

## **Kyle Public Library Policies**

**Mission:** To facilitate access to information, inspire learning, enrich lives, and encourage community engagement.

**Vision:** To be a vibrant hub of opportunities for lifelong learning.

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## Library Use

The Kyle Public Library (Library) strives to protect the rights and safety of Library customers and staff, and to preserve and protect the Library's materials, facilities, and property.

### **I. Limited Public Forum**

The Library is a limited public forum. The Library may impose restrictions on disruptive expressive activities in a limited public forum if such limits are reasonable and viewpoint neutral.

### **II. General Expectations**

- A. A staff member may not modify or waive these policies.
- B. A customer must abide by the standards of behavior set forth in these policies. These policies identify prohibited behavior for Library customers, with consideration of the situation and age-appropriateness.
- C. A staff member will report criminal activity that occurs in the Library to appropriate Law Enforcement.

### **III. Children**

- A. A child under the age of 12 must be accompanied by a responsible parent or caregiver who is at least 17 years of age.
- B. The responsibility for the safety and behavior of children rests solely with the parent/caregiver.
- C. Parents and caregivers are responsible for their child's use of Library resources and services.
- D. Library staff are not permitted to assume responsibility for the care of children in the Library.

- E. If staff deem a child unsupervised or stranded, they will try to locate the parent or caregiver. If a parent or caregiver cannot be located, Library staff will call local Law Enforcement.

#### **IV. Animals**

- A. A customer may not bring an animal into the Library unless it is the customer's service animal.
- B. This does not apply to an animal used by the Library for a special event.

#### **V. Food and Beverages**

- A. Consuming food or beverages is prohibited in non-designated areas, with the exception of water in a capped container.
- B. Exceptions may be made for Library sponsored events and approved use of Library Meeting / Community Rooms.

#### **VI. Attire and Hygiene**

- A. A customer may not enter, or remain in the Library, in a bathing suit, or in clothing that does not cover both upper and lower torso, or without shoes.
- B. A customer may not enter or remain in the Library if the person emits a strong odor, due to use of perfume or cologne or for other reason, that would be offensive to a person of ordinary sensibilities.

#### **VII. Sleeping**

A customer over the age of 12 years may not sleep in the Library.

#### **VIII. Smoking and Tobacco Use; Burning Materials**

- A. A person may not smoke or use tobacco products or e-cigarettes including vapes in the Library.
- B. A person may not ignite a flame, burn incense or any other material, or light a candle.

#### **IX. Restrooms**

- A. A customer may not bathe, shave, wash clothes, or dry clothes in a Library restroom.
- B. A customer may use a restroom lavatory only for washing the person's hands or face.

#### **X. Personal Belongings**

- A. A customer may not leave personal belongings unattended in the Library.
- B. The Library will not monitor personal belongings and is not responsible for lost, stolen, or misplaced personal items.
- C. A customer assumes the risk of loss or theft of personal items brought to the Library.
- D. A customer may not bring a bedroll, blanket, pillow, or sleeping bag to the Library.
- E. A customer may not enter the Library with a cart or other wheel device for carrying baggage.

## **XI. Personal Behavior**

- A. A customer may not:
  - 1. unreasonably disrupt the normal use of Library services or property by the Library staff or other customers;
  - 2. enter an area that is not open to the public;
  - 3. block access to an entrance, passageway or resource; or
  - 4. distribute literature or otherwise solicit customers inside Library buildings or parking areas.
- B. A customer may not:
  - 1. enter or remain in the Library while in possession of any illegal drug or alcoholic beverage;
  - 2. enter or remain in the Library while intoxicated by a drug or alcohol;
  - 3. use abusive, indecent, profane, or vulgar language;
  - 4. make an offensive gesture or display; or
  - 5. access sexually explicit audio or visual material on a library computer or on a personal electronic device. Sexually explicit audio or visual material includes, but is not limited to, material that shows or depicts intimate parts, sexual conduct, sexual contact, or sexual intercourse as defined in Chapter 21 of the Texas Penal Code.
- C. A customer may not:
  - 1. harass, sexually harass, abuse, threaten, or fight with a person;
  - 2. threaten or damage Library property;
  - 3. incite a breach of the peace;
  - 4. except as expressly permitted by state or federal law, carry or display a weapon;
  - 5. perform a criminal act;
  - 6. vandalize, steal, or recklessly or intentionally damage Library property or the property of another person.

## **XII. Violations**

- A. If a customer violates these rules, a staff member shall orally warn the customer to stop the behavior. If the customer fails to stop the unacceptable behavior, the staff member will ask the customer to leave the Library.
- B. If a staff member determines that a violation of this policy is so serious that the customer remaining in the Library creates a danger to Library property, the Library staff, or to other customers, or interferes with the use and enjoyment of the Library by other customers, the staff member will ask the customer to leave without an initial oral warning.
- C. If a customer refuses a request to leave the Library, the staff member will seek the assistance of Law Enforcement.

## **XIII. Denial of Physical Access to the Library**

- A. Library administration may deny a customer physical access to the Library as provided in this section if the customer is asked to leave the Library for:

1. a violation of any combination of these rules in the Library, for which the person was asked to leave the Library three times in a six-month period;
  2. any single violation of Section XI(B) that involves physical injury to a person, theft of or damage to City property or to the personal property of another person, or a breach of the peace; or
  3. any single violation of Section XI(C).
- B. The period for which a customer is denied physical access to the Library under this section is:
1. one year, beginning on the effective date of the denial; or
  2. in the case of a customer who has had a previous denial of physical access under this rule that was not rescinded, the denial of physical access is permanent.
  3. a customer who is denied physical access to the Library may continue to access Library information and services in ways that do not require physical access, so long as the customer meets other requirements for access to the information and programs.
- C. A customer who is denied physical access to the Library can appeal the decision by contacting the City Manager's Office.

## Membership and Library Cards

### I. Registration Process

Applicants must register for membership with the Kyle Public Library (Library) in person by completing a Library Card Application Form and presenting an original, physical valid/accepted photo ID with proof of current residence with any combination of documents from the list below:

1. Texas Driver License, temporary Texas Driver License or Learner's Permit
2. Texas Department of Public Safety ID
3. Non-Texas State Issued License or ID
4. Passport
5. Military ID
6. Credencial Para Votar ID (Mexico Voter Registration Card)
7. Resident Alien Card
8. Texas Offender ID
9. Texas Concealed Handgun License
10. Educational Institution Photo ID
11. Government issued ID with an identifying number
12. San Marcos Public Library Enhanced Library Card
13. Bank or credit union statement
14. Utility deposit receipt or utility bill from the past 60 days
15. Credit card bill from the past 60 days
16. Current Voter Registration Card or notarized temporary Voter Registration Permit

17. Current vehicle registration or liability insurance
18. Official rent receipt; rental agreement, contract or lease
19. Employment pay stub from the past 60 days

## **II. Library Card Types**

- A. Resident Library Cards are free and issued to any applicant who is a Hays County Resident or Property Owner. Resident Library Cards are valid for two years from the date issued/renewed.
  1. Adult Resident Library Cards are issued to applicants aged 18 and older.
  2. Youth Resident Library Cards are issued to applicants aged 17 and younger in the presence of a parent or a legal guardian. The parent, or legal guardian, must present a valid/acceptable photo ID with proof of their current residence in Hays County.
- B. Non-Resident Library Cards are issued to adults ages 18 and older residing outside of Hays County and may be purchased for a fee established in the Library Fines, Fees, and Charges Schedule. Non-Resident Library Cards are valid for one year from the date issued/renewed.
- C. TexShare Cards. For requirements: refer to *the Library TexShare Card Policy*.

## **III. Renewing Cards**

To renew an expired Library card the person whose name is on the account, or the legal guardian in the instance of a Youth Library Card must present a valid/acceptable photo ID with proof of residence in-person. Blocked account status must be resolved prior to renewing a Library Card.

## **IV. Lost or Stolen Cards**

Cardholders should notify the Library of a lost or stolen Library Card as soon as possible. Replacement Library cards are available for a fee described on the Library Fines, Fees, and Charges Schedule. The Library is not responsible for unauthorized use of a Library Card.

# **Circulation**

## **I. Checking Out Items**

- A. A valid Kyle Public Library (Library) Card/Account is required to check out items.
- B. The physical Library card or valid photo identification must be presented to staff to check out physical items.
- C. Staff assume that the person presenting a Library Card is the owner of the Library Card or has permission to use it.
- D. The customer is responsible for notifying staff upon the loss of a Library Card.
- E. Responsibility for youth's selection of items rests solely with their parent(s) or legal guardian(s).
- F. Customers are ultimately responsible for their Library Card/Account, including

account balances and borrowed items.

- G. Youth under 18 who do not have their Library Card when borrowing items can verify information with staff to borrow items onto their account.

## **II. Blocked Account**

- A. Library materials may not be checked out if any of the following are present:
  - 1. there are overdue items on the account
  - 2. the account is expired
  - 3. there are any unpaid fees

## **III. Account Limits**

- A. Resident and Non-Resident Library Cards can check out a maximum of 25 physical items.
- B. Library TexShare Cards can have a maximum of five items checked out at one time, but cannot check out any of the Restricted Materials listed on the Library InterLibrary Loan Policy.
- C. Digital Content-eBook, eAudioBook, and Streaming Video access is available to Resident and Non-Resident Library Cards. Borrowing limits vary by platform.

## **IV. Loan Periods**

- A. Physical Materials - Books, CDs, DVDs, Blu-Rays: three weeks, two renewals
- B. Wi-Fi Hotspots: two weeks, no renewals, limit of one per household
- C. Chromebook Laptops: two weeks, no renewals, limit one per household
- D. Arts and Technology Center Collection (ARTC) - Library of Things, LaunchPads, Storytime Kits: two weeks, no renewals, limit one per card
- E. Wonderbook: two weeks, no renewals, three per card

## **V. Reserves/Holds**

- A. Reserving an item enters the customer onto a wait list for that item.
- B. The item is reserved for five days.
- C. Customers may have up to five items reserved for their account at one time and they do not count against the checkout limit.
- D. Reserves/hold limits of digital content vary by platform; please check the platform for hold information.

## **VI. Renewals**

- A. Renewal extends the due date of an item three weeks from time of renewal.
- B. Items are eligible for renewal if:
  - 1. the item is not reserved for another customer
  - 2. the borrower account is unblocked
- C. Renewal of digital content varies by platform; please check the platform for renewal information.

## **VII. Returning Items**



- A. Library items must be returned to the Library.
- B. Book drops are open after hours and during closures.
- C. Arts and Technology Center Collection (ARTC) items, Hotspots, and Chromebook Laptops must be returned directly to Library staff at the Circulation Desk.

## **VIII. Hotspots**

The Library provides its community with high-speed internet access through the lending of Wi-Fi hotspots to Library customers with unblocked accounts. Upon borrowing a hotspot, customers must complete and agree to the Hotspot Agreement.

- A. Terms of Use:
  - 1. The Library is not responsible for any liability, damages, or expenses resulting from the use or misuse of the device, connection of the device to other electronic devices, or data loss resulting from the use of the device.
  - 2. Any use of the device for illegal purposes, unauthorized copying of copyright-protected material in any format, or transmission of threatening, harassing, defamatory, or obscene materials is strictly prohibited.
  - 3. Hotspots may not leave the continental United States nor be used internationally.
  - 4. Disclaimer: Hotspots are not intended to serve as a long-term internet solution. The Library reserves the right to refuse service or implement restrictions if the program is abused.
  - 5. Once a hotspot is borrowed, it becomes the responsibility of the customer.
- B. Borrowing Guidelines
  - 1. Wi-Fi hotspots may be borrowed by customers aged 18 and above with an unblocked library account.
  - 2. Hotspots are available at the Circulation Desk on a first-come, first-served basis.
  - 3. One hotspot per household may be borrowed for two weeks in a 30 day period. Hotspots may not be reserved, nor their checkout renewed.
  - 4. Hotspots must be returned in person at the Circulation Desk. They may not be returned to another Library, left outside the Library door, or placed in the book drop.
- C. Penalties for Misuse or Late Returns
  - 1. Damaged or Lost Devices: If a hotspot is not returned, or is returned damaged, the borrower will be charged a replacement cost.
  - 2. Civil and criminal action may be taken for unreturned devices.

## **IX. Fees for Lost or Damaged Items**

- A. Customers are responsible for checking their account for renewal status and due dates.
- B. Items 30 days overdue are assumed 'lost.' If an item is lost or returned damaged, then the account becomes blocked and is billed as determined by the Library in the Library Fines, Fees, and Charges Schedule.
- C. The Library Staff cannot accept replacement copies for lost or damaged items.
- D. Library administration may consider exceptions to the replacement cost or

procedure based on extenuating circumstances or evidence provided by the customer on a case-by-case basis.

- E. A refund may be issued within 30 days of payment if the lost item is returned to the Library in the same condition it was borrowed.

## TexShare Card

### I. Purpose of the TexShare Card

- A. The Kyle Public Library (Library) participates in the TexShare Card Program sponsored by the Texas State Library and Archives Commission. The TexShare Card Program provides customers with borrowing privileges from almost 500 participating libraries across Texas. See full program details and description of the TexShare Card Program at [tsl.texas.gov/texshare/card](http://tsl.texas.gov/texshare/card).
- B. The purpose of this TexShare Card Policy is to establish guidelines for obtaining and using a TexShare Card with the Library.

### II. Obtaining a TexShare Card from the Library

- A. Library cardholders may request a TexShare Card to be used when visiting another participating Library.
- B. To qualify for a TexShare Card, cardholders must meet the following criteria:
  - 1. Be a member for at least 60 days with a check-out history;
  - 2. Be at least 18 years of age; and
  - 3. Have no blocks on the account.

### III. Using a TexShare Card from another Library

- A. Visiting TexShare members can present their TexShare Card and a photo ID at the Library to obtain a Library TexShare membership.
- B. Borrowing shall be limited in quantity and duration as outlined in the Library Circulation Policy.

## InterLibrary Loan Policy

### I. Purpose

- A. InterLibrary Loan is the process of lending and borrowing materials between libraries via a mailing system. InterLibrary loan is used to obtain from other libraries those materials that are beyond the scope of the Kyle Public Library's (Library) collections.
- B. Library materials shall be made available for lending to participating libraries, unless otherwise restricted by this policy.
- C. InterLibrary Loan policy shall adhere to the requirements of the Texas InterLibrary Loan Protocol and the InterLibrary Loan Code for the United States.

### II. Eligibility

- A. Library Resident cardholders shall be eligible to use the InterLibrary Loan service so long as they meet the following requirements:
  - 1. Be a Resident or Non-Resident cardholder for at least 60 days with a check-out history;
  - 2. Be at least 18 years of age;
  - 3. Have no blocks on the account;
  - 4. Agree to all requirements of this InterLibrary Loan Policy.

### **III. Borrowing Materials**

- A. Requests for materials must be made online through the customer's account. Library staff will assess the availability for the requested materials from available InterLibrary Loan resources and inform the borrower of the potential timeline and cost of the requested materials.
- B. Once the borrower agrees to the requirements of the InterLibrary Loan material and associated costs, Library Staff will request the materials.
- C. Borrowers are limited to two InterLibrary Loans per month.
- D. Upon receipt of the InterLibrary Loan material, Library Staff will inform the borrower of the availability of the requested material. The borrower will be required to retrieve the material from Library Staff within two weeks, unless there are more stringent restrictions on the requested materials from the lending Library.
- E. The borrower will be required to return the InterLibrary Loan materials in good condition by their due date. Failure to adhere to these requirements will subject the borrower to fees and / or a blocked account.

### **IV. Lending Materials**

- A. Library materials shall be available for loan, unless it is specifically listed as a "Restricted Material," as defined in this InterLibrary Loan Policy.
- B. The Library will prioritize the distribution of materials to customers on a priority basis but will not preclude materials from being lent solely for the purpose of keeping materials available for customers.
- C. The Library shall adhere to the requirements established in the Texas InterLibrary Loan Protocol and the InterLibrary Loan Code for the United States.

### **V. Restricted Materials**

- A. The Arts and Technology Center Collection (ARTC), Hotspots, and Chromebook Laptops are not available for the InterLibrary Loan Program.
- B. There are materials that are restricted from the InterLibrary Loan program due to limitations, which include:
  - 1. Condition
  - 2. Material Age
  - 3. Material Type
  - 4. Rarity
  - 5. Replacement Cost
  - 6. Shipping Limitations

## **VI. Costs and Fees**

- A. Customer will be subject to a service cost outlined in the Library Fines, Fees, and Charges for InterLibrary Loan materials requested. This cost will be paid at the time the InterLibrary Loan materials are received by the borrower.
- B. The Library will not charge other libraries for the loan of Library materials.

## **VII. Damaged or Lost InterLibrary Loan Materials**

Fees associated with damaged or lost materials will be identified by the lending Library.

# Customer Confidentiality

## **I. General Policy**

The Kyle Public Library (Library) is committed to the protection of all Library customers' rights to privacy in the use of Library resources.

- A. Customer information and records are regarded as confidential and will be disclosed to the customer only.
- B. Library records will only be used to conduct Library business.
- C. Library records will only be disclosed under court order, subpoena, or warrant as outlined in the state statute, Texas Government Code, Section 552.124 and the surveillance provisions included in The USA PATRIOT ACT (Public Law 107-56).

# Internet and Computer Use

## **I. General Policy**

The Kyle Public Library (Library) provides free access to internet resources to the public and upholds and affirms the right of each customer to access constitutionally protected material in accordance with the American Library Association's Library Bill of Rights. Customers using the Library's technology resources and systems, including its Wi-Fi, or Library public use computers, must agree to comply with all Library policies.

- A. Library Administration reserves the right to set limits on internet use session(s) a customer may have per day with Library-owned computer and network systems.
- B. Library Administration reserves the right to establish policies governing internet use and consequences for misuse consistent with applicable rules and laws.
- C. Failure to comply with Library rules and policies may result in the loss of computer access privileges, Library privileges, and report to Law Enforcement authorities.
- D. Customers create, store, and use personal files at their own risk. The Library is not responsible for damage to a customer's media, any loss of data or liability that may occur from the customer's use of the Library's computer.
- E. Customers may bring their own CD/DVD or USB drives to use at a computer workstation.
- F. Customers printing to the Library printers are responsible for all printing fees including pages printed mistakenly by user error. Payment must be made at the

time of service.

- G. Customers must use headphones when listening to audio content on computers and devices and must keep the volume low enough to not disturb others.
- H. It is the parent or caregiver's responsibility to guide children's internet use, and to stay near their child while they are utilizing Library computers.

## **II. Prohibited Use**

Library computers and network systems may not be used to gain unauthorized access to restricted files or networks, or for any purpose that violates federal, state, or local laws and Library policies. Under Federal and Texas law, it is a crime to distribute or exhibit material that is "harmful" to minors, or to be reckless about "whether a minor is present who will be offended or alarmed by the display" of harmful material.

Customers are prohibited from using the Library's internet and computer network systems for illegal activity, to access illegal or obscene materials or to display material that violates the provisions of Sections 43.24 and 43.25 of the Texas Penal Code: Sale, Distribution or Display of Harmful Material to Minors. The Library's policies and computer network systems comply with the Children's Internet Protection Act (CIPA).

- A. Prohibited use includes, but is not limited to:
  - 1. "hacking" or otherwise attempting unauthorized use of the Library, city or other networks
  - 2. attempted to interfere with or disrupt other users
  - 3. attempting to evade security measures
  - 4. invading the privacy of other users
  - 5. accessing peer to peer (P2P), torrent, or other file sharing sites

## **III. Security and Privacy**

- A. The Library will not release information on the use of specific internet resources by members of the public except as required by law or as necessary for the proper operation of the Library.
- B. The Library is not responsible for the privacy or security of any websites accessed by customers. The Library and the City of Kyle accept no liability for any loss or privacy or data customers may experience, or any damage or harm arising from such loss.
- C. Customers are responsible for having the proper hardware, software, and network settings on their personal devices to connect to the Library's wi-fi.

## **IV. Wireless Access**

Wireless access is available at the Library at no charge.

- A. The Library assumes no responsibility for any alterations or interference with a device's configuration, operation, or data files resulting from connection to the wireless network.
- B. The Library wireless connection does not use encryption and therefore is not responsible for the security of information sent or received while using the Library

connection.

- C. Customers using the Library's wireless access are governed by the same policies as those using the Library's workstations.

## Collection Development Policy

### I. Principles

- A. The Kyle Public Library (Library):
  - 1. Upholds the principles of the American Library Association's Library Bill of Rights, Freedom to Read Statement, Freedom to View Statement, and related appendices, as well as the Texas Library Association's Intellectual Freedom Statement and the First Amendment of the United States Constitution.
  - 2. Commits to the free and open distribution of ideas and diverse opinions, allowing customers to form their own viewpoints.
  - 3. Does not imply agreement with the viewpoints of materials within the collection.
  - 4. Protects the right of customers to access controversial or differing opinions.
  - 5. Ensures access to materials regardless of age, race, color, sex, national origin, education, religion, disability, or other discriminatory criteria.
- B. Responsibility for Materials Selection and funding allocation rests with Library administration.

### II. Children's Collection

- A. Materials aim to foster a lifelong interest in reading and learning for children and teenagers.
- B. The collection supports children, parents, teachers, and professionals working with children.
- C. Responsibility for children's reading lies solely with parents or guardians. The Library does not act in loco parentis.
- D. Materials shall stimulate interests, broaden perspectives, enhance reading skills, and meet educational needs.

### III. Collection Development Criteria

- A. Materials are selected using the following criteria:
  - 1. Popular and anticipated demand
  - 2. Contemporary significance and permanent value
  - 3. Literary merit and creative quality
  - 4. Authority and reputation of authors or publishers
  - 5. Evaluation in reputable review sources
  - 6. Accuracy, currency, and local relevance
  - 7. Customer requests and representation of diverse viewpoints
  - 8. Cost, availability, and physical suitability for Library use
- B. Selections require positive review in credible sources, including:
  - 1. Booklist

2. School Library Journal
3. Publishers Weekly
4. New York Times
5. Book Review
6. Common Sense Media, among others

#### **IV. Electronic Materials**

Criteria for Electronic Materials include ease of use, licensing, accessibility, and cost-effectiveness.

#### **V. Deselection**

- A. Periodic evaluations ensure the collection remains current, balanced, and useful. Deselection considerations include:
  1. Availability of other copies or formats
  2. Physical condition of the material
  3. Content accuracy and relevance
  4. Usage statistics

#### **VI. Reconsideration of Materials**

- A. Adult Resident cardholders with accounts older than six months with a check-out history may request reconsideration of materials through the following process:
  1. Initial Request: Verbal request to the Library Director.
  2. Formal Submission: If unresolved, the customer completes a Reconsideration Form.
  3. Decision: The Library Director provides a written response within 30 days.
  4. Appeal: If dissatisfied, the customer may appeal to the Library Board, which reviews the case and advises the Director for final evaluation.
- B. During the process, the material remains in circulation. Once a decision is made, materials are not eligible for further re-evaluation.

#### **VII. Donations**

- A. The Library:
  1. Maintains the right to accept or reject donations.
  2. Accepts only outright gifts that meet the same selection criteria as purchased materials.
  3. Reserves the right to disperse or dispose of unselected items.
  4. Does not provide tax appraisals for donated items.

## **Displays and Exhibits**

Kyle Public Library (Library) administration must approve all postings, displays, and exhibits. Any item placed on bulletin boards, or any items attached to walls or other Library surfaces, without prior approval will be removed and discarded.

## **I. Library Displays**

- A. Library displays are created by Library Staff, with the purpose of promoting materials and services.
- B. Library displays focus on Library and/or City materials and services.
- C. Displays are informational, educational, recreational, or cultural in nature.
- D. As the Library endeavors to present a broad spectrum of ideas and variety of viewpoints, material displayed does not necessarily represent the view or imply the endorsement of the City Administration, Library Board, or Library Staff.
- E. Library administration must approve all materials for display.
- F. Library staff will work in consultation with Library administration to set times for display installation and removal.
- G. Variations in age level, educational level, needs, and interests of customers in the community will be considered in the overall development of Library displays.
- H. It is the responsibility of all Library staff to maintain the appearance of Library displays.

## **II. Library Exhibits**

- A. Library exhibit(s) feature work from external individuals/groups. Preference will be given to organizations associated with the City, non-profit organizations, and educational institutions.
- B. Exhibit(s) must be informational, educational, recreational, or cultural in nature.
- C. Exhibit(s) containing political campaign literature, legislative lobbying, commercial advertising, solicitations, or religious proselytizing are not permitted.
- D. As the Library endeavors to present a broad spectrum of ideas and variety of viewpoints, the material exhibited does not necessarily represent the view or imply the endorsement of the City Administration, Library Board, or Library Staff.
- E. Exhibit(s) should be placed on the exhibit calendar in advance, which is maintained by Library staff.
- F. Library staff will work in consultation with Library administration to set times for exhibit installation and removal.
- G. Library administration must approve all materials for exhibit(s).
- H. It is the responsibility of the organization/individual to remove exhibit(s) in a timely and non-disruptive manner.
- I. Exhibit(s) should be properly labeled as to the subject matter or event being highlighted.
- J. It is the responsibility of the organization/individual exhibiting their work to provide all equipment necessary for exhibit installation.
- K. The installation cannot be permanent or damage Library property.
- L. The exhibitor should be aware that their material is exhibited in a public place with limited monitoring.
- M. The Library is not responsible for any theft or damage to the material.

## **III. Library Bulletin Boards**



- A. The Library reserves the right to deny and the right to remove announcements, posters, or other materials.
- B. The Library can remove any materials which have been posted for a reasonable length of time or if space is needed for other programs and events.
- C. Material left for Library consideration for posting cannot be held or returned.
- D. As space is very limited priority will be given to the Library, Library support groups, City, and City-related material; and, as space permits, announcements of events and activities of tax-supported or non-profit educational, cultural, and charitable organizations.
- E. Space for political campaign literature, legislative lobbying, commercial advertising, solicitations, fundraisers, religious proselytizing, and personal notices or communications cannot be provided.

#### **IV. Information Tabling at the Library**

- A. The Library may provide space for an information table to local and state agencies, Library support groups, non-profit organizations, and education institutions.
- B. Commercial, political, solicitation, or fundraising activity is prohibited.
- C. Providing tabling space does not constitute an endorsement of the agency's services by the Library.
- D. An Information Table Request Form must be completed a month in advance for all requests for tabling. Submitting a Request Form does not guarantee availability of tabling space, or the date and time requested. Requests must be approved by the Library Administration.
- E. The Library limits one Information Table session per agency once a quarter (every three months). This session is not to exceed four hours.
- F. The name of the agency must be prominently displayed on the table.
- G. Tables shall not interfere with the normal operations or programs of the Library, and shall not block collections, displays, and entrance and exit.
- H. Information tables must be staffed by the agency at all times. The Library is not responsible for monitoring or supervising information tables.

## **Gifts and Donations Policy**

### **I. Gifts**

The Kyle Public Library (Library) welcomes gifts, physical or monetary, that support the mission of the Library. Such offers will be handled in accordance with the City of Kyle's Acceptance of Gift Policy and by Library administration. At the discretion of the Library Director, the Library Board will be consulted in an advisory capacity to determine the suitability of the gift and the terms of acceptance compatible with the Library's mission and policies.

- A. Gifts are to only be accepted with the donor's full agreement that the Library has the right to handle or dispose of the gift in the best interest of the institution.

- B. The Library will not appraise the value of gifts. Income tax regulations leave the determinations of the gift's monetary value to the donor, and donors wishing to have an appraisal of their gifts should do so prior to donation.
- C. The Library has the right to refuse gifts, including those that are intended to express political viewpoints or otherwise do not meet the standards for inclusion in the Library's collection.

## **II. Donations to the Library Collection**

Refer to the Library Collection Development Policy.

## **Study Rooms**

This policy is in place to create fair access to Kyle Public Library (Library) study rooms. Study rooms may be used on a first come, first served basis.

### **I. Study Room Use**

- A. A Customer (adult or child) must have an unblocked Library card/account to use a study room.
- B. Customers must check a study room out via presentation of their Library card or photo ID.
- C. A study room may be utilized for two hours on a first-come, first served basis. After two hours, the occupants may continue to use the space provided no one requests the space.
- D. If a study room is not available upon arrival, the customer will be informed as to when one will be available.
- E. If a study room is not available, a customer may sign up to be next in line and must remain in the Library to wait their turn.
- F. If a customer does not claim their turn in 15 minutes, the study room is considered vacant and available for use by others. Unattended items will be placed in the Library's lost and found.
- G. The Library assumes no responsibility for either Library or personal possessions left in a study room.
- H. Reservations are not taken for study rooms. No phone or email requests are allowed. Requests can only be made in person at the time of use.
- I. No one under the age of 12 years old may utilize a study room without adult supervision, nor use the room alone.
- J. A maximum of four individuals may occupy a study room at one time.
- K. In the case of groups (four or less) using a study room, one person will represent the group for its tenure in the room. Consecutive, hourly signups by other people of the same group are not allowed.
- L. White board marker kits are available at the circulation desk to use. No markers, other than the Library's, are allowed to be used on the whiteboard.
- M. Disruptive behavior will lead to a loss of access to study rooms. The noise should be held to a reasonable level as the room is not soundproof.

- N. Study Rooms are not available to be used for any of the following:
1. For purposes prohibited by city ordinance, by state or federal law, or Library Policy.
  2. For commercial advertising or direct solicitation of clients or customers.
  3. For fund-raising.
  4. For events which directly profit the business of a commercial organization or individual.

## Meeting / Community Rooms

Kyle Public Library (Library) Meeting / Community Rooms (Capacity: 50) can be reserved during the Library's regular business hours when they are not reserved for Library or City of Kyle use. This policy is in place to create fair access to this space. Each meeting room includes tables, chairs, and a projection screen. Groups must provide their own audiovisual equipment. Meetings held in the Library Meeting Rooms must be open to the public. Meeting rooms are not for commercial use, social gatherings (e.g., parties, reunions), or fundraising. Submitting a request does not guarantee a reservation. Requests for meeting room reservations are processed on a first come, first served basis.

### **I. Meeting Room Reservation & Fees**

- A. Reservations requests can be made by groups residing in, or serving, Hays County.
- B. Advance Notice: Reservation requests must be made at least 24 hours in advance and no more than five weeks ahead.
- C. A separate reservation request must be submitted for each meeting.
- D. Fees: Refer to the Library Fines, Fees, and Charges Schedule for Library Meeting / Community Room fees. Fees are due 24 hours before the event.
- E. Cancellations: A 24 hours' notice is required for cancellations; repeated cancellations may result in loss of reservation privileges for one year.
- F. A Meeting / Community Room contract and Food Waiver Form must be completed upon confirmation of reservation.

### **II. Terms of Use**

- A. Meeting / Community rooms are for public events only—not for commercial use, fundraisers, social gatherings, (e.g., parties, reunions), political events, religious services, or other similar uses.
- B. All meetings must end 15 minutes before Library closing and cleared of all belongings.
- C. The individual making the reservation, and the group, are responsible for leaving the meeting room in the state it was found, and they are responsible for damages.
- D. The Library reserves the right to cancel or reschedule with two weeks' notice.
- E. The Library is not responsible for lost or stolen items.
- F. Failure to comply with Library and City policy may result in the denial of future bookings.

### **III. Accountability**

- A. The individual making the reservation and the group are responsible for any damages.
- B. Failure to comply with the policy may result in the denial of future bookings.
- C. The reserving party assumes liability when food or beverages are provided.
- D. All food items must be precooked prior to arriving at the Library.

## **Makerspace**

The Kyle Public Library (Library) Makerspace (“Makerspace,” or the “Library”) is an innovative creative space that provides library customers access to high quality, professional grade computer hardware, software, and equipment to support their educational, and personal endeavors.

Use of the Makerspace is subject to the rules in this policy, the Makerspace Safety Guidelines, and any other applicable Library policies and procedures. Failure to abide by all applicable policies and procedures will result in suspension or loss of Makerspace use privileges.

Customers wishing to use the Makerspace, or any equipment contained within it, must read and sign the Makerspace User Agreement before they may use it.

### **I. General Policy**

- A. The Library’s Makerspace may be used only for lawful purposes. The public is prohibited from using the Makerspace and any included equipment to create material that is:
  - 1. Prohibited by local, state or federal law.
  - 2. Unsafe, harmful, dangerous or poses an immediate threat to the well-being of others (such use may violate the terms of use of the manufacturer).
  - 3. Obscene or otherwise inappropriate for the Library environment.
  - 4. In violation of another’s intellectual property rights. For example, the equipment may not be used to reproduce material that is subject to copyright, patent, or trademark protection.
- B. The Makerspace is available to Library customers ages 12 and older. An adult must always accompany users under age 13. Users 12-17 must have a parent or legal guardian sign the agreement form on their behalf before using the Makerspace.
- C. Users must complete and sign the Makerspace Agreement and Liability Form before using the Makerspace.
- D. Users agree to release and hold the Library harmless from any claims for personal injury, property damage, or any other loss in connection with the use of the Makerspace, including the equipment, tools, and materials.
- E. The Library reserves the right to limit use of Makerspace equipment and refuse to

produce any projects, including, without limitation, those that it believes may violate this policy or any other applicable library policy, or that may result in legal action against the Library or its employees.

- F. The Library upholds copyright law of the United States (Title 17, United States Code) and the patent law (Title 35, United States Code), which governs the making of reproductions of copyrighted material. The person requesting print is liable for any infringement and the Library reserves the right to deny access to equipment if such equipment would involve violation of copyright, patent, or other laws.

## **II. Procedures**

- A. Customers must have an unblocked Library card/account to use the Makerspace.
- B. To request access to the Makerspace, a customer must show their Library card to Library staff.
- C. The user bears responsibility to use the items properly and to pay for any expended consumables or broken parts. Machines will be checked out to individuals while in use and will be checked back in upon completion.
- D. Individuals using the machines must notify staff when finished with the machine. All items must be in the same condition in which it was borrowed. The machines are for in-house use only and must stay in the designated location while in use and checked out.
- E. Customers must pay for consumable materials prior to leaving the Library.
- F. A parent or legal guardian must accept responsibility and reserve the machines for children ages one and older and supervise use at all times. Minors ages 12 and up may reserve machines for individual use and must sign the Makerspace User Agreement and Liability Form along with their parent or legal guardian.
- G. Library staff members are happy to assist Makerspace users as time permits. Staff have limited availability to provide this assistance on demand, therefore reservations are required to use the Makerspace.
- H. Makerspace tools and devices that are free to use include the following: Die Cut Machine, Sewing Machine, and the Cricut. Makerspace machines that have associated fees for use include: 3D Printer. The detailed fees can be found listed within the Library Fines, Fees and Charges Schedule. These fees are subject to change.
- I. Makerspace equipment may not be left unattended while it is in use; Customers must remain with it at all times. This applies to all Makerspace machines except for the 3D Printer.
- J. Reservations for Makerspace equipment are required. The Library reserves the right to make advanced reservations for special purposes and events. The Library does not guarantee the availability of any equipment in the Makerspace.
- K. Work on the equipment should be concluded, the area cleaned, and the workstation restored 15 minutes prior to the end of a reservation time.
- L. If the equipment breaks, please alert staff immediately. Customers may be responsible for replacement costs for damage to equipment or the physical space incurred due to Customer negligent usage or intentional misuse.

### **III. Guidelines**

- A. Follow all safety guidelines and exercise caution with all Makerspace equipment.
- B. The Library is not responsible for any injuries caused by improper use of equipment, damage to a Customer's files or for any manufacturer's defects.
- C. All work saved on Library computers will be deleted at the end of each session. Customers must save files to an external storage device.
- D. Be respectful of other Customers, and do not disrupt someone's work.
- E. Customers must read and sign the Library's Makerspace Liability Waiver before use.

### **IV. Makerspace Materials and Tools**

- A. There may be a charge for the use of some Makerspace equipment. Likewise, there may be a charge for use of some material and supplies required by some Makerspace equipment. Any applicable costs are listed in the Library Policy. Users are responsible for paying for all use and material costs associated with use of the Makerspace, even if the project attempted fails or does not complete. Failure to self-report material usage and pay for use of equipment and/or material will result in suspension of Makerspace use privileges.
- B. Customers are required to bring their own materials for use of the Die Cut, Sewing, and Cricut machines.

### **V. Protection of Customer Intellectual Property**

While the Library encourages customers to use its Makerspace equipment and services for innovation and invention, due to the public nature of its facilities, the Library cannot guarantee the security of customers' intellectual property rights such as copyright or trade secrets. Projects may be produced within view of the public, and the Library may photograph and/or record the printing process and publish such photographs and/or recordings in any type of media now in existence or hereafter created, including, without limitation, print, social media, television, and the Internet. Customers using the Library's Makerspace equipment and services must accept the risk that their intellectual property may be exposed to or copied by others. The Library reserves the right to delete customers' design, model, or files submitted to the library or saved on library computers at any time. By utilizing Makerspace equipment, submitting or requesting content or objects to be produced, the customer agrees to assume all responsibility for, and shall hold the Library harmless in, all matters related to the production of that item, as set forth below.

### **VI. Indemnification and Disclaimer of Liability**

#### **A. Indemnification**

By using the Library's Makerspace equipment and/or services, you agree to release from, indemnify, and hold harmless the Library, its officers, employees, board members, agents, and representatives from and against any and all suits, claims, damages, losses, expenses (including reasonable attorney's fees), settlements, and judgments arising out of or relating to your use of Makerspace 3D equipment and services, including, without limitation, any claims for personal injury and

infringement or misappropriation of any copyright, trademark, or patent.

**B. Disclaimer of Liability and Warranty**

By using the Library's Makerspace equipment and services, you agree to assume the risk of, and acknowledge that the Library disclaims all liability for, any and all injuries (including death) resulting from use of equipment and/or items created using equipment owned by the Library. You also agree that objects produced may contain certain inherent weaknesses and limitations and may not be suitable for all applications, including, without limitation, those for which they are designed and intended. You further agree to assume the risk of, and acknowledge that the Library disclaims all liability for, damages or claims for infringement of intellectual property rights arising from your use of the Library's Makerspace services.

## Lost and Found

**I. General Policy**

- A. Kyle Public Library (Library) assumes no liability for the personal possessions left at the Library.
- B. All items found will be stored for two weeks. If they are not claimed within that period, items will be discarded.
- C. When a lost item provides information about a potential owner, the Library will attempt to contact the owner.
- D. Items with an estimated cost of \$100 or more will be taken to the Kyle Police Department to handle.
- E. Items that pose a potential health risk are disposed of immediately. This includes food and drink containers.

## American Library Association Principals

The Library upholds the principles of the American Library Association's:

- A. Library Bill of Rights: <https://www.ala.org/advocacy/intfreedom/librarybill>
- B. The Freedom to Read Statement:  
<https://www.ala.org/advocacy/intfreedom/freedomreadstatement>
- C. Freedom to View Statement:  
<https://www.ala.org/advocacy/intfreedom/freedomviewstatement>
- D. Labeling and Rating Systems:  
<https://www.ala.org/advocacy/intfreedom/librarybill/interpretation/labeling-systems>
- E. Access to Library Resources and Services for Minors:  
<https://www.ala.org/advocacy/intfreedom/librarybill/interpretations/minors>

Questions, concerns, or considerations about policies can be directed via e-mail to Library Administration at [libadmin@cityofkyle.com](mailto:libadmin@cityofkyle.com) .

