders, regardless of type, the Library requires a residential address, zip code, and birth date on the application. Patrons must provide their current residing address on the library card account. An alternate mailing address may be listed first for patrons wishing mail to go to a location other than where they reside.
- 1.2 Customers may have only one BPL account and one active BPL card. They may not have different BPL accounts under variant names.
- 1.3 Parents or legal guardians must apply for minors under 18 years of age following the same steps and requirements as an adult applicant. The minor does not have to be present. Parents or legal guardians choose to allow their minor's access to the Internet at the time of card issuance. The permission may change at any time the parent requests. **The parent or legal guardian will be the Primary Account Holder.**
- 1.4 By accepting a library card, customers agree to comply with all of the borrowing rules of BPL, accept responsibility for all charges to the adult and associated cards, pay all charges on the card, notify the library immediately if their cards are lost or stolen or if their names, addresses or phone numbers change.
- 1.5 Adults or Legal Guardians wanting to obtain a library card for their minor must not have a blocked account.
- 1.6 Bedford Library will revoke privileges if the library card is abused by obtaining or attempting to obtain a library card by means of false identification or address, using or attempting to use a library card without permission of the person to whom it was issued and/or applying for more than one active BPL card, and for any other misuse of card or library property.
- 1.7 Legally emancipated individuals are considered adults for the purpose of Library usage, and, therefore, can apply for a BPL card as the responsible account holder to get full access to library materials and resources.

## Policy Statement 2--New Cards

- 2.1 The library places restrictions on first-time use of a new card in order to establish responsible borrowing habits for new customers.
- 2.2 Customers may check out up to 3 items on the first-time check out. Only one of the items may be a media type item (DVD or music CD or talking book).

## Policy Statement 3--General Card Use

- 3.1 A valid BPL card is required for checkout of materials.
- 3.2 Any Bedford Library card owing less than \$10.00 or without delinquent materials is eligible to check out any circulating item in the Bedford collection. The library system software calculates fine accruals on outstanding items.
- 3.3 Issuance of a TexShare card and borrowing Interlibrary Loan Materials requires that the account be in good standing, meaning that there are no fines or outstanding items attached to the account.
- 3.4 Accounts with \$5.00 or more in outstanding fines cannot checkout or download electronic books. This fine limit has been set by the Overdrive Consortium which governs use of electronic books.
- 3.5 Anyone can pay fines on any account.
- 3.6 Only library staff or practicum students under the supervision of staff may access customer accounts. Volunteers may not have access to customer accounts.
- 3.7 Account information will only be given to the cardholder or the responsible adult/legal guardian of a minor. Other family members can request to renew or pay a fine for the customer but details of the checked out materials or resulting fine will only be given to the cardholder or their responsible adult.
- 3.8 Patrons can authorize the sharing of account information related to materials and fees. A note will be added to the account alerting staff that an individual has been authorized.
- 3.9 Library card numbers are not given out over the phone and in-house requests for information or a replacement card will require photo ID for the protection of the account holder.
- 3.10 Customers who do not have a library card or who do not have their library card with them may present a valid picture ID to access computers or study rooms. Visitors ineligible for a library card because of residency, lack of proof, or just visiting a few times may present ID for a guest pass for some services such as computer access or printing.

- 3.11 Library accounts with \$10 or more in fines or fees or who have delinquent materials do not have access to computers and study rooms.
- 3.12 Library materials may be held for 24 hours so long as material is not an expired hold or ILL.
- 3.13 Customers are responsible for keeping the information on their primary account and associated accounts up to date. This includes, name, address, zip code, apartment number, phone number, and email address. Email addresses may be changed by the customer online but other changes must be entered by a staff member.
- 3.14 Customers are responsible for all items on their or their minor's account. They should verify the accuracy of the contents of an item before checking out items with multiple parts. This includes but is not limited to multiple part DVDs, CDs, Audio Books, Books with additional items included and any other multiple part set.
- 3.15 The Library does not issue institutional library cards for businesses, corporations, schools or universities.

#### Policy Statement 4—TexShare

The Bedford Library participates in TexShare so that adult residents of Bedford can enjoy checkout privileges at other Texas libraries. The Bedford Library extends privileges to TexShare visitors presenting a valid TexShare card from other Texas libraries.

- 4.1 TexShare cards are issued by the customer's home library. The card is proof that Bedford Library vouches for the customer at any Texas Library participating in TexShare. The customer must show the TexShare card when applying for a card at a participating library.
- 4.2 BPL only issues TexShare cards to Bedford residents.
- 4.3 Bedford residents' TexShare cards are valid for one year.
- 4.4 Adults may apply for a TexShare card from Bedford so long as they reside in Bedford, have had an active account with Bedford for one month and the account is **free of all fines, fees and delinquent materials**.
- 4.5 Lost TexShare cards will be replaced free of charge.
- 4.6 TexShare card users are expected to return materials they borrow from other Texas libraries to that library and to pay all fees and fines promptly.

- 4.7 Lost, damaged or billed items must be handled by the customer at the lending library. The customer's account will be blocked at BPL if bills at the TexShare lending libraries are not paid. BPL will be billed if the customer does not return borrowed materials in good condition to the lending library. BPL will add any billed fees to the customer's account charged by the lending library upon receipt of a bill. BPL will attempt to recover fees incurred by the customer.
- 4.8 The TexShare card is non-transferable and may not be shared.
- 4.9 Bedford Library is free to residents of the state of Texas. We welcome customers from other libraries in Texas with a TexShare card from their home library to get a BPL card as a TexShare visitor and participant. TexShare cardholders may have restrictions as to type or amount of items they can borrow from Bedford.
- 4.10 TexShare visitors must be 18 or older and follow the general application process and present in-person the same type of identification and proof as any other Bedford cardholder.
- 4.11 TexShare visitors must return materials borrowed from BPL back to BPL.

### Policy Statement 5 – Non-Residents

Non-residents of Texas may obtain a library card from BPL. A non-resident library card applicant must complete an application and then present in-person a **valid U.S. government issued ID** with photo identification. A local address must be provided.

- 5.1 Non-Residents of states other than Texas may get a BPL card following the same application procedures as residents. Non-residents must pay a user fee by the month or annually.
- 5.2 Non-Residents may not request Interlibrary Loans.
- 5.3 Non-Residents are not eligible for a TexShare card.

### Policy Statement 6 – Material Limits and Loan Periods

BPL will establish check-out limits, loan periods, and return policies in order to ensure equitable access to all library materials and provide faster access to high-demand materials.

- 6.1 Items are due on the date indicated on the date due receipt.
- 6.2 Items must be returned to BPL located at 2424 Forest Ridge Drive, Bedford, TX 76021.
- 6.3 Customers may access their accounts online or call the library to determine due dates of items they have checked out.

- 6.4 Materials are due during business hours of the date due. Fines do not accrue on days the BPL is closed.
- 6.5 Materials returned in the book drop while BPL is closed will be credited as returned on the next day that the library is open.
- 6.6 Cardholders may have up to 50 items checked out at any given time.
- 6.7 BPL places check-out limits on specific types of high-demand materials

### Current Limits and Loan Periods

Item	Limit Per Card	Loan Period	Renewals
Book Club Kit	1	30 days	0
Educational Kit	1	14 days	0
Bluebonnet Books	2	21 days	0
DVDs	10	7 days	2
Music CDs	10	21 days	4
Audio Books	10	21 days	4
Books	50	21 days	4
ILL -- <i>Postage charged</i>	5	21 days	0
Study Rooms	1	2 hours/day	0
Computers	2 sessions	Varies	NA

- 6.8 Within the other limits established in 6.7, there are normally no limits on the number of items a customer may check out within a subject area or collection category.
- 6.9 Customers may borrow multiple copies of the same title.
- 6.10 A supervisor or supervisor's designee may place temporary restrictions on the number of items loaned and the loan period if there is a valid reason, such as school assignments, holiday books, etc.
- 6.11 Supervisors or supervisor's designee may shorten or lengthen loan periods and override loan limits for special circumstances on a case-by-case basis.

### Policy Statement 7 – Renewals

BPL customers may renew materials for their convenience.

#### Definitions

**Renew** - To check out the same item to the same customer for an additional loan period without first returning the item to the shelves.

## Regulations

- 7.1 Most BPL materials may be renewed within renewal limits, if there are no existing holds and balance of money owed or pending is less than \$10.00 on the borrower's account and on any linked accounts.
- 7.2 Customers may renew items that are overdue, if the overdue fines and other fees are less than \$10.00, or if they pay any outstanding fines/fees, and there are no other requests on the item.
- 7.3 Materials are automatically renewed by the system. Items cannot be renewed before the due date.
- 7.4 Renewal Limits:
  - **Books, DVDs, CDs** and other non-high-demand - **4 renewals**
  - **Bluebonnet books** – No renewals
  - **Book Club Kits** – No renewals
  - **Educational Kits** – No renewals
  - **Interlibrary Loan items** – No renewals
- 7.5 Materials do not need to be present in order to be renewed.
- 7.6 Materials that are renewed before they are due will be checked out again from the date of renewal for the established loan period.
- 7.7 Book Club Kits, Educational Kits and Interlibrary Loan materials may not be renewed.

## Policy Statement 8 – Placing a Hold on Materials

In order to provide access to library materials, library users may place holds on materials via the online catalog and retrieve them from the Holds shelves when they are ready to be picked up and checked out.

### Definitions

**Hold:** A request placed on a library material.

**Pending Hold:** Items requested but not yet trapped through the check in process. Pending Holds can be checked out by a patron who finds it on the shelf.

**Trapped Hold:** Requested items that have been cleared through the check in process. These items can only be checked out by the library card used to request the hold.

- 8.1 Library users must have a valid BPL card in order to place a hold on circulating library materials. Library cards issued online may place a hold on circulating materials, but will not be allowed to checkout until application process is successfully completed.
- 8.2 Holds are placed in a queue and are handled on a first requested, first received basis.
- 8.3 The maximum number of holds a patron may have on his/her account at one time is 10.
- 8.4 Holds may be placed on available items. If an item is not already checked out, library staff will pull it from the shelf and the automated system will notify the customer when it is ready to be picked up. **The item remains available to all patrons until staff pulls the item and it is “trapped”.**
- 8.5 Library users with an account balance of \$10 or more may not place holds on materials.
- 8.6 Some high demand items cannot be placed on hold.
- 8.7 Holds may be placed in person, by telephone or online.
- 8.8 E-mail notification of holds is the preferred method when a valid email address is provided for the card holder’s account. Otherwise, the patron will be contacted by the telephone notification system.
- 8.9 The library will only notify users of available holds one time. Relay of the message to the appropriate person in the household is the responsibility of the card holders.
- 8.10 Holds placed through the library automation system will be held for 7 days. Expired holds are pulled by the library staff from the hold shelf and checked in, making them available for the next person in the hold queue or ready to be reshelfed.
- 8.11 A library user may have a friend or relative pick up his/her hold items only if the designated person has the user’s library card. Without the card, staff members are not permitted to give the hold items to another person.
- 8.12 In compliance with Texas statute and the Library’s Confidentiality Policy, the Library will not provide information about a patron’s library record to anyone except the cardholder, primary account holder or by court order, subpoena, search warrant, US Patriot Act and the Texas Public Information Act.

## Policy Statement 9 – Claims Returned or Never Borrowed

If a customer believes they have returned or never checked out an item(s) on their account, the library will renew the eligible item (i.e., items less than 21 days delinquent on an otherwise unblocked account) enabling the customer to continue checking out materials while the library and customer search for the item. Only one outstanding item on a customer record can be set to CLAIMS RETURNED status.

### Definitions

**Claims Returned:** Items still checked out on customers' records that customers say they have returned or that they say they never checked out.

### Regulations

#### Claims Returned

- 9.1 If a customer has an overdue notice and claims to have returned the item(s), a CLAIMS RETURNED may be put on the customer's record for one item.
- 9.2 If customers claim they never had or never checked out an item, the Library places the item on CLAIMS RETURNED for one item one time.
- 9.3 A customer is granted only (1) Claims Returned for one item on their account.
- 9.4 Once library materials have a Claims Returned status, the materials are removed from the customer account.
- 9.5 Customers may check out as normal, the item will stay on their account with the Claims Returned status unless found by the customer or staff.
- 9.6 Items found on the shelf by staff or by the customer are cleared of the Claims Returned status on their account.
- 9.7 After 6 months from the due date, items are deleted from the system.
- 9.8 Staff should use their judgment when setting an item to Claimed Returned that is not found.

## Policy Statement 10 – Damaged Materials

In order to encourage customers to handle library materials carefully, the Library charges fees to cover the costs of repair to damaged materials, up to and including total damages.

### Definitions

**Damaged Material:** Partial damage such as a torn page, torn or missing jacket, lightly marked pages or a damaged case.

**Total Damages:** Material so damaged that it is no longer suitable for customers to use.

## Regulations

- 10.1 Customers who damage or allow damage to occur to library materials that are checked out on their card or a card for which they are responsible must reimburse the library for the damage, up to and including the full price of the material plus processing charges. Library staff will assess damage charges according to (1) the Fee Schedule in 12.11 and (2) the severity of the damage.
- 10.2 Partial damage includes torn or missing processing components (jacket, case, barcode, RFID tag, drawing or writing that does not interfere with text or illustrations, mild dirt, tears, etc.
- 10.3 Total damages will be assessed if the material is no longer suitable for circulation. If total damages are assessed, the customer must pay the replacement cost of the material plus a processing fee. Total damage assessment will be charged if:
  - The item is un-repairable short of re-binding
  - The item shows evidence of water, food, mildew, contamination, smoke smell or infestation
  - The item has been chewed or severely torn
  - The binding or case is warped or missing
  - Multiple pages are missing or marked
  - The disc is broken or scratched
  - Writing or coloring obscures the text or illustrations
  - Other damages render the material unusable
- 10.4 If total damages are assessed, the customer must also pay a processing fee of \$6.00.
- 10.5 Replacement costs are noted on the item record.
- 10.6 Customers who pay the full cost of the damaged material may keep the material. If customers do not want the material, it should be discarded.
- 10.7 Totally damaged materials are withdrawn from the collection.
- 10.8 If a damaged item is overdue when a customer wishes to pay for it, overdue fines are added if partial damages are assessed. Overdue fines are not added if total damage is assessed.
- 10.9 With the librarian's approval, the customer may purchase a brand new copy of the lost material. If customer asks to buy a replacement copy, the library will provide the correct edition information. Media must still be in sealed shrink wrap. The customer must still pay processing fees.

10.10 Items with major damage will be held for 30 days and then discarded. A note will be placed in the customer's record. Materials that pose a health hazard, e.g. mold or infested, will be discarded immediately.

### **Policy Statement 11 – Lost Materials**

In order to encourage customers to handle library materials carefully, the library charges customers fees to cover the costs of replacing materials they lose.

#### **Regulations**

- 11.1 Customers who lose or allow library materials to be lost that are checked out on their card or a card for which they are responsible must reimburse the library for the cost of the material plus a processing fee.
- 11.2 If parts of a kit are lost, the customer must pay for the replacement of that part. If the part cannot be replaced, the customer must pay for the entire kit including the container.
- 11.3 Replacement costs are listed in the item record. Costs for used and discounted copies are not used to determine replacement costs.
- 11.4 Customers who lose library materials must also pay a per-item processing fee of \$6.00 for hardbacks, trade paperbacks, and media.
- 11.5 If a lost item is overdue at the time a customer wishes to pay for it, the customer is not charged an overdue fine.
- 11.6 Customers who pay for lost materials will be given a receipt.
- 11.7 Customers who have paid for lost items, then find them within 90 days past the due date, may receive a partial refund. The \$6.00 processing fee will be deducted from the refund. If customers find materials 90 or more days after the due date, no refunds will be made.
- 11.8 The City of Bedford processes refunds which are mailed to the customer within 2 – 4 weeks of receipt.
- 11.9 Unless customers are positive that the material is lost, staff will check the shelves and renew the materials if it is not on hold for another patron. Once an overdue notification letter is mailed the item cannot be renewed.
- 11.10 The library will accept brand new copies of the most recent edition of lost materials as replacements. Other editions may be declined at the librarian's discretion. If the customer asks to buy a replacement copy, the library will provide the correct edition information. Media must still be in sealed shrink wrap. The customer must still pay processing fees.
- 11.11 Lost materials that customers pay for are withdrawn from the database.

## Policy Statement 12 – Library Fines and Fees

The BPL charges overdue fines and other fees to encourage library customers to return materials on time, treat materials with care, and to prevent those who abuse the Library's lending services from checking out additional materials. The Library also charges fees for special services.

### Regulations

- 12.1 The amount charged for overdue fines, services, lost materials, and other miscellaneous fees may only be established or changed with the approval of City Council.
- 12.2 Customers may check out materials and gain remote access to the Library's electronic books as long as no materials are overdue, and total fees are less than \$5.00.
- 12.3 Customers whose accounts have overdue materials or \$10.00 or more in outstanding fees will have their borrowing privileges suspended and lose access to public computer use, study rooms, remote databases and other services until they return the overdue materials and reduce fees to less than \$10.00.
- 12.4 Circulation staff may waive fees and re-instate privileges in cases of:
  - Death, hospitalization, or serious illness of customer or family member (death certificate or obituary notice *is not* required)
  - Library staff may use their discretion for other extenuating circumstances

### Overdue Fines

- 12.5 Items are due on the date indicated on the checkout receipt during business hours. Customers may access their accounts online or call the Library to determine due dates of items they have checked out.
- 12.6 Overdue fines are assessed for every day past the due date, excluding closed days and holidays, up to \$6.00 per item.
- 12.7 The Library establishes the following Overdue Fine Schedule:
  - Books \$0.25 per day/per item
  - DVDs \$1.00 per day/per item
  - All other media \$0.25 per day/per item
- 12.8 Telephone notification is the default notification method to alert customers of overdue materials and fines owed. Customers who prefer to be notified by e-mail or regular mail instead should contact the Information Desk.

- 12.9 Telephone notification calls the day after the materials are due. The Library calls 2 times to reach the patron. If materials have not been returned or the fees have not been paid, a 2<sup>nd</sup> and final notice is mailed 3 weeks after the first notice.
- 12.10 Accounts will be sent to the Municipal Court and be sent to warrant for theft of government property.

### Other Fees

- 12.11 The Library establishes the following fee schedule to cover the cost of processing supplies and labor associated with lost and damaged materials.

#### **LOST MATERIALS**

Purchase price of materials or parts of kits. If parts of a kit are lost, the customer must pay for the replacement of that part. If the part cannot be replaced, the customer must pay for the entire kit including the container.

#### **DAMAGED MATERIALS**

Book jacket or cover - \$2.00

Media containers - \$2.00

#### **MINOR DAMAGE FEES**

Minor media damage - \$2.00

#### **LIBRARY CARDS**

Non-Resident\* - \$25.00 per year

Short-term non-resident\* - \$5.00 per month

\* A non-resident is someone who resides outside the state of Texas.

#### **MISCELLANEOUS SERVICE FEES**

Reserves - No fee

Replacement of lost or damaged library card - \$2.00

Photo copies (Black & White) - \$0.20 per page

Photo copies (Color) - \$0.50 per page

Print jobs (Black & White) - \$0.20 per page

Print jobs (Color) - \$0.50 per page

Interlibrary Loan Postage Fee - \$2.00

## **LIBRARY ROOM RENTAL FEES**

All room rental fees are refundable upon cancellation unless the cancellation has occurred within 48 hours of the room rental start-time.

All non-profit groups must present written verification of its 501(c)3 status, within the Hurst-Euless-Bedford (H-E-B) city limits.

H-E-B non-profit group \$25.00 flat fee

Large Meeting Room – 2 hour minimum \$100.00 per hour

½ Large Meeting Room – 2 hour minimum \$50.00 per hour

Meeting Room Kitchen Area – 2 hour minimum \$25.00 per hour

Bonnie Finn Board Room – 2 hour minimum \$25.00 per hour

Jim and Becky Wilkes Technology Center – 2 hour minimum \$200.00 per hour

## **Refunds**

12.12 Customers who pay for lost material, then find and return the material within 90 days of the due date may receive a refund. Processing fee of \$6.00 will be deducted from the refund. Refunds will not be made for materials that are lost, paid, and then returned 90 or more days after the due date.

12.13 Outstanding fines or fees will be subtracted from the refunded amount.

12.14 Refunds are processed and mailed to the customer in 2 – 4 weeks.

## **Policy Statement 13 – Bankruptcy**

BPL complies with Chapter 7 and Chapter 13 bankruptcy law requirements for its customers under bankruptcy protection.

## **Regulations**

- 13.1 Once the library is notified of individuals who have been granted bankruptcy status the Library will search their records.
- 13.2 If the Library can match the information with a customer record, the fines and fees are cleared from customer records if the cardholder has been granted bankruptcy status.
- 13.3 The library cannot send overdue notices demanding payment to customers who are under bankruptcy protection. However, if customers under bankruptcy protection have overdue materials, the Circulation Supervisor will send them a letter reminding them to return the materials. If the customer declares the materials to be lost, fees are waived as stipulated by the law.

13.4 No library card will be issued, nor checkout privileges allowed, for customers who have been granted bankruptcy for a period of 2 years. New cards will not be issued until all overdue materials are returned.

13.5 Youth whose parent/legal guardian has filed for, been denied, or granted bankruptcy will be subject to the same procedures, with the following exception(s)

- There will be no restriction for continued use or reapplication of youth library card.
- Any new fines, fees, or outstanding materials will be the responsibility of the parent/legal guardian after the charges covered by the bankruptcy have been cleared.